AVENIR
COMMUNITY DEVELOPMENT DISTRICT

CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
MARCH 26, 2026
12:30 P.M.

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.avenircdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
REGULAR BOARD MEETING
March 26, 2026
12:30 p.m.

A. Call to Order

B. Proof of Publication

C. Establish Quorum

D. Additions or Deletions to Agenda

   1. Comments from the Public for Items Not on the Agenda (**Limited to 3 Minutes Per Person**)

E. Approval of Minutes

   1. February 26, 2026, Regular Board Meeting Minutes

F. Old Business

G. New Business

   1. Consider Resolution 2026-01 – Delegation Resolution (Series 2026 Bonds – A-10)
      - Seventeenth Supplemental Indenture – Avenir Series 2026A (A-10)(718424148.5)
      - Eighteenth Supplemental Indenture – Avenir - Series 2026B (A-10)(718425667.6)
   2. Consider Approval of Supplement Engineers Report – Parcel A-10
   3. Consider Approval of Preliminary First Supplemental Special Assessment Methodology – A-10 Parcel
   4. Consider Approval of Ancillary Bond Documents
      - Assignment and Acquisition Agreement
      - Assignment and Assumption Agreement
      - Collateral Assignment and Assumption of Development Rights
      - Completion Agreement
      - Declaration of Consent to Jurisdiction
      - Lien of Record
      - True-Up Agreement (Series 2026A)
      - True-Up Agreement (Series 2026B)
   5. Consider Approval of Agreement for Underwriter Services (FMS) (Parcel A-10)
   6. Consider Approval of HSQ Ponding Proposal for Avenir Entrance
   7. Consider Approval of Billing Cochran, P.A. Adjustment to District Counsel Fee Structure Avenir
   8. Consider Approval of H&J Avenir Spine Repairs CO Rev 2
   9. Consider Approval of Escrow Agreement
   10. Consider Approval of Additional Lake Sign Proposal

H. Change Orders

   1. To be Distributed

I. Consent Agenda

1. Consider Ratification of Bad 2-inch Valve Northlake Median Repair
2. Consider Ratification of Avenir CDD POD 11 Buffer Landscape
3. Consider Ratification of Avenir CDD POD 11 Buffer Irrigation
4. Consider Ratification of Bill of Sale Water and Sewer
5. Consider Ratification of Underground Utilities (SPF) Avenir POD 21 Contract
6. Consider Ratification of Underground Utilities Backbone (SPF) Avenir POD 21 Contract
7. Consider Ratification of Avenir POD 10 SUAE (Seacoast)

J. Clubhouse

1. Clubhouse Comments from the Public for Items Not on the Agenda (**Limited to 3 Minutes Per Person**)
2. Clubhouse Management Report
3. Consider Approval of H&J Avenir Repairs Clubhouse Header CO
4. Discussion Regarding Clubhouse Restaurant

K. Administrative Matters

L. Board Member Comments

M. Adjourn

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Avenir CDD

2501A Burns RD
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

WPB Palm Beach Post 10/13/2025
WPB palmbeachpost.com 10/13/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/13/2025

Legal Clerk

Kongmeng Yang
Notary, State of WI, County of Brown

4-3-29
My commission expires

Publication Cost:	$311.00	
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KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF BOARD MEETING
AVENIR COMMUNITY
DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the **Avenir Community Development District** will hold Regular Board Meetings at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 12:30 p.m. on the following dates:

October 23, 2025
November 20, 2025
December 18, 2025
January 22, 2026
February 26, 2026
March 26, 2026
April 23, 2026
May 28, 2026
June 25, 2026
July 23, 2026
August 27, 2026
September 24, 2026

Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. A copy of the agenda and information on how to access the telephone communication information for this Meeting may be obtained by accessing the District's website at www.avenircdd.org or by contacting the office of the District Manager, Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922, during normal business hours. Each Meeting may be continued to a date, time, and place to be specified on the record at that Meeting.

Note that the telephone communication is being provided by the District as a courtesy to members of the public who desire to listen to the Meeting remotely, but attendees utilizing this telephone communication will not be able to participate in the Meeting. Any person desiring to provide public comments at such Meeting must attend in person.

There may be occasions when one or more Supervisors will participate by telephone. At the above location, there will be present a speaker telephone so that any interested person can attend the Meeting and be fully informed of the discussions taking place either in person or by telephone communication. Each Meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in a Meeting is asked to advise the District Office at least forty-eight (48) hours prior to the Meeting by contacting the District Manager at 561-630-4922. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager.

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

Meetings may be cancelled from time to time without advertised notice.

AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenircdd.org
October 13,2025 11736996

AVENIR COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
FEBRUARY 26, 2026

A. CALL TO ORDER

The February 26, 2026, Regular Board Meeting of the Avenir Community Development District (the "District") was called to order at 12:31 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on October 13, 2025, as part of the District's Fiscal Year 2025/2026 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero, Vice Chairperson Rosa Schechter and Supervisors Daniel Lopez, Mitch Kay and Rich Cartlidge and it was in order to proceed with the meeting.

Also in attendance were Jason Pierman and Megan Bowden of Special District Services, Inc.; District Counsel Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; District Engineer Carlos J. Ballbe of Ballbe & Associates (via phone); and Clubhouse Reps George Klein, Perry Baldwin, Kyle Nelson and Patrice Chiaramonte.

Also present were District residents: Residents: Ellen Fotino, Donna Klein, Alice Horowitz, June Leonard, David Khani, Melissa Evans, Janice Pascucci, Hal Staniloff, Annie Gold, Barry Katz, Mitchell Kay, Rich Leonard, Linda Gubutosa, Allison Rogers, Rosy Matos, Debbie Eckert, Miriam Feldman and Susan Demaio .

Eric Echevarria &Anthony Loyacona of FCI Residential were also present.

D. ADDITIONS OR DELETIONS TO THE AGENDA

1. Comments from the Public for Items Not on the Agenda (Limited to 3 Minutes Per Person)

Mr. Leonard provided an update that his request to install additional fence had been denied by the Coral Isles HOA. Mr. Pierman reminded Mr. Leonard that in order for the Board to consider the request, proposed installation plans and prior HOA approval is required.

Ms. Klein requested updates on the Dog Park and the Farm. Mr. Pierman advised that construction of the Dog Park was underway, and a public hearing regarding the proposed rules was scheduled for the April 2026 meeting. Ms. Schechter noted that the Farm was included in the final phase plans for Avenir.

Ms. Evans reported that unaccompanied children had been using the clubhouse gym and raised concerns regarding gym equipment. Mr. Pierman requested that staff address her concerns.

Ms. Feldman requested that a quarterly expense report be published in addition to the proposed, amended, and final budget. The Board concurred with the request.

Ms. Stadalof requested that Board Meeting summaries and a Q&A be distributed to Avenir patrons. Mr. Pierman noted that meeting minutes were posted on the Avenir CDD website for public review and stated that responses to submitted questions could be distributed through clubhouse staff.

E. APPROVAL OF MINUTES

1. January 22, 2026, Regular Board Meeting

The minutes of the January 22, 2026, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the minutes of the January 22, 2026, Regular Board Meeting, as presented.

F. OLD BUSINESS

There were no old business items to come before the Board.

G. NEW BUSINESS

1. Consider SUA Avenir Wastewater Metering Station Addition

Mr. Ballbe noted that the station would be located at the west end of Avenir Drive near the canal into Palm Beach County. The station will be fenced, enclosed within six feet, and forty feet of the landscape buffer which the District would own.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously authorizing the Wastewater Metering Station Easement, as presented.

2. Consider Spine Road Phase 3 Median Modification (JW Cheatham)

Mr. Ballbe explained that the median modification was for the south driveway of Publix, which will be extended with dividers.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving the Spine Road Phase 3 median modification, as presented.

3. Discussion Regarding Asphalt Path Designation

Mr. Pierman reported that the District had received an insurance recommendation regarding the asphalt paths. He noted that Mr. Ballbe was reviewing shared-use standards, and once confirmed, appropriate signage would be installed.

H. CHANGE ORDERS

1. Consider Change Order No 2 - Pod 18 (Crossroads Paving Solution) - $7,825.50
2. Consider Change Order No 1 - Pod 18 (Southern Oaks Carpentry) - $1,750.00
3. Consider Change Order Nos 1-8 - Pod 18 (Aries AV) - $70,660.89
4. Consider Change Order No 1 - Pod 18 (Prince Development Group) - $8,447.00

5. **Consider Change Order No 1 - Pod 18 (Structural Building Components) - $5,300.00**
6. **Consider Change Order Nos 1-5 - Pod 18 (Viking Utility Services) - $26,933.00**
7. **Consider Change Order No 1 - Pod 18 (Illumination LED Lighting) - $28,970.99**
8. **Consider Change Order No 1 - Pod 18 (Titan Stone) - $32,161.00**
9. **Consider Change Order No 21 - Pod 11 Lake Excavation (H&J) - $414,088.00**

Mr. Ballbe explained that additional excavation was required to obtain the necessary fill.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously authorizing the Pod 11 lake excavation, as presented.

10. **Consider Ratification of Change Order No 1 - Pod 21 (AC Quality Electric) - $3,500**
11. **Consider Ratification of Change Order No 1 - Pod 21 (Insite) - $10,000**

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving the above Change Orders 1 through 8 and 10 through 11, as presented.

I. CONSENT AGENDA

1. **Consider Ratification of Maintenance Agreement (Pod 21)**
2. **Consider Ratification of Covering Annuals at Avenir and Clubhouse**
3. **Consider Ratification of Avenir Town Center - Repair Cart Path and Damaged Curb**
4. **Consider Ratification of Publix Swale Bush Hog February 2026**
5. **Consider Ratification of Replacing 2-Inch Valve on at Avenir Drive Entrance**
6. **Consider Ratification of MMcite Bench Proposal - Pod 21**

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously ratifying the above Consent Agenda Items 1 through 6, as presented.

J. CLUBHOUSE

1. **Clubhouse Management Update**

Mr. Pierman explained that Mr. Salvatore was no longer the clubhouse General Manager. Mr. Nelson, the South Florida President of Vesta, introduced Mr. Klein as the new acting General Manager and Mr. Baldwin as the upcoming full-time General Manager.

Mr. Klein presented the monthly manager's report, noting that clubhouse phone lines had been repaired and that the electric line to the new shed had been installed.

Following discussion, the Board approved adjusting the coffee machine hours to two hours in the morning and two hours in the afternoon, and to explore a pay-option machine to replace the current machine.

Ms. Klein inquired about the clubhouse card player area. Mr. Pierman instructed staff to provide additional tables and seating for card players, as needed, when space is available.

Ms. Chiaramonte provided a recap of recent Clubhouse events, mentioning high patron attendance and positive feedback.

2. **Discussion Regarding Clubhouse Restaurant**

Following discussion, a **motion** was made by Mr. Cartlidge, seconded by Mr. Lopez and unanimously passed authorizing a deadline of March 19, 2026, for the interested party to finalize an agreement for consideration at the March 2026 meeting. The Board also directed staff to continue pursuing an alternate vendor.

3. Consider Clubhouse and Pool Landscaping Revamp

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously approving the clubhouse and pool landscaping revamp, as presented.

4. Discussion Regarding Aerobics Room Access Control

Mr. Cartlidge reported that the aerobics room door required additional security, as it serves as a point of egress.

Following discussion, a **motion** was made by Mr. Cartlidge, seconded by Mr. Lopez and unanimously approved authorizing a not-to-exceed amount of $3,000 to install access control or convert the door to an emergency exit.

K. ADMINISTRATIVE MATTERS

Mr. Pierman reported that the "Do Not Enter" signs at Regency along Avenir Drive would be replaced to maintain Avenir design specifications. He also noted that proposals for approximately 275 additional lake signs and documents for the Series 2026 Bonds (Parcel A-10 Project) would be presented for Board consideration at the March 2026 meeting. Additionally, the mulch installation project will begin in March 2026, with an additional proposal for the approved mulch forthcoming. Finally, a Public Hearing to adopt Dog Park rules is scheduled for the April 2026 meeting.

Mr. Pierman reminded the Board that the next regular Board Meeting was scheduled for March 26, 2026, at 12:30 p.m.

L. BOARD MEMBER COMMENTS

Mr. Cartlidge reported that the FPL lights on Broad Street were not working.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously adjourning the Regular Board Meeting at 1:50 p.m.

ATTESTED BY:

_____	_____
Secretary/Assistant Secretary	Chairperson/Vice-Chair

RESOLUTION NO. 2026–01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") HEREBY AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $7,000,000 SPECIAL ASSESSMENT BONDS, SERIES 2026A (PARCEL A-10 PROJECT) (THE "SERIES 2026A BONDS - (A-10)," AND AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $44,000,000 SPECIAL ASSESSMENT BONDS, SERIES 2026B (PARCEL A-10 PROJECT) (THE "SERIES 2026B BONDS - (A-10))" AND, TOGETHER WITH THE SERIES 2026A BONDS – (A-10), THE "A-10 BONDS") TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE WITHIN PARCEL A-10 WITHIN ASSESSMENT AREA TWO OF THE DISTRICT; DETERMINING THE NEED FOR A LIMITED OFFERING OF THE A-10 BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH A-10 BONDS; APPOINTING THE UNDERWRITER FOR THE UNDERWRITING OF THE A-10 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE A-10 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SEVENTEENTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE SERIES 2026A BONDS – (A-10), AND AN EIGHTEENTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE SERIES 2026B BONDS – (A-10); AUTHORIZING THE APPLICATION OF THE MASTER TRUST INDENTURE DATED AS OF MAY 1, 2018 BY AND BETWEEN THE DISTRICT AND REGIONS BANK, AS TRUSTEE WITH RESPECT TO THE A-10 BONDS; APPROVING THE FORM OF A PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF A-10 BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORTS AND ENGINEER'S REPORT; PROVIDING FOR THE REGISTRATION OF THE A-10 BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE A-10 BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Avenir Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 17, 2016, duly enacted by the City Council of the City of Palm Beach Gardens, Florida, on January 5, 2017; and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its boundaries; and

WHEREAS, the Board of Supervisors of the District (herein, the "Board") has previously adopted Resolution No. 2017-18 on March 30, 2017 (the "First Authorizing Bond Resolution"), pursuant to which the District authorized the issuance of not to exceed $360,000,000 of its Special Assessment Bonds to be issued in one or more series to finance all or a portion of the District's capital improvement program; and

WHEREAS, the Board subsequently adopted a second authorizing resolution (Resolution No. 2024-14) on April 21, 2024 authorizing a principal amount of special assessment bonds not exceeding $150,000,000 (the "Second Authorizing Bond Resolution")

WHEREAS, any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the First Authorizing Bond Resolution or the Second Authorizing Bond Resolution, as applicable or the herein defined Master Indenture, as applicable; and

WHEREAS, pursuant to the Initial Bond Resolution, the Board approved the form of Master Trust Indenture to be entered into by the District and Regions Bank, as trustee (the "Trustee"), and the form of a Supplemental Trust Indenture (herein, the "Supplemental Trust Indenture") also to be entered into by the District and the Trustee; and

WHEREAS, the Master Trust Indenture has been executed as of May 1, 2018 by the District and delivered in connection with other Series of Bonds issued by the District (the "Master Indenture"); and

WHEREAS, based on the current development plans of Avenir Development, LLC (the "Developer") of certain lands within the District designated as "Assessment Area Two" with respect to the herein defined Parcel A-10 Project, the Board finds it necessary to finance a portion of the public infrastructure necessary for the development of Parcel A-10 within Assessment Area Two; and

WHEREAS, based on the proposed current structure, the Board deems it necessary to approve specific forms of the Supplemental Trust Indentures with respect to the herein defined A-10 Bonds; and

WHEREAS, the Board hereby determines to issue its Series 2026A Bonds – (Parcel A-10 Project) in the aggregate principal amount of not exceeding $7,000,000 to finance portions of the public infrastructure within the Assessment Area Two - Parcel A-10 Area within the District, specifically, the "Parcel A-10 Project," as described in the District's *Supplemental Engineer's Report (Parcel A-10 Project)* dated March 26, 2026, as may be supplemented ("Engineer's Report"); and

WHEREAS, the Board also hereby determines to issue its Series 2026B Bonds – (Parcel A-10 Project) in the aggregate principal amount of not exceeding $44,000,000 to finance portions of the Parcel A-10 Project not otherwise financed with the proceeds of the Series 2026A Bonds – (A-10); and

WHEREAS, the Parcel A-10 Project is hereby determined to be necessary to coincide with the Developer's plan of development within such parcel within Assessment Area Two; and

WHEREAS, in light of certain required changes in the structure and the necessity of replacing the form Supplemental Trust Indenture previously approved by the Board, pursuant to the Initial Bond Resolution, the Board hereby finds it necessary to approve the form of and authorize the execution and delivery of a Seventeenth Supplemental Trust Indenture governing the Series 2026A Bonds – (A-10) and an Eighteenth Supplemental Trust Indenture governing the Series 2026B Bonds – (A-10) and, together with the Master Indenture, the "A-10 Indentures"), which will govern the issuance and terms of the A-10 Bonds; and

WHEREAS, the Series 2026A Bonds (Parcel A-10 Project) and the Series 2026B Bonds (Parcel A-10 Project) are collectively referred to as the "A-10 Bonds", and

WHEREAS, FMSbonds, Inc. has agreed pursuant to the Bond Purchase Agreement to underwrite the A-10 Bonds on a limited offering basis; and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the A-10 Bonds and submitted to the Board forms of:

(i) a Bond Purchase Agreement with respect to the A-10 Bonds by and between the Underwriter (as herein defined) and the District, together with the form of a disclosure statement attached to the Bond Purchase Agreement pursuant to Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit A (the "Bond Purchase Agreement");

(ii) a draft of a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B (the "Preliminary Limited Offering Memorandum");

(iii) a Continuing Disclosure Agreement among the District, the dissemination agent named therein and the obligated parties named therein, substantially in the form attached hereto as Exhibit C (the "Continuing Disclosure Agreement");

(iv) the Seventeenth Supplemental Trust Indenture between the District and the Trustee, substantially in the form attached hereto as Composite Exhibit D; and

(v) the Eighteenth Supplemental Trust Indenture between the District and the Trustee, substantially in the form attached hereto as Composite Exhibit D.

WHEREAS, in connection with the sale of the A-10 Bonds, it may be necessary that certain modifications be made to the *Master Special Assessment Methodology Report Infrastructure Project Special Assessment Bonds for Parcel A-10 Project,* with respect to the Parcel A-10 Project dated November 21, 2024, and the *Preliminary First Supplemental Assessment Methodology Report* dated March 26, 2026 (collectively, the "Assessment Methodology Reports") and the Engineer's Report and to conform such reports to the final terms of the 2026 Bonds; and

WHEREAS, the proceeds of the A-10 Bonds shall be applied in accordance with the provisions of the applicable A-10 Indentures.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Avenir Community Development District, as follows:

Section 1. **Negotiated Limited Offering of the A-10 Bonds**. The District hereby finds that because of the complex nature of assessment bond financings in order to better time the sale of the A-10 Bonds, secure better rates and the favorable terms with respect to the A-10 Bonds pursuant to the parameters set forth in Section 3 hereof and the applicable provisions of the Bond Purchase Agreement and the obligation of the Underwriter to underwrite the A-10 Bonds pursuant to the parameters set forth in Section 3 hereof, it is necessary and in the best interest of the District that the A-10 Bonds in the aggregate principal amount of not exceeding $51,000,000 shall be sold on a limited offering basis, as described in the Bond Purchase Agreement. The District hereby further finds that it will not be adversely affected if the A-10 Bonds are not sold pursuant to competitive sales. The District further finds and agrees based on the advice of its Bond Counsel that a portion of the Series 2026B Bonds – (A-10) in an aggregate amount not exceeding $6,000,000 be issued on a taxable basis.

Section 2. **Purpose; Assessment Area Designation**. The District has authorized its capital improvement plan for the Assessment Area Two - Parcel A-10 Project Area with respect to the Parcel A-10 Project, as set forth in the Engineer's Report, and hereby authorizes the financing of a portion of such public infrastructure by issuing the respective A-10 Bonds to finance a portion of the Parcel A-10 Project. The Parcel A-10 Project is described in the Engineer's Report.

Section 3. **Sale of the A-10 Bonds**. The commitment of the Underwriter to underwrite the A-10 Bonds pursuant to the terms to be set forth in the final executed Bond Purchase Agreement, is hereby approved and adopted by the District in the form presented. The Bond Purchase Agreement in final form, as determined by counsel to the District and the Chairperson, may be executed by the District without further action provided that (i) the principal amount of the A-10 Bonds shall not exceed the authorized amount set forth in Section 1 hereof; (ii) the compensation of the Underwriter shall be as set forth in the final Bond Purchase Agreement; (iii) the final maturities of the A-10 Bonds shall not exceed the statutory permitted terms; and (iv) the interest rates on the A-10 Bonds shall not exceed the maximum rates permitted under Florida law. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby authorized to execute and deliver on behalf of the District, and the Secretary of the District is hereby authorized (if so required) to affix the Seal of the District and attest to the execution of the Bond Purchase Agreement in substantially the form presented at this meeting as Exhibit A. The disclosure statement of the Underwriter, as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the execution of the Bond Purchase Agreement, a copy of which is attached as an exhibit to the Bond Purchase Agreement, will be entered into the official records of the District.

Section 4. **The Limited Offering Memorandum**. The Limited Offering Memorandum, in substantially the form of the Preliminary Limited Offering Memorandum (subject to the other conditions set forth herein) attached hereto as Exhibit B, with such changes as are necessary to conform to the details of the A-10 Bonds and the requirements of the Bond Purchase Agreement, is hereby approved. The District hereby authorizes the execution of the Limited Offering Memorandum and the District hereby authorizes the Limited Offering Memorandum, when in final form, to be used in connection with the limited offering and sale of the A-10 Bonds. The District hereby authorizes and consents to the use by the Underwriter of the

Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B, in connection with the limited offering of the A-10 Bonds. The final form of the Preliminary Limited Offering Memorandum shall be determined by the Underwriter and the professional staff of the District. The Limited Offering Memorandum may be modified in a manner not inconsistent with the substance thereof and the terms of the A-10 Bonds as shall be deemed advisable by Bond Counsel and counsel to the District, with final approval by the Chairperson. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby further authorized to execute and deliver on behalf of the District, the Limited Offering Memorandum and any amendment or supplement thereto, with such changes, modifications and deletions as the member of the Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the District, with final approval by the Chairperson, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the District. The District hereby authorizes the Chairperson (or, in the absence of the Chairperson, any other member of the Board) to deem "final" the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

Section 5. Details of the 2026 Bonds. The proceeds of the A-10 Bonds shall be applied in accordance with the provisions of the respective A-10 Indentures. The A-10 Bonds shall mature in the years and in the amounts, bear interest at such rates and be subject to redemption, all as provided in the respective A-10 Indentures. The execution of the A-10 Indentures shall constitute approval of such terms as set forth in the A-10 Indentures and this Resolution. The maximum aggregate principal amount of the A-10 Bonds authorized to be issued pursuant to this Resolution and the applicable A-10 Indentures shall not exceed $7,000,000 in the aggregate principal amount with respect to the Series 2026A Bonds – (Parcel A-10 Project), and $44,000,000 in the aggregate principal amount with respect to the Series 2026B Bonds – (Parcel A-10 Project).

Section 6. Continuing Disclosure; Dissemination Agent. The Board does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairperson (or, in the absence of the Chairperson, any other member of the Board) substantially in the form presented to this meeting and attached hereto as Exhibit C. The Continuing Disclosure Agreement is being executed by the District and the other parties thereto in order to assist the Underwriter in the limited offering of the A-10 Bonds and compliance with Rule 15c2-12 of the Securities and Exchange Commission. Special District Services, Inc. is hereby appointed the initial dissemination agent.

Section 7. Authorization of Execution and Delivery of the Seventeenth Supplemental Trust Indenture and Eighteenth Supplemental Trust Indenture; Application of Master Indenture. The District does hereby authorize and approve the execution by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Board) and the Secretary and the delivery of the Seventeenth Supplemental Trust Indenture and Eighteenth Supplemental Trust Indenture shall provide for the security of the Series 2026A Bonds – (Parcel A-10 Project) and the Series 2026B Bonds – (Parcel A-10 Project), as applicable, and express the contract between the District and the respective owners of the A-10 Bonds. The Seventeenth Supplemental Trust Indenture and the Eighteenth Supplemental Trust Indenture, each between the District and Regions Bank, as the Trustee, shall be substantially in the forms attached

hereto as Composite Exhibit D and are hereby approved, with such changes therein as are necessary or desirable to reflect the final terms of the sale of the applicable A-10 Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the forms of such Supplemental Indentures attached hereto as Composite Exhibit D. The Master Indenture will be applicable to the A-10 Bonds pursuant to the Initial Bond Resolution and Regions Bank shall continue to serve as Trustee under the A-10 Indentures.

Section 8. **Authorization and Ratification of Prior Acts**. All actions previously taken by or on behalf of District in connection with the issuance of the A-10 Bonds are hereby authorized, ratified and confirmed.

Section 9. **Appointment of Underwriter.** The Board hereby formally appoints FMSbonds, Inc., as the Underwriter for the A-10 Bonds.

Section 10. **Book-Entry Only Registration System**. The registration of the A-10 Bonds shall initially be by the book-entry only system established with The Depository Trust Company.

Section 11. **Assessment Methodology Report**. The Board hereby authorizes any modifications to the Assessment Methodology Reports prepared by Special District Services, Inc. in connection with the A-10 Bonds if such modifications are determined to be appropriate in connection with the issuance of the A-10 Bonds.

Section 12. **Engineer's Report**. The Board hereby authorizes any modifications to the Engineer's Report prepared by Ballbé & Associates in connection with the A-10 Bonds if such modifications are determined to be appropriate in connection with the issuance of the A-10 Bonds or modifications to the Parcel A-10 Project.

Section 13. **Further Official Action**. The Chairperson, the Vice Chairperson, the Secretary and each member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson, the Vice Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

Section 14. **Severability**. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 15. **Inconsistent Proceedings**. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

PASSED in public session of the Board of Supervisors of the Avenir Community Development District, this 26th day of March, 2026.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

By:_____
Name: Jason Pierman
Title: Secretary

By:_____
Name: Virginia Cepero
Title: Chairperson, Board of Supervisors

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT B

DRAFT COPY OF PRELIMINARY LIMITED OFFERING MEMORANDUM

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

COMPOSITE EXHIBIT D

FORMS OF SEVENTEENTH SUPPLEMENTAL TRUST INDENTURE AND EIGHTEENTH SUPPLEMENTAL TRUST INDENTURE

SEVENTEENTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

AVENIR COMMUNITY DEVELOPMENT DISTRICT

AND

REGIONS BANK

as Trustee

Dated as of March 1, 2026

Authorizing and Securing

$_____
AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026A
(PARCEL A-10 PROJECT)

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EXHIBIT D FORM OF INVESTOR LETTER

THIS SEVENTEENTH SUPPLEMENTAL TRUST INDENTURE (the "Seventeenth Supplemental Indenture"), dated as of March 1, 2026 between the AVENIR COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and REGIONS BANK, a banking corporation duly organized and existing under the laws of the State of Alabama and having a designated corporate trust office in Jacksonville, Florida, as trustee (said banking corporation and any bank or trust company becoming successor trustee under this Seventeenth Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 17, 2016 enacted by the City Council of the City of Palm Beach Gardens, Florida (the "City"), on January 5, 2017 (the "Ordinance"); and

WHEREAS, the premises governed by the Issuer, as described more fully in the Ordinance, consisting of approximately 2,427.50+/- acres of land (herein, the "District Lands" or "District"), are located entirely within the incorporated area of the City; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands and, has on March 30, 2017, adopted Resolution No. 2017-18 anticipated the issuance from time to time of Special Assessment Bonds (the "Bonds") in the aggregate principal amount of not exceeding $360,000,000; and

WHEREAS to coincide with the different phases of development, the Issuer has determined it necessary to create separate and distinct assessment areas within the District currently known as "Assessment Area One," "Assessment Area Two" and "Assessment Area Three"; and

WHEREAS, the Issuer has previously issued multiple series of Bonds to finance certain public infrastructure to serve Assessment Area One (collectively referred to as the "Prior Assessment Area One Bonds"), to serve portions of Assessment Area Two (the "Prior Assessment Area Two Bonds") and to serve portions of Assessment Area Three (the "Prior Assessment Area Three Bonds"); and

WHEREAS, the Prior Assessment Area One Bonds, the Prior Assessment Area Two Bonds and the Prior Assessment Area Three Bonds were issued pursuant to the herein referenced Master Trust Indenture and various related Supplemental Trust Indentures; and

WHEREAS, the Issuer has decided to undertake the design, acquisition, construction costs of certain additional public infrastructure improvements to be located in or for the benefit of the assessable lands within Parcel A-10 within Assessment Area Two (herein, the "Assessment Area

Two – Parcel A-10 Project Area") within the District including, but not limited to, stormwater management and control facilities, including but not limited to earthwork, roadway improvements, water and wastewater systems; the differential cost of undergrounding certain utilities; hardscaping, landscaping and irrigation to be financed with the Series 2026 Bonds (A-10) (as herein defined), and related incidental costs, pursuant to the Act (collectively, the "Parcel A-10 Project"); and

WHEREAS, the Issuer has, pursuant to Resolution No. 2026-01, adopted on February 26, 2026, determined to issue three (3) Series of Bonds under the Master Indenture dated as May 1, 2018, by and between the Issuer and the Trustee (the "Master Indenture") and this Seventeenth Supplemental Indenture (herein collectively referred to as the "2026A Indenture (A-10)") designated as the Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project) in a principal amount of not exceeding $7,000,000 (the "Series 2026A Bonds (A-10)") and pursuant to the Master Indenture and the Eighteenth Supplemental Indenture (as herein defined) its Special Assessment Bonds, Series 2026B (Parcel A-10 Project – Phase One) in a principal amount of not exceeding $27,000,000 (the "Tax-Exempt Series 2026B Bonds (A-10 – Phase One)") and its Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 – Phase One) in a principal amount of not exceeding $4,000,000 (the "Taxable Series 2026B Bonds (A-10 – Phase One)") and, collectively with the Tax-Exempt Series 2026B Bonds (A-10 – Phase One), the "Series 2026B Bonds (A-10 – Phase One)" and, together with the Series 2026A Bonds (A-10), the "Series 2026 Bonds (A-10)") to finance a portion of the herein defined Parcel A-10 Project; and

WHEREAS, in the manner provided herein, the gross proceeds of the Series 2026A Bonds (A-10) will be used to provide funds for (i) the financing of the costs of acquiring and/or constructing a portion of the Parcel A-10 Project, (ii) paying interest on the Series 2026A Bonds (A-10) through at least November 1, 2026, (iii) the funding of the Series 2026A Reserve Account (A-10) (as herein defined), and (iv) the payment of the costs of issuance of the Series 2026A Bonds (A-10); and

WHEREAS, the Series 2026A Bonds (A-10) will be secured by a pledge of Series 2026A Pledged Revenues (A-10) (as hereinafter defined) in the manner provided herein.

NOW, THEREFORE, THIS SEVENTEENTH SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2026A Bonds (A-10), the security and payment of the principal or Redemption Price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2026A Bonds (A-10), and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2026A Bonds (A-10) by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Regions Bank, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2026A Pledged Revenues (A-10) as security for the payment of the principal or Redemption Price of (as the case may be) and interest on the Series 2026A Bonds (A-10) issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the 2026A Indenture (A-10) with respect to the Series 2026A Bonds (A-10).

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2026A Bonds (A-10) issued and to be issued under this Seventeenth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Seventeenth Supplemental Indenture) of any one Series 2026A Bond (A-10) over any other Series 2026A Bond (A-10), all as provided in the 2026A Indenture (A-10).

PROVIDED, HOWEVER, that if the Issuer and its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or Redemption Price of the Series 2026A Bonds (A-10) issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2026A Bonds (A-10) and the 2026A Indenture (A-10), according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the 2026A Indenture (A-10) to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Seventeenth Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Seventeenth Supplemental Indenture to be and remain in full force and effect.

ARTICLE I
DEFINITIONS

In this Seventeenth Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"Acquisition Agreement" shall mean that certain Assignment and Acquisition Agreement, by and between the Issuer and the Developer relating to the construction and acquisition of the Parcel A-10 Project, as described in the Engineer's Report.

"Act" shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended and supplemented from time to time, and any successor statute thereto.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the Series 2026A Bonds (A-10), relating to certain restrictions on arbitrage under the Code with respect to the Series 2026A Bonds (A-10) and the Tax-Exempt Series 2026B Bonds (A-10 – Phase One).

[“As Completed Land” shall mean with respect to Phase Two of the Parcel A-10 Project the value of the lands therein, including the existing and planned site improvements thereon, as determined by the appraisal report described in Section 5.04(c) hereof.]

“Assessment Area Two” shall mean a designated assessment area within the District representing Parcel A-10, Parcel A-15, Parcel A-18, Parcel A-20, Parcel A-10, the Panther National Parcels 12, 13 & 14, the Panther National Golf Course Tract I and II and the Charter School Parcel totaling approximately 889.96 acres.

“Assessment Area Two – Parcel A-10 Project Area” shall mean Parcel A-10 within Assessment Area Two which will be the assessment area securing the Series 2026 Bonds (A-10) consisting of approximately 109.402 gross acres.

“Assessment Resolutions” shall mean, with respect to the Series 2026A Special Assessments (A-10), Resolution No. 2024-15, Resolution No. 2024-16 and Resolution No. 2025-01 of the Issuer adopted on November 21, 2024, November 21, 2024 and January 23, 2026, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2026A Bonds (A-10), in the denominations of $100,000 and any integral multiple of $5,000 thereof.

“Bondholder Representative” shall mean (i) PHCC LLC (d/b/a Preston Hollow Community Capital), as the initial beneficial owner of the Series 2026A Bonds (A-10), or its designee, and (ii) thereafter, if PHCC LLC (d/b/a Preston Hollow Community Capital), together with its affiliates, collectively owns, directly or indirectly, less than 50% of the aggregate Outstanding principal amount of the Series 2026A Bonds (A-10), then the Bondholder Representative shall be the Person appointed by the beneficial owners of more than fifty percent (50%) of the Outstanding Series 2026A Bonds (A-10). During any period in which no Bondholder Representative has been appointed, references in this Seventeenth Supplemental Indenture to the Bondholder Representative shall be deemed to be references to the Majority Holders.

“Bonds” shall mean the Issuer’s Special Assessments Bonds issued pursuant to the Master Indenture.

“Collateral Assignment” shall mean that certain instrument executed by the Developer in favor of the Issuer whereby all of the development related documents necessary to complete development within the Assessment Area Two - Parcel A-10 Project Area (comprising all of the development planned for the Parcel A-10 Project) are collaterally assigned as security for the Developer’s obligation to pay the Series 2026 Special Assessments (A-10) imposed against the assessable lands within the Assessment Area Two - Parcel A-10 Project Area therein owned by Developer from time to time.

“Consulting Engineer” shall mean Ballbé & Associates, Inc., the Issuer’s consulting engineer.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2026 Bonds (A-10), dated the date of delivery of the Series 2026 Bonds (A-10), by and among the Issuer, the Developer, the dissemination agent named

therein and joined by the other parties named therein, in connection with the issuance of the Series 2026 Bonds (A-10).

"Developer" shall mean Avenir Development, LLC, a Florida limited liability company, as the developer of the lands within the Assessment Area Two - Parcel A-10 Project Area.

"District Manager" shall mean Special District Services, Inc., and its successors and assigns.

"Engineer's Report" shall mean the Supplemental Engineer's Report (Parcel A-10 Project) dated February 12, 2026 prepared by the Consulting Engineer, as amended and supplemented from time to time.

"Eighteenth Supplemental Indenture" shall mean that certain Eighteenth Supplemental Trust Indenture dated as of March 1, 2026 pursuant to which the Series 2026B Bonds (A-10 – Phase One) will be issued.

"Fully Absorbed" means the date all of the principal portion of the Series 2026A Special Assessments (A-10) have been assigned to residential units within the Assessment Area Two – Parcel A-10 Project Area within the District and each received a certificate of occupancy.

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing [May] 1, 2026 and any other date the principal of the Series 2026A Bonds (A-10) is paid, including any Quarterly Redemption Date.

"Majority Holders" means the beneficial owners of more than fifty percent (50%) of the aggregate Outstanding principal amount of the Series 2026A Bonds (A-10).

"Master Indenture" shall mean the Master Trust Indenture, dated as of May 1, 2018, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2026A Bonds (A-10) (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2026A Bonds (A-10) as specifically defined in this Seventeenth Supplemental Indenture).

"Other Parcel A-10 Bonds" shall mean the Prior Bonds and the Series 2026B Bonds (A-10 – Phase One).

"Parcel A-10 Project" shall mean the capital improvement plan described in the Engineer's Report.

"Paying Agent" shall mean Regions Bank, and its successors and assigns as Paying Agent hereunder.

"Phase One" shall mean that portion of the Assessment Area Two – Parcel A-10 Project Area planned for 144 residential units.

"Phase Two" shall mean that portion of the Assessment Area Two – Parcel A-10 Project Area planned for 86 residential units separate and apart from the 144 residential units comprising Phase One.

"Placement Agent" shall mean FMSbonds, Inc. with respect to the Series 2026A Bonds (A-10) and the Series 2026B Bonds (Parcel A-10 – Phase One).

"Prepayment" shall mean the payment by any owner of property within the Assessment Area Two – Parcel A-10 Project Area of the amount of Series 2026A Special Assessments (A-10) encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term "Prepayment" also means any proceeds received as a result of accelerating and/or foreclosing the Series 2026A Special Assessments (A-10). "Prepayments" shall include, without limitation, Series 2026A Prepayment Principal.

"Prior Bonds" shall mean the Issuer's Subordinate Special Assessment Bonds, Series 2021A-2 (Assessment Area Two – 2021A Project) secured by Special Assessments levied on the Assessment Area Two – Parcel A-10 Project Area.

"Pro-Rata" shall mean the ratio of the initial deposits into the Series 2026A Acquisition and Construction Account (A-10) and the Tax-Exempt Series 2026B Acquisition and Construction Account (A-10) which is approximately _____% from the Series 2026A Acquisition and Construction Account (A-10) and approximately _____% from the Tax-Exempt Series 2026B Acquisition and Construction Account (A-10), as defined in the Fourteenth Supplemental Indenture.

"Quarterly Redemption Date" shall mean a February 1, May 1, August 1 and November 1 of any calendar year.

"Redemption Price" shall mean the principal amount of any Series 2026A Bond (A-10) payable upon redemption thereof pursuant to this Seventeenth Supplemental Indenture.

"Registrar" shall mean Regions Bank and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Resolution" shall mean (i) Resolution No. 2017-18 of the Issuer adopted on March 30, 2017 authorizing the issuance of special assessment bonds to finance capital projects in the amount of not exceeding $360,000,000, (ii) Resolution No. 2026-01 of the Issuer adopted on February 26, 2026, pursuant to which the Issuer authorized the issuance of its Series 2026A Bonds (Parcel A-10 Project) in a principal amount of not exceeding $7,000,000 and its Series 2026B Bonds (Parcel A-10 – Phase One) in a principal amount not exceeding $31,000,000 ($27,000,000 for the Tax-Exempt Series 2026B Bonds (Parcel A-10 – Phase One) and $4,000,000 for the Taxable Series 2026B Bonds (Parcel A-10 – Phase One)), specifying the details of the Series 2026 Bonds (A-10) and authorizing the private placement of the Series 2026A Bonds (A-10) by the Placement Agent pursuant to the parameters set forth therein.

"Series 2026A Acquisition and Construction Account (A-10)" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Seventeenth Supplemental Indenture.

"Series 2026B Acquisition and Construction Accounts (A-10)" shall mean the Accounts so designated, established as separate Accounts within the Acquisition and Construction Fund pursuant to Section 4.01(a) of the Eighteenth Supplemental Indenture consisting of the Tax-Exempt Series 2026B Acquisition and Construction Account (A-10) and the Taxable Series 2026B Acquisition and Construction Account (A-10).

"Series 2026A Bonds (A-10)" shall have the meaning set forth in the recitals of this Seventeenth Supplemental Indenture.

"Series 2026A Bond Redemption Account (A-10)" shall mean the Series 2026 Bond Redemption Account established as a separate Account within the Debt Service Fund pursuant to Section 4.01(g) of this Seventeenth Supplemental Indenture.

"Series 2026 Bonds (A-10)" shall mean collectively the $_____ aggregate principal amount of Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project) issued pursuant to this Seventeenth Supplemental Indenture, the $_____ aggregate principal amount of Avenir Community Development District Special Assessment Bonds, Series 2026B (Parcel A-10 Project – Phase One) and its $_____ aggregate principal amount of Avenir Community Development District Taxable Special Assessment Bonds, Series 2026B (Parcel A-10– Phase One), both issued pursuant to the Eighteenth Supplemental Indenture, in both cases to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Seventeenth Supplemental Indenture and the Fourteenth Supplemental Indenture, as applicable, and secured and authorized by the Master Indenture and this Seventeenth Supplemental Indenture and the Fourteenth Supplemental Indenture, as applicable, in the manner so provided herein and therein.

"Series 2026B Bonds (Parcel A-10 – Phase One)" shall mean collectively, the Issuer's Special Assessment Bonds, Series 2026B (Parcel A-10 Project – Phase One), and the Issuer's Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project – Phase One) both issued pursuant to the Fourteenth Supplemental Indenture.

"Series 2026A Costs of Issuance Account (A-10)" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Seventeenth Supplemental Indenture.

"Series 2026A General Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2026A Bond Redemption Account (A-10) pursuant to Section 4.01(g) of this Seventeenth Supplemental Indenture.

"Series 2026A Interest Account (A-10)" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Seventeenth Supplemental Indenture.

"Series 2026A Optional Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2026A Bond Redemption Account (A-10) pursuant to Section 4.01(g) of this Seventeenth Supplemental Indenture.

"Series 2026A Pledged Revenues (A-10)" shall mean (a) all revenues received by the Issuer from Series 2026A Special Assessments (A-10) levied and collected on the assessable lands within the Assessment Area Two - Parcel A-10 Project Area within the District including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2026A Special Assessments (A-10) or from the issuance and sale of tax certificates with respect to such Series 2026A Special Assessments (A-10), and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the 2026A Indenture (A-10) created and established with respect to or for the benefit of the Series 2026A Bonds (A-10); provided, however, that Series 2026A Pledged Revenues shall not include (A) any moneys transferred to the Series 2026A Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2026A Costs of Issuance Account (A-10), and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the 2026A Indenture (A-10) shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision).

"Series 2026A Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2026A Special Assessments (A-10) being prepaid pursuant to Section 4.04 of this Seventeenth Supplemental Indenture or as a result of an acceleration of the Series 2026A Special Assessments (A-10) pursuant to Section 170.10, Florida Statutes, if such Series 2026A Special Assessments (A-10) are being collected through a direct billing method.

"Series 2026A Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2026A Bond Redemption Account (A-10) pursuant to Section 4.01(g) of this Seventeenth Supplemental Indenture.

"Series 2026A Principal Account (A-10)" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this Seventeenth Supplemental Indenture.

"Series 2026A Rebate Fund" shall mean the Fund so designated, established as a separate Fund pursuant to Section 4.01(j) of this Seventeenth Supplemental Indenture.

"Series 2026A Reserve Account (A-10)" shall mean the Account so designated established as a separate Account within the Reserve Fund pursuant to Section 4.01(f) of this Seventeenth Supplemental Indenture.

"Series 2026A Reserve Requirement (A-10)" or "Reserve Requirement (A-10)" shall mean an amount initially equal to fifty percent (50%) of the maximum annual debt service with respect to the initial principal amount of the Series 2026A Bonds (A-10) determined on the date of issue. If a portion of the Series 2026A Bonds (A-10) are redeemed pursuant to Section 3.01(b)(i) or Section 3.01(b)(iii), the Reserve Requirement (A-10) shall be reduced to fifty percent (50%) of the maximum annual debt service of the Series 2026A Bonds (A-10) after taking into account such extraordinary mandatory redemption. Any amount in the Series 2026A Reserve Account (A-10) may, upon final maturity or redemption of all Outstanding Series 2026A Bonds (A-10) be used to pay principal of and interest on the Series 2026A Bonds (A-10) at that time. The initial Series 2026A Reserve Requirement (A-10) shall be equal to $_____.

"Series 2026A Revenue Account (A-10)" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Seventeenth Supplemental Indenture.

"Series 2026A Sinking Fund Account (A-10)" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Seventeenth Supplemental Indenture.

"Series 2026 Special Assessments (A-10)" shall mean, collectively, the Series 2026A Special Assessments (A-10) securing the Series 2026A Bonds (A-10) and the Series 2026B Special Assessments (A-10 – Parcel One) securing the Series 2026B Bonds (A-10 – Phase One).

"Series 2026A Special Assessments (A-10)" shall mean the Special Assessments levied on the assessable lands within the Assessment Area Two - Parcel A-10 Project Area within the District pursuant to the Assessment Resolutions relating to the Series 2026A Bonds (A-10) as a result of the Issuer's financing the acquisition of a portion of the Parcel A-10 Project, corresponding in amount to the debt service on the Series 2026A Bonds (A-10) and designated as such in the methodology report relating thereto.

"Series 2026B Special Assessments (A-10 – Phase One)" shall mean the Special Assessments levied on the assessable lands within Phase One of the Assessment Area Two - Parcel A-10 Project Area within the District pursuant to the Assessment Resolutions relating to the Series 2026B Bonds (A-10) as a result of the Issuer's financing the acquisition of a portion of the Parcel A-10 Project, corresponding in amount to the debt service on the Series 2026B Bonds (A-10) and designated as such in the methodology report relating thereto.

"2026A Indenture (A-10)" shall mean collectively, the Master Indenture and this Seventeenth Supplemental Indenture.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Series 2026A Bonds (A-10), refer to the entire 2026A Indenture (A-10).

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

ARTICLE II
THE SERIES 2026A BONDS (A-10)

SECTION 2.01. Amounts and Terms of Series 2026A Bonds (A-10); Issue of Series 2026A Bonds (A-10). No Series 2026A Bond (A-10) may be issued under this Seventeenth Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2026A Bonds (A-10) that may be issued under this Seventeenth Supplemental Indenture is expressly limited to $_____. The Series 2026A Bonds (A-10) shall be numbered consecutively from RA-1 and upwards.

(b) Any and all Series 2026A Bonds (A-10) shall be issued substantially in the form attached hereto as Exhibit B, and with such appropriate variations, omissions and insertions as are permitted or required by the 2026A Indenture (A-10) and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2026A Bonds (A-10) upon execution of this Seventeenth Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture and Section 2.09 of this Seventeenth Supplemental Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2026A Bonds (A-10) and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2026A Bonds (A-10) shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2026A Bonds (A-10) shall be authenticated as set forth in the Master Indenture. No Series 2026A Bonds (A-10) shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2026A Bonds (A-10).

(a) The Series 2026A Bonds (A-10) are being issued hereunder in order to provide moneys, (i) to finance a portion of the Parcel A-10 Project, (ii) to fund interest on the Series 2026A Bonds (A-10) through at least November 1, 2026, (iii) to fund the Series 2026A Reserve Account (A-10) in an amount equal to the initial Series 2026A Reserve Requirement (A-10); and (iv) to pay the costs of issuance of the Series 2026A Bonds (A-10). The Series 2026A Bonds (A-10) shall be designated "Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project)" and shall be issued as fully registered bonds without coupons in the designated Authorized Denominations.

(b) The Series 2026A Bonds (A-10) shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2026A Bonds (A-10) shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2026A Bonds (A-10) shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to [November 1, 2026,] in which case from the date of initial delivery or unless the date of authentication thereof is between a

Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Seventeenth Supplemental Indenture in connection with a book entry only system of registration of the Series 2026A Bonds (A-10), the principal or Redemption Price of the Series 2026A Bonds (A-10) shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2026A Bonds (A-10). Except as otherwise provided in Section 2.07 of this Seventeenth Supplemental Indenture in connection with a book entry only system of registration of the Series 2026A Bonds (A-10), the payment of interest on the Series 2026A Bonds (A-10) shall be made on each Interest Payment Date to the Owners of the Series 2026A Bonds (A-10) by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at its address as it appears on the Bond Register. Any interest on any Series 2026A Bond (A-10) which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2026A Bonds (A-10) is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given by Electronic Means or mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2026A Bonds (A-10) in an aggregate principal amount of at least $1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Details of the Series 2026A Bonds (A-10).

(a) The Series 2026A Bonds (A-10) will mature on May 1 in the year and in the principal amount, and bear interest at the rate all as set forth below, subject to the right of prior redemption in accordance with their terms.

Year	**Amount**	**Interest Rate**

*Term Bonds

(b) Interest on the Series 2026A Bonds (A-10) will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the

extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2026A Bonds (A-10) on the day before the default occurred.

SECTION 2.06. Disposition of Proceeds. From the gross proceeds of the Series 2026A Bonds (A-10) in the amount of $_____, the following deposits shall be made on the date of issuance of the Series 2026 Bonds (A-10):

(a) $_____ derived from the gross proceeds of the Series 2026A Bonds (A-10) shall be deposited in the Series 2026A Acquisition and Construction Account (A-10) of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture, Section 4.01(a) of this Seventeenth Supplemental Indenture and the terms of the Acquisition Agreement to purchase a portion of the Parcel A-10 Project;

(b) $_____ derived from the gross proceeds of the Series 2026A Bonds (A-10) shall be deposited into the Series 2026A Reserve Account (A-10);

(c) $_____ derived from the gross proceeds of the Series 2026A Bonds (A-10) shall be deposited into the Series 2026A Interest Account (A-10); and

(d) $_____ derived from the remaining gross proceeds of the Series 2026A Bonds (A-10) shall be deposited in the Series 2026A Costs of Issuance Account (A-10) to pay the costs of issuing the Series 2026A Bonds (A-10).

SECTION 2.07. Book-Entry Form of Series 2026A Bonds (A-10). The Series 2026A Bonds (A-10) shall be issued as one fully registered bond for each maturity of Series 2026A Bonds (A-10) and deposited with The Depository Trust Company ("DTC"), which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2026A Bonds (A-10) are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2026A Bonds (A-10) ("Beneficial Owners").

The Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation to any Direct Participant or to any Indirect Participant. Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Direct Participant or Indirect Participant with respect to any ownership interest in the Series 2026A Bonds (A-10), (b) the delivery to any Direct Participant or Indirect Participant or any other person other than an Owner, as shown in the registration books kept by the Registrar, of any notice with respect to the Series 2026A Bonds (A-10), including any notice of redemption, or (c) the payment to any Direct Participant or Indirect Participant or any other person, other than an Owner, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, or interest on the Series 2026A Bonds (A-10). The Issuer, the Trustee, the Registrar and the

Paying Agent shall treat and consider the person in whose name each Series 2026A Bonds (A-10) is registered in the registration books kept by the Registrar as the absolute Owner of such Series 2026A Bonds (A-10) for the purpose of payment of principal and interest with respect to such Series 2026A Bonds (A-10), for the purpose of giving notices of redemption and other matters with respect to such Series 2026A Bonds (A-10), for the purpose of registering transfers with respect to such Series 2026A Bonds (A-10), and for all other purposes whatsoever. Notwithstanding any of the foregoing, the Trustee is authorized to recognize the Beneficial Owner of the Series 2026A Bonds (A-10) for purposes of this Section 2.07 if beneficial ownership is proven to the satisfaction of the Trustee.

Principal and interest on the Series 2026A Bonds (A-10) registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Investors may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2026A Bonds (A-10), through Direct Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2026A Bonds (A-10), any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to Direct Participants and Direct Participants shall be responsible for notices to Indirect Participants, and Direct Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2026A Bonds (A-10) in the form of fully registered Series 2026A Bonds (A-10) in accordance with the written instructions from Cede & Co.

Upon receipt by the Trustee or the Issuer of written notice from DTC (a) confirming that DTC has received written notice from the Issuer to the effect that a continuation of the requirement that all of the Outstanding Series 2026A Bonds (A-10) be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2026A Bonds (A-10), or (b) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute bond depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2026A Bonds (A-10) shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names registered owners transferring or exchanging the Series 2026A Bonds (A-10) shall designate, in accordance with the provisions hereof.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the written instructions from DTC or its successor and after such time Series 2026A Bonds (A-10) may be exchanged for an equal aggregate principal amount of Series 2026A Bonds (A-10) in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2026A Bonds (A-10), and hereby appoints Regions Bank, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Regions Bank hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints Regions Bank as Paying Agent for the Series 2026A Bonds (A-10). Regions Bank hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2026A Bonds (A-10). In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2026A Bonds (A-10) and the conditions set forth in the bond purchase agreement with the Underwriter, all the Series 2026A Bonds (A-10) shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions relating to the Series 2026A Special Assessments (A-10);

(b) Executed originals of the Master Indenture and this Seventeenth Supplemental Indenture;

(c) An opinion of Counsel to the Issuer substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to purchase a portion of the Parcel A-10 Project, pursuant to the terms of the 2026A Indenture (A-10), (iii) all proceedings undertaken by the Issuer with respect to the Series 2026A Special Assessments (A-10) have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2026A Special Assessments (A-10), and (v) the Series 2026A Special Assessments (A-10) are legal, valid and binding liens upon the property against which such Series 2026A Special Assessments (A-10) are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other State of Florida liens, titles and claims, until paid;

(d) A certificate of an authorized officer of the Issuer to the effect that, upon the authentication and delivery of the Series 2026A Bonds (A-10), the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Seventeenth Supplemental Indenture; and

(e) A copy of the Collateral Assignment.

Receipt by the Trustee of the gross proceeds from the initial sale of the Series 2026A Bonds (A-10) shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2026A Bonds (A-10) to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF SERIES 2026A BONDS (A-10)

SECTION 3.01. Redemption Dates and Prices. The Series 2026A Bonds (A-10) shall be subject to redemption at the times and in the manner provided in this Article III. All payments of the Redemption Price of the Series 2026A Bonds (A-10) shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2026A Bonds (A-10) are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2026A Bonds (A-10) or portions of the Series 2026A Bonds (A-10) Series to be redeemed pursuant to the provisions of Section 8.04 of the Master Indenture. Partial redemptions of Series 2026A Bonds (A-10) shall be made in such a manner that the remaining Series 2026A Bonds (A-10) held by each Bondholder shall be in the applicable Authorized Denominations.

(a) Optional Redemption. The Series 2026A Bonds (A-10) may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20XX (less than all Series 2026A Bonds (A-10) of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2026A Bonds (A-10) to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2026A Optional Redemption Subaccount of the Series 2026A Bond Redemption Account (A-10). If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2026A Bonds (A-10) to be optionally redeemed from each sinking fund installment so that debt service on the remaining Outstanding Series 2026A Bonds (A-10) is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2026A Bonds (A-10) are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2026A Bonds (A-10) to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2026A Prepayment Principal deposited into the Series 2026A Prepayment Subaccount of the Series 2026A Bond Redemption Account (A-10) (taking into account the credit from the Series 2026A Reserve Account (A-10) pursuant to Section 4.04 of this Seventeenth Supplemental Indenture) following the payment in whole or in part of the Series 2026A Special Assessments (A-10) on any assessable property within the Assessment Area Two - Parcel A-10 Project Area within the District in accordance with the provisions of Section 4.04 of this Seventeenth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2026A Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2026A Rebate Fund, the Series 2026A Acquisition and Construction Account (A-10) and the Series 2026A Costs of Issuance Subaccount) sufficient to pay and redeem all Outstanding Series 2026A Bonds (A-10) and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2026A Acquisition and Construction Account (A-10) not otherwise reserved to complete the Parcel A-10 Project intended to be financed with a portion of the Series 2026A Bonds (A-10) and which have been transferred to the Series 2026A General Redemption Subaccount of the Series 2026A Bond Redemption Account (A-10).

(c) Mandatory Sinking Fund Redemption. The Series 2026A Bonds (A-10) are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026A Sinking Fund Account (A-10) on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	**Mandatory Sinking Fund Redemption Amount**

*Maturity

Upon any redemption of Series 2026A Bonds (A-10) other than in accordance with scheduled mandatory sinking fund redemptions, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of the Series 2026A Bonds (A-10) in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of such Series 2026A Bonds (A-10). The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for the Series 2026A Bonds (A-10) in any year. In the event of a redemption occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2026A Bonds (A-10) under any provision of this Seventeenth Supplemental Indenture or directed to redeem Series 2026A Bonds (A-10) by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2026A Bonds (A-10) to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SERIES 2026A SPECIAL ASSESSMENT (A-10) LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2026A Acquisition and Construction Account (A-10)." Proceeds of the Series 2026A Bonds (A-10) shall be deposited into the Series 2026A Acquisition and Construction Account (A-10) in the amount set forth in Section 2.06 hereof, together with any moneys transferred to such Series 2026A Acquisition and Construction Account (A-10), and such moneys in the Series 2026A Acquisition and Construction Account (A-10) shall be requisitioned to be applied as set forth in Section 5.01(b) of the Master Indenture and the Acquisition Agreement. Any moneys remaining in the Series 2026A Acquisition and Construction Account (A-10) after the Completion Date, upon notice of same given by the District Manager to the Trustee and the Issuer, upon which the Trustee may conclusively rely, except for any moneys reserved therein for the payment of any costs of the Parcel A-10 Project owed but not yet requisitioned, as evidenced in a certificate from the District Manager to the Trustee and the Issuer, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the Parcel A-10 Project, a copy of which shall be delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2026A General Redemption Subaccount of the Series 2026A Bond Redemption Account (A-10). Subject to the provisions of Section 4.01(f) hereof, the Series 2026A Acquisition and Construction Account (A-10) shall be closed upon the expenditure or transfer of all funds therein. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2026A Acquisition and Construction Account (A-10) and make payment to the Person or Persons so designated in such requisition. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2026A Costs of Issuance Account (A-10)." Gross proceeds of the Series 2026A Bonds (A-10) shall be deposited into the Series 2026A Costs of Issuance Account (A-10) in the amount set forth in Section 2.06 of this Seventeenth Supplemental Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2026A Costs of Issuance Account (A-10) to pay the costs of issuing the Series 2026A Bonds (A-10). Six months after the issuance of the Series 2026A Bonds (A-10), any moneys remaining in the Series 2026A Costs of Issuance Account (A-10) in excess of the actual costs of issuing the Series 2026A Bonds (A-10) requested to be disbursed by the Issuer shall be deposited into the Series 2026A Interest Account (A-10). Any deficiency in the amount allocated to pay the cost of issuing the Series 2026A Bonds (A-10) shall be paid from excess Series 2026A Pledged Revenues (A-10) on deposit in the Series 2026A Revenue Account (A-10) pursuant to Section 4.02 SEVENTH herein in the amount so directed in writing by the Issuer. Only elements of the Parcel A-10 Project identified in the Engineer's Report that can be financed with tax-exempt bonds which will be requisitioned from the Series 2026A Acquisition and Construction Account (A-10) and from the Series 2026B Acquisition and Construction Account (A-10) on a Pro-Rata basis, as determined by the Consulting Engineer.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2026A Revenue Account (A-10)." Series 2026A Special Assessments (A-10) (except for Prepayments of Series 2026A Special Assessments (A-10) which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2026A Prepayment Subaccount), by the Trustee into the Series 2026A Revenue Account (A-10) which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Seventeenth Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2026A Principal Account (A-10)." Moneys shall be deposited into the Series 2026A Principal Account (A-10) as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Seventeenth Supplemental Indenture, and applied for the purpose provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2026A Interest Account (A-10)." Moneys deposited into the Series 2026A Interest Account (A-10) pursuant to Section 6.04 of the Master Indenture, Section 2.06 and Section 4.02 of this Seventeenth Supplemental Indenture, shall be applied for the purpose provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2026A Sinking Fund Account (A-10)." Moneys shall be deposited into the Series 2026A Sinking Fund Account (A-10) as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Seventeenth Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Seventeenth Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the "Series 2026A Reserve Account (A-10)." Gross proceeds of the Series 2026A Bonds (A-10) shall be deposited into the Series 2026A Reserve Account (A-10) in the amount set forth in Section 2.06 of this Seventeenth Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2026A Reserve Account (A-10) shall be applied for the purposes provided therein and in this Section 4.01(f) of this Seventeenth Supplemental Indenture. Notwithstanding any provision in the Master Indenture to the contrary, the Issuer covenants not to substitute the cash and Investment Securities on deposit in the Series 2026A Reserve Account (A-10) with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. Except as otherwise provided herein, all investment earnings on moneys in the Series 2026A Reserve Account (A-10) shall remain on deposit in the Series 2026A Reserve Account (A-10) to be applied to pay debt service on the Series 2026A Bonds or as otherwise required hereunder.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2026A Reserve Account (A-10) shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2026A Bonds (A-10) to the Series 2026A General Redemption Subaccount of the Series 2026A Bond Redemption Account (A-10), if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2026A Special Assessments (A-10) and applied to redeem a portion of the Series 2026A Bonds

(A-10) is less than the principal amount of Series 2026A Bonds (A-10) indebtedness attributable to such lands.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer or the District Manager, on behalf of the Issuer, receives notice that a landowner wishes to prepay its Series 2026A Special Assessments (A-10) relating to the benefited property of such landowner within the Assessment Area Two – Parcel A-10 Project Area, or as a result of a mandatory true-up payment, the Issuer shall cause the District Manager, on behalf of the Issuer to calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2026A Prepayment Principal due by the amount of money in the Series 2026A Reserve Account (A-10) that will be in excess of the Reserve Requirement (A-10), taking into account the proposed Prepayment. Such excess in the Series 2026A Reserve Account (A-10) shall be transferred by the Trustee to the Series 2026A Prepayment Subaccount of the Series 2026A Bond Redemption Account (A-10), as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Series 2026A Reserve Account (A-10) to the Series 2026A Prepayment Subaccount of the Series 2026A Bond Redemption Account (A-10) to be used for the extraordinary mandatory redemption of the Series 2026A Bonds (A-10) in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

In addition, in the event of an extraordinary mandatory redemption pursuant to Section 3.01(b)(iii) hereof, the District Manager, on behalf of the Issuer, shall calculate the Reserve Requirement (A-10) and the District Manager shall communicate the same to the Trustee and the Trustee shall apply any excess in the Series 2026A Reserve Account (A-10) toward such extraordinary mandatory redemption.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Account within the Bond Redemption Fund designated as the "Series 2026 Bond Redemption Account (A-10)" and within such Account, a "Series 2026A General Redemption Subaccount," a "Series 2026A Prepayment Subaccount," and a "Series 2026A Optional Redemption Subaccount." Except as otherwise provided in this Seventeenth Supplemental Indenture regarding Prepayments, moneys to be deposited into the Series 2026A Bond Redemption Account (A-10) as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2026A General Redemption Subaccount of the Series 2026A Bond Redemption Account (A-10) in the manner and order described in subparagraph (i) below. Any moneys on deposit in the Series 2026A Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2026A Bonds (A-10) pursuant to Section 3.01(a) hereof.

(h) Moneys that are deposited into the Series 2026A General Redemption Subaccount of the Series 2026A Bond Redemption Account (A-10) (including all earnings on investments held therein) shall be used to call Series 2026A Bonds (A-10) and for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof.

(i) Moneys in the Series 2026A Prepayment Subaccount of the Series 2026A Bond Redemption Account (A-10) (including all earnings on investments held in such subaccount) shall be used to call the Series 2026A Bonds (A-10) for redemption pursuant to the provisions of Section 3.01(b)(i) hereof. All interest due in regard to such Series 2026A Prepayment Principal

not received in connection with such Prepayment shall be paid from the Series 2026A Revenue Account (A-10). In addition, if the amount of the Prepayment is not sufficient to redeem a principal amount of the Series 2026A Bonds (A-10) in an Authorized Denomination to be redeemed, the Trustee shall be authorized to withdraw amounts from the Series 2026A Revenue Account (A-10) to round-up to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2026A Revenue Account (A-10) shall be made to pay interest on and/or round-up principal for the Series 2026A Bonds (A-10) for the redemption pursuant to Section 3.01(b)(i) if as a result the deposits required under Section 4.02 FIRST through SEVENTH cannot be made in full. The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Series 2026A Principal Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the Series 2026A Bonds (A-10) pursuant to Section 3.01(b)(i) at least forty-five (45) days prior to each applicable Quarterly Redemption Date.

(j) The Issuer hereby directs the Trustee to establish a Series 2026A Rebate Fund designated as the "Series 2026A Rebate Fund" when deposits are required to be made therein. Moneys shall be deposited into the Series 2026A Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

SECTION 4.02. Series 2026A Revenue Account (A-10). The Trustee shall transfer from amounts on deposit in the Series 2026A Revenue Account (A-10) to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each May 1 commencing [May 1, 2026,] to the Series 2026A Interest Account (A-10) of the Debt Service Fund, an amount from the Series 2026A Revenue Account (A-10) equal to the interest on the Series 2026A Bonds (A-10) becoming due on the next succeeding May 1, less any amount on deposit in the Series 2026A Interest Account (A-10) not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2026, to the Series 2026A Interest Account (A-10) of the Debt Service Fund, an amount from the Series 2026A Revenue Account (A-10) equal to the interest on the Series 2026A Bonds (A-10) becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2026A Interest Account (A-10) not previously credited;

THIRD, no later than the Business Day next preceding each May 1, commencing May 1, 20XX, to the Series 2026A Sinking Fund Account (A-10) of the Debt Service Fund, an amount from the Series 2026A Revenue Account (A-10) equal to the principal amount of Series 2026A Bonds (A-10) subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2026A Sinking Fund Account (A-10) not previously credited;

FOURTH, no later than the Business Day next preceding the May 1 which is a principal payment date for any Series 2026A Bonds (A-10), to the Series 2026A Principal Account (A-10) of the Debt Service Fund, an amount from the Series 2026A Revenue Account (A-10) equal to the principal amount of Series 2026A Bonds (A-10) Outstanding

maturing on such May 1, less any amounts on deposit in the Series 2026A Principal Account (A-10) not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2026A Bonds (A-10) are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2026A Revenue Account (A-10) to the Series 2026A Interest Account (A-10), the amount necessary to pay interest on the Series 2026A Bonds (A-10) subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2026A Bonds (A-10) remain Outstanding, to the Series 2026A Reserve Account (A-10), an amount from the Series 2026A Revenue Account (A-10) equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement (A-10) for the Series 2026A Bonds (A-10); and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining in the Series 2026A Revenue Account (A-10) after making the foregoing deposits shall be first deposited into the Series 2026A Costs of Issuance Account (A-10) to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2026A Bonds (A-10), then next shall be used pursuant to Section 4.01(i) hereof, if required, and last, any balance in the Series 2026A Revenue Account (A-10) shall remain on deposit in such Series 2026A Revenue Account (A-10), unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2026A Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

SECTION 4.03. Power to Issue Series 2026A Bonds (A-10) and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2026A Bonds (A-10), to execute and deliver the 2026A Indenture (A-10) and to pledge the Series 2026A Pledged Revenues for the benefit of the Series 2026A Bonds (A-10) to the extent and priority set forth herein. The Series 2026A Pledged Revenues (A-10) are not and shall not be subject to any other liens senior to or on a parity with the liens created in favor of the Series 2026A Bonds (A-10), except the Prior Bonds, but only with respect to the lien on the Assessment Area Two – Parcel A-10 Project Area and except as provided in Section 5.04 hereof. The Series 2026A Bonds (A-10) and the provisions of the 2026A Indenture (A-10) are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the 2026A Indenture (A-10) in the manner and priority established therein and all the rights of the Owners of the Series 2026A Bonds (A-10) under the 2026A Indenture (A-10) against all claims and demands of all persons whomsoever.

SECTION 4.04. Prepayments; Removal of Series 2026A Special Assessment Liens.

(a) At any time, any owner of property within the Assessment Area Two - Parcel A-10 Project Area, which property is subject to the Series 2026A Special Assessments (A-10) (i) may, at its option, or as a result of acceleration of the Series 2026A Special Assessments (A-10) because of non-payment thereof, or (ii) as a result of a true-up payment, shall require the Issuer to, reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2026A Special Assessments (A-10) by paying or causing there to be paid to the Issuer all

or a portion of the Series 2026A Special Assessments (A-10), which shall constitute Series 2026A Prepayment Principal, plus accrued interest to the next succeeding Quarterly Redemption Date (or the next succeeding Quarterly Redemption Date if such Prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date), attributable to the property subject to the Special Assessment owned by such owner.

(b) Upon receipt of Series 2026A Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Series 2026A Special Assessments (A-10) have been paid in whole or in part and that such Series 2026A Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2026A Bonds (A-10) pursuant to Section 3.01(b)(i) hereof at least forty-five (45) days prior to each Quarterly Redemption Date and will withdraw money from the Series 2026A Reserve Account (A-10) as a credit against the amount of Prepayment that is owed in an amount as directed by the Issuer. No credit shall be given if as a result the applicable Reserve Requirement (A-10) shall be less than is required after taking into account the proposed extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof. At any time such Prepayment is not in an integral multiple of $5,000, the Trustee shall withdraw moneys from the Series 2026A Revenue Account (A-10) to round-up to the next nearest integral multiple of $5,000 and deposit such amount into the Series 2026A Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the Series 2026A Revenue Account (A-10) unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

[END OF ARTICLE IV]

ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2026A Special Assessments (A-10). Pursuant to the terms and provisions of the Master Indenture and except as provided in the next succeeding sentence, the Issuer shall collect the Series 2026A Special Assessments (A-10) relating to the acquisition and construction of the Parcel A-10 Project pursuant to the uniform method of collection pursuant to Section 197.3632, Florida Statutes (herein, the "Uniform Method"). Pursuant to the terms and provisions of the Assessment Resolutions, the Issuer shall directly collect the Series 2026A Special Assessments (A-10) and levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted, unless the Trustee at the direction of the Bondholder Representative directs the Issuer otherwise, or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this Seventeenth Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2026A Special Assessments (A-10), and to levy the Series 2026A Special Assessments (A-10) in such manner as will generate funds sufficient to pay debt service on the Series 2026A Bonds (A-10) when due. All Series 2026A Special Assessments (A-10) that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to the applicable Interest Payment Date.

SECTION 5.02. Continuing Disclosure. Although the Series 2026B Bonds (A-10 – Phase One) are not subject to the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement with respect to both Series of the Series 2026 Bonds (A-10). The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default under the 2026A Indenture (A-10), but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2026A Accounts, Funds and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations and Liens. So long as the Series 2026 Bonds (A-10) are Outstanding, the Issuer covenants not to (i) issue any other Bonds or other debt obligations secured by the Series 2026 Special Assessments (A-10) except as provided below or incur any other indebtedness secured by other Special Assessments levied against the assessable lands within the Assessment Area Two - Parcel A-10 Project Area within the District, or (ii) except as provided below, permit any additional liens, including any liens arising from any Special Assessments, against the assessable lands within the Assessment Area Two - Parcel A-10 Project Area. Notwithstanding the foregoing covenants of the Issuer, the Issuer may issue other Bonds or debt obligations secured by Special Assessments levied on the assessable lands within the Assessment Area Two - Parcel A-10 Project Area for the following purposes:

(a) to refund the Series 2026A Bonds (A-10) in accordance with the provisions of this Seventeenth Supplemental Indenture;

(b) to issue additional bonds secured by Phase One and Phase Two of the Parcel A-10 Project to refund the Series 2026B Bonds (A-10 – Phase One) in accordance with the provisions of the Eighteenth Supplemental Indenture, subject to requirements set forth in paragraph (c) below.

(c) subject to the following additional requirements, to issue the herein defined Additional B Bonds (Parcel A-10) secured by Special Assessments levied on Phase Two of the Assessment Area Two – Parcel A-10 Project Area issued to finance Phase Two of the Parcel A-10 Project in one or more Series in a principal amount approved in writing by the Bondholder Representative (herein, the "Additional Series B Bonds (Parcel A-10 – Phase Two)"). Notwithstanding the foregoing, no Additional Series B Bonds (Parcel A-10 – Phase Two) shall be issued unless, in addition to having received approval in writing by the Bondholder Representative therefor, the Appraised Value of the As Completed Land is at least at a level equal to two (2) times the aggregate (i) principal amount of proposed Additional Series B Bonds (Parcel A-10 – Phase Two) and (ii) any outstanding debt on Phase Two, including a portion of the Prior Bonds and Series 2026A Bonds in the amount secured by Special Assessments levied on Phase Two. The term "Appraised Value" of the As Completed Land means the market value of the As Completed Land, as demonstrated by a third-party appraisal report in a form acceptable to the Bondholder Representative completed by a certified Member, Appraisal Institute appraiser commissioned by the Issuer and such appraiser has been approved by the Bondholder Representative.

(d) to issue additional Bonds, but subject to the additional bond requirements with respect to the Prior Bonds but without limit as to amount once the Series 2026A Special Assessments (A-10) have been Fully Absorbed, provided that no Series 2026B Bonds (A-10 – Phase One) and the Additional Series B Bonds (Parcel A-10 – Phase Two) remain Outstanding; and

(e) at any time to finance capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster through the issuance of Bonds or other debt obligations.

For purposes of this Section 5.04, the term Special Assessments means any non-ad valorem assessments including "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments," levied and collected by the Issuer under Section 190.021(3) of the Act.

It is understood that notwithstanding the foregoing, the Assessment Area Two – Parcel A-10 Project Area is and will be subject to other Special Assessments securing the Prior Bonds and that Phase One of the Assessment Area Two – Parcel A-10 Project Area will be subject to Special Assessments securing the Series 2026B Bonds (A-10 – Phase One).

Subject to the foregoing, the Issuer hereby grants to PHCC LLC (d/b/a Preston Hollow Community Capital) or its designee the exclusive right to purchase all but not less of the Additional Series B Bonds (Parcel A-10 – Phase Two) in a principal amount of not exceeding $16,000,000. Such right of purchase shall be subject to acceptable terms determined by the Issuer. In addition, such exclusive right shall terminate after the [one(1)] year anniversary from the date of issue of the Series 2026B Bonds (A-21 – Phase One). After such one-year period, the Issuer may, subject

to the conditions set forth in subparagraph (c) above, sell such Additional Series B Bonds (Parcel A-10 – Phase Two) to any other person.

SECTION 5.05. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent (50%) of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgement Regarding Series 2026A Acquisition and Construction Account (A-10) Moneys Following an Event of Default. In accordance with the provisions of the 2026A Indenture (A-10), upon the occurrence of an Event of Default with respect to the Series 2026A Bonds (A-10), the Series 2026A Bonds (A-10) are payable solely from the Series 2026A Pledged Revenues (A-10) and any other moneys held by the Trustee under the 2026A Indenture (A-10) for such purpose. Anything in the 2026A Indenture (A-10) to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2026A Bonds (A-10), (i) the Series 2026A Pledged Revenues (A-10) include, without limitation, all amounts on deposit in the Series 2026A Acquisition and Construction Account (A-10) of the Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2026A Pledged Revenues (A-10) may not be used by the Issuer (whether to pay costs of the Parcel A-10 Project or otherwise) without the consent of the Bondholder Representative, and (iii) the Series 2026A Pledged Revenues (A-10) may be used by the Trustee, at the direction or with the approval of the Bondholder Representative, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the 2026A Indenture (A-10). The Issuer also acknowledges and agrees that from and after an Event of Default, the Trustee is authorized to exercise the Issuer's rights under the Collateral Assignment at the direction of the Bondholder Representative but without the consent or approval of the Issuer and the Issuer covenants not to enter into any contract regarding the Parcel A-10 Project from and after the occurrence of an Event of Default without the written direction of the Bondholder Representative.

SECTION 5.07. Other Parcel A-10 Bonds. The owners (including beneficial owners) of the Series 2026A Bonds (A-10) agree and consent that in connection with the purchase and ownership of the Series 2026A Bonds (A-10), the Assessment Area Two - Parcel A-10 Project Area will be subject to Special Assessments securing the Other Parcel A-10 Bonds.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the 2026A Indenture (A-10). The Trustee agrees to act as Paying Agent, Registrar and Authenticating Agent for the Series 2026A Bonds (A-10).

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Seventeenth Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2026A Bonds (A-10), all of which are made solely by the Issuer. Except as otherwise expressly stated in this Seventeenth Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

SECTION 6.03. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of Seventeenth Supplemental Indenture. This Seventeenth Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2026A Bonds (A-10), and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Seventeenth Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and this Seventeenth Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this Seventeenth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts and Electronically Signed and/or Transmitted Signatures. This Seventeenth Supplemental Indenture may be executed in counterparts, and all counterparts together shall be construed as one document. Executed counterparts of this Seventeenth Supplemental Indenture with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via DocuSign or other electronic means may be used in the place of original signatures on this Seventeenth Supplemental Indenture. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this Seventeenth Supplemental Indenture. The parties to this Seventeenth Supplemental Indenture hereby waive any defenses to the enforcement of the terms of this Seventeenth Supplemental Indenture based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Seventeenth Supplemental Indenture.

SECTION 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Seventeenth Supplemental Indenture are hereby incorporated herein and made a part of this Seventeenth Supplemental Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2026A Bonds (A-10) or the date fixed for the redemption of any Series 2026A Bond (A-10) shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. Rights of Holders Upon an Event of Default. Notwithstanding any provision in the Master Indenture to the contrary, upon an Event of Default with respect to either of the Series 2026A Bonds (A-10) or the Series 2026B Bonds (A-10 – Phase One) or the Prior Bonds, under Section 10.02(a) and/or (b) of the Master Indenture, only the Majority Holders of each Series of the Series 2026 Bonds (A-10) and the Prior Bonds may direct the Trustee regarding remedial proceedings. With respect to any other Event of Default under Section 10.02 of the Master Indenture, the Series 2026A Bonds (A-10), the Series 2026B Bonds (A-10 – Phase One) and the Prior Bonds shall be treated as three (3) separate Series of Bonds pursuant to which any remedial proceedings are taken, subject to the rights of the Majority Holders of the applicable Series. The obligation of the Trustee to take action at the direction of the Majority Holders of the applicable Series is subject to the

rights of the Trustee to be indemnified as a condition for taking action or from refraining from action as provided in the Master Indenture.

SECTION 7.07. Allocation of Foreclosure Proceeds and Any Other Moneys. In the event proceeds from any foreclosure action are received by the Issuer as a result of a nonpayment of the Series 2026A Special Assessments (A-10) and/or the Series 2026B Special Assessments (A-10 – Phase One) and/or the Special Assessments with respect to the Prior Bonds on any parcel of land within the Assessment Area Two - Parcel A-10 Project Area subject to the Series 2026A Special Assessments (A-10), the Series 2026B Special Assessments (A-10 – Phase One), and the Special Assessments securing the Prior Bonds, any of which are being collected by way of a direct bill to the applicable landowner, the Issuer shall allocate such proceeds on a pro-rata basis. A pro-rata allocation will be determined based on the percentage of defaulted Series 2026A Special Assessments (A-10), defaulted Series 2026B Special Assessments (A-10 – Phase One) and defaulted Special Assessments securing the Prior Bonds to the total amount of defaulted Special Assessments securing the Series 2026 Bonds (A-10) and the Prior Bonds. In addition, if the Issuer or the Trustee receives any other moneys in the pursuit of remedies against the owner of any parcel of land within the Assessment Area Two - Parcel A-10 Project Area subject to the Series 2026A Special Assessments (A-10), Series 2026B Special Assessments (A-10 – Phase One) and the Special Assessments securing the Prior Bonds, as a result of non-payment, such other moneys shall also be distributed on a pro-rata basis. Notwithstanding the next preceding sentence, any moneys received from the sale of tax certificates pursuant to the Uniform Method shall not be distributed on a pro-rata basis if any of the Series 2026A Special Assessments (A-10), the Series 2026B Special Assessments (A-10 – Phase One) and/or the Special Assessments securing the Prior Bonds are being collected pursuant to the Uniform Method.

SECTION 7.08. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2026B Bonds (A-10 – Phase One) and the rights created under Section 7.07 and Section 7.08 hereof.

SECTION 7.09. Bond Pooling Program. The Issuer understands and acknowledges that the initial purchaser of the Series 2026A Bonds (A-10) will develop bond pooling programs (collectively, the "Bond Pooling Program"), pursuant to which a joint powers authority or other governmental unit or political subdivision of a state (the "Pool Bond Issuer") will, from time to time, issue bonds, notes or other evidences of indebtedness ("Pool Debt") and either apply proceeds of such Pool Debt to the purchase of bonds, notes or other evidences of indebtedness of states and political subdivisions thereof ("Local Bonds"), including Local Bonds such as the Series 2026A Bonds (A-10 - Phase One), or exchange such Pool Debt for such Local Bonds. The Issuer acknowledges that the initial purchaser of the Series 2026A Bonds (A-10) is coordinating the establishment of one or more Bond Pooling Programs and agrees that, in connection with the Bond Pooling Program, an owner of Series 2026A Bonds (A-10) may (a) at any time, sell all or a portion of such Series 2026A Bonds (A-10) of such owner to the Pool Bond Issuer, or exchange all or a portion of the Series 2026A Bonds (A-10) of such owner for Pool Debt, on such terms as may be agreed upon by such owner and the Pool Bond Issuer, and (b) in connection with any such sale or exchange, transfer such Series 2026A Bonds (A-10) so sold or exchanged to the Pool Bond Issuer, or to a commercial bank acting as trustee for the Pool Debt (the "Pool Bond Trustee").

The Issuer understands and acknowledges that (a) in connection with any such sale or exchange, only the debt service payments on the Series 2026A Bonds (A-10) so sold or exchanged

will be pledged to the payment of and as security for such Pool Debt, and (b) the Pool Bond Issuer or such Pool Bond Trustee, as applicable, as the owner of such Series 2026A Bonds (A-10) so sold or exchanged, will be entitled to exercise such rights as are granted to owners of Series 2026A Bonds (A-10) under the 2026A Indenture (A-10) and such Series 2026A Bonds (A-10). In connection with any Pool Debt or Series 2026A Bonds (A-10) that may become subject to an Internal Revenue Service audit, the Issuer agrees to cooperate, if necessary, with the Pool Bond Issuer in connection with any such audit of the Pool Debt provided that the Pool Bond Issuer likewise agrees to cooperate, if necessary, with the Issuer in connection with any audit of the Series 2026A Bonds (A-10). The Issuer shall not be responsible for any fees and expenses in connection with any audit of the Pool Debt and, in addition, shall have no additional liability with respect to such Pool Debt beyond what is set forth in the 2026A Indenture (A-10) and the Continuing Disclosure Agreement with respect to such pooling.

SECTION 7.10. Modification and Exchange of Series 2026B Bonds (A-10 - Phase One). At the written request of 100% of the beneficial owners of all the Series 2026A Bonds (A-10) to the Trustee and the Issuer, the Series 2026A Bonds (A-10) initially issued as one Term Bond for the Series 2026A Bonds (A-10), may be exchanged for Serial Bonds and/or other Term Bonds in Authorized Denominations provided that the resulting annual debt service shall not be increased above the current debt service on the Series 2026A Bonds (A-10). All fees and expenses incurred by the Issuer, the Underwriter, the Trustee and their respective agents with respect to such modification and exchange shall be paid by beneficial owners of the Series 2026A Bonds (A-10).

IN WITNESS WHEREOF, Avenir Community Development District has caused this Seventeenth Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by a Secretary of its Board of Supervisors and Regions Bank has caused this Seventeenth Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

Attest:

By:_____
Name: Virginia Cepero
Title: Chairperson, Board of Supervisors

By:_____
Name: Jason Pierman
Title: Secretary, Board of Supervisors

REGIONS BANK, as Trustee, Paying Agent and Registrar

By:_____
Name: Craig A. Kaye
Title: Vice President and Trust Officer

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

On this ____ day of _____, 2026, before me, by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Virginia Cepero, Chairperson of the Avenir Community Development District (the "Issuer"), who acknowledged that she did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is her free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that she appeared before me this day in person and acknowledged that she, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. She is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Notary Public, Print, Stamp or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

STATE OF FLORIDA)
) SS:
COUNTY PALM BEACH)

On this ____ day of _____, 2026, before me, by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Jason Pierman, Secretary of the Avenir Community Development District (the "Issuer"), who acknowledged that he did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is his free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Notary Public, Print, Stamp or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this ____ day of _____, 2026, before me by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Craig A. Kaye, a Vice President and Trust Officer of Regions Bank, as trustee (the "Trustee"), who acknowledged that he did so sign said instrument as such officer for and on behalf of the Trustee; that the same is his free act and deed as such officer and the free act and deed of the Trustee; that he appeared before me on this day in person and acknowledged that he, being thereunto duly authorized, signed, for the uses and purposes therein set forth. He is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Notary Public, Print, Stamp or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

EXHIBIT A

DESCRIPTION OF THE PARCEL A-10 PROJECT TO BE FINANCED IN PART WITH A PORTION OF THE SERIES 2026A BONDS (A-10)

As fully described in the Engineer's Report.

EXHIBIT B

[FORM OF SERIES 2026A BOND (A-10)]

RA-1 **$_____**

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF PALM BEACH
CITY OF PALM BEACH GARDENS
AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2026A
(PARCEL A-10 PROJECT)

Interest Rate	Maturity Date	Date of Original Issuance	CUSIP
	May 1, ____	_____ __, 2026	05357J

Registered Owner:----------Cede & Co.----------

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Avenir Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2026A Bonds (A-10) are in book-entry only form) at the designated corporate trust office of Regions Bank, in Jacksonville, Florida, as paying agent (said Regions Bank and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months), said principal payable on the first day of May of each year commencing [May] 1, 202X. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, located in Jacksonville, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1 (collectively, each an "Interest Payment Date"), commencing [May] 1, 2026 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as registrar (said Regions Bank and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to [May] 1, 2026, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such

defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the 2026A Indenture (A-10) (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the 2026A Indenture (A-10).

THE SERIES 2026A BONDS (A-10), AS DEFINED BELOW, BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE SERIES 2026A PLEDGED REVENUES (A-10) PLEDGED THEREFOR UNDER THE 2026A INDENTURE (A-10) AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF PALM BEACH GARDENS, FLORIDA (THE "CITY"), PALM BEACH COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE 2026A INDENTURE (A-10) TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2026A SPECIAL ASSESSMENTS (A-10) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the 2026A Indenture (A-10) until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the 2026A Indenture (A-10), of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Avenir Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), Ordinance No. 17-2016 enacted by the City Council of the City of Palm Beach Gardens, Florida on January 5, 2017, designated as "Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project)" (the "Series 2026A Bonds (A-10)"), in the aggregate principal amount of _____ MILLION _____ THOUSAND AND 00/100 DOLLARS ($_____) of like date, tenor and effect, except as to number. Simultaneously with the issuance of the Series 2026A Bonds (A-10), the Issuer has issued its Avenir Community Development District Special Assessment Bonds, Series 2026B (Parcel A-10 Project – Phase One) and its Avenir Community Development District Taxable Special Assessment Bonds, Series 2026B (A-10 – Phase One) (collectively, the "Series 2026B Bonds (A-10 – Phase One)" and, together with the Series 2026A Bonds (A-10), the "Series 2026 Bonds (A-10)"). The Series 2026A Bonds (A-10) are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to finance a portion of the Parcel A-10 Project. The Series 2026A Bonds (A-10) shall be issued as fully registered bonds in authorized denominations, as set forth in the 2026A Indenture (A-10). The Series 2026A Bonds (A-10) are issued under and secured by a Master Trust Indenture dated as of May 1, 2018 (the "Master Indenture"), by and between the Trustee and the District, as supplemented by a Seventeenth Supplemental Trust Indenture dated as of May 1, 2026 (the "Seventeenth

Supplemental Indenture" and together with the Master Indenture, the "2026A Indenture (A-10)"), by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida.

Reference is hereby made to the 2026A Indenture (A-10) for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2026A Bonds (A-10) issued under the 2026A Indenture (A-10), the operation and application of the Series 2026A Reserve Account (A-10) and other Funds, Accounts and subaccounts (each as defined in the 2026A Indenture (A-10) charged with and pledged to the payment of the principal of and the interest on the Series 2026A Bonds (A-10), the levy and the evidencing and certifying for collection, of the Series 2026A Special Assessments (A-10) securing the Series 2026A Bonds (A-10), the nature and extent of the security for the Series 2026A Bonds (A-10), the terms and conditions on which the Series 2026A Bonds (A-10) are issued, the rights, duties and obligations of the Issuer and of the Trustee under the 2026A Indenture (A-10), the conditions under which such 2026A Indenture (A-10) may be amended without the consent of the registered owners of the Series 2026A Bonds (A-10), the conditions under which such 2026A Indenture (A-10) may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2026A Bonds (A-10) outstanding, and as to other rights and remedies of the registered owners of the Series 2026A Bonds (A-10).

The owner of this Bond shall have no right to enforce the provisions of the 2026A Indenture (A-10) or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the 2026A Indenture (A-10) or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the 2026A Indenture (A-10).

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the 2026A Indenture (A-10), except for Series 2026A Special Assessments (A-10) to be assessed and levied by the Issuer as set forth in the 2026A Indenture (A-10).

By the acceptance of this Bond, the owner hereof assents to all the provisions of the 2026A Indenture (A-10).

This Bond is payable from and secured by Series 2026A Pledged Revenues (A-10), as such term is defined in the 2026A Indenture (A-10), all in the manner and priority provided in the 2026A Indenture (A-10). The 2026A Indenture (A-10) provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2026A Special Assessments (A-10) to secure and pay the Series 2026A Bonds (A-10).

The Series 2026A Bonds (A-10) are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2026A Bonds (A-10) shall be made on the dates specified below. Upon any redemption of Series 2026A Bonds (A-10) other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking

fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2026A Bonds (A-10) in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2026A Bonds (A-10). The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2026A Bonds (A-10) in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2026A Bonds (A-10) may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20XX (less than all Series 2026A Bonds (A-10) of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2026A Bonds (A-10) to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2026 Optional Redemption Subaccount of the Series 2026A Bond Redemption Account (A-10). If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2026A Bonds (A-10) to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2026A Bonds (A-10) is substantially level.

Mandatory Sinking Fund Redemption

The Series 2026A Bonds (A-10) are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026A Sinking Fund Account (A-10) on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2026A Bonds (A-10) redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2026A Indenture (A-10).

Year	**Mandatory Sinking Fund Redemption Amount**

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2026A Bonds (A-10) are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at an extraordinary mandatory Redemption Price equal to 100% of the principal amount of the Series 2026A Bonds (A-10) to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2026A Prepayment Principal deposited into the Series 2026A Prepayment Subaccount of the Series 2026A Bond Redemption Account (A-10) (taking into account the credit from the Series 2026A Reserve Account (A-10) pursuant to Section 4.04 of the Seventeenth Supplemental Indenture) following the payment in whole or in part of the Series 2026A Special Assessments (A-10) on any assessable property within the Assessment Area Two - Parcel A-10 Project Area within the District in accordance with the provisions of Section 4.04 of the Seventeenth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2026A Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2026A Rebate Fund, the Series 2026A Acquisition and Construction Account (A-10) and the Series 2026A Costs of Issuance Subaccount) sufficient to pay and redeem all Outstanding Series 2026A Bonds (A-10) and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2026A Acquisition and Construction Account (A-10) not otherwise reserved to complete the Parcel A-10 Project intended to be financed with a portion of the Series 2026A Bonds (A-10) and which have been transferred to the Series 2026A General Redemption Subaccount of the Series 2026A Bond Redemption Account (A-10).

Except as otherwise provided in the 2026A Indenture (A-10), if less than all of the Series 2026A Bonds (A-10) subject to redemption shall be called for redemption, the particular such Series 2026A Bonds (A-10) or portions of such Series 2026A Bonds (A-10) to be redeemed shall be selected as provided in the 2026A Indenture (A-10).

Notice of each redemption of the Series 2026A Bonds (A-10) is required to be given by the Trustee by Electronic Means or first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Series 2026A Bonds (A-10) to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the 2026A Indenture (A-10), the Series 2026A Bonds (A-10) or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2026A Bonds (A-10) or such portions thereof on such date, interest on such Series 2026A Bonds (A-10) or such portions thereof so called for redemption shall cease to accrue, such Series 2026A Bonds (A-10) or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the 2026A Indenture (A-10) and the Owners thereof shall have no rights in respect of such Series 2026A Bonds (A-10) or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the 2026A Indenture (A-10), but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Modifications or alterations of the 2026A Indenture (A-10) or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the 2026A Indenture (A-10).

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2026A Bond (A-10) which remain unclaimed for three (3) years after the date when such Series 2026A Bond (A-10) has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Series 2026A Bonds (A-10) becoming due at maturity or by call for redemption in the manner set forth in the 2026A Indenture (A-10), together with the interest accrued to the due date, the lien of such Series 2026A Bonds (A-10) as to the Trust Estate with respect to the Series 2026A Bonds (A-10) shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the 2026A Indenture (A-10).

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

The Issuer shall keep books for the registration of the Series 2026A Bonds (A-10) at the designated corporate trust office of the Registrar in Jacksonville, Florida. Subject to the restrictions contained in the 2026A Indenture (A-10), the Series 2026A Bonds (A-10) may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Series 2026A Bonds (A-10) is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Series 2026A Bond (A-10) in authorized form and in like aggregate principal amount in accordance with the provisions of the 2026A Indenture (A-10). Every Series 2026A Bond (A-10) presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2026A Bonds (A-10).

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Series 2026A Bond (A-10) shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Series 2026A Bond (A-10) shall be overdue) for the purpose of receiving payment of or on account of the principal of and interest on such Series 2026A Bond (A-10) as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2026A Bond (A-10) to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2026A Bonds (A-10) of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Avenir Community Development District has caused this Bond to be signed by the manual signature of the Chairperson of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of a Secretary of its Board of Supervisors, all as of the date hereof.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2026A Bonds (A-10) delivered pursuant to the within mentioned 2026A Indenture (A-10).

Date of Authentication: _____

REGIONS BANK, as Trustee

By:_____
Vice President and Trust Officer

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida, rendered on the 21st day of June, 2017 and by judgment of the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida, rendered on the 8th day of April, 2025.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By:_____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By:_____
Secretary, Board of Supervisors

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors Act_____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

_____

(please print or typewrite name and address of assignee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

_____

Please insert social security or other identifying number of Assignee.

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT C

FORMS OF REQUISITIONS

AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026A
(PARCEL A-10 PROJECT)

The undersigned, a Responsible Officer of the Avenir Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the "Trustee"), dated as of May 1, 2018, as supplemented by that certain Seventeenth Supplemental Trust Indenture dated as of March 1, 2026 (collectively, the "2026A Indenture (A-10)") (all capitalized terms used herein shall have the meaning ascribed to such term in the 2026A Indenture (A-10):

(A) Requisition Number:

(B) Amount Payable:

(C) Purpose for which paid or incurred:

(D) Account from which disbursement to be made:

Series 2026A Acquisition and Construction Account (A-10)

The undersigned hereby certifies that:

1. this requisition is for the acquisition of the Parcel A-10 Project payable from the Series 2026A Acquisition and Construction Account (A-10) that has not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2026A Acquisition and Construction Account (A-10).

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By:_____
Responsible Officer

Date: _____

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the A-10 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer

AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026A
(PARCEL A-10 PROJECT)

(Costs of Issuance)

The undersigned, a Responsible Officer of the Avenir Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the "Trustee"), dated as of May 1, 2018, as supplemented by that certain Seventeenth Supplemental Trust Indenture dated as of March 1, 2026 (collectively, the "2026A Indenture (A-10)") (all capitalized terms used herein shall have the meaning ascribed to such term in the 2026A Indenture (A-10):

(A) Requisition Number:

(B) Amount Payable:

(C) Purpose for which paid or incurred: Costs of Issuance:

(D) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2026A Costs of Issuance Account (A-10)

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Series 2026A Costs of Issuance Account (A-10) that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2026A Costs of Issuance Subaccount;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2026A Bonds (A-10); and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By:_____
Responsible Officer

Date:_____

EXHIBIT D

FORM OF INVESTOR LETTER

[Date]

Board of Supervisors of the Avenir
Community Development District ("District")
c/o Special District Services, Inc.
The Oaks Plaza
2501A Burns Road
Palm Beach Gardens, FL 33410

Regions Bank, as Trustee
Jacksonville, Florida

Re: $_____ Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project) (the "Series 2026A Bonds")

Ladies and Gentlemen:

The undersigned is authorized to sign this letter on behalf of PHCC LLC (d/b/a Preston Hollow Community Capital, as initial purchaser (the "Purchaser") of the above referenced Series 2026A Bonds, and does hereby represent and agree as follows:

1. The Purchaser has authority to purchase the Series 2026A Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Series 2026A Bonds.

2. The Series 2026A Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), and the Series 2026A Indenture (as defined below) governing the Series 2026A Bonds have not been qualified under the Trust Indenture Act of 1939, as amended.

3. The Purchaser is an institutional "Accredited Investor" within the meaning of Chapter 517, Florida Statutes, as amended, and Regulation D under the Securities Act and a "Qualified Institutional Buyer" within the meaning of Rule 144A under the Securities Act, which has sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Series 2026A Bonds, and which can bear the economic risk of its investment in the Series 2026A Bonds. The Purchaser understands that it may be required to bear the risks of this investment in the Series 2026A Bonds for an indefinite time, as there may be no market for the Series 2026A Bonds.

4. The Series 2026A Bonds are being acquired by the Purchaser for its own account for investment purposes and not with a view to distribute the Series 2026A Bonds or any part

thereof. The Purchaser does not have any agreement or understanding, directly or indirectly, with any person to distribute any of the Series 2026A Bonds.

5. The Purchaser understands that the Series 2026A Bonds are not registered under the 1933 Act and that such registration is not legally required as of the date hereof; and further understands that the Series 2026A Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) are not presently rated.

6. The Purchaser acknowledges that it has made its own inquiry and analysis with respect to the Series 2026A Bonds and security therefor, that it has received the documents executed or adopted by the District and the Developer in connection with the Series 2026A Bonds and other documents it has requested, including but not limited to the Private Placement Memorandum dated _____, 2026 and all Appendices thereto, to which a reasonable investor would consider important in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the District, the Parcel A-10 Project (as defined in the Series 2026A Indenture) and the Series 2026A Bonds and the security therefor so that, as a reasonable investor based upon the information provided, the Purchaser has been able to make its decision to purchase the Series 2026A Bonds.

7. Although the Purchaser does not intend at this time to distribute all or any part of the Series 2026A Bonds, the Purchaser acknowledges that it has the right to sell and transfer the Series 2026A Bonds, in accordance with terms and conditions of the Series 2026A Indenture. The Purchaser acknowledges that it is solely responsible for compliance, and covenants and agrees with the District that it will comply with the Series 2026A Indenture and all applicable federal or state securities laws then in effect with respect to any subsequent sale, transfer or other disposition of the Series 2026A Bonds (without involving the District in any manner).

8. The Purchaser acknowledges that the Series 2026A Bonds are limited obligations of the District, payable solely from the Series 2026A Pledged Revenues (as defined in the Series 2026A Indenture) with respect to the Series 2026A Bonds as described in the Series 2026A Indenture and neither the property, the full faith and credit, nor the taxing power of the District, the City of Palm Beach Gardens, Florida (the "City"), Palm Beach County, Florida (the "County"), the State of Florida (the "State"), or any other political subdivision thereof, is pledged as security for the payment of the Series 2026A Bonds, except that the District is obligated under the Series 2026A Indenture to levy and to evidence and certify, or cause to be certified, for collection, applicable Series 2026A Special Assessments to secure and pay the Series 2026A Bonds. The Series 2026A Bonds do not constitute an indebtedness of the District, the City, the County, the State, or any other political subdivision thereof within the meaning of any constitutional or statutory provision or limitation.

The Purchaser understands and agrees that Parcel A-10 will also be subject to other special assessments and liens relating to the District's Other Parcel A-10 Bonds (as such term is defined in the Series 2026A Indenture).

Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Master Trust Indenture, dated as of May 1, 2018 (the "Master Indenture"), as

supplemented, with respect to the Series 2026A Bonds, by a Seventeenth Supplemental Trust Indenture dated as of March 1, 2026 (the "Seventeenth Supplemental Indenture" and together with the Master Indenture, the "Series 2026A Indenture"), with respect to the Series 2026A Bonds, each by and between the District and the Trustee.

PHCC LLC (d/b/a Preston Hollow
Community Capital)

By: _____
Name: _____
Title: _____

EIGHTEENTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

AVENIR COMMUNITY DEVELOPMENT DISTRICT

AND

REGIONS BANK

as Trustee

Dated as of May 1, 2026

Authorizing and Securing

$_____
AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026B
(PARCEL A-10 PROJECT)

AND

$_____
AVENIR COMMUNITY DEVELOPMENT DISTRICT
TAXABLE SPECIAL ASSESSMENT BONDS, SERIES 2026B
(PARCEL A-10 PROJECT)

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EXHIBIT A LEGAL DESCRIPTION
EXHIBIT B FORMS OF SERIES 2026B BONDS (A-10)
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EXHIBIT D FORM OF INVESTOR LETTER

THIS EIGHTEENTH SUPPLEMENTAL TRUST INDENTURE (the "Eighteenth Supplemental Indenture"), dated as of May 1, 2026 between the AVENIR COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and REGIONS BANK, a banking corporation duly organized and existing under the laws of the State of Alabama and having a designated corporate trust office in Jacksonville, Florida, as trustee (said banking corporation and any bank or trust company becoming successor trustee under this Eighteenth Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 17, 2016 enacted by the City Council of the City of Palm Beach Gardens, Florida (the "City"), on January 5, 2017 (the "Ordinance"); and

WHEREAS, the premises governed by the Issuer, as described more fully in the Ordinance, consisting of approximately 2,427.50+/- acres of land (herein, the "District Lands" or "District"), are located entirely within the incorporated area of the City; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands and, has on March 30, 2017, adopted Resolution No. 2017-18 anticipated the issuance from time to time of Special Assessment Bonds (the "Bonds") in the aggregate principal amount of not exceeding $360,000,000; and

WHEREAS, the Issuer subsequently adopted Resolution No. 2024-14 on April 21, 2024, authorizing a principal amount of not exceeding $150,000,000 of Second Amendment Bonds in one or more Series; and

WHEREAS, the herein defined Series 2026A Bonds (A-10) will be issued pursuant to the authorization provided in both Resolution No. 2017-18 and Resolution No. 2024-14; and

WHEREAS to coincide with the different phases of development, the Issuer has determined it necessary to create separate and distinct assessment areas within the District currently known as "Assessment Area One," "Assessment Area Two" and "Assessment Area Three"; and

WHEREAS, the Issuer has previously issued multiple series of Bonds to finance certain public infrastructure to serve Assessment Area One (collectively referred to as the "Prior Assessment Area One Bonds"), to serve portions of Assessment Area Two (the "Prior Assessment Area Two Bonds") and to serve portions of Assessment Area Three (the "Prior Assessment Area Three Bonds"); and

WHEREAS, the Prior Assessment Area One Bonds, the Prior Assessment Area Two Bonds and the Prior Assessment Area Three Bonds were issued pursuant to the herein referenced Master Trust Indenture and various related Supplemental Trust Indentures; and

WHEREAS, the Issuer has decided to undertake the design, acquisition, construction costs of certain additional public infrastructure improvements to be located in or for the benefit of the assessable lands within Parcel A-10 within Assessment Area Two (herein, the "Assessment Area Two – Parcel A-10 Project Area") within the District including, but not limited to, stormwater management and control facilities, including but not limited to earthwork, roadway improvements, water and wastewater systems; the differential cost of undergrounding certain utilities; hardscaping, landscaping and irrigation to be financed with the Series 2026B Bonds (A-10) (as herein defined) and related incidental costs, pursuant to the Act (collectively, the "Parcel A-10 Project"); and

WHEREAS, the Issuer has, pursuant to Resolution No. 2026-01, adopted on [March 26], 2026, determined to issue two Series of Bonds under the Master Indenture dated as May 1, 2018, by and between the Issuer and the Trustee (the "Master Indenture") and this Eighteenth Supplemental Indenture designated as the Avenir Community Development District Special Assessment Bonds, Series 2026B (Parcel A-10 Project) in the principal amount of not exceeding $38,000,000 (the "Tax-Exempt Series 2026B Bonds (A-10)"), and designated as the Avenir Community Development District Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project) in the principal amount of not exceeding $6,000,000 (the "Taxable Series 2026B Bonds (A-10)" and, together with the Tax-Exempt Series 2026B Bonds (A-10), the "Series 2026B Bonds (A-10 ")) pursuant to the Master Indenture and this Eighteenth Supplemental Indenture (hereinafter sometimes collectively referred to as the "2026B Indenture (A-10)") to finance a portion of the herein defined Parcel A-10 Project; and

WHEREAS, in the manner provided herein, the gross proceeds of the Series 2026B Bonds (A-10) will be used to provide funds for (i) the financing of the costs of acquiring and/or constructing a portion of the Parcel A-10 Project, (ii) paying interest on the Series 2026B Bonds (A-10) through at least November 1, 2027, (iii) the funding of the Series 2026B Reserve Accounts (A-10) (as herein defined), and (iv) the payment of the costs of issuance of the Series 2026B Bonds (A-10); and

WHEREAS, the Series 2026B Bonds (A-10) will be secured by a pledge of Series 2026B Pledged Revenues (A-10) (as hereinafter defined) in the manner provided herein.

NOW, THEREFORE, THIS EIGHTEENTH SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2026B Bonds (A-10), the security and payment of the principal or Redemption Price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2026B Bonds (A-10), and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2026B Bonds (A-10) by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Regions Bank, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2026B Pledged Revenues (A-10) as security for the payment of the principal or Redemption Price of (as the case may be)

and interest on the Series 2026B Bonds (A-10) issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the 2026B Indenture (A-10) with respect to the Series 2026B Bonds (A-10).

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2026B Bonds (A-10) issued under this Eighteenth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Eighteenth Supplemental Indenture) of any one Series 2026B Bond (A-10) over any other Series 2026B Bond (A-10), all as provided in the 2026B Indenture (A-10).

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or Redemption Price of the Series 2026B Bonds (A-10) issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2026B Bonds (A-10) and the 2026B Indenture (A-10), according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the 2026B Indenture (A-10) to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Eighteenth Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Eighteenth Supplemental Indenture to be and remain in full force and effect.

ARTICLE I
DEFINITIONS

In this Eighteenth Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"Acquisition Agreement" shall mean that certain Assignment and Acquisition Agreement, by and between the Issuer and the Developer relating to the construction and acquisition of the Parcel A-10 Project, as described in the Engineer's Report.

"Act" shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended and supplemented from time to time, and any successor statute thereto.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the Series 2026B Bonds (A-10), relating to certain restrictions on arbitrage under the Code with respect to the Series 2026A Bonds (Parcel A-10 Project) and Tax-Exempt Series 2026B Bonds (A-10).

"Assessment Area Two – Parcel A-10 Project Area" shall mean Parcel A-10 within Assessment Area Two which will be the assessment area securing the Series 2026B Bonds (A-10) consisting of approximately 109.402 gross acres.

"Assessment Area Two" shall mean a designated assessment area within the District representing Parcel A-10, Parcel A-15, Parcel A-18, Parcel A-20, Parcel A-21, the Panther National Parcels 12, 13 & 14, the Panther National Golf Course Tract I and II and the Charter School Parcel totaling approximately 889.96 acres.

"Assessment Resolutions" shall mean, with respect to the Series 2026B Special Assessments (A-10), Resolution No. 2024-17, Resolution No. 2024-18 and Resolution No. 2025-02 of the Issuer adopted on November 21, 2024, November 21, 2024 and January 23, 2026, respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean, with respect to each Series of the Series 2026B Bonds (A-10), in the denominations of $5,000 and any integral multiple thereof provided, however, if any initial beneficial owner does not purchase at least $100,000 of the Series 2026B Bonds (A-10) at the time of initial delivery of the Series 2026B Bonds (A-10), such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2026B Bonds (A-10) the investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an "accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

"Bondholder Representative" shall mean (i) PHCC LLC (d/b/a Preston Hollow Community Capital), as the initial beneficial owner of the Series 2026B Bonds (A-10), or its designee, and (ii) thereafter, if PHCC LLC (d/b/a Preston Hollow Community Capital), together with its affiliates, collectively owns, directly or indirectly, less than 50% of the aggregate Outstanding principal amount of the Series 2026B Bonds (A-10), then the Bondholder Representative shall be the Person appointed by the beneficial owners of more than fifty percent (50%) of the Outstanding Series 2026B Bonds (A-10). During any period in which no Bondholder Representative has been appointed, references in this Eighteenth Supplemental Indenture to the Bondholder Representative shall be deemed to be references to the Majority Holders.

"Bonds" shall mean the Issuer's Special Assessments Bonds issued pursuant to the Master Indenture.

"Collateral Assignment" shall mean that certain instrument executed by the Developer in favor of the Issuer whereby all of the development related documents necessary to complete development within the Assessment Area Two - Parcel A-10 Project Area (comprising all of the development planned for the Parcel A-10 Project) are collaterally assigned as security for the Developer's obligation to pay the Series 2026 Special Assessments (A-10) imposed against the assessable lands within the Assessment Area Two - Parcel A-10 Project Area therein owned by Developer from time to time.

"Consulting Engineer" shall mean Ballbé & Associates, Inc., the Issuer's consulting engineer.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2026 Bonds (A-10), dated the date of delivery of the Series 2026 Bonds (A-10), by and among the Issuer, the Developer, the dissemination agent named therein and joined by the other parties named therein, in connection with the issuance of the Series 2026 Bonds (A-10).

"Developer" shall mean Avenir Development, LLC, a Florida limited liability company, as the developer of the lands within the Assessment Area Two - Parcel A-10 Project Area.

"District Manager" shall mean Special District Services, Inc., and its successors and assigns.

"Engineer's Report" shall mean the Supplemental Engineer's Report (Parcel A-10 Project) dated March 26, 2026 prepared by the Consulting Engineer, as amended and supplemented from time to time.

"Initial Purchaser" shall mean PHCC LLC (d/b/a Preston Hollow Community Capital).

"Interest Payment Date" shall mean March 1 and November 1 of each year, commencing November 1, 2026 and any other date the principal of the Series 2026B Bonds (A-10) is paid, including any Quarterly Redemption Date.

"Majority Holders" means the beneficial owners of more than fifty percent (50%) of the aggregate Outstanding principal amount of the Series 2026B Bonds (A-10).

"Master Indenture" shall mean the Master Trust Indenture, dated as of May 1, 2018, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2026B Bonds (A-10) (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2026B Bonds (A-10) as specifically defined in this Eighteenth Supplemental Indenture).

"Other Parcel A-10 Bonds" shall mean the Prior Bonds and the Series 2026A Bonds (A-10).

"Parcel A-10 Project" shall mean the capital improvement plan described in the Engineer's Report.

"Paying Agent" shall mean Regions Bank, and its successors and assigns as Paying Agent hereunder.

"Prepayment" shall mean the payment by any owner of property within the Assessment Area Two – Parcel A-10 Project Area of the amount of Series 2026B Special Assessments (A-10) encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term "Prepayment" also means any proceeds received as a result of accelerating and/or foreclosing the Series 2026B Special Assessments (A-10). "Prepayments" shall include, without limitation, Series 2026B Prepayment Principal.

"Prior Bonds" shall mean the Issuer's Subordinate Special Assessment Bonds, Series 2021A-2 (Assessment Area Two – 2021A Project) secured by the Special Assessments levied on the lands within the Assessment Area Two – Parcel A-10 Project Area.

"Pro-Rata" shall mean the ratio of the initial deposits into the Series 2026A Acquisition and Construction Account (A-10), as defined in the Seventeenth Supplemental Indenture, and Tax-Exempt Series 2026B Acquisition and Construction Account (A-10) which is approximately _____% from the Series 2026A Acquisition and Construction Account (A-10) and approximately _____% from the Tax-Exempt Series 2026B Acquisition and Construction Account (A-10).

"Quarterly Redemption Date" shall mean a February 1, May 1, August 1 and November 1 of any calendar year.

"Redemption Price" shall mean the principal amount of any Series 2026B Bond payable upon redemption thereof pursuant to this Eighteenth Supplemental Indenture.

"Registrar" shall mean Regions Bank and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Resolution" shall mean (i) Resolution No. 2017-18 of the Issuer adopted on March 30, 2017 authorizing the issuance of special assessment bonds to finance the capital projects in the amount of not exceeding $360,000,000 and Resolution No. 2024-14 adopted on April 21, 2024 authorizing the issuance of special assessment bonds to finance the capital projects in the amount of not exceeding $150,000,000, (ii) Resolution 2026-01 of the Issuer adopted on March 26, 2026, pursuant to which the Issuer authorized the issuance of its Special Assessment Bonds, Series 2026A (Parcel A-10 Project) in a principal amount of not exceeding $7,000,000, the issuance of its Tax-Exempt Series 2026B Bonds (A-10) in a principal amount not exceeding $38,000,000, and its Taxable Series 2026B Bonds (A-10) in a principal amount not exceeding $6,000,000 specifying the details of the Series 2026B Bonds (A-10) and authorizing the limited offering of the Series 2026 Bonds (A-10) by the Underwriter, pursuant to the parameters set forth therein.

"Series 2026 Special Assessments (A-10)" shall mean collectively, the Series 2026A Special Assessments (A-10) and the Series 2026B Special Assessments (A-10).

"Series 2026A Bonds (A-10)" shall mean the Issuer's Special Assessment Bonds, Series 2026A (Parcel A-10 Project) issued pursuant to the Seventeenth Supplemental Indenture.

"Series 2026A Acquisition and Construction Account (A-10)" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of the Seventeenth Supplemental Indenture.

"Series 2026A Special Assessments (A-10)" shall mean the Special Assessments levied on the assessable lands within the Assessment Area Two - Parcel A-10 Project Area within the District pursuant to the Assessment Resolutions relating to the Series 2026A Bond (A-10) as a result of the Issuer's financing the acquisition of a portion of the Parcel A-10 Project, corresponding in

amount to the debt service on the Series 2026A Bonds (A-10) and designated as such in the methodology report relating thereto.

"Series 2026B Acquisition and Construction Accounts (A-10)" shall mean the Accounts so designated, established as separate Accounts within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Eighteenth Supplemental Indenture consisting of the Tax-Exempt Series 2026B Acquisition and Construction Account (A-10) and the Taxable Series 2026B Acquisition and Construction Account (A-10) hereby created and established pursuant to Section 4.01(a) hereof.

"Series 2026B Bond Redemption Account (A-10)" shall mean the Series 2026 Bond Redemption Account (A-10) established as a separate Account within the Debt Service Fund pursuant to Section 4.01(g) of this Eighteenth Supplemental Indenture.

"Series 2026B Bonds (Parcel A-10 Project)" shall mean collectively the Issuer's Tax-Exempt Special Assessment Bonds, Series 2026B (Parcel A-10 Project) and the Issuer's Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project) issued pursuant to the 2026B Indenture (A-10).

"Series 2026B Costs of Issuance Accounts (A-10)" shall mean the Accounts so designated, established as separate Accounts within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Eighteenth Supplemental Indenture consisting of the Tax-Exempt Series 2026B Costs of Issuance Account (A-10) and the Taxable Series 2026B Costs of Issuance Account (A-10).

"Series 2026B General Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2026B Bond Redemption Account (A-10) pursuant to Section 4.01(g) of this Eighteenth Supplemental Indenture.

"Series 2026B Interest Accounts (A-10)" shall mean the Accounts so designated, established as separate Accounts within the Debt Service Fund pursuant to Section 4.01(d) of this Eighteenth Supplemental Indenture consisting of the Tax-Exempt Series 2026B Interest Account (A-10) and the Taxable Series 2026B Interest Account (A-10).

"Series 2026B Pledged Revenues (A-10)" shall mean (a) all revenues received by the Issuer from Series 2026B Special Assessments (A-10) levied and collected on the assessable lands within the Assessment Area Two - Parcel A-10 Project Area within the District including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2026B Special Assessments (A-10) or from the issuance and sale of tax certificates with respect to such Series 2026B Special Assessments (A-10), and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the 2026B Indenture (A-10) created and established with respect to or for the benefit of the Series 2026B Bonds (A-10); provided, however, that Series 2026B Pledged Revenues (A-10) shall not include (A) any moneys transferred to the Series 2026B Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2026 Costs of Issuance Accounts (A-10), and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the 2026B Indenture (A-10) shall not apply to any

of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). Notwithstanding the foregoing, moneys on deposit in the Series 2026B Tax-Exempt Acquisition and Construction Account (A-10), the Tax-Exempt Series 2026B Interest Account (A-10), the Tax-Exempt Series 2026B Principal Account (A-10), the Tax-Exempt Series 2026B Sinking Fund Account (A-10), and the Tax-Exempt Series 2026B Reserve Accounts (A-10) are not pledged to pay debt service on the Taxable Series 2026 Bonds (A-10) or on the Series 2026A Bonds (A-10).

"Series 2026B Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2026B Special Assessments (A-10) being prepaid pursuant to Section 4.04 of this Eighteenth Supplemental Indenture or as a result of an acceleration of the Series 2026B Special Assessments (A-10) pursuant to Section 170.10, Florida Statutes, if such Series 2026B Special Assessments (A-10) are being collected through a direct billing method.

"Series 2026B Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2026B Bond Redemption Account (A-10) pursuant to Section 4.01(g) of this Eighteenth Supplemental Indenture.

"Series 2026B Principal Accounts (A-10)" shall mean the Accounts so designated, established as separate Accounts within the Debt Service Fund pursuant to Section 4.01(c) of this Eighteenth Supplemental Indenture consisting of the Tax-Exempt Series 2026B Principal Account (A-10) and the Taxable Series 2026B Principal Account (A-10).

"Series 2026B Rebate Fund" shall mean the Fund so designated, established as a separate Fund pursuant to Section 4.01(j) of this Eighteenth Supplemental Indenture.

"Series 2026B Reserve Accounts (A-10)" shall mean the Accounts so designated established as separate Accounts within the Reserve Fund pursuant to Section 4.01(f) of this Eighteenth Supplemental Indenture consisting of the Tax-Exempt Series 2026B Reserve Account (A-10) and the Taxable Series 2026B Reserve Account (A-10) hereby created and established pursuant to Section 4.01(f) hereof.

"Series 2026B Reserve Requirement (A-10)" or "Reserve Requirement (A-10)" shall mean an amount equal to fifty percent (50%) of the maximum annual interest on the Series 2026B Bonds determined on the date of issue. Any amount in the Tax-Exempt Series 2026B Reserve Account (A-10) may, upon final maturity or redemption of all Outstanding Tax-Exempt Series 2026B Bonds (A-10) be used to pay principal of and interest on the Tax-Exempt Series 2026B Bonds (A-10) at that time. Any amount in the Taxable Series 2026B Reserve Account (A-10) may, upon final maturity or redemption of all Outstanding Taxable Series 2026 Bonds (A-10) be used to pay principal of and interest on the Taxable Bonds (A-10) at that time. The Series 2026B Reserve Requirement (A-10) shall be equal to $_____, consisting of $_____ relating to the Tax-Exempt Series 2026B Bonds and $_____ relating to the Taxable Series 2026B Bonds.

"Series 2026B Revenue Account (A-10)" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Eighteenth Supplemental Indenture.

"Series 2026B Sinking Fund Accounts (A-10)" shall mean the Accounts so designated, established as separate Accounts within the Debt Service Fund pursuant to Section 4.01(e) of this

Eighteenth Supplemental Indenture consisting of the Tax-Exempt Series 2026B Sinking Fund Account (A-10) and the Taxable Series 2026B Sinking Fund Account (A-10).

"Series 2026B Special Assessments (A-10)" shall mean the Special Assessments levied on the assessable lands within the Assessment Area Two - Parcel A-10 Project Area within the District pursuant to the Assessment Resolutions relating to the Series 2026B Bonds (A-10) as a result of the Issuer's financing the acquisition of a portion of the Parcel A-10 Project, corresponding in amount to the debt service on the Series 2026B Bonds (A-10) and designated as such in the methodology report relating thereto.

"Seventeenth Supplemental Indenture" shall mean that certain Seventeenth Supplemental Trust Indenture dated as of May 1, 2026 pursuant to which the Series 2026A Bonds (Parcel A-10 Project) will be issued.

"2026B Indenture (A-10)" shall mean collectively, the Master Indenture and this Eighteenth Supplemental Indenture.

"Underwriter" shall mean FMSbonds, Inc. with respect to the Series 2026A Bonds (Parcel A-10) and the Series 2026B Bonds (A-10)).

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the forms of Series 2026B Bonds (A-10)), refer to the entire 2026B Indenture (A-10).

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

ARTICLE II
THE SERIES 2026B BONDS (A-10)

SECTION 2.01. Amounts and Terms of Series 2026B Bonds (A-10); Issue of Series 2026B Bonds (A-10). No Series 2026B Bonds (A-10) may be issued under this Eighteenth Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2026B Bonds (A-10) that may be issued under this Eighteenth Supplemental Indenture is expressly limited to $_____ of which $_____ shall be with respect to the Tax-Exempt Series 2026B Bonds (A-10) and $_____ shall be with respect to the Taxable Series 2026B Bonds (A-10). Each Series of the Series 2026B Bonds (A-10) shall be numbered RBTE-1 and RBTX-1 and upwards, respectively.

(b) Any and all Series 2026B Bonds (A-10) shall be issued substantially in the forms attached hereto as Exhibit B, and with such appropriate variations, omissions and insertions as are permitted or required by the 2026B Indenture (A-10) and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2026B Bonds (A-10) upon execution of this Eighteenth Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture and Section 2.09 of this Eighteenth Supplemental Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2026B Bonds (A-10) and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2026B Bonds (A-10) shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2026B Bonds (A-10) shall be authenticated as set forth in the Master Indenture. No Series 2026B Bond (A-10) shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2026B Bonds (A-10).

(a) The Series 2026B Bonds (A-10) are being issued hereunder in order to provide moneys, (i) to finance a portion of the Parcel A-10 Project, (ii) to fund interest on the Series 2026B Bonds (A-10) through at least November 1, 2027, (iii) to fund the Series 2026B Reserve Accounts (A-10) in an amount equal to the initial Series 2026B Reserve Requirement (A-10); and (iv) to pay the costs of issuance of the Series 2026B Bonds (A-10). The Series 2026B Bonds (A-10) shall be designated "Avenir Community Development District Special Assessment Bonds, Series 2026B (Parcel A-10 Project)" and "Avenir Community Development District Taxable Special Assessment Bonds, Series 2026B (A-10") and shall be issued as fully registered bonds without coupons in the designated Authorized Denominations.

(b) The Series 2026B Bonds (A-10) shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2026B Bonds (A-10) shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2026B Bonds (A-10) shall be payable from the most recent Interest Payment Date next preceding the date of

authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2026, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Eighteenth Supplemental Indenture in connection with a book entry only system of registration of the Series 2026B Bonds (A-10), the principal or Redemption Price of the Series 2026B Bonds (A-10) shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2026B Bonds (A-10). Except as otherwise provided in Section 2.07 of this Eighteenth Supplemental Indenture in connection with a book entry only system of registration of the Series 2026B Bonds (A-10), the payment of interest on the Series 2026B Bonds (A-10) shall be made on each Interest Payment Date to the Owners of the Series 2026B Bonds (A-10) by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2026B Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2026B Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given by Electronic Means or mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2026B Bonds (A-10) in an aggregate principal amount of at least $1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Details of the Series 2026B Bonds (A-10).

(a) The Series 2026B Bonds (A-10) will mature on May 1 in the year and in the principal amount, and bear interest at the rate all as set forth below, subject to the right of prior redemption in accordance with their terms.

Tax-Exempt Series 2026B Bonds (A-10)

Year	Amount	Interest Rate
20__*	$_____	_____%

_____
*Term Bond

Taxable Series 2026B Bonds (A-10)

Year	Amount	Interest Rate
20__*	$_____	_____%

_____
*Term Bond

(b) Interest on the Series 2026B Bonds (A-10) will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2026B Bonds (A-10) on the day before the default occurred.

SECTION 2.06. Disposition of Proceeds. From the net proceeds of the Series 2026B Bonds (A-10) in the amount of $_____ with respect to the Tax-Exempt Series 2026B Bonds (A-10) and $_____ with respect to the Taxable Series 2026B Bonds (A-10), the following deposits shall be made on the date of issuance of the Series 2026B Bonds (A-10):

(a) $_____ derived from the net proceeds of the Tax-Exempt Series 2026B Bonds (A-10) shall be deposited in the Tax-Exempt Series 2026B Acquisition and Construction Account (A-10) of the Acquisition and Construction Fund and $_____ derived from the gross proceeds of the Taxable Series 2026B Bonds (A-10) shall be deposited in the Taxable Series 2026B Acquisition and Construction Account (A-10) of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture, Section 4.01(a) of this Eighteenth Supplemental Indenture and the terms of the Acquisition Agreement to purchase a portion of the Parcel A-10 Project;

(b) $_____ derived from the net proceeds of the Tax-Exempt Series 2026B Bonds (A-10) shall be deposited into the Tax-Exempt Series 2026B Debt Service Reserve Account (A-10) and $_____ derived from the net proceeds of the Taxable Series 2026B Bonds (A-10) shall be deposited into the Taxable Series 2026B Debt Service Reserve Account (A-10);

(c) $_____ derived from the net proceeds of the Tax-Exempt Series 2026B Bonds (A-10) shall be deposited into the Tax-Exempt Series 2026B Interest Account (A-10) and $_____ derived from the net proceeds of the Taxable Series 2026B Bonds (A-10) shall be deposited into the Taxable Series 2026B Interest Account (A-10); and

(d) $_____ derived from the remaining net proceeds of the Tax-Exempt Series 2026B Bonds (A-10) shall be deposited in the Tax-Exempt Series 2026B Costs of Issuance

Account (A-10) to pay the costs of issuing the Tax-Exempt Series 2026B Bonds (A-10) and $_____ derived from the remaining net proceeds of the Taxable Series 2026B Bonds (A-10) shall be deposited in the Taxable Series 2026B Costs of Issuance Account (A-10) to pay the costs of issuing the Taxable Series 2026B Bonds (A-10).

SECTION 2.07. Book-Entry Form of Series 2026B Bonds (A-10). The Series 2026B Bonds (A-10) shall be issued as one fully registered bond for each maturity of Series 2026B Bonds (A-10) and deposited with The Depository Trust Company ("DTC"), which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2026B Bonds (A-10) are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2026B Bonds (A-10) ("Beneficial Owners").

The Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation to any Direct Participant or to any Indirect Participant. Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Direct Participant or Indirect Participant with respect to any ownership interest in the Series 2026B Bonds (A-10), (b) the delivery to any Direct Participant or Indirect Participant or any other person other than an Owner, as shown in the registration books kept by the Registrar, of any notice with respect to the Series 2026B Bonds (A-10), including any notice of redemption, or (c) the payment to any Direct Participant or Indirect Participant or any other person, other than an Owner, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, or interest on the Series 2026B Bonds (A-10). The Issuer, the Trustee, the Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2026B Bonds (A-10) is registered in the registration books kept by the Registrar as the absolute Owner of such Assessment Area Two Bond for the purpose of payment of principal and interest with respect to such Series 2026B Bonds (A-10), for the purpose of giving notices of redemption and other matters with respect to such Series 2026B Bonds (A-10), for the purpose of registering transfers with respect to such Series 2026B Bonds (A-10), and for all other purposes whatsoever. Notwithstanding any of the foregoing, the Trustee is authorized to recognize the Beneficial Owner of the Series 2026B Bonds (A-10) for purposes of this Section 2.07 if beneficial ownership is proven to the satisfaction of the Trustee.

Principal and interest on the Series 2026B Bonds (A-10) registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2026B Bonds (A-10), through Direct Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2026B Bonds (A-10), any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to Direct Participants and Direct Participants shall be responsible for notices to Indirect Participants, and Direct Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2026B Bonds (A-10) in the form of fully registered Series 2026B Bonds (A-10) in accordance with the written instructions from Cede & Co.

Upon receipt by the Trustee or the Issuer of written notice from DTC (a) confirming that DTC has received written notice from the Issuer to the effect that a continuation of the requirement that all of the Outstanding Series 2026B Bonds (A-10) be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2026B Bonds (A-10), or (b) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute bond depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2026B Bonds (A-10) shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names registered owners transferring or exchanging the Series 2026B Bonds (A-10) shall designate, in accordance with the provisions hereof.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the written instructions from DTC or its successor and after such time Series 2026B Bonds (A-10) may be exchanged for an equal aggregate principal amount of Series 2026B Bonds (A-10) in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2026B Bonds (A-10), and hereby appoints Regions Bank, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Regions Bank hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints Regions Bank as Paying Agent for the Series 2026B Bonds (A-10). Regions Bank hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2026B Bonds (A-10). In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2026B Bonds (A-10) and the conditions set forth in the bond purchase agreement with the Underwriter, all the Series 2026B Bonds (A-10) shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions relating to the Series 2026B Special Assessments (A-10);

(b) Executed originals of the Master Indenture and this Eighteenth Supplemental Indenture;

(c) An opinion of Counsel to the Issuer substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to purchase a portion of the Parcel A-10 Project, pursuant to the terms of the 2026B Indenture (A-10), (iii) all proceedings undertaken by the Issuer with respect to the Series 2026B Special Assessments (A-10) have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2026B Special Assessments (A-10), and (v) the Series 2026B Special Assessments (A-10) are legal, valid and binding liens upon the property against which such Series 2026B Special Assessments (A-10) are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other State of Florida liens, titles and claims, until paid;

(d) A certificate of an authorized officer of the Issuer to the effect that, upon the authentication and delivery of the Series 2026B Bonds (A-10), the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Eighteenth Supplemental Indenture; and

(e) A copy of the Collateral Assignment.

Receipt by the Trustee of the net proceeds from the sale of the Series 2026B Bonds (A-10) shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2026B Bonds (A-10) to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF SERIES 2026B BONDS (A-10)

SECTION 3.01. Redemption Dates and Prices. The Series 2026B Bonds (A-10) shall be subject to redemption at the times and in the manner provided in this Article III. All payments of the Redemption Price of the Series 2026B Bonds (A-10) shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2026B Bonds (A-10) of a Series are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2026B Bonds (A-10) or portions of the Series 2026B Bonds (A-10) of each such Series to be redeemed pursuant to the provisions of Section 8.04 of the Master Indenture. Partial redemptions of Series 2026B Bonds (A-10) shall be made in such a manner that the remaining Series 2026B Bonds (A-10) held by each Bondholder shall be in the applicable Authorized Denominations.

(a) No Optional Redemption. The Series 2026B Bonds (A-10) are not subject to optional redemption.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2026B Bonds (A-10) are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2026B Bonds (A-10) to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2026B Prepayment Principal deposited into the Series 2026B Prepayment Subaccount of the Series 2026B Bond Redemption Account (A-10) (taking into account the credit from the Series 2026B Reserve Account (A-10) pursuant to Section 4.04 of this Eighteenth Supplemental Indenture) following the payment in whole or in part of the Series 2026B Special Assessments (A-10) on any assessable property within the Assessment Area Two - Parcel A-10 Project Area within the District in accordance with the provisions of Section 4.04 of this Eighteenth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2026B Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2026B Rebate Fund, the Series 2026B Acquisition and Construction Accounts (A-10) and the Series 2026B Costs of Issuance Accounts (A-10)) sufficient to pay and redeem all Outstanding Series 2026B Bonds (A-10) and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2026B Acquisition and Construction Accounts (A-10) not otherwise reserved to complete the Parcel A-10 Project intended to be financed with a portion of the Series 2026B Bonds (A-10) and which have been transferred to the Series 2026B General Redemption Subaccount of the Series 2026B Bond Redemption Account (A-10) provided that any proceeds on deposit in the Tax-Exempt Series 2026B Acquisition and Construction Account (A-10) shall only be used to redeem the Tax-Exempt Series 2026B Bonds (A-10) and any proceeds on deposit in the Taxable Series 2026B Acquisition and Construction Account (A-10) shall only be used to redeem the Taxable Series 2026B Bonds (A-10).

(c) Mandatory Sinking Fund Redemption. The Tax-Exempt Series 2026B Bonds (A-10) are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026B Sinking Fund Accounts (A-10) on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

Tax-Exempt Series 2026B Bonds (A-10)

Year	Mandatory Sinking Fund Redemption Amount

*Term Bond

Taxable Series 2026B Bonds (A-10)

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

Upon any redemption of either Series of the Series 2026B Bonds (A-10) other than in accordance with scheduled mandatory sinking fund redemptions, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of the affected Series 2026B Bonds (A-10) in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of such Series 2026B Bonds (A-10). The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2026B Bonds (A-10) in any year. In the event of a redemption occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2026B Bonds (A-10) under any provision of this Eighteenth Supplemental Indenture, the Trustee shall give or cause to be given to Owners of the Series 2026B Bonds (A-10) to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SERIES 2026B SPECIAL ASSESSMENT (A-10) LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish two separate Accounts within the Acquisition and Construction Fund designated as the "Tax-Exempt Series 2026B Acquisition and Construction Account (A-10)" and the "Taxable Series 2026B Acquisition and Construction Account (A-10)." Gross proceeds of the Series 2026B Bonds (A-10) shall be deposited into the Series 2026B Acquisition and Construction Accounts (A-10) in the amounts set forth in Section 2.06 hereof, together with any moneys transferred to such Series 2026B Acquisition and Construction Accounts (A-10), and such moneys in the Series 2026B Acquisition and Construction Accounts (A-10) shall be requisitioned to be applied as set forth in Section 5.01(b) of the Master Indenture and the Acquisition Agreement. Any moneys remaining in the Series 2026B Acquisition and Construction Accounts (A-10) after the Completion Date, upon notice of same given by the District Manager to the Trustee and the Issuer, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2026B General Redemption Subaccount of the Series 2026B Bond Redemption Account (A-10) to be used to redeem the Tax-Exempt Series 2026B Bonds (A-10) and the Taxable Series 2026B Bonds (A-10) in accordance with Section 3.01(b)(iii). The Series 2026B Acquisition and Construction Accounts (A-10) shall be closed upon the expenditure of all funds therein. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2026B Acquisition and Construction Accounts (A-10) and make payment to the Person or Persons so designated in such requisition. Requisitions from the Taxable Series 2026B Acquisition and Construction Account (A-10) shall only be used for the taxable elements of the Parcel A-10 Project, as identified in the Engineer's Report. Pursuant to the Master Indenture, the Trustee shall establish two separate Accounts within the Acquisition and Construction Fund designated as the "Tax-Exempt Series 2026B Costs of Issuance Account (A-10)" and the "Taxable Series 2026B Costs of Issuance Account (A-10)." Gross proceeds of the Series 2026B Bonds (A-10) shall be deposited into the Series 2026B Costs of Issuance Accounts (A-10) in the amounts set forth in Section 2.06 of this Eighteenth Supplemental Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2026B Costs of Issuance Accounts (A-10) to pay the costs of issuing the Series 2026B Bonds (A-10). Six months after the issuance of the Series 2026B Bonds (A-10), any moneys remaining in the Series 2026B Costs of Issuance Accounts (A-10) in excess of the actual costs of issuing the Series 2026B Bonds (A-10) requested to be disbursed by the Issuer shall be deposited into the Tax-Exempt Series 2026B Interest Account (A-10) and the Taxable Series 2026B Interest Account (A-10), as applicable. Any deficiency in the amount allocated to pay the cost of issuing the Series 2026B Bonds (A-10) shall be paid from excess Series 2026B Pledged Revenues (A-10) on deposit in the Series 2026B Revenue Account (A-10) pursuant to Section 4.02 SEVENTH herein in the amount so directed in writing by the Issuer. Only elements of the Parcel A-10 Project identified in the Engineer's Report that can be financed with tax-exempt bonds which will be requisitioned from the Series 2026A Acquisition and Construction Account (A-10) and from the Series 2026B Acquisition and Construction Account (A-10) on a Pro-Rata basis, as determined by the Consulting Engineer.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2026B Revenue Account (A-10)." Series 2026B Special Assessments (A-10) (except for Prepayments of Series 2026B Special Assessments (A-10) which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2026B Prepayment Subaccount), shall be deposited by the Trustee into the Series 2026B Revenue Account (A-10) which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Eighteenth Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish separate Accounts within the Debt Service Fund designated as the "Tax-Exempt Series 2026B Principal Account (A-10)" and the "Taxable Series 2026B Principal Account (A-10)." Moneys shall be deposited into the Series 2026B Principal Accounts (A-10) as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Eighteenth Supplemental Indenture, and applied for the purpose provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish separate Accounts within the Debt Service Fund designated as the "Tax-Exempt Series 2026B Interest Account (A-10)" and "Taxable Series 2026B Interest Account (A-10)." Moneys deposited into the Series 2026B Interest Accounts (A-10) pursuant to Section 6.04 of the Master Indenture, Section 2.06 and Section 4.02 of this Eighteenth Supplemental Indenture, shall be applied for the purpose provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish separate Accounts within the Debt Service Fund designated as the "Tax-Exempt Series 2026B Sinking Fund Account (A-10)" and "Taxable Series 2026B Sinking Fund Account (A-10)." Moneys shall be deposited into the Series 2026B Sinking Fund Accounts (A-10) as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Eighteenth Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Eighteenth Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish separate Accounts within the Debt Service Reserve Fund designated as the "Tax-Exempt Series 2026B Reserve Account (A-10)" and the "Taxable Series 2026B Reserve Account (A-10)." Net proceeds of the Series 2026B Bonds (A-10) shall be deposited into the Series 2026B Reserve Accounts (A-10) in the amounts set forth in Section 2.06 of this Eighteenth Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2026B Reserve Accounts (A-10) shall be applied for the purposes provided therein and in this Section 4.01(f) of this Eighteenth Supplemental Indenture. Notwithstanding any provision in the Master Indenture to the contrary, the Issuer covenants not to substitute the cash and Investment Securities on deposit in the Series 2026B Reserve Accounts (A-10) with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. Except as otherwise provided herein, all investment earnings on moneys in each Series 2026B Reserve Account (A-10) shall remain on deposit in the respective Series 2026B Reserve Account (A-10) to be applied to pay debt service on the respective Series of the Series 2026B Bonds or as otherwise required hereunder.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2026B Reserve Accounts (A-10) shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders to the Series 2026B General Redemption Subaccount of the Series 2026B Bond

Redemption Account (A-10), if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2026B Special Assessments (A-10) and applied to redeem a portion of the Tax-Exempt Series 2026B Bonds (A-10) and a portion of the Taxable Series 2026B Bonds (A-10), as applicable, is less than the principal amount of Tax-Exempt Series 2026B Bonds (A-10) and the Taxable Series 2026B Bonds (A-10) indebtedness attributable to such lands.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer or the District Manager, on behalf of the Issuer, receives notice that a landowner wishes to prepay its Series 2026B Special Assessments (A-10) relating to the benefited property of such landowner within the Assessment Area Two – Parcel A-10 Project Area, or as a result of a mandatory true-up payment, the Issuer shall cause the District Manager, on behalf of the Issuer to calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2026B Prepayment Principal due by the amount of money in the applicable Series 2026B Reserve Account (A-10) that will be in excess of the Reserve Requirement (A-10), taking into account the proposed Prepayment. Such excess in the applicable Series 2026B Reserve Account (A-10) shall be transferred by the Trustee to the Series 2026B Prepayment Subaccount of the Series 2026B Bond Redemption Account (A-10), as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the applicable Series 2026B Reserve Account (A-10) to the Series 2026B Prepayment Subaccount of the Series 2026B Bond Redemption Account (A-10) to be used for the extraordinary mandatory redemption of the Tax-Exempt Series 2026B Bonds (A-10) and Taxable Series 2026B Bonds (A-10), on a pro-rata basis (based on the ratio of Outstanding principal amount of each Series of the Series 2026B Bonds (A-10)), in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

In addition, in the event of an extraordinary mandatory redemption pursuant to Section 3.01(b)(iii) hereof, the District Manager, on behalf of the Issuer, shall calculate the applicable Reserve Requirement (A-10) and the District Manager shall communicate the same to the Trustee and the Trustee shall apply any excess in the Series 2026B Reserve Accounts (A-10) toward such extraordinary mandatory redemption.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Account within the Bond Redemption Fund designated as the "Series 2026 Bond Redemption Account (A-10)" and within such Account, a "Series 2026B General Redemption Subaccount," and a "Series 2026B Prepayment Subaccount." Except as otherwise provided in this Eighteenth Supplemental Indenture regarding Prepayments, moneys to be deposited into the Series 2026B Bond Redemption Account (A-10) as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2026B General Redemption Subaccount of the Series 2026B Bond Redemption Account (A-10) in the manner and order described in subparagraph (i) below.

(h) Moneys that are deposited into the Series 2026B General Redemption Subaccount of the Series 2026B Bond Redemption Account (A-10) (including all earnings on investments held therein) shall be used to call the Tax-Exempt Series 2026B Bonds (A-10) and the Taxable Series 2026B Bonds (A-10) on a pro-rata basis Series 2026B Bonds (A-10) and for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof.

(i) Moneys in the Series 2026B Prepayment Subaccount of the Series 2026B Bond Redemption Account (A-10) (including all earnings on investments held in such subaccounts) shall be used to call the Series 2026B Bonds (A-10) for redemption pursuant to the provisions of Section 3.01(b)(i) hereof. All interest due in regard to such Series 2026B Prepayment Principal not received in connection with such Prepayment shall be paid from the Series 2026B Revenue Account (A-10). In addition, if the amount of the Prepayment is not sufficient to redeem a principal amount of the Series 2026B Bonds (A-10) in an Authorized Denomination to be redeemed, the Trustee shall be authorized to withdraw amounts from the Series 2026B Revenue Account (A-10) to round-up to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2026B Revenue Account (A-10) shall be made to pay interest on and/or round-up principal for the Series 2026B Bonds (A-10) for the redemption pursuant to Section 3.01(b)(i) if as a result the deposits required under Section 4.02 FIRST through SEVENTH cannot be made in full. The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Series 2026B Principal Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series of Series 2026B Bonds (A-10) pursuant to Section 3.01(b)(i) at least forty-five (45) days prior to each applicable Quarterly Redemption Date.

(j) The Issuer hereby directs the Trustee to establish a Series 2026B Rebate Fund designated as the "Series 2026B Rebate Fund" when deposits are required to be made therein. Moneys shall be deposited into the Series 2026B Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

SECTION 4.02. Series 2026B Revenue Account (A-10). The Trustee shall transfer from amounts on deposit in the Series 2026B Revenue Account (A-10) to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2026, to the applicable Series 2026B Interest Accounts (A-10) of the Debt Service Fund, an amount from the Series 2026B Revenue Account (A-10) equal to the interest on each Series of the Series 2026B Bonds (A-10) becoming due on the next succeeding November 1, less any amount on deposit in the applicable Series 2026B Interest Accounts (A-10) not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2027, to the applicable Series 2026B Interest Accounts (A-10) of the Debt Service Fund, an amount from the Series 2026B Revenue Account (A-10) equal to the interest on each Series of the Series 2026B Bonds (A-10) becoming due on the next succeeding May 1, less any amounts on deposit in the applicable Series 2026B Interest Accounts (A-10) not previously credited;

THIRD, no later than the Business Day next preceding each May 1, commencing May 1, 203X, to the applicable Series 2026B Sinking Fund Accounts (A-10) of the Debt Service Fund, an amount from the Series 2026B Revenue Account (A-10) equal to the principal amount of Series 2026B Bonds (A-10) of each Series of Series 2026B Bonds (A-10) subject to sinking fund redemption on such May 1, less any amount on deposit in the applicable Series 2026B Sinking Fund Accounts (A-10) not previously credited;

FOURTH, no later than the Business Day next preceding the May 1 which is a principal payment date for any Series of the Series 2026B Bonds (A-10), to the applicable Series 2026B Principal Accounts (A-10) of the Debt Service Fund, an amount from the Series 2026B Revenue Account (A-10) equal to the principal amount of each Series of the Series 2026B Bonds (A-10) Outstanding maturing on such May 1, less any amounts on deposit in the applicable Series 2026B Principal Accounts (A-10) not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2026B Bonds (A-10) are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2026B Revenue Account (A-10) to the applicable Series 2026B Interest Accounts (A-10), the amount necessary to pay interest on the Series 2026B Bonds (A-10) subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2026B Bonds (A-10) remain Outstanding, to the Series 2026B Reserve Accounts (A-10), an amount from the Series 2026B Revenue Account (A-10) equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement (A-10) for the applicable Series of the Series 2026B Bonds (A-10); and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining in the Series 2026B Revenue Account (A-10) after making the foregoing deposits shall be first deposited into the applicable Series 2026B Costs of Issuance Accounts (A-10) to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2026B Bonds (A-10), then next shall be used pursuant to Section 4.01(i) hereof, if required, and last, any balance in the Series 2026B Revenue Account (A-10) shall remain on deposit in such Series 2026B Revenue Account (A-10), unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2026B Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

SECTION 4.03. Power to Issue Series 2026B Bonds (A-10) and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2026B Bonds (A-10), to execute and deliver the 2026B Indenture (A-10) and to pledge the Series 2026B Pledged Revenues (A-10) for the benefit of the Series 2026B Bonds (A-10) to the extent and priority set forth herein. The Series 2026B Pledged Revenues (A-10) are not and shall not be subject to any other liens senior to or on a parity with the liens created in favor of the Series 2026B Bonds (A-10), except the Prior Bonds, but only with respect to the lien on the Assessment Area Two – Parcel A-10 Project Area, and except as provided in Section 5.04 hereof. The Series 2026B Bonds (A-10) and the provisions of the 2026B Indenture (A-10) are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the 2026B Indenture (A-10) in the manner and priority established therein and all the rights of the Owners of the Series 2026B Bonds (A-10) under the 2026B Indenture (A-10) against all claims and demands of all persons whomsoever.

SECTION 4.04. Prepayments; Removal of Series 2026B Special Assessment (A-10) Liens.

(a) At any time, any owner of property within the Assessment Area Two – Parcel A-10 Project Area, which property is subject to the Series 2026B Special Assessments (A-10) (i) may, at its option, or as a result of acceleration of the Series 2026B Special Assessments (A-10) because of non-payment thereof, or (ii) as a result of a true-up payment, shall require the Issuer to, reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2026B Special Assessments (A-10) by paying or causing there to be paid to the Issuer all or a portion of the Series 2026B Special Assessments (A-10), which shall constitute Series 2026B Prepayment Principal, plus accrued interest to the next succeeding Quarterly Redemption Date (or the next succeeding Quarterly Redemption Date if such Prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date), attributable to the property subject to the Series 2026B Special Assessments (A-10) owned by such owner.

(b) Upon receipt of Series 2026B Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Series 2026B Special Assessments (A-10) have been paid in whole or in part and that such Series 2026B Special Assessment (A-10) lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2026B Bonds (A-10) pursuant to Section 3.01(b)(i) hereof at least forty-five (45) days prior to each Quarterly Redemption Date and will withdraw money from the Series 2026B Reserve Accounts (A-10) as a credit against the amount of Prepayment that is owed in an amount as directed by the Issuer. No credit shall be given if as a result the Reserve Requirement (A-10) shall be less than is required after taking into account the proposed extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof. At any time such Prepayment is not in an integral multiple of $5,000 in excess of a minimum denomination, the Trustee shall withdraw moneys from the Series 2026B Revenue Account (A-10) to round-up to the next nearest integral multiple of $5,000 in excess of the minimum denomination of $100,000 and deposit such amount into the Series 2026B Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the Series 2026B Reserve Accounts (A-10) unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

[END OF ARTICLE IV]

ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2026B Special Assessments (A-10) . Pursuant to the terms and provisions of the Master Indenture and except as provided in the next succeeding sentence, the Issuer shall collect the Series 2026B Special Assessments (A-10) pursuant to the uniform method of collection pursuant to Section 197.3632, Florida Statutes (herein, the "Uniform Method"). Pursuant to the terms and provisions of the Assessment Resolutions, the Issuer shall directly collect the Series 2026B Special Assessments (A-10) in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted, unless the Trustee, at the direction of the Majority Holders, directs the Issuer otherwise, or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this Eighteenth Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2026B Special Assessments (A-10), and to levy the Series 2026B Special Assessments (A-10) in such manner as will generate funds sufficient to pay debt service on the Series 2026B Bonds (A-10) when due. All Series 2026B Special Assessments (A-10) that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to the applicable Interest Payment Date.

SECTION 5.02. Continuing Disclosure. Although the Series 2026B Bonds (A-10) are not subject to the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement with respect to both Series of the Series 2026B Bonds (A-10). The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default under the 2026B Indenture (A-10), but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2026B Accounts, Funds and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations and Liens. So long as the Series 2026 Bonds (A-10) are Outstanding, the Issuer covenants not to (i) issue any other Bonds or other debt obligations secured by the Series 2026 Special Assessments (A-10) except as provided below or incur any other indebtedness secured by other Special Assessments levied against the assessable lands within the Assessment Area Two - Parcel A-10 Project Area within the District, or (ii) except as provided below, permit any additional liens, including any liens arising from any Special Assessments, against the assessable lands within the Assessment Area Two - Parcel A-10 Project Area. Notwithstanding the foregoing covenants of the Issuer, the Issuer may issue other Bonds or debt obligations secured by Special Assessments levied on the assessable lands within the Assessment Area Two - Parcel A-10 Project Area for the following purposes:

(a) to refund the Series 2026B Bond (A-10) in accordance with the provisions of this Eighteenth Supplemental Indenture;

(b) to issue additional bonds but subject to the additional bond requirements with respect to the Prior Bonds but without limit as to amount once the Series 2026A Special Assessments (A-10) have been Fully Absorbed, but only if no Series 2026B Bonds (A-10) remain Outstanding; and

(c) at any time to finance capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster through the issuance of Bonds or other debt obligations; and

For purposes of this Section 5.04, the term Special Assessments means any non-ad valorem assessments including "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments," levied and collected by the Issuer under Section 190.021(3) of the Act.

(d) It is understood that notwithstanding the foregoing, the Assessment Area Two – Parcel A-10 Project Area is and will be subject to other Special Assessments securing the Other Parcel A-10 Bonds.

SECTION 5.05. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent (50%) of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgement Regarding Series 2026B Acquisition and Construction Accounts (A-10) Moneys Following an Event of Default. In accordance with the provisions of the 2026B Indenture (A-10), upon the occurrence of an Event of Default with respect to the Series 2026B Bonds (A-10), the Series 2026B Bonds (A-10) are payable solely from the Series 2026B Pledged Revenues (A-10) and any other moneys held by the Trustee under the 2026B Indenture (A-10) for such purpose. Anything in the 2026B Indenture (A-10) to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2026B Bonds (A-10), (i) the Series 2026B Pledged Revenues (A-10) include, without limitation, all amounts on deposit in the Series 2026B Acquisition and Construction Accounts (A-10) of the Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2026B Pledged Revenues (A-10) may not be used by the Issuer (whether to pay costs of the Parcel A-10 Project or otherwise) without the consent of the Bondholder Representative, and (iii) the Series 2026B Pledged Revenues (A-10) may be used by the Trustee, at the direction or with the approval of the Bondholder Representative, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the 2026B Indenture (A-10). The Issuer also acknowledges and agrees that from and after an Event of Default, the Trustee is authorized to exercise the Issuer's rights under the Collateral Assignment at the direction of the Bondholder Representative but without the consent or approval of the Issuer and the Issuer covenants not to enter into any contract regarding the Parcel A-10 Project from and after the occurrence of an Event of Default without the written direction of the Bondholder Representative.

SECTION 5.07. Other Parcel A-10 Bonds. The owners (including beneficial owners) of the Series 2026B Bonds (A-10) agree and consent that in connection with the purchase and ownership of the Series 2026B Bonds (A-10), the Assessment Area Two - Parcel A-10 Project Area will be subject to Special Assessments securing the Other Parcel A-10 Bonds.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the 2026B Indenture (A-10). The Trustee agrees to act as Paying Agent, Registrar and Authenticating Agent for the Series 2026B Bonds (A-10).

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Eighteenth Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2026B Bonds (A-10)), all of which are made solely by the Issuer. Except as otherwise expressly stated in this Eighteenth Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

SECTION 6.03. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of Eighteenth Supplemental Indenture. This Eighteenth Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2026B Bonds (A-10), and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Eighteenth Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and this Eighteenth Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this Eighteenth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts and Electronically Signed and/or Transmitted Signatures. This Eighteenth Supplemental Indenture may be executed in counterparts, and all counterparts together shall be construed as one document. Executed counterparts of this Eighteenth Supplemental Indenture with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via DocuSign or other electronic means may be used in the place of original signatures on this Eighteenth Supplemental Indenture. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this Eighteenth Supplemental Indenture. The parties to this Eighteenth Supplemental Indenture hereby waive any defenses to the enforcement of the terms of this Eighteenth Supplemental Indenture based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Eighteenth Supplemental Indenture.

SECTION 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Eighteenth Supplemental Indenture are hereby incorporated herein and made a part of this Eighteenth Supplemental Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2026B Bonds (A-10) or the date fixed for the redemption of any Series 2026B Bonds (A-10) shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. Rights of Holders Upon an Event of Default. Notwithstanding any provision in the Master Indenture to the contrary, upon an Event of Default with respect to the Series 2026A Bonds (A-10), either Series of the Series 2026B Bonds (A-10) or the Prior Bonds, under Section 10.02(a) and/or (b) of the Master Indenture, only the Majority Holders of each Series of the Series 2026 Bonds (A-10) and the Other Parcel A-10 Bonds may direct the Trustee regarding remedial proceedings. With respect to any other Event of Default under Section 10.02 of the Master Indenture, the Series 2026B Bonds (A-10) and the Other Parcel A-10 Bonds shall be treated as three (3) separate Series of Bonds pursuant to which any remedial proceedings are taken, subject

to the rights of the Majority Holders of the applicable Series. The obligation of the Trustee to take action at the direction of the Majority Holders of the applicable Series is subject to the rights of the Trustee to be indemnified as a condition for taking action or from refraining from action as provided in the Master Indenture.

SECTION 7.07. Allocation of Foreclosure Proceeds and Any Other Moneys. In the event proceeds from any foreclosure action are received by the Issuer as a result of a nonpayment of the Series 2026B Special Assessments (A-10) and/or Series 2026A Special Assessments (A-10) and/or the Special Assessments with respect to the Prior Bonds on any parcel of land within the Assessment Area Two - Parcel A-10 Project Area subject to the Series 2026B Special Assessments (A-10), the Series 2026A Special Assessments (A-10), and the Special Assessments securing the Prior Bonds, any of which are being collected by way of a direct bill to the applicable landowner, the Issuer shall allocate such proceeds on a pro-rata basis. A pro-rata allocation will be determined based on the percentage of defaulted Series 2026B Special Assessments (A-10), defaulted Series 2026A Special Assessments (A-10), and defaulted Special Assessments securing the Prior Bonds to the total amount of defaulted Special Assessments securing the Series 2026B Bonds (A-10), defaulted Series 2026A Bonds (A-10) and the Prior Bonds. In addition, if the Issuer or the Trustee receives any other moneys in the pursuit of remedies against the owner of any parcel of land within the Assessment Area Two – Parcel A-10 Project Area, subject to the Series 2026B Special Assessments (A-10), the Series 2026A Special assessments (A-10) and the Special Assessments securing the Prior Bonds, as a result of non-payment, such other moneys shall also be distributed on a pro-rata basis. Notwithstanding the next preceding sentence, any moneys received from the sale of tax certificates pursuant to the Uniform Method shall not be distributed on a pro-rata basis if any of the Series 2026B Special Assessments (A-10), the Series 2026A Special Assessments (A-10) and/or the Special Assessments securing the Prior Bonds are being collected pursuant to the Uniform Method.

SECTION 7.08. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2026B Bonds (A-10) and the rights created under Section 7.07 and Section 7.08 hereof.

SECTION 7.09. Bond Pooling Program. The Issuer understands and acknowledges that the Initial Purchaser will develop bond pooling programs (collectively, the "Bond Pooling Program"), pursuant to which a joint powers authority or other governmental unit or political subdivision of a state (the "Pool Bond Issuer") will, from time to time, issue bonds, notes or other evidences of indebtedness ("Pool Debt") and either apply proceeds of such Pool Debt to the purchase of bonds, notes or other evidences of indebtedness of states and political subdivisions thereof ("Local Bonds"), including Local Bonds such as the Series 2026B Bonds (A-10), or exchange such Pool Debt for such Local Bonds. The Issuer acknowledges that the Initial Purchaser is coordinating the establishment of one or more Bond Pooling Programs and agrees that, in connection with the Bond Pooling Program, an owner of Series 2026B Bonds (A-10) may (a) at any time, sell all or a portion of such Series 2026B Bonds (A-10) of either or both Series of such owner to the Pool Bond Issuer, or exchange all or a portion of the Series 2026B Bonds (A-10) of such owner for Pool Debt, on such terms as may be agreed upon by such owner and the Pool Bond Issuer, and (b) in connection with any such sale or exchange, transfer such Series 2026B Bonds (A-10) so sold or exchanged to the Pool Bond Issuer, or to a commercial bank acting as trustee for the Pool Debt (the "Pool Bond Trustee").

The Issuer understands and acknowledges that (a) in connection with any such sale or exchange, only the debt service payments on the Series 2026B Bonds (A-10) so sold or exchanged will be pledged to the payment of and as security for such Pool Debt, and (b) the Pool Bond Issuer or such Pool Bond Trustee, as applicable, as the owner of such Series 2026B Bonds (A-10) so sold or exchanged, will be entitled to exercise such rights as are granted to owners of Series 2026B Bonds (A-10) under the 2026B Indenture (A-10) and such Series 2026B Bonds (A-10). In connection with any Pool Debt or Series 2026B Bonds (A-10) that may become subject to an Internal Revenue Service audit, the Issuer agrees to cooperate, if necessary, with the Pool Bond Issuer in connection with any such audit of the Pool Debt provided that the Pool Bond Issuer likewise agrees to cooperate, if necessary, with the Issuer in connection with any audit of the Series 2026B Bonds (A-10). The Issuer shall not be responsible for any fees and expenses in connection with any audit of the Pool Debt and, in addition, shall have no additional liability with respect to such Pool Debt beyond what is set forth in the 2026B Indenture (A-10) and the Continuing Disclosure Agreement with respect to such pooling.

SECTION 7.10. Modification and Exchange of Series 2026B Bonds (A-10). At the written request of 100% of the beneficial owners of each Series of the Series 2026B Bonds (A-10) to the Trustee and the Issuer, either or both Series of the Series 2026B Bonds (A-10) may be exchanged for Serial Bonds and/or other Term Bonds in Authorized Denominations provided that the resulting annual debt service shall not be increased above the current debt service on such series of the Series 2026B Bonds (A-10). All fees and expenses incurred by the Issuer, the Underwriter, the Trustee and their respective agents with respect to such modification and exchange shall be paid by beneficial owners of the applicable Series of the Series 2026B Bonds (A-10).

IN WITNESS WHEREOF, Avenir Community Development District has caused this Eighteenth Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by a Secretary of its Board of Supervisors and Regions Bank has caused this Eighteenth Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

Attest:

By:_____
Name: Virginia Cepero
Title: Chairperson, Board of Supervisors

By:_____
Name: Jason Pierman
Title: Secretary, Board of Supervisors

REGIONS BANK, as Trustee, Paying Agent and Registrar

By:_____
Name: Craig A. Kaye
Title: Vice President and Trust Officer

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

On this ____ day of _____, 2026, before me, by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Virginia Cepero, Chairperson of the Avenir Community Development District (the "Issuer"), who acknowledged that she did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is her free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that she appeared before me this day in person and acknowledged that she, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. She is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Notary Public, Print, Stamp or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

STATE OF FLORIDA)
) SS:
COUNTY PALM BEACH)

On this ____ day of _____, 2026, before me, by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Jason Pierman, Secretary of the Avenir Community Development District (the "Issuer"), who acknowledged that he did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is his free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Notary Public, Print, Stamp or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this ____ day of _____, 2026, before me by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Craig A. Kaye, a Vice President and Trust Officer of Regions Bank, as trustee (the "Trustee"), who acknowledged that he did so sign said instrument as such officer for and on behalf of the Trustee; that the same is his free act and deed as such officer and the free act and deed of the Trustee; that he appeared before me on this day in person and acknowledged that he, being thereunto duly authorized, signed, for the uses and purposes therein set forth. He is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Notary Public, Print, Stamp or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

EXHIBIT A

DESCRIPTION OF THE PARCEL A-10 PROJECT TO BE FINANCED IN PART WITH A PORTION OF THE SERIES 2026B BONDS (A-10)

As fully described in the Engineer's Report.

EXHIBIT B

[FORM OF SERIES 2026B BONDS (A-10)
AND TAXABLE SERIES 2026B BONDS (A-10)]

[INTEREST ON THIS TAXABLE SERIES 2026B BOND (A-10) IS INCLUDABLE IN GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES]

RTE-1[RTX-1] **$_____**

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF PALM BEACH
CITY OF PALM BEACH GARDENS
AVENIR COMMUNITY DEVELOPMENT DISTRICT
[TAXABLE] SPECIAL ASSESSMENT BOND, SERIES 2026B
(PARCEL A-10 PROJECT)

Interest Rate	Maturity Date	Date of Original Issuance	CUSIP
	May 1, 20XX	_____ __, 2026	05357J

Registered Owner:----------Cede & Co.----------

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Avenir Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2026B Bonds (A-10) are in book-entry only form) at the designated corporate trust office of Regions Bank, in Jacksonville, Florida, as paying agent (said Regions Bank and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months), said principal payable on the first day of May of each year commencing [May] 1, 20[28]. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, located in Jacksonville, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1 (collectively, each an "Interest Payment Date"), commencing November 1, 2026 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as registrar (said Regions Bank and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of

authentication hereof, or unless such date of authentication is prior to November 1, 2026, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the 2026B Indenture (A-10) (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the 2026B Indenture (A-10).

THE SERIES 2026B BONDS (A-10), AS DEFINED BELOW, BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE SERIES 2026B PLEDGED REVENUES (A-10) PLEDGED THEREFOR UNDER THE 2026B INDENTURE (A-10) AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF PALM BEACH GARDENS, FLORIDA (THE "CITY"), PALM BEACH COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE 2026B INDENTURE (A-10) TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2026B SPECIAL ASSESSMENTS (A-10) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the 2026B Indenture (A-10) until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the 2026B Indenture (A-10), of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Avenir Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), Ordinance No. 17-2016 enacted by the City Council of the City of Palm Beach Gardens, Florida on January 5, 2017, designated as "Avenir Community Development District Special Assessment Bonds, Series 2026B (Parcel A-10 Project)" (the "Tax-Exempt Series 2026B Bonds (A-10)"), in the aggregate principal amount of _____ MILLION _____ HUNDRED _____ THOUSAND AND 00/100 DOLLARS ($_____) and "Avenir Community Development District Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project)" (the "Taxable Series 2026B Bonds (A-10)" and collectively with the Tax-Exempt Series 2026B Bonds (A-10), the "Series 2026B Bonds (A-10")), in the aggregate principal amount of _____ MILLION _____ THOUSAND AND 00/100 DOLLARS ($_____) of like date, tenor and effect, except as to number. The Series 2026B Bonds (A-10) are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to

finance a portion of the Parcel A-10 Project. Simultaneously with the issuance of the Series 2026B Bonds (A-10), the Issuer will issue its Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project) (the "Series 2026A Bonds A-10" and, together with the Series 2026B Bonds (A-10), the "Series 2026 Bonds (A-10)"). The Series 2026B Bonds (A-10) shall be issued as fully registered bonds in authorized denominations, as set forth in the 2026B Indenture (A-10). The Series 2026B Bonds (A-10) are issued under and secured by a Master Trust Indenture dated as of May 1, 2018 (the "Master Indenture"), by and between the Trustee and the District, as supplemented by a Eighteenth Supplemental Trust Indenture dated as of May 1, 2026 (the "Eighteenth Supplemental Indenture" and together with the Master Indenture, the "2026B Indenture (A-10)"), by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida.

Reference is hereby made to the 2026B Indenture (A-10) for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2026B Bonds (A-10) issued under the 2026B Indenture (A-10), the operation and application of the Series 2026B Reserve Accounts (A-10) and other Funds, Accounts and subaccounts (each as defined in the 2026B Indenture (A-10)) charged with and pledged to the payment of the principal of and the interest on the Series 2026B Bonds (A-10), the levy and the evidencing and certifying for collection, of the Series 2026B Special Assessments (A-10) securing the Series 2026B Bonds (A-10), the nature and extent of the security for the Series 2026B Bonds (A-10), the terms and conditions on which the Series 2026B Bonds (A-10) are issued, the rights, duties and obligations of the Issuer and of the Trustee under the 2026B Indenture (A-10), the conditions under which such 2026B Indenture (A-10) may be amended without the consent of the registered owners of the Series 2026B Bonds (A-10), the conditions under which such 2026B Indenture (A-10) may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2026B Bonds (A-10) outstanding, and as to other rights and remedies of the registered owners of the Series 2026B Bonds (A-10).

The owner of this Bond shall have no right to enforce the provisions of the 2026B Indenture (A-10) or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the 2026B Indenture (A-10) or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the 2026B Indenture (A-10).

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the 2026B Indenture (A-10), except for Series 2026B Special Assessments (A-10) to be assessed and levied by the Issuer as set forth in the 2026B Indenture (A-10).

By the acceptance of this Bond, the owner hereof assents to all the provisions of the 2026B Indenture (A-10).

This Bond is payable from and secured by Series 2026B Pledged Revenues (A-10), as such term is defined in the 2026B Indenture (A-10), all in the manner and priority provided in the 2026B

Indenture (A-10). The 2026B Indenture (A-10) provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2026B Special Assessments (A-10) to secure and pay the Series 2026B Bonds (A-10).

The Series 2026B Bonds (A-10) are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2026B Bonds (A-10) shall be made on the dates specified below. Upon any redemption of Series 2026B Bonds (A-10) other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2026B Bonds (A-10) in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2026B Bonds (A-10). The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2026B Bonds (A-10) in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

No Optional Redemption

The Series 2026B Bonds (A-10) are not subject to optional redemption.

Mandatory Sinking Fund Redemption

The Series 2026B Bonds (A-10) are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026B Sinking Fund Accounts (A-10) on March 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2026B Bonds (A-10) redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2026B Indenture (A-10).

Tax-Exempt Series 2026B Bonds (A-10)

Year	Mandatory Sinking Fund Redemption Amount

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

Taxable Series 2026B Bonds (A-10)

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

Extraordinary Mandatory Redemption in Whole or in Parts

The Series 2026B Bonds (A-10) are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at an extraordinary mandatory Redemption Price equal to 100% of the principal amount of the Series 2026B Bonds (A-10) to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2026B Prepayment Principal deposited into the Series 2026B Prepayment Subaccount of the Series 2026B Bond Redemption Account (A-10) (taking into account the credit from the Series 2026B Reserve Accounts (A-10) pursuant to Section 4.04 of the Eighteenth Supplemental Indenture) following the payment in whole or in part of the Series 2026B Special Assessments (A-10) on any assessable property within the Assessment Area Two - Parcel A-10 Project Area within the District in accordance with the provisions of Section 4.04 of the Eighteenth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2026B Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2026B Rebate Fund, the Series 2026B Acquisition and Construction Accounts (A-10) and the Series 2026B Costs of Issuance Accounts (A-10)) sufficient to pay and redeem all Outstanding Series 2026B Bonds (A-10) and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2026B Acquisition and Construction Accounts (A-10) not otherwise reserved to complete the Parcel A-10 Project intended to be financed with a portion of the Series 2026B Bonds (A-10) and which have been transferred to the Series 2026B General Redemption Subaccount of the Series 2026B Bond Redemption Account (A-10) provided that any proceeds on deposit in the Tax-Exempt Series 2026B Acquisition and Construction Account (A-10) shall only be used to redeem the Series 2026B Bonds (A-10).

Except as otherwise provided in the 2026B Indenture (A-10), if less than all of the Series 2026B Bonds (A-10) subject to redemption shall be called for redemption, the particular such Series 2026B Bonds (A-10) or portions of such Series 2026B Bonds (A-10) to be redeemed shall be selected as provided in the 2026B Indenture (A-10).

Notice of each redemption of the Series 2026B Bonds (A-10) is required to be given by the Trustee by Electronic Means or first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Series 2026B Bonds (A-10) to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the 2026B Indenture (A-10), the Series 2026B Bonds (A-10) or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2026B Bonds (A-10) or such portions thereof on such date, interest on such Series 2026B Bonds (A-10) or such portions thereof so called for redemption shall cease to accrue, such Series 2026B Bonds (A-10) or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the 2026B Indenture (A-10) and the Owners thereof shall have no rights in respect of such Series 2026B Bonds (A-10) or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the 2026B Indenture (A-10), but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Modifications or alterations of the 2026B Indenture (A-10) or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the 2026B Indenture (A-10).

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2026B Bond which remain unclaimed for three (3) years after the date when such Series 2026B Bond has become due and payable, either at its stated maturity date or by call for earlier

redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Series 2026B Bonds (A-10) becoming due at maturity or by call for redemption in the manner set forth in the 2026B Indenture (A-10), together with the interest accrued to the due date, the lien of such Series 2026B Bonds (A-10) as to the Trust Estate with respect to the Series 2026B Bonds (A-10) shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the 2026B Indenture (A-10).

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

The Issuer shall keep books for the registration of the Series 2026B Bonds (A-10) at the designated corporate trust office of the Registrar in Jacksonville, Florida. Subject to the restrictions contained in the 2026B Indenture (A-10), the Series 2026B Bonds (A-10) may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Series 2026B Bonds (A-10) is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Series 2026B Bond or Series 2026B Bonds (A-10) in authorized form and in like aggregate principal amount in accordance with the provisions of the 2026B Indenture (A-10). Every Series 2026B Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2026B Bonds (A-10).

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Series 2026B Bond (A-10) shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Series 2026B Bond (A-10) shall be overdue) for the purpose of receiving payment of or on account of the principal of and interest on such Series 2026B Bond (A-10) as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2026B Bond (A-10) to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of

this Bond, and of the issue of the Series 2026B Bonds (A-10) of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Avenir Community Development District has caused this Bond to be signed by the manual signature of the Chairperson of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of a Secretary of its Board of Supervisors, all as of the date hereof.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2026B Bonds (A-10) delivered pursuant to the within mentioned 2026B Indenture (A-10).

Date of Authentication: _____

REGIONS BANK, as Trustee

By:_____
Vice President and Trust Officer

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida, rendered on the 21st day of June, 2017 and by judgment of the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida, rendered on the 8th day of April, 2025.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By:_____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By:_____
Secretary, Board of Supervisors

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust)
(Minor)

Under Uniform Transfer to Minors Act_____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

_____

(please print or typewrite name and address of assignee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

_____

Please insert social security or other identifying number of Assignee.

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT C

FORMS OF REQUISITIONS

AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026B
(PARCEL A-10 PROJECT)

The undersigned, a Responsible Officer of the Avenir Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the "Trustee"), dated as of May 1, 2018, as supplemented by that certain Eighteenth Supplemental Trust Indenture dated as of May 1, 2026 (collectively, the "2026B Indenture (A-10)") (all capitalized terms used herein shall have the meaning ascribed to such term in the 2026B Indenture (A-10)):

(A) Requisition Number:

(B) Amount Payable:

(C) Purpose for which paid or incurred:

(D) Account from which disbursement to be made:

[Tax-Exempt Series 2026B Acquisition and Construction Account (A-10)] [Taxable Series 2026B Acquisition and Construction Account (A-10)] [Strike One]

The undersigned hereby certifies that:

1. this requisition is for the acquisition of the Parcel A-10 Project payable from the [Tax-Exempt Series 2026B Acquisition and Construction Account (A-10)] [Taxable Series 2026B Acquisition and Construction Account (A-10)] that has not previously been paid; [Strike One]
2. each disbursement set forth above is a proper charge against the [Tax-Exempt Acquisition and Construction Account (A-10)] [Taxable Acquisition and Construction Account (A-10)]. [Strike One]

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By:_____
Responsible Officer

Date: _____

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the A-10 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer

AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026B
(PARCEL A-10 PROJECT)

(Costs of Issuance)

The undersigned, a Responsible Officer of the Avenir Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the "Trustee"), dated as of May 1, 2018, as supplemented by that certain Eighteenth Supplemental Trust Indenture dated as of May 1, 2026 (collectively, the "2026B Indenture (A-10)") (all capitalized terms used herein shall have the meaning ascribed to such term in the 2026B Indenture (A-10)):

(A) Requisition Number:

(B) Amount Payable:

(C) Purpose for which paid or incurred: Costs of Issuance:

(D) Fund or Account and subaccount, if any, from which disbursement to be made:

[Tax-Exempt Series 2026B Costs of Issuance Account (A-10)] [Taxable Series 2026B Costs of Issuance Account (A-10)] [Strike One]

The undersigned hereby certifies that:

1. this requisition is for [Tax-Exempt Costs of Issuance] [Taxable Costs of Issuance] [Strike One] payable from the Series 2026B Costs of Issuance Accounts (A-10) that have not previously been paid [Strike One];
2. each disbursement set forth above is a proper charge against the Series 2026B Costs of Issuance Account (A-10) [Tax-Exempt Costs of Issuance Account (A-10)] [Taxable Costs of Issuance Account (A-10)] [Strike One];
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2026B Bonds (A-10); and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By:_____
Responsible Officer

Date:_____

EXHIBIT D

FORM OF INVESTOR LETTER

[Date]

Board of Supervisors of the Avenir
Community Development District ("District")
c/o Special District Services, Inc.
The Oaks Plaza
2501A Burns Road
Palm Beach Gardens, FL 33410

Regions Bank, as Trustee
Jacksonville, Florida

Re: $_____ Avenir Community Development District
Special Assessment Bonds, Series 2026B (Parcel A-10 Project) and
$_____ Avenir Community Development District
Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project)
(collectively, the Series 2026B Bonds)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of $_____ of the above-referenced Bonds [state maturing on May 1, _____, bearing interest at the rate of ___% per annum and CUSIP #] (herein, the "Investor Bonds").

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an "accredited investor" as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

❑ a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company,

business development company, small business investment company; or rural business investment company;

❑ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of $5 million;

❑ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding $5 million;

❑ a business in which all the equity owners are "accredited investors";

❑ a natural person who has individual net worth, or joint net worth with the person's spouse or spousal equivalent, that exceeds $1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;

❑ a natural person with income exceeding $200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding $300,000 for those years and a reasonable expectation of the same income level in the current year;

❑ a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person;

❑ an entity, of a type other than those set forth above, that owns investments in excess of $5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;

❑ a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for "accredited investor" status;

❑ a "family office" with at least $5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or

❑ a "family client" of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated _____, 2026 of the Issuer and relating to the Bonds (the "Offering Document") and has reviewed the Offering Document and represents that such Offering

Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Name], [Type of Entity]

By: _____
Name: _____
Title: _____
Date: _____

Or

_____
[Name], an Individual

AVENIR COMMUNITY DEVELOPMENT DISTRICT

AVENIR

SUPPLEMENTAL ENGINEER'S REPORT

(PARCEL A-10 PROJECT)

Prepared for:
Board of Supervisors
AVENIR Community Development District

Prepared by:

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

BALLBÉ & ASSOCIATES, INC.
3564 N. Ocean Boulevard
Fort Lauderdale, FL 33308
(954) 491-7811

Project Number:
201622

February 12, 2026

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LIST OF EXHIBITS

Exhibit 1	Location Map / CDD Boundary
Exhibit 2	Assessment Area Two Plan
Exhibit 3	Parcel A-10 Sub-Assessment Area Plan
Exhibit 4	Avenir Parcel A-10 Phasing Plan
Exhibit 5	Avenir Parcel A-10 Survey
Exhibit 6	Avenir Parcel A-10 Legal Description
Exhibit 7	Avenir Parcel A-10 Site plan
Exhibit 8	Avenir Parcel A-10 Plat

PART I: INTRODUCTION

This Supplemental Engineer's Report relating to the Parcel A-10 Project, dated February 12, 2026 (the "A-10 Report") was prepared by Ballbé & Associates, Inc. (the "District Engineer") on behalf of the Avenir Community Development District Board of Supervisors (the "Board"), the governing body of the Avenir Community Development District (the "District" or "CDD") for the purposes of providing the status of the permitting and cost estimates of certain site infrastructure improvements related to a certain defined area within the District herein referred to as **Parcel A-10** (the "Parcel A-10 Project"). The intent of this A-10 Report is to amend and supplement the prior reports prepared by the District Engineer as it pertains specifically to the public infrastructure project benefiting **Parcel A-10,** located within Assessment Area Two as depicted on the attached *Exhibit 2*. Such area is referred to herein as the "Parcel A-10 Sub-Assessment Area," as depicted on the attached *Exhibit 3*.

This A-10 Report summarizes the extent, nature, cost and benefits of the proposed infrastructure improvements for the Parcel A-10 Project, as more particularly described herein.

Information provided in this A-10 Report was obtained by the District Engineer who has considered and in certain instances relied upon opinions, information and documentation prepared or supplied by others, which may have included public officials, public entities and representatives of Avenir Development, LLC, Special District Services, Inc. (the "District Manager") and other professionals and contractors.

PART II: SUPPLEMENTS

A. This Part II, subsection C entitled "Parcel A-10 Sub-Assessment Area General Information" particularly describes the Parcel A-10 Sub-Assessment Area and describes the Parcel A-10 Project, as follows:

C(1). Parcel A-10 Sub-Assessment Area General Information

The public infrastructure improvements providing a direct and special benefit to Parcel A-10 Sub-Assessment Area will be constructed in two phases, and the District intends to construct and/or finance a portion of the following infrastructure improvements constituting the Parcel A-10 Project:

Improvement Description
Water Management
Roadway related work
Water distribution and sewage collection system
Landscape & irrigation
Perimeter walls for sound abatement and retaining walls for flood protection, hardscape, sidewalks and differential cost of undergrounding electrical utilities

Below is the planned use for the Parcel A-10 Project within the corresponding Parcels A-10 Sub-Assessment Area within Assessment Areas Two, as applicable:

Parcel I.D.	Product/Use	No. of Units
A-10	77'x130' residential lot	144
A-10	77'x140' residential lot	86
Total Number of Units =		**230**

The Parcel A-10 Project will be constructed in two phases as follows:

Phase No.	Product/Use	No. of Units
One	77'x130' residential lot	87
One	77'x140' residential lot	48
Total Number of Units Phase One =		**135**
Two	77'x140' residential lot	57
Two	77'x140' residential lot	38
Total Number of Units Phase Two =		**95**
Total Number of Units =		**230**

The infrastructure improvements constituting the Parcel A-10 Project required to develop and serve the Parcel A-10 Sub-Assessment Area consist of public improvements, community facilities and basic infrastructure. Said improvements will be funded in part by the District by way of the issuance of its Special Assessment Bonds issued in one or more series for the Parcel A-10 Sub-Assessment Area (collectively, the "Bonds"). Certain portions of the Parcel A-10 Project will be financed by the Bonds, the interest rate of which will be included in gross income for federal income tax purposes (herein, the "Taxable Bonds").

Below is a description of the public improvements constituting the Parcel A-10 Project to be funded in whole or part by the District with the Bonds including the Taxable Bonds:

1. *Bonds (Parcel A-10 Project)*

   The Bonds will fund the public infrastructure improvements for the Parcel A-10 Project within the Parcel A-10 Sub-Assessment Area consisting of the following:

   - Water management and erosion control systems and facilities and easements to be maintained by the CDD (excludes costs of transporting to, and placement of, fill on private lands).
   - Site preparation drainage system, excluding any grading on private

lands, including the grading associated with initial construction of lots and home construction.

- Water distribution system and any impact fees.
- Sewage collection system and any impact fees.
- Roadway improvements.
- Curb and gutter that are part of the water management system.
- Landscape and irrigation in areas to be owned and maintained by the CDD.
- Landscape buffer areas.
- Paths and sidewalks in public areas and public easements to be maintained by the CDD.
- Parks and common area hardscape.
- Common area landscape and irrigation.
- Differential cost of undergrounding electrical utilities.
- Entry features & gates.
- Perimeter walls and retaining walls.
- Hardscape.
- Permit fees, water and sewer capacity charges, soft cost for professional design, management fees, improvements related soft cost associated with the development that may be financed with the Bonds.

B. This Part III entitled "PLANNED IMPROVEMENTS – PARCEL A-10 PROJECT," summarizing the planned improvements constituting Parcel A-10 Project, as follows:

PART III(1): PLANNED IMPROVEMENTS – PARCEL A-10 PROJECT

Following is a brief summary of the anticipated public infrastructure improvements, constituting the Parcel A-10 Project, to be constructed for the benefit of the District:

A. Water Management & Erosion Control

Pursuant to the Conceptual Environmental Resources Permit issued by South Florida Water Management District for the Avenir development, the capital improvement plan is required to provide a series of culverts and catch basins to route the surface water runoff to the existing lakes owned by the CDD. Also, the land within the Parcel A-10 Sub-Assessment Area needs to be graded towards the roads for erosion control purposes and a pollution and sedimentation control plan needs to be implemented for the duration of the construction of the required improvements. The road rights-of-way will need to be graded to meet water management requirements.

B. Sewage Collection System

The Parcel A-10 Project is located within the Seacoast Utility Authority ("SUA") sewer service area. Subject to prevailing fees, charges, policies and practices, SUA proposes to provide sanitary sewer service collection, distribution and treatment. Currently, SUA does not have the facilities in place to service the site and therefore, will be providing service thru the existing Interlocal Agreement between Palm Beach County and Seacoast Utility Authority for the Purchase and Sale of Bulk Potable Water and Wastewater Service.

Existing and Proposed Sewage Collection Improvements

The proposed improvements for the sewage collection system comprising a portion of the Parcel A-10 Project consists of a network of gravity mains and sewer services which will collect and discharge the generated sewage flow from the residential units within Parcel A-10 Sub-Assessment Area to an existing lift station located within Parcel A-10 which pumps the generated flow to an existing force main located on Panther National Boulevard.

Existing Sewage Treatment Facilities

Sewage treatment will be provided by the East Central Regional Wastewater Treatment Facilities Operation Board ("ECR") which is funded and governed by a board comprised of the representatives of the entities served by that facility, namely: the City of West Palm Beach, the City of Lake Worth, the City of Riviera Beach, the Town of Palm Beach, and the County. The ECR is licensed to function under specific guidelines by the State of Florida and the U.S. Environmental Protection Agency.

Currently, the ERC's plant is treating approximately 45 million gallons per day and therefore, the plant has adequate capacity to treat the anticipated flow for the Parcel A-10 Project.

Regulation Compliance

The proposed sewage collection/transmission system will be designed to meet the requirements of the following permitting agencies:

- Seacoast Utility Authority
- Palm Beach County Water Utilities Department
- City of West Palm Beach
- Palm Beach County Health Department
- Florida Department of Environmental Protection
- City of Palm Beach Gardens
- ECR

C. Water Distribution System

The Parcel A-10 Project is located within the Seacoast Utility Authority ("SUA") domestic water service area. Subject to prevailing fees, charges, policies and practices, SUA proposes to provide domestic water service, distribution, and treatment. Currently, SUA does not have the facilities in place to service the site and therefore, will be providing service thru an existing Interlocal Agreement between Palm Beach County and Seacoast Utility Authority for the Purchase and Sale of Bulk Potable Water and Wastewater Service. SUA will require the payment of capacity charges prior to approving the construction drawings for the proposed system.

Existing and Proposed Water Distribution System Improvements

The proposed improvements for the water distribution system comprising the Parcel A-10 Project consist of the installation of a water main, fire hydrants and water services. The system will be connected to an existing water main located along Coconut Boulevard.

Regulation Compliance
The proposed water distribution system will be designed to meet the requirements of the following permitting agencies:

- Seacoast Utility Authority
- Palm Beach County Water Utilities Department
- City of West Palm Beach
- Palm Beach County Health Department
- Florida Department of Environmental Protection
- City of Palm Beach Gardens

D. Access Roads

To comply with the water management requirements for the Project, a stabilized access road needs to be provided and graded to direct the surface water runoff to the catch basins. Also, as required by the permitting agencies and the City of Palm Beach Gardens Code of Ordinances, the road will provide access to the public utility providers during construction of the public improvements (Fire/Police/EMS) constituting a portion of the Parcel A-10 Project. The roadway components include, but are not limited to, grading the road right-of-way and curbing which are related to the storm water management system. These improvements will be located within Parcel A-10 Sub-Assessment Area and will benefit the assessable land therein.

E. Landscape, Buffers, Paths, Sidewalks and Irrigation

Pursuant to the City's approved site plan for the Parcel A-10 Project, the landscape, buffers, paths, sidewalks and irrigation improvements in common areas and easements to be owned or maintained by the CDD will be constructed to meet the conditions of approval in accordance with local regulations. Landscape, buffers, paths, sidewalks and irrigation improvements outside of the hard gate will be financed with Non-Taxable Bonds, will be located within Parcels A-10 Sub-Assessment Area and will benefit the assessable land therein. Landscape, buffers, paths, sidewalks and irrigation improvements inside the hard gate will be financed with Taxable Bonds, will be located within Parcel A-10 Sub-Assessment Area and will benefit the assessable land therein.

F. Hardscape and Walls

Pursuant to the City's approved site plan for the Parcel A-10 Project, the entry features and sound barrier walls/fences and gates in common areas and easements to be owned or maintained by the CDD will be constructed to meet the conditions of approval in accordance with local regulations. The perimeter wall and hardscape at the entrance of Parcel A-10 will be financed with Non-Taxable bonds. The interior walls, hardscape, gate, common area sidewalks will

be financed with Taxable Bonds, will be located within Parcel A-10 Sub-Assessment Area and will benefit the assessable land therein.

C. This Part V of the 2024 Report entitled "COST SUMMARY – PARCEL A-10 PROJECT," outlines the anticipated costs the improvements as follows:

PART V(I): COST SUMMARY – PARCEL A-10 PROJECT

The planned improvements comprising the Parcel A-10 Project construction cost estimates to be financed by the District are as follows:

1. *Non-Taxable Bonds*

The estimated costs for the public infrastructure constituting the Parcel A-10 Project to be funded through the District by the issuance of the non-taxable Bonds are as follows:

Item No.	RESIDENTIAL PARCEL COSTS DESCRIPTION (Parcel A-21)	Phase 1 Estimate Cost	Phase 2 Estimated Cost	Total Estimated Cost
1	Water Management (*)	$12,938,515	$3,395,143	$16,333,659
2	Water distribution and sewage collection system	$4,993,457	$2,933,760	$7,927,217
3	Landscape & irrigation outside of hard gate	$1,026,540	$1,406,250	$2,432,790
4	Perimeter walls for sound abatement and retaining walls for flood protection, hardscape at entrance, sidewalks and differential cost of undergrounding electrical utilities	$911,240	$129,299	$1,040,539
	TOTAL =	*$19,869,752*	*$7,864,452*	*$27,734,205*

(*) Land Acquisition:
The cost estimates for any acquisition of lands by the District set forth in this Report was based on information provided by the Developer. It is

understood that the actual price paid by the District will be determined by the lower of the cost basis to the Developer or the appraised value determined by an independent appraisal commissioned by the District.

A portion of the below described improvements have been completed by the Developer and the Develper expects to be reimbursed for all the costs. The costs will be reimbursed from the Non-Taxable Bonds.

Item No.	MASTER DEVELOPMENT INFRASTRUCTURE COSTS DESCRIPTION (PREVIOUSLY SPENT)	Total Estimated Cost
1	Water Management	$3,000,000
2	Water distribution and sewage collection system	$2,000,000
3	Roadway infrastructure	$2,000,000
4	Landscape & irrigation	$2,000,000
5	Perimeter walls for sound abatement and retaining walls for flood protection, hardscape at entrance, sidewalks and differential cost of undergrounding electrical utilities	$2,000,000
	TOTAL =	*$11,000,000*

Soft Cost, Permit Fees, General Conditions:

The items listed above include consulting fees and soft costs fees for planning, design, engineering, and surveying, permitting fees, appraisals, legal and administrative fees, water and sewer capacity fees, City fees pertaining the site infrastructure and project management related to the Parcel A-10 Project. The City, County and State impose permit fees for the construction of the proposed infrastructure improvements. These fees vary depending on the type of work involved and are usually based on a percentage of the total cost of the work.

2. *Taxable Bonds**

The estimated costs for the infrastructure comprising the Parcel A-10 Project to be funded by the District through the issuance of the Taxable Bonds are as follows:

Item No.	RESIDENTIAL PARCEL COSTS DESCRIPTION – Parcel A-10	Phase 1 Estimate Cost	Phase 2 Estimated Cost	Total Estimated Cost
1	Roadway related work*	$1,073,680	$612,355	$1,686,035
2	Landscape & irrigation*	$305,483	$273,200	$578,683
3	Walls, Hardscape, Gate, Common Area & Sidewalks*	$644,250	$567,525	$1,211,775
	TOTAL =	*$2,023,413*	*$1,453,080*	*$3,476,493*

*These improvements are located behind hard gates.

Soft Cost, Permit Fees, General Conditions:

The items listed above include consulting fees and soft costs fees for planning, design, engineering, and surveying, permitting fees, appraisals, legal and administrative fees, water and sewer capacity fees, City fees pertaining the site infrastructure and project management related to the Parcel A-10 Project. The City, County and State impose permit fees for the construction of the proposed infrastructure improvements. These fees vary depending on the type of work involved and are usually based on a percentage of the total cost of the work.

PART VI of the 2024 Report is hereby supplemented to add subsection PART VI(1), entitled "CONCLUSION – PARCEL A-10 PROJECT," as follows:

PART VI(I): CONCLUSION – PARCEL A-10 PROJECT

A. Benefits and Costs:

The planned improvements described herein will provide a direct and special benefit to all owners of the assessable properties within the Parcel A-10 Sub-Assessment Area. Also, the construction and maintenance of the improvements comprising the Parcel A-10 Project will benefit said owners and properties. In all cases the price to be paid by the District for the improvements comprising the Parcel A-10 Project will be the lower of the actual cost of such improvements or the fair market value.

B. Recommendations:

The District will need to obtain revenues for the purpose of funding the construction of the required public improvements listed in this A-10 Report. The Bonds to be issued in multiple series in connection with the development of the Parcel A-10 Sub-Assessment Area and will be secured by the levy of special assessments levied against the assessable lands in Parcel A-10 Sub-Assessment Area within Assessment Area Two.

C. Modifications to the Report:

It may be necessary to make changes and modification to the planned improvements during the planning, permitting and construction stages of the public infrastructure. It is not expected that the changes and modifications will significantly impact the information and conclusions contained in this report.

Based on the information obtained to date and the recommendations listed in the reports prepared by various consultants associated with the Parcel A-10 Project, it is our opinion that as set forth in the approval requirements from the applicable governmental entities, the lands within Parcel A-10 Sub-Assessment Area in the District can be developed for its intended use.

The estimated cost associated with the planned improvements comprising the Parcel A-10 Project is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for on-going and similar items of work in the area. The labor

market, future costs of equipment and material, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than the estimated value. The professional services for establishing the opinion of estimated construction cost are consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

It is our opinion that the direct and special benefits to be received by the landowners and residents within the designated area securing the Bonds within the District as a result of the construction and/or acquisition of the infrastructure constituting the Parcel A-10 Project within Parcel A-10 Sub-Assessment Area are at least equal to the cost thereof.

PART III.

Our prior reports are hereby amended and supplemented as provided in this A-10 Report.

I hereby certify that the foregoing is a true and correct copy of the Third Amendment to the Eighth Supplemental Engineer's Report (Parcel A-10 Project) for the Avenir Community Development District.

Sincerely,

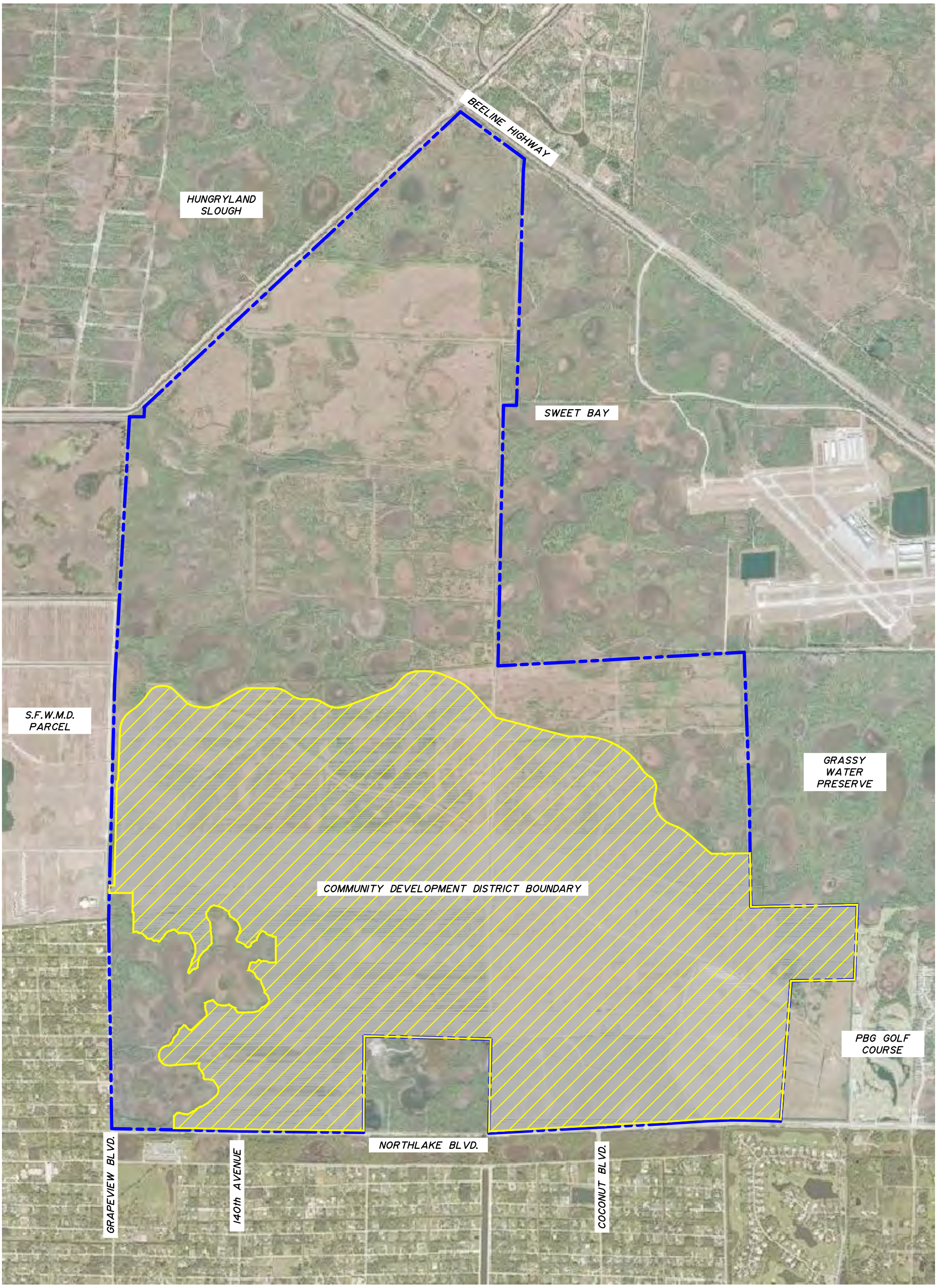
BALLBÉ & ASSOCIATES, INC.

February 12, 2026

Carlos J. Ballbé
For the Firm
Registered Engineer No. 41811
State of Florida

EXHIBITS

Exhibit 1	Location Map / CDD Boundary



PROPERTY BOUNDARY LIMITS

COMMUNITY DEVELOPMENT DISTRICT BOUNDARY

NORTH

0 2000 4000

Feet

Engineer of Record:
Carlos J. Ballbe'

9/13/2016

Reg. Eng. No. 41811
State of Florida

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

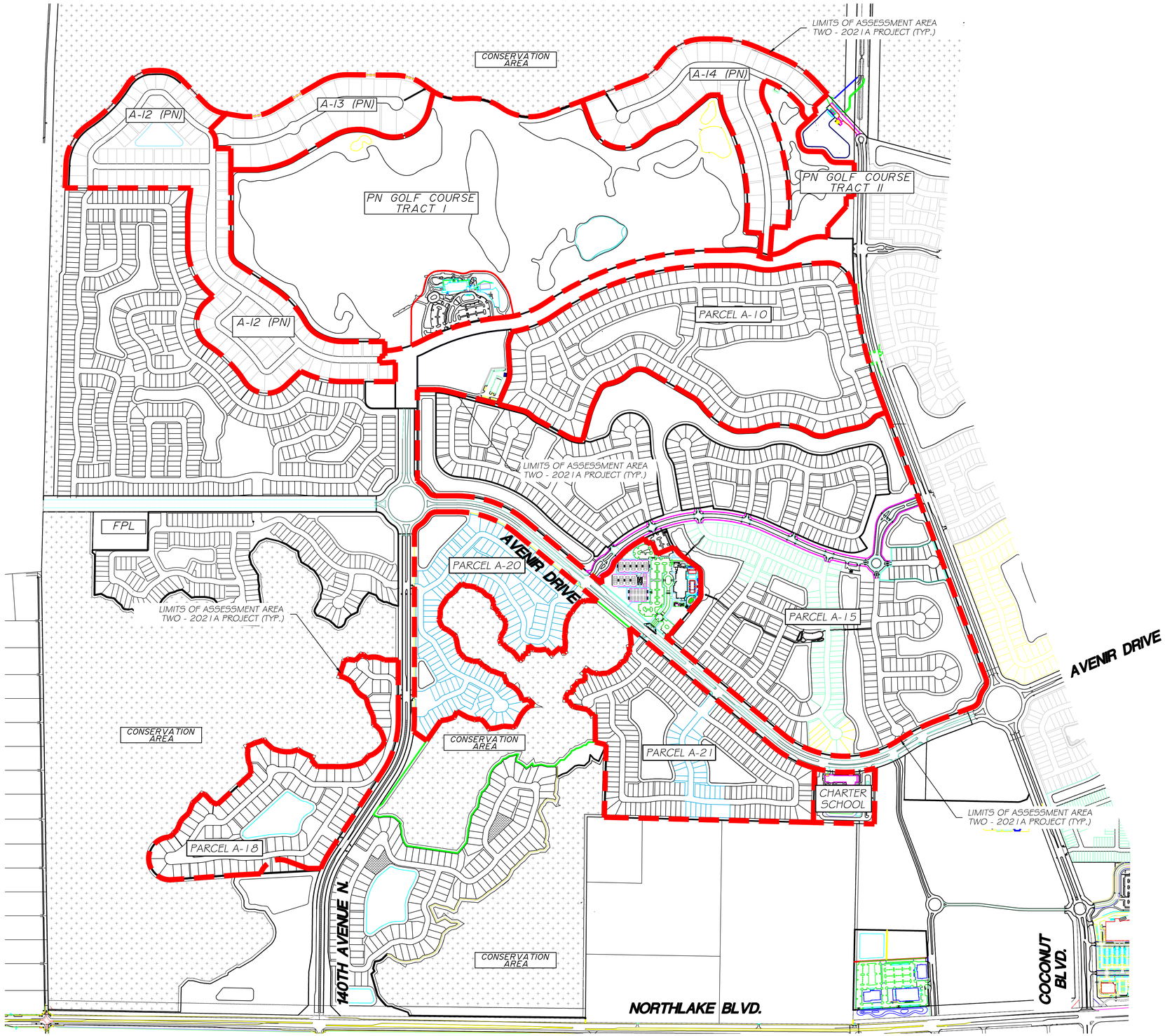
2737 Northeast 30th Place
Fort Lauderdale, Florida 33306
Phone: (954) 491-7811
Authorization No. EB-26343

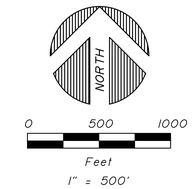
EXHIBIT I
LOCATION MAP

AVENIR C.D.D.
AVENIR HOLDINGS, LLC

AVENIR

Exhibit 2	Assessment Area Two Plan





ASSESSMENT AREA TWO
2021A PROJECT

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: N/A Date:
Drawn by: C.J.B. Date: 10/2024
Checked by: N/A Date:

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

3564 N. Ocean Boulevard
Fort Lauderdale, Florida 33308
Phone: (954) 491-7811
Authorization No. CA26426

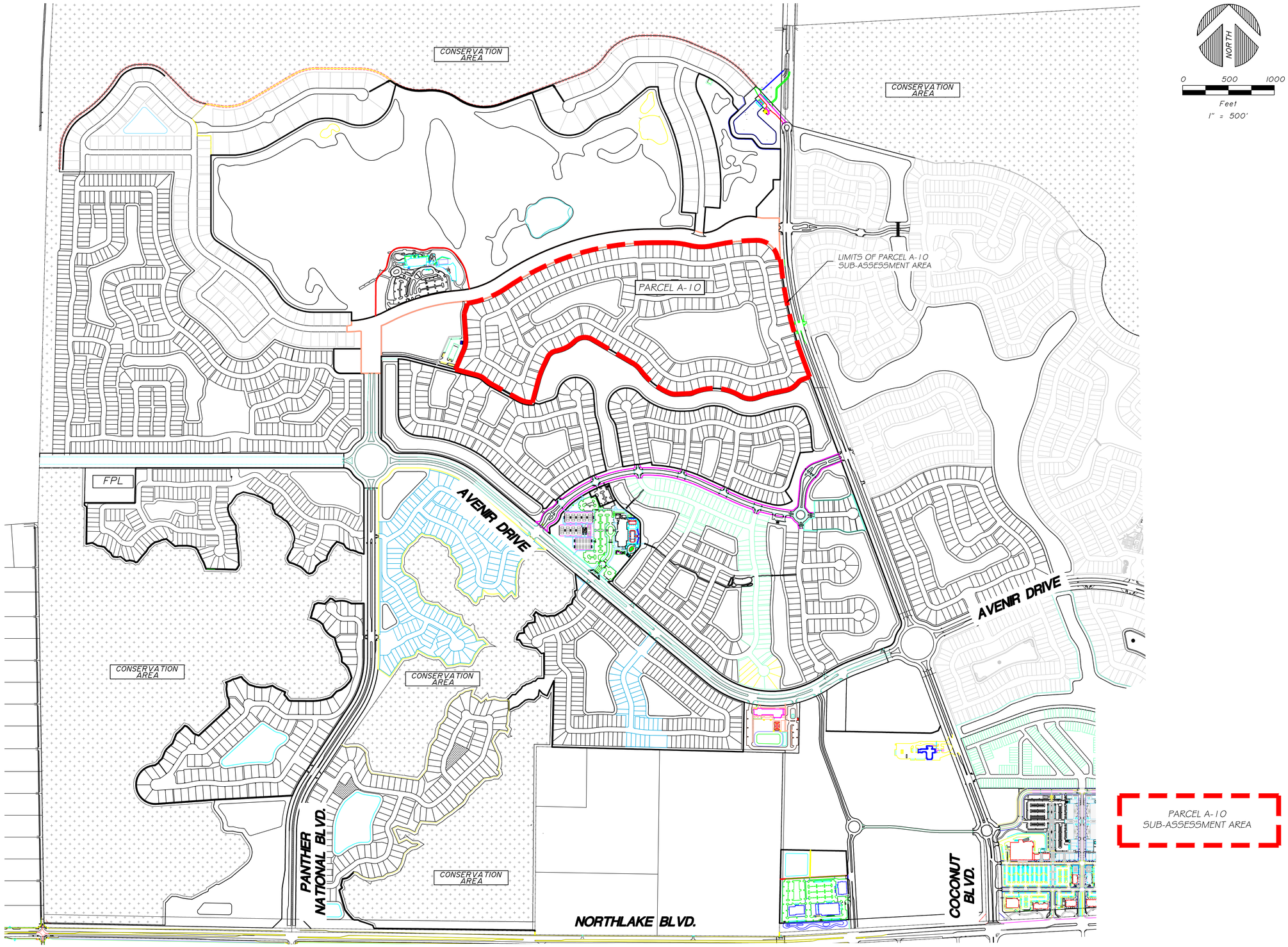
Engineer of Record: CARLOS J. BALLBÉ
Registered Engineer Number: 41811
State of Florida
Date: 10/10/2024

ASSESSMENT AREA TWO-2021A PROJECT AREA PLAN

EXHIBIT 3
AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number: 201622
Sheet Number: 1 OF 1

Exhibit 3	Parcel A-10 Sub-Assessment Area Plan



NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: N/A Date:

Drawn by: C.J.B. Date: 10/2024

Checked by: N/A Date:

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

3564 N. Ocean Boulevard
Fort Lauderdale, Florida 33308
Phone: (954) 491-7811
Authorization No. CA26426

Engineer of Record: CARLOS J. BALLBE'

Registered Engineer Number: 41811
State of Florida

Date: 02/12/2026

PARCELS A-10

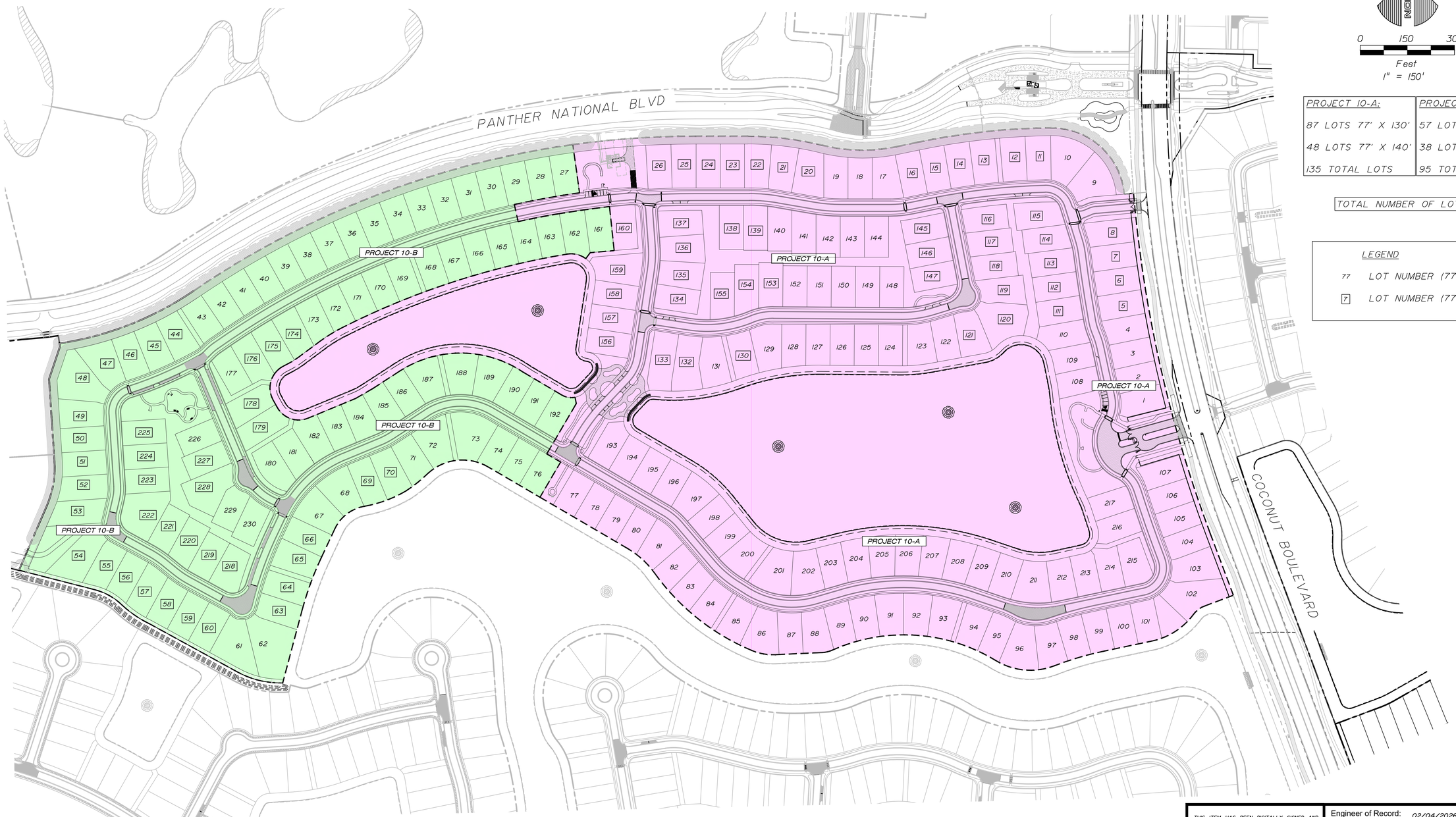
SUB-ASSESSMENT AREA PLAN

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number: 201622

Sheet Number: 1 OF 1

Exhibit 4	Avenir Parcel A-10 Phasing Plan



PROJECT 10-A:	PROJECT 10-B:
87 LOTS 77' X 130'	57 LOTS 77' X 130'
48 LOTS 77' X 140'	38 LOTS 77' X 140'
135 TOTAL LOTS	95 TOTAL LOTS

TOTAL NUMBER OF LOTS = 230

LEGEND

77 LOT NUMBER (77' X 130')

7 LOT NUMBER (77' X 140')

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CARLOS J. BALLBÉ ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Engineer of Record: 02/04/2026

CARLOS J. BALLBÉ LICENSE NO. 41811 STATE OF FLORIDA PROFESSIONAL ENGINEER

Carlos J. Ballbé
Registered Engineer Number 41811
State of Florida

Project Number: 2021/10

Sheet Number: 1

Date: 02/04/2026

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: CJB Date: 09/2023

Drawn by: CJB Date: 09/2023

Checked by: CJB Date: 09/2023

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

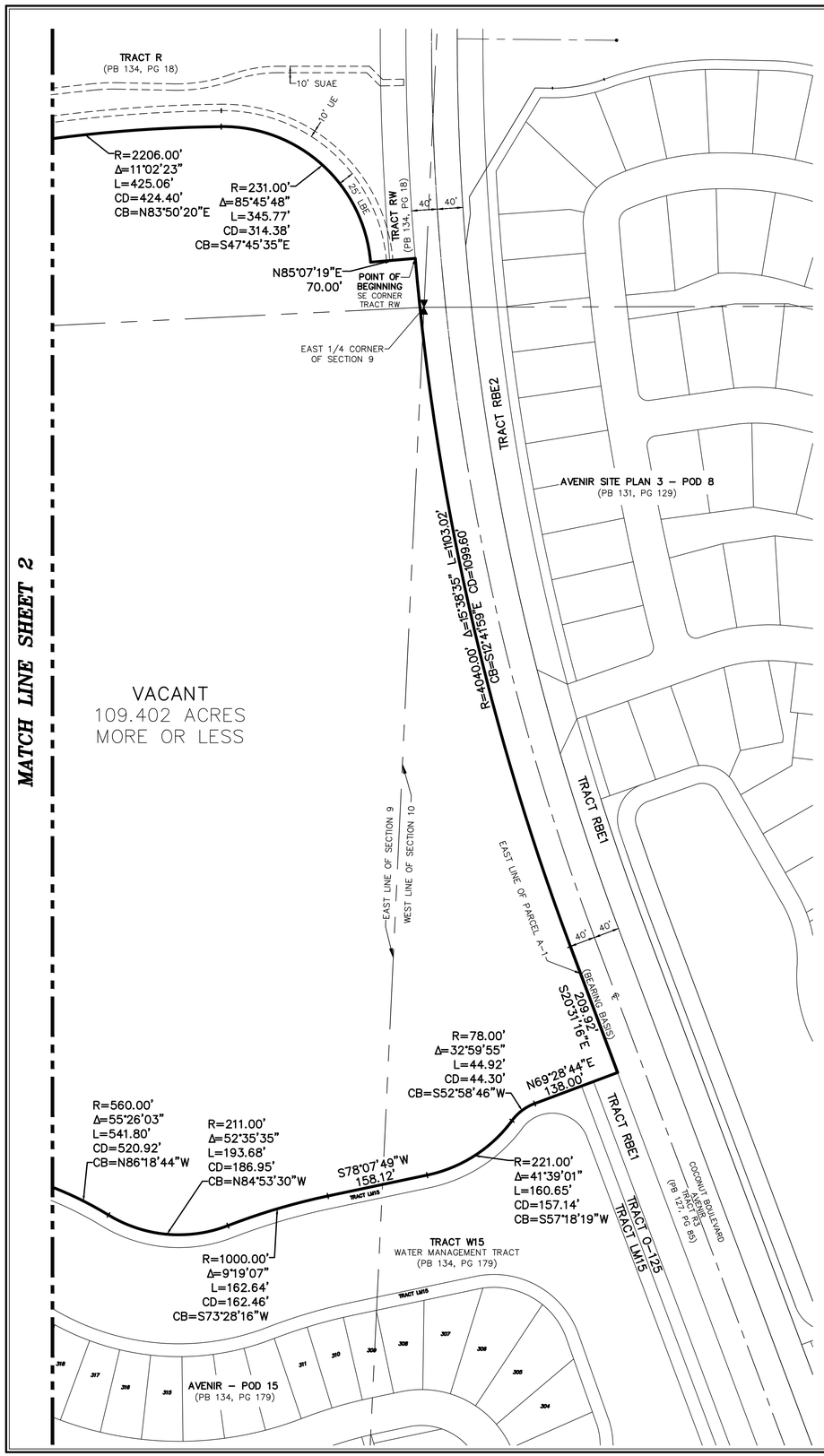
3564 N. Ocean Boulevard
Fort Lauderdale, Florida 33307
Phone: (954) 491-7811
Authorization No. CA-26426

PARCEL 10-A PROJECT LAYOUT PLAN

AVENIR POD 10

AVENIR DEVELOPMENT, LLC

Exhibit 5	Avenir Parcel A-10 Survey



GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 INCH = 100 FT.

LEGEND/ABBREVIATIONS

- ℄ – CENTERLINE
- Δ – DELTA (CENTRAL ANGLE)
- AC – ACRES
- CB – CHORD BEARING
- CD – CHORD DISTANCE
- DE – DRAINAGE EASEMENT
- L – ARC LENGTH
- LB – LICENSED BUSINESS
- PB – PLAT BOOK
- PG – PAGE
- FND PBC – FOUND PALM BEACH COUNTY SURVEY MONUMENT
- R – RADIUS
- RBE – ROADWAY BUFFER EASEMENT
- (RB) – RADIAL BEARING
- RW – RIGHT-OF-WAY
- SF – SQUARE FEET
- SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
- UE – UTILITY EASEMENT
- ◉ – DENOTES SET 5/8" IRON ROD & CAP LB3591
- SECTION CORNER
- 1/4 SECTION CORNER

THE FOLLOWING IS A PARTIAL LIST OF NUMBERED EXCEPTIONS WHICH CORRESPOND TO THE NUMBERED EXCEPTIONS CONTAINED IN SCHEDULE BII OF THE FIRST AMERICAN COMMITMENT FOR TITLE INSURANCE HAVING A FILE NO.: 2021-4844295, WITH A COMMITMENT DATE OF JULY 26, 2020 @ 8:00 A.M.. REVISION No.: 2, AUGUST 5, 2020.

SCHEDULE "BII" EXCEPTIONS

9. Reservation of one-half of the oil and mineral rights by Colorado Development Company contained in Warranty Deed recorded in Deed Book 943, Page 333, Public Records of Palm Beach County, Florida. Said rights conveyed by instruments recorded in Official Records Book 899, Page 214; Official Records Book 1802, Page 266; Official Records Book 3710, Page 1109; Official Records Book 3710, Page 1111; Official Records Book 5302, Page 1896; Official Records Book 5302, Page 1897; Official Records Book 5302, Page 1898; Official Records Book 5926, Page 1774; Official Records Book 8320, Page 686; Official Records Book 8611, Page 1722; Official Records Book 16747, Page 304; Reservation of ingress and egress easements contained in Agreement recorded August 6, 1973, in Official Records Book 2196, Page 717; Notice of Interest recorded December 30, 1975, in Official Records Book 2492, Page 1359; Release of Surface Rights recorded January 4, 2001, in Official Records Book 12236, Page 199 (as to that portion of the subject property which lies within the Embankment Easement as described in the Order of Taking recorded in Official Records Book 12173, Page 5); and Release of Surface Rights (as to all remaining encumbered lands) recorded October 31, 2012, in Official Records Book 25564, Page 1330, Public Records of Palm Beach County, Florida.
AFFECTS-NO PLOTTABLE ITEM

10. Amended Potable Water, Reclaimed Water and Wastewater Utilities Franchise and Service Area Agreement recorded October 21, 2004, in Official Records Book 17664, Page 583, Public Records of Palm Beach County, Florida.
AFFECTS-NO PLOTTABLE ITEM

11. Notice of Interest in favor of Seacoast Utility Authority recorded May 8, 2014, in Official Records Book 26779, Page 403, Public Records of Palm Beach County, Florida.
AFFECTS-NO PLOTTABLE ITEM

12. Notice of Establishment of the Avenir Community Development District recorded February 8, 2017, in Official Records Book 28883, Page 378, Public Records of Palm Beach County, Florida.
AFFECTS-NO PLOTTABLE ITEM

13. Final Judgment (CDD Bonds) recorded June 23, 2017, in Official Records Book 29176, Page 701, Public Records of Palm Beach County, Florida.
AFFECTS-NO PLOTTABLE ITEM

14. Blanket Communications Easement Agreement in favor of AV Broadband, LLC, a Florida limited liability company recorded November 1, 2017, in Official Records Book 29442, Page 525; as affected by Partial Release recorded April 6, 2018, in Official Records Book 29765, Page 1306; together with a First Amendment to Blanket Communications Easement recorded May 23, 2018, in Official Records Book 29872, Page 294; as affected by Partial Release recorded September 14, 2018, in Official Records Book 30121, Page 1985; as affected by Partial Release recorded April 1, 2019 in Official Records Book 30510, Page 1014; together with Second Amendment recorded April 12, 2019, in Official Records Book 30540, Page 376; as affected by Subordination of Easement recorded August 1, 2019, in Official Records Book 30792, Page 93; Subordination of Easement recorded October 15, 2019, in Official Records Book 30954, Page 447 and Subordination of Easement recorded January 22, 2020, in Official Records Book 31173, Page 1422, Public Records of Palm Beach County, Florida.
AFFECTS-NO PLOTTABLE ITEM

15. Memorandum of Agreement recorded December 1, 2017, in Official Records Book 29501, Page 263; as affected by Partial Release recorded April 6, 2018, in Official Records Book 29765, Page 1290 and Partial Release recorded September 26, 2018, in Official Records Book 30146, Page 480, Public Records of Palm Beach County, Florida.
AFFECTS-NO PLOTTABLE ITEM

16. Memorandum of Developer Agreement recorded April 4, 2018, in Official Records Book 29758, Page 993; as affected by First Amendment recorded September 5, 2018, in Official Records Book 30102, Page 1973, Public Records of Palm Beach County, Florida.
AFFECTS-NO PLOTTABLE ITEM

17. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of AVENIR, recorded January 14, 2019, in Plat Book 127, Pages 85-109, 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).
AFFECTS-NO PLOTTABLE ITEM

18. INTENTIONALLY DELETED

19. INTENTIONALLY DELETED

20. Final Judgment (for validation of revenue bonds for Avenir Community Development District) recorded June 16, 2020, in Official Records Book 31498, Page 1389, Public Records of Palm Beach County, Florida.
NOT A MATTER OF SURVEY

21. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
AFFECTS-NO PLOTTABLE ITEM

Note: All of the recording information contained herein refers to the Public Records of Palm Beach County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

DESCRIPTION:

A PORTION OF PARCEL A-1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT RW, PANTHER NATIONAL AT AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 18 OF PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING A POINT ON A CURVE CONCAVED TO THE EAST THROUGH A CENTRAL ANGLE OF 15° 38' 35", HAVING A RADIUS OF 4040.00 FEET, HAVING AN ARC DISTANCE OF 1103.02 FEET, AND WHOSE LONG CHORD BEARS SOUTH 12° 41' 59" EAST FOR A DISTANCE OF 1099.60 FEET; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 209.92 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 138.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32° 59' 55", HAVING A RADIUS OF 78.00 FEET, HAVING AN ARC DISTANCE OF 44.92 FEET, AND WHOSE LONG CHORD BEARS SOUTH 52° 58' 46" WEST FOR A DISTANCE OF 44.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41° 39' 01", HAVING A RADIUS OF 221.00 FEET, HAVING AN ARC DISTANCE OF 160.65 FEET, AND WHOSE LONG CHORD BEARS SOUTH 57° 18' 19" WEST FOR A DISTANCE OF 157.14 FEET; THENCE SOUTH 78° 07' 49" WEST FOR A DISTANCE OF 158.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09° 19' 07", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 162.64 FEET, AND WHOSE LONG CHORD BEARS SOUTH 73° 28' 16" WEST FOR A DISTANCE OF 162.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 52° 35' 35", HAVING A RADIUS OF 211.00 FEET, HAVING AN ARC DISTANCE OF 193.68 FEET, AND WHOSE LONG CHORD BEARS NORTH 84° 53' 30" WEST FOR A DISTANCE OF 186.95 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 55° 26' 03", HAVING A RADIUS OF 560.00 FEET, HAVING AN ARC DISTANCE OF 541.80 FEET, AND WHOSE LONG CHORD BEARS NORTH 86° 18' 44" WEST FOR A DISTANCE OF 520.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21° 24' 55", HAVING A RADIUS OF 93.00 FEET, HAVING AN ARC DISTANCE OF 34.76 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 40' 42" WEST FOR A DISTANCE OF 34.56 FEET; THENCE SOUTH 87° 23' 10" WEST FOR A DISTANCE OF 148.77 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25° 13' 54", HAVING A RADIUS OF 172.00 FEET, HAVING AN ARC DISTANCE OF 75.74 FEET, AND WHOSE LONG CHORD BEARS NORTH 79° 59' 53" WEST FOR A DISTANCE OF 75.13 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31° 46' 47", HAVING A RADIUS OF 724.44 FEET, HAVING AN ARC DISTANCE OF 401.82 FEET, AND WHOSE LONG CHORD BEARS NORTH 51° 29' 33" WEST FOR A DISTANCE OF 396.69 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24° 03' 31", HAVING A RADIUS OF 278.00 FEET, HAVING AN ARC DISTANCE OF 116.73 FEET, AND WHOSE LONG CHORD BEARS NORTH 47° 37' 55" WEST FOR A DISTANCE OF 115.88 FEET; THENCE, NORTH 59° 39' 40" WEST FOR A DISTANCE OF 514.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 72° 07' 55", HAVING A RADIUS OF 162.71 FEET, HAVING AN ARC DISTANCE OF 204.84 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84° 16' 22" WEST FOR A DISTANCE OF 191.58 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11° 08' 22", HAVING A RADIUS OF 470.57 FEET, HAVING AN ARC DISTANCE OF 91.49 FEET, AND WHOSE LONG CHORD BEARS SOUTH 51° 15' 39" WEST FOR A DISTANCE OF 91.34 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20° 26' 45", HAVING A RADIUS OF 398.96 FEET, HAVING AN ARC DISTANCE OF 142.37 FEET, AND WHOSE LONG CHORD BEARS SOUTH 69° 45' 20" WEST FOR A DISTANCE OF 141.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54° 48' 38", HAVING A RADIUS OF 128.00 FEET, HAVING AN ARC DISTANCE OF 122.45 FEET, AND WHOSE LONG CHORD BEARS SOUTH 52° 34' 24" WEST FOR A DISTANCE OF 117.83 FEET; THENCE, SOUTH 25° 10' 05" WEST FOR A DISTANCE OF 101.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10° 14' 51", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 178.85 FEET, AND WHOSE LONG CHORD BEARS SOUTH 20° 02' 39" WEST FOR A DISTANCE OF 178.61 FEET; THENCE, SOUTH 14° 55' 14" WEST FOR A DISTANCE OF 239.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 11' 52", HAVING A RADIUS OF 285.00 FEET, HAVING AN ARC DISTANCE OF 150.21 FEET, AND WHOSE LONG CHORD BEARS NORTH 76° 21' 52" WEST FOR A DISTANCE OF 148.48 FEET; THENCE, NORTH 61° 15' 56" WEST FOR A DISTANCE OF 320.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17° 19' 36", HAVING A RADIUS OF 345.58 FEET, HAVING AN ARC DISTANCE OF 104.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 55° 36' 26" WEST FOR A DISTANCE OF 104.11 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29° 45' 21", HAVING A RADIUS OF 196.00 FEET, HAVING AN ARC DISTANCE OF 101.79 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 41' 05" WEST FOR A DISTANCE OF 100.65 FEET; THENCE, NORTH 75° 33' 46" WEST FOR A DISTANCE OF 248.70 FEET; THENCE NORTH 23°21'40" EAST, A DISTANCE OF 224.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27° 07' 42", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 142.04 FEET, AND WHOSE LONG CHORD BEARS NORTH 09° 47' 49" EAST FOR A DISTANCE OF 140.72 FEET; THENCE NORTH 03°46'02" WEST, A DISTANCE OF 264.00 FEET; THENCE NORTH 18°32'57" EAST, A DISTANCE OF 109.27 FEET; THENCE NORTH 08°33'38" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25° 43' 59", HAVING A RADIUS OF 1030.00 FEET, HAVING AN ARC DISTANCE OF 462.60 FEET, AND WHOSE LONG CHORD BEARS NORTH 68° 34' 22" EAST FOR A DISTANCE OF 458.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34° 17' 38", HAVING A RADIUS OF 2835.00 FEET, HAVING AN ARC DISTANCE OF 1696.86 FEET, AND WHOSE LONG CHORD BEARS NORTH 72° 51' 11" EAST FOR A DISTANCE OF 1671.64 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 167.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13° 58' 58", HAVING A RADIUS OF 980.00 FEET, HAVING AN ARC DISTANCE OF 239.17 FEET, AND WHOSE LONG CHORD BEARS SOUTH 83° 00' 31" EAST FOR A DISTANCE OF 238.57 FEET; THENCE SOUTH 77°06'38" EAST, A DISTANCE OF 20.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23° 28' 37", HAVING A RADIUS OF 530.00 FEET, HAVING AN ARC DISTANCE OF 217.17 FEET, AND WHOSE LONG CHORD BEARS SOUTH 89° 53' 33" EAST FOR A DISTANCE OF 215.65 FEET; THENCE NORTH 78°19'08" EAST, A DISTANCE OF 72.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11° 02' 23", HAVING A RADIUS OF 2206.00 FEET, HAVING AN ARC DISTANCE OF 425.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 83° 50' 20" WEST FOR A DISTANCE OF 424.40 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 85° 45' 48", HAVING A RADIUS OF 231.00 FEET, HAVING AN ARC DISTANCE OF 345.77 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 45' 35" EAST FOR A DISTANCE OF 314.38 FEET; THENCE NORTH 85°07'19" EAST, A DISTANCE OF 70.00 FEET POINT OF BEGINNING.

CONTAINING 109.402 ACRES MORE OR LESS

SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. IMPROVEMENTS NOT LOCATED AT THE REQUEST OF THE CLIENT.
3. THE "DESCRIPTION" SHOWN HEREON WAS PROVIDED BY THE CLIENT.
4. THERE ARE NOT GAPS, GORES OR HIATUSES, THE TRACTS ARE CONTIGUOUS ALONG THEIR BOUNDARIES.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO EAST LINE OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85 THROUGH 109, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID EAST LINE HAVING A GRID BEARING OF S20°31'16"E.
6. FLOOD ZONE INFORMATION OBTAINED FROM PALM BEACH COUNTY AND FEMA. PANELS 12099C0353F AND 12099C0343F WITH EFFECTIVE FLOOD ZONE X (OCTOBER 2017) OUTSIDE THE 500-YEAR FLOOD PLAIN.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED ALTA/NSPS LAND TITLE SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON APRIL 27, 2023. I FURTHER CERTIFY THAT THIS ALTA/NSPS LAND TITLE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR & MAPPER #6272
STATE OF FLORIDA – LB #3591

REVISIONS	DATE	BY

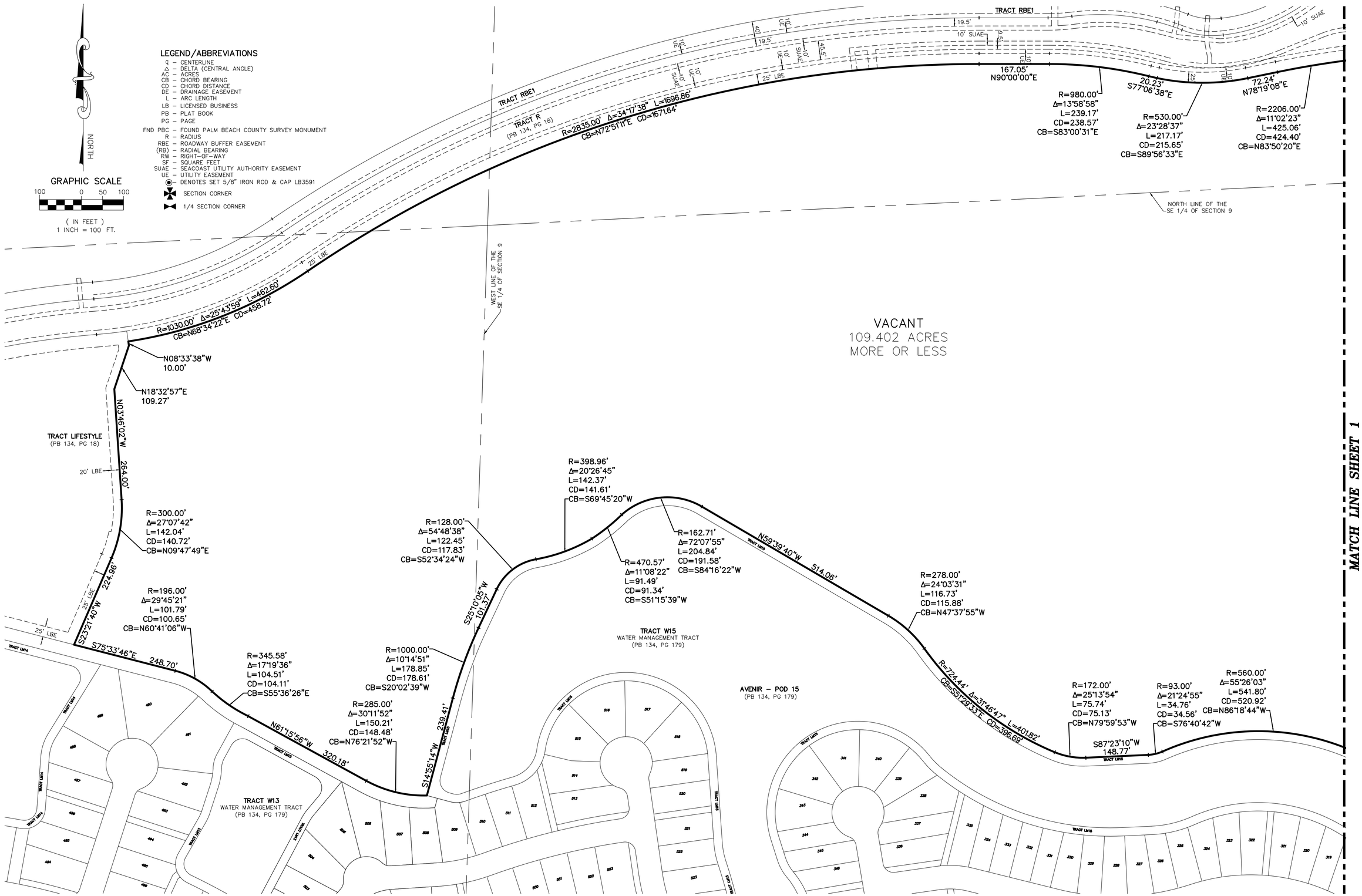
FILE NAME 7955sur-BN01-A-10

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERS, LANDSCAPE ARCHITECTS, SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR
POD A-10
ALTA/NSPS LAND TITLE SURVEY

DATE	04/27/2023
DRAWN BY	RLF
F.B./ PG.	ELECT
SCALE	AS SHOWN

JOB # 7955
SHT.NO. 1
OF 2 SHEETS



REVISIONS	DATE	BY

FILE NAME 7955sur-BND1-A-10

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR
POD A–10
ALTA/NSPS LAND TITLE SURVEY

DATE 04/27/2023
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 7955
SHT.NO.
2
OF 2 SHEETS

Exhibit 6	Avenir Parcel A-10 Legal Description

LEGAL DESCRIPTION:

AVENIR – POD 10, AS RECORDED IN PLAT BOOK 138, PAGE 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

Exhibit 7	Avenir Parcel A-10 Site Plan

LEGEND

O.S.	OPEN SPACE TRACT
L.M.T.	LAKE MAINTENANCE TRACT
D.A.T.	DRAINAGE & ACCESS TRACT
U.E.	UTILITY EASEMENT
S.U.A.	SEACOAST UTILITY AUTHORITY
	STREET LIGHT
	FIRE HYDRANT
	ENHANCED ARCHITECTURE (SIDE)
R	ENHANCED ARCHITECTURE (REAR)
	BIKE RACK
	BENCH
	TRASH RECEPTACLE
	DOG WASTE STATION
#	77' x 140' LOT
#	77' x 130' LOT
M	SALES MODEL
	4' HIGH DECORATIVE ALUMINUM FENCE
	DECORATIVE PAVERS
	STOP SIGN

NOTES

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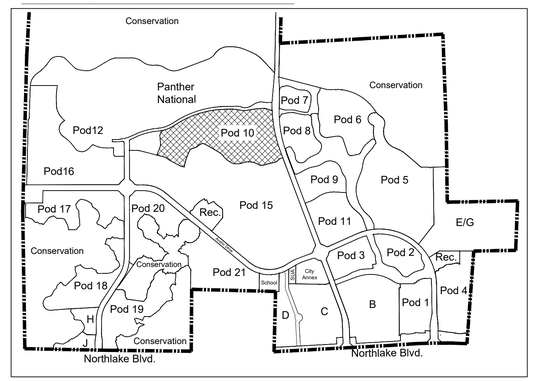
12. MAIL BOX KIOSKS SHALL BE ILLUMINATED.
13. ALL HOMES OF 4,999 SF OR GREATER SHALL HAVE AN APPROVED NFPA 13D FIRE SPRINKLER SYSTEM INSTALLED.

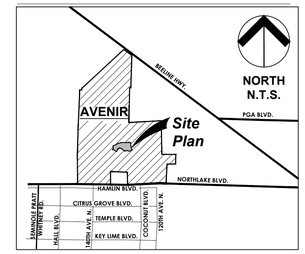
PROPERTY DEVELOPMENT REGULATIONS

77' WIDE LOTS	PROVIDED
LOT COVERAGE	MAX. 55.00%
BUILDING HEIGHT	STORIES/36'
LOT WIDTH	MIN. 77'
SETBACKS	**PROVIDED**
FRONT (SIDE LOADED GARAGES)	15'
WITH FRONT LOADED GARAGES	20'
SIDE	7.5'
SIDE STREET (CORNER LOT)	15'
REAR	10'
POOL / SCREEN ENCLOSURE	
SIDE	5'
SIDE STREET (CORNER LOT)	10'
REAR	5'
PATIOS	
SIDE	2'
SIDE STREET (CORNER LOT)	2'
REAR	2'
FENCES	
FRONT (FRONT & SIDE LOADED)	20'
SIDE	0'
SIDE STREET (CORNER LOT)	10'
REAR	0'
**AT NO TIME SHALL FENCES ENCROACH ANY EASEMENTS*	
GENERATORS	
FRONT	20'
SIDE	3'
SIDE STREET (CORNER LOT)	10'
REAR	3'

POD KEY MAP



LOCATION MAP



SITE DATA

PETITION NUMBER:	SPLN-22-04-000060
PROJECT NAME:	AVENIR POD 10
PROPERTY CONTROL NUMBERS:	52-41-41-28-01-001-0011
SECTION / TOWNSHIP / RANGE:	28/41/41
GROSS ACREAGE:	108.191 ACRES
LAND USE DESIGNATION:	MIXED USE (MXD)
ZONING:	MXD PCD
LAND USE OVERLAY:	WESTERN NORTHLAKE BLVD. CORRIDOR PLANNING AREA
RESIDENTIAL HOUSING TYPE:	SINGLE FAMILY
RESIDENTIAL HOUSING CLASSIFICATION:	DETACHED

TOTAL DWELLING UNITS: 230 D.U.

LOT SIZE:	NUMBER OF UNITS:
77' x 130'	144 D.U.
77' X 140'	86 D.U

NET DENSITY (230 D.U. / 108.191 AC.): 2.13 D.U./AC.

BUILDING HEIGHT: MAX. 3 STORIES / MAX. 36'

OPEN SPACE REQUIRED	ACREAGE	%
(35% OF 108.191 AC)	37.86 AC. MIN. 35%	
OPEN SPACE PROVIDED	**ACREAGE**	**%**
LANDSCAPE / SOD AREAS / L.M.T.*	10.5331 AC. / 458,823.9212 S.F.	9.74%
PRIVATE OPEN SPACE	17.8776 AC. / 778,746.7981 S.F.	16.52%
WATER BODIES SURFACE AREA	20.0603 AC. / 873,824.9169 S.F.	18.5%
RECREATION FACILITIES (PARKS) @ 50%	1.1318 AC. / 49,300.6839 S.F.	1.05%
	49.4750AC / 2,155,130.3023 S.F.	***45.7%***

L.M.T. is planted with sod and does not include a sidewalk; the corresponding acreage is included in the landscape/sod areas.

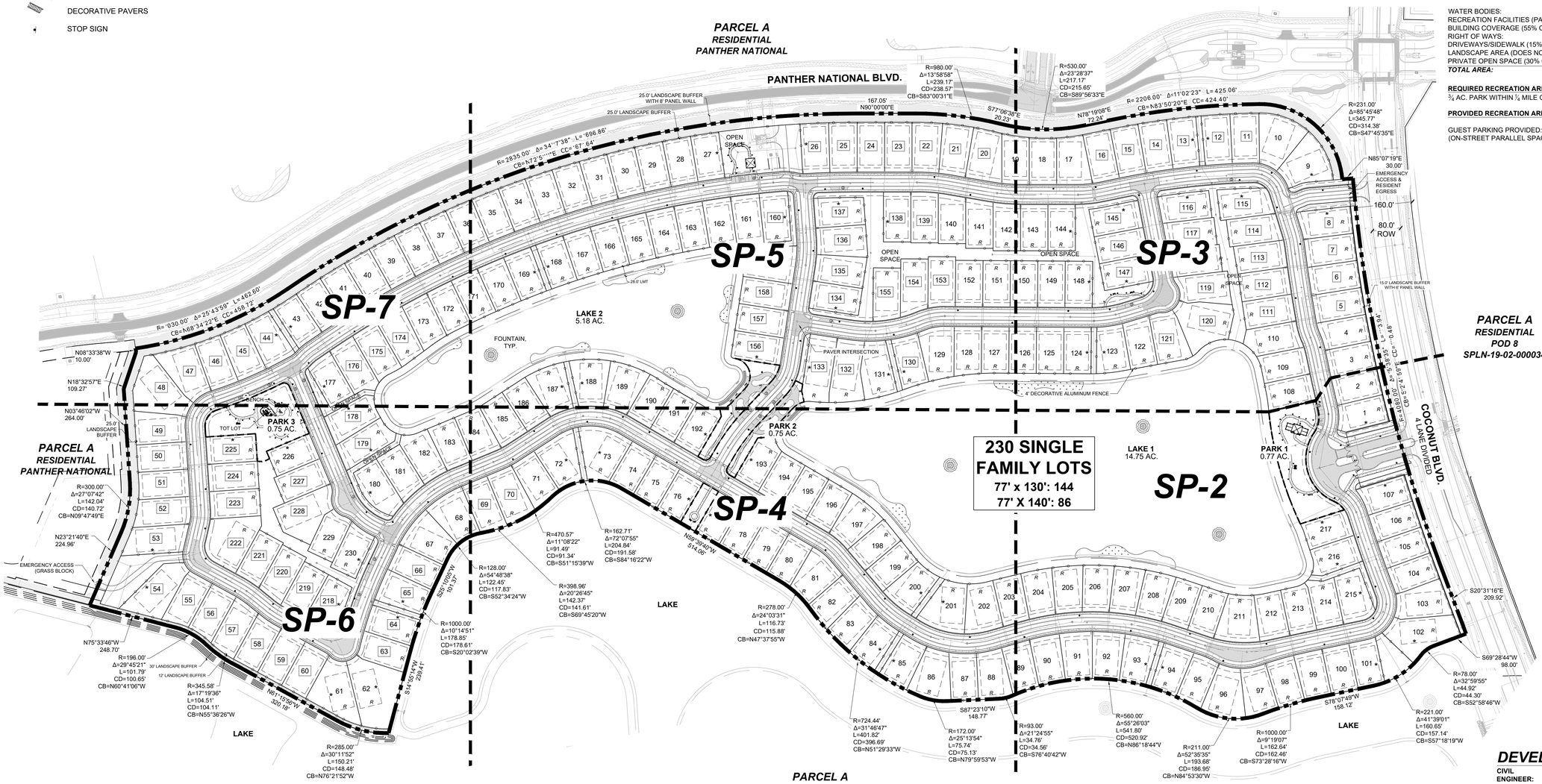
WATER BODIES:	19.93 AC.
RECREATION FACILITIES (PARKS):	2.26 AC.
BUILDING COVERAGE (55% OF SF LOT AREA):	32.56 AC.
RIGHT OF WAYS:	15.87 AC.
DRIVEWAYS/SIDEWALK (15% OF SF LOT AREA):	9.16 AC.
LANDSCAPE AREA (DOES NOT INC. LANDSCAPE IN R/W):	10.53 AC.
PRIVATE OPEN SPACE (30% OF SF LOT AREA):	17.88 AC.
TOTAL AREA:	***108.19 AC.***

REQUIRED RECREATION AREA:

¾ AC. PARK WITHIN ¼ MILE OF EACH PARCEL

PROVIDED RECREATION AREA: 2.26 AC.

GUEST PARKING PROVIDED: 53 SPACES
(ON-STREET PARALLEL SPACES)



DEVELOPMENT TEAM

CIVIL ENGINEER:	BALLBE & ASSOCIATES 2737 NORTHEAST 30TH PLACE FORT LAUDERDALE, FL 33306 (954) 491-7811
SURVEYOR:	CAULFIELD & WHEELER, INC. 7900 GLADES ROAD BOCA RATON, FL 33434 (561) 392-1991
SITE PLANNER & LANDSCAPE ARCHITECT:	URBAN DESIGN STUDIO 610 CLEMATIS STREET, SUITE CU02 WEST PALM BEACH, FL 33401 (561) 366-1100
TRAFFIC ENGINEER:	SUSAN E. O'ROURKE, PE, INC. 428 S.W. AKRON AVENUE, SUITE 1A STUART, FL 34994 (772) 781-7918

urban design studio
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610 Clematis Street, Suite CU02
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FINAL APPROVAL
City of Palm Beach Gardens
Project Name: Avenir Pod 10
Petition #: SPLN-22-04-000060
Development Order: Resolution 9, 2024
Date: 2/1/2024
Project Manager: Olga Ellison

Avenir - Pod 10
A Planned Community Development
Palm Beach Gardens, Florida
Overall Site Plan

Drawing name: H:\JOBS\Avenir, Bar Verona Ranch_12-065\Avenir\Development_Plan\12_065Development_Plan2023-Site Plan.dwg

NORTH
0 75' 150' 300'
Scale: 1" = 150'-0"

Date:	October 2021
Project No.:	12-065.049
Designed By:	WJT
Drawn By:	WJT
Checked By:	WJT

Revision Dates:

04-05-2022	PBG SUBMITTAL
07-07-2023	PBG RESUBMITTAL #1
10-10-2023	PBG RESUBMITTAL #2
12-01-2023	PBG RESUBMITTAL #3
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12-20-2023	PBG RESUBMITTAL #5

SP-1
of 13

FINAL APPROVAL
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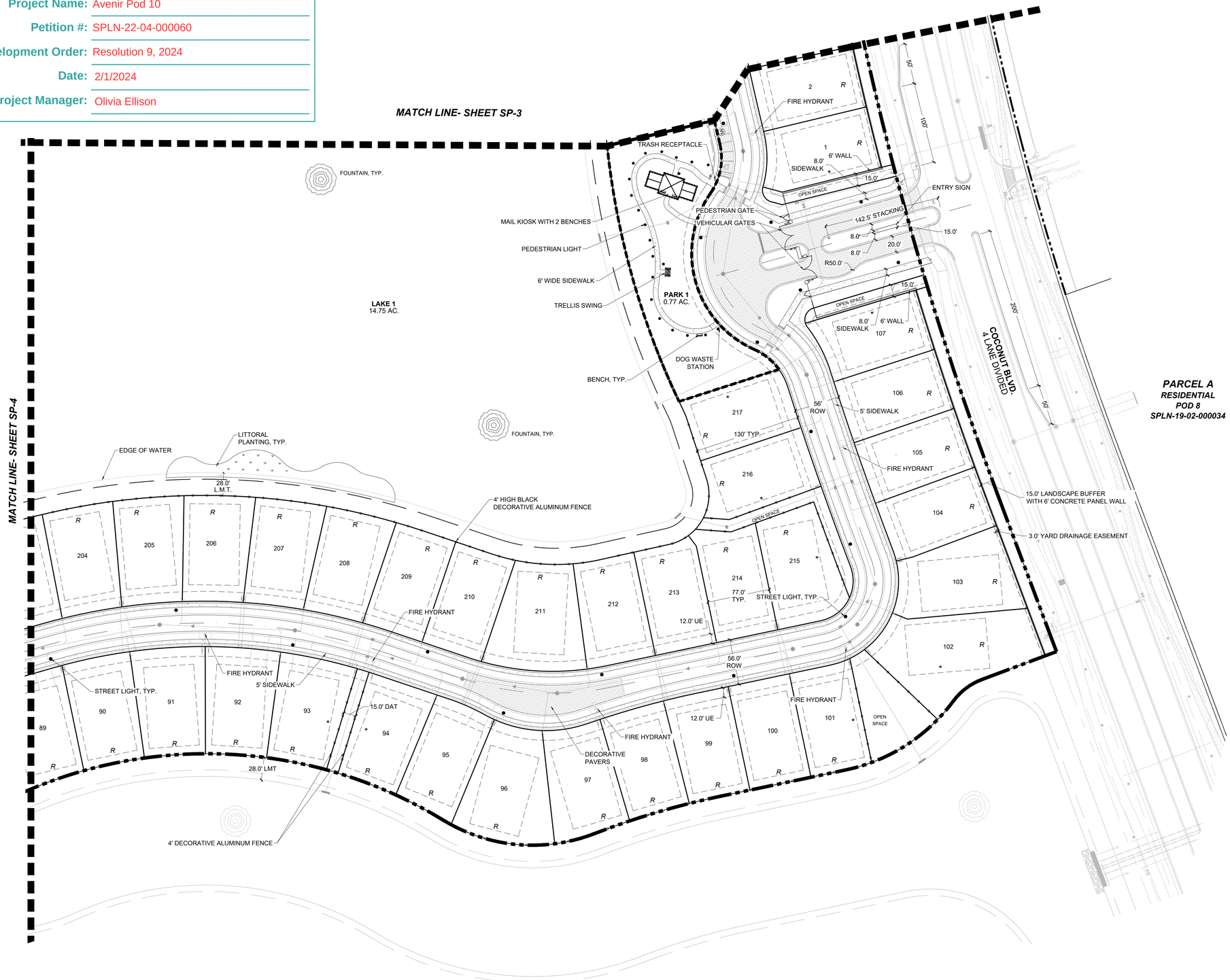
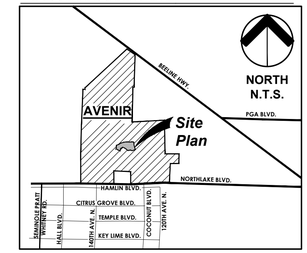


LOCATION MAP



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SHEET KEY MAP

SP-7	SP-5	SP-3
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Avenir - Pod 10
A Planned Community Development
Palm Beach Gardens, Florida
Site Plan

Drawing name: H:\JOBS\Avenir Pal Vivros Ranch_12-065\Avenir Development_Pod 10_\AFA\Drawings\Site Plan\2023.12.20_Resubmittal#5.dwg

NORTH

0 30' 60' 120'

Scale: 1" = 60'-0"

Date:	October 2021
Project No.:	12-065.049
Designed By:	WJT
Drawn By:	WJT
Checked By:	WJT

Revision Dates:

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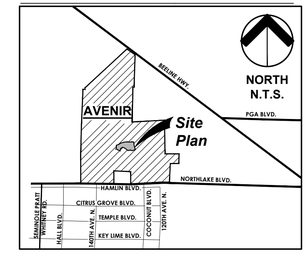
of 13

LOCATION MAP



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SP-7	SP-5	SP-3
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City of Palm Beach Gardens
Project Name: Avenir Pod 10
Petition #: SPLN-22-04-000060
Development Order: Resolution 9-2024
Date: 2/1/2024
Project Manager: Orlando Ellison

Avenir - Pod 10
A Planned Community Development
Palm Beach Gardens, Florida
Site Plan

Drawing name: H:\JOBS\Avenir Pal Vanna Ranch_12-065\Avenir\Development_Pod 10_2019\Drawings\Site Plan\2023-12-20 Resubmittal#5.dwg

NORTH
0 30' 60' 120'
Scale: 1" = 60'-0"

Date:	October 2021
Project No.:	12-065.049
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Drawn By:	WJT
Checked By:	WJT

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of 13

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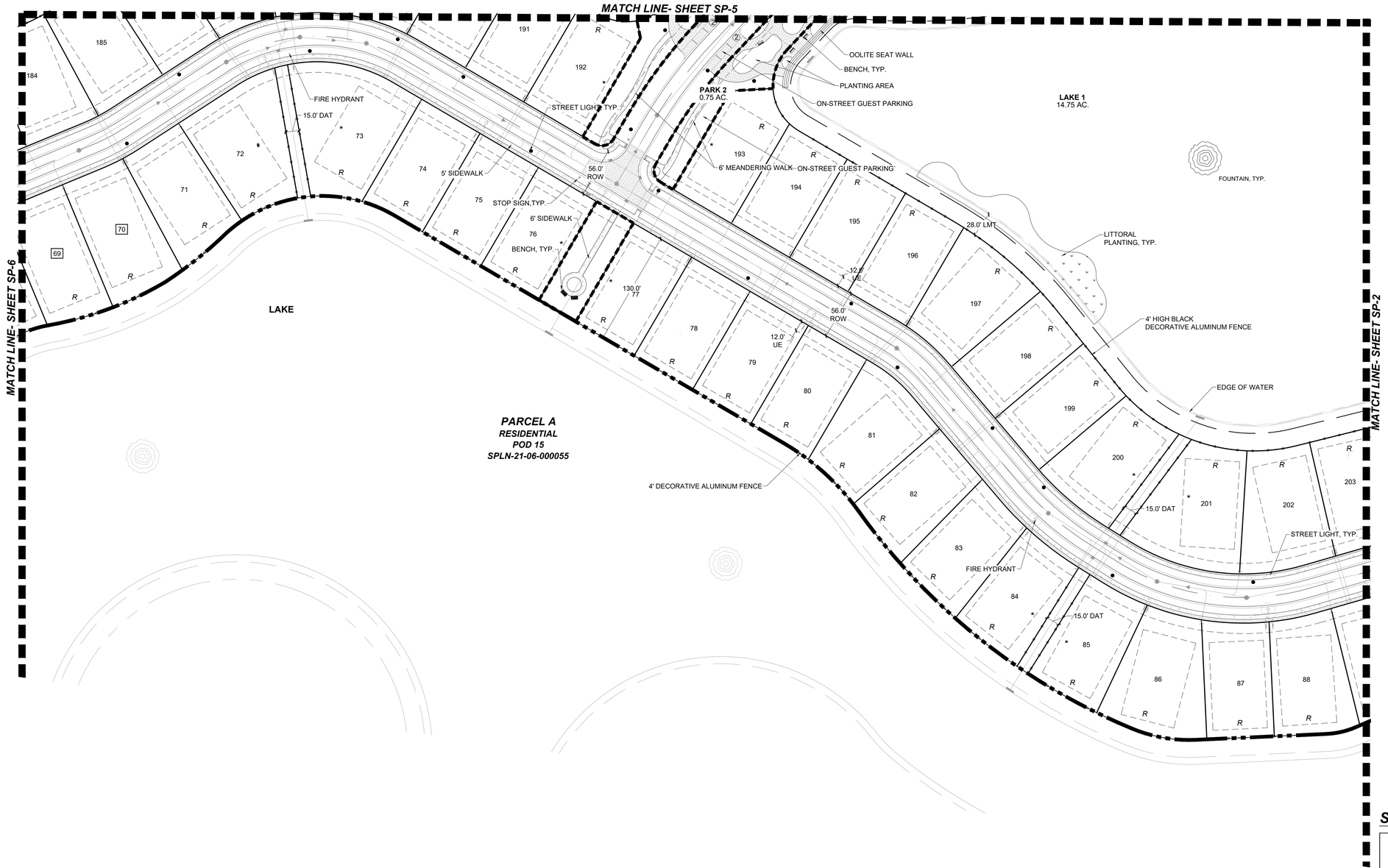
Project Manager: Olivia Ellison



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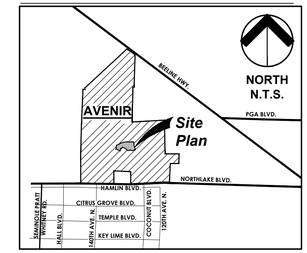

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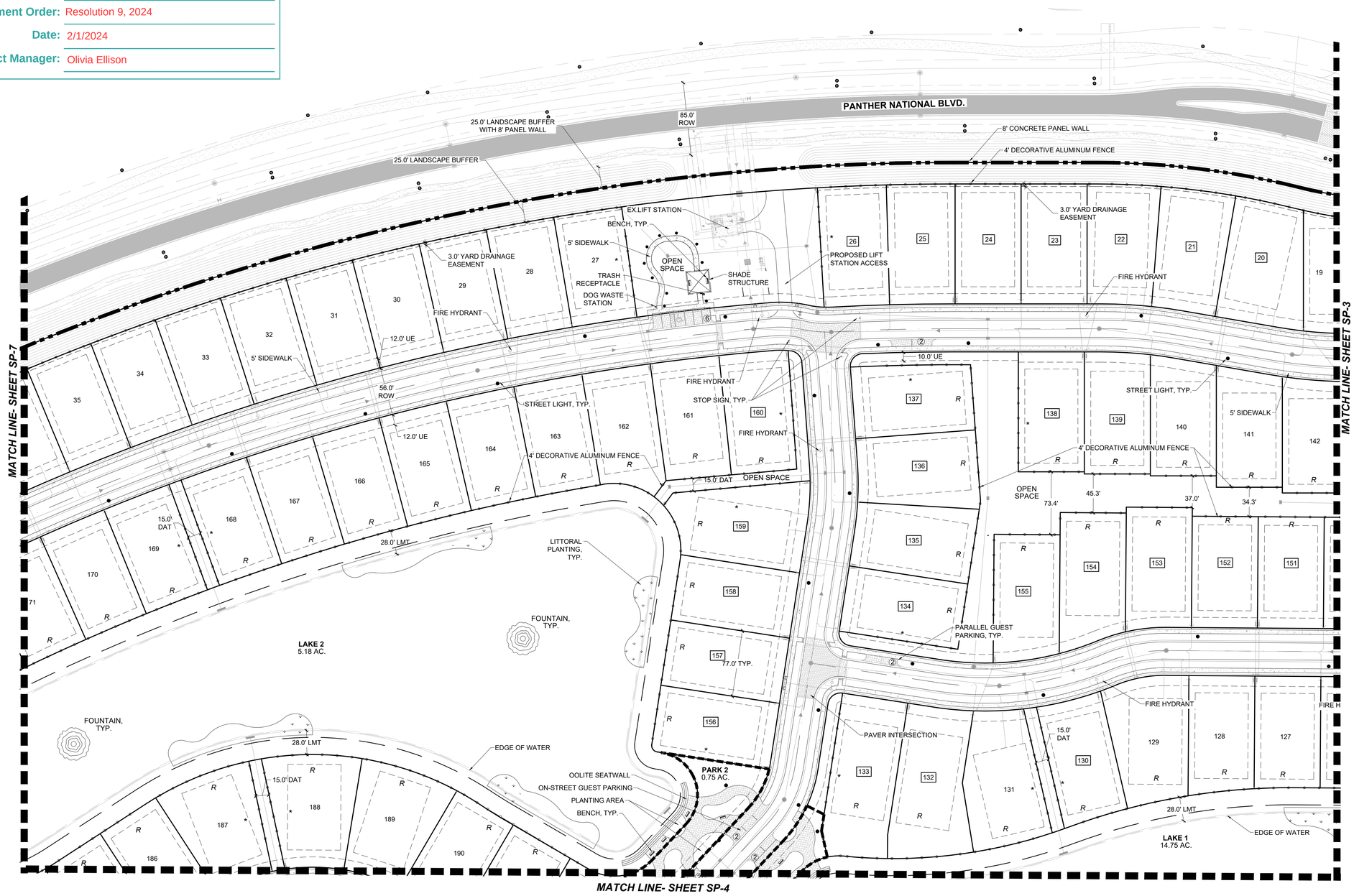
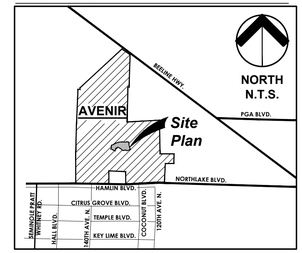
Project Name:	Avenir Pod 10
Petition #:	SPLN-22-04-000060
Development Order:	Resolution 9, 2024
Date:	2/1/2024
Project Manager:	Olivia Ellison



LOCATION MAP



NOTES

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2. LANDSCAPING SHALL BE FIELD ADJUSTED TO AVOID CONFLICTS WITH UTILITIES AND LIGHT POLES.
3. ALL STOP BARS SHALL BE SETBACK 4' IN ADVANCE OF PEDESTRIAN CROSSWALKS.
4. ALL ACCESSIBLE PAVED ROUTES SHALL NOT EXCEED A 20:1 SLOPE.
5. FINAL LOCATIONS OF ALL PROPOSED TRAFFIC SIGNAGE SHALL BE ESTABLISHED BY THE ENGINEER OF RECORD.
6. ALL PAVEMENT MARKING AND STRIPING, EXCLUDING PARKING STALL STRIPING, SHALL BE INSTALLED WITH THERMOPLASTIC MATERIALS. PAVER BRICKS OF APPROPRIATE COLOR SHALL BE USED ON PAVER BRICK AREAS IN LIEU OF PAINT OR THERMOPLASTIC MATERIAL.
7. CURBING DETAILS TO BE SHOWN ON ENGINEERING CONSTRUCTION PLANS.
8. SEE ENGINEERING PLANS FOR ROADWAY CROSS SECTIONS.
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13. ALL HOMES OF 4,999 SF OR GREATER SHALL HAVE AN APPROVED NFPA 13D FIRE SPRINKLER SYSTEM INSTALLED.

LEGEND

O.S.	OPEN SPACE TRACT
L.M.T.	LAKE MAINTENANCE TRACT
D.A.T.	DRAINAGE & ACCESS TRACT
U.E.	UTILITY EASEMENT
S.U.A.	SEACOAST UTILITY AUTHORITY
	STREET LIGHT
	FIRE HYDRANT
	ENHANCED ARCHITECTURE (SIDE)
R	ENHANCED ARCHITECTURE (REAR)
	BIKE RACK
	BENCH
	TRASH RECEPTACLE
	DOG WASTE STATION
#	77' x 140' LOT
#	77' x 130' LOT
M	SALES MODEL
	4' HIGH DECORATIVE ALUMINUM FENCE
	DECORATIVE PAVERS
	STOP SIGN

DEVELOPMENT TEAM

CIVIL ENGINEER: BALLBE & ASSOCIATES
2737 NORTHEAST 30TH PLACE
FORT LAUDERDALE, FL 33306
(954) 491-7811

SURVEYOR: CAULFIELD & WHEELER, INC.
7900 GLADES ROAD
BOCA RATON, FL 33434
(561) 392-1991

SITE PLANNER & LANDSCAPE ARCHITECT: URBAN DESIGN STUDIO
610 CLEMATIS STREET, SUITE CU02
WEST PALM BEACH, FL 33401
(561) 366-1100

TRAFFIC ENGINEER: SUSAN E. O'ROURKE, PE, INC.
428 S.W. AKRON AVENUE, SUITE 1A
STUART, FL 34994
(772) 781-7918

SHEET KEY MAP

SP-7	SP-5	SP-3
SP-6	SP-4	SP-2

urban design studio
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Avenir - Pod 10
A Planned Community Development
Palm Beach Gardens, Florida
Site Plan

Drawing name: H:\JOBS\Avenir Pa Vanos Ranch, 12-065\Avenir Development_Pod 10_DARD\Drawings\Site Plan\2023.12.20_Resubmittal#5.dwg

NORTH

0 30' 60' 120'

Scale: 1" = 60'-0"

Date:	October 2021
Project No.:	12-065.049
Designed By:	WJT
Drawn By:	WJT
Checked By:	WJT

Revision Dates:

04-05-2022 PBG SUBMITTAL
07-07-2023 PBG RESUBMITTAL #1
10-10-2023 PBG RESUBMITTAL #2
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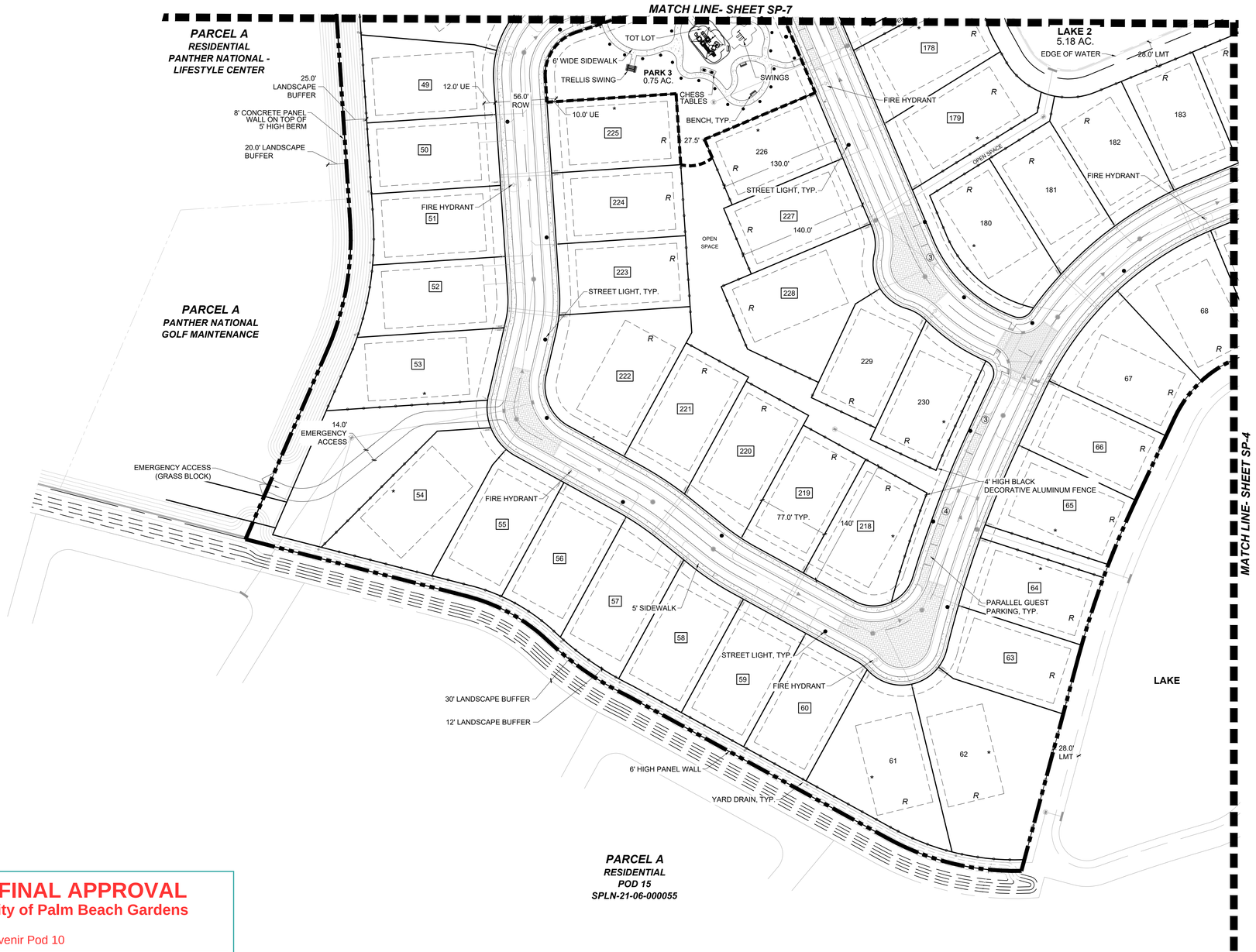
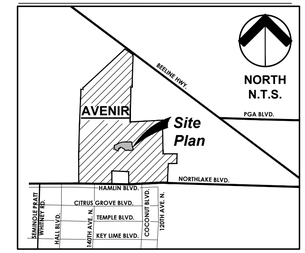
12-15-2023 PBG RESUBMITTAL #4
12-20-2023 PBG RESUBMITTAL #5

SP-5
of 13



LOCATION MAP



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D.A.T.	DRAINAGE & ACCESS TRACT
U.E.	UTILITY EASEMENT
S.U.A.	SEACOAST UTILITY AUTHORITY
	STREET LIGHT
	FIRE HYDRANT
	ENHANCED ARCHITECTURE (SIDE)
R	ENHANCED ARCHITECTURE (REAR)
	BIKE RACK
	BENCH
	TRASH RECEPTACLE
	DOG WASTE STATION
#	77' x 140' LOT
#	77' x 130' LOT
M	SALES MODEL
	4' HIGH DECORATIVE ALUMINUM FENCE
	DECORATIVE PAVERS
	STOP SIGN

DEVELOPMENT TEAM

CIVIL ENGINEER: BALLBE & ASSOCIATES
2737 NORTHEAST 30TH PLACE
FORT LAUDERDALE, FL 33306
(954) 491-7811

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Avenir - Pod 10
A Planned Community Development
Palm Beach Gardens, Florida
Site Plan

Drawing name: H:\JOBS\Avenir Ria Venza Ranch_12-065\Avenir Development_Pod 10_049\Drawings\Site Plan\2023.12.20_Resubmittal#5.dwg

NORTH

0 30' 60' 120'

Scale: 1" = 60'-0"

Date:	October 2021
Project No.:	12-065.049
Designed By:	WJT
Drawn By:	WJT
Checked By:	WJT

Revision Dates:

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07-07-2023 PBG RESUBMITTAL #1
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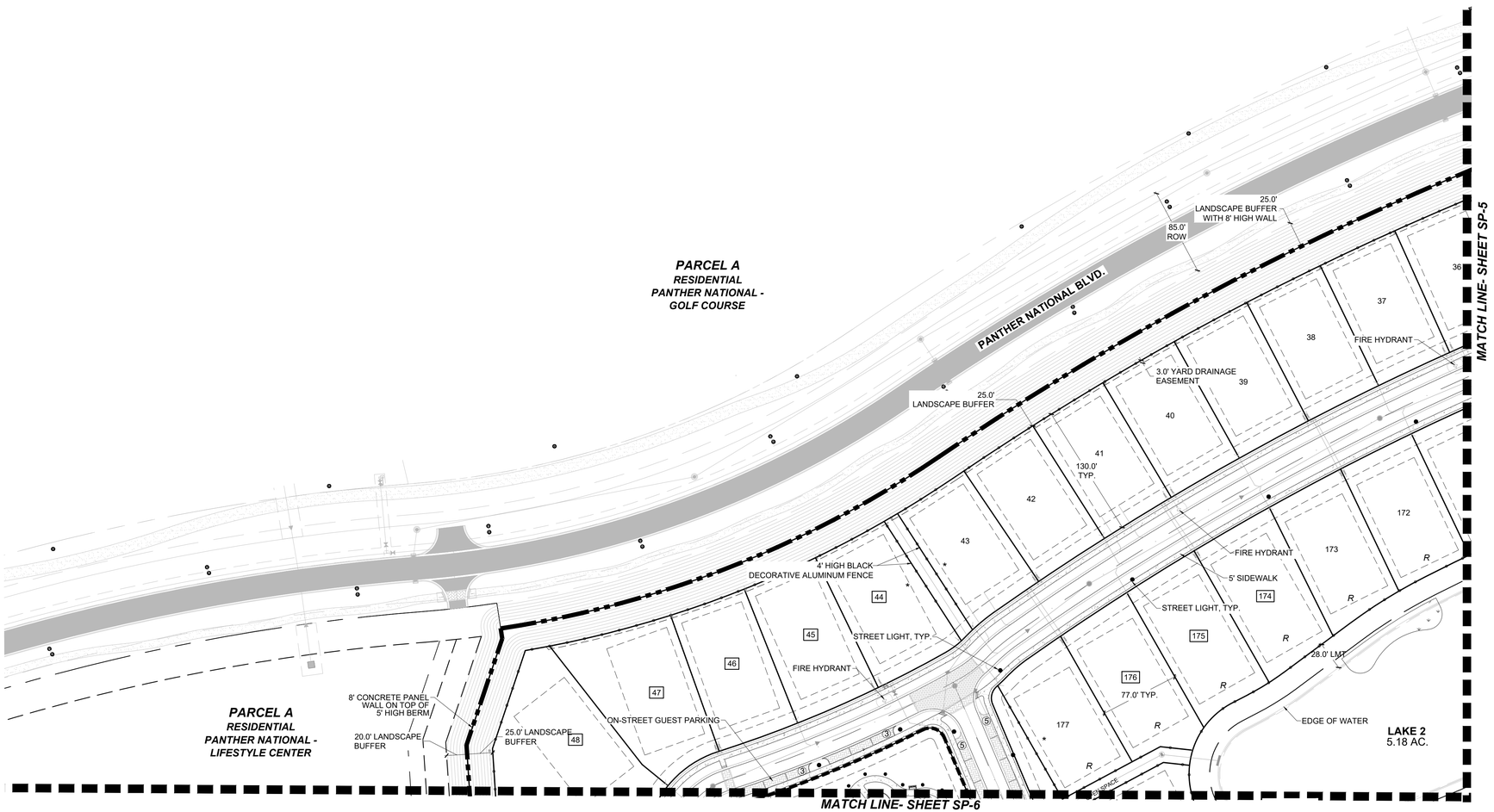
12-15-2023 PBG RESUBMITTAL #4
12-20-2023 PBG RESUBMITTAL #5

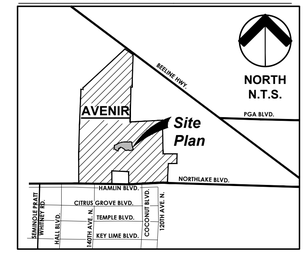
SP-6
of 13

FINAL APPROVAL
City of Palm Beach Gardens

Project Name:	Avenir Pod 10
Petition #:	SPLN-22-04-000060
Development Order:	Resolution 9, 2024
Date:	2/1/2024
Project Manager:	Olivia Ellison



LOCATION MAP



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Avenir - Pod 10
A Planned Community Development
Palm Beach Gardens, Florida
Site Plan

Drawing name: H:\JOBS\Avenir Ria Vienna Ranch_12-005\Avenir Development_Pod 10_049\Drawings\Site Plan\2023.12.20_Resubmittal#5.dwg

NORTH

0 30' 60' 120'

Scale: 1" = 60'-0"

Date:	October 2021
Project No.:	12-065.049
Designed By:	WJT
Drawn By:	WJT
Checked By:	WJT

Revision Dates:

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12-01-2023 PBG RESUBMITTAL #3
12-15-2023 PBG RESUBMITTAL #4
12-20-2023 PBG RESUBMITTAL #5

SP-7
of 13

PALM BEACH Gardens

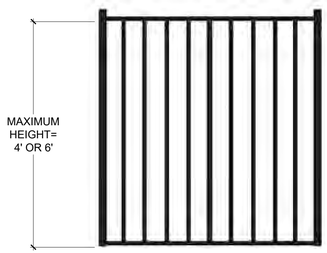
FINAL APPROVAL
City of Palm Beach Gardens

Project Name: Avenir Pod 10
Petition #: SPLN-22-04-000060
Development Order: Resolution 9, 2024
Date: 2/1/2024
Project Manager: Olivia Ellison

TYPICAL BENCH N.T.S.

VICTOR STANLEY PRSS-124 BENCH OR EQUIVALENT
SOLID STEEL BENCH
WITH BLACK POWDER COATED FINISH
6' LENGTH BENCH

4 FT DECORATIVE ALUMINUM FENCE N.T.S.

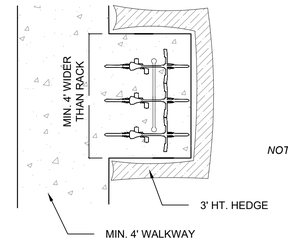


NOTE: DETAIL PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FINAL SELECTION OF FENCE TO BE COMPLETED AT TIME OF BUILDING PERMIT APPLICATION.

TYPICAL TRASH RECEPTACLE

PARKVIEW DOUBLE STREAM RECYCLING STATION WITH TRASH & RECYCLING DECALS, OR SIMILAR
MANUFACTURER: WASTE WISE PRODUCTS INC. OR SIMILAR
COLOR: BLACK

TYPICAL BIKE RACK N.T.S.



RIBBON STYLE BIKE RACK
WITH BLACK POWDER COATED FINISH

MIN. 5 BICYCLE SPACES PER RACK

NOTE: THIS CONCEPTUAL DETAIL IS PROVIDED FOR INFORMATION ONLY TO SATISFY TECHNICAL REQUIREMENTS BY INDICATING THE INTENT TO PROVIDE REQUIRED AMENITIES. THE DEVELOPER WILL MAKE FINAL PRODUCT SELECTION AT TIME OF BUILDING PERMIT APPLICATION.

TYPICAL DOG WASTE STATION

INCLUDES BAG DISPENSER, WASTE RECEPTACLE, AND REFLECTIVE PET SIGN.
COLOR: BLACK

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TYPICAL LAKE FOUNTAIN N.T.S.

OTTERBINE PHOENIX FOUNTAIN OR EQUIVALENT
18' HEIGHT SPRAY, 34' DIAMETER

CHESS TABLE DETAIL N.T.S.

TWO SEAT GAME TABLE
ANOVA, BEACON HILL COLLECTION OR EQUIVALENT

RECYCLED PLASTIC, POWDER COATED STEEL AND ALUMINUM

TABLETOP WITH 24" SQUARE POLYCARBONATEINSET GAME BOARD PRINTED WITH
FADE-RESISTANT, UV-CURED INK

PAVER SPECIFICATIONS N.T.S.

VEHICULAR PAVERS - AVENIR MIX

PRODUCT DETAILS:
- TYPE: HOLLAND STONE
- MANUFACTURER: BELGARD
- SIZE: 80mm (4" x 8" x 3 $\frac{1}{8}$")
- FINISH: STANDARD
- COLOR: HARVEST BLEND
- PATTERN: 45° HERRINGBONE

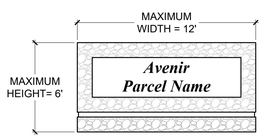
THE IMAGES ABOVE ARE INTENDED TO REPRESENT PRODUCT COLOR ONLY. ACTUAL COLOR AND TEXTURE MAY VARY. REFER TO PRODUCT DETAILS FOR MORE INFORMATION REGARDING PAVER SPECIFICATIONS. REFER TO CIVIL ENGINEERING PLANS FOR INSTALLATION DETAILS.

PARK # 2 PAVERS- TREMRON GLACIER MIX.

THIS MATERIAL SPECIFICATION APPLIES ONLY TO PAVERS WITHIN PARK #2

PRODUCT DETAILS:
BRICK PAVERS: TREMRON 4" x 8"
PATTERN: HERRINGBONE
COLOR: GLACIER OR EQUAL AS APPROVED BY OWNER OR OWNER'S REPRESENTATIVE

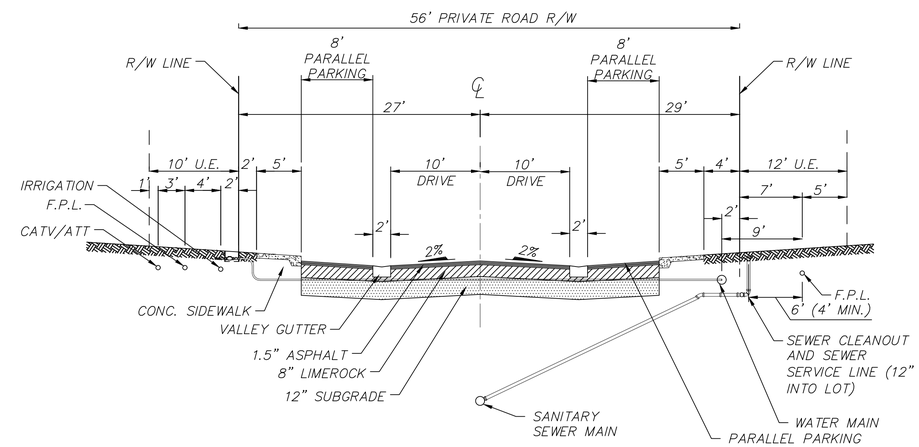
TYPICAL PARCEL ENTRY SIGN N.T.S.



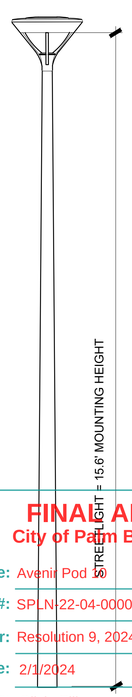
MAXIMUM COPY AREA
60 S.F. PER SIDE

OOLITE CORAL
STONE FINISH

TYPICAL 56' RESIDENTIAL STREET R/W SECTION WITH PARKING N.T.S.

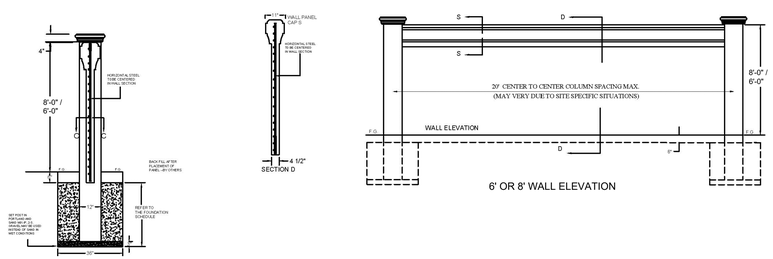


TYPICAL STREET LIGHT & PEDESTRIAN LIGHT N.T.S.



- STREETLIGHT LOCATIONS AS SHOWN ON SITE PLANS.
- **POLE:** FPL STANDARD CONCRETE OR EQUIVALENT
- **FIXTURE:** 'MESA' LED LUMINARE BY COOPER OR EQUIVALENT
  COLOR/FINISH: BLACK METAL
- ALL LIGHTS SHALL HAVE 90 DEGREE CUT-OFF ADJACENT TO HOUSE

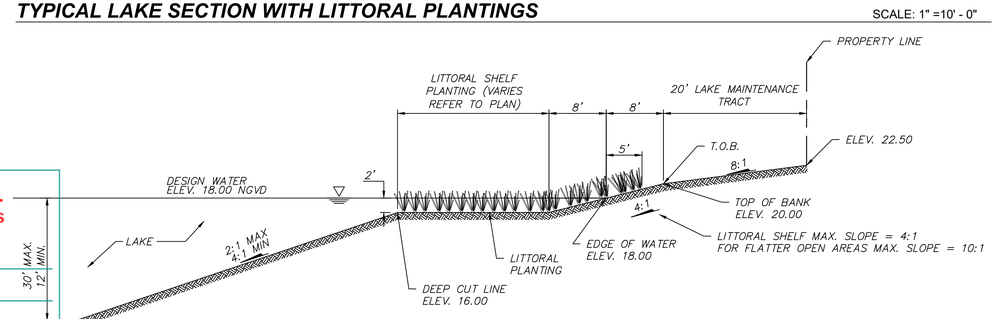
TYPICAL POST & PANEL WALL N.T.S.



WALL & COLUMN CAPS TO BE:
LIGHT SAND TEXTURE,
SHERWIN WILLIAMS, SW 7757
HIGH REFLECTIVE WHITE

WALLS & COLUMNS TO BE:
SMOOTH STUCCO,
BENJAMIN MOORE, OC-141
CHINA WHITE

TYPICAL LAKE SECTION WITH LITTORAL PLANTINGS SCALE: 1" =10' - 0"



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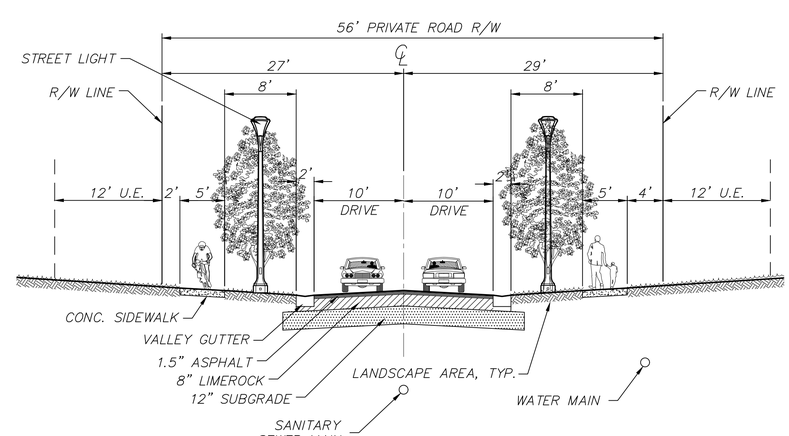

FINAL APPROVAL
City of Palm Beach Gardens

Project Name:	Avenir Pod 10
Petition #:	SPLN-22-04-000060
Development Order:	Resolution 9, 2024
Date:	2/1/2024
Project Manager:	Olivia Ellison

Avenir - Pod 10
A Planned Community Development
Palm Beach Gardens, Florida
Site Plan Details

Drawing name: H:\JOBS\Avenir Pod Vanna Ranch_12-065\Avenir Development_Pod 10_SP\Drawings\Site Plan\2023.12.20_Resubmittal#5.dwg

Date:	October 2021
Project No.:	12-065.049
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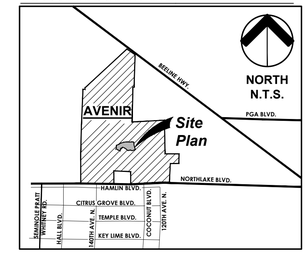
of 13

PARK #2 DETAIL

LOCATION MAP



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3. ALL STOP BARS SHALL BE SETBACK 4' IN ADVANCE OF PEDESTRIAN CROSSWALKS.
4. ALL ACCESSIBLE PAVED ROUTES SHALL NOT EXCEED A 20:1 SLOPE.
5. FINAL LOCATIONS OF ALL PROPOSED TRAFFIC SIGNAGE SHALL BE ESTABLISHED BY THE ENGINEER OF RECORD.
6. ALL PAVEMENT MARKING AND STRIPING, EXCLUDING PARKING STALL STRIPING, SHALL BE INSTALLED WITH THERMOPLASTIC MATERIALS. PAVER BRICKS OF APPROPRIATE COLOR SHALL BE USED ON PAVER BRICK AREAS IN LIEU OF PAINT OR THERMOPLASTIC MATERIAL.
7. CURBING DETAILS TO BE SHOWN ON ENGINEERING CONSTRUCTION PLANS.
8. SEE ENGINEERING PLANS FOR ROADWAY CROSS SECTIONS.
9. SURROUNDING INFORMATION AND PLANS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
10. LIGHT POLES & TREES WILL BE FIELD LOCATED TO AVOID CONFLICTS.
11. ALL UNMANNED ELECTRIC ENTRY & EXIT GATES TO HAVE CLICK2CENTER AND KNOX KEY SWITCHES FOR PUBLIC SAFETY ACCESS.
12. MAIL BOX KIOSKS SHALL BE ILLUMINATED.
13. ALL HOMES OF 4,999 SF OR GREATER SHALL HAVE AN APPROVED NFPA 13D FIRE SPRINKLER SYSTEM INSTALLED.

LEGEND

O.S.	OPEN SPACE TRACT
L.M.T.	LAKE MAINTENANCE TRACT
D.A.T.	DRAINAGE & ACCESS TRACT
U.E.	UTILITY EASEMENT
S.U.A.	SEACOAST UTILITY AUTHORITY
	STREET LIGHT
	FIRE HYDRANT
	ENHANCED ARCHITECTURE (SIDE)
R	ENHANCED ARCHITECTURE (REAR)
	BIKE RACK
	BENCH
	TRASH RECEPTACLE
	DOG WASTE STATION
#	77' x 140' LOT
#	77' x 130' LOT
M	SALES MODEL
	4' HIGH DECORATIVE ALUMINUM FENCE
	DECORATIVE PAVERS
	STOP SIGN

DEVELOPMENT TEAM

CIVIL ENGINEER:	BALLBE & ASSOCIATES 2737 NORTHEAST 30TH PLACE FORT LAUDERDALE, FL 33306 (954) 491-7811
SURVEYOR:	CAULFIELD & WHEELER, INC. 7900 GLADES ROAD BOCA RATON, FL 33434 (561) 392-1991
SITE PLANNER & LANDSCAPE ARCHITECT:	URBAN DESIGN STUDIO 610 CLEMATIS STREET, SUITE CU02 WEST PALM BEACH, FL 33401 (561) 366-1100
TRAFFIC ENGINEER:	SUSAN E. O'ROURKE, PE, INC. 428 S.W. AKRON AVENUE, SUITE 1A STUART, FL 34994 (772) 781-7918

FINAL APPROVAL
City of Palm Beach Gardens

Project Name:	Avenir Pod 10
Petition #:	SPLN-22-04-000060
Development Order:	Resolution 9, 2024
Date:	2/1/2024
Project Manager:	Olivia Ellison

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Avenir - Pod 10
A Planned Community Development
Palm Beach Gardens, Florida
Site Plan - Park 2 Detail

Drawing name: H:\JOBS\Avenir Pa Vanos Ranch, 12-065\Avenir Development_Pod 10_PARK\Drawings\Site Plan\2023.12.20_Resubmittal#5.dwg

NORTH

0 15' 30' 60'

Scale: 1" = 30'-0"

Date:	October 2021
Project No.:	12-065.049
Designed By:	WJT
Drawn By:	WJT
Checked By:	WJT

Revision Dates:

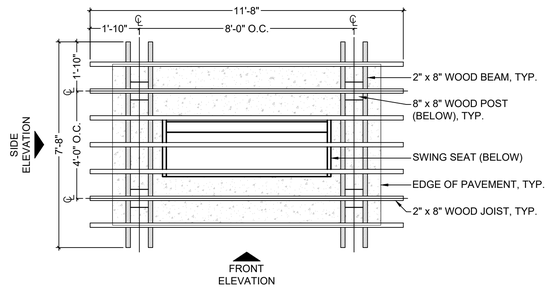
04-05-2022 PBG SUBMITTAL
07-07-2023 PBG RESUBMITTAL #1
10-10-2023 PBG RESUBMITTAL #2
12-01-2023 PBG RESUBMITTAL #3
12-15-2023 PBG RESUBMITTAL #4
12-20-2023 PBG RESUBMITTAL #5

SP-9
of 13

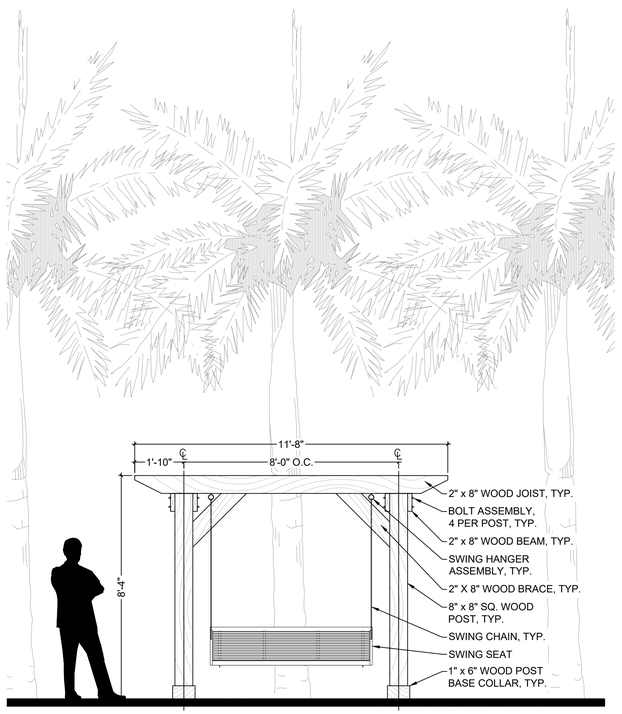
BENCH SWING ARBOR DETAILS

SCALE: 3/8" = 1'-0"

LOCATED IN PARK #1



SINGLE SWING PLAN



SHADE CANOPY

N.T.S.

LOCATED IN PARK #3

LANDSCAPE STRUCTURES
SKYWAYS HIP SHADE STRUCTURE, 24' x 24', OR EQUIVALENT
FINAL COLOR SELECTIONS TO BE DETERMINED
AT PERMITTING

PLAYGROUND SWINGS

N.T.S.

LOCATED IN PARK #3

PRODUCT: 2" ARCH SWING - 2 SWINGS

MANUFACTURER: LANDSCAPE STRUCTURES OR EQUIVALENT

PRODUCT DETAILS:

- AGE GROUP: 2-5 YEARS
- FINAL COLOR SELECTIONS TO BE SUBMITTED AT TIME OF PERMITTING
- INSTALL PER MANUFACTURER'S SPECIFICATIONS

VIRTUAL GATE GUARD KIOSK (CALL BOX)

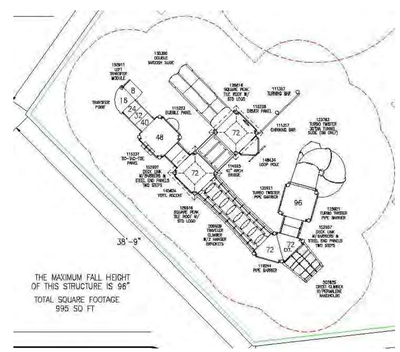
N.T.S.

ENVERA VIRTUAL GATE GUARD KIOSK OR EQUAL
FINAL SELECTION TO BE DETERMINED AT PERMITTING

PLAY STRUCTURE

N.T.S.

LOCATED IN PARK #3



PLAN VIEW

LANDSCAPE STRUCTURES
PLAY EQUIPMENT; PLAY BOOSTER, OR EQUAL

AGE GROUP: 5-12
USE ZONE: 38'-9"' x 25'
FALL HEIGHT: 96"

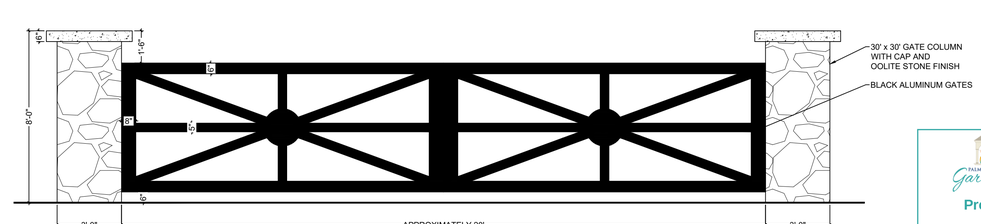
FRONT VIEW
PLAY EQUIPMENT

GENERAL NOTES

1. DETAILS ARE SHOWN FOR DESIGN INTENT PURPOSES ONLY. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR CONSTRUCTION AND ENGINEERING THAT ARE SIGNED AND SEALED BY A FLORIDA LICENSED ENGINEER, TO BE REVIEWED AND APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
2. ALL WOOD COMPONENTS TO BE PRESSURE TREATED FOR USE IN EXTERIOR APPLICATIONS. WOOD SPECIES, COLOR, AND FINISH TO BE DETERMINED BY OWNER OR OWNER'S REPRESENTATIVE AT TIME OF BUILDING PERMIT APPLICATION.
3. ALL ARBOR AND SWING ASSEMBLY HARDWARE TO BE GALVANIZED STEEL.
4. FINAL SELECTION OF SWING SEAT TO BE COMPLETED BY OWNER OR OWNER'S REPRESENTATIVE AT TIME OF BUILDING PERMIT APPLICATION.

VEHICLE ENTRY GATE

N.T.S.



FINAL APPROVAL
City of Palm Beach Gardens

Project Name:	Avenir Pod 10
Petition #:	SPLN-22-04-000060
Development Order:	Resolution 9, 2024
Date:	2/1/2024
Project Manager:	Olivia Ellison

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Avenir - Pod 10
A Planned Community Development
Palm Beach Gardens, Florida
Site Plan Details

Drawing name: H:\JOBS\Avenir Pod Variance Bench_12-065\Avenir Development_Pod 10_UAR\Drawings\Site Plan\2023.12.20_Resubmittal#5.dwg

Date:	October 2021
Project No.:	12-065.049
Designed By:	WJT
Drawn By:	WJT
Checked By:	WJT

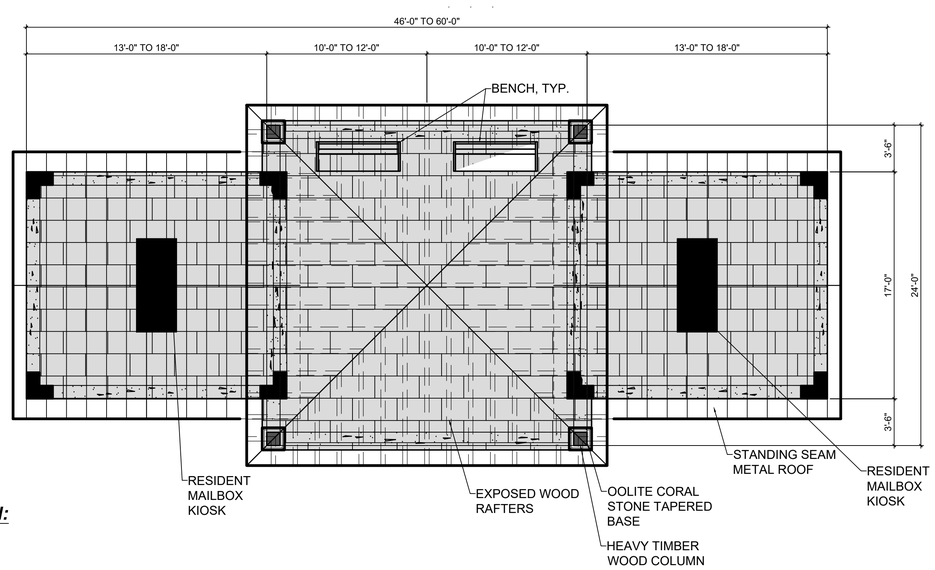
Revision Dates:

04-05-2022 PBG SUBMITTAL
07-07-2023 PBG RESUBMITTAL #1
10-10-2023 PBG RESUBMITTAL #2
12-01-2023 PBG RESUBMITTAL #3
12-15-2023 PBG RESUBMITTAL #4
12-20-2023 PBG RESUBMITTAL #5

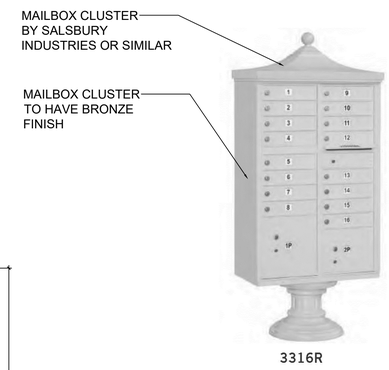
SP-10
of 13

FINAL APPROVAL
City of Palm Beach Gardens

Project Name:	Avenir Pod 10
Petition #:	SPLN-22-04-000060
Development Order:	Resolution 9, 2024
Date:	2/1/2024
Project Manager:	Olivia Ellison



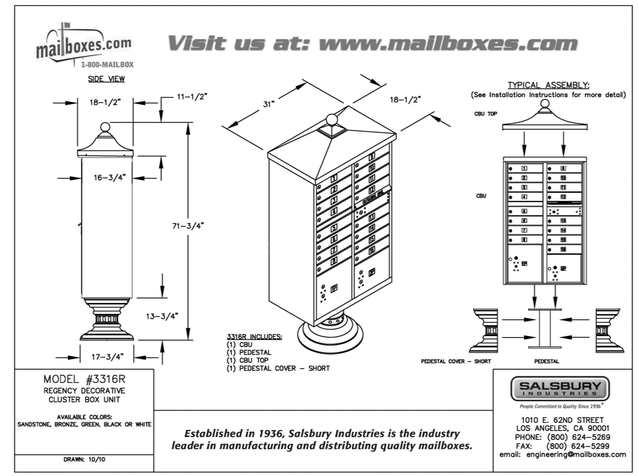
PLAN:



3316R

DESCRIPTION
3316R[1,2] - Regency® Decorative CBU
16 "A" Size Doors - Type III
(16) "A" mail compartments
(2) parcel lockers

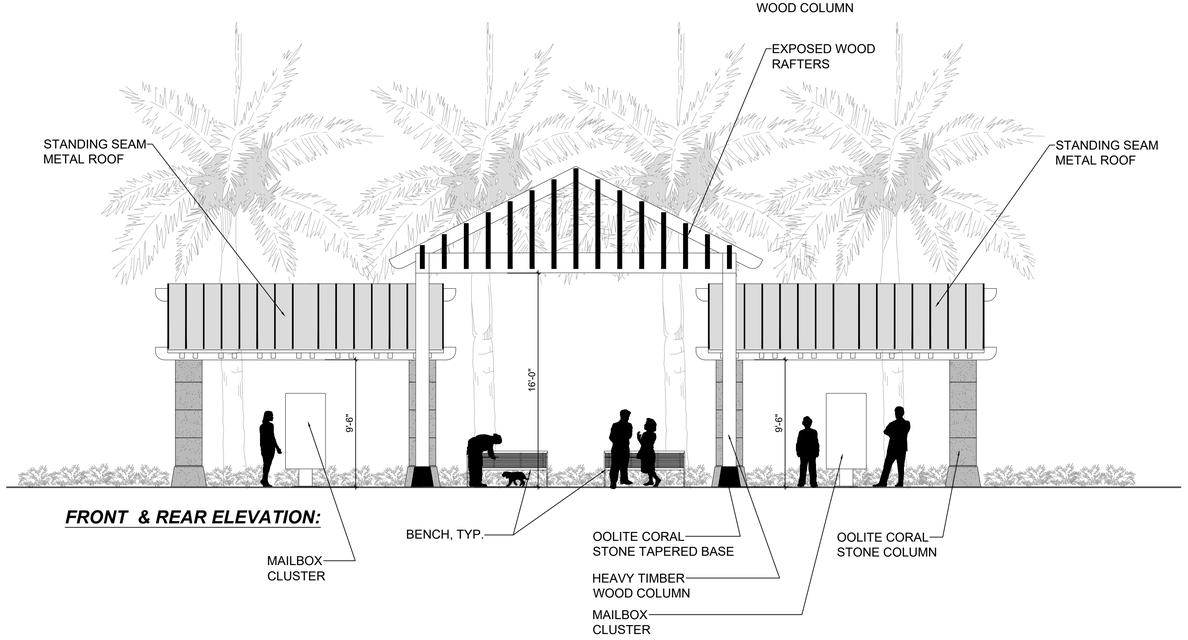
UNIT SIZE
31" W x 71-3/4" H x 18-1/2" D
Mail compartment size:
12" W x 3" H x 15" D
Parcel locker compartment sizes:
(1) 12" W x 13-1/2" H
(1) 12" W x 10" H



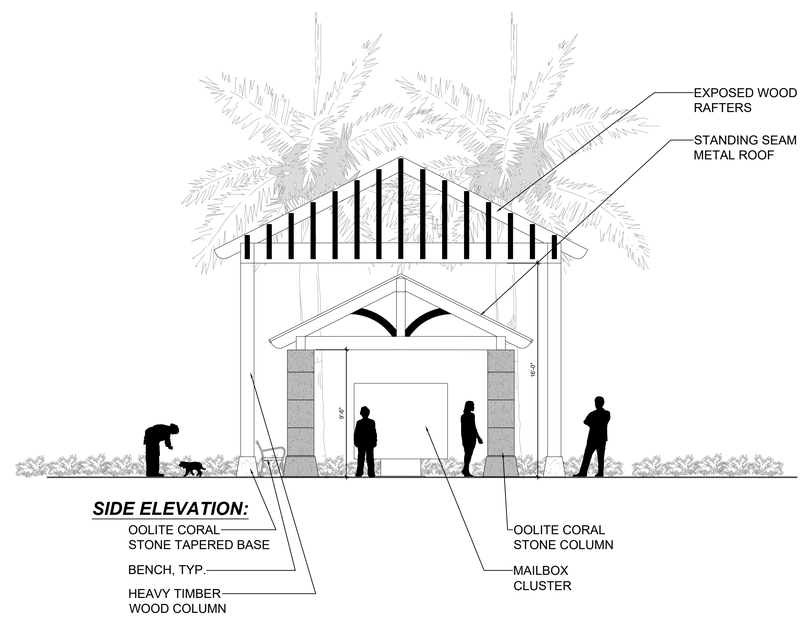
TYPICAL MAILBOX CLUSTER DETAIL

NOTE: THE NUMBER OF MAILBOXES TO BE DETERMINED AT TIME OF PERMITTING

N.T.S.



FRONT & REAR ELEVATION:



SIDE ELEVATION:

TYPICAL MAILBOX CENTER

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Avenir - Pod 10
A Planned Community Development
Palm Beach Gardens, Florida
Site Plan Details

Drawing name: H:\JOBS\Avenir Pa Vance Ranch_12-065\Avenir Development_Pod 10_049\Drawings\Site Plan\2023.12.20_Resubmittal#5.dwg

Date:	October 2021
Project No.:	12-065.049
Designed By:	WJT
Drawn By:	WJT
Checked By:	WJT

Revision Dates:
04-05-2022 PBG SUBMITTAL
07-07-2023 PBG RESUBMITTAL #1
10-10-2023 PBG RESUBMITTAL #2
12-01-2023 PBG RESUBMITTAL #3
12-15-2023 PBG RESUBMITTAL #4
12-20-2023 PBG RESUBMITTAL #5

SP-11
of 13

FINAL APPROVAL
City of Palm Beach Gardens

Project Name: Avenir Pod 10
Petition #: SPLN-22-04-000060
Development Order: Resolution 9, 2024
Date: 2/1/2024
Project Manager: Olivia Ellison

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West Palm Beach, FL 33401
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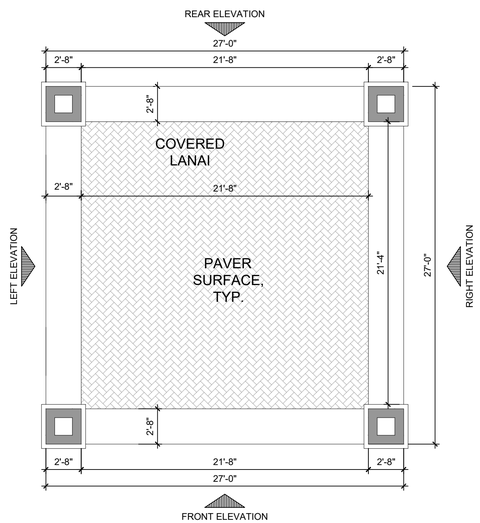
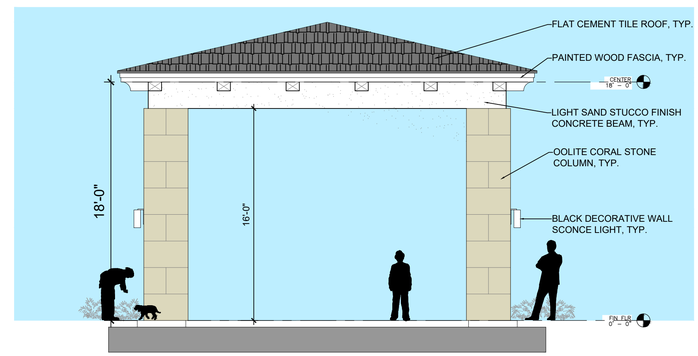
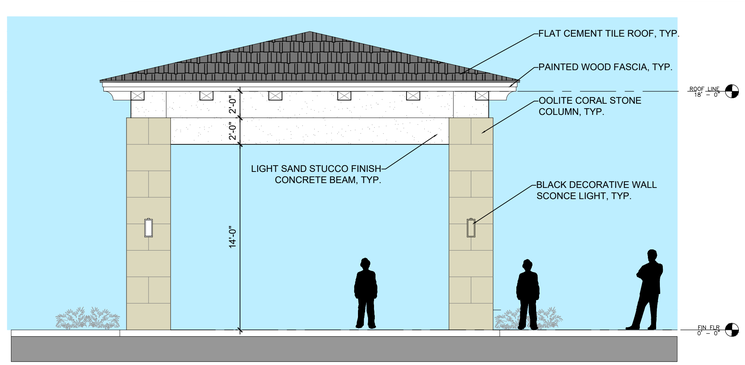


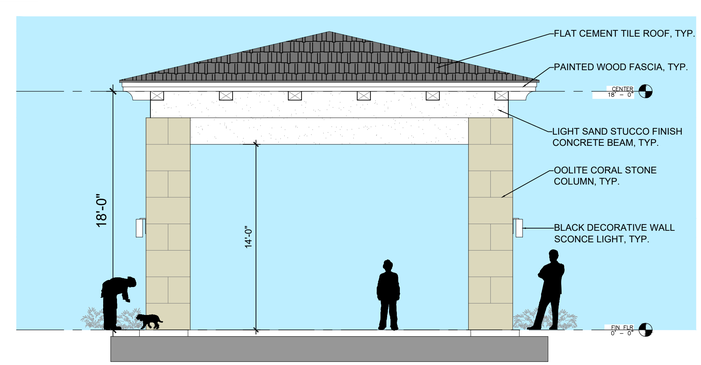
PLAN:



LEFT ELEVATION:



FRONT & REAR ELEVATION:



RIGHT ELEVATION:

TYPICAL SHADE STRUCTURE:

N.T.S.

Avenir - Pod 10
A Planned Community Development
Palm Beach Gardens, Florida
Site Plan Details

Drawing name: H:\JOBS\Avenir Rai Various Ranch_12-065\Avenir Development_Pod 10_049\Drawings\Site Plan\2023.12.20_ResubmittalS.dwg

Date:	October 2021
Project No.:	12-065.049
Designed By:	WJT
Drawn By:	WJT
Checked By:	WJT

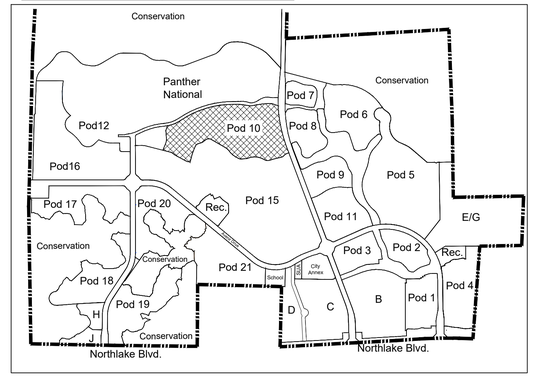
Revision Dates:
04-05-2022 PBG SUBMITTAL
07-07-2023 PBG RESUBMITTAL #1
10-10-2023 PBG RESUBMITTAL #2
12-01-2023 PBG RESUBMITTAL #3
12-15-2023 PBG RESUBMITTAL #4
12-20-2023 PBG RESUBMITTAL #5

SP-12
of 13

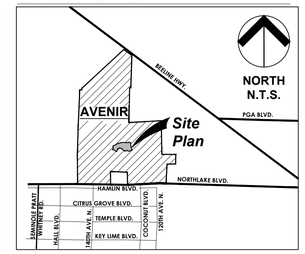
DEVELOPMENT TEAM

CIVIL ENGINEER:	BALLBE & ASSOCIATES 2737 NORTHEAST 30TH PLACE FORT LAUDERDALE, FL 33306 (954) 491-7811
SURVEYOR:	CAULFIELD & WHEELER, INC. 7900 GLADES ROAD BOCA RATON, FL 33434 (561) 392-1991
SITE PLANNER & LANDSCAPE ARCHITECT:	URBAN DESIGN STUDIO 610 CLEMATIS STREET, SUITE CU02 WEST PALM BEACH, FL 33401 (561) 366-1100
TRAFFIC ENGINEER:	SUSAN E. O'ROURKE, PE, INC. 428 S.W. AKRON AVENUE, SUITE 1A STUART, FL 34994 (772) 781-7918

POD KEY MAP



LOCATION MAP



SITE DATA

PETITION NUMBER:	TBD
PROJECT NAME:	AVENIR POD 10
PROPERTY CONTROL NUMBERS:	52-41-41-28-01-001-0011
SECTION / TOWNSHIP / RANGE:	28/41/41

REQUIRED RECREATION AREA:
¾ AC. PARK WITHIN ¼ MILE OF EACH PARCEL

PROVIDED RECREATION AREA: **2.26 AC.**

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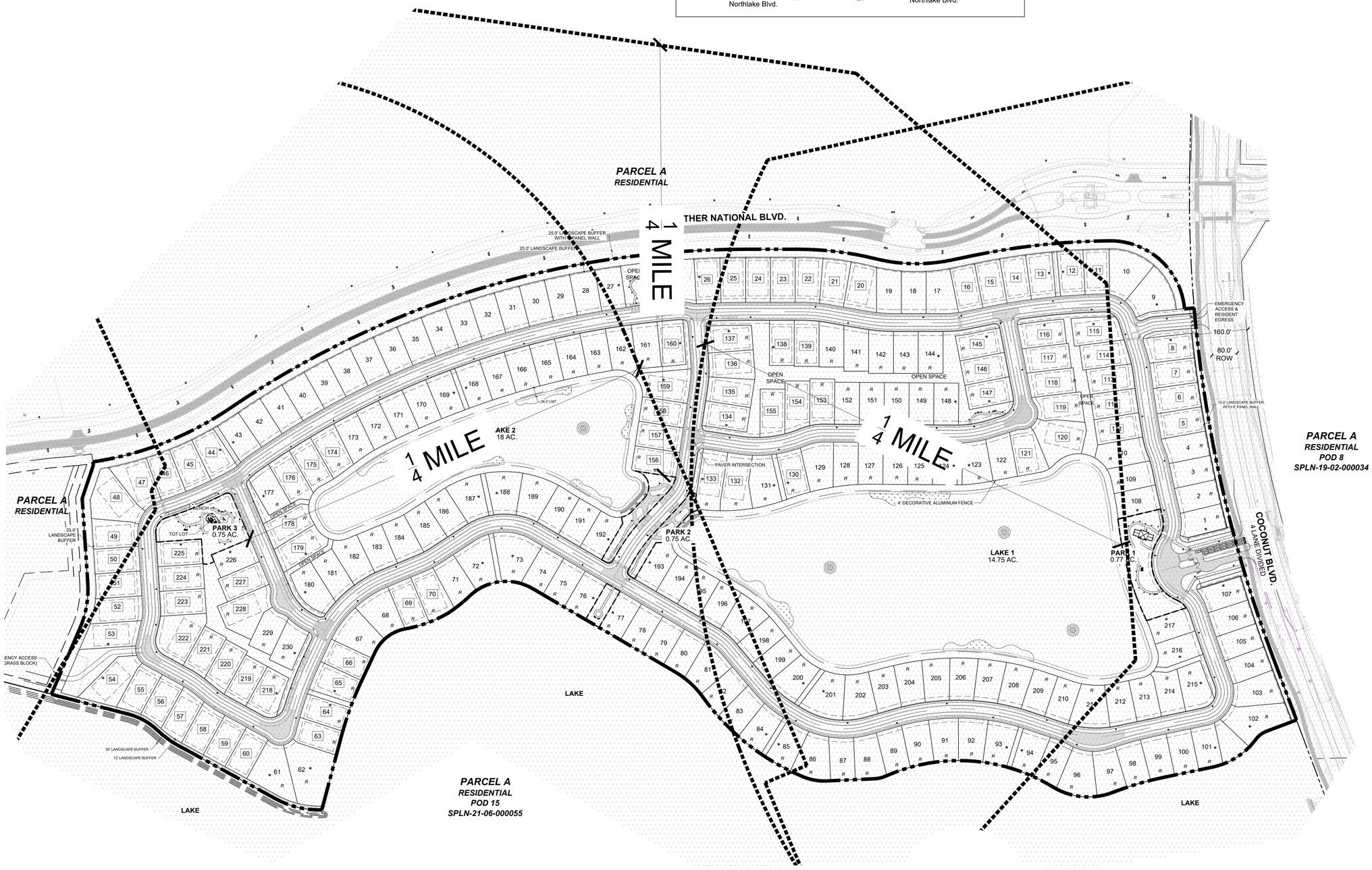


FINAL APPROVAL
City of Palm Beach Gardens

Project Name: Avenir Pod 10
Petition #: SPLN-22-04-000060
Development Order: Resolution 9, 2024
Date: 2/1
Project Manager: Olivia Ellison

Avenir - Pod 10
A Planned Community Development
Palm Beach Gardens, Florida
Park Area Complaince Plan

Drawing name: H:\DRS\Avenir Ba Verona Ranch, 12-065\Avenir Development_Pod 10_04\Site\Grandville Plan\2023-12-20 Site Development Plan\SP-13 Recreation Plan.dwg

NORTH
0 75' 150' 300'
Scale: 1" = 150'-0"

Date:	October 2021
Project No.:	12-065.049
Designed By:	WJT
Drawn By:	WJT
Checked By:	WJT

Revision Dates:

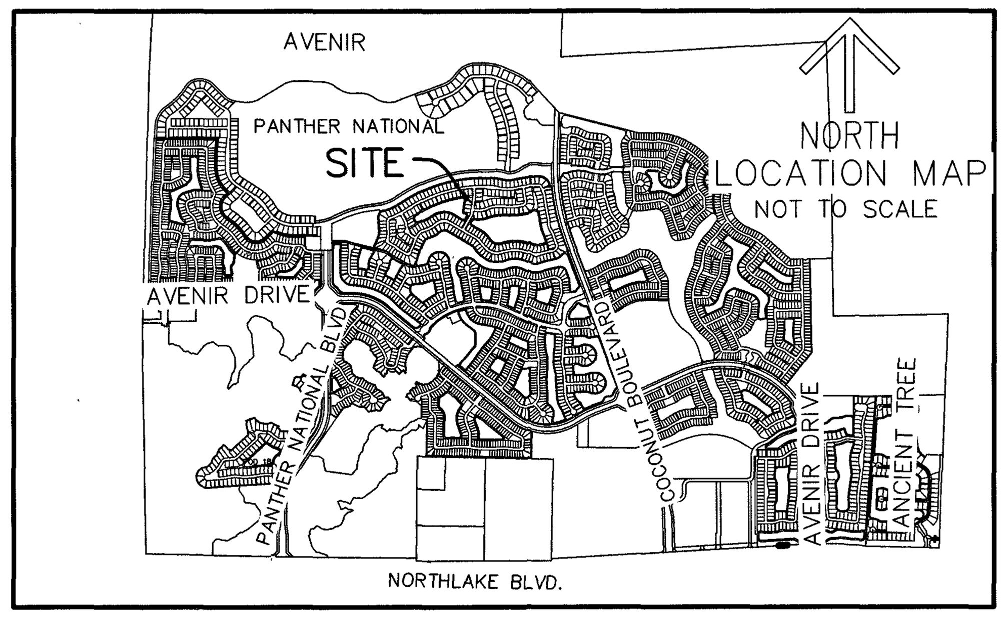
04-05-2022	PBG SUBMITTAL
07-07-2023	PBG RESUBMITTAL #1
10-10-2023	PBG RESUBMITTAL #2
12-01-2023	PBG RESUBMITTAL #3
12-15-2023	PBG RESUBMITTAL #4
12-20-2023	PBG RESUBMITTAL #5

SP-13
of 13

Exhibit 8	Avenir Parcel A-10 Plat

CFN 20240386827 PL BK 138 PG 88

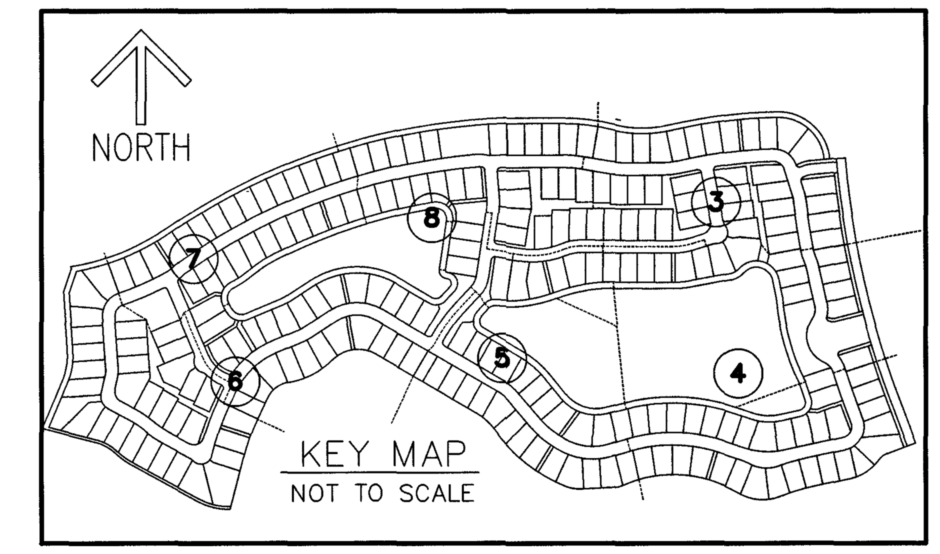
20240386827



AVENIR - POD 10

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024



88

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR RECORD AT 1:07 P M.
THIS 12 DAY OF November
A.D. 2024 AND DULY RECORDED
IN PLAT BOOK 138 ON
PAGES 88 THROUGH 98.

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BY: ______________
DEPUTY CLERK

SHEET 1 OF 11

CLERK

DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, OWNERS OF THE LAND SHOWN HEREON AS "AVENIR – POD 10", BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT RW, PANTHER NATIONAL AT AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 18 OF PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING A POINT ON A CURVE CONCAVED TO THE EAST THROUGH A CENTRAL ANGLE OF 15° 38' 35", HAVING A RADIUS OF 4040.00 FEET, HAVING AN ARC DISTANCE OF 1103.02 FEET, AND WHOSE LONG CHORD BEARS SOUTH 12° 41' 59" EAST FOR A DISTANCE OF 1099.60 FEET; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 209.92 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 138.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32° 59' 55", HAVING A RADIUS OF 78.00 FEET, HAVING AN ARC DISTANCE OF 44.92 FEET, AND WHOSE LONG CHORD BEARS SOUTH 52° 58' 46" WEST FOR A DISTANCE OF 44.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41° 39' 01", HAVING A RADIUS OF 221.00 FEET, HAVING AN ARC DISTANCE OF 160.65 FEET, AND WHOSE LONG CHORD BEARS SOUTH 57° 18' 19" WEST FOR A DISTANCE OF 157.14 FEET; THENCE SOUTH 78° 07' 49" WEST FOR A DISTANCE OF 158.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09° 19' 07", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 162.64 FEET, AND WHOSE LONG CHORD BEARS SOUTH 73° 28' 16" WEST FOR A DISTANCE OF 162.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 52° 35' 35", HAVING A RADIUS OF 211.00 FEET, HAVING AN ARC DISTANCE OF 193.68 FEET, AND WHOSE LONG CHORD BEARS NORTH 84° 53' 30" WEST FOR A DISTANCE OF 186.95 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 55° 26' 03", HAVING A RADIUS OF 560.00 FEET, HAVING AN ARC DISTANCE OF 541.80 FEET, AND WHOSE LONG CHORD BEARS NORTH 86° 18' 44" WEST FOR A DISTANCE OF 520.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21° 24' 55", HAVING A RADIUS OF 93.00 FEET, HAVING AN ARC DISTANCE OF 34.76 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 40' 42" WEST FOR A DISTANCE OF 34.56 FEET; THENCE SOUTH 87° 23' 10" WEST FOR A DISTANCE OF 148.77 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25° 13' 54", HAVING A RADIUS OF 172.00 FEET, HAVING AN ARC DISTANCE OF 75.74 FEET, AND WHOSE LONG CHORD BEARS NORTH 79° 59' 53" WEST FOR A DISTANCE OF 75.13 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31° 46' 47", HAVING A RADIUS OF 724.44 FEET, HAVING AN ARC DISTANCE OF 401.82 FEET, AND WHOSE LONG CHORD BEARS NORTH 51° 29' 33" WEST FOR A DISTANCE OF 396.69 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24° 03' 31", HAVING A RADIUS OF 278.00 FEET, HAVING AN ARC DISTANCE OF 116.73 FEET, AND WHOSE LONG CHORD BEARS NORTH 47° 37' 55" WEST FOR A DISTANCE OF 115.88 FEET; THENCE, NORTH 59° 39' 40" WEST FOR A DISTANCE OF 514.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 72° 07' 55", HAVING A RADIUS OF 162.71 FEET, HAVING AN ARC DISTANCE OF 204.84 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84° 16' 22" WEST FOR A DISTANCE OF 191.58 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11° 08' 22", HAVING A RADIUS OF 470.57 FEET, HAVING AN ARC DISTANCE OF 91.49 FEET, AND WHOSE LONG CHORD BEARS SOUTH 51° 15' 39" WEST FOR A DISTANCE OF 91.34 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20° 26' 45", HAVING A RADIUS OF 398.96 FEET, HAVING AN ARC DISTANCE OF 142.37 FEET, AND WHOSE LONG CHORD BEARS SOUTH 69° 45' 20" WEST FOR A DISTANCE OF 141.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54° 48' 38", HAVING A RADIUS OF 128.00 FEET, HAVING AN ARC DISTANCE OF 122.45 FEET, AND WHOSE LONG CHORD BEARS SOUTH 52° 34' 24" WEST FOR A DISTANCE OF 117.83 FEET; THENCE, SOUTH 25° 10' 05" WEST FOR A DISTANCE OF 101.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10° 14' 51", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 178.85 FEET, AND WHOSE LONG CHORD BEARS SOUTH 20° 02' 39" WEST FOR A DISTANCE OF 178.61 FEET; THENCE, SOUTH 14° 55' 14" WEST FOR A DISTANCE OF 239.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 11' 52", HAVING A RADIUS OF 285.00 FEET, HAVING AN ARC DISTANCE OF 150.21 FEET, AND WHOSE LONG CHORD BEARS NORTH 76° 21' 52" WEST FOR A DISTANCE OF 148.48 FEET; THENCE, NORTH 61° 15' 56" WEST FOR A DISTANCE OF 320.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17° 19' 36", HAVING A RADIUS OF 345.58 FEET, HAVING AN ARC DISTANCE OF 104.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 55° 36' 26" WEST FOR A DISTANCE OF 104.11 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29° 45' 21", HAVING A RADIUS OF 196.00 FEET, HAVING AN ARC DISTANCE OF 101.79 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 41' 05" WEST FOR A DISTANCE OF 100.65 FEET; THENCE, NORTH 75° 33' 46" WEST FOR A DISTANCE OF 248.70 FEET; THENCE NORTH 23°21'40" EAST, A DISTANCE OF 224.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27° 07' 42", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 142.04 FEET, AND WHOSE LONG CHORD BEARS NORTH 09° 47' 49" EAST FOR A DISTANCE OF 140.72 FEET; THENCE NORTH 03°46'02" WEST, A DISTANCE OF 264.00 FEET; THENCE NORTH 18°32'57" EAST, A DISTANCE OF 109.27 FEET; THENCE NORTH 08°33'38" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25° 43' 59", HAVING A RADIUS OF 1030.00 FEET, HAVING AN ARC DISTANCE OF 462.60 FEET, AND WHOSE LONG CHORD BEARS NORTH 68° 34' 22" EAST FOR A DISTANCE OF 458.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34° 17' 38", HAVING A RADIUS OF 2835.00 FEET, HAVING AN ARC DISTANCE OF 1696.86 FEET, AND WHOSE LONG CHORD BEARS NORTH 72° 51' 11" EAST FOR A DISTANCE OF 1671.64 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 167.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13° 58' 58", HAVING A RADIUS OF 980.00 FEET, HAVING AN ARC DISTANCE OF 239.17 FEET, AND WHOSE LONG CHORD BEARS SOUTH 83° 00' 31" EAST FOR A DISTANCE OF 238.57 FEET; THENCE SOUTH 77°06'38" EAST, A DISTANCE OF 20.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23° 28' 37", HAVING A RADIUS OF 530.00 FEET, HAVING AN ARC DISTANCE OF 217.17 FEET, AND WHOSE LONG CHORD BEARS SOUTH 89° 56' 33" EAST FOR A DISTANCE OF 215.65 FEET; THENCE NORTH 78°19'08" EAST, A DISTANCE OF 72.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11° 02' 23", HAVING A RADIUS OF 2206.00 FEET, HAVING AN ARC DISTANCE OF 425.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 83° 50' 20" EAST FOR A DISTANCE OF 424.40 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 85° 45' 48", HAVING A RADIUS OF 231.00 FEET, HAVING AN ARC DISTANCE OF 345.77 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 45' 35" EAST FOR A DISTANCE OF 314.38 FEET; THENCE NORTH 85°07'19" EAST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 109.402 ACRES MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACT "R", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE ACCESS, ROADWAY, PARKING, SIDEWALK, DRAINAGE, SIGNAGE, GATE, UTILITY AND RELATED PURPOSES. SAID TRACT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. AN EASEMENT OVER TRACT "R", AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

2. TRACTS "RW1", AND "RW2", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROADWAY, DRAINAGE, UTILITY AND RELATED PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITH RESPECT TO TRACTS "RW1", AND "RW2". AN EASEMENT OVER TRACTS "RW1", AND "RW2", AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT UNDERLYING LANDOWNER, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

3. TRACTS "W1" AND "W2", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR MAINTENANCE ACCESS, STORM WATER MANAGEMENT AND DRAINAGE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

4. TRACTS "LM1" AND "LM2", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS TO THE ADJOINING STORM WATER MANAGEMENT TRACT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES AND LANDSCAPING MAY BE PERMITTED WITHIN SAID TRACTS AS APPROVED BY OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.

5. TRACTS "PARK 1", "PARK 2A" "PARK 2B", "PARK 2C" AND "PARK 3", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, ITS SUCCESSORS AND ASSIGNS, ARE FOR OPEN SPACE, MAIL KIOSK, PARKING, PARK, AND RECREATIONAL PURPOSES, ALONG WITH THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF DRAINAGE LINES THEREIN, AND THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS

6. TRACTS "O-1" THROUGH "O-29", INCLUSIVE, AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, LANDSCAPING, SIDEWALKS, MAILBOX KIOSK, DRAINAGE AND UTILITY PURPOSES, AND FOR ACCESS TO THE ADJOINING STORM WATER MANAGEMENT TRACTS BY THE AVENIR COMMUNITY DEVELOPMENT DISTRICT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATIONS THEREOF, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

7. TRACT "O-30" AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, LANDSCAPING, SIDEWALKS, PARKING, AND OTHER STRUCTURES, AND DRAINAGE AND UTILITY PURPOSES, WHICH ARE TO BE OUTSIDE THOSE AREAS DESIGNATED FOR SEWER LIFT STATION PURPOSES OR ACCESS TO THE SEWER LIFT STATION. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

8. TRACTS "RBE1", AND "RBE2", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, BUFFER, DRAINAGE, LIGHTING AND UTILITY PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

9. THE UTILITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "UE", ARE HEREBY DEDICATED IN PERPETUITY TO ALL GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES TO INSTALL, OPERATE AND MAINTAIN THEIR RESPECTIVE FACILITIES. SUCH UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES BY AV BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS. THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL NOT 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, SUCH CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. LANDS ENCUMBERED BY SUCH EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

10. THE SEACOAST UTILITY AUTHORITY EASEMENTS, AS SHOWN HEREON, AND DESIGNATED AS "SUAE", ARE HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

11. DRAINAGE EASEMENT, AS SHOWN HEREON, AND DESIGNATED AS "DE", IS HEREBY DEDICATED TO AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF YARD DRAINAGE AND UTILITIES AND FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATIONS THEREOF, AND ARE THE PERPETUAL OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

12. THE LANDSCAPE BUFFER EASEMENTS, AS SHOWN HEREON, AND DESIGNATED AS "LBE" ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENCUMBERED BY SAID EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES MAY BE PERMITTED WITHIN THE LANDSCAPE BUFFER EASEMENTS AS APPROVED OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.

13. THE EMERGENCY ACCESS EASEMENT, AS SHOWN HEREON AND DESIGNATED AS "EAE" IS HEREBY DEDICATED TO THE CITY OF PALM BEACH GARDENS FOR PEDESTRIAN AND EMERGENCY VEHICLE ACCESS TO ALL ON SITE FACILITIES BY EMERGENCY PERSONNEL. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS

INFORMATIONAL NOTE: THE FOLLOWING RELATES TO ROADWAYS WITHIN AVENIR WHICH ARE LOCATED OUTSIDE OF THIS PLAT BUT MAY PROVIDE ACCESS TO THE PROPERTY WITHIN THIS PLAT: AVENIR DRIVE (A/K/A SPINE ROAD 4, 5A/5B, AND 7 ON THE AVENIR PCD MASTER PLAN), COCONUT BOULEVARD (A/K/A SPINE ROAD 1, 2 AND 3 ON THE AVENIR PCD MASTER PLAN), AND PANTHER NATIONAL BOULEVARD (A/K/A SPINE ROAD 6 AND 8 ON THE AVENIR PCD MASTER PLAN) ARE DEDICATED FOR PUBLIC ACCESS AND RIGHT-OF-WAY USE IN PERPETUITY. ACCORDINGLY, TRAVEL ON AND ACCESS TO AVENIR DRIVE, COCONUT BOULEVARD, AND PANTHER NATIONAL BOULEVARD SHALL NOT BE IMPEDED, LIMITED, OR RESTRICTED IN ANY MANNER OR FASHION WHATSOEVER.

NOT A CERTIFIED COPY

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS 7th DAY OF October, 2024.

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY.

WITNESS: ______________
PRINT NAME: SUSEL CRUZ

BY: MANUEL M. MATO
PRESIDENT

WITNESS: ______________
PRINT NAME: Rosa Eckstein Schechter

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY.
ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ✓ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, THIS 7th DAY OF October, 2024, BY MANUEL M. MATO, PRESIDENT, ON BEHALF OF AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS ✓ PERSONALLY KNOWN TO ME OR HAS PRODUCED ______________ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 7th DAY OF October, 2024.

MY COMMISSION EXPIRES: ______________
NOTARY PUBLIC

COMMISSION NUMBER: ______________
Michele Ray
PRINT NAME

MICHELE RAY
MY COMMISSION EXPIRES 07-22-2028
NOTARY PUBLIC
COMM. # HH 521678
STATE OF FLORIDA

TITLE CERTIFICATION:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, TYRONE T. BONGARD, ESQ., A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON, AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: October 2, 2024

TYRONE T. BONGARD, ESQ.
ATTORNEY AT LAW
FLORIDA BAR #649295
FOR THE FIRM OF GUNSTER, YOAKLEY & STEWART, P.A.

SURVEY NOTES:

1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.

2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PALM BEACH GARDENS ZONING REGULATIONS.

3. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.

4. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 20°31'16" EAST ALONG THE EAST LINE OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

5. LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS SHOWN OTHERWISE.

6. "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 PALM BEACH COUNTY.

7. ALL INSTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ACCORDING TO SEC. 177.091(7), F.S. HAVE BEEN PLACED AND PERMANENT CONTROL POINTS (P.C.P.'S) ACCORDING TO SEC. 177.091(8) WILL BE PLACED AS REQUIRED BY LAW AND THAT MONUMENTS AND PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF PALM BEACH GARDENS FOR THE REQUIRED IMPROVEMENTS, AND FURTHER THAT THE PLAT AND SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, PLATTING, FLORIDA STATUTES, AS AMENDED.

SEPTEMBER 25, 2024

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA

CAULFIELD AND WHEELER, INC
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
(561)392-1991
CERTIFICATION OF AUTHORIZATION NO. LB 3591

SURVEYOR

89

SHEET 2 OF 11

AVENIR – POD 10

BEING A REPLAT OF A PORTION OF PARCEL A–1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024

TABULAR DATA:

ZONING: MIXED USE PLANNED UNIT DEVELOPMENT
FUTURE LAND USE DESIGNATION: MIXED USE

TABULAR DATA	ACRES
RESIDENTIAL LOTS	59.063
TRACT R	16.101
TRACT RW1	0.166
TRACT RW2	0.076
TRACT RBE1	0.536
TRACT RBE2	0.433
TRACT PARK 1	0.767
TRACT PARK 2A	0.273
TRACT PARK 2B	0.145
TRACT PARK 2C	0.333
TRACT PARK 3	0.752
TRACT W1	14.090
TRACT LM1	2.378
TRACT W2	4.696
TRACT LM2	1.720
OPEN SPACE TRACT 1	2.748
OPEN SPACE TRACT 2	0.216
OPEN SPACE TRACT 3	0.165
OPEN SPACE TRACT 4	0.064
OPEN SPACE TRACT 5	0.053
OPEN SPACE TRACT 6	0.057
OPEN SPACE TRACT 7	0.053
OPEN SPACE TRACT 8	0.095
OPEN SPACE TRACT 9	0.173
OPEN SPACE TRACT 10	0.045
OPEN SPACE TRACT 11	0.046
OPEN SPACE TRACT 12	0.046
OPEN SPACE TRACT 13	0.415
OPEN SPACE TRACT 14	0.051
OPEN SPACE TRACT 15	0.045
OPEN SPACE TRACT 16	0.052
OPEN SPACE TRACT 17	0.045
OPEN SPACE TRACT 18	0.051
OPEN SPACE TRACT 19	0.125
OPEN SPACE TRACT 20	0.048
OPEN SPACE TRACT 21	0.502
OPEN SPACE TRACT 22	0.375
OPEN SPACE TRACT 23	0.047
OPEN SPACE TRACT 24	0.111
OPEN SPACE TRACT 25	0.045
OPEN SPACE TRACT 26	0.047
OPEN SPACE TRACT 27	0.064
OPEN SPACE TRACT 28	1.366
OPEN SPACE TRACT 29	0.048
OPEN SPACE TRACT 30	0.675
TOTAL AREA THIS PLAT	109.402

NOT A CERTIFIED COPY

MORTGAGEE'S JOINDER AND CONSENT:

STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 32576, AT PAGE 1396, AS AMENDED, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT THIS 7TH DAY OF October, 2024.

AVENIR HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: Eileen Valdes Jimenez

BY: David Servansky
NAME DAVID SERVIANSKY
TITLE PRESIDENT

WITNESS: Susel Cruz

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ✓ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, THIS 7th DAY OF October, 2024, BY DAVID SERVIANSKY, PRESIDENT, ON BEHALF OF AVENIR HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS ✓ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 7th DAY OF October, 2024.

MY COMMISSION EXPIRES:

Michele Ray
NOTARY PUBLIC

COMMISSION NUMBER:

Michele Ray
PRINT NAME

MICHELE RAY MY COMMISSION # HH 521878 EXPIRES: 01-23-2028 NOTARY PUBLIC STATE OF FLORIDA

AVENIR COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY THE CHAIRMAN OF ITS BOARD OF SUPERVISORS, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO, THIS 7TH DAY OF October, 2024.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

WITNESS: Eileen Valdes Jimenez
PRINT NAME

BY: Virginia Cepero
BY VIRGINIA CEPERO
CHAIRMAN

WITNESS: Susel Cruz
PRINT NAME

AVENIR COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ✓ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, THIS 7th DAY OF October, 2024, BY VIRGINIA CEPERO, CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, WHO IS ✓ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 7TH DAY OF October, 2024.

MY COMMISSION EXPIRES:

COMMISSION NUMBER:

Michele Ray
NOTARY PUBLIC

Michele Ray
PRINT NAME

MICHELE RAY MY COMMISSION # HH 521878 EXPIRES: 01-23-2028 NOTARY PUBLIC STATE OF FLORIDA

AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON AND HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS 7TH DAY OF October, 2024.

AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

WITNESS: Susel Cruz

BY: MANUEL M. MATO
PRESIDENT

WITNESS: Eileen Valdes Jimenez

AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT: ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ✓ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, THIS 7th DAY OF October, 2024, BY MANUEL M. MATO, PRESIDENT, ON BEHALF OF AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, ON BEHALF OF THE AVENIR – POD 10 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, WHO IS ✓ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 7TH DAY OF October, 2024.

MY COMMISSION EXPIRES:

COMMISSION NUMBER:

Michele Ray
NOTARY PUBLIC

Michele Ray
PRINT NAME

MICHELE RAY MY COMMISSION # HH 521878 EXPIRES: 01-23-2028 NOTARY PUBLIC STATE OF FLORIDA

CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS 7TH DAY OF NOVEMBER, 2024.

BY: Chelsea Reed
CHELSEA REED
MAYOR

ATTEST: Patricia Snider
PATRICIA SNIDER, CMC
CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS 7TH DAY OF NOVEMBER, 2024.

BY: Todd Engle
TODD ENGLE, P.E.
CITY ENGINEER

CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.081(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF PALM BEACH GARDENS. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR THE FIELD VERIFICATION OF MONUMENTS AT LOT CORNERS.

THIS 16TH DAY OF OCTOBER, 2024.

Jim Sullivan
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS6889

CITY OF PALM BEACH GARDENS

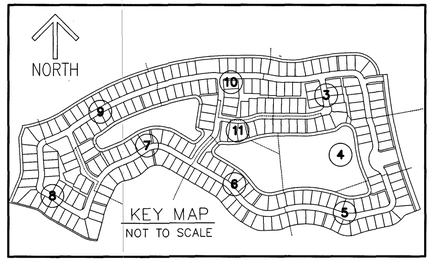
CITY OF PALM BEACH GARDENS ENGINEER

REVIEWING SURVEYOR

AVENIR – POD 10

BEING A REPLAT OF A PORTION OF PARCEL A–1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024



NORTH

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FEET

LEGEND/ABBREVIATIONS
℄ – CENTERLINE
Δ – DELTA (CENTRAL ANGLE)
AC – ACRES
CB – CHORD BEARING
CD – CHORD DISTANCE
DE – DRAINAGE EASEMENT
EAE – EMERGENCY ACCESS EASEMENT
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LAE – LIMITED ACCESS EASEMENT
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LSE – LIFT STATION EASEMENT
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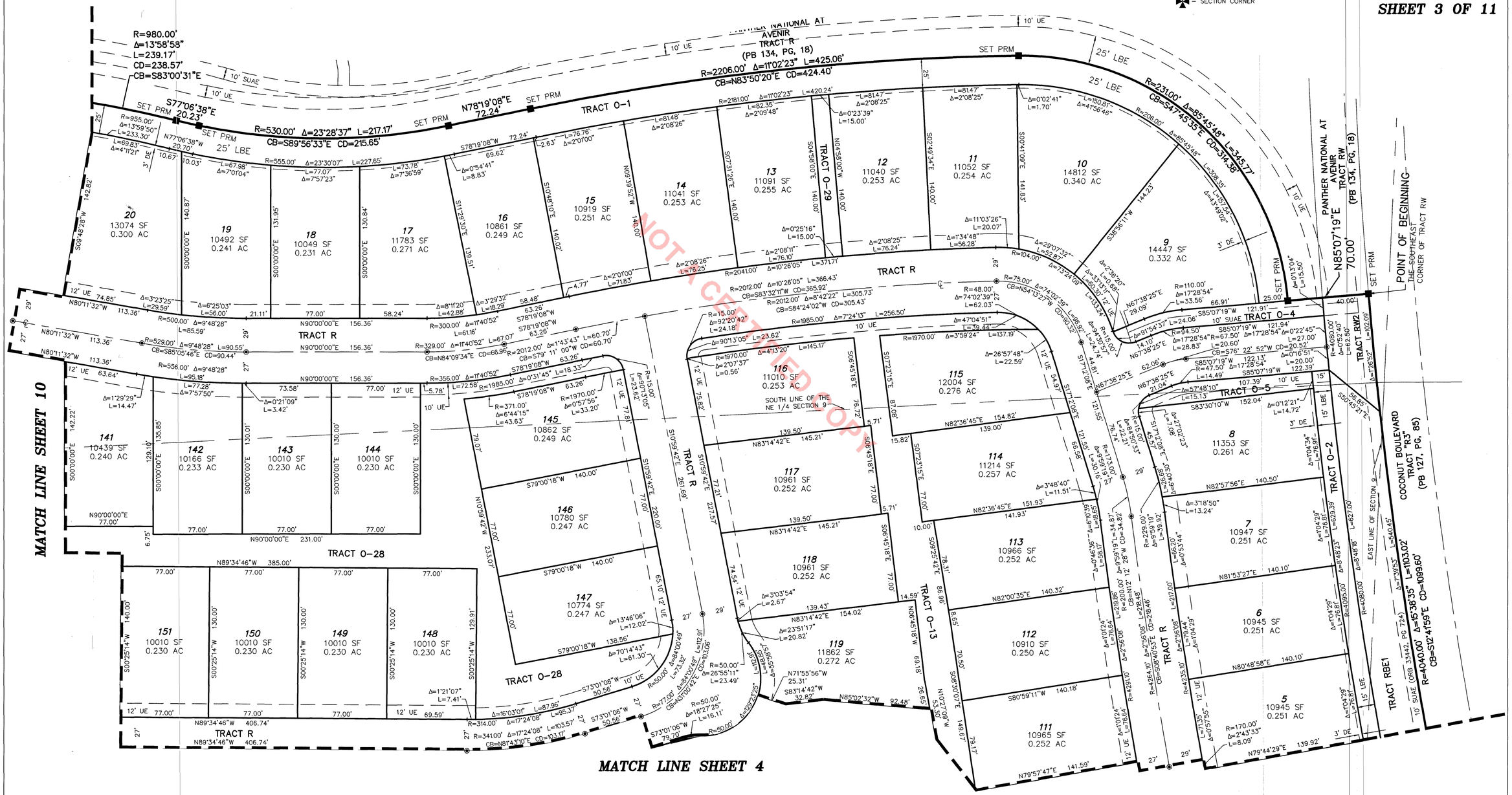
■ PRM – DENOTES PERMANENT REFERENCE MONUMENT 5/8' IRON ROD WITH CAP STAMPED "C&W PRM LB 3591"
◉ – DENOTES PERMANENT CONTROL POINT
– 1/4 SECTION CORNER
– SECTION CORNER

90

SHEET 3 OF 11



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91

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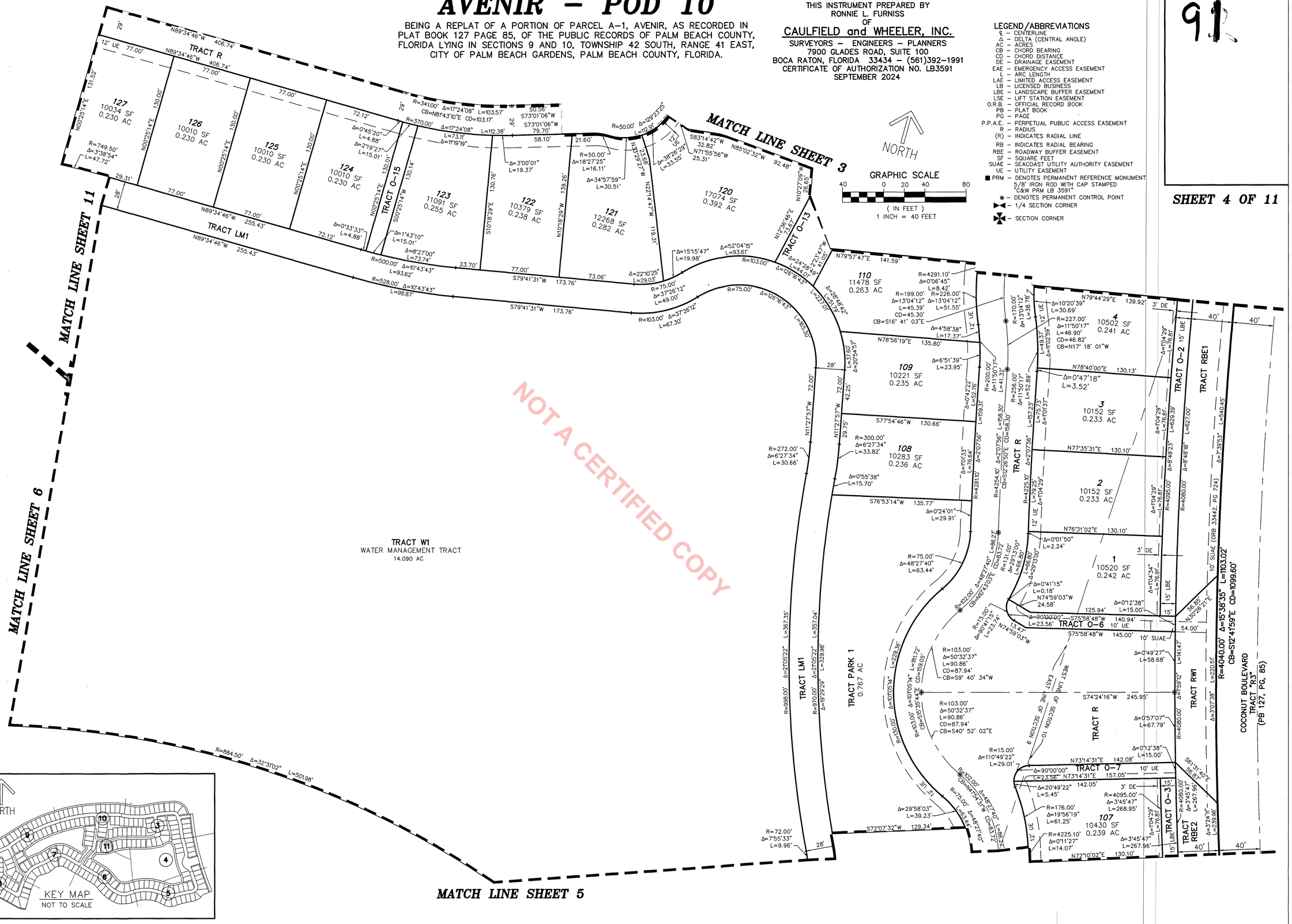
- ◉ – DENOTES PERMANENT CONTROL POINT
- ◣◥ – 1/4 SECTION CORNER
- ✠ – SECTION CORNER

NORTH

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FEET



NOT A CERTIFIED COPY

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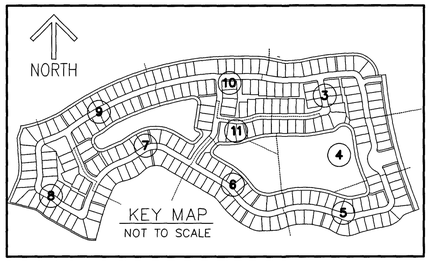

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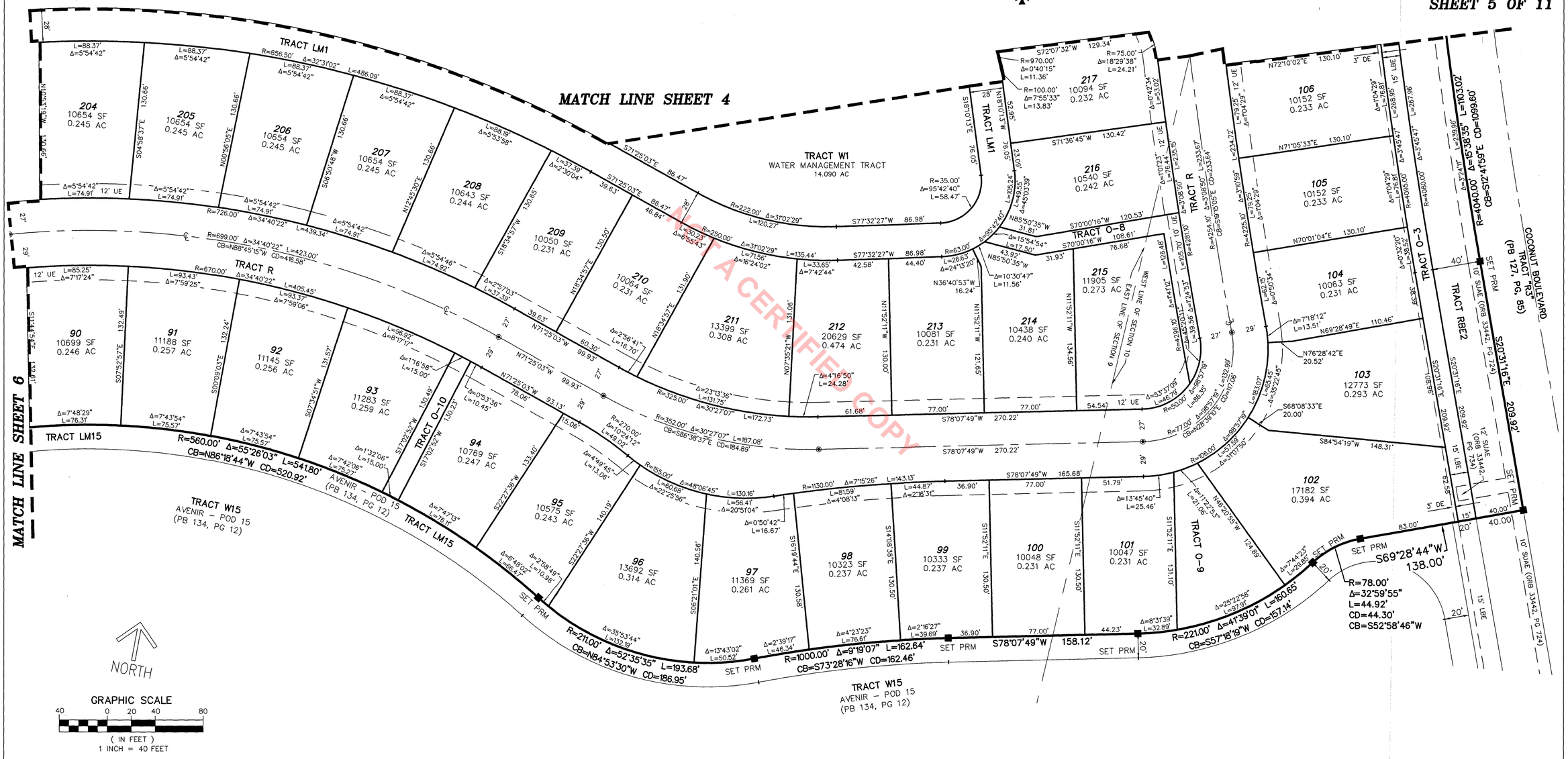
– SECTION CORNER

92

SHEET 5 OF 11



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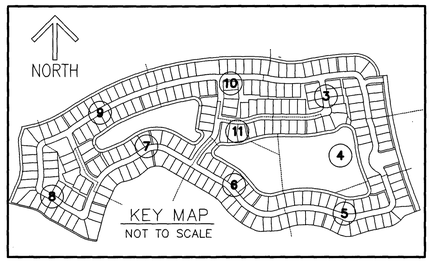
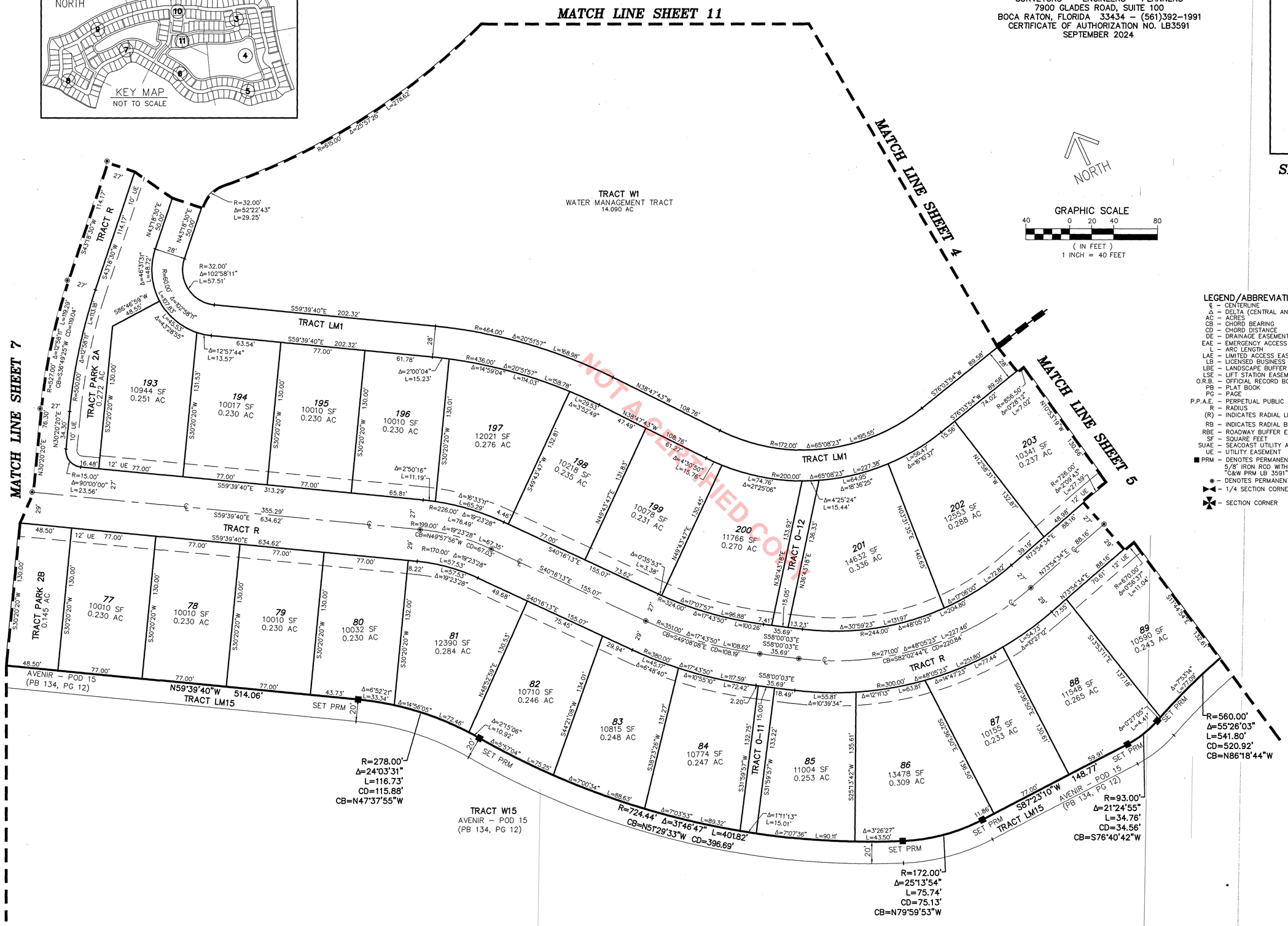
93





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- ◣◢ – 1/4 SECTION CORNER
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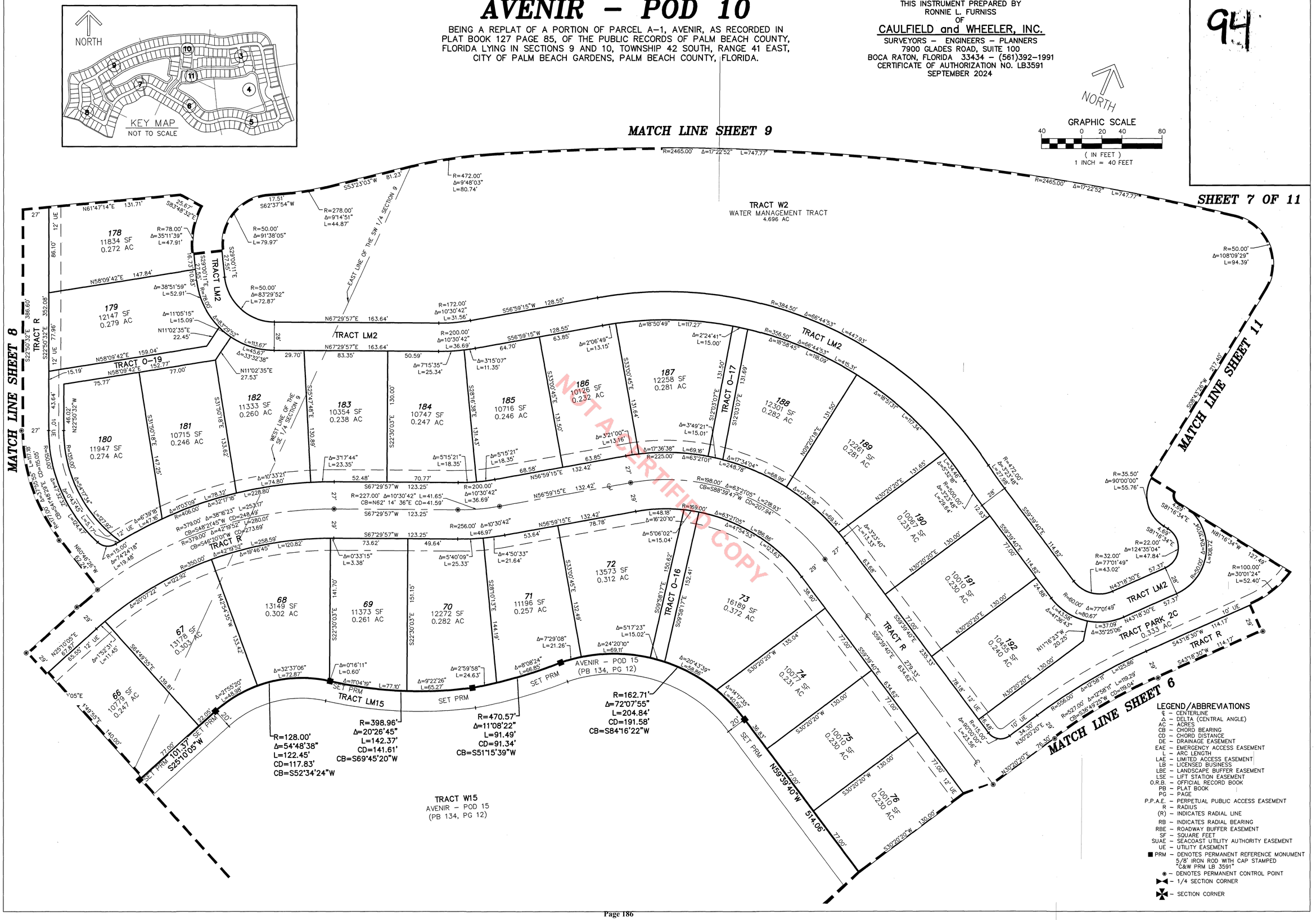

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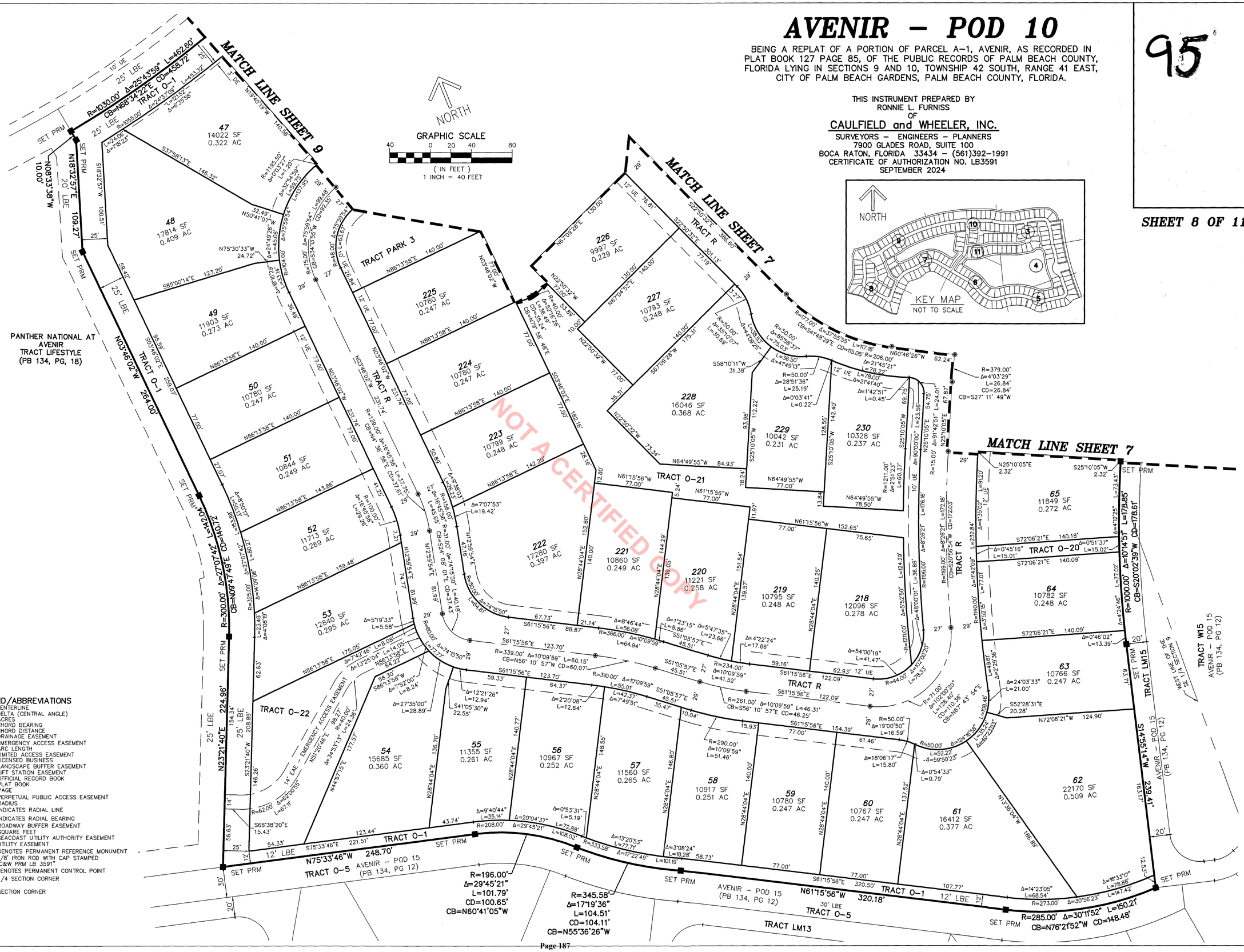

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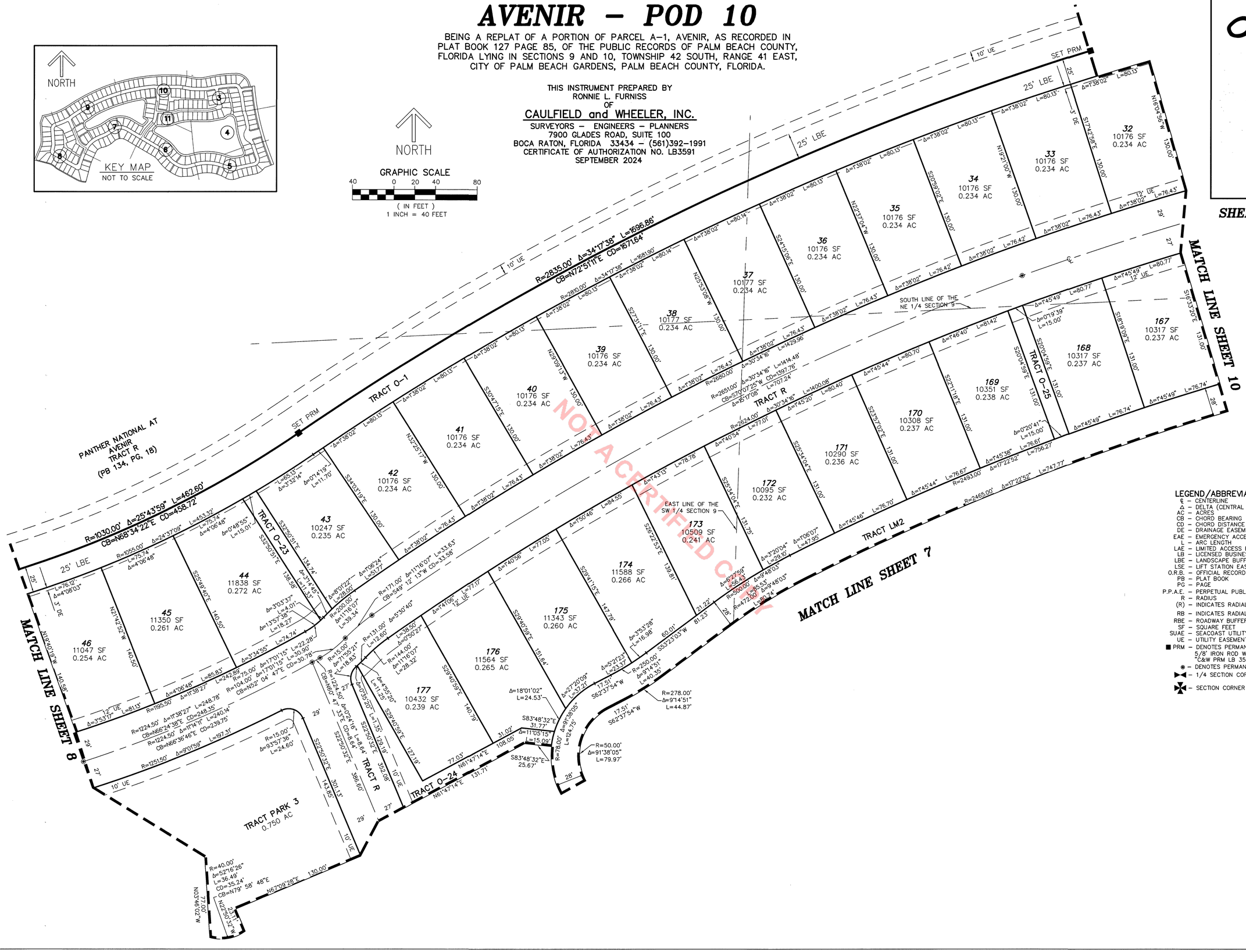
96

SHEET 9 OF 11



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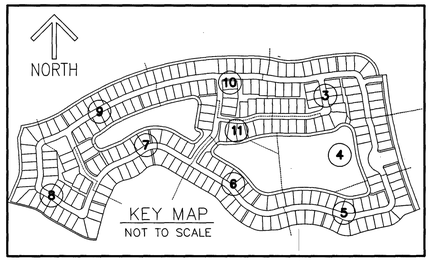
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024

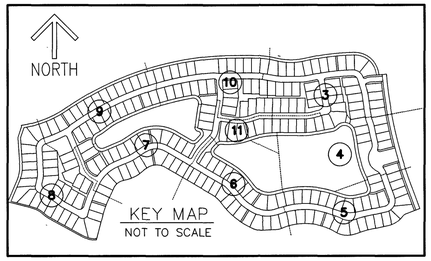


LEGEND/ABBREVIATIONS

- ℄ – CENTERLINE
- Δ – DELTA (CENTRAL ANGLE)
- AC – ACRES
- CB – CHORD BEARING
- CD – CHORD DISTANCE
- DE – DRAINAGE EASEMENT
- EAE – EMERGENCY ACCESS EASEMENT
- L – ARC LENGTH
- LAE – LIMITED ACCESS EASEMENT
- LB – LICENSED BUSINESS
- LBE – LANDSCAPE BUFFER EASEMENT
- LSE – LIFT STATION EASEMENT
- O.R.B. – OFFICIAL RECORD BOOK
- PB – PLAT BOOK
- PG – PAGE
- P.P.A.E. – PERPETUAL PUBLIC ACCESS EASEMENT
- R – RADIUS
- (R) – INDICATES RADIAL LINE
- RB – INDICATES RADIAL BEARING
- RBE – ROADWAY BUFFER EASEMENT
- SF – SQUARE FEET
- SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
- UE – UTILITY EASEMENT
- ■ PRM – DENOTES PERMANENT REFERENCE MONUMENT 5/8' IRON ROD WITH CAP STAMPED "C&W PRM LB 3591"
- ◉ – DENOTES PERMANENT CONTROL POINT
- ⧓ – 1/4 SECTION CORNER
- ✠ – SECTION CORNER

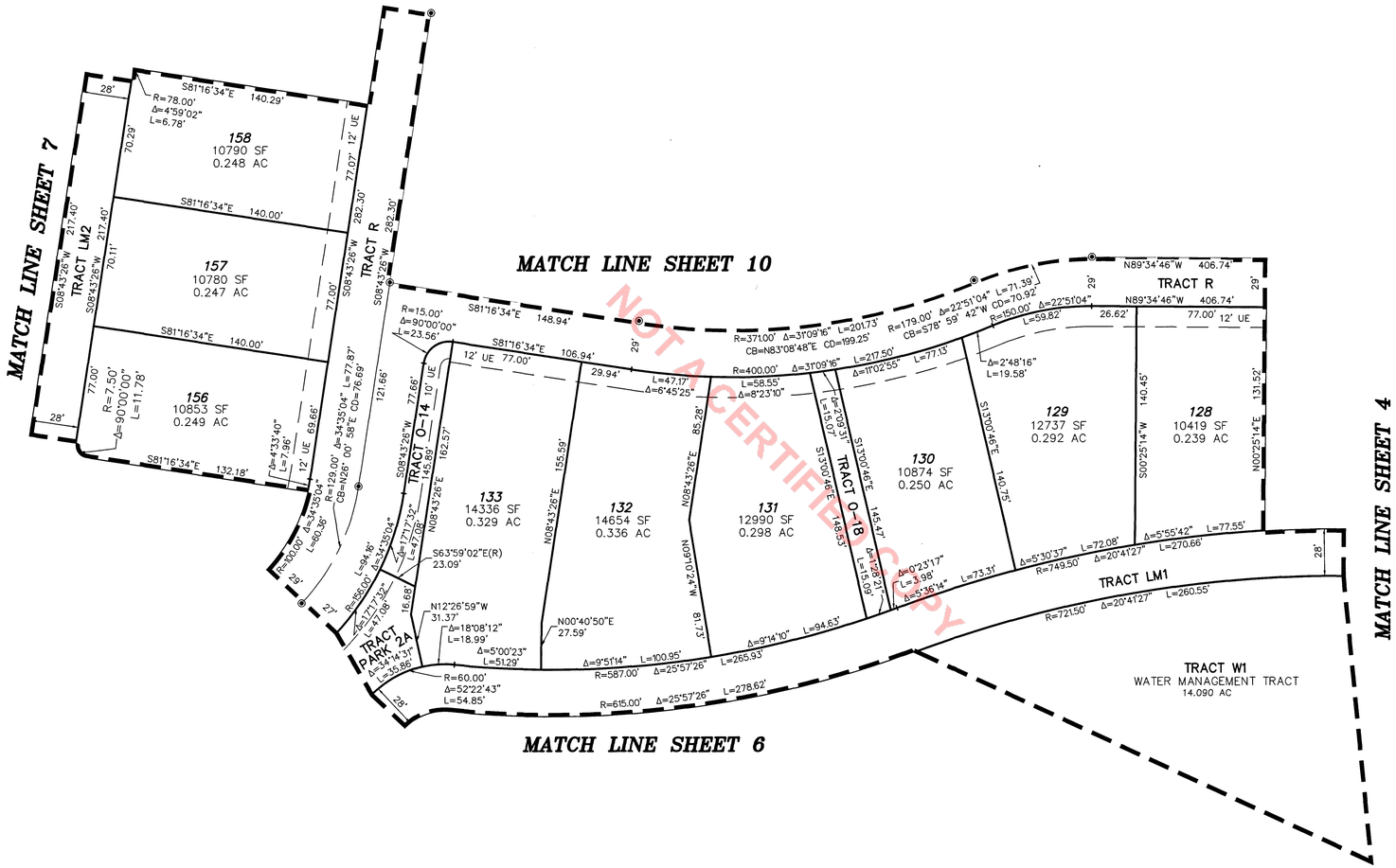
AVENIR – POD 10

BEING A REPLAT OF A PORTION OF PARCEL A–1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024

98



NORTH

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FEET

LEGEND/ABBREVIATIONS

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PRELIMINARY FIRST SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT

SPECIAL ASSESSMENT BONDS SERIES 2026A (PARCEL A-10 PROJECT), SERIES 2026B (PARCEL A-10 PROJECT) AND TAXABLE SERIES 2026B (PARCEL A-10 PROJECT) FOR ASSESSMENT AREA TWO-PARCEL A-10 PROJECT

PREPARED FOR THE

AVENIR
COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

March 26, 2026

SPECIAL DISTRICT SERVICES, INC.
2501A Burns Road
Palm Beach Gardens, Florida 33410
561.630.4922 Telephone
877.737.4922 Toll Free
561.630.4923 Facsimile

1.0 INTRODUCTION

The Avenir Community Development District (the "District") is a local unit of special purpose government located in the City of Palm Beach Gardens (the "City") in Palm Beach County, Florida (the "County"). The District was established on January 5, 2017, by Ordinance No.17-2017 enacted by the City Council of the City to provide for the construction, and/or acquisition, financing, long-term administration and management of certain infrastructure of the Development, as defined below.

The Avenir PUD (the "Development") is a planned Development containing approximately 2,427 gross acres and is located in the City. The District is co-terminus with the Development and is planned for the following land uses:

Table 1 – Proposed Land Uses for the District

Land Use Category	Unit
Single Family Residential	2,690 Dwelling units
Age Restricted	960 Dwelling units
Multi-Family	250 Dwelling units
Commercial	400,000 S.F.
Medical Office	200,000 S.F.
Professional Office	1,800,000 S.F.
Hotel	300 Rooms
Park (land dedication)	55 Acres
Police/Fire/City Annex (land dedication)	15 Acres
Civic/Recreation (land dedication)	60 Acres
Public School (land dedication)	15 Acres
Agricultural	20 Acres

The District intends to finance and construct the Development in phases. The District presently intends to issue its Special Assessment Bonds, Series 2026A (Parcel A-10 Project) (the "Series 2026A Bonds"), Special Assessment Bonds, Series 2026B (Parcel A-10 Project) (the "Tax-Exempt Series 2026B Bonds", together with the Series 2026A Bonds, the "Tax-Exempt Bonds") and Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project) (the "Taxable Series 2026B Bonds", together with the Series 2026A Bonds and the Tax-Exempt Series 2026B Bonds, the "Series 2026 Bonds"). The Tax-Exempt Series 2026B Bonds and the Taxable Series 2026B Bonds are herein referred to as the "Series 2026B Bonds". The Series 2026 Bonds will be secured by the lands within an area called Assessment Area Two-Parcel A-10 Project Area. **Table 2** below shows the planned uses for the phase known as "Assessment Area Two-Parcel A-10 Project Area". Assessment Area Two-Parcel A-10 Project Area is a subset of Assessment Area Two within the District boundaries and contains approximately 108.191+/- acres. See **Appendix 7** for a legal description of the property.

Table 2 – Proposed Land Uses for Assessment Area Two-Parcel A-10 Project Area

Product Type (Lot Size)	# of Units
Single Family - 77	230
TOTAL UNITS	**230**

This Preliminary First Supplemental Report ("First Supplemental Report") will provide the allocation of special assessments as it relates to the sale and issuance of the Series 2026A Bonds and Series 2026B Bonds for the financing of public infrastructure improvements in the Development located in the District's Assessment Area Two-Parcel A-10 Project Area, including, but not limited to, the public roadway improvements including acquisition of land relating thereto, the surface water management and drainage system including acquisition of land relating thereto, the water distribution system, the wastewater collection system, the open space and recreation facilities, the landscaping, irrigation, entrance features and hardscapes; and other related public improvements (collectively, the "Parcel A-10 Project").

This First Supplemental Report equitably allocates the costs being incurred by the District to provide the benefits of the Parcel A-10 Project to the developable lands within the Assessment Area Two-Parcel A-10 Project Area as identified herein on **Appendix 7**. The Parcel A-10 Project improvements are described below and in the Supplemental Engineer's Report (Parcels A-10 Project), dated March 26, 2026 as may be revised (the "Engineer's Report"), prepared by Ballbé & Associates, Inc. (the "District's Engineer").

2.0 PARCEL A-10 PROJECT TO BE FUNDED BY THE DISTRICT

The District anticipates issuing Series 2026A Bonds and Series 2026B Bonds to finance all or portion of the construction and/or acquisition of the Parcel A-10 Project. The total cost of the

Parcel A-10 Project is estimated to be approximately $42,210,698. A detail of the Parcel A-10 Project costs is included herein on **Appendix 1**. There are previously incurred Parcel A-10 Project costs that will be reimbursed as shown on **Appendix 1**. The Series 2026A Bonds and Series 2026B Bonds will be repaid through the levy of non-ad valorem special assessments on assessable property within Assessment Area Two-Parcel A-10 Project Area as evidenced by separate liens securing the Series 2026A Bonds and Series 2026B Bonds, respectively. The Parcel A-10 Project has been designed to be functional and confer direct and special benefits to the assessable property within Assessment Area Two-Parcel A-10 Project Area. Any portion of the Parcel A-10 Project not financed through the issuance of Series 2026A and Series 2026B Bonds will be paid for by Avenir Development, LLC (herein the "Landowner").

Construction and/or acquisition and maintenance obligations for the District's proposed infrastructure improvements constituting the Parcel A-10 Project are described in summary as follows (a detailed description is included in the Engineer's Report):

The District will be constructing and/or acquiring all or a portion of certain roadway improvements as required by the local authorities within publicly dedicated land or easements, consisting of but not limited to road subgrade, rock base and asphalt, curbing and sidewalks, asphalt paths, turn lanes, and traffic control devices. These improvements will be constructed by the Landowner or the District and if constructed by the Landowner will be acquired by the District upon certification of construction for operation and maintenance. Certain public roadways will be conveyed to the City.

All or a portion of the surface water management and drainage system will be constructed by the Landowner or the District, and, if constructed by the Landowner, will be acquired by the District. The District will be responsible for the operation and maintenance of such system retained by the District and serve the District.

The water distribution and wastewater collection sewer systems will be constructed by the Landowner or the District, and if constructed by the Landowner, will be acquired by the District and dedicated to the Seacoast Utility Authority (SUA) upon certification of completion. Upon such transfer by the District, the ownership, operation and maintenance of these systems will be the responsibility of SUA. In the event the connection charges are paid by the Landowner these charges are being paid for and on behalf of the District.

Other construction items such as open space and recreation, landscaping, irrigation, entrance features and hardscapes will be constructed by the Landowner or the District, and, if constructed by the Landowner, will be acquired by the District. The District will be responsible for the operation and maintenance of the portion of these facilities retained by the District which serves Assessment Area Two-Parcel A-10 Project Area.

The construction costs identified in this First Supplemental Report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction and/or acquisition of all or a portion of the Parcel A-10 Project, the District will impose non-ad valorem special assessments on benefited real property in Assessment Area Two-Parcel A-10 Project Area as evidenced by separate liens securing the Series 2026A Bonds and Series 2026B Bonds, respectively. These assessments are based on the direct, and special and peculiar benefits accruing to such property from the improvements comprising the Parcel A-10 Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the direct and special benefits from the Parcel A-10 Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property constituting the Parcel A-10 Project Area would not be possible. The capital facilities which will be funded through these special assessments include only facilities which may be undertaken by a community development district under Chapter 190, F.S. This First Supplemental Report is designed to meet the requirements of Chapters 170, 190 and 197, F.S. and will describe the expected terms and conditions of the Series 2026A Bonds and Series 2026B Bonds.

In summary, special assessments may be made only: (1) for facilities which provide special benefits to property as distinct from general benefits, (2) against property which receives that special benefit, (3) in proportion to the benefits received by such properties, and (4) only if allocated according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments (both capital special assessments and operation and maintenance special assessments) placed upon various benefited properties in Assessment Area Two-Parcel A-10 Project Area must be sufficient to cover the debt service of the Series 2026A Bonds and Series 2026B Bonds that will be issued for financing all or a portion of the Assessment Area Two-Parcel A-10 Project Area and to pay the costs to maintain those portions of the infrastructure that remain under the ownership of the District. The assessments must be fairly and reasonably allocated to the properties being assessed.

4.0 ALLOCATION OF COST AND ASSESSMENTS

In developing the methodology used for special assessments for the Development in Assessment Area Two-Parcel A-10 Project Area, two (2) interrelated factors were used:

A. Allocation of Benefit: Each parcel of assessable land within Assessment Area Two Parcel A-10 Project Area benefits from the proposed improvements.

B. Cost/Benefit: The special assessments imposed on each assessable parcel of land within Assessment Area Two-Parcel A-10 Project Area cannot exceed the value of the benefits provided to such parcel.

The planned improvements comprising the Parcel A-10 Project is an integrated system of facilities designed to provide direct and special benefits to the assessable property within Assessment Area Two-Parcel A-10 Project Area as a whole. The Parcel A-10 Project is intended to work as a total system which will provide special benefits for each unit type. The fair and reasonable method of allocating the benefit to each planned residential unit has been accomplished by assigning an *equivalent residential unit* ("ERU") based on front footage with a weight of 1.0 to each 50-foot single family unit. There are no 50-foot units in Parcel A-10. Therefore, for the purpose of this First Supplemental Report each 77-foot single family residential unit will be assigned (1.54) ERU as follows in **Table 3**.

Table 3 – Equivalent Residential Unit (ERU)

Product Type (Lot Size)	# of Units	ERU Factor
Single Family - 77	230	1.54
TOTAL UNITS	**230**	

The lien will shift to the parcels in Assessment Area Two-Parcel A-10 Project Area, as represented in **Appendix 6** upon the following events:

- Land is platted within Assessment Area Two-Parcel A-10 Project Area
- Land is sold in Assessment Area Two-Parcel A-10 Project Area prior to platting

The amount of the assessments that will shift to platted lots is based on the allocation set forth in **Appendix 6**. Land that is sold in Assessment Area Two-Parcel A-10 Project Area prior to platting will have a lien amount attached to the parcel that is equal to the development rights (defined herein as the number of planned units determined by the Landowner) conveyed with such parcel and type of planned use. Assessment will then be assigned in accordance with **Appendix 6.** As platting occurs the debt assessment will be assigned on a first platted, first assigned basis to platted lots receiving property folio numbers, and allocated on an ERU basis as shown herein on **Appendix 6**.

In addition to the special assessments imposed for debt service on the Series 2026A Bonds and Series 2026B Bonds, respectively, the District will also levy an annual administrative assessment to fund the costs of operating and managing the District. As each residential dwelling unit will benefit equally from the operation and management of the District and the Parcel A-10 Project, the annual operation and management assessments will be allocated equally to each assessable lot or unit.

Given the District's land use plan and the type of infrastructure to be funded by the special assessments, this method will result in a fair allocation of benefits and services and an equitable allocation of costs for the proposed Series 2026A Bonds and Series 2026B Bonds. However, if the future platting results in changes in land use or proportion of benefit per unit, this allocation methodology may not be applicable and it may be necessary for the District to revise this methodology.

5.0 COLLECTION OF SPECIAL ASSESSMENTS

The proposed special assessments relating to the Parcel A-10 Project will be collected through the Uniform Method of Collection described in Section 197.3632; F.S. or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Section 197.3632, F.S. or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the 1% collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. These additional costs may be reflected by dividing the annual debt service and operation and maintenance assessment amounts by 0.94.

6.0 FINANCING STRUCTURE

The estimated cost of the Parcel A-10 Project is approximately $27,734,205. The construction program and the costs associated therewith are identified herein on **Appendix 1**.

All or a portion of the capital improvements comprising the Parcel A-10 Project is to be financed by the Series 2026A Bonds and Series 2026B Bonds and when issued which will be payable from and secured by special assessments levied annually on all assessable properties in Assessment Area Two-Parcel A-10 Project Area with respect to the Series 2026A Bonds and to the Series 2026B Bonds as evidenced by separate liens securing the Series 2026A Bonds and Series 2026B Bonds, respectively. The total aggregate principal amount of the Series 2026A Bonds that will be issued by the District for the Parcel A-10 Project is $5,655,000*. The total aggregate principal amount of the Series 2025B Bonds that will be issued by the District for the Parcel A-10 Project is $39,930,000*, of which $4,655,000* will represent the Taxable Series 2026B Bonds. The available net proceeds of the Series 2026A Bonds will provide $5,123,717* for construction related costs. The available net proceeds of the Series 2026B Bonds will provide $31,210,698* for construction related costs. The sizing of the Series 2026A Bonds and Series 2026B Bonds includes the funding of one or more debt service reserve accounts, funding capitalized interest and paying issuance costs as shown on **Appendix 2**. The Bond debt allocations are shown on **Appendix 4**.

*Preliminary, subject to change

7.0 MODIFCATIONS, REVISIONS AND TRUE-UP MECHANISM

Allocation of costs and benefits, shown herein on **Appendix 3,** for the Parcel A-10 Project financed by the District is initially based on the estimated number of dwelling units projected to be developed and benefited by the infrastructure improvements comprising the Parcel A-10 Project. Based on a Series 2025A Bonds size of $5,655,000*, at an assumed interest rate of 7.00%, the maximum annual debt service for the Series 2026A Bonds as shown herein on **Appendix 5**, will be $455,704* which has **not** been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes. Based on a Tax Exempt Series 2025B Bonds size of $35,275,000*, at an assumed interest rate of 7.25%, the maximum annual debt service for the Tax Exempt Series 2026B Bonds as shown herein on **Appendix 5**, will be $2,557,438* which has **not** been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes. Based on a Taxable Series 2026B Bonds size of $4,655,000*, at an assumed interest rate of 9.25%, the maximum annual debt service for the Taxable Series 2026B Bonds as shown herein on **Appendix 5**, will be $430,588 which has **not** been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

To ensure that each residential lot is assessed no more than their pro-rata amount of the annual non-ad valorem assessments shown herein on **Appendix 6**, the District will be required to perform a "True-Up" analysis, which requires a computation at the time of submission of each plat or re-plat to determine the potential remaining ERUs. The District shall, at the time a plat or re-plat is submitted to the City:

A. Assume that the total number of ERUs, within each parcel, utilized as a basis for this assessment methodology is as described in **Table 4** ("Total Assessable ERUs).

B. Ascertain the number of assessable ERUs, within each parcel, in the proposed plat or re-plat and all prior plats ("Planned Assessable ERUs").

C. Ascertain the current amount of potential remaining ERUs within each Parcel ("Remaining Assessable ERUs").

If the Planned Assessable ERUs are equal to the Total Assessable ERUs, no action would be required at that time. However, if the sum of the Planned Assessable ERUs and the Remaining Assessable ERUs are less than the Total Assessable ERUs, the applicable landowner will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Series 2026A Bonds and/or Series 2026B Bonds, as applicable, plus accrued interest, such that the amount of non-ad valorem assessments securing each Series allocated to each Planned Assessable ERU does not exceed the amount of debt service that would

*Preliminary, subject to change

have been allocated thereto, had the total number of Planned Assessable ERUs not changed from what is represented in **Table 4**. Conversely, if the Planned Assessable ERUs is greater than the Total Assessable ERUs, then there will be a pro-rata decrease in the annual non-ad valorem assessments securing each Series to all of the benefited properties.

Table 4 – Total Assessable Lots/Units/ERUs

Product Type (Lot Size)	# of Units	ERU Factor	ERUs
Single Family - 77	230	1.540	354.20
TOTAL			**354.20**

All assessments levied run with the land. A determination of a true-up payment shall be based on the terms and provisions of a true-up agreement entered into between the District and the Landowner. It is the responsibility of the landowner of record (other than home buyers) to make any required true-up payments that are due. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied.

In the event that additional land is annexed into Assessment Area Two-Parcel A-10 Project Area which is currently not subject to the assessments and is developed in such a manner as to receive special benefit from the Parcel A-10 Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this allocation methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

8.0 PRELIMINARY ASSESSMENT ROLL

When fully developed, the current site plan for Assessment Area Two-Parcel A-10 Project Area will include the land uses in **Table 4**.

9 .0 ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, consultants and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this report.

Special District Services, Inc. does not represent the Avenir Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended.

Similarly, Special District Services, Inc. does not provide the Avenir Community Development District with financial advisory services or offer investment advice in any form.

****

APPENDIX 1

AVENIR COMMUNITY DEVELOPMENT DISTRICT

PROJECT COST ESTIMATES FOR MASTER ASSESSMENT METHODOLOGY

INFRASTRUCTURE PROJECT FOR ASSESSMENT AREA - PARCEL A-10

	Tax-Exempt	Taxable	Share of Previous Costs	Total
Water Management	$16,333,659	$0	$3,000,000	$19,333,659
Water Distribution System and Sewage Collection	$7,927,217	$0	$2,000,000	$9,927,217
Landscaping & Irrigation Outside of Gate	$2,432,790	$0	$0	$2,432,790
Roadways	$0	$1,686,035	$2,000,000	$3,686,035
Landscaping & Irrigation	$0	$578,683	$2,000,000	$2,578,683
Walls, Hardscape, Gate, Common Area & Sidewalks	$1,040,539	$1,211,775	$2,000,000	$4,252,314
TOTAL	**$27,734,205**	**$3,476,493**	**$11,000,000**	**$42,210,698**

APPENDIX 2

AVENIR COMMUNITY DEVELOPMENT DISTRICT

BOND SIZING

FOR ASSESSMENT AREA TWO-PARCEL A-10 PROJECT AREA

	Tax Exempt A Bond Sizing	Tax Exempt B Bond Sizing	Taxable B Bond Sizing	TOTAL
Par Amount	**$5,655,000**	**$35,275,000**	**$4,655,000**	**$45,585,000**
Original Issue Discount	$0	($1,763,750)	($232,750)	($1,996,500)
Debt Service Reserve Fund	($227,852)	($1,278,719)	($215,294)	($1,721,865)
Capitalized Interest	($181,431)	($3,729,596)	($627,940)	($4,538,967)
Underwriters Discount and Issuance Costs	($122,000)	($768,730)	($102,523)	($993,253)
Construction Funds	**$5,123,717**	**$27,734,205**	**$3,476,493**	**$36,334,415**
Bond Interest Rate	7.00%	7.25%	9.25%	N/A

APPENDIX 3

AVENIR COMMUNITY DEVELOPMENT DISTRICT

PROJECT ALLOCATION (BENEFIT) FOR

ASSESSMENT AREA TWO-PARCEL A-10 PROJECT AREA

					Tax-Exempt		Taxable	
Type	**Lot Size**	**# of Units**	**ERU**	**Total ERU**	**Total Project Cost Allocation Per Type**	**Total Project Cost Allocation Per Unit**	**Total Project Cost Allocation Per Type**	**Total Project Cost Allocation Per Unit**
Single Family	77	230	1.540	354.2	$38,734,205.00	$168,409.59	$3,476,493.00	$15,115.19
Total		**230**		**354.20**	**$38,734,205.00**		**$3,476,493.00**	

APPENDIX 4

AVENIR COMMUNITY DEVELOPMENT DISTRICT

ALLOCATION OF BOND DEBT PER UNIT

FOR ASSESSMENT AREA TWO-PARCEL A-10 PROJECT AREA

					(Tax-Exempt) **A Bond**		(Tax-Exempt) **B Bond**		(Taxable) **B Bond**	
Type	**Lot Size**	**# of Units**	**ERU**	**Total ERU**	**Debt Allocation Per Unit Type**	**Bond Debt Allocation Per Unit**	**Debt Allocation Per Unit Type**	**Bond Debt Allocation Per Unit**	**Debt Allocation Per Unit Type**	**Bond Debt Allocation Per Unit**
Single Family	77	230	1.540	354.2	$5,655,000.00	$24,586.96	$35,275,000.00	$153,369.57	$4,655,000.00	$20,239.13
Total		**230**		**354.20**	**$5,655,000.00**		**$35,275,000.00**		**$4,655,000.00**	

APPENDIX 5

AVENIR COMMUNITY DEVELOPMENT DISTRICT

CALCULATION OF ANNUAL DEBT SERVICE

FOR ASSESSMENT AREA TWO-PARCEL A-10 PROJECT AREA

		(TE) **A Bond**	(TE) **B Bond**	(Taxable) **B Bond**	**Total**
1	Maximum Annual Debt Service Assessment to be Collected (Net of Discounts and Fees)	$455,704	$2,557,438	$430,588	$3,443,730
2	Maximum Annual Debt Service Assessment to be Collected (Grossed Up)*	$484,791	$2,720,679	$458,072	$3,663,543
3	Maximum Annual Debt Service per Unit Type	**See Appendix 6**	**See Appendix 6**	**See Appendix 6**	**See Appendix 6**

*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes. These costs are not applicable if the landowner is directly billed for the assessments.

APPENDIX 6

AVENIR COMMUNITY DEVELOPMENT DISTRICT

ALLOCATION OF DEBT SERVICE ASSESSMENTS

ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO-PARCEL A-10 PROJECT AREA

Tax-Exempt A & B

Residential Parcel	Lot Size	# of Units	ERU Factor	Total ERU	A Bond Maximum Annual Debt Assessment Per Unit	A Bond Maximum Annual Debt Assessment Per Unit*	A Bond Maximum Annual Debt Assessment Per Unit Type	A Bond Maximum Annual Debt Assessment Per Unit Type*
Single Family	77	230	1.540	354.20	$1,981.32	$2,107.79	$455,704.00	$484,791.49
Residential Parcel	**Lot Size**	**# of Units**	**ERU Factor**	**Total ERU**	**B Bond Maximum Annual Debt Assessment Per Unit**	**B Bond Maximum Annual Debt Assessment Per Unit***	**B Bond Maximum Annual Debt Assessment Per Unit Type**	**B Bond Maximum Annual Debt Assessment Per Unit Type***
Single Family	77	230	1.540	354.20	$11,119.30	$11,829.04	$2,557,438.00	$2,720,678.72
Total Tax-Exempt A & B		**230**					**$3,013,142.00**	**$3,205,470.21**

Taxable B

Residential Parcel	Lot Size	# of Units	ERU Factor	Total ERU	B Bond Maximum Annual Debt Assessment Per Unit	B Bond Maximum Annual Debt Assessment Per Unit*	B Bond Maximum Annual Debt Assessment Per Unit Type	B Bond Maximum Annual Debt Assessment Per Unit Type*
Single Family	77	230	1.540	354.20	$1,872.12	$1,991.62	$430,588.00	$458,072.34
Total Taxable B	**N/A**	**230**	**N/A**	**354.20**	**N/A**	**N/A**	**$430,588.00**	**$458,072.34**

* This has been grossed up to include a 4% discount for early payment of assessments, a 1% fee for the Tax Collector, and a 1% service fee for the Property Appraiser.

LEGAL DESCRIPTION:

AVENIR – POD 10, AS RECORDED IN PLAT BOOK 138, PAGE 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

ASSIGNMENT AND ACQUISITION AGREEMENT
(Parcel A-10 Project)

This Assignment and Acquisition Agreement (the "Agreement") is made and entered into this _____ day of May, 2026 (the "Effective Date"), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

AVENIR DEVELOPMENT, LLC, a Florida limited liability community, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 (together with its successors and assigns all referred to herein as the "Developer").

RECITALS

WHEREAS, the District was established by Ordinance 17, 2016, enacted by the City Council of the City of Palm Beach Gardens, Florida, effective January 5, 2017 (the "Ordinance"), for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain public infrastructure to serve the mixed-use development within the boundaries of the District and known as "Avenir"; and

WHEREAS, the District is comprised of approximately 2,427.50 +/- gross acres located within the municipal limits of the City of Palm Beach Gardens, Florida (the "City") within Palm Beach County (the "County") as more particularly described in the Ordinance; and

WHEREAS, included within Assessment Area Two within the boundaries of the District is Parcel A-10, comprised of approximately _____ +/- gross acres, as described in Exhibit A ("Assessment Area Two – Parcel A-10 Project Area" or "Parcel A-10"), attached hereto and made a part hereof,; and

WHEREAS, the lands within Parcel A-10 are owned by the Developer; and

WHEREAS, the Developer intends to undertake certain development activities that will benefit Parcel A-10 and all of Avenir; and

WHEREAS, the District has determined that it is in the best interests of the District to finance, construct and deliver certain community development systems, facilities, and improvements deemed necessary to develop the lands within Parcel A-10 within Assessment Area Two of the District, including, without limitation, stormwater management and control facilities, including but

not limited to earthwork, roadway improvements, water and wastewater systems; the differential cost of undergrounding certain utilities; hardscaping, landscaping and irrigation, other related public improvements, and all related soft and incidental costs (the "Parcel A-10 Project"), which public infrastructure systems, facilities and improvements constituting the Parcel A-10 Project are more specifically described in the Eighth Supplemental Engineer's Report (Parcels A-10, A-11, and A-21 Projects), dated October 22, 2024 and the Master Engineer's Report (2025 Validation), dated November 18, 2024, as each are amended and supplemented by the Supplemental Engineer's Report (Parcel A-10 Project), dated _____, 2026, each prepared for the Avenir Community Development District by Ballbe & Associates, Inc. (the "Engineer"), as such may be further amended or supplemented from time to time (collectively, the "Engineer's Report") and in the plans and specifications on file at the office of the District, which Engineer's Report and plans and specifications for the Parcel A-10 Project are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District, upon the issuance of the Series 2026 Bonds (A-10), as later defined, also intends to purchase from the Developer certain real property, which real property is more particularly described in Exhibit B, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the District proposes to issue its **$_____** Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project) (the "Series 2026A Bonds (A-10)"), its **$_____** Special Assessment Bonds, Series 2026B (Parcel A-10 Project) (the "Series 2026B Bonds (A-10)"), and its **$_____** Avenir Community Development District Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project) (the "Taxable Series 2026B Bonds (A-1)," together with the Series 2026A Bonds and the Series 2026B Bonds (A-10), the "Series 2026 Bonds (A-10)") to finance a portion of the cost of construction of the Parcel A-10 Project, pursuant to a Master Trust Indenture dated as of May 1, 2018, a Seventeenth Supplemental Trust Indenture dated as of May 1, 2026 with respect to the Series 2026A Bonds (A-10), and a Eighteenth Supplemental Trust Indenture dated as of May 1, 2026 with respect to the 2026B Bonds (A-10) and the Taxable Series 2026B Bonds (A-10), each between the District and Regions Bank, an Alabama banking corporation authorized to serve as bond trustee (the "Trustee"), as the same may be amended and supplemented from time to time (collectively, the "Indenture"), and each to be executed by the District and the Trustee, a financial institution authorized to serve as bond trustee; and

WHEREAS, pursuant to the Indenture, as later defined herein, PHCC LLC (d/b/a Preston Hollow Community Capital) will be the initial bondholder representative with respect to the Series 2026A Bonds (A-10) (the "2026A Bondholder Representative) and the initial bondholder representative with respect to the Series 2026B Bonds-A-10) (the "2026B Bondholder Representative"); and

WHEREAS, the Developer shall assign to the District, subject to the terms and conditions set forth herein, certain contracts, licenses and permits relating to the design, construction and/or installation of the Parcel A-10 Project (the "Contract Rights"), inclusive of all designs, plans and specifications relating to Parcel A-10 Project, prepared by, or on behalf of, the Developer (the "Plans"), which Contract Rights and Plans are listed in Exhibit C, attached hereto and made a part hereof; and

WHEREAS, the District has determined that it is in the best interests of the District to enter into this Agreement and to acquire and/or construct the Parcel A-10 Project, or take assignment of the Contract Rights for the construction and installation of the Parcel A-10 Project; and

WHEREAS, any capitalized term not otherwise defined in this Agreement shall have the meaning set forth in the Indenture; and

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths ($10.00) Dollars from the District to the Developer and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. APPLICABLE PROVISIONS; MAXIMUM PAYMENT.

2.1 Although not anticipated, it is contemplated by the parties that certain of the components of the Parcel A-10 Project could be conveyed by the Developer to the District while the other components of the Parcel A-10 Project will be constructed by the District pursuant to the Contract Rights assigned by the Developer to the District or pursuant to work procured by the District (the "District Contracts"). The provisions of Section 3 and Section 4 hereof specifically apply in the event of a conveyance of any of the components of the Parcel A-10 Project by the Developer to the District, the provisions of Section 5 hereof specifically apply to the assignment of Contract Rights from the Developer to the District, and the provisions of Section 3 and Section 6 hereof specifically apply to the conveyance of the Property by the Developer to the District.. The total cost of the Parcel A-10 Project, which includes connection charges pursuant to Section 7 hereof, the Contract Rights, the District Contracts, and the Property is estimated in the Engineer's Report to be **$_____** (the "Parcel A-10 2026 Project Cost"). The District agrees to pay the Developer subsequent to the issuance of the A-10 Bonds, as total payment for all the Developer's rights or interest in the Parcel A-10 Project, including connection charges, the Contract

Rights relating thereto, and construction expenses relating to the Parcel A-10 Project constructed by the District pursuant to the Contract Rights, the District Contracts, and the Property, an amount not to exceed **_____ AND 00/100 ($_____) DOLLARS** (the "Maximum Purchase Price"), which represents a portion of the cost of the Parcel A-10 Project, subject to availability of proceeds from the Series 2026 Bonds (A-10) issued by the District and in accordance with the Engineer's Report and the applicable Indenture. The parties acknowledge that if the Parcel A-10 Project Cost for a particular Series of the Series 2026 Bonds (A-10) exceeds the amount that will be available from the available proceeds of the Series 2026 Bonds (A-10) to pay the Developer, the Maximum Purchase Price will be lowered pursuant to the terms of this Agreement based on the availability of such available proceeds from the Series 2026 Bonds (A-10).

2.2 In no event shall the District pay more than the Maximum Purchase Price for the Parcel A-10 Project, including connection charges, the Property, the District Contracts and the Contract Rights relating thereto, including payment of any and all reimbursement(s) to the Developer by the District for performance under the Contract Rights, and in the event that there are not sufficient funds from the proceeds of the Series 2026 Bonds (A-10) to pay for the Parcel A-10 Project, the Property, the District Contracts, and the Contract Rights, then, the Maximum Purchase Price shall be further reduced to equal the amount of remaining funds available from the proceeds of the Series 2026 Bonds (A-10), so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer. The Developer shall convey all of the Parcel A-10 Project, the Property, and the Contract Rights subject to this Agreement without further right to any additional payments for the Parcel A-10 Project, any connection charges, the Property, or the Contract Rights. The acquisition of the Developer's rights or interest in the Parcel A-10 Project, the Property, and the Contract Rights by the District and the District's payment for same shall be in accordance with the terms of this Agreement and the Indenture, to the extent applicable, and with the resolution or resolutions authorizing the Series 2026 Bonds (A-10) and the Engineer's Report. Notwithstanding, the parties recognize that Developer shall not be paid more than the Maximum Purchase Price for the Parcel A-10 Project, including connection charges, the Property, the District Contracts (not paid to Developer), and the Contract Rights relating thereto, and that payment of the Maximum Purchase Price, or any portion thereof, shall be in accordance with the Indenture.

2.3 For purposes of the payment provisions of Section 4, Section 5, and Section 6 of this Agreement, all payments to the Developer shall be made and directed to AVENIR DEVELOPMENT, LLC, unless otherwise directed in writing by AVENIR DEVELOPMENT, LLC.

3. CONVEYANCE OF PROJECT IMPROVEMENTS AND PROPERTY.

3.1 While it is not contemplated that the Developer will be conveying any completed improvements constituting a part of the Parcel A-10 Project to the District, the provisions of Section 3 and Section 4 hereof shall be applicable to the conveyance of and payment for any such

completed improvements. Section 3 and Section 6 hereof shall be applicable to the conveyance of and payment for Property. The intent of the parties is for the District to construct entirety portion of the Parcel A-10 Project pursuant to the Contract Rights and District Contracts, subject to the availability of funding from the available proceeds of the Series 2026 Bonds (A-10). In accordance with the terms and conditions of this Agreement, the Developer shall, in one or more conveyances, convey or cause to be conveyed to the District by dedication, deed, bill of sale or other appropriate form of conveyance satisfactory to the District and its counsel, any and all of the Developer's rights in the Parcel A-10 Project and real property interests associated with the Parcel A-10 Project (fee simple or perpetual easement) from time to time and as the Parcel A-10 Project, or portions thereof, are completed. At least fifteen (15) days prior to the date of conveyance of any interests in the Parcel A-10 Project or any real property interests related thereto, the Developer shall provide the District with copies of surveys and as-built plans, signed and sealed by the Developer's surveyor and/or engineer of record describing the Parcel A-10 Project, or portions thereof, being conveyed. At least five (5) days prior to the date of conveyance of any interests in real property (fee simple or perpetual easement) hereunder, including, but not limited to, the Property, the Developer shall provide the District with title insurance, an attorney's opinion of title or other evidence of clear title, as appropriate, relating to any interests in real property and improvements that are a part of the Parcel A-10 Project acceptable to the District and its counsel describing the nature of Developer's rights or interest in the real property and the improvements being conveyed, and stating that (i) such real property and improvements, and components thereof are free and clear of all liens and encumbrances, except as provided herein and except for those encumbrances that do not impair or interfere with any functions of the District, (ii) all governmental approvals necessary to install the Parcel A-10 Project have been obtained or are reasonably expected to be obtained, and (iii) the Developer is conveying the complete interest in such portion of the Parcel A-10 Project to the District.

3.2 The parties acknowledge and agree that certain portions of the Parcel A-10 Project may have been or will be constructed in rights-of-way, utility easements, or common areas, any or all of which may have been previously dedicated to other governmental bodies, public entities, or other quasi-public organizations. In the event that any of the public improvements constituting a part of the Parcel A-10 Project are constructed on real property where no such dedication, right-of-way or easements exist, the Developer shall convey or cause to be conveyed to the District the easements in form reasonably acceptable to the District necessary for the District to operate, maintain, replace and repair each component of the Parcel A-10 Project being conveyed and to be owned by the District or to be owned and operated by such other unit of local government.

3.3 The acquisition of the Developer's rights or interest in any portion or all of the Parcel A-10 Project, the Property, and the Contract Rights relating thereto by the District and District's payment for same shall be in accordance with the terms of this Agreement and provisions of the Indenture, if applicable, which are specifically incorporated herein by reference and made a part hereof.

3.4 By approval and execution of this Agreement, the District authorizes and

ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances of the Parcel A-10 Project or any portion of the Parcel A-10 Project, including the Property and the assignment of Contract Rights contemplated by this Agreement.

3.5 At no cost to District, Developer agrees to convey such real property and interests in real property, including the Property, as necessary, including that which is described in Section 3.1 above, whether by deed, easement or otherwise, so that District has full access by means of ingress and egress to all improvements associated with the Parcel A-10 Project for purposes of ownership and maintenance of the Parcel A-10 Project as may be contemplated in the Engineer's Report.

3.6 The Developer shall provide temporary construction easements to the District, as necessary, to authorize District's construction of any improvements that are part of the Parcel A-10 Project.

3.7 The District acknowledges and agrees that non-material adjustments in the descriptions of lands comprising any real property, including the Property, may be necessary to accommodate permitting and other governmental requirements associated with the approval, construction, or completion of the Parcel A-10 Project. In that regard, the District agrees to cooperate with the Developer by taking such steps to make any such conveyances or reconveyances to or from the Developer, or other persons or entities, as are reasonably necessary for non-material changes or adjustments requested by Developer for such purposes. The District and the Developer agree that non-material changes or adjustments shall mean those that do not materially diminish the value of any interests in real property, including the Property, ultimately retained or acquired or to be acquired by the District in connection with the Parcel A-10 Project. Any conveyances of interests in real property to the District other than the Property, as provided herein and in connection with the Parcel A-10 Project shall be for no consideration.

4. **PAYMENT FOR IMPROVEMENTS.** After receipt by the District of funds from the available proceeds of the Series 2026 Bonds (A-10) and in accordance with the terms of the Indenture associated with the issuance of the Series 2026 Bonds (A-10) and the terms of this Agreement, the District agrees to pay the Developer, as total payment for all the Developer's rights or interest in the completed portions of the Parcel A-10 Project, an amount not to exceed the Maximum Purchase Price, subject to available proceeds from the Series 2026 Bonds (A-10) issued with the exact purchase price to be based on the certificate of the Engineer (the "Improvements Purchase Price") and the amount of funds available under the Indenture. The payment of the Improvements Purchase Price, shall occur in the following manner:

4.1 Subsequent to the receipt by the District of funds from proceeds of the Series 2026 Bonds (A-10) and upon proper requisition as provided in the Indenture and certification by the Engineer and the Developer in accordance with Section 11 of this Agreement, the District shall

direct the Trustee to pay the Developer the certified amounts set forth in such requisition from available funds for the portion of the improvements comprising a portion of the Parcel A-10 Project to be conveyed or already conveyed by the Developer to the District relating to the respective components of the Parcel A-10 Project. To the extent that there are sufficient funds available from the proceeds of the Series 2026 Bonds (A-10) the District will continue to pay for certain portions of the Parcel A-10 Project as those portions have been, or are, conveyed to, and accepted by, the District in accordance with this Agreement, until the earlier of such time as (i) all amounts owed to the Developer shall have been paid by the District, or (ii) funds available to the District from the proceeds of the Series 2026 Bonds (A-10) pursuant to any applicable Indenture are no longer available to pay for the Parcel A-10 Project.

4.2 As a condition of the District acquiring the Parcel A-10 Project, or any completed portion thereof, the Engineer will certify to the District that the Parcel A-10 Project or the portions thereof being conveyed to the District pursuant to this Agreement have been completed in accordance with the Plans and are in good condition and repair, and that the cost to be charged to the District for the Parcel A-10 Project or portions thereof being conveyed to the District pursuant to this Agreement does not exceed the lesser of (i) the documented actual cost to the Developer of such Parcel A-10 Project or (ii) the Engineer's estimated fair market value of such components of the Parcel A-10 Project.

4.3 Nothing in this Agreement shall obligate the District to make payments for any portion of the Parcel A-10 Project in a cumulative amount in excess of the Maximum Purchase Price, or in excess of the available proceeds from the Series 2026 Bonds (A-10) and nothing in this Agreement shall obligate the District to make additional payments from any other moneys of the District in the event that there are insufficient proceeds available to fund the Parcel A-10 Project from the available proceeds of the Series 2026 Bonds (A-10). Nothing herein shall be interpreted or construed to relieve the Developer of the completion obligations in Section 12. Further, notwithstanding anything else in this Agreement to the contrary, the District and the Developer acknowledge that the District's obligation to pay for the Parcel A-10 Project, or any portion thereof, is subject to the terms of the Indenture.

5. ASSIGNMENT OF CONTRACT RIGHTS. Developer hereby agrees to sell and assign or provide for the assignment to District, and District hereby agrees to purchase and take assignment of, the Contract Rights and all of Developer's rights, title and interest in, to, and under certain contracts, agreements, understandings, permits and licenses relating to the Parcel A-10 Project for performance of the work contemplated by the Contract Rights. The Contract Rights, as listed in Exhibit B, include all contracts for materials construction, service, design, and maintenance and any other contracts, insurance, bonds, undertakings, agreements and understandings relating to the financing, funding, planning, acquisition, design, construction, reconstruction, equipping, installation, and maintenance of the Parcel A-10 Project, and any easements or other interests in property related to the Parcel A-10 Project, but in no event shall the District be responsible for any amounts in excess of the Maximum Purchase Price or the amounts available to the District from the

available proceeds of the Series 2026 Bonds (A-10). The Contract Rights further include the Plans (i.e., all designs, plans and specifications relating to the Parcel A-10 Project, prepared by, or on behalf of, the Developer) also listed on Exhibit B as well as all tests, records, licenses, permits, authorizations, and choses in action obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity, relating to the improvements relating to the Parcel A-10 Project and the property upon which such improvements will be, or have been, funded, planned, acquired, constructed, reconstructed, equipped, installed, or maintained. The parties contemplate the assignment of Contract Rights concurrently with the issuance of the Series 2026 Bonds (A-10), consistent with proceeds made available to the District from such issuance of the Series 2026 Bonds (A-10) to fund the portion of the Parcel A-10 Project addressed and defined in the Engineer's Report and in the documents pertaining to such Series 2026 Bonds (A-10).

5.1 As a condition of the District accepting an assignment of the Contract Rights, the Engineer shall certify that the cost of the work contemplated by the Contract Rights being assigned does not exceed the Engineer's estimated value of the Parcel A-10 Project to be constructed pursuant to the Contract Rights, when such improvements are completed in accordance with the Plans. The instrument of assignment of Contract Rights shall be in a form reasonably satisfactory to the District and shall assign all of Developer's interests in the Contract Rights, and Developer shall present and warrant that Developer has the right and power to assign the Contract Rights to the District, has received all required consents to effect such assignment, and that said instrument fully effects an assignment of the Contract Rights. It is understood that if the assignment of Contract Rights is not severable between the Parcel A-10 Project and non-public infrastructure, only the Parcel A-10 Project with respect to such Contract Rights shall be the obligation of the District.

5.2 The District shall pay the Developer for the assignment of the Contract Rights to the District an amount equal to all sums paid by or on behalf of the Developer under the Contract Rights through the date of assumption by the District, which consideration the parties agree is sufficient for such Contract Rights, and that there shall be no additional monetary consideration paid by the District to the Developer in exchange for assignment of the Contract Rights pursuant to this Agreement. As a condition of payment by the District to the Developer for the Contract Rights, the Engineer shall first certify that any and all sums paid by or on behalf of the Developer under the Contract Rights were for the performance of work that is related to the Parcel A-10 Project and, that the improvements of or work performed prior to the assignment of the Contract Rights in connection with the Parcel A-10 Project related to such payments is in accordance with the Plans and are in good condition and repair, and that any and all such payments for the improvements (but not the Contract Rights) by the District do not exceed the lesser of (i) the actual sums paid by or on behalf of the Developer under the Contract Rights for construction of such improvements related to such payments, or (ii) the Engineer's estimate of the fair market value of the improvements related to such sums paid by or on behalf of the Developer in accordance with the terms of the Contract Rights. In no event shall the District pay the Developer pursuant to this provision for work completed on improvements that the District acquires from the Developer pursuant to Section 3 and Section 4 above.

6. PAYMENT FOR PROPERTY. In accordance with the terms of the Indenture and this Agreement, the District agrees to pay the Developer upon the issuance of the Series 2026 Bonds (A-10), and in particular the Avenir Community Development District Special Assessment Bonds, Series 2026A_ (Parcel A-11 Project), as total payment for all of the Developer's rights or interest in the Property, an amount not to exceed _____ **AND 00/100 ($_____.00) DOLLARS** (the "Property Purchase Price") for **47.656 +/-** acres, which is, by mutual agreement of the parties, and is subject to the availability of proceeds from the Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project). The Property Purchase Price is equal to the lesser of the Developer's actual cost basis for acquiring the Property ($_____/$_____per acre) (the "Cost Basis Price") and the fair market value of said Property, defined herein as the Appraised Price as determined pursuant to Section 6.1 below.

6.1 **<u>Calculation of the Appraised Price</u>.** The District, with the consent of the Developer selected a M.A.I. appraiser licensed by the State of Florida and possessing substantial experience concerning residential property within the county within which the District is located. The selected appraiser, Valbridge Property Advisors independently calculated the current fair market value of the Property and prepared an Appraisal Report, dated _____, 2026, Valbridge File Number: _____(the "Appraisal Report"), which Appraisal Report is incorporated herein by reference. The District and the Developer accept the Appraisal Report and the findings contained therein, including, but not limited to, the determination that the fair market value of the Property is $_____/$_____ per acre (the "Appraised Price"). The Appraised Price is greater than the Cost Basis Price, therefore, the Cost Basis Price shall be utilized to determine the Property Purchase Price, subject to the availability of proceeds from the Series 2026a Bonds (A-10).

6.2 Nothing in this Agreement shall obligate the District to make payments for the Property in a cumulative amount in excess of the Property Purchase Price. For payments for the Property in a cumulative amount less than or equal to the Property Purchase Price, nothing in this Agreement shall obligate the District to make additional payments in the event that there are not sufficient funds available to the District from the proceeds of the Series 2026A Bonds (A-10), or specifically made available pursuant to the applicable Indenture, to pay for the Property.

6.3 No provision of this Section 6 shall relieve the Developer of its completion obligations as set forth in Section 13 below, including without limitation the obligation to complete the conveyance of all of the rights and interests in the Property subject to this Agreement.

6.4 At no cost to the District, Developer further agrees to convey such real property and interests in real property, whether by deed, easement or otherwise, so that District has full access by means of ingress and egress to all facilities and improvements constituting the Parcel

A-10 Project for purposes of ownership and maintenance of said improvements and facilities and in accord with the Engineer's Report.

6.5 All ad valorem real estate taxes, personal property taxes and all assessments associated with the Property, or any parcel thereof, for the year of closing shall be prorated as of the closing date upon the amount of such taxes for the year of closing if the amount of such taxes is known at the time of closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes, with the maximum discount allowed by law, for the preceding year. If any tax prorations shall be based upon the amount of taxes for the year preceding the year of closing; such taxes, at the request of any party hereto, shall be re-prorated and adjusted between the parties, on the basis of the November payment, forthwith after the tax bills for the year of closing are received.

6.6 The Property Purchase Price shall only be paid from the available proceeds of the Series 2026A Bonds (A-10).

7. PAYMENT FOR CONNECTION CHARGES. The Developer agrees that water and sewer connection charges are part of the Parcel A-10 Project. If the Developer pays the connection charges to the applicable governmental authority, it shall be paying them on behalf of the District. To the extent the proceeds of the Series 2026 Bonds (A-10), are sufficient, the District shall reimburse the Developer from such proceeds if the Developer makes such payments.

8. NO ADDITIONAL PAYMENT OBLIGATION. Nothing in this Agreement shall obligate the District to make additional payments or to issue additional bond, notes or other indebtedness in the event that there are not sufficient funds available to the District from the proceeds of the Series 2026 Bonds (A-10) to pay for the Parcel A-10 Project, including the Property, the Contract Rights, or any portion thereof. The Developer shall complete the portion of the Parcel A-10 Project not funded by the Series 2026 Bonds (A-10) .

9. APPLICATION OF INDENTURE. The acquisition of the Developer's rights or interest in any portion or all of the Parcel A-10 Project, the Property, and Contract Rights relating thereto by the District and District's payment for same shall be in accordance with the terms of this Agreement and provisions of the Indenture, to the extent applicable and which are specifically incorporated herein by reference and made a part hereof.

10. CONDITION OF IMPROVEMENTS AND PROPERTY; WARRANTY. At the time of conveyance by the Developer of the Developer's rights or interest in all or any portion of the completed Parcel A-10 Project, if any, as provided in Section 3 and Section 4 above, or payment to the Developer by the District for Contract Rights as provided in Section 5 above, the portion of said improvements constituting a portion of the Parcel A-10 Project being conveyed or the portion of said improvements which have been constructed at the time of the assignment of Contract Rights shall be in good condition, reasonably free from defects, as determined by the Engineer; and for portions of

the Parcel A-10 Project conveyed to the District pursuant to Section 3 and Section 4 hereof the Developer shall furnish District with a warranty, in a form acceptable to the District, guaranteeing to the District and to any governmental entity to which the improvements may be conveyed by the District that such improvements shall be free from defects in materials, equipment or construction for a period of one (1) year from the date of conveyance. Developer further agrees, as part of any such conveyance of improvements, to assign to District any other warranties associated with of applicable to said improvements. Notwithstanding any warranty relating to the improvements contained herein, the District acknowledges that any interests in real property, including the Property, conveyed hereunder shall be conveyed in "AS IS, WHERE IS" condition, with no representation, warranty, or recourse.

11. CERTIFICATIONS. Before any payment by the District for any portion of the Parcel A-10 Project, the District shall be provided with a certificate, signed by the Engineer and a certificate signed by the Developer (collectively, the "Certifications") certifying that: (a) the amount to be paid to the Developer for any portion of the improvements constituting the Parcel A-10 Project does not exceed the lower of (i) the actual cost paid or to be paid by the Developer for such improvements (based upon representations of the Developer) or (ii) the fair market value of such improvements; (b) that such improvements for which payment is to be made are part of the Parcel A-10 Project as described in the Engineer's Report and have been allocated as such; (c) that such improvements conveyed or to be conveyed to the District have been installed or constructed in substantial conformity with the plans and specifications, including, but not limited to, the Plans, and in conformance with applicable rules, regulations, ordinances, laws and all permits and approvals governing the installation or construction of the same; (d) that all currently required approvals and permits for acquisition, construction, reconstruction, installation and equipping of the improvements or any portion thereof have been obtained or can reasonably be expected to be obtained from all applicable regulatory bodies; (e) that the Developer has paid all contractors, subcontractors and materialmen that have provided services or materials in connection with such improvements; (f) the amount to be paid to the Developer for any portion of the Property does not exceed the lower of the Cost Basis Price or the fair market value of the Property (Appraised Price); (g) that said Property for which payment is to be made is part of the Parcel A-10 Project; (h) that sufficient funds are available from the proceeds of the Series 2026 Bonds (A-10); and (i) all conditions set forth in the Indenture to make disbursements have been satisfied. The Developer shall also certify to the District that each payment to be received pursuant to this Agreement does not constitute a loan of the proceeds of the Series 2026 Bonds (A-10) to the Developer. The Developer shall provide all information and documentation necessary for the Engineer to complete said Certifications. The Developer shall provide a certificate of completion signed by the Developer and the Engineer and delivered to the District for any and all completed improvements to be paid for pursuant to Section 4 above, if any, and all for Property to be paid for pursuant to Section 6 above, if any.

12. CONVEYANCES OR PAYMENTS PRIOR TO AVAILABILITY OF BOND PROCEEDS. All terms and conditions of this Agreement apply equally to conveyances of or payments made with respect to the Parcel A-10 Project made by the Developer to the District prior to

proceeds of the Series 2026 Bonds (A-10) being available to the District to fund such Parcel A-10 Project, and the District shall make payment for such conveyances in accordance with the applicable provisions of this Agreement, provided that under no circumstances shall a conveyance made prior to such funding obligate the District to make payment prior to proceeds of the Series 2026 Bonds (A-10) becoming available to the District to fund such Parcel A-10 Project, or portion thereof.

13. COMPLETION. The Developer covenants that it shall cause the Parcel A-10 Project to be completed and conveyed, and shall convey, or cause to be conveyed any interests in real property, including the Property, necessary for the maintenance and operation of the Parcel A-10 Project regardless of whether the proceeds of the Series 2026 Bonds (A-10) are sufficient to cover the costs of such completion and such conveyances. The Developer acknowledges that the Maximum Purchase Price and the total of all costs and expenses to complete the Parcel A-10 Project may exceed the amount of proceeds anticipated to be available for such purposes from the Series 2026 Bonds (A-10) are issued. According to the Master Special Assessment Methodology Report: Infrastructure Project Special Assessment Bonds for Parcel A-10 Project, dated November 21, 2024, and the First Supplemental Special Assessment Methodology Report: Special Assessment Bonds Series 2026A (Parcel A-10 Project), Series 2026B (Parcel A-10 Project), and Taxable Series 2026B (Parcel A-10 Project) for Assessment Area Two - Parcel A-10 Project, dated _____, 2026, each prepared by Special District Services, Inc., as each may be further amended and supplemented from time to time (collectively, the "Methodology Report"), the District is expected to issue **$**_____ in principal amount of Series 2026A Bonds (A-10), **$**_____ in principal amount of Series 2026B Bonds (A-10), and **$**_____ in principal amount of Taxable Series 2026B Bonds (A-10), which would collectively provide **$**_____ in available Series 2026 Bond (A-10) proceeds, which amount is or could be less than said Maximum Purchase Price and less than the Parcel A-10 Project Cost. From available proceeds of the Series 2026 Bonds (A-10), and in accordance with the Indenture, if applicable, and this Agreement, the District shall cause the work contemplated by the assigned Contract Rights to be performed and completed and shall enter into such other District Contracts as are necessary to complete the portion of the Parcel A-10 Project contemplated by the assigned Contract Rights. To the extent that available proceeds from the Series 2026 Bonds (A-10) are not sufficient to complete the work contemplated by this Agreement, including the assigned Contract Rights or to complete the Parcel A-10 Project, or any portion thereof, the Developer shall pay to the District within ten (10) days from demand by the District, a sum of money sufficient to complete the work contemplated by the assigned Contract Rights and District Contracts necessary to complete the Parcel A-10 Project.

14. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their respective receivers, trustees, successors, successors-in-title, and assigns. Notwithstanding the foregoing, this Agreement is not binding on end users that have purchased residential units or fully-developed parcels within the Assessment Area Two – Parcel A-10.

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

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

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

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

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

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

21. AUTHORITY. Each party affirms that the execution of this Agreement has been duly authorized by their respective appropriate governing body or official, as the case may be. Each party further affirms that it has the full power and authority to comply with the terms and provisions of this Agreement. Further, by approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

22. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing

duly executed by the parties hereto. Additionally, this Agreement or any provision hereof may not be materially amended or waived in a manner that has the effect of reducing the total debt service revenue collected or to be collected for an applicable Series of Series 2026 Bonds (A-10) without the prior written consent of the Trustee acting at the direction of the 2026A Bondholder Representative and the 2026B Bondholder Representative, as applicable in accordance with the Indenture, or if the 2026A Bondholder Representative or the 2026B Bondholder Representative owns or represents less than 50% of the aggregate principal amount of the applicable Series of Series 2026 Bonds (A-10) outstanding, then in accordance with the applicable Indenture. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

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

24. REMEDIES. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically shall include, but not be limited to, the ability of the District to enforce any and all payment obligations of the Developer under this Agreement through the imposition and enforcement of a contractual or other lien on real property within the District owned by the Developer, which lien shall be foreclosable in the manner of mechanics' liens pursuant to Chapter 713, Florida Statutes, or as otherwise provided by law.

25. COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

26. THIRD-PARTY BENEFICIARIES. Except as provided in this section herein, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns (other than builder purchasers and end users that have purchased residential units and fully-developed properties within Parcel A-10 within Assessment Area Two). Notwithstanding anything herein to the contrary, the Trustee for the Series 2026A Bonds (A-10) and the Trustee for the Series 2026B

Bonds (A-10), on behalf of the respective Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the 2026A Bondholder Representative and the 2026B Bondholder Representative, as the case may be, , shall be entitled to cause the District to enforce the Developer's obligations hereunder. If the 2026A Bondholder Representative or the 2026B Bondholder Representative owns or represents less than 50% of the aggregate principal amount of the applicable Series of Series 2026 Bonds (A-10) outstanding the applicable Indenture shall determine the process to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

28. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written approval of the other party, which approval shall not unreasonably be withheld. The Developer may not assign its obligations hereunder without the prior written consent of the applicable Trustee acting at the direction of the 2026A Bondholder Representative with respect to the Series 2026A Bonds (A-10) outstanding and the 2026B Bond Representative with respect to the Series 2026B Bonds (A-10); however, such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Developer pursuant to which an unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement, provided that the District is provided with at least thirty (30) days advance written notice prior to the effective date of such assignment, and provided however that no such assignment shall be valid where the assignment has the effect of avoiding any of the Developer's obligations hereunder.

29. FURTHER ASSURANCES. At any and all times, the Developer and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming, as applicable, of the Contract Rights and of any and all rights or interests in the Parcel A-10 Project, and any other real property relating to the Parcel A-10 Project which are intended or required to be acquired by or conveyed to or by the District as contemplated by the Indenture and this Agreement, including the conveyance, assignment or transfer to other government agencies of such portions of, or interests in, the Parcel A-10 Project or real property relating to the Parcel A-10 Project as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.

30. NOTICES. All notices, requests, consents and other communications required or

permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, Florida 33410 Attention: District Manager
With copy to:	Billing Cochran, P.A. 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, Florida 33301 Attention: Michael J. Pawelczyk, Esq.
Developer:	Avenir Development, LLC 550 Biltmore Way, Suite 1110 Coral Gables, Florida 33134 Attention: Rosa Schechter, Vice President
With copy to:	Avenir Development, LLC 777 S. Flagler Drive, Suite 500E West Palm Beach, Florida 33401 Attention: Brian M. Seymour, Esq.

Any notice provided by the Developer or the District in accordance with this section shall also be distributed to the following:

Initial Purchaser:	PHCC LLC (d/b/a Preston Hollow Community Capital) 2121 N. Pearl Street, Suite 600 Dallas, Texas 75201 Attention: In-House Legal Counsel
Trustee:	Regions Bank 10245 Centurion Parkway, 2nd Floor Jacksonville, Florida 32256 Attention: Craig Kaye

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be

extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

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

Witnesses:

_____ By: _____
Virginia Cepero, Chairperson
Board of Supervisors

_____
Print Name

_____ Attest: _____
Jason Pierman, Secretary

_____
Print Name

____ day of May, 2026

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of May, 2026, by Virginia Cepero, as Chairperson of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT,** who is personally known and/or produced _____ as identification.

[SEAL]

_____
Notary Public
Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ____ day of May, 2026, by Jason Pierman, as Secretary of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**. He is personally known to me or has produced _____ as identification.

[SEAL]

_____
Notary Public
Commission Expires: _____

AVENIR DEVELOPMENT, LLC, a Florida limited

liability company

Witnesses:

_____

Print name: _____ By:_____

Rosa Eckstein Schechter, Vice President

_____ day of May, 2026

_____

Print name: _____

STATE OF FLORIDA :
: ss:
COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of May, 2026, by Rosa Eckstein Schechter, as Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of such company. The above-named individual is ☒ personally known to me or ☐ has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of _May, 2026.

_____
Notary Public
(Notary Seal) Print Name: _____
State of Florida
My Commission No: _____
My Commission expires: _____

Exhibit A

Assessment Area Two - Parcel A-10 Project Area

All of AVENIR– POD 10, according to the Plat thereof, as recorded in Plat Book 138, Page 88 of the Public Records of Palm Beach County, Florida.

Said lands situate in the City of Palm Beach Gardens, Palm Beach County, Florida.

Exhibit B

Property

The twelve (12) tracts of land consisting of a total of **47.656**+/- acres, more or less, which individual tract(s) are more particularly described the pages that immediately follow.

Said lands situate in the City of Palm Beach Gardens, Palm Beach County, Florida.

Parcel I.D.	DESCRIPTION	Area (ac)
1A	POD 10 LAKE #1	16.468
1B	POD 10 LAKE #2	6.416
	TOTAL =	**22.884**
2	AGRICULTURAL PARCEL LAKE	**5.778**
3A	PASEO BY AVENIR DEVELOPMENT	0.493
3B	TOWN CENTER BUFFERS 1 BY AVENIR DEVELOPMENT	0.801
3C	TOWN CENTER BUFFERS 2 BY AVENIR DEVELOPMENT	0.077
3D	TOWN CENTER BUFFERS 3 BY AVENIR DEVELOPMENT	0.149
	TOTAL =	**1.520**
4	PASEO BY AVENIR TOWN CENTER	**0.373**
5A	POD 17 LAKE #1	6.509
5B	POD 17 LAKE #2	2.646
	TOTAL =	**9.155**
6A	POD 19 LAKE #1	6.178
6B	POD 19 LAKE #2	1.768
	TOTAL =	**7.946**

AVENIR POD 10 – LAKE #1

LEGAL DESCRIPTION:

TRACT LM1 AND TRACT W1, AVENIR - POD 10, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138, PAGES 88 THROUGH 98 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AVENIR POD 10 – LAKE #2

LEGAL DESCRIPTION:

TRACT LM2 AND TRACT W2, AVENIR - POD 10, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138, PAGES 88 THROUGH 98 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AVENIR PARCEL H AND J LAKE

DESCRIPTION:

BEING A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT O-1, AVENIR – POD 18, AS RECORDED IN PLAT BOOK 136, PAGE 184, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE RUN SOUTH 86°55'35" WEST, ALONG THE SOUTH LINE OF SAID TRACT O-1, A DISTANCE OF 780.52 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 03°04'25" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°55'35" EAST, A DISTANCE OF 678.20 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 53.00 FEET, A CENTRAL ANGLE OF 109°03'39"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 100.88 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 1095.00 FEET, A CENTRAL ANGLE 11°50'06"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 226.18 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE 69°04'39"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.93 FEET TO A POINT OF TANGENCY; THENCE SOUTH 73°13'46" WEST, A DISTANCE OF 323.40 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE 72°23'24"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.28 FEET TO A POINT OF TANGENCY; THENCE NORTH 34°22'49" WEST, A DISTANCE OF 63.17 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2.00 FEET, A CENTRAL ANGLE 49°35'35"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 83°58'24" WEST, A DISTANCE OF 50.84 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 07°33'04"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 10.28 FEET TO A POINT OF TANGENCY; THENCE NORTH 76°25'20" WEST, A DISTANCE OF 45.09 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 13°54'35"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.34 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°40'05" WEST, A DISTANCE OF 35.27 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 53.00 FEET, A CENTRAL ANGLE 90°00'00"; THENCE

NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 83.25 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°19'55" WEST, A DISTANCE OF 15.33 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 21°02'06"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.90 FEET TO A POINT OF TANGENCY; THENCE NORTH 36°44'06" WEST, A DISTANCE OF 100.16 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE OF 123°39'41"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 125.18 FEET TO THE POINT OF BEGINNING.

CONTAINING: 251,676.14 SQ FT. / 5.778 AC.

PASEO TRACT – NORTH SECTION

DESCRIPTION:

BEING A PORTION OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL A-3; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3 THE FOLLOWING TWO COURSES AND DISTANCES; THENCE NORTH 86°54'02" EAST, A DISTANCE OF 52.25 FEET; THENCE NORTH 86°53'53" EAST, A DISTANCE OF 542.11 FEET TO A POINT ON SAID SOUTH LINE; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 03°06'07" WEST, A DISTANCE OF 928.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 316.36 FEET; THENCE SOUTH 89°59'43" EAST, A DISTANCE OF 14.00 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 104.13 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 104.13 FEET; THENCE SOUTH 89°59'43" EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 316.36 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 58.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 21,472.63 SQ FT. / 0.493 AC.

AVENIR TOWN CENTER BUFFER #1

DESCRIPTION:

BEING A PORTION OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL A-3; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3 THE FOLLOWING TWO COURSES AND DISTANCES; THENCE NORTH 86°54'02" EAST, A DISTANCE OF 52.25 FEET; THENCE NORTH 86°53'53" EAST, A DISTANCE OF 542.11 FEET TO A POINT ON SAID SOUTH LINE; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 03°06'07" WEST, A DISTANCE OF 928.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 533.62 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 18.35 FEET; THENCE NORTH 80°00'00" EAST, A DISTANCE OF 128.22 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS 153.00 FEET, A CENTRAL ANGLE OF 80°00'08"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 213.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 156.46 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 90°00'08; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.10 FEET TO A POINT OF TANGENCY; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 222.45 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 12.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 222.45 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 41°48'45"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 43.79 FEET TO A POINT ON SAID CURVE; THENCE DEPARTING SAID CURVE, RUN SOUTH 00°00'08" EAST, A DISTANCE OF 371.21 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 248.44 FEET; THENCE SOUTH 00°00'00" EAST 22.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 34,902.41 SQ FT. / 0.801 AC.

AVENIR TOWN CENTER BUFFER #2

DESCRIPTION:

BEING A PORTION OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL A-3; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3 THE FOLLOWING TWO COURSES AND DISTANCES; THENCE NORTH 86°54'02" EAST, A DISTANCE OF 52.25 FEET; THENCE NORTH 86°53'53" EAST, A DISTANCE OF 885.70 FEET TO A POINT ON SAID SOUTH LINE; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 03°06'07" WEST, A DISTANCE OF 1318.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 277.96 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 277.96 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3,335.47 SQ FT. / 0.077 AC.

AVENIR TOWN CENTER BUFFER #3

DESCRIPTION:

BEING A PORTION OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL A-3; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3 THE FOLLOWING TWO COURSES AND DISTANCES; THENCE NORTH 86°54'02" EAST, A DISTANCE OF 52.25 FEET; THENCE NORTH 86°53'53" EAST, A DISTANCE OF 965.58 FEET TO A POINT ON SAID SOUTH LINE; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 03°06'07" WEST, A DISTANCE OF 1314.30 FEET TO THE POINT OF BEGINNING; NORTH 00°00'00" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 540.72 FEET; THENCE SOUTH 15°23'37" EAST, A DISTANCE OF 12.45 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 544.02 FEET TO THE POINT OF BEGINNING.

CONTAINING: 6,508.47 SQ FT. / 0.149 AC.

PASEO TRACT – SOUTH SECTION

DESCRIPTION:

BEING A PORTION OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL A-3; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3 THE FOLLOWING TWO COURSES AND DISTANCES; THENCE NORTH 86°54'02" EAST, A DISTANCE OF 52.25 FEET; THENCE NORTH 86°53'53" EAST, A DISTANCE OF 546.17 FEET TO A POINT ON SAID SOUTH LINE; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 03°06'07" WEST, A DISTANCE OF 617.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 113.65 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 13.55 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 23.92 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 7.33 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 172.69 FEET; THENCE 90°00'00" EAST, A DISTANCE OF 58.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 195.65 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 6.87 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 114.61 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 44.00 TO THE POINT OF BEGINNING.

CONTAINING: 16,235.64 SQ FT. / 0.373 AC.

AVENIR POD 17 – LAKE #1

DESCRIPTION:

BEING A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT RBE3, AVENIR-SPINE ROAD 6, AS RECORDED IN PLAT BOOK 135, PAGE 189, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE RUN NORTH 90°00'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT RBE3, A DISTANCE OF 532.55 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°00'00" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 549.55 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 59°03'01"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 87.60 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 28°06'02"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 129.97 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 59°03'01"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 87.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 255.23 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 119°14'09"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 104.05 FEET TO A POINT OF TANGENCY; THENCE NORTH 60°45'51" WEST, A DISTANCE OF 58.23 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 33°03'43"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 288.52 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 61°34'49"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 252.57 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 16°52'31"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 235.62 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 139°07'15"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 145.69 FEET TO THE POINT OF BEGINNING.

CONTAINING: 286,528.08 SQ FT. / 6.509 AC

AVENIR POD 17 – LAKE #2

DESCRIPTION:

BEING A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT RBE3, AVENIR-SPINE ROAD 6, AS RECORDED IN PLAT BOOK 135, PAGE 189, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE RUN NORTH 90°00'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT RBE3, A DISTANCE OF 2,010.56 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°00'00" EAST, A DISTANCE OF 331.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 19.43 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 478.00 FEET, A CENTRAL ANGLE OF 05°25'53"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.31 FEET TO A POINT OF TANGENCY; THENCE SOUTH 84°34'07" EAST, A DISTANCE OF 100.38 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 09°42'23"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 169.41 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 94°16'30"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 98.72 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 70.81 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°01'29"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°58'31" WEST, A DISTANCE OF 78.50 FEET TO THE POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 23°14'27"; THENCE NORTHWESTELRY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 66°44'04" WEST, A DISTANCE OF 61.94 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RAIDUS OF 10.00 FEET, A CENTRAL ANGLE OF 90°00'00"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 23°15'56" WEST, A DISTANCE OF 62.89 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 81°44'25"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.33 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 266.00 FEET, A CENTRAL ANGLE OF 32°22'09"; THENCE

WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 150.28 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS 50.00 FEET, A CENTRAL ANGLE OF 78°35'24"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 28°46'23" WEST, A DISTANCE OF 131.60 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 120°03'08"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 104.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°43'16" EAST, A DISTANCE OF 58.62 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 65°04'23"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.36 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 63°47'39"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.80 FEET TO THE POINT OF BEGINNING.

CONTAINING: 115,287.74 SQ FT. / 2.647 AC

AVENIR POD 19 – LAKE #1

DESCRIPTION:

BEING A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 01°28'40" WEST, ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 622.63 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 88°31'20" EAST, A DISTANCE OF 532.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°42'36" EAST, A DISTANCE OF 137.55 TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 67°30'42"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.70 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE OF 20°04'37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 65.18 FEET TO A POINT OF TANGENCY; THENCE SOUTH 81°51'19" EAST, A DISTANCE OF 138.67 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 102°02'46"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 106.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 20°11'27" WEST, A DISTANCE OF 37.51 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 08°35'24"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 44.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28°46'52" WEST, A DISTANCE OF 60.95 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE 08°35'24"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 44.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 20°11'27" WEST, A DISTANCE OF 55.43 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS 175.00 FEET, A CENTRAL ANGLE 21°18'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 65.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°07'31" EAST, A DISTANCE OF 124.91 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 89°24'47"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°17'16" WEST, A DISTANCE OF 61.88 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 25°02'58"; THENCE SOUTHWESTERLY ALONG THE

ARC OF SAID CURVE, A DISTANCE OF 87.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 63°14'17" WEST, A DISTANCE OF 49.45 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 10°11'08"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.55 FEET TO A POINT OF TANGENCY; THENCE SOUTH 53°03'10" WEST, A DISTANCE OF 78.64 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 127°35'55"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 144.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°39'05" EAST, A DISTANCE OF 86.64 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 00°55'05"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.05 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°34'10" EAST, A DISTANCE OF 107.80 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 10°46'05"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.97 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 568.50 FEET, A CENTRAL ANGLE OF 21°06'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 209.45 FEET TO A POINT OF TANGENCY; THENCE NORTH 33°26'47" EAST, A DISTANCE OF 28.54 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE 17°15'48"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.13 FEET TO THE POINT OF BEGINNING.

CONTAINING: 269,135.23 SQ FT. / 6.178 AC.

AVENIR POD 19 – LAKE #2

DESCRIPTION:

BEING A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 01°28'40" WEST, ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 1,883.49 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 88°31'20" EAST, A DISTANCE OF 152.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°32'59" EAST, A DISTANCE OF 95.05 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 111°30'11"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 116.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 67°56'50" EAST, A DISTANCE OF 31.42 TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 21°24'06"; THENCE EASTLERY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.68 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°20'55" EAST, A DISTANCE OF 197.76 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 73°21'04"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 15°59'51" EAST, A DISTANCE OF 79.33 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS 60.00 FEET, A CENTRAL ANGLE OF 106°38'56"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 111.68 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°20'55" WEST, A DISTANCE OF 289.71 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 89°53'54"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 94.14 FEET TO THE POINT OF BEGINNING.

CONTAINING: 77,019.17 SQ FT. / 1.768 AC.

Exhibit C

Schedule of Contract Rights

1. Contract for _____, dated _____, 202__, by and between Avenir Development, LLC (the "Developer") and _____.

2. Proposal _____, dated _____, 202_, from _____ for _____ for Parcel A-10, accepted by Avenir Development, LLC on _____, 202__.

3. Consulting Proposal, dated _____, 202__ for _____ for Avenir Parcel A-10 from Ballbe & Associates, Inc., accepted by Avenir Development, LLC on _____, 202__.

4. Any and all licenses or permits necessary to construct the Parcel A-10 Project, and which pertain to the Contract Rights assigned pursuant to the Assignment and Acquisition Agreement, dated May_____, 2026, by and among the Avenir Community Development District and Avenir Development, LLC (the "Assignment and Acquisition Agreement").

The Contract Rights listed above are hereby incorporated into and by reference made a part of the Assignment and Acquisition Agreement. The references to the Parcel A-10 Project shall be as defined in said Assignment and Acquisition Agreement and in the Engineer's Report, as such term is also defined in the Assignment and Acquisition Agreement.

Plans

The Plans include any and all plans and specifications prepared in connection with the Parcel A-10 Project, which Plans are incorporated into and by reference made a part of the Assignment and Acquisition Agreement.

ASSIGNMENT AND ASSUMPTION AGREEMENT
PARCEL A-10 PROJECT
(Site Infrastructure)

This Assignment and Assumption Agreement ("Assignment") is made and entered into this _____ day of May, 2026 (the "Effective Date"), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

AVENIR DEVELOPMENT, LLC, a Florida limited liability company, the owner and primary developer of certain lands within the boundaries of the District, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134, and its successors, successors-in-title, and assigns (the "Developer").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths ($10.00) Dollars and other good and valuable consideration from the District to the Developer, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. Assignment. The Developer hereby sells and assigns to the District any and all of their right title and interest in and to the Construction Contract (Infrastructure Improvements) for Avenir Pod 10 Site Infrastructure with _____, dated _____, 2026, each to the extent being within the scope of work of the District's Parcel A-10 Project, as set forth in Exhibit A and incorporated herein, together with any and all change orders, amendments, or modifications thereto, and which Parcel A-10 Project is more particularly described in the Assignment and Acquisition Agreement (Parcel A-10 Project) between the District and the Developer of equal date herewith (the "Acquisition Agreement") and in the Engineer's Report defined in said Acquisition Agreement. Such assignment further includes, to the extent capable of being assigned (a) all plans, specifications and other design and construction documents relating thereto; (b) all tests, records, licenses, permits, and authorizations obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity relating to the assigned contract, to the improvements or to the lands upon which said improvements are to be designed, constructed, serviced, operated or maintained; (c) all bonds, guarantees, warranties and other undertakings covering the quality or performance of the work or the quality of the materials required by the assigned contract (such assigned contract and related rights to be referred to collectively herein as the "Contract Rights"). The District hereby assumes all of the rights, benefits, responsibilities and obligations of Developer under the assigned Contract Rights.

2. Assumption. The District hereby accepts the foregoing assignment and, in consideration thereof, as of the Effective Date, to the fullest extent permitted by law, the District assumes and agrees to perform all obligations of the Developer under the Contract Rights that accrue or arise on or after the Effective Date within the scope of this assignment. The District shall reimburse the Developer from available proceeds, as applicable, of the **$**_____ Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project), the **$**_____ Special Assessment Bonds, Series 2026B (Parcel A-10 Project), and the **$**_____Avenir Community Development District Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project), for those amounts paid by Developer on behalf of the District's infrastructure program for the Parcel A-10 Project pursuant to the Contract Rights hereby assigned to the District. The District does not assume any obligation to pay sales tax. Upon the Effective Date of this Assignment, the Developer is released from the obligations under said Contract Rights that arise after the Effective Date.

3. Scope. The District accepts the portion of the Contract Rights constituting the District's public infrastructure project, the Parcel A-10 Project, as set forth in the Engineer's Report, as defined in the Acquisition Agreement, as such Engineer's Report is amended and supplemented, and as determined to be CDD-eligible costs under the Parcel A-10 Project by the District Engineer, as more specifically described and set forth in Exhibit A.

4. Interpretation. Except as set forth below, nothing in this Assignment shall be construed as altering the terms of the Acquisition Agreement, as may be amended. To the extent that payment or conveyances have become due under said Acquisition Agreement, and subject to the certifications, warranties, and other terms and conditions set forth therein, both the Developer and the District agree to fully perform under said Acquisition Agreement. Nothing in this Assignment shall be interpreted or construed as a waiver of any Developer obligation to complete the Parcel A-10 Project (collectively, the "Improvements"), as defined in the Acquisition Agreement, and as provided in the Completion Agreement between the Developer and the District of equal date herewith.

5. Third Party Consents. To the extent any third-party consent(s) is/are required for the Assignment, such consent(s) attached hereto as Exhibit B has/have been obtained. With respect to any required consent of a surety company, if any, the consent to this Assignment will be obtained in the form of Exhibit C.

6. Authority. Each person executing this Assignment on behalf of its respective party represents and warrants that he/she has the authority to execute and deliver this Assignment on behalf of his/her respective company, corporation, or entity.

7. Miscellaneous. This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida. This Assignment shall be binding upon each of the parties hereto and their permitted successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single instrument.

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

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

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

____ day of May, 2026

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

By:_____
Rosa E. Schechter, Vice President

____ day of May, 2026

Exhibit A - Contract Rights

That certain contract by and between Avenir Development, LLC and _____, within the scope of the District's Parcel A-10 Project, as more fully described in the Eighth Supplemental Engineer's Report (Parcels A-10, A-11, and A-21 Projects), dated October 22, 2024, the Master Engineer's Report (2025 Validation), dated November 18, 2024 2024, , as amended and supplemented by the Supplemental Engineer's Report (Parcel A-10 Project), dated _____, 2026, each prepared by Ballbe & Associates, Inc., as may be further amended and supplemented by the District (the "Engineer's Report"), as follows:

> Construction Contract (Infrastructure Improvements) for Avenir Pod 10 Site Infrastructure by and between Developer and _____, dated _____, 2026.

This contract shall be assigned by Avenir Development, LLC to the Avenir Community Development District with respect to CDD-cost or CDD-related items that are part of the Parcel A-10 Project only, as set forth in the Engineer's Report.

Exhibit B - Third Party Consent

Contract:

Construction Contract (Infrastructure Improvements) for Avenir Pod 10 Site Infrastructure by and between Developer and _____, dated _____, 20210.

The person executing this consent on behalf of its company, corporation, or other entity, represents and warrants that he/she has the authority to execute and deliver this consent on behalf of his/her respective company, corporation or other entity.

_____, a
_____

By:_____

Print name:_____

Title:_____

Date: May ___, 2026

Exhibit C - Surety Consent

Project: **AVENIR – Parcel A-10**

Contracts:

Construction Contract (Infrastructure Improvements) for Avenir Pod 21 Site Infrastructure by and between Developer and _____, dated _____, 2026.

Obligor: _____

The undersigned hereby consents to the above-described Contracts and hereby agrees to the assignment of such Contract Rights as set forth in the preceding Exhibit A by Avenir Development, LLC to the Avenir Community Development District. The undersigned further agrees that its Performance Bond and Payment Bonds, together with any riders attached thereto, issued in connection with the above-described Contracts shall remain in full force and effect. The undersigned recognizes Avenir Community Development District as the "Owner" and co-obligee under the bonds in substitution of Developer.

_____

By:_____
Name:_____
Title:_____
May 2026

Attach Power-of-Attorney or other evidence of due authorization

Prepared by and return to:

Michael J. Pawelczyk, Esq.
Billing Cochran, P.A.
515 East Las Olas Blvd., Suite 600
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO AVENIR (PARCEL A-10 PROJECT)

This **COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO ASSESSMENT AREA TWO - PARCEL A-10** (herein, the "Assignment") is made this ____ day of May, 2026, by **AVENIR DEVELOPMENT, LLC**, a Florida limited liability community, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 (together with its respective successors, successors in title, and assigns, the "Landowner" or "Assignor"), in favor of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, located in Palm Beach Gardens, Palm Beach County, Florida, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (together with its successors, successors in title, and assigns, the "District" or "Assignee").

RECITALS

WHEREAS, the District proposes to issue its **$_____** Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project), its **$_____** Special Assessment Bonds, Series 2026B (Parcel A-10 Project), and its **$_____** Avenir Community Development District Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project) (collectively, the "Series 2026 Bonds (A-10)"), to finance certain public infrastructure which will provide special benefit to the residential and commercial lots and parcels (collectively, the "Lots" and individually, a "Lot") contained within certain lands owned by Assignor and described in **Exhibit "A"** attached hereto ("Assessment Area One - Parcel A-10 Project Area" or the "Subject Property"); and

WHEREAS, the Lots and the Subject Property are intended to be developed as a residential project commonly referred to as "Parcel A-10" (the "Project"), located within the geographical boundaries of Parcel A-10 within the District; and

WHEREAS, the security for the repayment of the A-10 Bonds are the special assessments levied pursuant to Resolution Nos. 2024-15, 2024-16, and 2025-01, duly adopted by the Board of Supervisors of the District (the "Board") on November 21, 2024, November 21, 2024, and January 23, 2025, respectively (the "Series 2026A Special Assessments (A-10)") and the special assessments levied pursuant to Resolutions 2024-17, Resolution 2024-18, and Resolution 2025-02 duly adopted by the Board on November 21, 2024, November 21, 2024, and January 23, 2025, respectively (the "Series 2026B Special Assessments (A-10)," together with the Series 2026A Special Assessments (A-10), the "Series 2026 Special Assessments (A-

10)") by the District against the residential assessable Lots within Parcel A-10 within the District; and

WHEREAS, in the event of default in the payment of the Series 2026 Special Assessments (A-10) securing any series of the Series Bonds (A-10), the District has certain remedies with respect to the lien of the Series 2026 Special Assessments (A-10) as more particularly set forth herein; and

WHEREAS, if the Series 2026 Special Assessments (A-10) are direct billed, the sole remedy available to the District would be an action in foreclosure, and if the Series 2026A Special Assessments (A-10) are collected pursuant to Florida's uniform method of collection the sole remedy for non-payment of the Series 2026A Special Assessments (A-10) is the sale of tax-certificates (collectively, the "Remedial Rights"); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights, as hereinafter defined, to complete the Project to the extent that such Development Rights have not been previously assigned, transferred or otherwise conveyed (i) as fully-developed or partially developed Lots or parcels conveyed to homebuilders or end-users (all such homebuilders or end-users who acquire Lots or parcels from Landowner are hereinafter referred to as "Landowner Transferees"), or (ii) with respect to any property which has been conveyed, or is in the future to be conveyed to the City of Palm Beach Gardens, Florida (the "City"), Palm Beach County, Florida (the "County"), the State of Florida, the District, any utility provider, any governmental or quasi-governmental entity, any applicable homeowners' or property owners' association or other governing entity or association, as may be required by applicable permits, plats, entitlements, or regulations affecting the District, if any, for the benefit of the capital infrastructure improvements constituting the Project to be financed in part with the Series 2026 Bonds (A-10) (any such transfer described in the foregoing items (i) or (ii) shall be referred to herein as a "Prior Transfer"); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Project and shall only be inchoate and shall become an absolute assignment and assumption of the Development Rights, as described below, upon failure of the Assignor to pay the Series 2026 Special Assessments (A-10) levied against the Subject Property owned by the Assignor; provided, however, that such assignment shall only be absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment or to the extent that a Prior Transfer has not already occurred with respect to the Development Rights; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Parcel A-10 Project; and

WHEREAS, the Series 2026 Bonds (A-10) are expected to be issued pursuant to a Master Trust Indenture dated as of May 1, 2018, a Seventeenth Supplemental Trust Indenture, dated as of May 1, 2026 with respect to the Series 2026A Bonds (A-10), and a Eighteenth Supplemental Trust Indenture, dated as of May 1, 2026 with respect to the Series 2026B Bonds (A-10) and the Taxable Series 2026B Bonds (A-10),each with Regions Bank, an Alabama banking corporation, as trustee (the "Trustee"), as the same may be supplemented from time to

time (collectively, the "Indenture"), executed or to be executed by and between the District and the Trustee, a financial institution authorized to serve as bond trustee; and

WHEREAS, pursuant to the Indenture, PHCC LLC (d/b/a Preston Hollow Community Capital) will be the initial bondholder representative with respect to the Series 2026A Bonds (A-10) (the "2026A Bondholder Representative) and the initial bondholder representative with respect to the Series 2026B Bonds-A-10) (the "2026B Bondholder Representative"); and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Subject Property that is not a Prior Transfer, the successors-in-interest to the real property so conveyed by the Landowner shall be subject to this Assignment, which shall be recorded in the Official Records of Palm Beach County, Florida.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Collateral Assignment.**

(A) Assignor hereby collaterally assigns to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor, all of its development rights relating to the Parcel A-10 Project (herein the "Development Rights") as security for Assignor's payment and performance and discharge of its obligation to pay the Series 2026 Special Assessments (A-10) levied against the Subject Property. The Development Rights shall include the following as they pertain to the Parcel A-10 Project, but shall specifically exclude any such portion of the Development Rights which relate solely to or are specifically allocated to the Lots or any property which has been conveyed or by contract agreed to be conveyed to any Landowner Transferee or to the City, the County, the District, any utility provider, any other homebuilder, any governmental or quasi-governmental entity, any applicable homeowner's association or other governing entity or association as may be required by applicable contract with such Landowner Transferee, or by applicable permits, approvals, plats, entitlements or regulations affecting the Project, if any, or to end user residents (the "Excluded Parcels"):

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, development agreements and homeowners' or property owners' association covenants and documents.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, waste water collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for buildings and other improvements to the assessable property within the District and the Subject Property (other than residential dwelling unit or commercial building plans).

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Project and construction of improvements thereon and off-site improvements to the extent such improvements are necessary or required to complete the development of the Subject Property.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Project or the construction of improvements on the Subject Property.

(g) Contracts and agreements with private utility providers to provide utility services to the Subject Property.

(h) All prepaid impact fees, impact fee credits, mobility fee credits, and mitigation credits.

(i) Landowner's rights as declarant under any recorded Covenants, Conditions and Restrictions of any property owner or homeowners association with respect to the Subject Property.

(j) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(B) This Assignment is not intended to and shall not impair or interfere with the development of the Subject Property, and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Landowner to pay the Series 2026 Special Assessments (A-10) levied against the portion of Subject Property owned by Landowner, failure of Landowner to satisfy a true-up obligation, a default or failure to perform under any of the Financing Documents (as defined in the Declaration of Consent to Jurisdiction of the Avenir Community Development District, Imposition of Special Assessments, and Imposition of Lien of Record (Parcel A-10 Project) of equal date herewith or Event of Default hereunder, which default or failure remains uncured after passage of any applicable cure period. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(C) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the Series 2026 Bonds (A-10) in full; (ii) Development Completion which shall mean the issuance of certificates of occupancy for all residential units and non-residential space; (iii) transfer of any Development Rights to the City, the County, the State of Florida, the District, any utility provider, any governmental or quasi-governmental entity; any homeowners' or property owners' association, but only to the extent of

such transfer; or (iv) transfer of fully-developed parcels which have been conveyed to the Landowner Transferees but only as to such Lots or parcels transferred, from time to time.

3. **Warranties by Assignor.** Assignor represents and warrants to Assignee that:

(a) Other than in connection with the sale or conveyance of Lots (completed or otherwise) or property (including, without limitation, as provided in Assignor's agreements with Landowner Transferees) or in connection with securing an acquisition loan from an institutional lender to finance the development of the Project on the Subject Property, Assignor has made no assignment of the Development Rights to any person other than Assignee, except for assignments that are subordinate to this Assignment.

(b) Assignor is not prohibited under any agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

(c) No action has been brought or, to Assignor's knowledge, threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

(d) Any transfer, conveyance or sale of Lots shall subject any and all affiliated entities or successors-in-interest or successors in title of the Assignor to the Assignment, except to the extent of a Prior Transfer or a conveyance described in Section 2 relating to Excluded Parcels.

4. **Covenants.** Assignor covenants with Assignee that during the Term (as defined herein):

(a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development Rights and (ii) give notice to Assignee of any claim of default relating to the Development Rights given to or by Assignor, together with a complete copy of any such claim.

(b) The Development Rights include all of Assignor's right to modify the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights.

(c) Assignor agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding A-10 Bonds.

(d) Assignor shall pay the Series 2026 Special Assessments (A-10) levied against the portions of the Subject Property owned by Assignor when due.

5. **Events of Default**. Any breach of the Assignor's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof will, after the giving of written notice and an opportunity to cure (which cure period shall not be less than thirty (30) days unless Assignee, in its sole discretion, agrees to a longer cure period) shall constitute an Event of Default under this Assignment.

6. **Remedies Upon Default.** Upon an Event of Default, or the transfer of title to Lots owned by Assignor pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of Assignee (or its designee) or a deed in lieu of foreclosure to Assignee (or its designee) (herein a "Non-Permitted Transfer"), Assignee may, as Assignee's sole and exclusive remedies under this Assignment, take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development Rights and exercise any and all rights of Assignor therein as fully as Assignor could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

(c) Further assign any and all of the Development Rights to a third-party acquiring title to the Property so acquired or any portion thereof on the District's or the bondholders' behalf.

7. **Authorization.** In the Event of Default or Non-Permitted Transfer, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor, but not a release of Assignor from any remaining obligations under this Agreement.

8. **Term and Termination**. In the event this Assignment does not become an effective and absolute assignment and assumption of the Development Rights, this Assignment shall automatically terminate upon the earliest to occur of the following (the "Term"): (i) payment of the Series 2026 Bonds (A-10), plus accrued interest in full; (ii) completion of the construction and sale of all Lots within the Subject Property to end-users; or (iii) upon occurrence of a Prior Transfer, but only to the extent that such Development Rights are subject to the Prior Transfer. Assignee shall, from time to time, within ten (10) days following written request by Assignor, execute, acknowledge and deliver to Assignor a partial release in recordable form (a "Partial Release") releasing this Assignment from a portion of the Subject Property in conjunction with the scheduled closing of a Prior Transfer. Additionally, after the end of the term, within ten (10) days of a written request of Assignor, Assignee shall execute, acknowledge and deliver to Assignor a termination in recordable form (a "Termination") terminating this Assignment of record. Nothing herein shall prohibit the Assignee from executing a Termination any time after the end of the Term.

9. **Third Party Beneficiaries and Direction of Remedies Upon Default.** This Assignment shall inure to the benefit of Regions Bank, a national banking association, as trustee for each Series of the Series 2026 Bonds (A-10) (the "Trustee"), and the holders of the Series 2026 Bonds (A-10) and such parties are hereby deemed direct third-party beneficiaries of this Assignment. In the event of an Event of Default, the Trustee, acting at the direction of the 2026A Bondholder Representative and the 2026B Bondholder Representative, as the case may be, or if the 2026A Bondholder Representative or the 2026B Bondholder Representative owns or represents less than 50% of the aggregate principal amount of the applicable Series of Series

2026 Bonds (A-10), then in accordance with the applicable Indenture, shall have the right to select the remedies in this Assignment and enforce this Assignment directly. The District hereby agrees that it shall not take any action under this Assignment without the prior written consent of the Trustee, fail to take any action under this Assignment after direction from the Trustee, or take any action under this Assignment inconsistent with any direction of the Trustee. The Trustee shall not be deemed to have assumed any obligations hereunder.

10. **Amendment.** Except with respect to a Partial Release or a Termination (each of which may be executed solely by Assignee), this Assignment may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Notwithstanding anything herein to the contrary, this assignment may not be materially amended in a manner that has the effect of reducing the total annual debt service revenue collected or to be collected for the applicable series of Series 2026 Bonds (A-10) without the written consent of the Trustee acting at the direction of the 2026A Bondholder Representative and the 2026B Bondholder Representative, as applicable in accordance with the Indenture, or if the 2026A Bondholder Representative or the 2026B Bondholder Representative owns less than 50% of the aggregate principal amount of the applicable Series of Series 2026 Bonds (A-21) outstanding, then in accordance with the applicable Indenture.

11. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

ASSIGNOR:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Witnesses:

_____

Print name: _____
Address: _____
_____

By:_____
Rosa Eckstein Schechter, Vice President

_____

Print name: _____
Address: _____
_____

STATE OF FLORIDA :
: ss:
COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of May, 2026, by Rosa Eckstein Schechter, as Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of such company. The above-named individual is ☒ personally known to me or ☐ has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of _____, 2026.

_____
Notary Public
(Notary Seal)
Print Name: _____
State of Florida
My Commission No: _____
My Commission expires: _____

ASSIGNEE:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

WITNESSES:

_____

Print: _____
Address: _____
_____

_____

Print: _____
Address: _____
_____

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

Attest: _____
Jason Pierman, Secretary

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ____ day of May, 2026, by Virginia Cepero, the Chairperson of the Board of Supervisors of the Avenir Community Development District, on behalf of the District. She is personally known to me or has produced _____ as identification.

(SEAL)

_____
Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ____ day of May, 2026, by Jason Pierman, the Secretary of the Avenir Community Development District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(SEAL)

_____
Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

EXHIBIT "A"

DESCRIPTION OF ASSESSMENT AREA TWO - PARCEL A-10 PROJECT AREA

All of AVENIR– POD 10, according to the Plat thereof, as recorded in Plat Book 138, Page 88 of the Public Records of Palm Beach County, Florida.

Said lands situate in the City of Palm Beach Gardens, Palm Beach County, Florida.

COMPLETION AGREEMENT
(Parcel A-10 Project)

This Completion Agreement ("Agreement") is made and entered into as of this _____ day of May, 2026 (the "Effective Date"), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

AVENIR DEVELOPMENT, LLC, a Florida limited liability community, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134, and its successors and assigns (all referred to herein as the "Developer").

RECITALS

WHEREAS, the Developer is the primary developer of certain lands located within the boundaries of the District, as more particularly described in Exhibit A, attached hereto and made a part hereof ("Assessment Area Two - Parcel A-10 Project Area" or "Parcel A-10"); and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a direct and special benefit to the lands within Parcel A-10 within Assessment Area Two within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the lands within Parcel A-10 within Assessment Area Two within the District, including, without limitation, stormwater management and control facilities, including but not limited to earthwork, roadway improvements, water and wastewater systems; the differential cost of undergrounding certain utilities; hardscaping, landscaping and irrigation, other related public improvements, and all related soft and incidental costs (the "Parcel A-10 Project"), which public infrastructure systems, facilities and improvements constituting the Parcel A-10 Project are more specifically described in the Eighth Supplemental Engineer's Report (Parcels A-10, A-11 and A-21 Projects), dated October 22, 2024 and the Master Engineer's Report (2025 Validation), dated November 18, 2024, as each are amended and supplemented by the Supplemental Engineer's Report (Parcel A-10 Project), dated _____, 2026, each prepared for the Avenir Community Development District by Ballbe & Associates, Inc. (the "Engineer"), as each may be amended or supplemented from time to time (collectively, the "Engineer's Report") and in the plans and specifications on file at the office of the District, which Engineer's Report and Parcel A-10 Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District is comprised of approximately 2,427.50 +/- acres, as more particularly depicted in the Engineer's Report, and included within such lands and within Assessment Area Two of such lands is Parcel A-10; and

WHEREAS, the District has imposed special assessments on Parcel A-10 (collectively, the "2026 Special Assessments") to secure the portion of the financing for the acquisition and construction of the Parcel A-10 Project, and plans to issue its **$_____** Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project) (the "Series 2026A Bonds (A-10)"), its **$_____** Special Assessment Bonds, Series 2026B (Parcel A-10 Project) (the "Tax-Exempt Series 2026B Bonds (A-10)"), and its **$_____** Avenir Community Development District Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project) (the "Taxable Series 2026B Bonds (A-10)," together with the Series 2025A Bonds and the Taxable Series 2026B Bonds (A-10), the "Series 2026 Bonds (A-10)"); and

WHEREAS, pursuant to the Indenture, as later defined herein, PHCC LLC (d/b/a Preston Hollow Community Capital) will be the initial bondholder representative with respect to the Series 2026A Bonds (A-10) (the "2026A Bondholder Representative) and the initial bondholder representative with respect to the Series 2026B Bonds-A-10) (the "2026B Bondholder Representative"); and

WHEREAS, the assessable lands within Parcel A-10 will be subject to the Series 2026 Special Assessments (A-10) relating to the Series 2026 Bonds (A-10) to be issued to finance a portion of the costs of the Parcel A-10 Project that specially benefits such lands, which Series 2026 Special Assessments (A-10) consists of the Series 2026A Special Assessments (A-10) securing the Series 2026A Bonds (A-10) and the Series 2026B Special Assessments (A-10) securing the Series 2026B Bonds (A-10), as defined in the Indenture; and

WHEREAS, the District intends to finance a portion of the cost of the Parcel A-10 Project through the use of proceeds from the issuance of the Series 2026 Bonds (A-10); and

WHEREAS, the Series 2026 Bonds (A-10) will be issued pursuant to a Master Trust Indenture dated as of May 1, 2018, a Seventeenth Supplemental Trust Indenture, dated as of May 1, 2026 with respect to the Series 2026A Bonds (A-10), and a Eighteenth Supplemental Trust Indenture, dated as of May 1, 2026 with respect to the Tax-Exempt Series 2026B Bonds (A-10) and the Taxable Series 2026B Bonds (A-10),each with Regions Bank, an Alabama banking corporation, as trustee (the "Trustee"), as the same may be supplemented from time to time (collectively, the "Indenture"), executed or to be executed by and between the District and the Trustee, a financial institution authorized to serve as bond trustee; and

WHEREAS, the Developer and the District hereby agree that the intent is that the available net proceeds from the Series 2026 Bonds (A-10) will not fully fund the cost of the Parcel A-10 Project; however, the Developer will cause the Parcel A-10 Project to be completed and conveyed to the District or otherwise provide funds to the District to cause the Parcel A-10 Project to be completed should and to the extent such proceeds from the Series 2026 Bonds (A-10) are insufficient to fund the entirety of the Parcel A-10 Project, as more fully set forth herein and in accordance with the Acquisition Agreement, as later defined; and

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. COMPLETION OF PARCEL A-10 PROJECT.

(a) The Developer and District agree and acknowledge that the available net proceeds of the District's Series 2026 Bonds (A-10) are expected to provide the funds necessary to partially complete the Parcel A-10 Project for Parcel A-10. The Developer hereby agrees, subject to the provisions of this Agreement, including subsection (c) below, to (i) complete or cause to be completed, or (ii) provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Parcel A-10 Project which remain unfunded from the available net proceeds of the Series 2026 Bonds (A-10), including, but not limited to, all administrative, legal, warranty, engineering, permitting and other related soft costs, costs of payment and performance bonds (if required by the City or County or Florida law) and cost overruns, if any, for the Parcel A-10 Project specially benefiting Parcel A-10 (the "Remaining Improvements and Costs") whether pursuant to existing contracts, contracts assigned by the Developer to the District, or future contracts, and all change orders to any such contracts. In connection with the performance of its obligations described in the immediately foregoing sentence, the Developer shall obtain or cause to be obtained payment and performance bonds in accordance with the requirements of Florida law. The Developer acknowledges that the portion of the Parcel A-10 Project financed with the net proceeds of the Series 2026 Bonds (A-10) is expected to be completed and conveyed by the _____ calendar quarter of 202___, and the Developer has no reason to believe the Remaining Improvements and Costs will not be completed by the District, completed and conveyed to the District within that time frame, or that the Developer will not provide funds to the District to permit the Remaining Improvements and Costs to be completed and funded, as the case may be, within that time frame.

(b) Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds for any portion of the Remaining Improvements and Costs from any source other than the available proceeds of the Series 2026 Bonds (A-10).

(c) The District and Developer hereby acknowledge and agree that the District's and the Developer's execution of this Agreement constitutes the manner and means by which the Developer will provide any and all portions of the Remaining Improvements and Costs not funded by net proceeds of the Series 2026 Bonds (A-10), as follows:

(i) The Developer shall diligently proceed to complete or cause to complete the Remaining Improvements and Costs (without regard to the estimated cost thereof set forth in the Engineer's Report) and convey such completed components of the Remaining Improvements and Costs to the District, subject to the terms of the Assignment and Acquisition Agreement (Parcel A-10 Project) of even date herewith, between the District and the Developer and pertaining to the

Parcel A-10 Project, as the same may be amended by the parties from time to time (collectively, the "Acquisition Agreement").

(ii) When any portion of the Remaining Improvements and Costs are not the subject of an existing District contract, then upon notice to the Developer by the District, the Developer, within a commercially reasonable time, may request that it instead provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed those Remaining Improvements and Costs, subject to a formal determination by the District Board of Supervisors of the District in advance that the option selected by the Developer will not adversely impact the District and is in the District's best interests.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Parcel A-10 Project may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Parcel A-10 Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Parcel A-10 Project shall require the prior written consent of the Trustee acting at the direction by written consent of the holders owning a Majority of the aggregate principal amount of the Series 2026 Bonds (A-10), then outstanding. The term "Majority," as used herein, shall mean more than fifty (50%) percent.

(b) The District and Developer agree and acknowledge that for any and all portions of the Remaining Improvements and Costs which are constructed, or caused to be constructed, by the Developer for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. All conveyances to the District shall be in accordance with the Acquisition Agreement.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by the Developer of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (i) the issuance of the Series 2026 Bonds (A-10) in the aggregate par amounts set forth above in the discretion of the District and subject to the conditions prescribed in the Indenture, and the use of the available net proceeds thereof to fund a portion of the Parcel A-10 Project for Parcel A-10, and (ii) the scope, configuration, size and/or composition of the Parcel A-10 Project for Parcel A-10 not materially changing from the Engineer's Report, without the consent of the Developer; provided, however, such consent will not be necessary and the Developer must meet its completion obligations when the scope, configuration, size and/or composition of the Parcel A-10 Project is materially changed in response a requirement imposed by law or by a regulatory agency (to be understood as including any governmental action or requirement) other than the District.

(d) In the event of a conflict in a provision set forth in this Agreement and in the Acquisition Agreement, the applicable provisions of the Acquisition Agreement shall control.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notice of default must be given to the Developer and to Avenir Development, LLC in accordance with Section 7 below, and the Developer shall thereafter have a commercially reasonable time to cure the default. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

5. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Additionally, this Agreement or any provision hereof may not be materially amended or waived in a manner that has the effect of reducing the total annual debt service revenue collected or to be collected for an applicable Series of Series 2026 Bonds (A-10) without the prior written consent of the Trustee acting at the direction of the 2026A Bondholder Representative and the 2026B Bondholder Representative, as applicable in accordance with the Indenture, or if the 2026A Bondholder Representative or the 2026B Bondholder Representative owns or represents less than 50% of the aggregate principal amount of the applicable Series of Series 2026 Bonds (A-10) outstanding, then in accordance with the applicable Indenture. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

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

7. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

Developer: Avenir Development, LLC
550 Biltmore Way, Suite 1110
Coral Gables, Florida 33134
Attention: Rosa Schechter, Vice President

With copy to: Avenir Development, LLC
777 S. Flagler Drive, Suite 500
West Palm Beach, Florida 33401
Attention: Brian M. Seymour, Esq.

Any notice provided by the Developer or the District in accordance with this section shall also be distributed to the following:

Initial Purchaser: PHCC LLC (d/b/a Preston Hollow Community Capital)
2121 N. Pearl Street, Suite 600
Dallas, Texas 75201
Attention: In-House Legal Counsel

Trustee: Regions Bank
10245 Centurion Parkway, 2nd Floor
Jacksonville, Florida 32256
Attention: Craig Kaye

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

9. THIRD PARTY BENEFICIARIES. Except as provided this Section 9, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns (other than end users that have purchased homes, townhomes, or lots within Parcel A-10). Notwithstanding anything herein to the contrary, the Trustee for the Series 2026A Bonds (A-10) and the Trustee for the Series 2026B Bonds (A-10), on behalf of the respective Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the 2026A Bondholder Representative and the 2026B Bondholder Representative, as the case may be, shall be entitled to cause the District to enforce the Developer's obligations hereunder. If the 2026A Bondholder Representative or the 2026B Bondholder Representative owns or represents less than 50% of the aggregate principal amount of the applicable Series of Series 2026 Bonds (A-10) outstanding, the applicable Indenture shall determine the process to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

10. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their receivers, trustees, successors, and assigns.

11. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written approval of the other party, which approval shall not unreasonably be withheld. The Developer may not assign its obligations hereunder without the prior written consent of the applicable Trustee acting at the direction of the 2026A Bondholder Representative with respect to the Series 2026A Bonds (A-10) outstanding and the 2026B Bond Representative with respect to the Series 2026B Bonds (A-10); however, such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Developer pursuant to which an unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement, provided that the District is provided with at least thirty (30) days advance written notice prior to the effective date of such assignment, and provided however that no such assignment shall be valid where the assignment has the effect of avoiding any of the Developer's obligations hereunder. Notwithstanding the foregoing, nothing herein shall prevent the Developer from selling homes, townhomes, or lots to end users, in which the Developer remains responsible for the obligations and responsibilities to complete the Parcel A-10 Project and as otherwise provided in this Agreement.

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

13. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and are treated as such in accordance with Florida law.

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

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

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

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

Witnesses:

_____ By: _____
Virginia Cepero, Chairperson
Board of Supervisors

_____
Print Name

_____ Attest: _____
Jason Pierman, Secretary

_____
Print Name

____ day of May, 2026

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of May, 2026, by Virginia Cepero, as Chairperson of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT,** who is personally known and/or produced _____ as identification.

[SEAL]

_____
Notary Public
Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ____ day of May, 2026, by Jason Pierman, as Secretary of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**. He is personally known to me or has produced _____ as identification.

[SEAL]

_____
Notary Public
Commission Expires: _____

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Witnesses:

_____

Print name: _____

By:_____
Rosa Eckstein Schechter, Vice President

_____ day of May, 2026

_____

Print name: _____

STATE OF FLORIDA :
: ss:
COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of May, 2026, by Rosa Eckstein Schechter, as Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of such company. The above-named individual is ☒ personally known to me or ☐ has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of May, 2026.

_____
Notary Public
(Notary Seal)
Print Name: _____
State of Florida
My Commission No: _____
My Commission expires: _____

Exhibit A

Assessment Area Two - Parcel A-10 Project Area

All of AVENIR– POD 10, according to the Plat thereof, as recorded in Plat Book 138, Page 88 of the Public Records of Palm Beach County, Florida.

Said lands situate in the City of Palm Beach Gardens, Palm Beach County, Florida.

PREPARED BY AND RETURN TO:
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

DECLARATION OF CONSENT TO JURISDICTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, IMPOSITION OF SPECIAL ASSESSMENTS, AND IMPOSITION OF LIEN OF RECORD (PARCEL A-10 PROJECT)

AVENIR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134 (together its successors, successors-in-title, and assigns, the "Landowner"), is the owner of those certain lands referred to as "Assessment Area Two - Parcel A-10 Project Area," which are described in Exhibit A, attached hereto and made a part hereof (the "Property") located within the boundaries of the Avenir Community Development District (the "District"). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after January 5, 2017, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes,* as amended (the "Act"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City Council of the City of Palm Beach Gardens, Florida (the "City Commission"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance 17, 2016, effective January 5, 2017, was duly adopted by the City Commission in compliance with all applicable requirements of law; (c) all members of the Board of Supervisors of the District (the "Board") were duly and properly designated pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from January 5, 2017; and (d) the Landowner, on behalf of itself, its successors and assigns, hereby confirms and agrees that (i) the special assessments imposed by Resolution Nos. 2024-15, 2024-16, and 2025-01 were duly adopted by the Board on November 21, 2024, November 21, 2024, and January 23, 2025, respectively (the "Series 2026A Special Assessments (A-10)"), and Resolution Nos. 2024-17, 2024-18, and 2025-02 were duly adopted by the Board on November 21, 2024, November 21, 2024, and January 23, 2025, respectively (the "Series 2026B Special Assessments (A-10)," together with the Series 2026A Special Assessments (A-10), the "Series 2026 Special Assessments (A-10)"), which resolutions are collectively referred to herein as the "Assessment Resolutions", (ii) all proceedings undertaken by the District with respect to the Assessment Resolutions and the Series 2026 Special Assessments (A-10) have been undertaken in accordance with applicable Florida law, (iii) that the District has taken all action necessary to levy and impose the Series 2026 Special Assessments (A-10), (iv) the A-10 Bonds, as later defined herein, will partially fund the public infrastructure project (the "Parcel A-10 Project") specifically described in the Eighth Supplemental Engineer's Report (Parcels A-10, A-11, and A-21 Projects), dated October 22, 2024 and the Master Engineer's Report (2025 Validation), dated November 18, 2024, as each are

amended and supplemented by the Supplemental Engineer's Report (Parcel A-10 Project), dated _____, 2026, as may be further amended or supplemented from time to time by the District (collectively, the "Engineer's Report"), which Engineer's Report was duly presented to and approved by the Board, and (v) that the Series 2026 Special Assessments (A-10) are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

2. The Landowner, on behalf of itself and its successors and assigns hereby waives the right granted in Chapter 170.09, *Florida Statutes,* to prepay the Series 2026A Special Assessments (A-10) without interest within thirty (30) days after the Parcel A-10 Project is completed, in consideration of the rights granted by the District to prepay the Series 2026A Special Assessments (A-10) in full or in part at any time, but with interest, under the circumstances set forth in the resolutions of the District levying the Series 2026A Special Assessments (A-10).

3. The Landowner, on behalf of itself and its successors and assigns, hereby expressly acknowledges, represents and agrees that the Series 2026 Special Assessments (A-10), the Assessment Resolutions, and the terms of the True-Up Agreement (Series 2026A Bonds (Parcel A-10 Project)), the True-Up Agreement (Series 2026B Bonds (Parcel A-10 Project)), the Completion Agreement (Parcel A-10 Project), the Collateral Assignment and Assumption of Development Rights Relating to Assessment Area One - Parcel A-10, and the Assignment and Acquisition Agreement (Parcel A-10 Project), which Landowner will enter into with the District (herein, the "Financing Documents") and which are related to the District's proposed issuance of its $_____ Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project), its $_____ Avenir Community Development District Special Assessment Bonds, Series 2026B (Parcel A-10 Project) and its $_____ Avenir Community Development District Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project) (collectively, the "A-10 Bonds"), or securing payment thereof, are valid and binding obligations enforceable in accordance with their terms.

4. The Landowner, on behalf of itself and its successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes,* to prepay the Series 2026 Special Assessments (A-10) without interest within thirty (30) days after the Parcel A-10 Project (as defined in the Assignment and Acquisition Agreement (Parcel A-10 Project) described in paragraph 2 above), is completed, in consideration of the rights granted by the District to prepay the Series 2026 Special Assessments (A-10) in full or in part at any time, but with interest, under the circumstances set forth in the resolutions of the District levying the Series 2026 Special Assessments (A-10).

5. The Landowner, on behalf of itself and its successors and assigns, hereby expressly acknowledges, represents and agrees that: (i) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever relating to payments of the Series 2026 Special Assessments (A-10) or claims of invalidity, deficiency or unenforceability of the Series 2026 Special Assessments (A-10) and Financing Documents, the Parcel A-10 Project, and the benefit thereof to the Property, or any portions thereof (and the Landowner, on behalf of itself and its successors and assigns, hereby expressly waives any such claims, offsets, defenses or counterclaims); (ii) the Landowner, on behalf of itself and its successors and assigns, expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the

Landowner's default, and agrees that (1) the Series 2026 Special Assessments (A-10) are not a "tax," and (2) immediate use of remedies in Chapter 170, *Florida Statutes,* is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iii) Landowner, on behalf of itself and its successors and assigns, expressly waives and relinquishes any argument, claim or defense that the Landowner may have regarding the District's collection of the Series 2026 Special Assessments (A-10).

6. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes,* including, without limitation, Section 197.573, *Florida Statutes.* Other information regarding the Series 2026 Special Assessments (A-10) is available from Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (or any successor District Manager or Collection Agent).

THE DECLARATIONS, ACKNOWLEDGEMENTS, WAIVERS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, PARTNERSHIPS, LLCs, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

This Declaration of Consent to Jurisdiction is effective on the _____ day of May, 2026.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Witnesses:

_____

Print name: _____
Address: _____
_____

By:_____
Rosa Eckstein Schechter, Vice-President

_____

Print name: _____
Address: _____
_____

STATE OF FLORIDA :
: ss:
COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of May, 2026, by Rosa Eckstein Schechter, as Vice-President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of such company. The above-named individual is ☒ personally known to me or ☐ has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of _____, 2026.

(Notary Seal)

_____
Notary Public
Print Name: _____
State of Florida
My Commission No: _____
My Commission expires: _____

Exhibit A

Assessment Area Two - Parcel A-10 Project Area (the "Property")

All of AVENIR– POD 10, according to the Plat thereof, as recorded in Plat Book 138, Page 88 of the Public Records of Palm Beach County, Florida.

Said lands situate in the City of Palm Beach Gardens, Palm Beach County, Florida.

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Michael J. Pawelczyk, Esq.
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, FL 33301

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

LIEN OF RECORD OF AVENIR COMMUNITY DEVELOPMENT DISTRICT
(ASSESSMENT AREA TWO - PARCEL A-10)

Notice is hereby given this ____ day of May, 2026, that AVENIR COMMUNITY DEVELOPMENT DISTRICT (the "District"), a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, the Uniform Community Development District Act of 1980 (the "Act"), enjoys governmental liens of record on the property described in Exhibit "A" ("Assessment Area Two - Parcel A-10 Project Area"), which is attached hereto and made a part hereof, which Assessment Area Two - Parcel A-10 Project Area is located within the boundaries of the District. Such liens are coequal with the liens of all state, county, district and municipal taxes, superior in dignity to all other non-federal liens, titles, and claims until paid pursuant to the Act and other applicable law. The District's liens secure the payment of special assessments levied in accordance with the Act and other applicable law, for the purpose of funding the District's operating and maintenance expenses, and to pay the District's bond indebtedness for the purpose of funding various improvements incurred by the District in connection with the issuance of the **$**_____ Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project), the **$**_____ Avenir Community Development District Special Assessment Bonds, Series 2026B (Parcel A-10 Project), and the **$**_____ Avenir Community Development District Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project). For information regarding the amount of the special assessments encumbering the specified real property of Assessment Area Two - Parcel A-10 Project Area, contact the District at:

Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
(561) 630-4922

THIS CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 190.021, FLORIDA STATUTES, AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

WITNESSES:

_____

Print: _____
Address: _____
_____

_____

Print: _____
Address: _____
_____

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

Attest: _____
Jason Pierman, Secretary

Dated: May_____, 2026

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ____ day of May, 2026, by Virginia Cepero, the Chairperson of the Board of Supervisors of the Avenir Community Development District, on behalf of the District. She is personally known to me or has produced _____ as identification.

(SEAL)

_____
Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ____ day of May, 2026, by Jason Pierman, the Secretary of the Avenir Community Development District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(SEAL)

_____
Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

Exhibit "A"

LEGAL DESCRIPTION OF
ASSESSMENT AREA TWO - PARCEL A-10 PROJECT AREA

All of AVENIR– POD 10, according to the Plat thereof, as recorded in Plat Book 138, Page 88 of the Public Records of Palm Beach County, Florida.

Said lands situate in the City of Palm Beach Gardens, Palm Beach County, Florida.

PREPARED BY AND AFTER RECORDING
RETURN TO:

Michael J. Pawelczyk, Esq.
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301

TRUE-UP AGREEMENT

(Series 2026A Bonds (Parcel A-10 Project))

This True-Up Agreement is made and entered into this ____ day of May, 2026 (the "Effective Date"), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

AVENIR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 (together with its successors, successors-in-title, and assigns the "Landowner"), the owner of Parcel A-21 (as defined below).

RECITALS

WHEREAS, the Landowner is the owner of certain platted lands located within Assessment Area Two within the boundaries of the District, as more particularly described in Exhibit A ("Assessment Area One – Parcel A-10 Project Area" or "Parcel A-10"); and

WHEREAS, the District has undertaken the financing, acquisition, and maintenance of certain community development systems, facilities and improvements to serve the District and Parcel A-10, including, without limitation, stormwater management and control facilities, including but not limited to earthwork, roadway improvements, water and wastewater systems; the differential cost of undergrounding certain utilities; hardscaping, landscaping and irrigation, other related public improvements, and all related soft and incidental costs (the "Parcel A-10 Project"), which public infrastructure systems, facilities and improvements constituting the Parcel A-10 Project are more specifically described in the Eighth Supplemental Engineer's Report (Parcels A-10, A-11, and A-21 Projects), dated October 22, 2024 and the Master Engineer's Report (2025 Validation), dated November 18, 2024, as each are amended and supplemented by the Supplemental Engineer's Report (Parcel A-10 Project), dated _____, 2026, each prepared for the Avenir Community Development District by Ballbe & Associates, Inc. (the "Engineer"), as such may be amended or

supplemented from time to time (collectively, the "Engineer's Report") and in the plans and specifications on file at the office of the District, which Engineer's Report and Parcel A-10 Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District proposes to issue its **$_____** Avenir Community Development District Special Assessment Bonds, Series 2026A (Parcel A-10 Project) (the "Series 2026A Bonds (A-10)") to finance a portion of the cost of construction of the Parcel A-10 Project, pursuant to a Master Trust Indenture, dated as of May 1, 2018, and the Seventeenth Supplemental Trust Indenture, dated as of May 1, 2026 with respect to the Series 2026A Bonds (A-10), with Regions Bank, an Alabama banking corporation, as trustee (the "Trustee"), as the same may be supplemented from time to time; and

WHEREAS, the Master Trust Indenture and the Seventeenth Supplemental Trust Indenture (collectively, the "Indenture" or "Indentures") are to be executed by and between the District and the Trustee, a financial institution authorized to serve as bond trustee; and

WHEREAS, pursuant to the Indenture, PHCC LLC (d/b/a Preston Hollow Community Capital) will be the initial bondholder representative relating to the Series 2026A Bonds (A-10) (the "2026A Bondholder Representative"); and

WHEREAS, the District has imposed and levied non-ad valorem special assessments on the assessable lands within Parcel A-10 (the "Series 2026A Special Assessments (A-10)") to secure the Series 2026A Bonds (A-10); and

WHEREAS, the District has accepted and utilized the provisions of the Master Special Assessment Methodology Report: Infrastructure Project Special Assessment Bonds for Parcel A-10 Project, dated November 21, 2024 (the "Master Methodology"), and the First Supplemental Special Assessment Methodology Report: Special Assessment Bonds (Parcel A-10 Project), Series 2026B (Parcel A-10 Project), and Taxable Series 2026B (Parcel A-10 Project) for Assessment Area Two - Parcel A-10 Project, dated _____, 2026 (the "Supplemental Methodology"), each prepared by Special District Services, Inc., and which may be amended and supplemented from time to time (collectively, the "Methodology Reports"), which Methodology Reports are hereby incorporated in its entirety by specific reference thereto and made a part hereof; and

WHEREAS, the District has imposed and levied the Series 2026A Special Assessments (A-10) in accordance with the Methodology Reports and against Parcel A-10 in accordance with the provisions of Chapters 170, 190 and 197, Florida Statutes, for purposes of paying the Series 2026A Bonds (A-10) issued pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District relies upon and intends to utilize the true-up analyses and mechanisms set forth in section 7.0 of the Supplemental Methodology and section 7.0 of the Master Methodology; and

WHEREAS, the District and the Landowner desire to provide for certain payments by the Landowner to the District in accordance with the true-up analyses and mechanisms referenced above; and

WHEREAS, unless otherwise defined herein, all capitalized terms shall be as defined in the Methodology Reports and the Indentures, as such terms are later defined herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths ($10.00) Dollars from the District to the Landowner and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. TRUE-UP PROVISIONS.

(a) As stated in the Methodology Reports, the allocation of debt is a continuous process until the Development Program, as later defined, is completed. The lands within Parcel A-10 have been fully platted in accordance with the AVENIR – POD 10 Plat, as recorded in Plat Book 138, Page 88 in the Public Records of Palm Beach County, Florida. The Series 2026A Special Assessments (A-10) will be allocated on those certain lots within Parcel A-10 in accordance with the Supplemental Methodology. The development rights referenced herein are allocated to Parcel A-10 and product type as identified in the tables and appendices of the Supplemental Methodology and in the Master Methodology (the "Development Program"), which Development Program is summarized as follows:

Parcel	Product Type (Lot Size)	# of Units	ERU Factor	ERUs
A-10	Single Family 77'	230	1.0	233.00
Total Units	**N/A**	**230**	**N/A**	**233.00**

(b) As platting has been completed, the debt relating to the Series 2026A Bonds (A-10) will be allocated within Parcel A-10 in accordance with Appendix 4 of the Supplemental Methodology. If there are changes to the Development Program within Parcel A-10 or within any unit of area thereof, a true up of the applicable Series 2026A Special Assessments (A-10) will be calculated to determine if Landowner is required to make a true-up payment to the District, which true-up calculation is provided herein and in the Methodology Reports. In the event of a conflict between this Agreement and the Methodology Reports, the provisions of this Agreement shall control.

(c) The true-up mechanism applies to all developable lands within Parcel A-10 within Assessment Area Two within the District. As such lands within said Parcel A-10 that are benefitted by the Parcel A-10 Project and financed with the net proceeds of the Series 2026A Bonds (A-10) is

developed, the allocation of costs and benefit for the Parcel A-10 Project is based on the Development Program, as shown in Table 4 and the Appendices of the Supplemental Methodology.

(d) Parcel A-10.

(i) The Supplemental Methodology, particularly section 4.0 and the Appendices therein, allocates the benefit under the Development Program and the debt associated with the Series 2026A Bonds (A-10) to the different categories of improvements that constitute the Parcel A-10 Project, utilizing the measure of equivalent residential units ("ERUs") and based upon the estimated number and product type of units that are specially benefited by the Parcel A-10 Project, as more particularly described therein. Nothing herein shall prohibit the Landowner from amending the Development Program for the lands within Parcel A-10.

(ii) Correspondingly, consistent with section 7.0 of the Supplemental Methodology and, whenever any re-plat, revised site plan, or other revision is processed that changes the product types or product mix of the Development Program within a particular parcel within Parcel A-10, a true-up test shall be performed to ensure that each assessable unit or acre of land is not assessed more than the pro-rata amount of the applicable annual non-ad valorem Series 2026A Special Assessments (A-10), as set forth in the Supplemental Methodology. Therefore, not later than the date the plat, re-plat, declaration of condominium, site plan, or revision is submitted to the applicable governing authority, the Landowner shall inform the District of such proposed change in the Development Program.

(iii) The District shall, at the time of submission of there-plat, revised site plan, or other revision to the applicable governing authority, perform the true-up analyses for Parcel A-10. In doing so, the District shall:

1. Assume that the total number of ERUs within Parcel A-10 and utilized as a basis for the Supplemental Methodology is as set forth in Table 4, Appendix 4, and Appendix 6 of the Supplemental Methodology and in Section 2(a) of this Agreement (the "Total Assessable ERUs");

2. Ascertain the number of assessable ERUs within Parcel A-10 in the proposed re-plat, revised site plan, or other revision (the "Planned Assessable ERUs"); and

3. Ascertain the current amount of potential remaining ERUs within Parcel A-10 not yet re-platted (the "Remaining Assessable ERUs").

(e) If the Planned Assessable ERUs are equal to the Total Assessable ERUs, no further action would be required (other than adjustments to the lien book) and no true-up payment is required. However, if the sum of the Planned Assessable ERUs and the Remaining Assessment

ERUs are less than the Total Assessable ERUs reflected in Appendix 4 and Appendix 6 of the Supplemental Methodology, the Landowner shall within fifteen (15) days following its receipt of written notice from the District that a true-up payment is due, remit to the District the amount of money (including accrued interest) sufficient to enable the District to reduce the par amount of the outstanding Series 2026A Bonds (A-10) and related accrued interest to a level such that the amount of Series 2026A Special Assessments (A-10), whether Series 2026A Special Assessments (A-10) allocated to each Planned Assessable ERU does not exceed the amount of debt service that would have been allocated thereto had the total number of Planned Assessable ERUs not changed from what is represented in Appendix 4 and Appendix 6 of the Supplemental Methodology. Conversely, if the Planned Assessable ERUs is greater than the Total Assessable ERUs, then there will be a pro-rata decrease in the applicable annual Series 2026A Special Assessments (A-10) to all the benefited lands subject to such Series 2026A Special Assessments (A-10).

(f) In the event that additional land not currently subject to the Series 2026 Special Assessments (A-10) levied by the District is developed in such a manner as to receive special benefit from the Parcel A-10 Project described herein, it will be necessary for the District to re-apply the Methodology Reports to include such additional land. The additional land will, as a result of re-applying the applicable assessment methodology of the Methodology Report, then be allocated an appropriate share of the Series 2026A Special Assessments (A-10) while all currently assessed Parcel A-21 lands will receive a relative reduction in the Series 2026A Special Assessments (A-10). This pro-rata adjustment will still provide the same amount of revenue from such Series 2026A Special Assessments (A-10) necessary for repayment of the Series 2026A Bonds (A-10).

(g) Further, at final build-out of the Development Program, as defined or as revised or changed, if any debt remains unallocated, then the Landowner shall make a payment to the District sufficient to retire all remaining unallocated debt, which payment shall include accrued interest. Whenever a true-up payment is due under this Agreement, such obligation shall be an obligation of Landowner.

(h) If the Landowner transfers ownership of any portion Parcel A-10, said portion of Parcel A-10 shall maintain the allocated number of and types of units in the Development Program described in this Agreement and in the Methodology Reports. As the Development Program is changed, or said Parcel A-10 or a portion thereof, is subdivided, or re-platted, impacted by the recording of a declaration of condominium, or site plan or revision, the true-up test will be performed and the owner(s) of those lands where the Development Program has been changed shall be responsible to make the debt reduction payment described herein after calculation of the true-up, if warranted.

(i) Nothing herein shall be construed to prohibit Landowner from transferring any portion of Parcel A-10 to a third party, as follows: (i) re-platted and partially or fully-developed lots to homebuilders restricted from re-platting, changing the development plan, or decreasing the density thereof, (ii) end users, or (iii) portions of Parcel A-10 exempt from assessments to the County, the City, the District, or other governmental agencies, except in accordance with Section 2(j) below.

(j) Landowner shall not transfer any portion of Parcel A-10 to any third party, except as permitted by Section 2(i) above, without first satisfying any true-up obligation that results from the true-up analyses described in this Agreement and that will be performed by the District Manager prior and as a condition to such transfer ("Transfer Condition"). Any transfer that is consummated pursuant to this Subsection 2(j) shall operate as a release of Landowner from its obligations under this Agreement as to such portion of Parcel A-10 only arising from and after the date of such transfer and satisfaction of the Transfer Condition and the transferee shall be deemed to have assumed Landowner's obligations in accordance herewith from and after such transfer for all purposes as to such portion of Parcel A-10 so transferred. Any violation of this provision by Landowner shall constitute a default by Landowner under this Agreement.

(k) If the Landowner proposes to transfer any portion of Parcel A-10 on which Series 2026A Special Assessments (A-10) are imposed to a unit of local, state or federal government, or similarly exempt entity (without the consent of that entity to the imposition of the Series 2026A Special Assessments (A-10) thereon), all future unpaid Series 2026A Special Assessments (A-10) for such transferred portion of Parcel A-10 shall become due and payable to the District immediately prior to such transfer without further action of the District.

3. COMPLETE UNDERSTANDING. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise.

4. AMENDMENT AND WAIVER. Except as provided in Section 2(i) above, this Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Additionally, this Agreement or any provision hereof may not be materially amended or waived in a manner that has the effect of reducing the total annual debt service revenues collected or to be collected for the payment of debt service on the Series 2026A Bonds (A-10) without the prior written consent of the Trustee for the Series 2026A Bonds (A-10), acting at the direction of the 2026A Bondholder Representative, or, if there is no Bondholder Representative, holders owning a Majority of the aggregate principal amount of the Series 2026A Bonds (A-10) then outstanding. The term "Majority," as used herein, shall mean more than fifty (50%) percent. No failure by District or Landowner to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

5. SEVERABILITY. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal

law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

6. CONTROLLING LAW. This Agreement shall be construed under the laws of the State of Florida.

7. AUTHORITY. Each party affirms that execution of this Agreement has been duly authorized by their respective appropriate governing body or official, as the case may be. Each party further affirms that it has full power and authority to comply with the terms and provisions of this Agreement.

8. REMEDIES. A default by either the District or the Landowner under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right to damages (excluding consequential or punitive damages), injunctive relief and specific performance and which specifically does include the ability of the District to enforce any and all payment obligations of the Landowner under this Agreement through the imposition and enforcement of a contractual or other lien on real property owned by the Landowner in the District, which lien shall be foreclosable as provided by law.

9. COSTS AND FEES. In the event that either the District or the Landowner is required to enforce this Agreement by court proceedings or otherwise, then the parties to this Agreement agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

10. THIRD-PARTY BENEFICIARIES. Except as provided in the last sentence of this Section 10, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, successors-in-title, and assigns (excluding any transferee permitted by Section 2(i) above). Notwithstanding the foregoing or anything in this True-Up Agreement to the contrary, the Trustee for the Series 2026A Bonds (A-2110), on behalf of the holders of the Series 2026A Bonds (A-10), shall be a direct third-party beneficiary of the terms and conditions of this True-Up Agreement and, acting at the direction of the 2026A Bondholder Representative, or if there is no 2026A Bondholder Representative, holders owning a Majority of the aggregate principal amount of Series 2026A Bonds (A-10) then outstanding shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of

this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Landowner and the District, and their respective receivers, trustees, successors, successors-in-title, and assigns. Notwithstanding the foregoing, this Agreement is not binding on any transferee permitted by Section 2(i) above.

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

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

15. ASSIGNMENT. Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of Section 2(i) or Section 2(j) above. Subject to the foregoing limitations, this Agreement shall be binding on Landowner and shall further constitute a covenant running with title to Parcel A-10, binding upon the Landowner and its successors and assigns as to the Parcel A-10 or portions thereof then-owned by the Landowner, and any transferee of any portion of the Parcel A-10 as set forth in Section 2 above.

16. COUNTERPARTS AND EXECUTION. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

17. EXCULPATION. Notwithstanding any provision in this Agreement to the contrary, no party hereto shall enforce the liability or obligation of Landowner to perform or observe the obligations set forth in this Agreement by any action or proceeding wherein a money judgment shall be sought against any direct or indirect partner, member, manager, officer, director, stockholder or other equity holder of Landowner.

18. NOTICE. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: Avenir Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

Landowner: Avenir Development, LLC
550 Biltmore Way, Suite 1110
Coral Gables, Florida 33134
Attention: Rosa Schechter, Vice President

With copy to: Avenir Development, LLC
777 S. Flagler Drive, Suite 500E
West Palm Beach, Florida 33401
Attention: Brian M. Seymour, Esq.

Any notice provided by the Developer or the District in accordance with this section shall also be distributed to the following:

2026A Bondholder Representative:
PHCC LLC (d/b/a Preston Hollow Community Capital)
2121 N. Pearl Street, Suite 600
Dallas, Texas 75201
Attention: In-House Legal Counsel

Trustee: Regions Bank
10245 Centurion Parkway, 2nd Floor
Jacksonville, Florida 32256
Attention: Craig Kaye

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner,

respectively. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

19. COVENANT AND RECORDATION. Landowner, as the owner of the lands within Parcel A-10, agree that the obligations imposed upon it by this Agreement are valid and enforceable and shall be covenants running with the lands described in Exhibit A hereto, which exhibit is again incorporated herein by reference, creating an obligation and one which is binding upon successor owners and assigns. The District shall record this Agreement in the Public Records of Palm Beach County, Florida, at against the lands so described.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

_____ By: _____
Virginia Cepero, Chairperson
Board of Supervisors

_____
Print Name
Address: _____
_____

_____ Attest: _____
Jason Pierman, Secretary

_____
Print Name
Address: _____
_____

____ day of May, 2026

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of May, 2026, by Virginia Cepero, as Chairperson of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT,** who is personally known and/or produced _____ as identification.

[SEAL]

_____
Notary Public
Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ____ day of May, 2026, by Jason Pierman, as Secretary of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**. He is personally known to me or has produced _____ as identification.

[SEAL]

_____
Notary Public
Commission Expires: _____

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Witnesses:

_____

Print name: _____
Address: _____
_____

By:_____
Rosa Eckstein Schechter, Vice President

_____

Print name: _____
Address: _____
_____

STATE OF FLORIDA :
: ss:
COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of May, 2026, by Rosa Eckstein Schechter, as Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of such company. The above-named individual is ☒ personally known to me or ☐ has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of May 2026.

_____
Notary Public
Print Name: _____
State of Florida
My Commission No: _____
My Commission expires: _____

(Notary Seal)

Exhibit A

Assessment Area Two - Parcel A-10 Project Area

All of AVENIR– POD 10, according to the Plat thereof, as recorded in Plat Book 138, Page 88 of the Public Records of Palm Beach County, Florida.

Said lands situate in the City of Palm Beach Gardens, Palm Beach County, Florida.

PREPARED BY AND AFTER RECORDING
RETURN TO:

Michael J. Pawelczyk, Esq.
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301

TRUE-UP AGREEMENT

(Series 2026B Bonds (Parcel A-10 Project))

This True-Up Agreement is made and entered into this _____ day of May, 2026 (the "Effective Date"), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

AVENIR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 (together with its successors, successors-in-title, and assigns the "Landowner"), the owner of Parcel A-21 (as defined below).

RECITALS

WHEREAS, the Landowner is the owner of certain platted lands located within Assessment Area Two within the boundaries of the District, as more particularly described in Exhibit A ("Assessment Area Two – Parcel A-10 Project Area" or "Parcel A-10"); and

WHEREAS, the District has undertaken the financing, acquisition, and maintenance of certain community development systems, facilities and improvements to serve the District and Parcel A-10, including, without limitation, stormwater management and control facilities, including but not limited to earthwork, roadway improvements, water and wastewater systems; the differential cost of undergrounding certain utilities; hardscaping, landscaping and irrigation, other related public improvements, and all related soft and incidental costs (the "Parcel A-10 Project"), which public infrastructure systems, facilities and improvements constituting the Parcel A-10 Project are more specifically described in the Eighth Supplemental Engineer's Report (Parcels A-10, A-11, and A-21 Projects), dated October 22, 2024 and the Master Engineer's Report (2025 Validation), dated November 18, 2024, as each are amended and supplemented by the Supplemental Engineer's Report (Parcel A-10 Project), dated _____, 2026, each prepared for the Avenir Community Development District by Ballbe & Associates, Inc. (the "Engineer"), as such may be amended or

supplemented from time to time (collectively, the "Engineer's Report") and in the plans and specifications on file at the office of the District, which Engineer's Report and Parcel A-10 Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District proposes to issue its **$_____** Avenir Community Development District Special Assessment Bonds, Series 2026B (Parcel A-10 Project) and its **$_____** Avenir Community Development District Taxable Special Assessment Bonds, Series 2026B (Parcel A-10) (collectively, the "Series 2026B Bonds (A-10)"), to finance a portion of the cost of construction of the Parcel A-21 Project, pursuant to a Master Trust Indenture, dated as of May 1, 2018, and the Eighteenth Supplemental Trust Indenture, dated as of May 1, 2026, with respect to the Series 2026B Bonds (A-10), each with Regions Bank, an Alabama banking corporation, as trustee (the "Trustee"), as the same may be supplemented from time to time; and

WHEREAS, the Master Trust Indenture and the Eighteenth Supplemental Trust Indenture (collectively, the "Indenture" or "Indentures") are to be executed by and between the District and the Trustee, a financial institution authorized to serve as bond trustee; and

WHEREAS, pursuant to the Indenture, PHCC LLC (d/b/a Preston Hollow Community Capital) will be the initial bondholder representative relating to the Series 2026B Bonds (A-10) (the "2026B Bondholder Representative"); and

WHEREAS, in accordance with the Supplemental Methodology, the District has imposed and levied non-ad valorem special assessments on the assessable lands within Parcel A-10 (the "Series 2026B Special Assessments (A-10)") to secure the Series 2026B Bonds (A-10); and

WHEREAS, the District has accepted and utilized the provisions of the Master Special Assessment Methodology Report: Infrastructure Project Special Assessment Bonds for Parcel A-10 Project, dated November 21, 2024 (the "Master Methodology"), and the First Special Assessment Methodology Report: Special Assessment Bonds (Parcel A-10 Project), Series 2026B (Parcel A-10 Project), and Taxable Series 2026B (Parcel A-10 Project) for Assessment Area Two - Parcel A-10 Project, dated _____, 2026 (the "Supplemental Methodology"), each prepared by Special District Services, Inc., and which may be amended and supplemented from time to time (collectively, the "Methodology Reports"), which Methodology Reports are hereby incorporated in its entirety by specific reference thereto and made a part hereof; and

WHEREAS, the District has imposed and levied the Series 2026B Special Assessments (A-10) in accordance with the Methodology Reports and against Parcel A-10 in accordance with the provisions of Chapters 170, 190 and 197, Florida Statutes, for purposes of paying the Series 2026B Bonds (A-10) issued pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District relies upon and intends to utilize the true-up analyses and mechanisms set forth in section 7.0 of the Supplemental Methodology and section 7.0 of the Master Methodology; and

WHEREAS, the District and the Landowner desire to provide for certain payments by the Landowner to the District in accordance with the true-up analyses and mechanisms referenced above; and

WHEREAS, unless otherwise defined herein, all capitalized terms shall be as defined in the Methodology Reports and the Indentures, as such terms are later defined herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths ($10.00) Dollars from the District to the Landowner and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. TRUE-UP PROVISIONS.

(a) As stated in the Methodology Reports, the allocation of debt is a continuous process until the Development Program, as later defined, is completed. The lands within Parcel A-10 have been fully platted in accordance with the AVENIR – POD 10 Plat, as recorded in Plat Book 138, Page 88 in the Public Records of Palm Beach County, Florida. The Series 2026B Special Assessments (A-10) will be allocated on those certain lots within Parcel A-10 in accordance with the Supplemental Methodology. The development rights referenced herein are allocated to Parcel A-10 and product type as identified in the tables and appendices of the Supplemental Methodology and in the Master Methodology (the "Development Program"), which Development Program is summarized as follows:

Parcel	Product Type (Lot Size)	# of Units	ERU Factor	ERUs
A-10-Phase One	Single Family 77'	___	1.0	___.00
A-10–Phase Two	Single Family 77'	___	1.0	___.00
Total Units	**N/A**	**230**	**N/A**	**230.00**

(b) As platting has been completed, the debt relating to the Series 2026B Bonds (A-10) will be allocated within Parcel A-10 in accordance with Appendix 4 of the Supplemental Methodology. If there are changes to the Development Program within Parcel A-10 or within any unit of area thereof, a true up of the applicable Series 2026B Special Assessments (A-10) will be calculated to determine if Landowner is required to make a true-up payment to the District, which true-up calculation is provided herein and in the Methodology Reports. In the event of a conflict between this Agreement and the Methodology Reports, the provisions of this Agreement shall control.

(c) The true-up mechanism applies to all developable lands within Parcel A-10 within Assessment Area Two within the District. As such lands within said Parcel A-10 that are benefitted by the Parcel A-10 Project and financed with the net proceeds of the Series 2026B Bonds (A-10) is developed, the allocation of costs and benefit for the Parcel A-10 Project is based on the Development Program, as shown in Table 4 and the Appendices of the Supplemental Methodology

(d) Parcel A-10.

(i) The Supplemental Methodology, particularly section 4.0 and the Appendices therein, allocates the benefit under the Development Program and the debt associated with the Series 2026B Bonds (A-10) to the different categories of improvements that constitute the Parcel A-10 Project, utilizing the measure of equivalent residential units ("ERUs") and based upon the estimated number and product type of units that are specially benefited by the Parcel A-10 Project, as more particularly described therein. Nothing herein shall prohibit the Landowner from amending the Development Program for the lands within Parcel A-10.

(ii) Correspondingly, consistent with section 7.0 of the Supplemental Methodology and, whenever any re-plat, revised site plan, or other revision is processed that changes the product types or product mix of the Development Program within a particular parcel within Parcel A-10, a true-up test shall be performed to ensure that each assessable unit or acre of land is not assessed more than the pro-rata amount of the applicable annual non-ad valorem Series 2026B Special Assessments (A-10), as set forth in the Supplemental Methodology. Therefore, not later than the date the plat, re-plat, declaration of condominium, site plan, or revision is submitted to the applicable governing authority, the Landowner shall inform the District of such proposed change in the Development Program.

(iii) The District shall, at the time of submission of there-plat, revised site plan, or other revision to the applicable governing authority, perform the true-up analyses for Parcel A-10. In doing so, the District shall:

1. Assume that the total number of ERUs within Parcel A-10 and utilized as a basis for the Supplemental Methodology is as set forth in Table 4, Appendix 4, and Appendix 6 of the Supplemental Methodology and in Section 2(a) of this Agreement (the "Total Assessable ERUs");

2. Ascertain the number of assessable ERUs within Parcel A-10 in the proposed re-plat, revised site plan, or other revision (the "Planned Assessable ERUs"); and

3. Ascertain the current amount of potential remaining ERUs within Parcel A-10 not yet re-platted (the "Remaining Assessable ERUs").

(e) If the Planned Assessable ERUs are equal to the Total Assessable ERUs, no further action would be required (other than adjustments to the lien book) and no true-up payment is required. However, if the sum of the Planned Assessable ERUs and the Remaining Assessment ERUs are less than the Total Assessable ERUs reflected in Appendix 4 and Appendix 6 of the Supplemental Methodology, the Landowner shall within fifteen (15) days following its receipt of written notice from the District that a true-up payment is due, remit to the District the amount of money (including accrued interest) sufficient to enable the District to reduce the par amount of the outstanding Series 2026B Bonds (A-10) and related accrued interest to a level such that the amount of Series 2026B Special Assessments (A-10), whether Series 2026B Special Assessments (A-10) allocated to each Planned Assessable ERU does not exceed the amount of debt service that would have been allocated thereto had the total number of Planned Assessable ERUs not changed from what is represented in Table of the Supplemental Methodology. Conversely, if the Planned Assessable ERUs is greater than the Total Assessable ERUs, then there will be a pro-rata decrease in the applicable annual Series 2026B Special Assessments (A-10) to all the benefited lands subject to such Series 2026B Special Assessments (A-10e).

(f) In the event that additional land not currently subject to the Series 2026B Special Assessments (A-10) levied by the District is developed in such a manner as to receive special benefit from the Parcel A-10 Project described herein, it will be necessary for the District to re-apply the Methodology Reports to include such additional land. The additional land will, as a result of re-applying the applicable assessment methodology of the Methodology Report, then be allocated an appropriate share of the Series 2026B Special Assessments (A-10) while all currently assessed Parcel A-10 lands will receive a relative reduction in the Series 2026B Special Assessments (A-10). This pro-rata adjustment will still provide the same amount of revenue from such Series 2026B Special Assessments (A-10) necessary for repayment of the Series 2026B Bonds (A-10).

(g) Further, at final build-out of the Development Program, as defined or as revised or changed, if any debt remains unallocated, then the Landowner shall make a payment to the District sufficient to retire all remaining unallocated debt, which payment shall include accrued interest. Whenever a true-up payment is due under this Agreement, such obligation shall be an obligation of Landowner.

(h) If the Landowner transfers ownership of any portion Parcel A-10, said portion of Parcel A-10 shall maintain the allocated number of and types of units in the Development Program described in this Agreement and in the Methodology Reports. As the Development Program is changed, or said Parcel A-10 or a portion thereof, is subdivided, or re-platted, impacted by the recording of a declaration of condominium, or site plan or revision, the true-up test will be performed and the owner(s) of those lands where the Development Program has been changed shall be responsible to make the debt reduction payment described herein after calculation of the true-up, if warranted.

(i) Nothing herein shall be construed to prohibit Landowner from transferring any portion of Parcel A-10 to a third party, as follows: (i) re-platted and partially or fully-developed lots to homebuilders restricted from re-platting, changing the development plan, or decreasing the

density thereof, (ii) end users, or (iii) portions of Parcel A-10 exempt from assessments to the County, the City, the District, or other governmental agencies, except in accordance with Section 2(j) below.

(j) Landowner shall not transfer any portion of Parcel A-10 to any third party, except as permitted by Section 2(i) above, without first satisfying any true-up obligation that results from the true-up analyses described in this Agreement and that will be performed by the District Manager prior and as a condition to such transfer ("Transfer Condition"). Any transfer that is consummated pursuant to this Subsection 2(j) shall operate as a release of Landowner from its obligations under this Agreement as to such portion of Parcel A-10 only arising from and after the date of such transfer and satisfaction of the Transfer Condition and the transferee shall be deemed to have assumed Landowner's obligations in accordance herewith from and after such transfer for all purposes as to such portion of Parcel A-10 so transferred. Any violation of this provision by Landowner shall constitute a default by Landowner under this Agreement.

(k) If the Landowner proposes to transfer any portion of Parcel A-10 on which Series 2026B Special Assessments (A-10) are imposed to a unit of local, state or federal government, or similarly exempt entity (without the consent of that entity to the imposition of the Series 2026B Special Assessments (A-10) thereon), all future unpaid Series 2026 Special Assessments (A-10) for such transferred portion of Parcel A-21 shall become due and payable to the District immediately prior to such transfer without further action of the District.

3. COMPLETE UNDERSTANDING. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise.

4. AMENDMENT AND WAIVER. Except as provided in Section 2(i) above, this Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Additionally, this Agreement or any provision hereof may not be materially amended or waived in a manner that has the effect of reducing the total annual debt service revenues collected or to be collected for the payment of debt service on the Series 2026B Bonds (A-10) without the prior written consent of the Trustee for the Series 2026B Bonds (A-10), acting at the direction of the 2026B Bondholder Representative, or if there is no 2026B Bondholder Representative, holders owning a Majority of the aggregate principal amount of the Series 2026B Bonds (A-10) then outstanding. The term "Majority," as used herein, shall mean more than fifty (50%) percent. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

5. SEVERABILITY. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

6. CONTROLLING LAW. This Agreement shall be construed under the laws of the State of Florida.

7. AUTHORITY. Each party affirms that execution of this Agreement has been duly authorized by their respective appropriate governing body or official, as the case may be. Each party further affirms that it has full power and authority to comply with the terms and provisions of this Agreement.

8. REMEDIES. A default by either the District or the Landowner under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right to damages (excluding consequential or punitive damages), injunctive relief and specific performance and which specifically does include the ability of the District to enforce any and all payment obligations of the Landowner under this Agreement through the imposition and enforcement of a contractual or other lien on real property owned by the Landowner in the District, which lien shall be foreclosable as provided by law.

9. COSTS AND FEES. In the event that either the District or the Landowner is required to enforce this Agreement by court proceedings or otherwise, then the parties to this Agreement agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

10. THIRD-PARTY BENEFICIARIES. Except as provided in the last sentence of this Section 10, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, successors-in-title, and assigns (excluding any transferee permitted by Section 2(i) above). Notwithstanding the foregoing or anything in this True-Up Agreement to the contrary, the Trustee for the Series 2026B Bonds (A-10), on behalf of the holders of the Series 2026B Bonds (A-10), shall be a direct third-party beneficiary of the terms and conditions of this True-Up Agreement and, acting at the direction of the 2026B Bondholder Representative, or if there is no 2026B Bondholder Representative, or if there is no 2026B Bondholder Representative, holders owning a Majority of the aggregate principal amount of the Series 2026B Bonds (A-10) then outstanding shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Landowner and the District, and their respective receivers, trustees, successors, successors-in-title, and assigns. Notwithstanding the foregoing, this Agreement is not binding on any transferee permitted by Section 2(i) above.

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

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

15. ASSIGNMENT. Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of Section 2(i) or Section 2(j) above. Subject to the foregoing limitations, this Agreement shall be binding on Landowner and shall further constitute a covenant running with title to Parcel A-10 binding upon the Landowner and its successors and assigns as to the Parcel A-10 or portions thereof then-owned by the Landowner, and any transferee of any portion of the Parcel A-10 as set forth in Section 2 above.

16. COUNTERPARTS AND EXECUTION. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

17. EXCULPATION. Notwithstanding any provision in this Agreement to the contrary, no party hereto shall enforce the liability or obligation of Landowner to perform or observe the obligations set forth in this Agreement by any action or proceeding wherein a money judgment shall be sought against any direct or indirect partner, member, manager, officer, director, stockholder or other equity holder of Landowner.

18. NOTICE. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such

notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: Avenir Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

Landowner: Avenir Development, LLC
550 Biltmore Way, Suite 1110
Coral Gables, Florida 33134
Attention: Rosa Schechter, Vice President

With copy to: Avenir Development, LLC
777 S. Flagler Drive, Suite 500E
West Palm Beach, Florida 33401
Attention: Brian M. Seymour, Esq.

Any notice provided by the Developer or the District in accordance with this section shall also be distributed to the following:

2026B Bondholder Representative:
PHCC LLC (d/b/a Preston Hollow Community Capital)
2121 N. Pearl Street, Suite 600
Dallas, Texas 75201
Attention: In-House Legal Counsel

Trustee: Regions Bank
10245 Centurion Parkway, 2nd Floor
Jacksonville, Florida 32256
Attention: Craig Kaye

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by

the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner, respectively. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

19. COVENANT AND RECORDATION. Landowner, as the owner of the lands within Parcel A-10, agree that the obligations imposed upon it by this Agreement are valid and enforceable and shall be covenants running with the lands described in Exhibit A hereto, which exhibit is again incorporated herein by reference, creating an obligation and one which is binding upon successor owners and assigns. The District shall record this Agreement in the Public Records of Palm Beach County, Florida, at against the lands so described.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

_____ By: _____
Virginia Cepero, Chairperson
Board of Supervisors

_____
Print Name
Address: _____
_____

_____ Attest: _____
Jason Pierman, Secretary

_____
Print Name
Address: _____
_____

____ day of May, 2026

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of May, 2026, by Virginia Cepero, as Chairperson of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT,** who is personally known and/or produced _____ as identification.

[SEAL]

_____
Notary Public
Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ____ day of May, 2026, by Jason Pierman, as Secretary of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**. He is personally known to me or has produced _____ as identification.

[SEAL]

_____
Notary Public
Commission Expires: _____

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Witnesses:

_____

Print name: _____
Address: _____
_____

By:_____
Rosa Eckstein Schechter, Vice President

_____

Print name: _____
Address: _____
_____

STATE OF FLORIDA :
: ss:
COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of May, 2026, by Rosa Eckstein Schechter, as Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of such company. The above-named individual is ☒ personally known to me or ☐ has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of _____, 2026.

_____
Notary Public
Print Name: _____

(Notary Seal)

Exhibit A

Assessment Area Two - Parcel A-10 Project Area

All of AVENIR– POD 10, according to the Plat thereof, as recorded in Plat Book 138, Page 88 of the Public Records of Palm Beach County, Florida.

Said lands situate in the City of Palm Beach Gardens, Palm Beach County, Florida.

fmsbonds
Municipal Bond Specialists

February 18, 2026

Avenir Community Development District
c/o Special District Services
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: Mr. Jason Pierman

Re: Avenir CDD, Series 2026A and Series 2026B Bonds

Dear Mr. Pierman:

We are writing to provide you, as the Avenir Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)[1] (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the 'Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

[1] Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.

- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.

- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal,

accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: _____
Name: Jon Kessler
Title: Executive Director

Acknowledgement:

Avenir Community Development District

By:_____

NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of FMSbonds, Inc. and attest that FMSbonds, Inc. does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

FMSbonds, Inc.

By: _____
Print Name: _____
Print Title: _____

Theodore A. Swinarski
Senior Vice President-Trading
FMSbonds, Inc.

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 7 day of August, 2024, by Theodore Swinarski, as SVP-Trading of FMSbonds, Inc., a Florida corporation, who is personally known to me, or produced _____ as identification.

Alison M. Beckler
Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name: Alison M. Beckler
My commission expires: 4-9-25

ALISON M. BECKLER
MY COMMISSION # HH 108261
EXPIRES: April 9, 2025
Bonded Thru Notary Public Underwriters

HSQ GROUP, LLC
Engineers • Planners
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431
(561) 392-0221 Phone • (561) 392-6458 Fax

March 17, 2026

Mr. Manuel M. Mato
AVENIR DEVELOPMENT, LLC
550 Biltmore Way, Suite 1110
Miami, FL 33134
Phone: (305) 447-7494
Fax: (561) 828-0440

Re: **Ponding at the Entrance to Aviner**

Dear Mr. Mato:

The purpose of this proposal is to cover the associated design and plans preparation fees for the entrance to Aviner that was caused by construction.

Summary of fees:

Plans preparation and coordination with the county	$1,850

Acceptance of Proposal:

By:	**HSQ Group, LLC**	By:	**Avenir Development**
Signed:	*Nour Shehadeh*	Signed:	
Name:	Nour Shehadeh, PE	Name:	Virginia Cepero
Title:	Managing Partner	Title:	CFO
Date:	3/17/2026	Date:	

LAW OFFICES
BILLING COCHRAN
ESTABLISHED 1977

KENNETH W. MORGAN, JR.
MICHAEL J. PAWELCZYK
MANUEL R. COMRAS
ANDREW A. RIEF
JEFFERY R. LAWLEY
GINGER E. WALD
SCOTT C. COCHRAN
ALINE O. MARCANTONIO
JOHN C. WEBBER

STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

BILLING COCHRAN, P.A.
LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150
(954) 764-7279 FAX

PGA NATIONAL OFFICE CENTER
300 AVENUE OF THE CHAMPIONS, SUITE 270
PALM BEACH GARDENS, FLORIDA 33418
(561) 659-5970
(561) 659-6173 FAX

WWW.BILLINGCOCHRAN.COM
PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN
GABRIELLA A. FERNANDEZ PEREZ
MARLENE E. GONZALEZ
LORI B. LEWELLEN
LIZA E. SMOKER
LUCAS A. WILLIAMS

OF COUNSEL:
CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
DENNIS E. LYLES
BRUCE M. RAMSEY
RICHARD T. WOULFE

February 2, 2026

VIA E-MAIL ONLY– jpierman@sdsinc.org

Mr. Jason Pierman
District Manager
Special District Services
The Oaks Center
2501A Burns Rd
Palm Beach Gardens, FL 33410

Re: Adjustment to District Counsel Fee Structure
Avenir Community Development District
Our File: 1009.17031

Dear Jason:

This firm's current fee structure has been in place since 2023. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective, October 1, 2026, as follows:

- Attorneys/Partners: $325.00 per hour
- Attorneys/Associates: $250.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor.

Naturally, should you feel you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,

Michael J. Pawelczyk
For the Firm

MJP/jmp

cc: Brielle Barba, SDS (via email only)

H & J Contracting, Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	**Contact:**	Megan Bowden
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Spine Repairs CO Rev 2	**Bid Number:**	Proposal
Project Location:		**Bid Date:**	03/18/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Mobilization	1.00	LS	$2,500.00	$2,500.00
	105	MOT	1.00	LS	$2,000.00	$2,000.00
	110	Spine 5 12' DWS	1.00	EACH	$900.00	$900.00
	115	Spine 4 10' DWS At Roundabout	1.00	EACH	$600.00	$600.00
	120	Behind Publix 30' "F" R&R	1.00	LS	$2,700.00	$2,700.00
	125	Spine 6 H/C 15'X15'	1.00	EACH	$3,600.00	$3,600.00
	135	Spine 6 8'X8' Sidewalk R&R	1.00	LS	$1,440.00	$1,440.00
	140	Panther West 10'X10' R&R	1.00	LS	$1,740.00	$1,740.00
	145	Coconut Old Entrance 20'X8' Install	1.00	LS	$1,920.00	$1,920.00
	150	WL Sales Across Street 15'X15' R&R Ramp	1.00	LS	$3,600.00	$3,600.00
	155	Regency Entrance Old Mats Repair	1.00	EACH	$900.00	$900.00
	165	1" Type SP-9.5 Asphalt Bottom Lift Repairs	5,485.00	SF	$5.45	$29,893.25
	170	DWS Mat Repair (Coconut Blvd Roundabout And Avenir Dr)	1.00	EACH	$600.00	$600.00

Total Bid Price: $52,393.25

Alternates

	160	6" Header For Root Barrier	1.00	LF	$36.00	$36.00

Total Price for above Alternates Items: $36.00

Notes:

- Prices quoted are based on completing all items in a continuous operation. Should a portion be deleted or suspended, prices quoted are subject to revision. A reasonable re-mobilization charge will be made for each additional move-in required by Customer.
- Should customer require any additional work, not specifically covered by this proposal, such additional work shall be performed at the direction of customer's representation on an equipment rental, time and material basis, in accordance with H & J Contracting's published equipment rates.
- Unless otherwise indicated, in writing, this quotation expires thirty days from the date of quote. At the sole option of H & J Contracting, this quotation may be extended for additional period of time.
- The prices quoted herein include1 mobilization(s). Additonal mobilizations will be billed at $1,500.00 ea.
- Final quantities to be determined by field measurements.

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**H & J Contracting, Inc.**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Jeremy Rury

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "**Agreement**") is made and entered into as of the _____ day of March, 2026 (the "**Effective Date**"), by and between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "**District**"), and **NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A.**, a Florida professional association (the "**Escrow Agent**").

RECITALS

WHEREAS, **KENCO COMMUNITIES AT AVENIR II LLC**, a Florida limited liability company (the "**Seller**"), is the owner of certain real property located in Palm Beach County, Florida, more particularly described on **EXHIBIT "A"** attached hereto and incorporated herein by reference (the "**Property**");

WHEREAS, the Property was previously subject to special assessments levied by the District in connection with the District's Special Assessment Revenue Bonds, Series 2021B (the "**2021 B Bonds**");

WHEREAS, the District has agreed to deliver to Escrow Agent those certain executed instruments releasing the Property from certain documents referencing the 2021 B Bonds identified on the attached **EXHIBIT "B"** ("**2021 B Satisfaction Documents**"), which are to be held and thereafter recorded in the public records, only in accordance with the terms and conditions of this Agreement;

WHEREAS, the Property is currently subject to special assessments levied by the District in connection with the District's Special Assessment Revenue Bonds, Series 2024B (the "**2024 B Bonds**");

WHEREAS, in connection with the upcoming sale of the Property, the Seller shall satisfy the 2024 B Bonds at closing ("**Closing**"), which Closing is currently set for April 1, 2026 ("**Closing Date**"), and the District has agreed to provide Escrow Agent with those certain executed instruments releasing the Property from certain documents referencing the 2024 B Bonds identified on the attached **EXHIBIT "C"** ("**2024 B Satisfaction Documents**"), which are to be held and thereafter recorded in the public records, only in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Escrow Agent has agreed to hold the Escrow Documents, as later defined herein, in escrow and release and record the same in accordance with the escrow instructions set forth herein.

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

ARTICLE I - ESCROW DEPOSIT

Section 1.1 Deposit of Escrow Documents. On or before March 26, 2026, the District shall deliver to the Escrow Agent the following documents: (i) the 2021 B Satisfaction Documents and (ii) 2024 B Satisfaction Documents (collectively, the "**Escrow Documents**").

Section 1.2 Acknowledgment of Receipt. The Escrow Agent shall acknowledge receipt of the Escrow Documents in writing to the District promptly upon receipt thereof.

ARTICLE II - ESCROW INSTRUCTIONS

Section 2.1 Release of 2021 B Satisfaction Documents. Immediately upon Escrow Agent's receipt of the 2021 B Satisfaction Documents, and without any further authorization from the bondholder or trustee for the 2021 B Bonds, the Escrow Agent is hereby authorized and instructed to release the 2021 B Satisfaction Documents from escrow and cause the same to be recorded in the Public Records of Palm Beach County, Florida.

Section 2.2 Release of 2024 B Satisfaction Documents. The Escrow Agent shall hold the 2024 B Satisfaction Documents in escrow following the Closing until such time as the Escrow Agent receives written confirmation from an authorized representative of the District that (i) payment in full of the amounts necessary to satisfy the special assessments encumbering the Property in connection with the 2024 B Bonds has been received, and (ii) the District authorizes the release and recording of the 2024 B Satisfaction Documents (such written confirmation and authorization, the "**2024 B Release Authorization**"). Promptly upon receipt of the 2024 B Release Authorization, the Escrow Agent is authorized and instructed to release the 2024 B Satisfaction Documents from escrow and cause the same to be recorded in the Public Records of Palm Beach County, Florida.

Section 2.3 Recording. Upon release of any Escrow Documents pursuant to this Article II, the Escrow Agent shall record such documents in the Public Records of Palm Beach County, Florida, and shall provide copies of the recorded documents, including applicable recording information, to the District and the Seller.

Section 2.4 No Closing. In the event that the Closing does not occur on or before the date that is one hundred twenty (120) days after the Closing Date, or such later date as may be agreed upon in writing by the parties, the Escrow Agent shall return the 2024 B Satisfaction Documents to the District, and this Agreement shall terminate and be of no further force or effect.

ARTICLE III - ESCROW AGENT PROVISIONS

Section 3.1 Duties of Escrow Agent. The duties of the Escrow Agent hereunder are purely ministerial in nature, and the Escrow Agent shall not be liable for any act or omission taken in accordance with the terms of this Agreement or suffered by it in good faith. The Escrow Agent shall have no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts with others, the Escrow Agent's sole duty hereunder being to safeguard the Escrow Documents and to dispose of same in accordance with the terms of this Agreement.

Section 3.2 Reliance. The Escrow Agent may rely upon and shall be protected in acting or refraining from acting upon any written notice, instruction, instrument, statement, request, or document furnished to it hereunder and believed by it in good faith to be genuine and to have been signed or presented by the proper person or party, and the Escrow Agent shall have no responsibility for determining the accuracy thereof.

Section 3.3 Disputes. In the event of any disagreement between any of the parties to this Agreement, or between any of them and any other person, resulting in adverse claims or demands being made in connection with the Escrow Documents, or in the event that the Escrow Agent, in good faith, is in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists. In any such event, the Escrow Agent shall not be or become liable in any way to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to so refrain from acting until (i) the rights of all interested parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement

among all of the interested parties, and the Escrow Agent shall have been notified thereof in writing signed by all such parties.

Section 3.4 Resignation. The Escrow Agent may resign at any time upon thirty (30) days' prior written notice to the District, specifying the effective date of such resignation. Within such thirty (30) day period, a successor escrow agent shall be designated in writing by the District and the Seller, failing which the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent. Upon acknowledgment by any successor escrow agent of the receipt of the Escrow Documents and its acceptance of the duties hereunder, the Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Agreement arising after the effective date of such resignation.

Section 3.5 Compensation. The Escrow Agent shall serve without compensation for its services hereunder.

ARTICLE IV - GENERAL PROVISIONS

Section 4.1 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been properly given if (a) delivered personally, (b) sent by United States certified mail, return receipt requested, postage prepaid, (c) sent by a nationally recognized overnight courier service, or (d) sent by electronic mail with confirmation of receipt, addressed as follows:
If to the District:

Avenir Community Development District c/o District Manager:
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Email: jpierman@sdsinc.org

With a copy to:
District Counsel:
Billing Cochran, P.A.
Attn: Michael J. Pawelczyk, Esq.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Email: mpawelczyk@billingcohran.com

If to the Escrow Agent:
Nason, Yeager, Gerson, Harris & Fumero, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, Florida 33410
Attention: Amanda Parks Schlechter, Esq.
Email: aschlechter@nasonyeager.com

or to such other address as any party may designate by written notice to the other parties. Notices shall be deemed received upon personal delivery, three (3) business days after deposit in the United States mail, one (1) business day after deposit with a nationally recognized overnight courier service, or upon confirmation of receipt if sent by electronic mail.

Section 4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles.

Section 4.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

Section 4.4 Amendment. This Agreement may not be amended or modified except by a written instrument signed by all parties hereto.

Section 4.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures and electronically transmitted copies of signatures shall be deemed originals for all purposes.

Section 4.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, and such invalid or unenforceable provision shall be deemed modified to the extent necessary to make it valid and enforceable.

Section 4.7 Waiver. The failure of any party to enforce any provision of this Agreement shall not constitute a waiver of such party's right to enforce such provision or any other provision hereof.

Section 4.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO ESCROW AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DISTRICT:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Virginia Cepero, Chair
Board of Supervisors

ESCROW AGENT:

NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A.

By: _____
Name: Amanda Parks Schlechter, Esq.
Title: Shareholder

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1 THROUGH 104, INCLUSIVE OF AVENIR – POD 18, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 136, PAGE (S) 184-191, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"
2021 B SATISFACTION DOCUMENTS

1) PARTIAL RELEASE FROM DECLARATION OF CONSENT (ASSESSMENT AREA TWO PROJECT - 2021B PROJECT);

2) NOTICE OF PARTIAL RELEASE OF LIEN OF RECORD AS TO CERTAIN REAL PROPERTY BY AVENIR COMMUNITY DEVELOPMENT DISTRICT (ASSESSMENT AREA TWO – 2021B PROJECT);

3) PARTIAL RELEASE OF COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO AVENIR (ASSESSMENT AREA TWO PROJECT, PANTHER NATIONAL PROJECT, AND 2021B PROJECT); and

4) ACKNOWLEDGMENT OF PARTIAL TERMINATION OF AGREEMENT REGARDING THE TRUE-UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021B.

EXHIBIT "C"
2024 B SATISFACTION DOCUMENTS

1) PARTIAL RELEASE FROM DECLARATION OF CONSENT (PARCEL A-18 PROJECT – SERIES 2024B BONDS);

2) NOTICE OF PARTIAL RELEASE OF LIEN OF RECORD AS TO CERTAIN REAL PROPERTY BY AVENIR COMMUNITY DEVELOPMENT DISTRICT (ASSESSMENT AREA TWO – PARCEL A-18);

3) PARTIAL RELEASE (OF COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO ASSESSMENT AREA TWO – PARCEL A-18; and

4) ACKNOWLEDGMENT OF PARTIAL TERMINATION OF AGREEMENT REGARDING THE TRUE-UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024B.

North Palm Beach Signarama
The way to grow your business.
802 Old Dixie Hwy., Ste 3
Lake Park, FL 33403
(561) 845-7339

ESTIMATE
EST-20434

Woman Owned Small Business Enterprise
www.signarama-npb.com
Licensed Palm Beach County Sign Contractor #U22244
Licensed Broward County Sign Contractor # 19-SE21530-R

Created Date: 3/26/2026

DESCRIPTION: NEW ESTIMATE Reflective No Trespassing Signs

Bill To: Avenir CDD, c/o SDS
2501A Burns Rd
Palm Beach Gardens, FL 33410
US

Installed: Avenir CDD, c/o SDS
12255 Avenir Dr
Palm Beach Gardens, FL 33412
US

Requested By: Jason Pierman
Email: jpierman@sdsinc.org
Work Phone: (561) 630-4922 x 1
Cell Phone: (561) 818-8066

Salesperson: Lisa Marder
Email: lisa@sar-npb.com
Work Phone: (561) 845-7339
Cell Phone: (732) 535-0626

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Reflective Sign + Post + Install Size: W: 18" x H:24 " 2" Letters high. Includes 2" Sq Painted Aluminum Posts. Color to be confirmed. To Read: WARNING! (SHERIFF BADGE) NO TRESPASSING PROHIBIDO LA ENTRADA PALM BEACH COUNTY SHERIFF'S OFFICE F.S.S. 810.09 AVENIR Community Development District Customer MUST approve proof prior to fabrication. Customer must proof-read proof and sign off on proof.	315	$267.73	$84,334.95
2	Install only - Customer providing signs + posts **Signs and Posts provided by customer. SAR NPB to provide installation only, and new hardware.**	60	$43.75	$2,625.00

Prices quoted are valid for 14 days from estimate date. After 14 days, prices may have to be requoted, due to price increases/supply chain issues.
Design, materials, sizes, & colors used are as specified in this estimate.
Changes after final proof approval will result in a change to the final price.
Deposits are non-refundable-BALANCE IS DUE BEFORE OR UPON INSTALLATION
PROCESSING FEE FOR CREDIT CARD PAYMENTS IS 2.99%. FEE WILL BE REFLECTED ON CREDIT CARD RECEIPT, NOT ON THE SAR NPB INVOICE.

Subtotal:	$86,959.95
Taxes:	$0.00
Grand Total:	$86,959.95
Deposit Required:	$52,175.97

Signarama NPB has a minimum order amount of $300.
Deposits Due on orders under $600 is 100% at time of order.
Deposits Due on orders over $601 is 60% of total price.

Signature: _____ **Date:** _____

Proposal

Lynn Striping
2192 SW Racquet Club Dr
Palm City Fl. 34990
561-306-7037
Lynnstriping@gmail.com

To: SDS Inc.
Attn: Megan Bowden

Date: 3-23-26
Job: Avenir
signs

Please find the following proposal for work at the above-mentioned site.

Description: Amount

Signs 18 x 24 No Trespassing signs (Reflective)
Poles 2 x2 powder coated black with top
(Design and sizes provided by SDS)

Installation of poles and signs provided by SDS (No Trespassing signs)

	Qty 60	@	$75ea	$4,500
New No Trespassing signs and poles	QTY 315	@	$265ea	$83,475

==========

Total $ 87,975

SUPERIOR WATERWAY SERVICES, INC.

6701 Garden Rd, Suite 1 ▪ Riviera Beach FL 33404

(561) 844-0248 **Office** -- (561) 844-9629 **Fax**

QUOTATION / PROPOSAL

3/23/2026
Quote #5426
Quoted By: Chris York
Terms: Net 30 Days
Estimated Delivery: 3 weeks
Job Name: Avenir CDD

Shipping Instructions:

Quantity	Size	Description / Additional Description	Unit Price	Extended Price
275	18x24	Signs for lake-see attached specs	$85.50	$ 23,512.50
275	7'	2" aluminum posts (black) with pyramid finial cap	$89.00	$ 24,475.00
275	Misc	Hardware	$4.00	$ 1,100.00
275		Labor for sign installation- includes concrete for stability	$95.00	$ 26,125.00

SUBTOTAL	**$ 75,212.50**
TAX	**NA**
FREIGHT ESTIMATE	**INCLUDED**
TOTAL NET COST WITH FREIGHT & HANDLING	**$ 75,212.50**

Chris York
President

Authorized signature **Date**
AVENIR CDD

03/02/2026

Arazoza Bros., Corp.

Maintenance

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 03/02/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 118 - Bad 2 inch Valve on Northlake Median

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace 2 inch valve and all Corresponding fittings	Lump Sum	1.00	$680.00	$680.00
			Grand Total	**$680.00**

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 5th day of March, 2026 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410_and **ARAZOZA BROTHERS, CORP** a Florida corporation, (herein called "Contractor") whose address is 7027 SW 87th Court, Miami, FL 33173, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

Section 1. Contractor agrees to furnish all labor, materials, equipment, permit, etc. as needed to perform all Work described in section 2 hereof for:

Avenir Community Development District Pod 11 Buffer Landscape

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and Specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the Plans and Specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed

Owner_____ Contractor_____

by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **One Hundred Ninety-Nine Thousand Nine Hundred Twelve and 00/100 Dollars ($199,912.00**) and subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" or the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

> **Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.**

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

> (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
> (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
> (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.

It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner reserves the right at its discretion to issue a joint check or to make direct payments to any

Owner_____ Contractor_____

supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

A. FAILURE TO PERFORM: Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the, Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.

B. INDEMNIFICATION: TO THE FULLEST EXTENT PERMITIED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM

Owner_____ Contractor_____

IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

C. INSURANCE: Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than $1,000,000 for bodily injury and property damage.

2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than $1,000,000 each accident/$1,000,000 disease-each employee/$1,000,000 disease-policy limit.

3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.

4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than $2,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than $1 million.

5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20 10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured

Owner____ Contractor____

endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.

7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance

Owner_____ Contractor_____

with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.

9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.

10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.

11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.

D. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

Owner_____ Contractor_____

E. CHANGES IN THE WORK: Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.

F. ASSIGNMENT: The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub--contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the letter shall expressly agree to this provision.

G. OSHA: The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.

H. GUARANTEE: The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes and will be of good quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work,

Owner_____ Contractor_____

agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

I. ARBITRATION: All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

J. CONTRACT CHANGES: No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

K. DEFAULT AND TERMINATION: Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by

Owner_____ Contractor_____

Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contact, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

L. COST INCREASES: Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

Owner_____ Contractor_____

M. LIMIT ON DAMAGES: Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for whim the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.

N. SEVERABILITY: If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.

O. NOTICES: Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner: **AVENIR COMMUNITY DEVELOPMENT DISTRICT**
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: Jason Pierman, District Manager

With Copy To: **BILLING COCHRAN, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

To Contractor: **ARAZOZA BROTHERS, CORP**

Owner_____ Contractor_____

7027 SW 87th Court
Miami, FL 33173
Attn: Eduardo Arazoza, Vice President of Sales

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

P. PAYMENT AND PERFORMANCE BOND: The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is $200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

Q. SOVEREIGN IMMUNITY: The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

Owner_____ Contractor_____

R. PUBLIC RECORDS:

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

1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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

Owner_____ Contractor_____

(c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:**

SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: 561-630-4922
EMAIL: BBARBA@SDSINC.ORG

S. SCRUTINIZED COMPANY LIST:

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

T. E-VERIFY: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United Sates for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an

Owner____ Contractor____

alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United Sates for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

U. **NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

V. **ANTI-HUMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner____ Contractor____

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

OWNER
AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

By:_____
Name: Rosa Eckstein Schechter
Title: Vice Chair

Dated: 3/10/2026

_____

Print Name: Rosey Asensio

_____

Print Name:_____

CONTRACTOR
ARAZOZA BROTHERS, CORP, a Florida corporation

By:_____
Name: Eduardo Arazoza
Title: Vice President of Sales

Dated:_____

Owner_____ Contractor_____

ATTACHMENT "A"
SCOPE OF WORK

Provide all labor, material, tools, staging, licenses, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

Landscape

* Landscape proposal is based upon drawings LP-C, LP-2 thru LP-14 last dated 08/05/2025 by uds.
* Excavation of planting areas, soil to finish grade by others. All landscaped areas to be received denuded at +/- 1" of finish grade.

Excavation and Backfill of soils is not included in proposal.

* All work associated with existing trees/plants/lawns to remain (including tree protection), to be removed or to be relocated is not included in proposal.
* Standard 2" x 4" wood bracing for trees and palms is included in proposal.
* Initial fertilizer is included in proposal.
* Tree grates, site furnishing, and hardscape items are not included in proposal.
* Maintenance through acceptance only is included in proposal.
* Weed cloth and filter fabric are not included in proposal.
* Structural soil (if needed) is not included in proposal.
* Landscape permit fee is not included in proposal.
* All living material to be provided will be Florida #1 quality according to the Florida Grades & Standards.
* New installations are guaranteed for 1 year from completion/final acceptance.
* Reference Sod Quantity: Sod quantity is approximated; actual quantity to be field-verified at time of installation.

General

* Any item not specifically listed is excluded from proposal.
* Bond is not included in proposal; if required add 1.5%.
* MOT is not included in proposal, unless specifically detailed.
* Hoisting of material to upper levels, if required, is not included in proposal.
* This proposal shall be valid for ninety (90) days from date of issue.
* Alternates, if present, are to be added to the cost of proposal.
* No Material will be purchased from Tree World Wholesale Nursery.
* Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this

particular project.

Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary inspections, and work required to certify the Work to the permitting agencies.

ATTACHMENT "B"
SCHEDULE OF VALUE

Schedule of Values:

- A -	- B -	-C1-
ITEM NO.	Description of Work	ORIGINAL SCHEDULED VALUE
	First Draw-25% Mobilization	$49,978.00
	Second Draw-50% Install	$99,956.00
	Third Draw-15% Install	$29,986.80
	Fourth Draw-10% Final install	$19,991.20
	GRAND TOTAL	199,912.00

ATTACHMENT "C"

PLANS AND SPECIFICATIONS

Landscape proposal is based upon drawings LP-C, LP-2 thru LP-14 last dated 08/05/2025 by uds.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 5th day of March, 2026 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410_and **ARAZOZA BROTHERS, CORP** a Florida corporation, (herein called "Contractor") whose address is 7027 SW 87th Court, Miami, FL 33173, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

Section 1. Contractor agrees to furnish all labor, materials, equipment, permit, etc. as needed to perform all Work described in section 2 hereof for:

Avenir Community Development District Pod 11 Buffer Irrigation

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and Specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the Plans and Specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and

Owner_____ Contractor_____

diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **One Hundred Twenty-Four Thousand Five Hundred Eighteen and 00/100 Dollars ($124,518.00**) and subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" or the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

> **Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.**

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

> (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
> (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
> (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.

It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide

Owner_____ Contractor_____

Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

A. FAILURE TO PERFORM: Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the, Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.

B. INDEMNIFICATION: TO THE FULLEST EXTENT PERMITIED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT

Owner____ Contractor____

BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

C. INSURANCE: Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than $1,000,000 for bodily injury and property damage.

2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than $1,000,000 each accident/$1,000,000 disease-each employee/$1,000,000 disease-policy limit.

3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.

4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than $2,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than $1 million.

5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds").

Owner____ Contractor____

The insurance afforded to the Additional Insureds shall be written on Form CG 20 10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.

7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice

Owner____ Contractor____

has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.

9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.

10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.

11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.

D. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or

Owner____ Contractor____

the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

E. CHANGES IN THE WORK: Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.

F. ASSIGNMENT: The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub--contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the letter shall expressly agree to this provision.

G. OSHA: The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.

H. GUARANTEE: The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes and will be of good

Owner_____ Contractor_____

quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

I. ARBITRATION: All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

J. CONTRACT CHANGES: No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

Owner_____ Contractor_____

K. DEFAULT AND TERMINATION: Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contact, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

L. COST INCREASES: Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

Owner_____ Contractor_____

M. LIMIT ON DAMAGES: Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for whim the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.

N. SEVERABILITY: If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.

O. NOTICES: Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner: **AVENIR COMMUNITY DEVELOPMENT DISTRICT**
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: Jason Pierman, District Manager

With Copy To: **BILLING COCHRAN, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner____ Contractor____

To Contractor: **ARAZOZA BROTHERS, CORP**
7027 SW 87th Court
Miami, FL 33173
Attn: Eduardo Arazoza, Vice President of Sales

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

P. PAYMENT AND PERFORMANCE BOND: The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is $200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

Q. SOVEREIGN IMMUNITY: The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of

Owner____ Contractor____

sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

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

1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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

Owner_____ Contractor_____

public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

(c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:**

SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: 561-630-4922
EMAIL: BBARBA@SDSINC.ORG

S. SCRUTINIZED COMPANY LIST:

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

T. E-VERIFY: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the

Owner____ Contractor____

United Sates for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United Sates for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

U. **NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

V. **ANTI-HUMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner_____ Contractor_____

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

Print Name: Eileen Valdes

Print Name:

OWNER
AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

By:
Name: Rosa Edelstein Schechter
Title: Vice Chair
Dated: 3/10/2026

Print Name: Rosey Asensio

Print Name:

CONTRACTOR
ARAZOZA BROTHERS, CORP, a Florida corporation

By:
Name: Eduardo Arazoza
Title: Vice President of Sales

Dated: 3/9/26

Owner_____ Contractor_____

ATTACHMENT "A"
SCOPE OF WORK

Provide all labor, material, tools, staging, licenses, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

Qualifications: Irrigation * Irrigation proposal is based upon drawings IR-1 through IR-12 last dated 6/23/2025 by Parker Yannette. * Electrical drop and power hook-up fees for pump stations and controllers is not included in proposal. * Trenching through/boring under existing paving/asphalt, or coring through existing concrete, are not included in proposal. * Water meter, deposit tapping services, service charges, and/or capital or impact fees are not included in proposal. * SFWMD fees are not included in proposal. * Pipe hanging is not included in proposal. * All sleeves are to be open cut; no bores are included in proposal. * No consideration was given to the condition of any existing system herein. * Irrigation permit fee is not included in proposal. * 'Flowable Fill' (if needed) is not included in proposal. * Irrigation well is not included in proposal. * High voltage work is not included in proposal. * Irrigation proposal is strictly budgetary and subject to change based on phasing plan. General * Any item not specifically listed is excluded from proposal. * Bond is not included in proposal; if required add 1.5%. * MOT is not included in proposal, unless specifically detailed. * This proposal shall be valid for ninety (90) days from date of issue. * Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.

Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary inspections, and work required to certify the Work to the permitting agencies.

ATTACHMENT "B"
SCHEDULE OF VALUE

Schedule of Values:

- A -	- B -	-C1-
ITEM NO.	Description of Work	ORIGINAL SCHEDULED VALUE
	First Draw-25% Mobilization	$31,129.50
	Second Draw-50% Install	$62,259.00
	Third Draw-15% Install	$18,677.70
	Fourth Draw-10% Final install	$12,451.80
	GRAND TOTAL	124,518.00

ATTACHMENT "C"

PLANS AND SPECIFICATIONS

* Irrigation proposal is based upon drawings IR-1 through IR-12 last dated 6/23/2025 by Parker Yannette.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to it paid by Seacoast Utility Authority, (hereinafter referred to as Authority), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto Authority, its successors and assigns, all those certain goods and chattels described as follows:

> Potable water lines and sanitary sewage collection lines and/or lift stations and related facilities constructed within the right-of-way and/or property of AVENIR TOWN CENTER - AS RECORDED IN PLAT BOOK 135, PAGES 141-146, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA , which system is more completely described in the attached Exhibit "1 A" and/or "1 B".

TO HAVE AND TO HOLD the same unto Authority, its successors and assigns forever.

And the GRANTOR, for itself and its successors, hereby covenants to and with Authority, its successors, and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all liens and encumbrances, that is has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In addition, the GRANTOR hereby warrants said potable water systems and/or sanitary sewage collection systems and/or lift stations and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse Authority in full for reasonable and necessary repairs (as determined by Authority), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

GRANTOR: AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

By: _____

_____
Print Name

Title: _____

By: Virginia Cepero

Virginia Cepero
Print Name

Title: Chair

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization this 19th day of March, 2026, by Virginia Cepero of who is personally known to me or who has produced _____ as identification.

Notary Signature

Eileen Valdes Jimenez

Print Name
Notary Public – State of Florida
Commission No:
My Commission Expires:

EILEEN VALDES JIMENEZ
MY COMMISSION # HH 632534
EXPIRES: January 28, 2029

Project Name: Avenir Town Center Bypass Road

Exhibit "1 A"

Water System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Unit Price (2)	Extended Price
3,777	DIP CL350	8"	LF	$96.12	$363,045.24
103	DIP CL350	6"	LF	$57.80	$5,953.40

Fire Hydrant Assembly (3)			
Quantity (1)	Make	Unit Price (2)	Extended Price
8	AMERICAN FLOW CONTROL	$10,340.00	$82,720.00

Back Flow Devices		
	Reduce Pressure	Double Detector Check (Fireline)
Make		
Size		
Model		
Serial		
Price (2)		
Bldg Served		

(1) To include all main materials, valves, fittings, air release valve and manhole etc. up to either the corp stop/ meter (for domestic/ irrigation service or backflow device (fireline).
(2) Unit prices shall include all material and labor as installed
(3) Fire Hydrant assemblies shall include tee, valves, pipe and hydrant

Project Name: Avenir Town Center Bypass Road

Exhibit "1 B"

Sanitary Sewer System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Price	Unit Price (2)	Extended Price
355	SDR26 PVC	8"	LF		$111.61	$39,621.55
1150	C-900 PVC	8"	LF		$88.73	$102,039.50
Manholes						
11	AGRU	4'	EA		$11,682.27	$128,504.97
Force Main						
Lift Station Complete						

(1) To include all valves, fittings and air release valves.
(2) Unit Prices shall include all material and labor as installed.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 18th day of March, 2026 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **SPF UNDERGROUND UTILITIES, INC** , a Florida corporation**,** (herein called "Contractor") whose address is 1860 SW Fountainview Blvd, Suite 100, Port St. Lucie, FL 34986, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

Section 1. Contractor agrees to furnish all labor, materials, equipment, permit, etc. as needed to perform all Work described in section 2 hereof for:

Avenir CDD Pod 21 Lake Ridge Underground Utilities

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and Specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the Plans and Specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the

Owner_____ Contractor_____

Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **One Hundred Thirty-Five Thousand Nine Hundred Eighty and 66/100 Dollars ($135,980.66**) and subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" or the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

> **Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.**

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

> (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
> (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
> (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.

It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner

Owner_____ Contractor_____

reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

A. FAILURE TO PERFORM: Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the, Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.

B. INDEMNIFICATION: TO THE FULLEST EXTENT PERMITIED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD

Owner_____ Contractor_____

PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

C. INSURANCE**:** Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than $1,000,000 for bodily injury and property damage.

2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than $1,000,000 each accident/$1,000,000 disease-each employee/$1,000,000 disease-policy limit.

3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.

4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than $2,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than $1 million.

5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20

10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.

7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not

Owner_____ Contractor_____

submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.

9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.

10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.

11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.

D. TAXES**:** Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or

the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

E. CHANGES IN THE WORK: Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.

F. ASSIGNMENT: The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub--contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the letter shall expressly agree to this provision.

G. OSHA: The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.

H. GUARANTEE: The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes and will be of good

Owner_____ Contractor_____

quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

I. ARBITRATION**:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

J. CONTRACT CHANGES: No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

Owner_____ Contractor_____

K. DEFAULT AND TERMINATION: Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contact, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

L. COST INCREASES: Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

Owner_____ Contractor_____

M. LIMIT ON DAMAGES: Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for whim the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.

N. SEVERABILITY: If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.

O. NOTICES: Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner: **AVENIR COMMUNITY DEVELOPMENT DISTRICT**
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: Jason Pierman, District Manager

With Copy To: **BILLING COCHRAN, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner_____ Contractor_____

To Contractor: **SPF UNDERGROUND UTILITIES, INC.**
1860 SW Fountainview Blvd., Suite 100
Port St Lucie, FL 34986-4535
Attn: Gerald Jorge, President

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

P. PAYMENT AND PERFORMANCE BOND: The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is $200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

Q. SOVEREIGN IMMUNITY: The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of

sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

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

1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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

public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

(c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:**

SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: 561-630-4922
EMAIL: BBARBA@SDSINC.ORG

S. SCRUTINIZED COMPANY LIST:

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

T. E-VERIFY: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the

United Sates for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United Sates for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

U. NO PREFERENCES: Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

V. ANTI-HUMAN TRAFFICKING AFFIDAVIT: Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

OWNER
AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

_____

Print Name:_____

By:_____
Name: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated:_____

_____

Print Name:_____

CONTRACTOR
SPF UNDERGROUND UTILITIES, INC, a Florida corporation

_____

Print Name:_____

By:_____
Name: Gerald Jorge
Title: President

Dated:_____

_____

Print Name:_____

Owner_____ Contractor_____

ATTACHMENT "A"
SCOPE OF WORK

Provide all labor, material, tools, staging, licenses, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

PHASE 1 - WR 13741860 / FPL Main Run: Trench and backfill @ 36" for power; Install 2" conduit for power; Install 6" conduit for power; Install 17 Handhole; Install 24" handhole; Install 1PH TX Pad; Install 3PH TX Pads; Install Primary Slice Box 48"; Install Delta TX Pad; Install Switch Cabinets
PHASE 1 - WR 13741860 / Path Lighting Conduit: Trench and install Lighting @ 36"; Install 2" conduit for lighting; Install 17 Handhole
PHASE 1 - WR 13741860 / Streetlights& Bollards (Doesn't included running wire and terminations): Install and Build Lights bollard; Install and Build Lights Tenon Mount 14'-6" post; Install and Build Lights Tenon Mount 21 ft
Trench and install Lighting @ 36"

PHASE 2 - WR 13741868 / Path Lighting Conduit: Trench and install Lighting @ 36"Install 2" conduit for lighting; Install 17 Handhole
PHASE 2 - WR 13741868 / Streetlights & Bollards (Doesn't included running wire and termination): Install and Build Lights bollard; Install and Build Lights Tenon Mount 14'6"; Install and Build Lights Tenon Mount 21'

Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary inspections, and work required to certify the Work to the permitting agencies.

Owner_____ Contractor_____

ATTACHMENT "B"
SCHEDULE OF VALUE

Draw schedule:
Invoice monthly based upon work completed to date, with remaining balanced noted.

Owner_____ Contractor_____

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

FPL Work Request #13741860 Dated 12/9/2025, Designed by Juan Comptiz

FPL Work Request #13741867 Dated 12/29/25, Designed by Steven Critelli

FPL Work Request #13741868 Dated 12/29/25, Designed by Steven Critelli

FPL Work Request #13741871 Dated 12/30/25, Designed by Juan Comptiz

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 18th day of March, 2026 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **SPF UNDERGROUND UTILITIES, INC** , a Florida corporation**,** (herein called "Contractor") whose address is 1860 SW Fountainview Blvd, Suite 100, Port St. Lucie, FL 34986, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

Section 1. Contractor agrees to furnish all labor, materials, equipment, permit, etc. as needed to perform all Work described in section 2 hereof for:

Avenir CDD Pod 21 Lake Ridge Underground Utilities Backbone

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and Specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the Plans and Specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the

Owner_____ Contractor_____

Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Ninety-Eight Thousand Nine Hundred Seventy-Nine and 18/100 Dollars ($98,979.18**) and subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" or the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

> **Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.**

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

> (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
> (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
> (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.

It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner

Owner_____ Contractor_____

reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

A. FAILURE TO PERFORM: Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the, Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.

B. INDEMNIFICATION: TO THE FULLEST EXTENT PERMITIED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD

Owner_____ Contractor_____

PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

C. INSURANCE**:** Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than $1,000,000 for bodily injury and property damage.

2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than $1,000,000 each accident/$1,000,000 disease-each employee/$1,000,000 disease-policy limit.

3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.

4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than $2,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than $1 million.

5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20

10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.

7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not

Owner_____ Contractor_____

submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.

9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.

10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.

11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.

D. TAXES**:** Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or

the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

E. CHANGES IN THE WORK: Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.

F. ASSIGNMENT: The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub--contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the letter shall expressly agree to this provision.

G. OSHA: The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.

H. GUARANTEE: The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes and will be of good

Owner_____ Contractor_____

quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

I. ARBITRATION**:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

J. CONTRACT CHANGES: No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

Owner_____ Contractor_____

K. DEFAULT AND TERMINATION: Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contact, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

L. COST INCREASES: Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

Owner_____ Contractor_____

M. LIMIT ON DAMAGES: Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for whim the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.

N. SEVERABILITY: If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.

O. NOTICES: Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner: **AVENIR COMMUNITY DEVELOPMENT DISTRICT**
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: Jason Pierman, District Manager

With Copy To: **BILLING COCHRAN, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner_____ Contractor_____

To Contractor: **SPF UNDERGROUND UTILITIES, INC.**
1860 SW Fountainview Blvd., Suite 100
Port St Lucie, FL 34986-4535
Attn: Gerald Jorge, President

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

P. PAYMENT AND PERFORMANCE BOND: The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is $200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

Q. SOVEREIGN IMMUNITY: The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of

sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

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

1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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

public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

(c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:**

SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: 561-630-4922
EMAIL: BBARBA@SDSINC.ORG

S. SCRUTINIZED COMPANY LIST:

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

T. E-VERIFY: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the

United Sates for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United Sates for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

U. NO PREFERENCES: Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

V. ANTI-HUMAN TRAFFICKING AFFIDAVIT: Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner_____ Contractor_____

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

OWNER
AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

_____

Print Name:_____

By:_____
Name: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated:_____

_____

Print Name:_____

CONTRACTOR
SPF UNDERGROUND UTILITIES, INC, a Florida corporation

_____

Print Name:_____

By:_____
Name: Gerald Jorge
Title: President

Dated:_____

_____

Print Name:_____

Owner_____ Contractor_____

ATTACHMENT "A"
SCOPE OF WORK

Provide all labor, material, tools, staging, licenses, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

PHASE 1 - WR 13741860 / Backbone: Trench and backfill @ 36" for power; Install 2" conduit for power; Install 17 Handhole; Install 24" handhole; Install 1PH TX Pad; Install 3PH TX Pads

PHASE 2 - WR 13741868 / Backbone: Trench and backfill @ 36" for power; Install 2" conduit for power; Install 6" conduit for power; Install 17 Handhole; Install 24" handhole; Install 1PH TX Pad; Install Primary Slice Box 48"

Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary inspections, and work required to certify the Work to the permitting agencies.

Owner_____ Contractor_____

ATTACHMENT "B"
SCHEDULE OF VALUE

Draw schedule:
Invoice monthly based upon work completed to date, with remaining balanced noted.

Owner_____ Contractor_____

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

FPL Work Request #13741860 Dated 12/9/2025, Designed by Juan Comptiz

FPL Work Request #13741867 Dated 12/29/25, Designed by Steven Critelli

FPL Work Request #13741868 Dated 12/29/25, Designed by Steven Critelli

FPL Work Request #13741871 Dated 12/30/25, Designed by Juan Comptiz

Return To:

Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, Fl 33410

EASEMENT DEED

THIS EASEMENT DEED made and entered into this _____ day of March, 2026 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes** (hereinafter referred to as "Grantor") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **Seacoast Utility Authority** (hereinafter referred to as "Grantee") whose address is 4200 Hood Road, Palm Beach Gardens, Florida, 33410.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual non-exclusive utility easement which shall permit the Grantee to enter upon the property herein described at any time to install, operate, maintain and service water and sewer lines and appurtenant facilities (the "Improvements") in, on, over, under and across the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO
AND MADE A PART HEREOF

Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises without Grantee's prior written consent, which will not be unreasonably withheld. Neither Grantor, nor any other person claiming an interest through Grantor, shall interfere with Grantee's utilization and enjoyment of the easement, including the construction, preservation, maintenance or replacement of Grantee's Improvements. Further, Grantor or any other person claiming an interest through Grantor, shall remove any structure, obstruction, improvement or impediment which, at any time, interferes with Grantee's utilization and enjoyment of this easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of any mortgages that are prior in right and dignity to this Easement Deed. Furthermore, Grantor covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the easement.

This Easement Deed, and the covenants contained herein, shall be deemed covenants running with the land, and shall be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Signed, sealed and delivered in the presence of:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

_____

_____
Witness #1 Address

_____
Witness #2 Signature

_____
Witness #2 Printed Name

_____

_____
Witness #2 Address

GRANTOR:

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

By:_____

Virginia Cepero, Chairperson
Board of Supervisors

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this _____day of March, 2026, by **Virginia Cepero**, as **Chairperson** of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes**, on behalf of the district, of who is personally known to me or who has produced _____ as identification.

_____
Notary Signature

_____
Print Name
Notary Public - State
Commission No:
My Commission Expires:

MORTGAGEE JOINDER AND CONSENT

The undersigned Mortgagee does hereby join in and consent to the granting of this Easement Deed across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book _____, Page _____, of the Public Records of Palm Beach County, Florida shall be subordinated to this Easement Deed.

IN WITNESS WHEREOF, _____ has caused these presents to be executed in its name this _____ day of _____, 20___.

WITNESSES:

Signed sealed and delivered
in the presence of:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

_____

_____
Witness #1 Address

_____
Witness #2 Signature

_____
Witness #2 Printed Name

_____

_____
Witness #2 Address

LENDING INSTITUTION

By:_____

Signature

_____

Print Name, Title

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this _____ day of _____, 20____, by _____ _____ of who is personally known to me or who has produced _____ _____ as identification.

_____
Notary Signature

_____
Print Name
Notary Public - State
Commission No:
My Commission Expires:

JOINDER AND CONSENT

AV BROADBAND, LLC, a Florida limited liability company, which is the holder of that certain Blanket Communication Easement Agreement recorded in Official Records Book _____, Page _____ of the Public Records of Palm Beach County, Florida (as amended, the "AV Broadband Easement"), does hereby join in and consent to the Easement Deed from **AVENIR COMMUNITY DEVELOPMENT DISTRICT, LLC, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes to SEACOAST UTILITY AUTHORITY** (the "SUA Easement") to which this Joinder and Consent is attached, and agrees that the AV Broadband Easement shall be subordinated to the SUA Easement.

IN WITNESS WHEREOF, _____ has caused these presents to be executed in its name this _____ day of March, 2026.

WITNESSES:

AV BROADBAND, LLC, a Florida limited liability company

Signed sealed and delivered
in the presence of:

By: _____
Name:
Title:

_____
Witness Signature

_____
Print Name

_____
Witness Signature

_____
Print Name

STATE OF FLORIDA)
) ss
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of March, 2026, by _____, as _____ of AV BROADBAND, LLC, a Florida limited liability company, on behalf of such company. The above-named individual is ☒ personally known to me or ☐ has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this _____ day of March, 2026.

_____
Notary Public
(Notary Seal)
Print Name: _____
State of Florida
My Commission No: _____
My Commission expires: _____

EXHIBIT "A"

DESCRIPTION:

A PORTION OF TRACT RW1, AVENIR – POD 10, AS RECORDED IN PLAT BOOK 138, PAGE 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT RW1, THENCE ALONG THE WEST LINE OF SAID TRACT RW1 ON A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00° 15' 22", HAVING A RADIUS OF 4080.00 FEET, HAVING AN ARC DISTANCE OF 18.24 FEET, WHOSE CHORD BEARS N16°25'10"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00° 08' 26", HAVING A RADIUS OF 4080.00 FEET, HAVING AN ARC DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 73°50'51" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST LINE OF SAID TRACT RW1, BEING A POINT ON A NON–TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00° 08' 31", HAVING A RADIUS OF 4040.00 FEET, HAVING AN ARC DISTANCE OF 10.00 FEET, AND WHOSE CHORD BEARS SOUTH 16° 13' 19" EAST FOR A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 73°50'51" WEST, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF SAID TRACT RW1 AND THE POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET, 0.0092 ACRES, MORE OR LESS.

SAID LANDS LYING IN THE CITY OF PALM BEACH GARDENS, FLORIDA.

SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS–OF–WAY OF RECORD.

NOTES:

1. SKETCH OF DESCRIPTIONS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SKETCH OF DESCRIPTIONS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF SOUTH 73°14'31" WEST ALONG THE NORTH LINE OF TRACT O–7, AVENIR – POD 10, AS RECORDED IN PLAT BOOK 138, PAGE 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MARCH 4, 2026. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J–17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

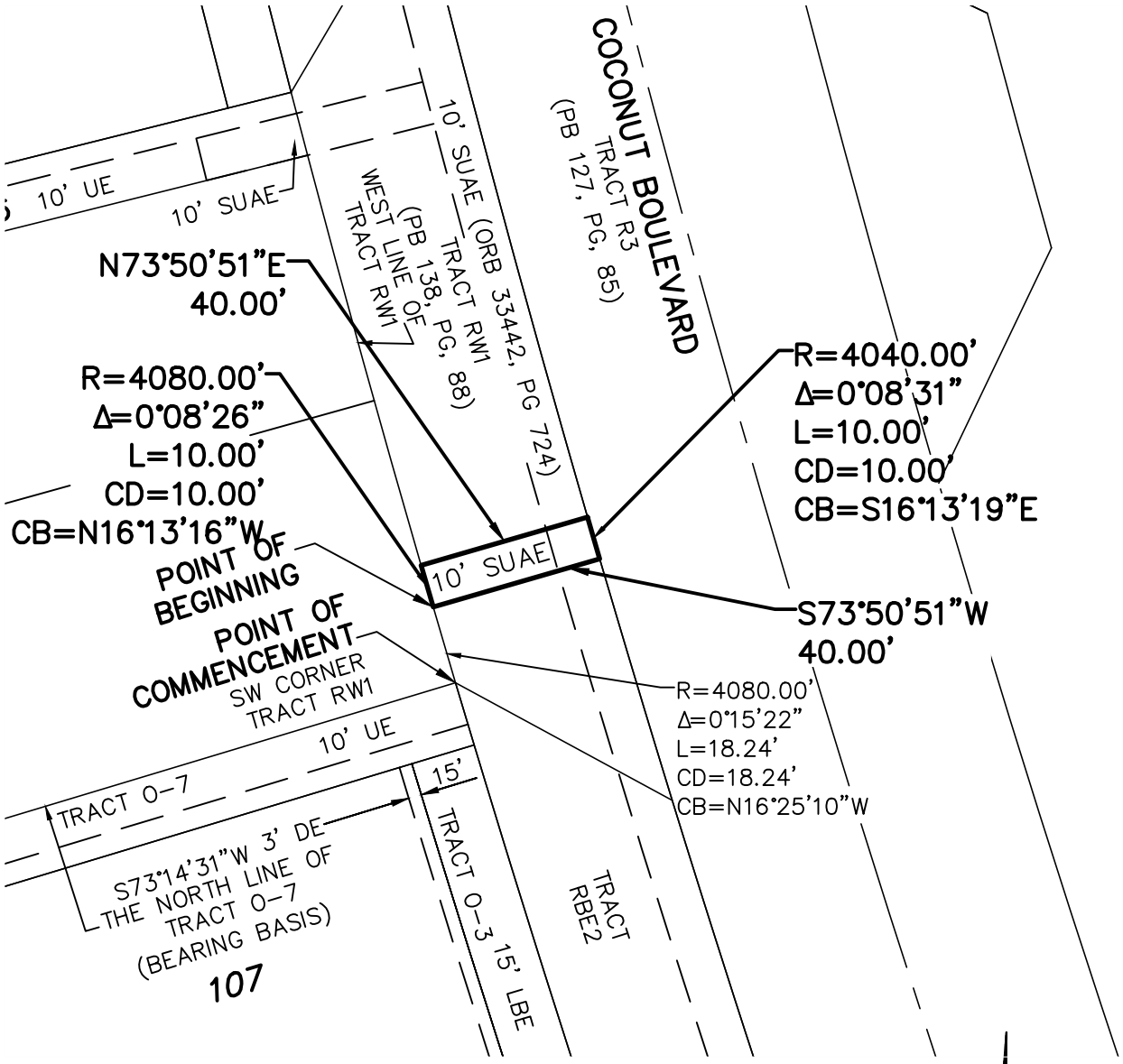
SHEET 1 OF 2

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)–392–1991

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	3/4/2026
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

POD 10
SEACOAST UTILITY AUTHORITY EASEMENT NO. 1
SKETCH OF DESCRIPTION



LEGEND:

CB – CHORD BEARING
CD – CHORD DISTANCE
L – LENGTH
PB – PLAT BOOK
PG – PAGE
Δ – DELTA (CENTRAL) ANGLE
R – RADIUS
SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
UE – UTILITY EASEMENT

NORTH

GRAPHIC SCALE

0 20 40

(IN FEET)
1 INCH = 40 FT.

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991

DATE	3/4/2026
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

POD 10
SEACOAST UTILITY AUTHORITY EASEMENT NO. 1
SKETCH OF DESCRIPTION

EXHIBIT "A"

DESCRIPTION:

A PORTION OF TRACT RW2, AVENIR – POD 10, AS RECORDED IN PLAT BOOK 138, PAGE 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT RW2, THENCE ALONG THE WEST LINE OF SAID TRACT RW2 ON A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00° 04' 38", HAVING A RADIUS OF 4080.00 FEET, HAVING AN ARC DISTANCE OF 5.50 FEET, WHOSE CHORD BEARS S04°55'00"E, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, NORTH 85°07'19" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST LINE OF SAID TRACT RW2, BEING A POINT ON A NON–TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00° 08' 31", HAVING A RADIUS OF 4040.00 FEET, HAVING AN ARC DISTANCE OF 10.00 FEET, AND WHOSE CHORD BEARS SOUTH 05° 01' 37" EAST FOR A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 85°07'19" WEST, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF SAID TRACT RW2, BEING A POINT ON A NON–TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00° 08' 26", HAVING A RADIUS OF 4080.00 FEET, HAVING AN ARC DISTANCE OF 10.00 FEET, WHOSE CHORD BEARS NORTH 05° 01' 32" WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET, 0.0092 ACRES, MORE OR LESS.

SAID LANDS LYING IN THE CITY OF PALM BEACH GARDENS, FLORIDA.

SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS–OF–WAY OF RECORD.

NOTES:

1. SKETCH OF DESCRIPTIONS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SKETCH OF DESCRIPTIONS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF SOUTH 85°07'19" WEST ALONG THE NORTH LINE OF TRACT O–4, AVENIR – POD 10, AS RECORDED IN PLAT BOOK 138, PAGE 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

CERTIFICATE:

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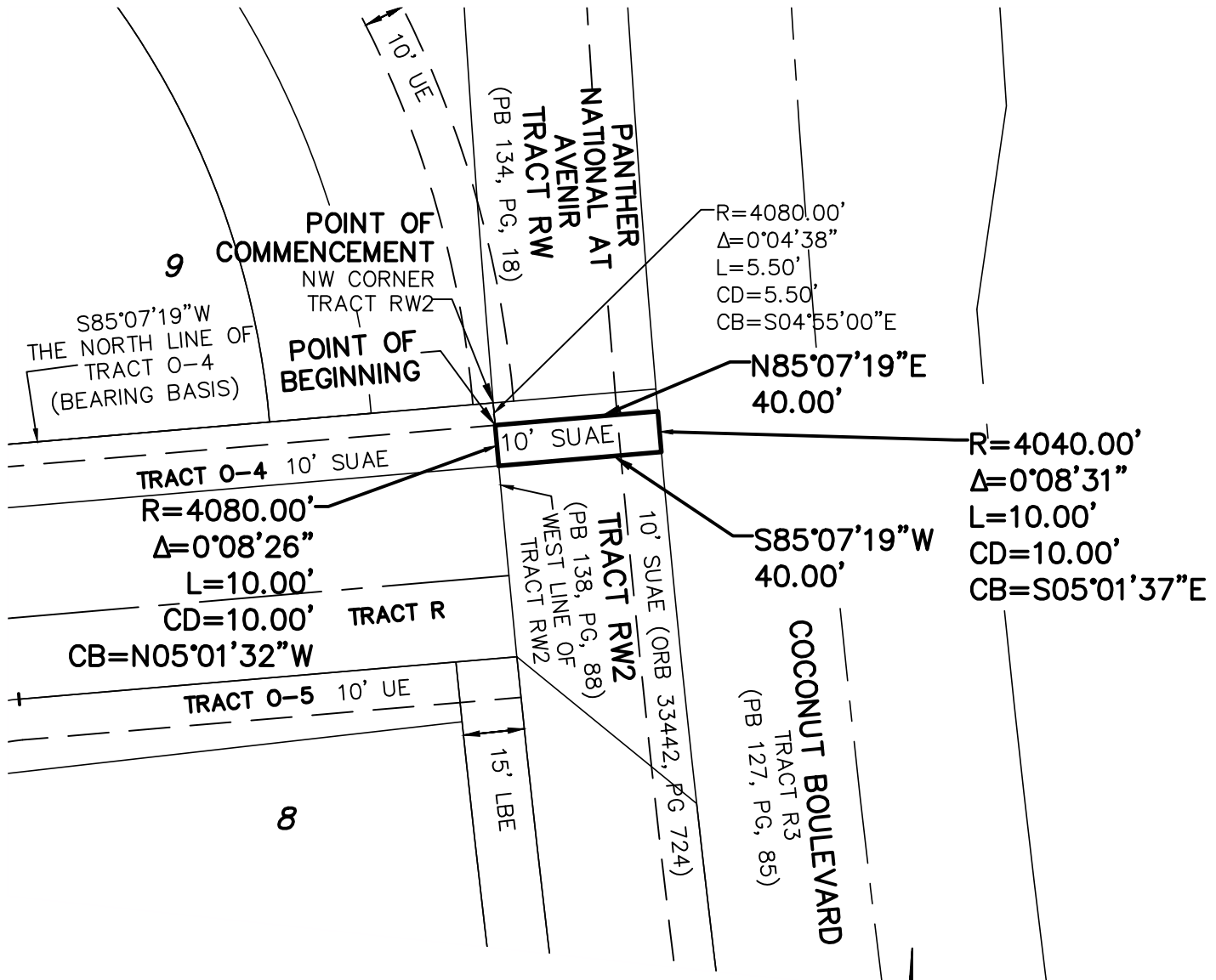
SHEET 1 OF 2

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)–392–1991

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	3/4/2026
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

POD 10
SEACOAST UTILITY AUTHORITY EASEMENT NO. 2
SKETCH OF DESCRIPTION



LEGEND:

CB – CHORD BEARING
CD – CHORD DISTANCE
L – LENGTH
PB – PLAT BOOK
PG – PAGE
Δ – DELTA (CENTRAL) ANGLE
R – RADIUS
SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
UE – UTILITY EASEMENT

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991

DATE	3/4/2026
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

POD 10
SEACOAST UTILITY AUTHORITY EASEMENT NO. 2
SKETCH OF DESCRIPTION

Monthly Managers Report
March 26, 2026

Date of Report: March 19, 2026 *Submitted by: George Klein*

- ***Completed Tasks***

  Approved and completed projects:
  - New cleaning company began work in the clubhouse
  - New General Manager Perry Baldwin in place
  - Windsock for pickleball installed

- ***Ongoing Tasks***

  Requested quotes on the following items:
  - Maintenance golf cart repair quote and new golf cart purchase
  - Working on signage for pickleball paddle system rules
  - Landscape projects approved and begun
  - Fence repaired on pickleball courts

- ***Future Items***

  - Look into upgrading badge/entry system to coincide with future growth of community
  - We need approval to repair the tennis court cart in the amount of $5,086.53 maximum or replace this cart at $9,559.70 less any Trade-in value. Also replace the EV tour cart with a Madjax E4 cart including a utility bed at $9.562.20 less any trade-in value.

Monthly Lifestyle Report
March 26, 2026

Date of Report: March 19, 2026 *Submitted by: Patrice Chiaramonte*

February–March 2026

February 19, 2026 – Food Truck Night

Approximately 60 attendees joined us for our Thursday night food truck event featuring That's Amore. The community continues to enjoy these relaxed, convenient pizza nights, providing a great opportunity for neighbors to gather and connect in a casual setting.

February 21, 2026 – Live Music: KISS Tribute Band

We welcomed approximately 50 attendees for an exciting KISS tribute band performance. Hosted in the poolside area, the event highlighted this space as an ideal venue for live entertainment. Guests enjoyed offerings from the Picnic Food Truck and an ice cream truck, contributing to a fun and vibrant atmosphere.

February 25, 2026 – ChatGPT Lecture
Approximately 20 patrons attended this informative lecture on ChatGPT, where they gained insights into its capabilities and practical uses. The session sparked engaging discussions and provided attendees with valuable knowledge on AI.

February 27th, 2026- Adult Gel Printing Class
This intimate workshop provided residents with a creative, hands-on experience. Led by Studio Five 6's professional art instructor, Kim, participants created unique artwork to take home. The class was well-received and fostered a sense of creativity and community engagement.

February 28, 2026 – Coffee & Friends
40 Residents gathered for a warm and welcoming Coffee & Friends event, creating the perfect setting for casual conversation and connection. This relaxed meet-up encouraged neighbors to build relationships, catch up, and enjoy a sense of community together.

March 5, 2026 – OMG Food Truck Night
With approximately 60 attendees, this food truck night was another success. Patrons especially enjoy taking their meals to the café pavilion area, where they can relax, dine, and socialize with neighbors in a welcoming environment.

March 8th, 2026 International Women's Day Shopping Event
This event drew over 100 attendees and showcased local businesses from Avenir, along with emerging Palm Beach County pop-up brands. It provided a valuable platform for community entrepreneurs to promote their businesses while connecting with residents. Offerings included beauty services and a variety of unique products, making it a vibrant and engaging experience for all.

March 11, 2026 – Challah Baking Class
Over 20 attendees participated in this engaging and educational class, where they learned about the history and traditions of challah bread, along with hands-on baking techniques. Participants enjoyed taking home their freshly made creations, making this a meaningful and memorable experience that fostered community connection and bonding.

March 12, 2026 – Royal Palm Ice Cream
Over 50 Patrons enjoyed a sweet evening with Royal Palm Ice Cream, stopping by between 5–8 PM to indulge in a variety of delicious treats. The event offered a fun and relaxed atmosphere, giving neighbors another great opportunity to gather, socialize, and enjoy a refreshing dessert together.

Field Operations Manager Report

Date Submitted: 3\19\2026 *Submitted by: Jorge Rodriquez*

Completed Tasks

- **Annual Health Department Public Pool and bathing place inspection report completed.**
- **Touch up pain inside the entire club house completed.**
- **All carpers inside the club house have been clean.**
- **The playground by the tennis courts and pool deck have been pressure washed completely.**
- **The entire pool deck has been pressure washed.**
- **The entry of the clubhouse and the back pavilions have been pressured cleaned.**
- **The preventative maintenance of the lights inside the clubhouse has been completed.**
- **The repairs and the reinstallation of the tennis and pickleball courts' screens are completed.**
- **The pickleballs courts, entry floor, benches and canopies have been pressure cleaned.**
- **The jets filters and units on the main pool have been cleaned and replaced.**
- **All the pools and fountains filters have been cleaned.**
- **Splash Pad floor pressure washed.**
- **All the equipment in the gym and aerobic room has been tithed up and secure.**
- **The preventative maintenance of the two playgrounds is completed.**

Weekly Projects

- **All garbage cans outside the club house on Avenir drive, Coconut and Panter national sidewalks have been picked up every week.**
- **All garbage cans inside the tennis courts and the pickleball courts have been picked up weekly.**
- **All outside and inside lights fixtures have been inspected weekly.**
- **6 Clay Tennis Courts have been raked and rolled three times every week.**
- **All 8 hard floor Tennis Courts and pickleball courts have been blown daily to clean debris.**
- **The entire Club House and playgrounds have been blown daily.**
- **The spider webs around the Club House and the Playgrounds have been cleaned weekly.**
- **The playgrounds equipment has been pressure-washed every two weeks.**
- **All pools, splash pads, spa, and fountains have been maintained daily.**
- **All the equipment on both playgrounds has been tightened and adjusted ones a month.**
- **All fans and pavilions have been cleaned weekly.**
- **All the outside recessed lighting covers have been removed and cleaned, removing all bugs and webs every two weeks.**

Current and Ongoing Project

- **We are waiting for the delivery of a new 3'x10' black screen for the pickleballs court foot fence to prevent the balls going through the fence and debris getting in too.**
- **Finish mounting the Pickleball Paddle steel racks in the pickleball courts.**
- **Finish the repairs and replacement of all the tree lights around the club house that are broken or malfunctioning.**

- **The Installation of all the shelves and the portable Air Conditioner inside the new maintenance shed still in progress.**

- **We are waiting on a delivery of a digital timer that needs to be replaced at the Avenir east side fountain that controls the fixtures pump.**

AVENIR
PALM BEACH GARDENS

SOUTH FLORIDA GOLF CARTS
160 NW 24th St
Boca Raton, FL 33431 US
southfloridagolfcarts@gmail.com

INVOICE

BILL TO
Jorge Rodriguez
12255 Avenir Dr
Palm Beach Gardens, Florida
33412

INVOICE	PI-13001
DATE	03/11/2026
TERMS	Due on receipt
DUE DATE	03/11/2026

SKU	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Golf Cart	2022 Club Car Tempo NEW 2026 Trojan Batteries NEW Cargo Box USB Ports ERIC Smart Charger	1	8,995.00	8,995.00 T
	Deluxe LED Headlight & Taillight Kit for Club Car Tempo/Onward 18-UP		1		0.00T
	Golf Cart Delivery	FREE DELIVERY	1	0.00	0.00

We accept the following payment methods: Credit card in person or online - (which there's a small credit card processing fee) We also accept Cash, Checks, Venmo, Paypal and Zelle.
Thank you for your business!

SUBTOTAL	8,995.00
TAX	564.70
TOTAL	9,559.70
BALANCE DUE	**$9,559.70**

Pay invoice

Beachside Golf Cars - Florida

Sales@BeachsideGolfCars.com
www.BeachsideGolfCars.com

Quote

ADDRESS
Vesta Property Services

SHIP TO
Vesta Property Services

QUOTE #	DATE	
15558	03/10/2026	

SALESPERSON
Devin DeCavalcanti

SHOWROOM LOCATION
Ft. Lauderdale - (754) 206-2203 - 1116 W Broward Blvd,
Fort Lauderdale, FL 33312

DATE	PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Madjax E4 Lifted	(2025) Madjax E4 Lifted (Color) Bodies (Color) Seats LED Lighting 7" Display GTW Tires & Wheels Eco Battery Lithium Lift Kit 2 Year Bumper to Bumper Warranty 8 Year Battery Warranty SN:	1	8,495.00	8,495.00T
	Sales	Add utility bed	1	500.00	500.00T

SUBTOTAL	8,995.00
TAX	567.20
TOTAL	**$9,562.20**

Accepted By

Accepted Date

Customer Signature:

_____

Payment due in full at purchase unless stated otherwise. Deposits are non-refundable. Used units sold AS-IS, WHERE-IS, with no warranties expressed or implied. All sales final. No returns or cancellations. Seller not liable for damages or delays due to parts, manufacturers, or third parties. Governing law is the state of the selling location.

Advantage Golf Cars, LLC

3330 45th Street
West Palm Beach, FL 33407
Ph: 561-253-6800

Quotation

Date	Quote #
3/20/2026	209070

BILL TO:

DUPLICATE BEFORE USING

SHIP TO:

		Terms	P.O. No.	Rep	FOB
	e				
#	FAX	COD		PB-PB	

Qty	Description	Cost	Total
2	2022 Pre-Owned Club Car Tempo 2 Passenger WITH LITHIUM	7,000.00	14,000.00T
	INCLUDED:		
2	NEW-Canopy top BLACK		0.00T
	NEW-body PEARL MIST GREY		
	NEW windshield- clear		
	STANDARD STANDARD SEATS		
	LED LIGHTS FRONT ,REAR AND BRAKE LIGHTS		
	CHARGE METER, USB		
	NEW 10INCH MERCURY WHEELS		
	30 DAY WARRANTY ON THE CART-AGC		
	NEW QLANDER LITHIUM BATTERY		
	8 year lithium limited warranty		
	30 day warranty on cart		
2	CARGO BOX WITH MOUNTING KIT - HEAVY DUTY THERMOPLASTIC CARGO BOX **DOES NOT INCLUDE HD LEAF SPRINGS	600.00	1,200.00T
8	STATE OF FLA TIRE WASTE FEE	1.00	8.00T
1	DELIVERY	65.00	65.00T
	ESTIMATED TIMEFRAME IS 4 TO 6 WEEKS WITH IN STOCK AVAILABILITY		
	CUSTOM ORDERS OR NOT IN STOCK ITEMS MAY TAKE LONGER (CARS, ENCLOSURES, CUSTOM SEATS ETC.)		
	ALL TIMEFRAMES ARE DEPENDANT ON VENDOR/ MANUFACTURE DELAYS		
	PAYMENT OPTIONS:		
	CHECK, CASH, WIRE TRANSFER, ONLY UP TO $5,000 ON CREDIT CARD		
	CREDIT CARD PAYMENTS WILL INCUR A 3.75% PROCESSING FEE		
	FULL PAYMENT IS DUE BEFORE OR AT DELIVERY NO EXCEPTIONS		

Payment Policy: Terms are COD without an established NET-10/30 Account. Past Due Invoices are subject to a 1.5% Monthly Finance Charge, Legal and Collection Fees. All Returns/Cancellations are subject to a 10% restocking fee. Returned checks are assessed a $30.00 fee. Maximum Credit Card purchase is $ 5,000.00, with balance by cash, wire transfer, or check. All credit/debit card transactions are subject to a 3% merchant fee. To avoid this fee, please remit payment via cash, ACH/Wire, or check.

Subtotal	$15,273.00
Sales Tax (0.0%)	$0.00
Total	$15,273.00

This Quotation is valid for 30-Days or while supplies last. Upon approval, please sign and return.

PRINT:_____ SIGN:_____ DATE: _____

Advantage Golf Cars, LLC

3330 45th Street
West Palm Beach, FL 33407
Ph: 561-253-6800

Quotation

Date	Quote #
3/20/2026	209071

BILL TO:

SHIP TO:

		Terms	P.O. No.	Rep	FOB
	e				
#	FAX	COD		PB-PB	

Qty	Description	Cost	Total
2	2026 Club Car Onward 2 Passenger 48V Electric Vehicle.	9,464.00	18,928.00T
	*MSRP $9,964		
	Sales Price includes a Rebate of -$500		
	INCLUDED:		
2	BODY COLOR OPTION- SIGNATURE SILVER		0.00T
2	CANOPY TOP- BLACK		0.00T
	STANDARD SEATS- BLACK		0.00
2	HINGED WINDSHIELD- TINTED OR CLEAR		0.00T
	LED HEADLIGHTS AND BRAKE AND TAIL LIGHTS		
	WIRELESS PHONE CHARGER, HORN, TURN SIGNAL, 2 CUP HOLDERS		
	CHARGER		
	10" MERCURY WHEELS		
	CHARGE DISPLAY METER		
	TOP GLOVE BOX		
	ELECTRIC BRAKING SYSTEM		
	** LIMITED 3YR MANUFACTURE VEHICLE WARRANTY		
	** LIMITED 3YR MANUFACTURE BATTERY WARRANTY		
2	CARGO BOX WITH MOUNTING KIT - HEAVY DUTY THERMOPLASTIC CARGO BOX **DOES NOT INCLUDE HD LEAF SPRINGS	600.00	1,200.00T
8	STATE OF FLA TIRE WASTE FEE	1.00	8.00T
1	DELIVERY	65.00	65.00T
	ESTIMATED TIMEFRAME IS 2 TO 5 WEEKS WITH IN STOCK AVAILABILITY		
	CUSTOM ORDERS OR NOT IN STOCK ITEMS MAY TAKE LONGER (CARS, ENCLOSURES, CUSTOM SEATS ETC.)		
	ALL TIMEFRAMES ARE DEPENDANT ON VENDOR/ MANUFACTURE DELAYS		

Payment Policy: Terms are COD without an established NET-10/30 Account. Past Due Invoices are subject to a 1.5% Monthly Finance Charge, Legal and Collection Fees. All Returns/Cancellations are subject to a 10% restocking fee. Returned checks are assessed a $30.00 fee. Maximum Credit Card purchase is $ 5,000.00, with balance by cash, wire transfer, or check. All credit/debit card transactions are subject to a 3% merchant fee. To avoid this fee, please remit payment via cash, ACH/Wire, or check.

Subtotal	
Sales Tax (0.0%)	
Total	

This Quotation is valid for 30-Days or while supplies last. Upon approval, please sign and return.

PRINT:_____ SIGN: _____ DATE: _____

Advantage Golf Cars, LLC

3330 45th Street
West Palm Beach, FL 33407
Ph: 561-253-6800

Quotation

Date	Quote #
3/20/2026	209071

BILL TO:

SHIP TO:

		Terms	P.O. No.	Rep	FOB
	e				
#	FAX	COD		PB-PB	

Qty	Description	Cost	Total
	PAYMENT OPTIONS: CHECK, CASH, WIRE TRANSFER, ONLY UP TO $5,000 ON CREDIT CARD CREDIT CARD PAYMENTS WILL INCUR A 3.75% PROCESSING FEE FULL PAYMENT IS DUE BEFORE OR AT DELIVERY NO EXCEPTIONS		

Payment Policy: Terms are COD without an established NET-10/30 Account. Past Due Invoices are subject to a 1.5% Monthly Finance Charge, Legal and Collection Fees. All Returns/Cancellations are subject to a 10% restocking fee. Returned checks are assessed a $30.00 fee. Maximum Credit Card purchase is $ 5,000.00, with balance by cash, wire transfer, or check. All credit/debit card transactions are subject to a 3% merchant fee. To avoid this fee, please remit payment via cash, ACH/Wire, or check.

Subtotal	$20,201.00
Sales Tax (0.0%)	$0.00
Total	$20,201.00

This Quotation is valid for 30-Days or while supplies last. Upon approval, please sign and return.

PRINT:_____ SIGN: _____ DATE: _____

SOUTH FLORIDA GOLF CARTS
160 NW 24th St
Boca Raton, FL 33431 US
southfloridagolfcarts@gmail.com

INVOICE

BILL TO
Jorge Rodriguez
12255 Avenir Dr
Palm Beach Gardens, Florida
33412

INVOICE	PI-13001
DATE	03/11/2026
TERMS	Due on receipt
DUE DATE	03/11/2026

SKU	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Golf Cart	2022 Club Car Tempo NEW 2026 Trojan Batteries NEW Cargo Box USB Ports ERIC Smart Charger	1	8,995.00	8,995.00 T
	Deluxe LED Headlight & Taillight Kit for Club Car Tempo/Onward 18-UP		1		0.00T
	Golf Cart Delivery	FREE DELIVERY	1	0.00	0.00

We accept the following payment methods: Credit card in person or online - (which there's a small credit card processing fee) We also accept Cash, Checks, Venmo, Paypal and Zelle.
Thank you for your business!

SUBTOTAL	8,995.00
TAX	564.70
TOTAL	9,559.70
BALANCE DUE	**$9,559.70**

Pay invoice

SOUTH FLORIDA GOLF CARTS
160 NW 24th St
Boca Raton, FL 33431 US
southfloridagolfcarts@gmail.com

INVOICE

BILL TO
Jorge Rodriguez
12255 Avenir Dr
Palm Beach Gardens, Florida
33412

INVOICE	PI-13020
DATE	03/19/2026
TERMS	Due on receipt
DUE DATE	03/19/2026

SKU	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Golf Cart	2022 Club Car Tempo NEW 2026 Trojan Batteries NEW Cargo Box USB Ports ERIC Smart Charger	1	8,995.00	8,995.00 T
	Deluxe LED Headlight & Taillight Kit for Club Car Tempo/Onward 18-UP		1		0.00T
	Golf Cart Delivery	FREE DELIVERY	1	0.00	0.00

SUBTOTAL	8,995.00
TAX	564.70
TOTAL	9,559.70
BALANCE DUE	**$9,559.70**

Pay invoice

H & J Contracting, Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	**Contact:**	Megan Bowden
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Repairs Clubhouse Header CO	**Bid Number:**	Proposal
Project Location:		**Bid Date:**	03/18/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Mobilization	1.00	LS	$0.00	$0.00
	105	Clubhouse Header	160.00	LF	$90.00	$14,400.00

Total Bid Price: $14,400.00

Notes:

- Prices quoted are based on completing all items in a continuous operation. Should a portion be deleted or suspended, prices quoted are subject to revision. A reasonable re-mobilization charge will be made for each additional move-in required by Customer.
- Should customer require any additional work, not specifically covered by this proposal, such additional work shall be performed at the direction of customer's representation on an equipment rental, time and material basis, in accordance with H & J Contracting's published equipment rates.
- Unless otherwise indicated, in writing, this quotation expires thirty days from the date of quote. At the sole option of H & J Contracting, this quotation may be extended for additional period of time.
- The prices quoted herein include1 mobilization(s). Additonal mobilizations will be billed at $1,500.00 ea.
- Final quantities to be determined by field measurements.

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**H & J Contracting, Inc.**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Jeremy Rury

From: Michael J. Pawelczyk
To: Jason Pierman
Cc: Megan Bowden
Subject: RE: Avenir - Restaurant Lease
Date: Tuesday, March 24, 2026 1:04:26 PM
Attachments: image001.png

Jason:

This is in response to your email of March 23, 2026, requesting review of several proposed changes to the form of Restaurant Lease. Please note that I did not review the remainder of the lease only those provisions you pointed out in your email below. If the Board does decide to move forward with this lessee, we will need to review the legal form of the entirety of the lease. However, I wanted to make sure that the Board is moving forward before spending significant legal time on this time. I address your comments below:

1.12 I suggest you point this out to the Board of Supervisors, as this is a business decision they will have to make. It is my understanding from previous conversations that took place at the Board meeting that a liquor license would be a required item.

3.4 (d) You are correct that the added language does not necessarily align with the Sunshine Law and Florida Public Records Law. If the lessee wants to point out the statutory exemptions for the items he references, those could be included in the lease. However, items such as recipes and similar cooking techniques would not be a public record unless the lessee creates the record and distributes it to the District Manager, Board of Supervisors or other District officials.

4.1 This would be a Board decision as to whether or not the District wants to let the lessee decide if he wants to renew the lease. I recommend this be a mutual decision of the lessor and the lessee.

4.4 No objection as to legal form.

6.0 If the financials are not used in calculating rent or costs, it would be up to the Board as to whether or not to include these items. I would think that this information would be particularly helpful in lease negotiations for renewal terms or for additional improvements made to the restaurant.

17.1 The striking of this entire section is not approved by District Counsel. The lessee needs to be responsible for lessee's acts of omissions and negligence.

17.2 (b) This is a Board and District Manager decision as to whether excess liability insurance should be required under this lease. You may want to seek out recommendations from the District's insurance provider.

21.1 (c) No objection as to the legal form. This is a Board and Manager decision.

Should you have any questions or wish to discuss the above further, please do not hesitate to contact me.

Michael J. Pawelczyk, Esq.

BILLING COCHRAN

Billing Cochran, P.A.
515 East Las Olas Boulevard | Suite 600
Fort Lauderdale, FL 33301
Phone: 954-764-7150 | Fax: 954-764-0917
E-mail: mpawelczyk@billingcochran.com
Website: www.billingcochran.com

CONFIDENTIALITY NOTICE: This electronic message is intended to be viewed only by the individual or entity to whom it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without our prior permission. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, or if you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer and email system.

From: Jason Pierman <JPierman@sdsinc.org>
Sent: Monday, March 23, 2026 10:22 AM
To: Michael J. Pawelczyk <mjp@bclmr.com>
Cc: Megan Bowden <mbowden@sdsinc.org>
Subject: FW: Avenir

Mike,

Attached is the latest from Chef Ardit. A few of his changes pop out (below). Please take a look and let me know your thoughts.

1.12 – Obtaining a liquor license is at his discretion
3.4 (d) – Not sure if the added language aligns with Sunshine provisions.
4.1 – Says negotiations shall bind the District.
4.4 – 90-day termination – I had 30.
6.0 – Entire section was struck out… not sure it matters.

17.1 – Large section struck out.
17.2(b) – Struck out excess liability insurance.
21.1(c) – Changed the closing provision back to 14 days.

Thank you,

Jason Pierman
Vice President
Special District Services, Inc.
(561) 630-4922
www.sdsinc.org

NOTE: Under Florida Law, e-mail addresses sent to this office are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

BOARD MEMBERS: Please do not "Reply All" to this email, as it may be deemed a violation of the Sunshine law. Please reply only to the management office.

From: Ardit Kacorri <ardit9@yahoo.gr>
Sent: Saturday, March 21, 2026 8:57 AM
To: Jason Pierman <JPierman@sdsinc.org>
Subject: Re: Avenir

Hello Jason,

I hope you are doing well.

I am sending over the latest updates in the same document we have both been working from. My attorney has made a few minor revisions for your review. Please find attached the updated, commented, and amended versions for your consideration.

I hope we are now aligned and can move toward finalizing the agreement.

Thank you, and I look forward to your feedback.

Best regards,
Ardit

Στις Τρίτη 17 Μαρτίου 2026 στις 03:41:27 μ.μ. EET, ο/η Jason Pierman <jpierman@sdsinc.org> έγραψε:

RESTAURANT LEASE AGREEMENT

BY AND BETWEEN

AVENIR COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special purpose
government established pursuant
to Chapter 190, Florida Statutes,
as District,

AND

_____, as
Lessee

LOCATION:

Avenir Clubhouse
12255 Avenir Drive
Palm Beach Gardens, FL 33412

RESTAURANT LEASE AGREEMENT

THIS RESTAURANT LEASE AGREEMENT (hereinafter the "Lease" or the "Agreement") is made and entered into this _____ day of _____, 2026, by and between:

> **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Palm Beach Gardens, Palm Beach County, Florida, and whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"), and
>
> _____, a Florida _____, whose principal address is _____ (the "Lessee").

ARTICLE I. GENERAL LEASE PROVISIONS

The terms and conditions contained in this Article I set forth certain basic terms of the Lease and the definition of certain terms used in the Lease.

1.1 Premises. That certain restaurant space (commonly referred to as the "Restaurant") within the Avenir Clubhouse (the entire clubhouse building and appurtenant areas are referred to herein collectively as the "Facility") located at 12255 Avenir Drive, Palm Beach Gardens, FL 33412, containing approximately ____ gross square feet of interior floor area and the _____, depicted on Exhibit A attached hereto (the "Premises").

Lessee shall also have non-exclusive rights (except as limited herein) for providing food and beverage service to banquet rooms at the Facility (the "Banquet Rooms") and other areas of the Facility. Except as provided herein, the terms of this Lease apply to the Premises (inclusive of the adjacent patio area), the Banquet Rooms and other areas of the Facility for the specified purpose of providing food and beverage service to these areas.

1.2 Commencement Date and Opening Date: For the purposes of this Lease the "Commencement Date" shall be March 26, 2026. The "Opening Date" shall be the date that Lessee opens the Restaurant for business hereunder. Lessee covenants and agrees that the Opening Date shall be no later than forty-five (45) days after the Commencement Date.

1.3 Term. The term of this Lease (the "Lease Term"), unless sooner terminated as elsewhere provided in this Lease, shall be for a period of Twenty Four (24) months, beginning on the Commencement Date and terminating and expiring at 11:59 p.m. on March 26, 2027.Lessee Subject to the procedures and terms set forth in Section 4.1 herein, may, by a written instrument executed prior to the expiration of the initial Lease Term, extend the Lease Term.

1.4 Advertising and Communications. Lessee shall advertise the Restaurant and associated catering services on an as needed basis, as determined by Lessee, to market, advertise, and create public awareness of the Restaurant for Patrons of the Avenir Clubhouse only.

1.5 Permitted Use of the Premises. Lessee covenants and agrees that it shall, throughout the Lease Term, continuously use and occupy the Premises solely and exclusively for the purpose of operating a restaurant facility providing food and beverages. For the purposes of this Lease, the uses of the Premises as defined and described in this Section 1.5 shall be referred to as the "Permitted Use". Unless provided otherwise in the Rules and Regulations (hereinafter defined), at a minimum, the Premises will be open and providing meal service at least five (5) days a week serving from 11:30 a.m. to 9:00 p.m. (Lunch and Dinner), and Breakfast or Brunch service at least one day during the weekends_____, but may be closed entirely on Thanksgiving Day, Christmas Day and New Year's Day. District and Lessee agree and acknowledge that the operating requirements may be adjusted by mutual written agreement of the parties hereto to accommodate seasonal demands, special events and other operational considerations. Lessee acknowledges that available customers are solely limited to Avenir Clubhouse Patrons and their guests: members of the general public residing outside of the Avenir CDD Clubhouse assessed areas are not permitted without first purchasing an annual membership or as a guest of a Patron.

1.6 Initial Security Deposit. Lessee shall deposit with District, as security for its obligations under this Lease, the total sum of One Thousand and No/100 Dollars ($1,000.00) via cashier's check, to be paid prior to the restaurant opening (the "Security Deposit"). The Security Deposit shall be held in an account (with interest, if any, paid to the District) controlled by the District Manager until the expiration or sooner termination of this Lease, when it shall be released and disbursed in accordance with Article XX herein.

1.7 Improvements. Lessee will timely perform their respective responsibilities with regard to the improvement of the Premises as set forth herein and shall pay all costs associated with their respective duties (see Article XIV for additional information).

1.8 Furnishings and Serviceware: Lessee shall be solely responsible for providing and maintaining all furniture, seating, tables, and décor necessary for the restaurant's operation, as well as all serviceware, including, but not limited to, plates, bowls, cutlery, glassware, cooking utensils, pots, pans, and any other tools or equipment required for food preparation, service, and customer experience. All such furnishings and design layout are subject to the prior review and approval of the District, which approval shall not be unreasonably withheld. District assumes no liability for items provided by Lessee or stored or otherwise maintained at the premises. Utilities. District shall pay for all utilities (water, electric, trash removal/recycling) provided to the Premises, except for propane gas, which is provided separately to the Premises. Lessee shall arrange and pay for any propane gas and propane gas related service in any amounts necessary for Lessee to conduct operations hereunder. District shall also be responsible for the cost of all telephone services to the Premises, both local and long distance, except international calls which shall be the responsibility of the Lessee. Further provisions concerning utilities are contained in Article VII herein.

1.9 Taxes. At any time during the term of this Lease, the Premises are or will be assessed and billed for ad valorem taxes and assessments separate and apart from the remainder

of the Facility. District shall be responsible for paying, before they become delinquent, ad valorem taxes and assessments, levied and assessed against the Premises during the Lease Term by a governmental entity having jurisdiction over the Premises. Lessee shall not be responsible for any real property taxes, ad valorem taxes, special assessments, district assessments, or similar charges of any kind relating to the Premises

1.10 Janitorial Services. Lessee shall maintain the Premises in a neat, clean and orderly fashion. Lessee shall provide, at Lessee's sole expense, all janitorial services to all areas of the Premises, including any cleaning or other services required specifically to comply with applicable health code provisions. Further provisions concerning Lessee's obligations are contained in Article XVI herein.

1.11 Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

A. **If to the District:** Avenir Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

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

B. **If to Lessee:** _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

1.12 Liquor License. Lessee shall be responsible for obtaining and maintaining in good standing, for the remainder of the Lease Term, any and all permits or licenses required by any governmental authority, including, but not limited to, the Florida Department of Business and Professional Regulation – Division of Alcoholic Beverages and Tobacco, to allow Lessee to dispense and sell alcoholic beverages (to include beer, wine, and liquor) on the Premises and in other areas within or adjacent to the Facility. Notwithstanding the foregoing, Lessee shall have a period of twelve (12) months from the Commencement Date to obtain the required liquor licenses for the sale of liquor, and Lessee may commence and continue operations during such period without a liquor license, provided that Lessee complies with all applicable laws and regulations. Lessee shall be responsible for any and all costs and fees whatsoever associated with the procurement or maintenance of said permits or licenses. In accordance with Section 17.2 below, Lessee shall also acquire and maintain certain insurance coverage relating to the dispensation and sale of alcoholic beverages . Lessee agrees to obtain a beer and wine license (2COP) within the first four (4) months of service. The procurement of a full liquor license (4COP) shall

not be mandatory and shall be at the sole discretion of the Lessee, based on operational and commercial considerations.

ARTICLE II. EXHIBITS

Certain documents are attached hereto as exhibits (collectively, the "Exhibits"), and the Exhibits, together with all drawings and documents prepared pursuant thereto, are incorporated herein and by this reference made a part hereof. To the extent a conflict exists between the Exhibits and the terms of the Lease, the terms and conditions of the Lease shall prevail. The Exhibits consist of the following:

Exhibit A - Site Plan of the Premises

Exhibit B - Rules and Policies of the District

Exhibit C- District's Inventory

Exhibit D- Form of Income Statement

Exhibit E- New Equipment

ARTICLE Ill. PREMISES

3.1 Premises. The Premises are described in Section 1.1 and depicted in Exhibit A (the Banquet Rooms and other areas of the Facility are not included as part of the Premises, unless specifically provided herein).

3.2 Use and Operation of Premises.

(a) Use of the Premises. The Premises, the Banquet Rooms, and other areas of the Facility shall be used only as set forth in Section 1.5 and for such related ancillary uses as are common to a Restaurant. Except for interruptions in operations due to events of force majeure and repairs or renovations to the Premises as otherwise set forth in this Lease, the Premises will be open for business in accordance with Section 1.5 throughout the Lease Term.

All initial menus, merchandise, and prices offered or used by Lessee within or from the Premises shall provide (i) a quality level consistent and compatible with the overall image of the Restaurant, and (ii) that prices charged are commercially reasonable. Lessee shall not use, permit or suffer the use of the Premises in any manner not in keeping with the character of the Facility.

Lessee shall have non-exclusive rights (except as limited herein) for providing food and beverage service to Banquet Rooms and other areas of the Facility. Except as provided herein, the terms of this Lease shall apply to the Premises (inclusive of the adjacent patio area), the Banquet Rooms and other areas of the Facility for the specified purpose of providing food and beverage service to these areas.

(b) Operating Standards. Lessee shall occupy, operate and manage its business on

the Premises in accordance with the professional standards for a first class establishment or business conducting the Permitted Use. At a minimum, but without limiting the foregoing, Lessee shall occupy, operate and manage the Premises at a standard at least equivalent to the standard of quality and performance of other clubhouse establishments and restaurants in Palm Beach County, Florida.

(c) Pest and Sanitation Control. Lessee shall retain a professional pest and sanitation control service, as selected by District in its sole discretion, to perform inspections of the Premises not less frequently than once each thirty (30) days for the purpose of controlling infestation by insects, rodents and vermin, and shall promptly cause any corrective or extermination work recommended by such service to be performed. If Lessee fails to perform its obligations hereunder, District may, at its option and after five (5) days written notice to Lessee, cause such inspection to be performed and any necessary corrective or extermination work to be performed, and the cost of such inspection and corrective or extermination work shall be paid by Lessee.

(d) Equipment Cleaning. All fans and ductwork used for ventilating or expelling cooking odors and grease-contaminated air shall be cleaned by a qualified contractor as frequently as needed to protect against dangerous grease accumulation. Upon District's request, Lessee shall provide proof to District that such cleaning has occurred. If Lessee fails to maintain such exhaust system adequately (as determined in District's sole, reasonable discretion), District may perform such work at Lessee's expense.

3.3 Compliance with Laws. Lessee shall at all times keep and maintain the Premises and all operations related thereto (including food and beverage service to the Banquet Rooms and other areas of the Facility), in compliance in all material respects with all applicable laws, ordinances, statutes, rules, regulations, orders, directions and requirements of all federal, state, county and local governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Premises or the business activities conducted thereon or therein and of all of their respective departments, bureaus, agencies or offices, and of any insurance underwriting board or insurance inspection bureau having or claiming such jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Lessee to issue policies of insurance covering the Premises and any business or business activity conducted thereon or therein. In the event Lessee is alleged to have violated any such rule or regulation and Lessee reasonably contests such allegation, Lessee may undertake such actions as it may reasonably elect to legally contest the same, provided Lessee shall first take such measures as may be necessary to fully protect District from all loss, cost or liability arising from any potential adverse ruling in the proceeding in which the allegation is made.

Notwithstanding the generality of the foregoing, Lessee shall, at its sole expense, maintain the Premises in compliance in all respects with all applicable federal, state or local laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, The Americans with Disabilities Act, the accessibility code(s), if any, of the State of Florida, and all regulations and guidelines promulgated under any or all of the foregoing, as the same may be amended from time to time.

The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190 Florida Statutes. Lessee agrees to fully comply, at its sole expense, with all applicable requirements of the "Sunshine Law," the "Public Records Law," any applicable provisions of Chapters 189 and 190, Florida Statutes, governing special districts, generally, and community development districts, respectively, and all other statutes and regulations applicable to District.

3.4 Public Records.

(a) Lessee shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Lessee does not transfer the records to the District; and

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

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

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

SPECIAL DISTRICT SERVICES, INC.

(d) The Parties acknowledge and agree that the following materials constitute confidential and proprietary information and are not subject to disclosure under any applicable public records, freedom of information, or open records laws, to the fullest extent permitted by law: financial statements, private contracts, recipes, and proprietary business methods. Such materials contain trade secrets and/or sensitive commercial information, the disclosure of which would cause competitive or economic harm. Accordingly, these materials shall be maintained as confidential and shall not be disclosed to any third party except as required by law or with the prior written consent of the disclosing Party.

3.5 Delivery of the Premises.

(a) Acceptance of the Premises. District shall deliver to Lessee, and Lessee shall accept from District, possession of the Premises on the Commencement Date. Lessee has inspected and examined the Premises and shall be conclusively deemed to have accepted the Premises, including all furnishings, fixtures and equipment and District's Inventory (as defined in Section 13.2 and listed in Exhibit C), without limitation, in an "AS IS" condition. Lessee accepts and agrees that the Opening Date shall be no later than forty-five (45) days after the Commencement Date or _ _, 202_, whichever is earlier.

(b) Ownership of Equipment. It is to be understood that all existing equipment and furnishings located on the Premises as of the Commencement Date (including, without limitation, all District's Inventory as listed in Exhibit C), and all fixtures installed by or provided to the Lessee (including the New Equipment as listed in Exhibit E), either by District, or by third parties at District's request, are the sole properties of the District. The Lessee shall have temporary charge of the existing equipment, furnishings and fixtures for the duration of the Lease Term. All equipment, furnishings and fixtures shall be returned to the District at the conclusion, or sooner termination, of the Lease Term in good working condition and in substantially similar condition as existed at the commencement of this Lease, reasonable wear and tear excepted, after which none of them may be kept by the Lessee without the express written permission of District.

3.6 Certain Easements In Favor of Lessee. Lessee shall have non-exclusive access easements, for the benefit of itself and its employees, patrons, invitees and customers, during the Lease Term over the designated Common Areas (as defined herein) and the parking areas. In addition, subject to District's prior approval, Lessee shall have a non-exclusive right of access to shafts, ducts and other similar facilities within the Common Areas for the purpose of provision of utilities and maintenance. Lessee acknowledges that the District is a local unity of special purpose government and the Facility is open to the public, including the Premises.

3.7 Certain Easements in Favor of District. District reserves to itself the use of the exterior walls and roof and a non-exclusive easement to install, maintain, inspect, use, repair and replace pipes, ducts, conduits, wires, facilities and structures as may be used for ventilation and

the conveyance of utilities in and through the Premises, including air space above the ceiling and below the floor of the Premises for the common use and benefit of District, Lessee or other lessees of the Facility; provided that any such installation, inspection, maintenance, use, repair and replacement shall be conducted so as to avoid unreasonable interference with Lessee's use of the Premises and without material reduction in the size or commercial value of the Premises.

3.8 Hazardous Materials and Sewage. District covenants that there are no pre-existing violations of any regulations relating to the storage, release or other treatments of Hazardous Materials (as hereinafter defined) in the Facility, and the Lessee covenants that it shall not use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release or dispose of Hazardous Materials in, on or about the Premises or the groundwater thereof, in material violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or hereafter enacted or rendered. Lessee shall give District immediate written notice of any claim received by Lessee from any person, entity or governmental agency that a release or disposal of Hazardous Materials has occurred or is threatened to occur on or about the Premises or the groundwater thereof. As used herein, the term "Hazardous Materials" shall mean and be defined as any and all toxic or hazardous substances, chemicals, materials or pollutants, of any kind or nature, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule or ordinance currently in existence or hereafter enacted or rendered, and shall include, without limitation, all oil, gasoline and petroleum based substances.

Lessee shall not discharge or permit to be discharged into any sanitary sewer system or storm water system serving the Premises, the Banquet Rooms, the Facility, or any parking lot, roadway, undeveloped area, green space, or the like, any Hazardous Materials or toxic or hazardous sewage or waste other than that which is normal domestic wastewater for the Permitted Use. Any Hazardous Materials, toxic or hazardous sewage or waste which is produced or generated in connection with the use or operation of the Premises (collectively "Waste") shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances, rules and regulations, or shall be pre-treated to the level of domestic wastewater prior to discharge into any sanitary sewer system serving the Premises. All Waste which is produced in connection with the use or operation of the Premises shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances, rules, and regulations.

ARTICLE IV. TERM

4.1 Effective Date; Duration of Lease Term. This Lease and the obligations of the parties hereunder shall become effective upon the complete execution of this Lease Agreement by all parties (the "Effective Date"). The Lease Term shall be as defined and established in Section 1.3 above. At least ninety (90) days prior to the expiration of the Lease Term, Lessee shall provide written notice to District as to whether Lessee intends to (i) surrender the Premises upon the expiration of the Lease Term, or (ii) enter into negotiations with the District regarding the extension or renewal of the Lease Agreement. District's receipt of notice that the Lessee desires to negotiate an extension or renewal of the Lease Agreement shall bind the District to extend the Lease for one (1) additional one-year term on the same terms and conditions then in effect, provided Lessee is not in material breach of the Lease beyond any applicable notice and cure period as of the date of such notice and as of the commencement of the extension term. Lessee

may provide such notice for successive additional one (1) year extension terms; provided, however, that the total leasehold term shall not exceed ten (10) years in the aggregate. District's receipt of such notice shall preclude District from seeking or negotiating agreements with other potential lessees for the lease of the Premises for any period covered by the then-current term and any properly exercised extension term, subject to the foregoing ten (10) year cap.

4.2 Surrender of Premises. On or before the last day of the Lease Term or upon the sooner termination thereof, Lessee shall peaceably and quietly surrender and deliver the Premises to District, in good order, condition and repair, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Upon such event and unless otherwise provided for in this Lease, Lessee may at its expense remove proprietary personal property from the Premises and shall repair any damage to the Premises caused by such removal.

4.3 Holding Over. If Lessee or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Lease Term or earlier termination of this Lease without an agreement in writing between District and Lessee with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Rent (as defined herein) payable under this Lease by such tenant at sufferance shall be Five Thousand and 00/100 ($5,000.00) per month in effect immediately prior to the expiration of the Lease Term or earlier termination of this Lease. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Lease.

4.4 Early Termination. Notwithstanding anything to the contrary contained in this Lease, either party hereto may, without cause but only upon ninety (90) days prior written notice to the other party, terminate this Lease at any time during the Lease Term.

ARTICLE V. RENT

5.1 Base Rent. Lessee shall pay $10.00 per month as Base Rent to District upon the commencement of the Lease Term.

5.2 Additional Rent; Definition of "Rent". If District shall make any expenditure for which Lessee is responsible or liable under this Lease, or if Lessee shall become obligated to District under this Lease for any sum other than as herein provided, the amount thereof shall be deemed to constitute additional rent ("Additional Rent") and shall be due and payable by Lessee to District within thirty (30) days of District's demand thereof, or at such other time as may be expressly provided in this Lease for the payment of the same.

For the purposes of this Lease, the term "Rent" shall mean and be defined as all Base Rent and Additional Rent due from Lessee to District hereunder.

5.3 Late Payments. If Lessee fails to pay any installment of Rent or other sums due hereunder within five (5) days after the due date, District may, after written notice, assess a one-time administrative late charge of five percent (5%) of the delinquent amount, and not more than once per delinquent payment. Any amount remaining unpaid after such five (5) day period shall bear simple interest at the lesser of ten percent (10%) per annum or the maximum rate permitted by applicable law, from the sixth (6th) day after the due date until paid; provided interest shall

not accrue on amounts disputed in good faith pending resolution. Such late charge and interest shall constitute Additional Rent and shall be due and payable with the next installment of Rent. If any check is returned for insufficient funds, Lessee shall pay District a returned-item fee equal to District's actual bank charges, not to exceed One Hundred Dollars ($100.00) per item.

5.4 No Abatement of Rent. Except as may be expressly provided for in this Lease, no abatement, diminution or reduction of Rent, charges or other compensation, or of Lessee's other obligations hereunder, shall be allowed to Lessee or any person claiming under Lessee, under any circumstances or for any reason whatsoever.

5.5 Payment of Rent. All Rent and other sums shall be paid to District without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Lessee may have or allege to have against District, and all such payments shall, upon receipt by District, be and remain the sole and absolute property of District. Notwithstanding the foregoing, Lessee may offset against Rent only those amounts that are undisputed and that District is obligated to pay Lessee under this Lease (including agreed reimbursements or credits), provided such undisputed amounts remain unpaid for thirty (30) days after Lessee gives District written notice of the amount due and the basis therefor. Any such offset shall be limited to the amount identified in such notice as undisputed, and Lessee shall continue to pay all other undisputed Rent and sums when due and shall deliver with any offset a written statement describing the basis for the offset and the calculation. If District shall at any time accept any Rent or other sums or amounts after the same shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of District's rights hereunder.

5.6 Sales Tax. In addition to the Rent and any other sums or amounts required to be paid by Lessee to District pursuant to the provisions of this Lease, Lessee shall also pay to District, simultaneously with such payment of Rent or other sums or amounts, the amount of any applicable sales, use or excise tax on any such Rent or other sums or amounts so paid by Lessee to District, whether the same be levied, imposed or assessed by the State of Florida or any other federal, state, county or municipal governmental entity or agency. Any such sales, use or excise taxes shall be paid by Lessee to District at the same time that each of the amounts with respect to which such taxes are payable are paid by Lessee to District.

ARTICLE VI. LESSEE'S FINANCIAL AND SALES INFORMATION

6.1 Intentionally Omitted

ARTICLE VII. UTILITIES

7.1 The allocation of the costs of utilities servicing the Premises shall be as set forth in Section 1.9 above. District shall not be liable, in damages or otherwise, for any discontinuance, failure or interruption of service to the Premises or the Common Areas of utilities or of any air-conditioning system. No such discontinuance, failure or interruption shall be deemed a constructive eviction of Lessee or entitle Lessee to terminate this Lease. No such discontinuance, failure or interruption shall entitle Lessee to withhold any payment due under this Lease.

ARTICLE VIII. COMMON AREAS AND PARKING AREAS

8.1 Definition of "Common Areas". The term “Common Areas” refers to all improved and unimproved areas within or adjacent to the Facility that are now or hereafter made available for the general use, convenience and benefit of District, Lessee, and their respective customers, patrons, employees and invitees, and the general public, as applicable. Common Areas shall include, but not be limited to, floors, plazas, piers, decks, ceilings, roofs, skylights, windows, driveways, open or enclosed malls, fountains and other water elements, service areas, loading docks, vertical circulation facilities, restrooms, stairways, sidewalks, curbs, landscaped areas, and similar appurtenances located within or immediately adjacent to the Facility, but shall specifically exclude any of District's amenity facilities such as the swimming pool, Banquet Rooms, activity rooms, sports/fitness facilities, etc.

8.2 Use of Common Areas. Subject to the provisions of this Lease, Lessee and its employees, customers, patrons and invitees are authorized to use the Common Areas on a non-exclusive basis for the purposes intended by District. Lessee and its employees shall have the right to use the Common Areas for access to the Premises at all times and Lessee's customers shall have such right during all hours that Lessee is open for business. District shall, in a manner consistent with other facilities within Palm Beach County, Florida, keep, or cause to be kept, the Common Areas in a neat, clean and orderly condition, properly lighted and landscaped, and repair and maintain (or replace, if necessary) all equipment and facilities thereof.

8.3 Control of Common Areas. District shall at all times have the right of determining the nature and extent of the Common Areas and parking areas, and of making such changes thereto from time to time which in its reasonable opinion are deemed to be desirable, including the location and relocation of driveways, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas, utilities and all other facilities thereof, and the modification of the Common Areas for the purpose of expanding and/or remodeling the Facility. Except as otherwise specifically provided in this Lease, District shall at all times have the sole and exclusive control of the Common Areas and parking areas, including the right to lease space within the Common Areas to tenants or other lessees for the sale of merchandise and/or services and the right to permit advertising displays, educational displays and entertainment in the Common Areas. District shall also have the right at any time to exclude and restrain any person from use thereof, excepting, however, bona fide customers, patrons and service suppliers of Lessee and other tenants of the Facility who make use of said areas in accordance with the rules and regulations established by District from time to time with respect thereto in accordance with Section 8.4. The rights of Lessee with respect to the Common Areas and parking areas shall at all times be subject to the rights of District and the public, as applicable. Lessee shall keep all of the Common Areas free and clear of any obstructions created or permitted by Lessee or resulting from Lessee's operation, and Lessee shall permit the parking areas to be used only for normal parking and ingress and egress by the customers, patrons and service suppliers to and from the buildings of the Facility.

8.4 Rules and Regulations. Lessee acknowledges that District is a local unit of special purpose government, subject to applicable federal, state and local laws and regulations. District may, in its full discretion, from time to time, promulgate, amend and require the observance by Lessee and the public of rules, policies and regulations uniformly imposed and enforced in a non- discriminatory manner for the proper and efficient operation and maintenance of the Common Areas and parking areas or any portion thereof. Such rules and regulations shall be part of the Rules and Regulations described and defined in Section 28.14 below, and may be amended and/or added by the District from time to time.

8.5 Parking. District shall furnish space for parking by Lessee and its customers and employees on a non-exclusive basis in common with customers and employees of other users of the Facility. District may, in the exercise of its reasonable discretion, change the configuration, location and size of the parking areas, but except for emergency situations or temporary interruptions, any such changes will provide parking areas substantially equivalent to those which existed prior to such change. At all times District shall have the right, on a nondiscriminatory basis, to designate, or change the designation of, the particular parking area to be used by any or all Facility tenants, their employees and customers and to designate discrete areas for employee parking. If Lessee or its employees fail to park their cars in the designated areas, District may charge Lessee an amount established from time to time by District per car per day for each day or partial day that any car is parked in any area other than designated parking areas, together with any towing charges incurred by District in removing vehicles from unauthorized locations. All amounts due under this Section shall be payable within ten (10) days after District's demand.

ARTICLE IX. MARKETING AND ADVERTISING

9.1 Lessee Advertising. Beginning on the Commencement Date and continuing for the balance of the Lease Term, Lessee shall undertake advertising activities to advertise, market and promote Lessee's business conducted at the Premises, subject to provisions of Section 1.5.

9.2 Signage. All signs to be placed on the exterior of the Premises (in any part of the Facility or grounds, within or outside the boundaries of the District), other than those wholly within the Premises, shall be approved in advance by District. District will consider signage (including billboards) after a preliminary design is submitted in keeping with District standards.

9.3 No Use of Name. Lessee will not use or issue any promotional advertising, or other material using District's name without first obtaining District's prior written approval thereof.

9.4 Lessee shall provide District with monthly schedules and menus, to the best of its ability, one week in advance of the upcoming month for publication on District's website. Should alterations be made, Lessee shall provide District with updated information in writing at its earliest convenience.

ARTICLE X. POSSESSION AND OPERATION OF PREMISES

10.1 Duties and Prohibited Conduct. Lessee shall not use, or knowingly permit any invitee or other person to use, the Premises for the sale or display of, or for any activity involving, pornography, nudity, violence, drug paraphernalia, or any goods and/or services and/or conduct

which, in the sole discretion of District, are inconsistent with the image of a community-oriented club establishment, or for a massage parlor, adult bookstore or second-hand store or for the conduct of an auction, distress, fire, bankruptcy or going-out-of business sale. Lessee shall not cause or permit waste to occur in the Premises, or overload any floor, or abuse the plumbing in the Premises. Lessee shall keep the Premises and every part thereof in a clean and wholesome condition, free from any objectionable noise, music volumes, lights, odors or nuisances, which may be detected from outside the Premises (unless approved by District in writing in advance), shall comply with all requirements of all governmental authorities, and shall conduct its activities in a manner which is environmentally sound. Unless otherwise permitted by the Lease or approved by the District in writing: (i) Lessee shall keep no live animals of any kind in the Premises; (ii) Lessee shall not, without prior written approval from District, display or sell merchandise, or place carts, portable signs, devices or any other objects, outside the defined exterior walls or roof and permanent doorways of the Premises; (iii) Lessee shall not erect or install any aerial antenna or "dish" (provided other facilities are available at a reasonable cost to Lessee for the reception of programming transmitted via satellite); (iv) Lessee shall not solicit or distribute material in any manner in any of the Common Areas of the Facility; and (v) Lessee shall not sell merchandise from vending machines or allow any coin- or token-operated vending, video, pinball or gaming machines in the Premises.

ARTICLE XI. LESSEE'S CONDUCT OF BUSINESS.

11.1 Operating Covenants. Lessee covenants and agrees that it will, throughout the Lease Term and without interruption (except for approved renovations with scheduled "down time"), from and after its initial opening of the Premises for business: (i) operate and conduct within the Premises the business which it is permitted to operate and conduct under the provisions hereof, except while the Premises are un-tenantable by reason of fire or other casualty; and (ii) maintain within the Premises an adequate stock of merchandise together with sufficient personnel and Personal Property (defined in Section 13.1) to service and supply the usual and ordinary requirements of its customers.

Lessee acknowledges that the Facility is intended to provide only first class service and food service for the patrons of the Facility and that Lessee will operate and conduct all aspects of its operations in accordance with this standard. Prior to the commencement of the Lease Term, Lessee shall provide the names and contact information of the manager, assistant manager(s) and any other key employees(s) hired by Lessee (or its agents) for its business operations.

Lessee shall pay all bills and costs related to its operation of the Premises as and when they come due, or shall arrange for such payment to avoid the disruption or cancellation of any utility or other services required to be paid by Lessee under this Lease or the continuous operation of the Premises. Lessee's failure to pay or its inability to pay its vendors, shall constitute a default under this Lease.

Lessee shall insure that the Premises are locked and safeguarded after regular business hours, and shall maintain proper and appropriate staffing to safeguard the Premises throughout regular business hours.

11.2 Operating Days and Hours. Recognizing that it is in the interests of both Lessee and District to have regulated hours of business for all of the Facility, Lessee shall, commencing with the opening for business by Lessee in the Premises and for the remainder of the Lease Term, be

open for business throughout the Lease Term in accordance with the operating requirements described in Section 1.6 above, which are subject to change by mutual agreement of the parties hereto. The foregoing provisions shall be subject to any governmental regulations which may govern the operation or business of District or Lessee.

11.3 Personnel Dress Code. The Lessee shall ensure that employees working on the Premises shall wear uniforms or professional attire at all times that conform to safe work practices and the proper professional work environment for a similarly quality restaurant in Palm Beach County, Florida. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, as reasonably determined by the District, shall be strictly prohibited.

11.4 Patron Dress Code. The Lessee shall ensure that patrons of the Restaurant shall wear appropriate attire at all times. Patrons shall wear shirts at all times and shall wear footwear that conforms to appropriate attire. Lessee may establish a more stringent patron dress code suitable for the Premises if Lessee deems such necessary or prudent.

11.5 Personnel Background Checks and Conduct. Lessee shall obtain, or cause to be obtained, at its own cost for each individual Lessee employs on the Premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator or investigation company, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within Lessee's industry for a high quality clubhouse restaurant. Lessee shall maintain a copy of said background check on file so long as the subject individual remains in Lessee's employ, and Lessee shall make all background checks available for District's review upon request. The Lessee shall enforce strict discipline and good order among its employees on the Premises.

11.6 Change of Trade Name. Lessee may elect to change the trade name associated with the operation of the restaurant business on the Premises, but District's prior written approval of any such change or use of an alternate trade name shall be required before Lessee institutes such change or use.

ARTICLE XII. LESSEE'S EQUIPMENT MAINTENANCE OBLIGATION

12.1 Major Equipment; Routine vs. Capital Responsibility.

(a) Routine Maintenance (Lessee). Lessee shall be responsible, at Lessee's expense, for routine and periodic maintenance of the Major Equipment consistent with manufacturer recommendations and customary restaurant standards. Without limiting the foregoing, Lessee shall maintain, at its expense, (i) a grease trap service and used cooking oil removal program, and (ii) a reasonable preventive maintenance program for the hood system and ice machines. Lessee shall be responsible for repairs to Major Equipment to the extent caused by Lessee's misuse, negligence, or willful misconduct. Lessee shall provide to District in writing competed maintenance services, as required, on a quarterly basis.

(b) Capital Repairs and Replacement (District). District shall be responsible, at District's expense, for (i) replacement of Major Equipment that is beyond economic repair due to age, ordinary wear and tear, or latent defects, and (ii) non-routine repairs to Major Equipment not caused by Lessee. For purposes of this Lease, "Capital Repair" means any single repair to a Major Equipment item with an estimated cost in excess of One Thousand Five Hundred Dollars ($1,500.00), excluding routine preventive maintenance.

(c) Notice and Timing. Lessee shall promptly notify District of any Major Equipment condition that materially impairs operations. District shall, within five (5) business days after receipt of notice, approve the proposed Capital Repair or replacement (or provide a reasonable written alternative plan) and shall commence such work within a commercially reasonable time, taking into account vendor availability and any public procurement requirements applicable to District.

(d) Operational Impact. If a Major Equipment failure (not caused by Lessee) materially prevents Lessee from conducting the Permitted Use and District does not timely commence cure under subsection (c) above (or within a reasonable time in an emergency), Rent shall abate in accordance with Section 5.4 for the period of material interruption.

ARTICLE XIII. PERSONAL PROPERTY

13.1 Lessee's Personal Property. All of Lessee's trade fixtures, furniture, furnishings, signs and other personal property not permanently affixed to the Premises (collectively, the "Personal Property") must be of a quality consistent with the Facility when installed in or attached to the Premises, and any such Personal Property shall remain the property of Lessee. Provided Lessee has not failed to timely cure an Event of Default, Lessee shall have the right to remove any or all of its Personal Property which it may have stored or installed in the Premises; provided if the Lease is still in effect Lessee shall immediately replace the same with similar Personal Property of comparable or better quality. At District's option, District may require Lessee to remove any and all Personal Property from the Premises upon the expiration of the Lease. Lessee shall, at its expense, immediately repair any damage occasioned to the Premises by reason of the removal of any Personal Property.

13.2 District's Personal Property. District currently owns and keeps on the Premises various items of personal property, a list of which is attached hereto as Exhibit C ("District's Inventory"). Following the execution of this Lease by both parties, District shall purchase the equipment listed in Exhibit E ("New Equipment"). Upon purchase, the New Equipment shall become a part of District's Inventory and all terms and conditions applying to District's Inventory hereunder, including maintenance obligations, shall apply to the New Equipment. By executing this Lease, Lessee specifically acknowledges that Exhibit C is a complete and accurate list of District's personal property located or kept on the Premises. District's Inventory is and shall at all times remain property of the District. District's Inventory List shall be updated at the conclusion or earlier termination of the Lease Term hereunder, and Lessee shall be responsible, subject to Article XII herein, for the replacement/repair cost of any missing, damaged or otherwise unfit items.

ARTICLE XIV. ALTERATIONS AND IMPROVEMENTS

14.1 Lessee's Alterations. At Lessee's own expense, and after receiving prior written approval from District (which may be granted or withheld in District's sole discretion), Lessee may, from time to time, make such permanent and nonstructural alterations, replacements, additions, changes and/or improvements (collectively, the "Alterations") to the Premises as Lessee may find desirable or convenient for its purposes, provided that the value of the Premises

is not thereby diminished. Lessee shall reimburse District for all out-of-pocket costs and expenses (including any architect and/or engineer fees) District incurs in approving or disapproving Lessee's plans for Alterations.

14.2 Lessee's Construction Requirements. All Alterations, after receiving District's approval as required above, shall be made under the supervision of a competent Florida-licensed and insured contractor, architect, or Florida-registered professional engineer, as applicable, and District may require that such Alternations must be made in accordance with signed and sealed plans and specifications prepared and constructed in conformity with all applicable laws, codes and regulations and industry standard structural, mechanical, electrical, design and quality standards, requirements and/or criteria. Such plans and specifications, if required by District, shall be submitted to District for its approval prior to commencement of the work, in accordance with such procedures as District shall reasonably specify. Upon the expiration or earlier termination of this Lease, such Alterations (unless they comprise Personal Property) shall not be removed by Lessee but shall become a part of the Premises. In performing the work of any such Alterations, Lessee shall have the work performed in such manner as not to obstruct access to the Premises of any other lessee in the Facility.

ARTICLE XV. CONTRACTORS' OR MECHANICS' LIENS

15.1 Liens, Generally. Lessee shall not create or cause to be imposed, claimed or filed upon the Premises, or any portion thereof, or upon the interest of District therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Lessee, any such lien, charge or encumbrance shall be imposed, claimed or filed, Lessee shall, at its sole cost and expense, within twenty (20) days following written notice from District, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Lessee shall indemnify and save and hold District harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and there from. In the event that Lessee shall fail to comply with the foregoing provisions of this Section 15.1, District shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Lessee agrees to reimburse District, upon demand and as Additional Rent, for all sums so paid and for all costs and expenses reasonably incurred by District in connection therewith, together with interest thereon, until paid.

15.2 Mechanics Liens. District's interest in the Premises shall not be subjected to liens of any nature by reason of Lessee's construction, alteration, renovation, repair, restoration, replacement or reconstruction of any improvements or equipment on or in the Premises, or by reason of any other act or omission of Lessee (or of any person claiming by, through or under Lessee) including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Lessee are hereby placed on notice that such persons shall not look to District or to District's credit or assets (including District's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or reconstruction thereof by or on behalf of Lessee. Lessee has no power, right or authority to subject District's interest in the Premises to any mechanics or materialmen's lien or claim of lien. If a lien, a claim of lien or an order for the payment of money shall be imposed against the Premises on account of work performed, or alleged to have been performed, for or on behalf of Lessee, Lessee shall, within thirty (30) days

after written notice of the imposition of such lien, claim or order, cause the Premises to be released therefrom by the payment of the obligation secured thereby or by furnishing a bond or by any other method prescribed or permitted by law, If a lien is released, Lessee shall thereupon furnish District with a written instrument of release in form for recording or filing in the appropriate office of land records of Palm Beach County, Florida, and otherwise sufficient to establish the release as a matter of record.

15.3 Contest of Liens. Lessee may, at its option, contest the validity of any lien or claim of lien if Lessee shall have first posted an appropriate and sufficient bond in favor of the claimant or paid the appropriate sum into court, if permitted by law, and thereby obtained the release of the Premises from such lien. If judgment is obtained by the claimant under any lien, Lessee shall pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired without appeal having been taken. Lessee shall, at its own expense, defend the interests of Lessee and District in any and all such suits (with Lessee selecting counsel for the handling of such defense, subject to District's reasonable approval); provided, however, that District may, at its election, engage at its own expense its own counsel and assert its own defenses, in which event Lessee shall cooperate with District and make available to District all information and data which District deems necessary or desirable for such defense.

15.4 Notices of Commencement of Construction. Prior to commencement by Lessee of any work on the Premises which shall have been previously permitted by District as provided in this Lease, Lessee shall record or file a notice of the commencement of such work (the "Notice of Commencement') in the public records of the Palm Beach County, Florida, identifying Lessee as the party for whom such work is being performed, stating such other matters as may be required by law and requiring the service of copies of all notices, liens or claims of lien upon District. Any such Notice of Commencement shall clearly reflect that the interest of Lessee in the Premises is that of a leasehold estate and shall also dearly reflect that the interest of District as the fee simple owner of the Premises shall not be subject to mechanics or materialmen's liens on account of the work which is the subject of such Notice of Commencement. A copy of any such Notice of Commencement shall be furnished to and approved by District and its attorneys prior to the recording or filing thereof, as aforesaid.

ARTICLE XVI. REPAIRS AND MAINTENANCE

16.1 Lessee's Obligations. In addition to Lessee's equipment maintenance obligations contained in Article XII, Lessee shall at all times repair, maintain in good and tenantable condition and replace, as necessary, the Premises and every part thereof, including all equipment, appliances and District's Inventory. All replacements made by Lessee in accordance with this Section 16.1 shall be of like size, kind and quality to the items replaced as they existed when originally installed. Lessee shall also keep, or cause to be kept, the Premises in a neat, clean and orderly condition through the provision of janitorial services as required by Section 1.11. Any non-compliance with Lessee's obligations hereunder, determined at District's sole and reasonable discretion, shall be remedied at Lessee's sole expense.

16.2 District's Obligations. Subject to Sections 8.3 and 16.1, District shall repair, maintain in good and tenantable condition and replace, as necessary, the roof, exterior walls and structural parts of the Premises (including the structural floors) and all meters (unless installed by

Lessee), pipes, conduits, equipment (including air conditioning), components and facilities that supply the Premises with utilities installed by District (except as the appropriate utility company has assumed these duties); provided that District shall not be required, and Lessee shall be required, to make repairs necessitated by reason of the gross negligence or willful misconduct of Lessee and its employees and agents; or improvements to the Premises made by Lessee's contractors and service providers who are separately insured. District shall have no obligation to repair, replace or maintain the Premises or the mechanical equipment exclusively serving the Premises at any time, except as this Lease expressly provides.

16.3 Right to Enter. Lessee shall permit District or its authorized representatives, upon reasonable notice (except in the case of an emergency or threatened emergency or a default or threatened default under this Lease in which case no notice shall be required), to enter the Premises at any time to inspect the same, perform periodic inspections to insure compliance under Section16.1, to perform its duties under Section 16.2, and to perform any work therein that District may reasonably deem necessary. No exercise by District of any rights reserved in this Section 16.3 shall entitle Lessee to any compensation, damages or abatement of rent from District for any injury or inconvenience occasioned thereby. District will endeavor in good faith to exercise the foregoing right to enter when the business operated from the Premises is closed to the public.

16.4 District's Liability. District shall be responsible for failure to keep the Premises in repair, provided District is obligated to make such repairs under the terms hereof and further provided that notice of the need for repairs has been given to District, a reasonable time has elapsed and District has failed to make such repairs. District shall also be responsible for its gross negligence or willful misconduct in performing any repairs that District undertakes hereunder. District shall not be liable to Lessee, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Lessee's business, based on, arising out of or resulting from any cause whatsoever, including, but not limited to (a) repairs to any portion of the Premises; (b) interruption in Lessee's use of the Premises; (c) any accident or damage resulting from the use or operation (by District, Lessee or any other person or persons) of any equipment within the Premises, including without limitation, heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Lease by reason of the condemnation or destruction of the Premises in accordance with the provisions of this Lease; (e) any fire, robbery, theft, mysterious disappearance or other casualty; (f) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures in the Improvements. Any goods, property or personal effects stored or placed by the Lessee or its employees in or about the Premises shall be at the sole risk of the Lessee.

16.5 Personal Property. All personal property placed or moved into the Premises above described shall be at risk of the Lessee or owner thereof and District shall not be liable for any damage to said personal property or to the Lessee arising from but not limited to the bursting or leaking of water pipes, or from any act of negligence of any co-lessee or occupants of the building or of any other person whomsoever.

ARTICLE XVII. INDEMNITY; INSURANCE

17.1 Indemnity. Except to the extent that the acts, omissions and other conduct of District contribute to its loss or damage, as hereinafter described, Lessee shall defend, insure, indemnify and save and hold District harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by District, arising directly solely from the acts or negligence of the lessee. Nothing herein shall cause or be construed as a waiver of the District's sovereign immunity or limitations on liability beyond any limited waiver granted pursuant to Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17.2 Lessee's Insurance Obligation. Lessee will throughout the Lease Term (and any other period when Lessee is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises in the amounts specified and in the form hereinafter provided for:

(a) Commercial General Liability Insurance. Commercial general liability insurance covering claims arising from bodily injury and property damage with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof. The liability policy also shall cover, but not be limited to, the contractual liabilities of the Lessee arising from this Lease.

(b) Excess Liability Insurance.

(c) Property Insurance. Extended or broad form coverage property insurance with coverage equal to not less than eighty percent (80%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Lessee, and all other contents located or placed in the Premises. In the event any casualty occurs, Lessee agrees to pay the difference between the insurance coverage required to be maintained by this subsection 17.2(c) and an insurance policy offering coverage of one hundred percent (100%) of the full replacement value of the property described in this subparagraph.

(d) Workers' Compensation and Employers' Liability Insurance. Worker's Compensation Insurance covering all employees of Lessee, as required by the laws of the State of Florida, and Employers Liability coverage subject to a limit of no less than $100,000.00 each employee, $100,000.00 each accident, and $500,000.00 policy limit.

(e) Liquor Liability/Dram Shop Insurance. Lessee shall provide liquor liability insurance in amounts of not less than those described in subsection 17.2(a) above relating to liability insurance, covering the full amount of potential liability from time to time provided or imposed upon the sellers of alcoholic beverages under the laws of the State of Florida and fully protecting both Lessee and District in connection with any such sales, service or consumption of alcoholic beverages.

(f) Other Insurance. In addition, Lessee shall, at District's request, provide, keep and

maintain in full force and affect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those contemplated by this Lease to be conducted by Lessee on the Premises.

(g) Form of Policies. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Florida and with a rating of at least "A- 7" in Best's Key Rating Guide, or as otherwise acceptable to the District. All such policies (except to the extent inconsistent with the type of policy) shall contain cross- liability endorsements and shall name District, and such additional individuals or entities as District shall from time to time reasonably designate, as "Additional Insureds." **Executed copies of such policies of insurance or certificates thereof shall be delivered prior to the commencement of this Lease and, thereafter, executed copies of renewal policies or certificates thereof shall be delivered to District within thirty (30) days prior to the expiration of the term of each such policy**. If the Lessee fails to take out or to keep in force any insurance referred to in this Article XVII, then the District has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Lessee, and all outlays by the District shall be paid by the Lessee to the District without prejudice to any other rights or remedies of the District under this Lease. The Lessee shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises.

Notwithstanding the foregoing, Lessee may cause any of the policies which it maintains to carry such deductibles as are commercially reasonable, but in no event shall such deductibles exceed $15,000 per incident, without District's prior written consent. Lessee shall be responsible for paying any additional premiums charged by its insurer(s) for all coverage.

ARTICLE XVIII. RECONSTRUCTION

18.1 Insured Casualty. If the Premises are damaged by fire or other perils covered by District's insurance:

(a) Repair of Damage. As soon as is reasonably possible, but not later than one hundred eighty (180) days after the date of such damage, District shall commence repair, reconstruction and restoration (collectively, "Reconstruction") of that portion of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or

(b) Damage Near End of Term. In the event of partial or total destruction of the Premises during the last one (1) year of the Lease Term, District and Lessee shall each have the option to terminate this Lease on notice to the other of exercise thereof within thirty (30) days after such destruction.

In either event described in this Section 18.1, should the subject repairs have a material adverse impact upon the ability of Lessee to conduct its regular on-going business operations at the Premises and the repairs cannot be completed or are not reasonably capable of being completed within eighteen (18) months following the casualty or are not, in fact, completed within such eighteen (18) month period, Lessee may at its option elect to terminate the remaining

Term of this Lease on the basis set forth in Section 18.5.

18.2 Uninsured Casualty. If the Premises are damaged by a casualty not covered by insurance or self-insurance required to be maintained by District, District shall notify Lessee in writing within thirty (30) days after the casualty whether District will restore the Premises. If District elects to restore, District shall commence restoration within sixty (60) days after the casualty (subject to force majeure and any required governmental approvals) and shall diligently pursue completion. If District elects not to restore, or fails to commence restoration within such sixty (60) day period, then Lessee may terminate this Lease by written notice delivered within ten (10) days after District's election not to restore or the expiration of such sixty (60) day period (as applicable), with termination effective ten (10) days after notice. If District elects to restore and timely commences restoration, but restoration is not substantially complete within one hundred eighty (180) days after commencement (subject to force majeure), then Lessee may terminate this Lease by written notice, with termination effective ten (10) days after notice unless substantial completion occurs before the effective termination date.

18.3 Release of Liability. Upon any termination of this Lease under any of the provisions of this Article XVIII, the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to District, except for obligations which have theretofore accrued and are then unpaid. In the event of termination, District and Lessee shall share in the proceeds from Lessee's insurance (including deductibles) maintained pursuant to Section 17 as their respective interests may appear.

18.4 Abatement of Rent. During any period that the Premises (or a material portion thereof) are untenantable or Lessee is materially prevented from conducting the Permitted Use due to a casualty or required reconstruction not caused by Lessee, Rent shall equitably abate in proportion to the impairment of use for the duration of such impairment. Lessee shall not be required to continue operations during such period to the extent commercially impracticable. Nothing herein limits Lessee's termination rights expressly provided in this Lease.

18.5 Major Destruction. Notwithstanding of any of the foregoing provisions of this Article XVIII, if the Facility is damaged to an extent of at least thirty-three and one-third percent (33- 1/3%) of the Premises' full replacement cost as of the date of destruction, District shall have the right to terminate this Lease by giving notice of such termination to Lessee within ninety (90) days after such destruction.

ARTICLE XIX. MORTGAGES AND SUB-LEASING

19.1 Prohibitions.

(a) Mortgages. Lessee shall not enter into any Mortgage of its leasehold interest in the Premises without the prior written consent of District, which consent may be withheld by District in its sole discretion.

(b) Sub-leasing. Lessee shall not sublease the Premises, in whole or in part, without the prior written consent of District, which consent may be withheld by District in its sole discretion.

ARTICLE XX. SECURITY DEPOSIT

20.1 On or before the Effective Date, Lessee shall deposit with District the sum specified in Section 1.6 as the Security Deposit hereunder. The Security Deposit shall be held by District without liability for interest as security for the full and faithful performance by Lessee of all its obligations under this Lease. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Lessee without District's prior written consent.

20.2 If any of the Rent herein reserved or any other sum payable by Lessee to District shall be overdue or paid by District on behalf of Lessee, or if Lessee shall fail to perform any of its other obligations under this Lease, then District may, at its option and without prejudice to any other remedy which District may have on account thereof, appropriate and apply said entire Security Deposit to the sums then due or past due from Lessee. Should Lessee comply with all of said obligations and promptly pay all the rents when due and all other sums payable by Lessee to District, said Security Deposit shall be refunded in full to Lessee no later than thirty (30) days after Lessee has surrendered possession of the Premises to District at the expiration or earlier termination of Lease Term. If District claims deductions against the Security Deposit, District shall return any remaining portion to Lessee within such thirty (30) day period. In the event of bankruptcy or other debtor-creditor proceedings against Lessee, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due District for the earliest periods prior to the filing of such proceedings.

ARTICLE XXI. DEFAULTS BY LESSEE; REMEDIES

21.1 Default. Each of the following events shall be an Event of Default hereunder by Lessee and shall constitute a breach of this Lease:

(a) Monetary Defaults. Failure to pay any undisputed Rent when due shall be an Event of Default only if such failure continues for ten (10) business days after Lessee's receipt of written notice from District specifying the amount due.

(b) Non-Monetary Defaults. A material failure to perform a covenant (other than payment) shall be an Event of Default only if such failure continues for thirty (30) days after Lessee's receipt of written notice describing the default in reasonable detail; provided that if the default cannot reasonably be cured within thirty (30) days, Lessee shall not be in default if Lessee commences cure within such period and thereafter diligently prosecutes cure to completion.

(c) Temporary Closure. Temporary interruption of operations due to casualty, force majeure, equipment failure not caused by Lessee, governmental order, or District-performed work shall not constitute an Event of Default. For voluntary closures (e.g., seasonal adjustment, menu changeover, staffing transition), Lessee may close the Restaurant for up to seven (7) consecutive days, not more than twice per Lease year, upon prior written notice to District.

(d) If, at any time during the Lease Term, Lessee files in any court, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Lessee's property, including, without limitation, its leasehold interest in the Premises, or if Lessee makes an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors, or if, at any time during the Lease Term, there is filed against Lessee in any courts pursuant to any statute of the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Lessee's property, including, without limitation, its leasehold interest in the Premises, and any such proceeding against Lessee is not dismissed within sixty (60) days following the commencement thereof.

(e) If Lessee's leasehold interest in the Premises or property therein is seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Lessee's leasehold interest in the Premises is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

21.2 Remedies on Default. Upon an Event of Default that remains uncured after the applicable notice and cure period, District shall have the rights and remedies available at law or in equity, which shall be exercised in good faith and in a commercially reasonable manner, and subject to the following limitations:

(a) No Self-Help; Lawful Process. District shall not re-enter the Premises or dispossess Lessee by self-help, and any recovery of possession shall be pursued only to the extent permitted by applicable law through appropriate legal proceedings.

(b) Termination; Amounts Recoverable. District may terminate this Lease by written notice to Lessee and recover from Lessee only (i) all Rent and other sums accrued and unpaid through the effective date of termination, and (ii) District's actual, direct damages proven to result from the default, in each case less amounts actually received by District from any replacement occupant and subject to District's duty to mitigate as set forth below. Attorneys' fees and court costs shall be recoverable only by the prevailing party in any action or proceeding.

(c) Re-Letting; Mitigation; Application of Rents. If District elects to re-let the Premises (whether after termination or following a recovery of possession), District shall use commercially reasonable efforts to mitigate damages by attempting to re-let the Premises on commercially reasonable terms. Net rents received from any re-letting shall be applied first to reasonable out-of-pocket costs of re-letting (including reasonable brokerage commissions and reasonable attorneys' fees actually incurred in connection with the re-letting), and then to amounts due from Lessee. Lessee shall be responsible only for any deficiency as and when Rent would have become due under this Lease, and District shall not be entitled to duplicate recovery for the same period.

(d) No Acceleration. Acceleration of Rent and other sums is deleted and shall not apply, and District's recovery, if any, for future periods shall be limited to amounts otherwise permitted under applicable law after giving effect to District's mitigation obligations and actual replacement rents.

(e) District May Cure Lessee Defaults. If Lessee defaults in the performance of any non-monetary obligation and fails to cure within the applicable cure period after notice, District may (except in an emergency) perform such obligation for Lessee's account after giving Lessee written notice and a reasonable opportunity to perform. Lessee shall reimburse District for reasonable, documented, out-of-pocket costs actually incurred (without markup), which reimbursement shall constitute Additional Rent and shall be due within thirty (30) days after invoice. In an emergency threatening imminent injury to persons or material damage to property, District may act without prior notice and shall notify Lessee as soon as reasonably practicable thereafter.

(f) No Contractual Lien; No Seizure/Sale of Personal Property. The contractual lien and any right to take possession of or sell Lessee's personal property shall not apply. District's rights, if any, with respect to Lessee's personal property shall be only those expressly provided by applicable law and only through lawful process.

(g) Rights Cumulative; No Waiver. Acceptance of late or partial payments shall not constitute a waiver of District's rights with respect to a then-existing default unless District expressly agrees in writing, and District's remedies shall be cumulative to the extent permitted by law, subject to the limitations set forth above.

21.3

ARTICLE XXII. DEFAULTS BY DISTRICT; REMEDIES

22.1 If District neglects or fails to perform or observe any of the terms, covenants or conditions contained in this Lease on its part to be performed or observed within thirty (30) days after District's receipt of written notice from Lessee of default or, when more than thirty (30) days shall be required to cure the default, if District shall fail to commence such cure within said thirty (30) day period or thereafter fail to proceed diligently to cure such default, then District shall be liable to Lessee for any and all damages sustained by Lessee as a result of District's breach.

ARTICLE XXIII. EMINENT DOMAIN

23.1 Complete Taking. If the whole of the Premises shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Premises shall be so taken or condemned that the portion or portions remaining is or are not sufficient and suitable, in the mutual reasonable judgment of District and Lessee, for the continued operation of the business contemplated by this Lease to be conducted thereon, therein or therefrom so as to effectively render the Premises un-tenantable, then this Lease and the term hereby granted shall cease and terminate as of the date on which the condemning authority takes possession and all Rent shall be paid by Lessee to District up to that date or refunded by District to Lessee if Rent has previously been paid by Lessee beyond that date.

23.2 Partial Taking. If a portion of the Premises is taken, and the portion or portions remaining can, in the mutual reasonable judgment of District and Lessee, be adapted and used for the conduct of Lessee's business operation, such that the Premises are not effectively rendered

un- tenantable, then the District and the Lessee shall promptly restore their respective remaining portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Lease shall continue in full force and effect except that the Rent payable hereunder shall, if necessary, be equitably adjusted to take into account the portion or portions of the Premises lost by the taking.

ARTICLE XXIV. SALE OR MORTGAGE BY DISTRICT

24.1 District may sell or convey its interest in and to the Facility and may assign this Lease to a successor owner or governmental entity. District shall provide Lessee written notice of any such assignment at least thirty (30) days prior to the effective date of assignment (or as soon as practicable if shorter notice is required by law). Any assignee shall expressly assume in writing all of District's obligations under this Lease accruing from and after the effective date of assignment.

24.2 District shall not be released from liabilities arising from District's acts or omissions occurring prior to the effective date of assignment. District shall remain responsible for, and Lessee may pursue, any claims arising from such pre-assignment matters, subject to applicable sovereign immunity and other legal limitations.

24.3 District shall transfer (or cause to be transferred) to the assignee all amounts held as the Security Deposit, together with an accounting to Lessee, and shall provide Lessee with the assignee's name and notice address for purposes of this Lease.

ARTICLE XXV. ATTORNMENT

25.1 Lessee shall and hereby agrees to attorn, and be bound under all of the terms, provisions, covenants and conditions of this Lease, to any successor of the interest of District under this Lease for the balance of the Lease Term remaining at the time of the succession of such interest to such successor. In particular, in the event that any proceedings are brought for the foreclosure of any mortgage or security interest encumbering or collateral assignment of District's interest in the Premises, or any portion thereof, Lessee shall attorn to the purchaser at any such foreclosure sale and recognize such purchaser as District under this Lease, subject, however, to all of the terms and conditions of this Lease. Lessee agrees that neither the purchaser at any such foreclosure sale nor the foreclosing mortgagee or holder of such security interest or collateral assignment shall have any liability for any act or omission of District, be subject to any offsets or defenses which Lessee may have as claim against District, or be bound by any advance Rents which may have been paid by Lessee to District for more than the current period in which such Rents come due.

ARTICLE XXVI. QUIET ENJOYMENT

26.1 District agrees that Lessee, upon paying the rent and performing the terms, covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises from and after District's delivery of the Premises to Lessee in accordance with Section 3.5 until the end of the Lease Term, subject to the other provisions of this Lease.

ARTICLE XXVII. NOTICES AND CONSENTS

27.1 All notices, consents, approvals, requests, demands, releases, waivers, certifications, and other communications permitted or required to be given under, or referred to in, this Lease shall be in writing and shall be and deemed duly served or given: (i) when actually delivered, if delivered by overnight or other courier or delivery service which confirms delivery in writing or (ii) within five (5) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to all persons entitled to receive notice for such party pursuant to Section 1.12. District and Lessee may, from time to time by written notice to the other, designate another place for receipt of future notices.

ARTICLE XXVIII. MISCELLANEOUS

28.1 Waiver or Consent Limitation. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon District or Lessee unless in writing and executed by District or Lessee, as the case may be. Neither the failure of District or Lessee to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any Rent by District with knowledge of a breach of this Lease by Lessee in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that District or Lessee may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements and conditions.

28.2 Force Majeure. The occurrence of any of the following events shall excuse such obligations of District or Lessee as are thereby rendered impossible or reasonably impracticable for so long as such event continues: lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform. Notwithstanding the foregoing, the occurrence of such events shall not excuse Lessee's obligations to pay Rent (except as provided in Section 18.4) or excuse such obligations as this Lease may otherwise impose on the party to obey, remedy or avoid such event.

28.3 District Calculations, Determinations and Requirements. Whenever this Lease contemplates District will calculate, allocate, or prorate amounts payable by Lessee, District shall make such determinations in good faith, in a reasonable and equitable manner, and shall provide reasonable written detail and supporting documentation upon Lessee's request (including the basis of allocation and any proration). Lessee shall have thirty (30) days after receipt of the calculation to dispute it in good faith by written notice specifying the items in dispute. The parties shall confer in good faith to resolve the dispute. Pending resolution, Lessee shall timely pay all undisputed amounts.

If the parties cannot resolve the dispute within thirty (30) days after Lessee's dispute notice, either party may request review by an independent certified public accountant mutually selected by the parties. The accountant shall determine the disputed items based on the standards set forth in this Section. The accountant's determination shall be final absent manifest error. The cost of the accountant shall be borne by the non-prevailing party (or split equally if neither party substantially prevails).

28.4 Failure to Give Consent. If District or Lessee improperly fails to give any consent or approval referred to in this Lease, the other party hereto shall be entitled to specific performance in equity and shall have such other remedies as are reserved to it under this Lease, but in no event shall District or Lessee be responsible in monetary damages for such failure to give consent.

28.5 Reasonableness. Except where expressly provided to the contrary in this Lease, whenever this Lease provides that a consent, approval, decision or judgment of either party is required, such consent, approval, decision or judgment will not be unreasonably withheld or delayed. There are certain provisions of this Lease, however, in which either District or Lessee may withhold its consent "in its sole discretion." These specific provisions, which may be viewed as allowing such party in such instance to deviate from a standard or reasonableness which is imposed on District and Lessee in connection with other provisions of this Lease, have been negotiated and bargained for and represent a material part of the consideration to be received by each party. The parties, bearing in mind the rights, duties and obligations of the parties to honor the implied covenants of good faith and fair dealing, have specifically negotiated for and agreed that it is the intent of the parties that District or Lessee, where expressly provided, may exercise their respective consent authority pursuant to a subjective standard of sole discretion.

28.6 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between District or any other person or entity (including Lessee) or as causing District to be responsible in any way for the debts or obligations of such other person or entity.

28.7 Severability; Construction of Provisions. If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two
(2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

28.8 Warranties. Lessee is a limited liability company and the person or persons executing this Lease on behalf of Lessee hereby covenant and warrant as of the Effective Date that: (i) such limited liability company is duly established in and qualified to do business in the State of Florida;
(ii) such limited liability company has paid all applicable franchise and other taxes; (iii) such entity will file or pay when due all future forms, reports, fees and other documents necessary to comply with applicable laws; (iv) the signing party to this agreement is authorized to sign for the entity.

District warrants that fee simple title to the real property on which the Facility is located is vested in District as of the date hereof and is not subject to any lien or other encumbrance which would adversely affect the ability of Lessee to utilize the Premises in a manner consistent with this Lease.

28.9 Entire Agreement. This Lease supersedes and cancels any and all previous negotiations, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between District and Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret, construe, supplement or contradict this Lease. Phrases such as "including" and "for example" shall in no circumstances be construed as phrases of limitation but shall be treated as merely providing examples of the more general language which more general language shall be broadly and fairly construed.

28.10 Time of Essence. Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

28.11 Access. District and District's agents shall have the right, upon reasonable notice to Lessee (except in the case of an emergency or threatened emergency or a threatened default under this Lease, when no notice shall be required), to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or tenants provided that District shall attempt to minimize interference with Lessee's business. Lessee shall have access to the Premises twenty four (24) hours per day, seven days per week.

28.12 Attorney's Fees. If either party brings an action to recover any sum due hereunder, or for any breach hereunder, and obtains a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law). District shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against Lessee, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim.

28.13 Brokers. District and Lessee hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Lease. On the basis of such representation and warranty, each party shall and hereby agrees to indemnify and save and hold the other party harmless from and against the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Lease.

28.14 Rules and Regulations. District may implement and modify reasonable, non-discriminatory rules and regulations governing conduct at the Premises and the Facility, provided that any modification (i) is applied uniformly to similarly situated users, (ii) does not materially diminish Lessee's rights under this Lease, and (iii) does not materially increase Lessee's costs or obligations except to the extent required by applicable law or required for safety, security, or efficient facility operations. District shall provide Lessee at least thirty (30) days' prior written notice of any non-emergency modification to the Rules and Regulations.

In the event of a conflict between the Rules and Regulations and this Lease, this Lease shall control, except to the extent a conflicting rule is required by applicable law and cannot be waived by District.

28.15 Applicable Law. This Lease Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Lease Agreement shall be venued in the Circuit Court of Palm Beach County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN PALM BEACH COUNTY, FLORIDA.

28.16 Fire Extinguishers. Lessee shall, at all times and at its own cost, maintain the code-required fire extinguisher(s) on the Premises and shall maintain an annual service contract on extinguishers during the Lease Term (including renewal options).

28.17 No Modification. No modification, waiver, amendment, discharge or change of this Lease shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

28.18 Employees: Independent Contractor Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of Lessee or entities retained by Lessee are the sole responsibility of Lessee. Lessee shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any services hereunder, Lessee shall be a tenant only and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Lessee. Lessee has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District.

28.19 Radon Gas. Pursuant to Florida Statutes Sections 404.056(8), Lessee is hereby notified of the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County public health unit. E-Verify. The Lessee, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Lessee further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Lessee agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Lessee shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Lessee is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Lessee shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The

Lessee shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Lessee is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District may promptly notify the Lessee and order the Lessee to immediately terminate its subcontract with the subcontractor. The Lessee shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Lessee's failure to comply with the E-Verify requirements referenced in this subsection.

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

28.21 Scrutinized Company Certification. Lessee hereby certifies that as of the date below Lessee is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Lessee further certifies that:

(a) Lessee is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Lessee was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

(b) For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Lessee does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:

    i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or

    ii. Have a material business relationship involving the supply of military equipment, or

    iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or

    iv. Have been complicit in the genocidal campaign in Darfur.

2. Lessee does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

    i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

    ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

3. Lessee is not engaged in business operations in Cuba or Syria.

(c) Lessee understands that this Agreement may be terminated at the option of the District if Lessee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

28.22 Convicted Vendor List. Lessee hereby certifies that neither Lessee nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Damage to District Property. The Lessee will be held responsible for the effects of the Services provided on the premises of the Recreation Facilities and will be required to make good at its own cost, or reimburse the District for, any damage or injury to the District's property, including, but not limited to, damage to or destruction of walls, flooring, or sodded areas owned or maintained by the District, resulting from Lessee's performance of the Services or otherwise resulting from Lessee's acts or omissions or the acts or omissions of its employees or agents, or otherwise arising from the Classes conducted pursuant to this Agreement.

28.23 Anti-Human Trafficking Affidavit. Lessee shall provide the District with an affidavit executed by an officer or a representative of the Lessee under penalty of perjury attesting that the Lessee does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Print name: _____
Secretary/Assistant Secretary

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

this ____ day of _____, 2026

Witnesses:

_____, a

Print name:_____

By: _____

Title:_____

Print name: _____

this ____ day of _____, 2026

Exhibit A - Site Plan of the Premises

Exhibit B - Rules and Policies of the District

Exhibit C- District's Inventory

Exhibit D- Form of Income Statement

Exhibit E- New Equipment