

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT
DISTRICT**

**REGULAR MEETING
AGENDA**

April 25, 2018

Boynton Village Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W • Boca Raton, Florida 33431
Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-Free: (877) 276-0889

April 18, 2018

Board of Supervisors
Boynton Village Community Development District

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

Dear Board Members:

The Board of Supervisors of the Boynton Village Community Development District will hold a Regular Meeting on Wednesday, April 25, 2018 at 10:30 a.m., at 2300 Glades Road, Suite 202E, Boca Raton, Florida 33431. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Funding Agreement (2018 Project)
4. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - i. NEXT MEETING DATE: May 8, 2018 at 10:30 A.M.
5. Supervisors' Requests
6. Adjournment

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

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094
CONFERENCE ID: 4220290111

FUNDING AGREEMENT
(2018 Project)

This Funding Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2018 (the “Effective Date”), by and between:

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Boynton Beach, Palm Beach County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

BR CORTINA ACQUISITION, LLC, a Florida limited liability corporation, an owner and developer of lands within the boundaries of the District, whose address is c/o Blackrock, 400 Howard Street, San Francisco, California 94105, and whose local address is 2300 Glades Road, Suite 210E, Boca Raton, Florida 33431, and its successors and assigns (the “Developer”).

RECITALS

WHEREAS, the CDD and Developer entered into that certain Funding Agreement (2015 Project-SMU Improvements) dated _____, 20__, (the “**2015 Project Funding Agreement**”). A primary purpose of the 2015 Project Funding Agreement was to provide for the funding of certain stormwater management improvements in connection with the Developer’s development of a residential community known as “Cortina at Boynton Village” located within the CDD boundaries, as shown on the revised site plan attached to the 2015 Project Funding Agreement as Exhibit “A”; and

WHEREAS, the Developer has again revised its site plan (the “New Site Plan”) for the proposed development of Cortina at Boynton Village, which will necessitate the Developer and CDD exchanging certain parcels of land located within and adjacent to an existing lake currently owned and maintained by the District for purposes of stormwater management (“Lake A”), and the reconfiguration of the affected lank banks; as well as the conveyance from the CDD to the Developer of another parcel of land owned by the CDD that was previously designated for the installation of a second lake (“Lake B”), but will now be developed for residential purposes as shown on the New Site Plan; and

WHEREAS, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, the District desires to proceed with the discharge of its duties, including but not limited to the acquisition, construction, and delivery of certain community development services, facilities, and improvements to serve the District, and specifically certain stormwater management facilities, including but not limited to earthwork, drainage, and the reconfiguration and excavation of Lake A as shown on Exhibit A attached hereto, as well as related stormwater management improvements and facilities, all as such services, facilities, and improvements are more specifically described in the plans and specifications prepared by Schnars Engineering Corporation dated

_____, 2018, as amended from time to time with the consent of the District (the “Plans and Specifications”), which Plans and Specifications are on file at the offices of the District and are specifically incorporated into and made a part of this Agreement (collectively, the “2018 Project Improvements”); and

WHEREAS, Developer is requesting the reconfiguration of Lake A and the conveyance of Lake B, which are necessary for the Cortina at Boynton Village development as depicted on the New Site Plan; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a special benefit to the lands within the District to construct the 2018 Project Improvements and to convey the Lake B parcel to Developer, which will serve certain lands within the District; and

WHEREAS, the Developer understands and acknowledges that there are no further bond proceeds or other District funds available to the District for the acquisition and construction of the 2018 Project Improvements or the underlying lands, but Developer desires to fully fund at Developer cost and expense all work, including, but not limited to, design, permitting, and construction of said public infrastructure 2018 Project Improvements, legal fees and costs associated with the 2018 Project Improvements and the conveyance of the Lake B parcel to Developer; and

WHEREAS, Developer further acknowledges that it is Developer’s obligation to fund and complete the 2018 Project Improvements for purposes of Developer’s implementation of the New Site Plan, and that any payments made to the District pursuant to this Agreement shall not be considered reimbursable advances, a loan, or a deferred cost; and

WHEREAS, the Developer recognizes that in the District’s discharging of said duties and responsibilities, certain recognizable and real benefits will accrue to the land; and

WHEREAS, the parties contemplate that a Land Swap Agreement will be entered into between the parties on or about the date of this Agreement, which Land Swap Agreement will provide for the conveyance and exchange of real property that will result in the District owning the reconfigured Lake A parcel and the Developer owning a portion of the currently configured Lake A, which will be filled-in pursuant to this Agreement, and the Lake B parcel as further provided in the Land Swap Agreement; and

WHEREAS, it may be necessary for the District to grant a temporary construction easement to the Developer and its authorized agents for the purposes of the construction of the 2018 Project Improvements, and District agrees to grant Developer such temporary construction easement pursuant to this Agreement; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors, successors-in-title and assigns.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

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

2. **CONSTRUCTION OF PROJECT 2018 IMPROVEMENTS.**

A. Using the Plans and Specifications, and any supplements thereto approved in writing by the District, in its commercially reasonable discretion, the Developer shall procure in accordance with applicable Florida law a contractor or contractors to complete, at Developer's expense, the Project 2018 Improvements in accordance with the Plans and Specifications and requirements of appropriate governmental or quasi-governmental authorities having jurisdiction.

B. Nothing in this Agreement shall obligate the District to reimburse or otherwise make any payment(s) to Developer in connection with the Project 2018 Improvements.

D. If, at any time, there is any lien or encumbrance filed against any property owned by District by a contractor or subcontractor or anyone claiming under or through the Developer for work performed or materials, supplies or equipment furnished in connection with the Project 2018 Improvements, the Developer shall, within seven (7) days after notice from District, cause such lien or encumbrance to be canceled and discharged of record by bonding or otherwise.

E. The Developer shall use its best skill, attention and judgment, and shall act diligently and with due care with respect to completing the Project 2018 Improvements and shall cooperate fully with District in all matters relating to the Project 2018 Improvements.

F. Developer shall not make any payments to any person or entity providing services or materials pursuant to an approved Project 2018 Improvements Contract ("Provider") unless and until the Provider provides:

(i) A statement showing all subcontractors, materialmen and equipment lessors with whom Provider has entered into subcontracts or leases, all lienors giving notice to Developer, all lienors who have not given notice to Developer but who have been disclosed to District (District shall require Providers to disclose their sub-subcontractors and suppliers), the amount of each such subcontract or lease, the amount requested for any subcontractor, sub-subcontractor, materialman or equipment lessor in the request for payment, and the amount to be paid to Provider for such progress payment; and

(ii) Duly executed lien releases from Provider and all subcontractors, sub-subcontractors, materialmen and equipment lessors who have performed work and/or supplied materials or equipment for the period immediately preceding the current request for payment, establishing payment or satisfaction of the payment requested by Provider for such immediately preceding period.

Developer shall ensure that upon submittal of invoices from Providers, all work completed by Providers shall be free and clear of liens, claims, security interests or encumbrances in favor of the Provider, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the construction, installation, and/or completion of the Project 2018 Improvements.

3. COMPLETION OF PROJECT 2018 IMPROVEMENTS.

A. The Developer shall complete the re-configuration of Lake A so that the re-configuration (i.e., excavation) of the east bank of Lake A is completed on or before the reconfiguration (i.e., filling) of the south bank of Lake A. Upon completion of the Project 2018 Improvements, the Developer shall provide District with a certificate from Schnars Engineering Corporation or other licensed engineer mutually selected by the District and the Developer confirming completion of the Project 2018 Improvements in accordance with the Plans and Specifications.

B. The Project 2018 Improvements shall be completed no later than June 30, 2020.

4. INDEMNIFICATION. To the full extent permitted by law, Developer agrees to defend, indemnify, protect and hold harmless District, its respective officers, elected or otherwise, and employees (collectively, the “District” for purposes of this section) from and against any losses, damages, or injuries to persons or property, liabilities, claims, actions, judgments, costs and expenses, including, without limitation, attorneys’ fees and costs incurred pretrial, at trial and at all levels of proceedings, including appeals (“Claims”) arising out of, related to, or in any way connected with Developer’s acts, omissions or negligence or Developer’s failure to comply with all the terms and conditions of this Agreement. The terms of this Section 4 shall survive any expiration or termination of this Agreement. In no event shall the indemnification provisions of this Section 5 diminish, affect, impede or impair, in any manner, the benefits to which District or Developer may be entitled under any insurance policy required by this Agreement.

5. INSURANCE. The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law. In addition, Developer shall require that all Providers, during the term of the Project 2018 Improvements Contract(s) and for a period of at least two (2) years thereafter, carry insurance in full force and effect, for the benefit of Provider as well as the District and Developer as additional insureds, which includes, but is not limited to the following:

A. Commercial general liability insurance including (i) contractual liability coverage insuring the activities of Provider under the Project 2018 Improvements Contract, (ii) protective liability coverage on operations of independent contractors engaged in construction, (iii) blanket contractual liability coverage, and (iv) products liability coverage, in the event of bodily injury to any number of persons or of damage to property arising out of any one occurrence and including a cross-liability provision, with limits of liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate with contractual liability coverages and with no deductible in excess of \$25,000. Such

insurance shall also include coverage against liability for bodily injury or property damage arising out of the use by or on behalf of Provider of any owned, non-owned or hired automobile for a limit not less than provided in this Agreement;

B. Worker's compensation insurance covering all employees of Provider employed in, on or about the project and/or providing services with limits no less than the amount required by applicable law, and employer's liability in an amount not less than \$500,000 each occurrence, \$500,000 each employee disease, and \$500,000 policy limit – disease;

C. Commercial automobile liability, on an occurrence basis, with a combined single limit for bodily injury and property damage per accident of \$1,000,000 covering "any auto", and mandatory limits for personal injury protection and uninsured motorist coverage;

D. Errors and omissions and professional liability insurance with a limit of not less than \$1,000,000 per act with a deductible not to exceed \$100,000; and

E. Umbrella/excess liability insurance of at least \$5,000,000 excess and following form of coverages provided in (a), (b) and (c) above;

in each case with financially sound and reputable insurers licensed and qualified to do business in the State of Florida with an A.M. Best rating of A X or better, reasonably acceptable to the District. Upon execution of any contract with a Provider, Developer shall obtain from the Provider, and shall provide to District, a certificate of insurance from Provider's insurer(s) evidencing the insurance coverage required to be maintained by Provider pursuant to this Agreement. District and Developer shall be named as an additional insured under each policy, and each certificate shall provide that the insurance policy may not be cancelled before the expiration of thirty (30) days written notice provided to District and Developer. Except where prohibited by law, Provider shall require its insurer to waive all rights of subrogation against District's and Developer's insurers and District and Developer. Each insurance policy shall be primary insurance and any similar insurance in the name of and/or for the benefit of District and Developer shall be excess and non-contributory.

6. **INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Developer is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Developer agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Developer and the District and the District will not be liable for any obligation incurred by Developer, including but not limited to unpaid minimum wages and/or overtime premiums.

7. **SUCCESSORS.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors, successors in title, and assigns.

8. **CONSTRUCTION OF TERMS.** Whenever used, the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

9. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between District and Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

10. **CAPTIONS.** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

11. **SEVERABILITY.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

12. **EXECUTION OF DOCUMENTS.** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

13. **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 executed and sent by facsimile or electronic transmission (i.e. e-mail), which facsimile or electronic copy shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

14. **AUTHORITY.** 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 the requirements of law, and each party has full power and authority to enter into and comply with the terms and provisions of this Agreement.

15. **AMENDMENTS AND WAIVERS.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Developer to insist upon the strict

performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

16. **APPLICABLE LAW.** This Agreement is made and shall be construed under the laws of the State of Florida.

17. **VENUE.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Palm Beach County, Florida.

18. **REMEDIES.** A default by either party under the Agreement shall entitle the other 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 and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property within the District and owned by the Developer, which lien shall be foreclosable in the manner of mechanics' liens pursuant to Chapter 713, Florida Statutes, or as otherwise provided by law.

19. **COSTS AND FEES.** In the event that either 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 all costs incurred, including reasonable attorney's fees, paraprofessional fees and costs incurred pretrial, at trial, alternate dispute resolution, or appellate proceedings.

20. **NO 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.

21. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties in 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 deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

22. **ASSIGNMENT.** This Agreement may be assigned by the Developer, provided that the Developer first obtains the prior written approval of the District, which approval shall not unreasonably be withheld; provided, however, Developer may assign this Agreement to Morgan Development Group, or an entity related thereto, without the prior written approval of the District.

23. **FURTHER ASSURANCES.** To the extent authorized by applicable law, Developer and District each covenant and agree that they will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the other which are necessary to carry out fully and effectuate the terms of this Agreement.

24. **NOTICES.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, sent by facsimile or electronic transmission (i.e. e-mail) with a copy by mail, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: Boynton Village Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attention: District Manager
Facsimile: (561) 571-0013
E-mail: wrathellc@whhassociates.com

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles, Esq.
Facsimile: (954) 764-7279
E-mail: dlyles@bclmr.com

Developer: BR Cortina Acquisition LLC
c/o Blackrock
400 Howard Street
San Francisco, California 94105
Attention: Andrew Toby
Facsimile: (415) 618-1761
E-mail: andrew.toby@blackrock.com

With Copy to: BR Cortina Acquisition LLC
2300 Glades Road, Suite 210E
Boca Raton, Florida 33431
Attention: John Markey
Facsimile: (561) 909-1326

E-mail: jmarkey@jkmdevelopers.com
AND

Berger Singerman LLP
350 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Jeffrey R. Margolis, Esq.
Facsimile: (954) 523-2872
E-mail: blapides@bergersingerman.com

Except as otherwise provided in this Agreement, any notice, request or other communication shall be deemed received (a) upon actual delivery at the addresses set forth above if by personal delivery or courier, (b) on the date of transmission if by facsimile or electronic transmission (i.e. e-mail), or (c) on the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes 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.

25. **TERMINATION OF 2015 PROJECT FUNDING AGREEMENT.** The 2015 Project Funding Agreement is hereby terminated and is of no further force or effect.

26. **PUBLIC RECORDS.**

A. Developer 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 Developer 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 Developer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Developer transfers all public records to the District upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer 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. The Developer 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 Developer, the Developer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Developer acknowledges that should Developer fail to provide the public records to the District within a reasonable time, Developer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**WRATHELL, HUNT & ASSOCIATES, LLC
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FLORIDA 33431
TOLL-FREE: (877)276-0889
PHONE: (561)571-0010
FAX: (561)571-0013
WWW.WHHASSOCIATES.COM**

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

Attest:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chair/Vice-Chair

_____ day of _____, 2018

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as Chair/Vice-Chair of the Board of Supervisors for BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as Secretary/Assistant Secretary of the Board of Supervisors of the BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

BR CORTINA ACQUISITION LLC, a Florida limited liability company

By: BRIDGE CORTINA MANAGEMENT, LLC, a Florida limited liability company, as Manager

Witnesses:

Print Name

By: _____
Print Name: _____
Title: _____

Print Name

_____ day of _____, 2018

(CORPORATE SEAL)

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of BRIDGE CORTINA MANAGEMENT, LLC, a Florida limited liability company, as Manager of BR CORTINA ACQUISITION LLC, a Florida limited liability company. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

Exhibit A

Lake A Re-configuration