AVENIR
COMMUNITY DEVELOPMENT DISTRICT

CITY OF PALM BEACH GARDENS

REGULAR BOARD MEETING
& PUBLIC HEARING
SEPTEMBER 3, 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 & PUBLIC HEARING
September 3, 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. June 25, 2026, Regular Board Meeting Minutes

F. Public Hearing

1. Proof of Publication
2. Receive Public Comments on Fiscal Year 2026/2027 Final Budget
   (**Limited to 3 Minutes Per Person**)
3. Consider Resolution No. 2026-07 – Adopting a Fiscal Year 2026/2027 Final Budget

G. Old Business

H. New Business

1. Consider Resolution No. 2026-08 – Adopting a Fiscal Year 2026/2027 Meeting Schedule
2. Consider Approval of 2026 Avenir Somerset Charter School Turkey Trot 5k
3. Consider Approval of Avenir Common Area Power Washing (Florida Coast) ($66,570.00)
4. Consider Approval of Pump Station Pressure Washing and Paint (Wallcraft Custom) ($6,890.00)
5. Consider Approval of Avenir Mulch - Panther National Blvd & Publix Access Road (Arazoza) ($37,500.00)
6. Consider Approval of Phase 1 of Cabbage Palm Replacement (Arazoza) ($42,550.00)
7. Consider Approval of Avenir Annual Engineers Report 2026
8. Discussion Regarding Revocation of Flock Cameras

I. Change Orders

1. Consider Approval of CO NO 2 - Coconut Boulevard Fence & Drainage Revisions (H&J) ($148,918.81)
2. Consider Approval of CO NO 23 - Avenir Phase Two Earthwork Contract - Miscellaneous Earthwork Items (H&J) ($217,212)
3. Consider Approval of CO NO 1 - Avenir Pod 21 Phase One Miscellaneous (H&J) ($103,285.00)
4. Consider Approval of CO NO 2 - Coconut Boulevard - Fence & Drainage Revisions (H&J) ($148,918.81)
5. Consider Approval of CO NO 3 - Avenir Pod 11 Phase One Conduit Sleeving (Centerline) ($58,058.22)
6. Consider Approval of CO NO 4 - Avenir Phase Spine Road Phase 5 LS 13 & 14 Pump Upgrade (Centerline) ($209,982.57)
7. Consider Approval of CO NO 2 - Avenir Pod 21 Misc. Items (Centerline) ($92,760.35)

J. Consent Agenda

1. Consider Ratification of Avenir CDD Termination of Blanket Easement
2. Consider Ratification of Partial Release of CDD Encumbrances - Series 2018-1 & Series 2018-2
3. Consider Ratification of Partial Release of CDD Encumbrances - Series 2023 Town Center Project
4. Consider Ratification of Pod 11 Entry Feature Electrical (AC Quality) ($24,025.00)
5. Consider Ratification of Pod 11 Entry Feature Roofing (CJM Roofing) ($4,800.00)
6. Consider Ratification of Pod 11 Entry Feature Shell (Construction Trade Partners) ($139,022.00)
7. Consider Ratification of Pod 11 Stone Gate Entry Feature Stonework (Titan Stone) ($42,768.00)

   Items 4–7: Consider Waiving the Bond Requirement Pursuant to Page 11, Item 5(P) of Each Respective Item
8. Consider Ratification of Pod 11 Entry Feature Signage (JC Iron Ornamentals) ($7,700.00)
9. Consider Ratification of Pod 11 Entry Feature Stucco (Progressive Plastering) ($4,902.00)
10. Consider Ratification of Avenir Pod 17 - Maintenance Agreement
11. Consider Ratification of Avenir Pod 17 - Landscape Easement
12. Consider Ratification of Avenir Pod 17 - Lake Interconnect Easement
13. Consider Ratification of Avenir Pod 19 - Maintenance Agreement
14. Consider Ratification of Avenir Pod 19 - Landscape Easement
15. Consider Ratification of Avenir Pod 19 - Lake Interconnect Easement
16. Consider Ratification of Avenir Pod 19 - Boardwalk Easement Agreement
17. Consider Ratification of 16 Pedestrian SL's along Northlake Blvd Parkway Buffer Pod C (FPL)
18. Consider Ratification of Pod 21 Buffer Irrigation (Arazoza)
19. Consider Ratification of Pod 21 Buffer Landscape (Arazoza)
20. Consider Ratification of Pod 21 Lakes Irrigation (Arazoza)
21. Consider Ratification of Pod 21 Lakes Landscape (Arazoza)
22. Consider Ratification of Pod 21 Aluminum Beams (JC Iron Ornamental Works) ($69,400.00)
23. Consider Ratification of Pod 21 Common Area Structures Concrete Work (CCA) ($102,560.00)
24. Consider Ratification of Pod 21 Common Area Structures Trusses (CCA) ($3,210.00)
25. Consider Ratification of Pod 21 Install of FPL Feeder & Conduit - Coconut Blvd to Panther National Blvd (SPF) ($42,385.20)
26. Consider Ratification of Pod 21 Lake Ridge Retaining Walls (Signature Privacy Walls) ($295,815.00)
27. Consider Ratification of Pod 21 Mail Center & Shade Structure Electrical Work (AC Quality Electric) ($32,985.00)
28. Consider Ratification of Pod 21 Mail Center & Shade Structure Roofing (CJM Roofing) ($13,000.00)
29. Consider Ratification of Pod 21 Mail Center & Shade Structure Stucco Work (Progressive Plastering) ($15,734.00)
30. Consider Ratification of Pod 21 Parks Irrigation (Arazoza) ($192,292.50)
31. Consider Ratification of Pod 21 Parks Landscape (Arazoza) ($197,590.00)
32. Consider Ratification of Pod 21 Street Trees Landscape (Arazoza) ($117,968.00)
33. Consider Ratification of Pod 21/19 Park Retaining Walls (Signature Privacy Walls) ($150,585.00)
34. Consider Ratification of Bald Cypress Replacement at Orchid Isles (Arazoza) ($4,725.00)
35. Consider Ratification of Bald Cypress Replacement at Regency (Arazoza) ($900.00)

36. Consider Ratification of Bush Hog East Berm Firebreak July 2026 (Arazoza) ($1,275.00)
37. Consider Ratification of Bush Hog East Berm Firebreak August 2026 (Arazoza) ($1,275.00)
38. Consider Ratification of Bush Hog Publix Swale July 2026 (Arazoza) ($975.00)
39. Consider Ratification of Bush Hog Publix Swale August 2026 (Arazoza) ($975.00)
40. Consider Ratification of Bush Hog East Side of Panther National July 2026 (Arazoza) ($925.00)
41. Consider Ratification of Bush Hog East Side of Panther National August 2026 (Arazoza) ($925.00)
42. Consider Ratification of Weedeat East Berm Aluminum Fence July 2026 (Arazoza) ($650.00)
43. Consider Ratification of Weedeat East Berm Aluminum Fence August 2026 (Arazoza) ($650.00)
44. Consider Ratification of Revised Palm Replacements - Coconut Boulevard (Arazoza) ($11,500.00)
45. Consider Ratification of Regency Pumpstation Revised Clamps & Seals Replacement (Arazoza) ($6,000.00)
46. Consider Ratification of Green Buttonwood Damaged by Car Accident (Arazoza) ($572.00)
47. Consider Ratification of Vehicle Damage - Small Roundabout End of Avenir Dr (Arazoza) ($746.00)
48. Consider Ratification of 2-inch & 1.5-inch Valve Replacements on Coconut Blvd (Arazoza) ($1,200.00)
49. Consider Ratification of Pod 16 Replat - Kolter
50. Consider Ratification of Clubhouse Pickle Ball & Tennis Court Electrical Work (Intrepid) ($1,488.34)
51. Consider Ratification of Clubhouse Irrigation Pump Motor Replacement (Arazoza) ($7,975.00)
52. Consider Ratification of Clubhouse Irrigation Pumpstation Relief Valve & Pressure Tank Replacement (Arazoza) ($1,440.00)
53. Consider Ratification of Avenir Mecca Mains SUA Requested Repairs (Centerline) ($12,853.13)

K. Clubhouse

1. Clubhouse Comments from the Public on Items Not on the Agenda
   (**Limited to 3 Minutes Per Person**)
2. Clubhouse Management Report
3. Clubhouse Lifestyle Management Report
4. Consider Approval of Fountain Feature Spare Pump Motor (Sullivan Electric) ($1,666.17)
5. Consider Approval of Avenir Clubhouse Power Washing (Florida Coast) ($8,520.05)
6. Consider Resolution No. 2026-09 - Adopting Service Animal Policy
7. Discussion Regarding Clubhouse Amenity Rule Amendments
8. Discussion Regarding Additional Vesta Clubhouse Staff Coverage
9. Discussion Regarding EPIC Forensics and Engineering Report
10. Discussion Regarding Clubhouse Restaurant
11. Consider Approval of Portable Outside Grill ($6,653.55)

L. Administrative Matters

   A. Board to Complete Required 4 Hours of Ethics Training by December 31, 2026.
   B. Next Meeting Scheduled for September 24, 2026.

M. Board Member Comments

N. Adjourn

Publication Date
2026-08-21

Subcategory
Miscellaneous Notices

AVENIR COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026/2027 BUDGET AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (the Board) of the Avenir Community Development District (the District) will hold a public hearing on September 3, 2026, at 12:30 p.m. in The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 for the purpose of hearing comments and objections on the adoption of the budget of the District for Fiscal Year 2026/2027. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and budget may be obtained from the Districts website (www.avenircdd.org) seven (7) days prior to the public hearing/meeting or at the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Telephone: (561) 630-4922 and/or toll free at 1-877-737-4922, during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or Supervisors may participate by speaker telephone.

Any person requiring special accommodations at this public hearing and meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenircdd.org
No.12552463 Aug 14, 21, 2026

AVENIR COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JUNE 25, 2026

A. CALL TO ORDER

The June 25, 2026, Regular Board Meeting of the Avenir Community Development District (the "District") was called to order at 12:30 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 (via phone) 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 Perry Baldwin and Patrice Chiaramonte.

Also present were the following District residents: Ben Sadler and David Khani (via phone).

Also present were the following:
Eric Echevarria and Anthony Loyacona – FCI Residential
James Candela, Methodology Consultant, and Demi Fink of Special District Services, Inc.

D. ADDITIONS OR DELETIONS TO THE AGENDA

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

There were no comments from the public at this time.

E. APPROVAL OF MINUTES

1. May 28, 2026, Regular Board Meeting

The minutes of the May 28, 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 May 28, 2026, Regular Board Meeting, as presented.

F. OLD BUSINESS

Ms. Bowden reported that both clubhouse golf carts had been sold with the proceeds as follows: the three row cart sale in the amount of $4,207.50 and the maintenance cart sale in the amount of $386.10.

She further reported that the Seacoast Utility account audit was ongoing; one account has been transferred to the correct entity, and the District will receive a $10,659.35 credit for an account identified as not the responsibility of the CDD.

G. NEW BUSINESS

1. Consider Final Furst Supplemental Methodology (AA2 - Parcel A-10)

Mr. Candela presented the Final First Supplemental Methodology (AA2 – Parcel A-10 Project) following the Preliminary Supplemental Methodology previously presented and approved in substantial form at the March 26, 2026, Avenir Regular Board Meeting.

In Appendix 1, he noted that the total project cost remained $42,210,698.00. Appendix 2 reflects the total bond sizing of $36,355,409. Appendix 3 explains the project benefit per unit. Appendix 4 outlines the bond debt per unit and indicates a total of 230 units. Appendix 5 displays the maximum annual debt service assessment in addition to the net amount. Appendix 6 explains the maximum annual debt service assessment per unit for the A and B Bond that may be collected.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving the Final First Supplemental Methodology (AA2-Parcel A-10).

2. Consider Resolution No. 2026-06 – Resetting Public Hearing Date to Adopt Fiscal Year 2027 Final Budget

Resolution No. 2026-06 was presented, entitled:

RESOLUTION NO. 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2026-04; AMENDING THE DATE AND TIME FOR THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2026/2027 FINAL BUDGET AND ASSESSMENTS AND AUTHORIZING THE SECRETARY AND DISTRICT MANAGER TO TAKE CERTAIN ACTIONS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Mr. Pierman explained that the Board reported scheduling conflicts and requested that the Public Hearing to Adopt the Fiscal Year 2026–2027 Final Budget, originally scheduled for August 27, 2026, be rescheduled.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed adopting Resolution 2026-06, resetting the Public Hearing to September 3, 2026.

3. Consider Avondale Fence Request

Ms. Bowden presented the Avondale HOA request to install two fences along the lakes that border Coconut Boulevard and identified the proposed locations.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Avondale Fence Request and authorizing preparation of an agreement consistent with prior approvals for similar fence requests approved by the Board.

4. Consider Additional Holiday Lights

Ms. Bowden presented an updated holiday lighting proposal, including the Panther National entrance and enhancements based on prior years' feedback, including additional lighting for the Royal Palms at the Coconut Boulevard entrance. The total proposal is $44,564.00, compared to the original $34,376.00. Mr. Pierman noted the Fiscal Year 2026–2027 budget was $40,000.00; if approved, contingency funds will be used to cover the $4,564.00 over-budget amount, and an amendment to the existing contract would be prepared.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving the additional holiday lighting totaling $44,564.00.

5. Consider 2026 Storm Cleanup Proposal (Arazoza Brothers)

Ms. Bowden, on behalf of Arazoza Brothers, presented Hurricane and Tropical Storm Damage Cleanup pricing in preparation for the upcoming hurricane season. She explained that these services would be utilized only in the event of a severe storm.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving the 2026 Storm Cleanup Proposal (Arazoza Brothers), with an amendment to the existing maintenance agreement to be prepared.

6. Consider Palm Replacements – Coconut Boulevard (Arazoza Brothers)

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving Palm Replacements – Coconut Boulevard (Arazoza Brothers).

7. Update Regarding 2026 Legislation Prepared by Billing Cochran

Mr. Pawelczyk presented the legislative memorandum prepared by Billing, Cochran regarding the 2026 Florida Legislative Session. He noted that certain legislation had not yet been signed by the Governor but was expected to become law, and that he will advise appropriate staff of any changes.

Section 2 & 6 were not reviewed as it is not applicable to the Avenir CDD.

Section 1, he explained, pertains to an increase of sovereign immunity liability caps for claims accruing on or after October 1, 2026, from $200,000 to $350,000 per person and from $300,000 to $500,000 per incident, which may result in increased insurance costs.

Section 3 allows governmental entities to conduct confidential attorney-client meetings during the statutory notice period for claims filed under the Bert J. Harris, Jr., Private Property Rights Protection Act. During these closed sessions, the CDD may privately discuss settlement strategy with legal counsel.

The transcript becomes a public record once the claim has been resolved or the statutory timeframe expires if no settlement or lawsuit is filed.

Section 4 expands cybersecurity with opportunity for CDDs to access state-negotiated cybersecurity contracts and services for district systems.

Section 5 outlines a formal statutory recall process for elected members of CDD Boards of Supervisors.

Section 7 explains that local governments, including CDDs, will be required to provide electronic payment options and maintain online payment capabilities when accepting payments.

8. Update Regarding SW Conservation Area – Boardwalk Easement Pod 19

Mr. Pawelczyk explained that the HOA would be fully responsible for ensuring that the SW Conservation Area – Boardwalk Easement within Pod 19 is properly maintained. He further noted that the CDD is not obligated for repairs or maintenance related to the easement and may close or abandon the easement following the required notice.

Mr. Cartlidge inquired who was responsible for insurance coverage. Mr. Pawelczyk stated that the HOA was responsible, not the CDD.

9. Update Regarding SW Conservation Area – Boardwalk Easement Pod 20

Mr. Pawelczyk noted that the terms for Boardwalk Easement Pod 19 also applied to Pod 20.

10. Discussion Regarding Request for Permission to Collect Seed (Veteran Tree & Stump LLC)

Ms. Bowden explained that Veteran Tree & Stump LLC had requested approval to collect native grass seed on CDD property within Avenir.

Following discussion, a **motion** was made by Ms. Schechter, seconded by Ms. Cepero denying the request allowing the company to collect seed from District property.

H. CHANGE ORDERS

1. Consider CO#1 – Additional Flashing Crosswalk Signs (H&J) - $167,750

Ms. Bowden explained that the District's current agreement with H&J included eight crosswalk flashers, all of which had been installed at the following locations: Charter School (2), Avenir Clubhouse (4), and Town Center Bypass Road (2). Board approval is requested for ten additional flashing crosswalk signs at the following locations: Charter School (1), Coconut Boulevard south of Avenir Drive (3), Solana Bay and Apex (3), and the East Panther Entrance on Coconut Boulevard (3).

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed approving Change Order No. 1 for a total of ten additional flashing crosswalk signs with H&J in the amount of $167,750.00.

I. CONSENT AGENDA

1. **Consider Ratification of Bush Hog E Berm Firebreak - June 2026 (Arazoza) ($1,275.00)**
2. **Consider Ratification of Bush Hog E Side of Panther National - June 2026 (Arazoza) ($925.00)**
3. **Consider Ratification of Bush Hog Publix Swale - June 2026 (Arazoza) ($975.00)**
4. **Consider Ratification of Irrigation 2in Valve Replacement on Northlake (Arazoza) ($650.00)**
5. **Consider Ratification of Weedeat East Berm Aluminum Fence - June 2026 (Arazoza) ($650.00)**
6. **Consider Ratification of Northlake Boulevard Sign & Delineator Installation (JW Cheatham) - $3,200**
7. **Consider Ratification of Coconut Boulevard Pavement Restoration (H&J) (71,000)**

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed approving Consent Agenda Items 1 through 7, as presented.

J. CLUBHOUSE

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

There were no comments at this time.

2. Clubhouse Management Report

Mr. Baldwin presented the Clubhouse Management Report and noted that Mr. Cartlidge's lighting concerns had been addressed and the photocell issue had been resolved. He further reported that the Avenir entrance fountains were now being cleaned three times per week and that additional work was needed on the AC thermostat, with a proposal to be provided.

Mr. Baldwin also noted that pool deck paver repairs were needed; however, due to the ongoing forensic audit, the District is hesitant to proceed at this time. Mr. Cartlidge suggested notifying the vendor of the required emergency repairs, providing 48-hour notice with photo documentation, and requesting acknowledgment prior to completing the repairs.

Furthermore, Mr. Baldwin is working with CAST and staff to obtain recommendations for the suggested clubhouse roof cleaning. Staff will provide the roof plans for records. He also noted a resident request for pool rail covers.

In addition, vacation homes and homes with larger families within Avenir requiring multiple guest access IDs were discussed, and staff was directed to draft language for the Clubhouse Policy addressing these situations.

Ms. Chiaramonte reviewed recent events, including the Memorial Day celebration featuring a band, which received positive feedback from residents and appreciation for larger Avenir events. She also highlighted several successful food truck events, movie nights, and The Nest hosted private Ball Play VIP Experience event for Avenir residents.

3. Consider Clubhouse 2026 Storm Cleanup Proposal (Arazoza Brothers)

Ms. Bowden noted that the proposal was consistent with and mirrored the Arazoza Brothers' proposal previously discussed during the meeting for the District's common areas.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving the Clubhouse 2026 Storm Cleanup Proposal (Arazoza Brothers), with an amendment to the existing maintenance agreement to be prepared.

4. Consider Clubhouse Pool Palm Replacement Proposal (Arazoza Brothers)

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed approving the Clubhouse Pool Palm Replacement Proposal.

5. Consider Clubhouse Pool Additional Synthetic Turf

Ms. Bowden presented the pool area that currently has sod and suggested installation of turf, as the area is highly utilized. Two proposals were received: one from Elite Synthetic Turf in the amount of $19,175.00, and another from Pro Turf Greens in the amount of $17,574.00.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed awarding the contract to the lowest bidder, Pro Turf Greens, in the amount of $17,574.00.

6. Consider Electrical Proposals – Access Point Technologies

Mr. Baldwin presented two proposals from Access Point Technologies: one for desk installation in the amount of $1,300.00 and one for existing cable consolidation in the amount of $1,250.00.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed approving both electrical proposals from Access Point Technologies totaling $2,550.00, and acknowledging ratification of the additional funds required for the previously approved desk installation budget, which had a not-to-exceed amount of $3,000.00.

7. Consider Fitness Center Lock Room Locks

Mr. Baldwin presented three bids and recommended the purchase of a total of 32 fitness center locker room locks. The proposals included D&O Locksmith at a unit price of $209.00, Kaminsky Locksmith at $152.74 per unit, and Deluxe Locksmith at $230.00 per unit.

Mr. Cartlidge expressed concern that the lockers could be used for long-term storage by patrons. Mr. Baldwin clarified that lockers would remain accessible to staff and that any items left overnight would be removed daily. Staff was directed to incorporate appropriate language into the Clubhouse Policy addressing locker use.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving staff's recommendation of awarding the contract to D&O Locksmith at a unit price of $209.00 for a total of 32 locks.

8. Discussion Regarding Fitness Trainer – Palm Beach Spectrum Group, LLC

Ms. Bowden explained that Ms. Turano and Ms. Miller requested approval for children Leia Turano (age 16) and Fernando Turano (age 11) to participate in training sessions with Palm Beach Spectrum Group, LLC, with assigned therapists Erik Parry and Dan Locascio.

The Board acknowledged that the current Amenity Rules Handbook permits fitness center use for individuals age 13 and older and requires all instructors to be approved District employees or contractors. Staff noted that the required Certificate of Insurance had been provided and that additional documentation may be requested by Vesta to complete administrative processing.

Staff was directed to present proposed amendments to the Amenity Rules Handbook at the next meeting to reflect the Board's suggested updates.

Following discussion, a **motion** was made by Mr. Cartlidge, seconded by Ms. Schechter temporarily waiving the current Amenity Rules on a limited basis to allow gym access for Leia and Fernando Turano, under the supervision of approved trainers. This approval is limited solely to Palm Beach Spectrum Group, LLC, specifically trainers Erik Parry and Dan Locascio, and applies only to Leia Turano (age 16) and Fernando Turano (age 11).

9. Discussion Regarding Clubhouse Restaurant

Ms. Bowden presented the following detail regarding the Clubhouse restaurant:

Historical Recap:

- The District and Nest have been working on an agreement for a full kitchen buildout.
- In order for Nest to cook in the AVR kitchen, the District would need to obtain a food service license through DBPR. This requires an owner and Social Security number tied to the license.
- If the District holds the license, it would be responsible for maintaining the kitchen, including cleaning and upkeep.
- Nest cannot operate under its existing license within the AVR kitchen; the AVR facility would need its own separate license.

Staff recommendation to the Board: Continue services under the existing Nest/District catering agreement, including:

- Specialty nights (ticketed events)
- Scheduled bar cart service at the pool with bartender
- Resident events (based on availability)
- Holiday events
- Food ordering via QR code (delivered in ~30-minute increments)

Proposed Timeline/Go live: September 2026

Operations & Setup:

- The District currently has tables and chairs to accommodate approximately 60 people (minimum capacity of ~30–35).
- Nest will provide cutlery, dishes, and related service items.

Kitchen Use Limitations:

- Avenir kitchen: No use of built-in cooktops; space can be used for refrigeration, warmers, and prep.
- Poolside Cabana buildout: Nest may utilize this space and use portable cooktops but not install or operate a built-in cooktop under the current catering license.

Additional Service Opportunities:

- Grab & Go: Nest can explore a paid coffee option.

Items Required for Implementation:

- District would need to consider:
  1. Limiting outside food and beverage allowances at the clubhouse
  2. Granting The Nest first right of refusal for District catered events

Future Considerations:

- The Board could explore obtaining its own food service license in the future to allow on-site cooking.
- Potential implementation of a food & beverage minimum spend requirement for residents to ensure revenue for both the District and Nest.

Following discussion, a **motion** was made by Ms. Schechter, seconded by Mr. Lopez directing staff to prepare proposed agreement terms for consideration at the next Avenir Board meeting scheduled for September 3, 2026. The proposed terms are to include, but are not limited to, potential limitations on outside food and beverage at the clubhouse and consideration of granting The Nest a first right of refusal for catering District events.

10. Discussion Regarding Clubhouse Security

Ms. Bowden explained that Mr. Cartlidge reported concerns regarding clubhouse security services provided by the currently contracted vendor, Regions Security Services.

Following discussion, a **motion** was made by Mr. Cartlidge, seconded by Ms. Schechter directing staff to terminate security services, thereby eliminating coverage from 8:00 p.m. to 2:00 a.m. daily, and extending Vesta staff hours from 8:00 p.m. to 10:00 p.m. during periods when the clubhouse remains open.

11. Discussion Concerning CDD Staff & Board Letters Regarding Blue Heron (East) Clubhouse (May 29, 2026 and June 12, 2026)

Ms. Bowden advised the Board that the letters included in the meeting book had been discussed at a separate meeting held prior to the Regular Board Meeting and that the concerns raised therein had been addressed.

Mr. Pierman explained that it was requested for staff to evaluate the current allocation of clubhouse landscape maintenance and irrigation areas to determine whether any common areas currently assigned to the clubhouse budget can be reallocated to the general common area budget.

Ms. Bowden inquired whether there were any additional comments from the Board; hearing none, the meeting proceeded as scheduled.

K. ADMINISTRATIVE MATTERS

Mr. Pierman requested the Board consider appointing Ms. Bowden as Secretary and himself as Assistant Secretary.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and approved as presented.

The Board discussed and approved the cancellation of the regularly scheduled July 23, 2026, and August 27, 2026 meetings. The next meeting is scheduled for September 3, 2026, which will include a Public Hearing to consider the Fiscal Year 2026/2027 Final Budget.

Mr. Pierman reminded the Board to complete their 2025 Form-1 Statement of Financial Interests prior to the deadline of July 1, 2026. He also reminded them to complete their required 4 hours of ethics training by December 31, 2026.

L. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adjourning the Regular Board Meeting at 1:45 p.m.

ATTESTED BY:

_____ _____

Secretary/Assistant Secretary Chairperson/Vice-Chair

Publication Date
2026-08-21

Subcategory
Miscellaneous Notices

AVENIR COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026/2027 BUDGET AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (the Board) of the Avenir Community Development District (the District) will hold a public hearing on September 3, 2026, at 12:30 p.m. in The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 for the purpose of hearing comments and objections on the adoption of the budget of the District for Fiscal Year 2026/2027. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and budget may be obtained from the Districts website (www.avenircdd.org) seven (7) days prior to the public hearing/meeting or at the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Telephone: (561) 630-4922 and/or toll free at 1-877-737-4922, during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or Supervisors may participate by speaker telephone.

Any person requiring special accommodations at this public hearing and meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenircdd.org
No.12552463 Aug 14, 21, 2026

RESOLUTION NO. 2026-07

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2026/2027 BUDGET.

WHEREAS, the Avenir Community Development District ("District") has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2026/2027 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

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

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2026/2027 attached hereto as Exhibit "A" is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 3rd day of September, 2026.

ATTEST:

AVENIR
COMMUNITY DEVELOPMENT DISTRICT

By:_____
Secretary/Assistant Secretary

By:_____
Chairperson/Vice Chairperson

Avenir
Community Development District

Final Budget
Fiscal Year 2026/2027
October 1, 2026 - September 30, 2027

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FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

REVENUES	FISCAL YEAR 2026/2027 BUDGET
O&M Assessments	6,650,878
Clubhouse Assessments	1,674,383
Total Regular Debt Assessments	15,701,443
Total Cap I + B Bond Debt Assess	7,072,616
Landowner Contribution - O&M	0
Landowner Contribution - Clubhouse	0
Landowner Contribution - Debt	0
Improvement Fees	1,653,750
Bond Prepayments	0
Bond Prepayments - Sent to Trustee	0
O&M Interest & Other Income	0
Clubhouse Interest & Other Income	505,000
TOTAL REVENUES	**$ 33,258,070**
EXPENDITURES	
Supervisor Fees	0
Supervisor Fees Taxes	0
Engineering/Inspections	50,000
Management	154,050
District Office	0
Legal	80,000
Assessment Roll	6,000
Audit Fees	15,000
Arbitrage Rebate Fee	6,000
Insurance	90,000
Legal Advertisements	15,000
Miscellaneous	2,000
Postage	2,000
Office Supplies	3,000
Dues & Subscriptions	175
Trustee Fees	52,000
Continuing Disclosure Fee	4,500
Website Management	1,600
Infra / Misc Maintenance	300,000
Miscellaneous Maintenance	0
Base Landscape Maintenance	1,410,500
Misc Landscape Maintenance	1,000,000
Irrigation Maintenance	250,000
Lake & Littoral Maintenance	200,000
Midge & Mosquito Control	375,000
Fountain Maintenenace	200,000
Street Sweeping / Pressure Washing	250,000
Mitigation Maintenance	150,000
Hydrobiologic Monitoring	25,000
Pump Station Maintenance / Fuel	150,000
Electric (FPL) (Including Streetlight)	750,000
Water (Seacoast)	125,000
Gas Utility	20,000
Holiday Lighting	40,000
Contingency	200,000
Maintenance Tech	75,000
R&R Reserves	250,000
Clubhouse Total Expenditures	2,078,920
TOTAL EXPENDITURES	**$ 8,330,745**
REVENUES LESS EXPENDITURES	**$ 24,927,325**
Bond Payments - Series 2018	(2,994,327)
Bond Payments - Series 2019	(1,188,635)
Bond Payments - Series 2021	(4,330,610)
Bond Payments - Series 2023	(5,256,637)
Bond Payments - Series 2024	(802,326)
Bond Payments - Series 2025	(3,813,875)
Bond Payments - Improv Fee	(1,653,750)
Bond Payments - Series 2026	(3,445,563)
BALANCE	**$ 1,441,602**
County Appraiser & Tax Collector Fee	(480,534)
Discounts For Early Payments	(961,068)
EXCESS/ (SHORTFALL)	**$ -**

DETAILED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

REVENUES	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
O&M Assessments	4,975,417	6,892,739	6,650,878	Total Regular Expenses / .94
Clubhouse Assessments	1,738,719	1,738,886	1,674,383	Total CH Expenses - Revenue / .94
Total Regular Debt Assessments	8,814,498	14,412,401	15,701,443	
Total Cap I + B Bond Debt Assess	639,774	2,593,661	7,072,616	
Landowner Contribution - O&M	0	0	0	
Landowner Contribution - Clubhouse	0	0	0	
Landowner Contribution - Debt	0	0	0	
Improvement Fees	0	0	1,653,750	Estimated
Bond Prepayments	0	0	0	
Bond Prepayments - Sent to Trustee	0	0	0	
O&M Interest & Other Income	90,209	0	0	
Clubhouse Interest & Other Income	108,742	230,000	505,000	Rental 30,000 + 475,000 Carryover
TOTAL REVENUES	**$ 16,367,359**	**$ 25,867,687**	**$ 33,258,070**	
EXPENDITURES				
Supervisor Fees	0	0	0	
Supervisor Fees Taxes	0	0	0	
Engineering/Inspections	28,826	50,000	50,000	
Management	56,285	150,000	154,050	CPI - 2.7%
District Office	0	0	0	
Legal	72,655	80,000	80,000	
Assessment Roll	6,000	6,000	6,000	
Audit Fees	15,900	13,900	15,000	Increase due to Additional Bonds
Arbitrage Rebate Fee	5,625	5,000	6,000	Increase due to Additional Bonds
Insurance	60,673	75,000	90,000	Insurance Estimate + CSX Policy
Legal Advertisements	20,255	20,000	15,000	
Miscellaneous	1,829	2,000	2,000	
Postage	2,001	2,000	2,000	
Office Supplies	3,479	5,000	3,000	
Dues & Subscriptions	175	175	175	
Trustee Fees	35,500	40,000	52,000	Increase due to Additional Bonds
Continuing Disclosure Fee	6,250	3,500	4,500	Increase due to Additional Bonds
Website Management	1,600	1,600	1,600	
Infra / Misc Maintenance	236,727	100,000	300,000	Combined with Misc Maint
Miscellaneous Maintenance	76,697	50,000	0	
Base Landscape Maintenance	1,013,510	1,350,000	1,410,500	+ 3% contract escalator
Misc Landscape Maintenance	586,723	1,000,000	1,000,000	Ie. Replacements, Mulch, tree trimming, bush hogging, etc.
Irrigation Maintenance	215,604	250,000	250,000	
Lake & Littoral Maintenance	326,311	375,000	200,000	
Midge & Mosquito Control	0	350,000	375,000	
Fountain Maintenenace	152,141	200,000	200,000	
Street Sweeping / Pressure Washing	64,900	100,000	250,000	
Mitigation Maintenance	726,150	1,045,000	150,000	
Hydrobiologic Monitoring	0	25,000	25,000	
Pump Station Maintenance / Fuel	72,664	100,000	150,000	
Electric (FPL) (Including Streetlight)	598,954	650,000	750,000	Streetlight & electric
Water (Seacoast)	130,955	175,000	125,000	
Gas Utility	25,389	20,000	20,000	
Holiday Lighting	0	35,000	40,000	
Contingency	139,296	200,000	200,000	Approximatley 3% of non clubhouse O&M expenses
Maintenance Tech	0	0	75,000	Front fountains and Dog stations
R&R Reserves			250,000	
Clubhouse Total Expenditures	1,653,813	1,864,553	2,078,920	
TOTAL EXPENDITURES	**$ 6,336,885**	**$ 8,343,728**	**$ 8,330,745**	
REVENUES LESS EXPENDITURES	**$ 10,030,474**	**$ 17,523,959**	**$ 24,927,325**	
Bond Payments - Series 2018	(2,513,416)	(2,995,460)	(2,994,327)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2019	(2,368,356)	(1,188,635)	(1,188,635)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2021	(2,393,832)	(4,330,610)	(4,330,610)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2023	(1,766,611)	(5,256,637)	(5,256,637)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2024	(75,071)	(802,326)	(802,326)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2025	0	(1,567,650)	(3,813,875)	2026 P & I Payments Less Earned Interest
Bond Payments - Improv Fee	0	0	(1,653,750)	
Bond Payments - Series 2026	0	0	(3,445,563)	
BALANCE	**$ 913,188**	**$ 1,382,641**	**$ 1,441,602**	
County Appraiser & Tax Collector Fee	(48,841)	(460,881)	(480,534)	
Discounts For Early Payments	(431,147)	(921,760)	(961,068)	
EXCESS/ (SHORTFALL)	**$ 433,200**	**$ -**	**$ -**	

DETAILED FINAL CLUBHOUSE BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

EXPENDITURES	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
Supervisor Fees	0	0	0	
Supervisor Fees Taxes	0	0	0	
Connect Water Fee	0	0	0	
CDD Management	8,000	35,000	35,945	CPI 2.7%
Legal	8,235	12,000	30,000	
Assessment Roll	1,500	1,500	1,500	
Audit Fees	1,400	1,600	1,600	
Arbitrage Rebate Fee	225	225	225	
Legal Advertisements	1,200	4,000	500	
Miscellaneous	2,723	5,000	2,000	
Trustee Fees	3,500	3,500	3,500	
Continuing Disclosure Fee	250	250	250	
Website Management	400	400	400	
CH Management/personnel	758,291	819,578	615,000	
Uniforms	0	4,000	2,000	
Licenses/Permits	338	5,000	5,000	
Insurance	50,204	80,000	85,000	
Post / Print / Office Sup	16,630	12,000	10,000	
IT / Telecom	26,716	20,000	15,000	
HVAC Maint & Repair	0	12,000	6,000	
Janitorial	26,166	14,000	20,000	
Misc Repair & Maint	74,994	60,000	60,000	
Pest Control	19,154	20,000	20,000	
Fire/ Life/ Hood -Safe Sys	9,879	8,000	10,000	
Fitness Equip	3,648	4,000	6,000	
Vehicle Lease & Maint	0	5,000	5,000	
Holiday Decorations	0	15,000	15,000	
Cable / Music Services	3,252	4,000	4,000	
Trash Removal	4,676	6,000	10,000	
Gas	20,329	50,000	50,000	
Electricity	39,965	50,000	50,000	
Water & Sewer	45,746	45,000	45,000	
Irrigation Water	4,472	10,000	5,000	
Security / Camera Surveillance	102,606	90,000	0	
Electronic Access Control	38,837	10,000	20,000	
Camera Repair & Main	0	0	20,000	
Landscape Maint Contract	71,985	83,000	60,000	3% contract
Landscape Other / Irrigation	16,345	50,000	50,000	
Pool Chemicals	60,175	57,000	65,000	
Pool Maintenance Agreement	32,500	32,500	35,000	
Pool Repair & Misc Maint	30,908	25,000	20,000	
Tennis & Pickle Court Main	28,169	25,000	30,000	
Furniture Repair & Maint	0	5,000	5,000	
Social Programs	109,183	90,000	160,000	
Coffee Station	0	15,000	0	
Restaurant Expenses	0	0	100,000	coming from fund balance
Deficit Funding F&B Operat	0	0	0	
Other / Capital Expenses	31,208	75,000	75,000	
Poolside Cabbana	0	0	250,000	coming from fund balance
R&R Reserve			75,000	
TOTAL EXPENDITURES	**$ 1,653,813**	**$ 1,864,553**	**$ 2,078,920**	

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2018
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

REVENUES	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
Interest Income	68,149	200	200	Projected Interest
Net NAV Collection 2018-1	2,043,044	2,098,851	2,098,851	Maximum Net Debt Service Collection
Net Collection 2018-2 (Taxable & Tax-Exempt)	83,589	84,748	83,615	Estimate - Collected from Developer / Home Builder
Net NAV Collection 2018-3	716,154	811,861	811,861	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Prepaid Bond Collections	178,867	0	0	
Total Revenues	**$ 3,089,803**	**$ 2,995,660**	**$ 2,994,527**	
EXPENDITURES				
Principal Payments 2018-1	545,000	580,000	610,000	Principal Payment Due In 2027
Principal Payments 2018-2 Taxable	35,000	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-2 TE	10,000	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-3	255,000	210,000	215,000	Principal Payment Due In 2027
Interest Payments 2018-1	1,566,400	1,520,475	1,487,750	Interest Payments Due In 2027
Interest Payments 2018-2 Taxable	70,014	71,000	70,014	Estimated Interest Payments Due In 2027
Interest Payments 2018-2 TE	13,601	13,748	13,601	Estimated Interest Payments Due In 2027
Interest Payments 2018-3	616,472	598,288	570,256	Interest Payments Due In 2027
Bond Redemptions	0	2,150	27,906	Estimated Excess Debt Collections
Total Expenditures	**$ 3,111,487**	**$ 2,995,660**	**$ 2,994,527**	
Excess/ (Shortfall)	**$ (21,684)**	**$ -**	**$ -**	

Series 2018-1 Bond Information

Original Par Amount =	$31,500,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.50%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049		

Series 2018-2 Taxable Bond Information

Original Par Amount =	$18,445,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	7.90%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	NOTE: These Bonds are paid off as lot are sold to Home Builders	

Series 2018-2 Tax Exempt (TE) Bond Information

Original Par Amount =	$4,700,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.85%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	NOTE: These Bonds are paid off as lot are sold to Home Builders	

Series 2018-3 Bond Information

Original Par Amount =	$11,565,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.75%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049		

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2019

AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

REVENUES	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
Interest Income	56,066	200	200	Projected Interest
Net NAV Tax Collection	1,086,867	1,078,335	1,078,335	Maximum Net Debt Service Collection
Net NAV Tax Collection B	129,493	110,300	110,300	Estimate - Collected from Developer / Home Builder
Landowner Contribution	0	0	0	
Prepaid Bonds	1,254,846	0	0	
Total Revenues	**$ 2,527,271**	**$ 1,188,835**	**$ 1,188,835**	
EXPENDITURES				
Principal Payments	440,000	270,000	250,000	Principal Payments Due In 2027
Principal Payments B	825,000	0	0	
Interest Payments	818,370	794,360	729,120	Interest Payments Due In 2027
Interest Payments B	144,653	110,300	110,300	Estimated Interest Payments Due in 2027
Bond Redemptions	0	14,175	99,415	Estimated Excess Debt Collections
Total Expenditures	**$ 2,228,023**	**$ 1,188,835**	**$ 1,188,835**	
Excess/ (Shortfall)	**$ 299,248**	**$ -**	**$ -**	

Series 2019 Bond Information

Original Par Amount =	$15,700,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.60%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2019		
Maturity Date =	May 2050		

Series 2019 B Taxable Bond Information

Original Par Amount =	$2,200,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	6.875%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2019		
Maturity Date =	May 2029		

Series 2019 B Tax Exempt (TE) Bond Information

Original Par Amount =	$4,300,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.250%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2019		
Maturity Date =	May 2029		

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2021
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

REVENUES	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
Interest Income	116,041	1,100	10,000	Projected Interest
Net NAV Collection 2021 A-1 & A-2	4,094,565	3,870,610	3,870,610	Maximum Net Debt Service Collection
Net Collection 2021 B	3,428,814	460,000	460,000	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Prepaid Bonds	2,379,848	0	0	
Total Revenues	**$ 10,019,267**	**$ 4,331,710**	**$ 4,340,610**	
EXPENDITURES				
Principal Payments 2021 A-1	3,005,000	560,000	580,000	Principal Payment Due In 2027
Principal Payments 2021 A-2	625,000	660,000	695,000	Principal Payment Due In 2027
Principal Payments 2021 B	3,015,000	0	0	Bonds Paid off as lots sold to Homebuilder
Interest Payments 2021 A-1	785,982	747,328	733,053	Interest Payments Due In 2027
Interest Payments 2021 A-2	1,953,138	1,904,194	1,869,472	Interest Payments Due In 2027
Interest Payments 2021 B	504,625	460,000	460,000	Estimated Interest Payments Due In 2027
Bond Redemptions	0	188	3,085	Estimated Excess Debt Collections
Total Expenditures	**$ 9,888,744**	**$ 4,331,710**	**$ 4,340,610**	
Excess/ (Shortfall)	**$ 130,523**	**$ -**	**$ -**	

Series 2021 A-1 Bond Information

Original Par Amount =	$27,305,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.299%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2052		

Series 2021 A-2 Bond Information

Original Par Amount =	$39,305,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2052		

Series 2021 B Bond Information

Original Par Amount =	$29,160,000	Annual Principal Payments Due =	N/A
Interest Rate =	5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2041		

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2023
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

REVENUES	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
Interest Income	305,876	45,000	60,000	Projected Interest
Net NAV Collection 2023	3,393,274	4,337,887	4,337,887	Maximum Net Debt Service Collection
Net NAV Collection 2023 TC	337,231	918,750	918,750	Interest Only until FY 2027/2028
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	0	
Total Revenues	**$ 4,036,381**	**$ 5,301,637**	**$ 5,316,637**	
EXPENDITURES				
Principal Payments 2023	900,000	950,000	1,005,000	Principal Payment Due In 2027
Principal Payments 2023 TC	0	0	0	Principal Payment Due In 2027
Interest Payments 2023	3,494,431	3,432,556	3,388,569	Interest Payments Due In 2027
Interest Payments 2023 TC	918,750	918,750	918,750	Interest Payments Due In 2027
Bond Redemptions	0	331	4,318	Estimated Excess Debt Collections
Total Expenditures	**$ 5,313,181**	**$ 5,301,637**	**$ 5,316,637**	
Excess/ (Shortfall)	**$ (1,276,800)**	**$ -**	**$ -**	

Series 2023 Bond Information

Original Par Amount =	$79,750,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.537%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	January 2023		
Maturity Date =	May 2054		

Series 2023 Town Center Bond Information

Original Par Amount =	$15,000,000	Annual Principal Payments Due =	May 1st
Interest Rate =	6.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2023		
Maturity Date =	May 2054		

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2024
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

REVENUES	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
Interest Income	47,629	200	200	Projected Interest
Net NAV Collection 2024 A	88,475	215,763	215,763	Maximum Net Debt Service Collection
Net NAV Collection 2024 B	0	586,563	586,563	Net Interest Only Debt Service until FY 2028/2029
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	0	
Total Revenues	**$ 136,104**	**$ 802,526**	**$ 802,526**	
EXPENDITURES				
Principal Payments 2024 A	0	40,000	40,000	Principal Payment Due In 2027
Principal Payments 2024 B	0	0	0	Principal Payment Due In 2027
Interest Payments 2024 A	174,935	173,475	171,525	Interest Payments Due In 2027
Interest Payments 2024 B	588,192	586,563	586,563	Interest Payments Due In 2027
Bond Redemptions	0	2,488	4,438	Estimated Excess Debt Collections
Total Expenditures	**$ 763,126**	**$ 802,526**	**$ 802,526**	
Excess/ (Shortfall)	**$ (627,022)**	**$ -**	**$ -**	

Series 2024 A Bond Information

Original Par Amount =	$3,000,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.815%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2024		
Maturity Date =	May 2055		

Series 2024 B Bond Information

Original Par Amount =	$9,385,000	Annual Principal Payments Due =	May 1st
Interest Rate =	6.250%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2024		
Maturity Date =	May 2055		

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2025
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

REVENUES	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
Interest Income	26,648	0	5,000	Projected Interest
Net NAV Collection 2025 A (A-11)	0	215,600	477,750	Maximum Net Debt Service Collection
Net NAV Collection 2025 A (A-21)	0	215,600	493,925	Maximum Net Debt Service Collection
Net NAV Collection 2025 B (A-11)	0	0	1,705,750	Maximum Net Debt Service Collection
Net NAV Collection 2025 B (A-21)	0	0	1,136,450	Maximum Net Debt Service Collection
Improvement Fees	0	0	1,653,750	Improvement Fees
Capitalized Interest	0	1,352,050	0	
Total Revenues	**$ 26,648**	**$ 1,567,650**	**$ 5,472,625**	
EXPENDITURES				
Principal Payments 2025 A (A-11)	0	0	50,000	Principal Payment Due In 2027
Principal Payments 2025 A (A-21)	0	0	65,000	Principal Payment Due In 2027
Principal Payments 2025 B (A-11)	0	0	0	Principal Payment Due In 2027
Principal Payments 2025 B (A-21)	0	0	0	Principal Payment Due In 2027
Principal Payments 2025 (IF)	0	0	0	Principal Payment Due In 2027
Interest Payments 2025 A (A-11)	0	431,200	423,375	Interest Payments Due In 2027
Interest Payments 2025 A (A-21)	0	1,136,450	428,925	Interest Payments Due In 2027
Interest Payments 2025 B (A-11)	0	0	1,705,750	Interest Payments Due In 2027
Interest Payments 2025 B (A-21)	0	0	1,136,450	Interest Payments Due In 2027
Interest Payments 2025 (IF)	0	0	1,653,750	Interest Payments Due In 2027
Bond Redemptions	0	0	9,375	Estimated Excess Debt Collections
Total Expenditures	**$ -**	**$ 1,567,650**	**$ 5,472,625**	
Excess/ (Shortfall)	**$ 26,648**	**$ -**	**$ -**	

Series 2025 A (A-11) Bond Information

Original Par Amount =	$5,670,000	Annual Principal Payments Due =	May 1st
Interest Rate =	7.500%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2025		
Maturity Date =	May 2056		

Series 2025 B (A-11) Bond Information

Original Par Amount =	$21,775,000	Annual Principal Payments Due =	May 1st
Interest Rate =	7.5% - 9.25%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2025		
Maturity Date =	May 2056		

Series 2025 A (A-21) Bond Information

Original Par Amount =	$6,160,000	Annual Principal Payments Due =	May 1st
Interest Rate =	7.000%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2025		
Maturity Date =	May 2056		

Series 2025 B (A-21) Bond Information

Original Par Amount =	$15,365,000	Annual Principal Payments Due =	May 1st
Interest Rate =	7.0% - 9.0%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2025		
Maturity Date =	May 2056		

Series 2025 (IF) Bond Information

Original Par Amount =	$20,050,000	Annual Principal Payments Due =	N/A
Interest Rate =	7.500%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2025		
Maturity Date =	November 2055		

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2026
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

REVENUES	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
Interest Income	0	0	5,000	Projected Interest
Net NAV Collection 2026 A	0	0	455,625	Maximum Net Debt Service Collection
Net NAV Collection 2026 B	0	0	2,989,938	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	0	
Total Revenues	**$ -**	**$ -**	**$ 3,450,563**	
EXPENDITURES				
Principal Payments 2026 A	0	0	60,000	Principal Payment Due In 2027
Principal Payments 2026 B	0	0	0	Principal Payment Due In 2027
Interest Payments 2026 A	0	0	395,500	Interest Payments Due In 2027
Interest Payments 2026 B	0	0	2,989,938	Interest Payments Due In 2027
Bond Redemptions	0	0	5,125	Estimated Excess Debt Collections
Total Expenditures	**$ -**	**$ -**	**$ 3,450,563**	
Excess/ (Shortfall)	**$ -**	**$ -**	**$ -**	

Series 2026 A Bond Information

Original Par Amount =	$5,680,000	Annual Principal Payments Due =	May 1st
Interest Rate =	7.000%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2026		
Maturity Date =	May 2056		

Series 2026 B Bond Information

Original Par Amount =	$36,955,000	Annual Principal Payments Due =	May 1st
Interest Rate =	7.25% - 9.25%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2026		
Maturity Date =	May 2056		

Avenir Community Development District
Assessment Comparison (Parcels A-1 - A-5)

	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Gross Assessment	Fiscal Year 2025/2026 Projected Gross Assessment	**Fiscal Year 2026/2027 Projected Gross Assessment**
O&M Assessment For Parcel A-1 - Watermark	$ 843.90	$ 1,085.45	$ 1,468.14	**$1,422.69**
Clubhouse Operation Assessment For Parcel A-1	$ 1,486.98	$ 1,481.82	$ 1,481.16	**$ 1,426.22**
Debt (2018-1) Assessment For Parcel A-1	$ 2,077.13	$ 2,077.13	$ 2,077.13	**$ 2,077.13**
Debt (2018-3 Clubhouse) Assessment For Parcel A-1	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,150.01**	**$ 5,386.40**	**$ 5,768.43**	**$ 5,668.04**
O&M Assessment For Parcel A-2 - LaTerre	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Clubhouse Operation Assessment For Parcel A-2	$ 1,486.98	$ 1,481.82	$ 1,481.16	**$ 1,426.22**
Debt (2018-1) Assessment For Parcel A-2	$ 1,982.71	$ 1,982.71	$ 1,982.71	**$ 1,982.71**
Debt (2018-3 Clubhouse) Assessment For Parcel A-2	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,055.59**	**$ 5,291.98**	**$ 5,674.01**	**$ 5,573.62**
O&M Assessment For Parcel A-3 - Windgate	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Clubhouse Operation Assessment For Parcel A-3	$ 1,486.98	$ 1,481.82	$ 1,481.16	**$ 1,426.22**
Debt (2018-1) Assessment For Parcel A-3	$ 1,888.30	$ 1,888.30	$ 1,888.30	**$ 1,888.30**
Debt (2018-3 Clubhouse) Assessment For Parcel A-3	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 4,961.18**	**$ 5,197.57**	**$ 5,579.60**	**$ 5,479.21**
O&M Assessment For Parcel A-4 - Coral Isles	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Clubhouse Operation Assessment For Parcel A-4	$ 1,486.98	$ 1,481.82	$ 1,481.16	**$ 1,426.22**
Debt (2018-1) Assessment For Parcel A-4	$ 2,171.54	$ 2,171.54	$ 2,171.54	**$ 2,171.54**
Debt (2018-3 Clubhouse) Assessment For Parcel A-4	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,244.42**	**$ 5,480.81**	**$ 5,862.84**	**$ 5,762.45**
O&M Assessment For Parcel A-5 (50 Foot) - Regency	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Clubhouse Operation Assessment For Parcel A-5 (50 Foot)	$ -	$ -	$ -	**$ -**
Debt (2018-1) Assessment For Parcel A-5 (50 Foot)	$ 1,888.30	$ 1,888.30	$ 1,888.30	**$ 1,888.30**
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (50 Foot)	$ -	$ -	$ -	**$ -**
Total	**$ 2,732.20**	**$ 2,973.75**	**$ 3,356.44**	**$ 3,310.99**
O&M Assessment For Parcel A-5 (60 Foot) - Regency	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Clubhouse Operation Assessment For Parcel A-5 (60 Foot)	$ -	$ -	$ -	**$ -**
Debt (2018-1) Assessment For Parcel A-5 (60 Foot)	$ 1,982.71	$ 1,982.71	$ 1,982.71	**$ 1,982.71**
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (60 Foot)	$ -	$ -	$ -	**$ -**
Total	**$ 2,826.61**	**$ 3,068.16**	**$ 3,450.85**	**$ 3,405.40**
O&M Assessment For S.F. Villas - Essex	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Clubhouse Operation Assessment For S.F. Villas	$ 1,486.98	$ 1,481.82	$ 1,481.16	**$ 1,426.22**
Debt (2018-1) Assessment For S.F. Villas	$ 1,063.83	$ 1,063.83	$ 1,063.83	**$ 1,063.83**
Debt (2018-3 Clubhouse) Assessment For S.F. Villas	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 4,136.71**	**$ 4,373.10**	**$ 4,755.13**	**$ 4,654.74**
O&M Assessment For Econ Dev	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Clubhouse Operation Assessment For Econ Dev	$ -	$ -	$ -	**$ -**
Debt (2018-1) Assessment For Econ Dev	$ 2,127.66	$ 2,127.66	$ 2,127.66	**$ 2,127.66**
Debt (2018-3 Clubhouse) Assessment For Econ Dev	$ -	$ -	$ -	**$ -**
Total	**$ 2,971.56**	**$ 3,213.11**	**$ 3,595.80**	**$ 3,550.35**
O&M Assessment For Town Center - Total	$ 843.90	$ 94,347.31	$ 127,610.73	**$ 123,660.21**
Debt (2018-1) Assessment For Town Center - Total	$ 2,127.66	$ 112,765.96	$ 112,765.96	**$ 112,765.96**
Debt (2023 Towncenter) Assessment For Town Center - Total	$ -	$ 1,210,565.00	$ 1,210,565.00	**$ 1,210,565.00**
Total	**$ 2,971.56**	**$ 1,417,678.27**	**$ 1,450,941.69**	**$ 1,446,991.17**

* Assessments Include the Following :
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Lot Count Information

First Phase		Second Phase		Third Phase	
Parcel A-1	98	Parcel A-6	245	Parcel A-10	230
Parcel A-2	92	Parcel A-7	47	Parcel A-11	137
Parcel A-3	119	Parcel A-8	98	Parcel A-12	139
Parcel A-4	107	Parcel A-9	118	Parcel A-13/14 125'	55
Parcel A-5	267	Total Second Phase	508	Parcel A-13/14 175'	24
Parcel A-5	202			Parcel A-15 50'	356
SF Villas	250			Parcel A-15 62'	206
First Phase Residential	1,135			Parcel A-16 50'	184
				Parcel A-16 60'	284
				Parcel A-16 75'	2
Econ Dev (50 Acres)	0			Parcel A-17	144
Town Center (41.134 Acres)	86.92			Parcel A-18	104
First Phase Non-Residential	86.92			Parcel A-19	149
				Parcel A-20 55'	75
Total First Phase	1,222			Parcel A-20 65'	69
				Parcel A-21	204
				Third Phase Residential	2,362
				Golf Course	356.81
				Charter School	11.91
				Comm Parcel "D"	159.80
				Comm Parcel "H"	18.75
				Comm Parcel "J"	35.67
				Third Phase Non-Residential	583
				Total Third Phase	2,945

O&M Calculations

TOTAL UNITS	
Phase 1	1,222
Phase 2	508
Phase 3	2,945
Total Units	4,675

TOTAL RESIDENTIAL UNITS	
Phase 1	1,135
Phase 2	508
Phase 3	2,362
Total Units	4,005

TOTALCLUBHOUSE UNITS	
Phase 1	666
Phase 2	508
Total Units	1,174

Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
$6,650,878 / 4,675	$1,422.69

Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
$1,674,383 / 1,174	$1,426.22

Note: Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receives No Special Benefit

Avenir Community Development District
Assessment Comparison (Parcels A-6 - A-9)

	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Gross Assessment	Fiscal Year 2025/2026 Gross Assessment	**Fiscal Year 2026/2027 Projected Gross Assessment**
O&M Assessment For Parcel A-6 - Avondale	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Clubhouse Operation Assessment For Parcel A-6	$ 1,486.98	$ 1,481.82	$ 1,481.16	**$ 1,426.22**
Debt (2019) Assessment For Parcel A-6	$ 2,322.00	$ 2,322.00	$ 2,322.00	**$ 2,322.00**
Debt (2018-3 Clubhouse) Assessment For Parcel A-6	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,394.88**	**$ 5,631.27**	**$ 6,013.30**	**$ 5,912.91**
O&M Assessment For Parcel A-7 - Avondale	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Clubhouse Operation Assessment For Parcel A-7	$ 1,486.98	$ 1,481.82	$ 1,481.16	**$ 1,426.22**
Debt (2019) Assessment For Parcel A-7	$ 2,554.00	$ 2,554.00	$ 2,554.00	**$ 2,554.00**
Debt (2018-3 Clubhouse) Assessment For Parcel A-7	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,626.88**	**$ 5,863.27**	**$ 6,245.30**	**$ 6,144.91**
O&M Assessment For Parcel A-8 - Avondale	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Clubhouse Operation Assessment For Parcel A-8	$ 1,486.98	$ 1,481.82	$ 1,481.16	**$ 1,426.22**
Debt (2019) Assessment For Parcel A-8	$ 2,554.00	$ 2,554.00	$ 2,554.00	**$ 2,554.00**
Debt (2018-3 Clubhouse) Assessment For Parcel A-8	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,626.88**	**$ 5,863.27**	**$ 6,245.30**	**$ 6,144.91**
O&M Assessment For Parcel A-9 - Solana Bay	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Clubhouse Operation Assessment For Parcel A-9	$ 1,486.98	$ 1,481.82	$ 1,481.16	**$ 1,426.22**
Debt (2019) Assessment For Parcel A-9	$ 1,697.31	$ 1,697.31	$ 1,697.31	**$ 1,697.31**
Debt (2018-3 Clubhouse) Assessment For Parcel A-9	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 4,770.19**	**$ 5,006.58**	**$ 5,388.61**	**$ 5,288.22**

* Assessments Include the Following :
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Lot Count Information

First Phase		Second Phase		Third Phase	
Parcel A-1	98	Parcel A-6	245	Parcel A-10	230
Parcel A-2	92	Parcel A-7	47	Parcel A-11	137
Parcel A-3	119	Parcel A-8	98	Parcel A-12	139
Parcel A-4	107	Parcel A-9	118	Parcel A-13/14 125'	55
Parcel A-5	267	Total Second Phase	508	Parcel A-13/14 175'	24
Parcel A-5	202			Parcel A-15 50'	356
SF Villas	250			Parcel A-15 62'	206
First Phase Residential	1,135			Parcel A-16 50'	184
				Parcel A-16 60'	284
				Parcel A-16 75'	2
Econ Dev (50 Acres)	0			Parcel A-17	144
Town Center (41.134 Acres)	86.92			Parcel A-18	104
First Phase Non-Residential	86.92			Parcel A-19	149
				Parcel A-20 55'	75
Total First Phase	1,222			Parcel A-20 65'	69
				Parcel A-21	204
				Third Phase Residential	2,362
				Golf Course	356.81
				Charter School	11.91
				Comm Parcel "D"	159.80
				Comm Parcel "H"	18.75
				Comm Parcel "J"	35.67
				Third Phase Non-Residential	583
				Total Third Phase	2,945

O&M Calculations

TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1	1,222		
Phase 2	508	$6,650,878 / 4,675	$1,422.69
Phase 3	2,945		
Total Units	4,675		
TOTAL RESIDENTIAL UNITS			
Phase 1	1,135		
Phase 2	508		
Phase 3	2,362		
Total Units	4,005		
TOTALCLUBHOUSE UNITS		Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1	666		
Phase 2	508	$1,674,383 / 1,174	$1,426.22
Total Units	1,174		

Note: Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receives No Special Benefit

Avenir Community Development District
Assessment Comparison (Parcels A-10 - A-21)

	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Gross Assessment	Fiscal Year 2025/2026 Gross Assessment	**Fiscal Year 2026/2027 Projected Gross Assessment**
O&M Assessment For Parcel A-10 (Old 10 + Old 11) - Longview	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2021) Assessment For Parcel A-10 (Old 10 + Old 11)	$ 2,845.00	$ 2,845.00	$ 2,845.00	**$ 3,521.58**
Debt (2026) Assessment For Parcel A-10 (Old 10 + Old 11)				**$ 2,107.42**
Total	**$ 3,688.90**	**$ 3,930.45**	**$ 4,313.14**	**$ 7,051.69**
O&M Assessment For Parcel A-11 (Old Econ) - Stonegate	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2018) Assessment For Parcel A-11 (Old Econ)	$ 3,176.00	$ 3,176.00	$ 3,176.00	**$ 776.52**
Debt (2025) Assessment For Parcel A-11 (Old Econ)				**$ 3,709.82**
Total	**$ 4,019.90**	**$ 4,261.45**	**$ 4,644.14**	**$ 5,909.03**
O&M Assessment For Parcel A-12 - Panther National	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2021) Assessment For Parcel A-12	$ 5,102.00	$ 5,102.00	$ 5,102.00	**$ 5,102.00**
Total	**$ 5,945.90**	**$ 6,187.45**	**$ 6,570.14**	**$ 6,524.69**
O&M Assessment For Parcel A-13/14 125' - Panther National	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2021) Assessment For Parcel A-13/14 125'	$ 6,259.00	$ 6,259.00	$ 6,259.00	**$ 6,259.00**
Total	**$ 7,102.90**	**$ 7,344.45**	**$ 7,727.14**	**$ 7,681.69**
O&M Assessment For Parcel A-13/14 175' - Panther National	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2021) Assessment For Parcel A-13/14 175'	$ 7,911.00	$ 7,911.00	$ 7,911.00	**$ 7,911.00**
Total	**$ 8,754.90**	**$ 8,996.45**	**$ 9,379.14**	**$ 9,333.69**
O&M Assessment For Parcel A-15 50' - Apex	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2021) Assessment For Parcel A-15 50'	$ 1,889.00	$ 1,889.00	$ 1,889.00	**$ 1,889.00**
Total	**$ 2,732.90**	**$ 2,974.45**	**$ 3,357.14**	**$ 3,311.69**
O&M Assessment For Parcel A-15 62' - Apex	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2021) Assessment For Parcel A-15 62'	$ 1,983.00	$ 1,983.00	$ 1,983.00	**$ 1,983.00**
Total	**$ 2,826.90**	**$ 3,068.45**	**$ 3,451.14**	**$ 3,405.69**
O&M Assessment For Parcel A-16 50' - Esprit	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2023) Assessment For Parcel A-16 50'	$ 5,670.00	$ 3,457.00	$ 3,457.00	**$ 3,457.00**
Total	**$ 6,513.90**	**$ 4,542.45**	**$ 4,925.14**	**$ 4,879.69**
O&M Assessment For Parcel A-16 60' - Esprit	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2023) Assessment For Parcel A-16 60'	$ 6,805.00	$ 4,149.00	$ 4,149.00	**$ 4,149.00**
Total	**$ 7,648.90**	**$ 5,234.45**	**$ 5,617.14**	**$ 5,571.69**
O&M Assessment For Parcel A-16 75' - Esprit	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2023) Assessment For Parcel A-16 75'	$ 7,373.00	$ 5,186.00	$ 5,186.00	**$ 5,186.00**
Total	**$ 8,216.90**	**$ 6,271.45**	**$ 6,654.14**	**$ 6,608.69**
O&M Assessment For Parcel A-17	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2023) Assessment For Parcel A-17	$ 7,373.00	$ 7,373.00	$ 7,373.00	**$ 7,373.00**
Total	**$ 8,216.90**	**$ 8,458.45**	**$ 8,841.14**	**$ 8,795.69**
O&M Assessment For Parcel A-18 - Orchid Isles	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2024 A) Assessment For Parcel A-18	$ 3,176.00	$ 2,208.00	$ 2,208.00	**$ 2,208.00**
Debt (2024 B) Assessment For Parcel A-18	$ -	$ -	$ -	**$ -**
Debt (2021 A-2 only) Assessment for Parcel A-18	$ -		$ 2,038.46	**$ 2,038.46**
Total	**$ 4,019.90**	**$ 3,293.45**	**$ 5,714.60**	**$ 5,669.15**
O&M Assessment For Parcel A-19	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2023) Assessment For Parcel A-19	$ 7,373.00	$ 7,373.00	$ 7,373.00	**$ 7,373.00**
Total	**$ 8,216.90**	**$ 8,458.45**	**$ 8,841.14**	**$ 8,795.69**
O&M Assessment For Parcel A-20 55' - L'Amiance	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2021) Assessment For Parcel A-20 55'	$ 1,935.00	$ 1,935.00	$ 1,935.00	**$ 1,935.00**
Total	**$ 2,778.90**	**$ 3,020.45**	**$ 3,403.14**	**$ 3,357.69**
O&M Assessment For Parcel A-20 65' - L'Amiance	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2021) Assessment For Parcel A-20 65'	$ 2,030.00	$ 2,030.00	$ 2,030.00	**$ 2,030.00**
Total	**$ 2,873.90**	**$ 3,115.45**	**$ 3,498.14**	**$ 3,452.69**
O&M Assessment For Parcel A-21 - Lake Ridge	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2021 A-2 Only) Assessment For Parcel A-21	$ 3,176.00	$ 3,176.00	$ 1,279.03	**$ 1,279.03**
Debt (2025) Assessment For Parcel A-21	$ -	$ -	$ 2,575.75	**$ 2,575.75**
Total	**$ 4,019.90**	**$ 4,261.45**	**$ 5,322.92**	**$ 5,277.47**
O&M Assessment For Golf Course	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2021) Assessment For Golf Course per Acre	$ 295.00	$ 295.00	$ 295.00	**$ 295.00**
Total	**$ 1,138.90**	**$ 1,380.45**	**$ 1,763.14**	**$ 1,717.69**
O&M Assessment For Charter School	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2021) Assessment For Charter School per Acre	$ 2,247.00	$ 2,247.00	$ 2,247.00	**$ 2,247.00**
Total	**$ 3,090.90**	**$ 3,332.45**	**$ 3,715.14**	**$ 3,669.69**
O&M Assessment For Commercial Parcel "D"	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2023) Assessment For Commercial Parcel "D"	$ 1,481.00	$ 7,044.00	$ 7,044.00	**$ 7,044.00**
Total	**$ 2,324.90**	**$ 8,129.45**	**$ 8,512.14**	**$ 8,466.69**
O&M Assessment For Commercial Parcel "H"	$ 843.90	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2023) Assessment For Commercial Parcel "H"	$ 1,481.00	$ 1,481.00	$ 1,481.00	**$ 1,481.00**
Total	**$ 2,324.90**	**$ 2,566.45**	**$ 2,949.14**	**$ 2,903.69**
O&M Assessment For Commercial Parcel "J"	$ 1,002.99	$ 1,085.45	$ 1,468.14	**$ 1,422.69**
Debt (2023) Assessment For Commercial Parcel "J"	$ 7,044.00	$ 7,044.00	$ 7,044.00	**$ 7,044.00**
Total	**$ 8,046.99**	**$ 8,129.45**	**$ 8,512.14**	**$ 8,466.69**

* Assessments Include the Following :
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Lot Count Information

First Phase		Second Phase		Third Phase	
Parcel A-1	98	Parcel A-6	245	Parcel A-10	230
Parcel A-2	92	Parcel A-7	47	Parcel A-11	137
Parcel A-3	119	Parcel A-8	98	Parcel A-12	139
Parcel A-4	107	Parcel A-9	118	Parcel A-13/14 125'	55
Parcel A-5	267	Total Second Phase	508	Parcel A-13/14 175'	24
Parcel A-5	202			Parcel A-15 50'	356
SF Villas	250			Parcel A-15 62'	206
First Phase Residential	1,135			Parcel A-16 50'	184
				Parcel A-16 60'	284
				Parcel A-16 75'	2
Econ Dev (50 Acres)	0			Parcel A-17	144
Town Center (41.134 Acres)	86.92			Parcel A-18	104
First Phase Non-Residential	86.92			Parcel A-19	149
				Parcel A-20 55'	75
Total First Phase	1,222			Parcel A-20 65'	69
				Parcel A-21	204
				Third Phase Residential	2,362
				Golf Course	356.81
				Charter School	11.91
				Comm Parcel "D"	159.80
				Comm Parcel "H"	18.75
				Comm Parcel "J"	35.67
				Third Phase Non-Residential	583
				Total Third Phase	2,945

O&M Calculations

TOTAL UNITS	
Phase 1	1,222
Phase 2	508
Phase 3	2,945
Total Units	4,675

TOTAL RESIDENTIAL UNITS	
Phase 1	1,135
Phase 2	508
Phase 3	2,362
Total Units	4,005

Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
$6,650,878 / 4,675	$1,422.69

RESOLUTION NO. 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2026/2027 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Avenir Community Development District ("District") to establish a regular meeting schedule for fiscal year 2026/2027; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2026/2027 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2026/2027 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 3rd day of September, 2026.

ATTEST:

AVENIR
COMMUNITY DEVELOPMENT DISTRICT

By:_____
Secretary/Assistant Secretary

By:_____
Chairperson/Vice Chairperson

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 in the Conference Room of Special District Services, Inc., 2505 Burns Road, Palm Beach Gardens, Florida 33410 at 12:30 p.m. on the following dates:

October 29, 2026
November 19, 2026
December 17, 2026
January 28, 2027
February 25, 2027
March 25, 2027
April 22, 2027
May 27, 2027
June 24, 2027
July 22, 2027
August 26, 2027
September 23, 2027

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

PUBLISH: THE PALM BEACH POST

Re: Somerset Avenir

RP Rebecca Pavich <rpavich@somersetavenir.org>
To Megan Bowden

If there are problems with how this message is displayed, click here to view it in a web browser.

Somerset_Avenir_Map.pdf
.pdf File

Hi,

So sorry for the delay.
Here is the image of the updated route heading West on Avenir drive this year.
When: Saturday, November 21, 2026 - First race begins at 8am.
Where: Beginning at Somerset Academy Avenir and heading west on Avenir Drive along the multipurpose pathway.
What: 5K turkey trot race (Timed event), 1 mile fun run, 100 yard dash (on campus)
We will have 3 hired PBG officers helping us to keep runner's safe with traffic like last year.

I know that last year we completed the full permit for Avenir.
I will need the board's letter of approval for our city permit to be approved and then I can share a copy with you.
Please let me know what else you need from us.

Rebecca Pavich

Rebecca Pavich
Principal
Somerset Academy Avenir
12950 Avenir Dr.
Palm Beach Gardens, FL 33412
561-406-4134
www.somersetavenir.org

Currently Reading:

"Success is the product of daily habits, not once-in-a-lifetime transformations" ~ James Clear author of Atomic Habits

ESTIMATE

Florida Coast Power Washing LLC
5359 NW Wisk Fern Circle Port St. Lucie, FL 34986
Eric@FCpowerwash.com
5616767526

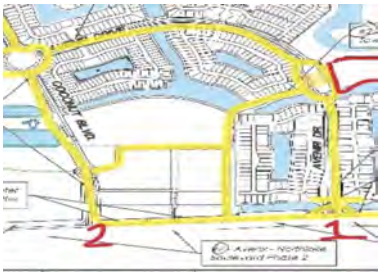
Bill To

Avenir CDD

12255 Avenir Dr
Palm Beach Gardens, Florida 33412, United States
mbowden@sdsinc.org
(561) 596 4316

Estimate details

Estimate no.: 2311
Estimate date: 08/19/2026
Status: Pending

PRODUCT OR SERVICE	AMOUNT
Annual cleaning - Sidewalks/Curbs/Gutters/Medians Avenir Dr. Sidewalks/all benches - Pre chemical treatment / surface cleaning / high volume rinse/ post chemical treatment. Curbs/ Gutters/ Median curbs-pressure cleaned- 306662 sq ft × $0.10/sq ft	$30,666.20
Annual cleaning - Sidewalks/Curbs/Gutters/Medians Coconut BLVD. Sidewalks/all benches - Pre chemical treatment / surface cleaning / high volume rinse/ post chemical treatment. Curbs/ Gutters/ Median curbs-pressure cleaned 171494 sq ft × $0.10/sq ft	$17,149.40
Annual cleaning - Sidewalks/Curbs/Gutters/Medians Panther National Blvd. Sidewalks/all benches - Pre chemical treatment / surface cleaning / high volume rinse/ post chemical treatment. Curbs/ Gutters/ Median curbs-pressure cleaned 110668 sq ft × $0.10/sq ft	$11,066.80
Annual cleaning - Sidewalks/Curbs/Gutters/Medians Sidewalks/all benches in between Coconut Blvd and Avenir- Pre chemical treatment / surface cleaning / high volume rinse/ post chemical treatment. Curbs/ Gutters/ Median curbs-pressure cleaned 76876 sq ft × $0.10/sq ft 	$7,687.60

Subtotal	$66,570.00
Estimate Total	**$66,570.00**

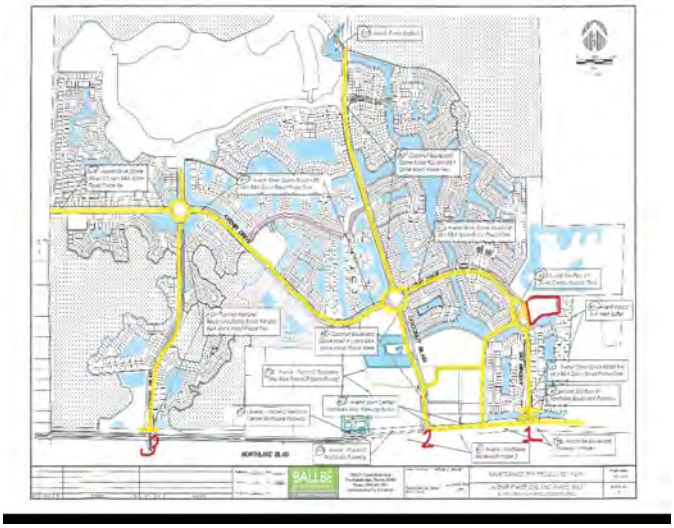
Pending Approval

View Online

Access your estimate anytime online

Click Here to View Estimate Online
Estimate viewed on Aug 25, 2026, 4:22 PM UTC

Project Photos



Wallcraft Custom

1 Duke Drive
Lake Worth, FL 33460

Proposal

Date	Estimate #
8/28/2026	T16766

Name / Address
Avenir Community Development District 550 Biltmore Way, Suite 1110 Coral Gables, FL 33134

Reference	Rep
10799 Coconut Blvd	

DESCRIPTION	Option Number	Cost Code	Total
10799 Coconut Blvd Palm Beach Gardens, FL 33412			0.00
Pressure wash building Paint sutcco - 7006 Paint fascia - Tri corn black			6,890.00

Total $6,890.00

ESTIMATE

Talent Construction Services
1809 Lake Cove
Lake Worth, FL 33460

talentconservices@yahoo.com
+1 (561) 597-9297

Wobden, Megan

Bill to
Megan Wobden
10799 Coconut Blvd
Palm Beach Gardens, FL 33412

Estimate details

Estimate no.: 1042
Estimate date: 08/26/2026
Expiration date: 09/16/2026

Product or service	Description	Qty	Rate	Amount
BLDG. PAINTING & PRESSURE WASH	SCOPE OF WORK: Building Exterior Walls PRESSURE WASHING & PREPARATION: - Pressure wash exterior surfaces as needed before painting. - Perform basic preparation, including: - Minor caulking - Minor patching - Surface preparation necessary for proper paint adhesion	1	$750.00	$750.00
BLDG. PAINTING & PRESSURE WASH	PAINT EXTERIOR WALL SURFACE: Approximate 3,500 SF - Apply one coat of primer to ensure a proper adhesion of new paint. - Apply two coats of Sherwin Williams flat Super Paint (if necessary) to achieve proper coverage and a uniform finish. FASCIA/ EXTERIOR TRIM: - Prepare and paint the existing exterior fascia around the building. PROTECTION AND CLEANUP: - Protect applicable surrounding areas during the painting process. - Maintain a clean work area throughout the project. - Remove normal job-related debris & perform final cleanup upon completion of the project.	1	$7,000.00	$7,000.00
	PLEASE NOTE: This proposal & pricing are based on the visible conditions of the building & exterior wall area of approx. 3,500 SF provided. If any significant deterioration, damaged surfaces, and or unforeseen conditions are			

discovered during the building preparation, and additional repairs need to be performed it will be discussed separately with customer's approval before proceeding.

Note to customer

DEPOSIT of 35% is required to commence this project upon approval. Balance will be due upon completion of the project. Thank you!

Total	**$7,750.00**
Deposit due	$2,712.50
Expiry date	09/16/2026

Accepted date

Accepted by

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 05/05/2026

Attn: Megan Bowden
Company: Avenir CDD
Project: 00194 M Avenir CDD
Address: 12255 Avenir Dr.

W/O # 140 - Mulch 1" - Panther National Blvd - Publix Access Road -

Billing Address:

Product Description	QTY	Unit Cost	Total
Mulch			
Mulch 1" Depth - Panther NatL Blvd - Publix Access Road	500.00	$50.00	$25,000.00
Mulch 1" Depth - Publix Access Road	250.00	$50.00	$12,500.00
		Sub-Total by Mulch	$37,500.00
		Grand Total	**$37,500.00**

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Terms of Service

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall not be liable for any damage that occurs from Acts of god defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government agency, national or regional emergency, epidemic. Pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of the Contract within sixty (60) days.

7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.

10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of the jobsite where Contactor is to perform the work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.

11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project, unless otherwise, agreed to in writing.

12. Termination: This Work Order may be terminated by either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.

13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or around the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services are not included in this Agreement and shall not be provided by the contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect, and or landscape design professional, any costs concerning these Design Services are to be paid by the customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in wiring before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of $150.00 and billed to the Customer.

16. Tree and Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.

17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

18. Acceptance of this Contract: By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein, Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest as a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be changed on unpaid balance 15 days after billing.

Scope Of Woirk

Blown in mulch throughout all areas highlighted on reference map

* This proposal shall be valid for Thirty (30) days from date of issue.

* Alternates, if present, are to be added to the cost of proposal.

* Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Accepted By: _____ Date: _____

Submitted By: _____ Date: _____

**Acceptance shall serve as notice that proposal has been reviewed and approved and contract is forthcoming.

08/06/2026

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 08/06/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 174 - Phase 1 of Cabbage Palm Replacement

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Phase 1 includes all the main roads--Coconut Blvd--Avenir Dr--Panther NAtional Blvd.	DOES NOT INCLUDES PUBLIX ACCESS ROAD OR NORTHLAKE BLVD.	1.00	$0.00	$0.00
Remove and Replace dead cabbage palms throughout the community next to cart paths and up against perimeter walls--Dispose of dead palms, check and adjust irrigation	Sizes will vary from 14-24 foot overall depending on area planted	37.00	$1,150.00	$42,550.00
			Grand Total	**$42,550.00**

AVENIR COMMUNITY DEVELOPMENT DISTRICT

AVENIR

MASTER TRUST INDENTURE ENGINEER'S REPORT FISCAL YEAR 2026

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

September 2, 2026

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PART III	PUBLIC PLANNED IMPROVEMENTS UPDATE ……	10
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PART I: INTRODUCTION

Pursuant to the Master Trust Indenture between the Avenir Community Development District (the "District") and Regions Bank (the "Trustee") relating to the Avenir Community Development District Special Assessment Bonds (the "Bonds"), this Engineer's Report for Fiscal **Year 2026** (the "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 District, for the purposes of inspecting any portions of the **Avenir Assessment Area One, Avenir Assessment Area Two and Avenir Assessment Area Three** (the "Project") lands owned by the District and provide the following information:

(i) Report its findings as to whether such portions of the Project owned by the District have been maintained in good repair, working order and condition.
(ii) Provide its recommendations as to the proper maintenance, repair and operation of the Project during the ensuing Fiscal Year.
(iii) Provide an estimate of the amount of money necessary for such purpose.

The District is located in the City of Palm Beach Gardens (the "City"), Palm Beach County, Florida and was established pursuant to Chapter 190, Florida Statutes, for the development of the public infrastructure and required public improvements to service the Avenir Planned Community Development (the "Development") and to provide for the acquisition, financing, long term administration and management of such public infrastructure improvements. Avenir Development, LLC (the "Developer") is managing the construction of the improvements in the Project on behalf of the District.

Information provided in this 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, Special District Services, Inc. (the "District Manager") and other professionals and contractors.

PART II: GENERAL PROPERTY INFORMATION

A. Location

The District is located in the City of Palm Beach Gardens (the "City"), more particularly described as being situated North of Northlake Boulevard, South of Beeline Highway, East of Grapeview Boulevard and West of Stonewall Drive. The land lies the following sections:

Township, Range	Section Number
Township 42 South Range 41 East	4,8,9,10,14,15,16,17
Township 41 South Range 41 East	28,23
Total District Area =	**2,427.50 Acres**

For a depiction of the District's boundary please refer to **Exhibit 1**.

B. General Information

The District's property consists of approximately 2,427.50 gross acres which will be subdivided into several parcels for the uses specified above, along with the required roadways, lakes and landscape buffers depicted in the master plan. A large portion of the site is clear of vegetation and is currently being used for farming purposes. The balance of the site consists of environmentally sensitive lands and upland areas which have not been cleared.

C. Assessment Area One

The District Special Assessment Bonds, Series 2018-1 & 2018-2 (Assessment Area One Project), the District Special Assessment Bonds, Series 2018-3 (Clubhouse Project) and the District Special Assessment Bonds, Series 2019-1 (Parcels A6-A9 Project) are herein collectively referred to as the "AA-One Bonds". Proceeds from the AA-One Bonds were used to fund the construction of the Assessment Area One Project and the Clubhouse Project.

Please refer to **Exhibit 2** attached showing the limits of Assessment Area One. The Development was constructed in phases.

Following is the improvement description, status and ownership/maintenance responsibility for Fiscal **Year 2025:**

Item #	Improvement Description	Status	Ownership Maintenance
1	Master water management system – lakes	Complete	District
2	Master water management system – lake interconnects	Complete	District
3	Spine Road Phase One – water distribution and sewage collection system	Complete	Seacoast Utility Authority
4	Spine Road Phase One – lift stations and transmission system	Complete	Seacoast Utility Authority
5	Spine Road Phase One – drainage system	Complete	District
6	Spine Road Phase One – paving, sidewalks and related work	Complete	City of Palm Beach Gardens
7	Spine Road Phase One – landscape and irrigation	Complete	District
8	Spine Road Phase One – streetlights and dry utilities	Complete	Florida Power & Light
9	Spine Road Phase One – entry features	Complete	District
10	Mecca Water Main Extension Canal Aerial Crossing Mecca Water Main Extension	Complete	Palm Beach County Water Utilities Department Seacoast Utility Authority
11	Clubhouse	Complete	District
12	Avenir Phase One Mitigation Environmental Restoration	Complete	District

D. Assessment Area One - Parcel A-4 Sub-Assessment Area

Below is the planned use for the Parcel A-4 Project in Parcel A-4 Sub-Assessment Area within Assessment Area One:

Parcel I.D.	Product/Use	No. of Units
A-4	80'x140' residential lot	107
Total Number of Units =		**107**

The infrastructure improvements required for the Parcel A-4 Sub-Assessment Area (refer to **Exhibit 3**) consist of public improvements, community facilities and basic infrastructure needed to serve that sub assessment area. Said improvements were funded by the District by the issuance of its Special Assessment Bonds, Series 2019B Bonds (the "Tax Exempt Bonds") and by the issuance of its Taxable Special Assessment Bonds, Series 2019B Bonds (the "Taxable Bonds"), collectively referred as the "Series 2019-B Bonds."

Following is the improvement description, status and ownership/maintenance responsibility for Fiscal **Year 2025:**

Item #	Improvement Description	Status	Ownership Maintenance
1	Water management system	Complete	District
2	Water Distribution and Sewage Collection System	Complete	Seacoast Utility Authority
3	Landscape & Irrigation Common Areas	Complete	District/HOA
4	Walls, Hardscape & Sidewalks Common Areas	Complete	District/HOA

E. 2021 Assessment Area Two

Below is the list of parcels included in Assessment Area Two – 2021A Project Area and the planned uses that will benefit from the Assessment Area Two – 2021A Project:

Parcel I.D.	Product/Use	No. of Units
A-10 (*)	77' wide residential	230
A-12 (PN)	90' wide residential	139
A-13 (PN)	125' wide residential	12
	175' wide residential	15
A-14 (PN)	125' wide residential	43
	175' wide residential	9
A-15 (GL)	50' wide residential	358
	62' wide residential	204
A-18 (*)	80' wide residential	104
A-20	55' wide residential	78
	65' wide residential	68
A-21 (*)	50' wide residential	204
Golf Course	Recreational	217.57 acres
Charter School	Educational	7.263 acres
TOTALS =		**1,464 units 889.96 acres**

(*) Updated September 3, 2026.

The District issued Special Assessment Bonds for the Assessment Area Two – 2021A Project in one or more series (herein, the "2021A Bonds") to finance and refinance a portion of the Project. Proceeds from the Bonds are being used to fund the construction of the Project.

Please refer to **Exhibit 4** attached showing the limits of Assessment Area Two. The Development is being constructed in phases.

Following is the improvement description, status and ownership/maintenance responsibility for Fiscal **Year 2025:**

Item #	Improvement Description	Status	Ownership Maintenance
1	Surface water management and drainage system, including related land acquisition	Complete	District
2	Master drainage system and drainage pump station	Complete	District
3	Wastewater collection/transmission system	Complete Except for A-13 (PN)	Seacoast Utility Authority
4	Water distribution system	Complete Except for A-13 (PN)	Seacoast Utility Authority
5	Spine Road Phase Two and Three – drainage system	Complete	District
6	Spine Road Phase Two and Three – paving, sidewalks and related work	Complete except for final asphalt lift	City of Palm Beach Gardens
7	Open space and recreation areas, including land acquisition	Complete	District
8	Landscaping, irrigation, entrance features, hardscapes	Complete	District
9	Conservation area mitigation	In Progress	District

The District issued the 2021B Bonds for the Assessment Area Two – 2021B Project in one or more series to finance land acquisition. The 2021B Bonds were secured by all the assemble lands within Assessment Area Two but excluding Parcels A-12, A-13 and A-14, and excluding the Golf Course Parcel and the Charter School Parcel (herein the "Assessment Area Two – 2021B Project Area").

F. Assessment Area Two - Special Assessment Bonds (Panther National Residential Project)

In addition to the above listed improvements, the District issued bonds to

fund the estimated costs for the public infrastructure for Panther National Assessment Area described below:

Parcel I.D.	Product/Use	No. of Units
A-12 (PN)	90' wide residential	139
A-13 (PN)	125' wide residential	12
	175' wide residential	15
A-14 (PN)	125' wide residential	43
	175' wide residential	9
TOTALS =		**218 units 139.09 acres**

Following is the improvement description, status and ownership/maintenance responsibility for Fiscal **Year 2025:**

Item #	Improvement Description	Status	Ownership Maintenance
1	Surface water management and drainage system	Complete	District
2	Wastewater collection/transmission system	Complete Except for A-13 (PN)	Seacoast Utility Authority
3	Water distribution system	Complete Except for A-13 (PN)	Seacoast Utility Authority
4	Roadways (surface water management and drainage related items only)	Complete Except for A-13 (PN)	District

G. Assessment Area Three

Below please find the parcels within the Assessment Area Three and the planned uses that benefit from the Assessment Area Three – 2023 Project:

Parcel I.D.	Product/Use	No. of Units
A-16	50' wide residential	283
	60' wide residential	208
A-17 (*)	50' wide residential	70
	60' wide residential	74
A-19 (*)	55' wide residential	101
	65' wide residential	48
Parcel "D"	Professional Office/Medical	97.44 acres
Parcel "H"	Agriculture	11.43 acres
Parcel "J-West"	Professional Office	14.23 acres
TOTALS =		**784 units 123.10 acres**

(*) Updated September 3, 2026.

The District issued Special Assessment Bonds for the Assessment Area Three – 2023 Project in one or more series (herein, the "2023 Bonds") to finance and refinance a portion of the Project. Proceeds from the Bonds are being used to fund the construction of the Project.

Please refer to **Exhibit 5** attached showing the limits of Assessment Area Three. The Development is being constructed in phases.

Following is the improvement description, status and ownership/maintenance responsibility for Fiscal **Year 2025:**

Item #	Improvement Description	Status	Ownership Maintenance
1	Surface water management and drainage system, including related land acquisition	Complete	District
2	Wastewater collection/transmission system	In Progress	Seacoast Utility Authority
3	Water distribution system	In Progress	Seacoast Utility Authority
4	Roadways including related land acquisition	Complete	District
5	Spine Road Phase Five and Six – drainage system	Complete	District
6	Spine Road Phase Five and Six – paving, sidewalks and related work	Complete except for final asphalt lift	City of Palm Beach Gardens
5	Open space and recreation areas, including land acquisition	Complete	District
6	Landscaping, Irrigation, Entrance Features, Hardscapes	Complete	District
7	Wetlands Mitigation and Conservation	In Progress	District

PART III: PUBLIC PLANNED IMPROVEMENTS UPDATE

Following is a summary of the status of the Project pursuant to the inspections performed by the District Engineer on behalf of the District:

1. Master Water Management System – Lakes

The surface water management system for Assessment Area One, Two and Three consists of a series of lakes interconnected with pipes and a drainage pump station that will discharge the generated runoff to the preservation and restoration areas. Surface water runoff is conveyed to a primary collector ditch located along the east boundary of the site and flows north along the east boundary to the north property line then to the west along the north property line until it reaches the existing control structure adjacent to the C-18 Canal.

The District has acquired the vast majority of the master lake tracts within the Assessment Areas.

Inspection Report Assessment Area One:
All of the master lakes in Assessment Area One have been constructed in accordance to the permitted plans including the lake in Parcel A-11. All completed lake banks are properly graded (verified by lake slope as-builts), have been sodded and are being maintained by the District.

Inspection Report Assessment Area Two:
All the master lakes in Assessment Area Two have been constructed in accordance with the permitted plans. All completed lake banks are properly graded (verified by lake slope as-builts), have been sodded and are being maintained by the District.

The drainage pump station has been constructed and is being operated and maintained by the District.

Inspection Report Assessment Area Three:
All the master lakes in Assessment Area Three have been constructed in accordance with the permitted plans. All completed lake banks are properly graded (verified by lake slope as-builts), have been sodded and are being maintained by the District.

The drainage pump station has been constructed and is being operated and maintained by the District.

2. *Master Water Management System – Lake Interconnects*

The master lakes and lakes within the parcels are interconnected with drainage pipes and endwalls.

Inspection Report Assessment Area One:
All the lake interconnects within Assessment Area One have been constructed in accordance with the permitted plans and certified to the South Florida Water Management District except for Parcel A-11. The lake interconnects constructed are being maintained by the District.

The District's contractor is in the process of finalizing the installation of the lake interconnects for Parcel A-11 and has disturbed the lake banks in a couple areas which will be restored when the lake interconnects are completed.

Inspection Report Assessment Area Two:
All the lake interconnects within Assessment Area Two have been constructed in accordance with the permitted plans and are in the process of being certified to the South Florida Water Management District except for the lake interconnect in Parcel A-10. The lake interconnects that have been constructed are being maintained by the District.

Inspection Report Assessment Area Three:
All the lake interconnects within Assessment Area Three have been constructed in accordance with the permitted plans and are in the process of being certified to the South Florida Water Management District. The lake interconnects that have been constructed except for Parcesl A-17, A-19, Parel H and Parcel J-West Parcel and are being maintained by the District.

3. *Spine Roads Construction – Water Distribution and Sewage Collection System*

The Project is located within the Seacoast Utility Authority ("SUA") water and sewer service area. The proposed improvements for the sewage collection system consists of a network of gravity mains and manholes within the spine roads which collect the sewage flow from the parcels and discharge the flow into a series of lift stations throughout Avenir. The flow from the lift stations is pumped to a network of force mains connected to the County's force main system. The improvements for the water distribution system consists of the installation of a water main trunk lines within the spine roads which connect to the County's water main system.

Inspection Report Assessment Area One:

- The installation of the water distribution system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

- The installation of the sewage collection system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

  District is in the process of upgrading the pump in Lift Station #1 as required by SUA permit.

Inspection Report Assessment Area Two:

- The installation of the water distribution system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

- The installation of the sewage collection system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

Inspection Report Assessment Area Three:

- The installation of the water distribution system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

- Seacoast Utility Authority requested the installation of a water main and metering station interconnection to the Palm Beach County Water Utilities Department water main located at the intersection of Panther National Boulevard and Northlake Boulevard. The water main interconnect has been installed and the District's contractor is in the process of finalizing the metering station. Improvements will be certified once completed.

- The installation of the sewage collection system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The constructed improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

4. Lift Stations and Transmission System

Sewage lift stations are being constructed to handle the sewage flow generated the parcels and a force main has been constructed to carry the flow to the existing force main owned and operated by Palm Beach County.

Inspection Report Assessment Area One:

- The installation of the lift stations and force mains are complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The constructed improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

Inspection Report Assessment Area Two:

- The installation of the lift stations and force mains are complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County except for Lift Station No. 11 which is in the process of being finalized. The constructed improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

Inspection Report Assessment Area Three:

- The installation of the lift stations and force mains are complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The constructed improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

5. Spine Roads – Drainage System, Paving, Sidewalks and Related Work

The roadway components include but are not limited to drainage culverts, catch basins, road subgrade, rock base, asphalt, curbing, pavement markings, signage, sidewalks and asphalt paths.

Inspection Report Assessment Area One:

- Spine Roads 1 (Avenir Drive from Northlake Boulevard to Coconut Boulevard) has been constructed and certified to the permitting agencies. The road is being maintained by the City of Palm Beach Gardens and is in good working condition.

- Spine Road 2 (Coconut Boulevard from Avenir Drive north to the conservation area) has been constructed except for the final lift of asphalt and has been certified to the South Florida Water Management District. Certification to the City of Palm Beach Gardens will be provided once the final lift of asphalt and thermoplastic pavement markings have been installed. The road is being maintained by the City of Palm Beach Gardens and is in good working condition.

- Spine Road 3 (Coconut Boulevard from Avenir Drive to Northlake Boulevard) has been constructed except for the final lift of asphalt and has been certified to the South Florida Water Management District. Certification to the City of Palm Beach Gardens will be provided once the final lift of asphalt and thermoplastic pavement markings have been installed. The road is being maintained by the City of Palm Beach Gardens and is in good working condition.

Inspection Report Assessment Area Two:

- The construction of Spine Road Phase 4 (Avenir Drive from Coconut Boulevard to Panther National Boulevard) has been constructed, the final lift of asphalt has been installed and the installation of the final pavement markings is in progress. The drainage has been certified to the South Florida Water Management District. Certification to the City of Palm Beach Gardens will be provided once the thermoplastic pavement markings have been installed. The road is being maintained by the City of Palm Beach Gardens and is in good working condition.

Inspection Report Assessment Area Three:

- The construction of Spine Road Phase 5 (Panther National Boulevard from Northlake Boulevard to Avenir Drive) has been constructed

except for the final lift of asphalt and has been certified to the South Florida Water Management District. Certification to the City of Palm Beach Gardens will be provided once the final lift of asphalt and thermoplastic pavement markings have been installed. The road is being maintained by the City of Palm Beach Gardens and is in good working condition.

- The construction of Spine Road Phase 6 (Avenir Drive from Panther National Boulevard to Mecca) has been constructed except for the final lift of asphalt and has been certified to the South Florida Water Management District. Certification to the City of Palm Beach Gardens will be provided once the final lift of asphalt and thermoplastic pavement markings have been installed. The road is being maintained by the City of Palm Beach Gardens and is in good working condition.

6. *Spine Roads – Landscape and Irrigation*

Inspection Report Assessment Area One:

- Installation of landscape and irrigation for Spine Road 1 (Avenir Drive from Northlake Boulevard to Coconut Boulevard) and Spine Road 2 (Coconut Boulevard from Avenir Drive north to the conservation area) has been completed and certified to the permitting agencies. The landscape and irrigation are being maintained by the District and is in good condition.

- Installation of landscape and irrigation for Spine Road 3 (Coconut Boulevard from Avenir Drive to Northlake Boulevard) has been completed and certified to the permitting agencies. The landscape and irrigation are being maintained by the District and is in good condition.

Inspection Report Assessment Area Two:

- Installation of landscape and irrigation for Spine Road 4 (Avenir Drive from Coconut Boulevard to Panther National Boulevard) has been completed and certified to the permitting agencies. The landscape and irrigation are being maintained by the District and is in good condition.

Inspection Report Assessment Area Three:

- Installation of landscape and irrigation for Spine Road Phase 5 (Panther National Boulevard from Northlake Boulevard to Avenir Drive) and Spine Road Phase 6 (Avenir Drive from Panther National Boulevard to Mecca) has been completed and certified to the

permitting agencies. The landscape and irrigation are being maintained by the District and is in good condition.

7. Spine Roads – Entry Features

Avenir Drive (Assessment Area One):
The entry feature to the Project located at the Avenir Drive and Northlake Boulevard intersection includes walls, signs, berms, landscaping, irrigation, lighting, fountains, and related features. The entry feature has been constructed, certified to the permitting agencies, is operational and in good working condition. The District is maintaining the entry feature.

Coconut Boulevard (Assessment Area Two):
The entry feature to the Project located at the Coconut Boulevard Drive and Northlake Boulevard intersection includes walls, signs, berms, landscaping, irrigation, lighting, fountains, and related features. The entry feature has been constructed, certified to the permitting agencies, is operational and in good working condition. The District is maintaining the entry feature.

Panther National Boulevard (Assessment Area Three):
The entry feature to the Project located at the Panther National Boulevard and Northlake Boulevard intersection includes walls, signs, berms, landscaping, irrigation, lighting, fountains, and related features. The construction of this entry feature has recently being completed and is in the process of being certified to the permitting agencies.

8. Mecca Water Main and Force Main Extensions

Both projects have been completed, certified and conveyed to Seacoast Utility Authority. The improvements are owned and maintained by the Seacoast Utility Authority.

9. Clubhouse

East Clubhouse (Assessment Area One)
The District has constructed the Clubhouse and is currently being operated by the District.

West Clubhouse
The west clubhouse will be constructed by Avenir Development, LLC and is not included in the assessment areas.

10. Avenir Phase One Mitigation Environmental Restoration

The Phase One Mitigation Area is comprised of approximately 300 acres of the designated Avenir Conservation Area which occurs north of the development area, east of the "north-south road", and south of the Sweet Bay Natural Area. The District has completed the initial habitat restoration requirements for the Phase 1 and started working on the habitat restoration for Phase 2.

The project consists of the following tasks:

- Conduct the habitat restoration activities
- Upland Pasture Area Restoration
- Wetland Invasive Species Treatment
- Mechanical Clearing
- Native Upland Restoration
- Native Vegetation Thinning
- Hydrologic Restoration

<u>Inspection Report for Phase Two:</u>
The field work described above is approximately 90% complete.

PART IV: MAINTENANCE, REPAIR AND OPERATION BUDGET / INSURANCE

A. *Maintenance, Repair and Operation Budget*

We have reviewed the District's Final Budget for Fiscal Year **2025/2026** (October 1, **2025** – September 30, **2026**), see attached **Exhibit 6**, as adopted by the Board and found it to be sufficient for the maintenance of the improvements constructed to date and to be constructed and maintained within the budget period.

B. *Insurance*

The District currently carries the following insurance coverages:

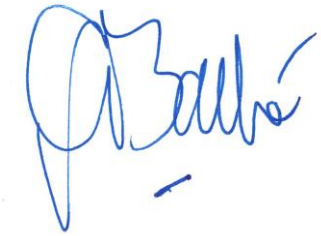
TYPE OF INSURANCE	LIMITS	
Commercial General Liability	Each Occurrence	$1,000,000
	Damage to rented premises (ea occurrence)	$100,000
	Med exp (any one person)	$5,000
	Personal & adv injury	$1,000,000
	General aggregate	$2,000,000
	Products - comp/op AGG	$2,000,000
Professional Liability		$1,000,000

We have reviewed the above listed coverage and limits and believe they are adequate. Also, we have reviewed the premium cost and believe that is reasonable. The budget currently includes the cost of the insurance annual premium for the coverage listed above.

I hereby certify that the foregoing is a true and correct copy of the Master Trust Indenture Engineer's Report Fiscal Year **2025**.

Sincerely,

BALLBÉ & ASSOCIATES, INC.



September 2, 2026

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

EXHIBITS

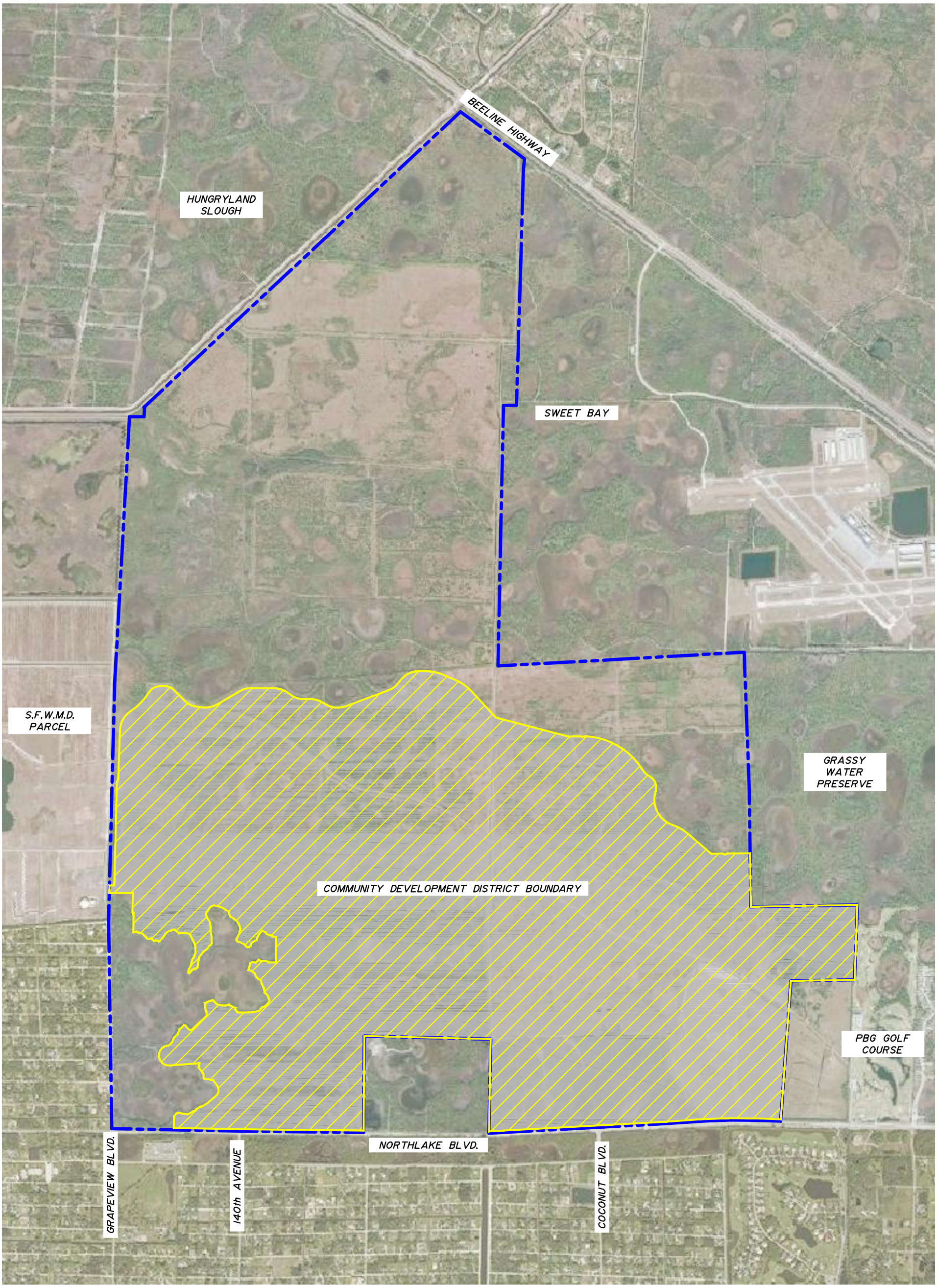
AVENIR

Prepared by:

BALLBÉ & ASSOCIATES

Civil Engineering • Planning • Surveying

Exhibit 1	Location Map / CDD Boundary



PROPERTY BOUNDARY LIMITS

COMMUNITY DEVELOPMENT DISTRICT BOUNDARY

NORTH

0 2000 4000

Feet

Engineer of Record:
Carlos J. Ballbé
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 One Plan



NO.	DATE	BY	REVISION

NO.	DATE	BY	REVISION

Designed by: C.J.B. Date: 9/2019

Drawn by: C.J.B. Date: 9/2019

Checked by: _____ Date: _____

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBÉ

Registered Engineer Number: 41811
State of Florida

Date: 9/1/2019

ASSESSMENT AREA ONE PLAN

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number: 201622

Sheet Number: 1 OF 1

Exhibit 3	Parcel A-4 Sub-Assessment Area



NORTH

0 150 300

Feet

1" = 150'

AVENIR PARCEL A-4 ASSESSMENT AREA

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: C.J.B. Date: 6/2019

Drawn by: M.A.G. Date: 6/2019

Checked by: _____ Date: _____

BALLBÉ & ASSOCIATES

Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBÉ

Registered Engineer Number: 41811
State of Florida

Date: 6/20/2019

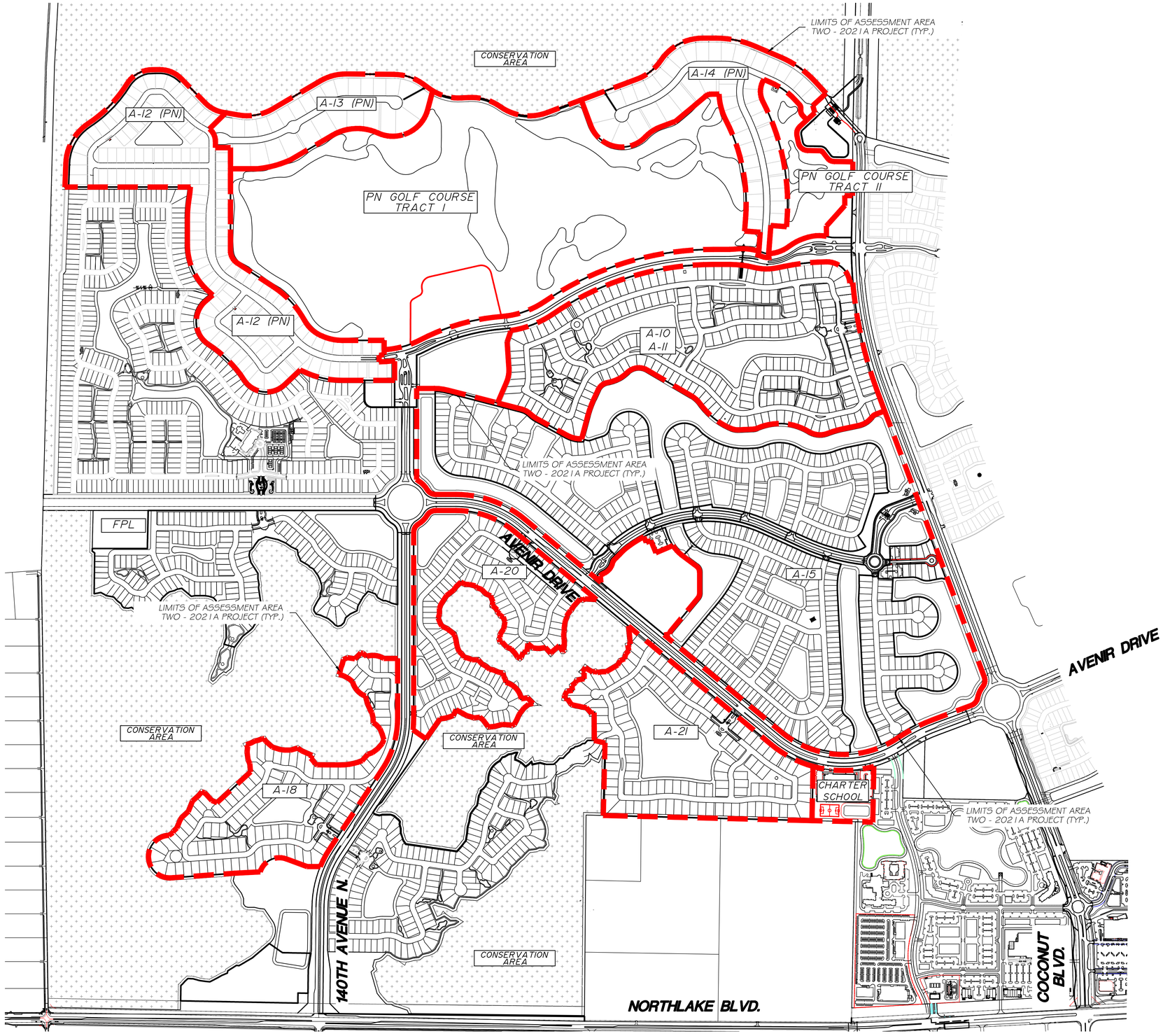
AVENIR PARCEL A-4 ASSESSMENT AREA

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number: 201622

Sheet Number: 1 OF 1

Exhibit 4	Assessment Area Two



NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: N/A Date:

Drawn by: C.J.B. Date: 9/2020

Checked by: N/A Date:

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

2737 Northeast 30th Place
Fort Lauderdale, Florida 33306
Phone: (954) 491-7811
Authorization No. CA26426

Engineer of Record: CARLOS J. BALLBÉ

Registered Engineer Number: 41811
State of Florida

Date: 08/21/2021

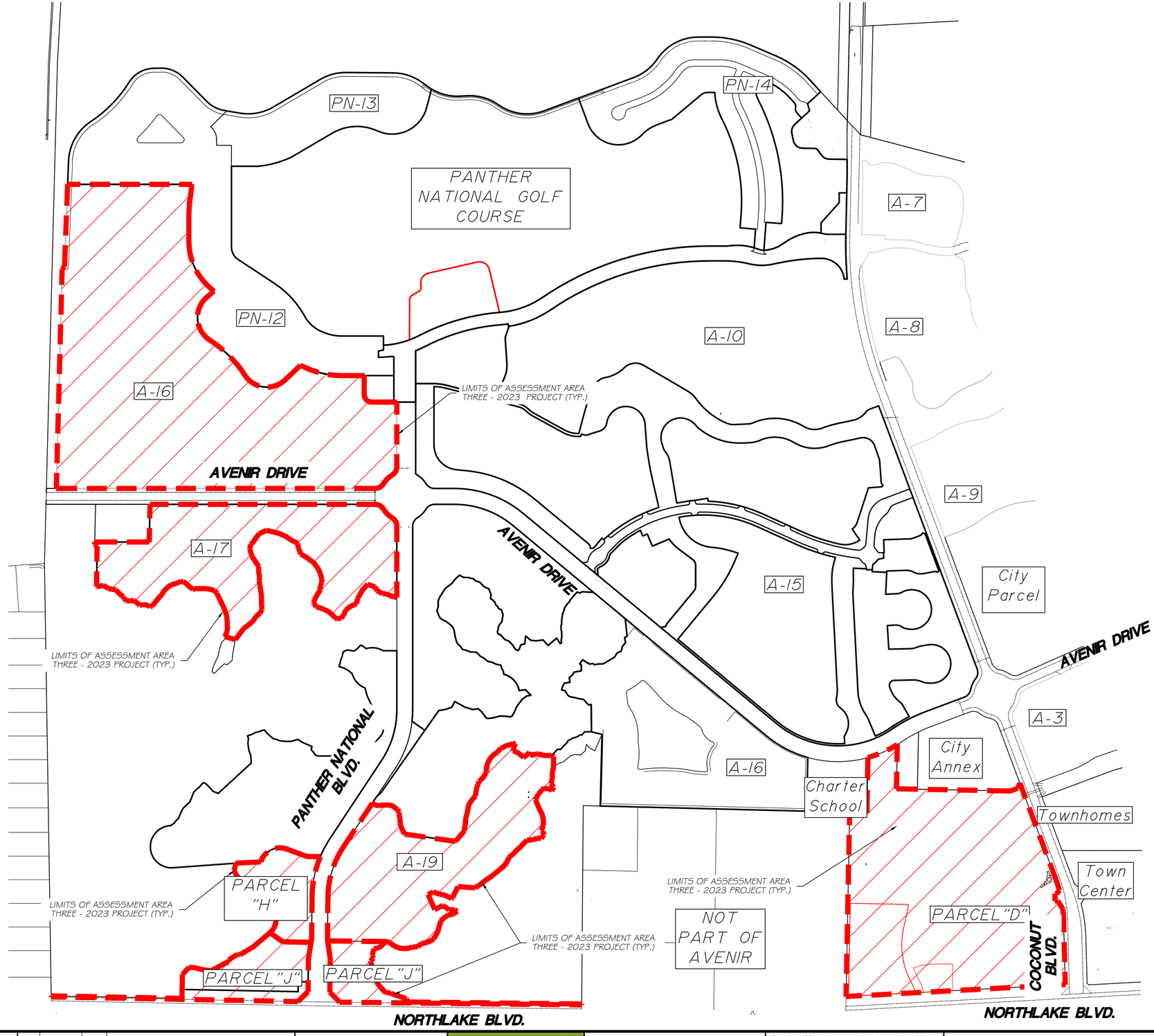
ASSESSMENT AREA TWO-2021A PROJECT AREA PLAN

EXHIBIT 3
AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number: 201622

Sheet Number: 1 OF 1

Exhibit 5	Assessment Area Three Plan



ASSESSMENT AREA THREE
2023 PROJECT

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: N/A Date:
Drawn by: C.J.B. Date: 9/2020
Checked by: N/A Date:

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

2737 Northeast 30th Place
Fort Lauderdale, Florida 33306
Phone: (954) 491-7811
Authorization No. CA26426

Engineer of Record: CARLOS J. BALLBÉ
Registered Engineer Number: 41811
State of Florida
Date: 01/12/2023

ASSESSMENT AREA THREE 2023 PROJECT AREA PLAN

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number: 201622
Sheet Number: 1 OF 1

Exhibit 6	Final Budget for Fiscal Year 2025-2026

Avenir
Community Development District

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

CONTENTS

I	PROPOSED BUDGET
II	DETAILED PROPOSED BUDGET
III	DETAILED PROPOSED CLUBHOUSE BUDGET
IV	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2018)
V	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2019)
VI	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2020)
VII	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2021)
VIII	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2023)
IX	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2024)
X	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2025)
XI	ASSESSMENT COMPARISON - PARCELS A-1 - A-5
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PROPOSED BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 BUDGET
O&M Assessments	7,052,101
Clubhouse Assessments	1,738,886
Total Regular Debt Assessments	14,429,156
Total Cap I + B Bond Debt Assess	2,607,911
Landowner Contribution - O&M	0
Landowner Contribution - Clubhouse	0
Landowner Contribution - Debt	0
Impact Fees	0
Bond Prepayments	0
Bond Prepayments - Sent to Trustee	0
O&M Interest & Other Income	1
Clubhouse Interest & Other Income	230,000
TOTAL REVENUES	**$ 26,058,055**
EXPENDITURES	
Supervisor Fees	0
Supervisor Fees Taxes	0
Engineering/Inspections	50,000
Management	150,000
District Office	75,000
Legal	80,000
Assessment Roll	6,000
Audit Fees	13,700
Arbitrage Rebate Fee	5,000
Insurance	75,000
Legal Advertisements	20,000
Miscellaneous	2,000
Postage	2,000
Office Supplies	5,000
Dues & Subscriptions	175
Trustee Fees	40,000
Continuing Disclosure Fee	3,500
Website Management	1,600
Infrastructure Maintenance	100,000
Miscellaneous Maintenance	50,000
Base Landscape Maintenance	1,350,000
Optional Landscape Maintenance	1,000,000
Irrigation Maintenance	250,000
Lake & Littoral Maintenance	375,000
Midge & Mosquito Control	350,000
Fountain Maintenenace	275,000
Street Sweeping / Pressure Washing	100,000
Mitigation Maintenance	1,045,000
Hydrobiologic Monitoring	25,000
Pump Station Maintenance / Fuel	100,000
Electric (FPL) (Including Streetlight)	650,000
Water (Seacoast)	175,000
Gas Utility	20,000
Holiday Lighting	35,000
Contingency	200,000
Clubhouse Total Expenditures	1,864,553
TOTAL EXPENDITURES	**$ 8,493,528**
REVENUES LESS EXPENDITURES	**$ 17,564,527**
Bond Payments - Series 2018	(2,995,460)
Bond Payments - Series 2019	(1,188,635)
Bond Payments - Series 2020 (IF)	0
Bond Payments - Series 2021	(4,330,610)
Bond Payments - Series 2023	(5,256,637)
Bond Payments - Series 2024	(802,326)
Bond Payments - Series 2025	(1,597,650)
BALANCE	**$ 1,393,209**
County Appraiser & Tax Collector Fee	(464,403)
Discounts For Early Payments	(928,806)
EXCESS/ (SHORTFALL)	**$ -**

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

REVENUES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
O&M Assessments	4,052,304	4,965,806	7,052,101	Total Regular Expenses / .94
Clubhouse Assessments	1,732,804	1,740,759	1,738,886	Total CH Expenses - Revenue / .94
Total Regular Debt Assessments	6,853,117	15,595,194	14,429,156	
Total Cap I + B Bond Debt Assess	8,769,715	1,809,035	2,607,911	
Landowner Contribution - O&M	0	0	0	
Landowner Contribution - Clubhouse	0	0	0	
Landowner Contribution - Debt	0	0	0	
Impact Fees	10,297,527	6,484,553	0	Estimated
Bond Prepayments	15,566,824	0	0	
Bond Prepayments - Sent to Trustee	(15,566,824)	0	0	
O&M Interest & Other Income	119,017	0	1	
Clubhouse Interest & Other Income	66,956	55,000	230,000	Rental 30,000 + 200,000 Carryover
TOTAL REVENUES	**$ 31,891,440**	**$ 30,650,347**	**$ 26,058,055**	
EXPENDITURES				
Supervisor Fees	0	3,840	0	
Supervisor Fees Taxes	0	308	0	
Engineering/Inspections	14,380	20,000	50,000	
Management	54,645	56,285	150,000	Onsite Full Time Manager
District Office	0	0	75,000	
Legal	55,410	48,000	80,000	
Assessment Roll	6,000	6,000	6,000	
Audit Fees	13,600	13,700	13,700	Increase due to Additional Bonds
Arbitrage Rebate Fee	3,675	4,200	5,000	
Insurance	35,937	66,000	75,000	Insurance Estimate
Legal Advertisements	8,655	5,000	20,000	
Miscellaneous	1,981	2,000	2,000	
Postage	1,304	750	2,000	
Office Supplies	2,868	2,000	5,000	
Dues & Subscriptions	175	175	175	
Trustee Fees	29,500	35,000	40,000	
Continuing Disclosure Fee	3,250	3,000	3,500	
Website Management	1,600	1,600	1,600	
Infrastructure Maintenance	213,853	100,000	100,000	
Miscellaneous Maintenance	7,890	50,000	50,000	
Base Landscape Maintenance	1,081,756	1,310,000	1,350,000	
Optional Landscape Maintenance	262,955	350,000	1,000,000	
Irrigation Maintenance	108,688	140,000	250,000	
Lake & Littoral Maintenance	97,666	250,000	375,000	
Midge & Mosquito Control	0	0	350,000	
Fountain Maintenenace	101,044	100,000	275,000	Includes 2 additional fountains and backup pumps
Street Sweeping / Pressure Washing	144,916	200,000	100,000	
Mitigation Maintenance	539,350	720,000	1,045,000	
Hydrobiologic Monitoring	0	0	25,000	
Pump Station Maintenance / Fuel	71,472	100,000	100,000	
Electric (FPL) (Including Streetlight)	596,351	650,000	650,000	Streetlight & electric
Water (Seacoast)	188,447	150,000	175,000	
Gas Utility	18,557	0	20,000	
Holiday Lighting	0	0	35,000	
Contingency	0	150,000	200,000	Approximatley 3% of non clubhouse O&M expenses
Clubhouse Total Expenditures	1,450,642	1,691,313	1,864,553	
TOTAL EXPENDITURES	**$ 5,116,566**	**$ 6,359,171**	**$ 8,493,528**	
REVENUES LESS EXPENDITURES	**$ 26,774,873**	**$ 24,291,176**	**$ 17,564,527**	
Bond Payments - Series 2018	(2,325,851)	(2,995,460)	(2,995,460)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2019	(1,843,266)	(1,278,335)	(1,188,635)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2020 (IF)	(10,297,527)	(6,484,553)	0	Estimated
Bond Payments - Series 2021	(10,453,694)	(4,850,154)	(4,330,610)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2023	(733,760)	(6,583,756)	(5,256,637)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2024	0	(760,813)	(802,326)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2025	0	0	(1,597,650)	2026 P & I Payments Less Earned Interest
BALANCE	**$ 1,120,774**	**$ 1,338,105**	**$ 1,393,209**	
County Appraiser & Tax Collector Fee	(37,402)	(446,035)	(464,403)	
Discounts For Early Payments	(340,670)	(892,070)	(928,806)	
EXCESS/ (SHORTFALL)	**$ 742,703**	**$ -**	**$ -**	

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

EXPENDITURES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
Supervisor Fees	0	960	0	
Supervisor Fees Taxes	0	77	0	
Connect Water Fee	0	0	0	
CDD Management	8,000	8,000	35,000	
Legal	2,940	12,000	12,000	
Assessment Roll	1,500	1,500	1,500	
Audit Fees	1,400	1,600	1,600	
Arbitrage Rebate Fee	225	225	225	
Legal Advertisements	1,200	1,500	4,000	
Miscellaneous	2,738	0	5,000	
Trustee Fees	3,500	3,500	3,500	
Continuing Disclosure Fee	250	250	250	
Website Management	400	400	400	
CH Management/personnel	642,566	758,801	819,578	
Uniforms	0	4,000	4,000	
Licenses/Permits	1,998	5,000	5,000	
Insurance	70,000	55,000	80,000	
Post / Print / Office Sup	14,759	9,000	12,000	
IT / Telecom	15,133	20,000	20,000	
HVAC Maint & Repair	0	12,000	12,000	
Janitorial	33,436	11,000	14,000	
Misc Repair & Maint	23,922	60,000	60,000	
Pest Control	19,794	18,000	20,000	
Fire/ Life/ Hood -Safe Sys	9,649	8,000	8,000	
Fitness Equip	3,743	4,000	4,000	
Vehicle Lease & Maint	4,799	5,000	5,000	
Holiday Decorations	0	15,000	15,000	
Cable / Music Services	3,082	3,000	4,000	
Trash Removal	4,004	6,000	6,000	
Gas	23,108	50,000	50,000	
Electricity	36,178	50,000	50,000	
Water & Sewer	40,027	40,000	45,000	
Irrigation Water	4,533	10,000	10,000	
Security / Camera Surveillance	101,070	90,000	90,000	
Electronic Access Control	28,188	10,000	10,000	
Surveillance Repair & Main	0	0	0	
Landscape Maint Contract	71,304	80,000	83,000	
Landscape Other / Irrigation	102,581	40,000	50,000	
Pool Chemicals	51,362	55,000	57,000	
Pool Maintenance Agreement	29,792	32,500	32,500	
Pool Repair & Misc Maint	4,200	25,000	25,000	
Tennis & Pickle Court Main	13,382	15,000	25,000	
Furniture Repair & Maint	0	5,000	5,000	
Social Programs	75,878	90,000	90,000	
Coffee Station	0	0	15,000	
Restaurant Expenses	0	0	0	
Deficit Funding F&B Operat	0	0	0	
Other / Capital Expenses	0	75,000	75,000	
TOTAL EXPENDITURES	**$ 1,450,642**	**$ 1,691,313**	**$ 1,864,553**	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2018
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
Interest Income	92,858	200	200	Projected Interest
Net NAV Collection 2018-1	1,780,524	2,098,851	2,098,851	Maximum Net Debt Service Collection
Net Collection 2018-2 (Taxable & Tax-Exempt)	126,136	84,748	84,748	Estimate - Collected from Developer / Home Builder
Net NAV Collection 2018-3	741,514	811,861	811,861	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Prepaid Bond Collections	0	0	0	
Total Revenues	**$ 2,741,031**	**$ 2,995,660**	**$ 2,995,660**	
EXPENDITURES				
Principal Payments 2018-1	520,000	545,000	580,000	Principal Payment Due In 2026
Principal Payments 2018-2 Taxable	0	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-2 TE	0	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-3	185,000	200,000	210,000	Principal Payment Due In 2026
Interest Payments 2018-1	1,595,000	1,551,413	1,520,475	Interest Payments Due In 2026
Interest Payments 2018-2 Taxable	70,705	71,000	71,000	Estimated Interest Payments Due In 2026
Interest Payments 2018-2 TE	13,748	13,748	13,748	Estimated Interest Payments Due In 2026
Interest Payments 2018-3	626,463	610,075	598,288	Interest Payments Due In 2026
Bond Redemptions	0	4,425	2,150	Estimated Excess Debt Collections
Total Expenditures	**$ 3,010,915**	**$ 2,995,660**	**$ 2,995,660**	
Excess/ (Shortfall)	**$ (269,884)**	**$ -**	**$ -**	

Series 2018-1 Bond Information

Original Par Amount =	$31,500,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.50%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049		

Series 2018-2 Taxable Bond Information

Original Par Amount =	$18,445,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	7.90%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	NOTE: These Bonds are paid off as lot are sold to Home Builders	

Series 2018-2 Tax Exempt (TE) Bond Information

Original Par Amount =	$4,700,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.85%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	NOTE: These Bonds are paid off as lot are sold to Home Builders	

Series 2018-3 Bond Information

Original Par Amount =	$11,565,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.75%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2019

AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
Interest Income	67,918	200	200	Projected Interest
Net NAV Tax Collection	1,317,578	1,078,335	1,078,335	Maximum Net Debt Service Collection
Net NAV Tax Collection B	538,531	200,000	110,300	Estimate - Collected from Developer / Home Builder
Landowner Contribution	0	0	0	
Prepaid Bonds	385,457	0	0	
Total Revenues	**$ 2,309,484**	**$ 1,278,535**	**$ 1,188,835**	
EXPENDITURES				
Principal Payments	305,000	255,000	270,000	Principal Payments Due In 2026
Principal Payments B	1,360,000	0	0	
Interest Payments	832,790	810,740	794,360	Interest Payments Due In 2026
Interest Payments B	203,961	200,000	110,300	Estimated Interest Payments Due in 2026
Bond Redemptions	0	12,795	14,175	Estimated Excess Debt Collections
Total Expenditures	**$ 2,701,751**	**$ 1,278,535**	**$ 1,188,835**	
Excess/ (Shortfall)	**$ (392,267)**	**$ -**	**$ -**	

Series 2019 Bond Information

Original Par Amount =	$15,700,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.60%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2019		
Maturity Date =	May 2050		

Series 2019 B Taxable Bond Information

Original Par Amount =	$2,200,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	6.875%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2019		
Maturity Date =	May 2029		

Series 2019 B Tax Exempt (TE) Bond Information

Original Par Amount =	$4,300,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.250%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2019		
Maturity Date =	May 2029		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2020

AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
Interest Income	127,954	0	0	Projected Interest
Impact Fees	10,297,527	6,484,553	0	Paid As Impact Fee Credits Are Earned
Total Revenues	**$ 10,425,480**	**$ 6,484,553**	**$ -**	
EXPENDITURES				
Impact Fee Principal Payments	7,924,000	5,622,000	0	Bond Expected to be Paid in Full in 2025
Impact Fee Interest Payments	795,791	862,553	0	Bond Expected to be Paid in Full in 2025
Total Expenditures	**$ 8,719,791**	**$ 6,484,553**	**$ -**	
Excess/ (Shortfall)	**$ 1,705,689**	**$ -**	**$ -**	

Series 2020 Bond Information

Original Par Amount =	$22,600,000	Annual Principal Payments Due =	Paid as Impact Fee Credits Are Earned
Interest Rate =	4.75%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	July 2020		
Maturity Date =	November 2050		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2021
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
Interest Income	226,018	200	1,100	Projected Interest
Net NAV Collection 2021 A-1 & A-2	5,960,583	3,999,654	3,870,610	Maximum Net Debt Service Collection
Net Collection 2021 B	8,942,157	850,500	460,000	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	0	
Total Revenues	**$ 15,128,758**	**$ 4,850,354**	**$ 4,331,710**	
EXPENDITURES				
Principal Payments 2021 A-1	2,740,000	605,000	560,000	Principal Payment Due In 2026
Principal Payments 2021 A-2	595,000	625,000	660,000	Principal Payment Due In 2026
Principal Payments 2021 B	8,095,000	0	0	Bonds Paid off as lots sold to Homebuilder
Interest Payments 2021 A-1	863,479	829,354	747,328	Interest Payments Due In 2026
Interest Payments 2021 A-2	1,983,631	1,938,916	1,904,194	Interest Payments Due In 2026
Interest Payments 2021 B	939,813	850,500	460,000	Estimated Interest Payments Due In 2026
Bond Redemptions	0	1,585	188	Estimated Excess Debt Collections
Total Expenditures	**$ 15,216,923**	**$ 4,850,354**	**$ 4,331,710**	
Excess/ (Shortfall)	**$ (88,164)**	**$ -**	**$ -**	

Series 2021 A-1 Bond Information

Original Par Amount =	$27,305,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.299%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2052		

Series 2021 A-2 Bond Information

Original Par Amount =	$39,305,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2052		

Series 2021 B Bond Information

Original Par Amount =	$29,160,000	Annual Principal Payments Due =	N/A
Interest Rate =	5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2041		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2023
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
Interest Income	791,994	200	45,000	Projected Interest
Net NAV Collection 2023	15,944,548	5,445,825	4,337,887	Maximum Net Debt Service Collection
Net NAV Collection 2023 TC	0	1,137,931	918,750	Interest Only until FY 2027/2028
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	0	
Total Revenues	**$ 16,736,542**	**$ 6,583,956**	**$ 5,301,637**	
EXPENDITURES				
Principal Payments 2023	15,405,000	1,140,000	950,000	Principal Payment Due In 2026
Principal Payments 2023 TC	0	0	0	Principal Payment Due In 2026
Interest Payments 2023	4,332,891	4,305,413	3,432,556	Interest Payments Due In 2026
Interest Payments 2023 TC	806,458	918,750	918,750	Interest Payments Due In 2026
Bond Redemptions	0	219,794	331	Estimated Excess Debt Collections
Total Expenditures	**$ 20,544,349**	**$ 6,583,956**	**$ 5,301,637**	
Excess/ (Shortfall)	**$ (3,807,807)**	**$ -**	**$ -**	

Series 2023 Bond Information

Original Par Amount =	$79,750,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.537%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	January 2023		
Maturity Date =	May 2054		

Series 2023 Town Center Bond Information

Original Par Amount =	$15,000,000	Annual Principal Payments Due =	May 1st
Interest Rate =	6.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2023		
Maturity Date =	May 2054		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2024
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
Interest Income	25,928	200	200	Projected Interest
Net NAV Collection 2024 A	0	87,225	215,763	Maximum Net Debt Service Collection
Net NAV Collection 2024 B	0	0	586,563	Net Interest Only Debt Service until FY 2028/2029
Landowner Contribution	0	0	0	
Capitalized Interest	0	673,788	0	
Total Revenues	**$ 25,928**	**$ 761,213**	**$ 802,526**	
EXPENDITURES				
Principal Payments 2024 A	0		40,000	Principal Payment Due In 2026
Principal Payments 2024 B	0	0	0	Principal Payment Due In 2026
Interest Payments 2024 A	0	174,450	173,475	Interest Payments Due In 2026
Interest Payments 2024 B	0	586,563	586,563	Interest Payments Due In 2026
Bond Redemptions	0	200	2,488	Estimated Excess Debt Collections
Total Expenditures	**$ -**	**$ 761,213**	**$ 802,526**	
Excess/ (Shortfall)	**$ 25,928**	**$ -**	**$ -**	

Series 2024 A Bond Information

Original Par Amount =	$3,000,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.815%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2024		
Maturity Date =	May 2055		

Series 2024 B Bond Information

Original Par Amount =	$9,385,000	Annual Principal Payments Due =	May 1st
Interest Rate =	6.250%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2024		
Maturity Date =	May 2055		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2025
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
Interest Income	0	0	0	Projected Interest
Net NAV Collection 2025 A	0	0	231,350	Maximum Net Debt Service Collection *EST
Net NAV Collection 2025 B	0	0	0	Maximum Net Debt Service Collection *EST
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	1,366,300	
Total Revenues	**$ -**	**$ -**	**$ 1,597,650**	
EXPENDITURES				
Principal Payments 2025 A	0	0	0	Principal Payment Due In 2026 *EST
Principal Payments 2025 B	0	0	0	Principal Payment Due In 2026 *EST
Interest Payments 2025 A	0	0	462,700	Interest Payments Due In 2026 *EST
Interest Payments 2025 B	0	0	1,134,950	Interest Payments Due In 2026 *EST
Bond Redemptions	0	0	0	Estimated Excess Debt Collections
Total Expenditures	**$ -**	**$ -**	**$ 1,597,650**	
Excess/ (Shortfall)	**$ -**	**$ -**	**$ -**	

Series 2025 A Bond Information *EST

Original Par Amount =	$6,610,000	Annual Principal Payments Due =	May 1st
Interest Rate =	7.000%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =			
Maturity Date =			

Series 2025 B Bond Information *EST

Original Par Amount =	$15,345,000	Annual Principal Payments Due =	May 1st
Interest Rate =	7.500%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =			
Maturity Date =			

Avenir Community Development District
Assessment Comparison (Parcels A-1 - A-5)

	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Gross Assessment	**Fiscal Year 2025/2026 Projected Gross Assessment**
O&M Assessment For Parcel A-1 - Watermark	$ 962.47	$ 843.90	$ 1,085.45	**$1,502.09**
Clubhouse Operation Assessment For Parcel A-1	$ 1,370.47	$ 1,486.98	$ 1,481.82	**$ 1,481.16**
Debt (2018-1) Assessment For Parcel A-1	$ 2,077.13	$ 2,077.13	$ 2,077.13	**$ 2,077.13**
Debt (2018-3 Clubhouse) Assessment For Parcel A-1	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,152.07**	**$ 5,150.01**	**$ 5,386.40**	**$ 5,802.38**
O&M Assessment For Parcel A-2 - LaTerre	$ 962.47	$ 843.90	$ 1,085.45	**$ 1,502.09**
Clubhouse Operation Assessment For Parcel A-2	$ 1,370.47	$ 1,486.98	$ 1,481.82	**$ 1,481.16**
Debt (2018-1) Assessment For Parcel A-2	$ 1,982.71	$ 1,982.71	$ 1,982.71	**$ 1,982.71**
Debt (2018-3 Clubhouse) Assessment For Parcel A-2	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,057.65**	**$ 5,055.59**	**$ 5,291.98**	**$ 5,707.96**
O&M Assessment For Parcel A-3 - Windgate	$ 962.47	$ 843.90	$ 1,085.45	**$ 1,502.09**
Clubhouse Operation Assessment For Parcel A-3	$ 1,370.47	$ 1,486.98	$ 1,481.82	**$ 1,481.16**
Debt (2018-1) Assessment For Parcel A-3	$ 1,888.30	$ 1,888.30	$ 1,888.30	**$ 1,888.30**
Debt (2018-3 Clubhouse) Assessment For Parcel A-3	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 4,963.24**	**$ 4,961.18**	**$ 5,197.57**	**$ 5,613.55**
O&M Assessment For Parcel A-4 - Coral Isles	$ 962.47	$ 843.90	$ 1,085.45	**$ 1,502.09**
Clubhouse Operation Assessment For Parcel A-4	$ 1,370.47	$ 1,486.98	$ 1,481.82	**$ 1,481.16**
Debt (2018-1) Assessment For Parcel A-4	$ 2,171.54	$ 2,171.54	$ 2,171.54	**$ 2,171.54**
Debt (2018-3 Clubhouse) Assessment For Parcel A-4	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,246.48**	**$ 5,244.42**	**$ 5,480.81**	**$ 5,896.79**
O&M Assessment For Parcel A-5 (50 Foot) - Regency	$ 962.47	$ 843.90	$ 1,085.45	**$ 1,502.09**
Clubhouse Operation Assessment For Parcel A-5 (50 Foot)	$ -	$ -	$ -	**$ -**
Debt (2018-1) Assessment For Parcel A-5 (50 Foot)	$ 1,888.30	$ 1,888.30	$ 1,888.30	**$ 1,888.30**
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (50 Foot)	$ -	$ -	$ -	**$ -**
Total	**$ 2,850.77**	**$ 2,732.20**	**$ 2,973.75**	**$ 3,390.39**
O&M Assessment For Parcel A-5 (60 Foot) - Regency	$ 962.47	$ 843.90	$ 1,085.45	**$ 1,502.09**
Clubhouse Operation Assessment For Parcel A-5 (60 Foot)	$ -	$ -	$ -	**$ -**
Debt (2018-1) Assessment For Parcel A-5 (60 Foot)	$ 1,982.71	$ 1,982.71	$ 1,982.71	**$ 1,982.71**
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (60 Foot)	$ -	$ -	$ -	**$ -**
Total	**$ 2,945.18**	**$ 2,826.61**	**$ 3,068.16**	**$ 3,484.80**
O&M Assessment For S.F. Villas	$ 962.47	$ 843.90	$ 1,085.45	**$ 1,502.09**
Clubhouse Operation Assessment For S.F. Villas	$ 1,370.47	$ 1,486.98	$ 1,481.82	**$ 1,481.16**
Debt (2018-1) Assessment For S.F. Villas	$ 1,063.83	$ 1,063.83	$ 1,063.83	**$ 1,063.83**
Debt (2018-3 Clubhouse) Assessment For S.F. Villas	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 4,138.77**	**$ 4,136.71**	**$ 4,373.10**	**$ 4,789.08**
O&M Assessment For Econ Dev	$ 962.47	$ 843.90	$ 1,085.45	**$ 1,502.09**
Clubhouse Operation Assessment For Econ Dev	$ -	$ -	$ -	**$ -**
Debt (2018-1) Assessment For Econ Dev	$ 2,127.66	$ 2,127.66	$ 2,127.66	**$ 2,127.66**
Debt (2018-3 Clubhouse) Assessment For Econ Dev	$ -	$ -	$ -	**$ -**
Total	**$ 3,090.13**	**$ 2,971.56**	**$ 3,213.11**	**$ 3,629.75**
O&M Assessment For Town Center - Total	$ 962.47	$ 843.90	$ 94,347.31	**$ 130,561.66**
Debt (2018-1) Assessment For Town Center - Total	$ 2,127.66	$ 2,127.66	$ 112,765.96	**$ 112,765.96**
Debt (2023 Towncenter) Assessment For Town Center - Total	$ -	$ -	$ 1,210,565.00	**$ 1,210,565.00**
Total	**$ 3,090.13**	**$ 2,971.56**	$ 1,417,678.27	**$ 1,453,892.62**

* Assessments Include the Following :
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Lot Count Information

First Phase		Second Phase		Third Phase	
Parcel A-1	98	Parcel A-6	245	Parcel A-10	230
Parcel A-2	92	Parcel A-7	47	Parcel A-11	137
Parcel A-3	119	Parcel A-8	98	Parcel A-12	139
Parcel A-4	107	Parcel A-9	118	Parcel A-13/14 125'	55
Parcel A-5	267	Total Second Phase	508	Parcel A-13/14 175'	24
Parcel A-5	202			Parcel A-15 50'	356
SF Villas	250			Parcel A-15 62'	206
First Phase Residential	1,135			Parcel A-16 50'	296
				Parcel A-16 60'	193
				Parcel A-16 75'	2
Econ Dev (50 Acres)	0			Parcel A-17	161
Town Center (41.134 Acres)	86.92			Parcel A-18	104
First Phase Non-Residential	86.92			Parcel A-19	131
				Parcel A-20 55'	75
Total First Phase	1,222			Parcel A-20 65'	69
				Parcel A-21	204
				Third Phase Residential	2,382
				Golf Course	356.81
				Charter School	11.91
				Comm Parcel "D"	159.80
				Comm Parcel "H"	18.75
				Comm Parcel "J"	35.67
				Third Phase Non-Residential	583
				Total Third Phase	2,965

O&M Calculations

TOTAL UNITS	
Phase 1	1,222
Phase 2	508
Phase 3	2,965
Total Units	4,695

TOTAL RESIDENTIAL UNITS	
Phase 1	1,135
Phase 2	508
Phase 3	2,382
Total Units	4,025

TOTALCLUBHOUSE UNITS	
Phase 1	666
Phase 2	508
Total Units	1,174

Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
$7,052,101 / 4,695	$1,502.09

Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
$1,738,886 / 1,174	$1,481.16

Note: Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receives No Special Benefit

Avenir Community Development District
Assessment Comparison (Parcels A-6 - A-9)

	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Gross Assessment	**Fiscal Year 2025/2026 Projected Gross Assessment**
O&M Assessment For Parcel A-6 - Pulte	$ 962.47	$ 843.90	$ 1,085.45	**$ 1,502.09**
Clubhouse Operation Assessment For Parcel A-6	$ 1,370.47	$ 1,486.98	$ 1,481.82	**$ 1,481.16**
Debt (2019) Assessment For Parcel A-6	$ 2,322.00	$ 2,322.00	$ 2,322.00	**$ 2,322.00**
Debt (2018-3 Clubhouse) Assessment For Parcel A-6	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,396.94**	**$ 5,394.88**	**$ 5,631.27**	**$ 6,047.25**
O&M Assessment For Parcel A-7 - Pulte	$ 962.47	$ 843.90	$ 1,085.45	**$ 1,502.09**
Clubhouse Operation Assessment For Parcel A-7	$ 1,370.47	$ 1,486.98	$ 1,481.82	**$ 1,481.16**
Debt (2019) Assessment For Parcel A-7	$ 2,554.00	$ 2,554.00	$ 2,554.00	**$ 2,554.00**
Debt (2018-3 Clubhouse) Assessment For Parcel A-7	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,628.94**	**$ 5,626.88**	**$ 5,863.27**	**$ 6,279.25**
O&M Assessment For Parcel A-8 - Pulte	$ 962.47	$ 843.90	$ 1,085.45	**$ 1,502.09**
Clubhouse Operation Assessment For Parcel A-8	$ 1,370.47	$ 1,486.98	$ 1,481.82	**$ 1,481.16**
Debt (2019) Assessment For Parcel A-8	$ 2,554.00	$ 2,554.00	$ 2,554.00	**$ 2,554.00**
Debt (2018-3 Clubhouse) Assessment For Parcel A-8	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,628.94**	**$ 5,626.88**	**$ 5,863.27**	**$ 6,279.25**
O&M Assessment For Parcel A-9 - Solana	$ 962.47	$ 843.90	$ 1,085.45	**$ 1,502.09**
Clubhouse Operation Assessment For Parcel A-9	$ 1,370.47	$ 1,486.98	$ 1,481.82	**$ 1,481.16**
Debt (2019) Assessment For Parcel A-9	$ 1,983.00	$ 1,697.31	$ 1,697.31	**$ 1,697.31**
Debt (2018-3 Clubhouse) Assessment For Parcel A-9	$ 742.00	$ 742.00	$ 742.00	**$ 742.00**
Total	**$ 5,057.94**	**$ 4,770.19**	**$ 5,006.58**	**$ 5,422.56**

* Assessments Include the Following :
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Lot Count Information

First Phase		Second Phase		Third Phase	
Parcel A-1	98	Parcel A-6	245	Parcel A-10	230
Parcel A-2	92	Parcel A-7	47	Parcel A-11	137
Parcel A-3	119	Parcel A-8	98	Parcel A-12	139
Parcel A-4	107	Parcel A-9	118	Parcel A-13/14 125'	55
Parcel A-5	267	Total Second Phase	508	Parcel A-13/14 175'	24
Parcel A-5	202			Parcel A-15 50'	356
SF Villas	250			Parcel A-15 62'	206
First Phase Residential	1,135			Parcel A-16 50'	296
				Parcel A-16 60'	193
				Parcel A-16 75'	2
Econ Dev (50 Acres)	0			Parcel A-17	161
Town Center (41.134 Acres)	86.92			Parcel A-18	104
First Phase Non-Residential	86.92			Parcel A-19	131
				Parcel A-20 55'	75
Total First Phase	1,222			Parcel A-20 65'	69
				Parcel A-21	204
				Third Phase Residential	2,382
				Golf Course	356.81
				Charter School	11.91
				Comm Parcel "D"	159.80
				Comm Parcel "H"	18.75
				Comm Parcel "J"	35.67
				Third Phase Non-Residential	583
				Total Third Phase	2,965

O&M Calculations

TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1	1,222		
Phase 2	508	$7,052,101 / 4,695	$1,502.09
Phase 3	2,965		
Total Units	4,695		
TOTAL RESIDENTIAL UNITS			
Phase 1	1,135		
Phase 2	508		
Phase 3	2,382		
Total Units	4,025		
TOTALCLUBHOUSE UNITS		Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1	666		
Phase 2	508	$1,738,886 / 1,174	$1,481.16
Total Units	1,174		

Note: Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receives No Special Benefit

Avenir Community Development District
Assessment Comparison (Parcels A-10 - A-21)

	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Gross Assessment	**Fiscal Year 2025/2026 Projected Gross Assessment**
O&M Assessment For Parcel A-10	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2021) Assessment For Parcel A-10	$ 2,845.00	$ 2,845.00	$ 2,845.00	**$ 2,845.00**
Total	**$ 2,845.00**	**$ 3,688.90**	**$ 3,930.45**	**$ 4,347.09**
O&M Assessment For Parcel A-11	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2021) Assessment For Parcel A-11	$ 3,176.00	$ 3,176.00	$ 3,176.00	**$ 3,176.00**
Total	**$ 3,176.00**	**$ 4,019.90**	**$ 4,261.45**	**$ 4,678.09**
O&M Assessment For Parcel A-12 - Panther National	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2021) Assessment For Parcel A-12	$ 5,102.00	$ 5,102.00	$ 5,102.00	**$ 5,102.00**
Total	**$ 5,102.00**	**$ 5,945.90**	**$ 6,187.45**	**$ 6,604.09**
O&M Assessment For Parcel A-13/14 125' - Panther National	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2021) Assessment For Parcel A-13/14 125'	$ 6,259.00	$ 6,259.00	$ 6,259.00	**$ 6,259.00**
Total	**$ 6,259.00**	**$ 7,102.90**	**$ 7,344.45**	**$ 7,761.09**
O&M Assessment For Parcel A-13/14 175' - Panther National	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2021) Assessment For Parcel A-13/14 175'	$ 7,911.00	$ 7,911.00	$ 7,911.00	**$ 7,911.00**
Total	**$ 7,911.00**	**$ 8,754.90**	**$ 8,996.45**	**$ 9,413.09**
O&M Assessment For Parcel A-15 50'	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2021) Assessment For Parcel A-15 50'	$ 1,889.00	$ 1,889.00	$ 1,889.00	**$ 1,889.00**
Total	**$ 1,889.00**	**$ 2,732.90**	**$ 2,974.45**	**$ 3,391.09**
O&M Assessment For Parcel A-15 62'	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2021) Assessment For Parcel A-15 62'	$ 1,983.00	$ 1,983.00	$ 1,983.00	**$ 1,983.00**
Total	**$ 1,983.00**	**$ 2,826.90**	**$ 3,068.45**	**$ 3,485.09**
O&M Assessment For Parcel A-16 50' - Kolter	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2023) Assessment For Parcel A-16 50'	$ -	$ 5,670.00	$ 3,457.00	**$ 3,457.00**
Total	**$ -**	**$ 6,513.90**	**$ 4,542.45**	**$ 4,959.09**
O&M Assessment For Parcel A-16 60' - Kolter	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2023) Assessment For Parcel A-16 60'	$ -	$ 6,805.00	$ 4,149.00	**$ 4,149.00**
Total	**$ -**	**$ 7,648.90**	**$ 5,234.45**	**$ 5,651.09**
O&M Assessment For Parcel A-16 75' - Kolter	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2023) Assessment For Parcel A-16 75'	$ -	$ 7,373.00	$ 5,186.00	**$ 5,186.00**
Total	**$ -**	**$ 8,216.90**	**$ 6,271.45**	**$ 6,688.09**
O&M Assessment For Parcel A-17	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2023) Assessment For Parcel A-17	$ -	$ 7,373.00	$ 7,373.00	**$ 7,373.00**
Total	**$ -**	**$ 8,216.90**	**$ 8,458.45**	**$ 8,875.09**
O&M Assessment For Parcel A-18 - Kenco	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2024 A) Assessment For Parcel A-18	$ 3,176.00	$ 3,176.00	$ 2,208.00	**$ 2,208.00**
Debt (2024 B) Assessment For Parcel A-18	$ -	$ -	$ -	**$ -**
Debt (2021 A-2 only) Assessment for Parcel A-18	$ -	$ -	$ -	**$ 2,038.46**
Total	**$ 3,176.00**	**$ 4,019.90**	**$ 3,293.45**	**$ 5,748.55**
O&M Assessment For Parcel A-19	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2023) Assessment For Parcel A-19	$ -	$ 7,373.00	$ 7,373.00	**$ 7,373.00**
Total	**$ -**	**$ 8,216.90**	**$ 8,458.45**	**$ 8,875.09**
O&M Assessment For Parcel A-20 55' - Kolter	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2021) Assessment For Parcel A-20 55'	$ 1,935.00	$ 1,935.00	$ 1,935.00	**$ 1,935.00**
Total	**$ 1,935.00**	**$ 2,778.90**	**$ 3,020.45**	**$ 3,437.09**
O&M Assessment For Parcel A-20 65' - Kolter	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2021) Assessment For Parcel A-20 65'	$ 2,030.00	$ 2,030.00	$ 2,030.00	**$ 2,030.00**
Total	**$ 2,030.00**	**$ 2,873.90**	**$ 3,115.45**	**$ 3,532.09**
O&M Assessment For Parcel A-21	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2021) Assessment For Parcel A-21	$ 3,176.00	$ 3,176.00	$ 3,176.00	**$ 3,176.00**
Total	**$ 3,176.00**	**$ 4,019.90**	**$ 4,261.45**	**$ 4,678.09**
O&M Assessment For Golf Course	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2021) Assessment For Golf Course per Acre	$ 295.00	$ 295.00	$ 295.00	**$ 295.00**
Total	**$ 295.00**	**$ 1,138.90**	**$ 1,380.45**	**$ 1,797.09**
O&M Assessment For Charter School	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2021) Assessment For Charter School per Acre	$ 2,247.00	$ 2,247.00	$ 2,247.00	**$ 2,247.00**
Total	**$ 2,247.00**	**$ 3,090.90**	**$ 3,332.45**	**$ 3,749.09**
O&M Assessment For Commercial Parcel "D"	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2023) Assessment For Commercial Parcel "D"	$ -	$ 1,481.00	$ 7,044.00	**$ 7,044.00**
Total	**$ -**	**$ 2,324.90**	**$ 8,129.45**	**$ 8,546.09**
O&M Assessment For Commercial Parcel "H"	$ -	$ 843.90	$ 1,085.45	**$ 1,502.09**
Debt (2023) Assessment For Commercial Parcel "H"	$ -	$ 1,481.00	$ 1,481.00	**$ 1,481.00**
Total	**$ -**	**$ 2,324.90**	**$ 2,566.45**	**$ 2,983.09**
O&M Assessment For Commercial Parcel "J"	$ -	$ 1,002.99	$ 1,085.45	**$ 1,502.09**
Debt (2023) Assessment For Commercial Parcel "J"	$ -	$ 7,044.00	$ 7,044.00	**$ 7,044.00**
Total	**$ -**	**$ 8,046.99**	**$ 8,129.45**	**$ 8,546.09**

* Assessments Include the Following :
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Lot Count Information

First Phase		Second Phase		Third Phase	
Parcel A-1	98	Parcel A-6	245	Parcel A-10	230
Parcel A-2	92	Parcel A-7	47	Parcel A-11	137
Parcel A-3	119	Parcel A-8	98	Parcel A-12	139
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Total First Phase	1,222			Parcel A-20 65'	69
				Parcel A-21	204
				Third Phase Residential	2,382
				Golf Course	356.81
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				Comm Parcel "D"	159.80
				Comm Parcel "H"	18.75
				Comm Parcel "J"	35.67
				Third Phase Non-Residential	583
				Total Third Phase	2,965

O&M Calculations

TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1	1,222		
Phase 2	508	$7,052,101 / 4,695	$1,502.09
Phase 3	2,965		
Total Units	4,695		
TOTAL RESIDENTIAL UNITS			
Phase 1	1,135		
Phase 2	508		
Phase 3	2,382		
Total Units	4,025		

flock safety

Property License Agreement

The AVENIR COMMUNITY DEVELOPMENT DISTRICT (the "District"), the owner/agent of the right-of-way (next to roadway) of the north and southbound lanes of Avenir Drive, south of Coral Isles Circle, Palm Beach Gardens, FL 33418 (PCN# 52414214110020000 & 52414214120020000) ("Property") represents and warrants that the District has the authority to enter into this Property License Agreement ("Agreement") and hereby grants Flock Group Inc. ("Flock Safety") a license to install and maintain ("Services") a camera or cameras ("Flock Hardware") on the Property on behalf of The City of Palm Beach Gardens Police Department (the "City").

The District understands and acknowledges that Flock Hardware is the sole property of Flock Safety and, by signing this Agreement, represents and warrants that the District shall not tamper with or attempt to gain access to Flock Hardware nor interfere with Services.

Further, except for the District's own gross negligence or willful misconduct, Flock Safety shall indemnify the District and hold the District harmless from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person resulting from Flock Hardware or Services, (B) damage to the Property resulting from Flock Hardware or providing Services during the ordinary course of business, and (C) any other loss or cost resulting from the performance of any work required by Flock Safety related to Flock Hardware, Services or payments by Customer to Flock Safety for work rendered.

the District understands that the Services provided by Flock Safety to the City are provided at no cost whatsoever to the District, and that this Agreement is revocable by the District at any time, provided that the District (1) issues Flock Safety thirty (30) days written notice via email to support@flocksafety.com, and (2) allows Flock Safety to enter the Property and safely remove all Flock Hardware from the Property without interference.

Signed,

Virginia Cepero, Chairperson
Avenir Community Development District Board of Supervisors
2501A Burns Road
Palm Beach Gardens, FL 33410
561-630-4922
Dated: August ____, 2024

Customer to add: Flock Location Site Reference: Sites F#018 & F#034

Docusign Envelope ID: C6FA8B38-B6F2-49C9-8AD8-1DA0E8963049

flock safety

Property License Agreement

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Signed,

Virginia Cepero, Chairperson
Avenir Community Development District
Board of Supervisors
2501A Burns Road
Palm Beach Gardens, FL 33410
561-630-4922

By:

Date: August ___, 2024

Mark Smith
General Counsel, Flock Safety
Mark.Smith@FlockSafety.com

By: DocuSigned by: Mark Smith AC5C931454C24F3...

Date: 8/14/2024

Customer to add: Flock Location Site Reference: Sites F#018 & F#034

CHANGE ORDER NO. 2

Date of Issuance:	July 14, 2026	Effective Date:	July 14, 2026
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**H AND J CONTRACTING, INC.** 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	N/A
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202040
Project:	**COCONUT BOULEVAR EXTENSION**	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:

- Revise change link fence from galvanize to black vinyl = $74,762.81
- Plan revisions north culvert and culdesac drainage conflict = $74,156.00

TOTAL CHANGE ORDER = **$148,918.81**

Attachments:

- Exhibit "A" – Revised full project schedule of values provided by H AND J Contracting, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **$18,441,009.67**	Original Contract Times: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 0 to No. 1: **$306,949.14**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None

Owner_____ Contractor_____

Contract Price prior to this Change Order: **$18,747,958.81**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ of this Change Order **$148,918.81**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$18,896,877.62**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 7/14/2026	By: _____ Avenir Community Development District By:_____ Date: _____	By: _____ H and J Contracting, Inc. By:_____ Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT “A”

Owner_____ Contractor_____

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:**	Carlos Ballbe
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Coconut Blvd Fence CO	**Bid Number:**	CO
Project Location:	Coconut Blvd	**Bid Date:**	05/27/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Material Cost Difference (Standard Galvanized Switched To FDOT Black Fence)	1.00	LS	$74,762.81	$74,762.81

Total Bid Price: $74,762.81

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

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:**	Tanya McConnell
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Email:**	tmcconnell@avenirpbg.com
Project Name:	Coconut Boulevard Extension-Plan Revision No. 4 - REV 1	**Bid Number:**	
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	**Bid Date:**	7/14/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	MOBILIZATION	1.00	EACH	$3,850.00	$3,850.00
105	Testing	1.00	EACH	$3,250.00	$3,250.00
110	SURVEY STAKING & AS-BUILT SURVEY	1.00	EACH	$3,200.00	$3,200.00
115	Regrade Area	1.00	LS	$2,850.00	$2,850.00
120	PIPE CULV OPT MATL ROUND 24" S/CD	148.00	LF	$102.00	$15,096.00
125	24" Mitered End Section (Side Drain)	2.00	EACH	$5,220.00	$10,440.00
130	Remove Pipe And Structures	1.00	LS	$6,260.00	$6,260.00
135	Furnish New Precast Structure Bases / Risers (S-01 & S-01A)	2.00	LF	$2,375.00	$4,750.00
140	Reinstall Pipe & Structures	1.00	LS	$14,610.00	$14,610.00
200	Remove Type 3 Top Section , Sawcut Base Section & Reinstall Type 3 Top To Revised Elevation, Repair Roadway	1.00	LS	$9,850.00	$9,850.00

Total Bid Price: $74,156.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Ryan Till
260-224-3455 RTill@hjcontracting.com

CHANGE ORDER NO. 23

Date of Issuance:	September 2, 2026	Effective Date:	September 2, 2026
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**H AND J CONTRACTING, INC.** 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	200039
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202037
Project:	**AVENIR PHASE TWO EARTHWORK**	Contract Name:	Construction Contract (Earthwork Operations)

The Contract is modified as follows upon execution of this Change Order:

Description:

Miscellaneous grading	$28,240.00
Lake slopes regrading	$7,720.00
NPDES Silt fence replacement	$35,819.50
Remove excess fill	$145,432.50
TOTAL =	$217,212.00

Attachments:

- Exhibit "A" – Change Order by H&J Contracting Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **$20,611,390.00**	Original Contract Times: Refer to contract Exhibit "E"

Owner_____ Contractor_____

[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 1 to No. 22: **$16,639,098.29**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None
Contract Price prior to this Change Order: **$37,250,488.29**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ of this Change Order **$217,212.00**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$37,467,700.29**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 09/02/2026	By: _____ Avenir Community Development District By: Virginia Cepero Chairperson Date: _____	By: _____ H and J Contracting, Inc. Name:_____ Title:_____ Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT “A”

Owner_____ Contractor_____

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:**	Carlos Ballbe
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir T&M Change Order 03.03.2026 - 05.05.2026	**Bid Number:**	CO
Project Location:	Avenir	**Bid Date:**	05/27/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Sum Of Mobilizations	1.00	LS	$1,800.00	$1,800.00
	03.03.2026	Skidsteer + 2 Laborers (Cleaning Trash Around Bldg #6)	5.00	HR	$200.00	$1,000.00
	03.06.2026	Skidsteer + 2 Laborers (Pod 11 Wall Grading For Landscape)	10.00	HR	$200.00	$2,000.00
	03.07.2026	Skidsteer + 2 Laborers (Pod 11 Wall Grading For Landscape)	5.00	HR	$200.00	$1,000.00
	04.11.2026	Loader + Skidsteer + 2 Laborers (PN Blvd Grading For Entry Features)	6.00	HR	$350.00	$2,100.00
	04.13.2026	Loader + Skidsteer + 2 Laborers (PN Blvd Grading Around Entry Features)	10.00	HR	$350.00	$3,500.00
	04.30.2026	Loader + Box Blade Tractor (Pod D Mediums Adding Fill Above The Curb)	10.00	HR	$210.00	$2,100.00
	04.30.2026	Skidsteer + 2 Laborers (Demo Flags Of Sidewalk At Towncenter)	3.00	HR	$200.00	$600.00
	05.01.2026	Loader + Box Blade Tractor + Skidsteer + 2 Laborers (Pod D Mediums Adding Fill)	10.00	HR	$410.00	$4,100.00
	05.02.2026	Box Blade Tractor + Skidsteer + Sweeper + 2 Laborers (Pod D Mediums)	8.00	HR	$330.00	$2,640.00
	05.04.2026	Box Blade Tractor + Skidsteer + Sweeper + 3 Laborers (Pod D Mediums)	10.00	HR	$370.00	$3,700.00
	05.05.2026	Box Blade Tractor + Skidsteer + Sweeper + 3 Laborers (Pod D Mediums)	10.00	HR	$370.00	$3,700.00

Total Bid Price: $28,240.00

Notes:
- Per Kieth and Bryan's Directions

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator:

H & J Contracting, Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Development, LLC	**Contact:**	
Address:	550 Biltmore Way, Suite 1110	**Phone:**	
	Coral Gables, FL 33134	**Email:**	
Project Name:	Avenir POD 21 T&M (07.21.2026-07.24.2026)	**Bid Number:**	Change Order
Project Location:	Avenir POD 21	**Bid Date:**	8/11/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	07.21.2026	Regrading Lake Slopes (1 Dozer)	10.00	HR	$160.00	$1,600.00
	07.22.2026	Regrading Lake Slopes (1 Dozer)	10.00	HR	$160.00	$1,600.00
	07.23.2026	Move Concrete Wash Out Area To New Lot For Keith (1 Loader)	4.00	HR	$180.00	$720.00
	07.23.2026	Regrading Lake Slope Behind Houses (1 Dozer)	10.00	HR	$160.00	$1,600.00
	07.24.2026	Finish Grading Lake Slope (1 Dozer)	10.00	HR	$160.00	$1,600.00
	07.24.2026	Haul Four Loads Of Strippings From POD 21 To Compound (1 Loader)	2.00	HR	$180.00	$360.00
	07.24.2026	Haul Four Loads Of Strippings From POD 21 To Compound (1 Red Truck)	2.00	HR	$120.00	$240.00

Total Bid Price: $7,720.00

Notes:

- Work done Via Keith O'Brien Direction

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Jimmy Rivera
JRivera@hjcontracting.com

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:**	Carlos Ballbe
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Email:**	
Project Name:	Avenir Pod 17 And 19 Silt Fence Perimeter	**Bid Number:**	
Project Location:	Avenir, Palm Beach Gardens	**Bid Date:**	8/5/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Mobilization	1.00	LS	$2,400.00	$2,400.00
	105	D-5 Dozer	50.00	HR	$160.00	$8,000.00
	110	Install New Silt Fence	14,267.00	LF	$1.50	$21,400.50
	115	Remove And Dispose Of Old Silt Fence	1.00	LS	$2,500.00	$2,500.00
	120	Patch And Repair Silt Fence	1,519.00	LF	$1.00	$1,519.00

Total Bid Price: $35,819.50

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Ryan Till
260-224-3455 RTill@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Development, LLC	**Contact:**	Manny Mato
Address:	550 Biltmore Way, Suite 1110	**Phone:**	
	Coral Gables, FL 33134	**Fax:**	
Project Name:	Avenir POD 19 To AG-REV	**Bid Number:**	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	**Bid Date:**	06/03/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Stock Pile Excess Fill	61,467.00	CY	$2.50	$153,667.50
	110	Fill Sent To POD 11 And Coconut From POD 19 And AG	3,294.00	CY	($2.50)	($8,235.00)

Total Bid Price: $145,432.50

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Jeremy Rury

CHANGE ORDER NO. 1

Date of Issuance:	September 2, 2026	Effective Date:	September 2, 2026
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**H AND J CONTRACTING, INC.** 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202036
Project:	**AVENIR POD 21 – PHASE ONE**	Contract Name:	Construction Contract Lift Station Project Roadway

The Contract is modified as follows upon execution of this Change Order:

Description:

Fire access road	$22,100.00
Fire access road	$10,470.00
Miscellaneous loaders and labors	$9,615.00
Construct ADA ramps	$8,000.00
Backfill and grade wall	$35,900.00
Mail kiosk slab and pavers base rock	$17,200.00
TOTAL =	$103,285.00

Attachments:

- Exhibit "A" – Change Order by H&J Contracting Inc.

Owner_____ Contractor_____

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **$253,072.25**	Original Contract Times: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 0 to No. 0: **$0.00**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None
Contract Price prior to this Change Order: **$253,072.25**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ of this Change Order **$103,285.00**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$356,357.25**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 09/02/2026	By: _____ Avenir Community Development District By: Virginia Cepero Chairperson Date: _____	By: _____ H and J Contracting, Inc. Name:_____ Title:_____ Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT “A”

Owner_____ Contractor_____

H & J Contracting, Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Development, LLC	**Contact:**	Carlos Ballbe
Address:	550 Biltmore Way, Suite 1110	**Phone:**	
	Coral Gables, FL 33134	**Email:**	
Project Name:	Avenir Pod 21-Fire Road To Lot 80	**Bid Number:**	Change Order
Project Location:	Avenir, Palm Beach Gardens	**Bid Date:**	8/10/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Mobilization	1.00	LS	$1,100.00	$1,100.00
	105	Build 6" Base Rock Fire Access Road For Keith To Lot 80	1,500.00	SY	$14.00	$21,000.00

Total Bid Price: $22,100.00

Notes:

- Based on client direction.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Ryan Till
260-224-3455 RTill@hjcontracting.com

H & J Contracting, Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Development, LLC	**Contact:**	Carlos Ballbe
Address:	550 Biltmore Way, Suite 1110	**Phone:**	
	Coral Gables, FL 33134	**Fax:**	
Project Name:	Avenir Pod 21-Fire Roads	**Bid Number:**	Change Order
Project Location:	Avenir, Palm Beach Gardens	**Bid Date:**	01/05/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Mobilization	1.00	LS	$1,430.00	$1,430.00
	105	Build Fire Access Road For Keith (615'x14')	1.00	LS	$9,040.00	$9,040.00

Total Bid Price: $10,470.00

Notes:
- Based on client direction.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Ryan Till
RTill@hjcontracting.com

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:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir T&M Items For Keith	**Bid Number:**	Change Order
Project Location:	Palm Beach Gardens	**Bid Date:**	12/22/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
11.12.25	Install 30 LF Of 4" Conduit POD 21	1.00	HR	$1,440.00	$1,440.00
~~11.26.25~~	~~Town Center-Bobcat-Combination-Laborer (10 Hours Each)~~	~~1.00~~	~~LS~~	~~$3,300.00~~	~~$3,300.00~~
~~12.01.25~~	~~Town Center-Bobcat-Combination-Laborer (10 Hours Each)~~	~~1.00~~	~~LS~~	~~$3,300.00~~	~~$3,300.00~~
~~12.02.25~~	~~Town Center-Bobcat-Combination-Laborer (10 Hours Each)-Sweeper (5 Hours)~~	~~1.00~~	~~LS~~	~~$3,675.00~~	~~$3,675.00~~
12.03.25	POD 21-Sweeper-(2) Laborer (5 Hours Each)	1.00	LS	$975.00	$975.00
12.04.25	POD 21-Building 8-Bobcat-Combination-2 Laborers (10 Hours)	1.00	LS	$3,900.00	$3,900.00
12.05.25	POD 21 Loader-(2) Tri-axle Dump Trucks (4 Hours)	1.00	LS	$0.00	$0.00
12.05.25	POD 21-Building 8-Bobcat-Combination-Laborers (10 Hours) Sweeper 4	1.00	LS	$3,300.00	$3,300.00
~~12.15.25~~	~~Town Center Building 7-Bobcat-Combination-Laborers (10 Hours) -Bobcat-Combination-Laborer (10 Hours Each)~~	~~1.00~~	~~LS~~	~~$3,300.00~~	~~$3,300.00~~
~~12.17.25~~	~~Town Center Building 7-Bobcat-Combination-Laborer (3 Hours Each)~~	~~1.00~~	~~LS~~	~~$990.00~~	~~$990.00~~
~~12.18.25~~	~~Town Center Building 7-Bobcat-Laborer (10 Hours Each)~~ Sweeper (5 Hours)	~~1.00~~	~~LS~~	~~$2,375.00~~	~~$2,375.00~~

~~**Total Bid Price:** **$26,555.00**~~

Total Bid Price: $9,615

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **H & J Contracting. Inc.** **Authorized Signature:** _____ **Estimator:** Franz Favre franz.favre@hjcontracting.com

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:**	Carlos Ballbe
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Email:**	
Project Name:	Avenir Pod 21 Add ADA Ramp	**Bid Number:**	
Project Location:	Avenir, Palm Beach Gardens	**Bid Date:**	7/21/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Mobilization	1.00	LS	$1,100.00	$1,100.00
	105	Construction Layout And As-Built Survey	1.00	LS	$750.00	$750.00
	110	Geotechnical Testing	1.00	LS	$650.00	$650.00
	115	Demo Existing	1.00	LS	$2,000.00	$2,000.00
	120	4" Sidewalk With ADA Ramp And Detectable Mat (150 SF +/-)	1.00	LS	$3,500.00	$3,500.00

Total Bid Price: $8,000.00

Notes:

- This proposal is based on plans and specifications prepared by BALLBE & ASSOCIATES entitled AVENIR POD 21 LIFT STATION PROJECT dated 06/24/2025, and subject to the following provisions.
- Does not include the pavers or paver striping.
- Existing drainage structures, utility adjustments, valve boxes, pull boxes, signs, signal equipment, and irrigation modifications are excluded unless specifically noted.
- Includes minor grading necessary to achieve ADA slopes within the immediate work area only.
- Restoration is limited to areas directly disturbed by this work.
- Work is based on existing grades shown on the contract documents. Significant field grade discrepancies may require additional compensation.
- This proposal assumes the existing sidewalk is structurally sound and suitable for connection. Any unforeseen conditions or additional work required to achieve ADA compliance beyond the limits shown shall be performed under a separate change order.
- The prices included herein do not include cost of payment and performance bonds, permits, engineering, or testing.
- Final quantities to be determined by field measurements.
- The prices quoted herein include (1) mobilization(s). Additonal mobilizations will be billed at $1,500.00 ea.
- Assume approximately 150 SF of sidewalk demolition for ADA ramp installation. Actual limits may vary as required to achieve ADA-compliant slopes and transitions. Bid includes up to 180 SF of concrete demolition and replacement. Additional quantities beyond 180 SF will be considered extra work.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Ryan Till
260-224-3455 RTill@hjcontracting.com

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:**	Carlos Ballbe
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Pod 21-Excavate Wall For Keith	**Bid Number:**	
Project Location:	Avenir, Palm Beach Gardens	**Bid Date:**	09/25/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Mobilization	1.00	LS	$3,000.00	$3,000.00
	105	Machine Control Grading	1.00	LS	$2,250.00	$2,250.00
	110	Excavate For Perimeter Wall	1.00	LS	$10,800.00	$10,800.00
	115	Backfill And Grade After Wall Installation	1.00	LS	$9,850.00	$9,850.00

Total Bid Price: $25,900.00

Notes:

- Based on client direction.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Ryan Till
RTill@hjcontracting.com

H & J Contracting, Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Development, LLC	**Contact:**	Carlos Ballbe
Address:	550 Biltmore Way, Suite 1110	**Phone:**	
	Coral Gables, FL 33134	**Email:**	
Project Name:	Avenir Pod 21- Mail Kiosk - REV 1	**Bid Number:**	Change Order
Project Location:	Avenir, Palm Beach Gardens	**Bid Date:**	9/2/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Mobilization	1.00	LS	$850.00	$850.00
	105	Grade And Pour 4" Slab In Mail Kiosk (400 SF +/-)	1.00	LS	$2,850.00	$2,850.00
	110	Subgrade For Pavers	700.00	SY	$3.00	$2,100.00
	115	4" Base Rock For Pavers	700.00	SY	$9.50	$6,650.00
	200	Adjust For Plan Adjustment	1.00	LS	$4,750.00	$4,750.00

Total Bid Price: $17,200.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Ryan Till
260-224-3455 RTill@hjcontracting.com

CHANGE ORDER NO. 2

Date of Issuance:	July 14, 2026	Effective Date:	July 14, 2026
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**H AND J CONTRACTING, INC.** 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	N/A
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202040
Project:	**COCONUT BOULEVAR EXTENSION**	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:

- Revise change link fence from galvanize to black vinyl = $74,762.81
- Plan revisions north culvert and culdesac drainage conflict = $74,156.00

TOTAL CHANGE ORDER = **$148,918.81**

Attachments:

- Exhibit "A" – Revised full project schedule of values provided by H AND J Contracting, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **$18,441,009.67**	Original Contract Times: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 0 to No. 1: **$306,949.14**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None

Owner_____ Contractor_____

CHANGE ORDER NO. 2

Date of Issuance:	July 14, 2026	Effective Date:	July 14, 2026
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**H AND J CONTRACTING, INC.** 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	N/A
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202040
Project:	**COCONUT BOULEVAR EXTENSION**	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:

- Revise change link fence from galvanize to black vinyl = $74,762.81
- Plan revisions north culvert and culdesac drainage conflict = $74,156.00

TOTAL CHANGE ORDER = **$148,918.81**

Attachments:

- Exhibit "A" – Revised full project schedule of values provided by H AND J Contracting, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **$18,441,009.67**	Original Contract Times: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 0 to No. 1: **$306,949.14**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None

Owner_____ Contractor_____

Contract Price prior to this Change Order: **$18,747,958.81**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ of this Change Order **$148,918.81**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$18,896,877.62**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 7/14/2026	By: _____ Avenir Community Development District By:_____ Date: _____	By: _____ H and J Contracting, Inc. By:_____ Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT “A”

Owner_____ Contractor_____

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:**	Carlos Ballbe
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Coconut Blvd Fence CO	**Bid Number:**	CO
Project Location:	Coconut Blvd	**Bid Date:**	05/27/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Material Cost Difference (Standard Galvanized Switched To FDOT Black Fence)	1.00	LS	$74,762.81	$74,762.81

Total Bid Price: $74,762.81

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

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:**	Tanya McConnell
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Email:**	tmcconnell@avenirpbg.com
Project Name:	Coconut Boulevard Extension-Plan Revision No. 4 - REV 1	**Bid Number:**	
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	**Bid Date:**	7/14/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	MOBILIZATION	1.00	EACH	$3,850.00	$3,850.00
105	Testing	1.00	EACH	$3,250.00	$3,250.00
110	SURVEY STAKING & AS-BUILT SURVEY	1.00	EACH	$3,200.00	$3,200.00
115	Regrade Area	1.00	LS	$2,850.00	$2,850.00
120	PIPE CULV OPT MATL ROUND 24" S/CD	148.00	LF	$102.00	$15,096.00
125	24" Mitered End Section (Side Drain)	2.00	EACH	$5,220.00	$10,440.00
130	Remove Pipe And Structures	1.00	LS	$6,260.00	$6,260.00
135	Furnish New Precast Structure Bases / Risers (S-01 & S-01A)	2.00	LF	$2,375.00	$4,750.00
140	Reinstall Pipe & Structures	1.00	LS	$14,610.00	$14,610.00
200	Remove Type 3 Top Section , Sawcut Base Section & Reinstall Type 3 Top To Revised Elevation, Repair Roadway	1.00	LS	$9,850.00	$9,850.00

Total Bid Price: $74,156.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Ryan Till
260-224-3455 RTill@hjcontracting.com

CHANGE ORDER NO. 3

Date of Issuance:	September 2, 2026	Effective Date:	September 2 2026
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**CENTERLINE, INC.** 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	250681
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202303
Project:	**AVENIR POD 11 – PHASE ONE WATER/SEWER/DRAINAGE**	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:

Phase One conduit sleeving	$58,058.22

- Attachments:

  Exhibit "A" – Change Orders by Centerline Inc

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **$1,400,000.00**	Original Contract Times: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 0 to No. 2: **$3,760,200.00**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None
Contract Price prior to this Change Order: **$5,160,200.00**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

Owner_____ Contractor_____

[Increase] ~~[Decrease]~~ of this Change Order **$58,058.22**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$5,218,258.22**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
 By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 09/02/2026	By: _____ Avenir Community Development District Virginia Cepero Chairperson Date: _____	By: _____ Centerline, Inc. Randy Stringer Vice President Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT “A”

Owner_____ Contractor_____

Centerline, Inc.
*2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017*

Date: 3/18/2026
To: Avenir Community Development District
Attn: Carlos Ballbe

Project: ***Avenir Pod 11 Phase 1 Roadway Sleeving Conduits***

(Based on the "Utility Crossing Plan" prepared by Ballbe & Associates, Dated 3/17/2026

NOTES: **1. The following proposal is subject to all original Contract notes & qualifications.**

2. This proposal only includes those sleeving conduits shown on the referenced plan set which cross under the aspahlt or brick paver surfaced roadways. The sleeving conduits shown on the plans which cross sidewalks and pathways are not included.

Item No.	*Size*	*Description*	*Qty*	*U/M*	*Unit Cost*	*Extension*
1		SURVEY LAYOUT & ASBUILTS (PER CROSSING)	18	EA	$ 237.50	$ 4,275.00
2		TRENCHING & BACKFILL	1348	TF	$ 8.38	$ 11,296.24
3	2"	INSTALL FPL CONDUIT W/ END CAPS	1760	LF	$ 7.01	$ 12,337.60
4	2"	F&I PVC CONDUIT W/ END CAPS	274	LF	$ 8.55	$ 2,342.70
5	3"	F&I PVC CONDUIT W/ END CAPS	44	LF	$ 10.49	$ 461.56
6	4"	F&I PVC CONDUIT W/ END CAPS	1962	LF	$ 11.51	$ 22,582.62
7	6"	F&I PVC CONDUIT W/ END CAPS	186	LF	$ 17.71	$ 3,294.06
8		2X4 WOODEN MARKER	52	EA	$ 15.00	$ 780.00
9		BOND PREMIUM ADJUST	1	LS	$ 688.44	$ 688.44
					TOTAL ROADWAY SLEEVING:	**$ 58,058.22**

CHANGE ORDER NO. 4

Date of Issuance:	September 2, 2026	Effective Date:	September 2, 2026
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**CENTERLINE, INC.** 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	220595
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202119
Project:	**AVENIR SPINE ROAD PHASE 5**	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:

Lift Station #13 Pump Upgrade	$86,166.98
Lift Station #14 Pump Upgrade	$76,395.40
Water service for entry features	$19,659.14
Water meter for water main interconnect with PBCWUD	$27,761.05
Total Change Order =	$209,982.57

- Attachments:

  Exhibit "A" – Change Orders by Centerline Inc

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **$5,360,267.92**	Original Contract Times: Refer to contract Exhibit "E"

Owner_____ Contractor_____

[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 0 to No. 3 : **$5,671,597.50**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None
Contract Price prior to this Change Order: **$11,031,835.42**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ of this Change Order **$209,982.57**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$11,241,817.99**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 49/02/2026	By: _____ Avenir Community Development District Virginia Cepero Chairperson Date: _____	By: _____ Centerline, Inc. Randy Stringer Vice President Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT “A”

Owner_____ Contractor_____

Centerline, Inc.

*2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017*

Date: 8/28/2024
To: Avenir Community Development District
Attn: Carlos Ballbe

Project: ***Avenir Spine Road Phase 5***
Upgrade Pumps for Lift Station #13

NOTE: The following proposal is subject to all notes & qualifications listed on the accompanying proposal presented by Xylem Water Solutions USA, Inc., dated 8/19/24.

Item No.	Description	Qty	U/M	Unit Cost	Extension
1	Xylem - 3ea 12HP Flygt Pumps w/ 6ea Heaters and L&E	1	LS	$ 68,205.82	$ 68,205.82
2	Centerline - Start Up Support	1	LS	$ 3,600.00	$ 3,600.00
3	Contractors Fee	1	LS	$ 14,361.16	$ 14,361.16
	Note: Credit for return of original pumps pending receipt of all pumps and subsequent inspection by Xylem				
					$ 86,166.98

FLYGT
a xylem brand

Xylem Water Solutions USA Inc. / Flygt Products
15132 Park of Commerce Blvd. Suite 102
Jupiter, Florida 33478
Phone: 561-848-1200 • Fax: 561-848-1299

Date: August 19, 2024

To: Centerline Utilities

Subject: Seacoast – Avenir Lift Station 13 Pump Change

Quote Number: 2024-WEP-0638

We are pleased to offer the following equipment:

3 EA 4"NP3153/465 12HP 460V 3PH Flygt Pump, FLS, 50' of Motor Cable (includes spare pump)
6 EA Heaters - SQD B28
4 HR Labor to replace pumps
Startup service

Total Price: $68,205.82

Exclusions: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR THIRTY (30) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2010)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.
(Note: Partial billing will be made on partial shipments)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

FLYGT
a xylem brand

Xylem Water Solutions USA Inc. / Flygt Products
15132 Park of Commerce Blvd. Suite 102
Jupiter, Florida 33478
Phone: 561-848-1200 • Fax: 561-848-1299

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: *This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.apx and incorporated herein by reference and made part of the agreement between the parties.*

We thank you for your interest in our equipment and look forward to being of service to you in the near future.

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.

Xylem Water Solutions USA, Inc.

Eric Johnson
Sales Representative
(561) 515-8710
eric.johnson@xyleminc.com

Company Name: Centerline, Inc.
Address: 2180 SW Poma Drive
Palm City, FL 34990
Accepted By:
Print Name: Todd Hamilton, PM
Date: 8/26/24

Centerline, Inc.

*2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017*

Date: 9/25/2025
To: Avenir Community Development District
Attn: Carlos Ballbe

Project: ***Avenir Spine Road Phase 5***
Upgrade Pumps for Lift Station #14

NOTE: The following proposal is subject to all notes & qualifications listed on the accompanying proposal presented by Xylem Water Solutions USA, Inc., dated 6/10/24.

Item No.	Description	Qty	U/M	Unit Cost	Extension
1	Xylem - 3ea 11HP Flygt Pumps w/ L&E	1	LS	$ 61,219.67	$ 61,219.67
2	Pump Down Sewer System	1	LS	$ 1,343.16	$ 1,343.16
3	Centerline - Start Up Support	1	LS	$ 3,600.00	$ 3,600.00
4	Contractors Fee	1	LS	$ 13,232.57	$ 13,232.57
	Note: Credit for return of original pumps pending receipt of all pumps and subsequent inspection by Xylem				
					$ 79,395.40

FLYGT
a xylem brand

Xylem Water Solutions USA Inc. / Flygt Products
15132 Park of Commerce Blvd. Suite 102
Jupiter, Florida 33478
Phone: 561-848-1200 • Fax: 561-848-1299

Date: June 10, 2025

To: Centerline, Inc.

Subject: Seacoast – Avenir Lift Station 14

Quote Number: Pump Change 2025-WEP-0435

We are pleased to offer the following equipment:

3 EA 3"NP3127/249 11HP 460V 3PH Flygt Pump, FLS, 50' of Motor Cable (Includes spare pump)
2 EA Spacer Bock for 4" discharge
5 HR Labor to replace pumps
Startup service

Total Price: $57,707.24

Exclusions: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR THIRTY (30) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2010)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.
(Note: Partial billing will be made on partial shipments)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

FLYGT
a xylem brand

Xylem Water Solutions USA Inc. / Flygt Products
15132 Park of Commerce Blvd. Suite 102
Jupiter, Florida 33478
Phone: 561-848-1200 • Fax: 561-848-1299

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: *This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.apx and incorporated herein by reference and made part of the agreement between the parties.*

We thank you for your interest in our equipment and look forward to being of service to you in the near future.

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.

Xylem Water Solutions USA, Inc.

Giacomino Spera
Sales Representative
(786)-810-9798
giacomino.spera@xylem.com

Company Name: Centerline, Inc.

Address: 2180 SW Poma Drive
Palm City, FL 34990

Accepted By:

Print Name: Todd Hamilton

Date: 6/12/25

Centerline, Inc.
*2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017*

Date: 10/15/2025
To: Balle' & Associates
Attn: Carlos Ballbe'
From: Centerline, Inc.

Project: **Avenir - Panther National Water Service** (Spine Rd 5 Entry Fountains)
{Based on plans by Ballbe' & Associates, Inc. - Dated 08/20/2025 (with no revisions)}.

Proposal - Water Service to Water Features

* Water service will be installed to point of water features, plugged, marked & staked, underground. Water features and connections by others.
* Excludes clearing, grubbing, tree relocation, earthwork, roadways, concrete, landscape &/or other restoration (other then flag of S/W).
* Excludes any tree relocation, tree trimming, landscaping, grassing, sodding &/or tree protection.
* Excludes 3" bore under Panther Nat'l Blvd & S/W's (removed per C.B.). Excludes S/W repair (except the one location identified by item), excludes density testing, sample points, bond & permits.
* Excludes bollards.
* Excludes responsibility for existing utilities that are not properly marked in the field &/or on the plans.

NOTE: The following proposal is subject to all included (above) notes / qualifications & individual item notes

Item No.		Description	Qty	U/M	Unit Cost	Extension
		General Conditions				
1		MOBILIZATION	1	LS	$2,015.23	$ 2,015.23
2		CONSTRUCTION SURVEY (LAYOUT & ASBUILTS)	1	LS	$3,412.50	$ 3,412.50
N/A		DENSITY TESTING	1	LS	BY	OTHERS
3		REPAIR CONCRETE SIDEWALK WEST OF (NORTH) CONNECTION POINT	1	LS	$2,426.40	$ 2,426.40
		Total, General Conditions				**$ 7,854.13**
		Water Service				
4	1"	WATER SERVICE WITH FITTINGS (BACK SIDE OF EXISITNG SUA WS TO FOUNTAINS)	460	LF	$12.88	$5,924.80
N/A	3"	BORE UNDER PANTHER NATIONAL BLVD AND UNDER SIDEWALKS ON EACH SIDE OF P.N. BLVD.	165	LF	BY	OTHERS
N/A		SAMPLE POINTS, IF REQUIRED			N/A	N/A
5	1"	RPZ ASSEMBLY	1	EA	$3,672.21	$3,672.21
6		TEST / FINALIZE WATER SERVICE	460	LF	$4.80	$2,208.00
		Total, Water Service				**$11,805.01**
		Total Cost				**$ 19,659.14**

Centerline, Inc.

*2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017*

Date: 3/31/2026
To: Avenir Community Development District
Attn: Carlos Ballbe

Project: ***Avenir Spine Road Phase 5***
Furnish 8" Omni F2 Meter & Strainer

NOTE: The following proposal covers the cost of furnishing an 8" Omni F2 meter & strainer to be installed withing the Master Metering Assembly. Originally, Palm Beach County Water Utilities was to furnish this meter, for installation by Centerline. The installation labor is already covered in Change Order No. 2.

Item No.	Description	Qty	U/M	Unit Cost	Extension
1	Furnish 8" Omni F2 Meter & Strainer w/ Flange Bolt & Gasket Kits	1	LS	$ 23,134.21	$ 23,134.21
2	Contractors Fee	1	LS	$ 4,626.84	$ 4,626.84
					$ 27,761.05

FERGUSON®
WATERWORKS
1950 NW 18TH STREET
POMPANO BEACH, FL 33069-1394

Please contact with Questions: 954-973-8100

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1402813	$23,134.21	17278	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-POMPANO BEACH, FL WW #125
PO BOX 541079
ATLANTA, GA 30353-4079

MASTER ACCOUNT NUMBER: 104847

CENTERLINE UTILITIES INC
2180 SW POMA DRIVE
PALM CITY, FL 34990

SHIP TO:

CENTERLINE UTILITIES INC
NORTHLAKE BLVD AND AVENIR DR
PALM BEACH GARDENS, FL 33412

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1208	1208	FL2PAB	METER	099	AVENIR SPINE RD 5	03/25/26	IO 134283

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			CUSRT 561-352-7644			
1	1	SF8CXXXXF1GAX	*0923 LF 8 OMNI F2 CFT COMP MTR	21542.540	EA	21542.54
2	2	FNWNBGS61NEF8X	8 316 SS 150# NEOP FF 1/8 FLG PKG	129.300	EA	258.60
			INVOICE SUB-TOTAL			**21801.14**
			TAX	Palm Beach		**1333.07**

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

If paid on or before 04/10/26 you may deduct 436.02

Remit to Change: Please make note of the updated remit to address above

Instead of paying by check, consider going to *Ferguson.com/billpay* to learn about our free, secure, and convenient online payment platform. Here you can find copies of invoices, pay online, and enroll in our new auto-pay solution!

TERMS: **2% 10TH NET 30TH** **ORIGINAL INVOICE** **TOTAL DUE** **$23,134.21**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

CHANGE ORDER NO. 4

Date of Issuance:	September 2, 2026	Effective Date:	September 2, 2026
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**CENTERLINE, INC.** 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	240651
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202036
Project:	**AVENIR POD 21 LIFT STATION PROJECT**	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:

Phase Two conduits sleeving	$71,763.36
Temporary fire access road	$10,679.91
Replace grate inlet #1 pedestrian friendly type	$1,977.08
Lift Station pump tariff assessment reimbursement	$8,340.00
Total Change Order =	$92,760.35

- Attachments:

  Exhibit "A" – Change Orders by Centerline Inc

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **$2,588,760.00**	Original Contract Times: Refer to contract Exhibit "E"

Owner_____ Contractor_____

[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 0 to No. 3: **$3,286,195.98**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None
Contract Price prior to this Change Order: **$5,874,955.98**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ of this Change Order **$92,760.35**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$5,967,716.33**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 9/2/2025	By: _____ Avenir Community Development District Virginia Cepero Chairperson Date: _____	By: _____ Centerline, Inc. Randy Stringer Vice President Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT “A”

Owner_____ Contractor_____

Centerline, Inc.
*2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017*

Date: 7/13/2026
To: Avenir Community Development District
Attn: Carlos Ballbe

Project: ***Avenir Pod 21 Phase 2 Roadway Sleeving Conduits***

(Based on the "Utility Crossings Plan" prepared by Ballbe & Associates, Dated 2/05/2026

NOTES: **1. The following proposal is subject to all original Contract notes & qualifications.**

2. This proposal only includes those sleeving conduits shown on the referenced plan set which cross under the aspahlt or brick paver surfaced roadways. The sleeving conduits shown on the plans which cross sidewalks and pathways are not included.

Item No.	*Size*	*Description*	*Qty*	*U/M*	*Unit Cost*	*Extension*
1		SURVEY LAYOUT & ASBUILTS (PER CROSSING)	24	EA	$ 240.63	$ 5,775.12
2		TRENCHING & BACKFILL	1524	TF	$ 8.38	$ 12,771.12
3	2"	INSTALL FPL CONDUIT W/ END CAPS	869	LF	$ 7.01	$ 6,091.69
4	2"	F&I PVC CONDUIT W/ END CAPS	575	LF	$ 9.45	$ 5,433.75
5	3"	F&I PVC CONDUIT W/ END CAPS	168	LF	$ 10.99	$ 1,846.32
6	4"	F&I PVC CONDUIT W/ END CAPS	2709	LF	$ 11.14	$ 30,178.26
7	6"	F&I PVC CONDUIT W/ END CAPS	155	LF	$ 17.53	$ 2,717.15
8	8"	F&I PVC CONDUIT W/ END CAPS	220	LF	$ 24.45	$ 5,379.00
9		2X4 WOODEN MARKER	48	EA	$ 15.00	$ 720.00
10		BOND PREMIUM ADJUST	1	LS	$ 850.95	$ 850.95
					TOTAL ROADWAY SLEEVING:	**$ 71,763.36**

Centerline, Inc.
*2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017*

Date: 8/26/2026
To: Avenir Community Development District
Attn: Carlos Ballbe

Project: ***Avenir Pod 21 Project - Construct Temporary Access Road***

NOTE: The following proposal is subject to all original Contract notes & qualifications.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
1		Grading Crew	1	DY	$ 2,600.00	$ 2,600.00
2		Base Rock - Delivered	264	TNS	$ 23.58	$ 6,226.37
3		Overhead (10%)	1	LS	$ 882.64	$ 882.64
4		Mark-Up (10%)	1	LS	$ 970.90	$ 970.90
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL:	**$ 10,679.91**

Jorge Sr. Todd

CENTERLINE, INC.

Time & Material Worksheet

2180 SW Poma Drive, Palm City, FL 34990 ~ Phone 561.689.3917 ~ Fax 561.689.0017

SCANNED

JOB NUMBER & NAME	LOCATION ON JOBSITE	DATE
240651 Avenir Pod 21 haul Road	North ~~end~~ west end of Pod 21	8-14-26

EQUIPMENT	HOURS	RATE	$
Pick-Up Truck			
Backhoe			
Loader	5		
Mini-Ex			
Dozer			
Skid Steer			
Compactor			
Laser			
Mixer			
Cut Off Saw			
~~Dump Trucks~~			
Well Point Sys			
Lowboy			
Grader	6		
Vibr. Roller	2		
TOTAL EQUIPMENT			

MANPOWER	HOURS	RATE	$
Wilmar Velasquez	8		
Weslin Ramirez Ortiz	8		
Tomas Velasquez	8		
Carmelino Velasquez	8		
TOTAL LABOR			

MATERIAL USED	COST	$
12 Loads Baserock		
TOTAL MATERIAL		

MATERIAL TICKET NUMBER, SUPPLIER, RENTAL, SUBS	
GRAND TOTAL	

DESCRIPTION OF WORK

4 dump Trucks Delivered 12 Loads of Baserock and crew Built a haul road of access To a single Home at west end of Pod 21 ~~of~~ From emergency access entrance To where They Start The new Home

It is agreed that the hours shown above are correct and the rates, if not agreed to, will be Centerline's standard rates.

Owner Representative Signature

Owner Representative Print Name

INVOICE DATE	INVOICE NUMBER
8/15/26	115140

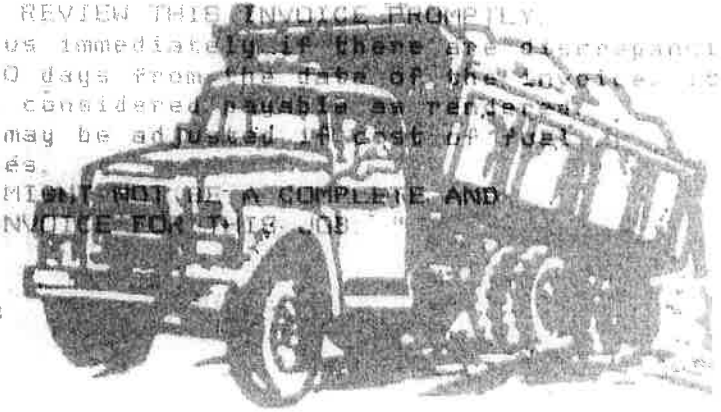
47

FROM

M & O FILL CORPORATION
6570 S.W. 47TH COURT
DAVIE, FL 33314

DADE (305) 949-4148
BROWARD (954) 583-0801
WPB (561) 732-3602
FAX (954) 583-0844

PLEASE, REVIEW THIS INVOICE PROMPTLY.
Notify us immediately if there are discrepancies.
After 10 days from the date of the invoice it
will be considered payable as received.
Prices may be adjusted if cost of fuel
increases.
" THIS MIGHT NOT BE A COMPLETE AND
FINAL INVOICE FOR THIS JOB "



TO

CENTERLINE UTILITIES, INC.
2180 SW POMA DR
PALM CITY, FL 34990

418

INVOICES PRIOR TO THE END OF MONTH, DUE & PAYABLE 10TH OF NEXT MONTH. INTEREST @
1 1/2% MO WILL BE CHARGED ON UNPAID BALANCE & REASONABLE ATTORNEY FEES.

FROM: STAVOLA AGGREGATE @ 18500		JOB NAME: AVENIR ~~WEST REC CLUBHOUSE~~ Pod 21 Access Rd	
TO: AVENIR DR PALM BEACH GARDENS		JOB NUMBER: 1923057 236850-014	
CUSTOMER P.O. NO.	CUSTOMER JOB NO.	TAX EXEMPT NO:	
HAUL TYPE TONS	MATERIAL TYPE FDOT BASE RR CODE 11 NTO Y		

* THIS INVOICE IS FOR MATERIAL ONLY *

DELIVERY DATE	QUANTITY	UNIT PRICE		EXTENDED PRICE
8/14/26	263.57	12.05		3,176.01
	263.57		*SUBTOTAL	3,176.01
		First * 5000.00	6.50 % TAX	206.41
			* TOTAL AMOUNT DUE	3,382.45

RECEIVED
AUG 21 2026
CENTERLINE INC

GL Acct #
Cost Code 700-01
Job 240651 Avenir Pod 21
Approved

ENTERED
AUG 21 2026

PLEASE INCLUDE INVOICE NUMBER ON CHECKS

Austin Tupler Trucking
_Ticket_Listing_By_Invoice_

Invoice#.: 334408
Customer.: CENTERLINE UTILITIES, INC.
From/To..: STAVOLA AGGREGATE @ 18500 / AVENIR DR
Quote#...: 236850 - 014
Bill Type: TONS

Del-Date	I/C#	O/T#	Ticket#	Quantity
8/14/26	2314		84689	23.43
8/14/26	2523		84691	21.43
8/14/26	2522		84692	22.79
8/14/26	2728		84695	23.06
8/14/26	2523		84730	20.64
8/14/26	2522		84731	21.85
8/14/26	2728		84732	21.39
8/14/26	2314		84733	21.75
8/14/26	2522		84753	22.03
8/14/26	2728		84756	22.13
8/14/26	2523		84757	20.83
8/14/26	2314		84759	22.24
			12	263.57

INVOICE DATE	INVOICE NUMBER
8/15/26	334408

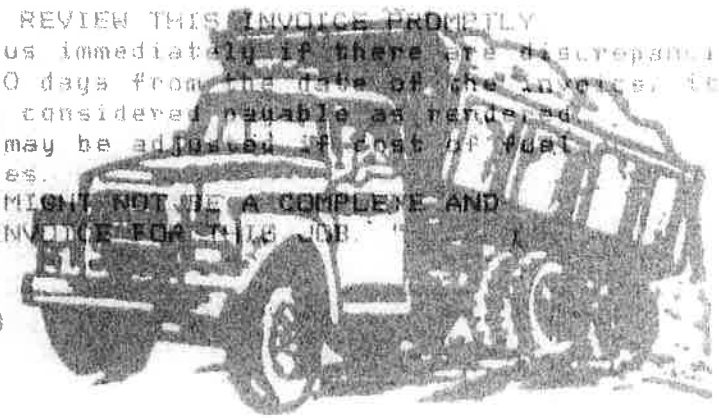
46

FROM

AUSTIN TUPLER TRUCKING INC.
6570 S W 47TH COURT
DAVIE, FL 33314

DADE (305) 949-4148
BROWARD (954) 583-0801
WPB (561) 732-3602
FAX (954) 583-0844

PLEASE, REVIEW THIS INVOICE PROMPTLY
Notify us immediately if there are discrepancies
After 10 days from the date of the invoice, it
will be considered payable as rendered.
Prices may be adjusted if cost of fuel
increases.
" THIS MIGHT NOT BE A COMPLETE AND
FINAL INVOICE FOR THIS JOB.



TO

CENTERLINE UTILITIES, INC
2180 SW POMA DR
PALM CITY, FL 34990

418

INVOICED PRIOR TO THE END OF MONTH, DUE & PAYABLE 10TH OF NEXT MONTH INTEREST OF
1 1/2% MO WILL BE CHARGED ON UNPAID BALANCE & REASONABLE ATTORNEY FEES.

FROM:	STAVOLA AGGREGATE @ 18500	JOB NAME:	AVENIR ~~WEST REC CLUBHOUSE~~ Pod 21 Access Rd
TO:	AVENIR DR PALM BEACH GARDENS	JOB NUMBER:	132305/ 236050-014
CUSTOMER P.O. NO.		CUSTOMER JOB NO.	TAX EXEMPT NO:
HAUL TYPE	TONS	MATERIAL TYPE	FDOT BASE RK CODE 11 NTD Y

* THIS INVOICE IS FOR HAULING ONLY *

DELIVERY DATE	QUANTITY	UNIT PRICE		EXTENDED PRICE
07/14/26	263.57	10.79		2,843.92
			*SUBTOTAL	2,843.92
CENTERLINE INC	263.57		* TOTAL AMOUNT DUE	2,843.92

RECEIVED
AUG 21 2026

GLAcct#
Cost Code 200-014
Job 240651 Avenir Pod 21
Approved

ENTERED
AUG 21 2026

PLEASE INCLUDE INVOICE NUMBER ON CHECKS

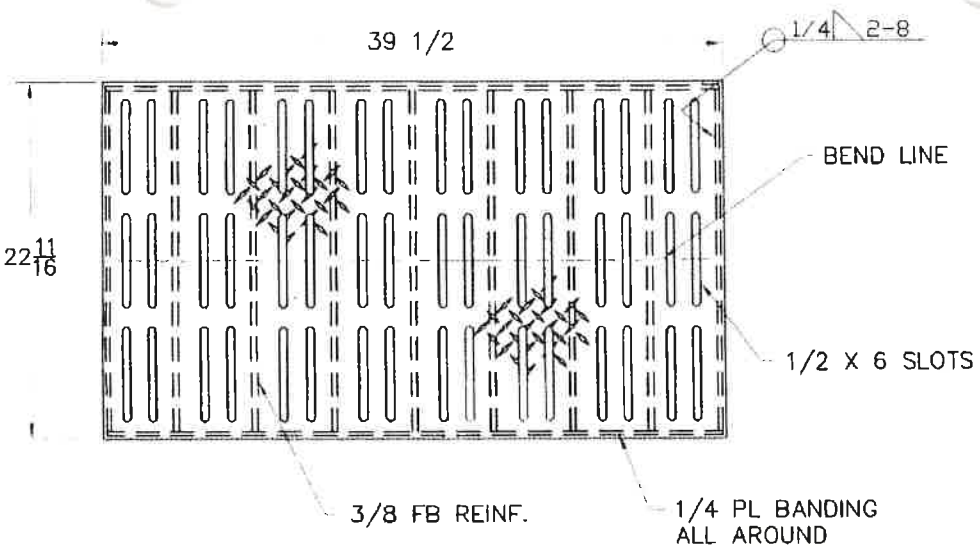
Centerline, Inc.
*2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017*

Date: 12/18/2025
To: Avenir Community Development District
Attn: Carlos Ballbe

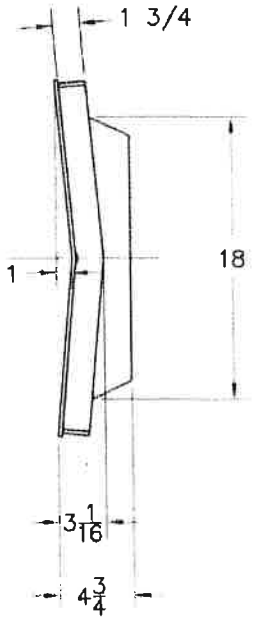
Project: ***Avenir Pod 21 Lift Station Project***
Replace Grate on Inlet #1 with ADA Compliant Option

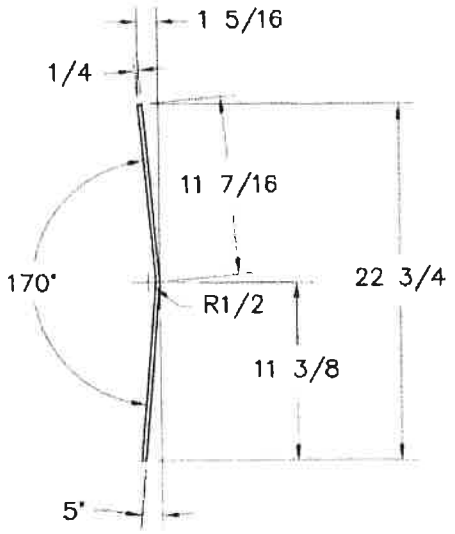
NOTE: The following proposal is subject to all original Contract notes & qualifications.

Item No.	*Size*	*Description*	*Qty*	*U/M*	*Unit Cost*	*Extension*
1		Replace Valley Gutter Grate with ADA Compliant Option	1	LS	$ 1,977.08	$ 1,977.08
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL:	**$ 1,977.08**

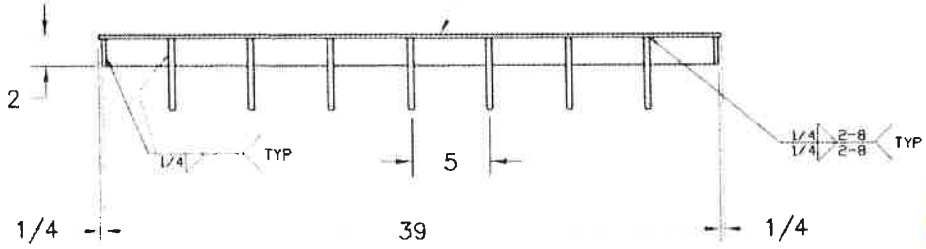


1/4 FLOOR PLATE





BENDED FLOOR PLATE



CENTERLINE INC
DEC 2 2 2025
APPROVED TH

NOTES:

1- MATL: STEEL A-36, PAINTED TO FLA. DOT SPECIFICATIONS.
2- LOADING: DESIGNED FOR OFF STREET LOCATIONS WHICH MAY RECEIVE H-20 WHEEL LOADS
3- APPROX. EACH COVER WEIGHT: 163 LBS.

UNLESS OTHERWISE NOTED ON THIS DRAWING, CLEARANCE BETWEEN FRAME AND COVER(S) IS DESIGNED NOT TO EXCEED 3/8".

THIS DOCUMENT IS THE PROPERTY OF U.S.F. FABRICATION, INC AND CONTAINS PROPRIETARY INFORMATION. IT SHALL NOT BE MODIFIED, COPIED, FURNISHED NOR DISTRIBUTED (IN WHOLE OR IN PART) WITHOUT PROPER AUTHORIZATION OF U.S.F. FABRICATION, INC.

INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5M

BREAK ALL SHARP CORNERS & EDGES

TOLERANCES UNLESS OTHERWISE SPECIFIED:
INCHES AND FRACTIONS:
<10' = ± 1/8
>10' = ± 1/4

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U.S.F. FABRICATION INC.
HIALEAH, FLORIDA

STEEL SLOTTED COVER 22 11/16 X 39 1/2 X 2
FOR USF 5112 CAST IRON FRAME

DRAWN BY:	SCALE:	SHEET:	DATE:
LE	1=8	1 OF 2	12/20/16
APP'D BY:	DWG. NO:	SIZE:	REV:
LE	1000153067	B	0

Centerline, Inc.
*2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017*

Date: 9/16/2025
To: Avenir Community Development District
Attn: Carlos Ballbe

Project: ***Avenir Pod 21 Lift Station Project - Lift Station Pumps Tariff Assessment***

NOTE: The following proposal is subject to all original Contract notes & qualifications.

Item No.	*Size*	*Description*	*Qty*	*U/M*	*Unit Cost*	*Extension*
1		Tariff Assessment for Lift Station Pumps	1	LS	$ 8,340.00	$ 8,340.00
2		Contractor's Fee	1	LS	$ -	(Waived)
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL:	**$ 8,340.00**

Xylem Water Solutions U.S.A., Inc.

15132 Park/Commerce Blvd.
JUPITER, FL 33478
Tel.(561)848-1200 Fax:(561)848-1299

REMIT TO

26717 Network Place
Chicago, IL 60673-1267

INVOICE			YOUR PURCHASE ORDER
			AVENIR LS 11 POD 21
INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
3556D89872	F14225	9/08/25	K17340
INVOICE DATE	TRN / WHS	PAYMENT TERMS	
9/08/25	P1 / 220	100% N45 FROM INVOICE	

Sold To:

Customer No. 130913
Global No. 5012204

CENTERLINE UTILITIES CNTRCTNG

2180 SW POMA DR

PALM CITY FL 34990-6615

Ship To:

CENTERLINE UTILITIES
TODD HAMILTON 561-973-34990
2180 SW POMA DRIVE
PALM CITY FL 34990

FREIGHT TERMS	DELIVERY TERMS	ORDER PROCESSED BY
Jobsite	NOT APPLICABLE THIS	FLYGT-WEST PALM, FL BRANCH
SHIP VIA	ORDER TEXT	CUSTOMER TEXT
PER CONTRACT	signed quote	ELENA SHULGINA P2 E87940

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	Avenir Ls 11 CONTACT: TODD HAMILTON todd@centerlineinc.com (561) 398-1536				
001	1400000699976H FLYGT EQUIPMENT DELIVERY MILESTONE-TAXABLE PUMPS AND SPACERS	1 + EA	37,374.95	37,374.950	37,374.95
002	1400000699830N SHIPPING AND HANDLING-NO TAX	1 EA	6,099.15	6,099.150	6,099.15
003	140000000FLPB TAX-FL CO. PALM BEACH .5%+ DISCRETIONARY SALES	1 EA	25.00	25.000	25.00
004	1400000699598 TARIFF ASSESSMENT	1 EA	8,340.00	8,340.000	8,340.00
	NET AMOUNT BEFORE TAXES USD				51,839.10

RECEIVED
By Jodi at 8:16 am, Sep 10, 2025

GL Acct # _____
Cost Code 500-20
Job 240651 Avenir Pod 21
Approved _____

ENTERED
Sep 11 2025

Cont on 2

54,081.60

IMPORTANT - This invoice is governed by and subject to TERMS AND CONDITIONS OF SALE - XYLEM AMERICAS. Different terms are hereby rejected unless expressly assented to in writing. Terms are accessible at http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx. Please contact Xylem at the number listed on this invoice within 72 hours should you have any issues or concerns pertaining to this invoice.

Xylem Water Solutions U.S.A., Inc.

15132 Park/Commerce Blvd.
JUPITER, FL 33478
Tel.(561)848-1200 Fax:(561)848-1299

REMIT TO

26717 Network Place
Chicago, IL 60673-1267

INVOICE			YOUR PURCHASE ORDER
			AVENIR LS 11 POD 21
INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
3556D89872	F14225	9/08/25	K17340
INVOICE DATE	TRN / WHS	PAYMENT TERMS	
9/08/25	P1 / 220	100% N45 FROM INVOICE	

Sold To:

Customer No.	130913
Global No.	5012204

CENTERLINE UTILITIES CNTRCTNG

2180 SW POMA DR

PALM CITY FL 34990-6615

Ship To:

CENTERLINE UTILITIES
TODD HAMILTON 561-973-34990
2180 SW POMA DRIVE
PALM CITY FL 34990

FREIGHT TERMS	DELIVERY TERMS	ORDER PROCESSED BY
Jobsite	NOT APPLICABLE THIS	FLYGT-WEST PALM,FL BRANCH
SHIP VIA	ORDER TEXT	CUSTOMER TEXT
PER CONTRACT	signed quote	ELENA SHULGINA P2 E87940

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
004	1400000699598	FL STATE			2,242.50

ORDER TOTAL USD

54,081.60

IMPORTANT - This invoice is governed by and subject to TERMS AND CONDITIONS OF SALE - XYLEM AMERICAS. Different terms are hereby rejected unless expressly assented to in writing. Terms are accessible at http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx. Please contact Xylem at the number listed on this invoice within 72 hours should you have any issues or concerns pertaining to this invoice.

This instrument prepared by
and when recorded return to:

Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive
Suite 500 East
West Palm Beach, Florida 33401

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TERMINATION OF BLANKET ACCESS EASEMENT

THIS TERMINATION OF BLANKET ACCESS EASEMENT ("Termination") is made effective as of August ____, 2026 by AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "District"), whose address is c/o Special District Services, 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410, and AVENIR DEVELOPMENT, LLC, a Florida limited liability company ("Avenir"), whose address is 550 Biltmore Way, Coral Gables, FL 33134.

RECITALS:

WHEREAS, Avenir and the District are parties to that certain Blanket Access Easement, which was recorded May 23, 2018, in Official Records Book 29872, Page 379, of the Public Records of Palm Beach County, Florida (the "Blanket Access Easement"); and

WHEREAS, Avenir and the District desire to terminate the Blanket Access Easement.

NOW THEREFORE, in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Avenir and the District hereby agree that the Blanket Access Easement is hereby terminated and of no further force or effect.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has caused this Termination to be duly executed this _____ day of August 2026.

WITNESSES:

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

Print Name: _____
Address: _____

Print Name: _____
Address: _____

By: _____
Name: Virginia Cepero
Title: Chairperson

STATE OF FLORIDA :

COUNTY OF MIAMI-DADE : ss:

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of August 2026 by Virginia Cepero, Chairperson of AVENIR COMMMUNITY DEVELOPMENT DISTRICT, LLC, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who [_] is personally known to me or [_] has produced a driver's license as identification. IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of August 2026.

_____
Notary Public
State of Florida at Large
Commission Expires:_____

IN WITNESS WHEREOF, the undersigned has caused this Termination to be duly executed this _____ day of August 2026.

WITNESSES:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Print Name: _____
Address: _____

Print Name: _____
Address: _____

By: _____
Name: Rosa Eckstein Schechter
Title: Vice President

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 August 2026 by Rosa Eckstein Schechter, Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company, who [_] is personally known to me or [_] has produced a driver's license as identification. IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of _____ 2026.

_____
Notary Public
State of Florida at Large
Commission Expires:_____

CFN 20180199428
OR BK 29872 PG 379
RECORDED 05/23/2018 11:07:52
Palm Beach County, Florida
AMT
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 0379-0425; (47Pgs)

This Instrument Prepared by
and to be Returned to:
Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Dr., Suite 500
West Palm Beach, Florida 33401
Will Call Box 22

BLANKET ACCESS EASEMENT

THIS BLANKET ACCESS EASEMENT (this "**Easement**") is entered into as of the 18 day of May, 2018, (the "**Effective Date**") by and between **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company ("**Avenir**"), whose mailing address is 777 South Flagler Drive, Suite 500, West Palm Beach, Florida 33401, and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "**District**") whose mailing address is c/o Special District Services, 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410. Avenir and the District are hereinafter referred to collectively as the "**Parties**", and each individually is a "**Party**".

W I T N E S S E T H:

WHEREAS, Avenir is the owner of certain real property located in Palm Beach County, Florida, the legal description of which is set forth in **Exhibit "A"** attached hereto (the "**Avenir Property**");

WHEREAS, simultaneously herewith, Avenir has conveyed to the District certain real property that is adjacent to the Avenir Property and located in Palm Beach County, Florida, the legal description of which is set forth in **Exhibit "B"** attached hereto (the "**District Property**"); and

WHEREAS, in conjunction with the conveyance of the District Property to the District, Avenir desires to grant the District an access easement over the Avenir Property for access between the District Property and Northlake Boulevard.

NOW, THEREFORE, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into this Easement and made a part hereof.

2. **Grant of Easement.** Avenir hereby grants to the District, its agents, employees and invitees, a non-exclusive easement over and upon the Avenir Property for pedestrian and vehicular access between the District Property and Northlake Boulevard.

3. **Term and Termination**. This Easement shall be perpetual unless earlier terminated by written instrument signed by each Party and recorded in the Public Records of Palm Beach County, Florida (the "**Public Records**"); provided, however, the Parties agree to execute an instrument terminating this Easement at such time as all of the District Property has access to Northlake Boulevard by means of either a publicly dedicated right-of-way or other perpetual easements. Notwithstanding the foregoing, this Easement shall automatically terminate with respect to any portion of the Avenir Property upon the recording of a plat applicable to such portion of the Avenir Property in the Public Records, so long as such plat is signed by the District and contains the District's specific consent to the termination of this Easement.

4. **Maintenance and Repair.** The Avenir Property shall be maintained by Avenir, at its sole cost and expense, in a clean, well-kept condition; provided, however, any damage caused to the Avenir Property by the District shall be repaired by the District, at its sole cost and expense. All such maintenance and repair shall be performed in a good and workmanlike manner, in accordance with all applicable governmental laws and regulations, and in a manner so as to minimize disruption of use of the Properties by their respective owners.

5. **Indemnification**. The District hereby agrees, to the extent allowed by law, to indemnify and hold Avenir and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys' fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with, the District's use of this Easement. This provision shall survive the termination of this Easement.

6. **No Interference**. The District agrees to exercise the rights granted under this Easement in such a manner as to not interfere with Avenir's use of the Avenir Property.

7. **Rights Reserved**. Avenir hereby reserves all rights of ownership in and to the Avenir Property that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Avenir Property and the right to use the Avenir Property for all uses not interfering with the uses permitted under this Easement.

8. **Parties Bound by this Easement.** This Easement shall be binding upon and shall inure to the benefit of Avenir and the District, together with their respective successors and assigns, and shall be deemed perpetual covenants that run with the land.

9. **Amendment.** Except as provided in Section 3 hereof, any amendment of this Easement shall be binding only if evidenced in a written instrument signed by each Party and recorded in the Public Records.

10. **Enforcement.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appellate and mediation.

11. **Governing Law and Venue.** The terms of this Easement shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

12. **Notices.** Any notice provided for or concerning this instrument shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each Party as set forth at the beginning of this Easement or at any subsequent address for either of the Parties or their successors and assigns following notice of an address change.

13. **Counterparts**. This Easement may be executed in counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Easement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages.

14. **No Dedication**. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

[Signature pages follow]

IN WITNESS WHEREOF, Avenir has signed and sealed this instrument as of the day and year set forth above.

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Print Name: Michele D Kay

By: _____
Manuel A Mato, President

Print Name: Clara L Diaz

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

The foregoing instrument was acknowledged before me this 18th day of May, 2018 by Manuel A. Mato, as President of Avenir Development, LLC, a Florida limited liability company, on behalf of said company, and who is (X) personally known to me or ( ) has produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____

Notary Public, State of Florida
My commission expires: _____

CLARA L. DIAZ
Notary Public - State of Florida
Commission # FF 917623
My Comm. Expires Oct 30, 2019
Bonded through National Notary Assn.

IN WITNESS WHEREOF, the District has signed and sealed this instrument as of the day and year set forth above.

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

Print Name: Michelle Ray

By: Virginia Cepero
Virginia Cepero, Chairperson
Board of Supervisors

Print Name: Clara L Diaz

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

The foregoing instrument was acknowledged before me this 18 day of May, 2018 by Virginia Cepero, as Chairperson of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and who is (X) personally known to me or ( ) has produced _____ as identification.

[NOTARIAL SEAL]

Notary: Clara L. Diaz
Print Name: _____

Notary Public, State of Florida
My commission expires: _____

CLARA L. DIAZ
Notary Public - State of Florida
Commission # FF 917623
My Comm. Expires Oct 30, 2019
Bonded through National Notary Assn.

MORTGAGEE JOINDER AND CONSENT

Avenir Holdings, LLC, a Florida limited liability company (the "**Mortgagee**") the holder of that certain Purchase Money Mortgage dated November 29, 2017 and recorded in Official Records Book 29501, Page 274, as modified by Mortgage Modification, Future Advance and Spreader Agreement dated April 30, 2018 and recorded in Official Record Book 29832, Page 83, both of the Public Records of Palm Beach County, Florida (collectively, the "**Mortgage**"), does hereby join in and consent to the granting of this Blanket Assess Easement across the lands therein described and agrees that the Mortgage shall be subordinate to this Blanket Access Easement.

IN WITNESS WHEREOF, Avenir has signed and sealed this instrument as of the day and year set forth above.

AVENIR HOLDINGS, LLC, a Florida limited liability company

Michele Pay
Print Name: Michele J Pay

By: Virginia Cepero
Name: Virginia Cepero
Title: VP

Clara L. Diaz
Print Name: Clara L Diaz

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

The foregoing instrument was acknowledged before me this 18th day of May, 2018 by Virginia Cepero as VP of Avenir Holdings, LLC, a Florida limited liability company, on behalf of said company, and who is ( ) personally known to me or ( ) has produced _____ as identification.

[NOTARIAL SEAL]

Notary: Clara L. Diaz
Print Name: _____

Notary Public, State of Florida
My commission expires: _____

CLARA L. DIAZ
Notary Public - State of Florida
Commission # FF 917623
My Comm. Expires Oct 30, 2019
Bonded through National Notary Assn.

EXHIBIT "A"

Avenir Property

[See attached]

LEGAL DESCRIPTION – AVENIR PROPERTY

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTIONS 9, 10, 14 AND 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD).

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID WEST HALF OF SECTION 14; THENCE NORTH 88°59'02" EAST, ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 2266.22 FEET; THENCE, SOUTH 02°11'18" WEST, A DISTANCE OF 1592.57 FEET; THENCE, SOUTH 88°58'29" WEST, A DISTANCE OF 1351.89 FEET; THENCE SOUTH 04°12'41" WEST, A DISTANCE OF 2990.70 FEET; TO THE NORTH LINE OF NORTHLAKE BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING (7) COURSES AND DISTANCES, NORTH 87°52'51" WEST, A DISTANCE OF 442.74 FEET; THENCE NORTH 88°37'51" WEST, A DISTANCE OF 200.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 11529.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°28'18", A DISTANCE OF 899.79 FEET; THENCE, SOUTH 86°53'53" WEST, A DISTANCE OF 167.57 FEET; THENCE, SOUTH 86°08'53" WEST, A DISTANCE OF 763.92 FEET; THENCE SOUTH 86°53'53" WEST, A DISTANCE OF 1281.08 FEET; THENCE SOUTH 86°54'02" WEST, A DISTANCE OF 332.32 FEET; THENCE, DEPARTING SAID NORTH LINE OF NORTHLAKE BOULEVARD, NORTH 03°05'58" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 42°40'08" EAST, A DISTANCE OF 143.30 FEET; THENCE NORTH 01°33'47" WEST, A DISTANCE OF 657.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1280.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°57'30", A DISTANCE OF 423.53 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 1656.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'02", A DISTANCE OF 122.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'46", A DISTANCE OF 103.06 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 69°28'44" WEST, A DISTANCE OF 67.00 FEET; THENCE NORTH 20°31'16" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 69°28'44" EAST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'46", A DISTANCE OF 103.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 250.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL

ANGLE OF 28°06'02", A DISTANCE OF 122.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET TO THE POINT OF TANGENCY; THENCE NORTH 20°31'16" WEST, A DISTANCE OF 3045.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 4080.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°44'47", A DISTANCE OF 1548.55 FEET THE POINT OF TANGENCY; THENCE NORTH 01°13'31" EAST, A DISTANCE OF 626.37 FEET; THENCE NORTH 00°12'56" WEST, A DISTANCE OF 397.67 FEET; THENCE NORTH 01°13'31" EAST, A DISTANCE OF 159.61 FEET; THENCE SOUTH 88°46'29" EAST, A DISTANCE OF 138.00 FEET; THENCE SOUTH 01°13'31" WEST, A DISTANCE OF 159.61 FEET; THENCE SOUTH 75°19'58" EAST, A DISTANCE OF 1604.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2317.98 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 4°27'38" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°27'03", A DISTANCE OF 260.97 FEET; THENCE SOUTH 61°12'40" EAST, A DISTANCE OF 25.46 FEET; THENCE NORTH 75°44'35" EAST, A DISTANCE OF 57.20 FEET; THENCE NORTH 89°39'23" EAST, A DISTANCE OF 24.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1500.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 2°59'37" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°33'00", A DISTANCE OF 1428.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°58'33", A DISTANCE OF 244.13 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°37'20", A DISTANCE OF 356.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 570.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°25'11", A DISTANCE OF 889.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°57'31", A DISTANCE OF 383.25 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 49°16'16" EAST, A DISTANCE OF 650.43 FEET; THENCE NORTH 89°13'48" EAST, A DISTANCE OF 241.57 FEET; THENCE SOUTH 66°19'04" EAST, A DISTANCE OF 57.84 FEET; THENCE NORTH 58°55'18" EAST, A DISTANCE OF 47.44 FEET; THENCE NORTH 89°13'48" EAST, A DISTANCE OF 491.43 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 10; THENCE SOUTH 00°46'12" EAST, ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 1137.24 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT all real property contained in Exhibit "B" (District Property) to this Easement.

EXHIBIT "B"

District Property

[See attached]

DESCRIPTION - MASTER LAKE TRACT 1:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1037.00 FEET; THENCE DEPARTING SAID LINE NORTH 83°42'39" WEST, A DISTANCE OF 54.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 176.27 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 11694.16 FEET, WHERE A RADIAL LINE BEARS SOUTH 01°07'50" EAST; THENCE WESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°58'17", A DISTANCE OF 402.36 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°53'53" WEST, A DISTANCE OF 168.65 FEET; THENCE SOUTH 86°08'53" WEST, A DISTANCE OF 417.78 FEET; THENCE NORTH 00°04'36" WEST, A DISTANCE OF 132.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 58.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 96°56'37", A DISTANCE OF 98.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 83°07'59" EAST, A DISTANCE OF 91.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°23'04", A DISTANCE OF 99.35 FEET TO THE POINT OF TANGENCY; THENCE NORTH 85°28'57" EAST, A DISTANCE OF 100.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 250.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°35'57", A DISTANCE OF 89.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 150.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°26'46", A DISTANCE OF 118.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°19'46", A DISTANCE OF 17.74 FEET TO THE POINT OF TANGENCY; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 205.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 10.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 15.71 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 61.59 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 158.50 ; THENCE SOUTH 35°01'37" EAST, A DISTANCE OF 64.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 179,525 SF, 4.121 ACRES, MORE OR LESS.

DESCRIPTION - MASTER LAKE TRACT 2:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 14 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 06°17'21" EAST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 1106.25 FEET; THENCE DEPARTING SAID LINE SOUTH 83°42'39" EAST, A DISTANCE OF 158.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°24'31" EAST, A DISTANCE OF 70.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°44'23", A DISTANCE OF 47.96 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1475.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°49'01", A DISTANCE OF 252.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1150.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°51'55", A DISTANCE OF 198.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 640.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°01'00", A DISTANCE OF 234.76 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°00'54", A DISTANCE OF 36.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°50'06", A DISTANCE OF 34.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 90.84 FEET; THENCE SOUTH 04°12'45" WEST, A DISTANCE OF 179.35 FEET; THENCE NORTH 87°52'51" WEST, A DISTANCE OF 449.84 FEET; THENCE NORTH 88°37'51" WEST, A DISTANCE OF 201.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 11694.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°25'18", A DISTANCE OF 290.19 FEET; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 219.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 170,945 SF, 3.924 ACRES, MORE OR LESS.

DESCRIPTION - MASTER LAKE TRACT 3:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 2765.86 FEET; THENCE DEPARTING SAID LINE NORTH 83°42'39" WEST, A DISTANCE OF 248.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°24'31" WEST, A DISTANCE OF 223.86 FEET; THENCE SOUTH 79°17'46" WEST, A DISTANCE OF 49.46 FEET; THENCE SOUTH 72°59'28" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 17°00'32" EAST, A DISTANCE OF 3.84 FEET; THENCE SOUTH 72°59'28" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 17°00'32" EAST, A DISTANCE OF 19.78 FEET; THENCE SOUTH 72°59'28" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 17°00'32" EAST, A DISTANCE OF 25.22 FEET; THENCE SOUTH 72°59'28" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 17°00'32" EAST, A DISTANCE OF 18.28 FEET; THENCE SOUTH 72°59'28" WEST, A DISTANCE OF 50.98 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 402.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 400.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°11'00", A DISTANCE OF 36.19 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 222.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 53°17'22" EAST; THENCE NORTHEASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°19'56", A DISTANCE OF 121.40 FEET TO THE POINT OF TANGENCY; THENCE NORTH 68°02'34" EAST, A DISTANCE OF 80.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 528.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°22'09", A DISTANCE OF 132.42 FEET TO THE POINT OF TANGENCY; THENCE NORTH 53°40'24" EAST, A DISTANCE OF 162.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 472.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°21'12", A DISTANCE OF 167.67 FEET TO THE POINT OF TANGENCY; THENCE NORTH 74°01'37" EAST, A DISTANCE OF 111.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 528.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°55'32", A DISTANCE OF 109.90 FEET TO THE POINT OF TANGENCY; THENCE NORTH 62°06'05" EAST, A DISTANCE OF 57.37 FEET; THENCE SOUTH 74°51'09" EAST, A DISTANCE OF 36.14 FEET; THENCE SOUTH 31°48'23" EAST, A DISTANCE OF 54.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 156.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°09'14", A DISTANCE OF 90.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°49'01", A DISTANCE OF 53.47 FEET TO THE POINT OF compound CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1670.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°49'32", A DISTANCE OF 111.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 191,700 SF, 4.401 ACRES, MORE OR LESS.

DESCRIPTION - MASTER LAKE TRACT-4:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02°02'04" WEST, ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 85.03 FEET; THENCE DEPARTING SAID WEST LINE NORTH 87°57'56" EAST, A DISTANCE OF 1945.72 FEET TO THE POINT OF BEGINNING, THENCE NORTH 20°31'16" WEST, A DISTANCE OF 150.43 FEET; THENCE NORTH 69°28'44" EAST, A DISTANCE OF 399.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 669.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°16'01", A DISTANCE OF 131.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 58°12'43" EAST, A DISTANCE OF 93.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°29'15", A DISTANCE OF 43.59 FEET TO THE POINT OF TANGENCY; THENCE NORTH 70°41'58" EAST, A DISTANCE OF 238.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°21'51", A DISTANCE OF 53.63 FEET TO THE POINT OF TANGENCY; THENCE NORTH 86°03'48" EAST, A DISTANCE OF 348.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 15.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 03°56'12" WEST, A DISTANCE OF 117.09 FEET; THENCE NORTH 84°47'39" EAST, A DISTANCE OF 97.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 15.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 05°12'21" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°13'23", A DISTANCE OF 28.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°13'23", A DISTANCE OF 28.31 FEET TO THE POINT OF TANGENCY; THENCE NORTH 05°12'21" WEST, A DISTANCE OF 144.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 200.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°29'58", A DISTANCE OF 106.46 FEET TO THE POINT OF TANGENCY; THENCE NORTH 35°42'19" WEST, A DISTANCE OF 70.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 200.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°29'43", A DISTANCE OF 50.60 FEET TO THE POINT OF TANGENCY; THENCE NORTH 21°12'36" WEST, A DISTANCE OF 493.75 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1670.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 14°50'46" EAST; THENCE EASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°08'13", A DISTANCE OF 208.02 FEET; THENCE SOUTH 42°09'44" EAST, A DISTANCE OF 45.87 FEET; THENCE SOUTH 11°31'55" EAST, A DISTANCE OF 177.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°55'26", A DISTANCE OF 156.42 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 29°27'22" EAST, A DISTANCE OF 119.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING

A RADIUS OF 700.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°47'43", A DISTANCE OF 156.32 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 16°39'38" EAST, A DISTANCE OF 56.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°40'10", A DISTANCE OF 75.66 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°59'28" EAST, A DISTANCE OF 129.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°19'55", A DISTANCE OF 94.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 62°19'23" EAST, A DISTANCE OF 151.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°24'29", A DISTANCE OF 25.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 76°43'52" EAST, A DISTANCE OF 158.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°00'48", A DISTANCE OF 101.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47°43'04" EAST, A DISTANCE OF 69.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°36'28", A DISTANCE OF 9.10 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 45°06'36" EAST, A DISTANCE OF 95.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°56'24", A DISTANCE OF 38.19 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 34°10'11" EAST, A DISTANCE OF 54.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°56'24", A DISTANCE OF 5.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 45°06'36" EAST, A DISTANCE OF 55.73 FEET; THENCE SOUTH 65°08'05" EAST, A DISTANCE OF 47.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°02'42", A DISTANCE OF 40.22 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°10'47" EAST, A DISTANCE OF 65.60 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 464.00 FEET, WHERE A RADIAL LINE BEARS NORTH 36°18'41" WEST; THENCE SOUTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°21'15", A DISTANCE OF 116.24 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 68°02'34" WEST, A DISTANCE OF 80.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 286.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°34'36", A DISTANCE OF 187.57 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 400.00 FEET, WHERE A RADIAL LINE BEARS NORTH 15°10'15" EAST; THENCE NORTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°33'02", A DISTANCE OF 136.49 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1300.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°14'33", A DISTANCE OF 1253.41 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 69°28'44" WEST, A DISTANCE OF 719.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 779,219 SF, 17.888 ACRES, MORE OR LESS.

DESCRIPTION LAKE TRACT PARCEL A-1:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.E. CORNER OF SAID SECTION 15,

1) THENCE S 88° 39' 28" W FOR ALONG THE NORTH LINE OF SAID SECTION 15 1157.93' ;

2) THENCE S 01° 20' 32" E FOR 2937.47' TO THE POINT OF BEGINNING;

3) THENCE N 90° 00' 00" E FOR 84.50' ;

4) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 150.00' AND A CENTRAL ANGLE OF 26° 20' 23" FOR AN ARC LENGTH OF 68.96', SAID CURVE HAVING A CHORD BEARING OF N 76° 49' 49" E FOR 68.35';

5) TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00' AND A CENTRAL ANGLE OF 115° 44' 54" FROM WHICH THE RADIUS POINT BEARS S 26° 20' 23" E, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 101.01', SAID CURVE HAVING A CHORD BEARING OF S 58° 27' 56" E FOR 84.69';

6) THENCE S 00° 35' 29" E FOR 59.28' ;

7) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00' AND A CENTRAL ANGLE OF 16° 02' 18" FOR AN ARC LENGTH OF 55.98', SAID CURVE HAVING A CHORD BEARING OF S 07° 25' 40" W FOR 55.80';

8) TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00' AND A CENTRAL ANGLE OF 29° 04' 32" FROM WHICH THE RADIUS POINT BEARS S 74° 33' 11" E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 101.49', SAID CURVE HAVING A CHORD BEARING OF S 00° 54' 33" W FOR 100.41';

9) TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00' AND A CENTRAL ANGLE OF 12° 54' 13" FROM WHICH THE RADIUS POINT BEARS S 76° 22' 17" W, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 112.61', SAID CURVE HAVING A CHORD BEARING OF S 07° 10' 37" E FOR 112.37';

10) THENCE S 00° 43' 30" E FOR 112.39' ;

11) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00' AND A CENTRAL ANGLE OF 07° 30' 08" FOR AN ARC LENGTH OF 65.47', SAID CURVE HAVING A CHORD BEARING OF S 03° 01' 34" W FOR 65.42';

12) THENCE S 06° 46' 38" W FOR 314.39' ;

13) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00' AND A CENTRAL ANGLE OF 83° 32' 22" FOR AN ARC LENGTH OF 72.90', SAID CURVE HAVING A CHORD BEARING OF S 48° 32' 49" W FOR 66.61';

14) THENCE N 89° 41' 00" W FOR 166.25' ;

15) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 AND A CENTRAL ANGLE OF 89° 41' 00" FOR AN ARC LENGTH OF 78.26', SAID CURVE HAVING A CHORD BEARING OF N 44° 50' 30" W FOR 70.52';

16) THENCE N 00° 00' 00" W FOR 78.90';

17) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00'AND A CENTRAL ANGLE OF 34° 53' 21" FOR AN ARC LENGTH OF 60.89', SAID CURVE HAVING A CHORD BEARING OF N 17° 26' 41" E FOR 59.96';

18) TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00' AND A CENTRAL ANGLE OF 34° 53' 21" FROM WHICH THE RADIUS POINT BEARS N 55° 06' 39" W, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 60.89', SAID CURVE HAVING A CHORD BEARING OF N 17° 26' 41" E FOR 59.96';

19) THENCE N 00° 00' 00" W FOR 295.00' ;

20) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00' AND A CENTRAL ANGLE OF 25° 10' 36" FOR AN ARC LENGTH OF 87.88', SAID CURVE HAVING A CHORD BEARING OF N 12° 35' 18" W FOR 87.18';

21) TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00' AND A CENTRAL ANGLE OF 25° 10' 36" FROM WHICH THE RADIUS POINT BEARS N 64° 49' 24" E, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 87.88', SAID CURVE HAVING A CHORD BEARING OF N 12° 35' 18" W FOR 87.18';

22) THENCE N 00° 00' 00" W FOR 101.84' ;

23) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 78.00 AND A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC LENGTH OF 122.52', SAID CURVE HAVING A CHORD BEARING OF N 45° 00' 00" E FOR 110.31' TO THE POINT OF BEGINNING.

CONTAINING 243,579 SQUARE FEET OR 5.592 ACRES.

DESCRIPTION LAKE TRACT PARCEL A-2:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 06°17'21" WEST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 2222.77 FEET; THENCE DEPARTING SAID LINE NORTH 83°42'39" WEST, A DISTANCE OF 526.40 FEET; THENCE NORTH 57°11'49" WEST, A DISTANCE OF 505.97 FEET TO THE POINT OF BEGINNING ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 58.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 73°51'56" WEST; THENCE SOUTHERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°01'56", A DISTANCE OF 81.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 887.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°49'25", A DISTANCE OF 59.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 58.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°48'58", A DISTANCE OF 75.74 FEET TO THE POINT OF TANGENCY; THENCE NORTH 45°06'36" WEST, A DISTANCE OF 45.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 817.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°59'05", A DISTANCE OF 213.67 FEET TO THE POINT OF TANGENCY; THENCE NORTH 60°05'41" WEST, A DISTANCE OF 76.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 500.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°34'02", A DISTANCE OF 153.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 58.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°35'56", A DISTANCE OF 67.42 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11°03'46" WEST, A DISTANCE OF 137.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 58.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 91.11 FEET TO THE POINT OF TANGENCY; THENCE NORTH 78°56'14" EAST, A DISTANCE OF 22.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 78.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°20'35", A DISTANCE OF 42.67 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1318.83 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°10'40", A DISTANCE OF 96.16 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°08'27", A DISTANCE OF 140.86 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 49°24'04" EAST, A DISTANCE OF 173.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°58'44", A DISTANCE OF 52.18 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 55°22'49" EAST, A DISTANCE OF 101.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 128.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°14'44", A DISTANCE OF 87.68 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 16°08'04" EAST, A DISTANCE OF 35.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 147,736 SF, 3.392 ACRES, MORE OR LESS.

DESCRIPTION LAKE TRACT PARCEL A-3:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.E. CORNER OF SAID SECTION 15,

THENCE S 88° 40' 18" W ALONG THE NORTH LINE OF SAID SECTION 15 FOR 3368.62'; THENCE S 01° 19' 42" E FOR 1712.48' TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N 66° 52' 51" E FOR 237.69'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 47.00' AND A CENTRAL ANGLE OF 10° 36' 23" FOR AN ARC LENGTH OF 8.70', SAID CURVE HAVING A CHORD BEARING OF N 61° 34' 39" E FOR 8.69'; THENCE N 56° 16' 28" E FOR 115.40'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 328.00' AND A CENTRAL ANGLE OF 09° 47' 35" FOR AN ARC LENGTH OF 56.06', SAID CURVE HAVING A CHORD BEARING OF N 61° 10' 15" E FOR 55.99'; THENCE N 66° 04' 03" E FOR 117.35'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00' AND A CENTRAL ANGLE OF 99° 01' 12" FOR AN ARC LENGTH OF 86.41', SAID CURVE HAVING A CHORD BEARING OF S 64° 25' 21" E FOR 76.05'; THENCE S 14° 54' 45" E FOR 101.64'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00' AND A CENTRAL ANGLE OF 17° 02' 49" FOR AN ARC LENGTH OF 59.51', SAID CURVE HAVING A CHORD BEARING OF S 23° 26' 10" E FOR 59.29'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00' AND A CENTRAL ANGLE OF 118° 01' 22" FOR AN ARC LENGTH OF 119.47', SAID CURVE HAVING A CHORD BEARING OF S 27° 03' 07" W FOR 99.44'; THENCE S 86° 03' 48" W FOR 78.80'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 667.00' AND A CENTRAL ANGLE OF 27° 51' 06" FOR AN ARC LENGTH OF 324.23', SAID CURVE HAVING A CHORD BEARING OF S 72° 08' 15" W FOR 321.05'; THENCE S 58° 12' 42" W FOR 195.81'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 333.00' AND A CENTRAL ANGLE OF 08° 06' 15" FOR AN ARC LENGTH OF 47.10', SAID CURVE HAVING A CHORD BEARING OF S 62° 15' 50" W FOR 47.06'; TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00' AND A CENTRAL ANGLE OF 93° 09' 46" FROM WHICH THE RADIUS POINT BEARS N 23° 41' 03" W, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 81.30', SAID CURVE HAVING A CHORD BEARING OF N 67° 06' 10" W FOR 72.64'; THENCE N 20° 31' 17" W FOR 139.40'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00' AND A CENTRAL ANGLE OF 97° 20' 51" FOR AN ARC LENGTH OF 98.54', SAID CURVE HAVING A CHORD BEARING OF N 28° 09' 09" E FOR 87.11'; THENCE N 76° 49' 35" E FOR 72.42'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 272.00 AND A CENTRAL ANGLE OF 09° 56' 43" FOR AN ARC LENGTH OF 47.21', SAID CURVE HAVING A CHORD BEARING OF N 71° 51' 13" E FOR 47.15'. TO THE POINT OF BEGINNING.

CONTAINING 170,858 SQUARE FEET OR 3.922 ACRES

DESCRIPTION LAKE TRACT PARCEL A-4.1:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTIONS 14 AND 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 06°17'21" EAST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 1087.09 FEET; THENCE DEPARTING SAID LINE NORTH 89°24'31" EAST, A DISTANCE OF 159.91 FEET; THENCE, NORTH 00°35'29" WEST, A DISTANCE OF 253.78 FEET; THENCE, NORTH 06°18'07" WEST, A DISTANCE OF 301.50 FEET; THENCE, NORTH 00°35'29" WEST, A DISTANCE OF 918.11 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1830.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°25'36", A DISTANCE OF 237.21 FEET TO THE POINT FEET TO THE POINT OF BEGINNING THENCE CONTINUE northerly ON SAID CURVE HAVING A RADIUS OF 1830.00 FEET THROUGH A CENTRAL ANGLE OF 4°33'04", A DISTANCE OF 145.36 FEET OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 58.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°25'03", A DISTANCE OF 48.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 156.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°21'23", A DISTANCE OF 36.48 FEET TO A NON-TANGENTIAL LINE; THENCE, NORTH 73°59'48" EAST, A DISTANCE OF 77.23 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 88.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 83°51'39" EAST; THENCE NORTHEASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°06'48", A DISTANCE OF 101.54 FEET TO THE POINT OF TANGENCY; THENCE NORTH 72°15'10" EAST, A DISTANCE OF 91.39 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 72.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°18'44", A DISTANCE OF 45.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 168.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°32'36", A DISTANCE OF 165.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°30'59" EAST, A DISTANCE OF 34.05 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 272.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°37'06", A DISTANCE OF 116.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 228.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°08'05", A DISTANCE OF 88.08 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 51.89 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 78.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 122.52 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 258.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 97°55'55", A DISTANCE OF 99.14 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 709.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°20'10", A DISTANCE OF 16.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 241.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°33'36", A DISTANCE OF 31.80 FEET TO THE POINT OF REVERSE CURVATURE OF A

CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 58.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°43'54", A DISTANCE OF 67.55 FEET TO THE POINT OF TANGENCY; THENCE NORTH 21°33'37" WEST, A DISTANCE OF 93.80 FEET; THENCE SOUTH 70°26'32" WEST, A DISTANCE OF 119.47 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 400.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°57'58", A DISTANCE OF 132.41 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°24'31" WEST, A DISTANCE OF 114.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°16'10", A DISTANCE OF 59.81 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 55°08'21" WEST, A DISTANCE OF 73.05; THENCE SOUTH 46°51'58" WEST, A DISTANCE OF 126.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 209,111 SF, 4.801 ACRES, MORE OR LESS.

DESCRIPTION - LAKE TRACT PARCEL A-4.2:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 14 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 06°17'21" EAST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 1087.09 FEET; THENCE DEPARTING SAID LINE NORTH 89°24'31" EAST, A DISTANCE OF 159.91 FEET; THENCE, NORTH 00°35'29" WEST, A DISTANCE OF 253.78 FEET; THENCE, NORTH 85°52'13" EAST, A DISTANCE OF 511.79 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 85°47'20" WEST, A DISTANCE OF 68.04 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°49'56", A DISTANCE OF 165.51 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°02'36", A DISTANCE OF 78.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 180.68 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°46'27", A DISTANCE OF 76.57 FEET TO THE POINT OF TANGENCY; THENCE NORTH 08°46'27" WEST, A DISTANCE OF 82.27 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°35'55", A DISTANCE OF 91.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 125.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°16'13", A DISTANCE OF 203.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°01'59", A DISTANCE OF 92.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 03°35'14" EAST, A DISTANCE OF 107.13 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°07'38", A DISTANCE OF 79.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH 05°32'24" WEST, A DISTANCE OF 190.68 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 328.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°25'55", A DISTANCE OF 19.65 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°00'58", A DISTANCE OF 74.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 567.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°28'07", A DISTANCE OF 143.18 FEET TO THE POINT OF TANGENCY; THENCE NORTH 68°26'23" EAST, A DISTANCE OF 49.16 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 133.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°49'42", A DISTANCE OF 71.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 817.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°19'40", A DISTANCE OF 61.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL

ANGLE OF 109°23'12", A DISTANCE OF 95.46 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 24°19'37" WEST, A DISTANCE OF 43.09 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°16'10", A DISTANCE OF 348.40 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 08°56'33" EAST, A DISTANCE OF 156.49 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°41'09", A DISTANCE OF 92.60 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 08°44'36" WEST, A DISTANCE OF 311.20 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°31'44", A DISTANCE OF 271.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100°59'48", A DISTANCE OF 176.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 405,922 SF, 9.139 ACRES, MORE OR LESS.

DESCRIPTION LAKE TRACT A-5.1:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.E. CORNER OF SAID SECTION 15; THENCE SOUTH 06°17'21" WEST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 78.66 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 88°39'28" WEST, A DISTANCE OF 761.23 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 06°29'38" WEST, A DISTANCE OF 138.82 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°15'49", A DISTANCE OF 25.36 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°46'12" EAST, A DISTANCE OF 132.91 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°22'59", A DISTANCE OF 59.60 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 12°09'11" EAST, A DISTANCE OF 87.94 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 134°13'09", A DISTANCE OF 93.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 57°56'01" WEST, A DISTANCE OF 116.07 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°44'53", A DISTANCE OF 22.90 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66°40'55" WEST, A DISTANCE OF 26.52 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 58.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°45'20", A DISTANCE OF 73.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH 06°04'25" EAST, A DISTANCE OF 164.31 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°50'36", A DISTANCE OF 17.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°46'12" WEST, A DISTANCE OF 134.97 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°49'05", A DISTANCE OF 18.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 58.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100°49'05", A DISTANCE OF 102.06 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°13'48" EAST, A DISTANCE OF 99.19 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 97°15'49", A DISTANCE OF 98.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 104,554 SF, 2.400 ACRES, MORE OR LESS.

DESCRIPTION - LAKE TRACT PARCEL A-5.2:

A PORTION OF LAND LYING IN SECTION 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF SAID SECTION 10; THENCE SOUTH 88°39'28" WEST, ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 839.07 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 01°20'32" WEST, A DISTANCE OF 649.76 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 89°13'48" WEST, A DISTANCE OF 64.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 293.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°51'22", A DISTANCE OF 193.59 FEET TO A NON-TANGENTIAL LINE; THENCE, NORTH 50°30'57" WEST, A DISTANCE OF 207.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 404.28 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°00'54", A DISTANCE OF 98.89 TO A NON-TANGENTIAL LINE; THENCE, NORTH 64°36'22" WEST, A DISTANCE OF 139.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 38.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°59'55", A DISTANCE OF 68.31 FEET TO THE POINT OF TANGENCY; THENCE NORTH 38°23'32" EAST, A DISTANCE OF 145.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 38.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°29'31", A DISTANCE OF 67.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 39°06'58" EAST, A DISTANCE OF 32.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'03", A DISTANCE OF 58.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 52°37'01" EAST, A DISTANCE OF 104.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°58'53", A DISTANCE OF 41.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 56°35'54" EAST, A DISTANCE OF 170.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 286.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°10'18", A DISTANCE OF 170.57 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°13'02" EAST, A DISTANCE OF 24.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 97°48'50", A DISTANCE OF 64.87 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°02'39" WEST, A DISTANCE OF 87.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°11'10", A DISTANCE OF 83.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 136,715 SF, 3.139 ACRES, MORE OR LESS.

DESCRIPTION - LAKE TRACT PARCEL A-5.3:

A PORTION OF LAND LYING IN SECTION 10 AND 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 88°39'28" EAST, ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 285.19 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 01°20'32" WEST, A DISTANCE OF 117.08 FEET TO THE POINT OF BEGINNING, BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 714.00 FEET, WHERE A RADIAL LINE BEARS NORTH 69°09'44" EAST; THENCE NORTHERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°49'10", A DISTANCE OF 97.44 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 58.00 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 107°57'45", A DISTANCE OF 109.29 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°56'40" EAST, A DISTANCE OF 50.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°43'13", A DISTANCE OF 37.91 FEET TO THE POINT OF TANGENCY; THENCE NORTH 67°13'26" EAST, A DISTANCE OF 48.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°31'08", A DISTANCE OF 49.77 FEET TO THE POINT OF TANGENCY; THENCE NORTH 38°42'18" EAST, A DISTANCE OF 47.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°32'56", A DISTANCE OF 35.86 FEET TO THE POINT OF TANGENCY; THENCE NORTH 18°09'22" EAST, A DISTANCE OF 61.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 528.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°54'40", A DISTANCE OF 100.55 FEET TO THE POINT OF TANGENCY; THENCE NORTH 29°04'02" EAST, A DISTANCE OF 211.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 172.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°17'56", A DISTANCE OF 33.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 17°46'06" EAST, A DISTANCE OF 105.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 472.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°57'16", A DISTANCE OF 106.72 FEET TO THE POINT OF TANGENCY; THENCE NORTH 04°48'51" EAST, A DISTANCE OF 94.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°57'05", A DISTANCE OF 70.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°57'05", A DISTANCE OF 70.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 04°48'51" EAST, A DISTANCE OF 95.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 125.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°51'22", A DISTANCE OF 126.22 FEET TO THE POINT OF TANGENCY; THENCE NORTH 53°02'31" WEST, A DISTANCE OF 89.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°07'53",

A DISTANCE OF 38.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 58.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°33'57", A DISTANCE OF 103.83 FEET TO THE POINT OF TANGENCY; THENCE NORTH 38°23'32" EAST, A DISTANCE OF 89.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 58.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°25'59", A DISTANCE OF 92.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°30'37", A DISTANCE OF 61.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 53°41'06" EAST, A DISTANCE OF 54.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°25'50", A DISTANCE OF 38.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 61°06'56" EAST, A DISTANCE OF 63.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°35'51", A DISTANCE OF 39.78 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 68°42'47" EAST, A DISTANCE OF 126.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°43'18", A DISTANCE OF 19.97 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 62°59'28" EAST, A DISTANCE OF 19.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°23'00", A DISTANCE OF 102.63 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38°23'32" WEST, A DISTANCE OF 279.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°37'21", A DISTANCE OF 187.18 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 15°13'49" EAST, A DISTANCE OF 31.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°12'37", A DISTANCE OF 122.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 50°26'26" EAST, A DISTANCE OF 210.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°54'51", A DISTANCE OF 26.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 65°21'17" EAST, A DISTANCE OF 165.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°54'51", A DISTANCE OF 78.09 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 50°26'26" EAST, A DISTANCE OF 80.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 173.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°44'59", A DISTANCE OF 277.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 122.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°57'27", A DISTANCE OF 99.99 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 05°38'54" EAST, A DISTANCE OF 128.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 48.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°35'07", A DISTANCE OF 71.70 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 79°56'13" WEST, A DISTANCE OF 85.02 FEET TO THE

POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 48.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 105°18'08", A DISTANCE OF 88.22 FEET TO THE POINT OF TANGENCY; THENCE NORTH 05°14'22" EAST, A DISTANCE OF 226.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 208.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°51'59", A DISTANCE OF 279.05 FEET TO THE POINT OF TANGENCY; THENCE NORTH 71°37'37" WEST, A DISTANCE OF 340.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 47.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°50'23", A DISTANCE OF 40.88 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 58°31'59" WEST, A DISTANCE OF 89.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°43'59", A DISTANCE OF 78.07 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 13°48'00" WEST, A DISTANCE OF 205.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 128.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°20'20", A DISTANCE OF 114.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 65°08'21" WEST, A DISTANCE OF 248.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°01'23", A DISTANCE OF 89.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 605,432 SF, 13.899 ACRES, MORE OR LESS.

DESCRIPTION - SPINE ROAD R1:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTIONS 14 AND 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD).

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 06°17'21" EAST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 740.25 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 14 NORTH 83°42'39" WEST, A DISTANCE OF 0.22 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 44°10'53" EAST, A DISTANCE OF 56.34 FEET; THENCE, NORTH 00°35'29" WEST, A DISTANCE OF 280.84 FEET; THENCE, NORTH 01°19'04" EAST, A DISTANCE OF 360.20 FEET; THENCE, NORTH 00°35'29" WEST, A DISTANCE OF 586.92 FEET; THENCE, NORTH 45°35'29" WEST, A DISTANCE OF 56.57 FEET; THENCE, NORTH 00°35'29" WEST, A DISTANCE OF 87.12 FEET; THENCE, NORTH 44°24'21" EAST, A DISTANCE OF 56.57 FEET; THENCE, NORTH 00°35'29" WEST, A DISTANCE OF 381.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1710.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°33'07", A DISTANCE OF 344.77 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 98.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°49'01", A DISTANCE OF 90.34 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 116.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°09'14", A DISTANCE OF 67.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 98.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°21'12", A DISTANCE OF 12.58 FEET; THENCE, NORTH 74°51'09" WEST, A DISTANCE OF 93.56 FEET; THENCE, SOUTH 62°06'05" WEST, A DISTANCE OF 57.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 528.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°55'32", A DISTANCE OF 109.90 FEET; THENCE, SOUTH 74°01'37" WEST, A DISTANCE OF 111.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 472.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°21'12", A DISTANCE OF 167.67;THENCE, SOUTH 53°40'24" WEST, A DISTANCE OF 162.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 528.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°22'09", A DISTANCE OF 132.42 FEET; THENCE, SOUTH 68°02'34" WEST, A DISTANCE OF 80.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 222.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°19'56", A DISTANCE OF 121.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 400.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 05°11'00" EAST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°59'15", A DISTANCE OF 69.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 286.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 59°32'03" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°34'36", A DISTANCE OF 187.57 FEET; THENCE, NORTH 68°02'34" EAST, A DISTANCE OF 80.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 464.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°22'09", A DISTANCE OF 116.37 FEET; THENCE, NORTH 53°40'24" EAST, A

DISTANCE OF 162.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 536.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°21'12", A DISTANCE OF 190.41 FEET; THENCE, NORTH 74°01'37" EAST, A DISTANCE OF 111.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 464.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°55'32", A DISTANCE OF 96.58 FEET; THENCE, NORTH 62°06'05" EAST, A DISTANCE OF 73.21 FEET; THENCE, NORTH 14°55'26" EAST, A DISTANCE OF 95.69 FEET; THENCE, NORTH 24°42'13" WEST, A DISTANCE OF 227.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 116.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°15'24", A DISTANCE OF 81.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 98.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°49'01", A DISTANCE OF 90.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1710.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°06'06", A DISTANCE OF 1047.62 FEET; THENCE SOUTH 61°18'33" WEST, A DISTANCE OF 55.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1670.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 16°18'33" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°51'14", A DISTANCE OF 112.33 FEET; THENCE NORTH 32°32'41" WEST, A DISTANCE OF 55.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1710.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 11°07'49" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°03'46", A DISTANCE OF 1046.45 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 66°04'03" WEST, A DISTANCE OF 462.95 FEET; THENCE SOUTH 21°04'03" WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH 66°04'03" WEST, A DISTANCE OF 103.79 FEET; THENCE NORTH 68°55'57" WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH 66°04'03" WEST, A DISTANCE OF 345.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°30'43", A DISTANCE OF 115.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 20°31'16" EAST, A DISTANCE OF 67.00 FEET; THENCE SOUTH 69°28'44" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 20°31'16" WEST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 140.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 210.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'02", A DISTANCE OF 102.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 140.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 69°28'44" WEST, A DISTANCE OF 67.00 FEET; THENCE NORTH 20°31'16" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 69°28'44" EAST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE

NORTHWEST HAVING A RADIUS OF 140.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 210.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'02", A DISTANCE OF 102.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 140.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF TANGENCY; THENCE NORTH 20°31'16" WEST, A DISTANCE OF 67.00 FEET; THENCE NORTH 69°28'44" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 20°31'16" EAST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°41'21", A DISTANCE OF 90.49 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 140.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66°04'03" EAST, A DISTANCE OF 992.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1790.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°19'25", A DISTANCE OF 1103.56 FEET; THENCE NORTH 57°41'11" EAST, A DISTANCE OF 57.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1830.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 12°41'11" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°29'16", A DISTANCE OF 111.39 FEET; THENCE SOUTH 28°49'34" EAST, A DISTANCE OF 57.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1790.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 17°28'08" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'35", A DISTANCE OF 1115.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 98.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°12'25", A DISTANCE OF 68.77 FEET; THENCE NORTH 52°23'58" EAST, A DISTANCE OF 53.78 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 156.50 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 15°36'27" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°41'20", A DISTANCE OF 135.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 24°42'13" EAST, A DISTANCE OF 25.49 FEET; THENCE SOUTH 20°17'47" WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH 24°42'13" EAST, A DISTANCE OF 284.74 FEET; THENCE SOUTH 69°42'13" EAST, A DISTANCE OF 56.57 FEET; THENCE SOUTH 24°42'13" EAST, A DISTANCE OF 33.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 156.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°11'44", A DISTANCE OF 126.18 FEET; THENCE SOUTH 73°59'48" WEST, A DISTANCE OF 56.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 98.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 59°30'12" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°03'58", A DISTANCE OF 73.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1790.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°58'40", A DISTANCE OF 374.21 FEET TO THE POINT OF

TANGENCY; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 361.08 FEET; THENCE SOUTH 45°35'29" EAST, A DISTANCE OF 56.57 FEET; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 106.41 FEET; THENCE SOUTH 44°24'31" WEST, A DISTANCE OF 56.57 FEET; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 383.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 998.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°42'38", A DISTANCE OF 99.47 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 06°18'07" EAST, A DISTANCE OF 141.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1002.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°42'38", A DISTANCE OF 99.87 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 505.93 FEET; THENCE SOUTH 45°20'05" EAST, A DISTANCE OF 56.31 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 11569.16 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 00°04'41" EAST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°58'02", A DISTANCE OF 195.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 926,713 SF, 21.274 ACRES, MORE OR LESS.

DESCRIPTION - TRACT 0-3:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 14 AND 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 740.26 FEET; THENCE DEPARTING SAID LINE NORTH 83°42'39" WEST, A DISTANCE OF 0.22 FEET TO THE POINT OF BEGINNING, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 11569.16 FEET, WHERE A RADIAL LINE BEARS SOUTH 01°02'44" EAST; THENCE WESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03'23", A DISTANCE OF 415.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°53'53" WEST, A DISTANCE OF 167.83 FEET; THENCE SOUTH 86°08'53" WEST, A DISTANCE OF 425.21 FEET; THENCE NORTH 00°04'36" WEST, A DISTANCE OF 125.27 FEET; THENCE NORTH 86°08'53" EAST, A DISTANCE OF 417.78 FEET; THENCE NORTH 86°53'53" EAST, A DISTANCE OF 168.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 11694.16 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°15'20", A DISTANCE OF 460.37 FEET; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 85.25 FEET; THENCE SOUTH 44°10'53" WEST, A DISTANCE OF 56.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 130,131 SF, 2.987 ACRES, MORE OR LESS.

DESCRIPTION - OPEN SPACE TRACT O-4:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 14 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 06°17'21" EAST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 798.52 FEET; THENCE DEPARTING SAID LINE SOUTH 83°42'39" EAST, A DISTANCE OF 149.56 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 85.29 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 11694.16 FEET, WHERE A RADIAL LINE BEARS SOUTH 00°16'40" EAST; THENCE EASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°38'50", A DISTANCE OF 336.19 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°37'51" WEST, A DISTANCE OF 201.56 FEET; THENCE SOUTH 87°52'51" EAST, A DISTANCE OF 449.84 FEET; THENCE SOUTH 04°12'40" WEST, A DISTANCE OF 125.08 FEET; THENCE NORTH 87°52'51" WEST, A DISTANCE OF 444.46 FEET; THENCE NORTH 88°37'51" WEST, A DISTANCE OF 200.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 11568.79 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°26'51", A DISTANCE OF 292.27 FEET; THENCE NORTH 45°20'05" WEST, A DISTANCE OF 56.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 122,006 SF, 2.801 ACRES, MORE OR LESS.

DESCRIPTION - OPEN SPACE TRACT O-5:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 14 AND 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 06°17'21" EAST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 862.01 FEET; THENCE DEPARTING SAID LINE NORTH 83°42'39" WEST, A DISTANCE OF 33.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 176.27 FEET; THENCE NORTH 35°01'37" WEST, A DISTANCE OF 64.75 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 171.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 485.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°10'23", A DISTANCE OF 94.58 FEET; THENCE NORTH 11°10'23" EAST, A DISTANCE OF 253.50 FEET; THENCE NORTH 05°07'09" EAST, A DISTANCE OF 30.12 FEET; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 409.50 FEET; THENCE SOUTH 45°35'29" EAST, A DISTANCE OF 56.57 FEET; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 586.92 FEET; THENCE SOUTH 01°19'04" WEST, A DISTANCE OF 360.20 FEET; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 195.43 FEET; TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 11694.16 FEET, WHERE A RADIAL LINE BEARS SOUTH 00°50'46" EAST; THENCE WESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°17'03", A DISTANCE OF 58.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 74,089 SF, 1.701 ACRES, MORE OR LESS.

DESCRIPTION - OPEN SPACE TRACT O-6:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 2170.83 FEET; THENCE DEPARTING SAID LINE NORTH 83°42'39" WEST, A DISTANCE OF 120.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°24'31" WEST, A DISTANCE OF 56.57 FEET; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 421.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1670.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°33'07", A DISTANCE OF 336.70 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 58.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°49'01", A DISTANCE OF 53.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 156.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°09'14", A DISTANCE OF 90.56 FEET; THENCE NORTH 31°48'23" WEST, A DISTANCE OF 32.53 FEET; THENCE NORTH 74°51'09" WEST, A DISTANCE OF 68.26 FEET; THENCE NORTH 62°06'05" EAST, A DISTANCE OF 21.98 FEET; THENCE SOUTH 74°51'09" EAST, A DISTANCE OF 93.56 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 50°50'25" WEST; THENCE SOUTHEASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°21'12", A DISTANCE OF 12.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 116.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°09'14", A DISTANCE OF 67.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 98.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°49'01", A DISTANCE OF 90.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1710.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°33'07", A DISTANCE OF 344.77 FEET; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 381.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 37,828 SF, 0.868 ACRES, MORE OR LESS.

DESCRIPTION - OPEN SPACE TRACT O-7:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 3071.27 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 15 NORTH 83°42'39" WEST, A DISTANCE OF 481.29 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 62°06'05" WEST, A DISTANCE OF 54.54 FEET; THENCE, NORTH 14°55'26" EAST, A DISTANCE OF 118.35 FEET; THENCE, NORTH 24°42'13" WEST, A DISTANCE OF 213.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 156.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°15'24", A DISTANCE OF 109.96 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 58.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°49'01", A DISTANCE OF 53.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1670.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°25'37", A DISTANCE OF 1061.73 FEET; THENCE, NORTH 61°18'33" EAST, A DISTANCE OF 55.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1710.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 17°38'03" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°06'06", A DISTANCE OF 1047.62 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 98.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°49'01", A DISTANCE OF 90.34 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 116.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°15'24", A DISTANCE OF 81.85 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 24°42'13" EAST, A DISTANCE OF 227.51 FEET; THENCE SOUTH 14°55'26" WEST, A DISTANCE OF 95.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 61,989 SF, 1.423 ACRES, MORE OR LESS.

DESCRIPTION - OPEN SPACE TRACT O-8:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 4048.61 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 15 NORTH 83°42'39" WEST, A DISTANCE OF 1719.87 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 32°32'41" EAST, A DISTANCE OF 55.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1670.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 12°27'19" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°23'16", A DISTANCE OF 1060.60 FEET; THENCE, SOUTH 66°04'03" WEST, A DISTANCE OF 502.95; THENCE, NORTH 21°04'03" EAST, A DISTANCE OF 56.57; THENCE, NORTH 66°04'03" EAST, A DISTANCE OF 462.95 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1710.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°03'46", A DISTANCE OF 1046.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 61,456 SF, 1.411 ACRES, MORE OR LESS.

DESCRIPTION - OPEN SPACE TRACT O-9:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 3856.45 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 15 NORTH 83°42'39" WEST, A DISTANCE OF 3229.05 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 66°04'03" WEST, A DISTANCE OF 385.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°30'43", A DISTANCE OF 137.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 67.00 FEET; THENCE, SOUTH 69°28'44" WEST, A DISTANCE OF 40.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 140.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 210.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°30'43", A DISTANCE OF 115.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 140.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET; THENCE, NORTH 66°04'03" EAST, A DISTANCE OF 345.40 FEET; THENCE, SOUTH 68°55'57" EAST, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 32,249 SF, 0.740 ACRES, MORE OR LESS.

DESCRIPTION OPEN SPACE TRACT O-10:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 2860.64 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 15 NORTH 83°42'39" WEST, A DISTANCE OF 3731.80 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 69°28'44" WEST, A DISTANCE OF 40.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'02", A DISTANCE OF 122.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET; THENCE, SOUTH 69°28'44" WEST, A DISTANCE OF 67.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 40.00 FEET; THENCE, NORTH 69°28'44" EAST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 140.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'02", A DISTANCE OF 102.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 67.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,766 SF, 0.454 ACRES, MORE OR LESS.

DESCRIPTION - OPEN SPACE TRACT O-11:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 3516.03 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 15 NORTH 83°42'39" WEST, A DISTANCE OF 4063.01 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'02", A DISTANCE OF 102.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET; THENCE, SOUTH 69°28'44" WEST, A DISTANCE OF 67.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 40.00 FEET; THENCE, NORTH 69°28'44" EAST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'02", A DISTANCE OF 122.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET; THENCE, NORTH 20°31'16" EAST, A DISTANCE OF 67.00 FEET; THENCE, NORTH 69°28'44" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,766 SF, 0.454 ACRES, MORE OR LESS.

DESCRIPTION - OPEN SPACE TRACT O-12:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 4163.32 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 15 NORTH 83°42'39" WEST, A DISTANCE OF 1660.29 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 57°41'11" WEST, A DISTANCE OF 57.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1790.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 11°23'28" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°19'25", A DISTANCE OF 1103.56 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 66°04'03" WEST, A DISTANCE OF 992.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 140.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 210.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°41'21", A DISTANCE OF 90.49 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 140.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 67.00 FEET; THENCE, NORTH 68°28'44" EAST, A DISTANCE OF 40.00 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°41'21", A DISTANCE OF 107.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET; THENCE, NORTH 66°04'03" EAST, A DISTANCE OF 992.14 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1830.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°37'08", A DISTANCE OF 1169.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 101,690 SF, 2.334 ACRES, MORE OR LESS.

DESCRIPTION - OPEN SPACE TRACT O-13:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 3575.33 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 15 NORTH 83°42'39" WEST, A DISTANCE OF 458.87 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 52°23'58" WEST, A DISTANCE OF 53.78 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 98.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 12°57'19" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°12'25", A DISTANCE OF 68.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1790.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'35", A DISTANCE OF 1115.10 FEET; THENCE, NORTH 28°49'34" WEST, A DISTANCE OF 57.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1830.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 16°10'26" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°59'17", A DISTANCE OF 1181.38 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 58.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°25'03", A DISTANCE OF 48.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 156.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°51'47", A DISTANCE OF 26.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 48,817 SF, 1.121 ACRES, MORE OR LESS.

DESCRIPTION - OPEN SPACE TRACT O-14:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 3166.96 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 15 NORTH 83°42'39" WEST, A DISTANCE OF 149.11 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 69°42'13" WEST, A DISTANCE OF 56.57 FEET; THENCE, NORTH 24°42'13" WEST, A DISTANCE OF 284.74 FEET; THENCE, NORTH 20°17'47" EAST, A DISTANCE OF 56.57 FEET; THENCE, SOUTH 24°42'13" EAST, A DISTANCE OF 364.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,989 SF, 0.298 ACRES, MORE OR LESS.

DESCRIPTION - OPEN SPACE TRACT O-15:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTIONS 14 AND 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 06°17'21" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 2165.76 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 15 SOUTH 83°42'39" EAST, A DISTANCE OF 0.69 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 45°35'29" WEST, A DISTANCE OF 56.57 FEET; THENCE, NORTH 00°35'29" WEST, A DISTANCE OF 361.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1790.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°58'40", A DISTANCE OF 374.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 98.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°03'58", A DISTANCE OF 73.66 FEET; THENCE NORTH 73°59'48" EAST, A DISTANCE OF 56.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 156.50 FEET FROM WHICH A RADIAL LINE BEARS NORTH 68°30'29" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°21'23", A DISTANCE OF 36.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°25'03", A DISTANCE OF 48.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1830.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°58'40", A DISTANCE OF 382.57 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 401.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,571 SF, 0.771 ACRES, MORE OR LESS.

DESCRIPTION - OPEN SPACE TRACT O-16:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 14 AND 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 06°17'21" EAST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 893.19 FEET; THENCE DEPARTING SAID LINE SOUTH 83°42'39" EAST, A DISTANCE OF 139.43 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 420.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1002.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'38", A DISTANCE OF 99.87 FEET; THENCE NORTH 06°18'07" WEST, A DISTANCE OF 141.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 998.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'38", A DISTANCE OF 99.47 FEET; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 383.14 FEET; THENCE NORTH 44°24'31" EAST, A DISTANCE OF 56.57 FEET; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 410.62 FEET; THENCE SOUTH 06°18'07" EAST, A DISTANCE OF 301.50 FEET; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 473.25 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 11694.16 FEET, WHERE A RADIAL LINE BEARS SOUTH 00°03'09" EAST; THENCE WESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°13'31", A DISTANCE OF 46.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 51,061 SF, 1.172 ACRES, MORE OR LESS.

DESCRIPTION - ADDITIONAL RIGHT-OF-WAY TRACT R1:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTIONS 9, 10 AND 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 10; THENCE NORTH 02°42'16" EAST, ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 87.40 FEET; THENCE DEPARTING SAID LINE SOUTH 85°15'29" WEST, A DISTANCE OF 58.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°15'29" EAST, A DISTANCE OF 160.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 3920.00 FEET, WHERE A RADIAL LINE BEARS NORTH 85°15'29" EAST; THENCE SOUTHEASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°46'45", A DISTANCE OF 1079.57 FEET; THENCE SOUTH 20°31'16" EAST, A DISTANCE OF 2978.99 FEET; THENCE SOUTH 69°28'44" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 20°31'16" WEST, A DISTANCE OF 2978.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 4080.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°46'45", A DISTANCE OF 1123.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 652,893 SF, 14.988 ACRES, MORE OR LESS.

This instrument prepared by:
Jay Koenigsberg, Esq.
Carlton Fields, P.A.
700 NW 1st Avenue, Suite 1200
Miami, Florida 33136

PARTIAL RELEASE OF CDD ENCUMBRANCES
(Series 2018-1 and Series 2018-2)

This Partial Release of CDD Encumbrances (this "**Partial Release**") is made this ___ day of _____, 2026, by **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, situated entirely within the City of Palm Beach Gardens, Palm Beach County, Florida, whose address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "**District**").

RECITALS

WHEREAS, in connection with the District's issuance of its $31,500,000 Special Assessment Bonds, Series 2018-1 (Assessment Area One Project), $4,700,000 Special Assessment Bonds, Series 2018-2 (Assessment Area One Project), and $18,445,000 Taxable Special Assessment Bonds, Series 2018-2 (Assessment Area One Project) (collectively, the "**Series 2018-1/2 Bonds**"), the following instruments were executed and recorded in the Public Records of Palm Beach County, Florida, encumbering, among other lands, the real property more particularly described on **Exhibit "A"** attached hereto (the "**Release Parcel**"):

(a) Collateral Assignment and Assumption of Development Rights Relating to Avenir, recorded May 24, 2018, in Official Records Book 29877, Page 1068;
(b) Declaration of Consent to Jurisdiction of the Avenir Community Development District (Imposition of Special Assessments, and Imposition of Lien of Record), recorded May 24, 2018, in Official Records Book 29877, Page 1099;
(c) Lien of Record of Avenir Community Development District, recorded May 24, 2018, in Official Records Book 29877, Page 1125; and
(d) True-Up Agreement by and between Avenir Community Development District and Avenir Development, LLC, a Florida limited liability company, recorded May 24, 2018, in Official Records Book 29877, Page 1150

(collectively, the "**CDD Encumbrances**").

WHEREAS, the special assessments levied against the Release Parcel with respect to the Series 2018-1/2 Bonds have been paid in full or provision has been made for such payment; and

WHEREAS, the District desires to release and discharge the Release Parcel from the lien and encumbrance of the CDD Encumbrances, solely to the extent relating to the special assessments securing the Series 2018-1/2 Bonds.

NOW, THEREFORE, the District hereby releases and discharges the Release Parcel from the lien and encumbrance of the CDD Encumbrances, solely with respect to the special assessments securing the Series 2018-1/2 Bonds; **provided, however,** that nothing herein contained shall in any way impair, alter, or diminish (i) the effect, lien, or encumbrance of the CDD Encumbrances on the remaining property described therein not hereby released, (ii) the effect, lien, or encumbrance of the CDD Encumbrances with respect to the District's $11,565,000 Special Assessment Bonds, Series 2018-3 (Clubhouse Project), or any other bonds or special assessments of the District not described herein, or (iii) any of the rights and remedies of the District or the holders thereof with respect to such remaining property or such other bonds or assessments not described therein. Nothing herein shall be construed as a release or discharge of the Release Parcel from any liens or obligation to pay the annual non-ad valorem special assessments levied by the District as part of the approval of the annual District budget pursuant to Sections 190.008 and 190.021, Florida Statutes.

[the remainder of this page is intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the District has executed this Partial Release of CDD Encumbrances as of the date first above written.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

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

Date: August 20, 2026

WITNESSES:

_____
Print Name: Eileen Valdes
Address: 550 Biltmore Way #1110
Coral Gables, FL 33134

_____
Print Name: Michele Ray
Address: 550 Biltmore Way #1110
Coral Gables, FL 33134

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 20 day of August, 2026, by Virginia Cepero, as Chairperson of the Board of Supervisors of AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District. The above-named individual is ☑ personally known to me or ☐ has produced _____ as identification.

_____
Notary Public
Print Name: Eileen Valdes Jimenez
My Commission No.: HH632534
My Commission Expires: January 28, 2029

EILEEN VALDES JIMENEZ
MY COMMISSION # HH 632534
EXPIRES: January 28, 2029

EXHIBIT "A"
DESCRIPTION OF RELEASE PARCEL

A PORTION OF TRACT A, AVENIR TOWN CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 135, PAGE 141, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT A; THENCE S86°53'53"W ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 515.08 FEET; THENCE N00°00'00"E, A DISTANCE OF 209.33 FEET; THENCE S90°00'00"W, A DISTANCE OF 307.68 FEET TO A POINT ON THE WEST LINE OF SAID TRACT A; THENCE N01°33'47"W ALONG SAID WEST LINE, A DISTANCE OF 255.94 FEET TO A POINT OF CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 13°04'58"; THENCE NORTHERLY ALONG SAID WEST LINE AND SAID CURVE A DISTANCE OF 342.50 FEET TO NORTHEAST CORNER OF TRACT RBE2 OF SAID PLAT; THENCE N32°41'02"E ALONG THE NORTHWESTERLY BOUNDARY OF SAID TRACT A, A DISTANCE OF 61.72 FEET TO THE SOUTHEAST CORNER OF TRACT RW1 OF SAID PLAT; THENCE S90°00'00"E, A DISTANCE OF 533.62 FEET; THENCE S00°00'00"E, A DISTANCE OF 172.69 FEET; THENCE N90°00'00"E, A DISTANCE OF 7.33 FEET; THENCE S00°00'00"E, A DISTANCE OF 23.92 FEET; THENCE N90°00'00"E, A DISTANCE OF 13.55 FEET; THENCE S00°00'00"E, A DISTANCE OF 113.65 FEET; THENCE N90°00'00"E, A DISTANCE OF 44.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 8.33 FEET; THENCE S90°00'00"W, A DISTANCE OF 7.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 33.67 FEET; THENCE N90°00'00"E, A DISTANCE OF 264.08 FEET TO A POINT ALONG THE EAST BOUNDARY LINE OF SAID TRACT A; THENCE S00°00'00"E ALONG SAID EAST BOUNDARY, A DISTANCE OF 240.88 FEET TO A CORNER OF SAID TRACT A; THENCE S90°00'00"W ALONG SAID EAST BOUNDARY, A DISTANCE OF 11.74 FEET TO A CORNER; THENCE S00°00'00"W ALONG SAID EAST BOUNDARY, A DISTANCE OF 234.45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF TRACT B, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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This instrument prepared by:
Jay Koenigsberg, Esq.
Carlton Fields, P.A.
700 NW 1st Avenue, Suite 1200
Miami, Florida 33136

PARTIAL RELEASE OF CDD ENCUMBRANCES
(Series 2023 – Town Center Project)

This Partial Release of CDD Encumbrances (this "**Partial Release**") is made this ___ day of _____, 2026, by **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, situated entirely within the City of Palm Beach Gardens, Palm Beach County, Florida, whose address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "**District**").

RECITALS

WHEREAS, in connection with the District's issuance of its $15,000,000 Avenir Community Development District Special Assessment Bonds, Series 2023 (Town Center Project) (the "**Series 2023 Bonds**"), the following instruments were executed and recorded in the Public Records of Palm Beach County, Florida, encumbering, among other lands, the real property more particularly described on **Exhibit "A"** attached hereto (the "**Release Parcel**"):

(a) Collateral Assignment and Assumption of Development Rights Relating to Avenir (Town Center Project), recorded June 15, 2023, in Official Records Book 34377, Page 1373;
(b) Declaration of Consent to Jurisdiction of the Avenir Community Development District (Imposition of Special Assessments, and Imposition of Lien of Record, Town Center Project), recorded June 15, 2023, in Official Records Book 34377, Page 1385;
(c) Lien of Record of Avenir Community Development District (Town Center Project), recorded June 15, 2023, in Official Records Book 34377, Page 1391; and
(d) True-Up Agreement (Town Center Project) by and between Avenir Community Development District and Avenir Development, LLC, a Florida limited liability company, recorded June 15, 2023, in Official Records Book 34377, Page 1396.

(collectively, the "**CDD Encumbrances**").

WHEREAS, the special assessments levied against the Release Parcel with respect to the Series 2023 Bonds have been paid in full or provision has been made for such payment; and

WHEREAS, the District desires to release and discharge the Release Parcel from the lien and encumbrance of the CDD Encumbrances with respect to the special assessments securing the Series 2023 Bonds.

NOW, THEREFORE, the District hereby releases and discharges the Release Parcel from the lien and encumbrance of the CDD Encumbrances with respect to the special assessments securing the Series 2023 Bonds; **provided, however**, that nothing herein contained shall in any way impair, alter, or diminish (i) the effect, lien, or encumbrance of the CDD Encumbrances on the remaining property described therein not hereby released, or (ii) any of the rights and remedies of the District or the holders thereof with respect to such remaining property or any other bonds or assessments of the District not described herein. Nothing herein shall be construed as a release or discharge of the Release Parcel from any liens or obligation to pay the annual non-ad valorem special assessments levied by the District as part of the approval of the annual District budget pursuant to Sections 190.008 and 190.021, Florida Statutes.

[the remainder of this page is intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the District has executed this Partial Release of CDD Encumbrances as of the date first above written.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

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

Date: August 20, 2026

WITNESSES:

Print Name: Eileen Valdes Jimenez
Address: 550 Biltmore Way #1110
Coral Gables, FL 33134

Print Name: Michele J Ray
Address: 550 Biltmore Way #1110
Coral Gables, FL 33134

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20 day of August, 2026, by Virginia Cepero, as Chairperson of the Board of Supervisors of AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District. The above-named individual is ☑ personally known to me or ☐ has produced _____ as identification.

EILEEN VALDES JIMENEZ
MY COMMISSION # HH 632534
EXPIRES: January 28, 2029

Notary Public
Print Name: Eileen Valdes Jimenez
My Commission No.: HH632534
My Commission Expires: January 28, 2029

EXHIBIT "A"

DESCRIPTION OF RELEASE PARCEL

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CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 9th day of July, 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 **AC QUALITY ELECTRIC, LLC**, a Florida corporation, (herein called "Contractor") whose address is 12073 NW 1st Street, Coral Springs, FL, 33071, 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 11 Entry Feature Electrical Work

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 AC

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 **Twenty-Four Thousand Twenty-Five and 00/100 Dollars ($24,025.00)** 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

Owner_____ Contractor AC

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 VC Contractor AC

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

Owner VC Contractor AC

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 VC Contractor AC

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 VC Contractor AC

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 V Contractor AC

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 VC Contractor AC

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 VC Contractor AC

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 C Contractor AC

To Contractor: **AC QUALITY ELECTRIC, LLC**
12073 NW 1st Street
Coral Springs, FL 33071
Attn: Alan Capps, Manager

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 AC

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 VC Contractor AC

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 AC

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 AC

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:

Print Name: Amanda Macke

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: Virginia Cepero
Title: Chairperson, Board of Supervisors
Dated: 7/21/26

CONTRACTOR
AC QUALITY ELECTRIC, LLC, a Florida corporation

By:
Name: Alan Capps
Title: Manager
Dated: 7/27/26

Owner VC Contractor AC

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.

Avenir Community Development District:Avenir:65's Pod 11 Stone Gate:Entry Feature AC Quality Electric proposes to install one - 125 amp rated free standing single phase electrical service to provide power to entry feature located at Pod 11 Stone Gate to provide power to the following: (4) 120volt dedicated gate motor circuits 1 - 120volt GFCI Duplex service outlet 1 - 120volt Fountain bubbler dedicated circuit 1 - 120volt dedicated circuit for water feature circuit 1 1 - 120volt dedicated circuit for water feature circuit 2 1 - Entry monument light outlet 1 - Time clock to control lights 1 - 120volt dedicated circuit to power the FTN lighting circuit Provide power to (4) outdoor wall sconce lights Permit Fee Price is based on FPL feeders up to 50feet away and a charge of $25/ft thereafter. EXCLUSIONS: Road Cutting or Patching Underground Boring Locating any needed sleeves Light fixtures Fountain light transformers Draw Schedule: 10% Slab 70% Rough 20% Final		24,025.00	24,025.00
AC QUALITY ELECTRIC PROUDLY UTILIZES GREEN TECHNOLOGY			
Respectfully submitted by Alan Capps AC Quality Electric, LLC		**Total**	**$24,025.00**

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 AC

ATTACHMENT "B"
SCHEDULE OF VALUE

Draw Schedule:
10% Slab
70% Rough
20% Final

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 11 Stone Gate Entry Feature Architectural Plans Prepared by Pascual, Perez, Kiliddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 10/28/2025 and last revised on 06.03.2026.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 9th day of July, 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 **CJM ROOFING, INC,** a Florida corporation, (herein called "Contractor") whose address is 5401 N Haverhill Road, Suite 103, West Palm Beach, FL 33407, 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 11 Entry Feature Roofing

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 SM

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 **Four Thousand Eight Hundred and 00/100 Dollars ($4,800.00)** 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

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 VC Contractor SM

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

Owner VC Contractor SM

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 VC Contractor SM

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 SM

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 SM

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 SM

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 SM

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 SM

To Contractor: **CJM ROOFING, INC**
5401 North Haverhill Road, Suite 103
West Palm Beach, FL 33407
Attn: Steve Mallek, 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

Owner _____ Contractor SM

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 V Contractor SM

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 V Contractor SM

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 SM

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

Print Name: Eileen Valdés

Print Name:

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: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated: 7/23/26

CONTRACTOR
CJM ROOFING, INC, a Florida corporation

By:
Name: Steve Mallek
Title: President

Dated: 7/24/26

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.

AVENIR COMMUNITY DEVELOPEMENT DISTRICT 550 BILTMORE WAY, SUITE 1110 CORAL GABLES, FL 33134	Project POD 11 ENTRY

Description	Total
CJM ROOFING WILL SUPPLY AND INSTALL THE FOLLOWING AT AVENIR POD 11 ENTRY BUILDING ON SLOPE ROOF... INSTALL WESTLAKE SWIFT ANCHOR NAILABLE BASE SHEET FASTENED 6"O.C. AT THE 4" WIDE SIDE LAPS AND 6"O.C. IN FIVE(5) EQUALLY SPACED ROWS IN THE FIELD USING 1 1/4" RING SHANK ROOFING NAILS AND 1 5/8" TIN CAPS PER LOCAL AND COUNTY REQUIREMENTS INSTALL NEW METAL FLASHINGS, ALL METAL ASSOCIATED WITH ROOF SYSTEM TO BE 26GA. GALVANIZED 3X3 DRIP EDGE, 4X5 WALL FLASHING INSTALL ONE LAYER OF WESTLAKE TILE SEAL PEEL AND STICK TILE UNDERLAYMENT, WHICH HAS A 30YR MANUFACTURERS WARRANTY LOAD AND INSTALL NEW WESTLAKE CEMENT ROOF TILE SAXONY 900 SLATE CHARCOAL BROWN TILE TO BE ATTACHED WITH SCREWS PER LOCAL CODE REQUIREMENTS HIP AND RIDGE TILE TO BE FOAMED TO A HIP AND RIDGE RUNNER, PER LOCAL CODE REQUIREMENTS ALL ROOFING DEBRIS TO BE PLACED IN JOBSITE DUMPSTER PROVIDED BY OTHERS ALL WORK TO BE PERFORMED PER CURRENT BUILDING CODE REQUIREMENTS TOTAL CONTRACT AMOUNT PAYMENT SCHEDULE TO BE MADE AS FOLLOWS 100% AT COMPLETION	4,800.00

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

Draw Schedule:
Completion: 100%

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 11 Stone Gate Entry Feature Architectural Plans Prepared by Pascual, Perez, Kiliddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 10/28/2025 and last revised on 06.03.2026.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 16th day of July, 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 **CONSTRUCTION TRADE PARTNERS, LLC**, a Florida corporation, (herein called "Contractor") whose address is 2442 Metrocentre Boulevard, West Palm Beach, FL, 33407, 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 11 Entry Feature Shell Work

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 VC Contractor ME

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-Nine Thousand Twenty-Two and 00/100 Dollars ($139,022.00)** 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

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 VC Contractor ME

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

Owner VC Contractor ME

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

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: **CONSTRUCTION TRADE PARTNERS, LLC**
2442 Metrocentre Boulevard
West Palm Beach, FL 33407
Attn: Mike Eidelberg, Managing Member

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 ME

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 Valdés

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: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated: 7/23/26

CONTRACTOR
CONSTRUCTION TRADE PARTNERS, LLC, a Florida corporation

Print Name: Betty Castellanos

Print Name: Dailyn Rodriguez

By: Mike Eidelberg
Name: Mike Eidelberg
Title: Managing Member

Dated: August 4, 2026

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.

Item Description	Notes	Yes	No
Foundation & Slab on Grade			
Compacted Building Pad	Soil 2500PSF 98% dry density ASTM D-1557 / 6" Below Lower Level Finished Floor (where applicable)		X
Layout from Engineer corner pins		X	
Excavation and Backfill	Based on compacted building pad at specified elevation	X	
De-Watering	Casual De-Watering included		X
Back-Fill & Compaction	Interior of Building Area Only	X	
Form Material	in accordance with ACI 347	X	
Soil Pretreat / Termite Treatment	Footing and Slab Areas	X	
Footing and Column Pads	Sizes per Plans	X	
Rebar	ASTM A615 Grade 60 (not galvanized)	X	
Rebar Placement Hardware	Chairs, Etc.	X	
Mono Slab	5" Thickness	X	
Visqueen Vapor Barrier	10-MIL	X	
Wire Mesh	ASTM A185 Grade 65 / 6x6-W1.4xW1.4 WWM	X	
Mesh Support	2" Plastic Supports spaced 3'-0" oc each way	X	
Ready-Mix Concrete	3,000 PSI Regular	X	
Concrete Pump		X	
Saw-Cut Slab		X	
Concrete Testing		X	
Chemical Curing Compounds			X
Concrete Wash-Outs			X
Water-Proofing & Sealers			X
Exterior Flatwork, Covered Porch, Drive-thru's A/C Pads			X
			X
CMU Walls / Filled Cells / Bond Beams			
Concrete Block	ASTM C-90 Grade N 2000 PSI		
Bond Beam System	where applicable	X	
Pre-Cast Lintels & Sills	PC-Lintels (where applicable) shall have a 8" nominal bearing / PC-Sills N/A	X	
Mortar	ASTM C-270 Type M. 3/8" Mortar Joints	X	
Sand		X	
8" CMU Reinforcing	Grade 60 "not galvanized"	X	
Horizontal Joint reinforcing	STD 9-gauge ladder-type 16" o.c. max (not HDG)	X	
Rebar	ASTM A615 Grade 60 (not galvanized)	X	
Cast-in-Place (CIP) Window Sills	CIP Window Sills Sized as per plans.	X	
Ready-Mix Concrete	3,000 PSI FSPM & 3000PSI CMU (where applicable).	X	
Concrete Pump		X	
Concrete Testing		X	
Chemical Curing			X
Control/Expansion Joints			X
Concrete Wash-Outs			X
Water-Proofing & Sealers			X
Vent Blocks			X
Scaffolding & Shoring	as well as Temporary Bracing when applicable	X	
CIP Concrete Beams			
Concrete Forms & Shoring			
Rebar	ASTM A615 Grade 60 (not galvanized)	X	
Rebar Placement Hardware	Rebar spacers, slab bolsters, cont. slab chairs., etc.	X	
Structural Steel Columns	*All Structural Steel - By Others*	X	
Ready-Mix Concrete	3,000 PSI		X
Concrete Pump		X	
Concrete Testing		X	
Concrete Wash-Outs			X
			X

Safety Rails	where applicable		X
By Others:		Yes	No
Permits & Fees			X
Compacted Building Pad			X
Surveyor Services			X
Concrete & Soil Testing			X
De-Watering, Erosion Protection & Removal of Spoils			X
Maintenance of Traffic Areas (MOTA)			X
Waterproofing			X
Draft-Stop or Fire-Stop			X
Pre-Fabricated Roof Girders / Trusses			X
All Aluminum Fencing & Gates			X
All Decorative Features Items			X
Stone/Brick Veneer and Pre-Cast Wall Coping Caps			X
All Interior Framing			X
Installation of Metal Door and Storefront Windows			X
Window and Door Bucks			X
Water Feature (Gunnite Pool w/Waterproof Finish) Curtain			X
Exterior Flatwork, Covered Porch, Drive-Thru's A/C Pads			X

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

020 - Sub-Total Stem-Wall Foundation	$ 20,624.82
030 - Sub-Total Stem-Wall Concrete	$ 14,552.05
040 - Sub-Total Slab on Grade	$ 9,781.45
045 - Sub-Total 1st Floor Masonry	$ 17,212.11
050 - Sub-Total Beams & CMG	$ 71,769.47
100 - Roof Carpentry Sub-Total Carpentry	$ 5,082.10
Total =	$ [illegible]

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 11 Stone Gate Entry Feature Architectural Plans Prepared by Pascual, Perez, Kilddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 10/28/2025 and last revised on 06.03.2026.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 13th day of July, 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 **TITAN STONE, LLC,** a Florida corporation, (herein called "Contractor") whose address is 171 NW 16th Street, Pompano Beach, FL 33060, 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 11 Stone Gate Entry Feature Stonework

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 **Forty-Two Thousand, Seven Hundred Sixty-Eight and 00/100 Dollars ($42,768.00)** 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

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 VC Contractor MJ

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 VC Contractor MJ

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: **TITAN STONE, LLC**
171 NW 16th Street
Pompano Beach, FL 33060
Attn: Matthew Teston, General Manager

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:

Print Name: Angela Corby

Print Name: James Blair

OWNER
AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

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

Dated: 7/21/26

CONTRACTOR
TITAN STONE, LLC, a Florida corporation

By:
Name: Matthew Teston
Title: General Manager

Dated: 7/29/26

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.

Scope & General Details For Installation

1	Based on POD 11 documents designer signature dated 26.06.03
2	Module sizes of Oolite will be from suppliers standard sizes, custom size modules are not included.
3	Scope review to ensure work and areas is figured correctly will be required.
4	The design requires tight tolerances by the structural sub contractors that proceed the stone installation. We have assumed that the maximum deviation in the substrate will be 1/4" in 10'-0".
5	Application of Redgard waterproofing to help mitigate efflorescence is included prior to stone veneer installation. This is not applied to act as waterproofing (No warranty).
6	Efflorescence - no warranty or guarantee against it is provided. Titan uses all mitigation efforts on substrate materials and uses premium setting materials. Despite these efforts efflorescence may occur on exterior work due to atmospheric conditions, soluble salts in rain water and other factors beyond our control.
7	Natural stone will be sealed with Sealers Choice Gold.
8	Shop drawings for Titan manufacturing purposes only are included. Patterns to be provided by others.
9	Mutual schedule to be developed.
10	Installation Materials used shall be by Titans preferred manufacturer.
11	Any other work in our trade that is not listed above is excluded.
12	All exterior elements require on going maintained and Titan recommends cleaning all stone and tile 2 times per year and applying sealer 1 time per year.

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

50% Material Deposit upon order (no retainage)	$11,500
50% Material upon receipt at Titan warehouse (no retainage)	$11,500
Shop Drawings and Submittals	$2,200
1st Draw at +/- 50% Complete	$8,800
2nd Draw at 100% Complete	$8,768
	$42,768

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 11 Stone Gate Entry Feature Architectural Plans Prepared by Pascual, Perez, Kiliddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 10/28/2025 and last revised on 06.03.2026.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 14th day of July, 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 **JC IRON ORNAMENTAL WORKS, INC,** a Florida corporation, (herein called "Contractor") whose address is 1395 NW 17th Ave, Delray Beach, FL, 33445, 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 11 Entry Feature Aluminum Signage

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 VC Contractor DV

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 **Seven Thousand Seven Hundred and 00/100 Dollars ($7,700.00**) 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

Owner_____ Contractor DV

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

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

Owner_____ Contractor DV

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

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 DV

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 DV

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 VC Contractor DV

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 DV

To Contractor: **JC IRON ORNAMEMTAL WORKS. INC**
7257 Westport Place, Unit B2
West Palm Beach, FL 33413
Attn: Diego Valencia, Vice 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

Owner_____ Contractor DV

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 DV

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 DV

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: _____

_____

Print Name: Alejandra Gaviria

_____

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: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated: 7/16/26

JC IRON ORNAMENTAL WORKS, INC, a Florida corporation

By: _____
Name: Diego Valencia
Title: Vice President

Dated: 07/23/2026

Owner _____ Contractor DV

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.

Item Description
Entry Aluminum Entry Signage - 2 Pcs - Based on Plans Provided by Customer Breakdown > (2) "Stone Gate" Signs - 10" W x 24" H Material: - 1/4" Sheet Metal - Stainless Steel Spacer - Powder Coated - BM Iron Ore - Stainless Steel Fasteners * Lettering pricing is based on current market rates and is valid for 15 days from the date of this estimate. Due to the nature of the water jet cutting process and material cost fluctuations, pricing is subject to change after this period. A revised quote may be required if approval is received beyond the 15-day window. Custom Color : Benjamin Moore - Iron Ore For Item: Aluminum Entry Signage - 2 Pcs *All Designs and dimensions based on plans provided by customer and made by Pascual Perez Kiliddjian Starr Architects + Planners . Dated: Jun 03, 2026 If actual footage and dimensions vary from what is quoted, price is subject to change. *Total Cost Includes: - Site Measurements - Shop Drawings to be reviewed by customer before fabrication. - All Heavy Duty Hardware - Stainless Steel Fasteners - Heavy Duty Powder Coating - Delivery to site - Installation on site - Permits NOT Included - Engineered Drawings NOT Included - Any Changes made by an engineer may be subject to Upcharge Payment Terms: - 50% Deposit - 50% After Install All of the work is to be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this invoice. All agreements are contingent upon strikes, accidents or delays beyond our control.

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

Payments:
- 50% Deposit
- 50% After Installation

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 11 Stone Gate Entry Feature Architectural Plans Prepared by Pascual, Perez, Kiliddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 10/28/2025 and last revised on 06.03.2026.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 14th day of July, 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 **PROGRESSIVE PLASTERING, INC,** a Florida corporation, (herein called "Contractor") whose address is 3428 SW 15th Street, Deerfield Beach, FL, 33442, 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 11 Entry Feature Stucco Work

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 **Four Thousand Nine Hundred Two and 00/100 Dollars ($4,902.00)** 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

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

Owner VC Contractor

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

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 VC 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 VC 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 VC Contractor ____

To Contractor: **PROGRESSIVE PLASTERING, INC**
3428 SW 15th Street
Deerfield Beach, FL 33442
Attn: John Barnable, Vice President of Business Development

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 VC 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:

OWNER
AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

_____

Print Name: Eileen Valdes

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

Dated: 7/16/24

_____

Print Name: _____

CONTRACTOR
PROGRESSIVE PLASTERING, INC, a Florida corporation

_____

Print Name: John Barnable

By: _____
Name: John Barnable
Title: Vice President of Business Development

Dated: 7/30/26

_____

Print Name: _____

Owner VC 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.

Description	Cost
Application of bonding agent to concrete surfaces Application of Window guard to cover all windows as protection from splatter Installation of wire lath over all exterior plywood & soffits as required per plan Installation of PVC Plaster-stop & cornerbead per plan Installation of PVC Expansion Joints as required per plan Application of 5/8" stucco with a light textured finish All trash and debris to be placed in a contractor designated location Miscellaneous minor punch-out is included All OSHA approved scaffolding & equipment is included	
We propose to complete the above described scope of work for the sum of	4,902.00
Exclusions. Stone locations at sign and basin walls.	

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

Draw Schedule:
Wire Lathe Completion: 45%
Stucco Completion: 45%
Punch Out: 10%

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 11 Stone Gate Entry Feature Architectural Plans Prepared by Pascual, Perez, Kiliddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 10/28/2025 and last revised on 06.03.2026.

MAINTENANCE AGREEMENT
(Avenir – Pod 17)

This Maintenance Agreement (this "Agreement") is made and entered into this 11th day of August, 20264 (the "Effective Date"), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 the "District"); and

AVENIR - POD 17 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, whose address is 105 NE 1st Street, Delray Beach, Florida 33444 (the "Association").

RECITALS:

WHEREAS, the District is a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes;

WHEREAS, the District owns or is responsible for maintaining the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Lake Maintenance Tract") and Exhibit "B" (the "Water Management Tract", and together with the Lake Maintenance Tract, the "District Property");

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Florida law, desires to delegate to the Association certain of its duties to maintain the landscaping improvements and irrigation facilities within the District Property, as more fully described in Exhibit "C" attached hereto and made a part hereof (the "Improvements"), and the Association on behalf of and for the benefit of its members has agreed to provide certain maintenance services with respect to the Improvements pursuant to the terms of this Agreement.

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, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Association's Performance of Maintenance Services

The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be responsible for all costs that are associated with or arise out of, the landscape, irrigation, and maintenance services and materials as

set forth in the attached Exhibit "D" (the "Maintenance Services") for the Improvements within the District Property;

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the Association;

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Palm Beach County, Florida; and (e) City of Palm Beach Gardens, Florida;

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvements or in the real property where each Improvement is located, except to the extent reasonably necessary, on a temporary basis, for the Association to perform its obligations under this Agreement;

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement;

(F) the Association shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget that is adopted in accordance with Chapter 720, Florida Statutes and shall collect said costs from its members pursuant to Chapter 720, Florida Statutes and the Association's governing documents;

(G) the Association shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, "Applicable Laws"), arising in connection with the Association's failure to perform the Maintenance Services in the manner required under this Agreement. Any fines, penalties or other costs imposed against the District for such violations shall immediately be paid by Association within fifteen (15) business days of

Association's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. Association shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to Association's performance of this Agreement, however, the District shall notify the Association of any changes to any Applicable Laws within a reasonable period of time of the District's actual knowledge of such changes;

(H) the Association and its contractors, agents, officers, employees, volunteers, and representatives, shall have the right to access the District Property as reasonably necessary to perform the Association's maintenance obligations pursuant to this Agreement; and

(I) except as specifically provided in this Agreement, Association shall not make any alterations, additions or improvements to the Improvements or the land owned by the District without the prior written consent of District, which shall not be unreasonably withheld, conditioned, or delayed.

3.0 Association's Responsibility for Force Majeure and Acts of the District

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (a) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (b) the acts or omissions of the District or any of its contractors, agents, officers, employees, volunteers, or representatives (an "Excluded Event"). The District shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the Association shall submit written notice to the District regarding any such damage to the Improvements due to the Excluded Event. However, the Association's failure to provide said notice shall not negate the District's responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the Association is delayed in the performance of any obligation under this Agreement that it is otherwise its responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.

4.0 Emergency Intervention by the District

In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by the District in its reasonable discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the Association and if the Association does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Agreement:

(A) the provision of any of the Maintenance Services; and

(B) the removal, modification, relocation, or replacement, as the case may be and in the District's reasonable discretion, of one or more of the Improvements.

Following termination of the emergency event and conclusion of emergency remedial actions, if any, District shall so notify the Association and the Association shall thereupon be obligated to resume the provision of Maintenance Services under this Agreement.

For the purpose of clarity, the Association's failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Agreement.

5.0 Default, Remedies, and District Expenditures.

(A) Default by Association. In addition to any other remedies available in law or equity, and any other rights of the District expressly provided in this Agreement, if the Association should fail, refuse, or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion but with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services. At such time as the District should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from the District, the Association shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the Association's rights to terminate this Agreement in accordance with Section 8.0. Further, in such event, the Association shall reimburse the District for the reasonable out-of-pocket costs incurred by the District in providing such Maintenance Services (the "Reimbursement Payments") until such time as the District's annual budget including funds to provide such Maintenance Services and the levy of non-ad valorem assessments of benefitting lands within the District can be adopted and become effective in accordance with Sections 190.008, 190.021, and 190.022, Florida Statutes. In connection with any request by the District for Reimbursement Payments, the District shall provide to the Association copies of invoices for the Maintenance Services provided by the District and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.

(B) Cure Periods. Before any breach by the Association of its obligations under this Agreement shall constitute a default, the District shall first provide the Association with written notice of such breach and the Association shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the Association has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.

(C) Expenditures by District. Except as expressly provided in Section 5.0(A) above, any costs incurred by the District in performing the Maintenance Services for any reason, shall be borne solely by the District.

(D) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a default by the Association under the Agreement shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Agreement by the District shall be limited to (a) the costs of any actual damage to the District Property or the Improvements resulting from the Association's failure to perform the Maintenance Services in the manner required under this Agreement, (b) any amounts owing in connection with the Association's indemnification obligations, and (c) any enforcement costs due to the District under Section 9.0(H). For the purpose of clarity, in accordance with Section 5.0(C), the District shall not be entitled to any damages for the costs incurred by the District to simply perform the Maintenance Services in lieu of the Association.

6.0 Indemnification.

The Association does hereby indemnify, defend, and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the negligent acts or omissions, gross negligence, or willful misconduct of the Association and its officers, employees, agents, and contractors, in performing the Maintenance Services, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship), and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto; provided, however, it is understood that this section does not require the Association to indemnify, defend, or hold harmless the District to the extent any loss or liability results from or arises out of the acts or omissions of the District (including its contractors, agents, officers, employees, volunteers, or representatives) or any other third party.

7.0 Insurance.

(A) The Association shall individually maintain, and require any contractor hired by the Association to perform the Maintenance Services ("Contractor") to maintain, throughout the term of this Agreement, commercial general liability insurance in with minimum limits of $1,000,000 per occurrence and $1,000,000 general aggregate.

(B) **THE ASSOCIATION AND, IF APPLICABLE, ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM THE MAINTENANCE SERVICES, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT EVIDENCE OF ITS REQUIRED**

COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF ASSOCIATION OR CONTRACTOR, AS THE CASE MAY BE.

(C) In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, the Association or Contractor (as applicable) shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. Association and Contractor shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

(D) District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Association's or Contractor's interest or liabilities, but are merely minimum requirements established by the District Manager. District reserves the right to reasonably require other insurance coverages that District deems necessary depending upon the risk of loss and exposure to liability.

(E) Insurance companies selected must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District.

(F) The required insurance coverage shall be issued by an insurance company authorized an licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

(G) Such insurance policy shall include a waiver of subrogation endorsement if available at a commercially reasonable cost.

8.0 Term of Agreement.

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on October 1st of said 5th year, unless the Association provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, either party may, in its sole discretion, terminate this Agreement at any time (including at any time during which the Association may be in default under this

Agreement) for any reason or no reason by providing at least sixty (60) days written notice to the other party of its intent to terminate this Agreement pursuant to this provision.

9.0 Miscellaneous Provisions.

(A) Time of the Essence: Time is of the essence with respect to this Agreement.

(B) Notices: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) 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:

AS TO THE DISTRICT: Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

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

AS TO THE ASSOCIATION: Avenir - Pod 17 Neighborhood Association, Inc.
105 NE 1st Street
Delray Beach, Florida 33444

With a copy to: Shuffield, Lowman & Wilson, P.A.
Attention: Scott A. Cookson, Esq.
1000 Legion Place, Suite 1700
Orlando, Florida 32801

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

(C) Entire Agreement: 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. This Agreement contains the entire understanding between District and the Association 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.

(D) Amendment and Waiver: This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

(E) **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.

(F) **Controlling Law:** This Agreement shall be construed under the laws of the State of Florida.

(G) **Authority:** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

(H) **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.

(I) **Successors and Assignment:** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Association and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld. Nothing contained herein shall prohibit the Association from delegating its obligations under this Agreement to a Contractor(s), which may be done by the Association in its sole discretion and without prior notice or approval.

(J) **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

(K) **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.

(L) **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 or performance herein contemplated.

(M) Construction of Terms: Whenever used, the singular number shall include the plural, the plural the singular; and 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.

(N) 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.

(O) Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument. The signatures of all of the parties need not appear on the same counterpart, and electronic delivery of an executed counterpart signature page in "PDF" format shall be effective for binding the District and the Association to this Agreement.

(P) Records:

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

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

SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922
EMAIL: JPIERMAN@SDSINC.ORG

[SIGNATURE PAGES FOLLOW]

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

ATTEST:

_____
Secretary/Assistant Secretary

DISTRICT:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Palm Beach Gardens, Florida

By:_____
Name: Rosa Eckstein Schechter
Title: Vice Chairperson of CDD

Date: August __, 2026

[Signature Page to Maintenance Agreement – Pod 17]

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

ASSOCIATION:

AVENIR – POD 17 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit

By:_____
Name: Rosa Eckstein Schechter
Title: Vice President Director

Date: August __, 2026

[Signature Page to Maintenance Agreement – Pod 17]

EXHIBIT “A”

DESCRIPTION OF DISTRICT PROPERTY

Tract LM1 and Tract LM2, of AVENIR - POD 17, according to the Plat thereof as recorded in Plat Book 141, Page(s) 112, of the Public Records of Palm Beach County, Florida.

EXHIBIT “B”

WATER MANAGEMENT TRACT

Tract W1 and Tract W2, of AVENIR - POD 17, according to the Plat thereof as recorded in Plat Book 141, Page(s) 112, of the Public Records of Palm Beach County, Florida.

EXHIBIT "C"

DESCRIPTION OF IMPROVEMENTS

All non-littoral, above-water landscaping located on, over or within the Lake Maintenance Tract and the Water Management Tract (including but not limited to trees, bushes, shrubs, sod, mulch, and mulched areas) as well as the irrigation lines, pumps, timers, and other facilities servicing such landscaping. For clarity, the "Improvements" shall not include (a) any littoral trees or plantings, whether located within water or on dry land; (b) any drainage improvements; or (c) the lake fountain(s) or any improvements associated therewith.

EXHIBIT "D"

DESCRIPTION OF MAINTENANCE SERVICES

1. The provision of fertilizer, edging, mowing, trimming, thinning, weeding and pesticide treatment services as may be reasonably necessary and appropriate for the non-littoral landscape Improvements (including but not limited to trees, shrubs and ground cover if applicable) together with their replacement with comparable new plantings and suitable landscaping if diseased, dying or dead.

2. The eradication of exotic and pest trees, shrubs and plants from non-littoral areas, including herbicide application and/or manual removal, provided effective and environmentally safe herbicides and application techniques shall be used as are customary in the industry, and shall be performed in such a manner as to protect non-target areas and the public.

3. The provision of maintenance, repair and/or replacement services for any landscape related irrigation system components, including but not limited to sprinkler heads, wiring and controllers, piping and valves.

4. The provision of all personnel and equipment necessary in order to provide the herein described Maintenance Services. District has the right to inspect and reasonably approve all equipment that will be used in this work.

5. Remove and properly dispose all weeds, unwanted rocks, paper, trash and other debris from the Lake Maintenance Tract and the Water Management Tract to the water's edge. For the purpose of clarity, the Maintenance Services shall not include (i) any debris removal, demucking, or aquatic weed control with respect to the Water Management Tract, (ii) the maintenance, repair, and/or replacement of any fountains in the Water Management Tract, or (iii) the integrity of any lake banks/bed.

6. Remove and properly dispose of all cuttings, clippings, and other debris from the Lake Maintenance Tract and the Water Management Tract while work is being performed, ensuring as reasonably practicable that such cuttings, and clippings, and other debris are kept out of the water within the Water Management Tract.

7. Trim low branches and suckers from non-littoral trees (if any) 1 time per month.

8. Mulch to be installed as needed.

9. All non-littoral trees (if any) will be trimmed to a height of twelve feet and are to be kept in a neat and healthy manner to promote growth. All dead, hazardous and troublesome branches will be trimmed on all trees as needed and/or whenever reported to or noted by personnel.

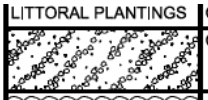
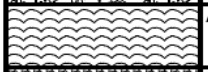
10. All non-littoral palms and trees (if any) over ten feet in height to be trimmed and pruned once annually.

11. Regularly inspect irrigation facilities to ensure compliance with applicable water restrictions imposed or enacted by the South Florida Water Management District, Palm Beach County, the

City of Palm Beach Gardens, or any other government entity or agency having jurisdiction thereof.

For the purpose of clarity, below is a list of the littoral trees and plantings for the District Property provided under Avenir Landscape Plan - #1 prepared by Urban Design Kilday Studios under Project No. 12-065.0003. The District shall remain solely responsible for the proper care, trimming, treatment, and replacement of the littoral trees and plantings within the District Property, whether located within water or on dry land.

LITTORAL TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME				
	AR-L	17	Acer rubrum / Red Maple Container Grown, 9' OA Ht. Min. x 2.5`-3' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	85.0
	AR-M	20	Acer rubrum / Red Maple Container Grown, 7` OA Ht. Min. x 2`-2.5' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	100.0
	AR-S	28	Acer rubrum / Red Maple Container Grown, 5` OA Ht. Min. x 1.5`-2' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	140.0
	TD-L	16	Taxodium distichum / Bald Cypress Container Grown, 9' OA Ht. Min. x 2.5`-3' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	80.0
	TD-M	18	Taxodium distichum / Bald Cypress Container Grown, 7` OA Ht. Min. x 2`-2.5' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	90.0
	TD-S	29	Taxodium distichum / Bald Cypress Container Grown, 5' OA Ht. Min. x 1.5`-2' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	145.0

LITTORAL PLANTINGS	CODE	QTY	BOTANICAL NAME / COMMON NAME				
	CAN	648	Canna flaccida / Yellow Canna Bare Root, 10" Ht. x 6" Spr. 24" O.C.	N	N	1	648.0
	AME	664	Crinum americanum / Swamp Lily Bare Root, 10" Ht. x 6 " Spr., 24" O.C.	N	N	1	664.0
	ELE	2,063	Eleocharis interstincta / Jointed Spikerush Bare Root, 10" Ht. x 6" Spr. 24" O.C.	N	N	1	2063.0
	PON	671	Pontederia cordata / Pickerel Weed 4" Pot, 10" Ht. x 6" Spr., 24" O.C., Fully rooted plants	N	N	1	671.0

Instrument Prepared By and Return to:

Tyrone T. Bongard, Esq.
Gunster, Yoakley, & Stewart, P.A.
777 South Flagler Drive, Suite 500
West Palm Beach, Florida 33401

_____Space Above this Line for Recording Data_____

LANDSCAPE MAINTENANCE EASEMENT AGREEMENT

[AVENIR – POD 17]

THIS LANDSCAPE MAINTENANCE EASEMENT AGREEMENT (this "**Easement**"), made this 11th day of August, 2026 (the "**Effective Date**"), between **AVENIR – POD 17 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 ("**Grantor**") and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 ("**CDD**").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of real property situate in Palm Beach County, Florida, which property is more particularly described as:

> Tract O-15, Tract O-25, and Tract O-29, of AVENIR - POD 17, according to the Plat thereof as recorded in Plat Book 141, Page(s) 112, of the Public Records of Palm Beach County, Florida (the "**Easement Area**");

WHEREAS, the Easement Area is located within the jurisdictional boundaries of the CDD and the CDD desires an easement over the Easement Area, as the intent of the parties is for the Grantor to install or have installed the Improvements, as later defined, at Grantor's sole cost and expense, and upon completion of the Improvements, for the CDD to provide for the regular and routine Maintenance Services, as later defined, of said Improvements utilizing funds collected from the assessable lands within the CDD for purposes of the operation and maintenance of the CDD; and

WHEREAS, Grantor is willing to grant such easement upon and subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other contained herein and other good and valuable considerations, Grantor and CDD hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easement**. Grantor does hereby grant unto the CDD a non-exclusive easement over the Easement Area to repair, maintain, and replace the landscape improvements including but not limited to, trees, bushes, flowers, plantings, sod, ground cover, and irrigation systems (including irrigation lines, facilities, pumps and timers) appurtenant thereto (hereinafter the "**Improvements**") contained in the Easement Area. The Improvements shall be deemed to

include the façade (but not structure) of the side of the buffer walls constructed (or to be constructed) upon or adjacent to each Easement Area that is facing exterior to the residential subdivision adjacent to such walls. Grantor hereby reserves all rights of ownership in and to the Easement Area that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Area and the right to use the Easement Area for all uses not interfering with the uses permitted under this Easement.

3. **Maintenance Responsibility**.

a. CDD shall maintain, repair, and replace the Improvements within the Easement Area, at its sole cost and expense, in a manner consistent with its maintenance of similar improvements throughout the jurisdictional boundaries of the CDD. Such maintenance shall include the services specified in Exhibit "A" attached hereto (the "**Maintenance Services**"). To the extent permitted by law, CDD shall defend, indemnify and hold Grantor harmless from any loss, liability, damages, injuries and claims as to foregoing, whether as to person or property, arising from the acts and omissions of CDD on and with respect to the Easement Area, and such indemnification obligations shall survive the termination of this Easement.

b. The Maintenance Services shall be provided by the CDD in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the CDD shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the CDD.

c. The Maintenance Services shall be provided by the CDD in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions.

d. The Maintenance Services shall be provided by the CDD without interfering in any way with or encumbering the use, ownership, or other right or interest of any party in the Improvements or in the Easement Area, except to the extent reasonably necessary, on a temporary basis, for the CDD to perform its obligations under this Easement.

e. The CDD shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the CDD may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Easement.

f. The CDD shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget and levy non-ad valorem assessments against the owners of the benefitting lands within the CDD.

g. The CDD shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration

over landscaping materials and irrigation facilities constituting the Improvements (collectively, "**Applicable Laws**"), arising in connection with the CDD's failure to perform the Maintenance Services in the manner required under this Easement. Any fines, penalties or other costs imposed against the Grantor for such violations shall immediately be paid by the CDD within fifteen (15) business days of the CDD's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. The CDD shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to the CDD's performance of its obligations under this Easement, however, Grantor shall notify the CDD of any changes to any Applicable Laws within a reasonable period of time of the Grantor's actual knowledge of such changes.

4. **Excluded Events**. The Maintenance Services to be performed by the CDD shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (i) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (ii) the acts or omissions of Grantor or any of its contractors, agents, officers, employees, volunteers, or representatives (an "**Excluded Event**"). Grantor shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the CDD shall submit written notice to Grantor regarding any such damage to the Improvements due to the Excluded Event. However, the CDD's failure to provide said notice shall not negate Grantor's responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the CDD is delayed in the performance of any obligation under this Easement that it is otherwise responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.

5. **Emergency Intervention by Grantor**. In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by Grantor in its reasonable discretion, and regardless of any language in this Easement to the contrary or any language in any contract or arrangement that the CDD may have with third parties concerning the Maintenance Services for the Improvements, Grantor reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the CDD and if the CDD does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Easement: (a) the provision of any of the Maintenance Services and (b) the removal, modification, relocation, or replacement, as the case may be and in Grantor's reasonable discretion, of one or more of the Improvements. Following termination of the emergency event and conclusion of emergency remedial actions, if any, Grantor shall so notify the CDD and the CDD shall thereupon be obligated to resume the provision of Maintenance Services under this Easement. For the purpose of clarity, the CDD's failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Easement.

6. **Binding Effect**. This Easement shall be and constitutes a covenant running with the Easement Area, and shall inure to the benefit of, and be binding upon, the parties hereto and on Grantor's successors in title to the Easement Area.
7.

8. **Default**.

a. In addition to any other remedies available in law or equity, and any other rights of Grantor expressly provided in this Easement, if the CDD should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from Grantor, then in that event Grantor, at its sole discretion and with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements, or (ii) remove, modify, relocate, or replace, as the case may be and in the Grantor's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services, or (iii) terminate this Easement by providing written notice to the CDD and recording a termination of this Easement executed solely by Grantor in the Public Records of Palm Beach County, Florida. At such time as Grantor should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from Grantor, the CDD shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the CDD may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the either parties' rights to terminate this Easement in accordance with Section 8. Further, in such event, the CDD shall reimburse Grantor for the reasonable out-of-pocket costs incurred by the Grantor in providing such Maintenance Services (the "**Reimbursement Payments**") until such time as this Easement has been terminated (such obligation shall survive the termination of this Easement). In connection with any request by Grantor for Reimbursement Payments, Grantor shall provide to the CDD copies of invoices for the Maintenance Services provided by Grantor and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.

b. Before any breach by the CDD of its obligations under this Easement shall constitute a default, Grantor shall first provide the CDD with written notice of such breach and the CDD shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the CDD has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.

c. Except as expressly provided in Section 7(a) above, any costs incurred by Grantor in performing the Maintenance Services for any reason, shall be borne solely by Grantor.

d. At the sole discretion of Grantor, a default by the CDD under this Easement shall entitle Grantor to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the CDD's default under this Easement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the Grantor shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the CDD's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Easement by Grantor shall be limited to (a) the costs of any actual damage to the Easement Area or the Improvements resulting from the CDD's failure to perform the Maintenance Services in the manner required under this Easement, (b) any amounts owing in connection with the CDD's indemnification obligations, and (c) any enforcement costs due to Grantor under Section 12(f). For the

purpose of clarity, in accordance with Section 5(c), Grantor shall not be entitled to any damages for the costs incurred by Grantor to simply perform the Maintenance Services in lieu of the CDD.

9. **Term of Agreement**. This Easement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Easement, the term of this Easement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date. This Easement shall automatically renew for additional five years, commencing at 12:01 a.m. on October 1st of the that year, unless the CDD provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the CDD intends not to renew for an additional term. In addition to the rights and methods of termination established pursuant to any other provision of this Easement, either the Grantor or the CDD may terminate this Easement at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the other party of its intent to terminate this Easement pursuant to this provision. Any termination of this Easement shall be evidenced by a termination executed by the CDD and the Grantor and recorded in the Public Records of Palm Beach County, Florida. Upon any such termination, each party agrees to reasonably cooperate with the other party in connection with the recording of an instrument evidencing the termination of this Easement.

10. **Insurance**. The CDD shall individually maintain, and require any contractor hired by the CDD to perform the Maintenance Services to maintain, throughout the term of this Easement, commercial general liability insurance in with minimum limits of $1,000,000 per occurrence and $1,000,000 general aggregate.

11. **Amendment**. This Easement may only be amended by a written amendment duly executed by the Grantor and the CDD, or their successors and assigns, and recorded in the Public Records of Palm Beach County, Florida.

12. **Authority**. Each of Grantor and CDD does hereby warrant that this document has been duly executed.

13. **Miscellaneous**.

    a. CDD's use of the Easement Area shall be in conformity with safe practices and shall at all times be in compliance with all local, state and federal laws, statutes, rules and regulations, including, without limitation, as to environmental matters.

    b. The Easement granted hereunder is subject to all matters of record and those matters that a personal inspection or an accurate survey of the Easement Area would reveal. Grantor does not make any representation or warranty, express or implied, with respect to the Easement Area, including, without limitation, as to fitness for a particular purpose, design or conditions, compliance with laws, absence of defect, whether patent or latent, or the existence of any hazardous substance. CDD acknowledges that it has inspected the Easement Area to the extent it deems necessary and has found the Easement Area satisfactory in all respects.

    c. CDD shall not commit or suffer to be committed any waste or nuisance upon the Easement Area and shall take such action necessary to terminate any nuisance or waste, except CDD shall not be liable to take such action to terminate any nuisance or waste to the extent an act or omission of Grantor is a substantial factor in the causation of such nuisance or waste.

d. This Easement shall be governed by the laws of the State of Florida without giving effect to it conflict of laws principles. Venue and jurisdiction for any dispute arising under this Easement shall be exclusively in the courts located in Palm Beach County, Florida.

e. All notices under this Easement shall be in writing and shall be sufficiently made or given only when delivered in person, sent by recognized overnight courier, or mailed by certified mail, return receipt requested, to the party's address provided in the initial paragraph to this Easement. Notice given by hand delivery shall be deemed received on the date delivered if delivered on a business day during business hours, otherwise it shall be deemed delivered on the next business day. Notice given by certified mail, return receipt requested, postage pre-paid, shall be deemed delivered three days following the date mailed. Notice sent by nationally recognized overnight courier (such as Federal Express) with request for next business day delivery, shall be deemed received on the next business day. Any notice refused shall be deemed to be accepted on the earlier of the time frame set forth in this notice provision or when actually refused. Grantor and Grantee may modify their respective notice address by providing ten (10) days' prior written notice to the other.

f. In the event that either party is required to enforce this Easement 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.

g. Nothing contained in this Easement shall be deemed a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

[SIGNATURE PAGES FOLLOW]

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

Signed, sealed and delivered
In the presence of:

AVENIR – POD 17 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit

Witness sign:_____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Name: Rosa Eckstein Schechter
Title: Vice President Director

Witness sign:_____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 August, 2026, by Rosa Eckstein Schechter, the Vice President Director of **AVENIR – POD 17 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, who ☒ is personally known to me or who ☐ has produced _____ as identification.

_____
Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Seal:_____

[Signature Page to Landscape Easement – Pod 17]

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

Signed, sealed and delivered
In the presence of:

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

Witness sign:_____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Name: Rosa Eckstein Schechter
Title: Vice Chairperson

Witness sign:_____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 August, 2026, by Rosa Eckstein Schechter, as Vice Chairperson of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who ☒ is personally known to me or who ☐ has produced _____ as identification.

_____
Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Seal:_____

[Signature Page to Landscape Easement – Pod 17]

EXHIBIT "A"

Maintenance Services

1. The provision of fertilizer, edging, mowing, trimming, thinning, weeding and pesticide treatment services as may be reasonably necessary and appropriate for the Improvements (including but not limited to trees, shrubs and ground cover) together with their replacement with comparable new plantings and suitable landscaping if diseased, dying or dead.

2. The eradication of exotic and pest trees, shrubs and plants including herbicide application and/or manual removal, provided effective and environmentally safe herbicides and application techniques shall be used as are customary in the industry, and shall be performed in such a manner as to protect non-target areas and the public.

3. The provision of maintenance, repair and/or replacement services for any landscape related irrigation system components, including but not limited to sprinkler heads, wiring and controllers, piping and valves.

4. The provision of all personnel and equipment necessary in order to provide the herein described Maintenance Services.

5. Remove and properly dispose all weeds, unwanted rocks, paper, trash and other debris from these areas.

6. Remove and properly dispose of all cuttings, clippings, and other debris from the premises while work is being performed.

7. Trim low branches and suckers from trees 1 time per month.

8. Mulch to be installed as needed.

9. All trees will be trimmed and are to be kept in a neat and healthy manner to promote growth. All dead, hazardous and troublesome branches will be trimmed on all trees as needed and/or whenever reported to or noted by personnel.

10. All palms and trees over ten feet in height to be trimmed and pruned once annually.

11. Regularly inspect irrigation facilities to ensure compliance with applicable water restrictions imposed or enacted by the South Florida Water Management District, Palm Beach County, the City of Palm Beach Gardens, or any other government entity or agency having jurisdiction thereof.

This Instrument Prepared by
and to be Returned to:

Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Dr., Suite 500
West Palm Beach, Florida 33401

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LAKE INTERCONNECT EASEMENT

[AVENIR – POD 17]

THIS LAKE INTERCONNECT EASEMENT (this "**Easement**") is entered into as of the 11th day of August, 2026, (the "**Effective Date**") by and between **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company ("**Avenir**"), whose mailing address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "**District**") whose mailing address is c/o Special District Services, 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410. Avenir and the District are hereinafter referred to collectively as the "**Parties**", and each individually is a "**Party**".

W I T N E S S E T H:

WHEREAS, Avenir is the owner of certain real property located in Palm Beach County, Florida, the legal description of which is set forth in **Exhibit "A"** attached hereto (the "**Easement Premises**");

WHEREAS, the District has ownership of, or maintenance responsibility with respect to, certain water management tracts legally described as Tract W1 and Tract W2, of AVENIR - POD 17, according to the Plat thereof as recorded in Plat Book 141, Page(s) 112, of the Public Records of Palm Beach County, Florida (the "**Lake Areas**"); and

WHEREAS, Avenir desires to grant the District an easement over the Easement Premises for the placement of drainage pipes and related facilities to connect the Lake Areas.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Easement and made a part hereof.

2. **Grant of Easement.** Avenir hereby grants to the District, its agents, employees and invitees, a perpetual easement over, under, across, and through the Easement Premises for the purposes of construction, installation, maintenance, operation, repair, and replacement of drainage pipes and related facilities and equipment (collectively, the "**Drainage Facilities**") to connect the Lake Areas.

3. **Term**. This Easement shall be perpetual unless earlier terminated by written instrument signed by each Party and recorded in the Public Records of Palm Beach County, Florida.

4. **Maintenance and Repair.** The District shall, at its sole cost and expense, maintain all of the Drainage Facilities located within the Easement Premises in good order and repair; provided, however, any damage caused to the Drainage Facilities by Avenir shall be repaired by Avenir, at its sole cost and expense. Except with respect to the Drainage Facilities, the Easement Premises shall be maintained by Avenir, at its sole cost and expense, in a clean, well-kept condition; provided, however, any damage caused to the Easement Premises by the District shall be repaired by the District, at its sole cost and expense. All such maintenance and repair shall be performed in a good and workmanlike manner, in accordance with all applicable governmental laws and regulations, and in a manner so as to minimize disruption of use of the properties by their respective owners.

5. **Indemnification**. The District hereby agrees, to the extent allowed by law, to indemnify and hold Avenir and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys' fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with, the District's use of this Easement. This provision shall survive the termination of this Easement.

6. **No Interference**. The District agrees to exercise the rights granted under this Easement in such a manner as to not interfere with Avenir's use of the Easement Premises.

7. **Rights Reserved**. Avenir hereby reserves all rights of ownership in and to the Easement Premises that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Premises and the right to use the Easement Premises for all uses not interfering with the uses permitted under this Easement.

8. **Parties Bound by this Easement.** This Easement shall be binding upon and shall inure to the benefit of Avenir and the District, together with their respective successors and assigns, and shall be deemed perpetual covenants that run with the land.

9. **Amendment.** Any amendment of this Easement shall be binding only if evidenced in a written instrument signed by each Party and recorded in the Public Records.

10. **Enforcement.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appellate and mediation.

11. **Governing Law and Venue.** The terms of this Easement shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

12. **Notices.** Any notice provided for or concerning this instrument shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each Party as set forth at the beginning of this Easement or at any subsequent address for either of the Parties or their successors and assigns following notice of an address change.

13. **Counterparts**. This Easement may be executed in counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Easement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages.

14. **No Dedication**. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

15. **Sovereign Immunity**. Nothing herein shall be interpreted or construed as a waiver of the protections, immunities, or limitations of liability afforded the District pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

[Signature pages follow]

IN WITNESS WHEREOF, Avenir has signed and sealed this instrument as of the day and year set forth above.

Signed, sealed and delivered
in the presence of:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Witness sign:_____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Name: Rosa Eckstein Schechter
Title: Vice President

Witness sign:_____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 August, 2026, by Rosa Eckstein Schechter, Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company, who:
☒ is personally known to me or
☐ has produced _____ as identification.

_____
Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Seal:_____

[Signature Page to Lake Interconnect Easement – Pod 17]

IN WITNESS WHEREOF, the District has signed and sealed this instrument as of the day and year set forth above.

Signed, sealed and delivered
in the presence of:

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

Witness sign:_____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Name: Rosa Eckstein Schechter
Title: Vice Chairperson, Board of Supervisors

Witness sign:_____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 August, 2026, by Rosa Eckstein Schechter, as Vice Chairperson of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who ☒ is personally known to me or who ☐ has produced _____ as identification.

_____
Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Stamp/Seal:_____

[Signature Page to Lake Interconnect Easement – Pod 17]

EXHIBIT "A"

Easement Premises

[See attached]

\

EXHIBIT "A"

DESCRIPTION:

BEING A PORTION OF TRACT O–25, AVENIR – POD 17, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 141, PAGES 112 THROUGH 120 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF TRACT RBE5, AVENIR – POD 15, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGES 179 THROUGH 195 OF SAID PUBLIC RECORDS; THENCE ALONG THE EAST LINE OF SAID TRACT O–25, S00°00'00"E, A DISTANCE OF 90.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE OF TRACT O–25, S00°00'00"E, A DISTANCE OF 30.00 FEET; THENCE N90°00'00"W, A DISTANCE OF 15.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACT O–25; THENCE ALONG SAID WEST LINE OF TRACT O–25, N00°00'00"E, A DISTANCE OF 30.00 FEET; THENCE N90°00'00"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 450 SQUARE FEET OR 0.0103 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. SKETCH AND 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 AND 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, FOR RIGHTS–OF–WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S00°00'00"E, ALONG THE EAST LINE OF TRACT O–25, AVENIR – POD 17, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 141, PAGES 112 THROUGH 120 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 AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 04, 2026. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J–17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

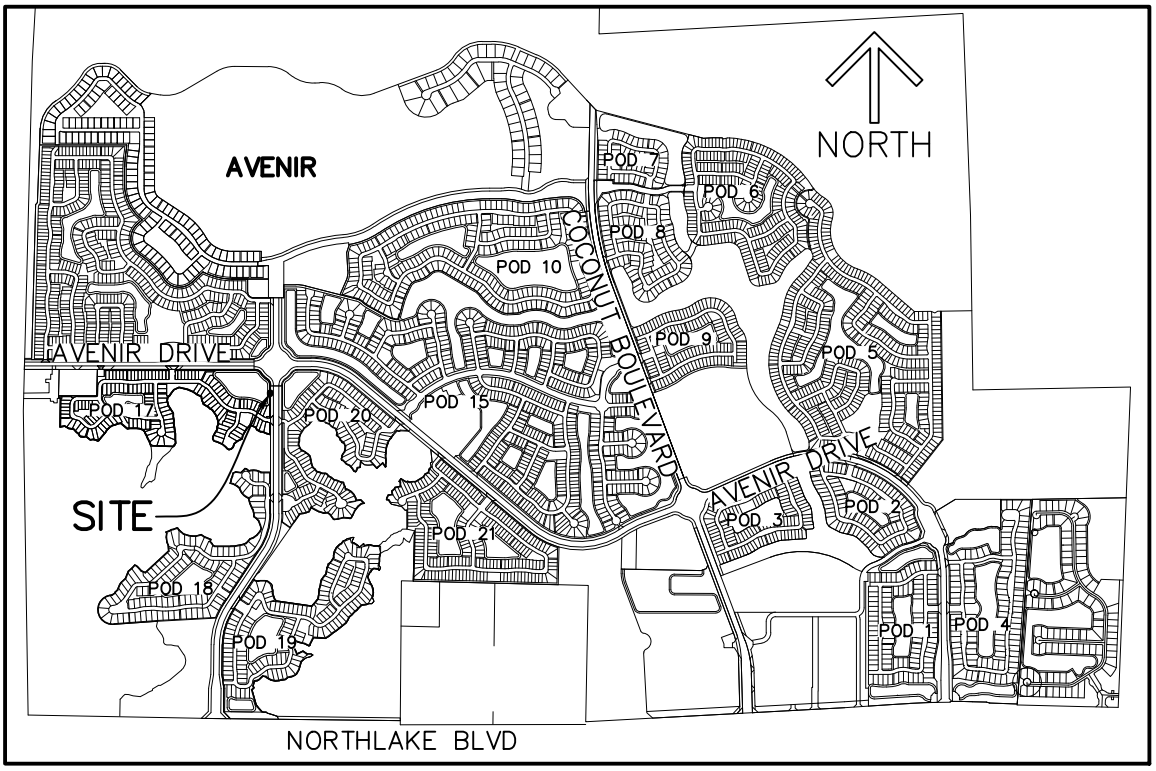
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)–392–1991 / FAX (561)–750–1452

AVENIR – POD 17
INTERCONNECT EASEMENT (TRACT O–25)
SKETCH AND DESCRIPTION

DAVID P. LINDLEY
PROFESSIONAL LAND SURVEYOR NO. 5005
STATE OF FLORIDA
LB 3591

DATE	8–04–2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	7955-Inter-A17-0

EXHIBIT "A"



LOCATION MAP
(NOT TO SCALE)

LEGEND/ABBREVIATIONS

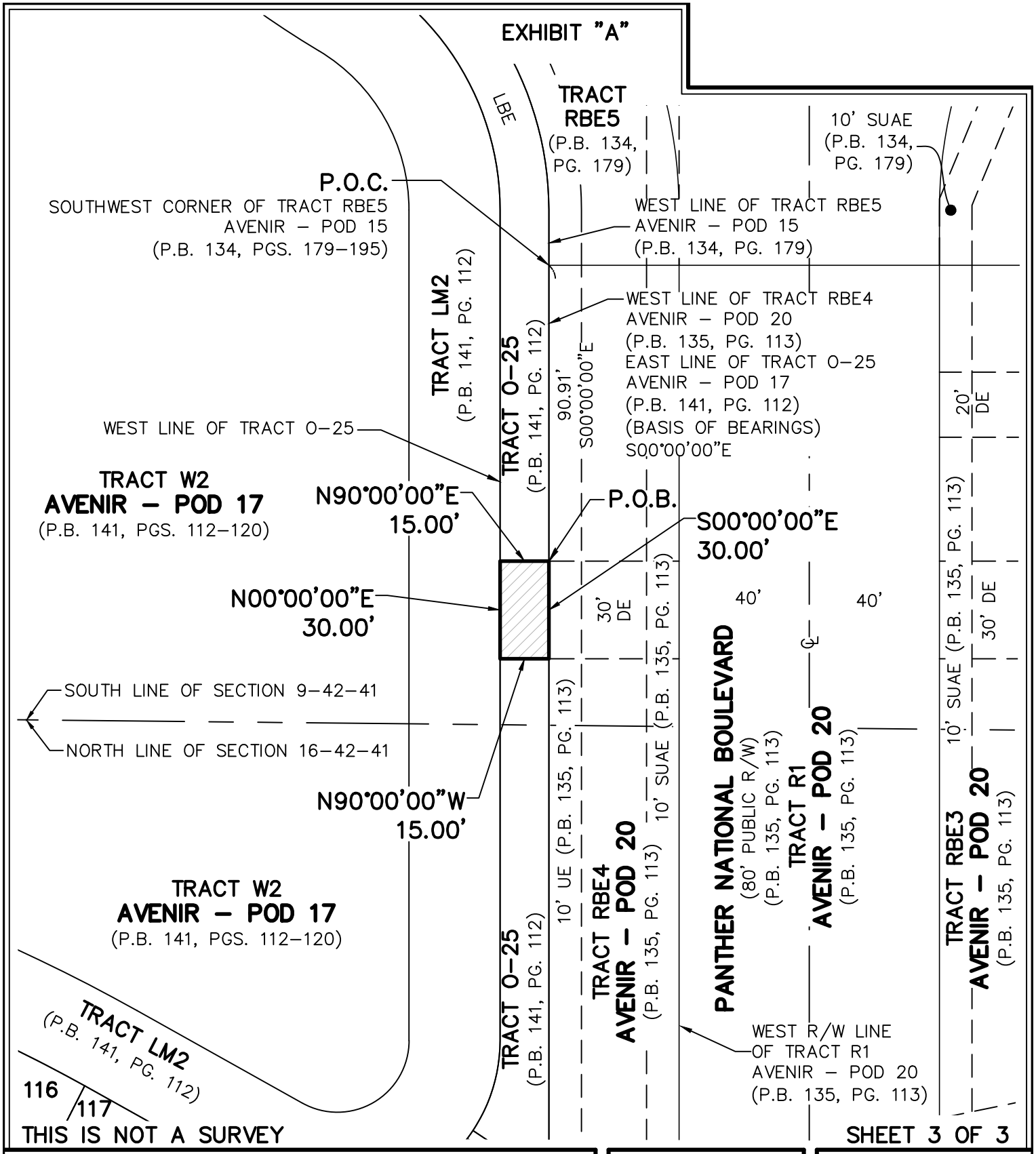
℄	– CENTERLINE
DE	– DRAINAGE EASEMENT
LB	– LICENSED BUSINESS
LBE	– LANDSCAPE BUFFER EASEMENT
P.O.C.	– POINT OF COMMENCEMENT
P.O.B.	– POINT OF BEGINNING
PB	– PLAT BOOK
PG(S).	– PAGE(S)
R/W	– RIGHT–OF–WAY
SUAE	– SEACOAST UTILITY AUTHORITY EASEMENT
UE	– UTILITY EASEMENT
9–42–41	– SECTION 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST
16–42–41	– SECTION 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST

THIS IS NOT A SURVEY

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 17
INTERCONNECT EASEMENT (TRACT O–25)
SKETCH AND DESCRIPTION

DATE	8–04–2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	7955–Inter–A17–0



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

NORTH
0 20' 40'
1 INCH = 40 FEET

DATE	8–04–2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=40'
JOB NO.	7955-Inter-A17-0

AVENIR – POD 17
INTERCONNECT EASEMENT (TRACT O–25)
SKETCH AND DESCRIPTION

EXHIBIT "A"

DESCRIPTION:

BEING A PORTION OF TRACT O-8, TRACT O-18, TRACT O-22, TRACT PARK-1 AND TRACT R1, AVENIR - POD 17, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 141, PAGES 112 THROUGH 120 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 102, AS SHOWN ON SAID AVENIR - POD 17; THENCE ALONG THE SOUTH LINE OF SAID TRACT O-22, THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE N90°00'00"W, A DISTANCE OF 110.45 FEET; THENCE S25°42'17"W, A DISTANCE OF 182.96 FEET; THENCE S86°18'47"W, A DISTANCE OF 60.35 FEET; THENCE S15°25'21"W, A DISTANCE OF 46.62 FEET; THENCE S66°30'00"W, A DISTANCE OF 87.24 FEET; THENCE N75°15'17"W, A DISTANCE OF 104.53 FEET; THENCE N84°41'46"W, A DISTANCE OF 93.50 FEET; THENCE S53°33'08"W, A DISTANCE OF 173.01 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT O-8; THENCE ALONG SAID PROLONGATED LINE AND ALONG SAID SOUTH LINE OF TRACT O-8, N90°00'00"W, A DISTANCE OF 134.94 FEET; THENCE S84°53'52"W, A DISTANCE OF 56.22 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID TRACT O-18; THENCE ALONG SAID SOUTH LINE OF TRACT O-18, THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE N90°00'00"W, A DISTANCE OF 126.68 FEET; THENCE S43°25'31"W, A DISTANCE OF 18.30 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF TRACT LM1, AS SHOWN ON SAID AVENIR - POD 17; SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S57°43'58"W, A RADIAL DISTANCE OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC AND ALONG SAID EAST LINE OF TRACT LM1, THROUGH A CENTRAL ANGLE OF 14°28'20", A DISTANCE OF 15.16 FEET TO A POINT OF NON-TANGENCY AND TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID TRACT O-18; THENCE ALONG SAID NORTH LINE OF TRACT O-18, THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N43°25'31"E, A DISTANCE OF 22.90 FEET; THENCE N90°00'00"E, A DISTANCE OF 133.14 FEET; THENCE N84°53'52"E, A DISTANCE OF 56.22 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID TRACT O-8; THENCE ALONG SAID NORTH LINE OF TRACT O-8, N90°00'00"E, A DISTANCE OF 130.00 FEET; THENCE N53°33'08"E, A DISTANCE OF 166.28 FEET; THENCE S84°41'46"E, A DISTANCE OF 136.13 FEET; THENCE S75°15'17"E, A DISTANCE OF 70.09 FEET; THENCE N66°30'00"E, A DISTANCE OF 74.87 FEET; THENCE N15°25'21"E, A DISTANCE OF 50.13 FEET; THENCE N86°18'47"E, A DISTANCE OF 62.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY PROLONGATION OF THE NORTH LINE OF SAID TRACT O-22; THENCE ALONG SAID PROLONGATED LINE AND ALONG SAID NORTH LINE OF TRACT O-22, THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE N25°42'17"E, A DISTANCE OF 189.17 FEET; THENCE N90°00'00"E, A DISTANCE OF 162.19 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S00°00'00"E, A RADIAL DISTANCE OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC AND ALONG THE EAST LINE OF SAID TRACT O-22, THROUGH A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 50.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,289 SQUARE FEET OR 0.4198 ACRES, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 04, 2026. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

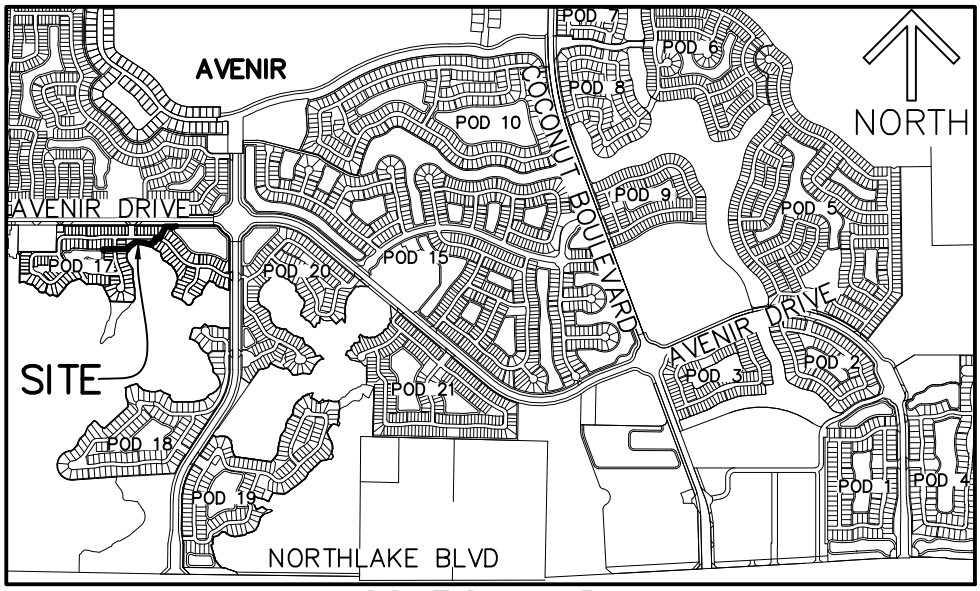
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR - POD 17
INTERCONNECT EASEMENT (TRACT PARK-1)
SKETCH AND DESCRIPTION

DAVID P. LINDLEY
PROFESSIONAL LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB 3591

DATE	8-04-2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	7955-Inter-A17-P

EXHIBIT "A"



LOCATION MAP
(NOT TO SCALE)

LEGEND/ABBREVIATIONS

℄ – CENTERLINE
△ – DELTA (CENTRAL ANGLE)
FSE – FIRE SAFETY ACCESS EASEMENT
L – ARC LENGTH
LB – LICENSED BUSINESS
LBE – LANDSCAPE BUFFER EASEMENT
O.R.B. – OFFICIAL RECORDS BOOK
8–42–41 – SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST
17–42–41 – SECTION 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST
PB – PLAT BOOK
PG(S). – PAGE(S)
P.O.B. – POINT OF BEGINNING
R – RADIUS
R/W – RIGHT–OF–WAY
RWAE – RETAINING WALL ACCESS EASEMENT
UE – UTILITY EASEMENT
YDE – YARD DRAINAGE EASEMENT

SURVEYOR'S NOTES:

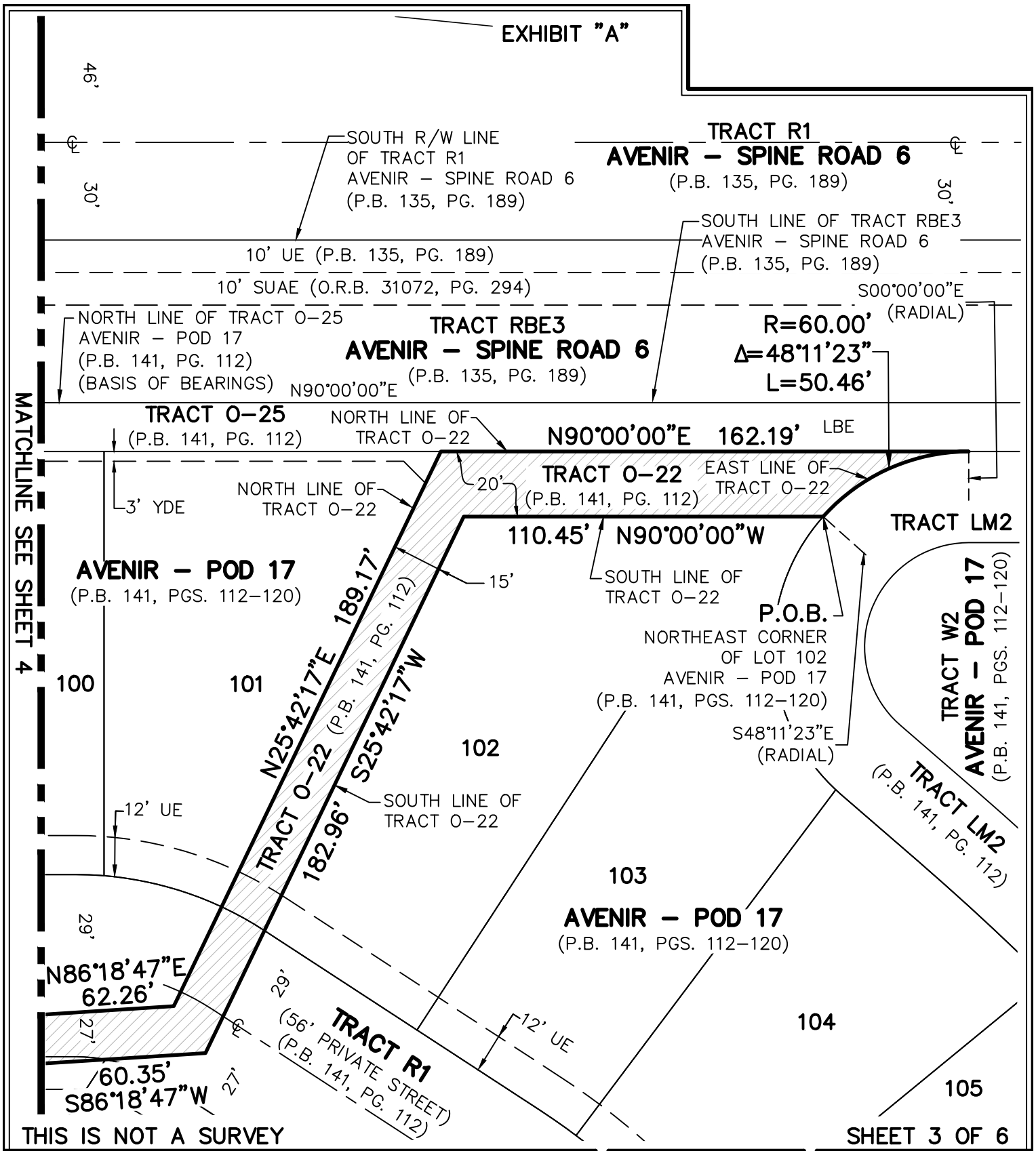
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2. ADDITIONS OR DELETIONS TO SKETCH AND DESCRIPTIONS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS–OF–WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N90°00'00"E, ALONG THE NORTH LINE OF TRACT O–25, AVENIR – POD 17, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 141, PAGES 112 THROUGH 120 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.

THIS IS NOT A SURVEY

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BOCA RATON, FLORIDA 33434
PHONE (561)–392–1991 / FAX (561)–750–1452

AVENIR – POD 17
INTERCONNECT EASEMENT (TRACT PARK–1)
SKETCH AND DESCRIPTION

DATE	8–04–2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	0955–Inter–A17–P

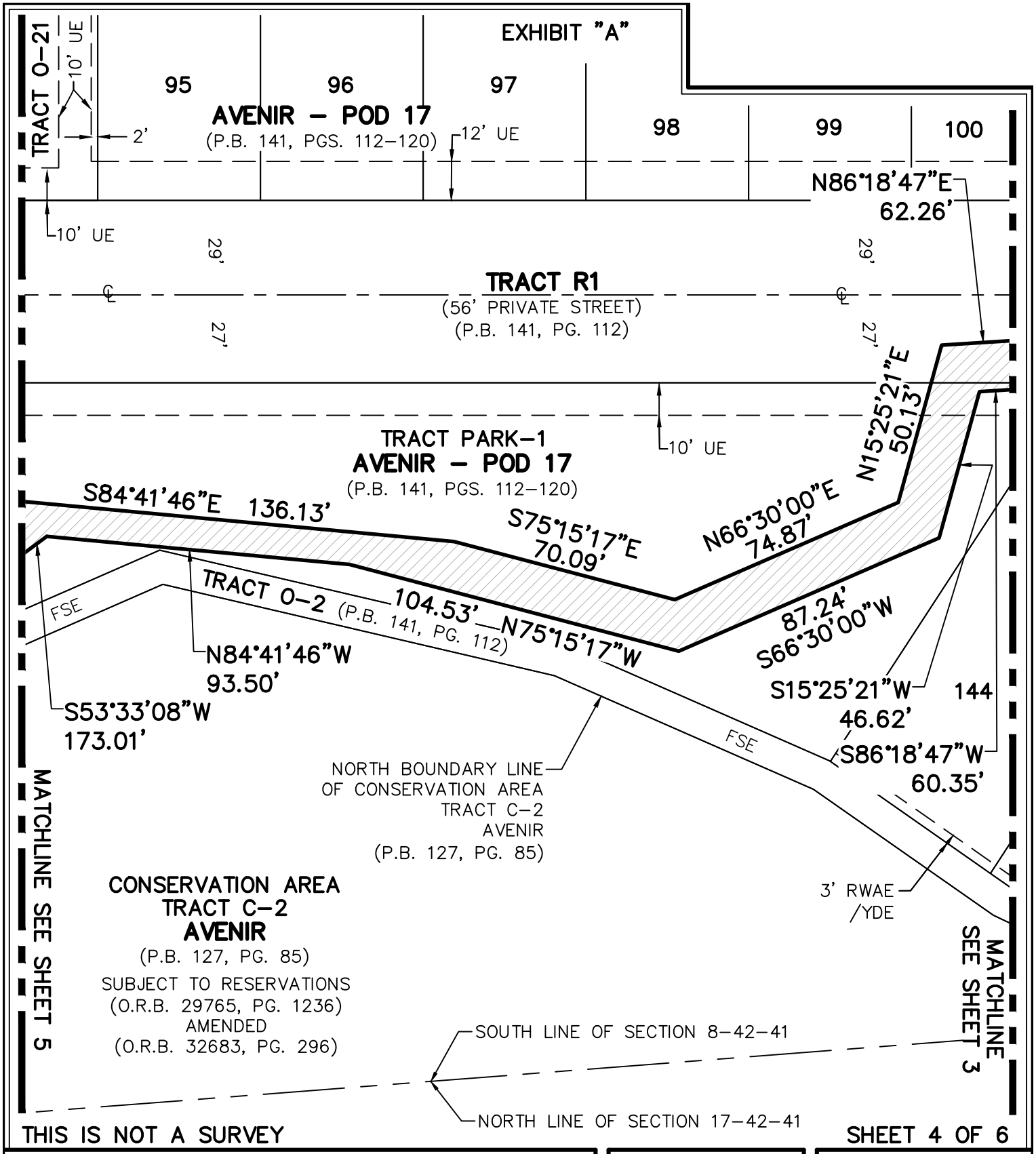


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LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)–392–1991 / FAX (561)–750–1452

NORTH
0 20' 40'
1 INCH = 40 FEET

DATE	8–04–2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=40'
JOB NO.	7955–Inter–A17–P

AVENIR – POD 17
INTERCONNECT EASEMENT (TRACT PARK–1)
SKETCH AND DESCRIPTION



THIS IS NOT A SURVEY

SHEET 4 OF 6

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LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

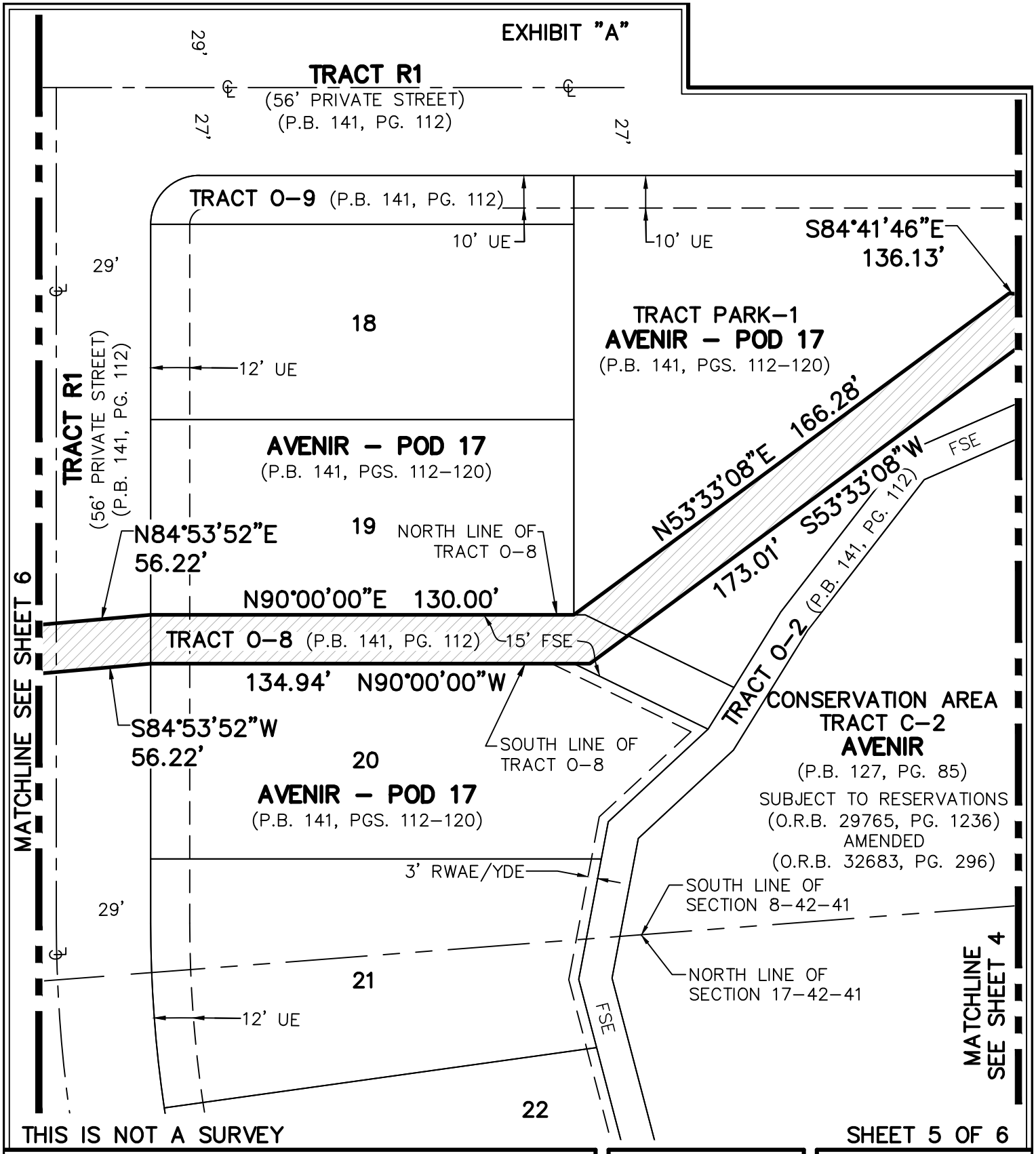
NORTH

0 20' 40'

1 INCH = 40 FEET

DATE	8-04-2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=40'
JOB NO.	7955-Inter-A17-P

AVENIR - POD 17
INTERCONNECT EASEMENT (TRACT PARK-1)
SKETCH AND DESCRIPTION



THIS IS NOT A SURVEY

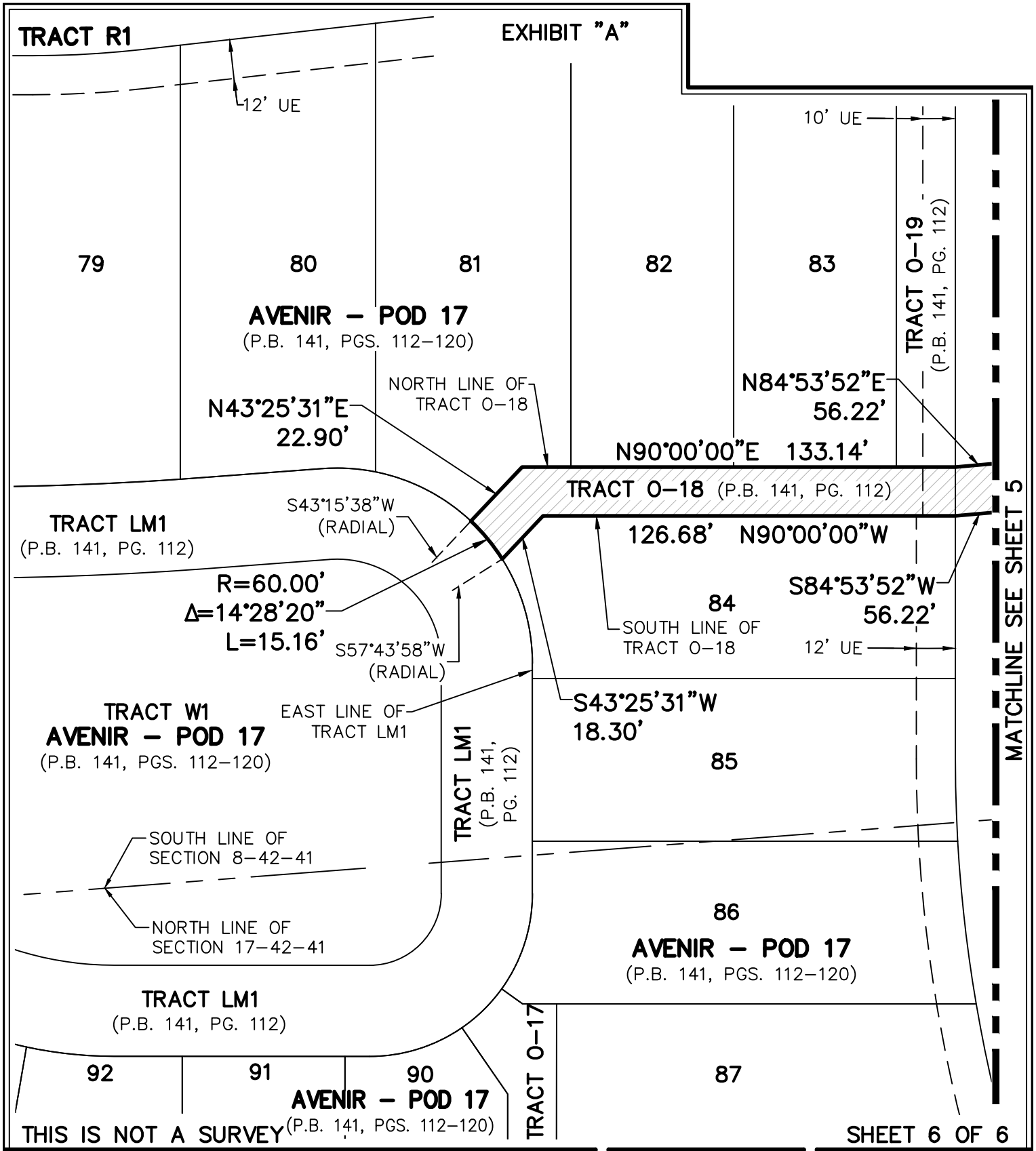
SHEET 5 OF 6

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

NORTH
0 20' 40'
1 INCH = 40 FEET

DATE	8-04-2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=40'
JOB NO.	7955-Inter-A17-P

AVENIR - POD 17
INTERCONNECT EASEMENT (TRACT PARK-1)
SKETCH AND DESCRIPTION



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

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0 20' 40'
1 INCH = 40 FEET

DATE	8–04–2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=40'
JOB NO.	7955–Inter–A17–P

AVENIR – POD 17
INTERCONNECT EASEMENT (TRACT PARK–1)
SKETCH AND DESCRIPTION

MAINTENANCE AGREEMENT
(Avenir – Pod 19)

This Maintenance Agreement (this "Agreement") is made and entered into this 11th day of August, 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, whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 the "District"); and

AVENIR - POD 19 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, whose address is 105 NE 1st Street, Delray Beach, Florida 33444 (the "Association").

RECITALS:

WHEREAS, the District is a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes;

WHEREAS, the District owns or is responsible for maintaining the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Lake Maintenance Tract") and Exhibit "B" (the "Water Management Tract", and together with the Lake Maintenance Tract, the "District Property");

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Florida law, desires to delegate to the Association certain of its duties to maintain the landscaping improvements and irrigation facilities within the District Property, as more fully described in Exhibit "C" attached hereto and made a part hereof (the "Improvements"), and the Association on behalf of and for the benefit of its members has agreed to provide certain maintenance services with respect to the Improvements pursuant to the terms of this Agreement.

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, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Association's Performance of Maintenance Services

The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be responsible for all costs that are associated with or arise out of, the landscape, irrigation, and maintenance services and materials as

set forth in the attached Exhibit "D" (the "Maintenance Services") for the Improvements within the District Property;

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the Association;

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Palm Beach County, Florida; and (e) City of Palm Beach Gardens, Florida;

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvements or in the real property where each Improvement is located, except to the extent reasonably necessary, on a temporary basis, for the Association to perform its obligations under this Agreement;

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement;

(F) the Association shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget that is adopted in accordance with Chapter 720, Florida Statutes and shall collect said costs from its members pursuant to Chapter 720, Florida Statutes and the Association's governing documents;

(G) the Association shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, "Applicable Laws"), arising in connection with the Association's failure to perform the Maintenance Services in the manner required under this Agreement. Any fines, penalties or other costs imposed against the District for such violations shall immediately be paid by Association within fifteen (15) business days of

Association's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. Association shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to Association's performance of this Agreement, however, the District shall notify the Association of any changes to any Applicable Laws within a reasonable period of time of the District's actual knowledge of such changes;

(H) the Association and its contractors, agents, officers, employees, volunteers, and representatives, shall have the right to access the District Property as reasonably necessary to perform the Association's maintenance obligations pursuant to this Agreement; and

(I) except as specifically provided in this Agreement, Association shall not make any alterations, additions or improvements to the Improvements or the land owned by the District without the prior written consent of District, which shall not be unreasonably withheld, conditioned, or delayed.

3.0 Association's Responsibility for Force Majeure and Acts of the District

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (a) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (b) the acts or omissions of the District or any of its contractors, agents, officers, employees, volunteers, or representatives (an "Excluded Event"). The District shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the Association shall submit written notice to the District regarding any such damage to the Improvements due to the Excluded Event. However, the Association's failure to provide said notice shall not negate the District's responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the Association is delayed in the performance of any obligation under this Agreement that it is otherwise its responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.

4.0 Emergency Intervention by the District

In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by the District in its reasonable discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the Association and if the Association does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Agreement:

(A) the provision of any of the Maintenance Services; and

(B) the removal, modification, relocation, or replacement, as the case may be and in the District's reasonable discretion, of one or more of the Improvements.

Following termination of the emergency event and conclusion of emergency remedial actions, if any, District shall so notify the Association and the Association shall thereupon be obligated to resume the provision of Maintenance Services under this Agreement.

For the purpose of clarity, the Association's failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Agreement.

5.0 Default, Remedies, and District Expenditures.

(A) Default by Association. In addition to any other remedies available in law or equity, and any other rights of the District expressly provided in this Agreement, if the Association should fail, refuse, or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion but with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services. At such time as the District should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from the District, the Association shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the Association's rights to terminate this Agreement in accordance with Section 8.0. Further, in such event, the Association shall reimburse the District for the reasonable out-of-pocket costs incurred by the District in providing such Maintenance Services (the "Reimbursement Payments") until such time as the District's annual budget including funds to provide such Maintenance Services and the levy of non-ad valorem assessments of benefitting lands within the District can be adopted and become effective in accordance with Sections 190.008, 190.021, and 190.022, Florida Statutes. In connection with any request by the District for Reimbursement Payments, the District shall provide to the Association copies of invoices for the Maintenance Services provided by the District and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.

(B) Cure Periods. Before any breach by the Association of its obligations under this Agreement shall constitute a default, the District shall first provide the Association with written notice of such breach and the Association shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the Association has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.

(C) Expenditures by District. Except as expressly provided in Section 5.0(A) above, any costs incurred by the District in performing the Maintenance Services for any reason, shall be borne solely by the District.

(D) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a default by the Association under the Agreement shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Agreement by the District shall be limited to (a) the costs of any actual damage to the District Property or the Improvements resulting from the Association's failure to perform the Maintenance Services in the manner required under this Agreement, (b) any amounts owing in connection with the Association's indemnification obligations, and (c) any enforcement costs due to the District under Section 9.0(H). For the purpose of clarity, in accordance with Section 5.0(C), the District shall not be entitled to any damages for the costs incurred by the District to simply perform the Maintenance Services in lieu of the Association.

6.0 Indemnification.

The Association does hereby indemnify, defend, and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the negligent acts or omissions, gross negligence, or willful misconduct of the Association and its officers, employees, agents, and contractors, in performing the Maintenance Services, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship), and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto; provided, however, it is understood that this section does not require the Association to indemnify, defend, or hold harmless the District to the extent any loss or liability results from or arises out of the acts or omissions of the District (including its contractors, agents, officers, employees, volunteers, or representatives) or any other third party.

7.0 Insurance.

(A) The Association shall individually maintain, and require any contractor hired by the Association to perform the Maintenance Services ("Contractor") to maintain, throughout the term of this Agreement, commercial general liability insurance in with minimum limits of $1,000,000 per occurrence and $1,000,000 general aggregate.

(B) **THE ASSOCIATION AND, IF APPLICABLE, ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM THE MAINTENANCE SERVICES, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT EVIDENCE OF ITS REQUIRED**

COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF ASSOCIATION OR CONTRACTOR, AS THE CASE MAY BE.

(C) In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, the Association or Contractor (as applicable) shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. Association and Contractor shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

(D) District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Association's or Contractor's interest or liabilities, but are merely minimum requirements established by the District Manager. District reserves the right to reasonably require other insurance coverages that District deems necessary depending upon the risk of loss and exposure to liability.

(E) Insurance companies selected must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District.

(F) The required insurance coverage shall be issued by an insurance company authorized an licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

(G) Such insurance policy shall include a waiver of subrogation endorsement if available at a commercially reasonable cost.

8.0 Term of Agreement.

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on October 1st of said 5th year, unless the Association provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, either party may, in its sole discretion, terminate this Agreement at any time (including at any time during which the Association may be in default under this

Agreement) for any reason or no reason by providing at least sixty (60) days written notice to the other party of its intent to terminate this Agreement pursuant to this provision.

9.0 Miscellaneous Provisions.

(A) Time of the Essence: Time is of the essence with respect to this Agreement.

(B) Notices: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) 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:

AS TO THE DISTRICT: Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

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

AS TO THE ASSOCIATION: Avenir - Pod 19 Neighborhood Association, Inc.
105 NE 1st Street
Delray Beach, Florida 33444

With a copy to: Shuffield, Lowman & Wilson, P.A.
Attention: Scott A. Cookson, Esq.
1000 Legion Place, Suite 1700
Orlando, Florida 32801

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

(C) Entire Agreement: 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. This Agreement contains the entire understanding between District and the Association 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.

(D) Amendment and Waiver: This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

(E) **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.

(F) **Controlling Law:** This Agreement shall be construed under the laws of the State of Florida.

(G) **Authority:** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

(H) **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.

(I) **Successors and Assignment:** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Association and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld. Nothing contained herein shall prohibit the Association from delegating its obligations under this Agreement to a Contractor(s), which may be done by the Association in its sole discretion and without prior notice or approval.

(J) **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

(K) **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.

(L) **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 or performance herein contemplated.

(M) Construction of Terms: Whenever used, the singular number shall include the plural, the plural the singular; and 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.

(N) 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.

(O) Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument. The signatures of all of the parties need not appear on the same counterpart, and electronic delivery of an executed counterpart signature page in "PDF" format shall be effective for binding the District and the Association to this Agreement.

(P) Records:

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

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

SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922
EMAIL: JPIERMAN@SDSINC.ORG

[SIGNATURE PAGES FOLLOW]

[Signature Page to Maintenance Agreement]

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

ATTEST:

_____
Secretary/Assistant Secretary

DISTRICT:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Palm Beach Gardens, Florida

By:_____
Name: Rosa Eckstein Schechter
Title: Vice Chairperson of CDD

Date: August __, 2026

[Signature Page to Maintenance Agreement – Pod 19]

[Signature Page to Maintenance Agreement]

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

ASSOCIATION:

AVENIR – POD 19 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit

By:_____
Name: Rosa Eckstein Schechter
Title: Vice President

Date: August __, 2026

[Signature Page to Maintenance Agreement – Pod 19]

EXHIBIT “A”

DESCRIPTION OF DISTRICT PROPERTY

Tract LM1 and Tract LM2, of AVENIR - POD 19, according to the Plat thereof as recorded in Plat Book 141, Page(s) 121, of the Public Records of Palm Beach County, Florida.

EXHIBIT “B”

WATER MANAGEMENT TRACT

Tract W1 and Tract W2, of AVENIR - POD 19, according to the Plat thereof as recorded in Plat Book 141, Page(s) 121, of the Public Records of Palm Beach County, Florida.

EXHIBIT "C"

DESCRIPTION OF IMPROVEMENTS

All non-littoral, above-water landscaping located on, over or within the Lake Maintenance Tract and the Water Management Tract (including but not limited to trees, bushes, shrubs, sod, mulch, and mulched areas) as well as the irrigation lines, pumps, timers, and other facilities servicing such landscaping. For clarity, the "Improvements" shall not include (a) any littoral trees or plantings, whether located within water or on dry land; (b) any drainage improvements; or (c) the lake fountain(s) or any improvements associated therewith.

EXHIBIT "D"

DESCRIPTION OF MAINTENANCE SERVICES

1. The provision of fertilizer, edging, mowing, trimming, thinning, weeding and pesticide treatment services as may be reasonably necessary and appropriate for the non-littoral landscape Improvements (including but not limited to trees, shrubs and ground cover if applicable) together with their replacement with comparable new plantings and suitable landscaping if diseased, dying or dead.

2. The eradication of exotic and pest trees, shrubs and plants from non-littoral areas, including herbicide application and/or manual removal, provided effective and environmentally safe herbicides and application techniques shall be used as are customary in the industry, and shall be performed in such a manner as to protect non-target areas and the public.

3. The provision of maintenance, repair and/or replacement services for any landscape related irrigation system components, including but not limited to sprinkler heads, wiring and controllers, piping and valves.

4. The provision of all personnel and equipment necessary in order to provide the herein described Maintenance Services. District has the right to inspect and reasonably approve all equipment that will be used in this work.

5. Remove and properly dispose all weeds, unwanted rocks, paper, trash and other debris from the Lake Maintenance Tract and the Water Management Tract to the water's edge. For the purpose of clarity, the Maintenance Services shall not include (i) any debris removal, demucking, or aquatic weed control with respect to the Water Management Tract, (ii) the maintenance, repair, and/or replacement of any fountains in the Water Management Tract, or (iii) the integrity of any lake banks/bed.

6. Remove and properly dispose of all cuttings, clippings, and other debris from the Lake Maintenance Tract and the Water Management Tract while work is being performed, ensuring as reasonably practicable that such cuttings, and clippings, and other debris are kept out of the water within the Water Management Tract.

7. Trim low branches and suckers from non-littoral trees (if any) 1 time per month.

8. Mulch to be installed as needed.

9. All non-littoral trees (if any) will be trimmed to a height of twelve feet and are to be kept in a neat and healthy manner to promote growth. All dead, hazardous and troublesome branches will be trimmed on all trees as needed and/or whenever reported to or noted by personnel.

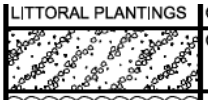
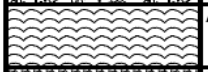
10. All non-littoral palms and trees (if any) over ten feet in height to be trimmed and pruned once annually.

11. Regularly inspect irrigation facilities to ensure compliance with applicable water restrictions imposed or enacted by the South Florida Water Management District, Palm Beach County, the

City of Palm Beach Gardens, or any other government entity or agency having jurisdiction thereof.

For the purpose of clarity, below is a list of the littoral trees and plantings for the District Property provided under Avenir Landscape Plan - #1 prepared by Urban Design Kilday Studios under Project No. 12-065.0003. The District shall remain solely responsible for the proper care, trimming, treatment, and replacement of the littoral trees and plantings within the District Property, whether located within water or on dry land.

LITTORAL TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME				
	AR-L	17	Acer rubrum / Red Maple Container Grown, 9' OA Ht. Min. x 2.5`-3' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	85.0
	AR-M	20	Acer rubrum / Red Maple Container Grown, 7` OA Ht. Min. x 2`-2.5' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	100.0
	AR-S	28	Acer rubrum / Red Maple Container Grown, 5` OA Ht. Min. x 1.5`-2' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	140.0
	TD-L	16	Taxodium distichum / Bald Cypress Container Grown, 9' OA Ht. Min. x 2.5`-3' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	80.0
	TD-M	18	Taxodium distichum / Bald Cypress Container Grown, 7` OA Ht. Min. x 2`-2.5' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	90.0
	TD-S	29	Taxodium distichum / Bald Cypress Container Grown, 5' OA Ht. Min. x 1.5`-2' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	145.0

LITTORAL PLANTINGS	CODE	QTY	BOTANICAL NAME / COMMON NAME				
	CAN	648	Canna flaccida / Yellow Canna Bare Root, 10" Ht. x 6" Spr. 24" O.C.	N	N	1	648.0
	AME	664	Crinum americanum / Swamp Lily Bare Root, 10" Ht. x 6 " Spr., 24" O.C.	N	N	1	664.0
	ELE	2,063	Eleocharis interstincta / Jointed Spikerush Bare Root, 10" Ht. x 6" Spr. 24" O.C.	N	N	1	2063.0
	PON	671	Pontederia cordata / Pickerel Weed 4" Pot, 10" Ht. x 6" Spr., 24" O.C., Fully rooted plants	N	N	1	671.0

Instrument Prepared By and Return to:

Tyrone T. Bongard, Esq.
Gunster, Yoakley, & Stewart, P.A.
777 South Flagler Drive, Suite 500
West Palm Beach, Florida 33401

_____Space Above this Line for Recording Data_____

LANDSCAPE MAINTENANCE EASEMENT AGREEMENT

[AVENIR – POD 19]

THIS LANDSCAPE MAINTENANCE EASEMENT AGREEMENT (this "**Easement**"), made this 11th day of August, 2026 (the "**Effective Date**"), between **AVENIR – POD 19 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 ("**Grantor**") and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 ("**CDD**").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of real property situate in Palm Beach County, Florida, which property is more particularly described as:

> Tract O-1, Tract O-2, and Tract O-3 of AVENIR - POD 19, according to the Plat thereof as recorded in Plat Book 141, Page(s) 121, of the Public Records of Palm Beach County, Florida (the "**Easement Area**");

WHEREAS, the Easement Area is located within the jurisdictional boundaries of the CDD and the CDD desires an easement over the Easement Area, as the intent of the parties is for the Grantor to install or have installed the Improvements, as later defined, at Grantor's sole cost and expense, and upon completion of the Improvements, for the CDD to provide for the regular and routine Maintenance Services, as later defined, of said Improvements utilizing funds collected from the assessable lands within the CDD for purposes of the operation and maintenance of the CDD; and

WHEREAS, Grantor is willing to grant such easement upon and subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other contained herein and other good and valuable considerations, Grantor and CDD hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easement**. Grantor does hereby grant unto the CDD a non-exclusive easement over the Easement Area to repair, maintain, and replace the landscape improvements including but not limited to, trees, bushes, flowers, plantings, sod, ground cover, and irrigation systems (including irrigation lines, facilities, pumps and timers) appurtenant thereto (hereinafter the "**Improvements**") contained in the Easement Area. The Improvements shall be deemed to

include the façade (but not structure) of the side of the buffer walls constructed (or to be constructed) upon or adjacent to each Easement Area that is facing exterior to the residential subdivision adjacent to such walls. Grantor hereby reserves all rights of ownership in and to the Easement Area that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Area and the right to use the Easement Area for all uses not interfering with the uses permitted under this Easement.

3. **Maintenance Responsibility**.

a. CDD shall maintain, repair, and replace the Improvements within the Easement Area, at its sole cost and expense, in a manner consistent with its maintenance of similar improvements throughout the jurisdictional boundaries of the CDD. Such maintenance shall include the services specified in Exhibit "A" attached hereto (the "**Maintenance Services**"). To the extent permitted by law, CDD shall defend, indemnify and hold Grantor harmless from any loss, liability, damages, injuries and claims as to foregoing, whether as to person or property, arising from the acts and omissions of CDD on and with respect to the Easement Area, and such indemnification obligations shall survive the termination of this Easement.

b. The Maintenance Services shall be provided by the CDD in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the CDD shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the CDD.

c. The Maintenance Services shall be provided by the CDD in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions.

d. The Maintenance Services shall be provided by the CDD without interfering in any way with or encumbering the use, ownership, or other right or interest of any party in the Improvements or in the Easement Area, except to the extent reasonably necessary, on a temporary basis, for the CDD to perform its obligations under this Easement.

e. The CDD shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the CDD may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Easement.

f. The CDD shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget and levy non-ad valorem assessments against the owners of the benefitting lands within the CDD.

g. The CDD shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration

over landscaping materials and irrigation facilities constituting the Improvements (collectively, "**Applicable Laws**"), arising in connection with the CDD's failure to perform the Maintenance Services in the manner required under this Easement. Any fines, penalties or other costs imposed against the Grantor for such violations shall immediately be paid by the CDD within fifteen (15) business days of the CDD's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. The CDD shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to the CDD's performance of its obligations under this Easement, however, Grantor shall notify the CDD of any changes to any Applicable Laws within a reasonable period of time of the Grantor's actual knowledge of such changes.

4. **Excluded Events**. The Maintenance Services to be performed by the CDD shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (i) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (ii) the acts or omissions of Grantor or any of its contractors, agents, officers, employees, volunteers, or representatives (an "**Excluded Event**"). Grantor shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the CDD shall submit written notice to Grantor regarding any such damage to the Improvements due to the Excluded Event. However, the CDD's failure to provide said notice shall not negate Grantor's responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the CDD is delayed in the performance of any obligation under this Easement that it is otherwise responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.

5. **Emergency Intervention by Grantor**. In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by Grantor in its reasonable discretion, and regardless of any language in this Easement to the contrary or any language in any contract or arrangement that the CDD may have with third parties concerning the Maintenance Services for the Improvements, Grantor reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the CDD and if the CDD does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Easement: (a) the provision of any of the Maintenance Services and (b) the removal, modification, relocation, or replacement, as the case may be and in Grantor's reasonable discretion, of one or more of the Improvements. Following termination of the emergency event and conclusion of emergency remedial actions, if any, Grantor shall so notify the CDD and the CDD shall thereupon be obligated to resume the provision of Maintenance Services under this Easement. For the purpose of clarity, the CDD's failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Easement.

6. **Binding Effect**. This Easement shall be and constitutes a covenant running with the Easement Area, and shall inure to the benefit of, and be binding upon, the parties hereto and on Grantor's successors in title to the Easement Area.
7.

8. **Default**.

a. In addition to any other remedies available in law or equity, and any other rights of Grantor expressly provided in this Easement, if the CDD should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from Grantor, then in that event Grantor, at its sole discretion and with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements, or (ii) remove, modify, relocate, or replace, as the case may be and in the Grantor's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services, or (iii) terminate this Easement by providing written notice to the CDD and recording a termination of this Easement executed solely by Grantor in the Public Records of Palm Beach County, Florida. At such time as Grantor should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from Grantor, the CDD shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the CDD may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the either parties' rights to terminate this Easement in accordance with Section 8. Further, in such event, the CDD shall reimburse Grantor for the reasonable out-of-pocket costs incurred by the Grantor in providing such Maintenance Services (the "**Reimbursement Payments**") until such time as this Easement has been terminated (such obligation shall survive the termination of this Easement). In connection with any request by Grantor for Reimbursement Payments, Grantor shall provide to the CDD copies of invoices for the Maintenance Services provided by Grantor and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.

b. Before any breach by the CDD of its obligations under this Easement shall constitute a default, Grantor shall first provide the CDD with written notice of such breach and the CDD shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the CDD has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.

c. Except as expressly provided in Section 7(a) above, any costs incurred by Grantor in performing the Maintenance Services for any reason, shall be borne solely by Grantor.

d. At the sole discretion of Grantor, a default by the CDD under this Easement shall entitle Grantor to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the CDD's default under this Easement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the Grantor shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the CDD's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Easement by Grantor shall be limited to (a) the costs of any actual damage to the Easement Area or the Improvements resulting from the CDD's failure to perform the Maintenance Services in the manner required under this Easement, (b) any amounts owing in connection with the CDD's indemnification obligations, and (c) any enforcement costs due to Grantor under Section 12(f). For the

purpose of clarity, in accordance with Section 5(c), Grantor shall not be entitled to any damages for the costs incurred by Grantor to simply perform the Maintenance Services in lieu of the CDD.

9. **Term of Agreement**. This Easement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Easement, the term of this Easement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date. This Easement shall automatically renew for additional five years, commencing at 12:01 a.m. on October 1st of the that year, unless the CDD provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the CDD intends not to renew for an additional term. In addition to the rights and methods of termination established pursuant to any other provision of this Easement, either the Grantor or the CDD may terminate this Easement at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the other party of its intent to terminate this Easement pursuant to this provision. Any termination of this Easement shall be evidenced by a termination executed by the CDD and the Grantor and recorded in the Public Records of Palm Beach County, Florida. Upon any such termination, each party agrees to reasonably cooperate with the other party in connection with the recording of an instrument evidencing the termination of this Easement.

10. **Insurance**. The CDD shall individually maintain, and require any contractor hired by the CDD to perform the Maintenance Services to maintain, throughout the term of this Easement, commercial general liability insurance in with minimum limits of $1,000,000 per occurrence and $1,000,000 general aggregate.

11. **Amendment**. This Easement may only be amended by a written amendment duly executed by the Grantor and the CDD, or their successors and assigns, and recorded in the Public Records of Palm Beach County, Florida.

12. **Authority**. Each of Grantor and CDD does hereby warrant that this document has been duly executed.

13. **Miscellaneous**.

    a. CDD's use of the Easement Area shall be in conformity with safe practices and shall at all times be in compliance with all local, state and federal laws, statutes, rules and regulations, including, without limitation, as to environmental matters.

    b. The Easement granted hereunder is subject to all matters of record and those matters that a personal inspection or an accurate survey of the Easement Area would reveal. Grantor does not make any representation or warranty, express or implied, with respect to the Easement Area, including, without limitation, as to fitness for a particular purpose, design or conditions, compliance with laws, absence of defect, whether patent or latent, or the existence of any hazardous substance. CDD acknowledges that it has inspected the Easement Area to the extent it deems necessary and has found the Easement Area satisfactory in all respects.

    c. CDD shall not commit or suffer to be committed any waste or nuisance upon the Easement Area and shall take such action necessary to terminate any nuisance or waste, except CDD shall not be liable to take such action to terminate any nuisance or waste to the extent an act or omission of Grantor is a substantial factor in the causation of such nuisance or waste.

d. This Easement shall be governed by the laws of the State of Florida without giving effect to it conflict of laws principles. Venue and jurisdiction for any dispute arising under this Easement shall be exclusively in the courts located in Palm Beach County, Florida.

e. All notices under this Easement shall be in writing and shall be sufficiently made or given only when delivered in person, sent by recognized overnight courier, or mailed by certified mail, return receipt requested, to the party's address provided in the initial paragraph to this Easement. Notice given by hand delivery shall be deemed received on the date delivered if delivered on a business day during business hours, otherwise it shall be deemed delivered on the next business day. Notice given by certified mail, return receipt requested, postage pre-paid, shall be deemed delivered three days following the date mailed. Notice sent by nationally recognized overnight courier (such as Federal Express) with request for next business day delivery, shall be deemed received on the next business day. Any notice refused shall be deemed to be accepted on the earlier of the time frame set forth in this notice provision or when actually refused. Grantor and Grantee may modify their respective notice address by providing ten (10) days' prior written notice to the other.

f. In the event that either party is required to enforce this Easement 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.

g. Nothing contained in this Easement shall be deemed a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

[SIGNATURE PAGES FOLLOW]

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

Signed, sealed and delivered
In the presence of:

AVENIR – POD 19 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit

Witness sign:_____
Print name: Eileen Valdes Jimenez
Print Address:550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Name: Rosa Eckstein Schechter
Title: Vice President

Witness sign:_____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 August, 2026, by Rosa Eckstein Schechter, the Vice President of **AVENIR – POD 19 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, who ☒ is personally known to me or who ☐ has produced _____ as identification.

_____
Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Seal:_____

[Signature Page to Landscape Easement – Pod 19]

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

Signed, sealed and delivered
In the presence of:

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

Witness sign:_____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Name: Rosa Eckstein Schechter
Title: Vice Chairperson

Witness sign:_____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 August, 2026, by Rosa Eckstein Schechter, as Vice Chairperson of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who ☒ is personally known to me or who ☐ has produced _____ as identification.

_____
Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Seal:_____

[Signature Page to Landscape Easement – Pod 19]

EXHIBIT "A"

Maintenance Services

1. The provision of fertilizer, edging, mowing, trimming, thinning, weeding and pesticide treatment services as may be reasonably necessary and appropriate for the Improvements (including but not limited to trees, shrubs and ground cover) together with their replacement with comparable new plantings and suitable landscaping if diseased, dying or dead.

2. The eradication of exotic and pest trees, shrubs and plants including herbicide application and/or manual removal, provided effective and environmentally safe herbicides and application techniques shall be used as are customary in the industry, and shall be performed in such a manner as to protect non-target areas and the public.

3. The provision of maintenance, repair and/or replacement services for any landscape related irrigation system components, including but not limited to sprinkler heads, wiring and controllers, piping and valves.

4. The provision of all personnel and equipment necessary in order to provide the herein described Maintenance Services.

5. Remove and properly dispose all weeds, unwanted rocks, paper, trash and other debris from these areas.

6. Remove and properly dispose of all cuttings, clippings, and other debris from the premises while work is being performed.

7. Trim low branches and suckers from trees 1 time per month.

8. Mulch to be installed as needed.

9. All trees will be trimmed and are to be kept in a neat and healthy manner to promote growth. All dead, hazardous and troublesome branches will be trimmed on all trees as needed and/or whenever reported to or noted by personnel.

10. All palms and trees over ten feet in height to be trimmed and pruned once annually.

11. Regularly inspect irrigation facilities to ensure compliance with applicable water restrictions imposed or enacted by the South Florida Water Management District, Palm Beach County, the City of Palm Beach Gardens, or any other government entity or agency having jurisdiction thereof.

This Instrument Prepared by
and to be Returned to:

Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Dr., Suite 500
West Palm Beach, Florida 33401

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LAKE INTERCONNECT EASEMENT

[AVENIR – POD 19]

THIS LAKE INTERCONNECT EASEMENT (this "**Easement**") is entered into as of the 11th day of August, 2026, (the "**Effective Date**") by and between **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company ("**Avenir**"), whose mailing address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "**District**") whose mailing address is c/o Special District Services, 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410. Avenir and the District are hereinafter referred to collectively as the "**Parties**", and each individually is a "**Party**".

W I T N E S S E T H:

WHEREAS, Avenir is the owner of certain real property located in Palm Beach County, Florida, the legal description of which is set forth in **Exhibit "A"** attached hereto (the "**Easement Premises**");

WHEREAS, the District has ownership of, or maintenance responsibility with respect to, certain water management tracts legally described as Tract W1 and Tract W2, of AVENIR - POD 19, according to the Plat thereof as recorded in Plat Book 141, Page(s) 121, of the Public Records of Palm Beach County, Florida (the "**Lake Areas**"); and

WHEREAS, Avenir desires to grant the District an easement over the Easement Premises for the placement of drainage pipes and related facilities to connect the Lake Areas.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Easement and made a part hereof.

2. **Grant of Easement.** Avenir hereby grants to the District, its agents, employees and invitees, a perpetual easement over, under, across, and through the Easement Premises for the purposes of construction, installation, maintenance, operation, repair, and replacement of drainage pipes and related facilities and equipment (collectively, the "**Drainage Facilities**") to connect the Lake Areas.

3. **Term**. This Easement shall be perpetual unless earlier terminated by written instrument signed by each Party and recorded in the Public Records of Palm Beach County, Florida.

4. **Maintenance and Repair.** The District shall, at its sole cost and expense, maintain all of the Drainage Facilities located within the Easement Premises in good order and repair; provided, however, any damage caused to the Drainage Facilities by Avenir shall be repaired by Avenir, at its sole cost and expense. Except with respect to the Drainage Facilities, the Easement Premises shall be maintained by Avenir, at its sole cost and expense, in a clean, well-kept condition; provided, however, any damage caused to the Easement Premises by the District shall be repaired by the District, at its sole cost and expense. All such maintenance and repair shall be performed in a good and workmanlike manner, in accordance with all applicable governmental laws and regulations, and in a manner so as to minimize disruption of use of the properties by their respective owners.

5. **Indemnification**. The District hereby agrees, to the extent allowed by law, to indemnify and hold Avenir and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys' fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with, the District's use of this Easement. This provision shall survive the termination of this Easement.

6. **No Interference**. The District agrees to exercise the rights granted under this Easement in such a manner as to not interfere with Avenir's use of the Easement Premises.

7. **Rights Reserved**. Avenir hereby reserves all rights of ownership in and to the Easement Premises that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Premises and the right to use the Easement Premises for all uses not interfering with the uses permitted under this Easement.

8. **Parties Bound by this Easement.** This Easement shall be binding upon and shall inure to the benefit of Avenir and the District, together with their respective successors and assigns, and shall be deemed perpetual covenants that run with the land.

9. **Amendment.** Any amendment of this Easement shall be binding only if evidenced in a written instrument signed by each Party and recorded in the Public Records.

10. **Enforcement.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appellate and mediation.

11. **Governing Law and Venue.** The terms of this Easement shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

12. **Notices.** Any notice provided for or concerning this instrument shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each Party as set forth at the beginning of this Easement or at any subsequent address for either of the Parties or their successors and assigns following notice of an address change.

13. **Counterparts**. This Easement may be executed in counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Easement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages.

14. **No Dedication**. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

15. **Sovereign Immunity**. Nothing herein shall be interpreted or construed as a waiver of the protections, immunities, or limitations of liability afforded the District pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

16. **Relocation of Easement Premises**. The Parties agree that if the City of Palm Beach Gardens approves a modification of the plans for the development of AVENIR – POD 19 (the "**Modified Plans**"), which Modified Plans require a relocation of all or any portion of the Easement Premises for the proper functioning of the drainage system serving AVENIR – POD 19, as reasonably determined by the District Engineer, then the Parties, or their successors or assigns, will reasonably cooperate to amend this Easement so that the Easement Premises are consistent with such Modified Plans, as reasonably determined by the District Engineer.

[Signature pages follow]

IN WITNESS WHEREOF, Avenir has signed and sealed this instrument as of the day and year set forth above.

Signed, sealed and delivered
in the presence of:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Witness sign:_____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Name: Rosa Eckstein Schechter
Title: Vice President

Witness sign:_____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 August, 2026, by Rosa Eckstein Schechter, Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company, who:
☒ is personally known to me or
☐ has produced _____ as identification.

_____
Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Seal:_____

[Signature Page to Lake Interconnect Easement – Pod 19]

IN WITNESS WHEREOF, the District has signed and sealed this instrument as of the day and year set forth above.

Signed, sealed and delivered
in the presence of:

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

Witness sign:_____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Name: Rosa Eckstein Schechter
Title: Vice Chairperson, Board of Supervisors

Witness sign:_____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 August, 2026, by Rosa Eckstein Schechter, as Vice Chairperson of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who ☒ is personally known to me or who ☐ has produced _____ as identification.

_____
Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Stamp/Seal:_____

[Signature Page to Lake Interconnect Easement – Pod 19]

EXHIBIT "A"

Easement Premises

[See attached]

EXHIBIT "A"

DESCRIPTION:

BEING A PORTION OF TRACT O–1 AND TRACT O–7, AVENIR – POD 19, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 141, PAGES 121 THROUGH 128 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT O–1; THENCE ALONG THE WEST LINE OF SAID TRACT O–1, N00°45'50"E, A DISTANCE OF 57.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE OF TRACT O–1, N00°39'05"E, A DISTANCE OF 20.00 FEET; THENCE S89°20'55"E, A DISTANCE OF 50.11 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF TRACT LM2, AS SHOW ON SAID AVENIR – POD 19; THENCE ALONG SAID WEST LINE OF TRACT LM2, THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S00°32'59"W, A DISTANCE OF 15.96 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 03°51'51"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 4.05 FEET TO A POINT OF NON–TANGENCY; THENCE ALONG A LINE NON–TANGENT TO SAID CURVE, N89°20'55"W, A DISTANCE OF 50.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,003 SQUARE FEET OR 0.0230 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. SKETCH AND 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 AND 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, FOR RIGHTS–OF–WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S00°39'05"W, ALONG THE WEST LINE OF TRACT O–1, AVENIR – POD 19, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 141, PAGES 121 THROUGH 128 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 AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 04, 2026. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J–17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

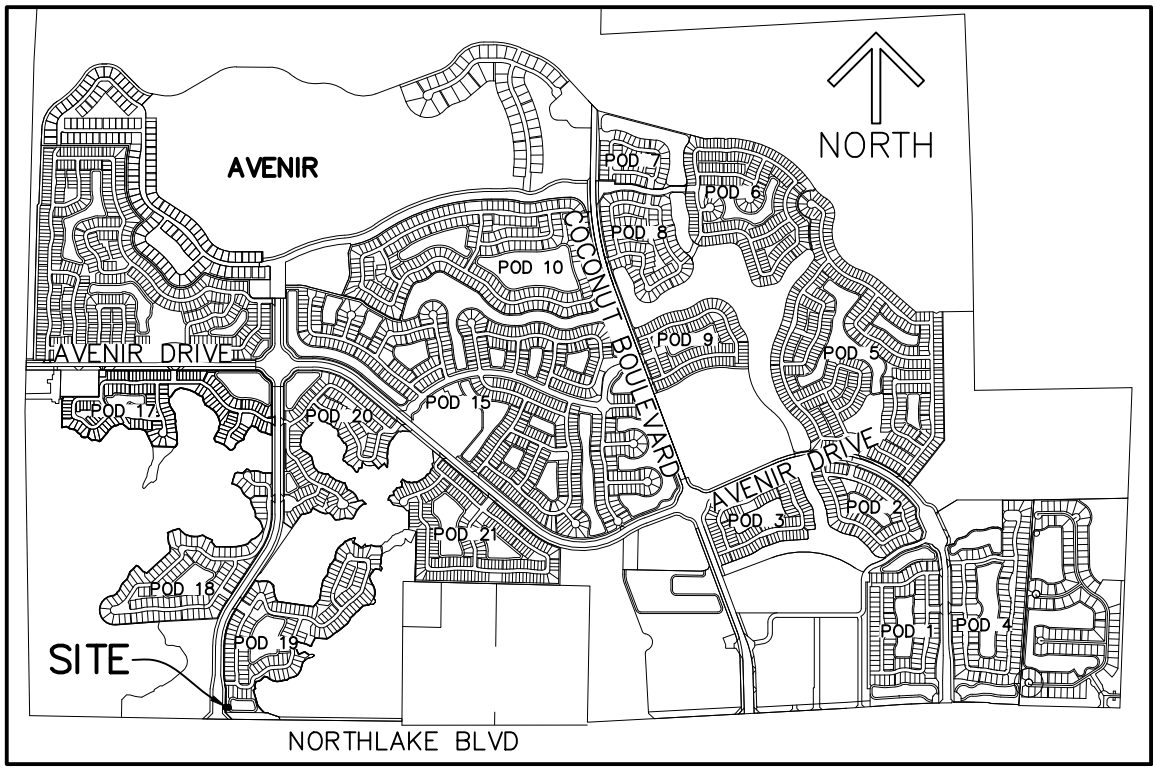
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)–392–1991 / FAX (561)–750–1452

AVENIR – POD 19
INTERCONNECT EASEMENT (TRACT O–7)
SKETCH AND DESCRIPTION

DAVID P. LINDLEY
PROFESSIONAL LAND SURVEYOR NO. 5005
STATE OF FLORIDA
LB 3591

DATE	8–04–2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	7955–Inter–A19–0

EXHIBIT "A"



LOCATION MAP
(NOT TO SCALE)

LEGEND/ABBREVIATIONS

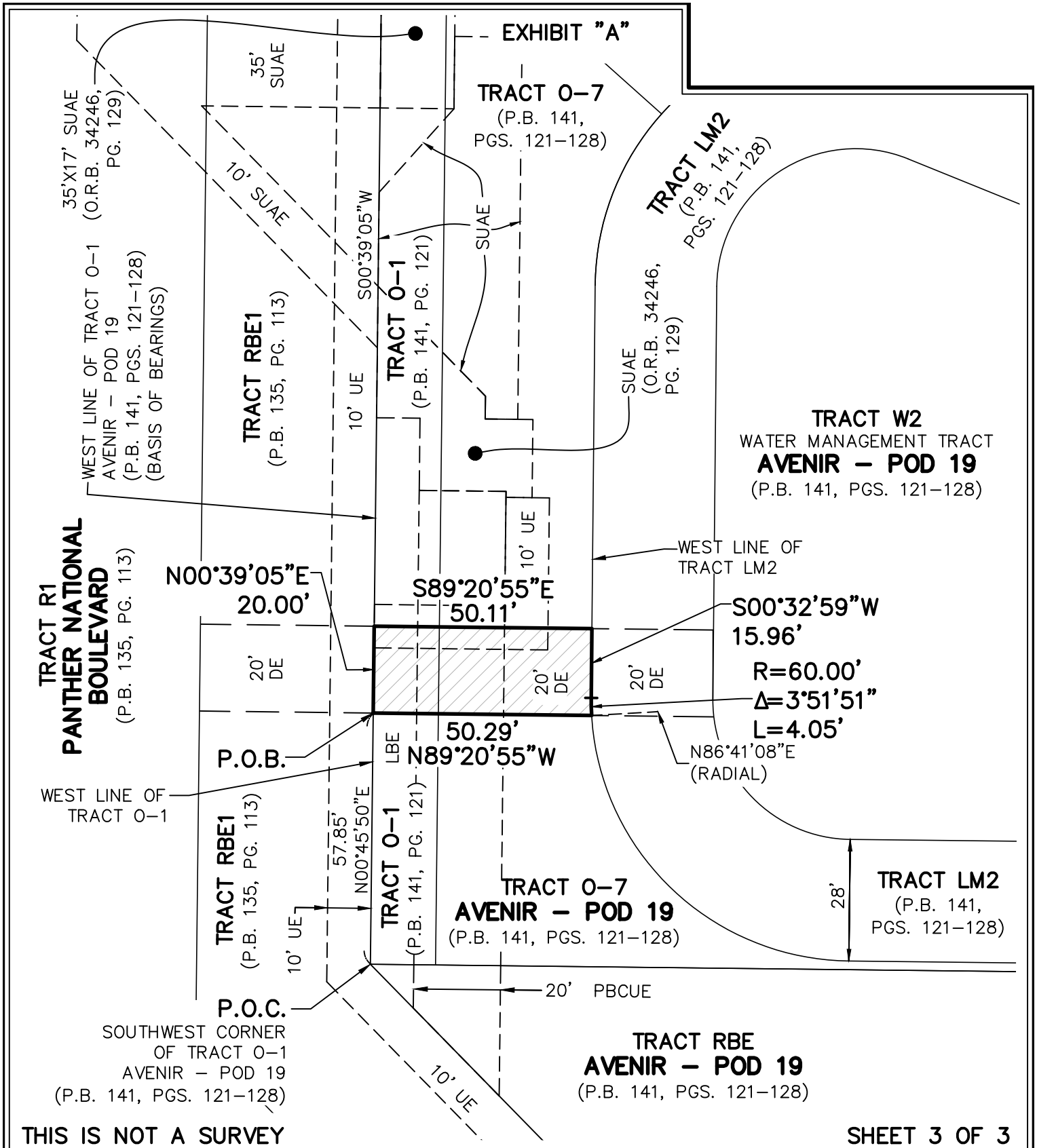
Δ	– DELTA (CENTRAL ANGLE)
DE	– DRAINAGE EASEMENT
LB	– LICENSED BUSINESS
L	– ARC LENGTH
LBE	– LANDSCAPE BUFFER EASEMENT
O.R.B.	– OFFICIAL RECORD BOOK
PB	– PLAT BOOK
P.O.C.	– POINT OF COMMENCEMENT
P.O.B.	– POINT OF BEGINNING
PBCUE	– PALM BEACH COUNTY UTILITY EASEMENT
PG(S).	– PAGE(S)
R	– RADIUS
SUAE	– SEACOAST UTILITY AUTHORITY EASEMENT
UE	– UTILITY EASEMENT

THIS IS NOT A SURVEY

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 19
INTERCONNECT EASEMENT (TRACT O–7)
SKETCH AND DESCRIPTION

DATE	8–04–2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	7955–Inter–A19–0



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SHEET 3 OF 3

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BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

NORTH
0 15' 30'
1 INCH = 30 FEET

DATE	8-04-2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=30'
JOB NO.	7955-Inter-A19-0

AVENIR - POD 19
INTERCONNECT EASEMENT (TRACT O-7)
SKETCH AND DESCRIPTION

EXHIBIT "A"

DESCRIPTION:

BEING A PORTION OF TRACT LM2 AND TRACT O-7, AVENIR - POD 19, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 141, PAGES 121 THROUGH 128 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF TRACT W2, AS SHOWN ON SAID AVENIR - POD 19; THENCE ALONG THE SOUTH LINE OF SAID TRACT W2, N89°20'55"W, A DISTANCE OF 128.24 FEET TO THE POINT OF BEGINNING; THENCE S00°39'05"W, A DISTANCE OF 30.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF TRACT RBE, AS SHOW ON SAID AVENIR - POD 19; THENCE ALONG SAID NORTH LINE OF TRACT RBE, N89°20'55"W, A DISTANCE OF 15.00 FEET; THENCE N00°39'05"E, A DISTANCE OF 30.00 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE OF TRACT W2; THENCE ALONG SAID SOUTH LINE, S89°20'55"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 450 SQUARE FEET OR 0.0103 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. SKETCH AND 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 AND 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, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N89°20'55"W, ALONG THE SOUTH LINE OF TRACT W2, AVENIR - POD 19, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 141, PAGES 121 THROUGH 128 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 AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 04, 2026. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

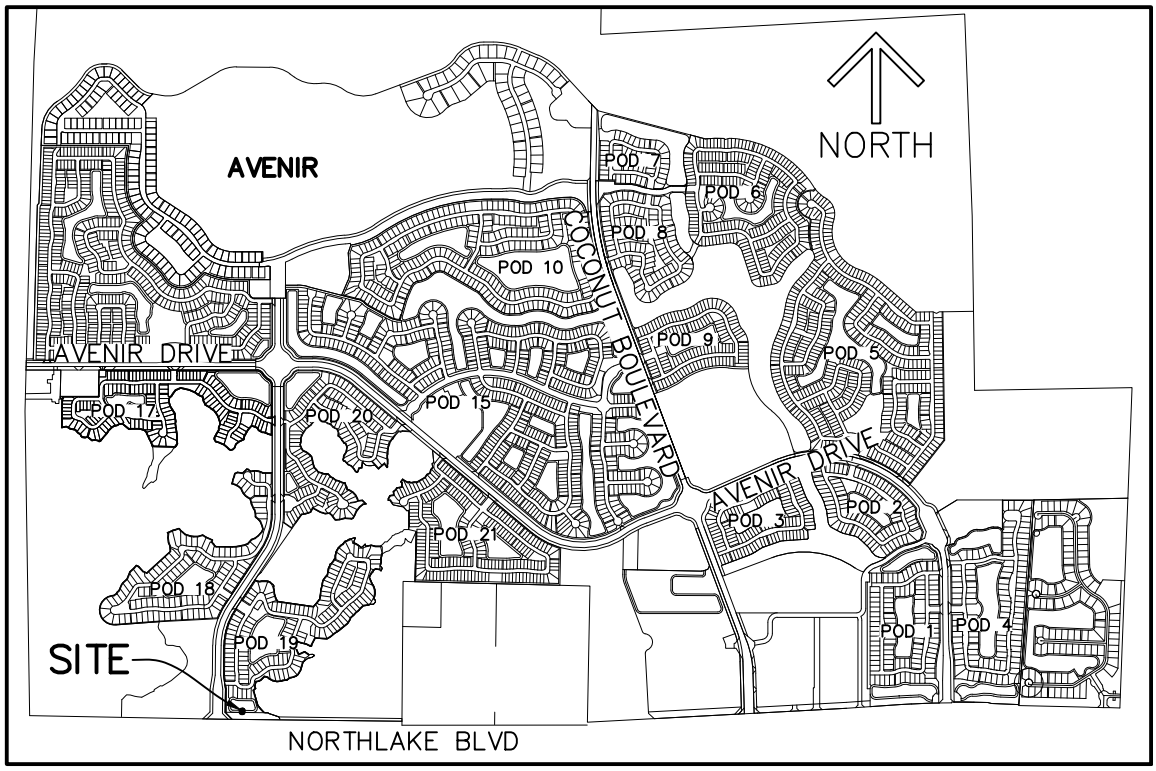
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR - POD 19
INTERCONNECT EASEMENT (TRACT LM2)
SKETCH AND DESCRIPTION

DAVID P. LINDLEY
PROFESSIONAL LAND SURVEYOR NO. 5005
STATE OF FLORIDA
LB 3591

DATE	8-04-2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	7955-Inter-A19-L

EXHIBIT "A"



LOCATION MAP
(NOT TO SCALE)

LEGEND/ABBREVIATIONS

LB – LICENSED BUSINESS
PB – PLAT BOOK
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
PG(S). – PAGE(S)

THIS IS NOT A SURVEY

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7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR – POD 19
INTERCONNECT EASEMENT (TRACT LM2)
SKETCH AND DESCRIPTION

DATE	8-04-2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	0955-Inter-A19-L

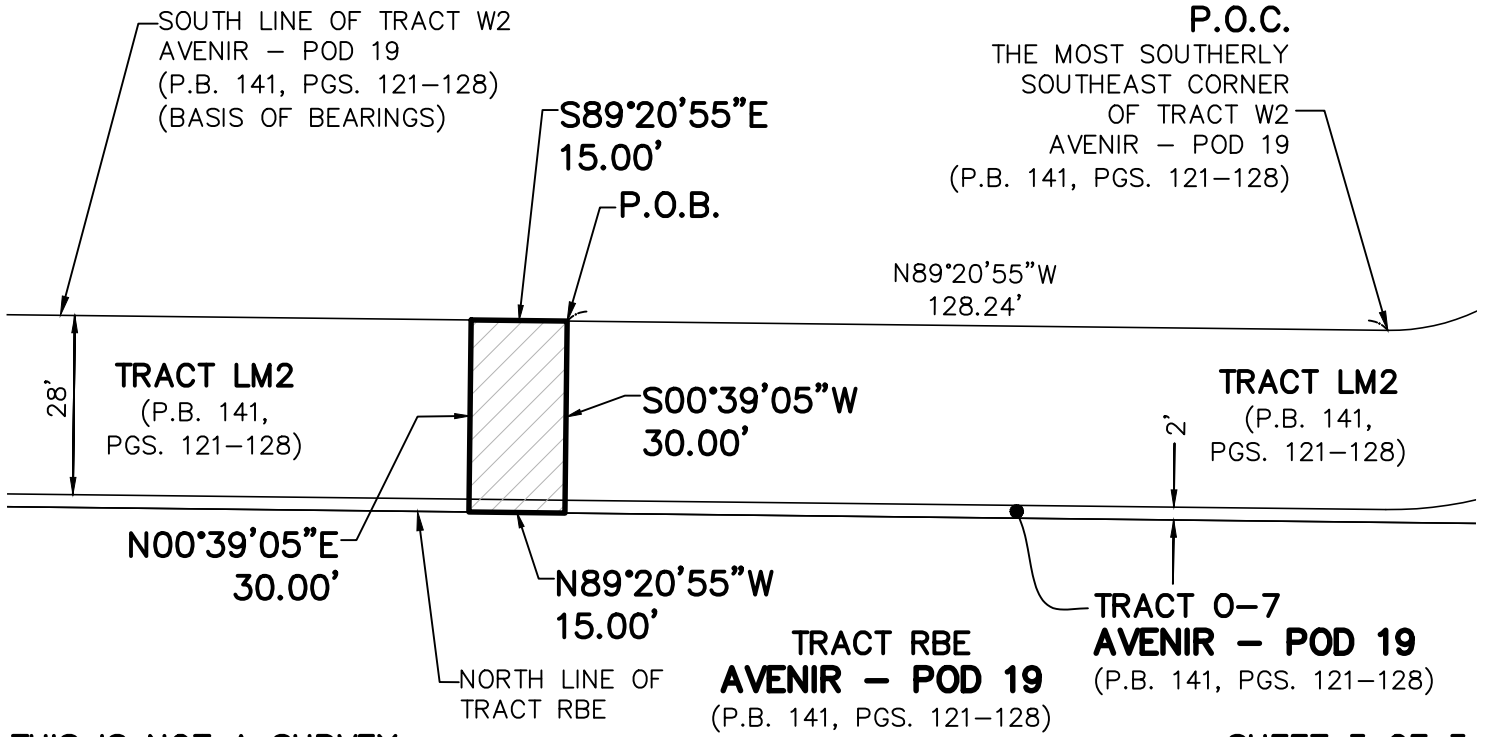
AVENIR – POD 19
(P.B. 141, PGS. 121–128)

EXHIBIT "A"

112 | 111 | 110 | 109

TRACT LM2
(P.B. 141,
PGS. 121–128)

TRACT W2
WATER MANAGEMENT TRACT
AVENIR – POD 19
(P.B. 141, PGS. 121–128)



THIS IS NOT A SURVEY

SHEET 3 OF 3

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

NORTH
0 15' 30'
1 INCH = 30 FEET

DATE	8–04–2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=30'
JOB NO.	7955-Inter-A19-L

AVENIR – POD 19
INTERCONNECT EASEMENT (TRACT LM2)
SKETCH AND DESCRIPTION

EXHIBIT "A"

DESCRIPTION:

BEING A PORTION OF TRACT O–2, TRACT O–11, TRACT PARK–1 AND TRACT R, AVENIR – POD 19, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 141, PAGES 121 THROUGH 128 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 132, AS SHOWN ON SAID AVENIR – POD 19; THENCE ALONG THE WEST LINE OF SAID LOT 132, S33°26'47"W, A DISTANCE OF 9.22 FEET; THENCE N56°33'13"W, A DISTANCE OF 15.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACT O–2; THENCE ALONG SAID WEST LINE OF TRACT O–2, N33°26'47"E, A DISTANCE OF 33.80 FEET; THENCE S62°19'02"E, A DISTANCE OF 169.44 FEET; THENCE S75°36'54"E, A DISTANCE OF 25.51 FEET; THENCE S72°27'27"E, A DISTANCE OF 105.99 FEET; THENCE S39°17'24"E, A DISTANCE OF 75.91 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF TRACT LM1, AS SHOWN ON SAID AVENIR – POD 19; THENCE ALONG SAID WEST LINE OF TRACT LM1, S50°42'36"W, A DISTANCE OF 15.00 FEET; THENCE N39°17'24"W, A DISTANCE OF 71.44 FEET; THENCE N72°27'27"W, A DISTANCE OF 101.11 FEET; THENCE N75°36'54"W, A DISTANCE OF 26.84 FEET; THENCE N62°19'02"W, A DISTANCE OF 157.62 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACT O–11; THENCE ALONG SAID WEST LINE OF TRACT O–11, S33°26'47"W, A DISTANCE OF 11.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,909 SQUARE FEET OR 0.1357 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. SKETCH AND 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.
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3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS–OF–WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S33°26'47"W, ALONG THE WEST LINE OF TRACT RW2, AVENIR – POD 19, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 141, PAGES 121 THROUGH 128 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.
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CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 04, 2026. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J–17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

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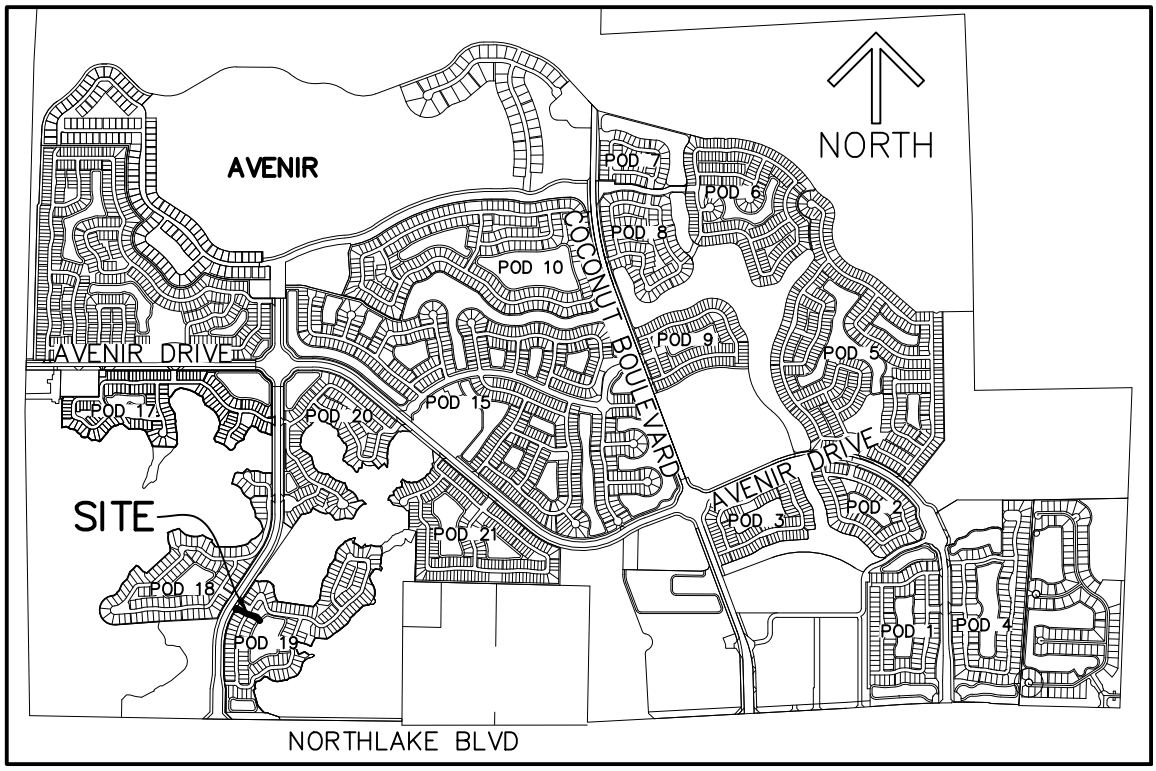
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
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7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)–392–1991 / FAX (561)–750–1452

AVENIR – POD 19
INTERCONNECT EASEMENT (TRACT R)
SKETCH AND DESCRIPTION

DAVID P. LINDLEY
PROFESSIONAL LAND SURVEYOR NO. 5005
STATE OF FLORIDA
LB 3591

DATE	8–04–2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	7955–Inter–A19–R

EXHIBIT "A"



LOCATION MAP
(NOT TO SCALE)

LEGEND/ABBREVIATIONS

℄ – CENTERLINE
DE – DRAINAGE EASEMENT
LB – LICENSED BUSINESS
LBE – LANDSCAPE BUFFER EASEMENT
LSAE – LIFT STATION ACCESS EASEMENT
O.R.B. – OFFICIAL RECORD BOOK
PB – PLAT BOOK
P.O.B. – POINT OF BEGINNING
PG(S). – PAGE(S)
SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
UE – UTILITY EASEMENT
YDE – YARD DRAINAGE EASEMENT

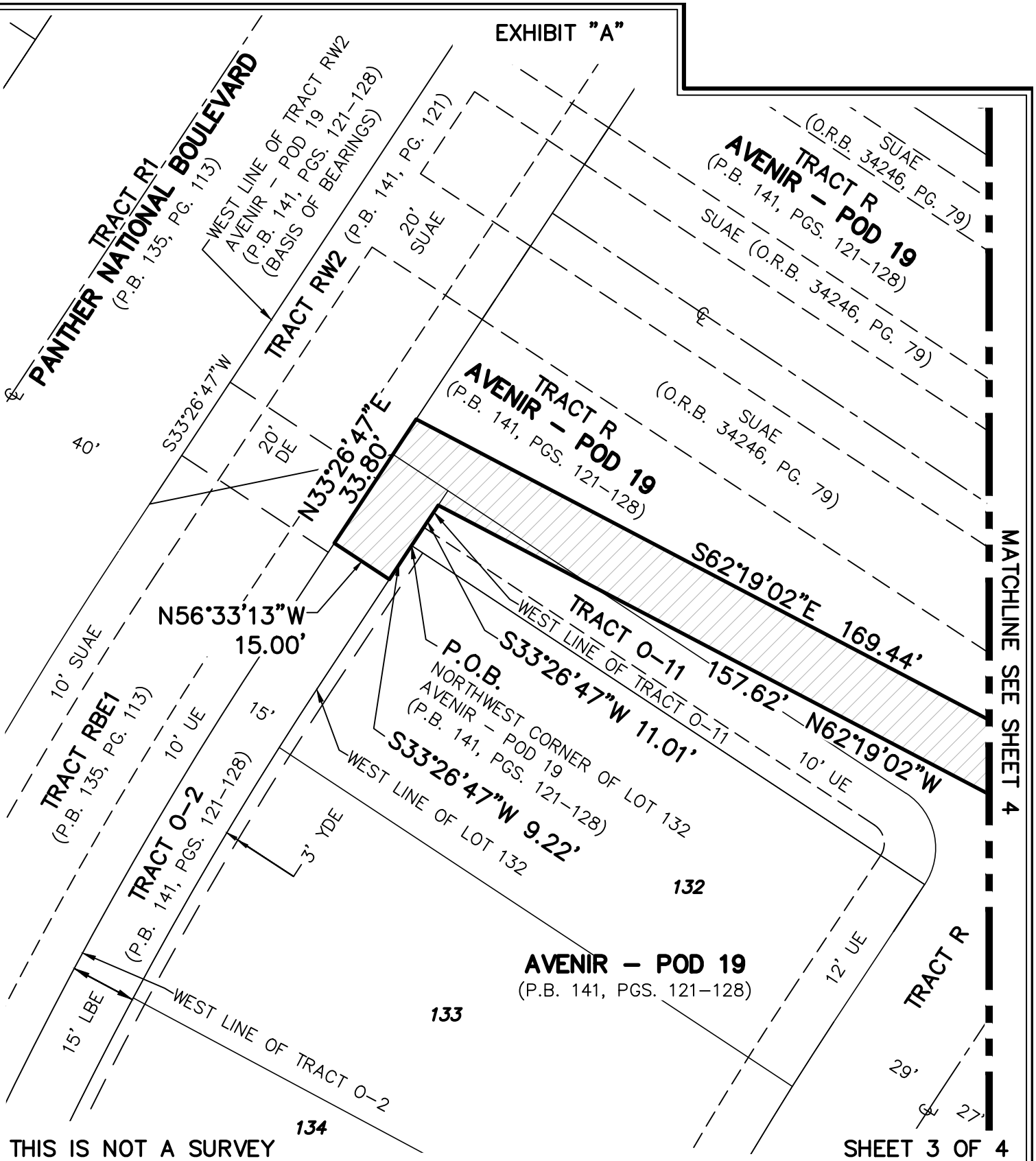
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7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)–392–1991 / FAX (561)–750–1452

AVENIR – POD 19
INTERCONNECT EASEMENT (TRACT R)
SKETCH AND DESCRIPTION

DATE	8–04–2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	0955–Inter–A19–R

EXHIBIT "A"



THIS IS NOT A SURVEY

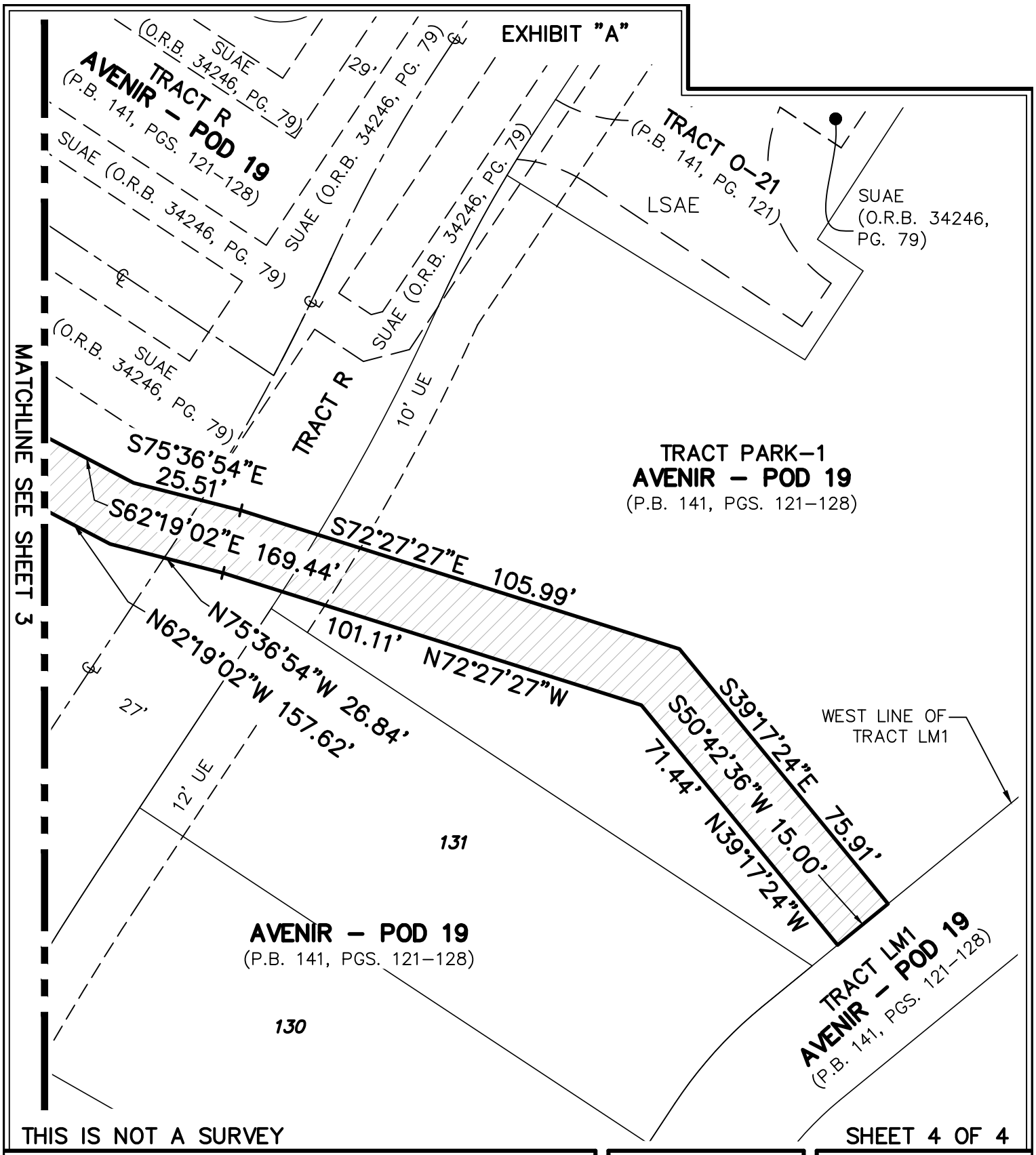
SHEET 3 OF 4

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

NORTH
0 15' 30'
1 INCH = 30 FEET

DATE	8-04-2026
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=30'
JOB NO.	7955-Inter-A19-R

AVENIR – POD 19
INTERCONNECT EASEMENT (TRACT R)
SKETCH AND DESCRIPTION



THIS IS NOT A SURVEY

SHEET 4 OF 4

CAULFIELD & WHEELER, INC.
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PHONE (561)–392–1991 / FAX (561)–750–1452

NORTH

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1 INCH = 30 FEET

DATE	8–04–2026
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F.B./ PG.	N/A
SCALE	1"=30'
JOB NO.	7955–Inter–A19–R

AVENIR – POD 19
INTERCONNECT EASEMENT (TRACT R)
SKETCH AND DESCRIPTION

Prepared by and return to:

Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401

[Space Above This Line for Recording Data]

BOARDWALK EASEMENT AGREEMENT

[AVENIR – POD 19]

THIS BOARDWALK EASEMENT AGREEMENT (this "***Agreement***") is made and entered into this 11th day of August, 2026 (the "***Effective Date***"), by and among AVENIR DEVELOPMENT, LLC, a Florida limited liability company ("***Grantor***"), whose address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, KH LE RIVAGE LLC, a Florida limited liability company, its successors and assigns ("***Developer***"), whose mailing address is 4807 PGA Boulevard, Palm Beach Gardens, FL 33418, and AVENIR – POD 19 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not-for-profit ("***Association***" and together with Developer, "***Grantee***"), whose mailing address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134.

WHEREAS, Grantor is the owner of the real property described on Exhibit "A" attached hereto and made a part hereof (the "***Easement Area***");

WHEREAS, Developer, at Developer's sole cost and expense, intends to construct a pedestrian boardwalk (the "***Boardwalk***") within the Easement Area and following construction transfer the ownership of the Boardwalk to the Association, and in connection therewith, Grantee desires an easement for the construction, use, operation, maintenance, repair, ownership and replacement of the Boardwalk; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive easement within the Easement Area to construct, use, operate, maintain, repair, ownership and replace the Boardwalk.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein expressed, the faithful performance of the same and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

SECTION 1. RECITALS AND FINDINGS

1.01 The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

SECTION 2. TERM

2.01 This Agreement shall be effective upon the Effective Date and shall remain in effect in perpetuity unless this Agreement is terminated pursuant to the terms hereof.

SECTION 3. EASEMENT PREMISES AND PERMITTED USES

3.01 Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive perpetual easement to enter upon the Easement Area for the purposes of constructing, using, operating, maintaining, repairing, and replacing the Boardwalk within the Easement Area, as follows:

(a) Grantee shall be responsible for restoration of the Easement Area, as well as any other property that is damaged or otherwise altered by Grantee or Grantee's agents performing any service or work in connection with construction, use, operation, maintenance, repair, or replacement of the Boardwalk, provided that Grantee shall have no responsibility under this Section 3.01(a) for restoration of the Easement Area or any other property damaged or altered by Grantor or Grantor's agents;

(b) Grantee shall be responsible for the care, protection and condition of all work associated with the Boardwalk and shall make good at Grantee's own costs any damage or injury occurring from any cause arising out of Grantee's negligence, acts, or omissions, or the negligence, acts or omissions of Grantee's agents, including, but not limited to contractors and subcontractors performing any service or work in connection with the Boardwalk, provided that Grantee shall have no responsibility or liability under this Section 3.01(b) to the extent any such damage or injury is caused by the negligence, acts, or omissions of Grantor or Grantor's agents, contractors, or representatives; and

(c) Notwithstanding anything to the contrary in this Section 3.01, Grantor shall be solely responsible for, shall bear all costs of, and shall promptly reimburse Grantee for the reasonable actual and documented out-of-pocket costs incurred by Grantee to restore or repair damages to the Easement Area or the Boardwalk, to the extent arising out of the negligence, acts, or omissions of Grantor or Grantor's agents, contractors, employees, or representatives, and to the extent such restoration or repairs are not completed by the Grantor after having received thirty (30) days notice of the same from Grantee. Any requests made by Grantee under this provision shall be accompanied by reasonable documentation substantiating such costs.

3.02 Prior to construction of the Boardwalk, Grantor and Grantee agree that any change to the design, placement and type of construction of the Boardwalk from that approved by the City of Palm Beach Gardens (the "***City***") pursuant to City Resolution 5, 2026, shall be subject to the prior approval of Grantor, such approval not to be unreasonably withheld, conditioned or delayed, and further subject to permitting by the City or any other governmental Authority (as later defined herein) having jurisdiction thereof. Grantor shall respond to any written request for such consent within thirty (30) days after receipt of the request together with reasonably sufficient supporting information; if Grantor fails to respond within such period, the requested consent shall be deemed granted. Grantee acknowledges that it does not have a right to grant a

lien on the Easement Area. Grantee shall timely pay any and all costs and expenses actually incurred by Grantee in connection with the construction, use, operation, maintenance, repair, or replacement of the Boardwalk. Except as expressly set forth below with respect to liens, Grantor shall not incur costs on Grantee's behalf and invoice Grantee therefor without Grantee's prior written consent. If any agent, representative, consultant, contractor, subcontractor or others affiliated with Grantee, place, or cause to be placed, a lien on the Easement Area, then Grantee shall within fifteen (15) business days of Grantee's notice of the recording of such lien, fully pay, bond for payment, or otherwise secure payment and satisfaction of the lien. If Grantee fails to discharge the lien within such period, Grantor may directly pay the relevant lienor(s) in order to fully satisfy and discharge the lien, or may discharge same via bond, and the amount paid by Grantor therefor (whether directly or by bond), plus all other reasonable, actual, and documented out-of-pocket costs incurred by Grantor, shall be due and payable by Grantee to Grantor within fifteen (15) business days of request therefor (which request shall be accompanied by reasonable documentation substantiating such costs). The remedies provided herein shall be in addition to all other remedies available to Grantor under this Agreement and any applicable laws. This provision shall survive any termination, cancellation, rescission, or expiration of this Agreement.

3.03 Following the construction of the Boardwalk, any renovation, repair, or reconstruction thereof, no further consent or approval of Grantor is required; however, Grantee must obtain all required permits and approvals for such project from all applicable governmental authorities, including but not limited to, the City, Palm Beach County, the South Florida Water Management District, and Florida Department of Environmental Protection (individually and collectively, a "***Governmental Authority***"). Grantor agrees to reasonably cooperate with, and provide reasonable assistance to Grantee, in connection with Grantee's efforts to obtain such permits and approvals, including executing applications, consents, or other documentation reasonably required by a Governmental Authority in Grantor's capacity as the underlying fee owner of the Easement Area.

3.04 Grantee hereby covenants and agrees to occupy and use the Easement Area only for the purpose of constructing, using, operating, maintaining, repairing, owning, and replacing the Boardwalk and for no other purposes.

SECTION 4. CONSIDERATION AND MAINTENANCE

4.01 Consideration: Grantee acknowledges and agrees that Grantee shall be the owner of the Boardwalk and is fully responsible for any and all costs associated with the Boardwalk. Grantee's ownership of the Boardwalk is one of the permitted purposes for which Grantee may occupy and use the Easement Area under Section 3.04, and, notwithstanding such ownership, Grantee's rights with respect to the Easement Area are and remain limited to the easement rights granted in Section 3 of this Agreement.

4.02 Maintenance: Grantee acknowledges and agrees that it is the party responsible for (i) the construction and ongoing maintenance and all costs and expenses associated with the maintenance of the Boardwalk, (ii) constructing and maintaining the Boardwalk in good condition and repair and in compliance with all applicable laws and regulations, and (ii) ensuring the safety and security of the Boardwalk.

4.03 Default by Grantee: In addition to any other remedies available at law or in equity, and any other rights of Grantor expressly provided in this Agreement, if Grantee fails, refuses, or neglects to furnish or perform any one or more of the required operation and/or maintenance services required of Grantee under this Agreement within thirty (30) days from the date of receipt of a written notice of default from Grantor, the Avenir Community Development District (the "***CDD***"), and/or their successors and/or assigns (the "***Grantor Party***") (or if the nature of such default is such that more than thirty (30) calendar days are reasonably required for its cure, such additional time as may reasonably be required for such cure so long as Grantee commences such cure within said thirty (30) calendar day period and thereafter diligently pursues such cure to completion), the Grantor Party, in its reasonable discretion, may elect to (i) assume responsibility as to the Boardwalk, or (ii) close the Boardwalk and prohibit use thereof by Grantee and its members, agents, and invitees until such time as the Boardwalk is in the condition required by this Agreement. In such event, Grantee shall reimburse the Grantor Party for the reasonable out-of-pocket costs incurred by the Grantor Party in providing such services (the "***Reimbursement Payments***"). In connection with any request by the Grantor Party for Reimbursement Payments, the Grantor Party shall provide Grantee copies of invoices for such services provided by the Grantor Party and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable services. The remedies available to the Grantor Party under this Section 4.04 are specific to Grantee's failure to perform operation and/or maintenance services and are in addition to, and not in lieu of, the remedies available to Grantor under Section 8 for other defaults by Grantee under this Agreement; provided that the Grantor Party shall not recover duplicative amounts for the same underlying failure under both Section 4.04 and Section 8.

4.05 Fines. Grantee shall be solely responsible for any and all fines, penalties, or other costs imposed or levied by any Governmental Authority pertaining to the construction, use, operation, maintenance, repair, or replacement of the Boardwalk, except to the extent such fines, penalties, or other costs arise out of the negligence, acts, or omissions of Grantor or Grantor's agents, contractors, or representatives, or out of Grantor's failure to timely perform its obligations under Section 3.03. Any fines, penalties, or other costs imposed shall be paid by the Grantee within fifteen (15) business days of Grantee's actual knowledge of such fine, penalty, or other cost.

4.06 Late Payments: If a party shall fail to make any payment when due that is not cured within ten (10) days after receipt of written notice of such failure from the other party, the non-paying party shall pay, in addition to the payment then due, an administrative charge equal to the lesser of five percent (5%) or the maximum amount permitted by applicable law of the past due payment. The non-paying party will reimburse the other party for any bank and administrative charges incurred by the other party as a result of any dishonored payment.

SECTION 5. INDEMNIFICATION

5.01 Grantee agrees to indemnify and hold harmless Grantor, Grantor Party, the CDD, and all their respective officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property to the extent arising out of Grantee's negligence or Grantee's failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names

Grantor Party, Grantor or the CDD as a party defendant, Grantor Party, Grantor and the CDD, as applicable, shall be held harmless by Grantee as to all actual costs and expenses associated with the litigation related to that claim to the extent arising out of Grantee's negligence or Grantee's failure to comply with all the terms and conditions of this Agreement, including but not limited to, out-of-pocket costs, reasonable attorneys' fees, reasonable paralegal expenses, reasonable attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein.

5.02 Grantor agrees to indemnify and hold harmless Grantee and its respective affiliates, officers, directors, members, and employees ("***Grantee Party***" or "***Grantee Parties***") from any loss, damage, or injury to persons or property to the extent arising out of Grantor's negligence or Grantor's failure to comply with the terms and conditions of this Agreement. If a claim is litigated and names a Grantee Party as a party defendant, the Grantee Party shall be held harmless by Grantor as to all actual costs and expenses associated with the litigation related to that claim to the extent arising out of Grantor's negligence or Grantor's failure to comply with the terms and conditions of this Agreement, including but not limited to, out-of-pocket costs, reasonable attorneys' fees, reasonable paralegal expenses, reasonable attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein. This provision shall not be applicable against any Grantor that is a local, state, or federal governmental entity or agency, including, but not limited to, the Avenir Community Development District and the City.

SECTION 6. INSURANCE

6.01 The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law.

6.02 **GRANTEE, AT ALL TIMES DURING THE TERM OF THIS AGREEMENT, AND THE CONTRACTOR(S) (EACH, A "*CONTRACTOR*") HIRED BY GRANTEE IN ACCORDANCE WITH THIS AGREEMENT, PRIOR TO ANY CONSTRUCTION, REPAIR, MAINTENANCE, OR REPLACEMENT ACTIVITY UNDERTAKEN WITH RESPECT TO THE BOARDWALK, SHALL SUBMIT TO GRANTOR PARTY COPIES OF ITS REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT (DEFINED TO MEAN THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) AND GRANTOR PARTY (DEFINED TO MEAN GRANTOR, ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) ARE ADDITIONAL INSUREDS WITH RESPECT TO THE REQUIRED COVERAGES OF GRANTEE AND THE CONTRACTOR.**

In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. Grantee and Contractor shall not perform any construction, maintenance,

repair or replacement of the Boardwalk unless all required insurance remains in full force and effect.

6.03 Grantee shall require Contractor to procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

6.04 Grantor does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Grantee's or Contractor's interest or liabilities but are merely minimum requirements established by Grantor.

6.05 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to Grantor by certified mail.

6.06 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

6.07 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Grantor with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

6.08 Contractor shall be responsible for payment of the premiums associated with its insurance policies.

6.09 Intentionally deleted.

6.10 Intentionally deleted.

6.11 Violation of the terms of this Section and its sub-parts shall constitute a breach of this Agreement, subject to the notice and cure provisions and remedies set forth in Section 8.

SECTION 7. TERMINATION

7.01 In addition to any other provision of this Agreement providing for termination hereof, Grantor may terminate this Agreement for cause in accordance with the provisions of Section 8 hereof.

SECTION 8. DEFAULT

8.01 The failure of Grantee to observe or perform any of the covenants, conditions or provisions of this Agreement shall constitute a material breach of this Agreement by Grantee, where such failure continues for a period of thirty (30) calendar days after written notice thereof from Grantor Party, and/or their successors and/or assigns, to Grantee; provided, however, that if the nature of Grantee's default is such that more than thirty (30) calendar days are reasonably required for its cure, Grantee shall not be deemed to be in default if Grantee commences such cure within said thirty (30) calendar day period and thereafter diligently pursues such cure to completion. For the avoidance of doubt, this Section 8 governs defaults by Grantee generally, while Section 4.04 governs, and provides the specific remedies applicable to, Grantee's failure to perform the operation and/or maintenance services described therein, all as more particularly set forth in Section 4.04.

8.02 In the event of any uncured default or breach by Grantee continuing beyond the applicable notice and cure period, Grantor, may at any time thereafter, without notice or demand and without limiting Grantor in the exercise of any right or remedy which Grantor may have by reason of such default or breach, terminate Grantee's right to use and possession of the Easement Area by any lawful means and retake possession thereof.

8.03 If this Agreement is terminated, then Grantee shall, at Grantee's sole cost and expense, promptly remove the Boardwalk from the Easement Area and return the Easement Area to a substantially similar condition existing prior to the installation of the Boardwalk within the Easement Area.

8.04 Default by Grantor: The failure of Grantor to observe or perform any of the covenants, conditions, or obligations of Grantor under this Agreement (including, without limitation, Grantor's cooperation obligations under Section 3.03) shall constitute a material breach of this Agreement by Grantor if such failure continues for a period of thirty (30) calendar days after written notice thereof from Grantee to Grantor; provided, however, that if the nature of Grantor's default is such that more than thirty (30) calendar days are reasonably required for its cure, Grantor shall not be deemed to be in default if Grantor commences such cure within said thirty (30) calendar day period and thereafter diligently pursues such cure to completion. In the event of any uncured default or breach by Grantor continuing beyond the applicable notice and cure period, Grantee may, in addition to any other remedies available at law or in equity, elect to (i) cure such default on Grantor's behalf and invoice Grantor for the reasonable, actual, and documented out-of-pocket costs incurred by Grantee in effecting such cure, which amounts Grantor shall reimburse to Grantee within thirty (30) days of invoice, (ii) pursue damages, specific performance, or injunctive relief, and/or (iii) terminate this Agreement.

SECTION 9. COVENANT RUNNING WITH EASEMENT AREA.

9.01 It is intended that the terms, covenants and conditions set forth in this Agreement shall be construed as both covenants and conditions and that they shall run with the Easement Area, and be affirmatively enforceable against the parties and their respective successors and assigns and shall continue to be an easement and covenants benefiting, binding and running with the Easement Area.

SECTION 10. ASSIGNMENT

10.01 Notwithstanding anything contained herein to the contrary, Developer shall have the right to assign its rights and obligations to the entity owning the lands benefitted by the easement granted in this Agreement and constructing the Boardwalk. With such assignment, such assignee shall be deemed the "Developer" under this Agreement and KH LE RIVAGE LLC, a Florida limited liability company, shall have no further obligations or liabilities under this Agreement. In addition, notwithstanding anything contained herein to the contrary, upon construction of the Boardwalk and the conveyance of the same to Association, Developer shall have no further obligations or liabilities under this Agreement and Association shall be deemed the sole Grantee under this Agreement.

SECTION 11. SEVERABILITY

11.01 Should any part, term, or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 12. GOVERNING LAW AND VENUE

12.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

SECTION 13. CONSTRUCTION OF AGREEMENT

13.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural and all words in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

SECTION 14. ENTIRE AGREEMENT, NO ORAL MODIFICATION

14.01 This Agreement represents the entire and integrated agreement between Grantee and Grantor and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement may only be amended by written instruments signed by both Grantor and Grantee and recorded in the Public Records of Palm Beach County, Florida. The failure of a party to insist on strict performance of any terms of this Agreement shall not be construed as a waiver and relinquishment for the future of any term, condition or election but the same shall remain in full force and effect.

SECTION 15. CONFLICT OF INTEREST

Inasmuch as the Easement Area is intended to be subsequently owned by the CDD:

15.01 Grantee covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with Grantor or the CDD. Grantee further covenants that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of Grantee or its agents and employees must be disclosed in writing to Grantor and the CDD.

15.02 Grantee is aware of the conflict of interest laws and Chapter 112, Florida Statutes (2025), as amended, and agrees that it will comply in all respects with the terms of said laws.

15.03 Grantee warrants that it has not employed or retained any person employed by Grantor or the CDD to solicit or secure this Agreement, and that they have not offered to pay, paid, or agreed to pay, any public official or person employed by Grantor or the CDD any fee, commission, percentage, brokerage fee, or gift of any kind contingent or resulting from the award of this Agreement.

SECTION 16. NOTICES

16.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

IF TO ASSOCIATION:

Avenir – Pod 19 Neighborhood Association, Inc.
550 Biltmore Way, Suite 1110
Coral Gables, FL 33134
Attention: Rosa Eckstein Schechter, Esq.
E-Mail: res@landstardevelopment.com

And

KH LE RIVAGE LLC
Attention: Nicolas T. Shoopman
4807 PGA Blvd.
West Palm Beach, FL 33418
Email: nshoopman@kolterhomes.com

COPY TO:

Kolter Homes Acquisitions LLC
Attn: Legal Department
4807 PGA Blvd.
West Palm Beach, FL 33418
Email: kolterhomeslegal@kolterhomes.com and
ssmith@kolterhomes.com

And

Shuffield, Lowman & Wilson, P.A.
Attention: Scott A. Cookson, Esq.
1000 Legion Place, Suite 1700
Orlando, FL 32801
Email: scookson@shuffield.com

IF TO DEVELOPER:

KH LE RIVAGE LLC
Attention: Nicolas T. Shoopman
4807 PGA Blvd.
West Palm Beach, FL 33418
Email: nshoopman@kolterhomes.com

COPY TO:

Kolter Homes Acquisitions LLC
Attn: Legal Department

4807 PGA Blvd.
West Palm Beach, FL 33418
Email: kolterhomeslegal@kolterhomes.com and
ssmith@kolterhomes.com

And

Shuffield, Lowman & Wilson, P.A.
Attention: Scott A. Cookson, Esq.
1000 Legion Place, Suite 1700
Orlando, FL 32801
Email: scookson@shuffield.com

IF TO GRANTOR:

AVENIR DEVELOPMENT, LLC
550 Biltmore Way, Suite 1110
Coral Gables, FL 33134
Attention: David Serviansky
Telephone No.: (305) 461-2440, Extension 17
E-Mail Address: ds@landstardevelopment.com

COPY TO:

AVENIR COMMUNITY DEVELOPMENT DISTRICT
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager
Telephone No.: (561) 630-4922
jpierman@sdsinc.org & mbowden@sdsinc.com

COPY TO:

Rosa Eckstein Schechter, Esq.
550 Biltmore Way, Suite 1110
Coral Gables, FL 33134
Telephone No.: (305) 461-2440, Extension 17
E-Mail Address: res@landstardevelopment.com

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.

SECTION 17. WAIVER OF JURY TRIAL.

17.01 GRANTOR AND GRANTEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY RELATING HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[Signature Page to Boardwalk Easement Agreement]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

AVENIR DEVELOPMENT, LLC,
a Florida limited liability company

Witness sign:_____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Rosa Eckstein Schechter
Vice President

Witness sign:_____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 _____, 2026, by Rosa Eckstein Schechter, Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company, who:

☒ is personally known to me or
☐ has produced _____ as identification.

_____
Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Seal:_____

[Signature Page to Boardwalk Easement Agreement]

IN WITNESS WHEREOF, Developer has caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

Witness sign:_____
Print name:_____
Print Address:_____
_____

Witness sign:_____
Print name:_____
Print Address:_____
_____

KH LE RIVAGE LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, the _____ of KH LE RIVAGE LLC, a Florida limited liability company, on behalf of the company, who:

☐ is personally known to me or
☐ has produced _____ as identification.

_____
Notary Public – State of _____

Notary Seal:_____

[Signature Page to Boardwalk Easement Agreement]

IN WITNESS WHEREOF, Association has caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

AVENIR – POD 19 NEIGHBORHOOD ASSOCIATION, INC.,
a Florida corporation not-for-profit

Witness sign:_____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Rosa Eckstein Schechter
Vice President

Witness sign:_____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 _____, 2026, by Rosa Eckstein Schechter, the Vice President of AVENIR – POD 19 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation, who:

☐ is personally known to me or
☐ has produced _____ as identification.

_____
Notary Public – State of _____
Eileen Valdes Jimenez

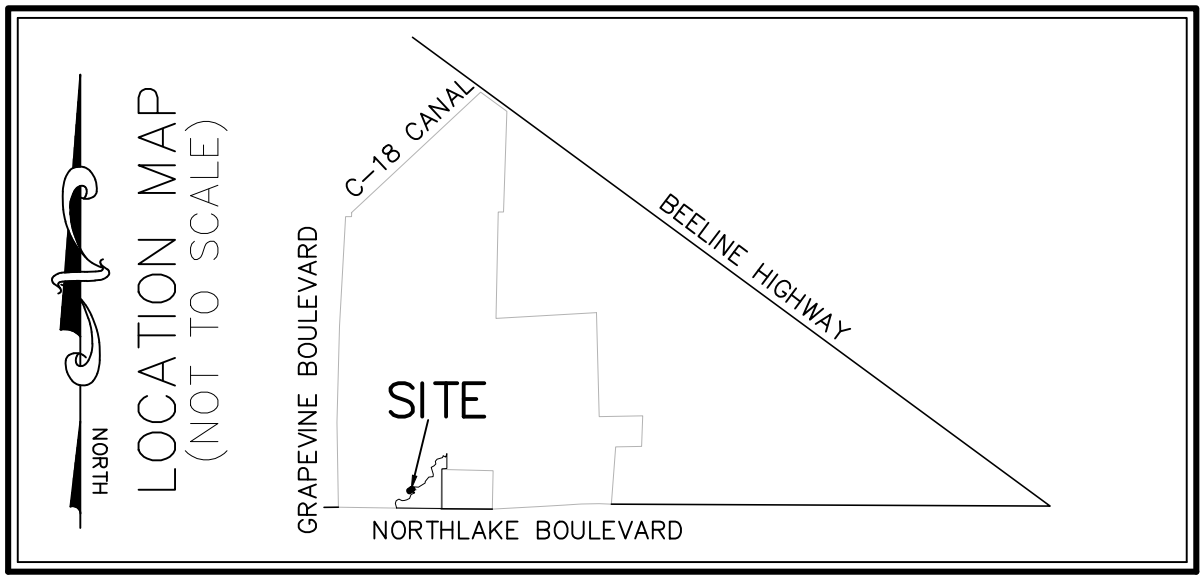
Notary Seal:_____

EXHIBIT "A"

Easement Area

[See attached]

EXHIBIT "A"



NOTES:

1. SKETCH AND 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 AND 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, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S89°20'55"W, ALONG THE SOUTH LINE OF TRACT C-4, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85 THROUGH 109 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, (90 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 JUNE 23, 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.

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

BOARDWALK EASEMENT FOR AVENIR
POD 19 OVER CONSERVATION AREA C-4
SKETCH OF DESCRIPTION

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB 3591

DATE	6/23/2026
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955bwalk19

DESCRIPTION:

A PORTION OF TRACT C–4, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

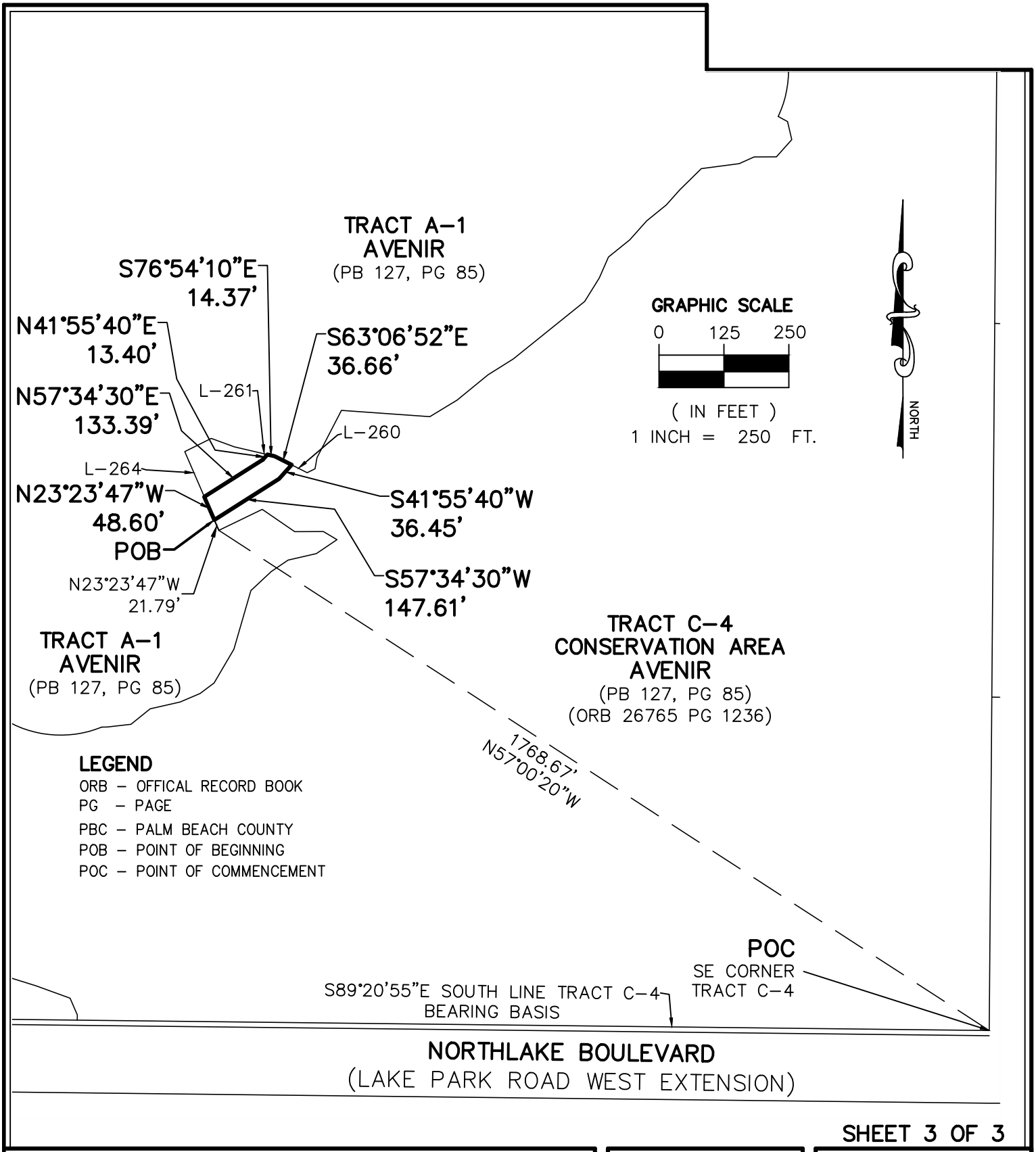
COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT C–4; THENCE N57°00'20"W, A DISTANCE OF 1,768.67 FEET TO A POINT OF INTERSECTION WITH A BOUNDARY LINE OF SAID TRACT C–4, ALSO BEING THE SOUTH END OF LINE SEGMENT L–264, AS SHOWN ON SHEET 9 OF SAID PLAT; THENCE N23°23'47"W ALONG SAID BOUNDARY LINE, A DISTANCE OF 21.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N23°23'47"W ALONG SAID BOUNDARY LINE, A DISTANCE OF 48.60 FEET; THENCE N57°34'30"E, A DISTANCE OF 133.39 FEET; THENCE N41°55'40"E, A DISTANCE OF 13.40 FEET TO A POINT OF INTERSECTION WITH WITH A BOUNDARY LINE OF SAID TRACT C–4, ALSO BEING LINE SEGMENT L–261 AS SHOWN ON SAID SHEET 9 ; THENCE S76°54'10"E ALONG SAID BOUNDARY LINE, A DISTANCE OF 14.37 FEET; THENCE S63°06'52"E ALONG A BOUNDARY LINE OF SAID TRACT C–4 BEING LINE SEGMENT L–260 AS SHOWN ON SAID SHEET 9, A DISTANCE OF 36.66 FEET; THENCE S41°55'40"W, A DISTANCE OF 36.45 FEET; THENCE S57°34'30"W, A DISTANCE OF 147.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,003 SQUARE FEET OR 0.184 ACRES, MORE OR LESS.

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

BOARDWALK EASEMENT FOR AVENIR
POD 19 OVER CONSERVATION AREA C–4
SKETCH OF DESCRIPTION

DATE	6/23/2026
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955bwalk19



SHEET 3 OF 3

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

BOARDWALK EASEMENT FOR AVENIR
POD 19 OVER CONSERVATION AREA C–4
SKETCH OF DESCRIPTION

DATE	6/23/2026
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955bwalk19

FPL Account Number: 99630-00550

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Avenir Community Development District (hereinafter called the Customer), requests on this 28 day of July, 2026, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) 16 Pedestrian SL's along Northlake Blvd Parkway Buffer Pod C, located in Palm Beach Gardens, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
LED, Mesa Fixture	75	7456	4000K	16	0

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Black Tapered Concrete Pole 14'6'(10" MH)	16	0
		0

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): Install 16 x 75Watt 4K Mesa LED fixtures on 14'.6"' (10' MH) Tapered concrete poles. Customer installing required conduit and hand-holes.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer theelectric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement,all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC)or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of $190.64 These charges may be adjusted subject to review and approval by the FPSC.

3. To pay Contribution in Aid of Construction (CIAC) in the amount of $0.00 prior to FPL's initiating the requested installation or modification.

4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to reviewand approval by the FPSC.

5. To purchase from FPL all the electric energy used for the operation of the Lighting System.

6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessaryfor planning the design and completing the construction of FPL facilities associated with the Lighting System.

8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.

9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal ofstumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trenchlocations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.

10. For FPL-owned fixtures on customer-owned systems:
    a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
    b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
    c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities isdefined as the following:

    a. the addition of lighting facilities:
    b. the removal of lighting facilities; and
    c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

    Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Paymentshall be made by the Customer in advance of any relocation.
    Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.

13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.

16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer ofthe obligation to perform any of the terms and conditions of this Agreement.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer andFPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.

21. The lighting facilities shall remain the property of FPL in perpetuity.

22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service andthe Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Avenir Community Development District
Customer (Print or type name of Organization)

By: Virginia Cepero
Signature (Authorized Representative)

Virginia Cepero
(Print or type name)

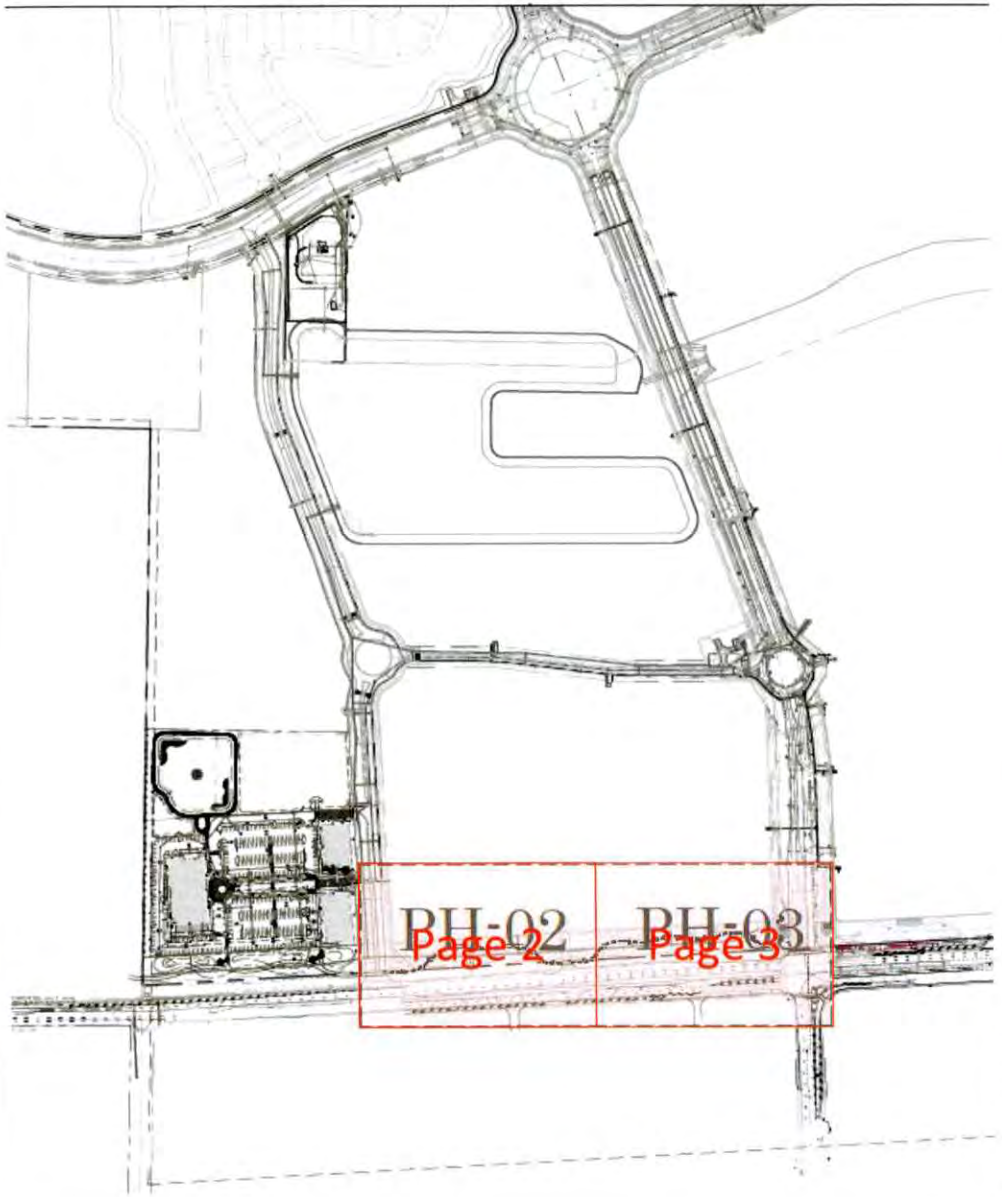
Title: CHAIR

FLORIDA POWER & LIGHT COMPANY

By: Diego Febres-Cordero
(Signature)

Diego Febres
(Print or type name)

Title: FPL Sr. Representative, LED Lighting Solutions



☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☑ 23 kV ☐ SALT SPRAY ☐ _____

N

10FT EASEMENT WILL BE REQUIRED

LEGEND	
	New 17" Hand - Hole
	New 24" Hand - Hole
	Existing Hand - Hole
	New Street Light Concrete Pole
	Existing UG PVC & Cable
	New UG PVC & Cable
	Existing Padmount Transformer

Installation Product Summary

Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 75W 4000K 7,456	75W	4000K	16
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	16

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CENTERED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE DATE	FOREMAN'S SIGNATURE DATE	SUPERVISOR'S SIGNATURE DATE	INITIALS CERT. DATE

Easement? Yes ☐ ☒	Survey/Stake? Yes ☐ ☒	Work with SMO? Yes ☐ ☒		
Tree Work? Yes ☐ ☒	Designer/Stake? Yes ☐ ☒	CT/Special Mtr? Yes ☐ ☒		
PERMIT REQ'D City	County Rd.	County Air	State Road	FAA
WMD	RR Xing	DR. Dist.	Transm.	

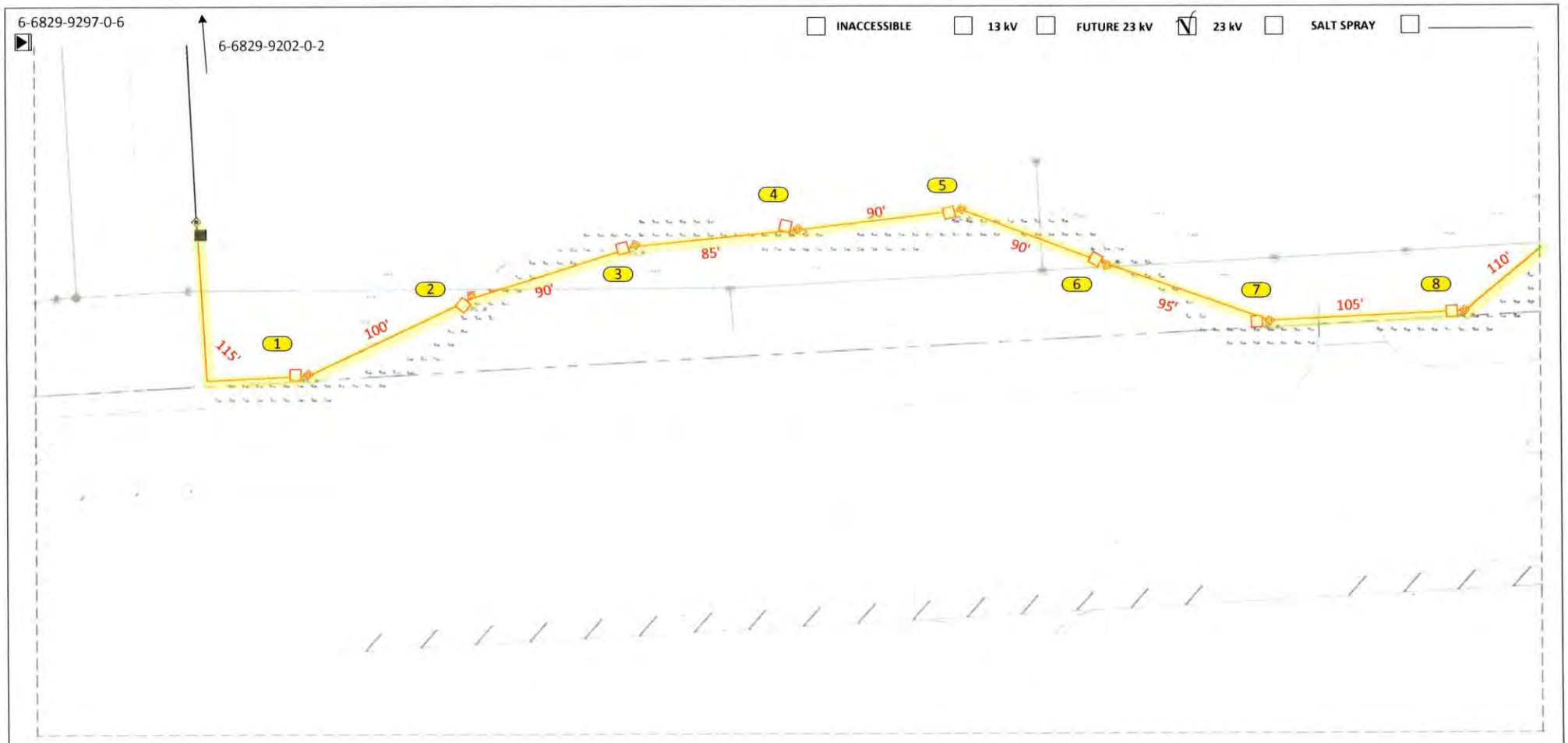
Requested Tel. Co. Set Poles? YES ☐ NO ☒
Requested Tel. Co. Transfer? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per
Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No. –	Map Posting? YES ☒ NO ☐	Posted by:	

FPL

AVENIR – 16 PED SL'S ALONG NORTHLAKE BLVD PKWY
INS (16) NEW SL FIXTURES AND (16) NEW SL POLES
12955 NORTH LAKE RD, WEST PALM BEACH, FL

Designed by: NICHOLAS A. HERNANDEZ		Date:	07/28/26
Drawn by: NAH	Check by:	Dwg No.	1 OF 3
Rural Location Sec. ##	TWP. ##	S,R. ##	E.
SCALE: N.T.S	St. Lt MAP No.	Pri Map No.	MAP#
WR ##########		M/A	###



CONSTRUCTION NOTES:

LOC 1 – 16: FPL TO INSTALL (1) COOPER MESA 75W 4000K 7,456L ON BLACK TAPERED CONCRETE 14' 6" (10' MH)

CUSTOMER TO INSTALL ALL CONDUIT AND HHS

FPL TO INSTALL #6DPX AT ALL LOCATIONS UNLESS OTHERWISE NOTED

10FT EASEMENT WILL BE REQUIRED

-'CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED. FPL LED REPRESENTATIVE: DIEGO FEBRES

AS-BUILT CREW PRINT			AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS. FOREMAN'S SIGNATURE / DATE	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS. SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

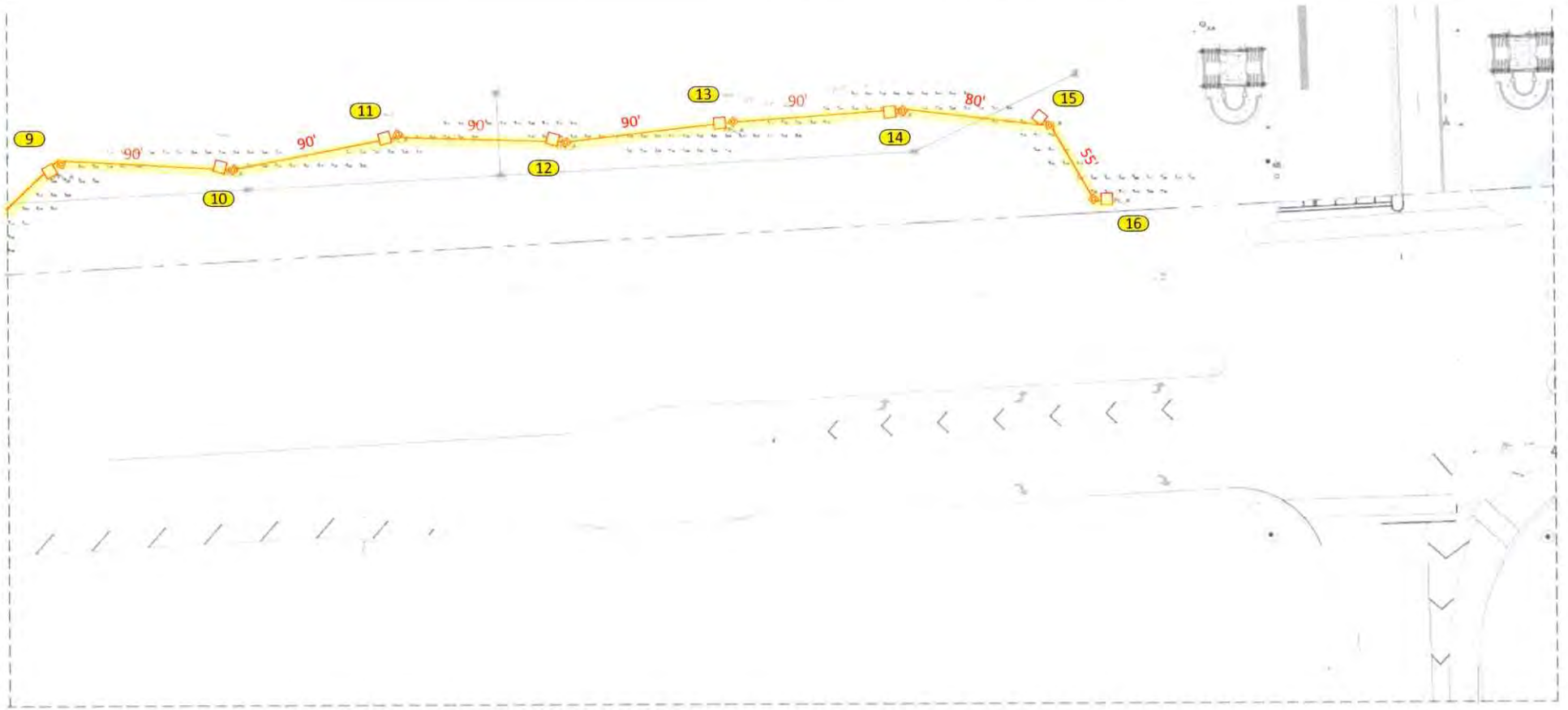
Easement? Yes ☐ ☒	Survey/Stake? Yes ☐ ☒	Work with SMO? Yes ☐ ☒				
Tree Work? Yes ☐ ☒	Designer/Stake? Yes ☐ ☒	CT/Special Mtr? Yes ☐ ☒				
PERMIT REQD	City	County Rd.	County Air	State Road	FAA	
	WMD	RR Xing	DR. Dist.	Transm.		
Requested Tel. Co. Set Poles? YES ☐ NO ☒			Tele. Attachment Per			
Requested Tel. Co. Transfer? YES ☐ NO ☒			Telephone Co. Ask No.			
Request CAVT Transfer? YES ☐ NO ☒						
POLE LINE FEET	0'	DUCT BANK FT.	0'			
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'			
TLM/LDS MODEL No. –	Map Posting? YES ☒ NO ☐	Posted by:				

FPL

AVENIR – 16 PED SL'S ALONG NORTHLAKE BLVD PKWY
INS (16) NEW SL FIXTURES AND (16) NEW SL POLES
12955 NORTH LAKE RD, WEST PALM BEACH, FL

Designed by: NICHOLAS A. HERNANDEZ		Date:	07/28/26
Drawn by: NAH	Check by:	Dwg No.	2 OF 3
Rural Location Sec. ##	TWP. ##	S,R. ##	E.
SCALE: N.T.S	St. Lt MAP No.	Pri Map No.	MAP#
WR ##########		M/A	###

☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐ _____



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AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE

Easement? Yes ☐ ☒		Survey/Stake? Yes ☐ ☒		Work with SMO/Yes ☐ ☒			
Tree Work? Yes ☐ ☒		Designer/Stake?Yes ☐ ☒		CT/Special Mtr? Yes ☐ ☒			
PERMIT REQD	City	County Rd.	County Air	State Road	FAA		
	WMD	RR Xing	DR. Dist.	Transm.			
Requested Tel. Co. Set Poles ? YES ☐ NO ☒				Tele. Attachment Per			
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Request CAVT Transfer? YES ☐ NO ☒				Telephone Co. Job No.			
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FPL

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INS (16) NEW SL FIXTURES AND (16) NEW SL POLES
12955 NORTH LAKE RD, WEST PALM BEACH, FL

Designed by:	NICHOLAS A. HERNANDEZ	Date:	07/28/26
Drawn by:	NAH	Check by:	Dwg No. 3 OF 3
Rural Location Sec.	##	TWP. ##	S,R. ## E.
SCALE:	N.T.S	St. Lt MAP No.	Pri Map No. MAP#
WR	##########		M/A ###

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 11th day of May, 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 21 Phase 1 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 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 **Sixty-Two Thousand Sixty-Seven and 50/100 Dollars ($62,067.50**) 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 VC 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 VC 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 VC 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 VC 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 VC 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:
Title:

Dated:_____

_____

Print Name: Rosey Asensio

_____

Print Name:_____

CONTRACTOR
ARAZOZA BROTHERS, CORP, a Florida corporation

By:_____
Name:
Title:

Dated: 5/26/26

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 thru IR-9 last dated 02/26/2025 by Parker Yannette design group, inc.
* 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.

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:

Buffer Irrigation	
First Draw-25% Mobilization	$15,516.88
Second Draw-50% Install	$31,033.75
Third Draw-15% Install	$9,310.13
Fourth Draw-10% Final install	$6,206.75
$62,067.50	

ATTACHMENT "C"

PLANS AND SPECIFICATIONS

Pod 21 Irrigation Plans IR-1 thru IR-9 approved in connection therewith by Parker Yannette Design Group, Inc last dated 2/26/2026.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 11th day of May, 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 21 Phase 1 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 by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor

Owner____ 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 Forty-Seven Thousand Eight Hundred Fourteen and 00/100 Dollars ($147,814.00**) 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 supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and

Owner____ Contractor____

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 VC 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 VC 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:
Title:

Dated:_____

_____

Print Name: Rosey Asensio

_____

Print Name:_____

CONTRACTOR
ARAZOZA BROTHERS, CORP, a Florida corporation

By:_____
Name:
Title:

Dated: 5/26/26

Owner VC 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:

Landscape

* Landscape proposal is based upon drawings LP.0 thru LP-13 last dated 04/25/2023 by insite studio.
* 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.
* Royal Palm sizes shown on Plant List are not commercially available. Pricing is based off of largest available size; subject to change

based on availability.

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:

Buffer	
First Draw-25% Mobilization	$36,953.50
Second Draw-50% Install	$73,907.00
Third Draw-15% Install	$22,172.10
Fourth Draw-10% Final install	$14,781.40
$147,814.00	

Owner_____ Contractor_____

ATTACHMENT "C"

PLANS AND SPECIFICATIONS

Pod 21 Landscape Plans LP.0 thru LP.13 approved in connection therewith by insite studio dated 4/25/2023.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 11th day of May, 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 21 Phase 1 Lakes 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 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 VC 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 **Eighty-Four Thousand Three Hundred Sixty-Two and 50/100 Dollars ($84,362.50)** 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 VC 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 VC 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

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 VC 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 VC 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 VC 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 VC 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

_____

By: _____
Name:
Title:

Print Name: _____

Dated: _____

_____

Print Name: _____

CONTRACTOR
ARAZOZA BROTHERS, CORP, a Florida corporation

_____

By: _____
Name:
Title:

Print Name: Rosey Asensio

Dated: 5/26/26

_____

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.

Qualifications:

Irrigation

* Irrigation proposal is based upon drawings IR-1 thru IR-9 last dated 02/26/2025 by Parker Yannette design group, inc.
* 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.

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:

Lakes Irrigation	
First Draw-25% Mobilization	$21,090.63
Second Draw-50% Install	$42,181.25
Third Draw-15% Install	$12,654.38
Fourth Draw-10% Final install	$8,436.25
$84,362.50	

ATTACHMENT "C"

PLANS AND SPECIFICATIONS

Pod 21 Irrigation Plans IR-1 thru IR-9 approved in connection therewith by Parker Yannette Design Group, Inc last dated 2/26/2026.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 11th day of May, 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 21 Phase 1 Lakes 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 by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor

Owner _____ 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 Eighty-Two Thousand Five Hundred Seventy-Seven and 00/100 Dollars ($182,577.00**) 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 supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and

Owner_____ Contractor_____

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

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 VC 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 VC 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:

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:
Title:

Dated:_____

_____

Print Name:_____

CONTRACTOR
ARAZOZA BROTHERS, CORP, a Florida corporation

_____

Print Name: Rosey Asensio

By:_____
Name:
Title:

Dated: 5/26/26

_____

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.

Qualifications:

Landscape

* Landscape proposal is based upon drawings LP.0 thru LP-13 last dated 04/25/2023 by insite studio.
* 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.
* Royal Palm sizes shown on Plant List are not commercially available. Pricing is based off of largest available size; subject to change
based on availability.

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:

Lakes	
First Draw-25% Mobilization	$45,644.25
Second Draw-50% Install	$91,288.50
Third Draw-15% Install	$27,386.55
Fourth Draw-10% Final install	$18,257.70
$182,577.00	

ATTACHMENT "C"

PLANS AND SPECIFICATIONS

Pod 21 Landscape Plans LP.0 thru LP.13 approved in connection therewith by insite studio dated 4/25/2023.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 18th day of May, 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 **JC IRON ORNAMENTAL WORKS, INC,** a Florida corporation, (herein called "Contractor") whose address is 1395 NW 17th Ave, Delray Beach, FL, 33445, 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 Exterior Aluminum Mail Center Beams

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 VC Contractor DV

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 **Sixty-Nine Thousand Four Hundred and 00/100 Dollars ($69,400.00)** 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

Owner_____ Contractor DV

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 DV

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 DV

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__DV__

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 VC Contractor DV

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 DV

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 DV

To Contractor: **JC IRON ORNAMEMTAL WORKS. INC**
7257 Westport Place, Unit B2
West Palm Beach, FL 33413
Attn: Diego Valencia, Vice 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

Owner VC Contractor DV

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 DV

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__DV__

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

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

Dated: 5/19/26

_____

Print Name: _____

_____

Print Name: _____

JC IRON ORNAMENTAL WORKS, INC, a Florida corporation

By: _____
Name: Diego Valencia
Title: Vice President

Dated: 05/22/2026

_____

Print Name: Alejandra Gaviria

_____

Print Name: _____

Owner _____ Contractor DV

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.

Exterior Aluminum Mailbox Kiosk Beams- 18 Pcs
- Based on Plans provided by Customer
- Sheet HP. 9
Breakdown:
> (18) 6" x 12" Beams - 20' 4" L
Material:
- 6" x 12" Rect. Tubes
- Stainless Steel Fasteners
- Powder Coated (Palm Beach Bronze)
* Sealed & Signed Engineering Not Included; available for an additional fee if needed.
*All Designs and dimensions based on plans provided by customer and made by Insite Studio. Dated: 01-15, 2026 If actual footage and dimensions vary from what is quoted, price is subject to change.
*Total Cost Includes:
- Site Measurements
- Shop Drawings to be reviewed by customer before fabrication.
- All Heavy Duty Hardware
- Stainless Steel Fasteners
- Heavy Duty Powder Coating
- Delivery to site
- Installation on site
- Permits NOT Included
- Engineered Drawings NOT Included
- Any Changes made by an engineer may be subject to Upcharge
All of the work is to be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this invoice. All agreements are contingent upon strikes, accidents or delays beyond our control.

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

Payments:

- 50% deposit
- 35% progress payment before installation (upon proof of fabrication and painting) delivery to the job site can be arranged if needed
- 15% after installation and punch-out

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 21: Hardscape Plans Prepared by insite studio HP.0 thru HP.9 approved in connection therewith, dated 01/15/2026; Structural Plans Prepared by insite studio S-1 thru S-3 approved in connection therewith, dated 12/17/2025; Architectural and Electrical Plans Prepared by sparc design A0.00 thru A3.00 and E1.00 thru E1.02 approved in connection therewith, dated 2026.03.22

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 29th day of April, 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 **CARPENTER CONTRACTORS OF AMERICA, INC,** a Florida corporation, (herein called "Contractor") whose address is 1395 NW 17th Ave, Delray Beach, FL, 33445, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

5/5/26 JC

Section 1. Contractor agrees to furnish all labor, materials, equipment, ~~permit~~, etc. as needed to perform all Work described in section 2 hereof for:

VC 5/8/26

Avenir CDD Pod 21 Comon Area Structures (Raised Planters with Benches, Shade Structure and Mail Center) Concrete Work

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");~~ hauled to onsite dumpster provided by builder.

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

5/5/26 JC VC 5/8/26

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 VC Contractor JC

VC 5/8/24

agreed upon 5/5/26 JC

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 Two Thousand Five Hundred Sixty and 00/100 Dollars ($102,560.00)** 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.

5/5/26 JC VC 5/8/24

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(les), 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 VC 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: **CARPENTER CONTRACTORS OF AMERICA. INC**
1395 NW 17th Ave
Delray Beach, FL 33445
Attn: Jim Cary, President Florida Field Operations

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

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: _____

_____

Print Name: _____

OWNER
AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

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

Dated: 4/30/26

CONTRACTOR
CARPENTER CONTRACTORS OF AMERICA, INC, a Florida corporation

_____

Print Name: Waleska Negron

_____

Print Name: EDDA DANOVICH

By: _____
Name: Jim Cary
Title: President Florida Field Operations

Dated: 5/4/26

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.

CONCRETE SCOPE OF WORK:
Furnish all labor, material and equipment necessary to execute and complete all items of cast-in-place concrete, complete as shown on Drawings and as specified below. Work includes and is limited to the following:
Layout from engineer's corner pins.
Provide termite treatment for grade slab at mail kiosk – one year guarantee. The builder is responsible for the 2nd treatment required at final grade.
Excavation of footings at the Raised Planter with bench, Shade Structure, and Mail Kiosk. The rough building pads consisting of clean fill shall be within + or – **1 inch** from bottom of footings.
Supply, place and strip form material for stem footings, column pads, beams, caps, and slabs.
Fine grade building pad.
Provide and place 10 Mil Visqueen grade slabs at Mail Kiosk.
Furnish and install 6"x6" 10/10 wire mesh for grade slab at amil kiosk.
Provide and install grade 60 rebar and accessories.
Supply and install all embedded anchors required to complete shell construction. (Simpson truss anchors)
Equipment figured to pour footings and Mailbox Center slab.
Provide and place 3000# p.s.i. pea-rock pump mix for stem footings, spread footings, cast-in-place concrete walls, cast-in-place slabs, concrete caps, tie beams, and all corresponding filled cells.

STANDARD MASONRY NOTES:
Provide and install masonry block including Dur-O-Wall horizontal reinforcing, sand, mortar and clean-up of broken debris. Install all rebar at tie beam and concrete cap areas. Builder to provide fresh water sources. No exterior glass block figured.

CARPENTER CONTRACTORS OF AMERICA WILL NOT BE RESPONSIBLE FOR THE FOLLOWING:
Engineering services include lot lines, building setbacks, grades and elevations, and building corners with 5' off set each way per corner.
Damage to concrete work resulting from unstable soil, backfilling, underground or surface water, or other acts beyond our control.
Inadequate soil bearing capacity.
Cracking or scaling concrete.

WORK BY OTHERS:
Excavating and backfilling for other trades - Concrete sealers, hardeners, or curing of any type Concrete testing - Site work - Exterior flatwork – Stucco - Stucco Buildouts – Pavers - Any other items not specifically mentioned in scope above.
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

Draw schedule:	RP	SS	MC
(21) Completion of footing	$ 7,480	$ 3,850	$10,160
(25) Completion of 1stbeam/masonry	$ 7,750	$13,060	$48,300
(08) Completion of roof sheathing/fascia	$ N/A	$ 5,910	$ 6,050
TOTAL	$15,230	$ 22,820	$64,510

Owner VC Contractor

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 21: Hardscape Plans HP.0-HP.9 approved in connection therewith, dated 01/15/2026; Structural Plans Prepared by Insite studios S-1-S-3 approved in connection therewith, dated 12/17/2025; Architectural and Electrical Plans Prepared by sparc.design A0.00-A3.00 and E1.00-E1.02 approved in connection therewith, dated 2026.03.22

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with AVENIR Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: Carpenter Contractors of America

NAME: James Cary

TITLE: President

SIGNATURE: James Cary

DATE: July 23, 2025

STATE OF ~~FLORIDA~~
COUNTY OF BROWARD

SWORN TO (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 23RD day of JULY 2025, by JAMES CARY in his/her capacity as PRESIDENT for CARPENTER CONTRACTORS OF AMERICA (name of Nongovernmental Entity).

Lisa Rhea
NOTARY PUBLIC

X Personally Known OR
____ Produced Identification

_____
Type of Identification Produced

LISA RHEA
Notary Public - State of Florida
Commission # HH 182660
My Comm. Expires Jan 25, 2026
Bonded through National Notary Assn.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 4th day of May, 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 **CARPENTER CONTRACTORS OF AMERICA, INC,** a Florida corporation, (herein called "Contractor") whose address is 3900 Avenue G N.W., Winter Haven, FL, 33134, 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:~~ N/A - TRUSS ONLY. JC. 6/11/26

Avenir CDD Pod 21 Comon Area Structures (Shade Structure and Mail Center) Trusses

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");~~ N/A TRUSS ONLY 6/11/26 JC.

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 **Three Thousand Two Hundred Ten and 00/100 Dollars ($3,210.00)** 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.

6/11/26

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 VC Contractor JC

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

Owner VC Contractor JR

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 VC 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

Owner VC Contractor IC

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 VC Contractor JC

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 VC Contractor JL

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 VC 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: **CARPENTER CONTRACTORS OF AMERICA. INC**
3900 Avenue G N.W.
Winter Haven, FL 33134
Attn: Sidney Harris, Florida and Carolina 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

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

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:

Print Name: Glen 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: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated: 6/10/2026

CONTRACTOR
CARPENTER CONTRACTORS OF AMERICA, INC, a Florida corporation

Print Name: Peter H. Graham

Print Name: Timothy Ramsdell

By:
Name: ~~Sidney Harris~~ JAMES CARY
Title: Florida ~~and Carolina~~ President Field Oper.

Dated: 6/11/26

Owner VC Contractor JC

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.

We propose to furnish all wood trusses and all truss-to-truss gravity connections, for the amounts listed herein, via the construction documents and specifications provided for this proposal.

Shipping terms are FOB jobsite. Trusses will be invoiced on the date of delivery. Invoices dated on or before the 10th of the month are to be paid by the 25th of the same month. Invoices dated on or before the 25th of the month are to be paid by the 10th of the following month.

GENERAL NOTES:

- Base truss prices include valley trusses and hipcats.
- Roof truss loading bid at 45 PSF.
- Roof trusses to be spaced at 24" O.C.
- Roof trusses bid with a wind speed of 170 MPH, exposure C, enclosed.
- Florida building code- FBC 2023 and TPI 2022. With 10# non-concurrent live load.
- Gable studs bid at 16" O.C.
- **Do not cut or alter trusses without the consent of this office. Back charges will not be accepted without prior written approval by our Service Department.**

~~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.~~

N/A 11/26

ATTACHMENT "B"
SCHEDULE OF VALUE

Invoiced upon Shipment

MODEL	TOTAL
Mail Center Pavillion (MCP)	$1,926.00
Pavillion (PAV)	$1,284.00

PLANS AND SPECIFICATIONS

Avenir CDD Pod 21: Hardscape Plans Prepared by Insite studio HP.0 thru HP.9 approved in connection therewith, dated 01/15/2026; Structural Plans Prepared by Insite studio S-1 thru S-3 approved in connection therewith, dated 12/17/2025; Architectural and Electrical Plans Prepared by sparc design A0.00 thru A3.00 and E1.00 thru E1.02 approved in connection therewith, dated 2026.03.22

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 12 day of May, 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 Install of FPL Feeder and Conduit from Coconut Blvd to Panther National Blvd Excluding Private Property

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 VC Contractor GJ

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 **Forty-Two Thousand Three Hundred Eighty-Five and 20/100 Dollars ($42,385.20**) 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 VC Contractor GJ

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 GJ

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 VC Contractor GJ

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 GJ

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 GJ

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 GJ

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 VC Contractor GJ

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 VC Contractor GJ

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 VC Contractor GJ

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

Owner VC Contractor GJ

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 VC Contractor GJ

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 VC Contractor GJ

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 VC Contractor GJ

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: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated: 5/14/26

CONTRACTOR
SPF UNDERGROUND UTILITIES, INC, a Florida corporation

_____

Print Name: Catherine Miles

_____

Print Name: _____

By: _____
Name: Gerald Jorge
Title: President

Dated: 13 May 2026

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.

6" Feeder w/Spare Conduit install Qty Cost/Unit Total
Install 2 - 6" FPL Feeder & Spare Conduit \ 9130' LF.
Trench and Backfill @ 36" 4,565 $5.00/ft $22,825.00
Install 6" Conduit (for Power) 9,130 $1.54/ft $14,060.20
Primary Splice Box 5 $1,100.00/ea $5,500.00
Subtotal: $42,385.20
Subtotal $42,385.20
Tax: (0%) $0.00
Total $42,385.20

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

Draw schedule:
Invoice monthly based upon work completed to date, with remaining balance noted.

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

FPL Work Request #12253665: Drawings: D13R102; D13R101; D13R99; D13R98; D13R100

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 18th day of May, 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 **SIGNATURE PRIVACY WALLS OF FLORIDA, INC,** a Florida corporation, (herein called "Contractor") whose address is, 4653 Linnet Street, New Port Richey, FL 34652 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 Pod 21 Lake Ridge Retaining Walls

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 **Two Hundred Ninety-Five Thousand Eight Hundred Fifteen and 00/100 Dollars ($295,815.00)** 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

Owner VC Contractor R.C.

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 VC Contractor R.C.

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

Owner _____ Contractor _____

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 R-C.

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 VC Contractor R.C.

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 VC Contractor R.C

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 VC Contractor R.C

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 VC Contractor R.C.

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 VC Contractor R.C.

To Contractor: **SIGNATURE PRIVACY WALLS OF FLORIA, INC**
4653 Linnet Street
New Port Richey, FL 34652
Attn: Rasima Cmjac, 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

Owner VC Contractor R.C.

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 R.C

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 VC Contractor R.C.

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

Print Name: Eleen 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:
Title: Chair
5/28/26
Dated:

CONTRACTOR
SIGNATURE PRIVACY WALLS OF FLORIDA, INC, a Florida corporation

Print Name: MAJA Dizdar

Print Name: TIHOMIR CMJAC

By:
Name: Rasima Cmjac
Title: President
Dated: 06/17/2026

Owner_____ Contractor R.C.

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.

Quoted Line Items				
Item	Description	Quantity / LF	Sales Rate	Total $
3' precast concrete retaining wall				
1	**3' retaining wall-** Furnish & Install 3'H precast concrete retaining wall. Includes all labor, materials, equipment & delivery.	2,468	$113.00	$278,884
2	**Panel cuts for non-standard length panels-** based on the provided / scaled layout	25	$300.00	Included
3	**Dumpsters / Off-site disposal-** for disposal of cut panels, columns and excess concrete (if not provided by client / others)	2	$850	Included
4	**Signature Specified Paint-** 1 Color (color provided by buyer)- 3'	2,468	$4.50	$11,106
5	**Engineering-** Site specific, signed & sealed engineering / shop dr	0.50	$1,250	$625
			Subtotal	$290,615
Optional Items (can be removed or done by others)				
6	**Permit Processing-.** Can be removed from scope and done by others	0.50	$900	$450
7	**Estimated At Cost Permit Fees-.** Can be removed from scope and done by others - Includes up to $9,500 in permit fees. Fees over $9,500 billed to customer at cost.	0.50	$9,500	$4,750
			Subtotal	$5,200
	3' Retaining Wall Subtotal =			$295,815

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 R C

ATTACHMENT "B"
SCHEDULE OF VALUE

Draw Schedule:
Material: 30%
Progress Payments: 30%
Upon Completion: 40%

Owner _____ Contractor _____

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir Pod 21 Lake Ridge Site Plan prepared by insite studio, together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith prepared on 04/04/2022 and revised on 4/25/2023, pages SP.1-SP.9.

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with AVENIR Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: Signature Privacy Walls of FL, Inc.

NAME: Rasima Crnjac

TITLE: President

SIGNATURE: _____

DATE: 4/22/ , 20 26

STATE OF FLORIDA
COUNTY OF PASCO

SWORN TO (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 22nd day of April 20 26 by Rasima Crnjac in his/her capacity as President for Signature Privacy Walls of FL Inc (name of Nongovernmental Entity).

_____
NOTARY PUBLIC

X Personally Known OR
___ Produced Identification

_____
Type of Identification Produced

MAJA DIZDAR
MY COMMISSION # HH 698378
EXPIRES: October 26, 2029

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 16th day of May, 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 **AC QUALITY ELECTRIC, LLC,** a Florida corporation, (herein called "Contractor") whose address is 12073 NW 1st Street, Coral Springs, FL, 33071, 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 Mail Center and Shade Structure Electrical Work

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 VC Contractor AC

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 **Thirty-Two Thousand Nine Hundred Eighty-Five and 00/100 Dollars ($32,985.00)** 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

Owner_____ Contractor AC

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 VC Contractor AC

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

Owner _____ Contractor AC

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 VC Contractor AC

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 VC Contractor AC

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 VC Contractor AC

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 VC Contractor AC

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 AC

To Contractor: **AC QUALITY ELECTRIC, LLC**
12073 NW 1st Street
Coral Springs, FL 33071
Attn: Alan Capps, Manager

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 VC Contractor AC

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 AC

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 VC Contractor AC

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 VC Contractor AC

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

Print Name: Glenn Valdés

Print Name:

Print Name: Amanda Macke

Print Name: Nina Kaselis

OWNER
AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

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

Dated: 5/19/26

CONTRACTOR
AC QUALITY ELECTRIC, LLC, a Florida corporation

By:
Name: Alan Capps
Title: Manager

Dated: 5/19/26

Owner VA Contractor AC

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.

Avenir CDD Pod 21 Mail Center Pavilion
AC Quality Electric proposes to install the following electrical items:
1 - 125 amp rated free standing electric service
4 - 120 GFCI outdoor outlets
8 - wall mounted light outlets
8 - sconce light fixtures type SC1
1 - chandelier outlet
1 - chandelier light fixture
3 - 120v lighting circuits
1 - time clock
*FPL feeders up to 50ft
19,995.00 19,995.00
EXCLUSIONS:
Permit Fees
Road Cutting or patching
Locating any sleeves
Underground boring

Avenir CDD Pod 21 Pavilion
AC Quality Electric proposes to install the following electrical items:
1 - 125 amp rated free standing electric service
2 - 120v EXT GFCI Outlets
8 - High Hats Type DL1
1 - 120v lighting circuits
1 - time clock
*FPL feeders up to 50ft
12,990.00 12,990.00
EXCLUSIONS:
Permit Fees
Road Cutting or patching
Locating any sleeves
Underground boring

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 VC Contractor AC

ATTACHMENT "B"
SCHEDULE OF VALUE

Draw Schedule:
10% Slab
60% Rough
30% Final

ATTACHMENT "C"

PLANS AND SPECIFICATIONS

Avenir CDD Pod 21: Hardscape Plans Prepared by insite studio HP.0 thru HP.9 approved in connection therewith, dated 01/15/2026; Structural Plans Prepared by insite studio S-1 thru S-3 approved in connection therewith, dated 12/17/2025; Architectural and Electrical Plans Prepared by sparc design A0.00 thru A3.00 and E1.00 thru E1.02 approved in connection therewith, dated 2026.03.22

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 4th day of May, 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 **CJM ROOFING, INC,** a Florida corporation, (herein called "Contractor") whose address is 5401 N Haverhill Road, Suite 103, West Palm Beach, FL 33407, 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 Mail Center and Shade Structure Roofing

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 SM

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 **Thirteen Thousand and 00/100 Dollars ($13,000.00**) 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

Owner_____ Contractor SM

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 SM

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

Owner____ Contractor SM

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

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 VC Contractor SM

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 VC Contractor SM

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 VC Contractor SM

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 VC Contractor SM

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 VC Contractor SM

To Contractor: **CJM ROOFING, INC**
5401 North Haverhill Road, Suite 103
West Palm Beach, FL 33407
Attn: Steve Mallek, 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

Owner_____ Contractor SM

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_SM__

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 VC Contractor SM

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 SM

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

_____

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: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated: 5/19/2026

CONTRACTOR
CJM ROOFING, INC, a Florida corporation

By:_____
Name: Steve Mallek
Title: President

Dated: 5 /19/26

Owner VC Contractor SM

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.

Avenir CDD Pod 21 Mail Center Pavilion and Avenir CDD Pod 21 Pavilion:

CJM ROOFING WILL SUPPLY AND INSTALL THE FOLLOWING TO THE FOLLOWING AMENITY BUILDINGS IN POD 21
ON SLOPE ROOF...
INSTALL WESTLAKE SWIFT ANCHOR NAILABLE BASE SHEET FASTENED 6"O.C. AT THE 4" WIDE SIDE LAPS AND 6"O.C. IN FIVE(5) EQUALLY SPACED ROWS IN THE FIELD USING 1 1/4" RING SHANK ROOFING NAILS AND 1 5/8" TIN CAPS PER LOCAL AND COUNTY REQUIREMENTS
INSTALL NEW METAL FLASHINGS, ALL METAL ASSOCIATED WITH ROOF SYSTEM TO BE 26GA.
GALVANIZED 3X3 DRIP EDGE
INSTALL ONE LAYER OF WESTLAKE TILE SEAL PEEL AND STICK TILE UNDERLAYMENT, WHICH HAS A 30Y MANUFACTURERS WARRANTY
LOAD AND INSTALL NEW WESTLAKE CEMENT ROOF TILE
TILE TO BE ATTACHED WITH SCREWS PER LOCAL CODE REQUIREMENTS
HIP AND RIDGE TILE TO BE FOAMED TO A HIP AND RIDGE RUNNER, PER LOCAL CODE REQUIREMENTS
ALL ROOFING DEBRIS TO BE PLACED IN JOBSITE DUMPSTER PROVIDED BY OTHERS
ALL WORK TO BE PERFORMED PER CURRENT BUILDING CODE REQUIREMENTS

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

Draw Schedule:
Dry-In: 25%
Tile Load: 50%
Completion: 25%

Mail Center: $6,500
Shade Structure: $6,500

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 21: Hardscape Plans Prepared by insite studio HP.0 thru HP.9 approved in connection therewith, dated 01/15/2026; Structural Plans Prepared by insite studio S-1 thru S-3 approved in connection therewith, dated 12/17/2025; Architectural and Electrical Plans Prepared by sparc design A0.00 thru A3.00 and E1.00 thru E1.02 approved in connection therewith, dated 2026.03.22

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 12th day of May, 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 **PROGRESSIVE PLASTERING, INC,** a Florida corporation, (herein called "Contractor") whose address is 3428 SW 15th Street, Deerfield Beach, FL, 33442, 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 Mail Center and Shade Structure Stucco Work

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 **Fifteen Thousand Seven Hundred Thirty-Four and 00/100 Dollars ($15,734.00)** 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

Owner VC 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 VC 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

Owner VC Contractor

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 VC 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 VC 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: **PROGRESSIVE PLASTERING, INC**
3428 SW 15th Street
Deerfield Beach, FL 33442
Attn: John Barnable, Vice President of Business Development

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 VC 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:_____

_____

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: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated:_____

Jackie Vargas

Print Name: Jackie Vargas

Alison Hickman

Print Name: Alison Hickman

CONTRACTOR
PROGRESSIVE PLASTERING, INC, a Florida corporation

By:_____
Name: John Barnable
Title: Vice President of Business Development

Dated: 5/25/26

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.

Avenir CDD Pod 21 Mail Center Pavilion and Avenir CDD Pod 21 Pavilion

Application of bonding agent to concrete surfaces
Application of Window guard to cover all windows as protection from splatter
Installation of wire lath over all exterior plywood & soffits as required per plan
Installation of PVC Plaster-stop & cornerbead per plan
Installation of PVC Expansion Joints as required per plan
Application of 5/8"stucco with a light textured finish
All trash and debris to be placed in a contractor designated location
Miscellaneous minor punch-out is included
All OSHA approved scaffolding & equipment is included

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

Draw Schedule:
Wire Lathe Completion: 45%
Stucco Completion: 45%
Punch Out: 10%

Shade Structure: $6,892.00
Mailbox Center: $8,842.00

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 21: Hardscape Plans Prepared by insite studio HP.0 thru HP.9 approved in connection therewith, dated 01/15/2026; Structural Plans Prepared by insite studio S-1 thru S-3 approved in connection therewith, dated 12/17/2025; Architectural and Electrical Plans Prepared by sparc design A0.00 thru A3.00 and E1.00 thru E1.02 approved in connection therewith, dated 2026.03.22

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 11th day of May, 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 21 Phase 1 Parks and Common Areas 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 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 Ninety-Two Thousand Two Hundred Ninety-Two and 50/100 Dollars ($192,292.50**) 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 VC 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

Owner____ Contractor____

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 VC 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

Owner VC 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 VC 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 VC 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 VC 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:
Title:

Dated:_____

_____

Print Name:_____

CONTRACTOR
ARAZOZA BROTHERS, CORP, a Florida corporation

By:_____
Name:
Title:

_____

Print Name: Rosey Asensio

Dated: 5/26/26

_____

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.

Qualifications:

Irrigation

* Irrigation proposal is based upon drawings IR-1 thru IR-9 last dated 02/26/2025 by Parker Yannette design group, inc.
* 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.

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:

Parks and Commons Area Irrigation	
First Draw-25% Mobilization	$48,073.13
Second Draw-50% Install	$96,146.25
Third Draw-15% Install	$28,843.88
Fourth Draw-10% Final install	$19,229.25
$192,292.50	

ATTACHMENT "C"

PLANS AND SPECIFICATIONS

Pod 21 Irrigation Plans IR-1 thru IR-9 approved in connection therewith by Parker Yannette Design Group, Inc last dated 2/26/2026.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 11th day of May, 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 21 Phase 1 Parks and Common Areas 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_____ 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 Ninety-Seven Thousand Five Hundred Ninety and 00/100 Dollars ($197,590.00**) 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

Owner VC 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

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

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 VC 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 VC 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 VC 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 VC 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 VC 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 VC 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 VC 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

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

_____

By: Virginia Cepero
Name:
Title:

Print Name:_____

Dated:_____

_____

Print Name:_____

CONTRACTOR
ARAZOZA BROTHERS, CORP, a Florida corporation

_____

By: Albert Gz
Name:
Title:

Print Name: Rosey Asensio

Dated: 5/26/26

_____

Print Name:_____

Owner VC Contractor AA

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:

Landscape

* Landscape proposal is based upon drawings LP.0 thru LP-13 last dated 04/25/2023 by insite studio.
* 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.
* Royal Palm sizes shown on Plant List are not commercially available. Pricing is based off of largest available size; subject to change

based on availability.

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:

Parks and Commons Area	
First Draw-25% Mobilization	$49,397.50
Second Draw-50% Install	$98,795.00
Third Draw-15% Install	$29,638.50
Fourth Draw-10% Final install	$19,759.00
$197,590.00	

ATTACHMENT "C"

PLANS AND SPECIFICATIONS

Pod 21 Landscape Plans LP.0 thru LP.13 approved in connection therewith by insite studio dated 4/25/2023.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 11th day of May, 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 21 Phase 1 Street Trees 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.

Owner VC Contractor

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 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 Seventeen Thousand Nine Hundred Sixty-Eight and 00/100 Dollars ($117,968.00)** 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.

Owner_____ Contractor_____

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 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)

Owner____ Contractor____

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 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

Owner_____ Contractor_____

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 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

Owner _____ 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.

Owner VC Contractor

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, 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

Owner VC Contractor

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 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

Owner VC Contractor

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.

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

Owner VC Contractor

Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

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

Owner VC Contractor

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 VC Contractor

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

Owner_____ Contractor_____

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:

_____

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:
Title:

Dated:_____

_____

Print Name: Rosey Asensio

_____

Print Name:_____

CONTRACTOR
ARAZOZA BROTHERS, CORP, a Florida corporation

By:_____
Name:
Title:

Dated: 5/26/26

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:

Landscape

* Landscape proposal is based upon drawings LP.0 thru LP-13 last dated 04/25/2023 by insite studio.
* 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.
* Royal Palm sizes shown on Plant List are not commercially available. Pricing is based off of largest available size; subject to change

based on availability.

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:

Street Trees	
First Draw-25% Mobilization	$29,492.00
Second Draw-50% Install	$58,984.00
Third Draw-15% Install	$17,695.20
Fourth Draw-10% Final install	$11,796.80
$117,968.00	

ATTACHMENT "C"

PLANS AND SPECIFICATIONS

Pod 21 Landscape Plans LP.0 thru LP.13 approved in connection therewith by insite studio dated 4/25/2023.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 18th day of May, 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 **SIGNATURE PRIVACY WALLS OF FLORIDA, INC,** a Florida corporation, (herein called "Contractor") whose address is, 4653 Linnet Street, New Port Richey, FL 34652 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 Pod 21/19 Park Retaining Walls

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 RC

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 Fifty Thousand Five Hundred Eighty-Five and 00/100 Dollars ($150,585.00)** 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

Owner VC Contractor R.C.

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

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

Owner____ Contractor____

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 R.C.

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 R.C.

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 R.C.

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 VC Contractor R.C.

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 VC Contractor R. C.

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.
S15 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner ____ Contractor R.C.

To Contractor: **SIGNATURE PRIVACY WALLS OF FLORIA, INC**
4653 Linnet Street
New Port Richey, FL 34652
Attn: Rasima Cmjac, 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

Owner ✓ Contractor R.C.

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 R.C.

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 R.C.

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 R.C.

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

Print Name: Glenn Valdes

Print Name:

Print Name: Maya Diaz

Print Name: D'Hadir Cmjac

OWNER
AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

By:
Name: Virginia Cepero
Title: Chair
Dated: 5/28/24

CONTRACTOR
SIGNATURE PRIVACY WALLS OF FLORIDA, INC, a Florida corporation

By:
Name: Rasima Cmjac
Title: President
Dated: 06/17/2026

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.

Owner VC Contractor R.C.

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.

Quoted Line Items				
Item	Description	Quantity / LF	Sales Rate	Total $
3' precast concrete retaining wall				
1	**3' retaining wall-** Furnish & Install 3'H precast concrete retaining wall. Includes all labor, materials, equipment & delivery.	1,232	$113.00	$139,216
2	**Panel cuts for non-standard length panels-** based on the provided / scaled layout	14	$300.00	Included
3	**Dumpsters / Off-site disposal-** for disposal of cut panels, columns and excess concrete (if not provided by client / others)	3	$850	Included
4	**Signature Specified Paint-** 1 Color (color provided by buyer)- 3'	1,232	$4.50	$5,544
5	**Engineering-** Site specific, signed & sealed engineering / shop drawings	0.50	$1,250	$625
			Subtotal	$145,385
Optional Items (can be removed or done by others)				
6	**Permit Processing-**. Can be removed from scope and done by others	0.50	$900	$450
7	**Estimated At Cost Permit Fees-**. Can be removed from scope and done by others - Includes up to $9,500 in permit fees. Fees over $9,500 billed to customer at cost.	0.50	$9,500	$4,750
			Subtotal	$5,200
			3' Retaining Wall Subtotal =	**$150,585**

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

Draw Schedule:

Material: 30%
Progress Payments: 30%
Upon Completion: 40%

Owner VC Contractor R.C.

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir Pod 21 Lake Ridge Site Plan prepared by insite studio, together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith prepared on 04/04/2022 and revised on 4/25/2023, pages SP.1-SP.9.

07/17/2026

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 07/15/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 164 - Replace Bald Cypress around Lake at Orchis Isles

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
All Prices includes Terrasorb a product to help keep water around the Rootballs		1.00	$0.00	$0.00
Replace Bald Cypress that are dead or in in severe decline around lake at Orchid Isles	7-10 foot planted--INCLUDES BUBBLER AND CHECK IRRIGATION	9.00	$525.00	$4,725.00
			Grand Total	**$4,725.00**

07/09/2026

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 07/09/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 161 - Bald Cypress at Regency

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
All Prices includes Terrasorb a product to help keep water around the Rootballs	WE ARE NOT ABLE TO WARRANTY TREES SINCE WE DO NOT CONTROL THE IRRIGATION	1.00	$0.00	$0.00
Replace Bald Cypress that are dead just North of the Clubhouse on East side of the lake	7-10 foot planted--DOES NOT INCLUDE IRRIGATION	2.00	$450.00	$900.00
			Grand Total	**$900.00**

07/02/2026

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 07/02/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 157 - Bush Hog Avenir East Berm Fire Break--July 2026

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bush Hog Avenir East Berm Fire Break	Lump Sum	1.00	$1,275.00	$1,275.00
			Grand Total	**$1,275.00**

08/03/2026

Arazoza Bros., Corp.
Maintenance

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 08/03/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 173 - Bush Hog Avenir East Berm Fire Break--August 2026

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bush Hog Avenir East Berm Fire Break	Lump Sum	1.00	$1,275.00	$1,275.00
			Grand Total	**$1,275.00**

07/02/2026

Arazoza Bros., Corp.
Maintenance

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 07/02/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 160 - Publix Swale Bush Hog--July 2026

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bush Hog Swale that runs parallel to Publix access road	Lump Sum	1.00	$975.00	$975.00

Grand Total **$975.00**

08/03/2026

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 08/03/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 172 - Publix Swale Bush Hog--August 2026

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bush Hog Swale that runs parallel to Publix access road	Lump Sum	1.00	$975.00	$975.00

Grand Total **$975.00**

07/02/2026

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 07/02/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 159 - Bush Hog on East Side of Panther National Blvd.up to New Community--July 2026

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bush Hog East side of Panther National up to New Community	Lump Sum	1.00	$925.00	$925.00
			Grand Total	**$925.00**

08/03/2026

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 08/03/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 170 - Bush Hog on East Side of Panther National Blvd. up to New Community--August 2026

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bush Hog East side of Panther National up to New Community	Lump Sum	1.00	$925.00	$925.00
			Grand Total	**$925.00**

07/02/2026

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 07/02/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 158 - East Berm Weedeat Brown Aluminum Fence--July 2026

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Weedeat the length of East Berm Aluminum Fence	Lump Sum	1.00	$650.00	$650.00
			Grand Total	**$650.00**

08/03/2026

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 08/03/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 171 - East Berm Weedeat Brown Aluminum Fence--August 2026

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Weedeat the length of East Berm Aluminum Fence	Lump Sum	1.00	$650.00	$650.00
			Grand Total	**$650.00**

06/29/2026

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 06/19/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 155 - Replace 2 Dead Sylvester Palms on Coconut Blvd.

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace 2 dead Palms with 16 foot of clear trunk Sylvester Palms in Center Median of Coconut North of Solana Bay	Price includes plant restoration	1.00	$11,500.00	$11,500.00
			Grand Total	**$11,500.00**

06/23/2026

Arazoza Bros., Corp.
Maintenance

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 05/01/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 128 - Replace Seals and Clamps for Regency Pumpstation

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace Seals, Clamps and misc Hardware for Regency Pumpstation	Includes parts and labor	1.00	$6,000.00	$6,000.00
			Grand Total	**$6,000.00**

07/17/2026

Arazoza Bros., Corp.
Maintenance

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 07/17/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 165 - Repair Vehicle damage on Coconut

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Repalce Green Buttonwood that waa damaged by Car Accident	3 gallon material will be used	29.00	$18.00	$522.00
Prep Area	Lump Sum	1.00	$50.00	$50.00
			Grand Total	**$572.00**

07/27/2026

Arazoza Bros., Corp.
Maintenance

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 07/27/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 168 - Replace damaged plants in small roundabout at the end of Avenir

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace damaged Liriope	1 gallon material	25.00	$8.00	$200.00
Replace damaged Lousiana Red Copperleaf	3 gallon material	11.00	$18.00	$198.00
Replace damaged trinette	3 gallon material	11.00	$18.00	$198.00
Prep Area and adjust irrigation		1.00	$150.00	$150.00
			Grand Total	**$746.00**

07/22/2026

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 07/22/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

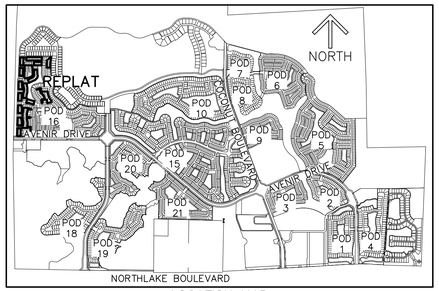
W/O # 166 - Replace 2 inch and 1.5 inch valves on Coconut

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace 1.5" Valve and all Corresponding Fittings	Coconut Blvd. just before Northlake	1.00	$550.00	$550.00
Replace 2" Valve and all Corresponding Fittings	Coconut Blvd. just before Northlake	1.00	$650.00	$650.00
			Grand Total	**$1,200.00**

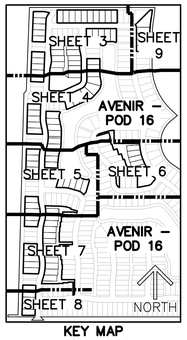
AVENIR – POD 16 REPLAT

BEING A REPLAT OF LOTS 76 THROUGH 81, LOTS 86 THROUGH 97, LOTS 98 THROUGH 103, LOTS 106 THROUGH 111, LOTS 116 THROUGH 121, LOTS 125 THROUGH 130, LOTS 134 THROUGH 139, LOTS 143 THROUGH 148, LOTS 151 THROUGH 156, LOTS 266 THROUGH 271, LOTS 297 THROUGH 310, LOTS 313 THROUGH 323, LOTS 327 THROUGH 337, LOTS 341 THROUGH 354, LOTS 360 THROUGH 365, LOTS 419 THROUGH 422, AND TRACTS O–10, O–13, O–28, O–49, O–50 AND PARK–1, AVENIR – POD 16, AS RECORDED IN PLAT BOOK 136, PAGES 168 THROUGH 183, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



LOCATION MAP
(NOT TO SCALE)

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
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
JUNE 2026



KEY MAP
(NOT TO SCALE)

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR RECORD AT _____ M.
THIS ____ DAY OF _____
A.D. 2026 AND DULY RECORDED IN PLAT BOOK _____ ON PAGES _____ THROUGH _____.

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BY: _____
MICHAEL A. CARUSO

SHEET 1 OF 10

CLERK

DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT KH ESPRIT LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS "AVENIR – POD 16 REPLAT", BEING A REPLAT OF LOTS 76 THROUGH 81, LOTS 86 THROUGH 97, LOTS 98 THROUGH 103, LOTS 106 THROUGH 111, LOTS 116 THROUGH 121, LOTS 125 THROUGH 130, LOTS 134 THROUGH 139, LOTS 143 THROUGH 148, LOTS 151 THROUGH 156, LOTS 266 THROUGH 271, LOTS 297 THROUGH 310, LOTS 313 THROUGH 323, LOTS 327 THROUGH 337, LOTS 341 THROUGH 354, LOTS 360 THROUGH 365, LOTS 419 THROUGH 422, AND TRACTS O–10, O–13, O–28, O–49, O–50 AND PARK–1, AVENIR – POD 16, AS RECORDED IN PLAT BOOK 136, PAGES 168 THROUGH 183, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

CONTAINING 1,037,043 SQUARE FEET OR 23.8072 ACRES, MORE OR LESS.

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

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACT "PARK–1A", AS SHOWN HEREON, IS HEREBY DEDICATED TO ESPRIT AT AVENIR NEIGHBORHOOD ASSOCIATION, INC, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, MAIL KIOSK, PARKING, PARK, AND RECREATIONAL PURPOSES, ALONG WITH THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF DRAINAGE LINES THEREIN, AND SHARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

2. TRACTS "O–10A", "O–13A", "O–28A", AND "O–50A", AS SHOWN HEREON, ARE HEREBY DEDICATED TO ESPRIT AT AVENIR NEIGHBORHOOD ASSOCIATION, INC, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, LANDSCAPING, SIDEWALKS, MAILBOX KIOSK, PARKING, SIGNAGE AND OTHER STRUCTURES, DRAINAGE AND UTILITY PURPOSES, AND FOR ACCESS TO THE ADJOINING STORM WATER MANAGEMENT TRACTS BY THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, 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.

3. DRAINAGE EASEMENTS "DE", AS SHOWN HEREON, ARE HEREBY RESERVED FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

4. 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.

KH ESPRIT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

IN WITNESS WHEREOF, THE ABOVE NAMED KH ESPRIT LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT, THIS _____ DAY OF _____, 2026.

KH ESPRIT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY.

WITNESS: _____ _____

PRINT NAME: BY: BRIAN GROVE

WITNESS: _____ VICE PRESIDENT

PRINT NAME:

KH ESPRIT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY.
ACKNOWLEDGEMENT:

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 _____, 2026, BY BRIAN GROVE, VICE PRESIDENT, ON BEHALF OF KH ESPRIT LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS __ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2026.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

COMMISSION NUMBER: _____
PRINT NAME

TITLE CERTIFICATION:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, TYRONE T. BONGARD, 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 KH ESPRIT LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD, AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____

_____
TYRONE T. BONGARD
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 N90°00'00"E, ALONG THE NORTH LINE OF AVENIR – POD 16, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 136, PAGES 168 THROUGH 183 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.

8. ALL EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED BY AVENIR – POD 16, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 136, PAGES 168 THROUGH 183 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS SHOWN OTHERWISE.

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 AS REQUIRED BY LAW, AND THAT MONUMENTS 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.

DATE: _____

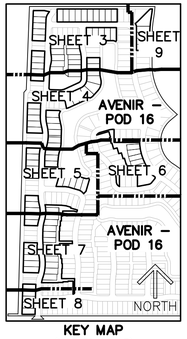
_____
DAVID P. LINDLEY
PROFESSIONAL SURVEYOR MAPPER #5005
STATE OF FLORIDA.
CAULFIELD AND WHEELER, INC
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
(561)392–1991
CERTIFICATION OF AUTHORIZATION NO.
LB 3591

SURVEYOR

AVENIR – POD 16 REPLAT

BEING A REPLAT OF LOTS 76 THROUGH 81, LOTS 86 THROUGH 97, LOTS 98 THROUGH 103, LOTS 106 THROUGH 111, LOTS 116 THROUGH 121, LOTS 125 THROUGH 130, LOTS 134 THROUGH 139, LOTS 143 THROUGH 148, LOTS 151 THROUGH 156, LOTS 266 THROUGH 271, LOTS 297 THROUGH 310, LOTS 313 THROUGH 323, LOTS 327 THROUGH 337, LOTS 341 THROUGH 354, LOTS 360 THROUGH 365, LOTS 419 THROUGH 422, AND TRACTS O–10, O–13, O–28, O–49, O–50 AND PARK–1, AVENIR – POD 16, AS RECORDED IN PLAT BOOK 136, PAGES 168 THROUGH 183, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
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
JUNE 2026



KEY MAP
(NOT TO SCALE)

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 CHAIRPERSON OF ITS BOARD OF SUPERVISORS, THIS ___ DAY OF _____, 2026.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

WITNESS: _____ _____

PRINT NAME: BY: VIRGINIA CEPERO

WITNESS: _____ CHAIRPERSON

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 _____ DAY OF _____, 2026, BY VIRGINIA CEPERO, 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 AVENIR COMMUNITY DEVELOPMENT DISTRICT, WHO IS __ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2026.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

COMMISSION NUMBER: _____
PRINT NAME

ESPRIT AT AVENIR NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

IN WITNESS WHEREOF, THE ABOVE NAMED ESPRIT AT AVENIR 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 VICE PRESIDENT, THIS _____ DAY OF _____, 2026.

ESPRIT AT AVENIR NEIGHBORHOOD ASSOCIATION, INC,
A FLORIDA CORPORATION NOT FOR PROFIT.

WITNESS: _____ _____

PRINT NAME: BY: BOBBY KNOTT

WITNESS: _____ PRESIDENT

PRINT NAME:

ESPRIT AT AVENIR 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 _____ DAY OF _____, 2026, BY BOBBY KNOTT, PRESIDENT, ON BEHALF OF ESPRIT AT AVENIR 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 _____ DAY OF _____, 2026.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

COMMISSION NUMBER: _____
PRINT NAME

CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF _____, 2026.

BY: _____
RONALD M. FERRIS
CITY MANAGER

ATTEST: _____
PATRICIA SNIDER, CMC
CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF _____, 2026.

BY: _____
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 _____ DAY OF _____, 2026.

_____
JIM SULLIVAN, PSM
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS6889

CITY OF PALM BEACH GARDENS

CITY OF PALM BEACH GARDENS ENGINEER

REVIEWING SURVEYOR

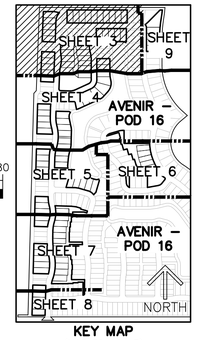
THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
JUNE 2026

AVENIR – POD 16 REPLAT

BEING A REPLAT OF LOTS 76 THROUGH 81, LOTS 86 THROUGH 97, LOTS 98 THROUGH 103, LOTS 106 THROUGH 111, LOTS 116 THROUGH 121, LOTS 125 THROUGH 130, LOTS 134 THROUGH 139, LOTS 143 THROUGH 148, LOTS 151 THROUGH 156, LOTS 266 THROUGH 271, LOTS 297 THROUGH 310, LOTS 313 THROUGH 323, LOTS 327 THROUGH 337, LOTS 341 THROUGH 354, LOTS 360 THROUGH 365, LOTS 419 THROUGH 422, AND TRACTS O–10, O–13, O–28, O–49, O–50 AND PARK–1, AVENIR – POD 16, AS RECORDED IN PLAT BOOK 136, PAGES 168 THROUGH 183, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

NORTH
GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FEET

KEY MAP
(NOT TO SCALE)



SHEET 3 OF 10

LEGEND/ABBREVIATIONS
℄ – CENTERLINE
Δ – DELTA (CENTRAL ANGLE)
AC – ACRES
CB – CHORD BEARING
CD – CHORD DISTANCE
DE – DRAINAGE EASEMENT
FSE – FIRE SAFETY ACCESS EASEMENT
L – ARC LENGTH
LB – LICENSED BUSINESS
LBE – LANDSCAPE BUFFER EASEMENT
LSE – LIFT STATION EASEMENT
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
PG(S). – PAGE(S)
PRM – PERMANENT REFERENCE MONUMENT
R – RADIUS
(R) – INDICATES RADIAL LINE
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"
8–42–41 – SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST
(P1) – AVENIR – POD 16 (P.B. 136, PGS. 168–183)

PALM BEACH COUNTY BIOTECHNOLOGY RESEARCH PARK (P.B. 103, PG. 108) (O.R.B. 17922, PG. 820)
WEST LINE OF AVENIR (P.B. 127, PG. 85)
CONSERVATION AREA TRACT C–1 (P.B. 127, PG. 85) (O.R.B. 25564, PG. 1325) AMENDED (O.R.B. 32683, PG. 296)
PANTHER NATIONAL AT AVENIR POD 12 (P.B. 134, PG. 120)
TRACT O–5 (P.B. 134, PG. 120)
TRACT O–1 (P1) 2.996 AC
TRACT O–2 (P1) 0.072 AC
TRACT R (P.B. 134, PG. 120)
BERNINA DRIVE (56' PRIVATE R/W)
TRACT O–7 (P.B. 134, PG. 120)
TRACT O–6 (P.B. 134, PG. 120)
TRACT O–8
NORTH LINE OF AVENIR – POD 16 (P.B. 136, PG. 168–183) (BASIS OF BEARINGS)
TRACT O–56 2.757 AC (P1)
(NOT PART OF THIS PLAT)
AVENIR – POD 16 (P.B. 136, PG. 168–183)
TRACT O–22 0.045 AC (P1)
BELLEVILLE ROAD (56' PRIVATE R/W)
TRACT R 24.453 AC (P1)
TRACT O–7 (P1) 0.093 AC
TRACT O–18 (P1) 0.044 AC
TRACT O–21 (P1) 0.037 AC
TRACT O–19 (P1) 0.081 AC
TRACT O–20 (P1) 0.098 AC
TRACT LM1 (P1)
TRACT W1 WATER MANAGEMENT TRACT 5.024 AC (P1)
TRIOMPHE ROAD (56' PRIVATE R/W)
LOUVRE WAY (56' PRIVATE R/W)
TRACT O–17 (P1) 0.044 AC
TRACT O–8 (P1) 0.046 AC
TRACT O–50A 17,294 SF 0.3970 AC
TRACT O–50 17,294 SF 0.3970 AC
TRACT O–50A 0.3970 AC
TRACT O–50 0.3970 AC
MATCHLINE SEE SHEET 4
MATCHLINE SEE SHEET 9

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
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AVENIR – POD 16 REPLAT

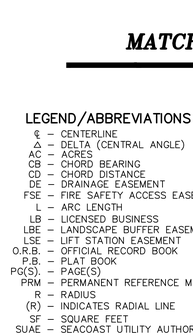
BEING A REPLAT OF LOTS 76 THROUGH 81, LOTS 86 THROUGH 97, LOTS 98 THROUGH 103, LOTS 106 THROUGH 111, LOTS 116 THROUGH 121, LOTS 125 THROUGH 130, LOTS 134 THROUGH 139, LOTS 143 THROUGH 148, LOTS 151 THROUGH 156, LOTS 266 THROUGH 271, LOTS 297 THROUGH 310, LOTS 313 THROUGH 323, LOTS 327 THROUGH 337, LOTS 341 THROUGH 354, LOTS 360 THROUGH 365, LOTS 419 THROUGH 422, AND TRACTS O–10, O–13, O–28, O–49, O–50 AND PARK–1, AVENIR – POD 16, AS RECORDED IN PLAT BOOK 136, PAGES 168 THROUGH 183, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

NORTH
GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FEET

SHEET 4 OF 10

LEGEND/ABBREVIATIONS

- ℄ – CENTERLINE
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- ■ PRM – DENOTES PERMANENT REFERENCE MONUMENT 5/8" IRON ROD WITH CAP STAMPED "C&W PRM LB 3591"
- 8–42–41 – SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST
- (P1) – AVENIR – POD 16 (P.B. 136, PGS. 168–183)



KEY MAP
(NOT TO SCALE)

MATCHLINE SEE SHEET 3

MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 6

PALM BEACH COUNTY BIOTECHNOLOGY RESEARCH PARK (P.B. 103, PG. 190) (O.R.B. 17922, PG. 820)

CONSERVATION AREA TRACT C–1 (P.B. 127, PG. 85) (O.R.B. 25564, PG. 1325) AMENDED AVENIR – POD 16 (O.R.B. 32683, PG. 296)

WEST LINE OF AVENIR (P.B. 127, PG. 85)

TRACT O–1 (P1) 2.996 AC

TRACT R (P1) 24.453 AC

TRIOMPHE ROAD (56' PRIVATE R/W)

LOUVRE WAY (56' PRIVATE R/W)

GRAND CRU ROAD (56' PRIVATE R/W)

TRACT LM1 (P1)

TRACT W1 WATER MANAGEMENT TRACT 5.024 AC (P1)

AVENIR – POD 16 (P.B. 136, PG. 168–183)

(NOT PART OF THIS PLAT)

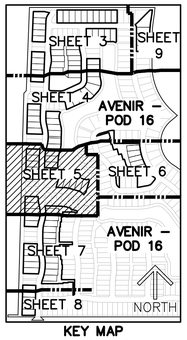
511A 7800 SF 0.179 AC
512A 7809 SF 0.179 AC
513A 7800 SF 0.179 AC
514A 7852 SF 0.180 AC
515A 8344 SF 0.192 AC
516A 9167 SF 0.210 AC
112 6500 SF 0.149 AC (P1)
113 6503 SF 0.149 AC (P1)
114 7374 SF 0.169 AC (P1)
115 6805 SF 0.156 AC (P1)
122 7906 SF 0.181 AC (P1)
123 7757 SF 0.178 AC (P1)
TRACT O–3 (P1) 0.066 AC
TRACT O–23 (P1) 0.063 AC
TRACT O–9, 3354 SF, 0.077 AC (P1)
TRACT O–10A 1,951 SF 0.0448 AC
TRACT PARK–1A 40,627 SF 0.9327 AC
TRACT O–50A 17,294 SF 0.3970 AC
324 6499 SF 0.149 AC (P1)
325 6500 SF 0.149 AC (P1)
326 7903 SF 0.181 AC (P1)
557A 8343 SF 0.192 AC
558A 7913 SF 0.182 AC
559A 7945 SF 0.182 AC
560A 8361 SF 0.192 AC
561A 8289 SF 0.190 AC
562A 9399 SF 0.216 AC
563A 9192 SF 0.211 AC
564A 7800 SF 0.179 AC
565A 7800 SF 0.179 AC
566A 10353 SF 0.238 AC
567A 11951 SF 0.274 AC
568A 10376 SF 0.238 AC
569A 7813 SF 0.179 AC
577A 7800 SF 0.179 AC
373 8335 SF 0.191 AC (P1)
374 8428 SF 0.193 AC (P1)
375 8607 SF 0.198 AC (P1)
376 8930 SF 0.205 AC (P1)
377 9021 SF 0.207 AC (P1)
378 9819 SF 0.225 AC (P1)
TRACT O–25 (P1) 0.102 AC
379 7800 SF 0.179 AC (P1)
380 7800 SF 0.179 AC (P1)
381 7800 SF 0.179 AC (P1)
382 7800 SF 0.179 AC (P1)
383 8054 SF 0.185 AC (P1)
384 9234 SF 0.212 AC (P1)
385 7800 SF 0.179 AC (P1)
386 9370 SF 0.215 AC (P1)
387 1965 SF 0.275 AC (P1)
388 10011 SF 0.230 AC (P1)
389 9897 SF 0.227 AC (P1)
414 8244 SF 0.189 AC (P1)
415 7800 SF 0.179 AC (P1)
416 7800 SF 0.179 AC (P1)
417 7800 SF 0.179 AC (P1)
TRACT O–28A 64,804 SF 1.4877 AC

SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 8–42–41

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
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
JUNE 2026

AVENIR – POD 16 REPLAT

BEING A REPLAT OF LOTS 76 THROUGH 81, LOTS 86 THROUGH 97, LOTS 98 THROUGH 103, LOTS 106 THROUGH 111, LOTS 116 THROUGH 121, LOTS 125 THROUGH 130, LOTS 134 THROUGH 139, LOTS 143 THROUGH 148, LOTS 151 THROUGH 156, LOTS 266 THROUGH 271, LOTS 297 THROUGH 310, LOTS 313 THROUGH 323, LOTS 327 THROUGH 337, LOTS 341 THROUGH 354, LOTS 360 THROUGH 365, LOTS 419 THROUGH 422, AND TRACTS O–10, O–13, O–28, O–49, O–50 AND PARK–1, AVENIR – POD 16, AS RECORDED IN PLAT BOOK 136, PAGES 168 THROUGH 183, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



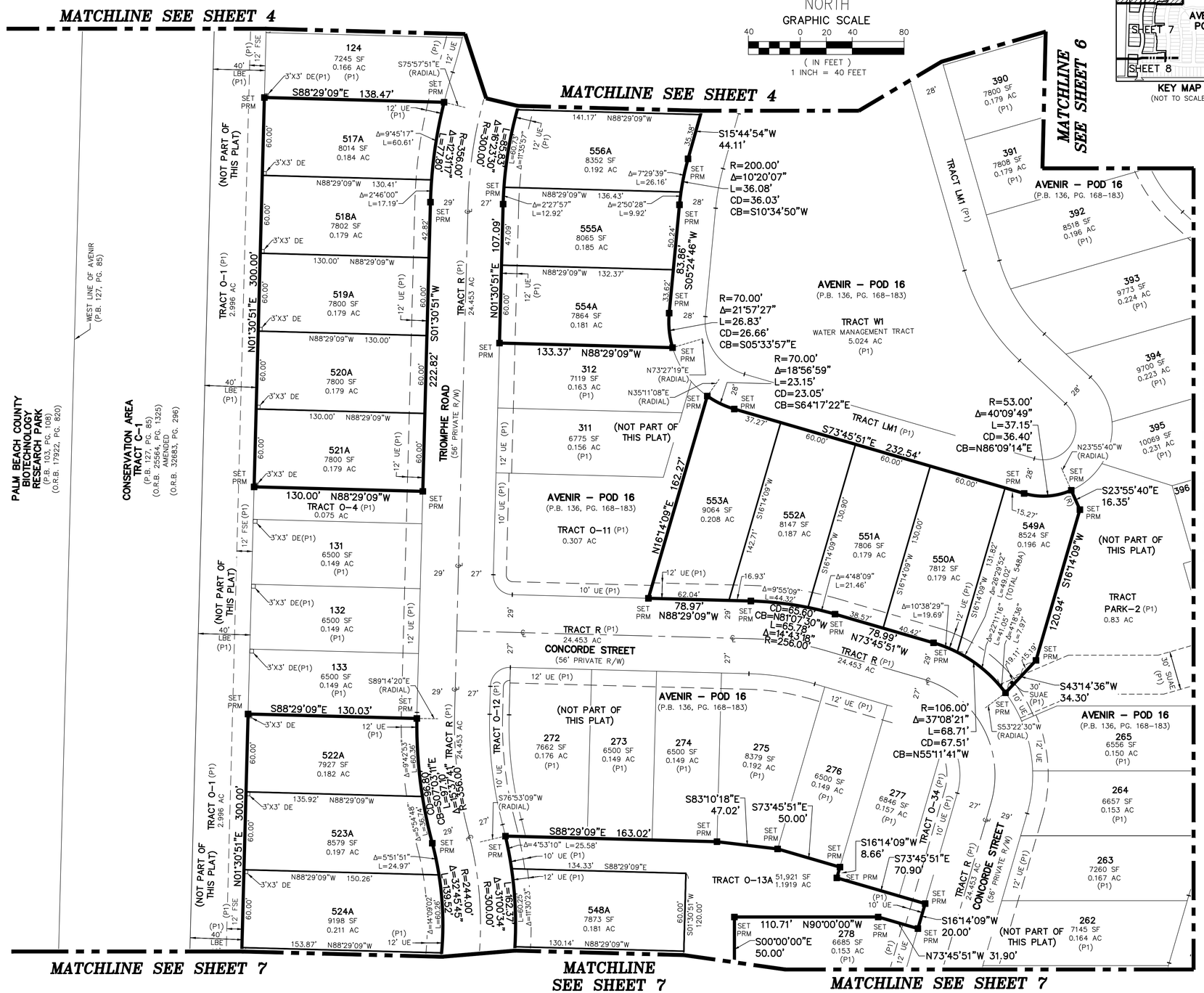
KEY MAP
(NOT TO SCALE)

SHEET 5 OF 10

LEGEND/ABBREVIATIONS

- ℄ – CENTERLINE
- Δ – DELTA (CENTRAL ANGLE)
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- (P1) – AVENIR – POD 16 (P.B. 136, PGS. 168–183)

NORTH
GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FEET



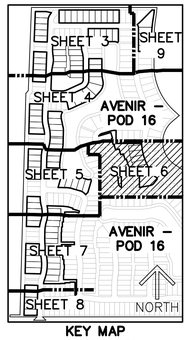
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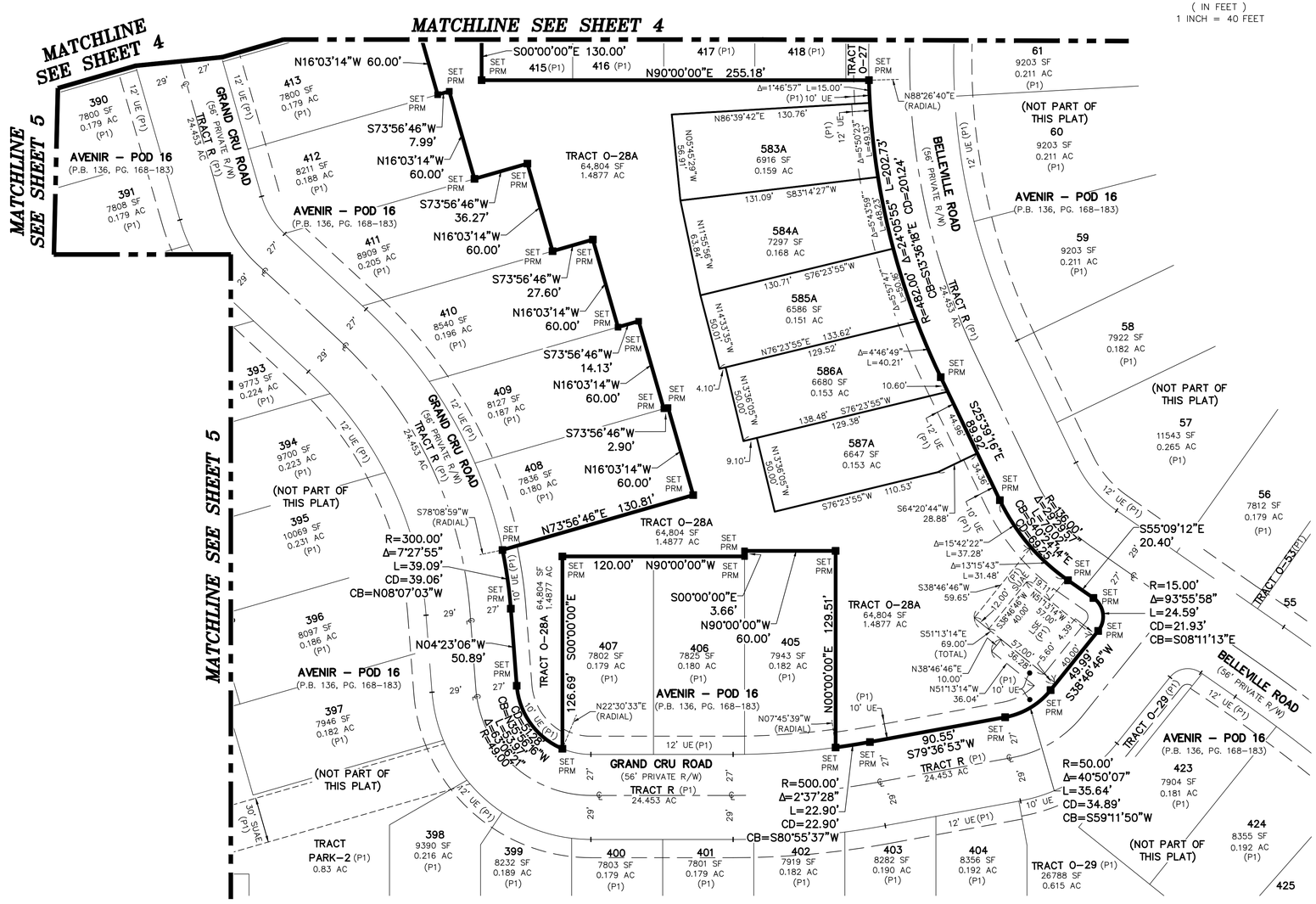
NORTH

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
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SHEET 6 OF 10



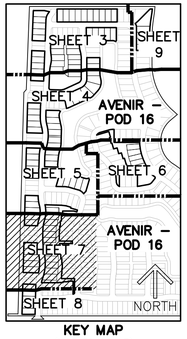
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KEY MAP
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SHEET 7 OF 10

NORTH
GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
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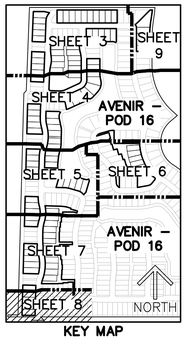
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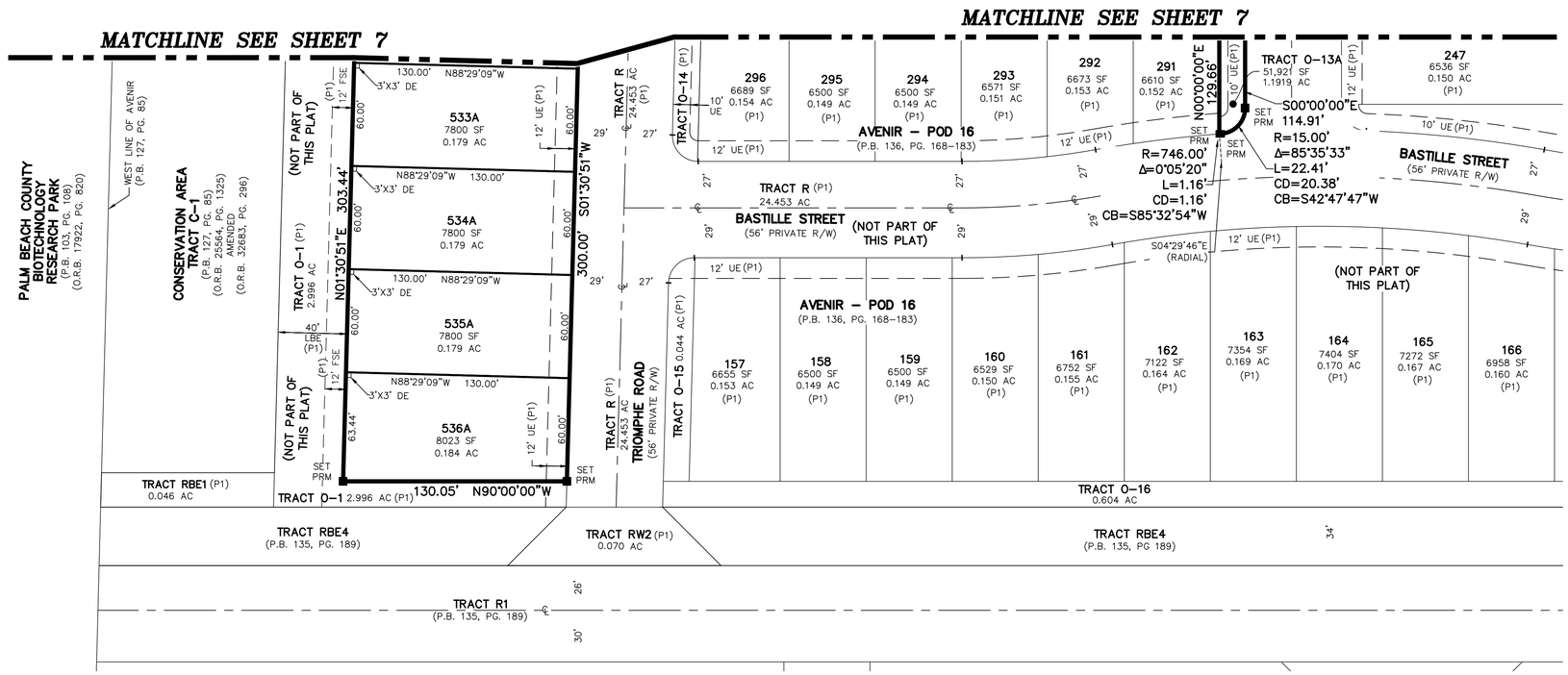
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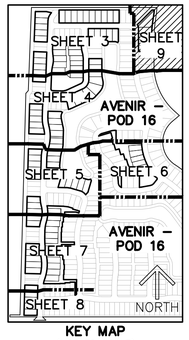
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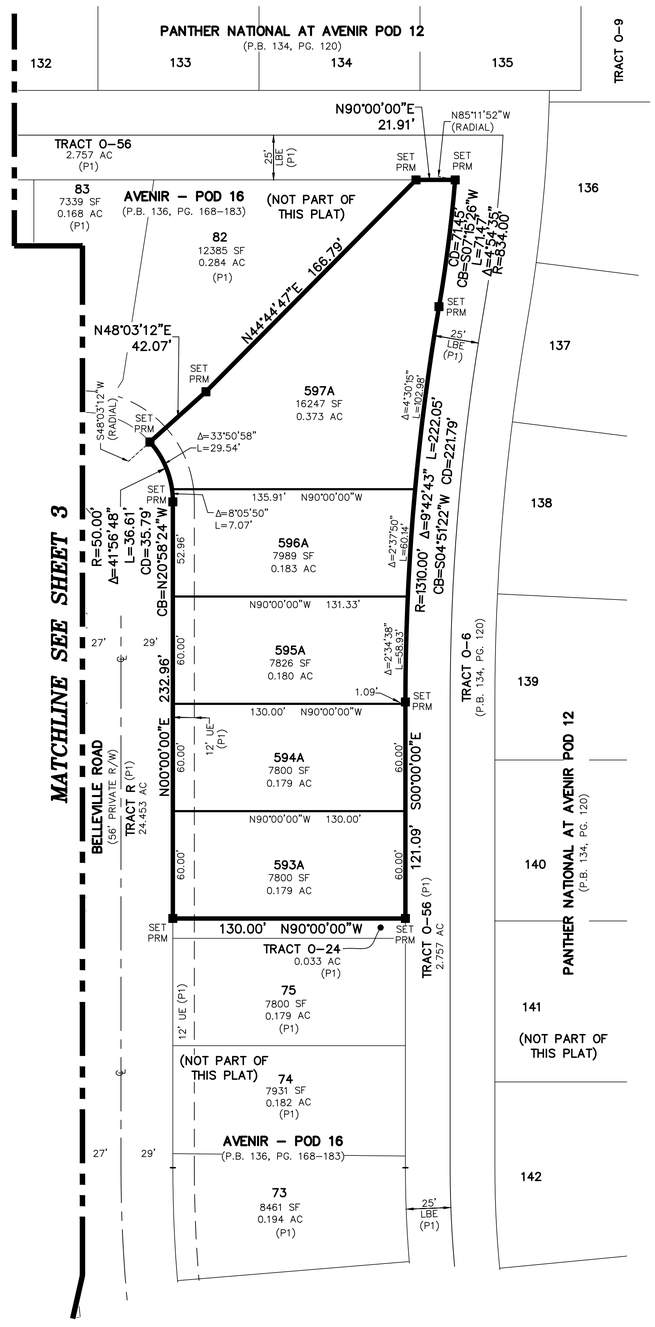
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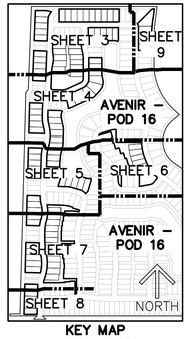
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JUNE 2026



KEY MAP
(NOT TO SCALE)

AREA TABULATION			
LOTS	SQUARE FEET	ACRES	CLASSIFICATION
492A	7800	0.1791	SF
493A	7800	0.1791	SF
494A	7800	0.1791	SF
495A	7800	0.1791	SF
496A	7800	0.1791	SF
497A	7800	0.1791	SF
498A	7800	0.1791	SF
499A	7800	0.1791	SF
500A	7800	0.1791	SF
501A	7800	0.1791	SF
502A	8913	0.2046	SF
503A	7820	0.1795	SF
504A	7800	0.1791	SF
505A	7800	0.1791	SF
506A	7800	0.1791	SF
507A	7800	0.1791	SF
508A	7800	0.1791	SF
509A	7800	0.1791	SF
510A	7800	0.1791	SF
511A	7800	0.1791	SF

AREA TABULATION			
LOTS	SQUARE FEET	ACRES	CLASSIFICATION
512A	7809	0.1793	SF
513A	7800	0.1791	SF
514A	7852	0.1802	SF
515A	8344	0.1916	SF
516A	9167	0.2104	SF
517A	8014	0.1840	SF
518A	7802	0.1791	SF
519A	7800	0.1791	SF
520A	7800	0.1791	SF
521A	7800	0.1791	SF
522A	7927	0.1820	SF
523A	8579	0.1969	SF
524A	9198	0.2112	SF
525A	8966	0.2058	SF
526A	8172	0.1876	SF
527A	8166	0.1875	SF
528A	8722	0.2002	SF
529A	9429	0.2165	SF
530A	9740	0.2236	SF
531A	9497	0.2180	SF

AREA TABULATION			
LOTS	SQUARE FEET	ACRES	CLASSIFICATION
532A	7800	0.1791	SF
533A	7800	0.1791	SF
534A	7800	0.1791	SF
535A	7800	0.1791	SF
536A	8023	0.1842	SF
537A	8240	0.1892	SF
538A	8002	0.1837	SF
539A	7822	0.1796	SF
540A	7965	0.1828	SF
541A	8148	0.1870	SF
542A	6665	0.1530	SF
543A	6558	0.1506	SF
544A	7935	0.1822	SF
545A	7900	0.1814	SF
546A	8213	0.1885	SF
547A	7985	0.1833	SF
548A	7873	0.1807	SF
549A	8524	0.1957	SF
550A	7812	0.1793	SF
551A	7806	0.1792	SF

AREA TABULATION			
LOTS	SQUARE FEET	ACRES	CLASSIFICATION
552A	8147	0.1870	SF
553A	9064	0.2081	SF
554A	7864	0.1805	SF
555A	8065	0.1851	SF
556A	8352	0.1917	SF
557A	8343	0.1915	SF
558A	7913	0.1817	SF
559A	7945	0.1824	SF
560A	8361	0.1919	SF
561A	8289	0.1903	SF
562A	9399	0.2158	SF
563A	9192	0.2110	SF
564A	7800	0.1791	SF
565A	7800	0.1791	SF
566A	10353	0.2377	SF
567A	11951	0.2744	SF
568A	10376	0.2382	SF
569A	7813	0.1794	SF
570A	7800	0.1791	SF
571A	7801	0.1791	SF

AREA TABULATION			
LOTS	SQUARE FEET	ACRES	CLASSIFICATION
572A	7893	0.1812	SF
573A	8143	0.1869	SF
574A	6589	0.1513	SF
575A	6500	0.1492	SF
576A	7800	0.1791	SF
577A	7800	0.1791	SF
578A	7987	0.1834	SF
579A	8100	0.1859	SF
580A	7870	0.1807	SF
581A	7968	0.1829	SF
582A	7858	0.1804	SF
583A	6916	0.1588	SF
584A	7297	0.1675	SF
585A	6586	0.1512	SF
586A	6680	0.1533	SF
587A	6647	0.1526	SF
588A	7800	0.1791	SF
589A	7800	0.1791	SF
590A	7800	0.1791	SF
591A	7800	0.1791	SF

AREA TABULATION			
LOTS	SQUARE FEET	ACRES	CLASSIFICATION
592A	7933	0.1821	SF
593A	7800	0.1791	SF
594A	7800	0.1791	SF
595A	7826	0.1797	SF
596A	7989	0.1834	SF
597A	16247	0.3730	SF

AREA TABULATION		
TRACT DESIGNATION	SQUARE FEET	ACRES
TRACT O–10A	1,951	0.0448
TRACT O–13A	51,921	1.1919
TRACT O–28A	64,804	1.4877
TRACT O–50A	17,294	0.3970
TRACT PARK–1A	40,627	0.9327
LOTS 492A–597A	860,446	19.7531
TOTAL	**1,037,043**	**23.8072**

LEGEND

SF – SINGLE FAMILY

ESTIMATE

Intrepid Service Branch LLC
1391 Hideaway Bnd
Wellington, FL 33414

Intrepidelectricservice@gmail.com
+1 (561) 386-1768

Bill to
Avenir Clubhouse

Estimate details
Estimate no.: 1066
Estimate date: 07/22/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Services**	OVERVIEW OF WORK THIS WORK WILL BE DONE RIGHT OUTSIDE THE CLUBHOUSE PICKLEBALL/TENNIS COURTS. TIMEFRAME ON WORK TO BE STARTED 07-30-2026 THRUSDAY JOB SHOULD BE FINISHED THE SAME DAY AT THE END OF THE DAY. - JOB DESCRIPTION RUNNING POWER TO THREE ALREADY INSTALLED SECURITY CAMERA POLES THAT ARE ALONG THE FENCE LINE OF THE TENNIS COURTS. - TAPPING INTO JUNCTION BOX THAT IS IN THE GRASS NO MORE THAN 40 FEET AWAY. (Only need to take 120 Volts from junction box and feed each of the 3 poles. - ONE OF THE POLLS WILL NEED TO BE TRENCHED UNDER SIDEWALK DUE TO THE AVAILABILITY FOR 120 V - THERE WILL BE TRENCHING INVOLVED THROUGH THE GRASS AND EVERYTHING WILL BE HAND DUG TO ENSURE NO UNDERGROUND WIRES WILL BE HIT OR DAMAGED. AFTER TRENCHING THE GRASS WILL BE PLACED RIGHT BACK CAREFULLY AND NEATLY. - TRENCHING LEVELS WILL BE THE CODE AS WELL AS MATERIAL, PVC,		$0.00	$0.00

		ETC. LABOR HRS 8-10hrs (FULL DAY)			
2.	**Materials**	MATERIAL LIST 250ft of 1/2” PVC such. 40 8 1/2” pvc 90’s Box 1/2” connectors Box 1/2” couplings Roll of #12 THHN BLACK/WHITE/GREEN 3 4x4x2 junction boxes Weather proof wire nuts Phase tape black and red		$0.00	$0.00
3.	**Services**	MATERIAL & LABOR TOTAL	1	$1,488.34	$1,488.34
		Total			**$1,488.34**

Accepted date **Accepted by**

07/27/2026

Arazoza Bros., Corp.
Maintenance

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 07/27/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 167 - Replace Pump Motor at Clubhouse

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace Pump motor and all corresponding fittings	NO WATER AT CLUBHOUSE UNTIL THIS GETS REPLACED	1.00	$7,975.00	$7,975.00
			Grand Total	**$7,975.00**

07/27/2026

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 07/10/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 162 - Clubhouse Pump Station Bad Relief Valve

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace Relief Valve and Pressure Tank	Revised proposal	1.00	$1,440.00	$1,440.00
			Grand Total	**$1,440.00**

Centerline, Inc.
*2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017*

Date: 2/17/2026
To: Avenir Community Development District
Attn: Carlos Ballbe

Project: ***Avenir Mecca Mains - SUA Requested Repairs***

Based on the walk-through punchlist prepared by Ballbe & Associates, Inc., dated January 13, 2026

Note: The following proposal ...

Item No.	*Size*	*Description*	*Qty*	*U/M*	*Unit Cost*	*Extension*
1		Realign/Adjust Valve Box	13	EA	$ 601.25	$ 7,816.25
2		Replace Damaged Valve Box	4	EA	$ 967.63	$ 3,870.50
3		Add Valve Extension	1	EA	$ 1,166.38	$ 1,166.38
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL:	**$ 12,853.13**

Avenir Mecca Mains SUA Walkthrough Punch List

As of January 13, 2026

****This Punch List is itemized between the Avenir Mecca Force Main, Avenir Mecca Water Main, Avenir Spine Road Phase 4, and Avenir Spine Road Phase 6. ****

Avenir Mecca Force Main

- 16" Plug Valve at STA: 14.95.8 (Valve ID SV610) needs valve extension per SUA detail No. 16
- 16" Plug Valve at STA: 29+95.7 (Valve ID SV611) needs to be located and valve box set to finished grade
- 16" Plug Valve at STA: 35+96.4 (Valve ID SV612) needs ground under valve box stabilized
- 8" Plug Valve at STA: 37+27.2 (Valve ID SV615) needs new valve box and concrete collar

Avenir Mecca Water Main

- 16" Butterfly Valve at STA: 6+45.2 (Valve ID 10246) needs new valve box lid
- 8" Gate Valve at STA: 21+94.2 (Valve ID 10248) needs valve box aligned with valve nut
- 16" Butterfly Valve at STA: 21+99.6 (Valve ID 10249) needs new valve box and concrete collar
- 8" Gate Valve at STA: 55+80.4 (Valve ID 10254) valve box to be raised to finished grade **valve located in first lift of asphalt. Will need to be inspected after final lift**
- 12" Butterfly Valve at STA: 55+83.3 (Valve ID 10256) valve box to be raised to finished grade **valve located in first lift of asphalt. Will need to be inspected after final lift**
- 12" Butterfly Valve at STA: 67+79.6 (Valve ID 10259) valve box to be raised to finished grade
- 12" Butterfly Valve at STA: 94+67.7 (Valve ID 10265) valve box to be raised to finished grade
- 8" Gate Valve at STA: 98+64.0 (Valve ID 10267) confirm valve is abandoned in place since not in use. Replace missing curb over valve.

Avenir Spine Road Phase 4

- 8" Gate Valve at STA: 69+61.4 (Valve ID 11629) valve box to be raised to finished grade **valve located in first lift of asphalt. Will need to be inspected after final lift**
- 8" Gate Valve at STA: 78+55.1 (Valve ID 11631) needs valve box aligned with valve nut **valve located in first lift of asphalt. Will need to be inspected after final lift**
- 6" Gate Valve at STA: 83+43.7 (Valve ID 11635) valve box damaged and needs to be replaced, cannot access valve. **valve located in first lift of asphalt. Will need to be inspected after final lift**
- 12" Gate Valve at STA: 108+61.7 (Valve ID 11644) needs valve box aligned with valve nut

Avenir Spine Road Phase 6

- 6" Gate Valve at STA: 2+80.3 (Valve ID 11885) needs form removed from valve box
- 6" Gate Valve at STA: 2+80.4 (Valve ID 11886) needs form removed from valve box
- 8" Gate Valve at STA: 21+92.1 (Valve ID 11893) needs valve box aligned with valve nut

Punch List Prepared By:

Tom Ezzo

BALLBÉ & ASSOCIATES, INC.

Monthly Managers Report
September 3, 2026

Date of Report:8/26/2026 *Submitted by: Perry Baldwin*

- ***Completed Tasks***

  Approved and completed projects:

  - Lobby Desk operational
  - Dumpster area parking space marked
  - Exterior lights by park repaired
  - Locker room locks installed
  - Pickleball & Tennis Court numbers replaced
  - West Avenir Dr. fountain pump motor replaced
  - Pool spa motor replaced
  - Fire pit motor replaced
  - All clubhouse carpets cleaned
  - Pool fantail palm replaced
  - Increased fountain cleanings to 3 times a week to keep up with debris
  - Playgrounds, Pool deck, Pool Pavilions, pool furniture, canopies & tennis courts pressure cleaned

- ***Ongoing Tasks***

  Requested quotes on the following items:

  - 8 new cameras with 4 covering gates, 2 at Pickleball & 2 at Tennis
  - Leveling pavers around pool due to tree roots.
  - Replacing ceiling fans in pavilions
  - Pickleball & Tennis court cameras to be installed by 9/15.

- ***Future Items***

  - Possible roof for shed/dumpster area to create a storage area
  - Roof cleaning

AVENIR
PALM BEACH GARDENS

LIFESTYLE REPORT

The Blue Heron Clubhouse

SUMMER VIBES

Submitted by: Patrice Chiaramonte



July 4th Celebration

USA's 250th Pool Party: an unforgettable afternoon of fun, food, music, and community spirit!

- **Date: July 4th, 2026**
- **Time: 12–3 PM**

Details:

Over 200 patrons attended a beautiful afternoon by the pool. Vendors included That's Amore Pizza, Artin Sweet Ice Cream, Mr. Golf Cart, The Picnic Food Truck, and Prime IV, which handed out free coupons. Xfinity donated kids' toys, juice boxes, and snacks. Amerilife sponsored $150 toward the event, which was used to purchase décor and red, white, and blue beads. A cash bar was provided by The Nest. The Reel Ting band performed under the café pavilion. Kids enjoyed playing with hula hoops and bubble machines. Overall, it was a spectacular day until it started to rain—but we still had a great time!







Biohacking for Longevity & Energy

Holistic nurse coach Brittany Cano, RN, BSN, will lead an informative discussion on ways to support vitality, boost energy, and take a proactive approach to overall

wellness. Whether you're curious about biohacking or looking to deepen your health journey, this is a great opportunity to learn and connect.

- **Date: August 8th, 2026**
- **Time: 12–1 PM**

Details:

Over 20 patrons enjoyed an informational session on health and wellness, learning about safe ways to use peptides to support longevity.



Latin Dance Night

Join Legacy DanceSport for a fun and social evening of Latin dancing! Learn popular dances like Salsa, Bachata, and more in a welcoming, beginner-friendly environment. No partner or experience is necessary–just come ready to have fun!

- **Date: August 6th, 2026**
- **Time: 6–7 PM**

Details:

Over 20 patrons attended this complimentary event hosted by Legacy DanceSport. Patrons learned Latin dance steps, and they loved it. Feedback indicated that more programming like this is needed.



Summer Snacks

- **Date: July-August, every Saturday from 12-4pm**

Details:

Featuring Chick-fil-A, Royal Palm Ice Cream, Alsies Ice Cream, and That's Amore Pizza. Patrons enjoyed having this amenity poolside during the hot summer days in Avenir.





Back to School Drive(s)

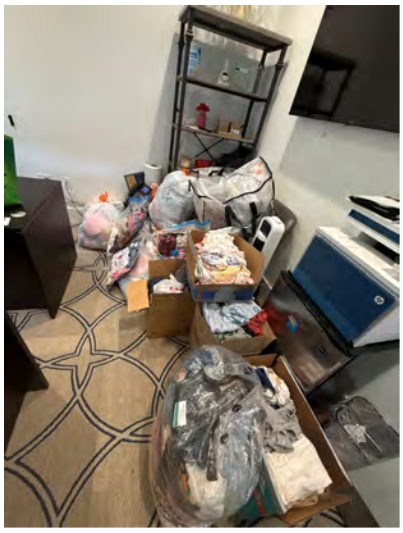
- **Date: July/ August**

Details:

In honor of back-to-school season, we collected supplies that benefited three different causes:

- Filled Backpacks went to local children in Palm Beach County. *Children and Family Charity LLC*.
- Books filled the media center for Avenir's *Somerset School*.
- *The Hands & Feet Drive* supported families taking on foster children. Supplies came in just in time for the new school year!







Organized Family Music & Toddler Play

- **Date & Time: Tuesdays 11 AM–12 PM**

Details:

Parents and caretakers love this amenity in the clubhouse. Many families have met and connected because of this offering. A consistent group of 10–15 families attends this gathering weekly.



Upcoming Lifestyle Events & Programming

Perfume Making Class 8/21, Soundbath 8/27, Movie Night 8/28, Charity Pickleball Tournament 9/5, Labor Day Food Trucks 9/7, Toddler Art Experience 9/10, Green Bag Food Drive 9/18, 3D Squishmallow Kids Class 9/21, Food Truck Thursday 9/24, Adult Art Class 9/25. Continued series: Family Music, Fitness Classes, Tennis & Pickleball Lessons & Clinics.

The Nest Partnership/Prospective Dates & Programming

Poolside Service 11:00 AM–2:00 PM:

- October 24
- October 31
- November 14
- November 21
- December 5

- December 19
- January 9 – Caesar's Palace Casino Night
- January 23
- February 6
- February 20
- March 13
- March 27

Brunch 11:00 AM–2:00 PM:

- October 18
- November 1
- December 12 – Kids Carnival
- January 17
- February 21
- March 21

Specialty Nights 6:00–8:00 PM:

- October 23 - Oktoberfest
- November 13 - Welcome Back Theme
- December 4 - Prime Rib Night
- January 15 - Italian Night
- February 12 - Mardi Gras
- March 17 - St. Paddy's Day

Sample Flyers





SULLIVAN ELECTRIC & PUMP, INC.
1942 8th Ave North Lake Worth, FL 33461
Florida License #EC0001117
Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
8/7/2026	38844

Billing Address	Ship Address
Avernir Community Development District 2501 Burns Rd Suite A Palm Beach Gardens, FL 33410	12255 Avenir Dr Palm Beach Gardens, FL 33412

Quote By	Due Date	P.O. No.
KC	9/6/2026	

Description	Qty	Total
QUOTED BY: K.C. LAZERE REQUESTED BY: Jorge Rodriguez QTY 1) 5HP 1PH MOTORS AS SPARES SPECIAL SHAFT SERIAL: JOB# S-11801 PO#		0.00
Field Service Technician - TO DATE 8/6/2026 BROUGHT BACK OLD 5 HP FOR REPAIR, IF NOT POSSIBLE QUOTE TWO NEW MOTORS WITH SPECIAL SLEEVES AS SPARES FOR CUSTOMER.	1	135.00
Shop Labor TO DATE 8/7/226, MOTOR FACE ROTTED NO REPAIR POSSIBLE	0.5	52.50
BALDOR 5HP 184JM ODP 3600RPM 1PH MOTOR	1	1,161.09
Shaft Sleeve SS 1"	1	67.08
Machinist Labor MACHINE SHAFTS ON NEW MOTORS FOR SS SLEEVE EQ SHAFT	1.5	145.50
Shop Labor DELIVER TO CUSTOMERS LOCATION FOR STORAGE AS SPARES	1	105.00
Subtotal		1,666.17
0.5% Palm Beach County Sales Tax		0.00

Please be advised, that all Service Calls are charged for a minimum of two hour and hourly thereafter.

Subtotal	$1,666.17
Sales Tax (0.0%)	$0.00
Total	$1,666.17

Qualifications –
-Labor to date is not included unless itemized in the quotation above.
-Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
-Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
-Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.
Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --
-Net 30 days from invoice date. If quote is not accpetable and labor to date is included, that labor will be billed out after 20 days from quote date. Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, Inc.
Warranty --
-1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.
Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC

-The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

A deposit is required on manufactured or special order products.

Signature: _____

Authorized By (Print Name) _____

Date Approved _____

ESTIMATE

Florida Coast Power Washing LLC
5359 NW Wisk Fern Circle Port St. Lucie, FL 34986
Eric@FCpowerwash.com
5616767526

Bill To

Avenir Clubhouse

12255 Avenir Dr
Palm Beach Gardens, Florida 33412, United States
mbowden@sdsinc.org
(561) 596 4316

Estimate details

Estimate no.: 2310
Estimate date: 08/19/2026
Status: Pending

PRODUCT OR SERVICE	AMOUNT
Annual Roof cleaning- soft wash Roof soft washing is a safe and effective method for cleaning shingles and other roofing materials using low-pressure water and biodegradable cleaning solutions. It removes algae, moss, mold, and lichen without damaging the roof surface, unlike high-pressure washing. Soft washing not only improves the roof's appearance but also extends its lifespan by preventing buildup that can cause decay or damage over time. 20753 sq ft × $0.25/sq ft	$5,188.25
↳ All Sidewalks/Curbs/Gutters/Medians- Sidewalks- Pre chemical treatment / surface cleaning / high volume rinse/ post chemical treatment. Curbs/ Gutters/ Median curbs-pressure cleaned	$0.00
↳ 2 cabana roofs	$0.00
Total	**$5,188.25**
Tennis And Pickleball courts Tennis & Pickleball Court Soft Washing: Low-pressure soft washing to safely remove algae, mold, mildew, dirt, and organic buildup from court surfaces, surrounding areas, and applicable fencing. Treatment is applied using appropriate cleaning solutions and controlled pressure to protect the court coating and lines. Courts will be thoroughly rinsed and left clean and refreshed. 66636 sq ft × $0.05/sq ft	$3,331.80

Subtotal	$8,520.05
Estimate Total	**$8,520.05**

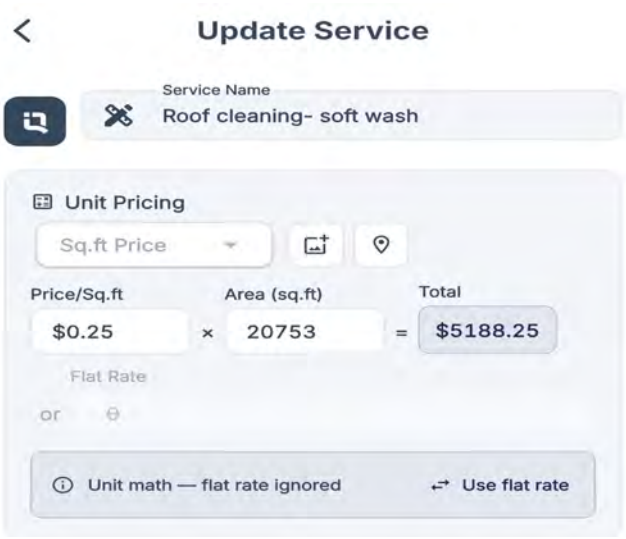
Pending Approval

View Online

Access your estimate anytime online

Click Here to View Estimate Online
Estimate viewed on Aug 25, 2026, 4:18 PM UTC

Project Photos





RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING A SERVICE ANIMAL POLICY FOR DISTRICT BUILDINGS AND CONTROLLED ACCESS AMENITY FACILITIES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Avenir Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously adopted the Amenities Rules Handbook (the "**Amenities Rules**"), pursuant to the requirements of Chapters 120 and 190, Florida Statutes; and

WHEREAS, under paragraph 8 of the Amenities Rules, General Provisions, General Usage Guidelines provides for an exception to the "no pets" policy for service dogs pursuant to the District's adopted Service Animal Policy; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution a Service Animal Policy for District buildings, including the District-owned Amenity Center, and for other controlled access amenity facilities of the District the "**Service Animal Policy**").

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

1. POLICY. The District hereby adopts the Service Animal Policy, attached hereto as **Exhibit A.**

2. SEVERABILITY. If any provision of this Resolution or the Animal Policy is held to be illegal or invalid, the other provisions shall remain in full force and effect.

3. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED by the Board of Supervisors of the Avenir Community Development District, this _3rd_ day of __September__, 2026.

ATTEST**:**

AVENIR COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson/Vice Chairperson
Board of Supervisors

Exhibit A

AVENIR COMMUNITY DEVELOPMENT DISTRICT
SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animals," as defined by Section 413.08, Florida Statutes, which are trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodation, including, but not limited to, amenity buildings (office, social halls, and fitness center), pools, various sport courts and other appurtenance or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal only under the following conditions:

a. If the Service Animal is out of control and the handler does not take effective measures to control the Service Animal; or
b. If the Service Animal is not housebroken; or
c. If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability to determine whether an animal is a Service Animal or pet. However, the District may ask: (i) whether an animal is a Service Animal required because of a disability; and (ii) what work or task the animal has been trained to perform.

AMENITIES USAGE

…

Each Patron will receive an Access Card upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who resides full-time within the listed Avenir address and is 13 years of age or older. Minors ages 13 to 17 may receive an Access Card with limited access, with a legal guardian's consent. ~~Minors under the age of 18 mustbe accompanied by an adult, 18 and older, at all times.~~

…

COMMUNITY PROGRAMMING

…

Programs and Activities. All programs and services, including personal training, group exercise, tennis lessons, instructional programs, competitive events, and otherprograms, must be conducted through the Lifestyle Director or as directed by the Board. A schedule of activities for the Amenities will be available from the Lifestyle Director.

…

GENERAL PROVISIONS

…

General Usage Guidelines. Except as otherwise stated herein, the followingguidelines govern the use of the Amenities generally. Specific rules for each Amenity areposted in each area and outlined under their section herein.

…

29) Community Programming by District Representatives Only. All programsand services, including personal training, group exercise, tennis lessons, and instructional programs, must be conducted by an approved District employee or contractor.

…

FITNESS CENTER & GROUP EXERCISE STUDIO

…

Usage Guidelines

The following policies apply to the District's fitness center and group exercise studio:

…

2) Usage Restrictions. Patrons and Guests ages 13 and older may use the fitness center, but they must have an Access Card and signed waiver on file. Patrons and Guests ages 13 to 17 must be accompanied by an adult age 18or older. No children, infants, or toddlers are allowed in the fitness center or exercise studio at any time. Notwithstanding the above, a child who is a Patron, at least ten (10) years old, has documented special needs or is recovering from injury that require such training, has been pre-approved for compliance with this provision by the General Manager, and is under the care of a licensed and insured personal trainer authorized in accordance with the Rules to provide services at the fitness center by the District, may use the fitness center when accompanied by said personal trainer.

…

9) Personal Training. Except as expressly authorized by the District and as provided herein, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. The General Manager has the authority to approve personal trainers providing services to children with special needs or who are recovering from injury as provided in subsection 2) above, subject to the personal trainers complying with all District policies for instructors providing independent contractor services, including the requirements for proof of licensing and insurance, naming the Avenir Community Development District as an additional insured, and entering into agreements for the same with the District. All instructors must be approved District employees or independent contractors.

…

1. **Vacation homes / homes with larger families & guest access IDs**

Handbook: Amenities usage → Registration/Disclaimer

Recommended Updates in yellow:

Each Patron will receive an Access Card for all names listed on the warranty deed upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who resides full-time within the listed Avenir address and is 13 years of age or older. Family members over 18 residing in the home full-time must produce a government ID with the address or an official piece of mail and envelope processed by USPS showing their name and the address. Example: bank statement, phone bill, or other type of official mail. Minors ages 13 to 17 may receive an Access Card with limited access, with a legal guardian's consent. Minors under the age of 18 must be accompanied by an adult, 18 and older, at all times

2. **Lockers** –

Handbook: Fitness Center & Group Exercise Studio → Locker Rooms

Recommended Policy Updates:

Avenir East Blue Heron Clubhouse Locker Policy

Digital/electronic locks are being installed on a portion of the lockers in both the men's and women's locker rooms. These lockers are provided to allow patrons to securely store backpacks, bags, and other personal belongings while using the Fitness Center and to help keep the fitness area clear of potential trip hazards.

Locker Use

- Lockers are intended for **temporary use while patrons are using the Fitness Center**.
- Patrons should remove all personal belongings when they are finished using the Fitness Center.
- Lockers and electronic locks will be **cleared and reset daily**.
- **Items left in lockers overnight will be removed** and placed in the Clubhouse Lost and Found.
- The Clubhouse is not responsible for personal belongings left in lockers overnight.

Thank you for helping us keep the Fitness Center safe, clean, and free of unnecessary obstacles.

Proposal for Additional Clubhouse Staffing Coverage
REVISED 8/26/26

Requesting the BOD approve an increase in the budget to cover an additional full-time position (2,080 hours) and a part-time position (832 hours).

The purpose of the additional staffing is to ensure that the registration desk is fully staffed during the eight peak hours of operation and to provide appropriate oversight and control of the racquet courts, particularly on weekend mornings.

The proposed staffing coverage would be:

Standard Time
Monday–Friday: 10:00 a.m.–6:00 p.m.
(January 1 through the second Saturday in March, and the Monday following the first Sunday in November through December 31)

Saturday–Sunday: 7:30 a.m.–3:30 p.m.

Daylight Saving Time
Monday–Friday: 12:00 p.m.–8:00 p.m.
(Second Sunday in March through the first Sunday in November)

Saturday–Sunday: 7:30 a.m.–3:30 p.m.

Based on the current compensation figures, the anticipated annual costs would be:

- **Full-Time Position – 2,080 hours:** $58,968.00
- **Part-Time Weekend Position – 832 hours:** $23,587.20
- **Total Additional Staffing Cost:** $82,555.20

July 16, 2026

Board of Directors
Avenir Community Development District
2501 Burns Road
Suite A
Palm Beach Gardens, FL 33410

1806 Old Okeechobee Road
Suite A
West Palm Beach, FL 33409
Ph: 561-581-8800
www.epicforensics.com

Re: Avenir Community Development District -
Property Condition Assessment 558 Report

Dear Board of Directors,

Epic Forensics & Engineering, Inc. ("Epic") is pleased to submit this Property Condition Assessment ("PCA") 558 Report ("Report") to **Avenir Community Development District** ("District" or "Client") in accordance with our Agreement.

WORK IN PROGRESS 2026-07-15

Reliance Statement

Epic Forensics & Engineering, Inc. has performed a PCA of the subject property located at 12255 Avenir Drive, Palm Beach Gardens, Florida 33412 (the "Property").

This PCA Report is exclusively for the use and benefit of the District. This PCA Report is not for the use or benefit of, nor may it be relied upon by, any other person or entity without the advance written consent of Epic Forensics & Engineering, Inc.

Epic certifies that it has no undisclosed interest in the subject Property, that its relationship with the District is at arms-length, and that employment and compensation are not contingent upon the findings or estimated costs to remedy any deficiencies noted.

Executive Summary

The District contracted with Epic to conduct a property condition assessment in order to prepare a Property Condition Assessment 558 Report ("PCA Report") of the Property. This report is to be used to place parties on notice that construction defects are present at the Property per Chapter 558 of the Florida Statutes.

Background

The findings in this PCA Report are based on multiple on-site observations of the Property and a review of the available construction drawings, applicable building codes, construction standards, permits, and project specifications. On-site observations were obtained during various site visits that were performed during the time period of October 2025 to April 2026.

This report attests to the conditions observed during the evaluation period of the Property.

General Description

The Property consists of a clubhouse, kid's room, event hall, fitness center, eight (8) tennis courts, six (6) pickleball courts, resort-style pool, parking lot, sidewalks, and other site amenities. The Property was constructed by Kast Construction.

This PCA Report only addresses those portions of the Property under the jurisdiction of the District. Other areas on the Property that are not under the jurisdiction of the District were not reviewed and are not included in this PCA Report.

Purpose and Scope

This PCA Report is based upon the state of the representative Property components as observed at the time of the assessment and from facility-related documentation provided by the District for review. The PCA was conducted in general accordance with the **ASTM E2018, "Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process."** This report is not a guarantee of the overall condition or the functional suitability of said real estate assets.

WORK IN PROGRESS
2026-07-15

Construction Drawings

During the PCA, Epic relied upon the following construction documents provided to Epic by the District.

Architectural
- Permit Drawings with latest revision dated 02/24/2020
  - Randall E. Stofft, Architects, P.A.

Conceptual Engineering Plans
- Construction Set Dated 08/2018
  - Ballbe & Associates, Inc.

Structural
- Permit Set with latest revision dated 04/19/2019
  - TLC Engineering Solutions, Inc.

Mechanical
- Permit Set with latest revision dated 04/19/2019
  - TLC Engineering Solutions, Inc.

Electrical
- Permit Set with latest revision dated 04/19/2019
  - TLC Engineering Solutions, Inc.

Plumbing
- Permit Set Dated 04/30/2020
  - TLC Engineering Solutions, Inc.

Fire Protection
- Permit Set with latest revision dated 04/19/2019
  - TLC Engineering Solutions, Inc.

Hardscape and Landscape
- Construction Set with latest revision dated 08/20/2020
  - Insite Studio, Inc.

WORK IN PROGRESS
2026-07-15

Applicable Codes and Standards

Based upon the multi-use building permit application date of 07/08/2019, it was determined that the applicable building code edition was the Florida Building Code 2017 6th Edition thereto. As such, the governing codes and technical standards relied upon for this report include one or more of the following:

- Florida Building Code (FBC) 2017 Edition.
- Florida Accessibility Code 2017 Edition.
- ACI 318-14 Building Code Requirements for Structural Concrete.
- ANSI A108-1999 American National Standards Specifications for the Installation of Ceramic Tile.
- ASCE 7-10 Minimum Design Loads for Buildings and Other Structures (with Errata dated January 11, 2011).
- ASTM C926-15b Standard Specification for Application of Portland Cement-Based Plaster.
- ASTM C1063-15a Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster.
- National Fire Protection Association (NFPA):
  - 13 – Standard for Installation of Sprinkler Systems, 2013 Edition.
  - 14 – Standard for the Installation of Standpipe and Hose Systems, 2013 Edition.
  - 20 – Standard for Installation of Stationary Fire Pumps for Fire Protection, 2013 Edition.
  - 70 – National Electrical Code (NEC), 2014 Edition.
  - 72 – National Fire Alarm and Signaling Code, 2013 Edition.
  - 101 – Life Safety Code, 2015 Edition.

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Property Components/Disciplines

The intent of this PCA is to disclose any relevant defects observed during the visual evaluation of the Property. Construction/Design-related deficiencies noted herein were found to be applicable to the following components/ disciplines:

- Mechanical
- Electrical
- Pool, Spa, and Water Features
- Pavement
- Flooring
- Pavers
- Sidewalks
- Additional Disciplines
  - Doors
  - Firepit
  - Fire Protection
  - Gutters / Drainage
  - Landscaping
  - Plumbing
  - Railings
  - Sports Courts
  - Stucco / Architect
  - Stucco
  - Trellis
  - Curb & Gutter

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Developer and Design Parties

The information available for the General Contractor and design parties at the Property include:

General Contractor:	Kast Construction, LLC 701 Northpoint Parkway Suite 400 West Palm Beach, FL 33407
Architect:	Randall E Stofft, Architects, P.A. 42 North Swinton Ave. Delray Beach, FL 33444
Civil Engineer:	Ballbe & Associates, Inc. 3564 N Ocean Blvd Fort Lauderdale, FL 33308
Hardscape and Landscape Architect	Insite Studio, Inc. 3601 PGA Boulevard Suite 220 Palm Beach Gardens, FL 33410 Urban Design Studio, LLC. 610 Clematis Street Suite CU-02 West Palm Beach, FL 33401
Mechanical, Electrical, Plumbing Engineer:	TLC Engineering For Architecture, Inc. dba TLC Engineering Solutions, Inc. 255 S Orange Avenue Suite 1600 Orlando, FL 32801
Structural Engineer:	TLC Engineering For Architecture, Inc. dba TLC Engineering Solutions, Inc. 255 S Orange Avenue Suite 1600 Orlando, FL 32801
Fire Protection Engineer:	TLC Engineering For Architecture, Inc. dba TLC Engineering Solutions, Inc. 255 S Orange Avenue Suite 1600 Orlando, FL 32801

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Observations

Observed deficiencies were compiled into a list for comparison and analysis. The list of deficiencies attests to the significant physical deficiencies observed by Epic that should be addressed by the General Contractor and their parties. Each deficiency is categorized as one of, or as a combination of, the following types:

Defect: Incorrect or incomplete work, poor workmanship, or design errors.

Deviation: Non-compliance with plans, specs, shop drawings, manufacturer standards, industry standards, field changes, or substitutions from permitted plans and specs, including items acceptable by code but of a lower quality or reduced life expectancy.

Code Violation: Non-compliance with applicable building codes, including referenced standards.

The List of Deficiencies matrices ("LODs") included as part of this report are arranged by specific discipline, sorted by observed defect and by location on the Property. Each observation in the list includes a description of relevant criteria and/or an explanation of the deficiency.

Representative photographs of noted deficiencies are identified in the LODs and cross-referenced to attached photographs following the list of deficiencies.

During the PCA, the field observers did not survey every component of every system. Only representative observations have been made of readily accessible exposed areas. The concept of representative observations extends to all conditions, areas, equipment, components, systems, buildings, etc., to the extent that they are similar and representative of one another. Epic does not guarantee or warrant that all adverse conditions concerning the Property can be or have been discovered and included in this PCA Report. Furthermore, Epic's visual observations do not include latent defects. Epic was not involved during the original design and construction of the Property and therefore cannot determine the quality, accuracy, and code compliance of any associated hidden building components.

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Mechanical – Deficiency Summary

Deficiencies within this section primarily consist of:

- Corrosion evident.

Refer to the following List of Deficiencies ("LOD") matrix for observed defects, deviations, and /or code violations related to this discipline.

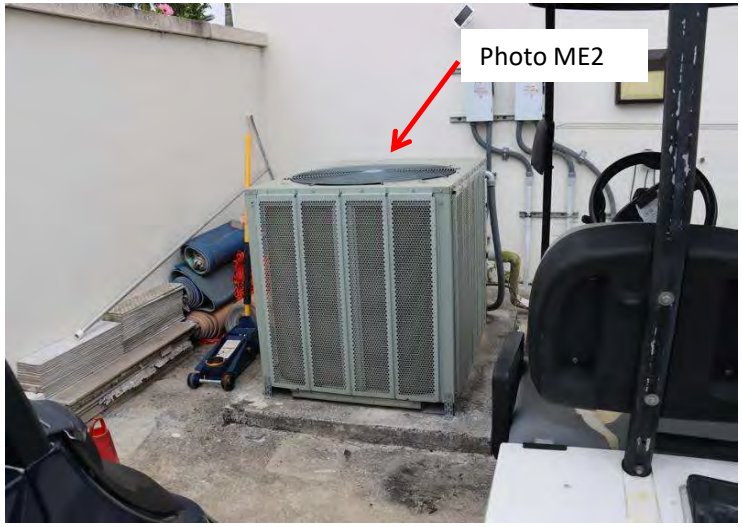
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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Mechanical

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
1	**Clubhouse: Gym, Bathroom, Exhaust**	District reported that bathroom exhaust is inoperable.	Code Violation	Mechanical	2017 FBC - Mechanical - Section 501.2 "Independent system required. Single or combined mechanical exhaust systems for environmental air shall be independent of all other exhaust systems. Dryer exhaust shall be independent of all other systems. Type I exhaust systems shall be independent of all other exhaust systems except as provided in Section 506.3.5. Single or combined Type II exhaust systems for food-processing operations shall be independent of all other exhaust systems. Kitchen exhaust systems shall be constructed in accordance with Section 505 for domestic equipment and Sections 506 through 509 for commercial equipment." Further evaluation recommended.	-
2	**Clubhouse: Exterior Mechanical Area, Condensing Units (Typical Throughout)**	Corrosion evident.	Defect	Mechanical	Metal exposed to aggressive elements should be specified or prepared to resist environmental conditions. Metal type, coating and application should be appropriate for current environment and use.	ME1, ME2
3	**Clubhouse: Rooftop PKU Servicing Event Hall**	Premature failure of condenser coils. District hired third party to rectify deficiency.	Defect	Mechanical	Eskimo Invoice #23-0403-008, Dated 06-24-2025, Totaling $9,850.	-

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Photo No. ME 1	Photo No. ME 2
	
Location: Clubhouse: Exterior Mechanical Area, Condensing Units Remarks: Corrosion evident.	Location: Clubhouse: Exterior Mechanical Area, Condensing Units Remarks: Corrosion evident.

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Electrical – Deficiency Summary

Deficiencies within this section primarily consist of:

- Finish failure evident.
- Unsealed penetrations. Moisture intrusion evident.

Refer to the following List of Deficiencies (“LOD”) matrix for observed defects, deviations, and /or code violations related to this discipline.

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Electrical

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
4	**Clubhouse: Exterior Light Bollards (Multiple Locations)**	Finish failure evident.	Defect	Electrical	Metal exposed to aggressive elements should be specified or prepared to resist environmental conditions. Metal type, coating and application should be appropriate for current environment and use.	E1, E2, E3
5	**Typical Throughout: Clubhouse, Exterior Stairs, Stair Lights** **(Typical Photo: Covered Walkway #1, North Elevation)**	Unsealed penetrations. Moisture intrusion evident.	Code Violation	Electrical	2014 Edition of NFPA 70 (NEC), Section (A) Wet and Damp Locations. "Luminaires installed in wet or damp locations shall be installed such that water cannot enter or accumulate in wiring compartments, lampholders, or other electrical parts. All luminaires installed in wet locations shall be marked, “Suitable for Wet Locations.” All luminaires installed in damp locations shall be marked “Suitable for Wet Locations” or “Suitable for Damp Locations.”"	E4, E5, E6, E7
6	**Covered Walkway #1, West Elevation: Exterior Stairs, Stair Lights**	Unsealed penetrations. Moisture intrusion evident. Lights are inoperable. Inadequate illumination along means of egress.	Code Violation	Electrical	2017 FBC - Building, Section 1008.2 Illumination required. "The means of egress serving a room or space shall be illuminated at all times that the room or space is occupied." 2017 FBC - Building, Section 1008.2.1 Illumination level under normal power.	E8, E9

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Photo No. E 1



Location: Clubhouse: Exterior Light Bollards

Remarks: Finish failure evident.

Photo No. E 2



Location: Clubhouse: Exterior Light Bollards

Remarks: Finish failure evident.

Photo No. E 3



Location: Clubhouse: Exterior Light Bollards

Remarks: Finish failure evident.

Photo No. E 4

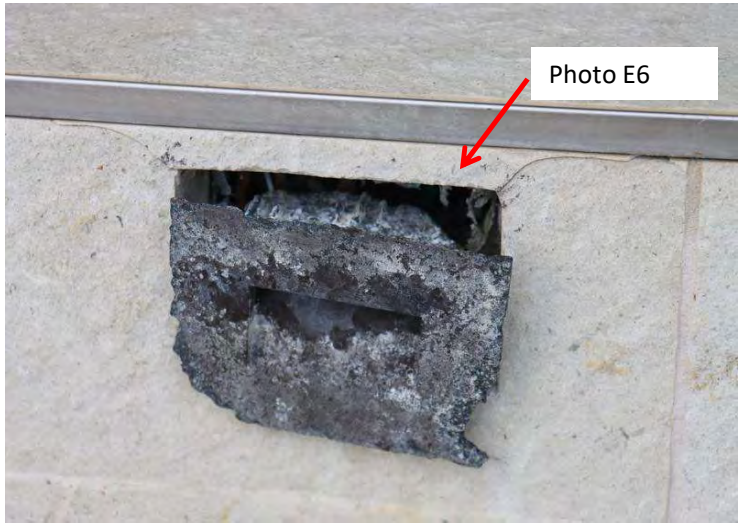


Location: Clubhouse: Covered Walkway #1, North Eleavion, Exterior Stairs, Stair Lights

Remarks: Unsealed penetrations. Moisture intrusion evident.

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Photo No. E 5



Location: Clubhouse: Covered Walkway #1, North Eleavion, Exterior Stairs, Stair Lights

Remarks: Unsealed penetrations. Moisture intrusion evident.

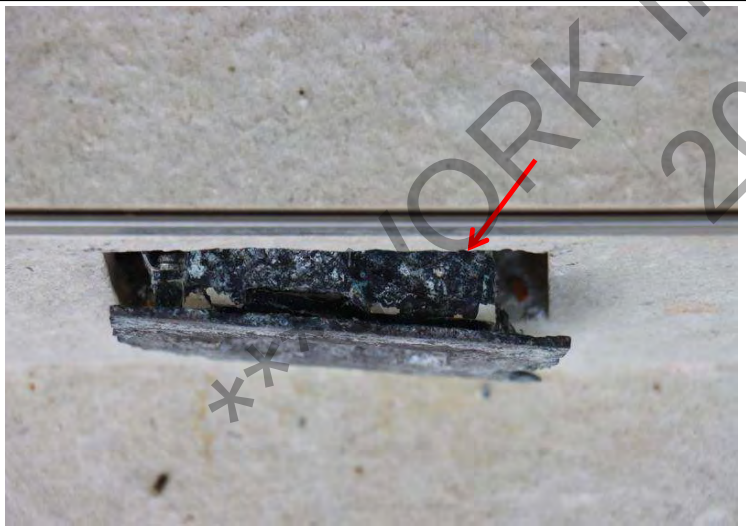
Photo No. E 6



Location: Clubhouse: Covered Walkway #1, North Eleavion, Exterior Stairs, Stair Lights

Remarks: Unsealed penetrations. Moisture intrusion evident.

Photo No. E 7



Location: Clubhouse: Covered Walkway #1, North Eleavion, Exterior Stairs, Stair Lights

Remarks: Unsealed penetrations. Moisture intrusion evident.

Photo No. E 8



Location: Covered Walkway #1, West Elevation: Exterior Stairs, Stair Lights

Remarks: Unsealed penetrations. Moisture intrusion evident. Lights are inoperable. Inadequate illumination along means of egress.

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Photo No. E 9



Location:	Covered Walkway #1, West Elevation: Exterior Stairs, Stair Lights
Remarks:	Unsealed penetrations. Moisture intrusion evident. Lights are inoperable. Inadequate illumination along means of egress.

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Pool, Spa, and Water Features – Deficiency Summary

Deficiencies within this section primarily consist of:

- Active leak at time of evaluation.
- Efflorescence evident.
- Rigid joint is installed between coping tiles and waterline tiles.

Refer to the following List of Deficiencies ("LOD") matrix for observed defects, deviations, and /or code violations related to this discipline.

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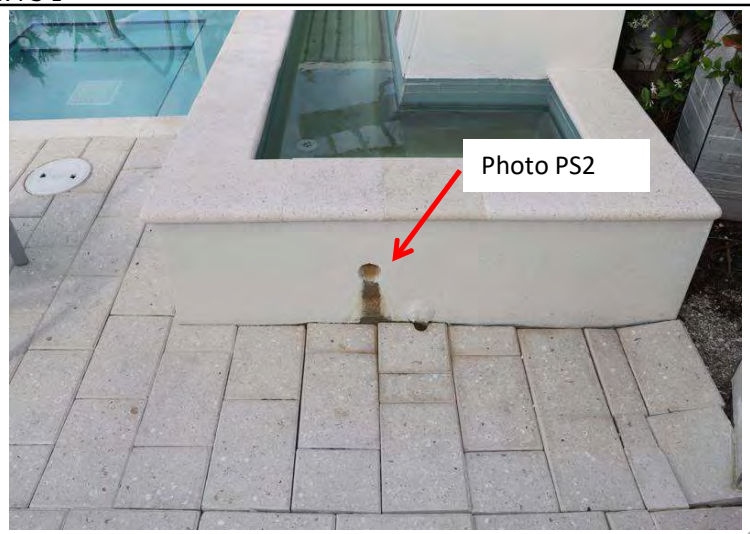
EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Pool, Spa, and Water Features

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
7	**Clubhouse: Amenity Deck, Water Wall Feature, Basin Wall, Opening**	Active leak at time of evaluation.	Defect	Pool, Spa, and Water Features	System is not performing as intended.	PS1, PS2
8	**Clubhouse: Amenity Deck, Water Wall Feature, Basin Wall**	Efflorescence evident.	Code Violation	Pool, Spa, and Water Features / Stucco	ASTM C926-15b, Section 7.1 Plaster Proportions, 7.2 Mixing, 7.3 General Application, and 7.8 Curing and Time Between Coats.	PS3, PS4
9	**Clubhouse: Amenity Deck, Spa, Coping to Waterline Tile Interaction** **Clubhouse: Amenity Deck, Water Wall Feature, Coping to Waterline Tile Interaction**	Rigid joint is installed between coping tiles and waterline tiles.	Deviation	Pool, Spa, and Water Features	TCNA Handbook for Ceramic, Glass and Stone Tile Installation: P601MB-16, P601TB-16, and P602-16: Detail calls for a flexible sealant at coping-to-waterline tile interaction.	PS5, PS6, PS7, PS8
10	**Clubhouse: Pool Equipment Area, Pool Heater**	Pool heater experienced premature failure.	Code Violation	Pool, Spa, and Water Features	2017 FBC - Mechanical - Section 916.1 General. Pool and spa heaters shall be installed in accordance with the manufacturer's instructions. Oil-fired pool and spa heaters shall be tested in accordance with UL 726. Electric pool and spa heaters shall be tested in accordance with UL 1261. Mickeys Plumbing Invoice #114944, Dated 04-08-2025, Totaling $2,725.	PS9, PS10
11	**Clubhouse: Pool Equipment Area, Pool Heater**	Signs of leak. Corrosion evident.	Code Violation	Pool, Spa, and Water Features	2017 FBC - Mechanical - Section 916.1 General. Pool and spa heaters shall be installed in accordance with the manufacturer's instructions. Oil-fired pool and spa heaters shall be tested in accordance with UL 726. Electric pool and spa heaters shall be tested in accordance with UL 1261.	PS11, PS12, PS13, PS14

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Photo No. PS 1



Location: Clubhouse: Amenity Deck, Water Wall Feature, Basin Wall, Opening

Remarks: Active leak at time of evaluation.

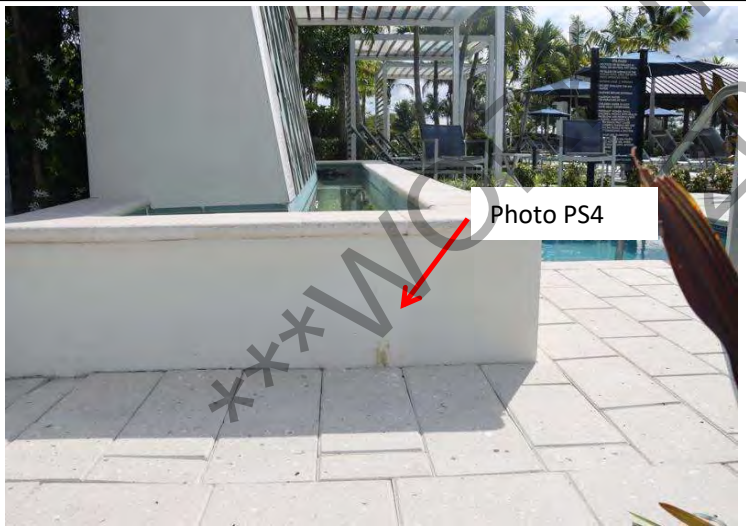
Photo No. PS 2



Location: Clubhouse: Amenity Deck, Water Wall Feature, Basin Wall, Opening

Remarks: Active leak at time of evaluation.

Photo No. PS 3



Location: Clubhouse: Amenity Deck, Water Wall Feature, Basin Wall

Remarks: Efflorescence evident.

Photo No. PS 4



Location: Clubhouse: Amenity Deck, Water Wall Feature, Basin Wall

Remarks: Efflorescence evident.

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Photo No. PS 5



Location: Clubhouse: Amenity Deck, Spa, Coping to Waterline Tile Interaction

Remarks: Rigid joint is installed between coping tiles and waterline tiles.

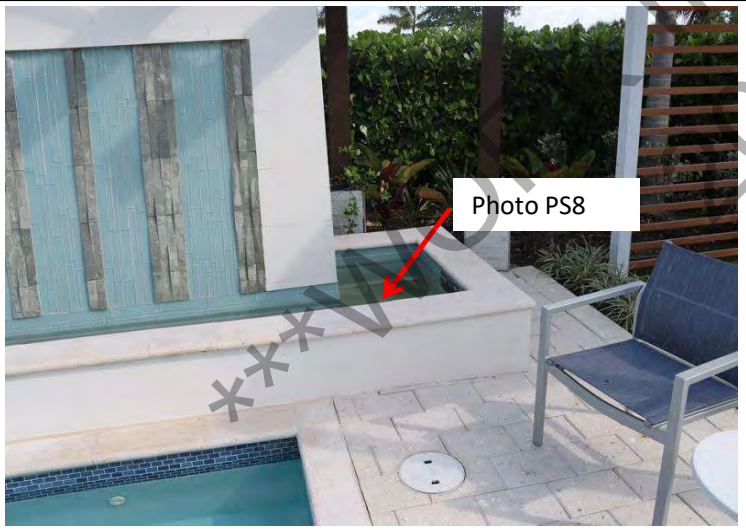
Photo No. PS 6



Location: Clubhouse: Amenity Deck, Spa, Coping to Waterline Tile Interaction

Remarks: Rigid joint is installed between coping tiles and waterline tiles.

Photo No. PS 7



Location: Clubhouse: Amenity Deck, Water Wall Feature, Coping to Waterline Tile Interaction

Remarks: Rigid joint is installed between coping tiles and waterline tiles.

Photo No. PS 8



Location: Clubhouse: Amenity Deck, Water Wall Feature, Coping to Waterline Tile Interaction

Remarks: Rigid joint is installed between coping tiles and waterline tiles.

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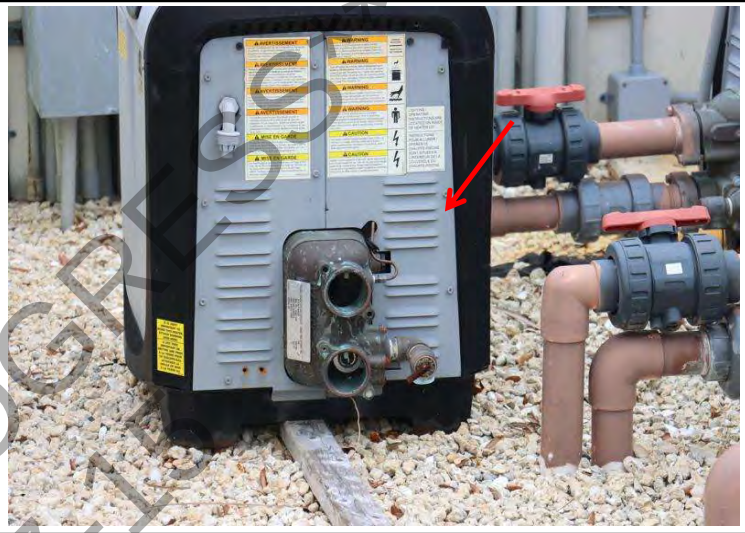
Photo No. PS 9



Location: Clubhouse: Pool Equipment Area, Pool Heater

Remarks: Pool heater experienced premature failure.

Photo No. PS 10



Location: Clubhouse: Pool Equipment Area, Pool Heater

Remarks: Pool heater experienced premature failure.

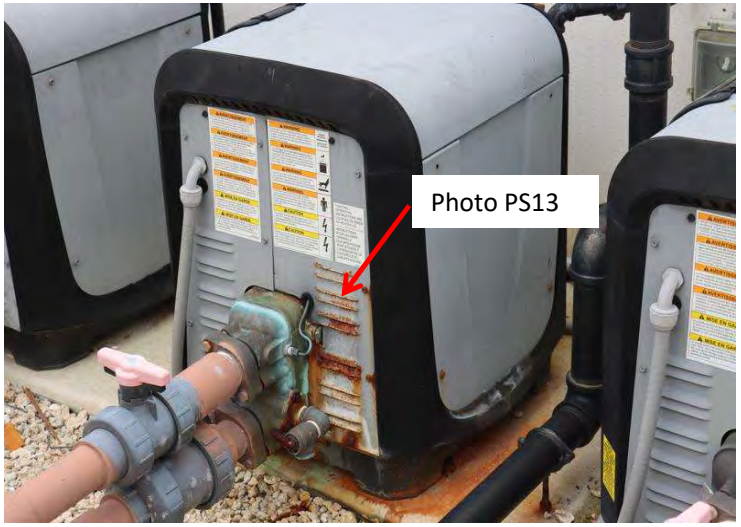
Photo No. PS 11



Location: Clubhouse: Pool Equipment Area, Pool Heater

Remarks: Signs of leak. Corrosion evident.

Photo No. PS 12



Location: Clubhouse: Pool Equipment Area, Pool Heater

Remarks: Signs of leak. Corrosion evident.

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Photo No. PS 13	Photo No. PS 14
	
Location: Clubhouse: Pool Equipment Area, Pool Heater	Location: Clubhouse: Pool Equipment Area, Pool Heater
Remarks: Signs of leak. Corrosion evident.	Remarks: Signs of leak. Corrosion evident.

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Pavement – Deficiency Summary

Deficiencies within this section primarily consist of:

- Crack(s).
- Raveling.
- Reflection cracks.

Refer to the following List of Deficiencies (“LOD”) matrix for observed defects, deviations, and /or code violations related to this discipline.

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Pavement

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
12	**Site: Multi-Use Pathway, Pavement (Multiple Locations) (Typical Photo: Near Golfcart Parking)**	Crack(s).	Deviation	Pavement	Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2013): Section 330-9 Surface Requirements. U.S. Dep. Of Transportation, Federal Highway Administration - Geotechnical Aspects of Pavements, Section 1.3 The Pavement System and Typical Pavement Types, P. 1-7 and 1-8: "In addition to providing a significant fraction of the overall structural capacity of the pavement, the surface layer must minimize the infiltration of surface water, provide a smooth, uniform, and skid-resistant riding surface, and offer durability against traffic abrasion and the climate."	PA1, PA2, PA3, PA4
13	**Site: Parking Lot, East Area, Drive Aisle, Pavement** **Site: Parking Lot, West Area, Drive Aisle, Pavement** **Site: Parking Lot, East Area, Near Parking Spot, Pavement**	Raveling.	Deviation	Pavement	Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2013): Section 330-9 Surface Requirements. U.S. Dep. Of Transportation, Federal Highway Administration - Geotechnical Aspects of Pavements, Section 1.3 The Pavement System and Typical Pavement Types, P. 1-7 and 1-8: "In addition to providing a significant fraction of the overall structural capacity of the pavement, the surface layer must minimize the infiltration of surface water, provide a smooth, uniform, and skid-resistant riding surface, and offer durability against traffic abrasion and the climate." Asphalt Institute, MS-22 Construction of Quality Asphalt Pavements, Third Edition, Section 4.3.2 Durability.	PA5, PA6, PA7, PA8, PA9, PA10

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District

List of Deficiencies Matrix ("LOD")

Pavement

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
14	**Site: Parking Lot, Clubhouse South Elevation, Near Entrance, Manhole Cover**	Reflection crack(s).	Deviation	Pavement	U.S. Dep. Of Transportation, Federal Highway Administration - Geotechnical Aspects of Pavements, Section 1.3 The Pavement System and Typical Pavement Types, P. 1-7 and 1-8: "In addition to providing a significant fraction of the overall structural capacity of the pavement, the surface layer must minimize the infiltration of surface water, provide a smooth, uniform, and skid-resistant riding surface, and offer durability against traffic abrasion and the climate." State of Florida DOT Research Report: Performance Evaluation of Crack-and-Seat Rehabilitation Strategy: A 10-Year Perspective: Preventive measures are recommended to be taken when overlaying asphalt on concrete. Asphalt Institute, MS-22 Construction of Quality Asphalt Pavements, Third Edition, Section 4.3.2 Durability.	PA11, PA12
15	**Site: West Area Near Entrance to Parking Lot, Pavement**	Paved walkway unfinished at time of evaluation.	Deviation	Pavement	Plans: Hardscape and Landscape, Sheet HP.3. Plans indicate for pathway to be installed.	PA13, PA14

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Photo No. PA 1



Location: Site: Multi-Use Pathway, Near Golf Cart Parking, Pavement

Remarks: Crack(s).

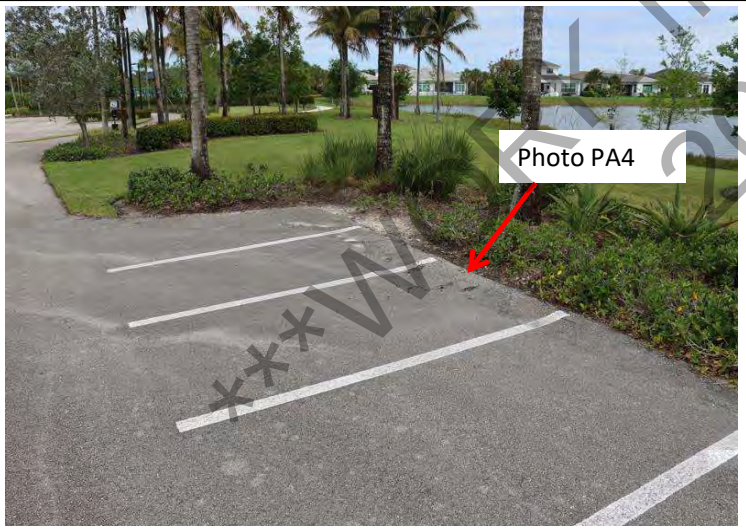
Photo No. PA 2



Location: Site: Multi-Use Pathway, Near Golf Cart Parking, Pavement

Remarks: Crack(s).

Photo No. PA 3



Location: Site: Multi-Use Pathway, Near Golf Cart Parking, Pavement

Remarks: Crack(s).

Photo No. PA 4



Location: Site: Multi-Use Pathway, Near Golf Cart Parking, Pavement

Remarks: Crack(s).

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Photo No. PA 5



Location: Site: Parking Lot, East Area, Drive Aisle, Pavement

Remarks: Raveling.

Photo No. PA 6



Location: Site: Parking Lot, East Area, Drive Aisle, Pavement

Remarks: Raveling.

Photo No. PA 7



Location: Site: Parking Lot, West Area, Drive Aisle, Pavement

Remarks: Raveling.

Photo No. PA 8



Location: Site: Parking Lot, West Area, Drive Aisle, Pavement

Remarks: Raveling.

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Photo No. PA 9



Location: Site: Parking Lot, East Area, Near Parking Spot, Pavement

Remarks: Raveling.

Photo No. PA 10



Location: Site: Parking Lot, East Area, Near Parking Spot, Pavement

Remarks: Raveling.

Photo No. PA 11



Location: Site: Parking Lot, Clubhouse South Elevation, Near Entrance, Manhole Cover

Remarks: Reflection crack(s).

Photo No. PA 12



Location: Site: Parking Lot, Clubhouse South Elevation, Near Entrance, Manhole Cover

Remarks: Reflection crack(s).

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Photo No. PA 13	Photo No. PA 14
	
Location: Site: West Area Near Entrance to Parking Lot, Pavement Remarks: Paved walkway unfinished at time of evaluation.	Location: Site: West Area Near Entrance to Parking Lot, Pavement Remarks: Paved walkway unfinished at time of evaluation.

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2026-07-

Flooring – Deficiency Summary

Deficiencies within this section primarily consist of:

- Adhesion failure of sealant.
- Inconsistent installation of movement joints at restraining surfaces. Cementitious material in contact with aluminum at select locations. Tenting tile at select locations.
- Tile floor surface exhibited percussive anomalies when "sounded", consistent with separation and/or improper bonding.

Refer to the following List of Deficiencies (“LOD”) matrix for observed defects, deviations, and /or code violations related to this discipline.

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Flooring

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
16	**Clubhouse: Northwest Elevation, Near Event Hall, ADA Ramp, Flooring, Sealant** **Clubhouse: North Elevation, Covered Outdoor Seating, Flooring (Multiple Locations)** **Clubhouse: North Elevation, Near Men's Locker Room, Flooring**	Adhesion failure of sealant.	Deviation / Defect	Flooring	ASTM C1193, Section 16: Sealant Installation. Workmanship should be sound, secure, and complete.	F1, F2, F3, F4, F5, F6
17	**Typical Throughout: Clubhouse, Exterior Flooring (Typical Photo: Northwest Elevation Near Event Hall)**	Inconsistent installation of movement joints at restraining surfaces. Cementitious material in contact with aluminum at select locations. Tenting tile at select locations.	Code Violation / Deviation	Flooring	TCNA Handbook for Ceramic, Glass, and Stone Tile Installation: EJ171 - Movement Joint Guidelines: Location and Frequency of Joints. ANSI A108-1999, Sections A-3.4.2 Movement joints are a requirement for tilework. and AN-3.7.2 - Exterior. 2015 Aluminum Design Manual - Parts I & II - Sections M.6 Finishes & M.7 Contact with Dissimilar Materials.	F7, F8, F9, F10

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Flooring

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
18	**Clubhouse: Southwest Elevation, Covered Walkway, Tile**	Tile floor surface exhibited percussive anomalies when "sounded", consistent with separation and/or improper bonding.	Code Violation / Deviation	Flooring	2017 FBC - Building, Section 2103.2.3: "Portland cement mortars for installing ceramic wall and floor tile shall comply with ANSI A108.1A and ANSI A108.1B…" TCNA Handbook for Ceramic, Glass, and Stone Tile Installation: Mortar Coverage for Ceramic Tile: "Average contact area for dry areas is 80% and for wet areas is 95%. Mortar coverage is to be evenly distributed to support edges and corners." ANSI A108-1999, Section A-4.3.3.3.2: Thoroughly beat all tile or tile assemblies into place with a beating block to obtain maximum contact of adhesive on the back of each tile...and not less than an average contact area of 80%.	F11
19	**Clubhouse: Northwest and West Elevation, Covered Walkway Near Event Hall, Course of Tile Adjacent to Doors (Multiple Locations)**	Tile floor surface exhibited percussive anomalies when "sounded", consistent with separation and/or improper bonding.	Code Violation / Deviation	Flooring	2017 FBC - Building, Section 2103.2.3: "Portland cement mortars for installing ceramic wall and floor tile shall comply with ANSI A108.1A and ANSI A108.1B…" TCNA Handbook for Ceramic, Glass, and Stone Tile Installation: Mortar Coverage for Ceramic Tile: "Average contact area for dry areas is 80% and for wet areas is 95%. Mortar coverage is to be evenly distributed to support edges and corners." ANSI A108-1999, Section A-4.3.3.3.2: Thoroughly beat all tile or tile assemblies into place with a beating block to obtain maximum contact of adhesive on the back of each tile...and not less than an average contact area of 80%.	F12, F13

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Photo No. F 1



Location: Clubhouse: Northwest Elevation, Near Event Hall, ADA Ramp, Flooring, Sealant

Remarks: Adhesion failure of sealant.

Photo No. F 2



Location: Clubhouse: Northwest Elevation, Near Event Hall, ADA Ramp, Flooring, Sealant

Remarks: Adhesion failure of sealant.

Photo No. F 3



Location: Clubhouse: North Elevation, Covered Outdoor Seating, Flooring

Remarks: Adhesion failure of sealant.

Photo No. F 4



Location: Clubhouse: North Elevation, Covered Outdoor Seating, Flooring

Remarks: Adhesion failure of sealant.

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Photo No. F 5



Location: Clubhouse: North Elevation, Near Men's Locker Room, Flooring

Remarks: Adhesion failure of sealant.

Photo No. F 6



Location: Clubhouse: North Elevation, Near Men's Locker Room, Flooring

Remarks: Adhesion failure of sealant.

Photo No. F 7



Location: Clubhouse: Northwest Elevation Near Event Hall, Exterior Flooring

Remarks: Inconsistent installation of movement joints at restraining surfaces.
Cementitious material in contact with aluminum at select locations.

Photo No. F 8



Location: Clubhouse: Northwest Elevation Near Event Hall, Exterior Flooring

Remarks: Inconsistent installation of movement joints at restraining surfaces.
Cementitious material in contact with aluminum at select locations.

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Photo No. F 9



Location: Clubhouse: Northwest Elevation Near Event Hall, Exterior Flooring

Remarks: Inconsistent installation of movement joints at restraining surfaces. Tenting tile at select locations.

Photo No. F 10



Location: Clubhouse: Northwest Elevation Near Event Hall, Exterior Flooring

Remarks: Inconsistent installation of movement joints at restraining surfaces. Tenting tile at select locations.

Photo No. F 11



Location: Clubhouse: Southwest Elevation, Covered Walkway, Tile

Remarks: Tile floor surface exhibited percussive anomalies when "sounded", consistent with separation and/or improper bonding.

Photo No. F 12



Location: Clubhouse: Northwest Elevation, Covered Walkway Near Event Hall, Course of Tile Adjacent to Doors

Remarks: Tile floor surface exhibited percussive anomalies when "sounded", consistent with separation and/or improper bonding.

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Photo No. F 13



Location:	Clubhouse: Northwest Elevation, Covered Walkway Near Event Hall, Course of Tile Adjacent to Doors
Remarks:	Tile floor surface exhibited percussive anomalies when "sounded", consistent with separation and/or improper bonding.

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Pavers – Deficiency Summary

Deficiencies within this section primarily consist of:

- Edge of pavers unadhered. Surrounding pavers settling unevenly. Pavers shifting at select locations.
- Improper slope of pool wet deck.
- Pavers are settling unevenly. Elevation difference greater than 1/4 inch at select locations.

Refer to the following List of Deficiencies (“LOD”) matrix for observed defects, deviations, and /or code violations related to this discipline.

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Pavers

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
20	**Parking Lot: Paver to Asphalt Road Interaction**	Concrete beam not installed between pavers and asphalt.	Deviation	Pavers	ICPI Tech Spec 3: Figure 11.	PV1, PV2
21	**Clubhouse: Amenity Deck, Near Water Wall Feature, Pavers** **Clubhouse: Amenity Deck, Near Lap Pool, Southeast Area, Pavers**	Edge of pavers unadhered. Surrounding pavers settling unevenly. Pavers shifting at select locations.	Deviation / Defect	Pavers	2017 FBC - Accessibility, Section 302.1 General: "Floor and ground surfaces shall be stable, firm,..." Plans: Hardscape and Landscape, Sheet HP.7, Detail 1 Typical Pedestrian Paver Detail. Plans indicate for paver border to be mortar set on concrete band. System is not performing as intended.	PV3, PV4, PV5, PV6, PV7, PV8, PV9, PV10
22	**Clubhouse: Amenity Deck, Lap Pool, Pool Deck, North (Typical Photo) and South Area, Pavers**	Improper slope of pool wet deck.	Code Violation	Pavers	2017 FBC - Building, Section 454.1.3.1.2: "Pool wet decks shall be uniformly sloped at a minimum of 2 percent to a maximum of 4 percent away from the pool or to deck drains to prevent standing water."	PV11, PV12
23	**Clubhouse: Amenity Deck, Main Pool, Near Pool Deck Jets, Pavers (Multiple Locations) (Typical Photo: Southwest Area and Northwest Area)** **Clubhouse: Amenity Deck, Near Pools, Pool Shower, Pavers** **Clubhouse: Amenity Deck, Near Lap Pool, East Area, Pavers**	Pavers are settling unevenly.	Deviation	Pavers	ICPI Tech Spec 2: "Final surface elevations should not vary more than +/- 3/8 in. under a 10 ft straightedge, unless otherwise specified."	PV13, PV14, PV15, PV16, PV17, PV18, PV19, PV20, PV21, PV22

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Pavers

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
24	**Clubhouse: Amenity Deck, Main Pool, North Area Near Stair Entry Near 8 IN Mark, Pavers (Typical Photo)** **Clubhouse: Amenity Deck, Near Water Wall Feature, Pavers (Typical Photo)** **Clubhouse: Amenity Deck, Near Pavilion, Pavers (Typical Photo)** **Clubhouse: Amenity Deck, Near Fire Pit, Pavers** **Clubhouse: Amenity Deck, Near Lap Pool, North Area and Southeast (Typical Photo) Area Near Stairs, Pavers** **Clubhouse: Amenity Deck, West Area, Pavers**	Pavers are settling unevenly. Elevation difference greater than 1/4 inch at select locations.	Code Violation	Pavers	2017 FBC - Accessibility, Section 303.2 Vertical: "Changes in level of 1/4 inch high maximum shall be permitted to be vertical."	PV23, PV24, PV25, PV26, PV27, PV28, PV29, PV30, PV31

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Pavers

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
25	**Parking Lot: West Area, Concrete Grid Pavers (Multiple Locations)**	Pavers in contact with each other. Crack(s).	Deviation	Pavers	ASTM C1319-17, Section 5.4 Durability: "Durability shall be demonstrated by proven field performance satisfactory to the specifier that the grid paver units have adequate durability for the intended use." ICPI Tech Spec 8 Concrete Grid Pavements, Design, Construction, and Maintenance Guidelines for Vehicular Pavements, Construction of dense-graded bases: "The grids are placed on the screeded bedding sand with consistent joint spacing between 1/8 and 1/4 in. (3 to 6 mm). The units shouldn't be pushed or hammered such that they touch each other. If the grids touch, they may crack, chip or spall under repeated traffic." ICPI Tech Spec 2: Spreading and Compacting the Subbase and/or Base Aggregates: "Like compaction of the soil subgrade, adequate compaction of the base is critical to minimizing settlement of interlocking concrete pavements." ICPI Tech Spec 2: Spreading and Compacting the Subbase and/or Base Aggregates: "For vehicular areas, compaction should be at least 98% of modified Proctor density as determined by ASTM D 1557, or AASHTO T180."	PV32, PV33, PV34

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Photo No. PV 1



Location: Parking Lot: Paver to Asphalt Road Interaction

Remarks: Concrete beam not installed between pavers and asphalt.

Photo No. PV 2



Location: Parking Lot: Paver to Asphalt Road Interaction

Remarks: Concrete beam not installed between pavers and asphalt.

Photo No. PV 3



Location: Clubhouse: Amenity Deck, Near Water Wall Feature, Pavers

Remarks: Edge of pavers unadhered. Surrounding pavers settling unevenly. Pavers shifting at select locations.

Photo No. PV 4



Location: Clubhouse: Amenity Deck, Near Water Wall Feature, Pavers

Remarks: Edge of pavers unadhered. Surrounding pavers settling unevenly. Pavers shifting at select locations.

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Photo No. PV 5



Location: Clubhouse: Amenity Deck, Near Water Wall Feature, Pavers

Remarks: Edge of pavers unadhered. Surrounding pavers settling unevenly. Pavers shifting at select locations.

Photo No. PV 6



Location: Clubhouse: Amenity Deck, Near Water Wall Feature, Pavers

Remarks: Edge of pavers unadhered. Surrounding pavers settling unevenly. Pavers shifting at select locations.

Photo No. PV 7



Location: Clubhouse: Amenity Deck, Near Lap Pool, Southeast Area, Pavers

Remarks: Edge of pavers unadhered. Surrounding pavers settling unevenly. Pavers shifting at select locations.

Photo No. PV 8



Location: Clubhouse: Amenity Deck, Near Lap Pool, Southeast Area, Pavers

Remarks: Edge of pavers unadhered. Surrounding pavers settling unevenly. Pavers shifting at select locations.

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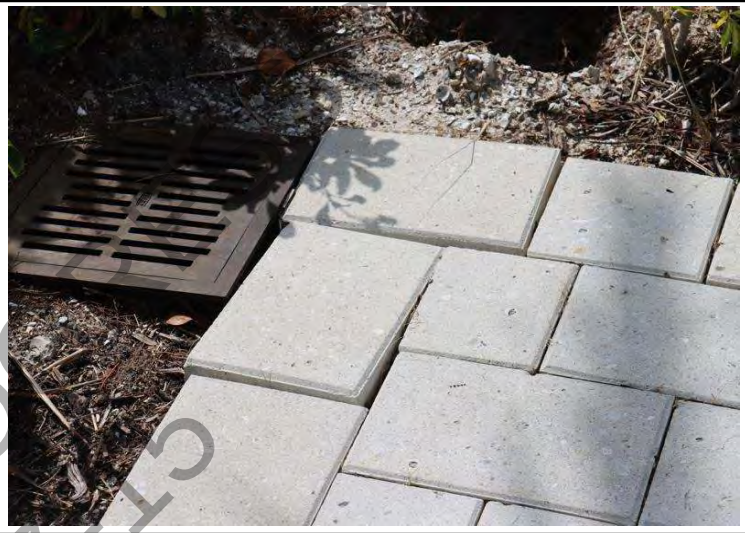
Photo No. PV 9



Location: Clubhouse: Amenity Deck, Near Lap Pool, Southeast Area, Pavers

Remarks: Edge of pavers unadhered. Surrounding pavers settling unevenly. Pavers shifting at select locations.

Photo No. PV 10



Location: Clubhouse: Amenity Deck, Near Lap Pool, Southeast Area, Pavers

Remarks: Edge of pavers unadhered. Surrounding pavers settling unevenly. Pavers shifting at select locations.

Photo No. PV 11



Location: Clubhouse: Amenity Deck, Lap Pool, North Area, Pavers

Remarks: Improper slope of pool wet deck.
Slope measurements in units of percentage.

Photo No. PV 12

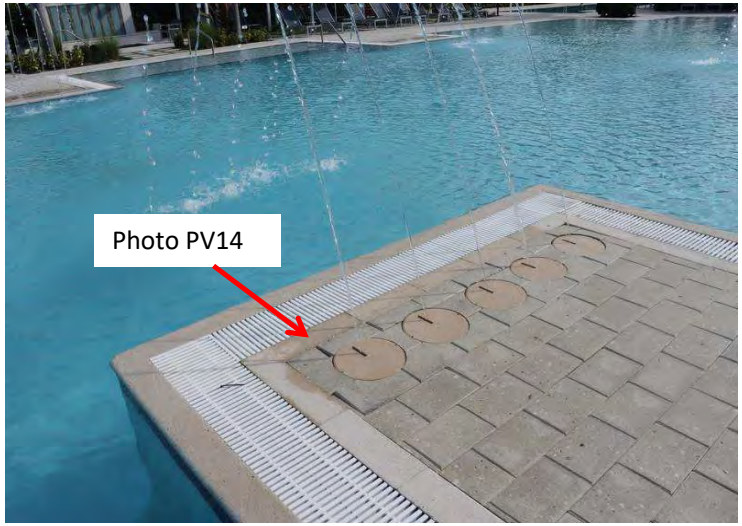


Location: Clubhouse: Amenity Deck, Lap Pool, North Area, Pavers

Remarks: Improper slope of pool wet deck.
Slope measurements in units of percentage.

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Photo No. PV 13



Location: Clubhouse: Amenity Deck, Near Main Pool, Southwest Area, Near Pool Deck Jets, Pavers
Remarks: Pavers are settling unevenly.

Photo No. PV 14



Location: Clubhouse: Amenity Deck, Near Main Pool, Southwest Area, Near Pool Deck Jets, Pavers
Remarks: Pavers are settling unevenly.

Photo No. PV 15



Location: Clubhouse: Amenity Deck, Near Main Pool, Northwest Area, Near Pool Deck Jets, Pavers
Remarks: Pavers are settling unevenly.

Photo No. PV 16



Location: Clubhouse: Amenity Deck, Near Main Pool, Northwest Area, Near Pool Deck Jets, Pavers
Remarks: Pavers are settling unevenly.

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Photo No. PV 17



Location: Clubhouse: Amenity Deck, Near Pools, Pool Shower, Pavers

Remarks: Pavers are settling unevenly.

Photo No. PV 18



Location: Clubhouse: Amenity Deck, Near Pools, Pool Shower, Pavers

Remarks: Pavers are settling unevenly.

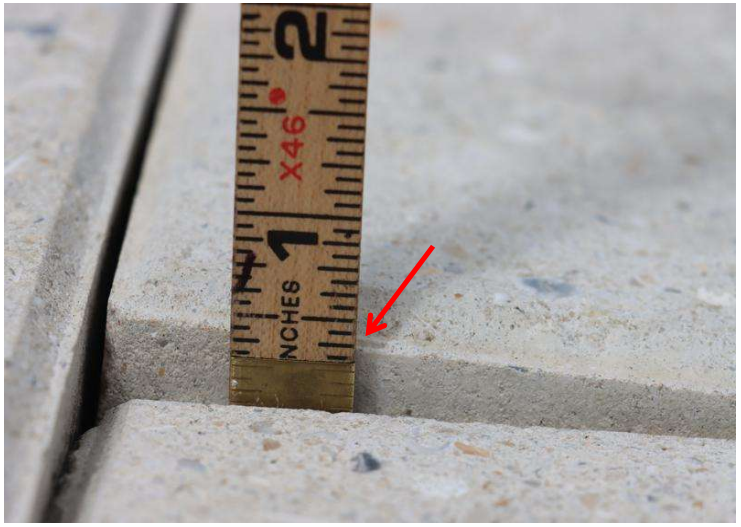
Photo No. PV 19



Location: Clubhouse: Amenity Deck, Near Lap Pool, East Area, Pavers

Remarks: Pavers are settling unevenly.

Photo No. PV 20

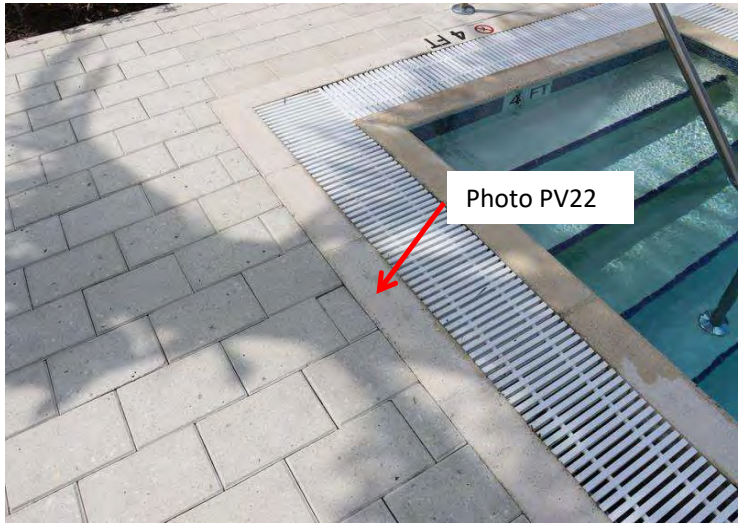


Location: Clubhouse: Amenity Deck, Near Lap Pool, East Area, Pavers

Remarks: Pavers are settling unevenly.

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Photo No. PV 21



Location: Clubhouse: Amenity Deck, Near Lap Pool, East Area, Pavers

Remarks: Pavers are settling unevenly.

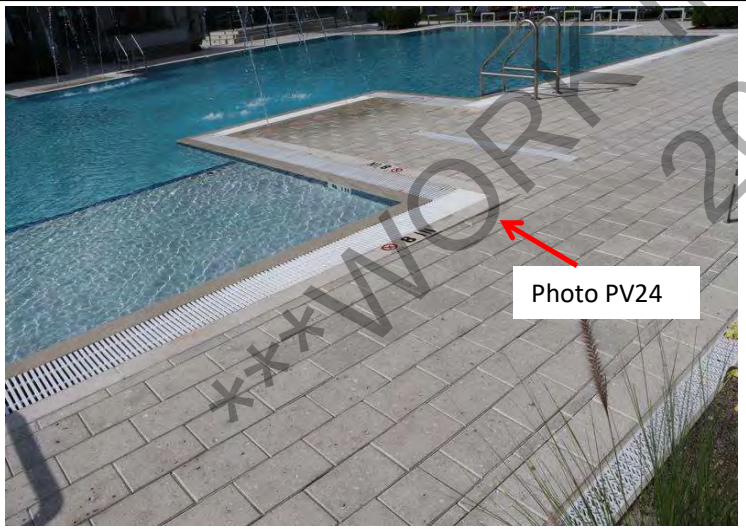
Photo No. PV 22



Location: Clubhouse: Amenity Deck, Near Lap Pool, East Area, Pavers

Remarks: Pavers are settling unevenly.

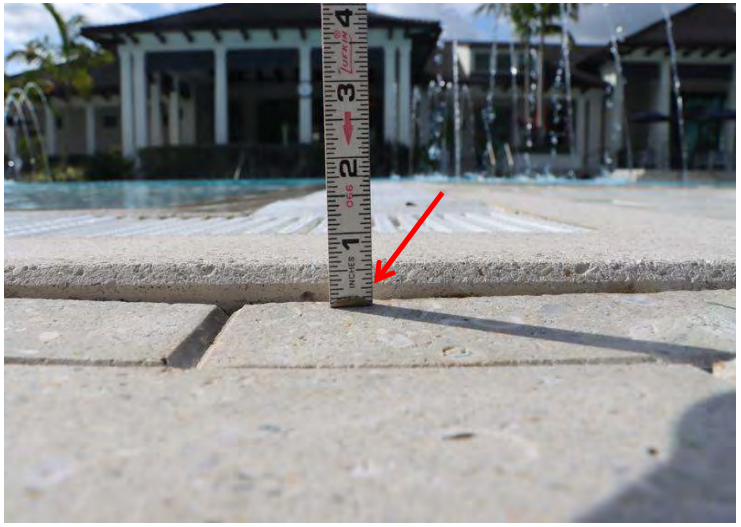
Photo No. PV 23



Location: Clubhouse: Amenity Deck, Main Pool, North Area Near Stair Entry Near 8 IN Mark, Pavers

Remarks: Pavers are settling unevenly. Elevation difference greater than 1/4 inch at select locations.

Photo No. PV 24

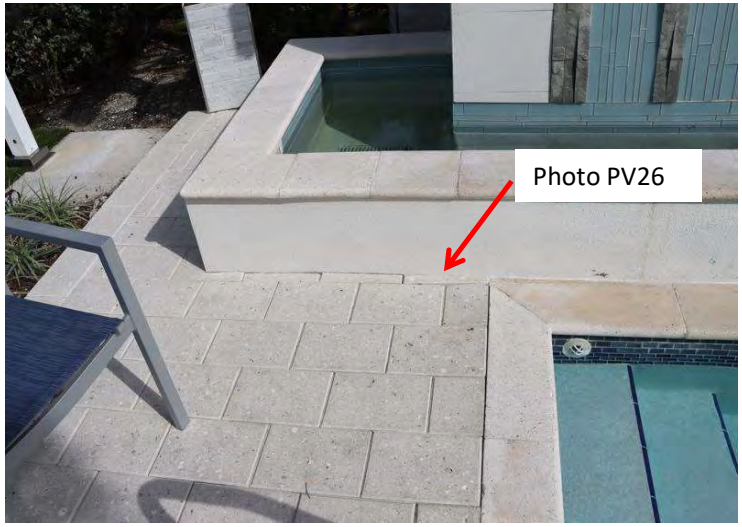


Location: Clubhouse: Amenity Deck, Main Pool, North Area Near Stair Entry Near 8 IN Mark, Pavers

Remarks: Pavers are settling unevenly. Elevation difference greater than 1/4 inch at select locations.

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Photo No. PV 25



Location: Clubhouse: Amenity Deck, Near Water Wall Feature, Pavers

Remarks: Pavers are settling unevenly. Elevation difference greater than 1/4 inch at select locations.

Photo No. PV 26



Location: Clubhouse: Amenity Deck, Near Water Wall Feature, Pavers

Remarks: Pavers are settling unevenly. Elevation difference greater than 1/4 inch at select locations.

Photo No. PV 27



Location: Clubhouse: Amenity Deck, Near Pavilion, Pavers

Remarks: Pavers are settling unevenly. Elevation difference greater than 1/4 inch at select locations.

Photo No. PV 28



Location: Clubhouse: Amenity Deck, Near Pavilion, Pavers

Remarks: Pavers are settling unevenly. Elevation difference greater than 1/4 inch at select locations.

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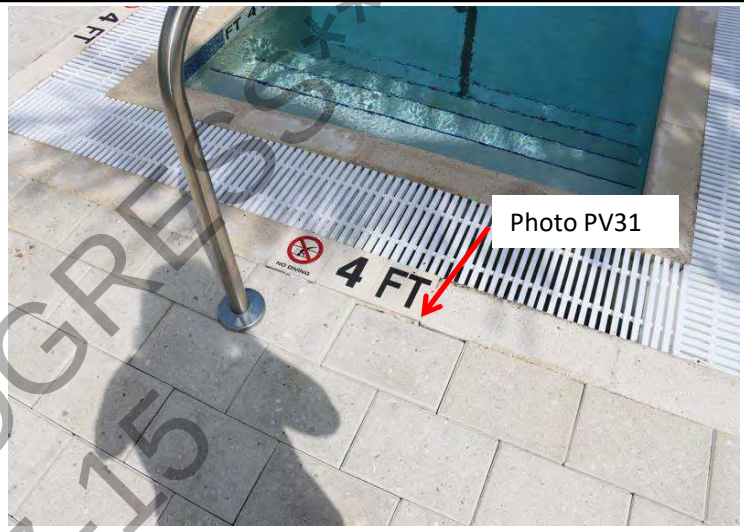
Photo No. PV 29



Location: Clubhouse: Amenity Deck, Near Pavilion, Pavers

Remarks: Pavers are settling unevenly. Elevation difference greater than 1/4 inch at select locations.

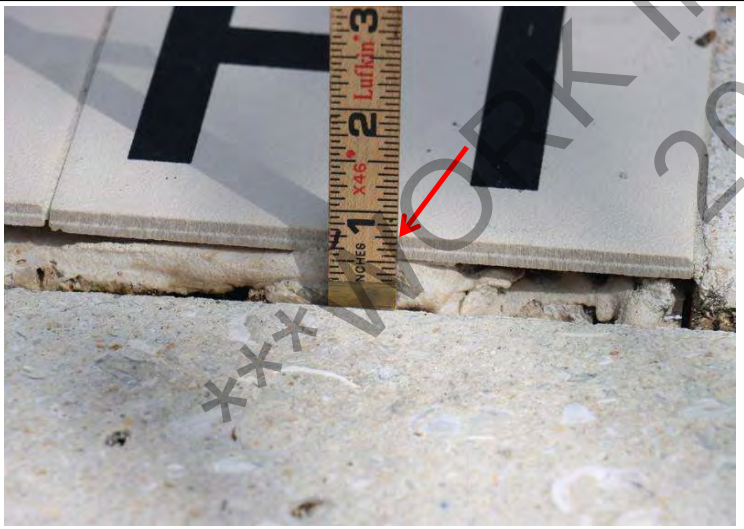
Photo No. PV 30



Location: Clubhouse: Amenity Deck, Near Lap Pool, Southeast Area Near Stairs, Pavers

Remarks: Pavers are settling unevenly. Elevation difference greater than 1/4 inch at select locations.

Photo No. PV 31



Location: Clubhouse: Amenity Deck, Near Lap Pool, Southeast Area Near Stairs, Pavers

Remarks: Pavers are settling unevenly. Elevation difference greater than 1/4 inch at select locations.

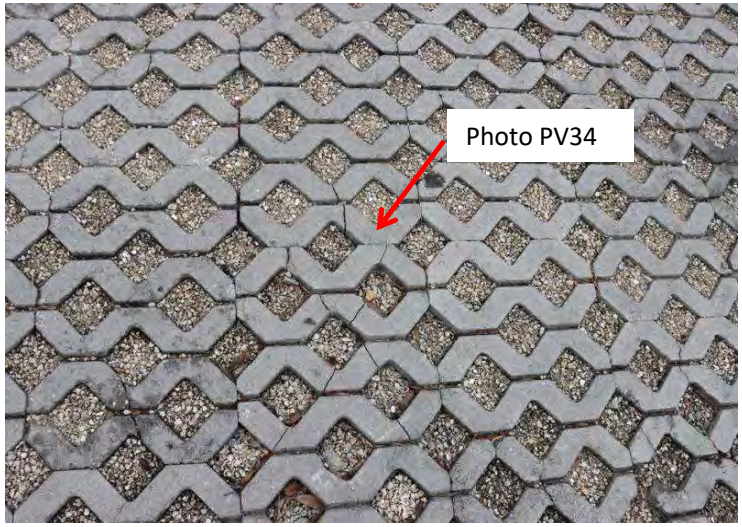
Photo No. PV 32



Location: Parking Lot: West Area, Concrete Grid Pavers

Remarks: Pavers in contact with each other. Crack(s).

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Photo No. PV 33	Photo No. PV 34
	
Location: Parking Lot: West Area, Concrete Grid Pavers Remarks: Pavers in contact with each other. Crack(s).	Location: Parking Lot: West Area, Concrete Grid Pavers Remarks: Pavers in contact with each other. Crack(s).

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Sidewalks – Deficiency Summary

Deficiencies within this section primarily consist of:

- Crack(s).
- Detectable warning not installed.
- Inconsistent slope of sidewalk. District reported ponding water at select locations.
- Void(s) in sidewalk. Elevation difference greater than 1/4 inch. Tripping hazard evident.

Refer to the following List of Deficiencies ("LOD") matrix for observed defects, deviations, and /or code violations related to this discipline.

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Sidewalks

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
26	**Site: East of Clubhouse, Sidewalk** **Site: Northeast of Clubhouse, Sidewalk**	Crack(s).	Deviation / Defect	Sidewalks	FDOT Design Standards: Index 310, Sheet 1 and 2, Sidewalk Joints. FDOT Standard Specifications: Section 522-4 Foundation and 522-5 Joints. System is not performing as intended.	SW1, SW2, SW3, SW4, SW5
27	**Clubhouse: East Elevation, Near Aerobics Room, Sidewalk** **Clubhouse: East Elevation, Near Playground, Sidewalk (Multiple Locations)**	Crack(s).	Deviation	Sidewalks	FDOT Design Standards: Index 310, Sheet 1 and 2, Sidewalk Joints. FDOT Standard Specifications: Section 522-4 Foundation and 522-5 Joints.	SW6, SW7, SW8, SW9
28	**Site: Northeast of Clubhouse, Sidewalk along Sandhill Crane Drive**	Detectable warning not installed.	Deviation	Sidewalks	FDOT Design Standards: Index 522-002.	SW10
29	**Site: Near Pickleball Courts, Sidewalk**	Inconsistent slope of sidewalk. District reported ponding water at select locations.	Deviation	Sidewalks	FDOT Design Standards: Index 310, Sheet 1 and 2.	SW11, SW12, SW13, SW14
30	**Site: Between Pickleball and Tennis Courts, Sidewalk**	Void(s) in sidewalk. Elevation difference greater than 1/4 inch. Tripping hazard evident.	Code Violation / Defect	Sidewalks	2017 FBC - Accessibility, Section 303.2 Vertical: "Changes in level of 1/4 inch high maximum shall be permitted to be vertical." System is not performing as intended.	SW15, SW16, SW17, SW18

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Photo No. SW 1



Location: Site: East of Clubhouse, Sidewalk

Remarks: Crack(s).

Photo No. SW 2



Location: Site: East of Clubhouse, Sidewalk

Remarks: Crack(s).

Photo No. SW 3



Location: Site: East of Clubhouse, Sidewalk

Remarks: Crack(s).

Photo No. SW 4



Location: Site: Northeast of Clubhouse, Sidewalk

Remarks: Crack(s).

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Photo No. SW 5



Location: Site: Northeast of Clubhouse, Sidewalk

Remarks: Crack(s).

Photo No. SW 6



Location: Clubhouse: East Elevation, Near Aerobics Room, Sidewalk

Remarks: Crack(s).

Photo No. SW 7



Location: Clubhouse: East Elevation, Near Aerobics Room, Sidewalk

Remarks: Crack(s).

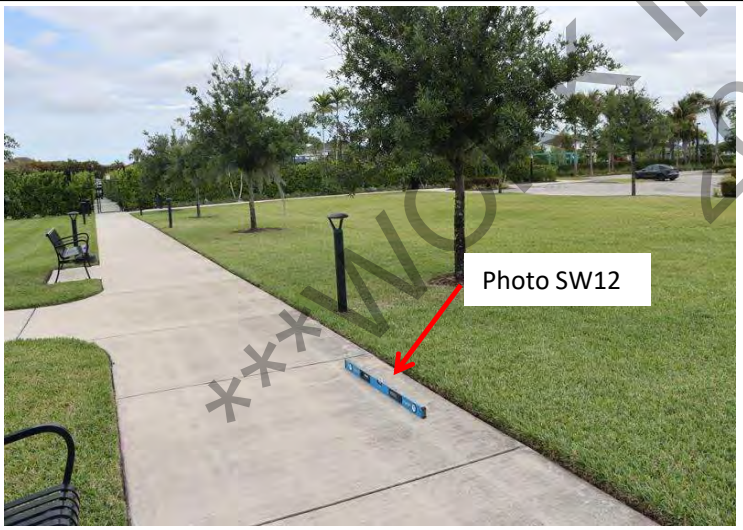
Photo No. SW 8



Location: Clubhouse: East Elevation, Near Playground, Sidewalk

Remarks: Crack(s).

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Photo No. SW 9	Photo No. SW 10
	
Location: Clubhouse: East Elevation, Near Playground, Sidewalk Remarks: Crack(s).	Location: Site: Northeast of Clubhouse, Sidewalk along Sandhill Crane Drive Remarks: Detectable warning not installed.
Photo No. SW 11	**Photo No. SW 12**
	
Location: Site: Near Pickleball Courts, Sidewalk Remarks: Inconsistent slope of sidewalk. District reported ponding water at select locations. **Slopes measured in units of percentage.*	Location: Site: Near Pickleball Courts, Sidewalk Remarks: Inconsistent slope of sidewalk. District reported ponding water at select locations. **Slopes measured in units of percentage.*

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Photo No. SW 13



Location: Site: Near Pickleball Courts, Sidewalk

Remarks: Inconsistent slope of sidewalk. District reported ponding water at select locations.
**Slopes measured in units of percentage.*

Photo No. SW 14



Location: Site: Near Pickleball Courts, Sidewalk

Remarks: Inconsistent slope of sidewalk. District reported ponding water at select locations.
**Slopes measured in units of percentage.*

Photo No. SW 15



Location: Site: Between Pickleball and Tennis Courts, Sidewalk

Remarks: Void(s) in sidewalk. Elevation difference greater than 1/4 inch. Tripping hazard evident.

Photo No. SW 16



Location: Site: Between Pickleball and Tennis Courts, Sidewalk

Remarks: Void(s) in sidewalk. Elevation difference greater than 1/4 inch. Tripping hazard evident.

Photo No. SW 17	Photo No. SW 18
	
Location: Site: Between Pickleball and Tennis Courts, Sidewalk	Location: Site: Between Pickleball and Tennis Courts, Sidewalk
Remarks: Void(s) in sidewalk. Elevation difference greater than 1/4 inch. Tripping hazard evident.	Remarks: Void(s) in sidewalk. Elevation difference greater than 1/4 inch. Tripping hazard evident.

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Additional Disciplines – Deficiency Summary

Deficiencies within this section consist of:

- Doors
- Firepit
- Fire Protection
- Gutters / Drainage
- Landscaping
- Plumbing
- Railings
- Sports Courts
- Stucco / Architect
- Stucco
- Trellis
- Curb & Gutter

Refer to the following List of Deficiencies ("LOD") matrix for observed defects, deviations, and /or code violations related to this discipline.

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Additional Disciplines

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
31	**Clubhouse: Aerobics Room, East Elevation, Near Door**	Signs of water intrusion evident.	Code Violation	Doors	2017 FBC - Building, Section 1405.2 Weather protection: "Exterior walls shall provide weather protection for the building."	AD1, AD2, AD3
32	**Clubhouse: Amenity Deck, Firepit, Handle**	Finish is failing. Corrosion is evident.	Defect	Firepit	Material type, coating and application should be applicable for current environment and use.	AD4, AD5
33	**Typical Throughout: Clubhouse, Exterior Fire Sprinklers** **(Typical Photo: Covered Walkway #1, North Elevation, Ceiling, Fire Sprinklers)** **Clubhouse: Mechanical Room (Mechanical Platform), Fire Sprinkler Pipes (Typical Throughout)**	Corrosion evident.	Code Violation / Deviation	Fire Protection	2013 Edition of NFPA 13, Section 6.2.6.1* Corrosion Resistant. 6.2.6.1.1 "Listed corrosion-resistant sprinklers shall be installed in locations where chemicals, moisture, or other corrosive vapors sufficient to cause corrosion of such devices exist." 2013 Edition of NFPA 13, Section 6.2.6.1.3 "Any damage to the protective coating occurring at the time of installation shall be repaired at once using only the coating of the manufacturer of the sprinkler in the approved manner so that no part of the sprinkler will be exposed after installation has been completed." Plans: Fire Protection, Sheet FP001, Fire Protecton Specifications, Section 2.00 Basic Materials And Methods, Note 2.1.	AD6, AD7, AD8
34	**Clubhouse: Mechanical Room (Mechanical Platform), Fire Sprinkler Pipe**	Pipes in contact with building material.	Code Violation	Fire Protection	2013 Edition of NFPA 13, Section 9.3.4.1 "Clearance shall be provided around all piping extending through walls, floors, platforms, and foundations, including drains, fire department connections, and other auxiliary piping."	AD9, AD10, AD11

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Additional Disciplines

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
35	**Clubhouse: South Elevation, Near Entrance, Gutter Downspout**	Ponding water evident.	Deviation / Defect	Gutters / Drainage	Further evaluation recommended. System is not performing as intended.	AD12, AD13
36	**Clubhouse: Amenity Deck, East Area Near Main Pool, Covered Area, Pavers (Multiple Locations) (Typical Photos)** **Clubhouse: Amenity Deck, Near Ping Pong Table, Pavers**	Elevation difference greater than 1/4 inch. Tripping hazard evident.	Code Violation	Landscaping / Pavers	2017 FBC - Accessibility, Section 303.2 Vertical: "Changes in level of 1/4 inch high maximum shall be permitted to be vertical."	AD14, AD15, AD16, AD17
37	**Clubhouse: Amenity Deck, Near Cabanas, Turf**	Uneven terrain. Inconsistent root barrier observed.	Defect	Landscaping	Standard set by contractor not met. Workmanship should be sound, secure, and complete.	AD19, AD20, AD21, AD22
38	**Clubhouse: Mechanical Room (Mechanical Platform), AHU-1, Condensate Drain Pipe (Typical Photo)** **Clubhouse: Mechanical Room (Mechanical Platform), AHU-2, Condensate Drain Pipe**	Uncapped pipe.	Deviation	Plumbing	Plans: Mechanical, Sheet , Detail 1, AHU Condensate Drain Trap	AD23, AD24

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Additional Disciplines

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
39	**Covered Walkway #1, North Elevation, Overflow Drain**	Overflow drains onto walkway.	Code Violation	Plumbing	2017 FBC - Plumbing - Section 1101.2 Disposal. Rainwater from roofs and storm water from paved areas, yards, courts and courtyards shall drain to an approved place of disposal. For one- and two-family dwellings, and where approved, storm water is permitted to discharge onto flat areas, such as streets or lawns, provided that the storm water flows away from the building.	AD25, AD26, AD27, AD28
40	**Clubhouse: Northwest Elevation, Near Event Hall, Railing** **Clubhouse: North Elevation, Near Club Room, Railing**	Finish is failing. Coating has sheeted off.	Defect	Railings	Material type, coating and application should be applicable for current environment and use.	AD29, AD30, AD31, AD32
41	**Clubhouse: Playground, Fence Post Caps**	Finish is failing. Corrosion is evident.	Defect	Railings	Material type, coating and application should be applicable for current environment and use.	AD33, AD34, AD35, AD36
42	**Clubhouse: North Elevation, Near Men's and Women's Locker Room, Stair, Railing Posts**	Railing post pocket is not fully filled and does not provide positive drainage.	Defect	Railings	Railing post pockets should be filled so as to promote positive drainage.	AD37, AD38, AD38, AD39

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EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Additional Disciplines

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
43	**Pickleball Courts: Court Surface (Multiple Locations) (Typical Photo: Pickleball Court 1, 5, and 6)** **Tennis Courts: Court Surface (Multiple Locations) (Typical Photo: Tennis Court 2)**	Crack(s). Previous repair attempts at select locations.	Defect	Sports Courts	American Sports Builders Association, Pickleball Courts Construction & Maintenance Manual 2020, Second Edition, Chapter 3, Crack Repair: "One way to delay or deter cracks in asphalt pavement is to install control joints where the asphalt may be its weakest." System is not performing as intended.	AD40, AD41, AD42, AD43, AD44, AD45
44	**Between Pickleball Courts 1 and 2 (Typical Photo), 2 and 3, 3 and 4 (Typical Photo): Near Court Light Posts, Court Surface**	Crack(s). Elevation difference in court surface.	Deviation / Defect	Sports Courts	American Sports Builders Association, Pickleball Courts Construction & Maintenance Manual 2020, Second Edition, Chapter 3, Site Grading, Slope and Drainage. American Sports Builders Association, Pickleball Courts Construction & Maintenance Manual 2020, Second Edition, Chapter 3, Illustration of How to Check Planarity, Evenness & Irregularities. American Sports Builders Association, Pickleball Courts Construction & Maintenance Manual 2020, Second Edition, Chapter 3, Surfacing Systems. System is not performing as intended.	AD46, AD47, AD48, AD49
45	**Typical Throughout: Clubhouse, Fenestrations (Typical Photo: Northwest Elevation Near Event Hall)**	Cementitious material in contact with aluminum.	Deviation	Stucco / Architect	2015 Aluminum Design Manual - Parts I & II - Sections M.6 Finishes & M.7 Contact with Dissimilar Materials.	AD50, AD51

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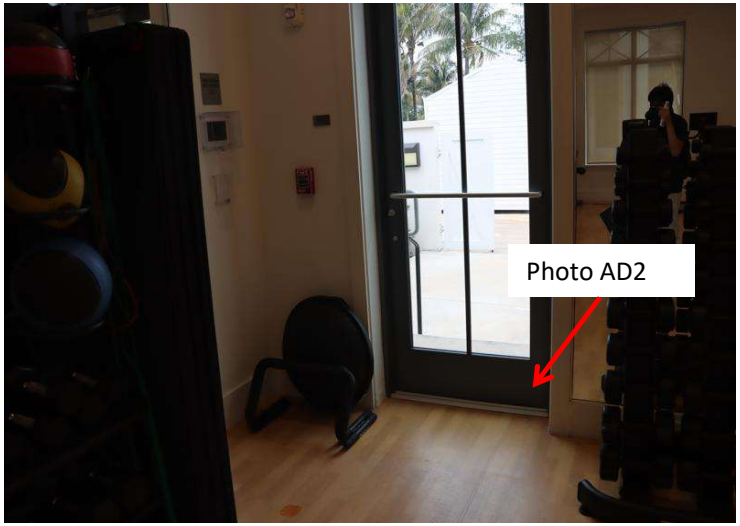
EPIC FORENSICS & ENGINEERING

Avenir Community Development District
List of Deficiencies Matrix ("LOD")
Additional Disciplines

Line #	Location Description	Observation	Code Violation, Defect, Deviation	Potential Attributable Scope of Work	Criterion and Notes	Typical Photo
46	**Clubhouse: East Elevation, Near Service Yard, Wall, Watertable** **Clubhouse: West Elevation, Near Event Hall, Wall, Watertable**	Staining evident. Crack(s) in select locations.	Defect	Stucco	System is not performing as intended.	AD52, AD53, AD54, AD55, AD56, AD57
47	**Site: Trellis with Double Swinging Bench, Fasteners**	Finish is failing. Corrosion is evident.	Deviation / Defect	Trellis	2015 Aluminum Design Manual - Parts I & II - Sections M.6 Finishes & M.7 Contact with Dissimilar Materials. Material type, coating and application should be applicable for current environment and use.	AD58, AD59, AD60
48	**Site: Between Tennis Courts 5 and 7, Covered Trellis, Post**	Finish is failing. Corrosion is evident.	Defect	Trellis	Material type, coating and application should be applicable for current environment and use.	AD61, AD62
49	**Clubhouse: Near Water Wall Feature, Trellis Base**	Top of trellis base unfinished. Veneer not installed.	Deviation	Trellis	Plans: Landscape and Hardscape, Sheet HP.9, Detail 2 Trellis Feature. Plans indicate for decorative veneer to be installed on top of base adjacent to post.	AD63, AD64, AD65, AD66, AD67
50	**Site: Parking Lot, Curb (Multiple Locations) (Typical Photo: Clubhouse South Elevation Near Bike Rack)** **Site: Parking Lot, Curb & Gutter (Multiple Locations)**	Crack(s).	Deviation	Curb & Gutter	FDOT Design Standards: Index 300, Sheet 2 of 2, Contraction Joint in Curb and Gutter, and General Note 1. FDOT Standard Specifications: Section 520-6 Joints.	AD68, AD69

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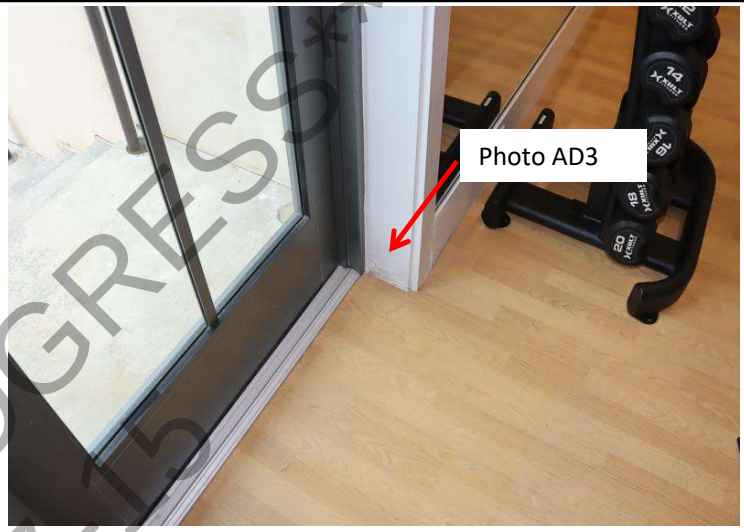
Photo No. AD 1



Location: Clubhouse: Aerobics Room, East Elevation, Near Door

Remarks: Signs of water intrusion evident.

Photo No. AD 2



Location: Clubhouse: Aerobics Room, East Elevation, Near Door

Remarks: Signs of water intrusion evident.

Photo No. AD 3



Location: Clubhouse: Aerobics Room, East Elevation, Near Door

Remarks: Signs of water intrusion evident.

Photo No. AD 4



Location: Clubhouse: Amenity Deck, Firepit, Handle

Remarks: Finish is failing. Corrosion is evident.

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Photo No. AD 5



Location: Clubhouse: Amenity Deck, Firepit, Handle

Remarks: Finish is failing. Corrosion is evident.

Photo No. AD 6



Location: Clubhouse: Covered Walkway #1, North Elevation, Ceiling, Fire Sprinklers

Remarks: Corrosion evident.

Photo No. AD 7



Location: Clubhouse: Covered Walkway #1, North Elevation, Ceiling, Fire Sprinklers

Remarks: Corrosion evident.

Photo No. AD 8

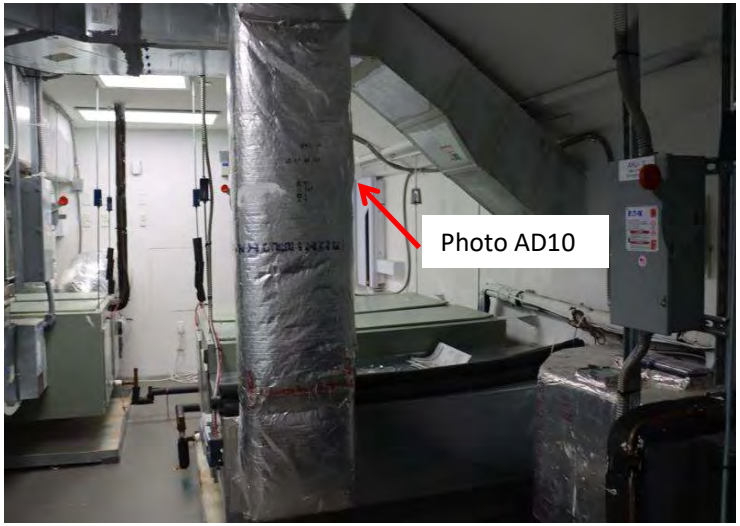


Location: Clubhouse: Covered Walkway #1, North Elevation, Ceiling, Fire Sprinklers

Remarks: Corrosion evident.

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Photo No. AD 9



Location: Clubhouse: Mechanical Room (Mechanical Platform), Fire Sprinkler Pipe

Remarks: Pipes in contact with building material.

Photo No. AD 10



Location: Clubhouse: Mechanical Room (Mechanical Platform), Fire Sprinkler Pipe

Remarks: Pipes in contact with building material.

Photo No. AD 11



Location: Clubhouse: Mechanical Room (Mechanical Platform), Fire Sprinkler Pipe

Remarks: Pipes in contact with building material.

Photo No. AD 12



Location: Clubhouse: South Elevation, Near Entrance, Gutter Downspout

Remarks: Ponding water evident.

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Photo No. AD 13



Location: Clubhouse: South Elevation, Near Entrance, Gutter Downspout

Remarks: Ponding water evident.

Photo No. AD 14



Location: Clubhouse: Amenity Deck, East Area Near Main Pool, Covered Area, Pavers

Remarks: Elevation difference greater than 1/4 inch. Tripping hazard evident.

Photo No. AD 15



Location: Clubhouse: Amenity Deck, East Area Near Main Pool, Covered Area, Pavers

Remarks: Elevation difference greater than 1/4 inch. Tripping hazard evident.

Photo No. AD 16



Location: Clubhouse: Amenity Deck, East Area Near Main Pool, Covered Area, Pavers

Remarks: Elevation difference greater than 1/4 inch. Tripping hazard evident.

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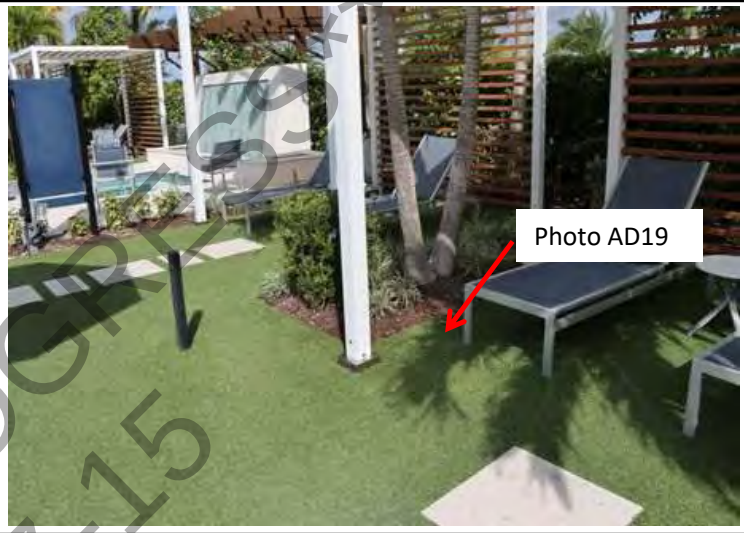
Photo No. AD 17



Location: Clubhouse: Amenity Deck, East Area Near Main Pool, Covered Area, Pavers

Remarks: Elevation difference greater than 1/4 inch. Tripping hazard evident.

Photo No. AD 18



Location: Clubhouse: Amenity Deck, Near Cabanas, Turf

Remarks: Uneven terrain. Inconsistent root barrier observed.

Photo No. AD 19



Location: Clubhouse: Amenity Deck, Near Cabanas, Turf

Remarks: Uneven terrain. Inconsistent root barrier observed.

Photo No. AD 20



Location: Clubhouse: Amenity Deck, Near Cabanas, Turf

Remarks: Uneven terrain. Inconsistent root barrier observed.

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Photo No. AD 21



Location: Clubhouse: Amenity Deck, Near Cabanas, Turf

Remarks: Uneven terrain. Inconsistent root barrier observed.

Photo No. AD 22



Location: Clubhouse: Mechanical Room (Mechanical Platform), AHU-1, Condensate Drain Pipe

Remarks: Uncapped pipe.

Photo No. AD 23



Location: Clubhouse: Mechanical Room (Mechanical Platform), AHU-1, Condensate Drain Pipe

Remarks: Uncapped pipe.

Photo No. AD 24



Location: Covered Walkway #1, North Elevation, Overflow Drain

Remarks: Overflow drains onto walkway.

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Photo No. AD 25



Location: Covered Walkway #1, North Elevation, Overflow Drain

Remarks: Overflow drains onto walkway.

Photo No. AD 26



Location: Covered Walkway #1, North Elevation, Overflow Drain

Remarks: Overflow drains onto walkway.

Photo No. AD 27



Location: Covered Walkway #1, North Elevation, Overflow Drain

Remarks: Overflow drains onto walkway.

Photo No. AD 28

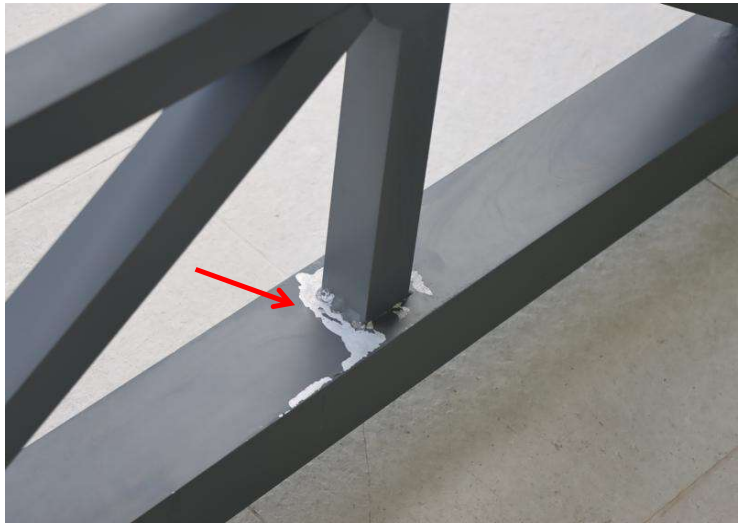


Location: Clubhouse: Northwest Elevation, Near Event Hall, Railing

Remarks: Finish is failing. Coating has sheeted off.

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Photo No. AD 29



Location: Clubhouse: Northwest Elevation, Near Event Hall, Railing

Remarks: Finish is failing. Coating has sheeted off.

Photo No. AD 30



Location: Clubhouse: North Elevation, Near Club Room, Railing

Remarks: Finish is failing. Coating has sheeted off.

Photo No. AD 31



Location: Clubhouse: North Elevation, Near Club Room, Railing

Remarks: Finish is failing. Coating has sheeted off.

Photo No. AD 32



Location: Clubhouse: Playground, Fence Post Caps

Remarks: Finish is failing. Corrosion is evident.

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Photo No. AD 33



Location: Clubhouse: Playground, Fence Post Caps

Remarks: Finish is failing. Corrosion is evident.

Photo No. AD 34



Location: Clubhouse: Playground, Fence Post Caps

Remarks: Finish is failing. Corrosion is evident.

Photo No. AD 35



Location: Clubhouse: Playground, Fence Post Caps

Remarks: Finish is failing. Corrosion is evident.

Photo No. AD 36



Location: Clubhouse: North Elevation, Near Men's Locker Room, Stair, Railing Posts

Remarks: Railing post pocket is not fully filled and does not provide positive drainage.

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Photo No. AD 37



Location: Clubhouse: North Elevation, Near Men's Locker Room, Stair, Railing Posts

Remarks: Railing post pocket is not fully filled and does not provide positive drainage.

Photo No. AD 38



Location: Clubhouse: North Elevation, Near Women's Locker Room, Stair, Railing Posts

Remarks: Railing post pocket is not fully filled and does not provide positive drainage.

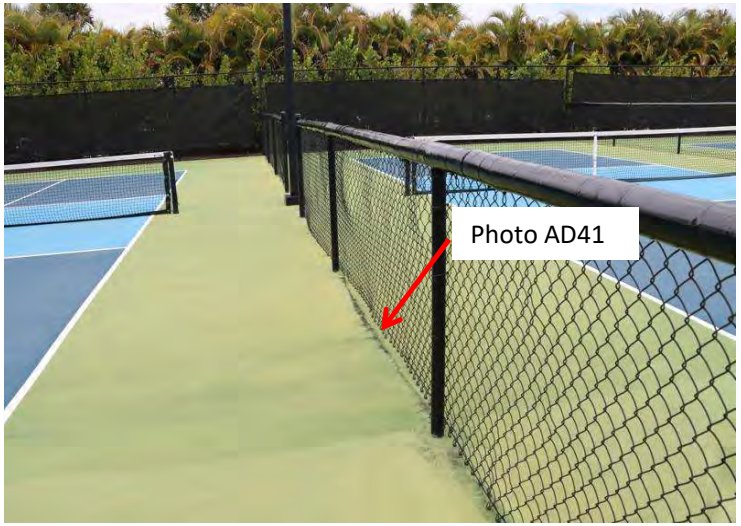
Photo No. AD 39



Location: Clubhouse: North Elevation, Near Women's Locker Room, Stair, Railing Posts

Remarks: Railing post pocket is not fully filled and does not provide positive drainage.

Photo No. AD 40

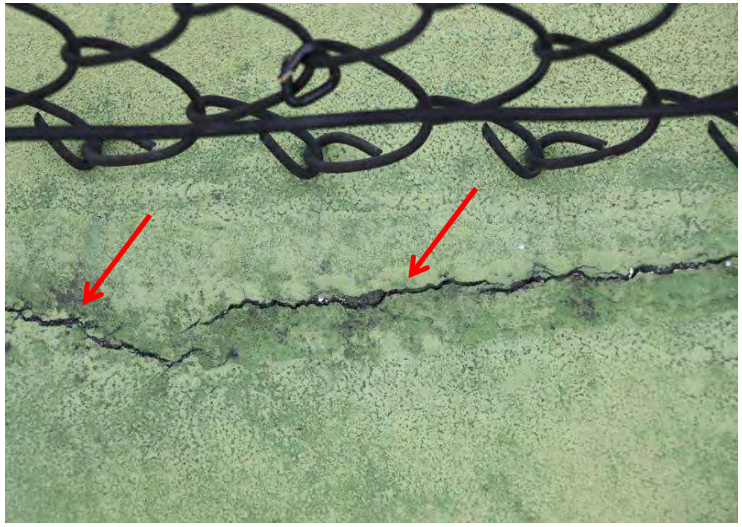


Location: Pickleball Court 1: Court Surface

Remarks: Crack(s). Previous repair attempts at select locations.

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Photo No. AD 41



Location: Pickleball Court 1: Court Surface

Remarks: Crack(s). Previous repair attempts at select locations.

Photo No. AD 42



Location: Pickleball Court 5: Court Surface

Remarks: Crack(s). Previous repair attempts at select locations.

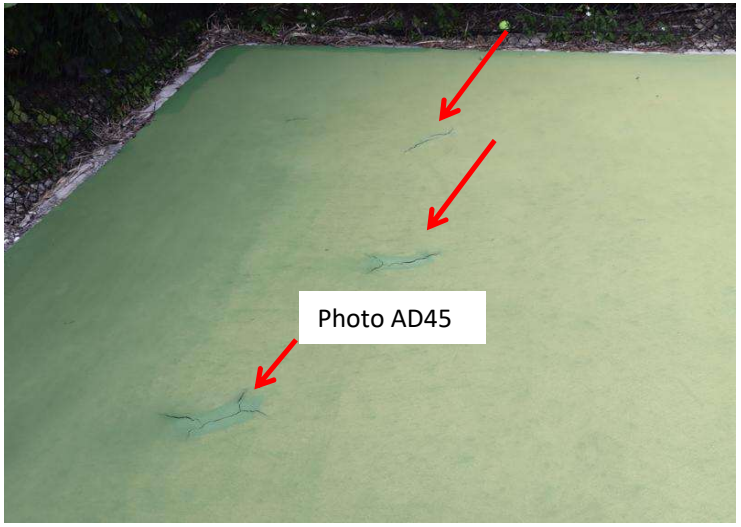
Photo No. AD 43



Location: Pickleball Court 6: Court Surface

Remarks: Crack(s). Previous repair attempts at select locations.

Photo No. AD 44

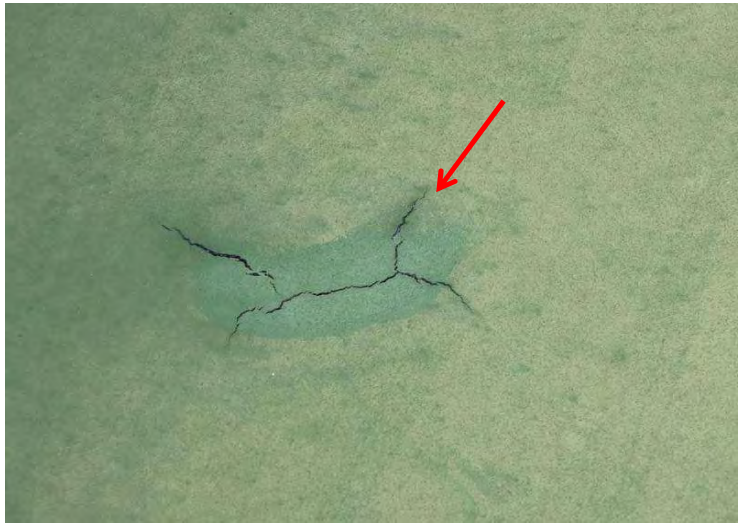


Location: Tennis Court 2: Court Surface

Remarks: Crack(s). Previous repair attempts at select locations.

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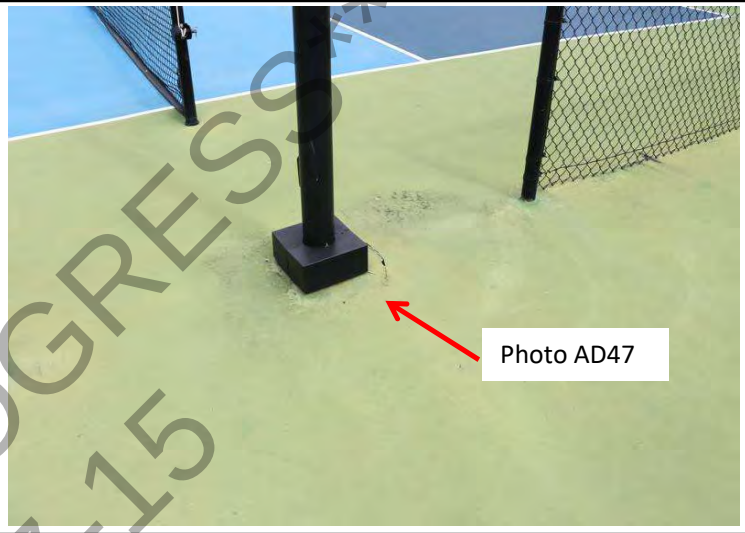
Photo No. AD 45



Location: Tennis Court 2: Court Surface

Remarks: Crack(s). Previous repair attempts at select locations.

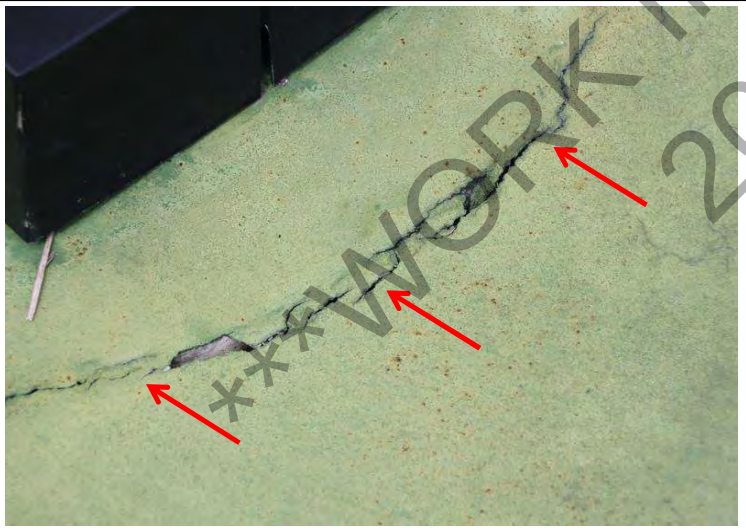
Photo No. AD 46



Location: Between Pickleball Courts 1 and 2: Near Court Light Posts, Court Surface

Remarks: Crack(s). Elevation difference in court surface.

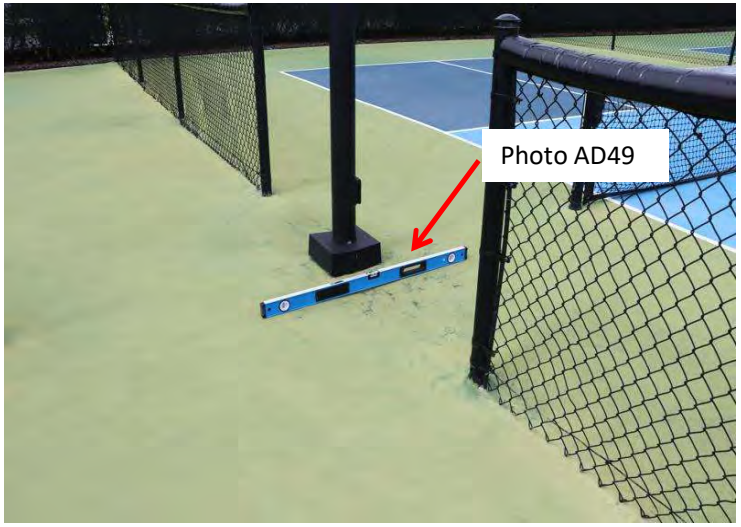
Photo No. AD 47



Location: Between Pickleball Courts 1 and 2: Near Court Light Posts, Court Surface

Remarks: Crack(s). Elevation difference in court surface.

Photo No. AD 48

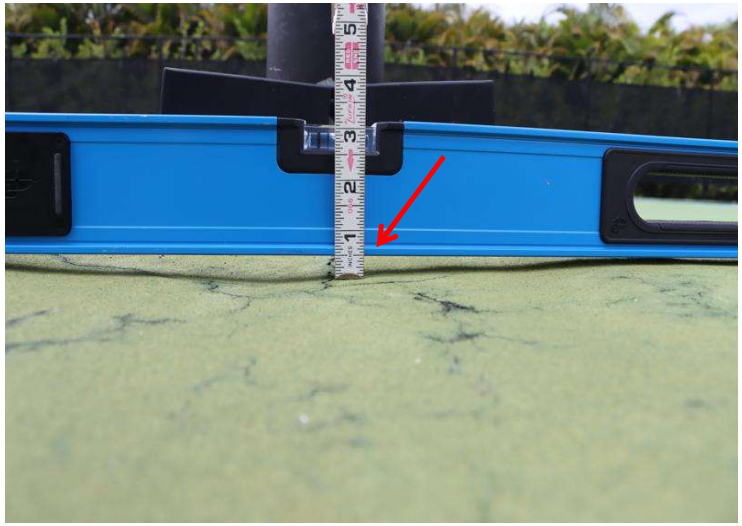


Location: Between Pickleball Courts 3 and 4: Near Court Light Posts, Court Surface

Remarks: Crack(s). Elevation difference in court surface.

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Photo No. AD 49



Location: Between Pickleball Courts 3 and 4: Near Court Light Posts, Court Surface

Remarks: Crack(s). Elevation difference in court surface.

Photo No. AD 50



Location: Clubhouse: Northwest Elevation Near Event Hall, Fenestrations

Remarks: Cementitious material in contact with aluminum.

Photo No. AD 51



Location: Clubhouse: Northwest Elevation Near Event Hall, Fenestrations

Remarks: Cementitious material in contact with aluminum.

Photo No. AD 52



Location: Clubhouse: East Elevation, Near Service Yard, Wall, Watertable

Remarks: Staining evident. Crack(s) in select locations.

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2026 07 15

Photo No. AD 53



Location: Clubhouse: East Elevation, Near Service Yard, Wall, Watertable

Remarks: Staining evident. Crack(s) in select locations.

Photo No. AD 54



Location: Clubhouse: East Elevation, Near Service Yard, Wall, Watertable

Remarks: Staining evident. Crack(s) in select locations.

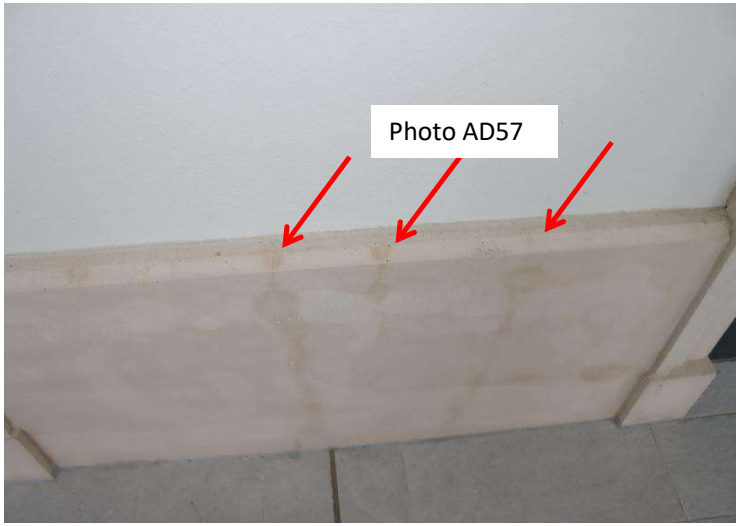
Photo No. AD 55



Location: Clubhouse: West Elevation, Near Event Hall, Wall, Watertable

Remarks: Staining evident. Crack(s) in select locations.

Photo No. AD 56



Location: Clubhouse: West Elevation, Near Event Hall, Wall, Watertable

Remarks: Staining evident. Crack(s) in select locations.

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Photo No. AD 57



Location: Clubhouse: West Elevation, Near Event Hall, Wall, Watertable

Remarks: Staining evident. Crack(s) in select locations.

Photo No. AD 58



Location: Site: Trellis with Double Swinging Bench, Fasteners

Remarks: Finish is failing. Corrosion is evident.

Photo No. AD 59



Location: Site: Trellis with Double Swinging Bench, Fasteners

Remarks: Finish is failing. Corrosion is evident.

Photo No. AD 60



Location: Site: Trellis with Double Swinging Bench, Fasteners

Remarks: Finish is failing. Corrosion is evident.

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Photo No. AD 61



Location: Site: Between Tennis Courts 5 and 7, Covered Trellis, Post

Remarks: Finish is failing. Corrosion is evident.

Photo No. AD 62



Location: Site: Between Tennis Courts 5 and 7, Covered Trellis, Post

Remarks: Finish is failing. Corrosion is evident.

Photo No. AD 63



Location: Clubhouse: Near Water Wall Feature, Trellis Base

Remarks: Top of trellis base unfinished. Veneer not installed.

Photo No. AD 64

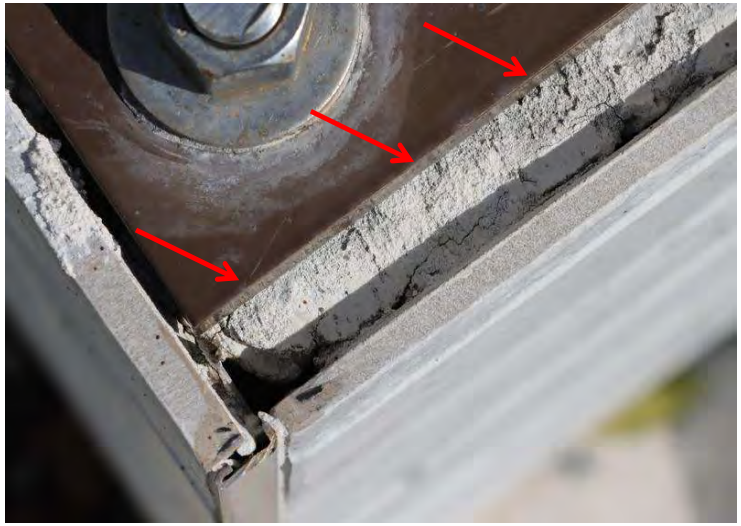


Location: Clubhouse: Near Water Wall Feature, Trellis Base

Remarks: Top of trellis base unfinished. Veneer not installed.

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Photo No. AD 65



Location: Clubhouse: Near Water Wall Feature, Trellis Base

Remarks: Top of trellis base unfinished. Veneer not installed.

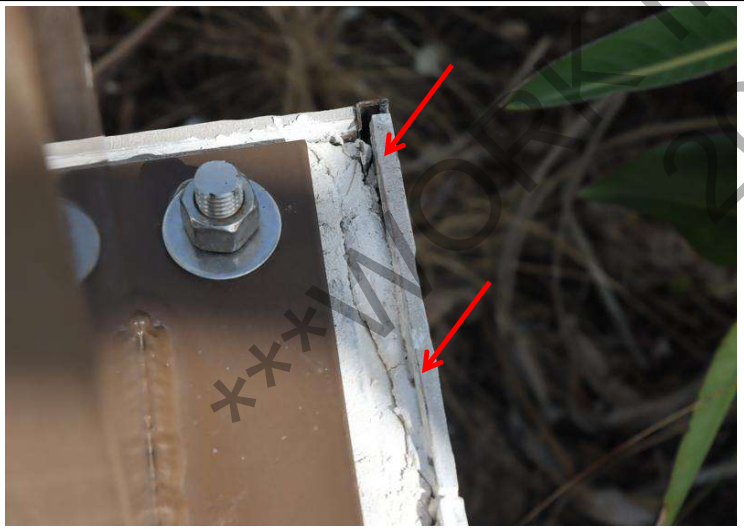
Photo No. AD 66



Location: Clubhouse: Near Water Wall Feature, Trellis Base

Remarks: Top of trellis base unfinished. Veneer not installed.

Photo No. AD 67



Location: Clubhouse: Near Water Wall Feature, Trellis Base

Remarks: Top of trellis base unfinished. Veneer not installed.

Photo No. AD 68



Location: Site: Parking Lot, Near Clubhouse South Elevation, Near Bike Rack, Curb

Remarks: Crack(s).

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Photo No. AD 69



Location: Site: Parking Lot, Near Clubhouse South Elevation, Near Bike Rack, Curb

Remarks: Crack(s).

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Limiting Conditions

The PCA performed by Epic cannot wholly eliminate the uncertainty regarding the presence of physical deficiencies and the performance of a subject property's building systems. The PCA is intended to reduce, but not eliminate, the uncertainty regarding the potential for component or system failure.

This PCA Report was prepared recognizing the inherent subjective nature of Epic's opinions as to such issues as workmanship, quality of original installation, and estimate of the remaining useful life of any given component or system. It should be understood that Epic's suggested remedy may be determined under time constraints, formed without the aid of engineering calculations, testing, exploratory probing, the removal of materials, or design. Furthermore, there may be other alternate or more appropriate schemes or methods to remedy the physical deficiency. Epic's opinions are generally formed without the benefit of detailed knowledge from other individuals that may be more familiar with the actual design, construction and/or performance of the specific components or systems.

The opinions that Epic expresses in this report were formed utilizing the degree of skill and care ordinarily exercised by any prudent engineering professional in the same community under similar circumstances. Epic assumes no responsibility or liability for the accuracy of information contained in this report which has been obtained from the Association or the Association's representatives, from other interested parties, or from the public domain. The conclusions presented represent Epic's professional judgment based on information obtained during the course of this assignment. Epic's analyses and opinions are not representations regarding the design integrity, structural soundness, or actual value of the Property. Factual information regarding operations, conditions and test data provided by the Association, or their representatives, has been assumed to be correct and complete. The conclusions presented are based on the data provided, observations made, and conditions that existed specifically on the dates of the assessment.

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Should you have any questions, please contact Epic at (561) 581-8800.

Respectfully submitted,
EPIC FORENSICS & ENGINEERING, INC.
Registry 30519

WORK IN PROGRESS 2026-07-15

For Lines 29-30, 33-35, and 38-48 in “Additional Disciplines”, Lines 7 – 9 in “Pool, Spa, and Water Features”, “Pavement”, “Flooring”, “Pavers”, and “Sidewalks” sections:

(see **NOTE* below)

Jillian Churik, P.E.
Florida PE 95818

For Lines 31-32, and 36-37 in “Additional Disciplines”, Lines 10 – 11 in “Pool, Spa, and Water Features”, “Mechanical”, and “Electrical” sections:

(see **NOTE* below)

Thomas Gritter, P.E.
Florida PE 76106

***NOTE:** This item has been digitally signed and sealed by the indicated engineer on the date adjacent to their seal. Printed copies of this document are not considered signed and sealed, and the signatures must be verified on any electronic copies.*

WORK IN PROGRESS
2026-07-15

Avenir Community Development District - Request for Proposals Restaurant Services

7/25/2026

Avenir Community Development District (CDD) is soliciting proposals to operate a casual restaurant and outside bar at the CDD's Blue Heron Clubhouse in Palm Beach Gardens, Florida. The objective of this Request for Proposal (RFP) is to enter a multiyear ***(3-5 years)*** lease agreement with the Avenir Community Development District (lessor) to provide full-service bar and restaurant operations at the Blue Heron Clubhouse. Optional catering and event opportunities are also available to those who are interested.

Introduction

Avenir is a highly sought-after, premiere, resort-style, gated community. It is located eight miles west of the intersection of Northlake and Interstate 95. This area sees growing traffic from the buildout of Avenir and other newer communities being developed.

The community of Avenir will eventually feature over 4,500 homes, including 1,100 homes tied to the Blue Heron Clubhouse. The community covers more than 4,700 acres and is approximately 20 minutes west from significant amount of restaurants, leaving a growing need for a restaurant within the Clubhouse.

Avenir amenities include the four Clubhouses (two with existing restaurants), a new Town Center (with some restaurants coming), and nearby public golf course.

The main Clubhouse Grand Ballroom can host events and weddings with a capacity of up to approximately 400 attendees.

The Avenir Blue Heron Clubhouse will be home to the community's restaurant at Avenir Drive, PBG FL. The restaurant would be an integral part of the community and would draw traffic from the adjacent communities with a population of 2,000. Two new communities are under construction in the area, which will add significant new homes by 2030.

The Clubhouse restaurant initially would be open only to the Blue Heron residents but could be expanded to the public for catering, takeout, and events at the Ballroom. The Clubhouse provides indoor and covered outdoor dining, with a full-service bar and a maximum seating capacity of XXX. The restaurant will provide service to the outdoor pool, as well as adjoining activity rooms. Along with attracting normal walking traffic, the Clubhouse has both automobile and golf cart parking in an adjacent lot.

Common Area Maintenance (CAM)

There are common areas that are shared with the CDD. The CDD will be responsible for paying for

CAM to include utilities (electricity, water, and gas) which are part of the services for the entire Clubhouse facility. Avenir Blue Heron CDD will provide routine cleaning of the main lobby and ballroom areas (other than for catered events), as well as the outside of the building, including sidewalks and parking lots. The CDD also maintains restroom space, which is shared within the clubhouse facility. The operator of the restaurant will be responsible for cleaning the kitchen and kitchen and chairs.

Restaurant Equipment

Avenir CDD will provide some indoor and outdoor serving areas, furniture and fixtures to seat XXX. The kitchen is equipped with commercial equipment, including a walk-in cooler/freezer. The restaurant operator must provide dishes, serving ware, and glassware. A complete inventory is available upon request.

Alcohol Sales and Service

Avenir CDD requires the sale and service of alcoholic beverages in support of the restaurant operation. The successful operator/lessee may have exclusive rights to alcohol sales and service for catered events unless otherwise negotiated. Serving alcoholic beverages in all clubhouse locations will be subject to the lessee obtaining appropriate permits and insurance.

Restaurant Operations

- A full-service restaurant, offering breakfast and lunch up to five days a week, dinner at least once a week, including, but not limited to, special themed nights and other bar-style activities is desirable. Brunches for special occasions are desirable.
- Operating hours of 7 a.m. through 3 p.m. are desirable for breakfast and lunch, dinner from 5 pm to 8 pm, however, activities and special events could drive extended hours.
- Curbside service and community delivery options are desirable.
- The restaurant operator will have the opportunity to submit a catering proposal for events held throughout the Clubhouse. Any proposed catering may only be done with no impact on restaurant service and operations. The restaurant operator may have exclusive rights for alcohol sales and service at catering events.
- Restaurant operator will comply with all federal, state, and local operating regulations.

Marketing Opportunities

- The successful operator/leasee will participate in actively promoting their restaurant to Avenir residents and the surrounding communities. Advertising utilizing social media, local publications, trade publications, and Avenir marketing communications is critical to promoting a successful restaurant.
- The restaurant indoor and outdoor dining areas can accommodate various forms of entertainment and special events.

- Since this is the first restaurant in this newer Clubhouse, we are open to discussion on the best business model.

Additional Considerations

There are two indoor rooms: one large ballroom and one smaller room that needs to be thought out in how much space will be allocated. Outdoor patio and pool deck dining are required, weather permitting. The outside deck area can accommodate outdoor entertainment and special events subject to reasonable limitations. The two outdoor covered Verandas and support patio can support dining but may need supplemental serving furniture. The Avenir CDD has capital allocated to provide additional furniture and to build out a permanent bar for the covered Veranda.

RFP RESPONSE ELEMENTS:

The response for the RFP should include the following information:

- Present a detailed list showing professional food and beverage service experience, accomplishments and education primarily for principals and managers
- Specific challenges that may be encountered in running a restaurant in a community with seasonal residents and a new town center
- Provide lunch and dinner menu ideas and price points for a wide range of residents
- Ideas for after-hours activities and events
- Name, address, and phone number of three individual references with direct knowledge of the respondent's involvement in restaurant management and operation
- Restaurant operators must provide a capital budget and proof of sufficient funds that demonstrate their ability to cover the initial startup costs for the restaurant operation
- Estimated lead time for opening the new restaurant
- Present ideas for marketing to surrounding communities and areas

  Please note: Evaluation criteria will be based on the responses to the RFP Elements listed above.

  Additional Information

  - Avenir CDD has the right to reject any and all proposals, and/or to request additional information from respondents.
  - While a lease agreement will be negotiated with the selected respondent, the agreement and its terms are subject to approval by CDD's attorney, which may include certain provisions required due to the financing tax issues specific to the CDD.
  - Once notified, successful respondents plan to attend an Avenir CDD Board meeting.

Meeting and Tour of the Facilities
All respondents are encouraged to tour the Clubhouse restaurant and facilities with an appointment made in advance by calling or e-mailing Jason Pierman JPierman@sdsinc.org at 561.630.4922 or. All tours must be scheduled prior to the question deadline, noted below.

Proposal Submission Process
Complete proposals may be hand-delivered, sent via electronic mail to JPierman@sdsinc.org, or mailed and must be received no later than 3:00 pm on November 10, 2022

Address Proposals to:
Jason Pierman, SDS Services Avenir CDD
2501A Burns Road
Palm Beach Gardens, FL 33410

Question Deadline
All questions and inquiries regarding the RFP should be submitted via electronic mail to Jason Pierman and received no later than 5 p.m. on xxxxxx xxx, 2026. All questions and answers will be provided to all respondents who receive an RFP package by xxxx xxx, 2026. The questions and answers, when posted, become part of the RFP. Respondents are responsible for keeping informed of questions and answers.
All dates and schedules are subject to change. Avenir CDD reserves the right to reject all proposals, to waive irregularities and to award that proposal which is deemed to be in the best interest of the Avenir CDD. Additionally, the Avenir CDD also reserves the right to extend all timelines and timeframes but not to exceed forty-five (45) days.

Quote

07/21/2026

Project:
Casey's Cafe CV

From:
Cheney Brothers
STEPHEN SCHIFF
CHENEY BROTHERS 1101
NORTHPOINTE PARKWAY SUITE B
WEST PALM BEACH, FL 33407
561-845-4700

Job Reference Number: 53969

THIS QUOTATION IS BASED ON OUR UNDERSTANDING OF THE INFORMATION FURNISHED TO US. WE ARE NOT RESPONSIBLE FOR THIS QUOTATION MEETING YOUR REQUIREMENTS IF BASED ON INCORRECT OR INCOMPLETE INFORMATION. PLEASE CHECK THIS QUOTATION CAREFULLY. ANYTHING NOT LISTED WILL NOT BE FURNISHED.
IT IS THE CUSTOMER'S RESPONSIBILITY TO REVIEW THIS QUOTATION FOR ACCURACY AND VERIFY THAT ALL ITEMS ARE INCLUDED. SIGN THE LAST PAGE AND NOTATE THE TYPE OF GAS AVAILABLE ON SITE IF ORDERING GAS EQUIPMENT. ALL PRICING WILL BE HELD UP TO 30 DAYS FROM DATE ON QUOTATION.

THANK YOU FOR THE OPPORTUNITY!

****ALL QUOTES MUST BE SIGNED AND ATTACHED TO THE BACK OF A SHAREPOINT ORDER WITH THE ITEMS BEING ORDERED WRITTEN ON THE SHAREPOINT ORDER. NO ORDERS WILL BE PROCESSED WITHOUT A SIGNED QUOTE***

Please note:
Even with a signed contract/quote pricing may be subject to change due to current extenuating circumstances-IE: GOVERNMENTAL TARRIFFS in manufacturers production processes and supply sources. We are unable to guarantee any lead times due to manufacturing delays

DUE TO CONSTANTLY INCREASING MATERIAL COSTS AND MANUFACTURER PRICE INCREASES, PRICING ON THIS QUOTE NEEDS TO BE VERIFIED BEFORE PLACING FINAL ORDER

Item	Qty	Description	Sell	Sell Total
1	1 ea	**CHARBROILER, GAS, OUTDOOR GRILL** Crown Verity Model No. CV-MCB-72RGP Mobile Outdoor Charbroiler, LP or NG gas, 70"x21" grill area, 10 burners, with roll dome and Pro Griddle Package, 304 stainless steel construction, stainless steel grill, radiants, lighter tube	$6,228.55	$6,228.55

Item	Qty	Description	Sell	Sell Total
		(pilot), water pan, includes hose & regulator, undershelf, legs, (2) 14" wheels & (2) total lock casters, 15,000 BTU per burner NSF, SA, ETL		
	1 ea	LP gas (add -LP to model number)		
	1 ea	CV-BC-72-V Vinyl BBQ cover, for all 72" grill models with roll dome option (excludes built-in units)		
	2 ea	CV-CYL-20 Propane Tank, 20 lb., for standard MCBs, patio heaters & steamer/griddles, TG-3 and PZ models		
2	1 ea	**FREIGHT** freight *ESTIMATED FREIGHT*	$425.00	$425.00
		Total		$6,653.55

PLEASE NOTE:

1. FREIGHT CHARGES ADDITIONAL UNLESS NOTED
2. PRICE DOES NOT INCLUDE INSTALLATION OF EQUIPMENT UNLESS NOTED
3. PRICING DOES NOT INCLUDE TAX UNLESS NOTED
4. ALL ELECTRICAL, PLUMBING, PERMITS (UNLESS NOTED), AND BUILDING PENETRATIONS ARE BY OTHERS
5. AT THIS TIME, QUOTED PRICING CAN ONLY BE HELD FOR 30 DAYS
6. WE ARE NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS
7. AT TIME OF ORDERING, PLEASE CONFIRM UTILITIES AND DIMENSIONS
8. ITEMS LISTED AS "ALTERNATE" OR "OPTIONAL" ARE NOT INCLUDED IN THE TOTAL PRICE
9. SHOP DRAWINGS ON CUSTOM ITEMS WILL BE SUPPLIED ONLY AFTER RECEIPT OF APPROVED PURCHASE ORDER AND DEPOSIT. ONCE SHOP DRAWINGS HAVE BEEN SIGNED, CUSTOM EQUIPMENT CANNOT BE CANCELLED.
10. PLEASE VERIFY SPECIFICATIONS; ITEMS ORDERED ARE BASED ON WRITTEN QUOTATIONS, NOT VERBAL
11. ALL RIGHTS AND INTEREST RESERVED UNTIL PAID IN FULL

ORDER WILL NOT BE PLACED WITHOUT INITIALS VERIFYING UTILITIES

*INITIAL GAS TYPE IF APPLICABLE: PROPANE_____ NATURAL_____

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $6,653.55

Initial: _____