



Botaniko
Community Development District

<http://www.botanikocdd.com>

Antonio Fernandez, Chairman

Jai Kumar Lachu Nandwani, Vice Chairman

Tony Sanchez, Assistant Secretary

Michael Piazza, Assistant Secretary

Heberto Del Rio, Assistant Secretary

October 6, 2026



Botaniko

Community Development District

Agenda

Seat 3: Antonio Fernandez (C.)	
Seat 4: Jai Kumar Lachu Nandwani (V.C.)	
Seat 2: Tony Sanchez (A. S.)	
Seat 1: Michael Piazza (A.S.)	
Seat 5: Heberto Del Rio (A.S.)	

Tuesday
October 6, 2026
1:00 p.m.

2900 Glades Circle, Suite 325, Weston FL 33327

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Meeting ID: 218 895 102 063 and Passcode: 9Eo6Ww9Z
1 872-240-4685 and Phone conference ID: 779 862 712#

1. Roll Call
2. Approval of Minutes of the August 4, 2026 Meetings – **Page 3**
3. Consideration of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2026 – **Page 25**
4. Updates and Status on:
 - A. Fountains Installation in Botaniko District Lakes
 - 1) Lake Status and Corrective Actions – **Page 30**
 - B. Reimbursement from Developer – **Page 42**
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5. Staff Reports
 - A. Attorney
 - B. Engineer
 - 1) SFWMD Transfer Request and Certification – **Page 43**
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 - C. Manager – Reference Maps – **Page 95**
6. Financial Reports
 - A. Approval of Check Register – **Page 97**
 - B. Approval of Unaudited Financials – **Page 100**
7. Supervisors Requests and Audience Comments
8. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.botanikocdd.com>

MINUTES OF MEETING BOTANIKO COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Botaniko Community Development District was held on Tuesday, August 4, 2026, at 1:00 p.m. at 2900 Glades Circle, Suite 325, Weston, Florida

Present and constituting a quorum were:

Antonio Fernandez
Jai Nandwani
Tony Sanchez
Heberto Del Rio

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Andrew Gill
Paul Winkeljohn
Ginger Wald
Michael Miller
Several residents

District Manager
Governmental Management Services (by phone)
District Counsel
Guest

FIRST ORDER OF BUSINESS

Roll Call

Mr. Gill called the meeting to order and called roll.

SECOND ORDER OF BUSINESS

Approval of Minutes of the July 7, 2026 Meeting

Mr. Gill: The next item on the agenda are the approval of the minutes of the July 7, 2026 meeting. Are there any additions, deletions or corrections, I know we have a few from District Counsel.

Ms. Wald: Yes, I identified some Scrivener's errors and Michael Pawelczyk was not here it that should have been Paul Winkeljohn instead, and they really were just Scrivener's error, so "secondary" instead of "carry" on page 20, and on page 21 it should be "that", so I will provide this to District manager to make those small changes.

Mr. Gill: If there are no further edits to the minutes, I'm just looking for a motion to approve as amended by Ginger.

On MOTION by Mr. Nandwani seconded by Mr. Fernandez with all in favor, the Minutes of the July 7, 2026 Meeting with the submitted changes were approved.

THIRD ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2027 Budget

A. Motion to Open the Public Hearing

Mr. Gill: Moving on to item No. 3 we will now open the public hearing, and this is the public hearing to adopt the fiscal year 2027 budget. Previously the Board approved the budget and set today's date as the date to adopt, so first I'll need a motion from the Board to open the public hearing.

On MOTION by Mr. Nandwani seconded by Mr. Fernandez with all in favor, opening the Public Hearing was approved.

B. Public Comment and Discussion

C. Consideration of Resolution #2026-04 Annual Appropriation Resolution

Mr. Gill: Next I'll open it up for public comment and discussion, Paul Winkeljohn has joined us on the phone and we don't have any members of the public present in person, we do have Michael Miller here on TEAMS. Michael Miller do you have anything to add, any questions regarding the fiscal year 2027 Botaniko budget? Hearing none, I will move on to the resolution. So, it's on page 48 of your agenda, again, this is resolution #2026-04 and this is the annual appropriations resolution of relating to the annual appropriations and adopting the budget for the fiscal year beginning October 1, 2026 and ending September 30, 2027, authorizing budget amendments; and providing an effective date. Again, this turns your approved proposed budget into your final adopted budget. I've also provided hard copies, I know there was a decent amount of back and forth and edits to a few of the line items, again the budget never increased from the proposed budget and the final line items are shown in the hard copies of the budget and also the attachment to the resolution. So, if there are no questions, I'm just looking for a motion to adopt resolution #2026-04.

On MOTION by Mr. Fernandez seconded by Mr. Nandwani with all in favor, Resolution #2026-04 the Annual Appropriation Resolution was approved.

D. Consideration of Resolution #2026-05 Levy of Non Ad Valorem Assessments

Mr. Gill: Moving down to resolution #2026-05 this resolution levies your assessments. This is a resolution of the Board of Supervisors of the Botaniko Community Development District making a determination of benefit and imposing Special Assessments for fiscal year 2027, providing for the collection and enforcement of Special Assessments, certifying an assessment roll, providing for amendments to the assessment roll, providing a severability clause and providing an effective date. Again, this certifies to the Broward County Tax Collector of your assessment roll and allows you all to have your assessments on the roll to assess the resident of the community. If there are no questions on this resolution, just looking for a motion to adopt resolution #2026-05.

Mr. Fernandez: I have a question, what's the difference between the assessment roll and registered voters in the District?

Ms. Wald: The registered voters did you say?

Mr. Fernandez: Because there's an item on the agenda, its 7C-4, that says number of registered voters in the District which is 128, so I was trying to understand the difference.

Mr. Gill: Yes, so properties are assessed in the District and separate and apart from that you have the number of registered voters that are registered with the county. Florida Statutes require that we state on the record during each year the number of registered voters that are listed within the District. When that number reaches a certain threshold at 250, and after 6 years of establishment of the District, then we transfer from landowners election to a general election, you all are still landowners right but, once you get to 250 registered voters you all will transfer.

Mr. Fernandez: So that means that we have no amount per household, or we have all households that have left the District but, are still registered as voters in that 128 and are not necessarily in the District, right?

Ms. Wald: No, so for registered voters in the District what happens is the District manager provides the boundaries of the District to the Supervisor of Elections which is separate from the Property Appraiser. Supervisor of Elections goes through their registered voters to determine how many people are registered and reside within those legal description

boundaries, and so the reason why it's different is, you have some people who live in a house that aren't registered voters, you have some people who may live in a house and you have two adult children and all four of you are registered voters, so they're apples to oranges.

Mr. Fernandez: Ok, what about people that leave the District, or left the District, they were registered voters, could that happen?

Ms. Wald: It could happen, I mean what you're supposed to do, see it's a different law as to registered voters, and so under Florida Law it is your intent to be a resident somewhere, so if it is that person's intent even though let's say they left for 6 months to do military service it is their intent to come back so they are a registered voters within the District in that home, whatever that address is, and even though they're gone for 6 months under that scenario, they still have their residency at that home.

Mr. Fernandez: Ok, I understand, and how does the person do it that takes care of that?

Ms. Wald: The Supervisor of Elections?

Mr. Fernandez: Yes, how do the reconcile people that have already sold their homes in the District?

Ms. Wald: It is your obligation as a registered voter to change your voting address when you move, it is not the obligation of the Supervisor of Elections, it's the individual obligation of you as the voter.

Mr. Fernandez: Ok.

Ms. Wald: And I'm sure everybody has moved out once in their life while they were voters and every time you move, you say, that's right, I have to change that too.

Mr. Gill: It's usually part of the change of address as well, they prompt you to change your voter's registration.

Ms. Wald: But that's how it works.

Mr. Fernandez: Ok, thank you.

Ms. Wald: Not a problem, so you're still on the resolution, right?

Mr. Gill: Yes, I am. So, again, this is resolution #2026-05, this levies your Non Ad Valorem Assessments, I'm just looking for a motion to adopt this resolution.

On MOTION by Mr. Fernandez seconded by Mr. Del Rio with all in favor, Resolution #2026-05 Levy of Non Ad Valorem Assessments was approved.

E. Motion to Close the Public Hearing

Mr. Gill: Next, I'm just looking for a motion to close the public hearing.

On MOTION by Mr. Fernandez seconded by Mr. Nandwani with all in favor, closing the Public Hearing was approved.

FOURTH ORDER OF BUSINESS

Authorization to Open an Account with State Board of Administration

Mr. Gill: Moving down to item No. 4, we included this on the agenda because I couldn't confirm with our accountant, I know we talked about this before. So, in Florida, for CDDs and other governmental entities we can only store our funds in specific accounts, one of which is a State Board of Administration account. I want to on the record we have that the Board here gave us authority to open that account to make sure all the funds were put into that.

Mr. Fernandez: Who holds that account, a financial entity?

Mr. Gill: It's a pool investment account, I'm not exactly sure which bank owns it, do you know Paul, I know it's a pool of investment funds from different municipalities.

Mr. Winkeljohn: Yes, it's the state trust that receives it, there's a state process for it, so it's their account.

Mr. Fernandez: And it's FDIC insured?

Mr. Winkeljohn: It has its own insurance included in it, and I don't think it's very much, I don't know if it's 100% guaranteed or if there's a threshold like a typical account, \$250,000. Historically it's super conservative trust account if you will, there's was a time when they had some toxic funds in it but, they replaced those funds and nobody lost any money, I don't think there's every been a default.

Mr. Fernandez: Ok, alright, thank you.

Mr. Gill: Ok, so I'm just looking for a motion to authorize District staff to open that account, we use it as necessary.

Mr. Fernandez: Is there not an existing account, where are the funds now?

Mr. Gill: I think it's in our normal account.

Ms. Wald: Your funds are going to be whatever bank account you originally set up.

Mr. Fernandez: So, it's a regular checking account, and we need to transfer it since turnover.

Mr. Gill: Yes, and usually what's done, once a certain amount is in here, the accountant will just flush that money into the State Board account.

Mr. Fernandez: Ok.

Mr. Gill: So, it is in an account right now but, I'm not sure which bank that is.

Mr. Nandwani: Do you need a motion?

Mr. Gill: I do.

On MOTION by Mr. Nandwani seconded by Mr. Del Rio with all in favor, authorizing to open an account with State Board of Administration was approved.

FIFTH ORDER OF BUSINESS

Discussion and Consideration of Fountains Installation in Botaniko District Lakes

Mr. Gill: Item No. 5, this is an ongoing discussion that we've had regarding the fountains to be installed within the lakes, I know there have been some emails back and forth regarding the entity that we entered into that agreement and sort of the status of the fountains, the types of fountains that would be used, and this is just part of our ongoing discussions to keep the ball rolling.

Mr. Fernandez: So, let me briefly explain why I see this project to happen to the members of the Board because we haven't had the chance to discuss it. Right now as I understand we have been discussing the lakes for what 6 months probably and the status of the lakes is really bad, and lakes are from my perspective and I think most residents will share these views are part of the botanical community, as well as the landscape. So, it's in our best interest to have it nice and to have the residents enjoy a botanical type or style of living would be.

Mr. Del Rio: They already add to the value of the property to diminish they're going to look nice.

Mr. Fernandez: Yes, we have been somehow hiding our lakes, you can see, if you go through, we have put some landscape around for security reasons but actually they're like hiding. So, I think it would be that a fountain not only would contribute to have a healthy lakes but, also to increase the beauty in our community. So, basically what I see is, and yes we have been discussing how to approach it, who should do it, and basically the view that I have, and I'm going to talk like another resident from the District, we are already investing almost \$80,000 a year in the District administration, so that's something that will continue but, I think we can it's time that we can do something more tangible for the residents of the District, like the fountains, so my view, the way I see it is, the District could take the initiative of planning how to install these fountains, defining which lakes because we have like 10 lakes within the District but probably not all 10 will be necessary or some will be different types of fountains, there are several providers that need to be screened and so forth. So, that's more or less my thing, that I think we can increase the value, we can increase the beauty, we can increase the health of the lakes and the residents will welcome that, and they will see something tangible behind the taxes that they are paying, or we are paying too.

Mr. Nandwani: Yes, I agree with that view entirely, I think we're looking at how we can continue to benefit the District, this is something that has been a discussion for a long time is a need of the District, and it's benefit to the residents that is tangible. I think putting it together has been a complication because of the various entities involved and so I guess part of what you might be suggesting Antonio is that it makes sense for the District itself to take the lead in coordinating these various moving entities just that this can become a reality because for us to do with the kind caps and knowledge that at least I have, I mean I don't even know who to speak to because there's like 6 different entities somehow involved with the city connected to the Bonaventure Development District with them, the stormwater somewhere else, secondary lines, I mean it's a puzzle.

Mr. Fernandez: And besides that, the District already owns several infrastructure parts of the District, and specifically the lakes are shared between the CDD, the Botaniko CDD and Bonaventure or the City of Weston. It makes sense to me that it's an issue that lead by the Botaniko CDD but involving the other entities, so that's my view but, I would like to hear from you.

Mr. Nandwani: Question, where do we stand as far as, when I was in conversations with Bonaventure as far as the cleaning up, or I guess there was some growth or all that, so where are we with that?

Mr. Gill: So, we reached out to them, I know Paul can give a bit more clarity on it but, we reached out to them, we provided them with pictures, they did one treatment, they said they would do another treatment to clean it up, there had been some, and you all as residents can attest to it, it looked some of the vegetation had diminished based on the two sprayings.

Mr. Fernandez: Some had turned a light brown, and I think they were requesting a mechanical action, some of them, some have not reacted at all, I don't know if they have even been treated because as we discussed at the last meeting, we don't have a way to track what has been done, and what is missing because we don't know how many times they go, or when they go, and what do they do, in which of the lakes, so it's very difficult to assess and when you look at them, they really the same, there is a little bit there, some of them, and you had been there like a month ago, so if you go today you'll see almost the same thing.

Mr. Winkeljohn: And I can add a little bit of detail if you want. I do have access and they are circulating their treatment reports to us, so we can track the monthly visit, those are standard. What they've been doing is they do a mid-month treatment, they've done that twice like Andrew said, the results do take quite a while because it's seasonal and then you have the die off and when it actually sinks and disappears. The mechanical is always the quickest most obvious solution so we had the pictures, we press them to retreat and then next round of inspections so Andrew I think will hopefully have a chance to do shortly we'll say it's not fast enough can we arrange for the mechanical, that's my recommendation.

Mr. Nandwani: Ok, and that was going to be my next question because I know the canals and certain areas, they come in there and not dredge but, they do that cleanup with the barges and stuff like that, so I think that would make sense for them to do. Also, and again I'm not a fountain expert but, I think before any fountains are installed the lakes need to be cleaned up.

Mr. Winkeljohn: Right.

Mr. Fernandez: Well, I'm not an expert, I don't know if they could be done in parallel because of the fountains, in order to be installed we will first need to define where, what type of fountains, which price, how are we going to fund it, and so forth, so there's previous work to be done that could be done in parallel with the mechanical removal and treatment, so that when they finish we are ready to go ahead. So, in that regard, I don't know what do you think Heberto, do you have any comments?

Mr. Del Rio: No, I'm ok, I mean I have heard, and again, I'm no expert that sometimes you see the mechanical extractions who generate more condemnation because all these plants have like spores, and once you remove them they drop in the water and then they could grow again, I don't know, that's not my area of expertise, so if that's something that people have done and are doing, then do it.

Mr. Fernandez: That's exactly why the city is involved, the experts from the city are involved, I understand.

Mr. Gill: I don't want to rain on your parade, I know we want to limit this, and this Board is constantly talking about reducing costs and overhead, I think we have to engage the engineer most like to talk about the fountains, the fountains that are being installed, and the lake banks, so I just want to make sure that the funds that we're using for this we actually have in our budget going into next year. I know we have \$14,000 in contingency to be used for this project that isn't earmarked for anything, and we've reduced the engineer substantially going into the next fiscal year as well.

Ms. Wald: Well, I think what you're talking about is projecting to do fountains, and CDD being the one to engage with I'll just say the city to make it easy, the city for the installation of the fountains because we know that part of the lakes, the majority part of the lakes are owned by Bonaventure Development District which is a dependent District of the city, so I'm just going to call it the city, and the city requires which is in your packet that Paul previously provided a revocable license agreement for that to occur. So, that is something obviously the CDD can do, that's not barred to do that, so the CDD can utilize what funds it has within the balances as well, that's not barred either, the maintenance is where we would have to make sure that even though the CDD, what we're talking about right now in concept would be entering into an agreement. If the CDD is not performing maintenance because we do have the maintenance agreement for everything else with the HOA, the HOA is going to have to join in anyway.

Mr. Fernandez: Absolutely, and we can extend the maintenance agreement between the HOA and the CDD to approve the funds.

Ms. Wald: Right, and they might have to join in on the license agreement as well, we have to ask the city. So, I think, like you were talking about because you do have a good many lakes within the community is what lakes you're talking about, how large are they, and what you're looking at in price, because you can always get prices from different horsepower is really what you're looking at per lakes.

Mr. Fernandez: With lights, without lights, and so forth.

Ms. Wald: Yes, all those things, so at least you can start looking at it while this is going on with as you were saying getting rid of the excess growth that are in the lakes, and you can bring it in the next meeting, just to give you ideas of what's available.

Mr. Fernandez: Well, I did some research, and I think there's a CDD in the north in West Palm Beach, Hamal CDD, it's north of Boca Raton, they are between the Turnpike and sort of a water containment area there, and I think it's off of Okeechobee Blvd. I think, and that CDD has Allstate something?

Ms. Wald: Oh, there's plenty of them, I have probably 200 or so CDDs that have purchased and had installed fountains, they're all over the place, so that's no a problem.

Mr. Fernandez: Ok.

Ms. Wald: That is something normally that CDDs do, in fact we're doing new ones at a CDD in Cooper City, not far from here, so that's not an issue that information can be provided and I think it's just going through the steps, how are you going to fund it, how are you going to enter into this agreement, so I think that's really just direction to District manager to obtain some of that information and see what the Board wants.

Mr. Nandwani: No but it's more than just getting pricing right, it's defining from an engineering and stormwater perspective.

Mr. Gill: Being installed and how it's powered.

Mr. Nandwani: Yes.

Mr. Fernandez: Exactly.

Ms. Wald: Well, I mean if you go and get quotes, they're going to say, hey this also requires the electrical because you have to see where the electrical is but the quotes will say, you have to get somebody else to add that to be installed.

Mr. Nandwani: And I see we have \$4,700 of engineering fees projected through the end of this fiscal year, and I don't know if that's already earmarked for something, so maybe we don't have to touch next year's allocation if there's funds left in the budget for the engineer within this fiscal year, for the engineering work you're referring to Andrew.

Ms. Wald: I don't know if there is engineering work, until you get proposals because if you have electrical already there you don't have to worry about that.

Mr. Fernandez: Who would define which are the lakes?

Ms. Wald: You, the Board.

Mr. Fernandez: But we need some information regarding the feasibility of installing a fountain in those lakes, and the convenience.

Ms. Wald: You could basically install a fountain anywhere, as long as the city for Bonaventure Development District says, yes that's fine to put a fountain here, there and everywhere, I think you can basically put them anywhere. They're going to want your plan and I going to defer to Paul, so Paul isn't the city the one they provided you with the revocable license agreement but, they're counting on either the HOA or the District to go to them and say this is where we want to put fountains, and these are what they look like and they approve it?

Mr. Winkeljohn: Yes, that's correct, they're really just creating the license like you described, it does not appear that they have much input on the details, the location, aesthetics, they just allow it basically.

Ms. Wald: Right.

Mr. Gill: So, is this also something that the CDD would want to put together, not necessarily a proposal but, here are the lakes, these are the potential fountains that we're thinking about and then you all could take it back to the HOA, given that this is somewhat cosmetic.

Ms. Wald: Well, it's not cosmetic so there's two parts to this, the fountains do provide or you can use the aerator system, they do provide a benefit for the health of the lake, that's number one. So, it does provide more than just an aesthetic value, so that's what makes it a legitimate public purpose where the CDD could utilize funds, and there is an aesthetic portion of it that is also allowable as well, you have to have the main one which is the health of the lake and I think it's common knowledge that by moving the water around that it does help with the lakes. So, that is something that's not going to be

outrageous but, I think you have to know, like you said the lakes, how many lakes we have, how large are these lakes, and then you're looking at each one of these fountains with the horsepower because that's what drives the cost of every single one of these fountains, and there's a bunch of different fountain companies and one of the ones that you just named, that's one of them used, I don't know, I know of at least 5 that I've written contracts over the last few years, and they'll give quotations, they'll say what they can do and what they can't do, and they'll provide that to you. That doesn't cost you anything, and then you have to get the approval of the city.

Mr. Fernandez: Now wouldn't Juan, the District engineer, be able to say which are the lakes, and what capacity, or what type of fountain would be required in each of them.

Ms. Wald: He could do that, it's not necessary that he does that but, he could do that if you want him to make that recommendation for each one of those fountains.

Mr. Fernandez: What do you think we should do?

Mr. Del Rio: So for example, if the engineer is involved he's going to charge us for that, right?

Ms. Wald: Yes.

Mr. Del Rio: Now on the other hand the companies that do provide the service of the fountains and all of that, they should be able to do that too, right?

Mr. Nandwani: For free.

Mr. Del Rio: Yes, for free, so bring them all to see what it is that they offer.

Ms. Wald: Yes, and I've had it both ways, where some Districts want the engineers involved, and I've had it where we don't need the engineer involved, we know we need to get this water moving, we want a fountain in this lake.

Mr. Del Rio: I mean if there is any problem by not involving the engineer, then I would say we would have to involve them but, if there is no problem in not doing so.

Mr. Nandwani: And that was my question, what value would the engineer bring that the company that's providing the quote could be.

Mr. Del Rio: Exactly.

Mr. Nandwani: And in your experience where you've seen both, has there been a benefit by having the engineer versus not?

Ms. Wald: Well, the only thing I would say where it was very helpful with the engineer is where we had communities in which lots of lakes, and somebody wanted a

fountain and it was a very small lake and they say, you really can't get a fountain in this lake because it's going to spray all over your house. So, not every company is going to say that because they want to sell the fountain, but the engineer will say no a bubbler is going to, or the aerator is going to provide the same type of service or benefit to the health of the lake.

Mr. Del Rio: But what you can do is you bring all the companies in and see what they will do and then you can a common sense and you present that.

Ms. Wald: So, what I think that's really just direction to the District manager to obtain that information, and then you'll have it, and then you can discuss it.

Mr. Nandwani: Ok, so that would be to engage three companies in providing a quote, or something different?

Ms. Wald: Just get some quotes.

Mr. Fernandez: Get the quotes directed to say, we have all these lakes within the District, come over here provide an assessment, tell us what type of fountain that we need, as you said a bubbler or a big one.

Mr. Nandwani: Get the quotes and then we decide.

Ms. Wald: Exactly, ok.

Mr. Nandwani: Right but it's a more informed decision and we know from a cost perspective, and if we want to do all of them, we'll do all of them.

Mr. Fernandez: Right.

Mr. Gill: And I think after you've engaged these companies, you've gotten this worked up for free, if at that point we decide, hey let's have the engineer bless this or take a look at it, we can decide that then.

Ms. Wald: That makes the most sense.

Mr. Fernandez: So, do we need a motion for that?

Ms. Wald: No, just direction, and you've already given direction.

Mr. Fernandez: And one thing for Paul, I heard that you receive lake reports from the city for the chemical or mechanical treatments of the lakes, could you share that with the Board too please.

Mr. Winkeljohn: Yes, I think the first one they sent me I did circulate, if not I will, they typically are very broad because their company covers all the lakes and they don't

really spell it out like some of our contractors do but, I'll be glad to share that, and I already requested the latest copy but I haven't gotten it.

Mr. Fernandez: Let me rephrase my question or my request, is there any way that we can get specifics about our District, when is the city planning to go and when they actually went? I know they are not private contractors, I understand that, but I'm an engineer, I'm wired to make full schedules and so forth, so I would love to have a schedule of their visits.

Mr. Winkeljohn: You go it.

Mr. Fernandez: Good, thank you.

Mr. Nandwani: And the request for the quotes for the fountains, is that reasonable to get this started before the next meeting, or what kind of timeline?

Mr. Gill: Between now and the next meeting, we already have some.

Mr. Nandwani: Ok.

Mr. Fernandez: So, the next meeting, and we will discuss that later when is that.

Mr. Gill: Yes, so if we're able to have companies go out between now and whenever the next meeting is, they'll go out, they'll take pictures and give you as much information as possible, that's the goal before the next meeting.

Mr. Nandwani: Awesome.

Mr. Fernandez: Ok, for that I'm going to be out of the country in September, but Jai and Heberto are going to be here, and they are residents so if you require some information for the fountains you can go through them.

Mr. Gill: Yes, and you gave me another contact as well when I came to visit.

Mr. Fernandez: He's no longer with us.

Mr. Gill: Ok.

Ms. Wald: So, you can coordinate with the manager.

Mr. Del Rio: What about the property manager?

Mr. Fernandez: No, Melissa is still on medical leave probably until September.

Mr. Del Rio: But don't we have someone?

Mr. Fernandez: Francisco, he's transitioning a new person this week.

Mr. Del Rio: But whoever it is can allow them, so it's not only us, so the property manager could also.

Ms. Wald: As long as somebody can coordinate with the District manager, anybody.

Mr. Del Rio: Right.

Mr. Fernandez: Alright.

SIXTH ORDER OF BUSINESS

Update on:

A. Status of Reimbursement from Developer

B. Status of Water Management Project

Mr. Gill: Next is item No. 6, we have two updates, the first one is the status of reimbursement from developer. I have here a draft, and this is a draft of the demand letter that I was working on, it's not finalized yet but I wanted to provide at least a template to the Board.

Mr. Fernandez: There was an email that you sent that went back and forth that you were going to share with us, but I never received that, last meeting you send there were some emails.

Mr. Gill: Let me check and what I sent.

Mr. Fernandez: Of the developer's response actually it was.

Mr. Gill: Yes.

Mr. Fernandez: I assume Ginger you went through this too?

Ms. Wald: I just read it, just now.

Mr. Fernandez: So, what are your comments?

Ms. Wald: I really don't have any comments.

Mr. Gill: I know at the last meeting the Board had given you authority to review this and send out if necessary but, I wanted to make sure the Board was good with it.

Mr. Fernandez: I was assuming that we were going to do that prior to this meeting but, it didn't happen, so the next step would be to get legal counsel opinion.

Ms. Wald: And we talked about it with bond counsel.

Mr. Fernandez: So right now I'm not trying to do it right now.

Ms. Wald: No, and what we had talked about last time, and I had explained that we would have to get bond counsel involved because they're the ones that represent the District in the issuance of the bonds, and most of this is based upon calculations that are done by GMS, and the District manager in accordance with the engineers report which everything was provided. So, as to the amounts and how the calculations were done, I

can't provide any official guidance as to if there was an overpayment, and the way that the letter is structured I don't have any issues with it at all because from this last meeting the Board's responses, we want something in writing from the developer, and to send that demand saying, one more time, let's make it formal, let's make it official, put that full demand in, either pay us or give us your response.

Mr. Fernandez: Ok.

Ms. Wald: Because you would be spending, even though I got you the reduced rate for bond counsel, it would be a hefty sum and would be expended pretty quickly.

Mr. Fernandez: Ok, thank you.

Mr. Nandwani: I only have one comment but, this is under background, the last line, resulting in a potential excess reimbursement, I mean it's pretty clear from these numbers that it is an actual excess reimbursement, so I would just remove the word "potential", that's the only comment I had.

Mr. Gill: Yes, ok.

Mr. Nandwani: Any comments?

Mr. Fernandez: No, I'm fine with it.

Mr. Nandwani: Ok.

Mr. Fernandez: So what's the next step, we just send it?

Ms. Wald: Send it, yes.

Mr. Gill: Ok.

Mr. Fernandez: Thank you.

Mr. Gill: And I just sent the correspondence as well to all of you.

Ms. Wald: And we actually already took care of item 6B.

Mr. Gill: Yes.

Mr. Fernandez: May I ask something for 6B?

Mr. Gill: Yes.

Mr. Fernandez: And Paul, maybe this is for you, can we ask the city about the impact of the new 55 Plus community that is being built or is planning to be built on the side of the Boulevard, because I understand that they are going to move the lake and that will have some implications in the stormwater management system. So, have they analyzed the impact of that into the system?

Mr. Winkeljohn: Correct, because their engineer and the city had a little bit of a dialogue with that topic, they definitely know that we're on record as saying we want to make sure that this doesn't have an adverse impact. I haven't heard anything in a month or two on that but, I keep in touch with them and will.

Mr. Fernandez: Ok, and please report back to us at the next meeting.

Mr. Winkeljohn: Yes sir.

Mr. Fernandez: Good, thank you.

SEVENTH ORDER OF BUSINESS

Staff Reports

Mr. Gill: Ok, let's jump down to staff reports, item No. 7, attorney.

A. Attorney

Ms. Wald: I don't have anything today.

Mr. Gill: Nothing else from Ginger, ok.

B. Engineer

Mr. Gill: The District engineer is available as needed.

C. Manager

1) Consideration of Proposed Fiscal Year 2027 Meeting Schedule

Mr. Gill: For District manager I have quite a few things, the first one is your proposed meeting schedule for next fiscal year, and this starts on page 69 or you packet, if you scroll down. We generally try to advertise all of your meetings, one each month, if we don't have them we cancel them but, we do one newspaper mailing, and newspaper advertising to save money. Currently we meeting at 1:00 p.m. in this location, 2900 Galdes Circle, Suite 235, Weston, Florida 33327 on the first Tuesday of each month. We can continue that if the Board would like or we can change the schedule.

Mr. Fernandez: No, I'm fine.

Mr. Nandwani: I would just have to confirm that we can book the space but, I don't see an issue with that.

Mr. Gill: Perfect, ok.

Mr. Nandwani: And then the idea of if we agree that we don't need the meeting then we don't need to issue a notice for that.

Mr. Fernandez: Exactly.

Mr. Gill: Alright, so I'm just looking for a motion to authorize advertisement for the meeting schedule as I just mentioned, and set the meeting schedule for the first Tuesday of each month at 1:00 p.m. in this location.

On MOTION by Mr. Fernandez seconded by Mr. Del Rio with all in favor, accepting the proposed Fiscal Year 2027 Meeting Schedule and authorizing staff to advertise was approved.

- 2) **Form 1 Financial Disclosure Due July 1, 2026 - everyone has filed**
- 3) **Reminder to Complete Annual Ethics Training by December 31, 2026**
- 4) **Number of Registered Voters in the District – 128**
- 5) **Final Approval of the FY2025-FY2026 Report Performance Measures and Standards as Required by Florida Statute 189.069**
- 6) **Consideration of FY2026-FY2027 Performance Measures and Standards as Required by Florida Statute 189.069**

Mr. Gill: Next is the Form 1, everyone has filed. Then ethics training is due by the end of the year, and most of you have completed it, and if you haven't I can resend the U-Tube link, it's 4 hours of ethics training, it's free, you don't have to pay.

Mr. Nandwani: I haven't done but, thank you for sending it, I'll do it before December 31st.

Mr. Gill: And if you want you can send me an email, I've completed it, some Supervisors do it but, it's not required.

Mr. Nandwani: Ok.

Mr. Gill: Number of registered voters in the District, like I said earlier, I'm required by statute to state on the record the number of registered voters within the District, and that number as of April 16, 2026 is 128 registered voters. Jumping down to item No. 7C-5 this is the final approval of your 2025-2026 performance measures and standards as required by Florida Statute, and you all met all of those standards which lists the number of meetings, you held at least 3 or more meetings, and this starts on page 72.

Mr. Fernandez: I would like to make a suggestion on this.

Mr. Gill: Absolutely.

Mr. Fernandez: On item 3.1, oh it says for fiscal year 2026, ok I was confused.

Ms. Wald: And this is the report that you accomplished what you're supposed to do for the fiscal year you're in right now.

Mr. Fernandez: Ok.

Mr. Gill: So, everything has been met, we're just looking for a motion to accept this final report and also authorize us to put it on the website as required.

On MOTION by Mr. Fernandez seconded by Mr. Nandwani with all in favor, final approval of the FY2025-FY2026 report Performance Measures and Standards as required by Florida Statute 189.069 was approved.

Mr. Gill: Next for #6, this is going to be for next fiscal year, using the same standards that we just used, if that's ok with the Board. There's no set template right now so we're using the bare minimum at this point.

Mr. Fernandez: So, again I'm going to item 2, when it says 100% of site visits in 2.1, that's the standard, do we know how many site visits are going to be because how do we measure that it's going to be 100%?

Mr. Gill: I have to look at the District management agreement that we have to see if it says a set amount, I think this is potentially maybe an overhang from one of my other forms, so we can change this as necessary.

Mr. Winkeljohn: Yes, I think it's a generic form for field services which you do not have, so it could probably be removed.

Mr. Nandwani: Because it talks about a District management agreement, what is that agreement.

Mr. Gill: That's the agreement that you have with my company.

Ms. Wald: And I don't think you need 2.1, I think you just need 2.2 so I think you can revise that.

Mr. Gill: Yes, this District doesn't have field services.

Ms. Wald: No because the association performs all the maintenance, so I think you can just remove that and make 2.2 just 2.1.

Mr. Gill: Yes, ok thank you for that. If there are no other questions on this I would just like a motion to use this template for your performance standards and measures for fiscal year 2026-2027 with that 2.2 removed.

Mr. Fernandez: Removed or amended?

Ms. Wald: Amended, you're amending what you have here and removing what's listed as 2.1, you're making 2.2 as 2.1, that's what I'm hearing.

Mr. Nandwani: Ok, so it's just one annual inspection required.

Ms. Wald: Right, correct, by the engineer which is required by your bond documents.

On MOTION by Mr. Fernandez seconded by Mr. Nandwani with all in favor, accepting the amended FY2026-FY2027 Performance Measures and Standards as required by Florida Statute 189.069 was approved.

EIGHTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

B. Approval of Unaudited Financials

Mr. Gill: Moving on to financial reports, approval of the check register on page 81, and we're meeting more frequently so the check register is much smaller than the first few that you looked at which I know were pretty extensive, and this is normal for monthly meetings.

Mr. Fernandez: Yes, I always read it before so I review the whole package.

Mr. Gill: Ok.

Mr. Nandwani: No comments from us.

Mr. Del Rio: No.

Mr. Sanchez: I'm ok with it.

Mr. Gill: Ok, so I'm just looking for a motion to approve.

On MOTION by Mr. Fernandez seconded by Mr. Del Rio with all in favor, the Check Run Summary was approved.

Mr. Gill: Moving to the unaudited financials, those are listed through June 30, 2026 just looking for your approval of those.

Mr. Fernandez: I reviewed them, I'm ok with them.

Mr. Gill: Ok, I just need a motion to approve the unaudited financials.

On MOTION by Mr. Nandwani seconded by Mr. Fernandez with all in favor, the Unaudited Financials were approved.

NINTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Mr. Gill: Next is Supervisor's requests and audience comments, and I believe Chairman Fernandez mentioned meeting dates?

Mr. Fernandez: No, I was just communicating that I will not be here next meeting in September.

Mr. Gill: Ok.

Ms. Wald: So, the question is, do we need a meeting if we don't have proposals, it doesn't make sense, right?

Mr. Gill: And what I usually do, in between meetings, if you're not here what we can do is, as soon as I get back to the office I'll reach out to try to get companies, I'll reach out to our field staff that's done this for other Districts, get those, potentially get dates, work with Paul and then work with you all to get them sent out between now and whenever we have the next meeting, if I receive those proposals I can send them to the Board, and you all can take a look at them until we need to actually have a meeting to select one.

Mr. Del Rio: But in order for the proposals, they have to go and see right?

Mr. Gill: Most likely yes, they're going to want to take a look.

Ms. Wald: Yes, they're going to want to go out there.

Mr. Del Rio: Ok.

Mr. Winkeljohn: They take 2 weeks, you probably won't have it ready.

Ms. Wald: Right, they need to go out there.

Mr. Del Rio: Ok.

Mr. Nandwani: So, this one scheduled for September 1st, you're not going to have that?

Ms. Wald: Right.

Mr. Fernandez: And do I need to be here for you guys to meet or not?

Ms. Wald: We have to have at least 3 Board members in person.

Mr. Fernandez: Again, if there's business to be discussed go ahead, I mean I don't have to be here but, if you need more time for the report of the fountains maybe we can discuss it in October.

Ms. Wald: Right because you're going to have to be able to digest what you receive and then see how the lakes are, what condition they're in.

Mr. Fernandez: And they send a proposal.

Ms. Wald: And give it to the HOA, so the HOA can have the information as well, as see if they want to be part of the contribution because they're going to have to be.

Mr. Fernandez: Ok, so unless anything urgent transpires in the next following weeks then we're cancelling the September meeting.

Ms. Wald: Yes, and Andrew will put it out as well.

Mr. Gill: Yes, so we'll send an email circulating if there are any items you need, otherwise can cancel, and usually the Board responds I don't have any items.

Mr. Fernandez: Perfect.

Mr. Del Rio: Ok.

Mr. Gill: Ok, so we have a few members of the public on line, for public comment, Michael Miller, do you have anything for the Board before we adjourn? Not hearing any, there are no members of the public in person.

TENTH ORDER OF BUSINESS

Adjournment

Mr. Gill: I'm just looking for a motion to adjourn.

On MOTION by Mr. Fernandez seconded by Mr. Del Rio with all in favor, the meeting was adjourned.

Secretary /Assistant Secretary

Chairman / Vice Chairman



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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March 5, 2026

Board of Supervisors
Botaniko Community Development District
5385 N. Nob Hill Road
Sunrise, FL 33351

We are pleased to confirm our understanding of the services we are to provide Botaniko Community Development District, City of Weston, Florida ("the District") for the fiscal year ended September 30, 2026, with an option for ten (10) additional annual renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Botaniko Community Development District as of and for the fiscal year ended September 30, 2026, with an option for ten (10) additional annual renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-SF LLC - 5385 N Nob Hill Road Sunrise, FL 33351 - TELEPHONE: 954-721-8681 - RECORDREQUEST@GMSFL.COM

This agreement provides for a contract period of one (1) year with the option of ten (10) additional one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$3,200 for the September 30, 2026 audit. The fees for the fiscal years 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035 and 2036 will not exceed \$3,300, \$3,400, \$3,500, \$3,600, \$3,700, \$3,800, \$3,900, \$4,000, \$4,100 and \$4,200, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2025 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Botaniko Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Botaniko Community Development District.

By: _____

Title: _____

Date: _____



Peer Review
Program

Administered in Florida
by the Florida Institute of CPAs

November 18, 2025

Antonio Grau
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
850.224.2727, x5957

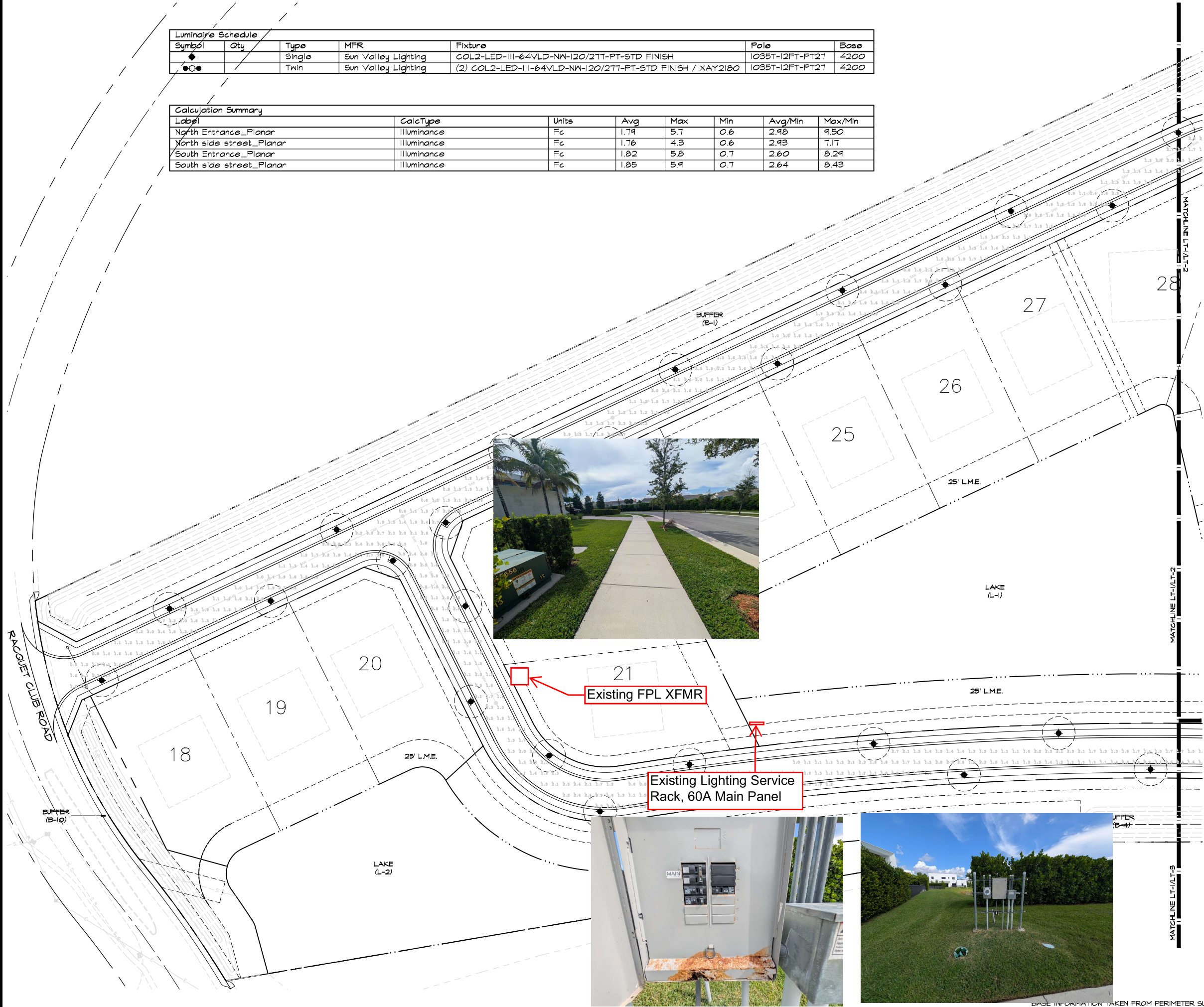
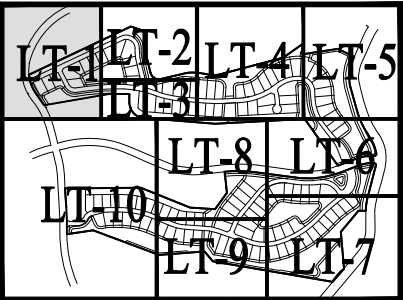
cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114

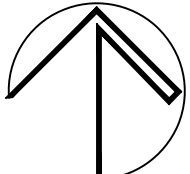
Review Number: 616829

Luminaire Schedule						
Symbol	Qty	Type	MFR	Fixture	Pole	Base
●		Single	Sun Valley Lighting	COL2-LED-III-64VLD-NW-120/277-PT-STD FINISH	1035T-12FT-PT27	4200
●●		Twin	Sun Valley Lighting	(2) COL2-LED-III-64VLD-NW-120/277-PT-STD FINISH / XAY2180	1035T-12FT-PT27	4200

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
North Entrance_Planar	Illuminance	Fc	1.74	5.7	0.6	2.93	9.50
North side street_Planar	Illuminance	Fc	1.76	4.3	0.6	2.93	7.17
South Entrance_Planar	Illuminance	Fc	1.82	5.8	0.7	2.60	8.29
South side street_Planar	Illuminance	Fc	1.85	5.9	0.7	2.64	8.43



LOCATION MAP



SCALE: 1" = 40'-0"



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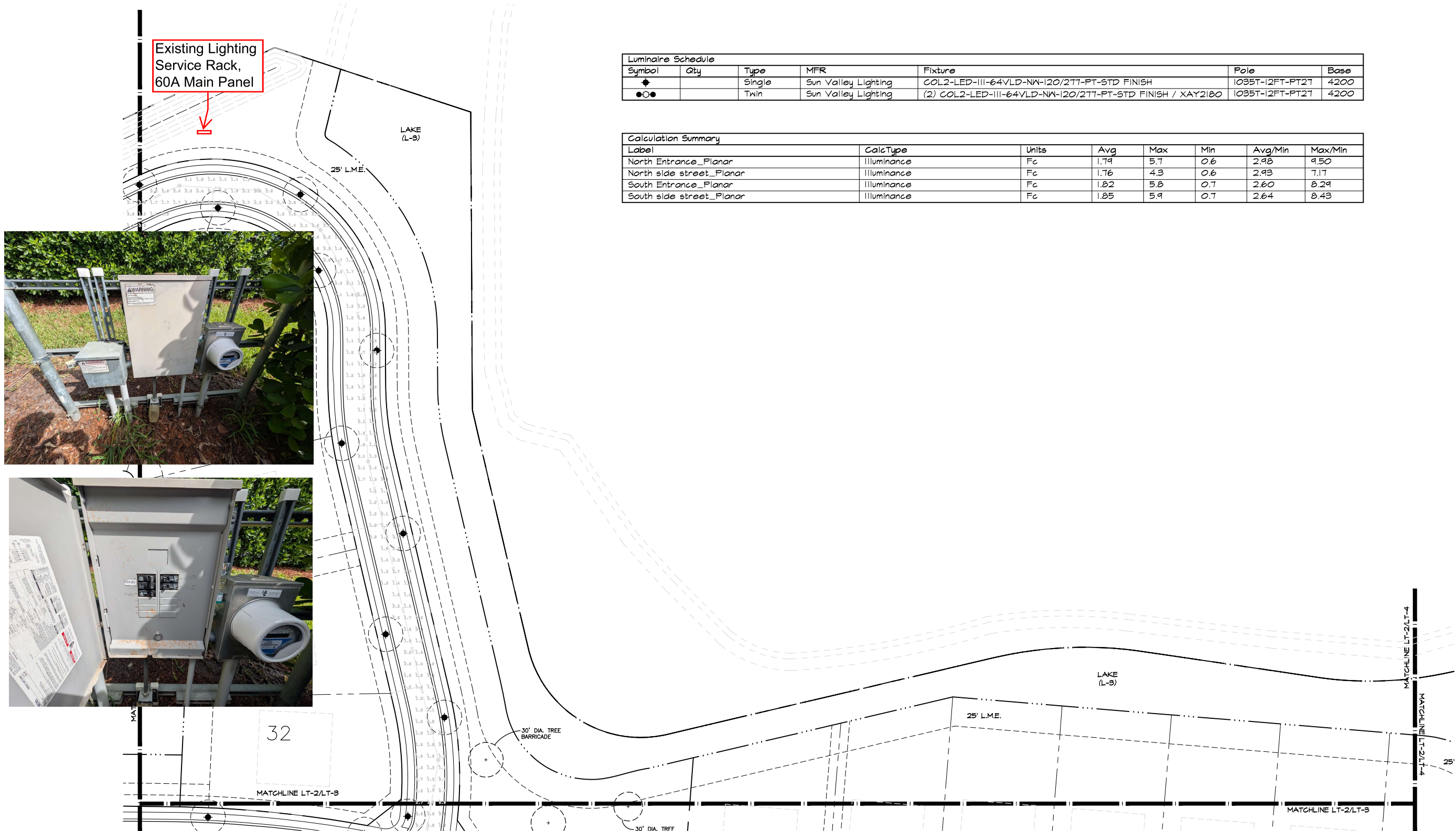
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BOTANIKO
City of Weston, Florida
LIGHTING PLAN

MAY 22, 2015
REVISED
NOVEMBER 8, 2013
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MF, CD
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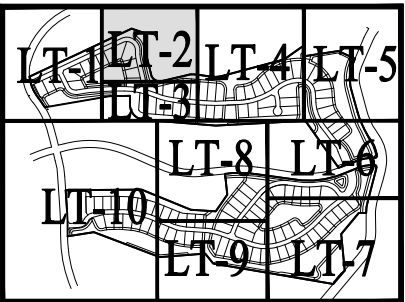
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LT-1

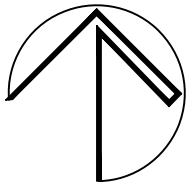


Luminaire Schedule						
Symbol	Qty	Type	MFR	Fixture	Pole	Base
●		Single	Sun Valley Lighting	COL2-LED-III-64VLD-NW-120/277-PT-STD FINISH	1035T-12FT-PT27	4200
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South side street_Planar	Illuminance	Fc	1.85	5.9	0.7	2.64	8.43



LOCATION MAP



SCALE: 1" = 40'-0"

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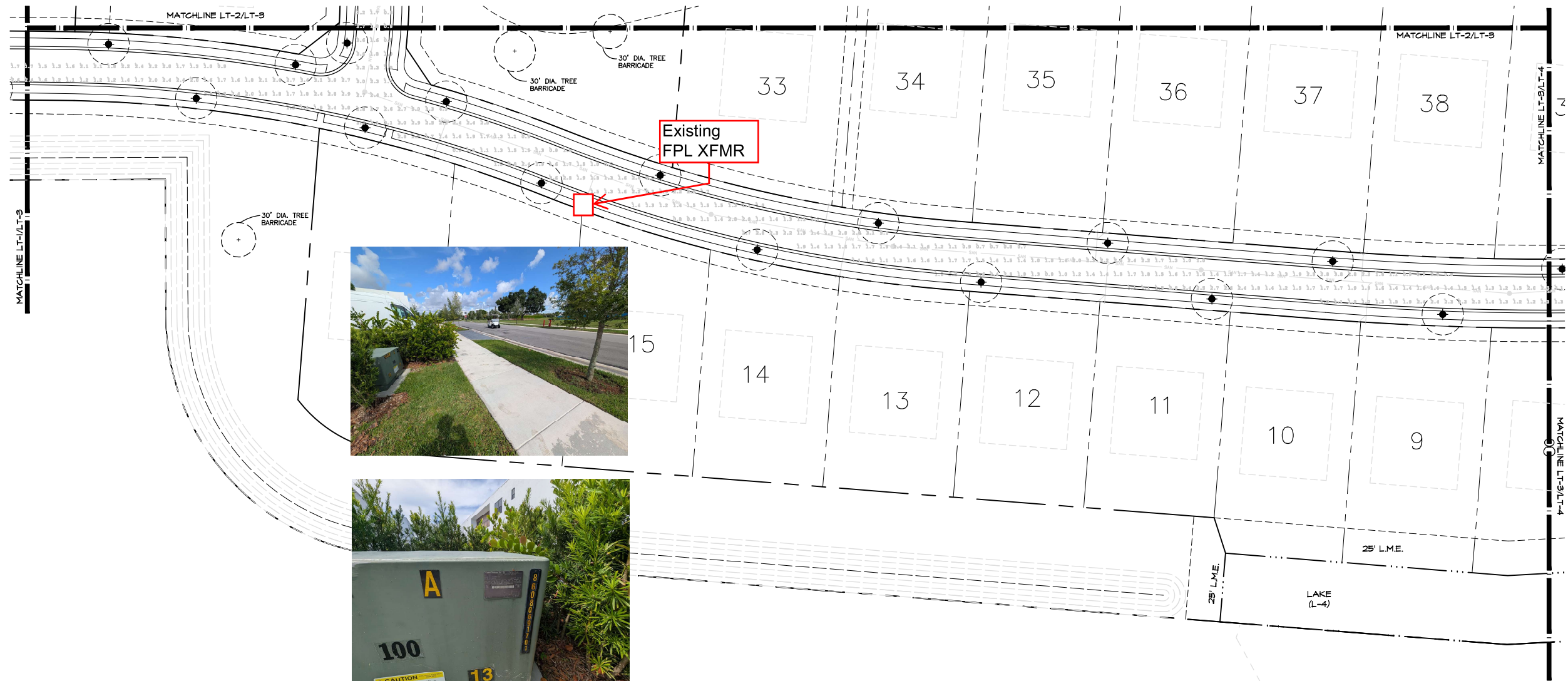
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NOVEMBER 8, 2013
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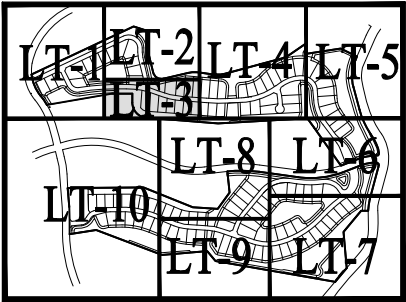
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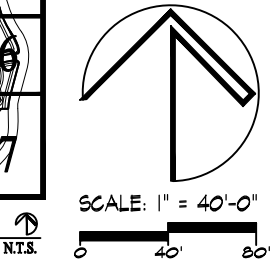


Luminaire Schedule						
Symbol	Qty	Type	MFR	Fixture	Pole	Base
◆		Single	Sun Valley Lighting	COL2-LED-III-64VLD-NW-120/277-PT-STD FINISH	1035T-12FT-PT27	4200
●●		Twin	Sun Valley Lighting	(2) COL2-LED-III-64VLD-NW-120/277-PT-STD FINISH / XAY2180	1035T-12FT-PT27	4200

Calculation Summary							
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South side street_Planar	Illuminance	Fc	1.85	5.9	0.7	2.64	8.43



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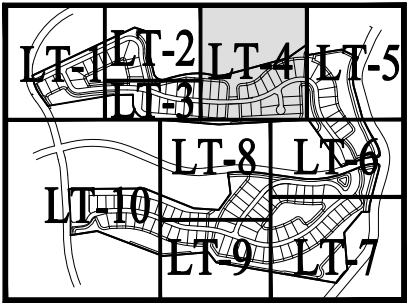
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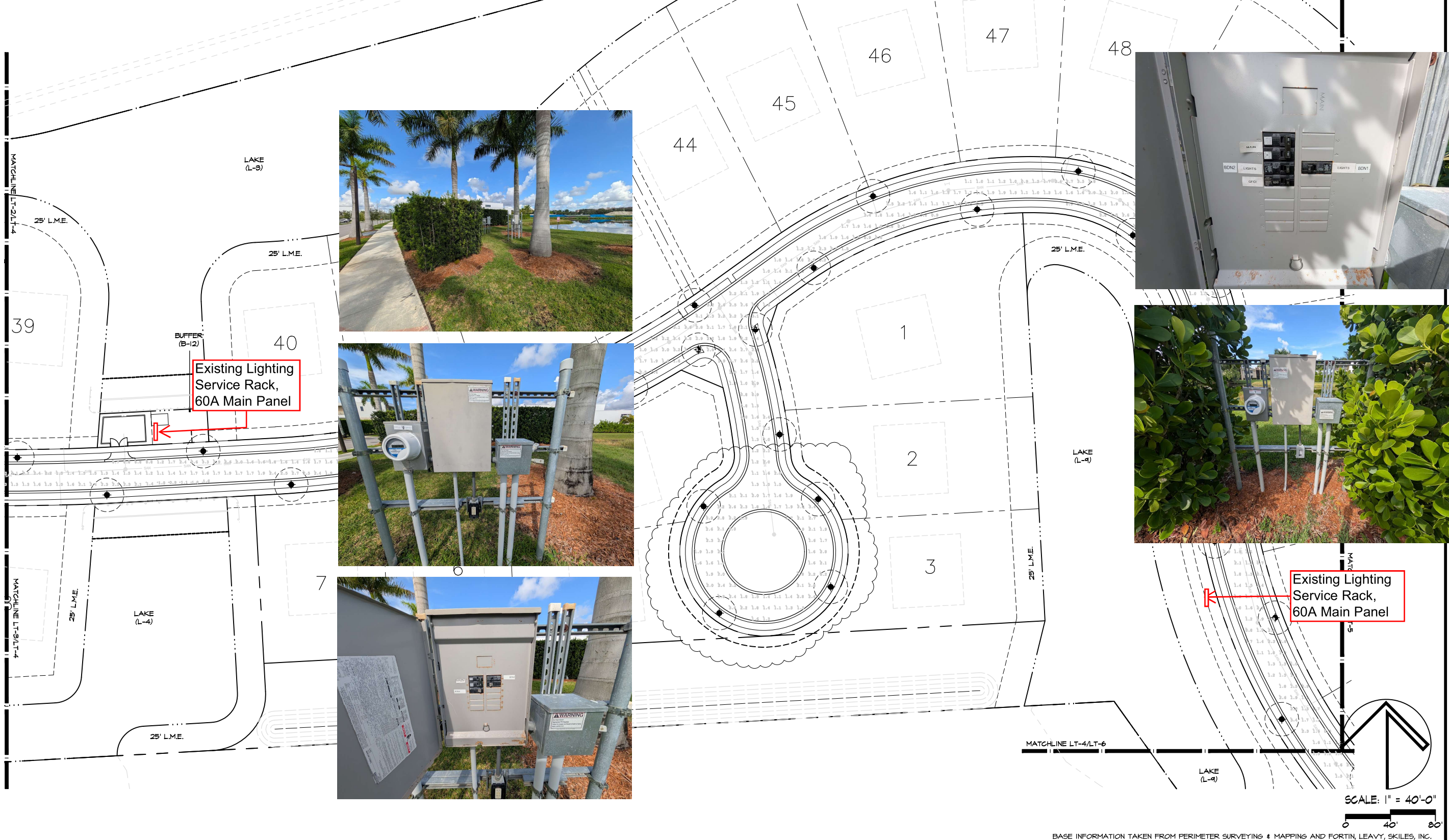
LT-3



LOCATION MAP
N.T.S.

Luminaire Schedule						
Symbol	Qty	Type	MFR	Fixture	Pole	Base
◆		Single	Sun Valley Lighting	COL2-LED-III-64VLD-NW-120/277-PT-STD FINISH	1035T-12FT-PT27	4200
●●		Twin	Sun Valley Lighting	(2) COL2-LED-III-64VLD-NW-120/277-PT-STD FINISH / XAY2180	1035T-12FT-PT27	4200

Calculation Summary							
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South Entrance_Planar	Illuminance	Fc	1.82	5.8	0.7	2.60	8.29
South side street_Planar	Illuminance	Fc	1.85	5.9	0.7	2.64	8.48



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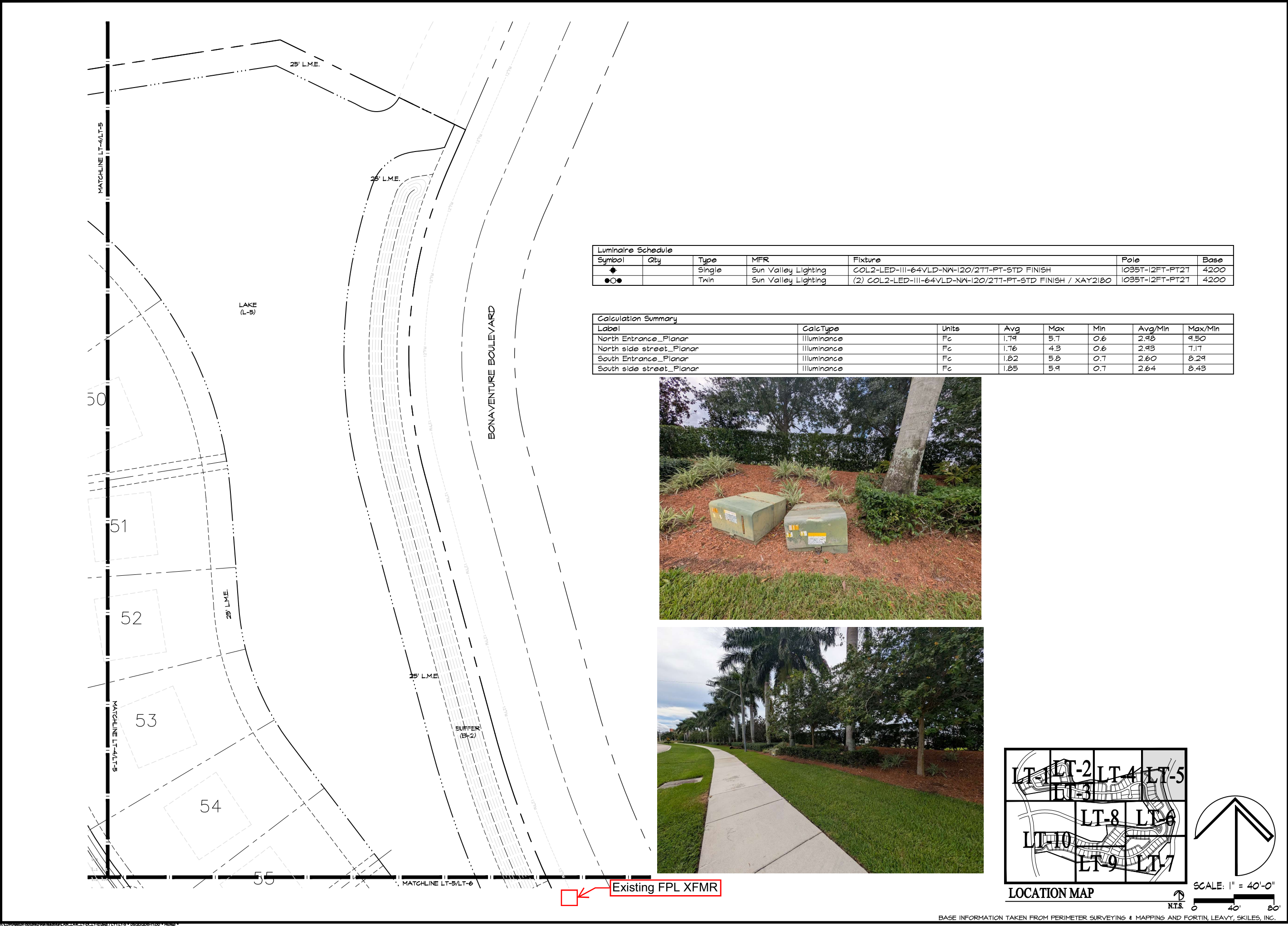
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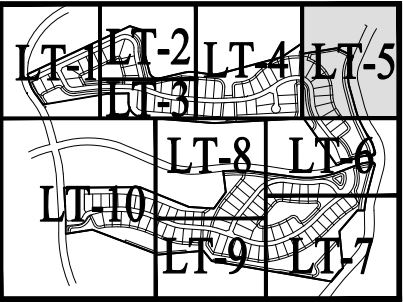
LT-4

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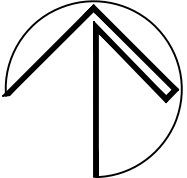


Luminaire Schedule						
Symbol	Qty	Type	MFR	Fixture	Pole	Base
◆		Single	Sun Valley Lighting	COL2-LED-III-64VLD-NW-120/277-PT-STD FINISH	1035T-12FT-PT27	4200
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Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
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South side street_Planar	Illuminance	Fc	1.85	5.9	0.7	2.64	8.43



LOCATION MAP



SCALE: 1" = 40'-0"

N.T.S. 0 40' 80'

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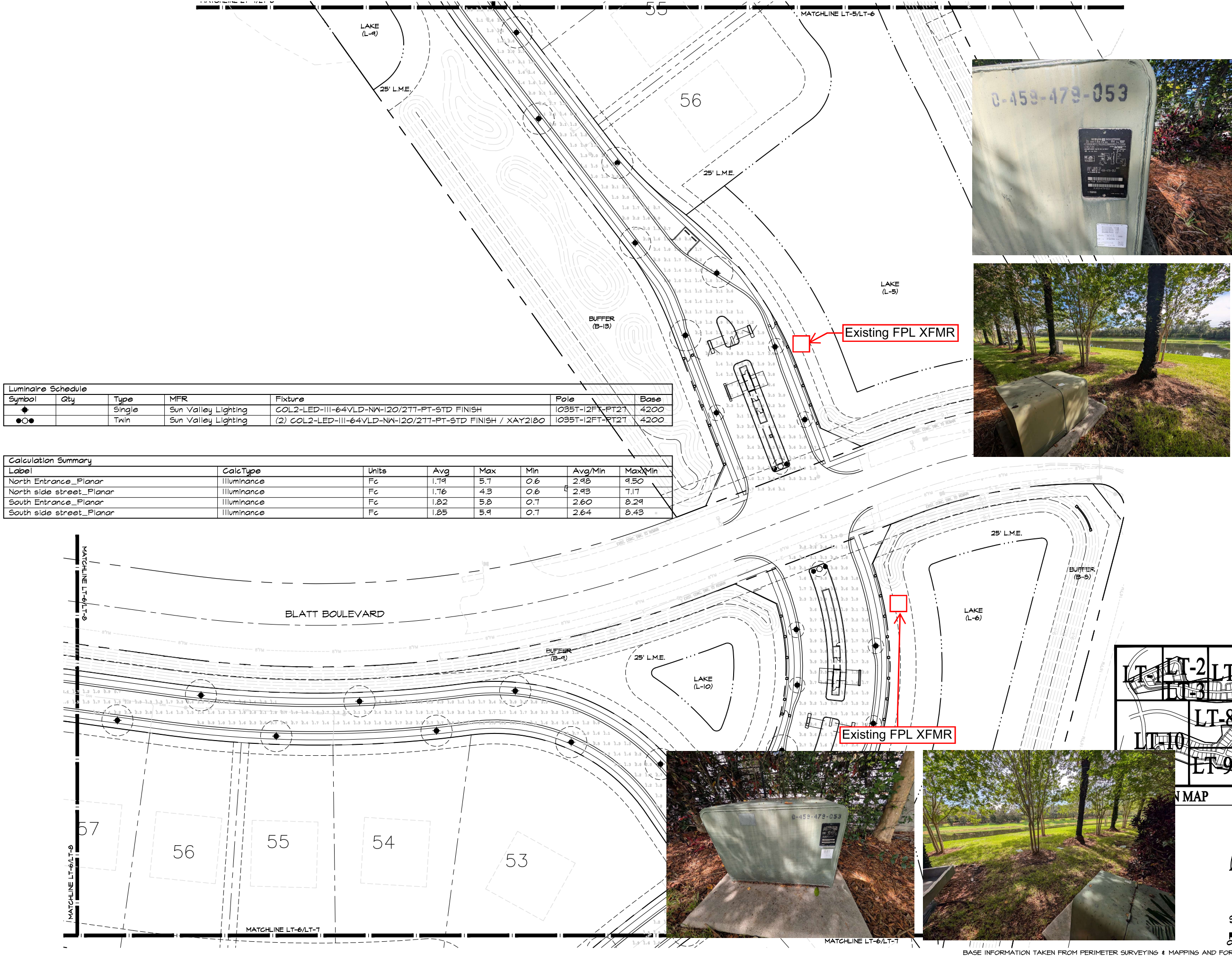
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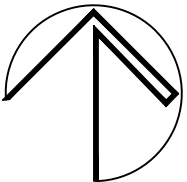
Luminaire Schedule						
Symbol	Qty	Type	MFR	Fixture	Pole	Base
●		Single	Sun Valley Lighting	COL2-LED-III-64VLD-NW-120/277-PT-STD FINISH	1035T-12FT-PT27	4200
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Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
North Entrance_Planar	Illuminance	Fc	1.79	5.7	0.6	2.98	9.50
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South Entrance_Planar	Illuminance	Fc	1.82	5.8	0.7	2.60	8.29
South side street_Planar	Illuminance	Fc	1.85	5.9	0.7	2.64	8.43



N MAP

N.T.S.



SCALE: 1" = 40'-0"

0 40' 80'

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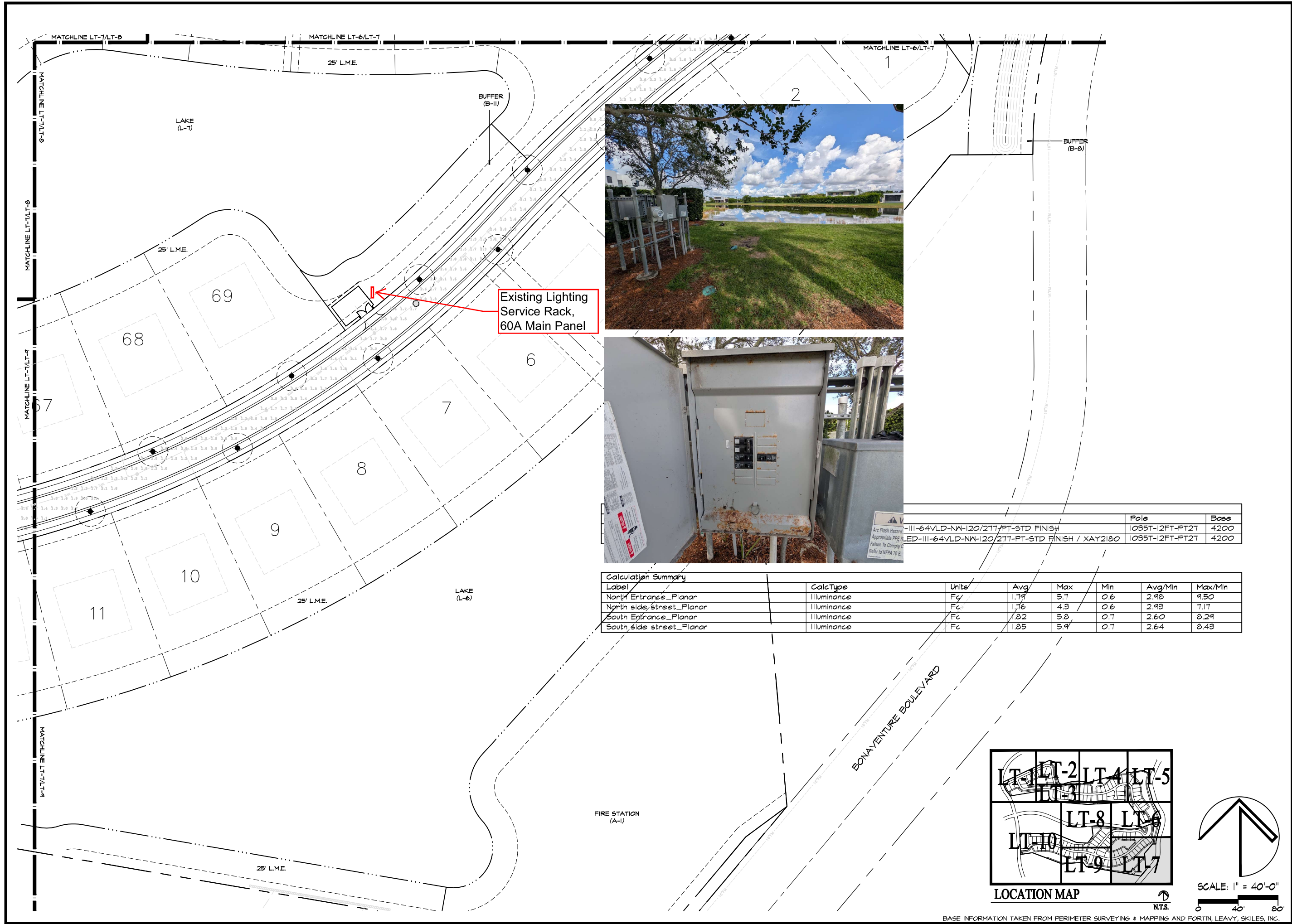
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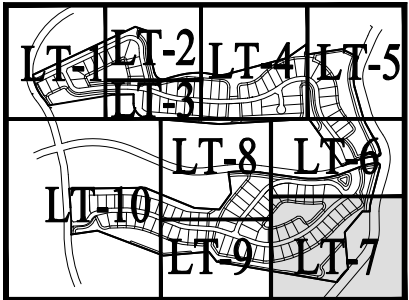
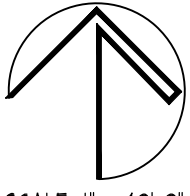
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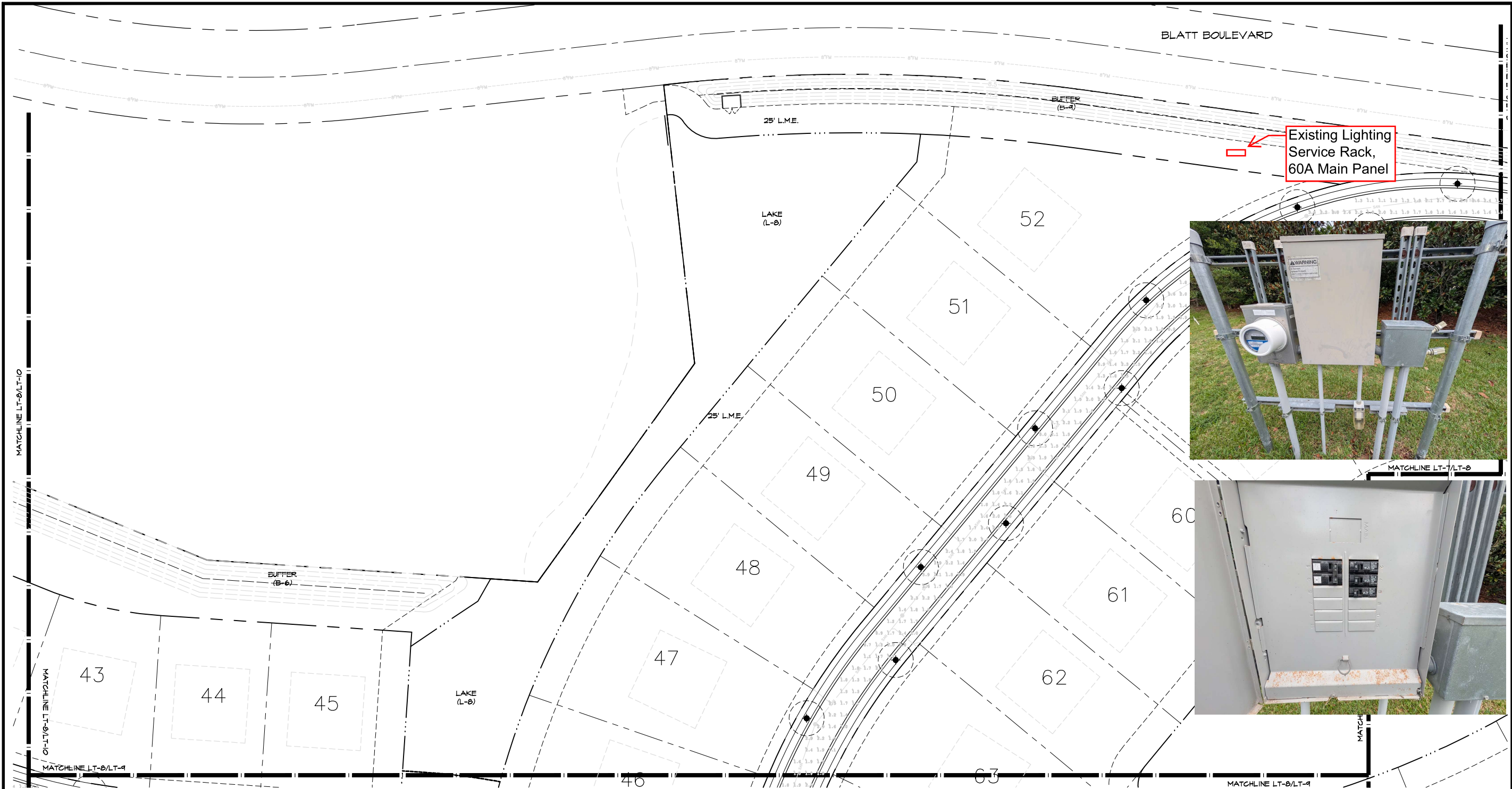


Existing Lighting Service Rack, 60A Main Panel

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
North Entrance_Planar	Illuminance	Fc	1.79	5.7	0.6	2.98	9.50
North side_street_Planar	Illuminance	Fc	1.76	4.3	0.6	2.93	7.17
South Entrance_Planar	Illuminance	Fc	1.82	5.8	0.7	2.60	8.29
South side street_Planar	Illuminance	Fc	1.85	5.9	0.7	2.64	8.43

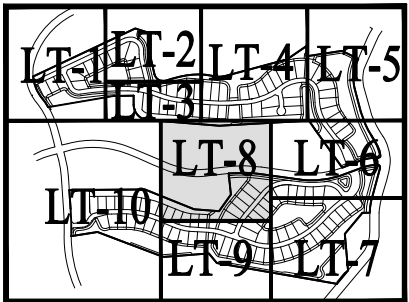
	Pole	Base
-III-64VLD-NW-120/277-PT-STD FINISH	1035T-12FT-PT27	4200
LED-III-64VLD-NW-120/277-PT-STD FINISH / XAY2180	1035T-12FT-PT27	4200



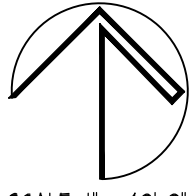


Luminaire Schedule						
Symbol	Qty	Type	MFR	Fixture	Pole	Base
◆		Single	Sun Valley Lighting	COL2-LED-III-64VLD-NW-120/277-PT-STD FINISH	1035T-12FT-PT27	4200
●○●		Twin	Sun Valley Lighting	(2) COL2-LED-III-64VLD-NW-120/277-PT-STD FINISH / XAY2180	1035T-12FT-PT27	4200

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
North Entrance_Planar	Illuminance	Fc	1.79	5.7	0.6	2.98	9.50
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South side street_Planar	Illuminance	Fc	1.85	5.9	0.7	2.64	8.43



LOCATION MAP



SCALE: 1" = 40'-0"

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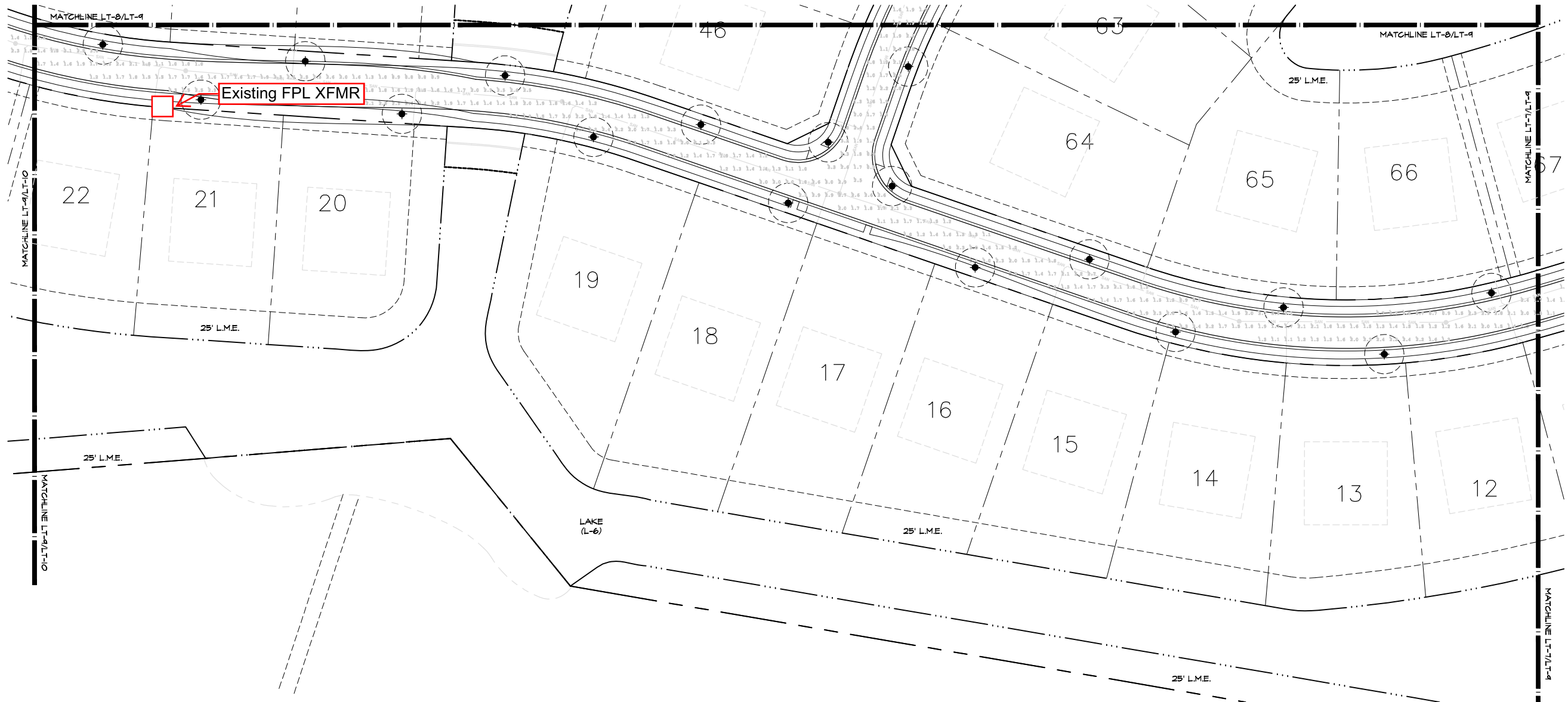
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LIGHTING PLAN

MAY 22, 2015
REVISED
NOVEMBER 8, 2013
DATE
MR. CD
DRAWN BY
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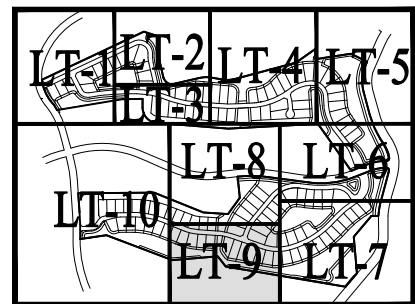
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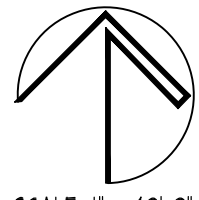


Luminaire Schedule						
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LOCATION MAP



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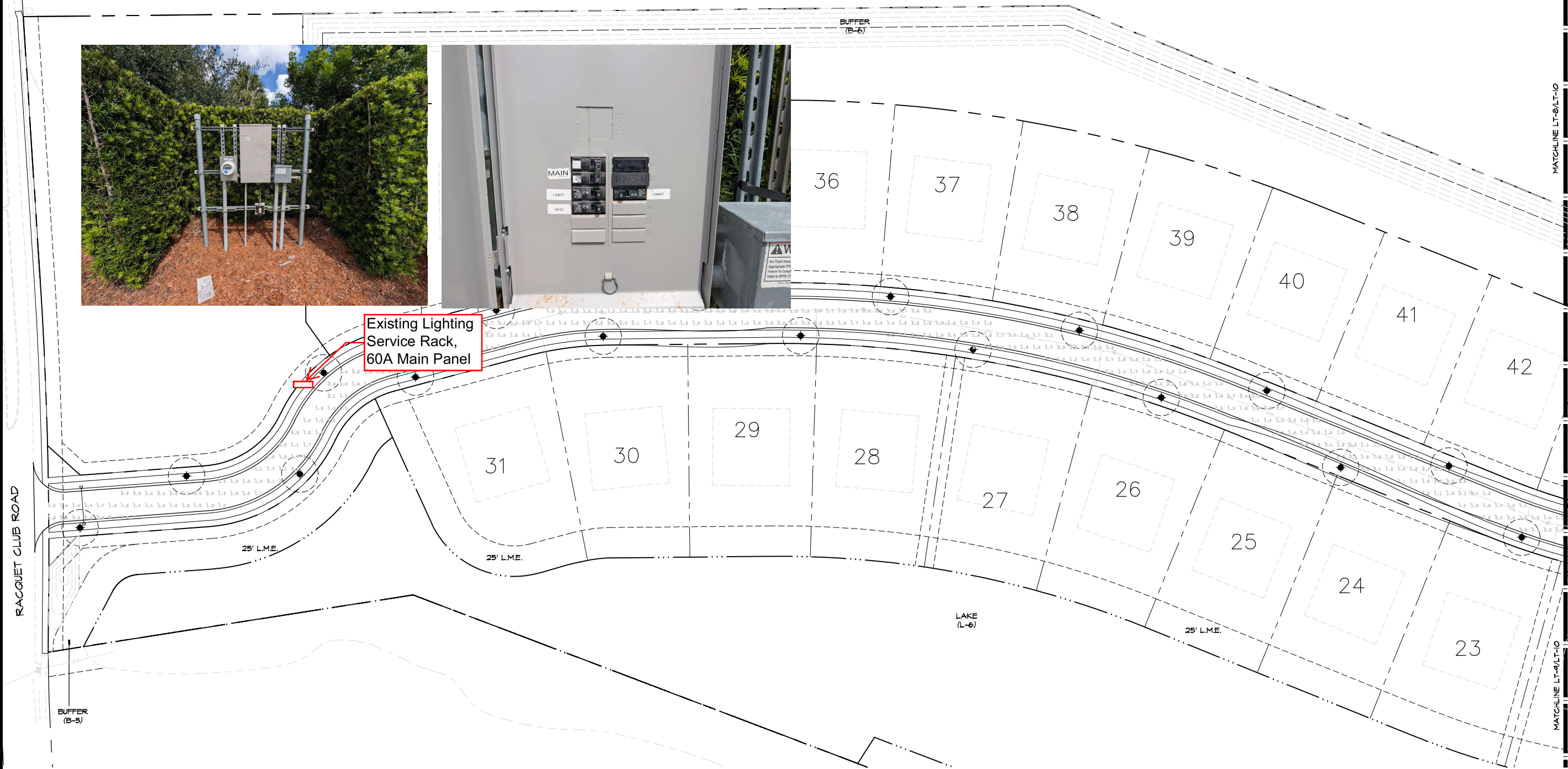
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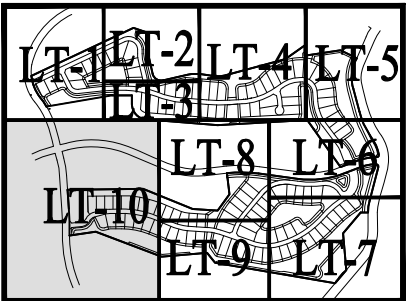
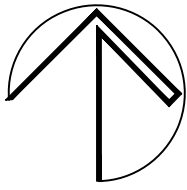
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Luminaire Schedule						
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●●		Twin	Sun Valley Lighting	(2) COL2-LED-III-64VLD-NX-120/277-PT-STD FINISH / XAY2180	1035T-12FT-PT27	4200

Calculation Summary							
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LT-10

From: [Adam Hall](#)
To: [Andrew Gill](#)
Cc: [Jason Gitel](#)
Subject: Re: Botaniko CDD - Fountains Quotes
Date: Monday, October 5, 2026 3:35:07 PM
Attachments: [image.png](#)
[MO030-1-3-150.pdf](#)

Andrew,

After reviewing your drawing and pictures, the locations that have a power panels are in my opinion not going to be sufficient to add the smallest lake fountain we manufacturer.

The locations with a power panel have a 60 amp main breaker, this supplies the remaining breakers in the panel. This type of breaker can be loaded up to 80% of the listed amperage which would be 48 amps. From the 48 amps available, you are feeding two (2) 20 amp lighting breakers, and a 20 amp GFCI receptacle.

The smallest fountain we manufacturer requires a 40 amp power service. While it does not consume 40 amps for operation, the service needs to be sized as required per code.

You can possibly up size the main breaker to allow for more power to be added, but this will most likely require the wire from the transformer to panel to be up sized, and then the capacity of the transformer will need to be looked at to see it can handle the additional load.

Essentially, to add the smallest fountain we make you would need to provide the fountain control panel a 40 Amp 230 V power service. A specification drawing for this particular size fountain is attached.

The cost of this fountain will vary based upon the length of cable supplied but they start at \$14,299.45 for the unit, plus the installation cost for the fountain which would be around \$800.00. Your electrician would be responsible for mounting the control panel we supply and bringing power to it, as well as supplying 2 conduits from the panel into the lake.

Let me know if you have any questions.

Regards,

Adam Hall

Hall Fountains, Inc.

5500 NW 22nd Ave

Fort Lauderdale, FL 33309

Toll Free: 800.777.4255

954.484.8530 Fax 954.484.2393

adam@hallfountains.com

<http://www.hallfountains.com>

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Electrical Notes

THIS DRAWING IS SUBJECT TO THE PROJECT'S ARCHITECT AND/OR THE PROJECT ENGINEER'S APPROVAL.

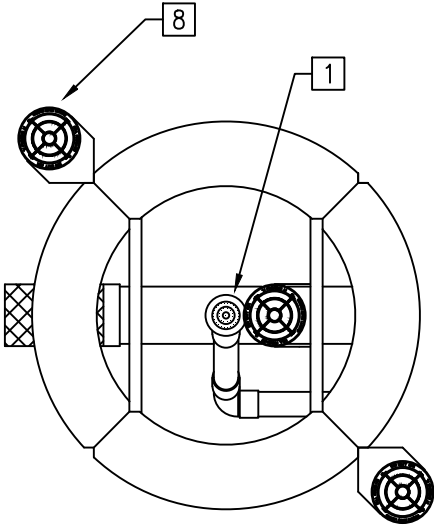
INSTALLATION OF ALL ELECTRICAL EQUIPMENT IS TO BE BY BUYER'S ELECTRICIAN. FLOATING UNIT CAN BE INSTALLED BY BUYER OR BY "HALL" IF INSTALLATION CHARGE IS INCLUDED IN FOUNTAIN CONTRACT.

ALL ELECTRICAL WORK MUST BE DONE BY A QUALIFIED ELECTRICIAN IN STRICT ACCORDANCE OF THE "NATIONAL ELECTRICAL CODE.

NOTE: LOCAL BUILDING CODES VARY FROM MUNICIPALITY TO MUNICIPALITY AND OVERRIDE NATIONAL CODES. COMPLIANCE WITH LOCAL CODES MUST BE INDEPENDENTLY VERIFIED BY OWNER'S ARCHITECT AND/OR ENGINEER. ANY DEVIATION FROM LOCAL CODES MUST BE BROUGHT TO THE ATTENTION OF HALL FOUNTAINS, INC. IMMEDIATELY.

CONFIRM ALL MOTOR VOLTAGES AND PHASE FOR COMPATIBILITY BEFORE INSTALLATION.

RUN ALL FOUNTAIN POWER CABLE RACEWAYS USING PVC ELECTRICAL CONDUIT AND SWEEPS IN THE SIZE INDICATED BELOW. ONE RACEWAY FOR EACH CABLE IS REQUIRED. RACEWAY MUST ENTER LAKE APPROXIMATELY 12 INCHES BELOW NORMAL LOW WATER LEVEL AND EXTEND INTO THE LAKE APPROX. 3 FEET. CABLE LENGTH ON UNIT IS MEASURED FROM CONTROLLER TO THE UNIT. MOUNTING THE CONTROLLER A LONG DISTANCE FROM THE LAKES EDGE WILL LIMIT THE MAXIMUM DISTANCE THE UNIT CAN BE PLACED FROM THE EDGE OF THE LAKE.



Float Assembly - Plan View

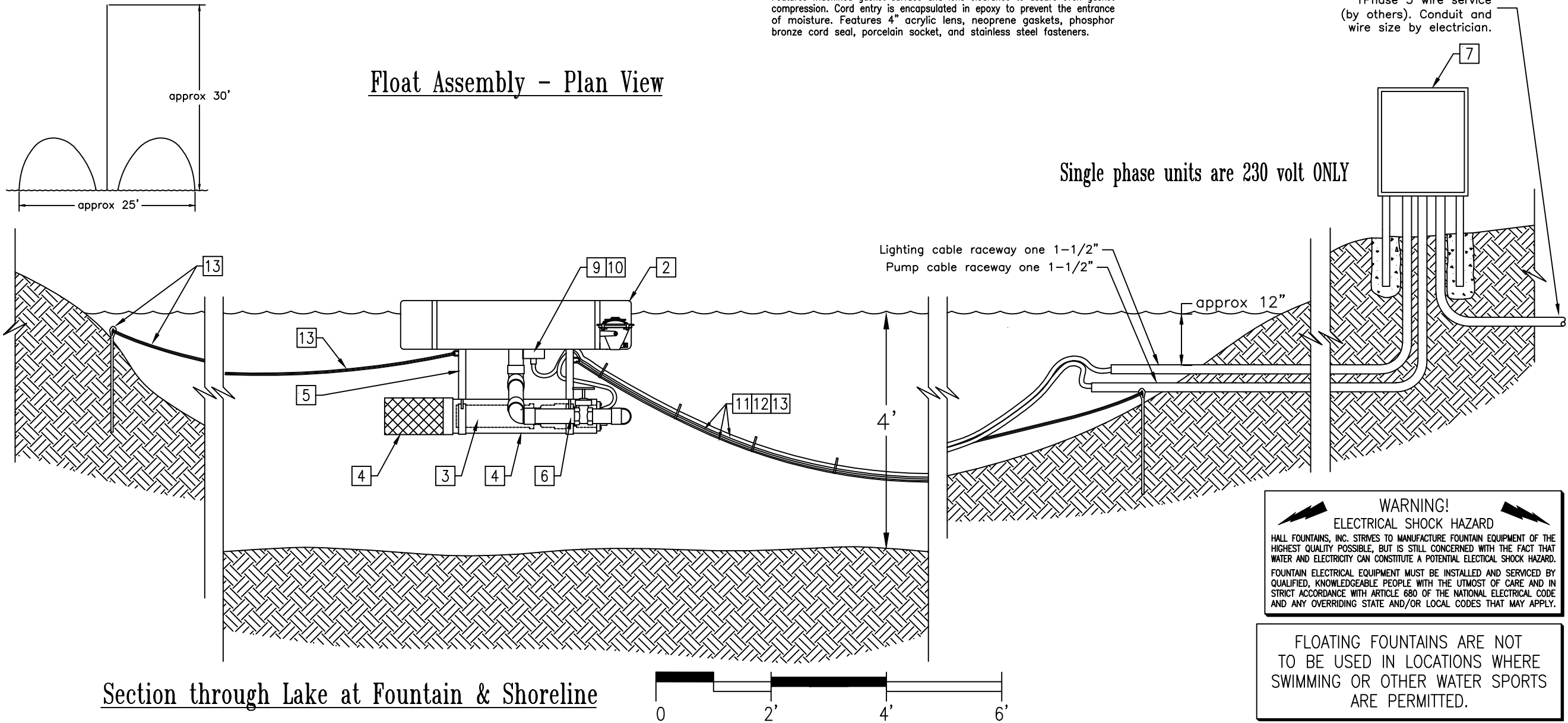
Equipment by Hall

ITEM	QTY	DESCRIPTION
1	1	EV300 THREE-TIERED ADJUSTABLE CASTLE JET -one center, 9 secondary jets and 18 outer jets.
2	1	FF4 FLOAT ASSEMBLY - includes four roto-cast molded polyethylene sections each with threaded brass inserts, stainless steel hardware and ballast fill plugs. Assembly is 10" high, 48" outside dia. and 32" inside dia.
3	1	3 H. P. SUBMERSIBLE TURBINE FOUNTAIN PUMP - motor features 230 volt 1 phase 60Hz. 3450 RPM with stainless steel motor enclosure. Pump head features cast iron bowl with closed balanced impeller.
4	1	8" PUMP SUCTION TUBE AND INTAKE SCREEN - tube is fabricated from 8" schedule 40 PVC pipe, with stainless steel or bronze support spider. Intake screen is fabricated from perforated 304 stainless steel sheet with 1/4" holes mounted to PVC slip fitting for removal. Tube as heavy PVC discharge adapter flange with power cord entry and hook up for discharge manifold.
5	1	STAINLESS STEEL EQUIPMENT MOUNTING FRAME - to support pump, manifold, and water features. Fabricated from 1-1/2" x 1-1/2" type 304 stainless steel angle with stainless steel fasteners for securing to float assembly.
6	1	PUMPING SYSTEM DISCHARGE MANIFOLD - custom fabricated from schedule 40 PVC pipe, fittings, and balancing valves to regulate and provide a maximum flow to all water features.
7	1	FOUNTAIN CONTROLLER - with a main disconnect and door handle, a single phase full-voltage starter with overload protection, contactors, timers, circuit breakers (standard or GFI), and other controls, pre-wired to a terminal bar through pan-duct wiring trough and mounted on a removable backing plate in a NEMA Type 3R enclosure. Power is supplied from a remote breaker panel (by others).
8	3	SL65LED UL LISTED CAST BRONZE SUBMERSIBLE LIGHT - thermally protected, 58 watt LED, 120 volt, with 10" type 16/3 cord and clear lens. Features machined gasket surface and lens clearance to assure even gasket compression. Cord entry is encapsulated in epoxy to prevent the entrance of moisture. Features 4" acrylic lens, neoprene gaskets, phosphor bronze cord seal, porcelain socket, and stainless steel fasteners.

ITEM	QTY	DESCRIPTION
9	1	JB1S UL LISTED CAST BRONZE UNDERWATER JUNCTION BOX - features neoprene lid gasket, stainless steel fastenings, four threaded side openings with cord seals and neoprene grommets (for 16/3 type ST cord), delrin plugs (for unused openings), and a FPT bottom for cord seal entrance. Box has lights, cord seal and lighting power cable installed, tested and potted with paraffin as per UL and section 680 of the National Electrical Code.
10	1	CS2 WATERTIGHT CORD SEAL - 3/4" MPT, UL listed seal designed for use with type ST-WA cord used in HALL "JB series" junction boxes listed above.
11	1	150' LENGTH OF 12/3 TYPE ST/SO-WA SUBMERSIBLE POWER CABLE - for the fountain lighting power supply. Cable features 600 volt insulation and soft annealed copper. Sized according to the National Electric Code section 70-258.
12	1	150' LENGTH OF 8/4 TYPE ST/SO-WA SUBMERSIBLE POWER CABLE for the submersible pump power supply. Cable features 600 volt insulation and soft annealed copper, and is sized according to National Electric Code section 70-258. Cable is spliced to pump motor leads with a 3M Scotchcast splice kit.
13	3	AN4 FOUNTAIN UNIT ANCHOR & STAY ROPE - to secure the fountain unit in the desired location in the lake and provide a convenient means of pulling the unit to the shore for cleaning and servicing. Anchor is made of steel rod with welded eye. Stay rope is 1/4" polypropylene (length to match cables listed above).

Provide 40 Amp 230V
1Phase 3 wire service
(by others). Conduit and
wire size by electrician.

Single phase units are 230 volt ONLY



5500 N.W. 22nd Avenue
Ft. Lauderdale, Florida 33309
1-800-777-4255 * 954-484-8530

This drawing is the property of HALL FOUNTAINS, INC. and is to be used only for the installation of equipment purchased from HALL as a unit. This drawing is NOT to be used or reproduced in part or in whole without written permission from HALL.

Equipment to be ordered and any installation to be made from this drawing must be independently verified by the buyer's architect or engineer to determine that the same meets all governmental requirements and is acceptable for its intended application. The only liability assumed by HALL FOUNTAINS, INC. is for the quality of the equipment supplied as set forth in the materials warranty.

Only the items listed under the heading "Equipment by HALL" are to be supplied by HALL FOUNTAINS, INC.

This symbol with a number inside indicates an item that is to be supplied by HALL. Refer to the corresponding item number under the heading "Equipment by HALL".

Model:
M0030-1-3-150

Description:
3 HP MONTEREY
with 174 watts
of LED lighting

Date Drawn:
08/04/16

WARNING!
ELECTRICAL SHOCK HAZARD
HALL FOUNTAINS, INC. STRIVES TO MANUFACTURE FOUNTAIN EQUIPMENT OF THE HIGHEST QUALITY POSSIBLE, BUT IS STILL CONCERNED WITH THE FACT THAT WATER AND ELECTRICITY CAN CONSTITUTE A POTENTIAL ELECTRICAL SHOCK HAZARD. FOUNTAIN ELECTRICAL EQUIPMENT MUST BE INSTALLED AND SERVICED BY QUALIFIED, KNOWLEDGEABLE PEOPLE WITH THE UTMOST OF CARE AND IN STRICT ACCORDANCE WITH ARTICLE 680 OF THE NATIONAL ELECTRICAL CODE AND ANY OVERRIDING STATE AND/OR LOCAL CODES THAT MAY APPLY.

FLOATING FOUNTAINS ARE NOT
TO BE USED IN LOCATIONS WHERE
SWIMMING OR OTHER WATER SPORTS
ARE PERMITTED.

August 26, 2026

Via Email

Botaniko Community Development District
c/o District Counsel, Ginger E. Wald
5385 N. Nob Hill Road
Sunrise, Florida 33351
GWald@billingcochran.com

**Re: Botaniko Community Development District ("CDD")– Demand for
Payment of Alleged Reimbursement**

Dear Ms. Wald:

This firm represents Terra Weston Residential, LLC ("Terra"), in connection with the District's letter dated August 6, 2026, demanding payment of \$158,830.31 purportedly owed to the CDD. We write to formally decline the CDD's demand for the reasons set forth below and ask that any further correspondence or inquiries on this matter be directed to Kutak Rock's offices.

The Requisitions Were Properly Documented, Reviewed, and Approved. Each of the three requisitions by which payment was made to Terra were processed under the Master Trust Indenture and First Supplemental Trust Indenture dated February 1, 2020, and the Acquisition Agreement between the District and Terra Weston Residential, LLC dated February 14, 2020. The requisitions included supporting documentation of costs paid, bills of sale, assignments of warranties, and other supporting material. The District's Consulting Engineer certified that each disbursement was for the cost of the Capital Improvement Plan, was consistent with the applicable acquisition agreements and plans, and that the purchase price did not exceed the lesser of the fair market value or the actual cost of construction of the improvements. A Responsible Officer of the District executed each requisition, and the District's Board approved the payments. Terra submitted documented, supported costs; the District's own professionals verified them; and the District's Board authorized the disbursements. There is no basis to demand that Terra return funds it received through this fully vetted process.

The District's Claims Are Time-Barred. The three requisitions were executed and paid in February and March 2020 — more than six years ago. Under Florida Statutes § 95.11(2)(b), the statute of limitations for a legal or equitable action on a contract, obligation, or liability founded on a written instrument is five years. For claims not founded on a written instrument — including unjust enrichment or quasi-contractual theories — the limitations period is four years under Florida Statutes § 95.11(3)(j). Under Florida Statutes § 95.031(1), the limitations period runs from the

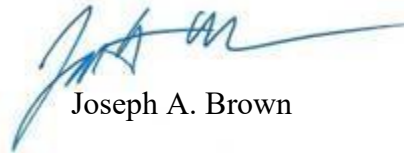
time the cause of action accrues, which for an overpayment claim is when the payment was made. In sum, the District's claims are time barred in addition to being baseless.

Demand Declined. For the foregoing reasons, Terra respectfully but firmly declines the District's demand for payment of \$158,830.31. Terra does not owe these funds, and the District's claim is without merit and time-barred.

Direction Regarding Future Communications. Please direct all further communications regarding this matter to the undersigned. Terra will not respond to direct communications concerning this matter.

Terra reserves all rights and defenses available under applicable law and nothing herein is a limitation or waiver of any such rights or defenses.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'J. A. Brown', with a long horizontal flourish extending to the right.

Joseph A. Brown

July 25, 2025

Attention:
South Florida Water Management District
Via: RegPermitting

**Re: Request to Transfer Environmental Resource Permit No. 06-00067-S-07
Application No. 150508-1
Weston Estates, Broward County, S6/T50S/R40E**

Dear Sir or Madam:

This is to notify the South Florida Water Management District (SFWMD) that the Botaniko Community Development District (CDD) has acquired ownership or control of the land on which the stormwater management and drainage system was permitted, and that it is requesting that the referenced permit be transferred to the CDD from the current permittee, Terra Weston Residential, LLC.

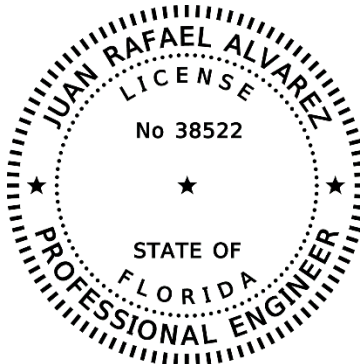
The transferred permit should contain a special condition indicating that the operations and maintenance responsibilities will be split between the CDD and the Bonaventure Development District (BDD), where the CDD will be responsible for the "Secondary Drainage System" consisting of the drainage pipes and related facilities that collect the stormwater runoff and convey it to the lakes. The BDD will be responsible for the "Primary Drainage System" consisting of the lakes (Tracts L-1 through L10, PB 181, PG 168) and the drainage pipes and associated facilities which connect the lakes to one another within the CDD.

In support of this request to transfer, we are submitting the following documents:

1. Form 62-330.340(1) Request to Transfer, signed by the CDD Officer in the name of the proposed permittee.
2. Weston Estates Plat (PB 181, PG 168, Broward County)
3. Copies of recorded deeds and drainage easements granted to the CDD.
4. Resolution of the City of Weston and Interlocal Agreement between the CDD and BDD defining maintenance responsibilities.

Sincerely,
Alvarez Engineers, Inc.

Juan R. Alvarez, PE
CDD Engineer
Date: July 25, 2025



This item has been digitally signed and sealed by
Juan R. Alvarez, PE on July 25, 2025.

Printed copies of this document are not
considered signed and sealed and the signature
must be verified on any electronic copies.

cc. Ginger Wald, CDD Counsel, gwald@bclmr.com

Request to Transfer Environmental Resource and/or State 404 Program Permit

Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid ERP permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or email, or through use of this form, and must be sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2013). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No(s): 06-00067-S-07 Application No(s): 150508-1 Acres to be Transferred: 121.15 (Permit Area)

Permitted Project: Weston Estates Proposed Project Name (if different):

Phase of Project (if applicable): N/A

I hereby notify the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3(d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit(s) be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permittee: Botaniko Community Development District

Mailing Address: 5385 N. Nob Hill Road

City: Sunrise

State: FL

Zip: 33351

Telephone: 954-721-8681

E-mail: agill@gmssf.com

Signature of Proposed Permittee

Date:

Jason Gilg, Chairman

Name and Title

Enclosures:

- ☒ Copy of title, easement, or other demonstration of ownership or control in the land, as recorded in the Public Records ☒ Copy of current plat(s) (if any), as recorded in the Public Records
☐ Copy of current recorded restrictive covenants and articles of incorporation (if any)
☐ Other

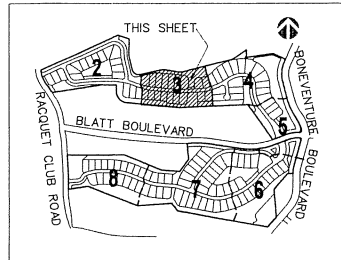


WESTON ESTATES

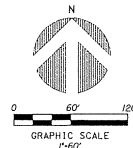
A REPLAT OF TRACTS 15 AND 29, "BONAVENTURE" (P.B. 82, PG. 43, B.C.R.)
IN SECTIONS 5 AND 6, TOWNSHIP 50 SOUTH, RANGE 40 EAST
CITY OF WESTON, BROWARD COUNTY, FLORIDA.
DECEMBER, 2014

PLAT BOOK 181, PAGE 170

SHEET 3 OF 8



KEY MAP
NOT TO SCALE



INSTR #113055640
Page 3 of 8

LEGEND:

- (*) SET P.R.M. (UNLESS OTHERWISE NOTED)-ALUMINUM DISK STAMPED •LB7264 IN 4" DIAMETER 2" LONG CONC. MON.
- O P.C.P.
- % CENTERLINE
- NR— DIRECTION OF NON-RADIAL ORIENTATION
- N 727917.824 NORTHING (INDICATES STATE
- E 886407.407 EASTING PLANE COORDINATE)
- == NON- VEHICULAR ACCESS LINE

ABBREVIATIONS:

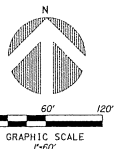
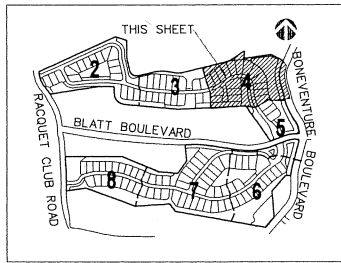
- | | |
|--------|--------------------------------|
| B.C.R. | BROADWAY COUNTY RECORDS |
| B.M. | BENCH MARK ELEVATION |
| CH | CH |
| CHB | CHORD BEARING |
| CON | CONCRETE |
| COR | CORNER |
| COR | CORNER (CENTRAL ANGLE) |
| D.E. | DRAINAGE EASEMENT |
| DICT | DICTATOR |
| D | ARC LENGTH |
| L.W.E. | LAKE MAINTENANCE EASEMENT |
| L.B.E. | LEASED BUSINESS |
| L | LANDSCAPE BUFFER EASEMENT |
| L.S. | LAND SURVEYOR |
| L.S.E. | LEFT STATION EASEMENT |
| MOR | MONUMENT |
| N.R. | NON-RADIAL |
| O | ORIGINAL RECORDS BOOK |
| P.B. | PLAT BOOK |
| P | PLAT |
| P.C.P. | PERMANENT CONTROL POINT |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| P.R.M. | PERMANENT REFERENCE MONUMENT |
| R | RADIUS |
| R | RIGHT-OF-WAY SURVEYOR & MAPPER |
| R | RADIUS |
| R/W | RIGHT-OF-WAY |
| S | SECTION |
| SF | SQUARE FEET |
| S.W.E. | SUBJECT SURFACE EASEMENT |
| U | UTILITY EASEMENT |

NOTES

- [illegible]

PERIMETER

SURVEYING & MAPPING
Prepared by: Jeff S. Hodges, P.S.M.
Certificate of Authorization No. LB7264
847 Clint Moore Road
Boca Raton, Florida 33487
Tel: (561) 241-0888
Fax: (561) 241-5182



KEY MAP
NOT TO SCALE

WESTON ESTATES

A REPLAT OF TRACTS 15 AND 29, "BONAVENTURE" (P.B. 82, PG. 43, B.C.R.)
IN SECTIONS 5 AND 6, TOWNSHIP 50 SOUTH, RANGE 40 EAST
CITY OF WESTON, BROWARD COUNTY, FLORIDA.
DECEMBER, 2014

INSTR #113055640

Page 4 of 8

PLAT BOOK 16, PAGE 17

SHEET 4 OF 8

LEGEND:

- BENCHMARK (UNLESS OTHERWISE NOTED) - ALUMINUM DISK
- STAMP - 1/8" DIA. IN 4" OF 1/2" DIA. CONC. MON.
- CENTERLINE
- DIRECTION OF NON-RADIAL ORIENTATION
- NORTHING (INDICATES STATE PLANE COORDINATE)
- EASTING
- NON-VEHICULAR ACCESS LINE

ABBREVIATIONS:

- B.C.R. - BROWARD COUNTY RECORDS
- B.M. ELEV. - BENCHMARK ELEVATION
- CH - CHORD
- CHORD BEARING - CHORD BEARING
- CONC. - CONCRETE
- COR. - CORNER
- DELTA (CENTRAL ANGLE) - DELTA (CENTRAL ANGLE)
- D.E. - DRAINAGE EASEMENT
- DIAL - DIAL
- L.M.E. - LAKE MAINTENANCE EASEMENT
- L.B.E. - LICENSED BUSINESS EASEMENT
- L.S.E. - LICENSED SURVEYOR EASEMENT
- LIT. - LITIGATION EASEMENT
- MON. - MONUMENT
- NON-RADIAL - NON-RADIAL
- O.R.B. - OFFICIAL RECORDS BOOK
- PG. - PAGE
- P.C. - PERMANENT CONTROL POINT
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.R.M. - PERMANENT REFERENCE MONUMENT
- P.S.M. - PROFESSIONAL SURVEYOR & MAPPER
- R. - RADIUS
- R.E. - ROADWAY EASEMENT
- R.O.W. - RIGHT-OF-WAY
- SEC. - SECTION
- SQU. - SQUARE FEET
- S.W.S.E. - STORM WATER SURFACE EASEMENT
- U.E. - UTILITY EASEMENT

NOTES

- BENCHMARK ELEVATIONS (B.M. ELEV.) ARE LOCATED ON TOP OF PERMANENT REFERENCE MONUMENTS.
- BENCHMARK ORIGIN: BROWARD COUNTY BENCHMARK NO. 2494, X-CUT IN NORTH END OF SOUTHERN BELL MANHOLE, 34' WEST OF BONAVENTURE BOULEVARD AND 166' SOUTH OF SADDLE CLUB ROAD. ELEVATION: 6.966'.
- THE STATE PLANE COORDINATES AND THE GRID BEARINGS SHOWN ON THIS PLAT WERE BASED ON THE NORTH AMERICAN DATUM OF 1927 COORDINATE VALUES SHOWN ON THE "STONER/KEITH RESURVEY NO. 11 OF ALL OF TOWNSHIP 50 SOUTH, RANGE 40 EAST, PORTION OF TOWNSHIP 50 SOUTH, RANGE 39 EAST, A PORTION OF TOWNSHIP 49 SOUTH, RANGE 39 EAST & A PORTION OF TOWNSHIP 49 SOUTH, RANGE 40 EAST, AS RECORDED IN MISCELLANEOUS PLAT BOOK 4 AT PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS TRANSFORMED TO THE NORTH AMERICAN DATUM OF 1983, WITH THE 1990 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER SECTION 5-50-40 BEARING NORTH 89°53'28" EAST, BASED ON A DIRECT TIE FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 21-50-40 TO THE SOUTHWEST CORNER OF SAID SECTION 5 BEARING NORTH 09°38'07" WEST. THIS PLAT IS RESTRICTED TO 120 SINGLE FAMILY DETACHED UNITS, A 15,000 SQUARE FOOT FIRE STATION ON TRACT A-1 AND A 1,923 ACRES ACTIVE PARK ON TRACT A-2. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY THE APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS, THEREO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER, INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY DECEMBER 13, 2016, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE, AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME, AND/OR IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY DECEMBER 13, 2016, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE, AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
- THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION 28, FLORIDA STATUTES: PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL LINES INTERSECTING CURVES ARE RADIAL, UNLESS DENOTED AS NON-RADIAL. PURSUANT TO CHAPTER 177.101(2), FLORIDA STATUTES, THE RECORDED OF THIS PLAT, A REPLAT OF TRACTS 15 AND 29 OF BONAVENTURE (P.B. 82, PG. 43, B.C.R.), SHALL AUTOMATICALLY AND SIMULTANEOUSLY VACATE AND ANNULL ALL OF SAID PRIOR PLAT ENCOMPASSED BY THIS REPLAT.

PERIMETER
SURVEYING & MAPPING
Prepared by: Jeff S. Hodapp, P.S.M.
Certificate of Authorization No. 1877204
947 Clint Moore Road
Boca Raton, Florida 33487
Tel: (561) 241-9988
Fax: (561) 241-5182

WESTON ESTATES

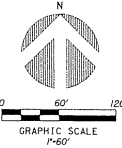
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IN SECTIONS 5 AND 6, TOWNSHIP 50 SOUTH, RANGE 40 EAST
CITY OF WESTON, BROWARD COUNTY, FLORIDA.
DECEMBER, 2014

PLAT BOOK // / , PAGE / 7 2

SHEET 5 OF 8

INSTR #113055640

Page 5 of 8

**LEGEND:**

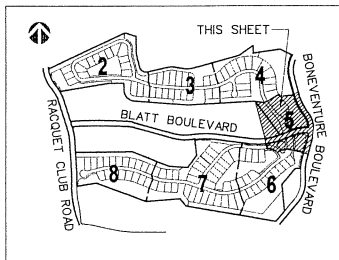
- SET P.R.M. (UNLESS OTHER- WISE NOTED)-ALUMINUM DISK
- STAMPED "1877204 IN 4"
- DIAMETER 2" LONG CONC. MON.
- CENTERLINE
- DIRECTION OF NON-RADIAL ORIENTATION
- NORTHING (INDICATES STATE PLANE COORDINATE)
- EASTING
- NON-VEHICULAR ACCESS LINE

ABBREVIATIONS:

- B.C.R. BROWARD COUNTY RECORDS
- B.M. ELEV. BENCHMARK ELEVATION
- CHB CHORD BEARING
- CONC. CONCRETE
- COR. CORNER
- D. DELTA (CENTRAL ANGLE)
- DE. DRAINAGE EASEMENT
- DIA. DIAMETER
- ARC LENGTH
- L.M.E. LAKE MAINTENANCE EASEMENT
- L.B.E. LICENSED BUSINESS
- L.B.E. LANDSCAPE BUFFER EASEMENT
- L.S.E. LICENSED SURVEYOR
- L.S.E. LIFT STATION EASEMENT
- MON. MONUMENT
- N.B. NON-RADIAL
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.C.P. PERMANENT CONTROL POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.R.M. PROFESSIONAL SURVEYOR B MAPPER
- R. RADIUS
- R.E. ROADWAY EASEMENT
- R/W RIGHT-OF-WAY
- SECTION
- SF. SQUARE FEET
- S.E.E. SURFACE EASEMENT
- U.L. UTILITY EASEMENT

NOTES

- BENCHMARK ELEVATIONS (B.M. ELEV.) ARE LOCATED ON TOP OF PERMANENT REFERENCE MONUMENTS.
- BENCHMARK ORIGIN: BROWARD COUNTY BENCHMARK NO. 2494, X-CUT IN NORTH RIM OF SOUTHERN BELL MANHOLE, 58' WEST OF BONAVENTURE BOULEVARD AND 156' SOUTH OF SADDLE CLUB ROAD. ELEVATION = 6.966'. NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- THE STATE PLANE COORDINATES AND THE GRID BEARINGS SHOWN ON THIS PLAT WERE BASED ON THE NORTH AMERICAN DATUM OF 1927 COORDINATE VALUES SHOWN ON THE STONER-KELTH RESURVEY NO. 11 OF ALL OF TOWNSHIP 50 SOUTH, RANGE 40 EAST; A PORTION OF TOWNSHIP 50 SOUTH, RANGE 39 EAST; A PORTION OF TOWNSHIP 49 SOUTH, RANGE 39 EAST & A PORTION OF TOWNSHIP 49 SOUTH, RANGE 40 EAST, AS RECORDED IN MISCELLANEOUS PLAT BOOK 4 AT PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS TRANSFORMED TO THE NORTH AMERICAN DATUM OF 1983, WITH THE 1993 ADJUSTMENT, WITH THE SOUTHEAST QUARTER CORNER OF SECTION 5, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BEARING NORTH 88°53'28" EAST, BASED ON A DIRECT TIE FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 21-50-40 TO THE SOUTH-EAST CORNER OF SAID SECTION 5, BEARING NORTH 09°58'07" WEST. THIS PLAT IS RESTRICTED TO 125 SINGLE FAMILY DETACHED UNITS, A 15,000 SQUARE FOOT FIRE STATION ON TRACT A-1 AND A 1.923 ACRE ACTIVE PARK ON TRACT A-2. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE 11, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY THE APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS, THEREOF ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER, INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY DECEMBER 13, 2016, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENT ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME; AND/OR THE CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY DECEMBER 13, 2016, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENT ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
- THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 29, FLORIDA STATUTES: PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL LINES INTERSECTING CURVES ARE RADIAL, UNLESS DENOTED AS NON-RADIAL. PURSUANT TO CHAPTER 177.10(12), FLORIDA STATUTES, THE RECORDED OF THIS PLAT, A REPLAT OF TRACTS 15 AND 29 OF BONAVENTURE (P.B. 82, PG. 43, B.C.R.), SHALL AUTOMATICALLY AND SIMULTANEOUSLY VACATE AND ANNUAL ALL OF SAID PRIOR PLAT ENCOMPASSED BY THIS REPLAT.



KEY MAP
NOT TO SCALE

PERIMETER

SURVEYING & MAPPING
 Prepared by: Jeff S. Hodapp, P.S.M.
 Certificate of Authorization No. LB7264
 947 Clint Moore Road
 Boca Raton, Florida 33487
 Tel: (561) 241-9988
 Fax: (561) 241-5182

WESTON ESTATES

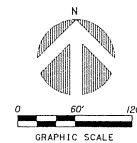
A REPLAT OF TRACTS 15 AND 29, "BONAVENTURE" (P.B. 82, PG. 43, B.C.R.)
 IN SECTIONS 5 AND 6, TOWNSHIP 50 SOUTH, RANGE 40 EAST
 CITY OF WESTON, BROWARD COUNTY, FLORIDA.
 DECEMBER, 2014

PLAT BOOK 161, PAGE 173

SHEET 6 OF 8

INSTR #113055640

Page 6 of 8



LEGEND:

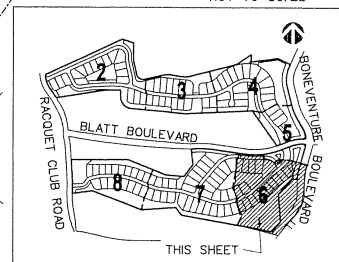
- SET P.R.M. (UNLESS OTHER- WISE NOTED) AS SHOWN IN DISK
- STAMPED LB7264 IN 4 DISK
- DIAMETER 2" LONG CONC. MON.
- P.C.P.
- CENTERLINE
- DIRECTION OF NON-RADIAL ORIENTATION
- NORTHING (INDICATES STATE PLANE COORDINATES)
- EASTING
- NON-VEHICULAR ACCESS LINE

ABBREVIATIONS:

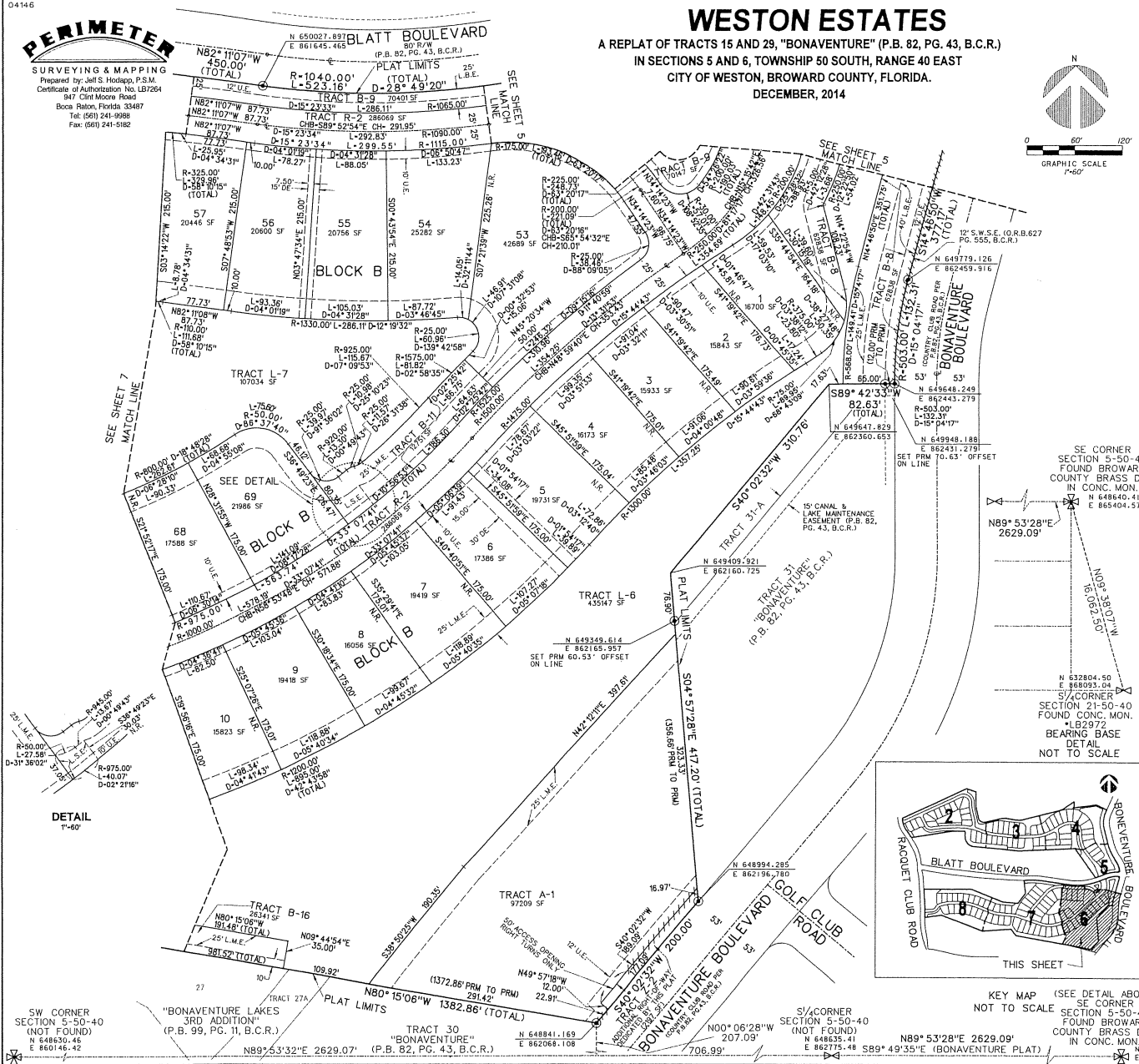
- B.C.R. BROWARD COUNTY RECORDS
- B.M. ELEV. BENCH MARK ELEVATION
- CH CHORD
- CHB CHORD BEARING
- CONC. CONCRETE
- COR. CORNER
- D DRAINAGE
- D.E. DRAINAGE EASEMENT
- DIA. DIAMETER
- L.A.C. LAKE
- L.M.E. LAKE MAINTENANCE EASEMENT
- L.B. LICENSED BUSINESS
- L.B.E. LICENSED BUSINESS EASEMENT
- L.S. LICENSED SURVEYOR
- L.S.E. LICENSED SURVEYOR EASEMENT
- MON. MONUMENT
- N.R. NON-RADIAL
- N.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.C.P. PERMANENT CONTROL POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.R.M. PERMANENT REFERENCE MONUMENT
- P.S.M. PROFESSIONAL SURVEYOR & MAPPER
- R. RADIAL
- R.W. ROADWAY EASEMENT
- R/W RIGHT-OF-WAY
- SEC. SECTION
- S.W.S.E. SQUARE FEET
- T.W.S. TOWN WATER SURFACE EASEMENT
- U.E. UTILITY EASEMENT

NOTES

- BENCHMARK ELEVATIONS (B.M. ELEV.) ARE LOCATED ON TOP OF PERMANENT REFERENCE MONUMENTS.
- BENCHMARK ORIGIN: BROWARD COUNTY BENCHMARK NO. 2494, X-CUT IN NORTH RIM OF SOUTHERN BELL MANHOLE 8" WEST OF BONAVENTURE BOULEVARD AND 166' SOUTH OF SADDLE CLUB ROAD. ELEVATION: 6.96'.
- NATIONAL GEOGRAPHIC VERTICAL DATUM OF 1929 GRADED BEARINGS SHOWN ON THIS PLAT WERE BASED ON THE NORTH AMERICAN DATUM OF 1927 COORDINATE VALUES SHOWN ON THE STONOR/KEITH RESURVEY NO. 1 OF ALL OF TOWNSHIP 50 SOUTH, RANGE 40 EAST, A PORTION OF TOWNSHIP 50 SOUTH, RANGE 39 EAST, A PORTION OF TOWNSHIP 49 SOUTH, RANGE 39 EAST & A PORTION OF TOWNSHIP 49 SOUTH, RANGE 40 EAST, AS RECORDED IN MISCELLANEOUS PLAT BOOK 4 AT PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY. THE 1927 COORDINATE VALUES WERE TRANSFERRED TO THE NORTH AMERICAN DATUM OF 1983, WITH THE 1980 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 5-50-40 BEARING NORTH 89°53'28" EAST, BASED ON A DIRECT TIE FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 31-50-40 TO THE SOUTH-EAST CORNER OF SAID SECTION 5 BEARING NORTH 09°38'07" WEST. THIS PLAT IS RESTRICTED TO 125 SINGLE FAMILY DETACHED UNITS, A 15,000 SQUARE FOOT FIRE STATION ON TRACT 4-1, AND A 1.923 ACRE ACTIVE PARK ON TRACT A-2. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY THE APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS THE NOTATION AND ANY AMENDMENTS, THERE TO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER, INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
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- THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.01(2), SUBSECTION 4, FLORIDA STATUTES: PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT OF A CABLE TELEVISION SERVICE OR OTHER PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES, THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL LINES INTERSECTING CURVES ARE RADIAL, UNLESS DENOTED AS NON-RADIAL. PURSUANT TO CHAPTER 177.01(2), FLORIDA STATUTES, THE RECORDED OF THIS PLAT, A REPLAT OF TRACTS 15 AND 29 OF BONAVENTURE (P.B. 82, PG. 43, B.C.R.), SHALL AUTOMATICALLY AND SIMULTANEOUSLY VACATE AND ANNUAL ALL OF SAID PRIOR PLAT ENCOMPASSED BY THIS REPLAT.



KEY MAP (SEE DETAIL ABOVE)
 NOT TO SCALE
 SECTION 5-50-40
 FOUND BROWARD COUNTY BRASS DISK IN CONC. MON.
 N89°53'28"E 2629.09'
 N89°49'35"E (BONAVENTURE PLAT)



04146

PERIMETER

SURVEYING & MAPPING

Prepared by: Jeff S. Hodges, P.S.M.

Certificate of Authorization No. LD7204

347 Cliff Moore Road

Boca Raton, Florida 33487

Tel: (561) 241-0900

Fax: (561) 241-5182

LEGEND:

- SET P.P.M. (UNLESS OTHERWISE NOTED) ALUMINUM DISK
- STAMPED 1/8" DIA. IN 4"
- DIAMETER 2" LONG CONC. MON.
- CENTERLINE
- DIRECTION OF NON-RADIAL ORIENTATION
- NORTHING (INDICATES STATE)
- EASTING (INDICATES PLANE COORDINATE)
- NON-VEHICULAR ACCESS LINE

ABBREVIATIONS:

- B.C.R. BROWARD COUNTY RECORDS
- B.M. BENCHMARK
- C.H. CHORD BEARING
- C.H. CHORD LENGTH
- COR. CORNER
- D.C. DRAINAGE EASEMENT
- D.I.A. DISTANCE
- L.M.E. LAKE MAINTENANCE EASEMENT
- L.S.E. LICENSED BUSINESS
- L.S.E. LICENSED SURVEYOR
- L.S.E. LICENSED SURVEYOR
- M.H. MONUMENT
- N.R. NON-RADIAL
- P.B. PLAT BOOK
- P.C.P. PERMANENT CONTROL POINT
- P.D.B. PLAT DEED BOOK
- P.L. PLAT
- P.M. PROFESSIONAL MEASUREMENT
- P.S.M. PROFESSIONAL SURVEYOR & MAPPER
- R.E. ROADWAY EASEMENT
- R.O.W. RIGHT-OF-WAY
- S.E. SECTION
- S.F. SQUARE FEET
- S.W.S.E. SURFACE EASEMENT
- S.W. SURFACE EASEMENT

NOTES:

1. BENCHMARK ELEVATIONS (B.M. ELEV.) ARE LOCATED ON TOP OF PERMANENT REFERENCE MONUMENTS.
2. BENCHMARK ORIGIN: BROWARD COUNTY BENCHMARK NO. 2494, X-CUT IN NORTH RIM OF SOUTHERN BELL MANHOLE, WEST OF BONAVENTURE BOULEVARD AND 156' SOUTH OF SCHOOL CLUB ROAD, ELEVATION = 6.966'.
3. THE STATE PLATE COORDINATES AND THE GRID BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE NAD 83 DATUM OF 1983.
4. THIS PLAT IS RESTRICTED TO 125 SINGLE FAMILY DETACHED UNITS, A 15,000 SQUARE FOOT LOT, WITH LOT AREA OF 1,125 TO 1,125 ACRES, WITHIN THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS' JURISDICTION, WITHIN THE BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY THE APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THEREON ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER, INCLUDING AN OWNER OF OWNERS OF PROPERTY WITHIN THIS PLAT AND TOGETHER TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT; THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. A BUILDING PERMIT FOR A PRINCIPAL BUILDING EXCLUDING DRY MODELS, SHALL BE ISSUED BY DECEMBER 13, 2016, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME; AND/OR IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY DECEMBER 13, 2016, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
7. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION 28, FLORIDA STATUTES: PLATTED UTILITY EASEMENTS ARE ALSO SUBMITTED FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, SUCH AS CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION IN ACCORDANCE WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
8. ALL LINES INTERSECTING CURVES ARE RADIAL, UNLESS DENOTED AS NON-RADIAL, PURSUANT TO CHAPTER 177.091(2), FLORIDA STATUTES. THE RECONSTRUCTION OF THIS PLAT, A REPLAT OF TRACTS 15 AND 29 OF BONAVENTURE (P.B. 82, PG. 43, B.C.R.), SHALL AUTOMATICALLY AND SIMULTANEOUSLY VACATE AND ANNUL ALL OF SAID PRIOR PLAT ENCOMPASSED BY THIS REPLAT.

WESTON ESTATES

A REPLAT OF TRACTS 15 AND 29, "BONAVENTURE" (P.B. 82, PG. 43, B.C.R.)

IN SECTIONS 5 AND 6, TOWNSHIP 50 SOUTH, RANGE 40 EAST

CITY OF WESTON, BROWARD COUNTY, FLORIDA.

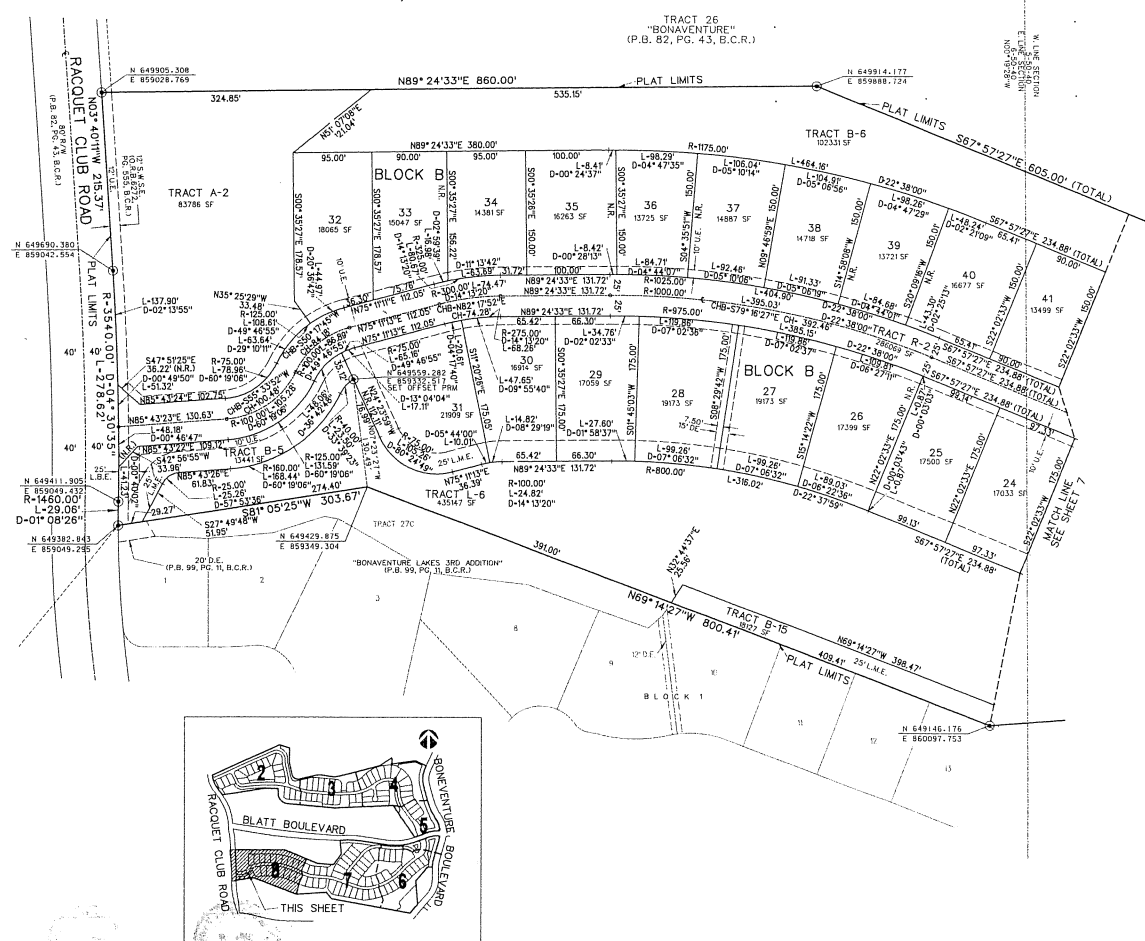
DECEMBER, 2014

PLAT BOOK 181, PAGE 175

SHEET 8 OF 8

INSTR #113055640

Page 8 of 8



This instrument prepared by:
Ricardo L. Fraga, Esq.
Greenberg Traurig, P.A., 44th Floor
333 Avenue of the Americas
Miami, FL 33131

(Reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of the 25th day of February, 2020, by **TERRA WESTON RESIDENTIAL, LLC, a Florida limited liability company** (the "Grantor"), whose mailing address is 2665 South Bayshore Drive, Suite 1020, Coconut Grove, Florida 33133 to **BOTANIKO COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "Grantee"), whose mailing address is c/o Governmental Management Services - South Florida, LLC, 5385 N Nob Hill Road, Sunrise, FL 33351 Attn: Rich Hans. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property located in Broward County, Florida (the "Property"), to-wit: See Exhibit "A" attached hereto.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 2020 and subsequent years; and (b) easements, conditions, restrictions, matters, limitations and reservations of public record, if any, which shall include, but not be limited to, those items shown on Exhibit B attached hereto (the "**Permitted Exceptions**"). The reference to Permitted Exceptions herein shall not be deemed to reimpose same.

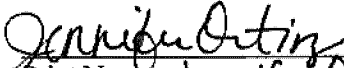
TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

GRANTOR hereby covenants with said Grantee that Grantor does hereby specially warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

NOTE TO RECORDER: THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

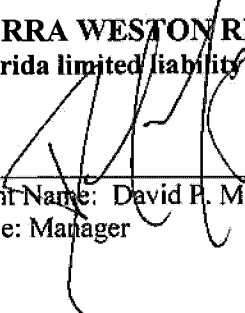
IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in presence of:


Print Name: Jennifer Ortiz


Print Name: Elizabeth C. Rejo

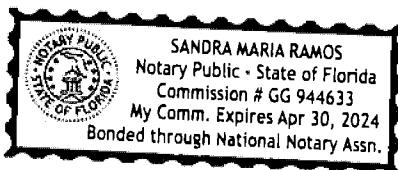
**TERRA WESTON RESIDENTIAL, LLC, a
Florida limited liability company**

By: 
Print Name: David P. Martin
Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, by David P. Martin, as Manager of TERRA WESTON RESIDENTIAL, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of February, 2020.



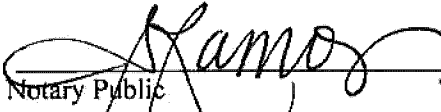

Notary Public
Sandra Ramos
Typed, printed or stamped name of Notary Public

EXHIBIT A

(Legal Description – Lake Tracts)

Tracts L-1 through L-10 of the WESTON ESTATES PLAT, according to the Plat thereof, as recorded in Plat Book 181, Page 168 of the Public Records of Broward County, Florida.

EXHIBIT B

(Permitted Exceptions)

1. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of BONAVENTURE, as recorded in Plat Book 82, Page 43, as affected by Resolution recorded December 23, 1980 in Official Records Book 9317, Page 104; that Affidavit recorded January 5, 1981 in Official Records Book 9337, Page 131; that Notice of Correction recorded April 10, 1981 in Official Records Book 9519, Page 366; that Agreement to Place a Notation on Plat recorded January 10, 1994 in Official Records Book 21625, Page 291; Agreement recorded January 10, 1994 in Official Records Book 21625, Page 310; Agreement to Place Notation on Plat recorded July 14, 1994 in Official Records Book 22378, Page 701; that Agreement for Amendment recorded April 20, 1995 in Official Records Book 23362, Page 782; that Agreement for Amendment recorded April 27, 1995 in Official Records Book 23381, Page 539; that Agreement for Amendment recorded August 25, 1995 in Official Records Book 23835, Page 828; and by that Agreement for Amendment recorded March 24, 1999 in Official Records Book 29339, Page 557, of the Public Records of Broward County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
2. Decree creating and incorporating West Lauderdale Water Control District recorded in Official Records Book 3935, Page 256, as affected by House Bill No. 845 of the Public Records of Broward County, Florida.
3. Bonaventure Storm Water Surface Easement in favor of Broward County recorded in Official Records Book 6272, Page 555, as affected by that Miscellaneous Map Book Page 13, Sheet 14-15, of the Public Records of Broward County, Florida.
4. Easement granted to Southern Bell Telephone and Telegraph Company recorded in Official Records Book 6195, Page 993, as assigned to City of Sunrise by Assignment of Easements recorded in Official Records Book 9410, Page 539; together with Bill of Sale recorded in Official Records Book 9410, Page 541, of the Public Records of Broward County, Florida.
5. Terms, conditions and covenants as contained in the Final Judgment recorded April 3, 2013 in Official Records Book 49660, Page 921, of the Public Records of Broward County, Florida.
6. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of WESTON ESTATES, as recorded in Plat Book 181, Page(s) 168, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

7. Security/Lien Agreement for Installation of Required Improvements between Broward County and Terra Weston Residential, LLC filed in Instrument No. 113055641, of the Public Records of Broward County, Florida.
8. Utility Service Permit from City of Sunrise filed in Instrument No. 112863574, of the Public Records of Broward County, Florida.
9. Declaration of Restrictive Covenant, Subordination of Mortgage and Joinder and Consents filed in Instrument No. 114757630, of the Public Records of Broward County, Florida.
10. Declaration of Covenants, conditions, Restrictions and Easements for Botaniko Weston recorded in Instrument No. 115037228, as amended by First Amendment to Declaration recorded in Instrument No. 115040924, as corrected by Corrective First Amendment to Declaration for Botaniko Weston recorded in Instrument No. 115170321, as amended by Second Amendment to Declaration for Botaniko Weston recorded in Instrument No. 115953962, and as further amended by Third Amendment to Declaration for Botaniko Weston recorded in Instrument No. 115979527, of the Public Records of Broward County, Florida, which include a provision for liens and assessments.
11. Utility Easement in favor of City of Sunrise recorded in Instrument No. 114972775, of the Public Records of Broward County, Florida.
12. Bill of Sale to City of Sunrise recorded in Instrument No. 114972774, of the Public Records of Broward County, Florida.
13. Utility Easement in favor of City of Sunrise recorded in Instrument No. 115546519, of the Public Records of Broward County, Florida.
14. Bill of Sale recorded in Instrument No. 115546520, of the Public Records of Broward County, Florida.
15. Use restriction described in Article III, Paragraph 3 of that certain Final Judgment recorded April 3, 2013 in Official Records Book 49660, Page 921, of the Public Records of Broward County, Florida.
16. True-Up Agreement recorded February 14, 2020, in Instrument No. 116351290, of the Public Records of Broward County, Florida.
17. Lien of Record of Botaniko Community Development District recorded February 14, 2020 in Instrument No. 116351289, of the Public Records of Broward County, Florida.
18. Collateral Assignment and Assumption of Development Rights relating to Botaniko-Weston Estates recorded February 14, 2020 in Instrument No. 116351287, of the Public Records of Broward County, Florida.

19. Declaration of Consent of Jurisdiction of The Botaniko Community Development District (Imposition of Special Assessments and Imposition of Lien of Record) recorded February 14, 2020 in Instrument No. 16351288, of the Public Records of Broward County, Florida.
20. Final Judgments in favor of Botaniko Community Development District recorded in Instrument No. 116251825 and Instrument No. 116246606, of the Public Records of Broward County, Florida.
21. Notice of Establishment of the Botaniko Community Development District recorded October 3, 2019 in Instrument No. 116091690, of the Public Records of Broward County, Florida.

This instrument was prepared by
and return to:

Barbara A. Hall
Greenberg Traurig, P.A.
401 E. Las Olas Blvd., Suite 2000
Fort Lauderdale, FL 33301

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT ("**Easement**") is made and executed this 27th day of February, 2020 by Terra Weston Residential, LLC, a Florida limited liability company ("**Terra**") whose mailing address is 2665 Bayshore Drive, Suite 1020, Coconut Grove, FL 33133 to the Botaniko Community Development District, a local unit of special purpose government organized under and existing pursuant to Chapter 190, Florida Statutes ("**CDD**"), whose mailing address is 5385 N. Nob Hill Road, Sunrise, FL 33351.

RECITALS:

A. Terra is developing a single-family residential project in the City of Weston known as Botaniko ("**Botaniko**").

B. Terra is the owner of those tracts of land described in Exhibit A, attached ("**Specified Common Areas**").

C. Those Specified Common Areas are included as "Common Areas" under that certain Declaration of Covenants, Conditions, Restrictions, and Easements recorded as Instrument No. 115037228, as amended by First Amendment to Declaration recorded in Instrument No. 115040924, as corrected by Corrective First Amendment to Declaration for Botaniko Weston recorded in Instrument No. 115170321, as amended by Second Amendment to Declaration for Botaniko Weston recorded in Instrument No. 115953962, and as further amended by Third Amendment to Declaration for Botaniko Weston recorded in Instrument No. 115979527, all of the Public Records of Broward County, Florida ("**Declaration**").

D. The CDD was established on September 23, 2019 by Ordinance 2019-11 of the City of Weston as an independent special district to own, fund, construct, maintain, and operate certain infrastructure and other improvements within Botaniko, including but not limited to the stormwater management system, (exclusive of the lakes and lake interconnects within Botaniko. which will be owned and maintained by the Bonaventure Development District).

E. Terra has constructed the stormwater management system to serve Botaniko.

F. The CDD will own, maintain and operate those components of the stormwater management system, other than the lakes and lake interconnects, which consist of stormwater pipes, as shown generally in Exhibit B attached, swales and catch basins ("**Secondary Stormwater Facilities**")

G. Terra by a separate bill of sale, is conveying the Secondary Stormwater Facilities to the CDD.

H. The CDD requires an easement for the operation, maintenance, repair and replacement of the Secondary Stormwater Facilities.

I. Terra is willing to provide, and CDD is willing to accept such an easement.

J. The Botaniko Weston Community Association, Inc. (**the "Association"**), because of its interests and rights in the Specified Common Areas under the Declaration, is joining in this Easement.

NOW, THEREFORE, in consideration of the sum of ten and no/100 Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Terra does hereby grant to the CDD, a nonexclusive perpetual easement in, on, over, under, through, and across the Specified Common Areas for the operation, maintenance, replacement and repair, of the Secondary Stormwater Facilities, located within the Specified Common Areas.

2. Activities by the CDD within the Specified Common Areas shall be subject to the following:

- a) Following the completion of construction, maintenance repair activities to the Secondary Drainage Facilities the Specified Common Areas shall be returned to as good or better condition than existed prior to the CDD engaging in such activities.
- b) The CDD shall require all contractors engaging in activities within the Specified Common Areas to carry insurance in at least the minimum amounts described in **Exhibit C** to this Easement and to provide the Association and Terra (for so long as Terra is the owner of the Specified Common Areas) and any mortgage holder with Certificates of Insurance and naming Association, Terra (if applicable) and the mortgage holder as Additional Insureds in accordance with **Exhibit C**. This provision shall be applicable unless otherwise agreed to by the Association, Terra (if applicable) and the CDD.

3. The provisions of this Easement shall be subject to the provisions of that Declaration of Restrictive Covenant, Subordination of Mortgage and Joinder and Consents recorded as Instrument 114757630 recorded in the Public Records of Broward County, Florida.

4. This Easement shall be recorded in the Public Records of Broward County, Florida.

[SIGNATURES ON THE FOLLOWING PAGES]

ACCEPTANCE OF EASEMENT

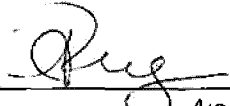
The Botaniko Community Development District hereby accepts this Easement and its terms.

Signed, Sealed, and Delivered in the Presence of:

**BOTANIKO COMMUNITY
DEVELOPMENT DISTRICT**


Print Name: Elizabeth C. Rejo

By: 
Michael Piazza, Chair

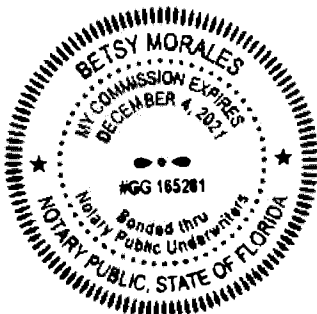

Print Name: Annette Ruiz

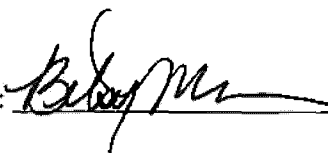
STATE OF FLORIDA)

) ss.:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or _____ online notarization, on this 26th day of FEBRUARY, 2020 by an officer duly authorized to administer oaths and take acknowledgments, **MICHAEL PIAZZA** as Chair of the Board of Supervisors for **BOTANIKO COMMUNITY DEVELOPMENT DISTRICT**, to me personally known or who has produced _____ as identification, and known to me to be the individual described in and who executed the foregoing instrument as said officer and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of said corporation.



Notary Public: 

Print Name BETSY MORALES

My Commission Expires: DECEMBER 4th 2021

JOINDER AND CONSENT

The undersigned Botaniko Weston Community Association, Inc. hereby consents to and joins in the foregoing Easement in favor of the Botaniko Community Development District.

Signed, Sealed, and Delivered in the Presence of:

BOTANIKO WESTON COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (fka Weston Estates Homeowners Association, Inc.)

Print Name: Elizabeth C. Rojas

By: [Signature]
Michael Piazza, President

Print Name: Annette Maza

STATE OF FLORIDA)

) ss.:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or _____ online notarization, on this 21st day of FEBRUARY, 2020 by **MICHAEL PIAZZA** as **President** of **BOTANIKO WESTON COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation. He or she is personally known to me or who has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.



Notary Public: [Signature]

Print Name BETSY MORALES

My Commission Expires: DECEMBER 4th 2021

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the owner and holder of a Mortgage, given by Terra Weston Residential, LLC ("Terra") to Miami Beach Finance & Investments, LLC, dated as of July 10, 2014 and recorded in Official Records Book 50931, Page 1072, as modified by that certain Mortgage Modification and Future Advance executed by Borrower and Lender and dated as of November 21, 2014 and recorded in Official Records Book 51276, Page 1071, as further modified by that certain Second Mortgage Modification and Future Advance dated February 13, 2015 and recorded under Instrument Number 112817559, that Third Mortgage Modification and Future Advance recorded on October 17, 2016 as Instrument #113987334, as amended and restated by that certain Amended and Restated Second Mortgage, Assignment of Leases and Rents and Security Agreement recorded in Instrument #114699199; as modified by that certain First Modification to Amended and Restated Second Mortgage, Assignment of Leases and Rents and Security Agreement recorded in Instrument #114832013; that Fourth Mortgage Modification recorded in Instrument #114832015, and that Fifth Mortgage Modification recorded in Instrument #115491904, all of the Public Records of Broward County, Florida, (the "**Mortgage**"), which Mortgage includes Specified Common Areas as described on Exhibit "A" attached hereto, hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been and as it may be, modified, amended and assigned from time to time, to the foregoing Easement executed by Terra in favor of Botaniko Community Development District.

IN WITNESS WHERE OF, this Mortgagee Joinder, Consent and Subordination is made this 27 day of February, 2020.

WITNESSETH:

(Mortgagee)

MIAMI BEACH FINANCE & INVESTMENTS, LLC

By: Monica Diaz
 Print Name: Monica Diaz

By: Scott Squires
 Print Name: Scott Squires
 Manager

By: Carla Usseglio Lyden
 Print Name: Carla Usseglio Lyden

By: Lidia Cartaya
 Print Name: LIDIA CARTAYA
 Manager

STATE OF FLORIDA
 COUNTY OF MIAMI DADE

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 27 day of February, 2020, by Scott Squires and Lidia Cartaya each of them as Managers of Miami Beach Finance & Investments, LLC, a Florida limited liability company, on behalf of such company. They are personally known to me or have produced a _____ as identification

Carla Usseglio Lyden
 NOTARY PUBLIC, STATE OF FLORIDA
 Print Name: Carla Usseglio Lyden
 My Commission Expires: May 16, 2023

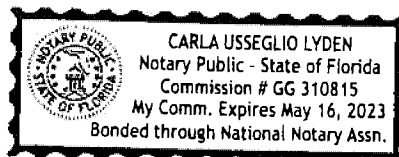


EXHIBIT A

SPECIFIED COMMON AREAS DESCRIPTIONS

Tracts B-3, B-4, B-6, R-1 and R-2 all as described on the Weston Estates Plat as recorded in Plat Book, 181, Page 168 of the Public Records of Broward County, Florida

EXHIBIT B

SKETCH OF SECONDARY STORMWATER PIPES

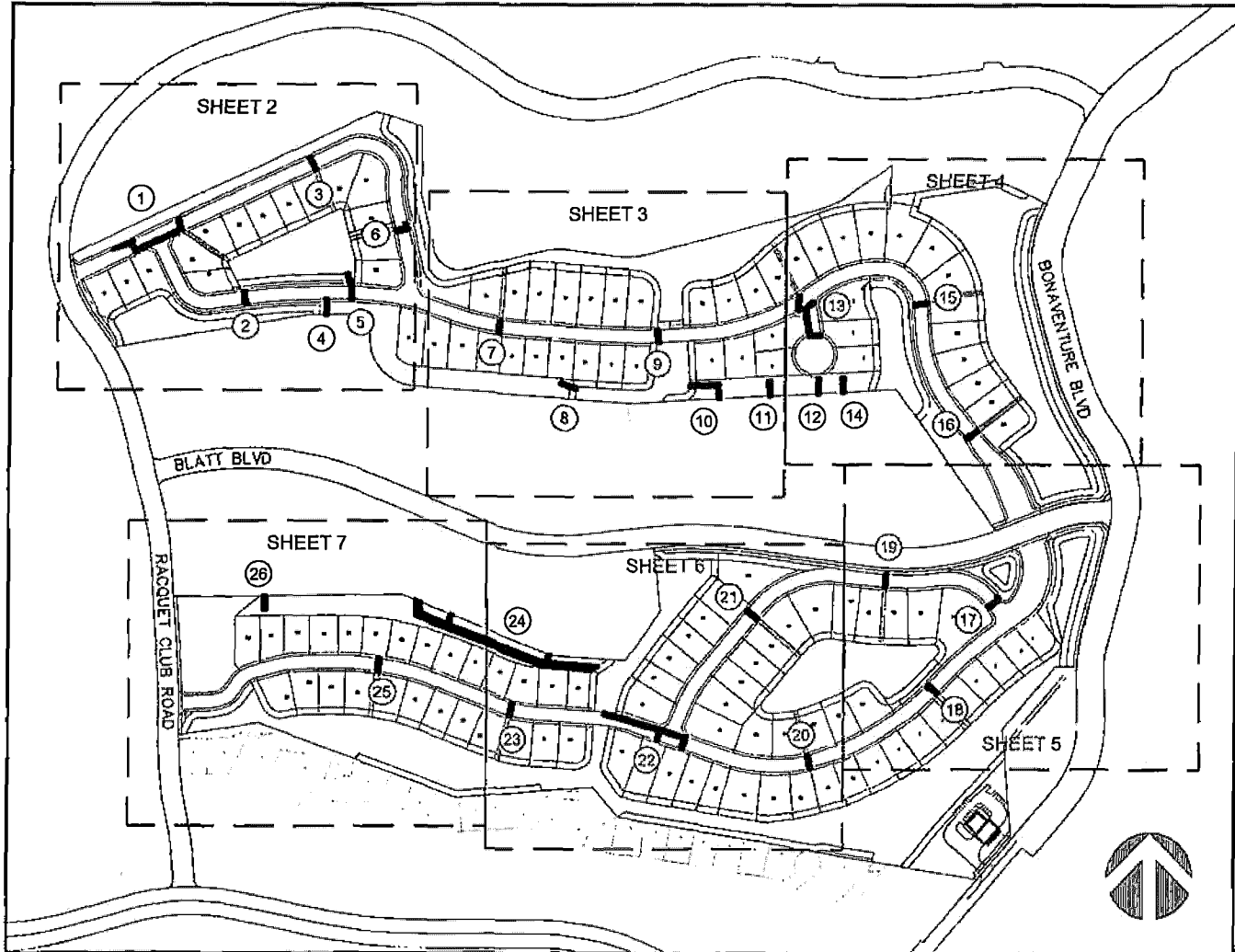


947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

EXHIBIT B NOT A SURVEY



KEY MAP
(NOT TO SCALE)

ABBREVIATIONS

D.E. = DRAINAGE EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
U.E. = UTILITY EASEMENT

PROJECT NAME: WESTON ESTATES

DATE: 07/26/2019

JOB NO. 04146

DWG BY: AJR

REVISED 02/13/2020

CKD BY: JSH

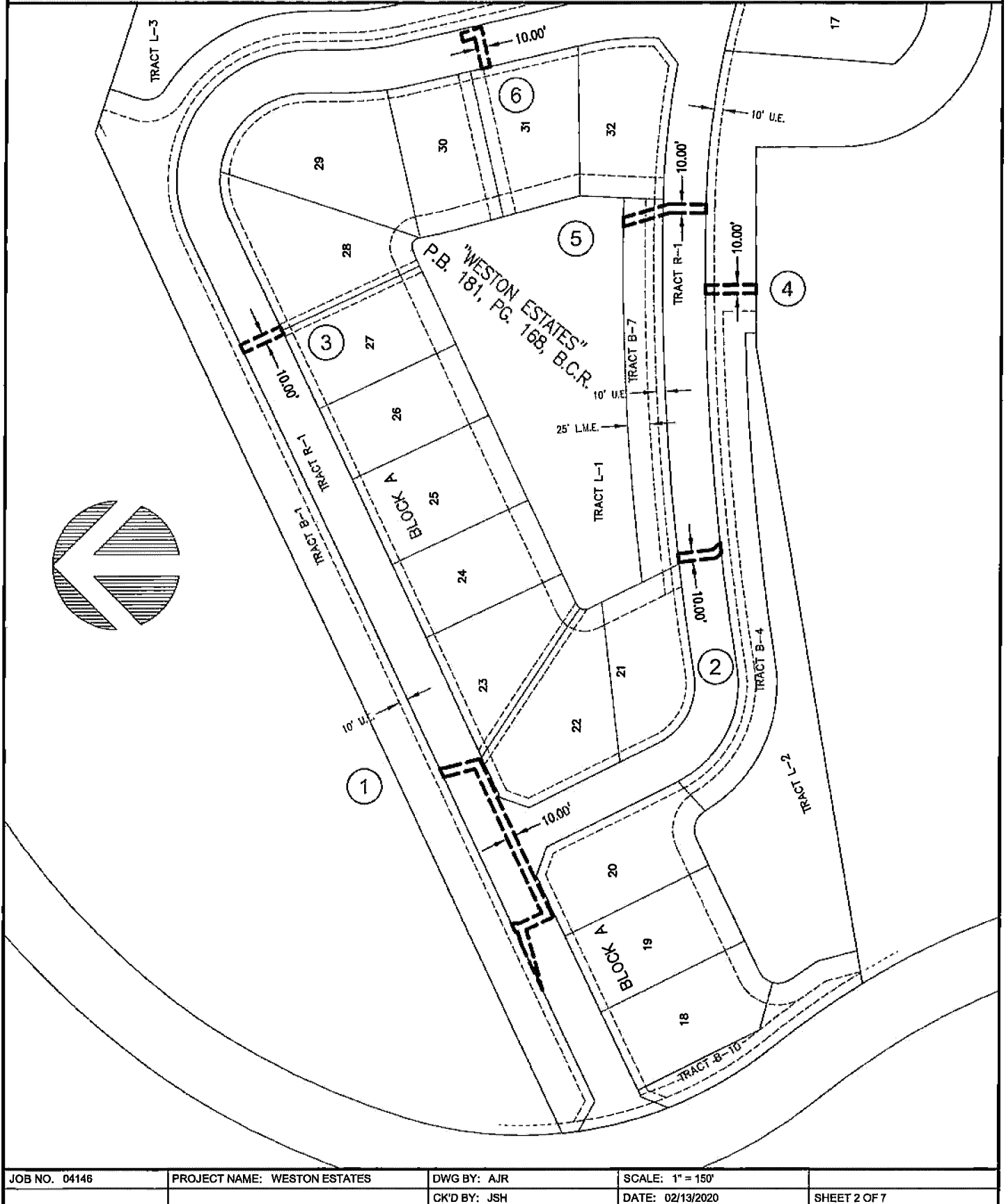
SHEET 1 OF 7

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182



JOB NO. 04146

PROJECT NAME: WESTON ESTATES

DWG BY: AJR

SCALE: 1" = 150'

CK'D BY: JSH

DATE: 02/13/2020

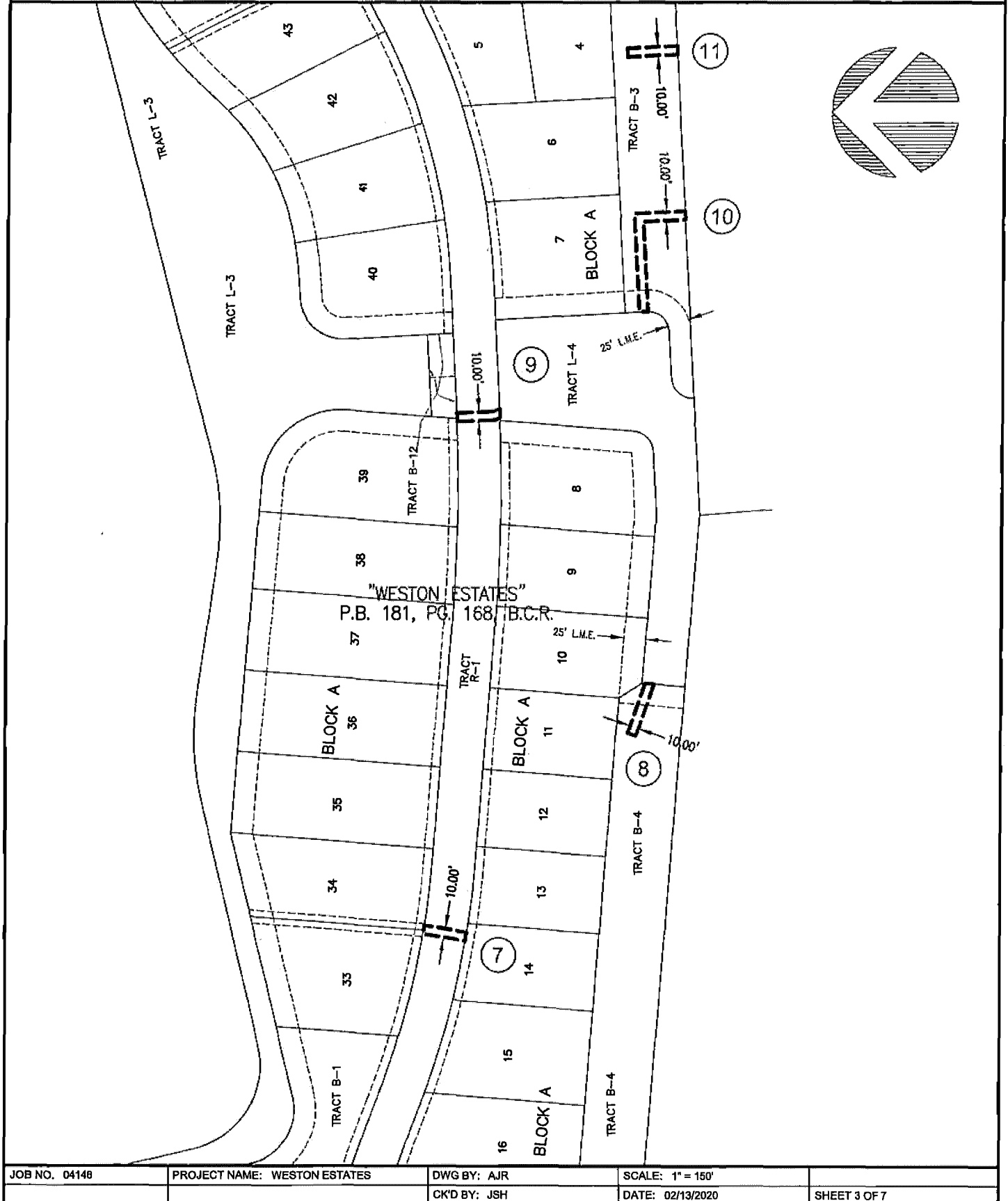
SHEET 2 OF 7

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182



JOB NO. 04148

PROJECT NAME: WESTON ESTATES

DWG BY: AJR

SCALE: 1" = 150'

CK'D BY: JSH

DATE: 02/13/2020

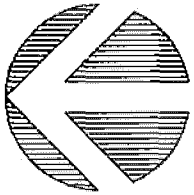
SHEET 3 OF 7

PERIMETER

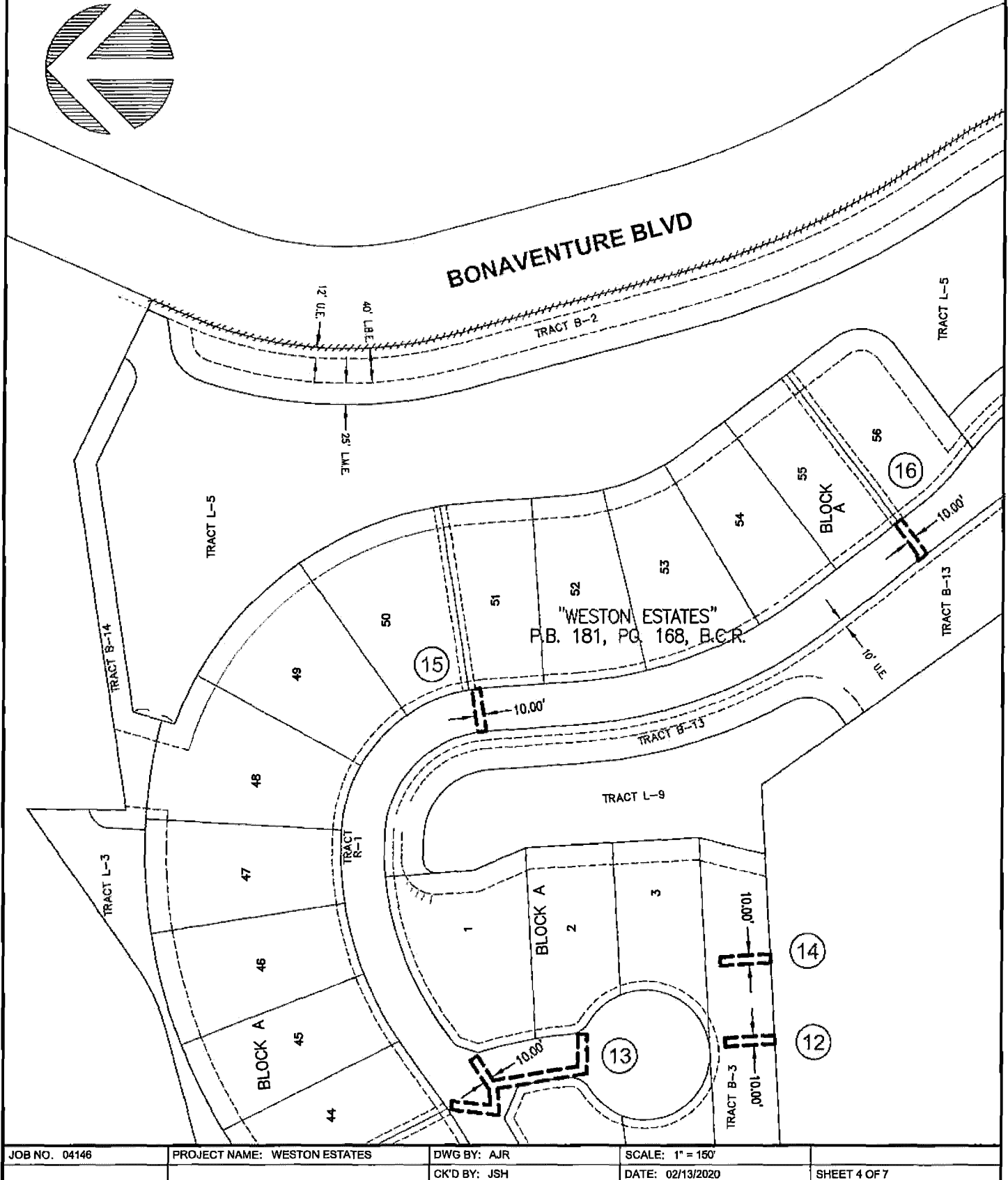
947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182



BONAVENTURE BLVD



JOB NO. 04146

PROJECT NAME: WESTON ESTATES

DWG BY: AJR

SCALE: 1" = 150'

CK'D BY: JSH

DATE: 02/13/2020

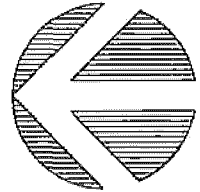
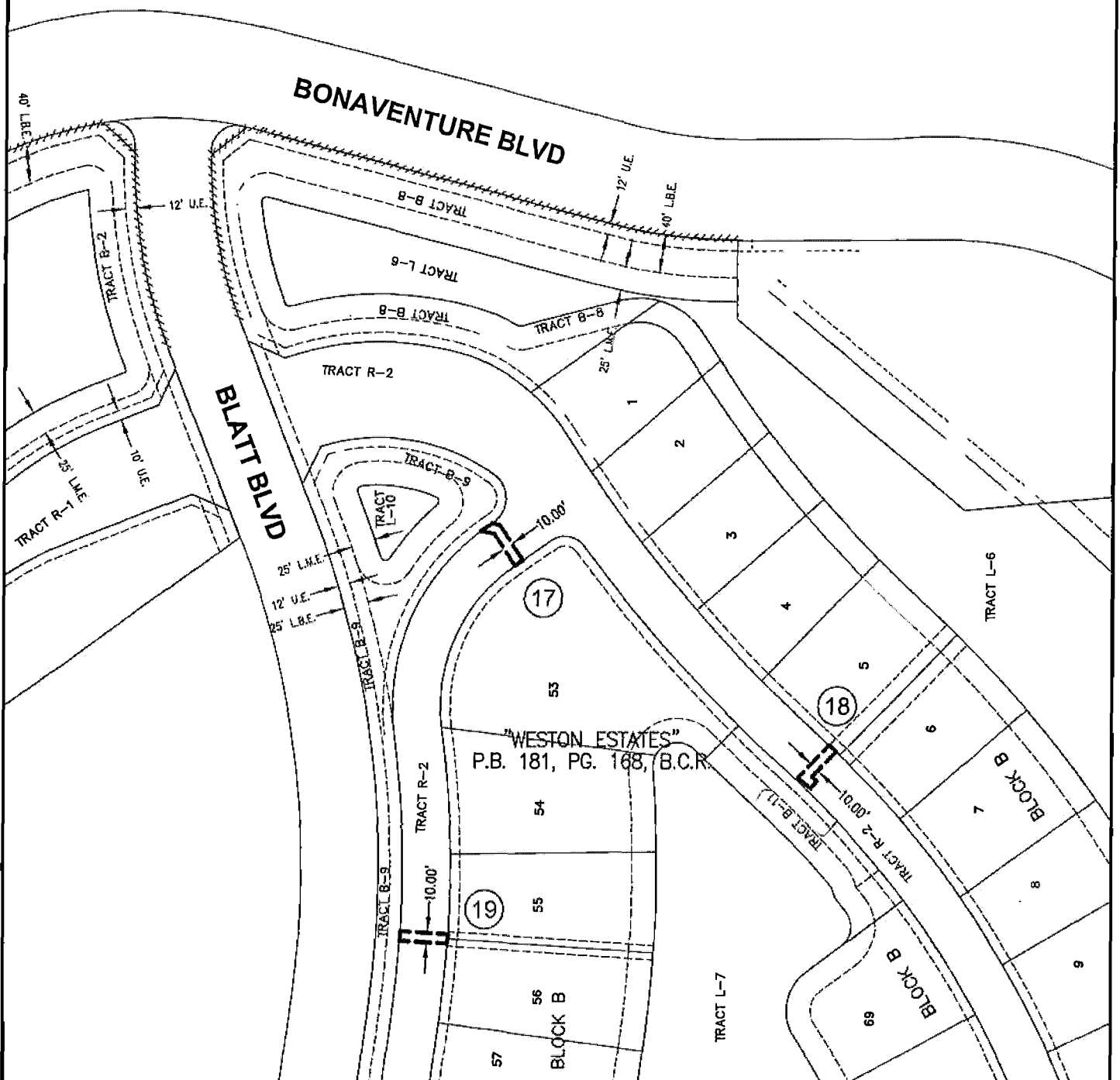
SHEET 4 OF 7

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182



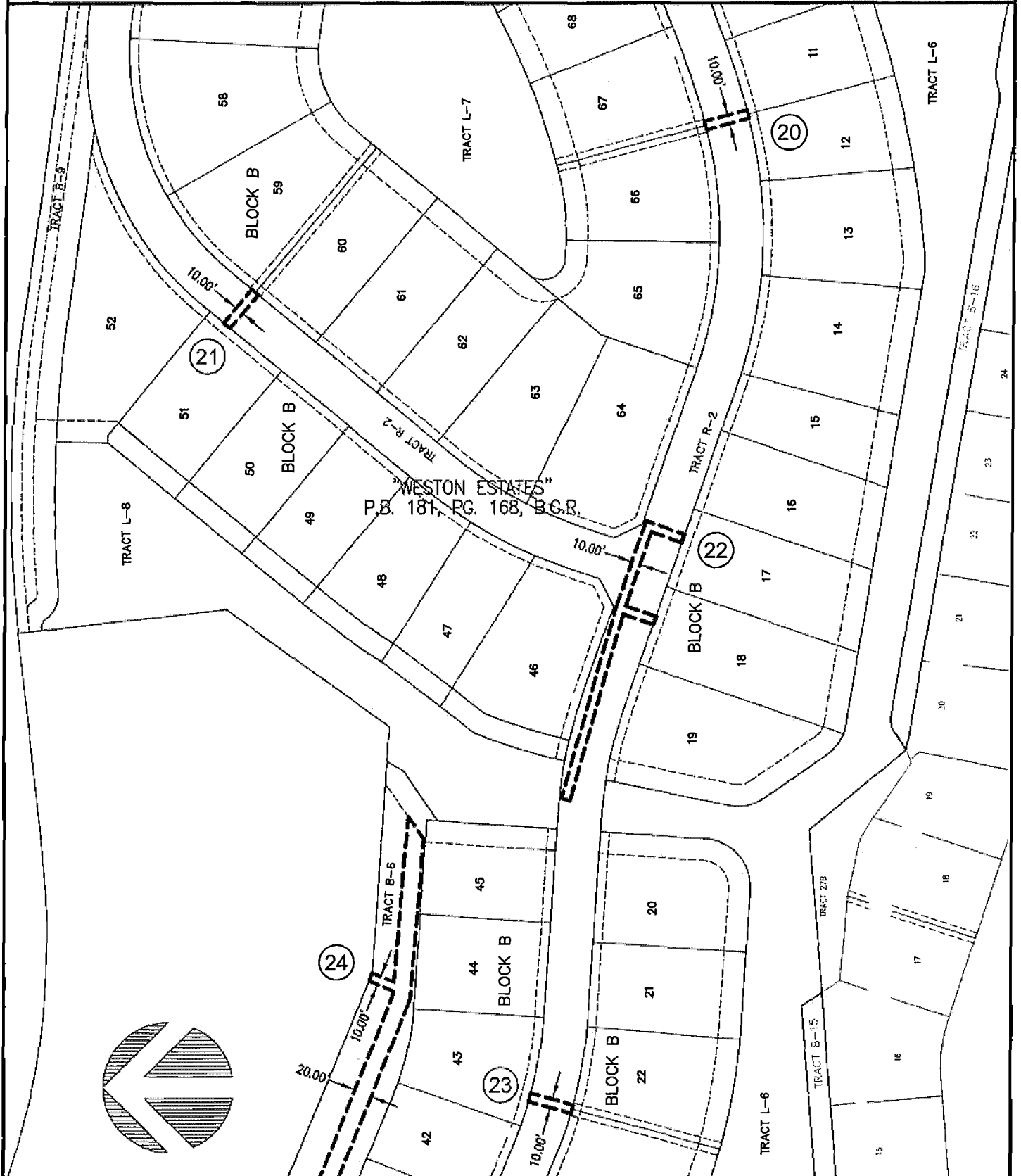
JOB NO. 04146	PROJECT NAME: WESTON ESTATES	DWG BY: AJR	SCALE: 1" = 150'	
		CK'D BY: JSH	DATE: 02/13/2020	SHEET 5 OF 7

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

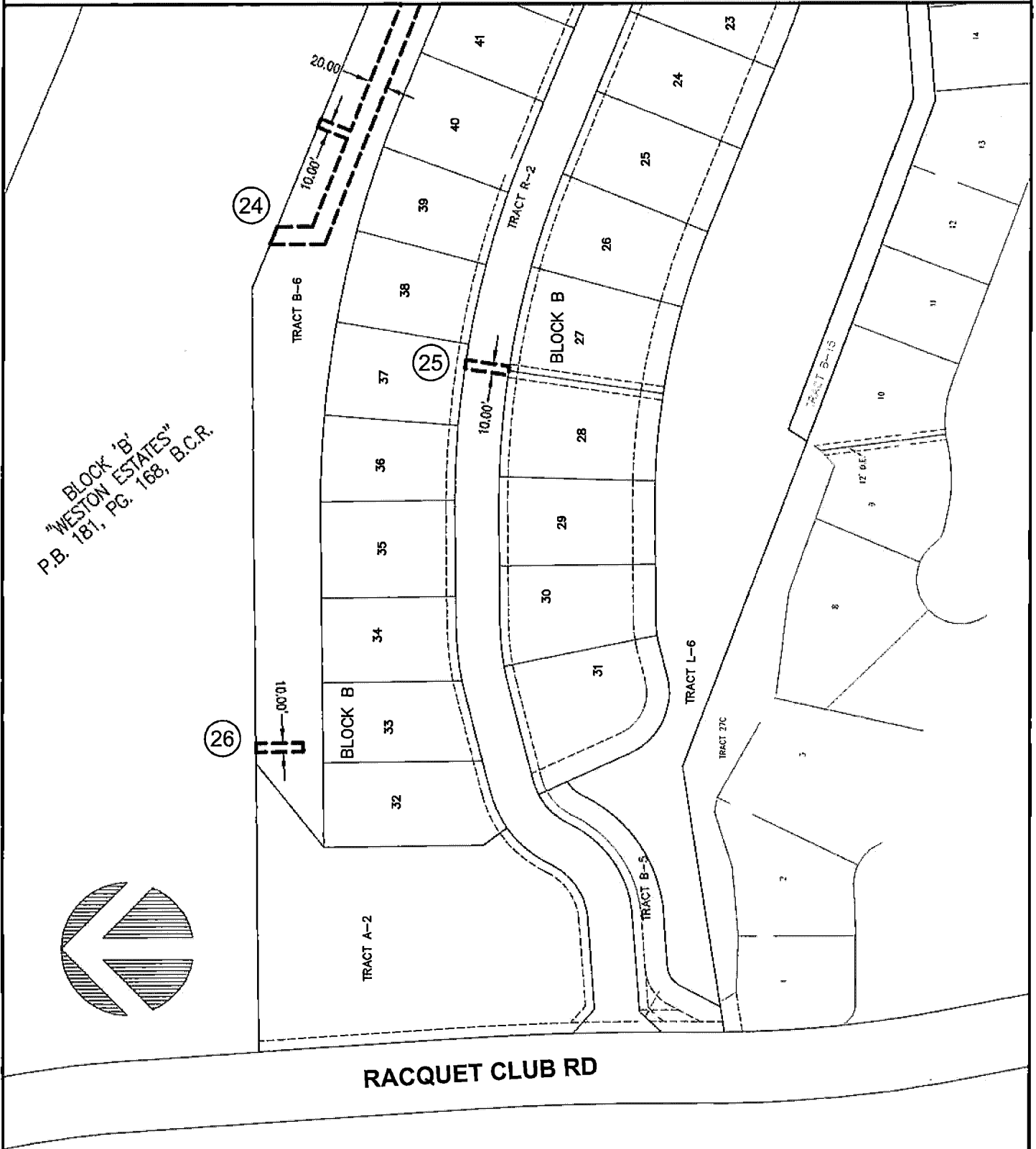


JOB NO. 04146	PROJECT NAME: WESTON ESTATES	DWG BY: AJR	SCALE: 1" = 150'	
		CK'D BY: JSH	DATE: 02/13/2020	SHEET 6 OF 7

947 Clint Moore Road
Boca Raton, Florida 33487

PERIMETER
SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182



RACQUET CLUB RD

JOB NO. 04146

PROJECT NAME: WESTON ESTATES

DWG BY: AJR

SCALE: 1" = 150'

CK'D BY: JSH

DATE: 02/13/2020

SHEET 7 OF 7

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor's Insurance. The Contractor shall secure and pay for the insurance coverages set forth below:

- a. **Certificates of Insurance:** The Contractor shall provide certificates of insurance acceptable to the Association and Terra (as long as Terra is the owner of the Roadway Tracts) evidencing compliance with following requirements. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.
- b. **Commercial General Liability,** written on an occurrence form with policy limits not less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- c. **Umbrella or Excess Liability Insurance** with limits of Five Million Dollars (\$5,000,000.00) over the primary limits in paragraph b) above, on a follow form basis, including completed operations/product liability coverage.
- d. **Automobile Liability** covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
- e. The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required pursuant to this Exhibit, and in no event, shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- f. **Workers' Compensation** with policy limits not less than Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) each employee and Five Hundred Thousand Dollars (\$500,000.00) policy limit.

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2019-131**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE INTERLOCAL AGREEMENT BETWEEN BOTANIKO COMMUNITY DEVELOPMENT DISTRICT (CDD) AND THE BONAVENTURE DEVELOPMENT DISTRICT (BDD), DEFINING MAINTENANCE RESPONSIBILITIES FOR STORMWATER INFRASTRUCTURE LOCATED WITHIN THE CDD.

WHEREAS, First, the Bonaventure Development District (the "BDD") is a dependent special district of the City of Weston for the purpose of exercising all those rights, powers and authority contained in Chapters 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City of Weston serves as the governing board of the BDD; and

WHEREAS, Third, Botaniko Community Development District (the "CDD") was established by the City of Weston on September 23, 2019 by Ordinance No. 2019-11 and is a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Fourth, the CDD has the authority to exercise those special powers relating to public improvements and community facilities, as authorized by Section 190.012(1), Florida Statutes, including, but not limited to ownership and maintenance of stormwater infrastructure; and

WHEREAS, Fifth, the BDD and the CDD desire to define the maintenance responsibilities for the stormwater infrastructure ("Responsibilities") shown on the attached Exhibit "A"; and

WHEREAS, Sixth, the most efficient and effective means of defining those Responsibilities is through the creation and approval of an Interlocal Agreement ("ILA") between the BDD and the CDD; and

WHEREAS, Seventh, the City Commission believes it is in the best interest of the City of Weston to approve the Interlocal Agreement between the BDD and the CDD defining the Responsibilities.

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Bonaventure Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

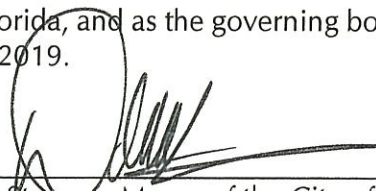
Section 2: The Interlocal Agreement between the BDD and the CDD defining the Responsibilities, is approved in substantially the form attached as Exhibit "B," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE INTERLOCAL AGREEMENT BETWEEN BOTANIKO COMMUNITY DEVELOPMENT DISTRICT (CDD) AND THE BONAVENTURE DEVELOPMENT DISTRICT (BDD), DEFINING MAINTENANCE RESPONSIBILITIES FOR STORMWATER INFRASTRUCTURE LOCATED WITHIN THE CDD.

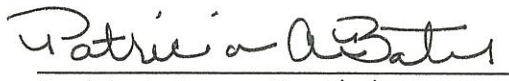
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

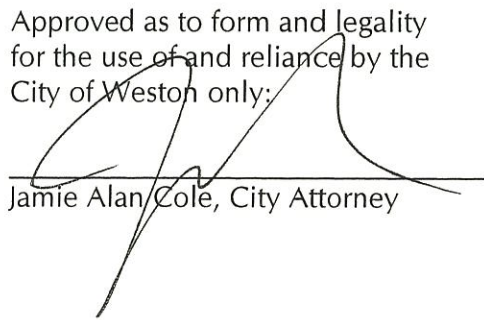
ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Bonaventure Development District, this 21st day of October 2019.


Daniel J. Stermer, Mayor of the City of Weston
Chair of the Bonaventure Development District

ATTEST:


Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:


Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Commissioner Kallman	<u>Yes</u>
Commissioner Brown	<u>Yes</u>
Mayor Stermer	<u>Yes</u>

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT
COPY OF THE ORIGINAL DOCUMENT ON
FILE.

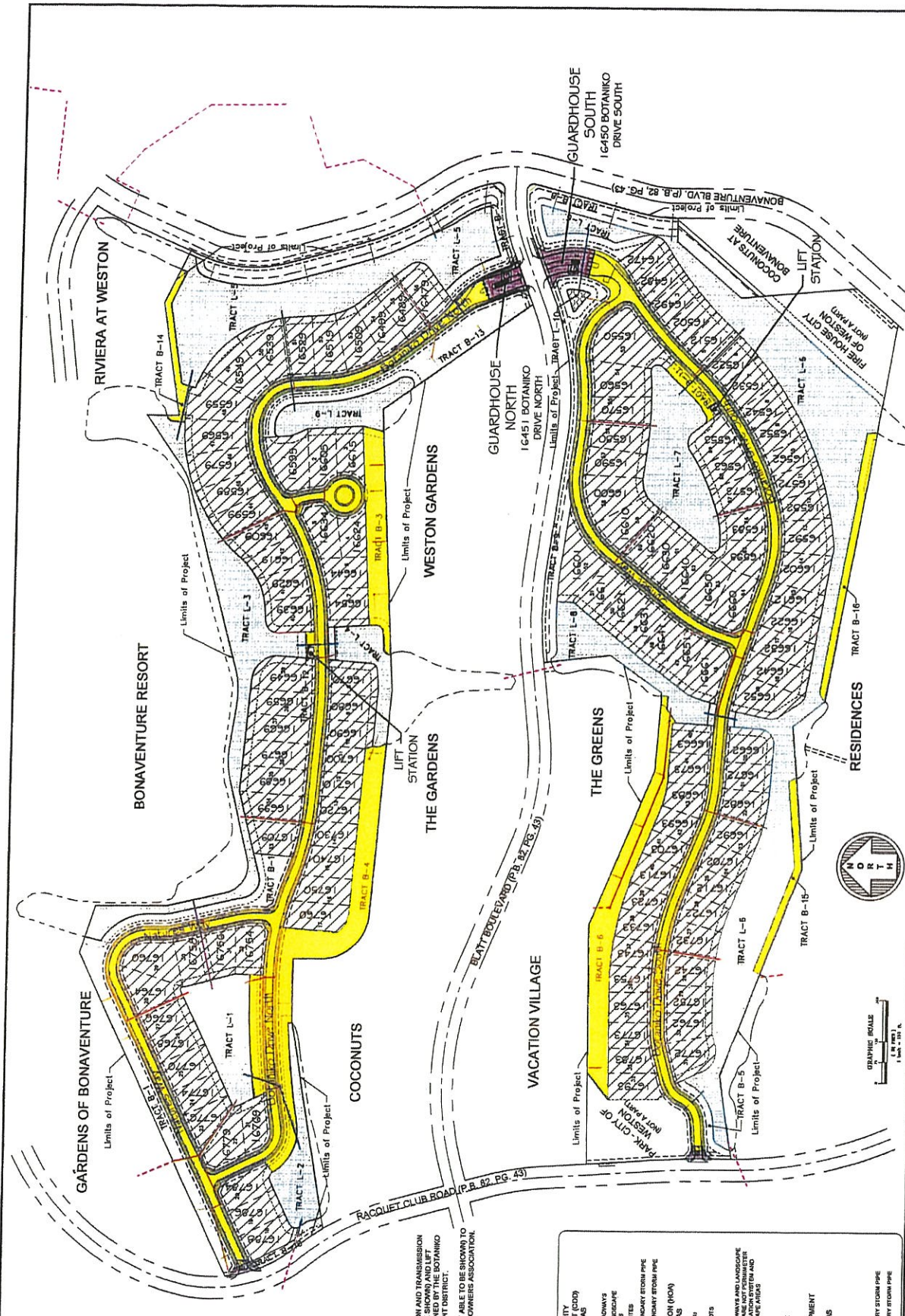
WITNESS MY HAND AND OFFICIAL SEAL OF
THE CITY OF WESTON, IN THE COUNTY OF
BROWARD, FLORIDA, THIS 20th DAY OF
October, 2019.

CITY CLERK

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE INTERLOCAL AGREEMENT BETWEEN BOTANIKO COMMUNITY DEVELOPMENT DISTRICT (CDD) AND THE BONAVENTURE DEVELOPMENT DISTRICT (BDD), DEFINING MAINTENANCE RESPONSIBILITIES FOR STORMWATER INFRASTRUCTURE LOCATED WITHIN THE CDD.

EXHIBIT "A"

MAINTENANCE RESPONSIBILITIES FOR THE STORMWATER INFRASTRUCTURE



NOTES:

1. WASTEWATER COLLECTION AND TRANSMISSION SYSTEM (NOT ABLE TO BE SHOWN) AND LIFT STATION (NOT ABLE TO BE SHOWN) ARE BOTANIKO COMMUNITY DEVELOPMENT DISTRICT.
2. IRRIGATION SYSTEM (NOT ABLE TO BE SHOWN) TO BE MAINTAINED BY HOME OWNERS ASSOCIATION.

LEGEND:

	BOTANIKO COMMUNITY DEVELOPMENT DISTRICT (CDD) MAINTENANCE AREAS
	ENTRANCE ROADWAYS
	PERIMETER LANDSCAPING
	BUFFER TRACTS
	PROJECT BOUNDARY
	PROJECT BOUNDARY FROM PIPE
	EXTERNAL SECONDARY STORM PIPE
	HOME OWNERS ASSOCIATION (HOA) MAINTENANCE AREAS
	RESIDENTIAL LOTS
	INTERNAL ROADWAYS AND LANDSCAPING
	BUFFERS THAT ARE NOT PERIMETER LANDSCAPING
	OTHER LANDSCAPING AREAS
	GUARD HOUSE
	SECURITY GATE
	BONAVENTURE DEVELOPMENT DISTRICT (BDD) MAINTENANCE AREAS
	LAKE TRACTS
	PROJECT PRIMARY STORM PIPE
	EXISTING PRIMARY STORM PIPE

DATE: 11/19/15
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

FORTIN, LEVY, SKILES, INC.
 CONSULTING ENGINEERS AND ARCHITECTS
 1000 N. W. 10th St., Suite 100
 Fort Lauderdale, FL 33304
 PHONE: 954-561-1111 / FAX: 954-561-1112 / WWW.FLSKILES.COM

TRACTS 15 AND 29, OF BONAVENTURE, PLAT BOOK 82, PAGE 43
 City of Weston, Broward County, Florida

BOTANIKO
 MAINTENANCE AREA MAP

1 of 1

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE INTERLOCAL AGREEMENT BETWEEN BOTANIKO COMMUNITY DEVELOPMENT DISTRICT (CDD) AND THE BONAVENTURE DEVELOPMENT DISTRICT (BDD), DEFINING MAINTENANCE RESPONSIBILITIES FOR STORMWATER INFRASTRUCTURE LOCATED WITHIN THE CDD.

EXHIBIT "B"

INTERLOCAL AGREEMENT BETWEEN
BOTANIKO COMMUNITY DEVELOPMENT DISTRICT (CDD) AND
THE BONAVENTURE DEVELOPMENT DISTRICT (BDD),
DEFINING MAINTENANCE RESPONSIBILITIES FOR
STORMWATER INFRASTRUCTURE LOCATED WITHIN THE CDD

THE INTERLOCAL AGREEMENT
BETWEEN
BOTANIKO COMMUNITY DEVELOPMENT DISTRICT (CDD)
AND
THE BONAVENTURE DEVELOPMENT DISTRICT (BDD),
DEFINING MAINTENANCE RESPONSIBILITIES
FOR
STORMWATER INFRASTRUCTURE LOCATED WITHIN THE CDD.

This Interlocal Agreement (the "Agreement") for defining maintenance responsibilities for the stormwater infrastructure located within the Botaniko Community Development District boundaries is made and entered into by and between the Bonaventure Development District (the "BDD") a dependent special district of the City of Weston and the Botaniko Community Development District (the "CDD") a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, (collectively, the "Parties").

RECITALS

WHEREAS, it is the purpose and intent of this Agreement to permit and authorize the BDD and the CDD to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby achieve the results provided hereby pursuant to Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 (the "Cooperation Act"); and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the BDD and the CDD may exercise their respective powers, privileges, and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and

WHEREAS, all of the lands contained within the boundaries of the CDD are located entirely within the boundaries of the BDD; and

WHEREAS, the CDD owns and is responsible for maintenance of certain stormwater infrastructure and services to that certain area within the boundaries of the CDD; and

WHEREAS, the BDD is responsible for maintenance and management of the lakes within its boundaries, including the lakes located within the CDD; and

WHEREAS, the CDD and the BDD desire to enter into this Agreement to provide for the certain maintenance responsibilities for the stormwater infrastructure within the CDD boundaries.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and other good and valuable consideration, the Parties agree as follows:

ARTICLE 1. BDD RESPONSIBILITIES.

The BDD shall be responsible for the ownership, operations and maintenance of the following components of the stormwater infrastructure within the boundaries of the CDD ("herein referred to as the "Primary Drainage System") in accordance with all federal, state and local government laws, regulations and requirements:

(a) the lakes, as set forth on the Weston Estates Plat recorded in Plat Book 181, Page 169 of the Public Records of Broward County, Florida as Tracts L-1 through L-10; and

(b) the drainage pipes and associated drainage facilities which connect the lakes within the CDD to one another, identified as the "Primary Storm System" on the maintenance area map (Exhibit A).

ARTICLE 2. CDD RESPONSIBILITIES.

The CDD shall be responsible for the ownership, operations and maintenance of the following components of the stormwater management system within the boundaries of the CDD ("Secondary Drainage System") in accordance with all federal, state and local government laws, regulations and requirements:

(a) the drainage pipes and associated drainage facilities which connect the remainder of the stormwater drainage system for the CDD to the lakes and/or drainage pipes as described in Article 1(a) within the CDD boundaries, hereinafter referred to as secondary pipe interconnects; and

(b) the catch basins, stormwater manholes, culverts, swales and other associated stormwater control structures and facilities not being under the responsibilities of the BDD.

ARTICLE 3. TERM.

This Agreement shall become effective on the date it is executed by the second of the two parties to execute the Agreement. However, the maintenance obligations of the CDD or the BDD shall not become effective until the drainage facilities for which the entity is responsible have been

conveyed to that entity and accepted by it. This Agreement shall remain in full force and effect in perpetuity from the effective date unless and until terminated by the written agreement of the parties. In the event the CDD ceases to exist or is terminated as prescribed by Florida Statute 190, or otherwise fails to comply with the, maintenance responsibilities set forth in this Agreement, then the CDD Responsibilities described in Article 2 above shall be the responsibility of the Botaniko Weston Community Association, Inc. ("HOA").

ARTICLE 4. DEFAULT.

(a) In the event the CDD fails in the reasonable discretion of the BDD to properly maintain any components of Secondary Drainage System, so that they become a hazard to the health, welfare, or safety of the residents of the CDD or the general public, the BDD shall give the CDD written notice of such failure and CDD shall, within thirty (30) days from receipt of such notice, make all necessary repairs to restore the Secondary Drainage System to a safe condition, reasonably satisfactory to the BDD, at no cost or expense to the BDD.

(b) In the event the CDD fails to restore or repair the any components of the Secondary Drainage System to a safe condition reasonably satisfactory to the BDD, the BDD may undertake the any action necessary to restore or repair the same, and the CDD shall be responsible for reimbursement of costs incurred.

ARTICLE 5. GOVERNMENTAL IMMUNITY.

The BDD and the CDD are political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6. INDEMNIFICATION.

To the extent permitted by law, the CDD shall indemnify, defend and hold harmless the BDD and the City of Weston, their representatives, employees and elected officials, from and against all claims, causes, demands, legal fees, costs of action, losses, damages, or other expenses occasioned by any act, conduct error or omission by the CDD or its agents or employees in the performance of this Agreement, or occasioned wholly or in part by any act, conduct error or omission by the CDD or its agents employees or representatives in the performance of this Agreement.

ARTICLE 7. MISCELLANEOUS.

7.1 THIRD PARTY BENEFICIARIES. Neither the BDD nor the CDD intends to directly or substantially benefit a third party by this Agreement except for the indemnification of the City of Weston in Article 6. Therefore, the Parties agree that except for that indemnification of the City of

Weston, there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.2 NOTICES. All notices to being given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested, by commercial express carrier with acknowledgement of delivery, or by hand delivery, addressed to the party to be notified at the last place specified with a simultaneous copy sent via electronic mail. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

CDD: Botaniko Community Development District
District Manager
5385 N. Nob Hill Road
Sunrise, Florida 33351
Email: rhans@gmssf.com

With Copy to: District Counsel
Billing, Cochran, Lyles, Mauro & Ramsey, PA
515 E. Las Olas Blvd.; 6th floor
Fort Lauderdale, Florida 33301
Email: gwald@bclmr.com

BDD: City Manager
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326
Email: ddecker@westonfl.org

7.3 ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. This provision shall not be interpreted to prevent the CDD or BDD from contracting with a third party to provide the services described in this Agreement.

7.4 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either the BDD's or the CDD's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.5 COMPLIANCE WITH LAWS. The BDD and the CDD shall each comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.6 SEVERABILITY. If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of the Agreement shall remain in full force and effect.

7.7 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either Party.

7.8 LAW, JURISDICTION. VENUE. WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE BDD AND THE CDD HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

7.9 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CDD and the BDD.

7.10 PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

7.11 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

7.12 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto, hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on

behalf of such party and does so with full legal authority.

7.13 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

THE INTERLOCAL AGREEMENT BETWEEN BOTANIKO COMMUNITY DEVELOPMENT DISTRICT (CDD) AND THE BONAVENTURE DEVELOPMENT DISTRICT (BDD), DEFINING MAINTENANCE RESPONSIBILITIES FOR STORMWATER INFRASTRUCTURE LOCATED WITHIN THE CDD.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BDD through the City Commission, signing by and through its Chair, authorized to execute same by Commission action on 21st day of October, 2019.

BONAVENTURE DEVELOPMENT DISTRICT

By:


Daniel J. Stermer, Chair

ATTEST:

21st day of October, 2019



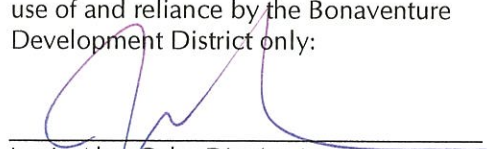
Patricia A. Bates, MMC, District Clerk

By:


Donald P. Decker, District
Manager/CEO

22nd day of October, 2019

Approved as to form and legality for the
use of and reliance by the Bonaventure
Development District only:

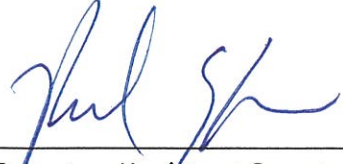

Jamie Alan Cole, District Attorney

21st day of October, 2019

(DISTRICT SEAL)

THE INTERLOCAL AGREEMENT BETWEEN BOTANIKO COMMUNITY DEVELOPMENT DISTRICT (CDD) AND THE BONAVENTURE DEVELOPMENT DISTRICT (BDD), DEFINING MAINTENANCE RESPONSIBILITIES FOR STORMWATER INFRASTRUCTURE LOCATED WITHIN THE CDD.

ATTEST:



Secretary/Assistant Secretary

**BOTANIKO COMMUNITY
DEVELOPMENT DISTRICT**

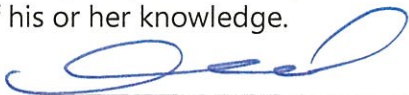
By: 

Chairman/Vice Chairman

30th day of September, 2019

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledges before me this 30th day of September, 2019, by Adam Adler, as Chairman/Vice Chairman of the Board of Supervisors for **BOTANIKO COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.



Notary Public

My commission expires:

STATE OF FLORIDA }
COUNTY OF BROWARD }



The foregoing instrument was acknowledges before me this 30th day of September, 2019, by Rich Harris, as Secretary/Assistant Secretary of **BOTANIKO COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

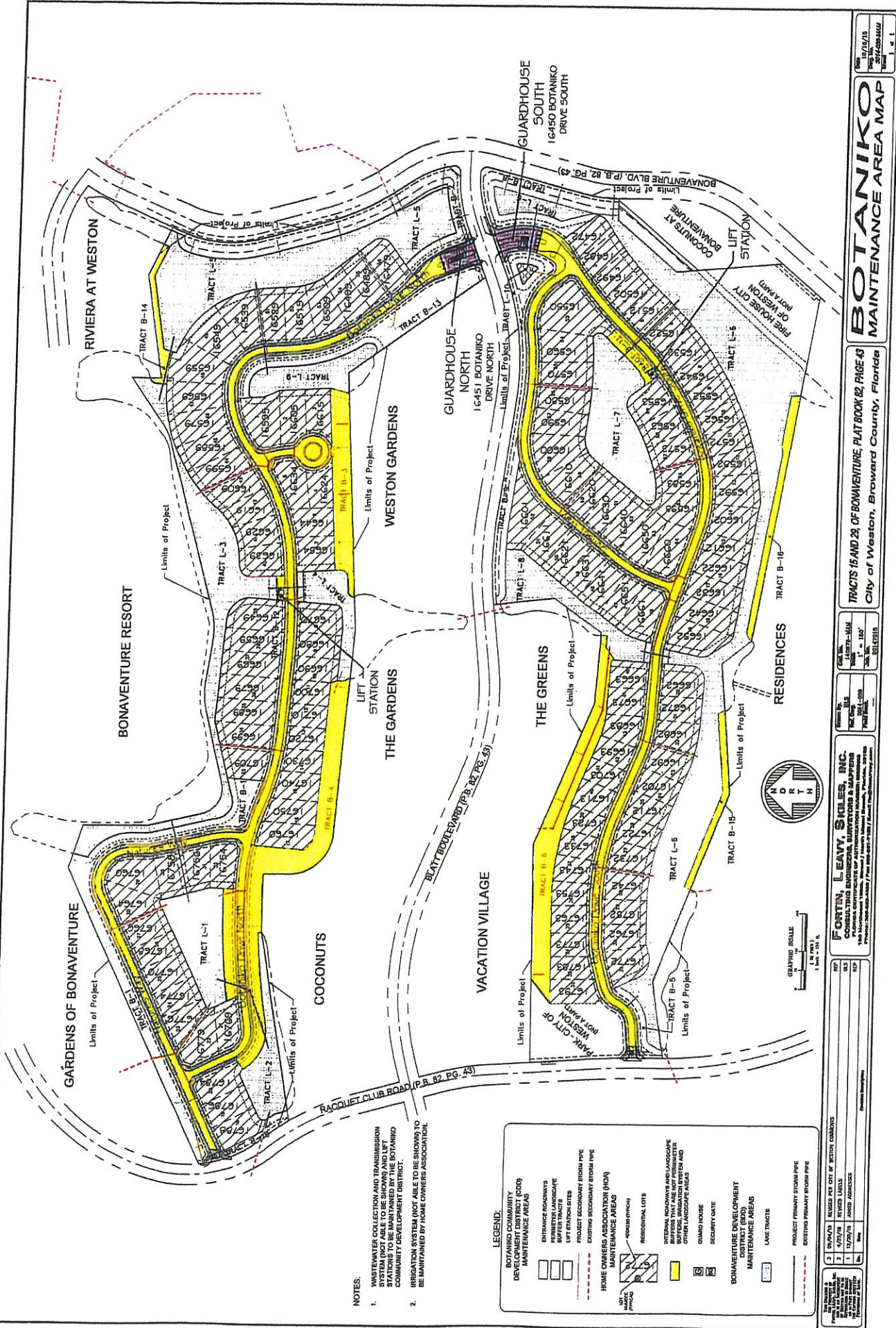


Notary Public

My commission expires:



EXHIBIT A



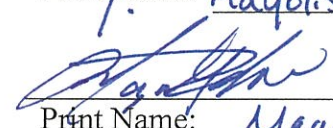
CONSENT TO INTERLOCAL AGREEMENT

Botaniko Weston Community Association, Inc., a Florida not for profit corporation (the "HOA") does hereby consent to Article 3 of the *Interlocal Agreement to Provide Maintenance of Stormwater Infrastructure between Bonaventure Development District and Botaniko Community Development District*, to which this Consent is attached. If the HOA takes over maintenance of the Secondary Drainage System pursuant to Article 3, the HOA shall be subject to the same regulations as the other homeowners associations with respect to maintenance of that drainage infrastructure.

WITNESSES:

BOTANIKO WESTON COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation


Print Name: Mayolis Romero


Print Name: Magaly Zafra

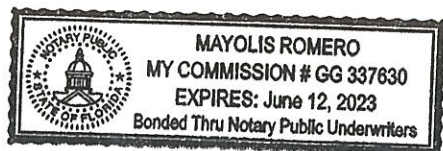
By: 
Name: Adam Adler
Title: President

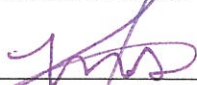
{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 4th day of October, 2019 by Adam Adler, as President of BOTANIKO WESTON COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, who ☒ is personally known to me or ☐ has produced personally known as identification.

My commission expires:




NOTARY PUBLIC

State of Florida at Large

Print Name Mayolis Romero



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

May 22, 2026

Michael Piazza
Botaniko Weston Community Association, Inc.
2665 S. Bayshore Dr., Suite 1020
Miami, FL 33133

Delivered via email

Richard P. Hans
Botaniko Community Development District
5385 N. Nob Hill Road
Sunrise, FL 33351

Delivered via email

See Distribution List for Additional Recipients

**Subject: Weston Estates
Construction Completion Certification (CCC) Acceptance
Environmental Resource Permit (ERP) No. 06-00067-S-07
Broward County**

Dear Messrs. Hans, Piazza and Gilg:

The South Florida Water Management District (District) is in receipt of your August 29, 2025 CCC for the above referenced ERP. As communicated by District staff to Michael A Vazquez, PE., of Fortin Leavy Skiles. Inc., on May 21, 2026, via e-mail, your CCC is accepted and the above referenced ERP is hereby converted from the construction phase to the operation and maintenance phase.

This acceptance is based on the District's review of the "As-built Certification and Request for Conversion to Operation Phase", Form 62-330.310(1), and a determination that construction is in substantial conformance with the plans and specifications approved by the District, in accordance with Section 62-330.310, Florida Administrative Code (FAC).

By accepting the Florida registered professional's certification, District staff considers the stormwater management (SWM) system authorized under the above referenced permit/application number(s) to be in compliance with ERP conditions pertaining to the CCC.

As stated in the ERP's Special Condition No. 2, the permittee shall submit via RegPermitting, a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.

If you have any questions or require additional assistance, please contact me at 561-682- 6595 or via email at gjamaica@sfwmd.gov.

Sincerely,

Gyna Jamaica.

Gyna Jamaica
Engineering Specialist 4

eEnclosures: Location Map ([150508-1_Location Map_20240923.pdf](#))
Notice of Rights ([Notice of Rights](#))

c: Michael A Vazquez, Fortin Leavy Skiles Inc (E-Mail)
Karl Thompson, Bonaventure Development District (E-Mail)
Patricia A. Bates, MMC, City Clerk, Bonaventure Development District (E-Mail)
Reddy Chitepu, City Of Weston Public Works (E-Mail)
Melissa Fortune, KW Property Management and Consulting (E-Mail)
Kira Cabrera, Terra Weston Residential, LLC (E-Mail)
Benjamin Solomon, Association Law Group, P.L. (E-Mail)

This document is filed in the RegPermitting system under Permit Number 06-00067-S-07 via the Application/Permit Section on the Search Records home page

Distribution List

Jason Gilg
Terra Weston Residential, LLC
3310 Mary Street, Suite 302
Coconut Grove , FL 33133

Delivered via email

Request to Transfer Environmental Resource and/or State 404 Program Permit

Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid ERP permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or email, or through use of this form, and must be sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2013). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No(s): 06-00067-S-07 Application No(s): 150508-1 Acres to be Transferred: 121.15 (Permit Area)

Permitted Project: Weston Estates Proposed Project Name (if different):

Phase of Project (if applicable): N/A

I hereby notify the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3(d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit(s) be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permittee: Botaniko Community Development District

Mailing Address: 5385 N. Nob Hill Road

City: Sunrise

State: FL

Zip: 33351

Telephone: 954-721-8681

E-mail: agill@gmssf.com

Signature of Proposed Permittee

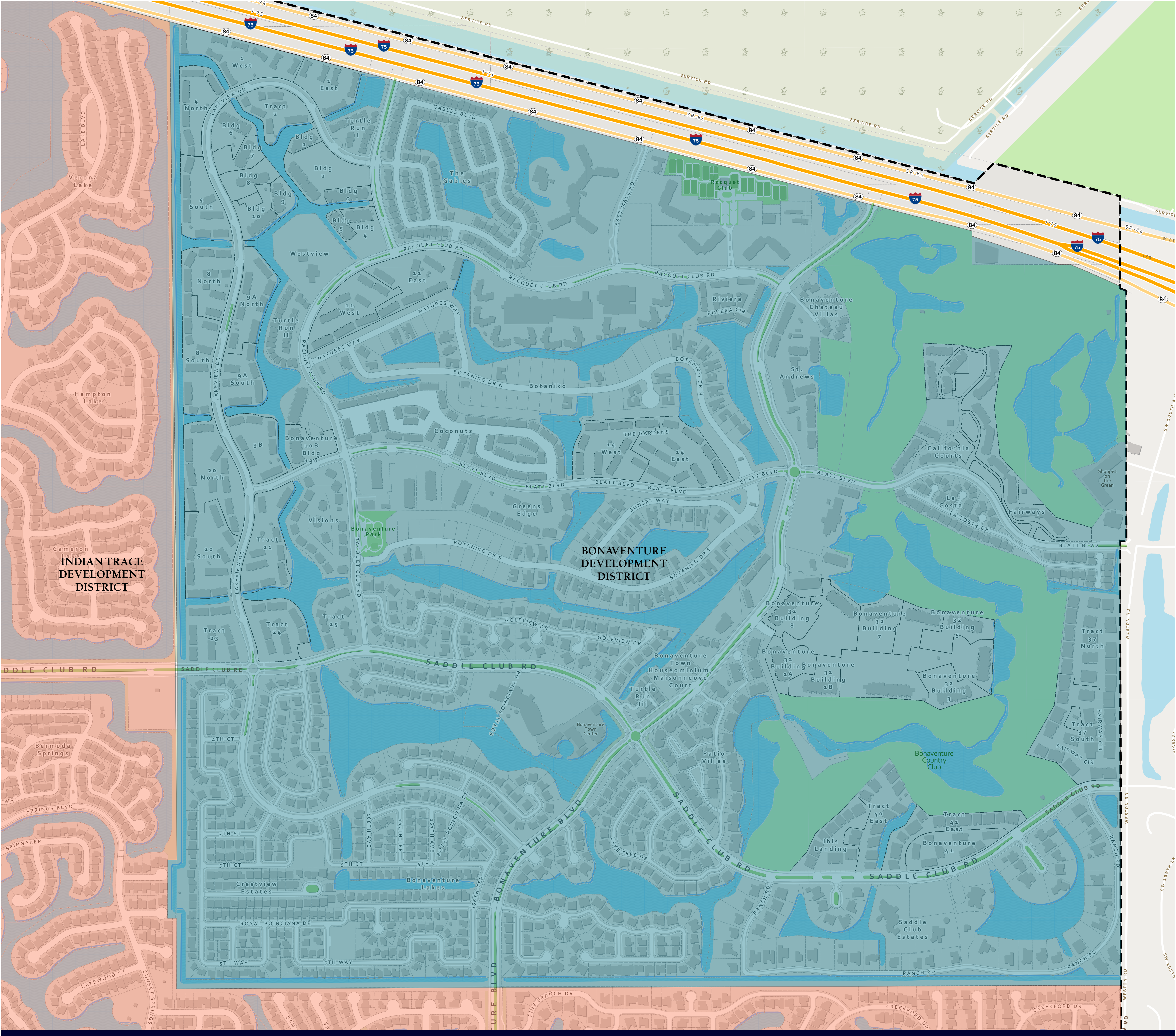
Date:

Name and Title

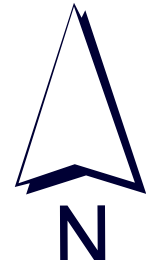
Enclosures:

- ☒ Copy of title, easement, or other demonstration of ownership or control in the land, as recorded in the Public Records
- ☒ Copy of current plat(s) (if any), as recorded in the Public Records
- ☐ Copy of current recorded restrictive covenants and articles of incorporation (if any)
- ☐ Other



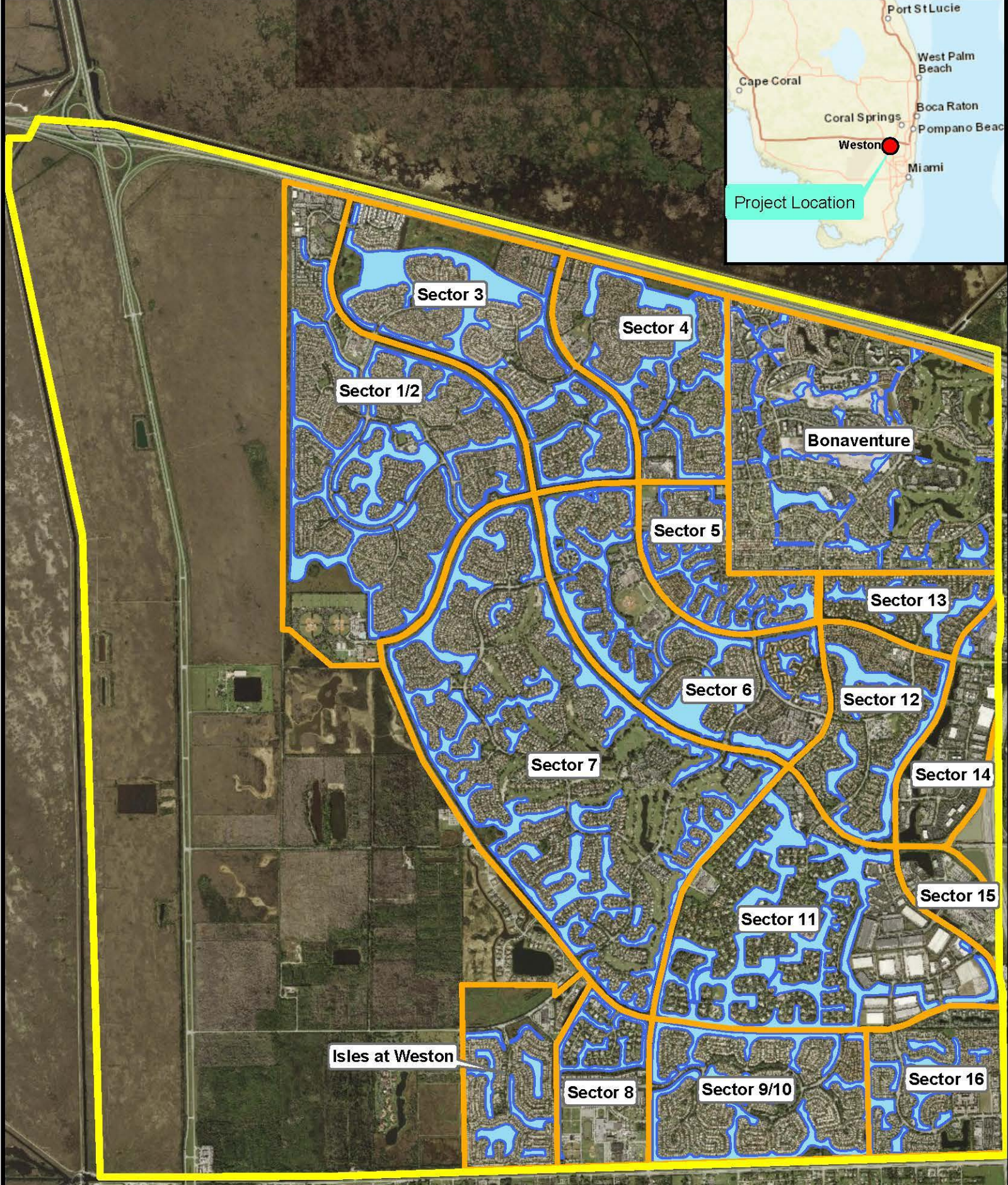


BONAVENTURE DEVELOPMENT DISTRICT



 MUNICIPAL BOUNDARY (16,542 ac)  BONAVENTURE DEVELOPMENT DISTRICT (1,238 ac)  INDIAN TRACE DEVELOPMENT DISTRICT (13,126 ac)

Printed from the City of Weston's Online GIS maps. Please be aware that this information is not intended to be used for measurements or calculations, simply as a reference. For more information, contact the City of Weston GIS Division at 954-385-2600



Project Name: City of Weston
County Name: Broward County
Map Name: City Waterways - Approx. 1811 Ac.

0 0.25 0.5 1 1.5 2 Miles

N

Figure 2.1

Legend

- Weston City Boundary
- Sector Limits
- Weston City Waterways

Botaniko
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026
Check Register

7/1/26 - 8/31/26

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
7/1 - 7/31	270 - 272	\$26,561.94
8/1 - 8/31	273 - 277	108,214.61
TOTAL		\$134,776.55

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT	#....
7/10/26	00003	6/30/26 199593 JUN 26 -	202606 310-51300-31500 GENERAL COUNSEL		BILLING COCHRAN, P.A.	*	500.00	500.00	000270
7/10/26	00001	7/01/26 87 JUL 26 -	202607 310-51300-34000 MGMT FEES			*	2,101.75		
		7/01/26 87 JUL 26 -	202607 310-51300-31300 DISSEMINATION			*	220.83		
		7/01/26 87 JUL 26 -	202607 310-51300-49500 WEBSITE ADMIN			*	153.08		
		7/01/26 87 JUL 26 -	202607 310-51300-42000 POSTAGE			*	4.39		
		7/01/26 87 JUL 26 -	202607 310-51300-51000 OFFICE SUPPLIES		GMS-SF, LLC	*	.15	2,480.20	000271
7/16/26	00013	7/15/26 07152026 TRANSFER OF TAX RECEIPTS	202607 300-20700-10100		BOTANIKO CDD	*	23,581.74	23,581.74	000272
8/10/26	00015	8/10/26 08102026 TXSFR FUNDS TO OPEN SBA	202608 300-15100-10000		BOTANIKO CDD	*	100,000.00	100,000.00	000273
8/20/26	00007	7/29/26 9360 2026 YEARLY ENG REPORT	202607 310-51300-31100			*	2,800.00		
		8/10/26 9413 ENGINEER SV 5/1-7/31/26	202607 310-51300-31100		ALVAREZ ENGINEERS, INC.	*	795.00	3,595.00	000274
8/20/26	00001	8/01/26 88 AUG 26 -	202608 310-51300-34000 MGMT FEES			*	2,101.75		
		8/01/26 88 AUG 26 -	202608 310-51300-31300 DISSEMINATION			*	220.83		
		8/01/26 88 AUG 26 -	202608 310-51300-49500 WEBSITE ADMIN			*	153.08		
		8/01/26 88 AUG 26 -	202608 310-51300-42000 POSTAGE			*	.74		
		8/01/26 88 AUG 26 -	202608 310-51300-42500 COPIES		GMS-SF, LLC	*	.90	2,477.30	000275
8/27/26	00003	7/31/26 199593 JUL 26 -	202607 310-51300-31500 GENERAL COUNSEL		BILLING COCHRAN, P.A.	*	2,100.00	2,100.00	000276
					BOTA BOTANIKO				
					SRINKUS				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
8/27/26	00014	8/18/26 9-425-93 202608 310-51300-42000	SERVICES THRU 8/12/26		*	42.31	
-----							42.31 000277
TOTAL FOR BANK A						134,776.55	
TOTAL FOR REGISTER						134,776.55	

BOTA BOTANIKO SRINKUS

Botaniko
Community Development District

Unaudited Financial Reporting
August 31, 2026



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund</u>
3	<u>Debt Service Fund Series 2020</u>
4	<u>Capital Projects Fund Series 2020</u>
5	<u>Month to Month</u>
6	<u>Long Term Debt Report</u>
7	<u>Assessment Receipt Schedule</u>

Botaniko
Community Development District
Combined Balance Sheet
August 31, 2026

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 23,425	\$ -	\$ -	\$ 23,425
<u>Investments:</u>				
State Board of Administration (SBA)	100,116	-	-	100,116
<u>Series 2020</u>				
Reserve	-	214,669	-	214,669
Revenue	-	311,386	-	311,386
Acq & Construction	-	-	1,676	1,676
Due from General	-	-	-	-
Total Assets	\$ 123,541	\$ 526,055	\$ 1,676	\$ 651,272
Liabilities:				
Accounts Payable	\$ 990	\$ -	\$ -	\$ 990
Due to Debt Service	-	-	-	-
Total Liabilites	\$ 990	\$ -	\$ -	\$ 990
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ -	\$ -	\$ -	\$ -
Restricted for:				
Debt Service - Series	-	526,055	-	526,055
Capital Project - Series			1,676	1,676
Unassigned	\$122,551	-	-	122,551
Total Fund Balances	\$ 122,551	\$ 526,055	\$ 1,676	\$ 650,282
Total Liabilities & Fund Balance	\$ 123,541	\$ 526,055	\$ 1,676	\$ 651,272

Botaniko
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2026

	Adopted Budget	Prorated Budget Thru 08/31/26	Actual Thru 08/31/26	Variance
Revenues:				
Special Assessments - On Roll	\$ 75,000	\$ 75,000	\$ 78,037	\$ 3,037
Interest Income	-	-	116	116
Misc Income	-	-	533	533
Total Revenues	\$ 75,000	\$ 75,000	\$ 78,686	\$ 3,686
Expenditures:				
<u>General & Administrative:</u>				
Engineering	\$ 5,000	\$ 4,583	\$ 12,879	\$ (8,296)
Attorney	14,000	12,833	17,630	(4,797)
Annual Audit	4,700	4,700	4,700	-
Assessment Roll	400	400	400	-
Arbitrage Rebate	550	550	550	-
Dissemination Agent	2,650	2,429	2,429	-
Trustee Fees	4,434	4,445	4,445	-
Management Fees	25,221	23,119	23,119	-
Property Appraiser	400	400	400	-
Website Maintenance	1,837	1,684	1,684	-
Telephone	150	138	-	138
Postage & Delivery	400	367	123	244
Insurance General Liability	6,619	6,619	6,378	241
Printing & Binding	700	642	35	606
Legal Advertising	2,500	2,292	803	1,489
Other Current Charges	1,500	1,375	1,301	74
Property Taxes	1,050	1,050	1,110	(60)
Office Supplies	149	137	1	136
Dues, Licenses & Subscriptions	175	175	175	-
Contingency	2,565	2,351	-	2,351
Total Expenditures	\$ 75,000	\$ 70,288	\$ 78,161	\$ (7,874)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ 4,712	\$ 525	\$ (4,188)
Net Change in Fund Balance	\$ -	\$ 4,712	\$ 525	\$ (4,188)
Fund Balance - Beginning	\$ -		\$ 122,026	
Fund Balance - Ending	\$ -		\$ 122,551	

Botaniko

Community Development District

Debt Service Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

	Adopted Budget	Prorated Budget Thru 08/31/26	Actual Thru 08/31/26	Variance
Revenues:				
Special Assessments - On Roll	\$ 429,337	\$ 429,337	\$ 442,253	\$ 12,915
Interest Income	5,000	5,000	15,512	10,512
Total Revenues	\$ 434,337	\$ 434,337	\$ 457,764	\$ 23,427
Expenditures:				
Interest Expense - 11/01	\$ 128,447	\$ 128,447	\$ 128,447	\$ -
Interest Expense - 05/01	128,447	175,000	175,000	-
Principal Expense - 05/01	175,000	128,447	128,447	-
Total Expenditures	\$ 431,894	\$ 431,894	\$ 431,894	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 2,443	\$ 2,444	\$ 25,871	\$ 23,427
Net Change in Fund Balance	\$ 2,443	\$ 2,444	\$ 25,871	\$ 23,427
Fund Balance - Beginning	\$ 199,039		\$ 500,184	
Fund Balance - Ending	\$ 201,482		\$ 526,055	

Botaniko
Community Development District
Capital Projects Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2026

	Adopted Budget	Prorated Budget Thru 08/31/26	Actual Thru 08/31/26	Variance
<u>Revenues</u>				
Interest Income	\$ -	\$ -	\$ 49	\$ 49
Total Revenues	\$ -	\$ -	\$ 49	\$ 49
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 49	\$ 49
Net Change in Fund Balance	\$ -		\$ 49	\$ 49
Fund Balance - Beginning			\$ 1,627	
Fund Balance - Ending	\$ -		\$ 1,676	

Botaniko
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - On Roll	\$ 177	\$ 10,389	\$ 40,809	\$ 5,716	\$ 2,019	\$ 626	\$ 14,166	\$ -	\$ 1,302	\$ 2,834	\$ -	\$ -	\$ 78,037
Interest Income	-	-	-	-	-	-	-	-	-	-	116	-	116
Misc. Income	533	-	-	-	-	-	-	-	-	-	-	-	533
Total Revenues	\$ 710	\$ 10,389	\$ 40,809	\$ 5,716	\$ 2,019	\$ 626	\$ 14,166	\$ -	\$ 1,302	\$ 2,834	\$ 116	\$ -	\$ 78,686
Expenditures:													
General & Administrative:													
Engineering	\$ -	\$ -	\$ 1,103	\$ 4,457	\$ 2,800	\$ 515	\$ 410	\$ -	\$ -	\$ 3,595	\$ -	\$ -	\$ 12,879
Attorney	780	1,170	690	4,650	2,400	1,890	1,260	1,200	500	2,100	990	-	17,630
Annual Audit	-	-	-	4,700	-	-	-	-	-	-	-	-	4,700
Assessment Roll	400	-	-	-	-	-	-	-	-	-	-	-	400
Arbitrage Rebate	-	-	-	-	-	550	-	-	-	-	-	-	550
Dissemination Agent	221	221	221	221	221	221	221	221	221	221	221	-	2,429
Trustee Fees	-	-	-	-	-	4,445	-	-	-	-	-	-	4,445
Management Fees	2,102	2,102	2,102	2,102	2,102	2,102	2,102	2,102	2,102	2,102	2,102	-	23,119
Property Appraiser	-	-	400	-	-	-	-	-	-	-	-	-	400
Website Maintenance	153	153	153	153	153	153	153	153	153	153	153	-	1,684
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	2	1	1	2	2	5	54	2	5	4	43	-	123
Insurance General Liability	6,378	-	-	-	-	-	-	-	-	-	-	-	6,378
Printing & Binding	-	-	13	-	10	-	12	-	-	-	1	-	35
Legal Advertising	-	-	-	89	401	-	-	-	313	-	-	-	803
Other Current Charges	114	94	154	132	142	120	(105)	195	142	169	144	-	1,301
Property Taxes	-	1,110	-	-	-	-	-	-	-	-	-	-	1,110
Office Supplies	-	-	-	-	-	0	-	-	0	0	-	-	1
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	\$ 10,325	\$ 4,850	\$ 4,836	\$ 16,505	\$ 8,231	\$ 10,000	\$ 4,106	\$ 3,873	\$ 3,437	\$ 8,344	\$ 3,653	\$ -	\$ 78,161
Excess (Deficiency) of Revenues over Expenditures	\$ (9,615)	\$ 5,539	\$ 35,972	\$ (10,789)	\$ (6,212)	\$ (9,375)	\$ 10,060	\$ (3,873)	\$ (2,135)	\$ (5,511)	\$ (3,537)	\$ -	\$ 525
Net Change in Fund Balance	\$ (9,615)	\$ 5,539	\$ 35,972	\$ (10,789)	\$ (6,212)	\$ (9,375)	\$ 10,060	\$ (3,873)	\$ (2,135)	\$ (5,511)	\$ (3,537)	\$ -	\$ 525

Botaniko

Community Development District

Long Term Debt Report

Special Assessment Bonds, Series 2020		
Original Issue Amount:		\$7,640,000.00
Term 1:	\$800,000.00	
Interest Rate:	2.88%	
Maturity Date:	May 1, 2025	
Term 2:	\$1,130,000.00	
Interest Rate:	3.25%	
Maturity Date:	May 1, 2031	
Term 3:	\$2,195,000.00	
Interest Rate:	3.63%	
Maturity Date:	May 1, 2040	
Term 4:	\$3,515,000.00	
Interest Rate:	4.00%	
Maturity Date:	May 1, 2050	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$214,669	
Reserve Fund Balance	214,669	
Bonds Outstanding - 2/14/2020		\$7,640,000
Less: Principal Payment - 5/1/21		(\$150,000)
Less: Principal Payment - 5/1/22		(\$155,000)
Less: Principal Payment - 5/1/23		(\$160,000)
Less: Principal Payment - 5/1/24		(\$165,000)
Less: Principal Payment - 5/1/25		(\$170,000)
Less: Principal Payment - 5/1/26		(\$175,000)
Current Bonds Outstanding		\$6,665,000

Botaniko
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - Broward County
Fiscal Year 2026

Summary

Gross Assessments	\$ 79,787.50	\$ 456,741.66	\$ 536,529.16
Net Assessments	\$ 75,000.25	\$ 429,337.16	\$ 504,337.41

ON ROLL ASSESSMENTS

allocation in %	14.87%	85.13%	100.00%
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Date	Gross Amount	Discount/ (Penalty)	Commission	Interest	Net Receipts	O&M Portion	2020 Debt Service	Total
10/24/25	-	-	-	177.15	177.15	177.15	-	177.15
11/21/25	40,715.69	1,564.57	391.51	-	38,759.61	10,389.07	28,370.54	38,759.61
12/05/25	94,345.86	3,773.78	905.71	-	89,666.37	12,739.47	76,926.90	89,666.37
12/19/25	162,500.98	6,434.09	1,560.68	-	154,506.21	28,069.07	126,437.14	154,506.21
01/02/26	24,552.47	704.64	238.48	-	23,609.35	4,143.15	19,466.20	23,609.35
01/16/26	14,555.89	436.68	141.19	-	13,978.02	1,389.78	12,588.24	13,978.02
01/23/26	-	-	-	182.84	182.84	182.84	-	182.84
02/13/26	20,900.62	385.19	205.15	-	20,310.28	2,019.37	18,290.91	20,310.28
03/13/26	6,419.84	64.20	63.56	-	6,292.08	625.60	5,666.48	6,292.08
04/10/26	134,018.77	64.20	1,339.55	-	132,615.02	13,481.31	119,133.71	132,615.02
04/24/26	-	-	-	684.50	684.50	684.50	-	684.50
06/12/26	12,839.68	(385.18)	132.24	-	13,092.62	1,301.75	11,790.87	13,092.62
07/14/26	25,679.36	(770.38)	264.50	-	26,185.24	2,603.50	23,581.74	26,185.24
07/24/26	-	-	-	230.08	230.08	230.08	-	230.08
TOTAL	\$ 536,529.16	\$ 12,271.79	\$ 5,242.57	\$ 1,274.57	\$ 520,289.37	\$ 78,036.64	\$ 442,252.73	\$ 520,289.37