



**BLACK CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
MARCH 19, 2025
10:30 A.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193
786.313.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
Lennar Homes, LLC
5505 Blue Lagoon Drive
Miami, Florida 33126
REGULAR BOARD MEETING
March 19, 2025
10:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. October 16, 2024 Regular Board Meeting.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Resolution No. 2025-01 – Adopting a Fiscal Year 2023/2024 Proposed Budget.....Page 5
 - 2. Consider Resolution No. 2025-02 – Registered Agent Change.....Page 16
 - 3. Consider Amended and Restated Landscape Maintenance Agreement (FRD Lawn Care).....Page 18
 - 4. Discussion Regarding Assumption and Acceptance of Agreement Rights (Kendall Assemblage North/D&B Property).....Page 31
- I. Administrative & Operational Matters
- J. Board Member & Staff Closing Comments
- K. Adjourn



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
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The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
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El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142115	596126	Print Legal Ad-IPL01960610 - IPL0196061		\$845.74	2	48 L

Attention: Laura J. Archer

Black Creek Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
LArcher@sdsinc.org

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Black Creek Community Development District** (the "District") will hold Regular Meetings at Lennar Homes, LLC located at 5505 Waterford District Drive, Miami, Florida 33126 at **10:30 a.m.** on the following dates:

October 16, 2024
November 20, 2024
March 19, 2025
April 16, 2025
June 18, 2025
July 16, 2025
September 17, 2025

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
www.blackcreekcdd.org
IPL0196061
Sep 30 2024

PUBLISHED DAILY MIAMI-DADE-FLORIDA

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald

1 insertion(s) published on:

09/30/24

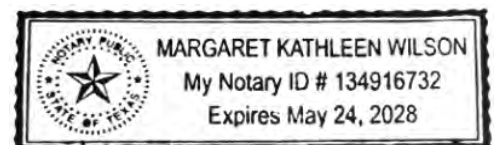
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 30th day of September in the year of 2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

**BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 16, 2024**

A. CALL TO ORDER

District Manager Armando Silva called the October 16, 2024, Regular Board Meeting of the Black Creek Community Development District (the “District”) to order at 10:40 a.m. in the Lennar Homes, LLC Meeting Room located at 5505 Waterford District Drive, Miami, Florida 33126.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Herald* on September 30, 2024, as part of the District’s Fiscal Year 2024/2025 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of the following Board Members constituted a quorum and it was in order to proceed with the meeting: Teresa Baluja, Raisa Krause, Vanessa Perez and Carmen Orozco

Staff in attendance included: District Manager Armando Silva of Special District Services, Inc.; District Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. August 21, 2024, Special Board Meeting

Mr. Silva presented the August 21, 2024, Special Board Meeting minutes and asked if there were any comments and/or changes. There being no comments or changes, a **motion** was made by Ms. Baluja, seconded by Ms. Perez and unanimously passed approving the August 21, 2024, Special Board Meeting minutes, *as presented*.

G. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report at this time.

H. NEW BUSINESS

1. Consider Resolution No. 2024-13 – Adopting a Fiscal Year 2023/2024 Amended Budget

Mr. Silva presented Resolution No. 2024-13, entitled:

RESOLUTION NO. 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva read the title of the resolution into the record and explained the purpose of the document. He went on to state that there was a positive Operating Fund Balance at the end of Fiscal Year 2023/2024 and noted that the District designated a carryover of this Fund Balance to balance the Fiscal Year 2023/2024 budget. A discussion ensued after which:

A **motion** was made by Ms. Baluja, seconded by Ms. Orozco and unanimously passed approving and adopting Resolution No. 2024-13, *as presented*, thereby approving the Amended Final 2023/2024 Fiscal Year Budget.

2. Consider Resolution No. 2024-14 – Authorizing Petition to Expand the Boundaries of the District

Mr. Silva presented Resolution No. 2024-14, entitled:

RESOLUTION NO. 2024-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT COUNSEL AND DISTRICT STAFF TO FILE A PETITION WITH MIAMI-DADE COUNTY, FLORIDA TO EXPAND THE BOUNDARIES OF THE DISTRICT; AND PROVIDE AN EFFECTIVE DATE.

Mr. Silva provided an explanation for the document. A discussion ensued after which:

A **motion** was made by Ms. Baluja, seconded by Ms. Orozco and unanimously passed to approve and adopt Resolution No. 2024-14, *as presented*, thereby authorizing the petition to expand the boundaries of the District.

I. ADMINISTRATIVE & OPERATIONAL MATTERS
1. Staff Report, as Required

There was no Staff Report at this time.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no Board Member or Staff closing comments.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Baluja, seconded by Ms. Orozco and passed unanimously adjourning the Regular Board Meeting at approximately 10:42 a.m.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Black Creek Community Development District (“District”) was recently established by Ordinance No. 19-28 approved by the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida, effective April 19, 2019; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Black Creek Community Development District (the “Board”) the proposed operating fund budget for Fiscal Year 2025/2026; and

WHEREAS, the Board has considered the proposed operating fund budget and desires to set the required public hearing thereon.

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

1. The operating fund budget proposed by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit “A”** is hereby approved as the basis for conducting a public hearing to adopt said budget.
2. The public hearing on said approved operating fund budget is hereby declared and set for the following date, hour and location:

DATE: June 18, 2025

HOUR: 10:30 a.m.

LOCATION: Lennar Homes, LLC
5505 Waterfront Drive
Miami, Florida 33126

3. The District Manager is hereby directed to submit a copy of the proposed budget to the Miami-Dade County at least sixty (60) days prior to the hearing set above.
4. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit the approved budget to the managers or administrators of the Miami-Dade County for posting on their website.
5. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 19th day of March, 2025.

ATTEST:

**BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Attachment: **Exhibit “A”** Fiscal Year 2025/2026 Budget

EXHIBIT A

Black Creek Community Development District

**Proposed Budget For
Fiscal Year 2025/2026
October 1, 2025 - September 30, 2026**

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V	DETAILED PROPOSED DEBT SERVICE FUND BUDGET (SERIES 2024)
VI	ASSESSMENT COMPARISON

PROPOSED BUDGET
BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2025/2026 BUDGET
REVENUES	
Administrative Assessments	147,915
Maintenance Assessments	370,468
Debt Assessments (2020)	263,617
Debt Assessments (2022)	1,298,238
Debt Assessments (2024)	66,689
Other Revenue	0
Interest Income	1,200
TOTAL REVENUES	\$ 2,148,127
EXPENDITURES	
Maintenance Expenditures	
Annual Engineer's Report & Inspections	3,000
Field Operations Management	1,500
Street/Roadway Maintenance/Signage	3,000
Miscellaneous Maintenance	10,000
Wall Feature Maintenance/Upkeep	4,000
Landscape Maintenance	80,000
Storm Drainage/Class V Permit	15,000
Maintenance Contingency	231,740
TOTAL MAINTENANCE EXPENDITURES	\$ 348,240
Administrative Expenditures	
Supervisor Fees	0
Management	30,132
Legal	15,000
Assessment Roll	6,000
Audit Fees	7,000
Arbitrage Rebate Fee	650
Insurance	7,500
Legal Advertisements	10,000
Miscellaneous	1,000
Postage	525
Office Supplies	525
Dues & Subscriptions	175
Trustee Fees	12,750
Continuing Disclosure Fee	2,000
Website Management	2,000
Administrative Contingency	44,983
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 140,240
TOTAL EXPENDITURES	\$ 488,480
REVENUES LESS EXPENDITURES	\$ 1,659,647
Bond Payments (2020)	(247,800)
Bond Payments (2022)	(1,220,344)
Bond Payments (2024)	(62,687)
BALANCE	\$ 128,816
County Appraiser & Tax Collector Fee	(42,939)
Discounts For Early Payments	(85,877)
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	145,609	147,915	147,915	Expenditures Less Interest /.94
Maintenance Assessments	354,793	370,468	370,468	Expenditures/.94
Debt Assessments (2020)	263,618	263,617	263,617	Bond Payments/.94
Debt Assessments (2022)	1,298,245	1,298,238	1,298,238	Bond Payments/.94
Debt Assessments (2024)	0	66,699	66,689	Bond Payments/.94
Other Revenue	0	0	0	
Interest Income	25,659	240	1,200	Projected At \$100 Per Month
TOTAL REVENUES	\$ 2,087,924	\$ 2,147,177	\$ 2,148,127	
EXPENDITURES				
Maintenance Expenditures				
Annual Engineer's Report & Inspections	2,000	3,000	3,000	No Change From 2024/2025 Budget
Field Operations Management	1,500	1,500	1,500	Field Operations Management
Street/Roadway Maintenance/Signage	0	3,000	3,000	No Change From 2024/2025 Budget
Miscellaneous Maintenance	0	3,000	10,000	\$7,000 Increase From 2024/2025 Budget
Wall Feature Maintenance/Upkeep	0	4,000	4,000	No Change From 2024/2025 Budget
Landscape Maintenance	21,024	60,000	80,000	\$20,000 Increase From 2024/2025 Budget
Storm Drainage/Class V Permit	0	0	15,000	New Requirement In Miami-Dade County
Maintenance Contingency	0	273,740	231,740	Maintenance Contingency
TOTAL MAINTENANCE EXPENDITURES	\$ 24,524	\$ 348,240	\$ 348,240	
Administrative Expenditures				
Supervisor Fees	0	0	0	
Management	28,440	29,292	30,132	CPI Adjustment
Legal	23,909	12,000	15,000	\$3,000 Increase From 2024/2025 Budget
Assessment Roll	6,000	6,000	6,000	Assessment Roll
Audit Fees	5,600	6,700	7,000	Has Increased Due To Third Bond Issue
Arbitrage Rebate Fee	650	650	650	Arbitrage Rebate Fee
Insurance	6,594	7,300	7,500	Fiscal Year 2024/2025 Expenditure Was \$6,858
Legal Advertisements	30,869	3,000	10,000	Costs Have Increased Due To Closing Of The Miami Business Review
Miscellaneous	501	1,000	1,000	No Change From 2024/2025 Budget
Postage	810	525	525	No Change From 2024/2025 Budget
Office Supplies	1,105	525	525	No Change From 2024/2025 Budget
Dues & Subscriptions	175	175	175	No Change From 2024/2025 Budget
Trustee Fees	8,277	12,750	12,750	Has Increased Due To Third Bond Issue
Continuing Disclosure Fee	1,000	2,000	2,000	Has Increased Due To Third Bond Issue
Website Management	2,000	2,000	2,000	No Change From 2024/2025 Budget
Administrative Contingency	0	55,363	44,983	Administrative Contingency
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 115,930	\$ 139,280	\$ 140,240	
TOTAL EXPENDITURES	\$ 140,454	\$ 487,520	\$ 488,480	
REVENUES LESS EXPENDITURES	\$ 1,947,470	\$ 1,659,657	\$ 1,659,647	
Bond Payments (2020)	(250,801)	(247,800)	(247,800)	2026 P & I Payments
Bond Payments (2022)	(1,235,137)	(1,220,344)	(1,220,344)	2025 P & I Payments
Bond Payments (2024)	0	(62,697)	(62,687)	2025 P & I Payments
BALANCE	\$ 461,532	\$ 128,816	\$ 128,816	
County Appraiser & Tax Collector Fee	(19,792)	(42,939)	(42,939)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(80,279)	(85,877)	(85,877)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 361,461	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2020) BUDGET

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	14,380	400	1,000	Projected Interest For FY 2025/2026
NAV Tax Collection	250,801	247,800	247,800	Maximum Debt Service Collection
Total Revenues	\$ 265,181	\$ 248,200	\$ 248,800	
EXPENDITURES				
Principal Payments	90,000	95,000	100,000	Principal Payment Due In 2026
Interest Payments	154,975	150,850	147,800	Interest Payments Due In 2026
Transfer To Construction Fund	6,541	0	0	
Bond Redemption	0	2,350	1,000	Estimated Excess Debt Collections
Total Expenditures	\$ 251,516	\$ 248,200	\$ 248,800	
Excess/ (Shortfall)	\$ 13,665	\$ -	\$ -	

Series 2020 Bond Information

Original Par Amount =	\$4,365,000	Annual Principal Payments Due =	June 15th
Interest Rate =	3.00% - 4.00%	Annual Interest Payments Due =	June 15th & December 15th
Issue Date =	January 2020		
Maturity Date =	June 2050		
Par Amount As Of 1/1/25 =	\$4,015,000		

DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2022) BUDGET

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2023/2024	2024/2025	2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	69,911	500	2,000	Projected Interest For FY 2025/2026
Payment By Developer	0	0	0	
NAV Tax Collection	1,235,137	1,220,344	1,220,344	Maximum Debt Service Collection
Total Revenues	\$ 1,305,048	\$ 1,220,844	\$ 1,222,344	
EXPENDITURES				
Principal Payments	260,000	270,000	285,000	Principal Payment Due In 2026
Interest Payments	965,889	946,929	933,609	Interest Payments Due In 2026
Transfer To Construction Fund	32,213	0	0	
Bond Redemption	0	3,915	3,735	Estimated Excess Debt Collections
Total Expenditures	\$ 1,258,102	\$ 1,220,844	\$ 1,222,344	
Excess/ (Shortfall)	\$ 46,946	\$ -	\$ -	

Series 2022 Bond Information

Original Par Amount =	\$17,735,000	Annual Principal Payments Due =	June 15th
Interest Rate =	4.8% - 5.625%	Annual Interest Payments Due =	June 15th & December 15th
Issue Date =	May 2022		
Maturity Date =	June 2052		
Par Amount As Of 1/1/25 =	\$17,230,000		

DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2024) BUDGET

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2023/2024	2024/2025	2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	11	0	100	Projected Interest For FY 2025/2026
Bond Proceeds	14,845	0	0	
NAV Tax Collection	0	0	62,687	Maximum Debt Service Collection
Total Revenues	\$ 14,856	\$ -	\$ 62,787	
EXPENDITURES				
Principal Payments	0	0	15,000	Principal Payment Due In 2026
Interest Payments	0	0	47,383	Interest Payments Due In 2026
Transfer To Construction Fund	0	0	0	
Bond Redemption	0	0	404	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ -	\$ 62,787	
Excess/ (Shortfall)	\$ 14,856	\$ -	\$ -	

Series 2024 Bond Information

Original Par Amount =	\$938,000	Annual Principal Payments Due =	May 15th
Interest Rate =	4.0% - 5.375%	Annual Interest Payments Due =	May 15th & November 15th
Issue Date =	August 2024		
Maturity Date =	May 2054		
Par Amount As Of 1/1/25 =	\$938,000		

Black Creek Community Development District Assessment Comparison

	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Assessment*	Fiscal Year 2024/2025 Assessment*	Fiscal Year 2025/2026 Projected Assessment*
<u>Original Units</u>				
Administrative Assessment For Townhomes	\$ 118.05	\$ 118.05	\$ 118.05	\$ 118.05
Maintenance Assessment For Townhomes	\$ 295.66	\$ 295.66	\$ 295.66	\$ 295.66
Debt Assessment For Townhomes	\$ 1,156.63	\$ 1,156.63	\$ 1,156.63	\$ 1,156.63
Total	\$ 1,570.34	\$ 1,570.34	\$ 1,570.34	\$ 1,570.34
Administrative Assessment For Single Family Homes	\$ 118.05	\$ 118.05	\$ 118.05	\$ 118.05
Maintenance Assessments For Single Family Homes	\$ 295.66	\$ 295.66	\$ 295.66	\$ 295.66
Debt Assessment For Single Family Homes	\$ 1,260.83	\$ 1,260.83	\$ 1,260.83	\$ 1,260.83
Total	\$ 1,674.54	\$ 1,674.54	\$ 1,674.54	\$ 1,674.54
<u>Expansion Units</u>				
Administrative Assessment For Villas	\$ 118.05	\$ 118.05	\$ 118.05	\$ 118.05
Maintenance Assessment For Villas	\$ 295.66	\$ 295.66	\$ 295.66	\$ 295.66
Debt Assessment For Villas	\$ 1,247.65	\$ 1,247.65	\$ 1,247.65	\$ 1,247.65
Total	\$ 1,661.36	\$ 1,661.36	\$ 1,661.36	\$ 1,661.36
Administrative Assessment For Townhomes	\$ 118.05	\$ 118.05	\$ 118.05	\$ 118.05
Maintenance Assessment For Townhomes	\$ 295.66	\$ 295.66	\$ 295.66	\$ 295.66
Debt Assessment For Townhomes	\$ 1,352.89	\$ 1,352.89	\$ 1,352.89	\$ 1,352.89
Total	\$ 1,766.60	\$ 1,766.60	\$ 1,766.60	\$ 1,766.60
Administrative Assessment For Single Family Homes	\$ 118.05	\$ 118.05	\$ 118.05	\$ 118.05
Maintenance Assessments For Single Family Homes	\$ 295.66	\$ 295.66	\$ 295.66	\$ 295.66
Debt Assessment For Single Family Homes	\$ 1,458.13	\$ 1,458.13	\$ 1,458.13	\$ 1,458.13
Total	\$ 1,871.84	\$ 1,871.84	\$ 1,871.84	\$ 1,871.84
<u>Second Expansion Units</u>				
Administrative Assessment For Townhomes	\$ -	\$ -	\$ 118.05	\$ 118.05
Maintenance Assessment For Townhomes	\$ -	\$ -	\$ 295.66	\$ 295.66
Debt Assessment For Townhomes	\$ -	\$ -	\$ 1,169.00	\$ 1,169.00
Total	\$ -	\$ -	\$ 1,582.71	\$ 1,582.71
Administrative Assessment For Single Family Homes	\$ -	\$ -	\$ 118.05	\$ 118.05
Maintenance Assessments For Single Family Homes	\$ -	\$ -	\$ 295.66	\$ 295.66
Debt Assessment For Single Family Homes	\$ -	\$ -	\$ 1,274.18	\$ 1,274.18
Total	\$ -	\$ -	\$ 1,687.89	\$ 1,687.89

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information - Original Units:

Townhomes	120
Single Family Units	99
Total Units	219

Community Information - Expansion Units:

Villas	418
Townhomes	420
Single Family Units	143
Total Units	981

Notes

Net Per Unit O&M Covenant amount is \$390.00

Gross Per Unit O&M Covenant amount is \$414.89

Total Units:

Original Units	219
Expansion Units	981
Total	1200

2nd Expansion Area:

Single Family	45
Townhomes	8
	53

Total Units: 1253

RESOLUTION 2025-02

A RESOLUTION OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE

WHEREAS, Section 189.014, Florida Statutes requires that the Black Creek Community Development District (the "District") designate a registered office and a registered agent, and further authorizes the District to change its registered office and registered agent, at the discretion of the District Board of Supervisors (the "Board"); and

WHEREAS, the designation of both a registered office and a registered agent is for the purpose of accepting service of process, notice, or demand that is required or permitted by law to be served upon the District; and

WHEREAS, the Board has been informed by the office of District Counsel that there is a need to designate a new registered agent for the District; and

WHEREAS, the Board seeks designate Michael J. Pawelczyk as the registered agent for the District, and update the business address of the registered office of the District, as necessary.

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

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board.

Section 2. Michael J. Pawelczyk is hereby designated as the registered agent for the District, thereby replacing any previously designated registered agent.

Section 3. The registered office of the District is hereby designated as the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301. The registered office is identical to the business address of the registered agent designated in Section 2 of this Resolution.

Section 4. Pursuant to the requirements of Section 189.014(2), Florida Statutes, the District's Secretary shall transmit copies of this Resolution to the local governing authority or authorities and to the Florida Department of Economic Opportunity.

Section 5. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 19th DAY OF March, 2025.

**BLACK CREEK
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair, Board of Supervisors

**AMENDED AND RESTATED
LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

THIS AMENDED AND RESTATED LANDSCAPE MAINTENANCE SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2025, by and between:

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

FRD COMPLETE TREE SERVICE & LAWN CARE, INC., a Florida corporation, whose principal address is 24445 SW 129 Avenue, Homestead, Florida 33032 (the “Contractor”).

RECITALS

WHEREAS, the District and the Contractor entered into a Landscape Maintenance Services Agreement, dated November 9, 2021 (“2021 Agreement”);

WHEREAS, the District and the Contractor intend to replace the 2021 Agreement with this Agreement to address additional lands within the District requiring landscape and irrigation maintenance services; and

WHEREAS, the District is responsible for the landscape and irrigation maintenance of certain areas located within or just outside the boundaries of the District, which areas are more particularly described and identified in **Exhibit A**, attached hereto and made a part hereof (the “Landscape Areas”); and

WHEREAS, the District desires to continue with Contractor providing Landdscape Maintenance Services, as later defined, to the District under this new Agreement in order to provide mowing, air blowing, and side trimming services four times a year (the “Landscape Maintenance Services”) to these Landscape Areas, as more particularly described in the Contractor’s Proposal, attached hereto and made a part hereof as **Exhibit B** (the “Proposal”); and

WHEREAS, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to furnish to the District those Landscape Maintenance Services in accordance with this Agreement and the Proposal.

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

Section 1. Recitals. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Duties. The duties, obligations and responsibilities of Contractor are described herein and in the Proposal. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

Section 3. Compensation. In exchange for providing the Landscape Maintenance Services pursuant to this Agreement, the District shall pay Contractor in accordance with the Proposal an annual contract amount of SIXTY-THREE THOUSAND EIGHT HUNDRED AND 00/100 (\$63,800.00) DOLLARS (the "Contract Price"), Contract Price shall be paid in in equal monthly payments of \$5,316.66 each for work performed pursuant to this Agreement. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee, shall not exceed the rates set forth on Contractor's Proposal and provided that any additional compensation for additional duties shall not cause the total amount for landscape and irrigation services to exceed the statutory public bidding threshold for maintenance contracts pursuant to Sections 190.033 and 287.017, Florida Statutes. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt. Charges remaining unpaid forty-five (45) days after receipt of the invoice shall bear interest at the rate of one percent (1%) per month.

Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the Landscape Areas and any other areas and properties within the District upon which Contractor will perform Landscape Maintenance Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

Section 5. Contractor's Employees and Subcontractors. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and the employees of any subcontractors and shall not employ on the jobsite an unfit person or anyone not skilled in the Landscape Maintenance Services assigned to him or her. No liquor, alcoholic beverages, or narcotics shall be allowed within the boundaries of the District. All labor described herein or indicated on the Proposal, shall be executed in a high quality, thorough substantial and workmanlike and by people skilled in the applicable trade. All employees of Contractor and subcontractor shall at all times wear uniforms clearly identifying the company name for which they are employed. Contractor shall ensure employees are provided and utilize proper safety equipment and clothing in compliance with all applicable regulations for the scope of work included in this Agreement.

Section 6. Waiver. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement.

Section 7. Insurance.

A. The Contractor shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of his employees employed in connection with the performance of this Agreement and, in case any work hereunder is sublet, the Contractor shall require each subcontractor similarly to provide "Worker's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this Agreement at the site are not protected under the "Worker's Compensation" statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.

B. The Contractor shall provide and maintain during the life of this Agreement, insurance that will protect Contractor, and any subcontractor performing work covered by the Agreement from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Agreement, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of the Agreement insurance that will indemnify and hold harmless the District, and its respective officers, agents, including, but not limited to, Special District Services, Inc., and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the work pursuant to this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

C. Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Commercial General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability. The Grand Bay at Doral Community Development District and the City of Doral (the "City")/Miami-Dade County (the "County") (if the Landscape Areas include lands owned by or dedicated to the City/County) shall be named as an additional insured.

D. Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Comprehensive Auto Liability Insurance. The Grand Bay at Doral Community Development District and the City/County (if the Landscape Areas include lands owned by or dedicated to the City/County) shall be named as an additional insured.

E. All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida and are authorized and licensed to provide the insurance required herein.

F. At the time of execution of the Agreement, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.

Section 8. Indemnification. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and the City/County (if the Landscape Areas include lands owned by or dedicated to the City/County), their respective directors, officers, employees, representatives and agents, including, but not limited to, Special District Services, Inc., against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent acts and omissions, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed

hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

Section 9. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 10. Site Manager. The foreman for Contractor shall communicate with the District Manager or the Owner's Representative of the District on a regular basis for matters relating to the Landscape Maintenance Services and upon each occurrence of the performance of the Landscape and Maintenance Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Landscape Maintenance Services. At the time of this Agreement, the Owner's Representative is Pablo Jerez at Special District Services, Inc.

Section 11. Term. This Agreement shall commence on January 31, 2025, and continue through January 30, 2025 (the "Initial Term"), subject to execution by both parties hereto and unless terminated as provided herein. At the conclusion of the Initial Term, the Agreement shall automatically renew for extension terms of one (1) year each, unless otherwise terminated or canceled as provided for herein.

Section 12. Protection of Property and the Public.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Landscape Maintenance Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. The Contractor shall take all necessary precautions for the safety of employees on the jobsite, and shall comply with all applicable provisions of federal, state and local laws, including, but not limited to the requirements of the Occupational Safety & Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises to prevent accidents and injuries to persons or property in or about the jobsite. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Landscape Maintenance Services are being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Landscape Maintenance Services, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall

take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Landscape Maintenance Services within twenty-four (24) hours.

Section 13. Defective Work. Within fourteen (14) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under this Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Agreement in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Landscape Maintenance Services. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, as liquidated damages and not as a penalty. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by Contractor.

Section 14. Agreement. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent that provisions in this Agreement conflict with the provisions provisions of this Agreement shall be binding, followed by the Landscape Areas, then the Proposal, in order of precedence from the highest priority to lowest. Upon the Effective Date of this Agreement, all prior agreements between the parties for the provision of similar services, including the 2021 Agreement, shall be terminated as of said Effective Date.

Section 15. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

Section 16. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

Section 17. Termination. This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon thirty (30) days written notice to the District. In the event this Agreement is terminated by either party, the Contractor shall bill the District, and receive payment for those Landscape Maintenance Services provided prior to the date of termination.

Section 18. 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, as follows:

A. If to the District: Grand Bay at Doral Community Development District
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

B. If to Contractor: FRD Complete Tree Service & Lawn Care, Inc.
24445 SW 129 Avenue
Homestead, Florida 33032
Attn: President

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 Developer may deliver Notice on behalf of the District and the Developer. 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 in this Agreement.

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

Section 20. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 21. Familiarity with Laws. Contractor shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the performance of this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

Section 22. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws

of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

Section 23. Sovereign Immunity. The Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

Section 24. E-Verify. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.095(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.095(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Section 25. Public Records.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922
EMAIL: bbarba@sdsinc.org**

Section 26. Definitions. Terms used in this Agreement that are defined in the Services Proposal shall have the meanings indicated therein.

Section 27. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 28. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Developer 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, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

Section 29. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 30. Counterparts. This Agreement may be electronically in accordance with the provisions of Chapter 688, Florida Statutes and 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.

Section 31. Responsible Vendor Determination. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairperson/Vice-Chairperson
Board of Supervisors

_____ day of _____, 2025

**FRD COMPLETE TREE SERVICE & LAWN
CARE, INC., a Florida corporation**

By: _____

Print Name

Print: _____

Title: _____

_____ day of _____, 2025

Print Name
(CORPORATE SEAL)

Exhibit A
Landscape Areas

Exhibit B
Proposal



FRD complete tree service & lawn car
 14805 Sw 258th AVE homestead FL 33032
 786 269-7451 fax 786 377-3630
[Email: Luis.jl2078@gmail.com](mailto:Luis.jl2078@gmail.com)
[Cellphone: 305 224 3846](tel:3052243846)

Lawn Service Contract

Contract Start Date January 31, 2025, to January 31, 2026

Black Creek

2501A Burns Road Palm Beach Gardens, FL 3341

Mowing, hard edging, bed edging, air blowing, monofilament trim, shrub trimming, selective pruning
 Scope of Work

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TL
Mowing	2	2	2	2	3	3	3	3	3	2	2	2	29
Hard Edging	2	2	2	2	3	3	3	3	3	2	2	2	29
Bed Edging	2	2	2	2	3	3	3	3	3	2	2	2	29
Air Blowing	2	2	2	2	3	3	3	3	3	2	2	2	29
Round	1	1	1	1	1	1	1	1	1	1	1	1	12
Shrub Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12

Note the seeds will be removed from all small palms, not include sabel palms and royal palms

Time P/Cut \$2,200	Monthly \$5,316.66	Yearly \$63,800
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ALL COMMON AREAS

1ST response to hurricane and or tropical storm emergency
 Service and extra work on property (not included per contract)

Trees trimming

Season Flower/plants/ mulch. Will be extra cost when its
Need it a proposal will provide per job description.

Contract terms

This Agreement shall the effect upon sign at the contract unless their modification for a good
termination of the contract. Either one of the parties may, upon 30 days' written notice cancel
this service contract agreement at any time and for any reason.

25th of each month invoice will be send

Terms for Payment Will be net 20 day unless otherwise upon the contract

Late payment 2% will add with total Monthly charge

Insurance liability

FRD agrees to maintain proper, License and insurance as
Required by the state of Florida

Client will not be hold responsible for any personal injury
Or damage caused by on employees of FRD INC.

Guarantee

FRD Customer satisfaction

FRD Landscape service INC

Account manager and owner

Luis Adolfo Solorzano

luis.jl2078@gmail.com

Cellphone (305-224-3846

Email frd.lawncare@hotmail.com

Client Board of Director

FRD Landscape services

Exhibit

Client Board of Director

FRD Landscape services

ASSUMPTION AND ACCEPTANCE OF AGREEMENT RIGHTS

THIS ASSUMPTION AND ACCEPTANCE is made and entered into at **Miami-Dade County, Florida** this _____ day of _____, 20__ (“Effective Date”).

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and pursuant to Chapter 190, Florida Statutes, as approved by the Miami-Dade Board of County Commissioners per Ordinance 19-28 on April 9, 2019, (“**BLACK CREEK CDD**”), whose mailing address is: 8785 S.W. 165 Avenue, Suite 200, Miami, Florida 33193, hereby assumes joint right, title and interest in and to that certain Agreement for “**KENDALL ASSEMBLAGE NORTH, ID #30909**,” between Miami-Dade County (“**COUNTY**”), a political subdivision of the State of Florida, and **BAAAMA IX LLC** and **13005 LAND, LLC**, both Florida limited liability companies, **SOUTH FLORIDA GROWERS ASSOCIATION, INC.**, a Florida corporation, **NEIL PERELLO** and **CRISTINA PERELLO**, both individuals, dated April 26, 2021, recorded in Official Records Book **32518**, at Page **3246**, of the Public Records of Miami-Dade County, Florida (the “**AGREEMENT**”), which was assigned to **LENNAR HOMES, LLC** (“**LENNAR**”), a Florida limited liability company, and **AG ESSENTIAL HOUSING MULTI STATE 1, LLC** (“**AG EH**”), a Delaware limited liability company, per an **ASSIGNMENT**, dated July 26, 2021, recorded in Official Records Book **32658**, at Page **4685**.

This **Assumption and Acceptance of Agreement Rights** shall take effect only upon the acceptance of same by the **COUNTY**, covering the real property legally described in **Exhibit “A” (the “Property”)**, attached hereto and made a part hereof.

BLACK CREEK CDD, by these presents, hereby jointly assumes only the duties and obligations of the **DEVELOPER** under the **AGREEMENT** related to conveyance of the water and sewer facilities, and is jointly entitled to all the rights of the **DEVELOPER** under the **AGREEMENT**, with except that **LENNAR** and **AG EH** shall retain all rights to construction connection charge payments received from parties other than the **DEVELOPER** who connect to water mains and/or gravity sewer mains installed pursuant to the **AGREEMENT**, oversizing credit payments for oversized water mains installed pursuant to the **AGREEMENT**, Additional Services Program payments for single sewer lateral services installed by the **DEVELOPER**, and any other direct payments. The **DEPARTMENT** recognizes that all duties and obligations of installing the water and sewer facilities are fully completed. The **DEPARTMENT** also recognizes, consents and approves the addition of **BLACK CREEK CDD**, as a **DEVELOPER** under the **AGREEMENT**, as stipulated herein.

BLACK POINT CDD and **LENNAR** and **AG EH**, acknowledge that from said effective date forward they shall collectively be the **DEVELOPER** under the **AGREEMENT** and agree to abide by all of the terms and conditions of the **AGREEMENT**.

The **COUNTY**, by and through the **DEPARTMENT**, by these presents hereby represents that as of the date of the execution of this **Assumption and Acceptance of Agreement Rights**, **LENNAR** and **AG EH** are in good standing and not in default.

With the execution of this **Assumption and Acceptance of Agreement Rights**, the **DEVELOPERS** at their own expense shall deliver to the **DEPARTMENT** an opinion of title for the **Property** issued by a qualified attorney licensed to practice law in the State of Florida, which states that **BLACK CREEK CDD** has certain general powers over the **Property**, as provided by Chapter 190, Florida Statutes, and Ordinance 19-28.

This instrument prepared by:
Christopher Schaffer
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

IN WITNESS WHEREOF, the parties hereto have caused this **Assumption** to be executed by their respective officials as of the day and year above written.

WITNESSETH:

MIAMI-DADE COUNTY

signature

By: _____

print name

3575 S. LeJeune Road, Miami, FL 33146

**Brandon Garcia,
New Business Manager**

**For: Roy Coley, Director
Miami-Dade Water and Sewer Department**

signature

print name

3575 S. LeJeune Road, Miami, FL 33146

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of: (check one)
☐ physical presence; or ☐ remote audio-visual means, this _____ day of _____,
20____, by **Brandon Garcia, New Business Manager**, for **Roy Coley, Director**, of the Miami-Dade
Water and Sewer Department, who is personally known to me and did not take an oath.

Notary Public

print name

Serial Number

WITNESSETH:

**LENNAR HOMES, LLC, A FLORIDA LIMITED
LIABILITY COMPANY**

signature

Print Name: _____

Address: _____

By: _____

signature

Greg McPherson

Address: _____

signature

Print Name: _____

Address: _____

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of: (check one)
☐ physical presence; or ☐ remote audio-visual means, this _____ day of _____,
20____, by **Greg McPherson**, who is personally known to me or has/has not produced
_____ as identification and did/did not take an oath.

Notary Public

print name

Serial Number

WITNESSETH:

AG ESSENTIAL HOUSING MULTI STATE 1,
LLC, A DELAWARE LIMITED LIABILITY
COMPANY
BY: AGWIP ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY
COMPANY, ITS AUTHORIZED AGENT

signature
Print Name: _____
Address: _____

By: _____
signature
Steven S. Benson
Address: _____

signature
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of: (check one)
☐ physical presence; or ☐ remote audio-visual means, this _____ day of _____,
20____, by **Steven S. Benson**, who is personally known to me or has/has not produced
_____ as identification and did/did not take an oath.

Notary Public

print name

Serial Number

WITNESSETH:

**BLACK CREEK COMMUNITY DEVELOPMENT
DISTRICT, a Local Unit of Special Purpose
Government organized under and pursuant to
Chapter 190, Florida Statutes**

signature
Print Name: _____
Address: _____

By: _____
signature
Print Name: _____
Address: _____

signature
Print Name: _____
Address: _____

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of: (check one)
☐ physical presence; or ☐ remote audio-visual means, this _____ day of _____,
20____, by _____, who is personally known to me or
has/has not produced _____ as identification and did/did
not take an oath.

Notary Public

print name

Serial Number

Approved for Legal Sufficiency:

Assistant County Attorney

EXHIBIT "A"
OF
ASSUMPTION AND ACCEPTANCE OF
AGREEMENT RIGHTS

LEGAL DESCRIPTION

Folios 30-6914-000-0470 and 30-6914-000-0480

PARCEL 1: THE SW 1/4 OF THE NW 1/4 OF SE 1/4 OF SECTION 14, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LESS THE WEST 35 FEET THEREOF FOR RIGHT-OF-WAY, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT: THE NORTH 25 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14, LESS THE WEST 35 FEET THEREOF; AND THE NORTH 49.79 FEET OF THE EAST 25 FEET, LESS THE NORTH 25 FEET THEREOF, OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14, AND THE EXTERNAL AREA OF A CIRCULAR CURVE, FORMED BY A 25 FOOT RADIUS ARC, CONCAVE TO THE SOUTHEAST, BEING TANGENT TO THE SOUTH LINE OF THE NORTH 25 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14 AND TANGENT TO THE EAST LINE OF THE WEST 35 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; AND THE EXTERNAL AREA OF A CIRCULAR CURVE, FORMED BY A 25 FOOT RADIUS ARC, CONCAVE TO THE SOUTHWEST, BEING TANGENT TO THE SOUTH LINE OF THE NORTH 25 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14 AND TANGENT TO THE WEST LINE OF THE EAST 25 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14.

PARCEL 2: THE EAST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LESS THE NORTH 25 FEET, THE SOUTH 25 FEET AND THE EAST 25 FEET THEREOF FOR THE RIGHT-OF-WAY, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

Folio 30-6914-000-0520

PARCEL 2: THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA.

Folio 30-6914-000-0540

PARCEL 1: THE WEST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF THE SE 1/4, LESS THE SOUTH 35 FEET THEREOF FOR ROADWAY PURPOSES, OF SECTION 14, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA.

KENDALL ASSEMBLAGE NORTH, ID# 30909

Folio 30-6914-000-0531

PARCEL 2: THE WEST 154.52 FEET OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTH 1/2, LESS THE EAST 25 FEET FOR ROAD, OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 56 SOUTH, RANGE 39 EAST, AND LESS ANY PORTION LYING ON A ROAD RIGHT OF WAY FOR SW 232ND STREET, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

Folio 30-6914-000-0530

PARCEL 1: THE NORTH 1/2, LESS THE WEST 154.52 FEET, OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LESS THE EAST 25 FEET IN SECTION 14, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ASSUMPTION AND ACCEPTANCE OF AGREEMENT RIGHTS

THIS ASSUMPTION AND ACCEPTANCE is made and entered into at **Miami-Dade County, Florida** this _____ day of _____, 20____ ("Effective Date").

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and pursuant to Chapter 190, Florida Statutes, as approved by the Miami-Dade Board of County Commissioners per Ordinance 19-28 on April 9, 2019, ("**BLACK CREEK CDD**"), whose mailing address is: 8785 S.W. 165 Avenue, Suite 200, Miami, Florida 33193, hereby assumes joint right, title and interest in and to that certain Agreement for "**D & B PROPERTY**," ID# 30253, between Miami-Dade County ("**COUNTY**"), a political subdivision of the State of Florida, and **D & B INC.**, a Florida corporation, dated April 1, 2019, recorded in Official Records Book **31392**, at Page **3356**, of the Public Records of Miami-Dade County, Florida (**the "AGREEMENT"**), which was assigned to **LENNAR HOMES, LLC**, a Florida limited liability company ("**LENNAR HOMES**"), per an **ASSIGNMENT**, dated May 9, 2019, recorded in Official Records Book **31442**, at Page **4264**, and amended by **ADDENDUM NUMBER ONE**, between the **COUNTY** and **LENNAR HOMES**, dated August 13, 2019, recorded in Official Records Book 31570, at Page 4164.

This **Assumption and Acceptance of Agreement Rights** shall take effect only upon the acceptance of same by the **COUNTY**, covering the real property legally described in **Exhibit "A" (the "Property")**, attached hereto and made a part hereof.

BLACK CREEK CDD, by these presents, hereby jointly assumes only the duties and obligations of the **DEVELOPER** under the **AGREEMENT** related to conveyance of the water and sewer facilities, and is jointly entitled to all the rights of the **DEVELOPER** under the **AGREEMENT**, except that **LENNAR HOMES** shall retain all rights to construction connection charge payments received from parties other than the **DEVELOPER** who connect to water mains and/or gravity sewer mains installed pursuant to the **AGREEMENT**, water main oversizing credit payments for oversized water mains installed pursuant to the **AGREEMENT**, and any other direct payments. The **DEPARTMENT** recognizes that all duties and obligations of installing the water and sewer facilities are fully completed. The **DEPARTMENT** also recognizes, consents and approves the addition of **BLACK CREEK CDD**, as a **DEVELOPER** under the **AGREEMENT**, as stipulated herein.

BLACK POINT CDD and **LENNAR HOMES**, acknowledge that from said effective date forward they shall be collectively the **DEVELOPER** under the **AGREEMENT** and agree to abide by all of the terms and conditions of the **AGREEMENT**.

The **COUNTY**, by and through the **DEPARTMENT**, by these presents hereby represents that as of the date of the execution of this **Assumption and Acceptance of Agreement Rights**, **LENNAR HOMES** is in good standing and not in default.

With the execution of this **Assumption and Acceptance of Agreement Rights**, the **DEVELOPERS** at their own expense shall deliver to the **DEPARTMENT** an opinion of title for the **Property** issued by a qualified attorney licensed to practice law in the State of Florida, which states that **BLACK CREEK CDD** has certain general powers over the **Property**, as provided by Chapter 190, Florida Statutes, and Ordinance 19-28.

This instrument prepared by:
Christopher Schaffer
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

IN WITNESS WHEREOF, the parties hereto have caused this **Assumption** to be executed by their respective officials as of the day and year above written.

WITNESSETH:

MIAMI-DADE COUNTY

signature

By: _____

print name

3575 S. LeJeune Road, Miami, FL 33146

**Brandon Garcia,
New Business Manager**

**For: Roy Coley, Director
Miami-Dade Water and Sewer Department**

signature

print name

3575 S. LeJeune Road, Miami, FL 33146

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of: (check one)
☐ physical presence; or ☐ remote audio-visual means, this _____ day of _____,
20____, by **Brandon Garcia, New Business Manager**, for **Roy Coley, Director**, of the Miami-Dade
Water and Sewer Department, who is personally known to me and did not take an oath.

Notary Public

print name

Serial Number

WITNESSETH:

LENNAR HOMES, LLC, A FLORIDA LIMITED
LIABILITY COMPANY

signature

Print Name: _____

Address: _____

By: _____

signature

Carlos Gonzalez

Address: _____

signature

Print Name: _____

Address: _____

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of: (check one)
☐ physical presence; or ☐ remote audio-visual means, this _____ day of _____,
20____, by **Carlos Gonzalez**, who is personally known to me or has/has not produced
_____ as identification and did/did not take an oath.

Notary Public

print name

Serial Number

WITNESSETH:

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized under and pursuant to Chapter 190, Florida Statutes

signature
Print Name: _____
Address: _____

By: _____
signature
Print Name: _____
Address: _____

signature
Print Name: _____
Address: _____

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of: (check one)
☐ physical presence; or ☐ remote audio-visual means, this _____ day of _____,
20____, by _____, who is personally known to me or has/has not
produced _____ as identification and did/did not take an oath.

Notary Public

print name

Serial Number

Approved for Legal Sufficiency:

Assistant County Attorney

EXHIBIT "A"
OF
ASSUMPTION AND ACCEPTANCE OF
AGREEMENT RIGHTS

LEGAL DESCRIPTION:

The East 1/2 of the SE 1/4 of the SE 1/4 of Section 14, Township 56, South, Range 39 East, lying West of the Right-of-Way of the Florida East Coast Railway lying and being in Dade County, Florida; also known as Tracts 1 through 6, together with all the streets as shown on Amended Plat of the East 1/2 of the SE 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, Dade County, Florida, formerly known as GOULDS ESTATES, as per Plat Book 28, Page 48, Public Records of Dade County, Florida,

LESS the South 35 feet in Silver Palm Drive (also known as S.W. 232 Street) and the East 35 feet in Avon Avenue (Also known as S.W. 127 Avenue),

And LESS the Right-of-Way for Dixie Highway,

And LESS the following: Begin at the NW corner of the East 1/2 of the SE 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, Dade County, Florida; thence run South 1° 02' 18" East along the West line of the East 1/2 of the SE 1/4 of the SE 1/4 of said Section 14 for a distance of 662.35 feet to the NW corner of the SE 1/4 of the SE 1/4 of the SE 1/4 of said Section 14; thence run South 49° 19' 33" East for a distance of 684.33 feet; thence run North 42° 30' 25" East for a distance of 60.00 feet; thence run North 47° 29' 35" West for a distance of 0.86 feet; thence run North 49° 19' 33" West for a distance of 622.52 feet to a point of curvature of a circular curve to the right; thence run Northwesterly, along the arc of said circular curve to the right having a radius of 80.00 feet, through a central angle of 48° 17' 17" for an arc distance of 67.42 feet to a point of tangency with a line that is 60.00 feet East of and parallel with the West line of the SE 1/4 of the SE 1/4 of said Section 14; thence run North 01° 02' 16" West, along the line that is 60.00 feet East of and parallel with the West line of the Northeast 1/4 of the SE 1/4 of SE 1/4 of said Section 14, for a distance of 589.37 feet to a point on the North line of the SE 1/4 of the SE 1/4 of said Section 14; thence run South 89° 10' 24" West along the North line of the SE 1/4 of the SE 1/4 of said Section 14 for a distance of 60.00 feet to the Point of Beginning, lying and being in Dade County, Florida,

And LESS the following: A parcel of land in that part of the East 1/2 of the SE 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, lying Northwesterly of the Right-of-Way for Florida East Coast Railway, said parcel of land being more specifically described as follows:

From an iron pipe in concrete marking the SE corner of said Section 14, bear North 1° 01' 21" West, along the East coast line of said Section 14, a distance of 133.55 feet to the Point of Beginning; thence continue North 1° 01' 21" West, a distance of 8.94 feet; thence, North 47° 29' 22" West, a distance of 160 feet; thence South 42° 30' 38" West, a distance of 100 feet; thence South 47° 29' 22" East, a distance of 168.12 feet to the intersection thereof with the Northwesterly Right-of-Way line of the Florida East Coast Railway; thence North 41° 18' 49" East, along said Right-of-Way line, a distance of 93.55 feet to the Point of Beginning.