

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT
DISTRICT**

**REGULAR MEETING
AGENDA**

May 23, 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

May 16, 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, May 23, 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 Resolution 2018-03, Approving the District's Proposed Budget for Fiscal Year 2018/2019 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; and Providing an Effective Date
4. Consideration of Temporary Construction and Access Easement (2018)
5. Staff Reports
 - A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
 - B. District Engineer: *Schnars Engineering Corporation*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - i. NEXT MEETING DATE: June 13, 2018 at 10:30 A.M.
6. Supervisors' Requests
7. 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: 8518503

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2018-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2018/2019 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Boynton Village Community Development District (“**District**”) prior to June 15, 2018, a proposed operating budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2018 and ending September 30, 2019 (“**Fiscal Year 2018/2019**”); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2018/2019 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: September 12, 2018
HOUR: 10:30 A.M.
LOCATION: 2300 Glades Road
Suite 202E
Boca Raton, Florida 333431

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

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2018.

ATTEST:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

Exhibit A

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

GERALD L. KNIGHT, ESQ.
BILLING, COCHRAN, ET AL.
515 E. LAS OLAS BLVD., 6TH FLOOR
FORT LAUDERDALE, FLORIDA 33301

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT (2018)

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT (this "**Easement**") is granted this ____ day of _____, 2018, by BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "**Grantor**") in favor of BR CORTINA ACQUISITION, LLC, a Delaware limited liability company, its successors and/or assigns (the "**Grantee**").

R E C I T A L S :

A. Grantor and Grantee entered into that certain Boynton Village Land Conveyance Agreement with an effective date of _____, 2018 (the "**Agreement**") pursuant to which Grantee conveyed to the Grantor real property located within Boynton Town Center in the City of Boynton Beach so that Grantor is the fee simple owner of the lakes within Boynton Town Center more particularly described on the attached **Exhibit A** (the "**Lake Property**" or "**Easement Property**").

B. The Agreement provides that Grantee shall be responsible to (1) excavate the Existing Lake Expansion Parcel described in "Exhibit A" of the Agreement, and (2) fill one of the New Development Parcels described in "Exhibit C-__" of the Agreement. In order for Grantee to perform the excavation and fill work ("**Lake Improvements**"), Grantor agreed to grant to Grantee a temporary construction and access easement allowing Grantee access to the Lake Property for the purpose of completing the Lake Improvements.

C. In order to facilitate the completion of the Lake Improvements, Grantor desires to grant to Grantee, its contractors, subcontractors, agents, employees, successors and assigns (collectively, the "**Grantee Parties**") a temporary, non-exclusive construction and access easement over and across the Lake Property for the construction, installation and development of Lake Improvements.

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated into and form a part of this Easement.

2. Grant of Easement. Subject to the terms of this Easement, Grantor hereby grants to Grantee a temporary, non-exclusive easement (the “**Construction Easement**”) over and across the Lake Property, for the use and benefit of Grantee and the Grantee Parties, as set forth in this Easement. The Construction Easement shall expressly include the right of ingress and egress over and across the Easement Property, as reasonably necessary for the exercise of the rights granted in this Easement. The Construction Easement will terminate (the “**Easement Termination**”) upon the completion of the Lake Improvements. Such Easement Termination is intended to be automatic and require no further action on the part of any party to this Easement, provided however, upon the occurrence of the Easement Termination pursuant to this Section 2, and if so requested in writing by Grantor, Grantee hereby agrees to execute a termination of this Easement to be recorded in Public Records of Palm Beach County, Florida by Grantor.

3. Limitation of Use. The Construction Easement shall be used by Grantee and the Grantee Parties solely for the purpose of construction and/or installation of the Lake Improvements and related work within the Lake Property in accordance with the specifications and requirements contained in the Site Plan for Cortina approved by the City of Boynton Beach City Commission. Grantee shall take all commercially reasonable precautions so as not to impede Grantor’s access to the Easement Property during the term of this Easement; provided however, Grantee may limit, restrict or prohibit access to the Easement Property during construction and installation of the Lake Improvements for safety and other reasons.

4. Grantee’s Indemnification. Grantee agrees to indemnify, defend and hold Grantor and its agents and employees harmless from any damage, loss, cost, expense (including, without limitation, reasonable costs, attorneys’ fees and paraprofessional fees pretrial, at trial and at all levels of proceedings, including appeals), or claims of damage to property, personal injury, death or other matters caused directly or indirectly by or arising from the acts or omissions of Grantee or any of the Grantee Parties, in connection with Grantee’s use of the Easement Property; provided, however, the foregoing indemnity shall not apply (i) with respect to any losses to the extent that such losses are the result of any acts or omissions on the part of Grantor or any of its employees, agent, contractors, subcontractors, successors and/or assigns or (ii) to the extent such losses are covered by the insurance required to be maintained by the Purchase Agreement, if any.

5. Covenants of Grantor. Grantor hereby covenants and agrees with Grantee that it will not, at any time, take any action which materially and adversely affects the rights granted in this Easement to the Grantee and Grantee Parties and will reasonably cooperate with the Grantee and Grantee Parties, at Grantee’s sole cost and expense (including, without limitation, all legal and consultant fees, if any, incurred by Grantor), in connection with obtaining, transferring, amending, supplementing and/or renewing any permits or approvals from any governmental or quasi-governmental authorities necessary with respect to use and enjoyment of the rights granted to the Grantee and Grantee Parties. To the extent allowed by law, Grantor agrees to indemnify, defend and hold Grantee and its agents and employees harmless from any damage, loss, cost, expense (including, without limitation, reasonable costs, attorneys’ fees and paraprofessional fees pretrial, at trial and at all levels of proceedings, including appeals), or claims of damage to property, personal injury, death or other matters caused directly or indirectly by or arising from

the acts or omissions of Grantor or any of its employees, agent, contractors, subcontractors, successors and/or assigns (the “**Grantor Parties**”), in connection with Grantor’s use of the Easement Property; provided, however, the foregoing indemnity shall not apply (i) with respect to any losses to the extent that such losses are the results of any acts or omissions on the part of Grantee or any of the Grantee Parties or (ii) to the extent such losses are covered by the insurance required to be maintained by the Purchase Agreement, if any.

6. Enforcement. The terms of this Easement may be enforced by Grantor or Grantee by injunctive relief and any other available remedies. By way of example, and not limitation, Grantee shall be entitled to enjoin any activity or use of the Easement Property that is inconsistent with this easement and rights granted to Grantee pursuant to this Easement. In the event of any litigation between Grantor and Grantee concerning the terms of this Easement, the prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable attorneys’ fees and costs, pretrial, at trial and at all levels of proceedings, including appeals.

7. Modification. Except as set forth in Section 2 above with respect to an Easement Termination, this Easement cannot be amended, modified, released or terminated except by written agreement executed by Grantor and Grantee, and recorded in the Public Records of Palm Beach County, Florida.

8. Notices. All notices given pursuant to this Easement shall be in writing and shall be given in the manner described in the Purchase Agreement.

9. Covenant Running with the Land. All provisions of this Easement, including the rights, benefits and burdens set forth in this Easement shall be a covenant running with the land, binding upon Grantor, Grantee, their successors and assigns, but only during the term of this Easement.

10. Definitions. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

11. Headings. The section headings in this Easement are included for convenience and reference only and shall not be construed to modify or affect the terms and provisions of any section of this Easement, or to define or limit the scope or content of this Easement in any way.

12. Counterparts. This Easement may be executed in any number of counterparts, each of which will be deemed to be an original, and a complete set of which shall together constitute one and the same instrument.

13. Severability. The invalidity of any provision of this Easement shall not affect the validity of any other provision of this Agreement.

14. Governing Law. This Easement shall be governed by and in accordance with the laws of the State of Florida.

15. No Waiver. Enforcement of the terms and provisions of this Agreement shall be at the reasonable discretion of the aggrieved party, and any forbearance by such aggrieved party to exercise its rights under this Easement in the event of any breach hereof by the other party, shall not be deemed or construed to be a waiver of the aggrieved party’s rights under this Easement.

16. Construction. All of the parties to this Agreement have participated in the negotiation of this Easement and have been represented by legal counsel (or have been afforded the opportunity to do so and have declined). Accordingly, this Agreement shall not be construed more strictly against any one of the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the date above first written.

GRANTOR:

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

By: _____
Name: _____
Title: _____

WITNESSES

Sign _____

Print _____

Sign _____

Print _____

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, as _____ of Boynton Village Community Development District, on behalf of the District, who is personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print name: _____

[GRANTEE’S SIGNATURE APPEARS ON FOLLOWING PAGE]

GRANTEE:

BR CORTINA ACQUISITION, LLC, a
Delaware limited liability company

WITNESSES

Sign _____

Print _____

Sign _____

Print _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, as _____ of BR Cortina Acquisition, LLC, a Delaware limited liability company, who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print name: _____

EXHIBIT A

TRACT L OF THE CORTINA PUD REPLAT THREE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK _____, PAGE ____ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.