AVENIR
COMMUNITY DEVELOPMENT DISTRICT

CITY OF PALM BEACH GARDENS

REGULAR BOARD MEETING
OCTOBER 29, 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.

2505 Burns Road

Palm Beach Gardens, FL 33410

REGULAR BOARD MEETING

October 29, 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**)
    a. Lightning Rod Protection
    b. (2) Additional Fountains Avondale

E. Approval of Minutes

1. September 24, 2026, Regular Board Meeting Minutes

F. Old Business

1. Fountain Maintenance Vendor – Apex Fountains Conveyed to the CDD
2. Revocation of Flock Cameras

G. New Business

1. Consider Approval of Flax Bed Fill Ins on Avenir Drive & Coconut Blvd (Arazoza) ($36,230.00)
2. Consider Approval of Community Garden and Dog Park Completion Agreement
3. Consider Approval of Resolution 2026-11 Authorizing Development Easements & Permits
4. Consider Approval of Regency Fence Request
5. Consider Approval of Northlake Parcel – Utility Easements
6. Consider Approval of (2) Northern Conservation Area Easements

H. Change Orders

1. Consider Approval of CO NO 1 Coconut Boulevard Directional Bores (SPF) ($63,000.00)
2. Consider Approval of CO NO 5 Pod 21 Phase Two Access & Water Management (Centerline) ($1,052,035.00)
3. Consider Approval of CO NO 24 Phase Two Earthwork Contract (H&J) ($267,919.00)

I. Consent Agenda

1. Consider Ratification of Pump Station Chain Link Fence Repair (Jorge Garcia Aluminum & Fence LLC) ($1,200.00)
2. Consider Ratification of Irrigation to Exterior Wall of Windgate on Coconut Boulevard (Arazoza) ($1,850.00)
3. Consider Ratification of Vehicle Damage Replacements on Avenir Drive East of Panther Roundabout (Arazoza) ($900.00)
4. Consider Ratification of 1 inch Weeping Valve Replacement at Northlake Entrance (Arazoza) ($700.00)
5. Consider Ratification of Bush Hog all Locations CDD October 2026 (Arazoza) ($3,825.00)

6. Consider Ratification of Avenir CDD Pod 11 Entry Feature Trusses (CCA) ($963.00)
7. Consider Ratification of Consider Ratification of Pod 21 Playground & Common Area Fencing (Southern Hoss) ($33,262.00)
8. Consider Ratification of Consider Ratification of Pod 11 Retaining Walls (Permacast) ($93,757.00)
9. Consider Ratification of Pod 21 Raised Planters & Benches Stucco (Progressive Plastering) ($4,884.00)
10. Consider Ratification of CA10 Pod 11 Revision to Site No. 2 Landscape Plans - Administrative Amendment
11. Consider Ratification of Coconut Boulevard FPL SC & Alignment Easement Dedication

J. 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 Landscape Revamp Clubhouse Beds Next to Sidewalks (Arazoza) ($17,358.00)
5. Consider Approval of (2) Vesta Third Amendment to Amenity Services Agreements
6. Consider Approval of Email Platform Vendor
7. Consider Approval "Meet Meg Weinberger & Mr. Quackers" Event November 1, 2026
8. Discussion Regarding Restaurant Survey Responses
9. Consider Approval of Clubhouse Restaurant Proposal - (3) Received
10. Discussion Regarding Dance/Lift Class
11. Discussion regarding MELE Fitness
12. Update Regarding EPIC Forensics and Engineering Report

K. Administrative Matters

1. Street Sweeping
2. Meet the Candidates Night Update
3. Special District Services, Inc. Update
4. Board to Complete Required 4 Hours of Ethics Training by December 31, 2026
5. Next Meeting Scheduled for November 19, 2026

L. Board Member Comments

M. Adjourn

Publication Date
2026-10-16

Subcategory
Miscellaneous Notices

AVENIR COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
MEETING SCHEDULE

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 Districts 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
10/16; 12708188

AVENIR COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
SEPTEMBER 24, 2026

A. CALL TO ORDER

The September 24, 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 and Mitch Kay 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; and Clubhouse Reps Perry Baldwin, Patrice Chiaramonte and Sherry Ward.

Also present were the following District residents: Susan DeMaio, Bill Selin, Rich Leonard, Jay Vgntacci, Colleen Bergner and David Khani (via phone).

Also present were:

FCI Residential: Eric Echevarria
Police Department: Paul Rogers and Randall Anderson
Restaurant Operator: Ryan Witkowski

D. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Bowden noted that her understanding, based on information she had received, was that the meeting was being transcribed through the call-in number by Florida Crystals Avenir LLC.

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

There were no comments from the public for items not on the agenda.

E. APPROVAL OF MINUTES

1. September 3, 2026, Regular Board Meeting

The minutes of the September 3, 2026, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the minutes of the September 3, 2026, Regular Board Meeting, as presented.

F. OLD BUSINESS

1. Update Regarding Revocation of Flock Cameras

Ms. Bowden reported that staff had coordinated with the Palm Beach Gardens' Police Department regarding the removal of the license plate reader (Flock Cameras) system. She noted that all necessary work orders had been submitted and were currently pending scheduling. Ms. Bowden further advised that representatives from the Palm Beach Gardens' Police Department were present at the meeting to provide additional information and participate in further discussion regarding the matter.

2. Update on Landscape Cutbacks for Visibility

Ms. Bowden reported that all landscape trimming identified in the sight line report had been completed and that landscape visibility currently meets the applicable standards. She further noted that replacement plant material was actively being evaluated and that proposals for the necessary replacements would be forthcoming.

3. Clubhouse Coffee Machine

Ms. Bowden reported that the card reader for the Blue Heron Clubhouse coffee machine had been installed and that the machine was now operating as a pay-per-use service. Mr. Pierman apologized for the lack of advance notice to Avenir residents and explained that the coffee machine had been out of service and required immediate maintenance. During the service visit, the vendor installed the card reader earlier than anticipated, which did not allow staff sufficient time to provide advance notification to patrons as originally intended.

G. NEW BUSINESS

1. City of Palm Beach Gardens' Police Department Presentation

Assistant Chief Randall Anderson of the City of Palm Beach Gardens' Police Department introduced Major Paul Rogers, who provided an informational presentation regarding the City's Automated License Plate Reader (ALPR) program and the cameras located within Avenir. The presentation outlined the purpose and operation of the technology, which is utilized to assist law enforcement in locating stolen vehicles, identifying wanted persons, recovering missing individuals, supporting criminal investigations, and enhancing public safety. The presentation further explained that the ALPR system captures vehicle license plate information only and does not utilize facial recognition technology, photograph drivers, collect cellphone information, share data with federal agencies, or sell information to third parties. The Department reviewed its policies governing the use of the system, noting that access was limited to authorized and trained personnel for official law enforcement purposes only, that all alerts serve solely as investigative leads requiring independent verification before enforcement action is taken, and that

data is retained for 30 days before being automatically deleted. The Department also discussed its audit procedures, oversight measures, and commitment to transparency, accountability, and data security.

During the presentation, representatives of the Police Department reported that the ALPR program had supported numerous successful investigations and apprehensions. They provided examples of recent incidents within Avenir where ALPR alerts assisted law enforcement in identifying and locating suspects involved in construction site burglaries. In one such case, officers were able to recover stolen equipment and apprehended the individuals responsible after receiving information generated through the camera system located within the Avenir CDD.

Following discussion, a **motion** was made by Ms. Schechter, seconded by Mr. Lopez to reinstate the agreement for the Flock camera system and authorizing staff to include the additional cameras that had been added to the network under the agreement.

2. Consider Avenir Development Land Conveyance to Avenir CDD 2026

Mr. Pawelczyk presented the proposed conveyance of approximately 395 acres from Avenir Development to the Avenir Community Development District. He explained that the parcels were required to be conveyed pursuant to engineer reports and would be transferred at no cost to the District. He further noted that certain conservation tracts, landscape parcels, the dog park, and the agricultural parcel had previously been approved by the Board for acceptance.

Mr. Pawelczyk requested authorization for staff and the Chair to execute the documents necessary to complete the conveyance. He further explained that Avenir Development remained obligated to complete the community farm and the additional dog park and emphasized the importance of ensuring that the community farm and dog park remain dedicated to their intended recreational and amenity purposes for the benefit of Avenir residents.

Discussion ensued regarding the inclusion of restrictive covenants requiring the property to continue serving as community amenities and providing that, should the property ever be developed for other purposes, ownership would revert to Avenir Development. It was further discussed that if the farming use proves unsuccessful, the property must continue to be used for recreational or amenity purposes. Additionally, the District may petition to modify the use after fifteen years, provided the property remains recreational in nature.

Ms. Schechter added that the community garden consisted of approximately five acres and was intended to be operated and maintained by a vendor retained by the District.

Following discussion, the Board agreed to combine New Business Item No. 2, Consider Avenir Development Land Conveyance to Avenir CDD 2026, and New Business Item No. 3, Consider Avenir Development Agricultural Parcel – Community Garden, Farm & Dog Park and a **motion** was made by Ms. Schechter, seconded by Ms. Cepero accepting Parcels 1 through 19, totaling approximately 395 acres, and authorizing the related conveyances.

3. Consider Avenir Development Agricultural Parcel – Community Garden, Farm & Dog Park

The Board agreed to combine New Business Item No. 2, Consider Avenir Development Land Conveyance to Avenir CDD 2026, and New Business Item No. 3, Consider Avenir Development

Agricultural Parcel – Community Garden, Farm & Dog Park and a **motion** was made by Ms. Schechter, seconded by Ms. Cepero accepting Parcels 1 through 19, totaling approximately 395 acres, and authorizing the related conveyances.

4. Consider Avenir Pod 11 - Lake Perimeter Wall Plans

Mr. Ballbe explained that a portion of the Pod 11 lake perimeter required a retaining wall and that Avenir Development would install a two- to three-foot-high wall along the property line.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter approving the Avenir Pod 11 - Lake Perimeter Wall Plans.

5. Consider Avenir Pod 10 - Maintenance Agreement, Landscape Maintenance & Lake Interconnect Easement

6. Consider Avenir Pod 11 - Maintenance Agreement, Landscape Maintenance & Lake Interconnect Easement

7. Consider Avenir Parcel B - Maintenance Agreement & Landscape Maintenance Easement

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero approving New Business Items 5 through 7, as listed above: Avenir Pod 10 - Maintenance Agreement, Landscape Maintenance & Lake Interconnect Easement, Avenir Pod 11 - Maintenance Agreement, Landscape Maintenance & Lake Interconnect Easement, and Avenir Parcel B - Maintenance Agreement & Landscape Maintenance Easement, as presented.

8. Consider Avenir CDD S-3 Basin West Boundary Perimeter Fence Proposal (EW Consultants) ($39,500.00)

9. Consider Avenir CDD N-1 N-2 & Coconut Blvd Silt Fence Removal Proposal (EW Consultants) ($30,270.00)

10. Consider Avenir CDD Coconut Boulevard Conveyance Swale Planting (EW Consultants) ($82,500.00)

11. Consider Avenir CDD Coconut Boulevard Conveyance Swale Compliance Monitoring (EW Consultants) ($11,500.00)

12. Consider Avenir CDD West Perimeter Berm Planting Services Proposal (EW Consultants) ($34,500.00)

13. Consider Avenir CDD N-2 Outfall Construction Services Proposal (EW Consultants) ($12,000.00)

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter approving New Business Items 8 through 13, as listed above, all of which were submitted by EW Consultants, in the respective amounts stated: Avenir CDD S-3 Basin West Boundary Perimeter Fence Proposal, in the amount of $39,500.00; Avenir CDD N-1, N-2 & Coconut Boulevard Silt Fence Removal Proposal, in the amount of $30,270.00; Avenir CDD Coconut Boulevard Conveyance Swale Planting Proposal, in the amount of $82,500.00; Avenir CDD Coconut Boulevard Conveyance Swale Compliance Monitoring Proposal, in the amount of $11,500.00; Avenir CDD West Perimeter Berm Planting Services Proposal, in the amount of $34,500.00; and Avenir CDD N-2 Outfall Construction Services Proposal, in the amount of $12,000.00 for a total project cost of $210,270.00.

Additionally, staff was directed to prepare a Small Project Agreement with EW Consultants for completion of the approved work. The Board discussed that New Business Item 9 would be funded through the District's Operations and Maintenance Fund, while the remaining approved items, consisting of New Business Items 8 and 10 through 13, would be funded through bond proceeds.

14. Consider Palm Trimming Behind Coral Isles Fence East Break - September 2026 (Arazoza) ($17,300.00)

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero approving the palm trimming behind the Coral Isles fence east break – September 2026 proposal submitted by Arazoza Brothers LLC in the amount of $17,300.

15. Consider Fountain Maintenance Vendor – Additional Apex Fountains Conveyed to the CDD

Ms. Bowden presented two proposals for fountain maintenance services from Superior Waterway Services, Inc. and Future Horizons, Inc., each providing quarterly maintenance services at a cost of $2,800.

Mr. Pierman noted that Future Horizons, Inc. currently maintains the District's other fountains and recommended utilizing a single vendor for all fountain maintenance services to streamline management and oversight.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero approving Future Horizons, Inc. as the fountain maintenance vendor for the additional Apex fountains recently conveyed to the District at a quarterly cost of $2,800. Staff was directed to prepare an amendment to the existing agreement to incorporate maintenance services for the additional 28 fountains.

16. Consider Avenir Common Area Power Washing

Pursuant to direction provided at the previous Board meeting, Ms. Bowden presented an additional proposal for power washing services for Board consideration. Two proposals were received as follows:

- Florida Coast Power Washing, LLC: Common areas in the amount of $50,730 and clubhouse services in the amount of $8,520.05, for a total project cost of $59,250.05.

- Martin & Sons Residential Services, Inc.: Common areas in the amount of $46,338.34 and clubhouse services in the amount of $13,392.75, for a total project cost of $59,731.09.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter approving Florida Coast Power Washing, LLC for power washing services in the total project amount of $59,250.05, as presented.

H. CHANGE ORDERS

1. Consider CO No. 4 – Avenir Phase Spine Road Phase 5 LS 13 & 14 Pump Upgrade – Revision (Centerline) ($212,982.57)

Mr. Ballbe explained that the Board had previously approved Change Order No. 4 at the last meeting; however, the change order requires revision to accurately reflect the contract amount of $212,982.57 for the Avenir Phase Spine Road Phase 5 LS 13 & 14 Pump Upgrade Revision with Centerline.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter approving Change Order No. 4 for the Avenir Phase Spine Road Phase 5 LS 13 & 14 Pump Upgrade Revision with Centerline in the revised contract amount of $212,982.57. The **motion** passed unanimously.

I. CONSENT AGENDA

1. **Consider Ratification of Consider Ratification of Palm Trimming for Holiday Lighting (Arazoza) ($10,200.00)**
2. **Consider Ratification of 2 inch Valve Replacement on Avenir Drive (Arazoza) ($680.00)**
3. **Consider Ratification of Blue Agave Replacement Across from East Clubhouse (Arazoza) ($925.00)**
4. **Consider Ratification of Bush Hog all Locations - September 2026 (Arazoza) ($3,825.00)**
5. **Consider Ratification of Cap Irrigation Heads For Turf At Clubhouse Pool (Arazoza) ($925.00)**
6. **Consider Ratification of Coconut Blvd Median Vehicle Damage (Arazoza) ($9,831.00)**
7. **Consider Ratification of Plant Replacement for 3 Vehicle Accidents (Arazoza) ($2,880.00)**
8. **Consider Ratification of Regency Lake Tree Littoral Replacements (Arazoza) ($2,000.00)**
9. **Consider Ratification of Damaged Clock from Lightning Strike Replacement (Arazoza) (3,500.00)**
10. **Consider Ratification of September 2026 Avenir Quarterly Pump Station Maintenance (Arazoza) ($4,300.00)**
11. **Consider Ratification of September 2026 Clubhouse Quarterly Pump Station Maintenance (Arazoza) ($850.00)**
12. **Consider Ratification of Fall-Winter 2026 Flowers at Panther and Avenir Beds (Arazoza) ($11,000.00)**
13. **Consider Ratification of Fall-Winter 2026 Flowers for East Clubhouse (Arazoza) ($4,125.00)**
14. **Consider Ratification of Avenir CDD - Seacoast - Coconut Ext Parcel 3 Easement (Recorded)**
15. **Consider Ratification of Avenir Spine Road Phase 6 Bill of Sale (SUA)**
16. **Consider Ratification of Avenir Pod 11 Phase 1 Bill of Sale (SUA)**
17. **Consider Ratification of Avenir Pod 11 Offsite Bill of Sale (SUA)**

18. **Consider Ratification of Avenir Pod 21 Phase 1 Bill of Sale (SUA)**
19. **Consider Ratification of Avenir CDD Pod 11 Playground Equipment & Pour in Place Surfacing (GameTime) ($266,247.03)**
20. **Consider Ratification of Avenir CDD Pod 21 Lift Station Fencing (Southern Hoss) ($21,936.00)**
21. **Consider Ratification of Pod 11 Revision to Site No. 2 Landscape Plans - Administrative Amendment**
22. **Consider Ratification of Avenir CDD Dog Park - Landscape Contract (Arazoza) ($232,276.00)**
23. **Consider Ratification of Avenir CDD Dog Park - Irrigation Contract (Arazoza) ($88,075.00)**
24. **Consider Ratification of Avenir POD 11 Entry Feature Fountain (Aqua Escapes) ($172,162.00)**
25. **Consider Ratification of Pod 11 - Lake Fountains Contract Fully Executed (Superior Waterway) ($39,905.00)**
26. **Consider Ratification of Pod 21 - Entry Landscape Enhancements Fully Executed (Arazoza) ($72,970.00)**
    Items 23–26: Consider Waiving the Bond Requirement Pursuant to Page 11, Item 5(P) of Each Respective Item
27. **Consider Ratification of Avenir CDD Pod 10 Buffer Landscape and Irrigation (Arazoza)($123,762.00)**
28. **Consider Ratification of Avenir CDD Stone Gate Entry Feature - Deductive CO# 01 (Construction Trade Partners) ($20,396.21)**
29. **Consider Ratification of Avenir CDD Pod 11 Common Area Benches, Trash Bins and Bike Racks (Landscape Forms) ($45,570.00)**

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed ratifying Consent Agenda Items 1 through 29, as presented, including the waiver of the bond requirement pursuant to Page 11, Item 5(P) of each respective contract associated with Items 23 through 26.

J. CLUBHOUSE

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

Ms. DeMaio addressed the Board on behalf of Dr. Lori Danenberg regarding a request to reconsider a prior administrative decision related to a proposed resident-led Zumba/exercise class at the Blue Heron Clubhouse. Ms. DeMaio explained that the proposed class was intended to be offered as a free community program and requested that the Board review the decision and consider reinstating the previously approved class. Ms. Bowden noted that a letter from Dr. Lori Danenberg outlining the request was provided to the Board in advance of the meeting via email and was also included in the meeting materials under Clubhouse Item No. 7 for the Board's review.

In addition, Mr. Selin expressed concerns regarding the clubhouse management's revocation of approval previously granted to his wife, Lori Danenberg, to teach a weekly evening fitness/dance class at the Blue Heron Clubhouse. He stated that Lori Danenberg had been approved by management, completed the required vetting process, and was initially authorized to begin classes in September 2026. Mr. Selin reported that management later rescinded that approval without sufficient justification and expressed concern that the concept for the class was subsequently offered through the District's fitness vendor. He stated that he believes management did not act in good faith and requested that the Board consider reinstating Lori Danenberg's class authorization.

Following discussion, Mr. Kay inquired whether the District's current fitness vendor agreement contained provisions related to competing fitness programming. Mr. Baldwin expressed concerns that offering free classes similar to those provided by the current fitness vendor could impact the vendor's programming and noted that the vendor was willing to offer Zumba classes. Ms. DeMaio and Ms. Bergner also expressed concerns regarding class scheduling, the approval process for resident-led programs, and television channel programming within the clubhouse.

The Board directed staff to review the current fitness vendor agreement to determine whether any non-compete or similar restrictions existed and to work with the interested parties toward a mutually agreeable resolution.

2. Clubhouse Management Report

Mr. Baldwin presented the Manager's Report, providing updates on recently completed maintenance and improvement projects, including installation of artificial turf on the west pool deck, HVAC preventive maintenance, pool area paver repairs, replacement of pool pavilion ceiling fans and main pool filters, reattachment of racket court wind screens following a storm, and pressure washing of the pool deck. He also reported that proposals were being obtained for additional security cameras and discussed future facility improvement projects under consideration. A resident request regarding rear gym entrance access hours was also presented for Board consideration and after discussion it was determined that the current hours would remain.

3. Clubhouse Lifestyle Management Report

Ms. Chiaramonte presented the Lifestyle Management Report, highlighting the successful Labor Day Celebration, which was attended by more than 125 residents and featured food, entertainment, and community sponsorship participation. She also provided an overview of upcoming lifestyle events, including the Palm Beach County Green Bag Food Drive and Food Truck Thursday, and discussed ongoing resident engagement and clubhouse programming activities. In addition, Ms. Chiaramonte requested authorization to utilize temporary string lighting during events held on the newly installed turf area to enhance the event atmosphere. Following discussion, the Board authorized staff to permit the temporary use of string lighting for events held in the turf area. Ms. DeMaio commended Ms. Chiaramonte for her efforts and stated that she was doing an excellent job.

4. Consider Vesta Third Amendment Clubhouse Amenity Services Agreement Draft

Ms. Bowden presented the Draft Third Amendment to the Vesta Clubhouse Amenity Services Agreement, which had previously been discussed and approved by the Board during the FY 2026/2027 Final Budget Public Hearing.

Mr. Pawelczyk noted that this amendment represented the third amendment to the existing agreement with Vesta and was subject to finalization of the amendment language, including the addition of porter services and maintenance services for additional entrance feature fountains. He further advised that one year remained under the current agreement term.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez approving the Third Amendment to the Vesta Clubhouse Amenity Services Agreement, subject to final review and approval by District staff and legal counsel.

5. Consider Avenir Clubhouse Power Washing

Consistent with Board approval of New Business Item No. 16, a **motion** was made by Ms. Cepero, seconded by Ms. Schechter approving Florida Coast Power Washing, LLC for power washing services at the Avenir Clubhouse, including common area services in the amount of $50,730.00 and clubhouse services in the amount of $8,520.05, for a total project cost of $59,250.05.

6. Discussion Regarding Clubhouse Restaurant

Ms. Bowden reported, pursuant to prior Board direction, that staff had been in contact with two restaurant consultants, Restaurant Max Consulting and Restaurant Partners, Inc., and that an on-site meeting had already been held with Restaurant Max Consulting, with a site visit by Restaurant Partners, Inc. being scheduled.

Ms. Bowden advised that Restaurant Max Consulting discussed providing consulting services to assist the District in identifying and securing a qualified restaurant operator, as well as providing ongoing advisory services and that the consultant had identified two potential operators that may have interest in the restaurant opportunity.

Ms. Bowden also reported that the operators of Avenir Prime Restaurant expressed interest in serving as the restaurant operator for the Blue Heron Clubhouse. Mr. Witkowski addressed the Board and went over his experience operating several local restaurants. He advised that he had toured the clubhouse facilities and believed the existing kitchen could support a restaurant operation, although menu options would be influenced by available kitchen and storage capacity. He further reviewed opportunities for food and beverage service associated with clubhouse events, poolside service, and mobile ordering capabilities.

Following discussion, the Board invited Mr. Witkowski to submit a formal proposal for consideration at a future meeting.

Mr. Pierman presented a draft resident survey regarding the potential feasibility of establishing a restaurant at the Blue Heron Clubhouse. The survey was designed to gather resident feedback on anticipated usage, preferred food service options, dining preferences, and potential assessment impacts associated with a restaurant amenity. Following discussion, the Board directed staff to establish a deadline for resident responses and revise the survey language to remove response options indicating opposition to a restaurant. The Board further directed staff to distribute the revised survey and present the results for Board review at a future meeting.

7. Discussion Regarding Dance/Lift Class Request

Consistent with the Board's direction during Clubhouse Public Comment Item J.1, the Board directed staff to review the current fitness vendor agreement to determine whether any non-compete or similar provisions existed and to work with the affected parties to identify a mutually agreeable resolution.

8. Discussion Regarding Clubhouse Access Data

Ms. Bowden reported that a resident had submitted a request for Board consideration regarding the tracking of clubhouse access and usage data. The request sought Board direction on whether clubhouse usage data should be collected and, if so, the associated costs and administrative requirements.

Mr. Baldwin advised that the access control vendor charged $600 per report or $120 per hour for training related to generating and utilizing such data.

Following discussion, the Board determined not to pursue the collection or investigation of clubhouse access data at this time.

9. Update Regarding EPIC Forensics and Engineering Report

Ms. Bowden shared that staff had coordinated with Supervisor Rich Cartlidge, who had agreed to serve as the District's liaison with KAST Construction regarding the report. At this time, Mr. Cartlidge had not yet contacted KAST but would keep staff informed of any updates.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter appointing Mr. Cartlidge as the CDD's liaison for KAST Construction regarding the EPIC Forensics and Engineering Report.

K. ADMINISTRATIVE MATTERS

Ms. Bowden reviewed several administrative matters with the Board, including the requirement for Board Members to complete the mandated four hours of ethics training by December 31, 2026, and reminded the Board that the next Regular Board Meeting was scheduled for October 29, 2026.

Additionally, the District-hosted "Meet the Candidates" event has been scheduled for October 27, 2026.

Additionally, Mr. Pawelczyk notified the Board that two Board Seats were scheduled to expire in November 2026 and advised that the related documents would be distributed to the affected Board Members.

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 Mr. Lopez and passed unanimously adjourning the Regular Board Meeting at 2:02 p.m.

ATTESTED BY:

_____ _____

Secretary/Assistant Secretary Chairperson/Vice-Chair

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

Proposal

W.O. Date: 10/15/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 199 - Fill in FLax Beds on Avenir Dr. and Coconut Blvd. from Cold Damage

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
3 open Beds on Avenir From Panther going East	Fill in with 3 gallon Trinette	770.00	$15.00	$11,550.00
4 open Flax beds on Coconut Blvd. from Roundabout to Northlake Blvd	Fill in with 3 gallon Trinette	1,250.00	$15.00	$18,750.00
Fill in Bird of Paradise in Flax Beds	15 gallon Material will be used	7.00	$190.00	$1,330.00
Fill in Chenille on Coconut Blvd and 1 Spot on Avenir Dr Next to Flax Beds	3 gallon material will be used	100.00	$16.00	$1,600.00
Prep areas and re-use mulch were possible.	CHECK IRRIGATION NO CHARGE	1.00	$3,000.00	$3,000.00
			Grand Total	**$36,230.00**

COMPLETION AGREEMENT

This Completion Agreement ("**Agreement**") is entered into as of _____, 2026 ("**Effective Date**"), by and between **AVENIR DEVELOPMENT, LLC,** a Florida limited liability company, having an address at 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 ("**Completion Party**"), and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having an address at c/o special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "**District**"). District and Completion Party are each referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WI T N E S S E T H:

A. WHEREAS, Completion Party holds fee simple title to that certain real property commonly known as the Avenir Farm, located in Palm Beach Gardens, Florida 33412, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "**Property**");

B. WHEREAS, Completion Party has agreed to complete the construction and build-out of a community garden and two (2) separate dog parks and related site improvements on the Property (collectively, the "**Project**"), in accordance with the Plans (as defined herein); and

C. WHEREAS, Completion Party desires to convey the Property to the District, and the District intends to accept the conveyance of said Property subject to Completion Party's obligation to complete the Project; and

D. WHEREAS, the Parties desire to set forth their respective rights and obligations with respect to the completion of the Project as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 — DEFINITIONS

1.1 "**Force Majeure Event**" shall mean any event or circumstance beyond the reasonable control of Completion Party that prevents, hinders, or delays Completion Party's performance of the Scope of Work, including but not limited to: (a) acts of God, including hurricanes, tropical storms, floods, tornadoes, earthquakes, sinkholes, lightning strikes, epidemics, pandemics, and other natural disasters; (b) fire, explosion, or casualty; (c) war (whether declared or undeclared), armed conflict, terrorism, insurrection, riot, civil unrest, or sabotage; (d) strikes, lockouts, labor disputes, or work stoppages (whether or not involving Completion Party's own employees); (e) embargoes, sanctions, trade restrictions, blockades, or shortages of materials, equipment, fuel, or supplies; (f) supply chain disruptions, shipping delays, or inability to procure necessary materials or equipment on commercially reasonable terms; (g) epidemics, pandemics, quarantines, or public health emergencies (including governmental orders, directives, or guidance issued in connection therewith); (h) changes in applicable law, regulation, code, or ordinance enacted or promulgated

after the Effective Date that materially affect the Scope of Work; (i) governmental actions, moratoria, delays in permitting or inspections, denial or revocation of permits, or any action or inaction by any governmental authority having jurisdiction over the Property or the Project; (j) utility failures, power outages, or interruptions in utility service not caused by Completion Party; (k) abnormal or unusually severe weather conditions that exceed historical norms for Palm Beach County, Florida; (l) environmental conditions discovered on or affecting the Property after the Effective Date, including contamination, hazardous materials, protected species, or wetland issues not reflected in the Plans; (m) District's failure to perform or delay in performing any of its obligations under this Agreement, including its cooperation obligations under Article 3 hereinbelow; (n) actions, delays, or defaults of any utility company, governmental authority, or third party not under Completion Party's control; and (o) any other cause or event that is beyond the reasonable control of Completion Party.

1.2 "**Extra Work**" shall mean any work, improvement, modification, addition, or construction activity that is not depicted on the Plans.

1.3 "**Permits**" shall mean all building permits, land use permits, environmental permits, and any other governmental authorizations issued or required in connection with the Scope of Work, including, without limitation, those issued by the City of Palm Beach Gardens, Florida and Palm Beach County, Florida.

1.4 "**Plans**" shall mean those certain plans and construction documents for the Project prepared under the direction of Completion Party pursuant to and in accordance with the Site Plan (as hereinafter defined).

1.5 "**Scope of Work**" shall mean all construction, build-out, and site improvement work depicted, described or otherwise set forth on the Plans and related solely to the Property, to the extent set forth in the Plans or required pursuant to applicable law.

1.6 “Site Plan” shall mean any site plan for the Project approved by the City of Palm Beach Gardens, Florida, including but not limited to the site plan approved by Resolution 40, 2025, as each may be amended from time to time.

ARTICLE 2 — COMPLETION OBLIGATIONS

2.1 Obligation to Complete. Completion Party shall diligently and in a good and workmanlike manner perform and complete the Scope of Work in substantial conformance with the Plans and the terms of this Agreement. Completion Party shall engage qualified contractors, subcontractors, consultants, employees and/or agents (collectively, "**Completion Party's Agents**") as Completion Party deems necessary or appropriate to perform the Scope of Work.

2.2 Standard of Performance. All work performed by or on behalf of Completion Party shall be executed in accordance with the Plans, all applicable laws, codes, ordinances, and regulations of Palm Beach County, the City of Palm Beach Gardens, the State of Florida, and all other governmental authorities having jurisdiction, and in compliance with all applicable permit conditions.

2.3 Completion Party's Costs. Except as otherwise set forth herein, Completion Party shall bear all costs and expenses associated with performing the Scope of Work required to complete the

Scope of Work in accordance with the Plans, including such costs associated with permitting and governmental or regulatory permitting.

2.4 Extra Work — District's Sole Cost. Any Extra Work requested by District that is not within the Scope of Work as depicted in the Plans shall be at District's sole cost and expense. Completion Party shall have no obligation to perform, fund, or arrange for any Extra Work unless District has provided prior written approval and has funded or guaranteed payment for such Extra Work in advance, or the Extra Work is required by any governmental or permitting authority. For the avoidance of doubt, any change, modification, upgrade, or addition to the Project that deviates from or is not depicted on the Plans shall constitute Extra Work and shall be at District's sole cost and expense, unless such Extra Work is required solely by any governmental or permitting authority.

2.5 Permit Closeout. Completion Party shall be responsible, at Completion Party's cost and expense, for timely closing out all open Permits on the Property that are associated with the Scope of Work or any Extra Work that Completion Party is responsible for, including obtaining all final inspections, certificates of completion, and any other documentation required by the applicable governmental authorities to evidence that the permitted work has been completed in accordance with the approved Plans and applicable codes. District shall cooperate with Completion Party in connection with such closeout efforts as set forth in Article 3 below.

ARTICLE 3 — DISTRICT'S COOPERATION OBLIGATIONS

3.1 Access. District shall provide Completion Party and Completion Party's Agents with full, continuous, and unimpeded access to the Property at all reasonable times as necessary to perform the Scope of Work. District shall not interfere with or obstruct such access in any manner.

3.2 Easements. To the extent permitted by Florida law and the powers granted to the District pursuant to Chapter 190, Florida Statutes, District shall promptly grant, execute, deliver, and record (at District's sole cost and expense) any and all easements, licenses, rights-of-way, or other property interests over, across, or through the Property (or any adjacent property owned or controlled by District) that Completion Party reasonably determines are necessary or desirable for the construction, installation, maintenance, or operation of any component of the Project, including without limitation utility easements and drainage easements.

3.3 Permitting Cooperation. District shall, at District's sole cost and expense, promptly execute any applications, affidavits, owner authorizations, or other documents required by any governmental authority in connection with the issuance, modification, or closeout of any Permits relating to the Scope of Work. District shall attend any hearings, meetings, or proceedings and shall provide any signatures, certifications, or other cooperation that Completion Party or any governmental authority requires in connection with the permitting process. District shall not unreasonably withhold, condition, or delay any such cooperation. If any provision of this Agreement and/or Completion Party's construction in accordance with the Scope of Work requires District's approval, consent or other action, and District fails to respond in writing within ten (10) business days after Completion Party's initial written request therefor, Completion Party shall deliver a second written notice to District clearly marked in **bold** lettering: **"SECOND AND FINAL NOTICE — FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS SHALL CONSTITUTE DEEMED CONSENT PURSUANT TO THE COMPLETION**

AGREEMENT." If District fails to respond in writing within five (5) business days following delivery of such second notice, District shall be conclusively deemed to have granted such approval, consent or other action, and Completion Party shall be entitled to proceed as though District's express written consent had been obtained.

3.4 Municipal and Governmental Cooperation. In addition to the foregoing, District shall reasonably cooperate fully with Completion Party in obtaining any municipal approvals, variances, utility connections, regulatory clearances, environmental approvals, or other governmental actions necessary or desirable for the completion of the Scope of Work. District shall cooperate with Completion Party in coordinating all utility connections and services required for the Project and shall execute any utility easement or right-of-way documents reasonably required by the utility provider.

3.5 No Interference. District shall not take any action or omit to take any action that would impair, delay, or interfere with Completion Party's ability to perform the Scope of Work, obtain or close out Permits, or exercise any rights granted hereunder.

3.6 Site Plan Modification; Replat. District acknowledges that Completion Party is pursuing a modification of the Site Plan for the Project (the "**Site Plan Modification**") and a replat of some or all of the Property (the "**Replat**") in connection with the sale of the parcel to the south of community garden (i.e., Parcel J). Accordingly, District agrees that Completion Party shall have sole authority to prepare and process such Site Plan Modification and Replat and District agrees to execute any and all documentation required by the City of Palm Beach Gardens, Florida in connection with such Site Plan Modification and Replat, including but not limited to the mylars in connection with such Replat.

ARTICLE 4 — TIMELINE AND COMPLETION

4.1 Commencement. Completion Party shall commence the Scope of Work within a reasonable time following the Effective Date, subject to obtaining all necessary Permits and governmental approvals required to complete the Scope of Work.

4.2 Diligent Pursuit; Force Majeure. Completion Party shall diligently pursue the Scope of Work to substantial completion; provided, however, that Completion Party's obligations under this Agreement (including, without limitation, any deadlines, milestones, or completion dates) shall be automatically extended on a day-for-day basis for each day that performance is prevented, hindered, or delayed by a Force Majeure Event. Completion Party shall not be in default or breach of this Agreement, nor shall Completion Party be liable to District for any damages, costs, losses, or expenses of any kind, arising from or related to any delay or failure to perform caused in whole or in part by a Force Majeure Event.

4.3 Force Majeure — No Obligation to Mitigate. While Completion Party shall use commercially reasonable efforts to resume performance following a Force Majeure Event, nothing in this Agreement shall require Completion Party to incur extraordinary costs, accept unreasonable terms, engage substitute contractors or suppliers at premium rates, or take any action beyond what is commercially reasonable in order to overcome or mitigate the effects of a Force Majeure Event. For the avoidance of doubt, Completion Party shall not be required to settle any labor dispute as a condition to the excuse of its performance hereunder.

4.4 Cumulative Delays. The extensions of time and relief from liability provided in this Article 4 shall be cumulative. Multiple Force Majeure Events, whether concurrent or sequential, shall each independently extend Completion Party's time for performance hereunder. In no event shall District be entitled to assert that Completion Party has failed to achieve substantial completion or has otherwise breached this Agreement if such failure is attributable, in whole or in part, to one or more Force Majeure Events.

4.5 Substantial Completion. The Scope of Work shall be deemed substantially complete when the Project has been constructed in substantial conformance with the Plans, all open Permits have been closed out with the applicable governmental authorities, and any punch-list items identified by the District have been rectified to the reasonable satisfaction of the District. For clarity, a certificate of substantial completion for the Project from Completion Party's engineer shall be deemed conclusive evidence that Completion Party has satisfied all of its objections pursuant to this Agreement and shall be binding upon the Parties, absent manifest error.

ARTICLE 5 — REPRESENTATIONS AND WARRANTIES

5.1 District Representations. District, to the best of its knowledge after diligent inquiry, represents and warrants to Completion Party that: (a) District holds good and marketable fee simple title to the Property, free and clear of any liens, encumbrances, or restrictions that would impair Completion Party's ability to perform the Scope of Work; (b) District has full power and authority to enter into this Agreement and to grant the access, easements, and cooperation obligations set forth herein; and (c) there are no pending or threatened actions, suits, or proceedings affecting the Property that would materially impair the performance of the Scope of Work. This Article shall survive expiration or earlier termination of this Agreement.

ARTICLE 6 — INDEMNIFICATION

6.1 Completion Party Indemnification. Completion Party shall indemnify, defend, and hold harmless the District, its officers, agents, and employees from and against any and all and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (but not including consequential, incidental, punitive, special or other damages), losses, costs and expenses (including reasonable attorneys' fees), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, statute, contract, contribution, indemnity or any other theory whatsoever) arising from or in any way related to: (a) Completion Party's breach of any representation, warranty, or obligation or failure to perform under this Agreement; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Completion Party's performance of its obligations under this Agreement; and (c) Completion Party's negligence or willful misconduct.

6.2 Limitation of Liability. In no event shall Completion Party be liable to District for any consequential, incidental, special, punitive, or indirect damages arising out of or in connection with this Agreement, regardless of whether such damages are based on contract, tort, strict liability, or any other theory.

ARTICLE 7 — INSURANCE

7.1 Completion Party shall (i) maintain, or shall cause its contractors to maintain, commercial general liability insurance, workers' compensation insurance, and such other insurance coverage as is customary for construction projects of similar scope in Palm Beach Gardens, Florida and Palm Beach County, Florida, and (ii) name the Avenir Community Development District as an additional insured on the commercial general liability insurance policy, and shall provide evidence of such insurance and compliance with this section to District upon request.

7.2 District shall maintain public liability insurance on the Property.

ARTICLE 8 — DEFAULT AND REMEDIES

8.1 District Default. If District fails to comply with any of its obligations under this Agreement (including, without limitation, its cooperation obligations under Article 3) and such failure continues for fifteen (15) days after written notice from Completion Party, Completion Party may, at its option: (a) suspend the Scope of Work until such default is cured, without liability for any resulting delay; (b) perform such obligation on District's behalf and recover all costs incurred from District; or (c) terminate this Agreement upon written notice to District, without liability to District.

8.2 Completion Party Default. If Completion Party abandons the Scope of Work for a continuous period of sixty (60) days (other than for reasons attributable to Force Majeure Events, District default, or permitting delays), District may provide written notice to Completion Party, and Completion Party shall have fifteen (15) days to recommence work before District may (i) terminate this Agreement; and/or (ii) sue for specific performance.

ARTICLE 9 — MISCELLANEOUS

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law principles.

9.2 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in Palm Beach County, Florida, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

9.3 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be received: (a) upon receipt or refusal to accept receipt if sent by messenger, upon personal delivery to the party to whom the notice is directed; or (b) upon receipt or refusal to accept receipt if sent by overnight courier, with request for next business day delivery, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO COMPLETION PARTY: Avenir Development, LLC
550 Biltmore Way, Suite 1110
Coral Gables, FL 33134
Attention: Rosa Eckstein Schechter

Email: res@landstardevelopment.com

TO DISTRICT:

Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Paul Beach Gardens, Florida 33410
Attention: Megan Bowden, District Manager
Email: mbowden@sdsinc.org

With simultaneous notice to:
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.
Email: mpawelczyk@billingochran.com

9.4 Entire Agreement. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

9.5 Amendment. This Agreement may not be amended, modified, or supplemented except by a written instrument executed by both Parties.

9.6 Assignment. Neither Completion Party nor District may assign its rights and obligations under this Agreement without the other Party's prior written consent. District's consent to Completion Party's assignment of this Agreement shall not be unreasonably withheld, conditioned or delayed.

9.7 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right hereunder shall constitute a waiver thereof.

9.8 Sovereign Immunity. Completion Party agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

9.9 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9.11 Recording. District shall, at Completion Party's request and at District's cost, execute and record a memorandum of this Agreement in the Official Records of Palm Beach County, Florida, to provide constructive notice of Completion Party's rights hereunder.

9.12 Waiver of Trial by Jury. DISTRICT AND COMPLETION PARTY HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY DISTRICT AND COMPLETION PARTY. DISTRICT AND COMPLETION PARTY HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. DISTRICT AND COMPLETION PARTY FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF DISTRICT AND COMPLETION PARTY (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO DISTRICT AND COMPLETION PARTY OR TO ANY AGENT OR REPRESENTATIVE OF DISTRICT (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO WRY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9.13 Successors. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Completion Party and the District, and their respective receivers, trustees, successors, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COMPLETION PARTY:

AVENIR DEVELOPMENT, LLC, a
Florida limited liability company

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

Date: _____

DISTRICT:

AVENIR COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Name: Virginia Cepero
Chair, Board of Supervisors

Date: _____

ATTEST:

_____
Megan Bowden, Secretary

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: (AGRICULTURAL PARCEL; PART OF TAX IDENTIFICATION NUMBER 52-41-41-28-01-001-0136)

EXHIBIT "A"

LEGAL DESCRIPTION:

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

COMMENCING AT THE SOUTHWEST CORNER OF TRACT RBE4, AVENIR POD 20, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 135, PAGES 113 THROUGH 123, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF SAID TRACT RBE4 THE NEXT 3 CALLS, NORTH 45°52'07" EAST, A DISTANCE OF 141.96 FEET; THENCE NORTH 00°39'05" EAST, A DISTANCE OF 333.61 FEET; THENCE NORTH 09°10'55" EAST, A DISTANCE OF 137.06 FEET TO A POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°20'55" WEST, A DISTANCE OF 4.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS 122.00 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°39'37", A DISTANCE OF 24.83 FEET TO A POINT OF TANGENCY; THENCE SOUTH 78°59'27" WEST, A DISTANCE OF 61.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 98.00 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°39'37", A DISTANCE OF 19.94 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°20'55" WEST, A DISTANCE OF 164.77 FEET; THENCE NORTH 00°39'05" EAST, A DISTANCE OF 50.91 FEET; THENCE NORTH 89°20'55" WEST, A DISTANCE OF 57.89 FEET; THENCE NORTH 00°39'05" EAST, A DISTANCE OF 73.05 FEET; THENCE NORTH 52°08'15" WEST, A DISTANCE OF 68.32 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "A–1", ALSO SAID POINT BEING ON A POINT OF A NON–TANGENT CURVE CONCAVE WESTERLY, HAVING A CHORD BEARING NORTH 01°44'28" EAST; THENCE RUN ALONG SAID WEST LINE AND THE ARC OF SAID CURVE, HAVING A RADIUS 170.00 FEET, THROUGH A CENTRAL ANGLE OF 72°14'34", AN ARC DISTANCE OF 214.35 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST LINE THE NEXT 11 CALLS, NORTH 34°22'49" WEST, A DISTANCE OF 142.93 FEET; THENCE NORTH 83°58'24" WEST, A DISTANCE OF 48.99 FEET; THENCE NORTH 76°25'20" WEST, A DISTANCE OF 51.80 FEET; THENCE SOUTH 89°40'05" WEST, A DISTANCE OF 64.40 FEET; THENCE NORTH 72°40'11" WEST, A DISTANCE OF 28.04 FEET; THENCE NORTH 37°07'08" WEST, A DISTANCE OF 29.06 FEET; THENCE NORTH 00°19'55" WEST, A DISTANCE OF 56.92 FEET; THENCE NORTH 21°22'01" WEST, A DISTANCE OF 54.68 FEET; THENCE NORTH 36°44'06" WEST, A DISTANCE OF 117.60 FEET; THENCE NORTH 21°21'55" WEST, A DISTANCE OF 35.72 FEET; THENCE NORTH 12°18'38" EAST, A DISTANCE OF 75.75 FEET TO A POINT ON THE SOUTH LINE OF AVENIR–POD 18, AS RECORDED IN PLAT BOOK 136, PAGES 184 THROUGH 191, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE OF PARCEL "A–1" RUN NORTH 86°55'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 846.07 FEET TO A POINT ON THE WEST LINE OF SAID TRACT RBE4, SAID POINT ALSO BEING A POINT ON A NON–TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING SOUTH 11°02'24" WEST; THENCE RUN ALONG SAID WEST LINE AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1080.00 FEET, THROUGH A CENTRAL ANGLE OF 20°46'38", AN ARC DISTANCE OF 391.64 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST LINE THE NEXT 2 CALLS, SOUTH 00°39'05" WEST, A DISTANCE OF 427.54 FEET; THENCE SOUTH 09°10'55" WEST, A DISTANCE OF 65.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (AGRICULTURAL PARCEL LAKE)

THIS IS NOT A SURVEY

SHEET 1 OF 5

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–FARM
PARCEL H LESS LAKE
SKETCH AND DESCRIPTION

DATE	9–14–26
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	07955–FARM

EXHIBIT "A"

LEGAL DESCRIPTION: (CONTINUED)

LESS AND EXCEPT (AGRICULTURAL PARCEL LAKE)

A PORTION OF PARCEL A–1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT O–1, AVENIR – POD 18, AS RECORDED IN PLAT BOOK 136, PAGE 184, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE RUN SOUTH 86°55'35" WEST, ALONG THE SOUTH LINE OF SAID TRACT O–1, A DISTANCE OF 780.52 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 03°04'25" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°55'35" EAST, A DISTANCE OF 678.20 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 53.00 FEET, A CENTRAL ANGLE OF 109°03'39"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 100.88 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 1095.00 FEET, A CENTRAL ANGLE 11°50'06"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 226.18 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE 69°04'39"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.93 FEET TO A POINT OF TANGENCY; THENCE SOUTH 73°13'46" WEST, A DISTANCE OF 323.40 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE 72°23'24"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.28 FEET TO A POINT OF TANGENCY; THENCE NORTH 34°22'49" WEST, A DISTANCE OF 63.17 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2.00 FEET, A CENTRAL ANGLE 49°35'35"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 83°58'24" WEST, A DISTANCE OF 50.84 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 07°33'04"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 10.28 FEET TO A POINT OF TANGENCY; THENCE NORTH 76°25'20" WEST, A DISTANCE OF 45.09 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 13°54'35"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.34 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°40'05" WEST, A DISTANCE OF 35.27 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 53.00 FEET, A CENTRAL ANGLE 90°00'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 83.25 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°19'55" WEST, A DISTANCE OF 15.33 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 21°02'06"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.90 FEET TO A POINT OF TANGENCY; THENCE NORTH 36°44'06" WEST, A DISTANCE OF 100.16 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE OF 123°39'41"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 125.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 211,044 SQUARE FEET / 4.845 ACRES MORE OR LESS, LYING IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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

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–FARM
PARCEL H LESS LAKE
SKETCH AND DESCRIPTION

DATE	9–14–26
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	07955–FARM

EXHIBIT "A"

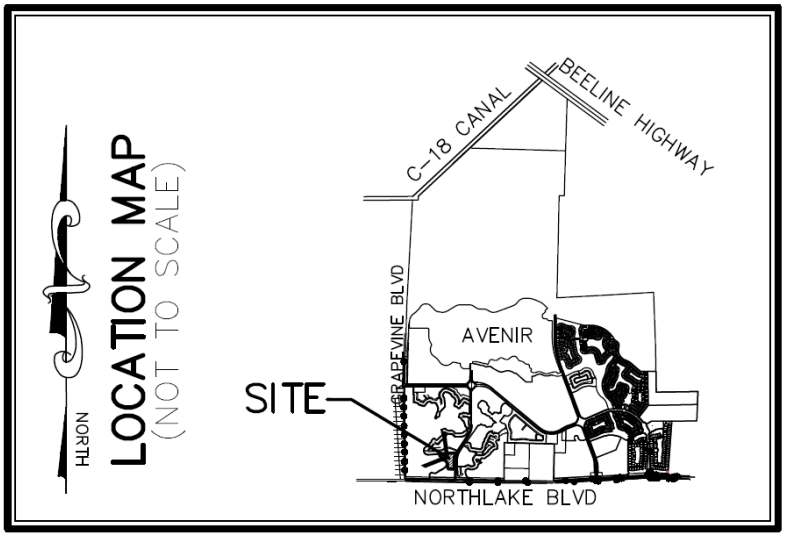
SURVEYOR'S NOTES:

1. SURVEY MAPS 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 SURVEY MAPS 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 PLAT BEARING OF NORTH 86°55'35" EAST ALONG THE SOUTH LINE OF AVENIR-POD 18, AS RECORDED IN PLAT BOOK 136 PAGE 184, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
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.

LEGEND/ABBREVIATIONS

P.O.B. – POINT OF BEGINNING
LB – LICENSED BUSINESS
R/W – RIGHT-OF-WAY
℄ – CENTERLINE
P.B. – PLAT BOOK
PG(S). – PAGE(S)
R – RADIUS
L – LENGTH
E/W – EAST/WEST
N/S – NORTH/SOUTH
UE – UTILITY EASEMENT
REF. PT. – REFERENCE POINT
P.O.C. – POINT OF COMMENCEMENT
Δ – DELTA (CENTRAL ANGLE)
FDOT – FLORIDA DEPARTMENT OF TRANSPORTATION
FPL – FLORIDA POWER & LIGHT COMPANY
31-37-39 – SECTION 31, TOWNSHIP 37 SOUTH, RANGE 39 EAST
O.R.B. – OFFICIAL RECORDS BOOK

LOCATION MAP
(NOT TO SCALE)



THIS IS NOT A SURVEY

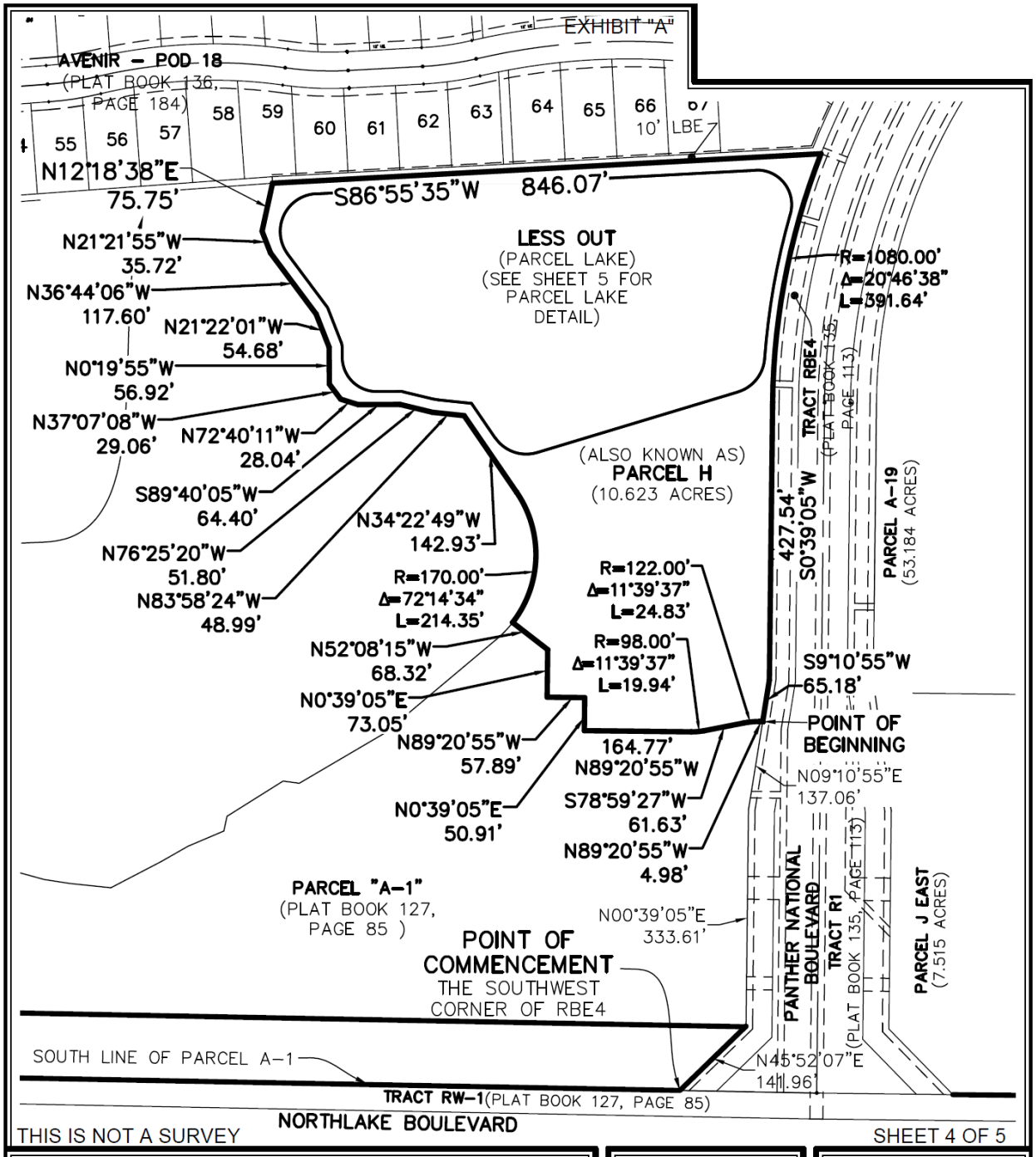
SHEET 3 OF 5

CAULFIELD & WHEELER, INC.
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BOCA RATON, FLORIDA 33434
PHONE (561)392-1991 / FAX (561)750-1452

AVENIR-FARM
PARCEL H LESS LAKE
SKETCH AND DESCRIPTION

THOMAS W. GRITTON
REGISTERED LAND
SURVEYOR NO. 7347
STATE OF FLORIDA
L.B. 3591

DATE	9-14-2026
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	AS NOTED
JOB NO.	7955-FARM



THIS IS NOT A SURVEY

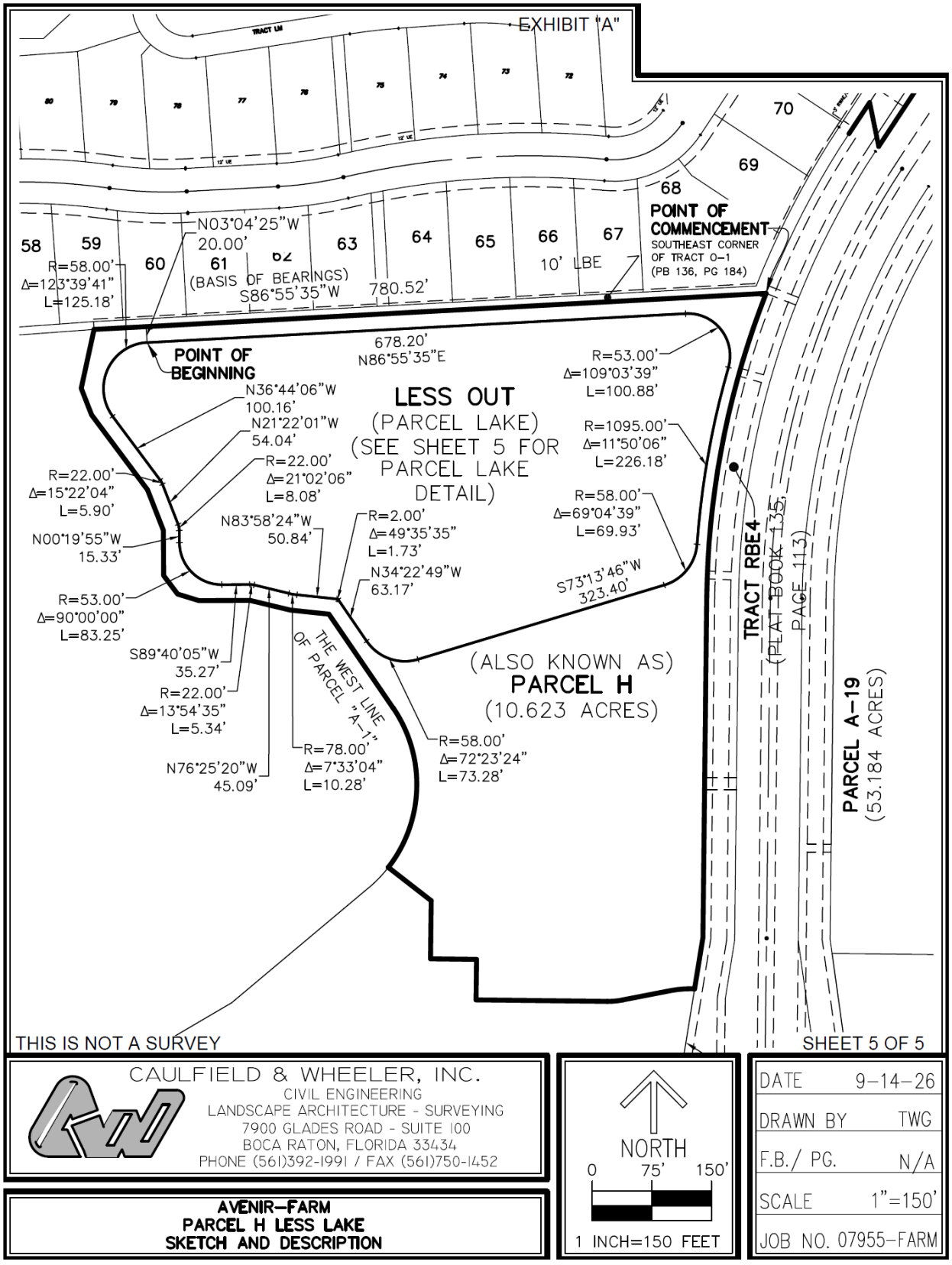
SHEET 4 OF 5

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
0 100' 200'
1 INCH=200 FEET

DATE	9-14-26
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	1"=200'
JOB NO.	07955-FARM

AVENIR-FARM
PARCEL H LESS LAKE
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

NORTH
0 75' 150'
1 INCH=150 FEET

DATE	9-14-26
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	1"=150'
JOB NO.	07955-FARM

AVENIR-FARM
PARCEL H LESS LAKE
SKETCH AND DESCRIPTION

PARCEL 2: (DOG PARK; PART OF TAX IDENTIFICATION NUMBER 52-41-41-28-01-003-0012)

A PORTION OF CONSERVATION AREA TRACT C-1, OF AVENIR AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT A, AVENIR PUMP STATION, AS RECORDED IN PLAT BOOK 133, PAGE 6 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT A, SOUTH 42°38'31" EAST, A DISTANCE OF 268.84 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, NORTH 02°21'29" EAST, A DISTANCE OF 16.98 FEET; THENCE, NORTH 47°21'29" EAST, A DISTANCE OF 37.00 FEET; THENCE, NORTH 42°38'31" WEST, A DISTANCE OF 1.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 51.36 FEET FROM WHICH A RADIAL LINE BEARS NORTH 40°04'20" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°36'33", A DISTANCE OF 43.57 FEET; THENCE, NORTH 01°13'45" EAST, A DISTANCE OF 11.86 FEET; THENCE, SOUTH 88°46'15" EAST, A DISTANCE OF 74.92 FEET; THENCE, SOUTH 01°13'31" WEST, A DISTANCE OF 173.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 74.00 FEET, THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°28'35", A DISTANCE OF 35.49 FEET TO THE TO THE NORTH LINE OF SAID TRACT A; THENCE ALONG SAID NORTH LINE, NORTH 43°20'53" WEST, A DISTANCE OF 30.87 FEET; THENCE, NORTH 42°38'31" WEST, A DISTANCE OF 127.99 FEET TO THE POINT OF BEGINNING.

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

PCNs: 52-41-41-28-01-001-0136 (portion); 52-41-41-28-01-003-0012 (portion)

[Space Above This Line for Recording Data]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "Deed") is made this _____ day of _____ 2026, from AVENIR DEVELOPMENT, LLC, a Florida limited liability company ("Grantor"), with an address at 777 South Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401, to AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("Grantee"), with an address at 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410.

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's successors and assigns forever, all the right, title, interest, claim and demand that Grantor has or may have in and to the following described real property (the "Property") located and situate in the County of Palm Beach and State of Florida, to wit:

See EXHIBIT "A" attached hereto and made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record; taxes and assessments for the year 2026 and subsequent years; all applicable zoning ordinances and/or restrictions and prohibitions imposed by appropriate governmental authorities, if any; and the Restrictive Covenants set forth in EXHIBIT "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR does warrant and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

_____

Print Name:_____

Print Address:_____

_____

_____

Print Name:_____

Print Address:_____

_____

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

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 _____ 2026, by Rosa Eckstein Schechter, as Vice President of Avenir Development, LLC, a Florida limited liability company, on behalf of the limited liability company, who ☒ is personally known to me, or ☐ has produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

(Notary seal)

[Signature page to Special Warranty Deed]

EXHIBIT "A"

PROPERTY

The Land referred to herein below is situated in the County of PALM BEACH, State of Florida, and is described as follows:

PARCEL 1: (AGRICULTURAL PARCEL; PART OF TAX IDENTIFICATION NUMBER 52-41-41-28-01-001-0136)

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

COMMENCING AT THE SOUTHWEST CORNER OF TRACT RBE4, AVENIR POD 20, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 135, PAGES 113 THROUGH 123, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF SAID TRACT RBE4 THE NEXT 3 CALLS, NORTH 45°52'07" EAST, A DISTANCE OF 141.96 FEET; THENCE NORTH 00°39'05" EAST, A DISTANCE OF 333.61 FEET; THENCE NORTH 09°10'55" EAST, A DISTANCE OF 137.06 FEET TO A POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°20'55" WEST, A DISTANCE OF 4.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS 122.00 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°39'37", A DISTANCE OF 24.83 FEET TO A POINT OF TANGENCY; THENCE SOUTH 78°59'27" WEST, A DISTANCE OF 61.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 98.00 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°39'37", A DISTANCE OF 19.94 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°20'55" WEST, A DISTANCE OF 164.77 FEET; THENCE NORTH 00°39'05" EAST, A DISTANCE OF 50.91 FEET; THENCE NORTH 89°20'55" WEST, A DISTANCE OF 57.89 FEET; THENCE NORTH 00°39'05" EAST, A DISTANCE OF 73.05 FEET; THENCE NORTH 52°08'15" WEST, A DISTANCE OF 68.32 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "A-1", ALSO SAID POINT BEING ON A POINT OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A CHORD BEARING NORTH 01°44'28" EAST; THENCE RUN ALONG SAID WEST LINE AND THE ARC OF SAID CURVE, HAVING A RADIUS 170.00 FEET, THROUGH A CENTRAL ANGLE OF 72°14'34", AN ARC DISTANCE OF 214.35 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST LINE THE NEXT 11 CALLS, NORTH 34°22'49" WEST, A DISTANCE OF 142.93 FEET; THENCE NORTH 83°58'24" WEST, A DISTANCE OF 48.99 FEET; THENCE NORTH 76°25'20" WEST, A DISTANCE OF 51.80 FEET; THENCE SOUTH 89°40'05" WEST, A DISTANCE OF 64.40 FEET; THENCE NORTH 72°40'11" WEST, A DISTANCE OF 28.04 FEET; THENCE NORTH 37°07'08" WEST, A DISTANCE OF 29.06 FEET; THENCE NORTH 00°19'55" WEST, A

DISTANCE OF 56.92 FEET; THENCE NORTH 21°22'01" WEST, A DISTANCE OF 54.68 FEET; THENCE NORTH 36°44'06" WEST, A DISTANCE OF 117.60 FEET; THENCE NORTH 21°21'55" WEST, A DISTANCE OF 35.72 FEET; THENCE NORTH 12°18'38" EAST, A DISTANCE OF 75.75 FEET TO A POINT ON THE SOUTH LINE OF AVENIR-POD 18, AS RECORDED IN PLAT BOOK 136, PAGES 184 THROUGH 191, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE OF PARCEL "A-1" RUN NORTH 86°55'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 846.07 FEET TO A POINT ON THE WEST LINE OF SAID TRACT RBE4, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING SOUTH 11°02'24" WEST; THENCE RUN ALONG SAID WEST LINE AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1080.00 FEET, THROUGH A CENTRAL ANGLE OF 20°46'38", AN ARC DISTANCE OF 391.64 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST LINE THE NEXT 2 CALLS, SOUTH 00°39'05" WEST, A DISTANCE OF 427.54 FEET; THENCE SOUTH 09°10'55" WEST, A DISTANCE OF 65.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (AGRICULTURAL PARCEL LAKE)

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

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ANGLE 49°35'35”; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 83°58'24” WEST, A DISTANCE OF 50.84 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 07°33'04”; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 10.28 FEET TO A POINT OF TANGENCY; THENCE NORTH 76°25'20” WEST, A DISTANCE OF 45.09 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 13°54'35”; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.34 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°40'05” WEST, A DISTANCE OF 35.27 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 53.00 FEET, A CENTRAL ANGLE 90°00'00”; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 83.25 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°19'55” WEST, A DISTANCE OF 15.33 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 21°02'06”; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.90 FEET TO A POINT OF TANGENCY; THENCE NORTH 36°44'06” WEST, A DISTANCE OF 100.16 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE OF 123°39'41”; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 125.18 FEET TO THE POINT OF BEGINNING.

LYING IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

PARCEL 2: (DOG PARK; PART OF TAX IDENTIFICATION NUMBER 52-41-41-28-01-003-0012)

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DISTANCE OF 74.92 FEET; THENCE, SOUTH 01°13'31" WEST, A DISTANCE OF 173.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 74.00 FEET, THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°28'35", A DISTANCE OF 35.49 FEET TO THE TO THE NORTH LINE OF SAID TRACT A; THENCE ALONG SAID NORTH LINE, NORTH 43°20'53" WEST, A DISTANCE OF 30.87 FEET; THENCE, NORTH 42°38'31" WEST, A DISTANCE OF 127.99 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

RESTRICTIVE COVENANTS

In consideration of the conveyance made in this Special Warranty Deed, to which these restrictive covenants (the "Restrictive Covenants") are attached, Grantor hereby establishes, declares and prescribes that the Property shall be owned, held, transferred and conveyed subject to these Restrictive Covenants, which shall apply to and be covenants running with the land. By its acceptance of this Special Warranty Deed, Grantee, its successors and assignees, as owners of the Property or any part thereof, including any mortgagee and any purchaser at a judicial sale (by acceptance of a deed therefor, whether or not it shall be so expressed in such deed of conveyance) hereby covenants and agrees to comply with, abide by, and be bound by the following Restrictive Covenants:

1. Avenir Farm. The portion of the Property described as Parcel 1in EXHIBIT "A" to this Special Warranty Deed and that is approved for use as a community garden or farm on the Site Plan approved by the City of Palm Beach Gardens, Florida pursuant to Resolution 40, 2025, as it may be amended from time to time (the "Avenir Farm") shall be used only as follows:

a. Agricultural Use. The Avenir Farm shall be maintained and operated exclusively as a working farm, community garden, orchard, agricultural zone, or related uses. No residential subdivision or commercial development of the Avenir Farm is permitted.

b. Maintenance Mandate. Grantee covenants and agrees to manage, cultivate, operate, and maintain the Avenir Farm in accordance with standards established by Grantee, including maintaining soil health, crop management, and boundary barriers. Furthermore, Grantee shall engage a qualified third-party farmer, agricultural operator, or farm management business (the "Farmer"), to lease, manage, cultivate, operate, and maintain the Avenir Farm on the Grantee's behalf, provided that Grantee remains responsible for compliance with the terms and obligations set forth herein.

c. Standards for Operation of Avenir Farm. The standards for operation of the Avenir Farm include that (i) Avenir Farm shall be operated in a "first class" manner and Grantee shall ensure that Avenir Farm is properly cared for, tended and operated in accordance with the best management practices for similar farms in Palm Beach County, Florida, (ii) Avenir Farm shall be operated and supervised by a Farmer who shall manage the selection, planting, growing and harvesting of crops, all in accordance with a separate written agreement with Grantee, and (iii) upon the resignation or other termination of the contract or employment of the Farmer, Grantee shall use commercially reasonable and diligent efforts to obtain a replacement Farmer that is "duly qualified" for operation of Avenir Farm.

2. Avenir Dog Parks. The portion of the Property described as Parcel 1in EXHIBIT "A" to this Special Warranty Deed and that is approved for use as a dog park on the Site Plan

approved by the City of Palm Beach Gardens, Florida pursuant to Resolution 40, 2025, as it may be amended from time to time, and the portion of the Property described as Parcel 2 in EXHIBIT "A" to this Special Warranty Deed (collectively, the "Dog Parks"), shall be used only as dog parks or other open space or recreational facilities operated by Grantee. No residential subdivision or commercial development of the Dog Parks is permitted.

3. Notice and Cure. If Grantee, or its successors or assigns, violate the Restrictive Covenants contained in this EXHIBIT "B", an event of default hereunder (an "Event of Default") shall not be deemed to have occurred until Grantor has provided Grantee with written notice reasonably describing such default and Grantee has not cured such default within thirty (30) days of receipt of such notice from Grantor.

4. Default. If an Event of Default occurs, in addition to all other rights and remedies available to Grantor, at law or in equity, Grantor shall have the following remedies:

a. Reversion to Grantor. Fee simple title to some or all of the Property (as determined by Grantor) shall, at Grantor's election, automatically revert back to Grantor free of any restrictions on development, including the Restrictive Covenants contained herein, upon Grantor's recording of a certificate in the Public Records of Palm Beach County, Florida (the "Public Records"), against the applicable portion of the Property stating that an Event of Default has occurred with respect to such portion of the Property. Grantee and its successors or assigns also agree to execute a warranty deed for such portion of the Property to Grantor upon Grantor's written request following Grantor's recording of the aforementioned certificate in the Public Records, which deed shall be free of any liens or other encumbrances.

b. Injunctive Relief. Grantor shall have the right to enforce the Restrictive Covenants by an action for injunctive relief in a court of competent jurisdiction. In connection with any action between Grantor and Grantee arising from, related to, or in connection with the Restrictive Covenants, the prevailing party shall be entitled to an award of its costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred or paid before and at any proceeding which may be instituted and any appeal thereof.

c. Self-Help. Grantor shall have the right, but not the obligation, to enter upon the Property and perform the work required to cure the Event of Default. If Grantor elects the remedy described in this Section 4(c), Grantee shall be obligated to reimburse Grantor for all reasonable and actual out-of-pocket costs incurred by Grantor in curing the Event of Default, including, without limitation, reasonable attorneys' fees and costs incurred thereby.

5. Amendment. Grantor hereby reserves the sole right to enforce, amend (with the joinder of Grantee or its successors and assignees) and/or waive the Restrictive Covenants by a written instrument signed by Grantor or its successors and assignees and recorded in the Public

Records. Except as provided in Section 6 below, these Restrictive Covenants may only be terminated by a written instrument signed by Grantor or its successors and assigns and recorded in the Public Records.

6. Duration. These Restrictive Covenants shall run with title to the Property for a period of twenty (20) years after the date of the recording of this Special Warranty Deed in the Public Records. From and after the end of such twenty (20) year period, these Restrictive Covenants shall automatically terminate and be of no further force or effect.

7. JURY TRIAL WAIVER. TO THE EXTENT THAT THE ENFORCEMENT OF THE RESTRICTIVE COVENANTS IS SUBJECT TO BEING RESOLVED OR ENFORCED BY A COURT OF LAW, THEN EACH PARTY HERETO HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THESE RESTRICTIVE COVENANTS OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

RESOLUTION NO. 2026-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE GRANT AND/OR ACCEPTANCE OF EASEMENTS AND RELATED INSTRUMENTS TO PROVIDE FOR WATER, SEWER, DRAINAGE, DRY UTILITIES, LANDSCAPING, IRRIGATION, WALLS, SIDEWALKS, AND/OR OTHER DEVELOPMENT PURPOSES IN CONNECTION WITH DEVELOPMENT OF CERTAIN SPECIFIED PARCELS WITHIN THE BOUNDARIES OF THE DISTRICT; AUTHORIZING THE DISTRICT TO BE A CO-PERMITTEE IN CONNECTION WITH FUTURE SFWMD PERMITS PROVIDING FOR DRAINAGE INTO THE LAKES AND STORMWATER FACILITIES OWNED BY THE DISTRICT; AUTHORIZING THE PROPER DISTRICT OFFICIALS TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE DISTRICT TO GRANT AND/OR ACCEPT SUCH EASEMENTS AND RELATED INSTRUMENTS AND BE A CO-PERMITTEE IN CONNECTION WITH DRAINAGE INTO DISTRICT LAKES AND STORMWATER MANAGEMENT FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Avenir Community Development District (the "District") is a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, and is located wholly within the municipal limits of the City of Palm Beach Gardens, Florida (the "City") in Palm Beach County, Florida (the "County"); and

WHEREAS, the District was established by the City pursuant to its Ordinance 17, 2016, enacted and effective January 5, 2017; and

WHEREAS, the District acknowledges that easements and/or related conveyances, licenses or other interests in land for water, sewer, drainage, dry utilities, landscape, irrigation, walls, sidewalks and/or other development purposes will be necessary for the future development of certain specified parcels within Avenir; and

WHEREAS, the District acknowledges that such easements may be granted to the District and that it may be necessary for the District to grant easements to certain governmental entities and agencies and provide limited licenses or other restricted interests in District property to accommodate the development of the parcels described herein; and

WHEREAS, the District acknowledges that the District may need to be a co-permittee in connection with South Florida Water Management District ("SFWMD") permits for drainage into lakes and stormwater management facilities owned by the District; and

WHEREAS, it is the intent of the District to grant and/or accept such easements and related instruments to facilitate water, sewer, drainage, dry utilities, landscaping, irrigation, walls, sidewalks, and/or other development purposes for the future development of certain parcels within the boundaries of the District, subject to the approval of the form of the easements and/or related instruments by District

counsel and the approval of the content of the easements and/or related instruments by the District Manager and the District Engineer of the District; and

WHEREAS, it is the intent of the District to become a co-permittee as may be required by the SFWMD in connection with permits for drainage into lakes and stormwater management facilities owned by the District, subject to the approval of the form of such permit applications by District counsel and the approval of the content by the District Manager and the District Engineer of the District; and

WHEREAS, the District Board finds that authorizing such water, sewer, drainage, dry utilities, landscaping, irrigation, walls, sidewalks, and/or other development easements and related instruments and becoming a co-permittee for certain SFWMD permits is in the best interests of the District and its residents and landowners.

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

SECTION 1. The foregoing recitals are true and correct and are hereby ratified and confirmed by the Board.

SECTION 2. The District hereby authorizes the grant of the following easements and related instruments specified in this section. Virginia Cepero, the current Chair of the Board, or any successor Chair, is hereby authorized to execute those easement and related documents determined to be necessary by the District Manager for the District, in consultation with the District Counsel for the District ("Easement Documents"), provided that such Easement Documents have been reviewed and approved by the District Manager and District Engineer and approved as to legal form by the District Counsel. In the absence of the Chair, the Vice-Chair of the District Board is authorized to execute the Easement Documents pursuant to this section. The Easement Documents are as follows:

A. **Avenir Parcel J**. The District hereby authorizes the granting and/or accepting of water, sewer, drainage, dry utilities, landscaping, irrigation, walls, sidewalks, and/or other development easements and related instruments as may be reasonably necessary for the development of an approximately 10.84 acre parcel known as Avenir Parcel J, which is depicted on **Exhibit "A"** attached hereto.

B. **Avenir Parcel D**. The District hereby authorizes the granting and/or accepting of water, sewer, drainage, dry utilities, landscaping, irrigation, walls, sidewalks, and/or other development easements and related instruments as may be reasonably necessary for the development of an approximately 16.08 acre parcel known as Avenir Parcel D, which is depicted on **Exhibit "B"** attached hereto.

C. **Avenir Health Park**. The District hereby authorizes the granting and/or accepting of water, sewer, drainage, dry utilities, landscaping, irrigation, walls, sidewalks, and/or other development easements and related instruments as may be reasonably necessary for the development of an approximately 13.095 acre parcel known as the Avenir Health Park, which is depicted on **Exhibit "C"** attached hereto.

SECTION 3. The District hereby approves of becoming the co-permittee in connection with certain SFWMD drainage permits for drainage into lakes and stormwater management facilities owned

by the District. Virginia Cepero, the current Chair of the Board, or any successor Chair, is hereby authorized to execute those SFWMD permit applications determined to be necessary by the District Manager of the District, in consultation with the District Engineer, for drainage into lakes and stormwater management facilities owned by the District ("Permit Documents"), provided that such Permit Documents have been reviewed and approved by the District Manager and approved as to legal form by the District Counsel. In the absence of the Chair, the Vice-Chair of the District Board is authorized to execute the Permit Documents pursuant to this section.

SECTION 4. The District Manager of the District is hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.

SECTION 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. If any clause, section or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT THIS 29TH DAY OF OCTOBER, 2026.

ATTEST:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

_____
Megan Bowden, Secretary

_____
Virginia Cepero, Chair
Board of Supervisors

Exhibit "A"

Avenir Parcel J

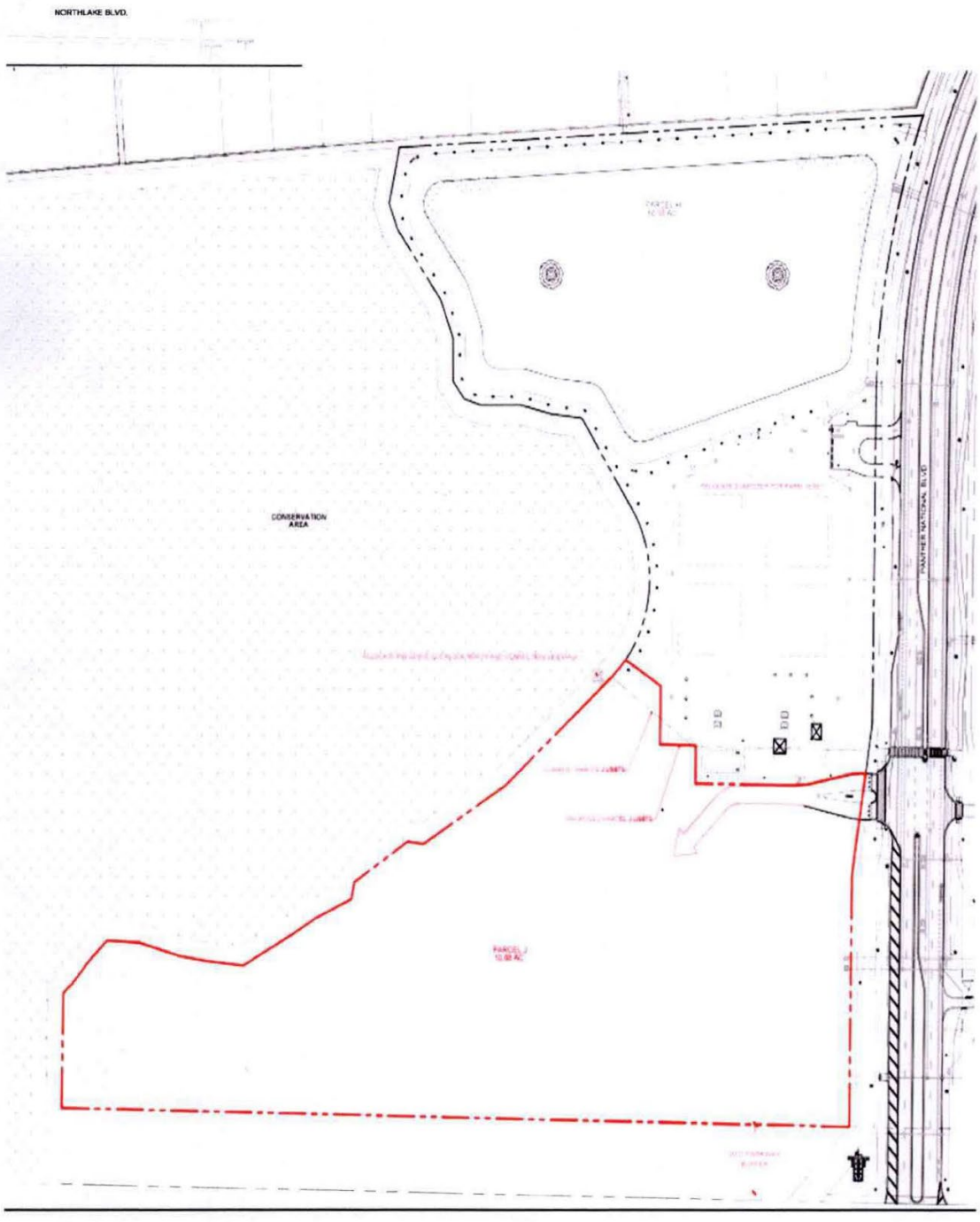


Exhibit "B"

Avenir Parcel D

A portion of Tract B, as shown on the Plat of AVENIR PARCEL D, as recorded in Plat Book 137, Page 21 of the Public Records of Palm Beach County, Florida, as more particularly shown below.

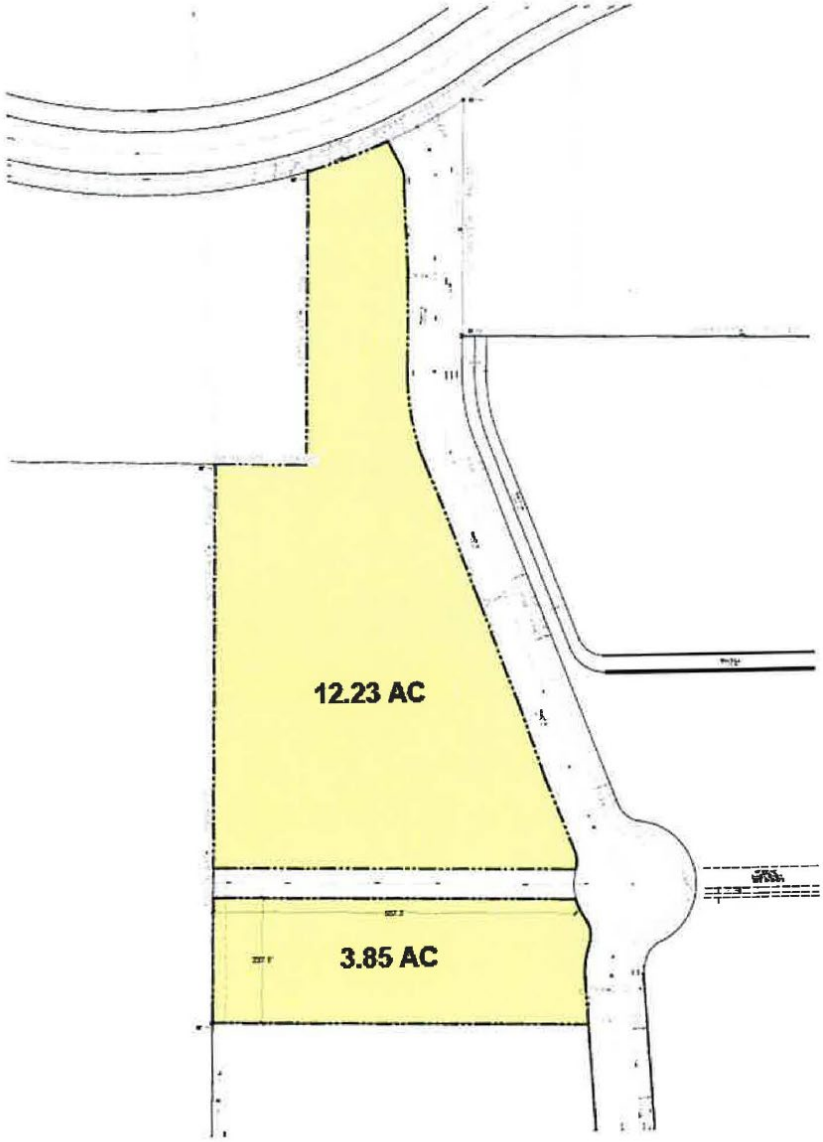
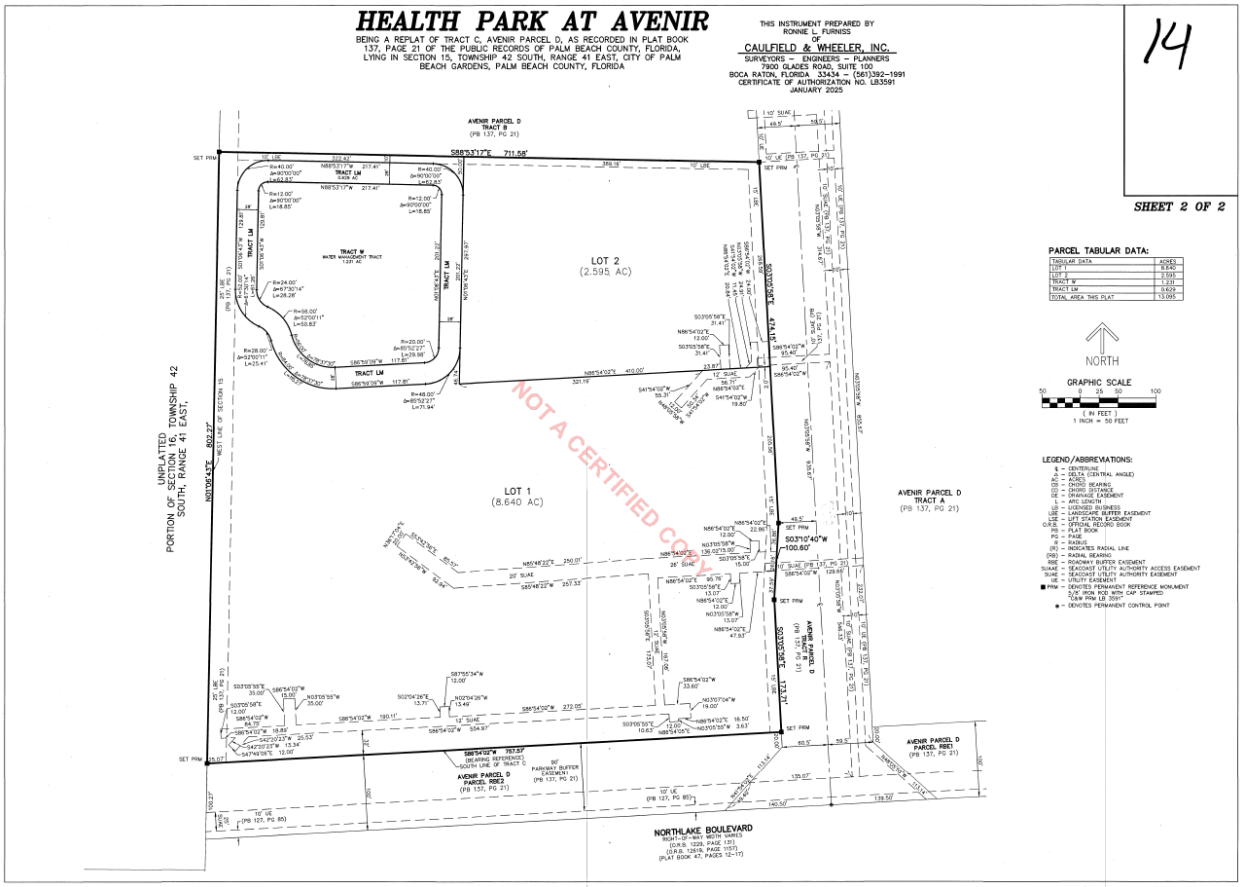


Exhibit "C"

Avenir Health Park



From: Casey Frazier
To: Megan Bowden
Subject: Fw: sonshine fence regency @ avenir quote - 21-Sep-2026, 15:22
Date: Wednesday, October 28, 2026 8:39:25 AM
Attachments: image.png
image.png
image.png
regency @ avenir quote 21-Sep-2026 15-22-47.pdf

Hey,
Attached is the fence proposal to be approved at the CDD meeting - please let me know if you need any more information. The fence will be going along the side of the community by Regency way, and the Avenir dr.

Thanks,

Casey Frazier, LCAM
Regency at Avenir
561-660-5419
cfrazier@campbellproperty.com



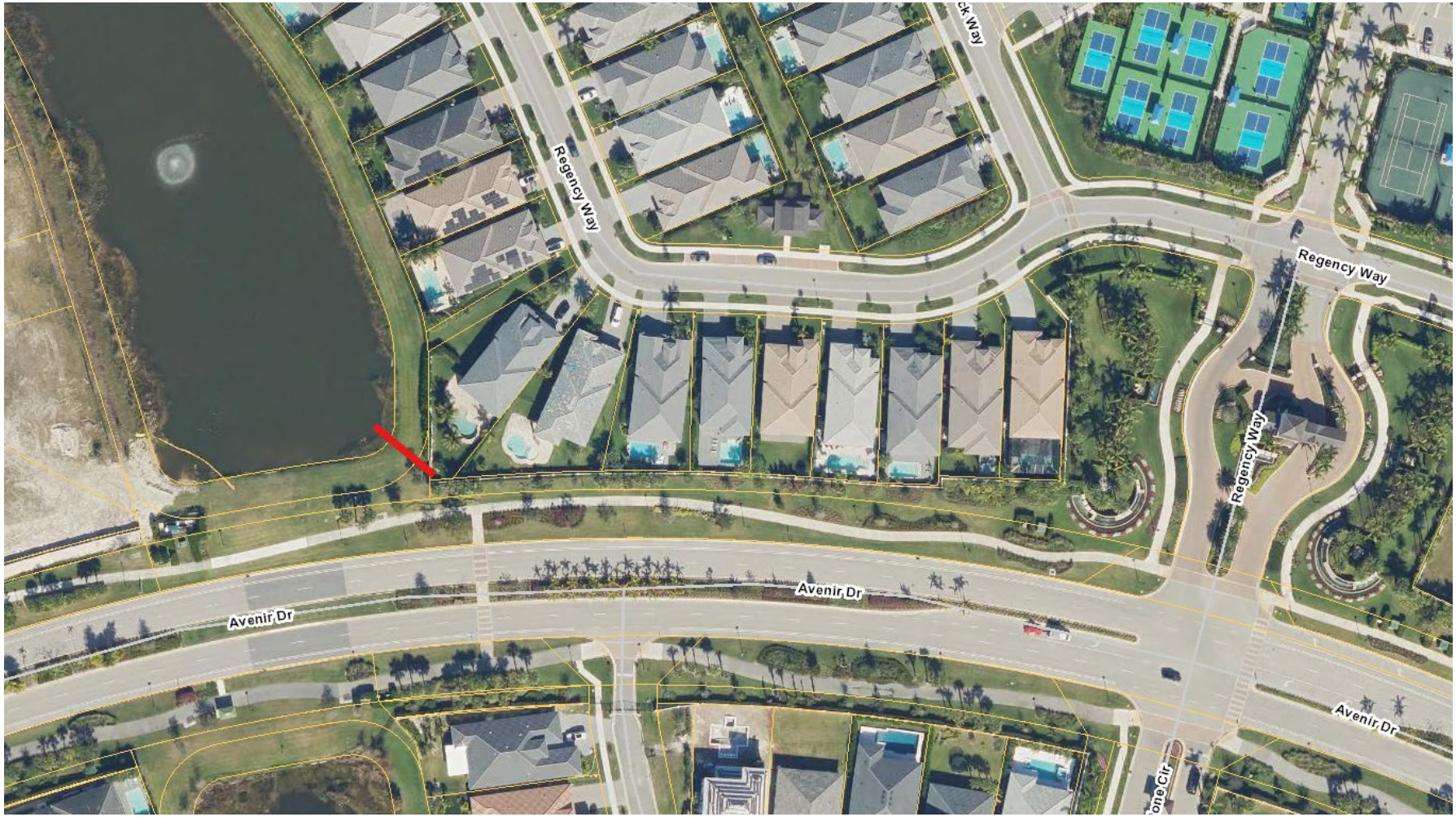
From: Casey Frazier <CFrazier@campbellproperty.com>
Sent: Tuesday, October 27, 2026 12:41 PM
To: Angel Alfonso <aalfonso@tollbrothers.com>; Mitch Kay <mitchkayregencyhoa@gmail.com>; Lee Feldman <lee@leefeldman.net>
Subject: Fw: sonshine fence regency @ avenir quote - 21-Sep-2026, 15:22

Hey Angel,
I spoke with Mitch and Lee about this today - they are okay with me moving forward and getting it to the CDD to go on their agenda for their meeting this week. Just want to make sure you are okay with it. Please let me know.

Thanks,

Please take a moment to post a positive review about your experience working with me by clicking the link: Thankmycam.com– I appreciate your positive feedback and I thank you for taking the time to do so.

Casey Frazier, LCAM


Regency Way
Regency Way
Regency Way
Regency Way
Avenir Dr
Avenir Dr
Avenir Dr

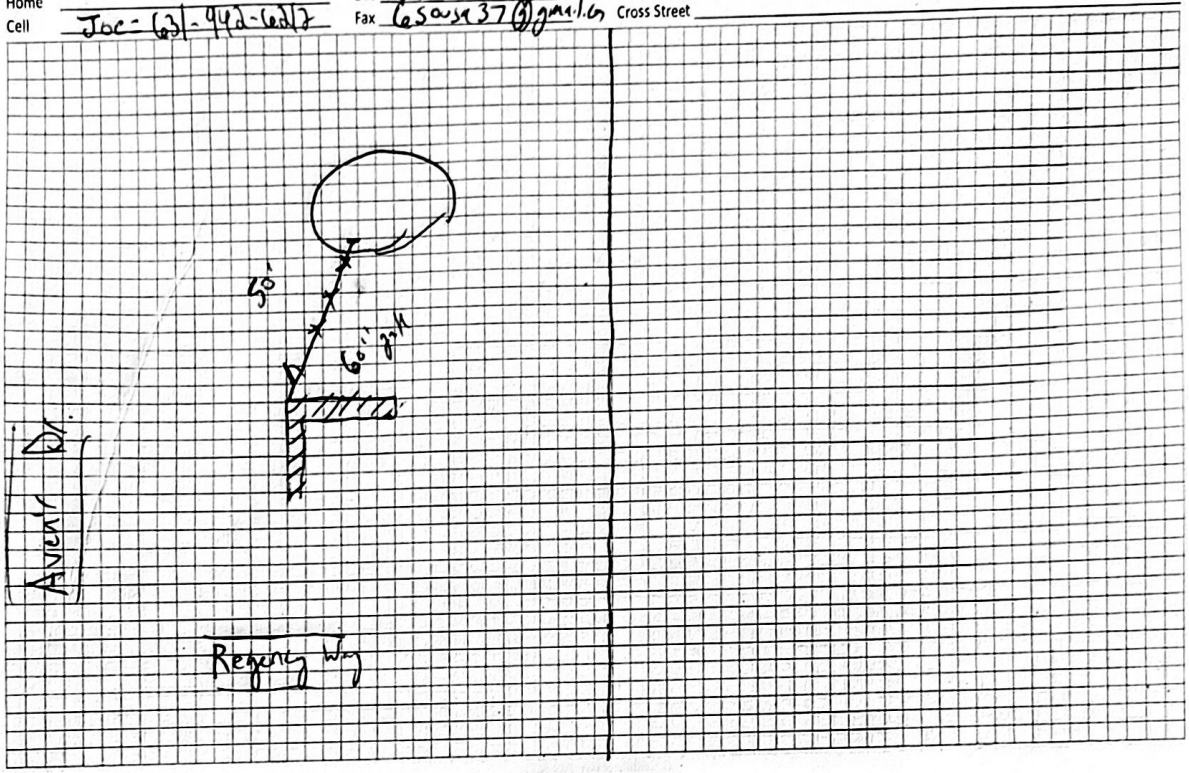
SONSHINE FENCE CO.

8690 Pine Cay
West Palm Beach, FL 33411
sonshinefenceco@gmail.com
Bus. (561)596-3353
www.SONSHINEFENCE.com
Palm Beach County Lic. #U-20797
Martin County Lic. #CFE5728

Contract Date _____
Salesperson _____
Pool Company _____
Reference _____

Customer Regency @ Avenir
Address 9878 Regency Way
Palm Beach Gardens, FL 33410
Home _____
Cell Joe - 631-942-6017
Bus JJMac63@gmail.com
Fax 6Sons37@gmail.com

Location/Direction _____
Subdivision Avenir
Cross Street _____



NOTICE TO BUYER

1. COMPLETION DATE: NO COMPLETION DATE IS PROVIDED.
2. BUYER RIGHT TO CANCEL: This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by mailing notice to the seller. This notice must indicate that you do not want the goods or services and must be postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement afterwards, the seller may keep all or part of any cash down payment.
3. All fence lines must be cleared of trees, landscaping and obstacles, and must be of proper grade by customer PRIOR to installation. If not completed by times of installation, and the crew is unable to start, a trip charge will be added and the crew will return at a later date.
4. STEPS in fence may be used at installer's discretion in order to insure proper distance from the ground to the fence.
5. We are not responsible for any broken or damaged PVC pipes during the installation of fence.
6. The customer is responsible for obtaining HOMEOWNER ASSOCIATION approval and DRAINAGE when applicable, at cost to the Homeowner.
7. The customer is responsible for bonding (grounding) the fence if required.
8. Customer must provide electrical source on site.
9. Any alteration from the contract will be executed upon written order, and will become an extra charge over and above the estimate.
10. All agreements are contingent upon strikes, accidents, weather conditions, or delays beyond our control.
11. You are entitled to an exact copy of the contract you sign.

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, HEIRS, SUCCESSORS, AND ASSIGNS, WHERE SIGNED BY THE PARTIES HERETO OR THEIR OFFICERS OR AGENTS EXCEPT AS OTHERWISE PROVIDED. THERE ARE NO PROMISES, AGREEMENTS, OR UNDERSTANDINGS BETWEEN THE UNDERSIGNED PARTIES WHICH ARE NOT EXPRESSED IN THIS CONTRACT (NO VERBAL AGREEMENTS BETWEEN PURCHASER AND SALESPERSON).

I have read the above statement and agree. _____ **(Initial)**

DESCRIPTION OF FENCE

HARDWARE Alum Hinges + magnalatch
DOGS _____
FENCE STYLE 3 Rail Postrail
FENCE HEIGHT 6' COLOR Black
PICKET 1" x _____ / 4" SPACING
POST 2" / 5' SPACING

50' LNR FT @ 62.00 = 3,100
LNR FT @ _____ = _____
(Gate Prices are in Addition to Overall Footage)
1-60" GATES @ 450 = 450
GATES @ _____ = _____
1 magnalatch = 100
PERMIT AND ENGINEERING FEES 350
TOTAL $ 4,000

ACCEPTANCE OF PROPOSAL
The prices, specifications and conditions are satisfactory and hereby accepted. Sonshine Fence Co. is authorized to do the work as specified. Payment will be made as follows:

50% DEPOSIT $ 2,900
CHECK # _____ DATE _____

BALANCE ON COMPLETION $ 1,100
CHECK # _____ DATE _____

Final Payment May Vary According to Actual Footage

Do not sign this Contract before you read it or if it contains any blank spaces

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

This Proposal VOID After _____ **Days**

50

This instrument prepared by:

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]

DRAINAGE AND UTILITY EASEMENT

THIS DRAINAGE AND UTILITY EASEMENT ("**Easement**") is made this 29th day of October, 2026, by **AVENIR COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with an address of Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410 (the "**Grantor**") in favor of **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company and its successors and/or assigns, with an address of 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 (the "**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants to Grantee a perpetual non-exclusive easement on, over, under, and across that certain real property located in Palm Beach County, Florida, which is owned by Grantor and is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Easement Area**") to install, operate, maintain, repair, replace and remove utility facilities (including but not limited to water and sewer facilities), and drainage facilities within the Easement Area. All rights, benefits and burdens created by this Easement shall run with title to the Easement Area and shall be binding upon Grantor and Grantee and their successors and assigns.

By acceptance hereof, Grantee agrees that Grantee shall be obligated to pay its proportionate share of the operation and maintenance costs associated with Grantor's stormwater drainage system (based upon the relative area of the stormwater lakes within the property connecting through the Easement Area as compared with the total area of the stormwater lakes within Grantor's entire stormwater drainage system) prior to Grantee connecting to Grantor's stormwater drainage system through the Easement Area.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has hereto set its hand and seal the day and year first above written.

Witnesses:

GRANTOR:

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

_____
Print Name:_____
Address:_____
_____

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

_____
Print Name:_____
Address:_____
_____

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of October, 2026, 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, on behalf of the District, who ☒ is personally known to me or who ☐ has produced _____ as identification.

_____
Notary Public – State of Florida

Notary Stamp/Seal:_____

EXHIBIT "A"

Easement Area

[See attached]

EXHIBIT "A"

DESCRIPTION:

BEING PORTION OF TRACT 0–27, AVENIR – POD 21, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138, PAGES 68 THROUGH 75 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 SOUTHWEST CORNER OF LOT 52 OF SAID AVENIR – POD 21, SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF SAID TRACT 0–27; THENCE SOUTH 88°34'05" EAST, ALONG THE NORTH LINE OF SAID TRACT 0–27, A DISTANCE OF 48.50 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 01°25'55" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 0–27; THENCE NORTH 88°34'05" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 48.50 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 01°25'55" EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,212.5 SQUARE FEET / 0.028 ACRES MORE OR LESS

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 S88°34'05"E, ALONG THE NORTH LINE OF TRACT 0–27, AVENIR – POD 21, AS RECORDED IN PLAT BOOK 138 PAGES 68 – 75 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 OCTOBER 20, 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.

NOT A SURVEY

SHEET 1 OF 3

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

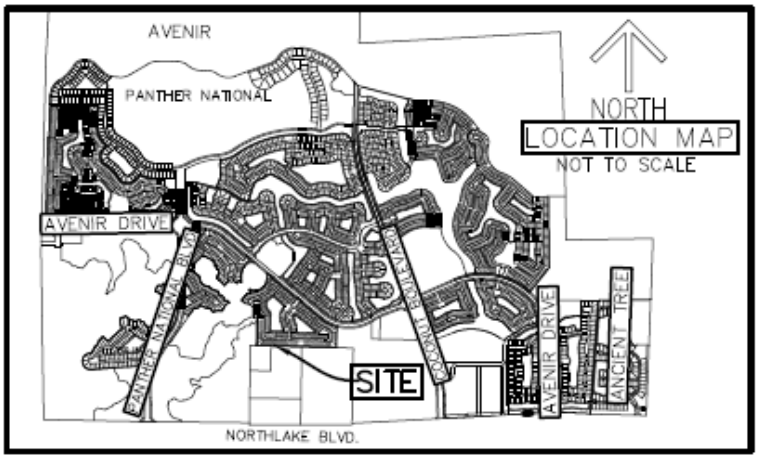
Digitally signed by Thomas W. Gritton
Date: 2026.10.20 14:49:29 -04'00'

THOMAS W GRITTON
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
LB 3591

DATE	10–20–2026
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

NORTHLAKE 62 AC OUT PARCEL–CDD EASEMENT–1
SKETCH OF DESCRIPTION

EXHIBIT "A"



NOT A SURVEY

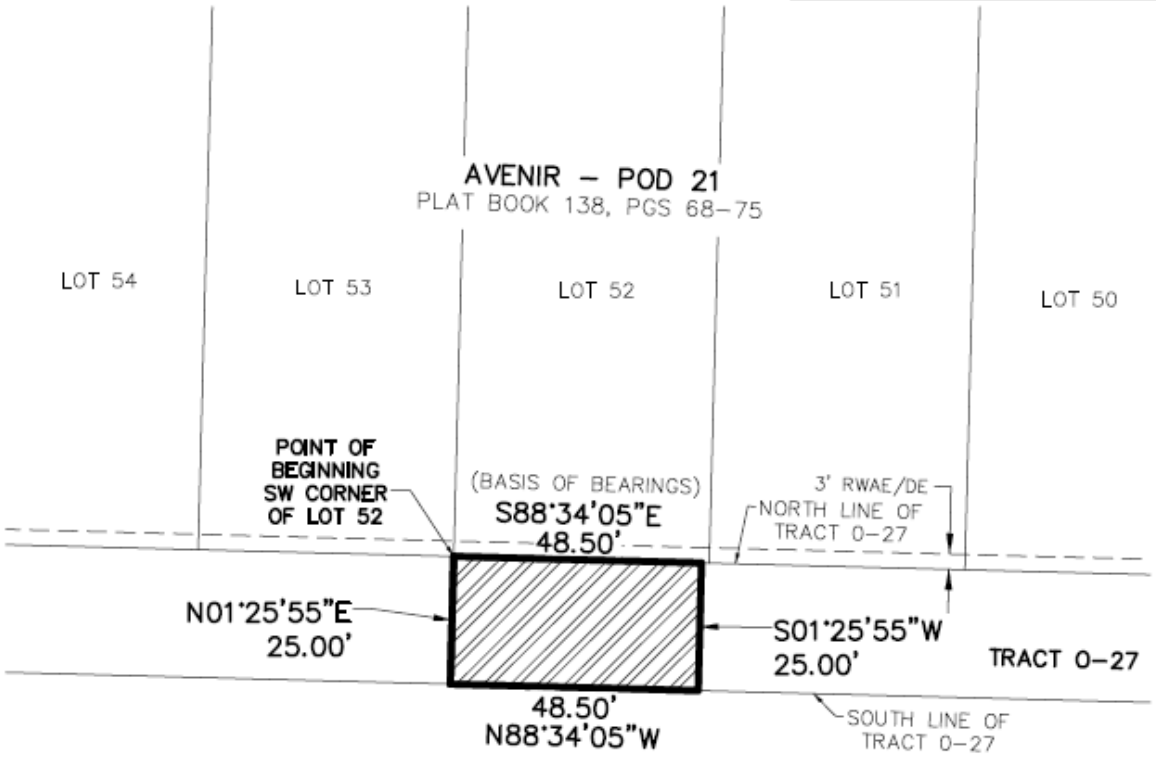
SHEET 2 OF 3

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

NORTHLAKE 62 AC OUT PARCEL–CDD EASEMENT–1
SKETCH OF DESCRIPTION

DATE	10–20–2026
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

EXHIBIT "A"



UNPLATTED PORTION OF THE SE 1/4 OF SECTION 16

LEGEND:

RWAE/DE – RETAINING WALL ACCESS AND DRAINAGE EASEMENT
PB – PLAT BOOK
PGS – PAGES
SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
UE – UTILITY EASEMENT
ORB – OFFICIAL RECORD BOOK
CDD – COMMUNITY DEVELOPMENT DISTRICT

GRAPHIC SCALE

0 15 30

(IN FEET)

1 INCH = 30 FT.

NORTH

NOT A SURVEY

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

NORTHLAKE 62 AC OUT PARCEL–CDD EASEMENT–1
SKETCH OF DESCRIPTION

DATE	10–20–2026
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

EXHIBIT "A"

DESCRIPTION:

BEING PORTION OF TRACT 0–27, AVENIR – POD 21, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138, PAGES 68 THROUGH 75 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 SOUTHEAST CORNER OF LOT 41 OF SAID AVENIR – POD 21, SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF SAID TRACT 0–27; THENCE SOUTH 88°34'05" EAST, ALONG THE NORTH LINE OF SAID TRACT 0–27, A DISTANCE OF 161.91 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 01°25'55" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 0–27; THENCE NORTH 88°34'05" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 161.91 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 01°25'55" EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,047.7 SQUARE FEET / 0.093 ACRES MORE OR LESS

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 S88°34'05"E, ALONG THE NORTH LINE OF TRACT 0–27, AVENIR – POD 21, AS RECORDED IN PLAT BOOK 138 PAGES 68 – 75 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 OCTOBER 20, 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.

NOT A SURVEY

SHEET 1 OF 3

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

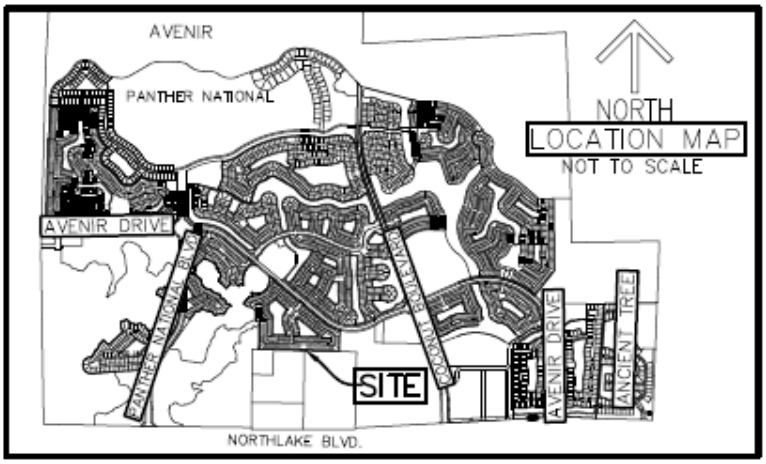
NORTHLAKE 62 AC OUT PARCEL–CDD EASEMENT–2
SKETCH OF DESCRIPTION

Digitally signed by Thomas W. Gritton
Date: 2026.10.20 14:50:08 -04'00'

THOMAS W GRITTON
REGISTERED LAND SURVEYOR NO. 7347
STATE OF FLORIDA
LB 3591

DATE	10–20–2026
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

EXHIBIT "A"



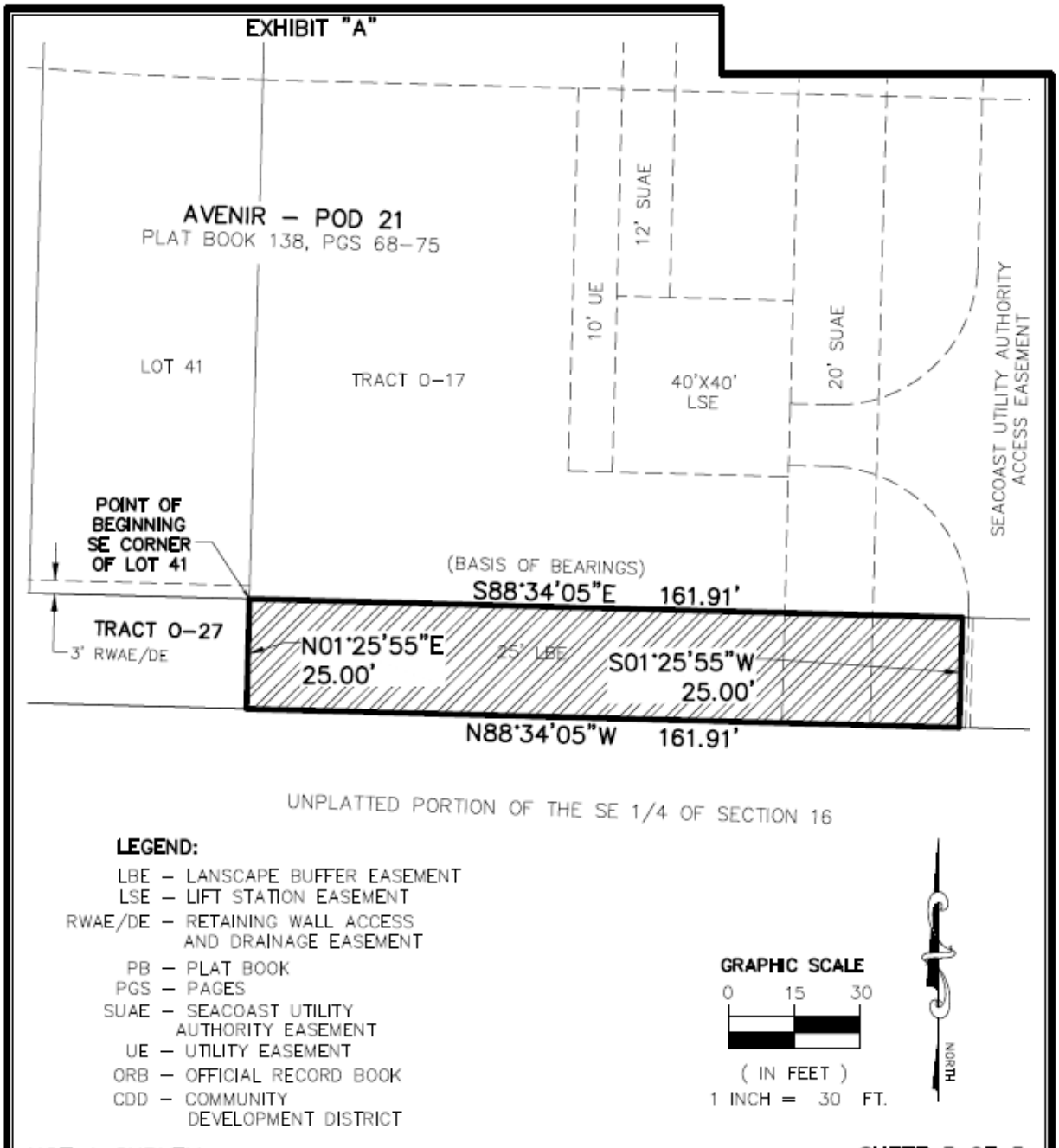
NOT A SURVEY

SHEET 2 OF 3

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

NORTHLAKE 62 AC OUT PARCEL–CDD EASEMENT–2
SKETCH OF DESCRIPTION

DATE	10–20–2026
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



NOT A SURVEY

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

NORTHLAKE 62 AC OUT PARCEL–CDD EASEMENT–2
SKETCH OF DESCRIPTION

DATE	10–20–2026
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

This Instrument Prepared by and Return to:
Name: Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
Address: 777 S. Flagler Drive, Suite 500
West Palm Beach, FL 33401

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this ____ day of _____, 2026, by the **CITY OF PALM BEACH GARDENS**, a municipal corporation of the State of Florida, whose mailing address is 10500 North Military Trail, Palm Beach Gardens, Florida, 33410 (the "**Grantor**"), to the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created and existing in accordance with Chapter 190, Florida Statutes ("**District**"), whose address is c/o Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410, and to **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company ("**Avenir**"), whose mailing address is 777 S. Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401 (together, District and Avenir are the "**Grantee**").

WITNESSETH: That Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a non-exclusive **EASEMENT**, over, upon, under, through and across that certain land situate in Palm Beach County, Florida, described in **Exhibit A** attached hereto (the "**Easement Area**").

THIS GRANT OF EASEMENT, as described herein, is to be used for the purpose of Grantee completing:

(i) any and all necessary environmental mitigation work with respect to the Easement Area in accordance with the Conservation Area Management Plan for the Easement Area ("**Mitigation Work**") and pursuant to South Florida Water Management District ("**SFWMD**") Environmental Resource Permits ("**ERP**") numbers 50-11383-P issued August 17, 2017 and 50-104323-P (Application No. 250724-55219) issued September 24, 2026 as amended from time to time and the United States Army Corps of Engineers Permit No. SAJ-2015-00146 (collectively the "**Mitigation Work Permits**");

(ii) the construction of any and all necessary improvements authorized for the installation of an outfall structure serving the Avenir stormwater management system for a project known as Avenir N-1 Conservation Area Control Structure WCS-11 with respect to the Easement Area in accordance with the Avenir Development N-1 Conservation Area Control Structure WCS-11 Plan for the Easement Area ("**Control Structure Work**") and pursuant to SFWMD ERP number 50-112931-P, Application No. 250122-49433 issued September 26, 2025, and SFWMD Notice General Permit No. 17727-R, Application No. 260420-63535 issued June 18, 2026 (collectively, the "**Control Structure Permits**"); and

(iii) the construction of any and all necessary improvements authorized for the installation of a stormwater management system for a roadway development project known as Coconut Boulevard

Extension, Avenir Connector Spine Road to SR710 with respect to the Easement Area in accordance with the Avenir Development Coconut Boulevard Extension Contract Plans for the Easement Area ("**Coconut Boulevard Extension Work**") and pursuant to SFWMD ERP number 50-110092-P, Application No. 230711-39370 issued May 17, 2024, and SFWMD Notice General Permit No. 17381-R, Application No. 230406-38212 issued July 22, 2025 (collectively, the "**Coconut Boulevard Permits**") (the Mitigation Work Permit, Control Structure Permits and Coconut Boulevard Permits are collectively referred to herein as the "**Permits**").

THIS GRANT OF EASEMENT shall be for a term commencing upon the date hereof and expiring upon Grantee's final completion of the Mitigation Work. Prior to Grantee's final completion of the Mitigation Work, Grantee shall be responsible for operation and maintenance, as required in the Permits, with respect to the Easement Area. Upon Grantee's final completion of the Mitigation Work, Grantor shall thereupon immediately assume all operation and maintenance responsibilities under the Permits, with respect to the Easement Area and Grantee shall have no further operation and maintenance responsibility with respect to the Easement Area. Within thirty (30) days following completion of the Mitigation Work, Grantee shall execute and record an Abandonment of Easement in the Public Records of Palm Beach County.

By acceptance and use of this **GRANT OF EASEMENT**, Grantee hereby agrees, to the extent permitted by law, to indemnify and hold Grantor 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 Grantee's use of this **GRANT OF EASEMENT**, except to the extent same are due to the negligence or intentional misconduct of Grantor or its successors or assigns. The obligations of the District under this paragraph shall not exceed the monetary limits on liability as set forth in Section 768.28, Florida Statutes. This provision shall survive the termination of this **GRANT OF EASEMENT.**

TO HAVE AND TO HOLD THE SAME unto the Grantee, its successors and assigns.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has hereto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

WITNESSES:

GRANTOR

CITY OF PALM BEACH GARDENS,
a municipal corporation of the State of Florida

_____
Print Name

By: _____
Address: _____ Print Name:
_____ Title:

_____
Print Name

Address: _____
_____

STATE OF FLORIDA }
}
COUNTY OF _____ } ss

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by _____, as _____ of City of Palm Beach Gardens, a municipal corporation of the State of Florida, and who is ( ) personally known to me or ( ) has produced _____ as identification.

Notary: _____
Print Name: _____
[NOTARY SEAL] Notary Public, State of Florida
My Commission Expires:

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

WITNESSES:

GRANTEE

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government

_____
Print Name

Address: _____
_____

By: _____
Print Name: Virginia Cepero
Title: Chair, Board of Supervisors

_____
Print Name

Address: _____
_____

STATE OF FLORIDA }
} ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by Virginia Cepero, as Chair 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 special district, and who is ( ) personally known to me or ( ) has produced _____ as identification.

Notary: _____
Print Name: _____
[NOTARY SEAL] Notary Public, State of Florida
My Commission Expires:

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

WITNESSES:

_____
Print Name

Address: _____
_____

_____
Print Name

Address: _____
_____

GRANTEE

AVENIR DEVELOPMENT, LLC,
a Florida limited liability company

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

STATE OF FLORIDA }
} ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by Rosa Eckstein Schechter, as Vice President of Avenir Development, LLC, a Florida limited liability company, on behalf of the company, and who is ( ) personally known to me or ( ) has produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My Commission Expires:

Exhibit A

Easement Area

This Instrument Prepared by:
Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive, Suite 500
West Palm Beach, FL 33401

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this ____ day of _____, 2026, by the **CITY OF PALM BEACH GARDENS**, a municipal corporation of the State of Florida, whose mailing address is 10500 North Military Trail, Palm Beach Gardens, Florida, 33410 ("**Grantor**" or "**City**"), to **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company ("**Avenir**"), whose mailing address is 777 S. Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401 and to the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created and existing in accordance with Chapter 190, Florida Statutes ("**District**"), whose address is c/o Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410 ("**Grantees**").

W I T N E S S E T H

WHEREAS, contemporaneously with the grant of this easement, Avenir granted a Special Warranty Deed to the CITY over the property described in Exhibit A (the "**Property**").

WHEREAS, Avenir Holdings, LLC obtained from the South Florida Water Management District ("**SFWMD**") Environmental Resource Permit ("**ERP**") number 50-11383-P (Application No. 160822-4 issued August 17, 2017) and from the United States Army Corps of Engineers Permit No. SAJ-2015-00146 issued May 25, 2018. Avenir Holdings, LLC assigned all rights and obligations in the Property and the Permits to Avenir Development, LLC. Modifications to the Permits were thereafter issued by the agencies in ERP numbers 50-102081-P and 50-104323-P; and SAJ-2015-00146 (MOD-KMM) Modification-01 (collectively the "**Existing Permits**").

WHEREAS, Avenir obtained from the SFWMD ERP number 50-104323-P (Application No. 250724-55219 issued December 15, 2020) as modified on September 24, 2026 (the "**Additional Permit**") (the Existing Permits and Additional Permit collectively referred to herein as the "**Permits**").

WHEREAS, the SFWMD utilized the Uniform Mitigation Assessment Method (UMAM) to determine the amount of mitigation needed to offset adverse impacts to wetlands and other surface waters authorized in the ERPs, together with modifications thereto (functional loss). UMAM was also utilized to determine the functional gain achieved by the mitigation and restoration proposed by and successfully completed by Avenir and to be completed by Grantees.

WHEREAS, the mitigation already completed by Avenir offsets all impacts authorized under the Permits.

WHEREAS, Grantees intend to conduct additional restoration activities on the Property, which are authorized in the Permits (**"Restoration Work")**. The functional gain from the additional Restoration Work exceeds the ERP mitigation requirements necessary to offset functional loss attributable to the activities authorized in the Permits ("**Additional Functional Gain**").

WITNESSETH: That Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants unto the Grantees, their successors and assigns, a non-exclusive **EASEMENT**, over, upon, under, through and across that certain land situate in Palm Beach County, Florida, described in **Exhibit A.**

THIS GRANT OF EASEMENT, as described herein, is to be used for the purpose of providing Grantees access and authority to complete Restoration Work in accordance with the Conservation Area Management Plan for the Property.

THIS GRANT OF EASEMENT, as described herein, is also for the purpose of providing Avenir the control of and rights to the Additional Functional Gain which will result from the additional Restoration Work. This includes:

a. The right for Avenir to utilize the Additional Functional Gain from restoration from the additional Restoration Work for other projects;
b. The right for Avenir to provide or assign, to third parties, the Additional Functional Gain; and
c. The right for Avenir to assign the easement access rights to third parties to enable the third parties to utilize the Additional Functional Gain.

THIS GRANT OF EASEMENT, as described herein, is also for the purpose of satisfying the documentation of Avenir's real property interest required in Rule 4.2.3(d), ERP Applicant's Handbook Volume I, necessary for Avenir to complete the Restoration Work described in the Permits and to utilize the Additional Functional Gain.

THIS GRANT OF EASEMENT shall be for a term commencing upon the date hereof and expiring upon Avenir's full utilization or assignment of all Additional Functional Gain.

The City agrees to cooperate and support any ERP modifications necessary to allow third party permittees to utilize the Additional Functional Gain, as may be required by the SFWMD.

By acceptance and use of this **GRANT OF EASEMENT**, Grantees hereby agree, to the extent permitted by law, to indemnify and hold Grantor 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 Grantees' use of this **GRANT OF EASEMENT**, except to the extent same are due to the negligence or intentional misconduct of Grantor or its successors or assigns. The obligations of the District under this paragraph shall not exceed the monetary limits on liability as set forth in Section 768.28, Florida Statutes. This provision shall survive the termination of this

GRANT OF EASEMENT.

TO HAVE AND TO HOLD THE SAME unto the Grantees, their successors and assigns.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has hereto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

WITNESSES:

_____
Print Name

Address: _____
_____

_____
Print Name

Address: _____
_____

GRANTOR

CITY OF PALM BEACH GARDENS,
a municipal corporation of the State of Florida

By: _____
Print Name:
Title:

STATE OF FLORIDA }
}
COUNTY OF _____ } ss

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by _____, as _____ of City of Palm Beach Gardens, a municipal corporation of the State of Florida, and who is ( ) personally known to me or ( ) has produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My Commission Expires:

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

WITNESSES:

_____
Print Name

Address: _____
_____

_____
Print Name

Address: _____
_____

GRANTEE

AVENIR DEVELOPMENT, LLC,
a Florida limited liability company

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

STATE OF FLORIDA }
} ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by Rosa Eckstein Schechter, as Vice President of Avenir Development, LLC, a Florida limited liability company, on behalf of the company, and who is ( ) personally known to me or ( ) has produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My Commission Expires:

WITNESSES:

GRANTEE

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government

_____
Print Name

Address: _____
_____

By: _____
Print Name: Virginia Cepero
Title: Chair, Board of Supervisors

_____
Print Name

Address: _____
_____

STATE OF FLORIDA }
} ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by Virginia Cepero, as Chair 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 special district, and who is ( ) personally known to me or ( ) has produced _____ as identification.

Notary: _____
Print Name: _____
Notary Public, State of Florida
My Commission Expires:

[NOTARY SEAL]

Exhibit A

Easement Area

CHANGE ORDER NO. 1

Date of Issuance:	October 21, 2026	Effective Date:	October 21, 2026
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**SPF UNDERGROUND UTILITIES, INC.** 1860 SW Fountainview Blvd Suite 100 Port St. Lucie, FL 34986	Contractor's Project No.:	N/A
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202040
Project:	**COCONUT BOULEVAR EXTENSION – STREET LIGHTS AND ELECTRIC BACKBONE**	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:

- (2) Additional directional bores = $63,000.00

Attachments:

- Exhibit "A" – change order with schedule of values provided by SPF Underground Utilities Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **$344,209.60**	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

Owner_____ Contractor_____

Contract Price prior to this Change Order: **$344,209.60**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ of this Change Order **$63,000.00**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$407,209.60**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 10/21/2026	By: _____ Avenir Community Development District By:_____ Date: _____	By: _____ SPF Underground Utilities Inc. By:_____ Date: _____

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

EXHIBIT “A”

Owner_____ Contractor_____

SPF UNDERGROUND
UTILITY SPECIALISTS · FLORIDA

CO #	DATE
99	10/13/2026

Subject: FPL Directional bores under the Golf Cart Pass/Bridge

CUSTOMER

Avenir Community Development District
Jason Pierman
2501-A Burns Road
Palm Beach Gardens, FL 33410

PROJECT

COCONUT BOULEVARD EXTENSION STREET LIGHTS & ELECTRIC BACKBONE
PROJECT #: Project 255
Coconut Boulevard Extension from the Avenir Pump Station to the Beeline Highway
Palm Beach Gardens, FL

6in. Feeder Directional bore	Qty	Price/Unit	Total
(2) 6" Directional bores @ 900' LF each = 1,800' LF			
6" Directional Bore	1,800	$35.00	$63,000.00

Subtotal	$63,000.00
Tax: Sales Tax (7%)	$0.00
Total	**$63,000.00**

REVISED BALANCE SUMMARY		
Original Contract Amount	$344,209.60	~~$343,993.60~~
Net Change by Previous Change Orders		$0.00
Contract Amount Prior to this Change	$344,209.60	~~$343,993.60~~
Amount of this Change Order		$63,000.00
Revised Contract Amount, Including this Change Order	$407,209.60	~~$406,993.60~~

CO #	DATE
99	10/13/2026

APPROVAL

This CO has been accepted on _____ by _____

Signature: _____

CHANGE ORDER NO. 5

Date of Issuance:	October 27, 2026	Effective Date:	October 27, 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 access and flood protections	$1,037,734.00
Bonds	$14,301.00
Phase Two access and flood protections	$1,052,035.00

- 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"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 0 to No. 4: **$3,378,956.33**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None

Contract Price prior to this Change Order: **$5,967,716.33**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ of this Change Order **$1,052,035.00**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$7,019,751.33**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 10/27/2026	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: 9/29/2026
To: Avenir Community Development District
Attn: Carlos Ballbe'
From: Centerline, Inc.

Project: **Avenir - Pod 21 Phase 2**

Roadway Proposal

*** {Based on plans by Ballbe' & Associates, Inc. - Bid Set, Issued 7/9/2026 (Plan sheets dated as follows: Sheet #'s 6 - 12, 14,15 dated 2/11/2026, sheet #13 dated 5/13/206, sheet #16 dated 5/11/2026)}.**
*** Proposal assumes suitable (sand) subsurface material exists for excavation & roadway construction. If unsuitable subsurface conditions exist, the costs may have to be re-evaluated.**
*** Due to the volatile material market, and the suppliers / subcontractors refusal to hold prices, any additional material / Subcontractor costs & mark-up incurred by Centerline at the time of material purchase will be passed along to the owner in the form of a change order prior to the purchase of said materials &/or entry of contract with subcontractors.**
*** Prices quoted are based on construction of the included scope in a continuous fashion. If any portion or scope is deleted, suspended &/or sub-phased, prices are subject to revision. A remobilization cost will be incurred & may be passed on.**
*** Prices quoted are based on construction in a continuous fashion. If any portion or scope is deleted, suspended &/or sub-phased, prices are subject to revision. A remobilization cost will be incurred & may be passed on accordingly as a result.**
*** NOTE: see contingency items and add accordingly if it is desired that CL carry these items.**
*** Excludes bollards.**
*** Excludes pole holds.**
*** Excludes Bond & Permits.**
*** Excludes lot certifications.**
*** Excludes clearing & grubbing.**
*** Excludes second lift of asphalt.**
*** Excludes roadway conduit crossings.**
*** Proposal assumes the site is a balance.**
*** Excludes paver-brick ADA ramps. Priced as, and assumed to be, ADA mats.**
*** Excludes top soil and/or sod on fire break access, 15' SUA easement &/or SUA turnaround.**
*** Excludes responsibility for existing utilities that are not properly marked in the field &/or on the plans.**
*** Exclude any clearing, grubbings, tree relocation, tree trimming, landscaping, grassing, sodding &/or tree protection.**
*** Excludes any paver-brick scope and any header curb or paver banding. Project is priced to pave through all five (5) isolated crosswalk paver-brick locations. All of these paver cross-walk locations will contain base rock to a depth of 12" for removal to bottom of paver-brick & paver placement by others at a later date.**
*** Excludes paver-brick & asphalt in the two (2) intersection locations (& associated crosswalks to those intersection locations). Locations will remain +/- 4" below grade for placement of paver-brick by others.**

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	$ 9,685.76	$ 9,685.76
2		CONSTRUCTION SURVEY (LAYOUT & ASBUILTS)	1	LS	$ 39,379.21	$ 39,379.21
3		DENSITY TESTING	1	LS	$ 10,171.88	$ 10,171.88
4		MAINTENANCE OF TRAFFIC	1	LS	$ 1,086.96	$ 1,086.96
		Total, General Conditions				**$ 60,323.81**
		Roadway & Concrete				
5		12" STABILIZED SUBGRADE, ALL REQUIRED AREAS	18180	SY	$ 6.56	$ 119,260.80
6		8" BASE MATERIAL, SPREAD, COMPACT, FINISH, PRIMED - **ROADWAY, PAVER-BRICK AREAS**	11235	SY	$ 19.60	$ 220,206.00
7		8" BASE MATERIAL, SPREAD, COMPACT, FINISH, PRIMED - ***SEACOAST UTILITY AUTHORITY EASEMENT AS IDENTIFIED ON SHEET PD-12, LEFT SIDE OF SHEET, DETAIL ON PD-16, LEFT**	1220	SY	$ 22.72	$ 27,718.40
8	**	8" BASE MATERIAL, SPREAD, COMPACT, FINISH, PRIMED - ***FIRE BREAK ACCESS ROADS AS IDENTIFED ON SHEETS PD-7, PD-12, PD-13. DETAIL ON SHEET PD-16, BOTTOM, MIDDLE, RIGHT**	410	SY	$ 23.89	$ 9,794.90
9		0.75" FDOT TYPE SP-9.5 1ST LIFT, ONE MOBILIZATION, **ROADWAY PAVING**	10700	SY	$ 8.50	$ 90,950.00
10	**	4" BASE MAT'L SPREAD, COMPACT, FINISH, PRIMED - ***MULTI USE PATH AS IDENTIFIED ON SHEET PD-12, LEFT SIDE OF SHEET, 'SECTION F-F-' ON SHEET PD-16, BOTTOM, LEFT**	1120	SY	$ 12.11	$ 13,563.20
11	**	1" FDOT TYPE SP-9.5 1ST LIFT, ONE MOBILIZATION - ***MULTI USE PATH AS IDENTIFIED ON SHEET PD-12, LEFT SIDE OF SHEET, 'SECTION F-F-' ON SHEET PD-16, BOTTOM, LEFT**	1000	SY	$ 22.00	$ 22,000.00
12		STABLIZED SUA TURNAROUND **(EXCLUDES TOP SOIL AND SOD)**	130	SY	$ 73.55	$ 9,561.50
13		TYPE 'F' CURB & GUTTER	130	LF	$ 38.76	$ 5,038.80
14		VALLEY GUTTER CURB	9640	LF	$ 22.50	$ 216,900.00
15		TYPE 'D' CURB	320	LF	$ 31.20	$ 9,984.00
16		4 INCH CONCRETE SIDEWALK (COMMON WALKS ONLY)	1940	SY	$ 75.26	$ 146,004.40
17		THICKENED EDGE SIDEWALK	490	LF	$ 26.74	$ 13,102.60
18	**	ADA RAMP DETECTABLE WARNING SURFACE - **(18 EACH): PD-7 (4), PD-8 (4), PD-9 (2), PD-10 (2), PD-11 (2), PD-13 (4)**	18	EA	$ 700.56	$ 12,610.08
19	**	MACHINE GRADE / FINE GRADE SITE - **FINAL RE-GRADING OF DISTURBED AREAS, BACK OF CURB TO R/W, POST ROADWAY, CURB & COMMON-AREA-S/W CONSTRUCTION**	1	LS	$ 12,000.00	$ 12,000.00
20		SIGNAGE AND TEMPORARY PAVEMENT MARKINGS	1	LS	$ 48,715.51	$ 48,715.51
		Total, Asphalt and Concrete				**$ 977,410.19**
		Project Total				**$ 1,037,734.00**
		Contingency Items				
1		BOND, PHASE 2 ROADWAY	1	LS	$ 14,301.00	$ 14,301.00
2		STOCKPILE EXCESS FILL MATERIAL AT A LOCATION WITHIN 1/2 MILE OF PROJECT, IF APPLICABLE. **REMOVAL FROM SITE BY OTHERS; OR TO BE PRICED, IF REQUIRED**.	1	CY	$ 2.50	$ 2.50

CHANGE ORDER NO. 24

Date of Issuance:	October 26, 2026	Effective Date:	October 26, 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:

Void Change Order #22	($536,399.00)
Earthwork operations Pod 11	$268,480.00
TOTAL CHANGE ORDER #24 =	($267,919.00)

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"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 1 to No. 23: **$16,856,310.29**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None

Contract Price prior to this Change Order: **$37,467,700.29**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[~~Increase~~] [~~D~~Decrease~~]~~ of this Change Order **($267,919.00)**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$37,199,781.29**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 10/26/2026	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_____

CHANGE ORDER NO. ~~21~~ 22

Date of Issuance:	February 25, 2026	Effective Date:	February 25, 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:

Additional Lake Excavation Pod 11	~~$414,088.00~~	$536,399.00

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"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 1 to No. 21: **$16,102,699.29**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None
Contract Price prior to this Change Order: **$36,714,089.29**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

Owner_____ Contractor_____

[Increase] ~~[Decrease]~~ of this Change Order ~~$414,088.00~~ $536,399.00	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: ~~$37,128,177.29~~ $37,250,488.29	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 02/25/2026	By: _____ Avenir Community Development District By: _____ Date: _____	By: _____ H and J Contracting, Inc. Jeremy Rury Vice President Date: 02/26/26 UPDATED: 05.05.26

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

H & J Contracting, Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

ORIGINALLY SENT: 01.23.26

To:	Avenir Development, LLC	**Contact:**	Manny Mato
Address:	550 Biltmore Way, Suite 1110	**Phone:**	
	Coral Gables, FL 33134	**Fax:**	
Project Name:	Avenir Pod 11-Lake Excavation True Up	**Bid Number:**	018-25
Project Location:	Avenir, Palm Beach Gardens, FL	**Bid Date:**	09/25/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Excavate Lake And Stockpile	163,116.00	CY	$3.50	$570,906.00
	200	Construction Layout And As-Built Survey	1.00	LS	$17,800.00	$17,800.00
	205	Silt Fence	5,900.00	LF	$1.50	$8,850.00
	210	Excavate Lake And Sell Fill (Royalty)	23,966.00	CY	($1.00)	($23,966.00)
	215	Lake Excavate And Stockpile	-23,966.00	CY	$3.50	($83,881.00)
	215	Machine Grading	1.00	LS	$4,390.00	$4,390.00
	220	Bahia Sod Lake Slope	14,100.00	SY	$3.00	$42,300.00

Total Bid Price: $536,399.00

Notes:
- Terms and conditions per existing contract.

BACK UP SUPPORT:
POD 11 ONSITE STOCKPILE REMAINING IN POD 11 TO BE USED IN POD 11
LD 61,500
FILL UTILIZED @ A DISCOUNT FOR COCONUT BLVD
LD 37,650 ← COCONUT
FILL REGAINING ROYALTY Credit
LD 23,966 — Credited getting back
165,116 CYS @ $3.50

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: Howell V. Long III

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 11 Phase 1 & 2 Mass Grading	**Bid Number:**	018-25
Project Location:	Avenir, Palm Beach Gardens	**Bid Date:**	10/28/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
General Conditions						
	100	Mobilization	1.00	LS	$12,500.00	$12,500.00
	101	Construction Layout And As-Built Survey	1.00	LS	$42,000.00	$42,000.00
					Total Price for above General Conditions Items:	**$54,500.00**
Site Prep And Mass Grading						
	120	Site Cut To Fill, Spread And Compact Stockpiled Fill	61,500.00	CY	$3.50	$215,250.00
	125	Import Fill From Avenir Stockpile Locations, Place And Compact	46,400.00	CY	$3.50	$162,400.00
	130	Machine Grade Rough	209,900.00	SY	$0.20	$41,980.00
	131	Machine Grade Fine	209,900.00	SY	$0.50	$104,950.00
	135	Credit For Fill (Short Hauled) To Coconut Extension	77,650.00	CY	($0.50)	($38,825.00)
	140	Credit For Fill Swap From Other Parcels Within Avenir	77,650.00	CY	($3.50)	($271,775.00)
					Total Price for above Site Prep And Mass Grading Items:	**$213,980.00**

Total Bid Price: $268,480.00

Notes:

- This proposal is based on plans and specifications prepared by BALLBE & ASSOCIATES entitled AVENIR POD 11 PHASE 1 dated 09/25/2025, and subject to the following provisions:
- This proposal is based on plans and specifications prepared by BALLBE & ASSOCIATES entitled AVENIR - POD 11 PHASE 2 dated 09/02/2025, and subject to the following provisions.
- The prices included herein do not include cost of payment and performance bonds, permits, engineering, or testing.
- Prices quoted do not include excavation or disposal of hardpan, rock, muck or other undesirable materials or backfill replacement for same with suitable fill material. If required, said work may be performed on an equipment rental basis.
- Any trees requested by Customer to remain after initial clearing operation will become the responsibility of Customer to protect, trim and relocate or remove (if required).
- Contractor not responsible for existing utilities not shown on plans.
- Cleaning or repairing of existing drainage system to be tied into with new construction is not included.
- Protecting, supporting or relocating any utility poles is not included.
- Unless otherwise indicated, in writing, this quotation expires thirty days from the date of quote. At the sole option of H & J Contracting, this quotation may be extended for additional period of time.
- Changes in labor classification, or assignment of work by anyone other than H & J, will establish a basis for renegotiation of prices set forth in this contract. At the sole option of H & J, this contract may be cancelled in the event that said changes occur.
- Unless otherwise agreed, any additional expense not covered by this quotation which is incurred by H & J as a result of utility conflicts, adverse weather, interruptions in work, or delays or damages caused by other contractors, will be borne by the customer.
- This contract shall govern in all cases of dispute unless other project documents are received and accepted in writing by H & J.
- Unless otherwise agreed herein, payment terms are net cash upon receipt of H & J's invoice. All monies not paid when due shall bear interest at the maximum rate allowed by law. Progress payments will be made on a monthly basis.
- If an agent and/or attorney is employed by H & J for collection of any delinquent payment(s), the customer agrees to pay, in addition to the service charge, all fees for the services of such agent and/or attorney (including but not limited to all fees and legal costs).
- This quotation and agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws. Venue of all proceedings shall be in Palm Beach County, or Broward County, Florida.

- This proposal is prepared based on utilizing standard heavy construction equipment and practices for excavations, infill, and compaction operations. If seismographic vibrations that may cause damage to adjacent structures are a concern, to the client, a geo-sonic monitoring company shall be employed by said client to monitor vibration activity on the project.
  If at any time it is determined that the vibration levels exceed an acceptable rate as determined by the monitoring firm, the construction activities will have to be re-evaluated, and alternate means and methods put into place. These means and methods may add to costs and may be cause for a change order request.
- Existing fill stockpiles at throughout Avenir have less valume than the credit being offered. H & J assumes risk that the volume deficit will be offset by fill generated in remaining parcels throughout Avenir. In exchange for assuming this risk, no further royalties will be due for fill H & J has taken ownership of or will take ownership of in the future. Further, if Avenir Development requires fill within Avenir and such fill exists within Avenir, H & J will sell back to Avenir Development for the same royalty fee of $3.50/CY, plus costs for loading, transport, spreading, compacting, and grading.

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

SMALL PROJECT AGREEMENT
(Pump Station Chain Link Fence Repair 2026)

THIS SMALL PROJECT AGREEMENT is made and entered into this 20th day of October, 2026 (the "Agreement"), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"),

and

JORGE GARCIA ALUMINUM & FENCE, LLC, a Florida limited liability company, whose principal and mailing address is, 4360 Royal Palm Beach Boulevard, West Palm Beach, Florida 33411 (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District desires to secure the services of a contractor to furnish all labor, materials, equipment, and services necessary to perform chain link repairs, including replacing damaged wire and PDS slats on the main entry gate, approximately 5-10 linear feet, and repairing the hinges and replacing damaged PDS slats on the small double gate, as more particularly detailed in Estimate No. 5292 dated September 30, 2026 (the "Proposal"), which Proposal is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Work as detailed in this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the Exhibits attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or his or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, and in Exhibit "A".

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work in a substantial, quality, and workmanlike manner.

F. Contractor shall perform all the work and provide all the labor required by and pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the work.

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

J. To the extent applicable to this Agreement, Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

K. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

N. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding

upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

O. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

SECTION 3. COMPENSATION.

Upon Contractor's completion of the Project described in this Agreement, District agrees to compensate the Contractor in a total amount not to exceed **ONE THOUSAND TWO HUNDRED AND 00/100 ($1,200.00) DOLLARS** (See Exhibit "A"). It is understood and agreed that District shall be responsible, at cost, for any permit fees required by Palm Beach County, the City of Palm Beach Gardens, or other governing entity or agency having jurisdiction thereof (if any).

Percentage of total sum	Amount	Description
Fifty Percent (50%) deposit	$600.00	Upon execution of this Agreement.
Fifty percent (50%) final payment	$600.00	Final Payment shall be contingent upon (i) permit closure, (ii) completion of the work of the Project, and (iii) the District's acceptance of the Project.

Payment of the final payment toward the contract amount set forth above will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, and any other applicable permitting agencies. Payment for any approved Additional Costs or approved Extra Work shall be made upon completion of the same and upon District's receipt and review of sufficient supporting documentation for such items. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule.

SECTION 4. EXAMINATION OF SITE. The Contractor agrees that he shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, monuments, other District structures, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the Contract Amount.

SECTION 5. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers'

Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

SECTION 6. TERM AND TIME FOR PERFORMANCE. This Agreement shall commence upon signature and shall continue until the scope of work described herein is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities, and no later than twenty (20) days from payment of the deposit hereunder. Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor, for such Additional Work, and the timeframe in which such Additional Work must be completed. This Agreement replaces any other Agreements for similar services between the District and Contractor.

SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible properly (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its officers, agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any

other statute.

SECTION 8. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 9. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. CANCELLATION/TERMINATION. The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior to Contractor's initiating work under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

SECTION 11. WARRANTY. The Contractor warrants its work against defects in materials or workmanship for a period of one (1) year from final acceptance by District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. The warranty herein is in addition to any manufacturer's warranties on the improvements, materials, or equipment installed as part of the Project, and as may be set forth in the Proposal.

SECTION 12. INSURANCE.

A. Contractor shall 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.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' 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 One Hundred Thousand and 00/100 Dollars ($100,000.00) per accident. Contractor shall 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.

2. 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:

a. Premises and Operations;
b. Independent Contractors;
c. Product and Completed Operations Liability;
d. Broad Form Property Damage; and
e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
f. Pollution Damage.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Avenir Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

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, 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 Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under 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 Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor 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 by certified mail, return receipt requested.

F. 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.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District 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.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 13. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless the requirements of subsection B of this section are satisfied.

SECTION 14. REMEDIES FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City or County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 15. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, Florida 33410 Attn: District Manager
With copy to:	**District Counsel** Billing Cochran, P.A. 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, Florida 33301 Attention: Michael J. Pawelczyk, Esq.
CONTRACTOR:	**Jorge Garcia Aluminum & Fence, LLC** 4360 Royal Palm Beach Boulevard West Palm Beach, Florida 33411 Attention: Jorge E. Garcia, Title Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 16. 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 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 Agreement term and following completion of the Agreement if the Contractor 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 Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District 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 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. Contractor 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 Contractor, the Contractor shall provide such records to the District 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 DISTRICT AT:**

SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922 EXT. 238
EMAIL: BBARBA@SDSINC.ORG

SECTION 17. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 18. ENTIRE AGREEMENT. This instrument, including its incorporated exhibits, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 19. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 20. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 21. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 22. CONFLICTS. To the extent that there is conflict with respect to any provisions of this Agreement or the Proposal, the provision of the main body of the Agreement shall govern over the Proposal.

SECTION 23. ACCEPTANCE OF PROPOSAL. District's acceptance of the Contractor's Proposal set forth in Exhibit "A" is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Project described in Exhibit "A".

SECTION 24. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Palm Beach County, Florida.

SECTION 25. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall 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 District 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 subsection.

SECTION 26. RESPONSIBLE VENDOR DETERMINATION. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

SECTION 27. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:

    1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.

    2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.

    3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

SECTION 28. CONVICTED VENDOR LIST. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public

entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 29. PROTECTION OF PROPERTY AND PUBLIC.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Work is being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Work, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

SECTION 30. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or 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(14), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above

ATTEST

Megan Bowden, Secretary

AVENIR COMMUNITY DEVELOPMENT DISTRICT

[redacted], Chairperson
Rosa Eckstein Schechter, Vice Chair

20 day of October, 2026

WITNESSES. (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.)

OSCAR E. PEREZ
[PRINT NAME OF WITNESS]

[PRINT NAME OF WITNESS]

(CORPORATE SEAL)

CONTRACTOR:

JORGE GARCIA ALUMINUM & FENCE, LLC, a Florida limited liability company

By: Jorge E. Garcia
Print name: Jorge E. Garcia
Title: owner

6 day of October, 2026

ROBERTA E AMADOR
Notary Public-State of Florida
Commission # HH 494014
My Commission Expires
June 11, 2028

Roberta E Amador
October 6, 2026

MADE WITH Scanner App

EXHIBIT "A"

PROPOSAL

ESTIMATE

J. GARCIA
ALUMINUM & FENCE

Prepared For

SDS Inc - Megan Bowden
26.83657, -80.24464, Avenir
Palm Beach Gardens, FL 33412
(561) 630-4922

Jorge Garcia Aluminum & Fence / Lic# U-19862

4360 Royal Palm Beach Blvd
West Palm Beach , Fl 33411
Phone: (561) 485-3372
Email: jorgegarciafence@gmail.com

Estimate # 5292
Date 09/30/2026

Description	Total
Chain Link Repairs Chain Link, 8’ tall, black. Replace damaged wire and PDS Slats on main entry gate, approximately 5-10 LF Repair hinges on small double gate, replace damaged PDS slats	$1,200.00

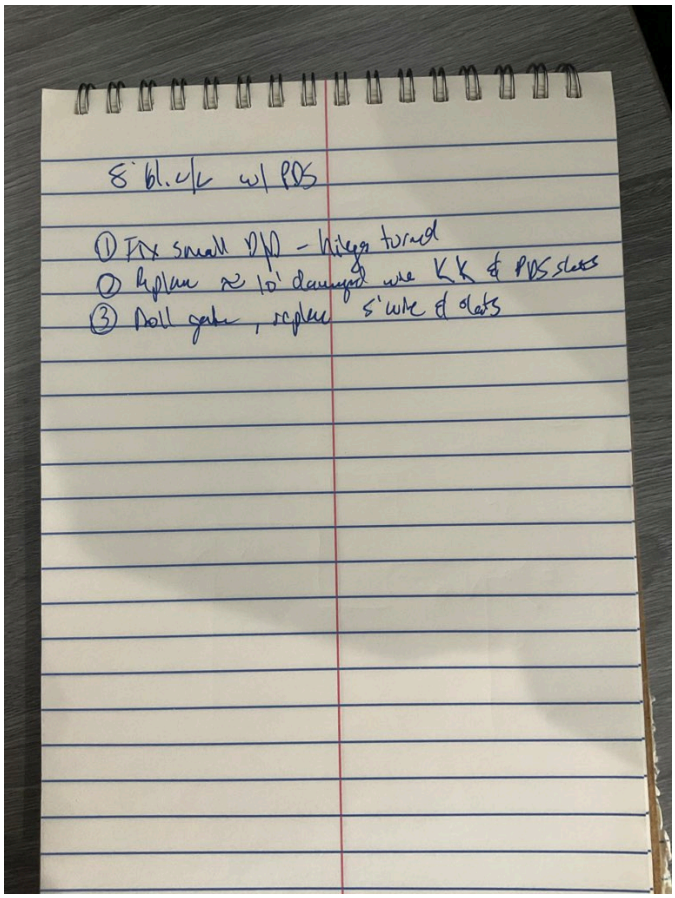
Subtotal	$1,200.00
Total	**$1,200.00**
Deposit Due	**$600.00**

** J Garcia Aluminum and Fence, LLC. is Not Responsible For Marking Water or Sprinkler Lines or Damage During Installation which needs to be Marked off by the Water and Sprinkler Company who installed them or HOA.

** Customers that need to clear out vegetation or trees are responsible for being ready upon confirmation of the installation date. If you are not ready when we arrive you will be charged a busted trip fee as per the contract.






8' bl. c/c w/ PDS
① Fix small DPD - hinges turned
② Replace ≈ 10' damaged wire KK & PDS sheets
③ Roll gaskets, replace 5' wire & clips

1. Lawn sprinkler systems are not covered under any warranty as we cannot visibly see or locate underground lines. We recommend you contact your HOA/Sprinkler Company that installed your sprinkler system to have the sprinkler lines marked on your property a few days prior to the day of your fence installation. The contractor shall not be held responsible for any damage caused to lawn sprinklers, etc., Including but not limited to water damage, wood rot, Roof damage, damage to patio flooring, etc. The buyer understands that the contractor is liable only to remove said obstacles to install the railing. Should damage occur, no refunds or back charges will be allowed.

2. Once installation holes are dug and filled with concrete, the excess dirt will not be able to be placed back into the holes. Any dirt, sand, gravel, or debris extracted from holes usually gets raked onto the fence line, as per customer preference, dirt can be left anywhere on the property as instructed by the customer.

3. Wood is a natural product; the wood used for fences is a rough grade; pressure-treated posts and rails; and standard pickets are pressure-treated pine. We also have a variety of cedar and pre-stained wood upon request for special orders; all wood products are natural wood products and will tend to warp, split, and crack as they dry out, as this is the property of wood. Also, as the wood is cut and stored on the ground, it may contract mold or mildew that will eventually flake away in sunlight. They are not free from imperfections, inconsistencies, or variations in color and texture; the wood used for fencing is not the same as furniture wood or kitchen cabinets. It is understood that it is a natural rough-grade product.

4. When installing any Balcony Railing, we are not responsible for any damages that may be done to an existing roof membrane, or any potential future filtrations, penetrations, or leaks due to disturbing or penetrating the existing roof membrane, balcony railings should be installed prior to paper roofing rubberized, or asphalt roof, and roof should be installed around the floor, plates, concealing the floor plates, and the screws, any railings installed onto existing roof will be the responsibility of the owner to have sealed after, on a replacement roof or existing wood, structure, or new roof, the balcony railing should be installed first and the roof should be installed afterward, covering the floor plates and screws on the balcony railing.

5. It is the customer's responsibility to keep any pets, livestock, or animals safe and out of the way of locations where fencing work is to be done. Jorge Garcia Aluminum and Fence is not in charge of protecting your animals or livestock. We will call you to schedule the day of installation, and it will be the customer’s responsibility to secure any pets, livestock, or animals before we arrive at your property.

6. When a fence is installed on artificial grass, the customer will be liable for any turf damage brought on by the fence installation. We must drive the fence posts into the ground, thus cutting through the turf. Any turf that has been cut for the posts will not be repaired by Jorge Garcia.

Cutting through the lawn is the only option for installing the fence.

7. On any pool fence installation that is 5 feet or less from the water's edge, the Pool Company must supply bonding wire to screw onto the fence and possibly on either side of gates as per Florida building code. This only applies to metal fences. This is not the responsibility of Jorge Garcia Aluminum Fence, nor the responsibility of the homeowner or owner's agents.

8. Customers that need to clear out vegetation or trees are responsible for being ready upon confirmation of the installation date. If you are not ready when we arrive, you will be charged a busted trip fee of $500.00.

9. Once the contract is signed, we cannot move any gates or fence sections to another area on the property without your estimator's approval. Changes may incur extra Permitting revision fees from the city/county that will be applied to your final invoice. In addition, there will be an extra installer trip charge of $500 for stopping the job and returning at a later date to install any new changes after the contract has been signed.

10. For the price stated, J Garcia Aluminum & Fence, LLC agrees to furnish all material and labor for the job described in front.

11. This proposal does not become a contract until accepted and signed by an officer of J Garcia Aluminum & Fence, LLC, and if not accepted, any payment will be returned.

12. Jorge Garcia Aluminum and Fence LLC is not liable to repair any damage after an Act of God, including hurricanes, hailstorms, tornadoes, lightning, flooding, etc.

13. No statement, warranty, implied or expressed, representation, or agreement, written or verbal, not appearing upon the face of this contract shall be binding upon the parties hereto.

14. J Garcia Aluminum & Fence, LLC expressly reserves or contractors, mechanics, and materials man's lien which may be assertive under any provision of law to secure payment of the contract price, and may assert and fix the same as lien upon the real property on which installation is made.

15. In the event payment on this contract is in force through attorneys or by suit or in bankruptcy or probate proceedings, J Garcia Aluminum & Fence, LLC shall recover, and the buyer hereby agrees to pay reasonable attorney fees and costs of court.

16. All balances become due and payable upon completion of work. All balances due under this contract shall bear interest of 18% per annum, and unless otherwise stated.

17. J Garcia Aluminum & Fence, LLC agrees to take reasonable steps to ensure the fulfillment of orders received, but performance is subject to delays or cancellations caused by war, accident, strikes, acts of God, storms, floods, fires, inability to secure labor or raw materials shortage, embargo, transportation shortage delays, government constrict conscription, priorities, and restrain, failure on the buyers part to give notice of requirements and/or proper measurements and other information and all other causes whether of the same or different class affecting the whole or any part of sellers obligation and hereunder.

18. The property owner agrees to supply electrical power and water at the job site.

19. J Garcia Aluminum & Fence, LLC, will retain the title until payment is full and the contract price has been made.

20. The price on the front of the estimate will be honored for 10 days, only at the seller's option.

21. Buyer must supply Jorge Garcia Aluminum & Fence LLC with a complete, clear, and legible survey.

22. It is agreed in the event of a typographical, mathematical, or human error, the parties hereby agree to immediately adjust same.

23. Jorge Garcia Aluminum & Fence LLC shall make any changes that, in his judgment, may be necessary while on the job site to install the materials properly and to code. All WR-1 and WR-2 aluminum fencing will step with grade unless otherwise noted on the face of this contract. For all other fencing, including aluminum, if the customer requests the fence to be level across the top, it must be written on the face of this contract.

24. Payment is due upon completion of installation, not at the time of inspection. Any balance not paid when due will void any warranty.

25. The buyer is responsible for any electrical work and permit to code. The buyer should be solely responsible for applying for and obtaining any permits, abstracts, surveys, engineering, or any legal matter whatsoever, or shall reimburse J. Garcia Aluminum & Fence, LLC for the same where applicable.

26. It is agreed between parties that in the event of a lawsuit the venue shall lie in Palm Beach County, Florida.

27. In the event this contract is signed by a corporation, the signer hereby agrees to guarantee

payment personally. **Item 27 of Contractor's Terms and Conditions shall not apply to this Agreement.**

28. J Garcia Aluminum & Fence, LLC will not be held responsible for damage that may occur to personal property which must be moved from the area of the job site unless caused by the negligence of the seller.

29. Once materials are delivered to the job site, the owner of the subject property shall be responsible for any laws thereto.

30. The buyer may cancel the transaction at any time before midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

31. In the event any additional work on modifications of the contract work is necessary due to conditions existing at the time construction commences which are unknown or obvious, or if the buyer makes changes to the contract, the seller reserves the right to charge the buyer the necessary sum to complete all additional work or to cancel this contract and receive payment for all work completed up to such time.

32. J Garcia Aluminum & Fence, LLC is not responsible for locating any underground utilities, pipe, wire, cable, sprinkler lines, etc.; however, we do call 811 to have underground utilities marked before digging. Sprinklers, propane lines, landscape lighting, and anything on the property not supplied by local utility companies are the owner's responsibility.

33. The contractor or owner must have property corners pinned and property lines staked for the railing to be installed.

34. A 3% convenience fee will be added to all credit card payments, including debit card transactions.

I/we have read all pages of the foregoing proposed contract and accept the same on the terms and conditions page as stated above.

Megan Bowden

SDS Inc - Megan Bowden

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

Proposal

W.O. Date: 10/01/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 196 - Add irrigation to exterior Wall of Windgate on Coconut Blvd.

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Install additional heads and bubblers for New plant material and Palms installed by Toll Brothers	Lump Sum	1.00	$650.00	$650.00
Labor to install all material		1.00	$1,200.00	$1,200.00
			Grand Total	**$1,850.00**

09/29/2026

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

Proposal

W.O. Date: 09/29/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 193 - Vehicle Damge on Avenir Dr. Just East of Panther Roundabout

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Faxahatchee Grass	3 gallon material	10.00	$18.00	$180.00
Green Buttonwood	3 gallon material	15.00	$18.00	$270.00
Grade and repair sod. Check Irrigation	Lump Sum	1.00	$450.00	$450.00
			Grand Total	**$900.00**

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

Proposal

W.O. Date: 10/15/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 198 - Replace two weeping Valves at Northlake Entrance

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace 1 inch valves and all corresponding fittings	Rebuild Valve Box	2.00	$350.00	$700.00
			Grand Total	**$700.00**

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

Proposal

W.O. Date: 10/01/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 195 - Bush Hog all locations for CDD--October 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
Bush Hog East side of Panther National up to New Community	Lump Sum	1.00	$925.00	$925.00
Bush Hog Swale that runs Parallel to the Publix Access Road	Lump Sum	1.00	$975.00	$975.00
Weedeat the Length of East Berm Aluminum Fence	Lump Sum	1.00	$650.00	$650.00
			Grand Total	**$3,825.00**

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 15th 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 **CARPENTER CONTRACTORS OF AMERICA, INC,** a Florida corporation, (herein called "Contractor") whose address is 3900 Avenue G N.W., Winter Haven, FL, ~~33134,~~ 33880 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 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"):

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 TB

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 **Nine Hundred Sixty-Three and 00/100 Dollars ($963.00**) 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 TB

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 TB

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 TB

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 TB_____

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 TB

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 TB_____

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 TB_____

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 TB_____

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 TB

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 TB

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 TB

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 TB

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 TB

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

Dated: 9/22/2026

CONTRACTOR
CARPENTER CONTRACTORS OF AMERICA, INC, a Florida corporation

By: Tom Bucaro
Name: Jim Cary
Title: President Florida Field Operations

Dated: 09/23/2026

Owner VC Contractor TB

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.
This proposal is subject to review and/or revision if not accepted within 5 days of the date of this proposal. These prices are guaranteed for 60days from the date of 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.

SPECIAL NOTES:

- Exposed overhang to be framed by others.

GENERAL NOTES:

- Base truss prices include valley trusses and hipcats.
- Roof truss loading bid at 40 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.

ATTACHMENT "B"
SCHEDULE OF VALUE

Invoiced upon Shipment

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.

Southern Hoss Fence Proposal - POD 21 Playground and Common Area Fencing

Issue date : Sep 02, 2026
Expiration : Dec 01, 2026

from
Southern Hoss
16209 Foxtail Court
Punta Gorda, FL 33982
United States
info@southernhoss.com -

Billed to
Avenir CDD Attention Isabel Moreira
550 Biltmore Way
Coral Cables, Florida 33134
United States

Description	Unit price	Type	Qty	Amount
4' Tall Black 2-Rail - Fence surrounding playground area Run 48" tall 2-rail black residential grade aluminum fence around perimeter of yard as outlined in survey.	$9,360.00	Service	1	**$9,360.00**
4' Tall Black 2-Rail Aluminum Fence around common area Run 48" tall 2-rail black residential grade aluminum fence around perimeter of yard as outlined in survey.	$10,440.00	Service	1	**$10,440.00**
5' Tall Black 3-Rail Aluminum Fence Run 60" tall 3-rail black commercial grade aluminum fence with rake bottom and traditional flat caps around perimeter of playground as outlined in site plan. Play ground fence 216' with (1) 6' wide gate and pool latch.	$12,862.00	Service	1	**$12,862.00**
Permit Permitting	$600.00	Service	1	**$600.00**
		Total net		**$33,262.00**

I. Lopez
9/9/26

Payment terms & conditions

$16,631.00 (ie 50%)	Upon signing the proposal	Deposit
$16,631.00 (ie 50%)		Final invoice

Bank transfer | Bank card | Check | Cash

Payment instructions and terms

Payment forms accepted:
- Cash
- Check (made payable to Southern Hoss)
- Zelle (hoss@southernhoss.com)
- Credit Card (standard fees apply)

PERMACAST
TWENTY YEARS

Permacast LLC State License #: CBC 1256823



Project Name: Avenir Pod 11
Project #: 9601
Proposal Number: 00007326
Quote Date: 2026-08-28 09:43:15

Permacast, LLC / Precast Wall Systems, Inc.
Contact Information

Primary Contact: Melissa Adams
Email: melissa@permacastwalls.com
Mobile: +1 7542456622

Contract Coordinator: Shannon Rhew
Email: shannon@permacastwalls.com
Phone: +1 888-977-9255
Mobile: +1 941-415-2538

Estimator: Andrew Spence
Email: andrew@permacastwalls.com
Mobile: +1 9414152559

Main Contact and Job Site Address

Contact Name: Keith O'Brien
Email: floridaselectbuilders@yahoo.com
Mobile: 561-239-5651

Job Site Street: Coconut Blvd
Job Site City: Palm Beach Gardens
Job Site State: FL
Job Site Zip: 33412
Job Site County: Palm Beach

Billing Information

Bill To: Avenir Community Development District

Project Line Items

Product Name	Description	Qty	Sales Price	Pricing Notes	Total Price
Retaining Wall	Furnish and Install 752' of 2.5'H RW. Includes painting of the wall one color only. Spray application applied on site after installation.	752.0	$81.00		$60,912.00
Columns 13" x 12"	Columns 13" x 12"	42.0		INCLUDED	
Column Caps 13" x 12"	Column Caps 13" x 12"	42.0		INCLUDED	
Retaining Wall	Furnish and Install 245' of 3.5'H RW. Includes painting of the wall one color only. Spray application applied on site after installation.	245.0	$81.00		$19,845.00
Columns 13" x 12"	Columns 13" x 12"	27.0		INCLUDED	
Column Caps 13" x 12"	Column Caps 13" x 12"	27.0		INCLUDED	
Equipment Rental	Job specific equipment required. (8K TH, Skidsteer)	1.0	$6,000.00		$6,000.00
Engineering Fee	Engineering fees cover base design only. Any required revisions or additional work will be an extra charge.	1.0	$4,000.00		$4,000.00
Permit Running Fee	Actual permit fees charged	1.0	$3,000.00		$3,000.00

	at cost via Change Order. Projects requiring multiple permits; first permit is $2,500. Permits 2 - 5 are $1,000 each. Each permit thereafter is $500 each. Prices are for electronic permitting only; hard copies subject to change.				
Material Production Deposit	Material Production Deposit of 50% due prior to material fabrication. To be invoiced upon contract execution.	1.0		Invoiced upon contract execution.	
			Quote Total		$93,757.00

Per LF base price is based on:

Wind Load	Exposure
160	C

If actual wind exposure rating is determined or required to be higher than originally estimated, the Buyer is responsible for any cost differences.

Scope of Services

1. Acceptance of this Proposal confirms that Permacast LLC's ("Permacast") scope of work, qualifications, exclusions, assumptions, pricing, and terms are incorporated into and made part of the final agreement.
2. This Proposal is not a lump sum agreement. Pricing is based upon the information and quantities provided to Permacast by the Buyer at the time of quotation. Any changes in quantities or scope shall be adjusted by Change Order.
3. Schedule is dependent upon permit issuance, pre-con walk, acceptance of site readiness by Permacast and availability of Permacast's schedule and crew. Permacast's acceptance of site readiness includes confirmation that adequate access and clear working space along the wall line are provided for crews and equipment.
4. Buyer is responsible for obtaining and paying for all required documents and fees necessary to secure the permit. Buyer shall also provide final surveys as needed for final inspections and permit closeout and shall be responsible for any fees incurred due to permit expiration.
5. No Line Item can be changed or removed without a mutually agreed Change Order. Cancellations incur a 50% termination fee. Any required modifications due to site conditions will result in additional charges.
6. Permacast is not responsible for site preparation. Buyer to provide staking and layout. Buyer must set stakes every 50 LF, mark bottom of wall elevations, and ensure minimum 25' clear, stable access to all wall locations the entire length of wall suitable for semi and concrete truck traffic required for installation.
7. Permacast will request underground locates, but we do not locate lines or cables. If we must dig to find buried utilities, extra charges will apply. Buyer is responsible for marking any new lines. Permacast will not be liable for unmarked or unknown lines on the property.
8. It is the sole responsibility of the Buyer to de-energize any powerlines that interfere with the legal installation of the wall. OSHA mandated clearances will be enforced, and this clause must be a part of all contracts.
9. Standard machinery includes Telehandler and Skid Steer only. Heavy equipment, concrete pumping, or traffic control is not included and will be charged separately.
10. Buyer must remove all trees, roots, underground utilities, and obstructions along the wall line. Permacast is not liable for unmarked damage.
11. Permacast reserves the right to terminate any future agreement for convenience if the project is unreasonably delayed due to the Customer's failure to ensure jobsite readiness or fulfill the responsibilities necessary for the performance of our work.
12. Foundation Sleeving or excavation is not included. If required due to poor soil or groundwater, additional fees apply. Dewatering is Buyer's responsibility.
13. Drainage materials like geo fabric, rock, or sand are not included. Buyer ensures soil compaction meets 2,000 p.s.f. and 95% compaction requirements.
14. Proposal includes one (1) mobilization for installation and one (1) mobilization for painting. Additional mobilization costs may apply. Each installation crew consists of three (3) team members.
15. Engineering fees cover base design only. Any required revisions or additional work will be an extra charge. Engineering provided by Permacast is proprietary and may not be used for any purpose outside this project, nor may it be issued to other vendors or contractors without Permacast's written approval. As-built drawings are not included. Samples and mockups are not included in this proposal but may be provided upon request for an additional fee.
16. Buyer must provide a concrete dumpster before mobilization. Any excess debris left on-site is Buyer's responsibility.
17. Buyer must provide an easily accessible, designated staging area for materials. Due to the size and weight of precast materials, any relocation of materials will be billed as an additional charge.
18. Buyer is responsible for all additional costs resulting from unexpected site conditions, such as hand-digging, drilling, or obstruction removal.

19. Painting crew requires 5 feet of clear space (walls 10'H and under) or 15 feet (walls over 10'H). Overspray on surrounding vegetation is acceptable. The wall must be pressure-washed before painting if Permacast is not allowed to paint in a timely manner. If Buyer declines painting, natural concrete may have patches, discoloration, and handling marks.
20. The finished face surface shall have no obvious imperfections other than minimal color and texture variations or evidence of repairs when viewed in good typical daylight illumination with the unaided naked eye at a 20 foot (6 M) viewing distance. Appearance of the surface shall not be evaluated when light is illuminating the surface from an extreme angle as this tends to accentuate minor surface irregularities. Buyer agrees that small surface holes caused by air bubbles ("bug holes"), normal concrete variations, normal form joint marks, minor chips, minor imperfections, surface finishes, minor waving, indentation, and exposed fibers will be considered acceptable. Buyer is aware that precast products have inherent imperfections and are not an architectural finish product. Columns shall have a smooth steel form finish, and hand float / trowel finish. Requirements exceeding the foregoing will incur additional costs. (PCI Guide Specifications - 2.9 Acceptability of Appearance).
21. Permacast does not guarantee color uniformity or matching if integral color is selected. Variations in color and hue are normal and may occur due to water content, admixtures, temperature, and weather. All such variations are acceptable, and we are not responsible for them.
22. All spaces between wall components are engineered to function as control joints which allow for the natural contraction and expansion of the various components in a controlled manner. These spaces will not be filled in.
23. The entire length of the project will be measured once the project is completed including extra columns or panel cuts. Final prices will be adjusted based upon these final measurements. All material returns will incur a 50% restocking fee of the original base linear foot cost plus the actual freight costs to return such material. No credit will be given for reductions of custom orders once the contract has been executed.
24. Site delays, remobilization, and downtime caused by Buyer or others will result in extra costs. Standby time for our crews will be billed at $700/hour.
25. No additional work will be performed without a change order. Each change order must be mutually agreed upon and executed by an authorized representative of Permacast and the Buyer. Permacast utilizes rapid production techniques.
26. Pricing set forth in this contract remains valid for ninety (90) days following the effective date. If the project has not commenced within ninety (90) days, the pricing set forth in the proposal is subject to reasonable adjustment based upon increased labor, shipping, and/or material costs.
27. Events beyond Permacast's control, including acts of God, severe weather, natural disasters, pandemics, government orders, labor disruptions, material shortages, transportation disruptions, or significant increases in carrier, freight, shipping, fuel, or logistics costs occurring after proposal or contract execution, may require equitable adjustments to schedule and pricing. If such an event occurs, Permacast will provide notice and reasonable documentation of the resulting cost or schedule impact.
28. Permacast may photograph the project for marketing purposes unless Buyer revokes permission in writing.
29. Final walkthrough required. Any issues must be noted at completion, or additional fees apply for remobilization.
30. Buyer indemnifies Permacast against damages, fines, and legal claims resulting from Buyer's negligence or contract violations.
31. Permacast is not liable for indirect, incidental, or consequential damages. Liability is limited to the fees paid by Buyer.
32. Any additional fees (e.g., safety training, background checks, required badging, taxes, bonds, job site access fees) will be billed via Change Order.
33. Permacast is a non-union Contractor. This proposal is based on the use of non-union labor only. Any requirement for union labor, union agreements, or union-related costs is expressly excluded.
34. Retainage must be paid within 30 days of project completion.
35. Standard warranty is one (1) year. Warranty claims will be addressed within 72 hours, with corrective action scheduled as needed.
36. In the event of a material breach of this Agreement, including non-payment, Permacast is entitled to recover reasonable attorney's fees and costs incurred before, during, and after litigation, including appeals and bankruptcy. All disputes shall be brought exclusively in Manatee County, Florida.
37. Buyer and Permacast are independent contractors; neither is responsible for the other's employees or obligations.

Terms:

- **Deposit is due upon execution of the scope. Engineering will not be ordered until the deposit is received. 33% for standard material or 50% for custom material.**
- Progress payments for delivered material and installed Wall due on invoice.
- Balance due on completion of the Project.
    - NOTE: Buyer recognizes that the construction industry is currently experiencing price and availability volatility with regard to the materials and freight costs. Because of market fluctuations, material and freight costs are subject to sudden and significant changes and firm prices cannot be obtained from suppliers. Therefore, if there is an increase in the actual cost of the products or freight charged to Permacast subsequent to the Effective Date, Permacast may increase the cost of the Proposal without the need for a written Change Order or amendment to the Agreement. Buyer agrees to such price increase.
    - An interest rate of 3% per month, prorated, will be applied to past due amounts.

TABLE A

Table A outlines the number of times each listed service is **included** in the quoted price. In the event of unforeseen situations requiring additional services or equipment, the rates outlined below will apply. Please note that any such additional costs would be discussed and mutually agreed upon prior to implementation.

Item Description	Allowance in Proposal	Pricing	Details
Hand digging will be a maximum of 48" deep and is only done when there is a conflict with utilities.	0	$500 for 24" $600 for 30" $700 for 36"	Per occurrence
Non-standard machinery needed due to utilities, cap rock, boulders, tree roots or other.	0	Price available as needed	Per instance
Sleeving required due to water intrusion/collapsing soils.	0	TBD at the time of need	Per occurrence
Concrete pumping or conveying.	0	$400	Per hour (4 hour minimum)
Site visits before installation.	1	$2,000	Per visit
Engineering / Pay App Certification or other site visit inspections.	0	$2,000	Per occurrence
Mobilization of installation crew.	1	$8,000	Per mobilization
Mobilization of painting crew.	1	$4,000	Per mobilization
Traffic Control	0	Price available as needed	Per day

IN WITNESS WHEREOF, the parties hereto have executed this Scope as of the Effective Date.

Permacast, LLC

By: _____

Name: Shannon L. Rhew

Title: Director of Sales Operations

Date: 9-24-2026

Buyer

By: Virginia Cepero

Name: Virginia Cepero

Title: Chair

Date: 9/23/26

PERMACAST
TWENTY YEARS

Internal Job #

_____

Please fill out and return to: Lisa Shumway at info@permacastwalls.com or mail to her attention at Permacast, LLC, 6015 21st Street E., Bradenton, FL 34203.

Contractor Name: Keith O'Brien, CGC

Address: Queens Road, Hutchinson Isalnd, FL 34949

Owner Name: Avenir Community Development District

Address: 550Biltmore Way, Suite 1110

Coral Gables, FL 33134

Project Address (physical address or property ID used for permitting):

12551 Avenir Dr, Situs

Palm Beach Gardens, FL 33134

Project Manager Name: Keith O'Brien, CGC

Telephone: 561.239.5651 **Email:** floridaselectbuilders@yahoo.com

Accounting Name: Isabel Moreira, Controller

Telephone: 305.447.7486 **Email:** ic@landstardevelopment.com

Billing Cycle: _____

Person who has the authority to approve change orders:

Name: Avenir CDD Board

Telephone: _____ **Email:** _____

Approval Limit: _____

Progressive Plastering, Inc.
3428 SW 15th Street
Deerfield Beach, FL 33442
CGC #016257

Proposal

9/16/2026	P11617

To:
Avenir CDD 550 Biltmore Way, Suite 1110 Coral Gables, FL 33134

Ship To
Pod 21 Common Areas Wall Mounted Bench & Planter Ridgewater Circle Palm Beach Gardens, FL 33412

P.O. No.	Terms	PROJECT ADDRESS

Description	Cost	Qty	U/M	Total
Application of bonding agent Installation of PVC cornerbead Application of 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				
Wall Mounted Bench	2,304.00	1		2,304.00
Raised Planter with Wall Mounted Bench	2,580.00	1		2,580.00

Thank you for your consideration of this proposal. We look forward to working with you.

Total $4,884.00

LICENSED AND INSURED

Approved

Phone #	Fax #	E-mail
954-596-1400	954-596-1410	admin@ProgressivePlastering.com

PALM BEACH Gardens

PLANNING AND ZONING DEPARTMENT *Permit Number:* _____

FINANCIAL RESPONSIBILITY FORM

The owner understands that all City-incurred professional fees and expenses associated with the processing of this application request are ultimately the responsibility of the owner. A security deposit shall be deposited in an interest-bearing account with any accrued interest to be retained by the City of Palm Beach Gardens.

The owner and/or designee shall be invoiced on a monthly basis for professional fees such as, but not limited to, consultant engineering services, legal services, advertising costs, and/or any other costs attributable to the processing of the permit for which the City incurred during the previous month. The owner and/or designee shall reimburse the City within ten (10) days from date of invoice. If payment is not received, the City may utilize the security deposit for re-imbursement purposes. **All activities related to the pending permit(s) will cease until any outstanding invoices are paid.**

The owner/designee further understands that transfer of this responsibility shall require a completed form, signed and notarized by the responsible party, and delivered to the City's Planning and Zoning Department if the name and/or address of the responsible party changes at anytime during the application review process.

Virginia Cepero
Owner signature

9/15/2026
Date

Virginia Cepero
Owner printed name

Property Control Number

DESIGNEE/BILL TO:

Avenir Community Development District

2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410

Designee Acceptance Signature: Virginia Cepero

NOTARY ACKNOWLEDGEMENT

STATE OF Florida COUNTY OF Miami Dade

I hereby certify that the foregoing instrument was acknowledged before me this 15th day of September, 2026, by Virginia Cepero. He or she is personally known to me or has produced _____ as identification.

Notary public signature

Eileen Valdes Jimenez
Printed name

EILEEN VALDES JIMENEZ
MY COMMISSION # HH 632534
EXPIRES: January 28, 2029

State of Florida at-large My Commission expires: January 28, 2029

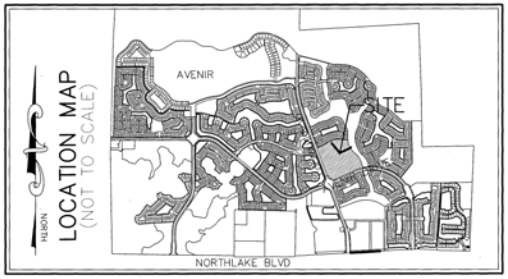
CFN 20240386857 PL BK 138 PG 99

20240386857

AVENIR – POD 11

BEING A REPLAT OF A PORTION OF PARCEL A–2, TOGETHER WITH ALL OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4 , AVENIR – POD 9, AS RECORDED IN PLAT BOOK 133 PAGE 140, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 10 AND 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024





99

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR RECORD AT 1:11 P. M.
THIS 12 DAY OF November A.D. 2024 AND DULY RECORDED IN PLAT BOOK 138 ON PAGES 99 THROUGH 106
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
BY: Rudy Lubrand
DEPUTY CLERK

SHEET 1 OF 8

CLERK

DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, OWNERS OF THE LAND SHOWN HEREON AS "AVENIR – POD 11", BEING A REPLAT OF A PORTION OF PARCEL A–2, TOGETHER WITH ALL OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4 , AVENIR – POD 9, AS RECORDED IN PLAT BOOK 133 PAGE 140, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT RBE4 , AVENIR – POD 9, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 133, PAGE 140, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID TRACT RBE4, NORTH 69° 28' 44" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 1079.47 FEET; THENCE, SOUTH 24° 28' 44" WEST FOR A DISTANCE OF 56.57 FEET; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 145.03 FEET; THENCE, SOUTH 65° 31' 16" EAST FOR A DISTANCE OF 56.57 FEET; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 152.06 FEET; THENCE, NORTH 71° 06' 45" EAST FOR A DISTANCE OF 92.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16° 45' 14", HAVING A RADIUS OF 1096.27 FEET, HAVING AN ARC DISTANCE OF 320.56 FEET, AND WHOSE LONG CHORD BEARS NORTH 62° 46' 51" EAST FOR A DISTANCE OF 319.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 42° 37' 39", HAVING A RADIUS OF 936.59 FEET, HAVING AN ARC DISTANCE OF 696.81 FEET, AND WHOSE LONG CHORD BEARS NORTH 74° 31' 20" EAST FOR A DISTANCE OF 680.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10° 58' 47", HAVING A RADIUS OF 1516.56 FEET, HAVING AN ARC DISTANCE OF 290.62 FEET, AND WHOSE LONG CHORD BEARS SOUTH 87° 58' 57" EAST FOR A DISTANCE OF 290.18 FEET TO THE BEGINNING OF A NON–TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 50° 25' 50", HAVING A RADIUS OF 816.87 FEET, HAVING AN ARC DISTANCE OF 718.99 FEET, AND WHOSE LONG CHORD BEARS SOUTH 28° 56' 08" EAST FOR A DISTANCE OF 696.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33° 02' 49", HAVING A RADIUS OF 680.54 FEET, HAVING AN ARC DISTANCE OF 392.52 FEET, AND WHOSE LONG CHORD BEARS SOUTH 36° 50' 23" EAST FOR A DISTANCE OF 387.10 FEET; THENCE, SOUTH 17° 24' 16" EAST FOR A DISTANCE OF 362.95 FEET TO THE BEGINNING OF A NON–TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10° 52' 36", HAVING A RADIUS OF 1790.00 FEET, HAVING AN ARC DISTANCE OF 339.80 FEET, AND WHOSE LONG CHORD BEARS SOUTH 71° 30' 21" WEST FOR A DISTANCE OF 339.29 FEET; THENCE, SOUTH 66° 04' 03" WEST FOR A DISTANCE OF 992.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 140.00 FEET, HAVING AN ARC DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24° 45' 21", HAVING A RADIUS OF 210.00 FEET, HAVING AN ARC DISTANCE OF 90.49 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 140.00 FEET, HAVING AN ARC DISTANCE OF 144.29 FEET; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 67.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 52.420 ACRES MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACT "R", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR – POD 11 NEIGHBORHOOD ASSOCIATION, INC, ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE ACCESS, ROADWAY, PARKING, SIDEWALK, DRAINAGE, SIGNAGE, GATE, UTILITY AND RELATED PURPOSES, SAID TRACT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. AN EASEMENT OVER TRACT "R" AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNER, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

2. TRACTS "RW1" AND "RW2", AS SHOWN HEREON, ARE HEREBY RESERVED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROADWAY, DRAINAGE, UTILITY AND RELATED PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITH RESPECT TO TRACTS RW1 AND RW2. AN EASEMENT OVER TRACTS RW1 AND RW2 AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

3. TRACT "W", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR MAINTENANCE, STORM WATER MANAGEMENT AND DRAINAGE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

4. TRACT "LM", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO THE ADJOINING STORM WATER MANAGEMENT TRACT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES AND LANDSCAPING MAY BE PERMITTED WITHIN SAID TRACT AS APPROVED BY OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.

5. TRACTS "PARK 1", "PARK 2" AND "PARK 3" AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR – POD 11 NEIGHBORHOOD ASSOCIATION, INC, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, MAIL KIOSK, PARKING, PARK, PLAYGROUND, SIDEWALKS AND RECREATIONAL PURPOSES, ALONG WITH THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF DRAINAGE LINES THEREIN, AND AND THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

6. TRACTS "O–1" THROUGH "O–18", INCLUSIVE, AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR – POD 11 NEIGHBORHOOD ASSOCIATION, INC, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, LANDSCAPING, SIDEWALKS, SIGNAGE AND OTHER STRUCTURES, DRAINAGE AND UTILITY PURPOSES, AND FOR ACCESS TO THE ADJOINING STORM WATER MANAGEMENT TRACTS BY THE AVENIR COMMUNITY DEVELOPMENT DISTRICT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATIONS THEREOF, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

7. TRACTS "RBE1" AND "RBE2", AS SHOWN HEREON ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, BUFFER, DRAINAGE, LIGHTING AND UTILITY PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

8. 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.

9. THE SEACOAST UTILITY AUTHORITY EASEMENTS, AS SHOWN HEREON, AND DESIGNATED AS "SUAE", ARE HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

10. THE LANDSCAPE BUFFER EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "LBE", ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENCUMBERED BY SAID EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES MAY BE PERMITTED WITHIN THE LANDSCAPE BUFFER EASEMENTS AS APPROVED OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.

11. YARD DRAINAGE EASEMENT, AS SHOWN HEREON, AND DESIGNATED AS "YDE", IS HEREBY DEDICATED TO AVENIR – POD 11 NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF YARD DRAINAGE AND UTILITIES AND FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATIONS THEREOF, AND ARE THE PERPETUAL OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

INFORMATIONAL NOTE: THE FOLLOWING RELATES TO ROADWAYS WITHIN AVENIR WHICH ARE LOCATED OUTSIDE OF THIS PLAT BUT MAY PROVIDE ACCESS TO THE PROPERTY WITHIN THIS PLAT: AVENIR DRIVE (A/K/A SPINE ROAD 4, SA/SB, AND 7 ON THE AVENIR PCD MASTER PLAN), COCONUT BOULEVARD (A/K/A SPINE ROAD 1,2 AND 3 ON THE AVENIR PCD MASTER PLAN), AND PANTHER NATIONAL BOULEVARD (A/K/A SPINE ROAD 6 AND 8 ON THE AVENIR PCD MASTER PLAN) ARE DEDICATED FOR PUBLIC ACCESS AND RIGHT–OF–WAY USE IN PERPETUITY. ACCORDINGLY, TRAVEL ON AND ACCESS TO AVENIR DRIVE, COCONUT BOULEVARD, AND PANTHER NATIONAL BOULEVARD SHALL NOT BE IMPEDED, LIMITED, OR RESTRICTED IN ANY MANNER OR FASHION WHATSOEVER.

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY.
STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS 7th DAY OF October, 2024.

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY.

WITNESS: Russel Cruz
PRINT NAME

BY: MANUEL M. MATO
PRESIDENT

WITNESS: Eileen Valdes Ybarra
PRINT NAME

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY.
ACKNOWLEDGEMENT:
STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X PHYSICAL PRESENCE OR ___ ONLINE NOTARIZATION, THIS 7th DAY OF October, 2024, BY MANUEL M. MATO, PRESIDENT, ON BEHALF OF AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS X PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 7th DAY OF October, 2024.

MY COMMISSION EXPIRES: Michel Kay
NOTARY PUBLIC

COMMISSION NUMBER: Michel Kay
PRINT NAME

AVENIR DEVELOPMENT, LLC

AVENIR DEVELOPMENT, LLC
NOTARY

TITLE CERTIFICATION:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, TYRONE T. BONGARD, ESQ., A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON, AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: Sept. 27, 2024

TYRONE T. BONGARD, ESQ.
ATTORNEY AT LAW
FLORIDA BAR #649295
FOR THE FIRM OF GUNSTER, YOAKLEY & STEWART, P.A.

SURVEY NOTES:

1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.

2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PALM BEACH GARDENS ZONING REGULATIONS.

3. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.

4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID EAST LINE HAVING A PLAT BEARING OF SOUTH 66°04'03" WEST.

5. LINES INTERSECTING CURVES ARE NON–RADIAL UNLESS SHOWN OTHERWISE.

6. "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

7. ALL INSTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ACCORDING TO SEC. 177.091(7), F.S. HAVE BEEN PLACED AND PERMANENT CONTROL POINTS (P.C.P.'S) ACCORDING TO SEC. 177.091(8) WILL BE PLACED AS REQUIRED BY LAW AND THAT MONUMENTS AND PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF PALM BEACH GARDENS FOR THE REQUIRED IMPROVEMENTS; AND FURTHER, THAT THE PLAT AND SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, PLATTING, FLORIDA STATUTES, AS AMENDED.

SEPTEMBER 27, 2024

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
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

NOT A CERTIFIED COPY

100

AVENIR – POD 11

BEING A REPLAT OF A PORTION OF PARCEL A-2, TOGETHER WITH ALL OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4 , AVENIR – POD 9, AS RECORDED IN PLAT BOOK 133 PAGE 140, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 10 AND 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024

TABULAR DATA:
ZONING: MIXED USE PLANNED UNIT DEVELOPMENT
FUTURE LAND USE DESIGNATION: MIXED USE

TABULAR DATA	ACRES
RESIDENTIAL LOTS	30.352
TRACT R	8.103
TRACT Rw1	0.183
TRACT Rw2	0.096
TRACT RBE1	0.741
TRACT RBE2	0.681
TRACT PARK 1	0.752
TRACT PARK 2	0.507
TRACT PARK 3	0.414
TRACT W	5.593
TRACT LM	2.106
OPEN SPACE TRACT 1	0.286
OPEN SPACE TRACT 2	0.058
OPEN SPACE TRACT 3	0.057
OPEN SPACE TRACT 4	0.624
OPEN SPACE TRACT 5	0.048
OPEN SPACE TRACT 6	0.048
OPEN SPACE TRACT 7	0.385
OPEN SPACE TRACT 8	0.096
OPEN SPACE TRACT 9	0.108
OPEN SPACE TRACT 10	0.032
OPEN SPACE TRACT 11	0.527
OPEN SPACE TRACT 12	0.038
OPEN SPACE TRACT 13	0.134
OPEN SPACE TRACT 14	0.060
OPEN SPACE TRACT 15	0.104
OPEN SPACE TRACT 16	0.139
OPEN SPACE TRACT 17	0.101
OPEN SPACE TRACT 18	0.047
TOTAL AREA THIS PLAT	52.420

AVENIR COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY THE CHAIRMAN OF ITS BOARD OF SUPERVISORS, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO, THIS 7TH DAY OF October, 2024.

WITNESS
PRINT NAME Eileen Valdés Jimenez

AVENIR COMMUNITY DEVELOPMENT DISTRICT
BY: VIRGINIA CEPERO
CHAIRMAN

WITNESS
PRINT NAME Susel Cruz

AVENIR COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ✓ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, THIS 7TH DAY OF October, 2024, BY VIRGINIA CEPERO, CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, WHO IS ✓ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 7TH DAY OF October, 2024.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
Michele Ray
PRINT NAME

COMMISSION NUMBER: _____

AVENIR COMMUNITY DEVELOPMENT DISTRICT

AVENIR COMMUNITY DEVELOPMENT DISTRICT NOTARY

AVENIR – POD 11 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR – POD 11 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON AND HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS 7TH DAY OF October, 2024.

WITNESS
Susel Cruz

AVENIR – POD 11 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.
BY: MANUEL M. MATO
PRESIDENT

WITNESS
Eileen Valdés Jimenez

AVENIR – POD 11 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT: ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ✓ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, THIS 7TH DAY OF October, 2024, BY MANUEL M. MATO, PRESIDENT, ON BEHALF OF AVENIR – POD 11 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, WHO IS ✓ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 7th DAY OF October, 2024.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
Michele Ray
PRINT NAME

COMMISSION NUMBER: _____

AVENIR – POD 11 NEIGHBORHOOD ASSOCIATION, INC.

AVENIR – POD 11 NEIGHBORHOOD ASSOCIATION, INC. NOTARY

CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS 7TH DAY OF November, 2024.

BY: _____
CHELSEA REED
MAYOR

ATTEST: _____
PATRICIA SNIDER, CMC
CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS 7TH DAY OF November, 2024.

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 16TH DAY OF OCTOBER, 2024.

PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS6889

CITY OF PALM BEACH GARDENS

CITY OF PALM BEACH GARDENS ENGINEER

REVIEWING SURVEYOR

NOT A CERTIFIED COPY

AVENIR – POD 11

BEING A REPLAT OF A PORTION OF PARCEL A-2, TOGETHER WITH ALL OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4 , AVENIR – POD 9, AS RECORDED IN PLAT BOOK 133 PAGE 140, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 10 AND 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

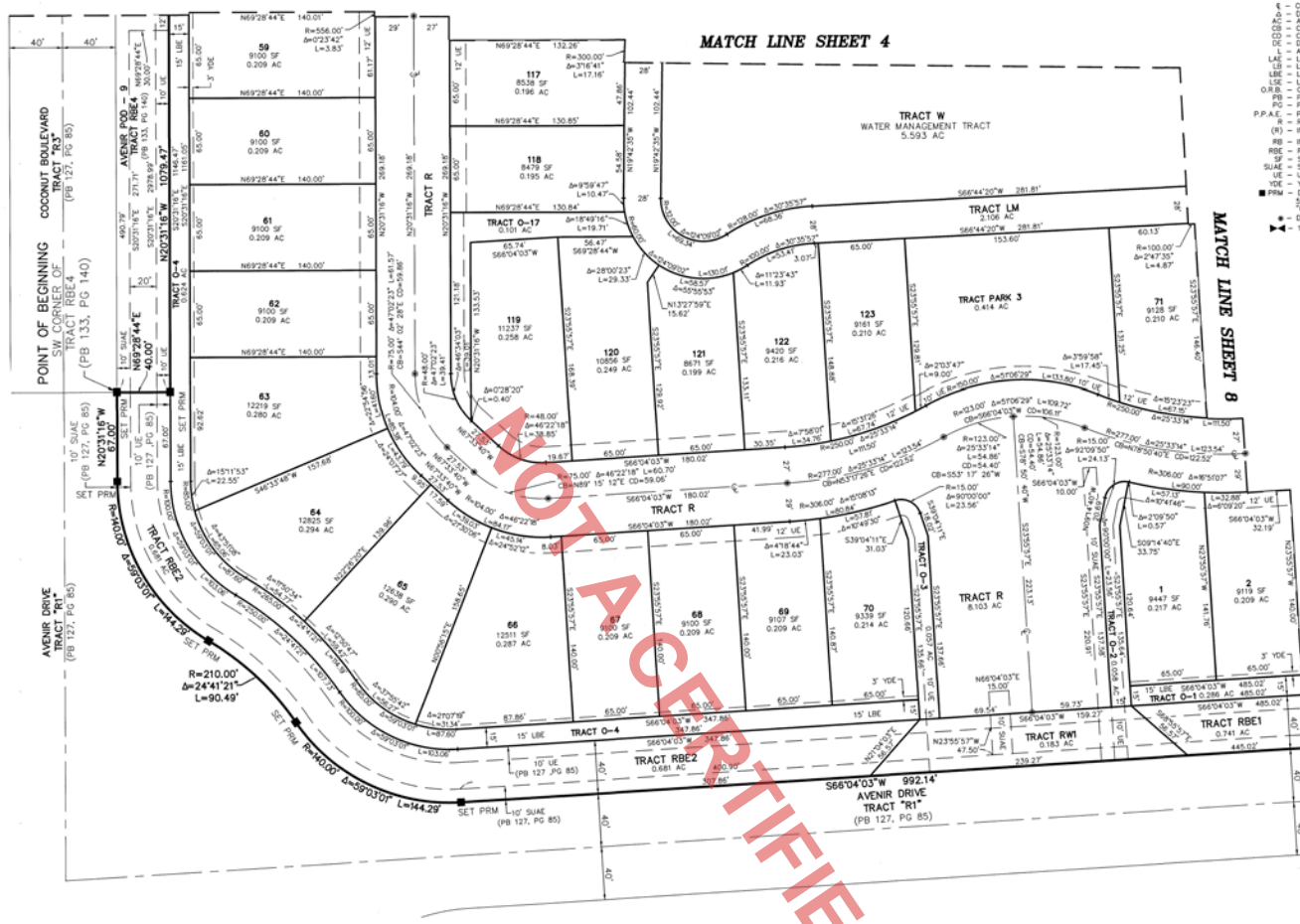
THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024

101

NORTH

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FEET

LEGEND/ABBREVIATIONS
℄ – CENTERLINE
Δ – DELTA (CENTRAL ANGLE)
AC's – ACRES
CB – CHORD BEARING
CD – CHORD DISTANCE
DE – DRAINAGE EASEMENT
L – ARC LENGTH
LAE – LIMITED ACCESS EASEMENT
LB – LICENSED BUSINESS
LBE – LANDSCAPE BUFFER EASEMENT
LSE – LIFT STATION EASEMENT
O.R.B. – OFFICIAL RECORD BOOK
PB – PLAT BOOK
PG – PAGE
P.P.A.E. – PERPETUAL PUBLIC ACCESS EASEMENT
R – RADIUS
(R) – INDICATES RADIAL LINE
RB – INDICATES RADIAL BEARING
RBE – ROADWAY BUFFER EASEMENT
SF – SQUARE FEET
SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
UE – UTILITY EASEMENT
YDE – YARD DRAINAGE EASEMENT
■ PRM – DENOTES PERMANENT REFERENCE MONUMENT 5/8" IRON ROD WITH CAP STAMPED "C&W PRM LB 3591"
● – DENOTES PERMANENT CONTROL POINT
◥◤ – 1/4 SECTION CORNER



NOT A CERTIFIED COPY

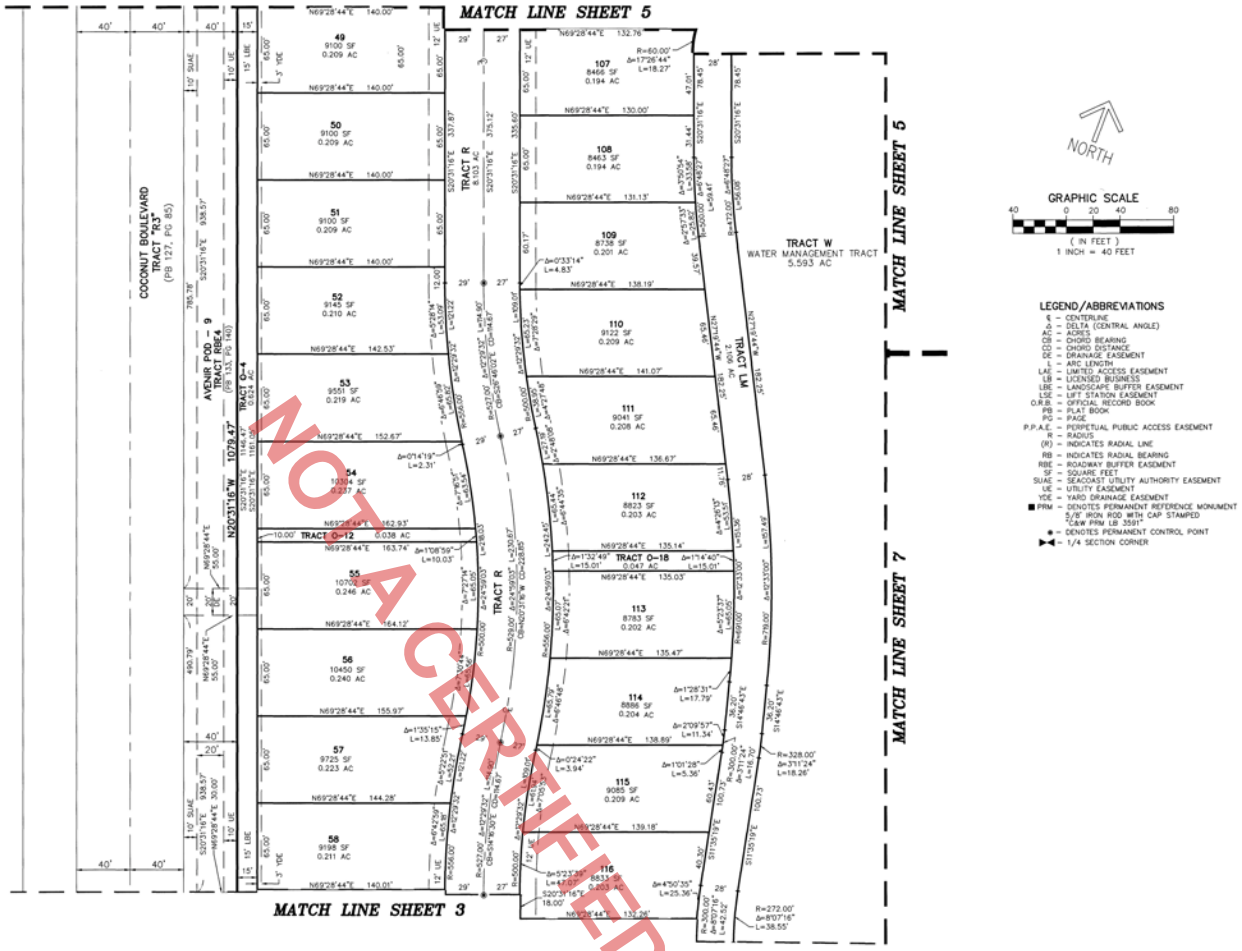
AVENIR – POD 11

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THIS INSTRUMENT PREPARED BY
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SEPTEMBER 2024

102





LEGEND/ABBREVIATIONS

℄ – CENTERLINE
Δ – DELTA (CENTRAL ANGLE)
AC – ACRES
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● – DENOTES PERMANENT CONTROL POINT
▶◀ – 1/4 SECTION CORNER

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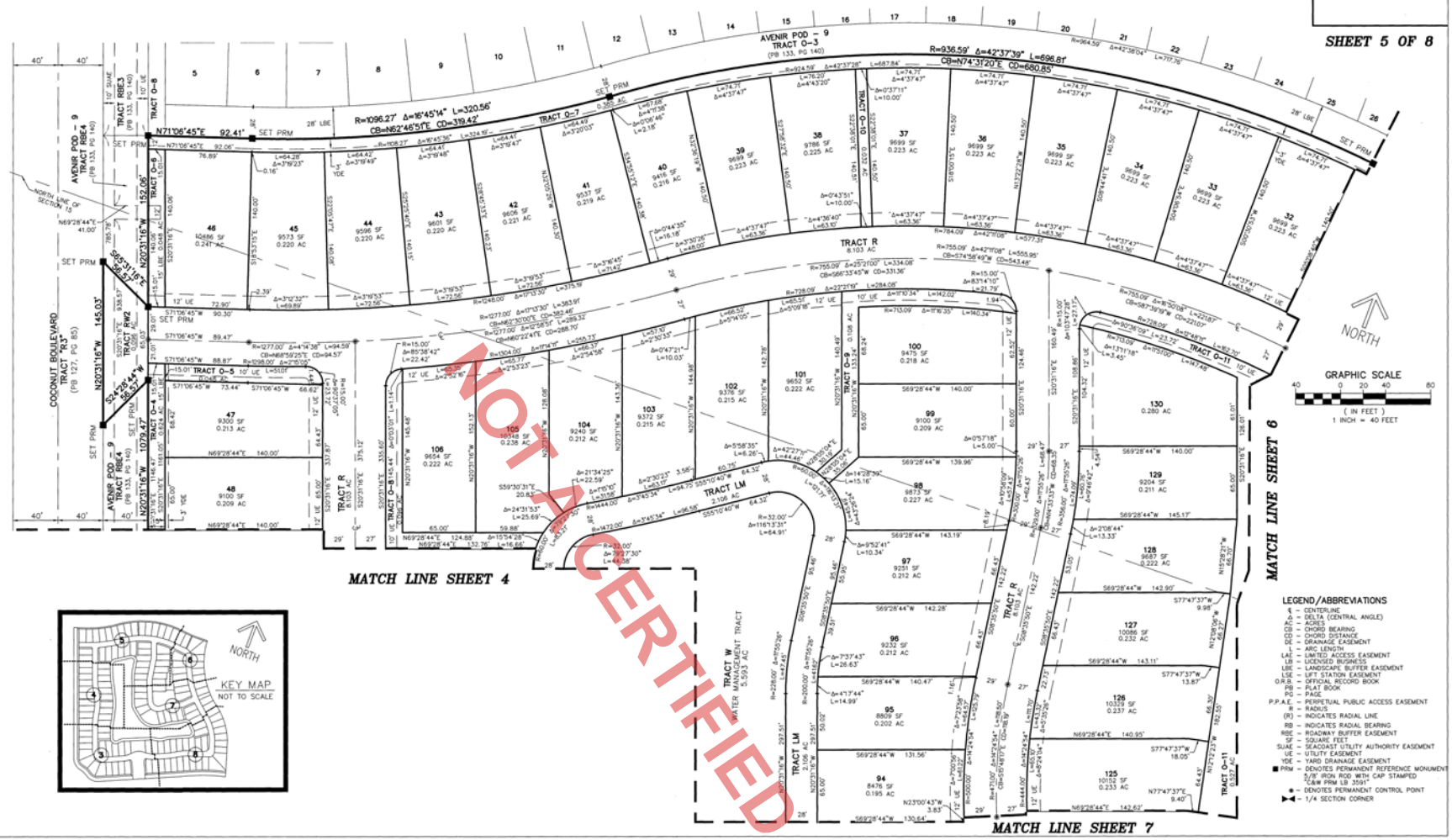
AVENIR – POD 11

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THIS INSTRUMENT PREPARED BY
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OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
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SEPTEMBER 2024

103

SHEET 5 OF 8



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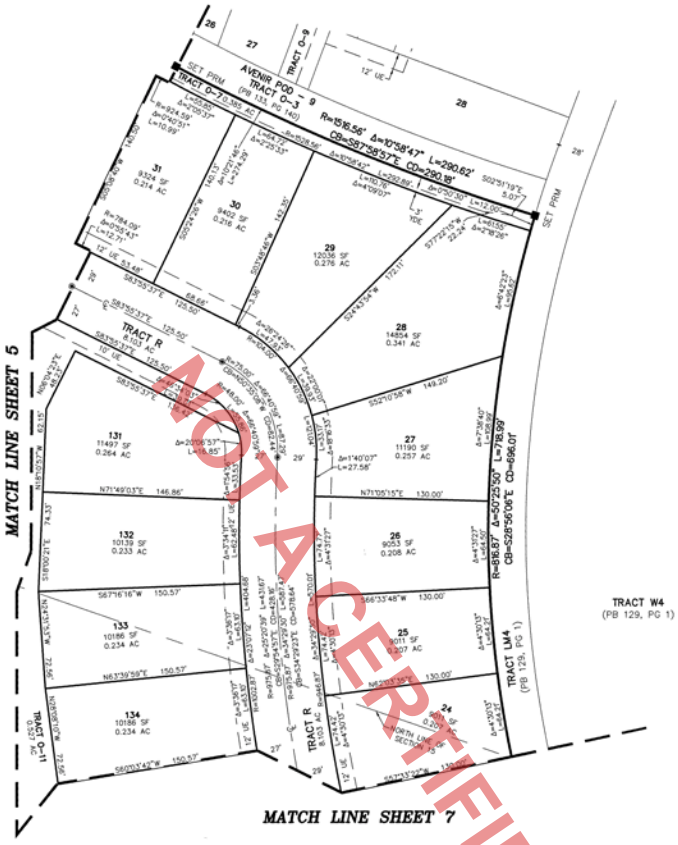
AVENIR – POD 11

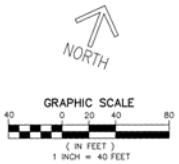
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7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024

104







LEGEND/ABBREVIATIONS

℄ – CENTERLINE
Δ – DELTA (CENTRAL ANGLE)
AC – ACRES
CB – CHORD BEARING
CD – CHORD DISTANCE
DE – DRAINAGE EASEMENT
L – ARC LENGTH
LAE – LIMITED ACCESS EASEMENT
LB – LICENSED BUSINESS
LBE – LANDSCAPE BUFFER EASEMENT
LSE – LIFT STATION EASEMENT
O.R.B. – OFFICIAL RECORD BOOK
PB – PLAT BOOK
PG – PAGE
P.P.A.E. – PERPETUAL PUBLIC ACCESS EASEMENT
R – RADIUS
(R) – INDICATES RADIAL LINE
RB – INDICATES RADIAL BEARING
RBE – ROADWAY BUFFER EASEMENT
SF – SQUARE FEET
SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
UE – UTILITY EASEMENT
YDE – YARD DRAINAGE EASEMENT
■ PRM – DENOTES PERMANENT REFERENCE MONUMENT 5/8" IRON ROD WITH CAP STAMPED "C&W PRM LB 3591"
● – DENOTES PERMANENT CONTROL POINT
⧓ – 1/4 SECTION CORNER

NOT A CERTIFIED COPY

AVENIR – POD 11

BEING A REPLAT OF A PORTION OF PARCEL A-2, TOGETHER WITH ALL OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4 , AVENIR – POD 9, AS RECORDED IN PLAT BOOK 133 PAGE 140, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 10 AND 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024

105

SHEET 7 OF 8

KEY MAP
NOT TO SCALE

NORTH

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FEET

MATCH LINE SHEET 5

MATCH LINE SHEET 6

MATCH LINE SHEET 4

MATCH LINE SHEET 8

MATCH LINE SHEET 3

TRACT W
WATER MANAGEMENT TRACT
5.593 AC

TRACT PARK 1
32741 SF
0.752 AC

TRACT PARK 2
0.507 AC

TRACT LM
2.106 AC

TRACT R
1.603 AC

TRACT O-11
0.527 AC

TRACT O-13
0.136 AC

TRACT O-14
0.060 AC

TRACT O-15
0.060 AC

TRACT W4
(PB 129, PG 1)

TRACT LM4
(PB 129, PG 1)

NORTH LINE OF SECTION 15

SET PRM

LEGEND/ABBREVIATIONS
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NOT A CERTIFIED COPY

106

SHEET 8 OF 8

AVENIR – POD 11

BEING A REPLAT OF A PORTION OF PARCEL A–2, TOGETHER WITH ALL OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4 , AVENIR – POD 9, AS RECORDED IN PLAT BOOK 133 PAGE 140, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 10 AND 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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7900 GLADES ROAD, SUITE 100
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CFN 20210212447
OR BK 32464 PG 1614
RECORDED 05/10/2021 10:54:17
Palm Beach County, Florida
AMT
Joseph Abruzzo
Clerk
Pgs 1614-1616; (3Pgs)

Prepared by and return to:

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

Space Above this Line for Recording Data

Quit Claim Deed

THIS QUIT CLAIM DEED made as of the 26 day of April, 2021, from **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company ("Grantor"), with an address at 777 South Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401, to **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("Grantee"), with an address at 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410.

(Whenever used herein the terms "Grantor" and Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to that certain real property, situate in Palm Beach County, Florida, more particularly described as follows :

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever.

[SIGNATURES ON NEXT PAGE]

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the Grantor has caused this Quit Claim Deed to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Michele Ray

Print Name: Michele Ray

Clara L. Diaz

Print Name: Clara L. Diaz

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

By: _____

Rosa Eckstein Schechter, 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 26 day of April, 2021, by Rosa Eckstein Schechter, as Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Clara L. Diaz

Notary Public – State of Florida
Print Name: _____
Commission No. _____
My Commission expires: _____

(Notary Seal)

CLARA L. DIAZ
Notary Public - State of Florida
Commission # GG 351643
My Comm. Expires Oct 30, 2023
Bonded through National Notary Assn.

NOT A CERTIFIED COPY

Exhibit "A"

Legal Description of Property

Tracts "RW1" and "RW2", Tract "W", Tract "LM", and Tracts "RBE1", "RBE2" and "RBE3", AVENIR SITE PLAN 1 - POD 2, according to the plat thereof, as recorded in Plat Book 128, Page 114, Public Records of Palm Beach County, Florida.

AND

Tracts "RW1" and "RW2", Tracts "W1", "W2", "W3" and "W4", Tracts "LM1", "LM2", "LM3" and "LM4", Tract "O-47", and Tracts "RBE1", "RBE2" and "RBE3", AVENIR SITE PLAN 2 - POD 5, according to the plat thereof, as recorded in Plat Book 129, Page 1, Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

Statement of Ownership and Designation of Authorized Agent

Before me, the undersigned authority, personally appeared Virginia Cepero

Chair who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.

2. That he/she is requesting Administrative Amendment in the City of Palm Beach Gardens, Florida.

3. That he/she has appointed Avenir Development, LLC to act as authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Avenir Community Development District

Virginia Cepero.

Signature of Owner

Virginia Cepero, Chair

By: Name/Title

2501 Burns Road, Suite A

Street Address

Palm Beach, FL 33410

City, State, Zip Code

P. O. Box

City, State, Zip Code

Contact 1-561-702-0392

Telephone Number

Fax Number

Contact Agent- fsbuilders@myyahoo.com

E-mail Address

Sworn and subscribed before me this 15th day of September, 2026.

Notary Public

My Commission expires:

January 28, 2029

EILEEN VALDES JIMENEZ
MY COMMISSION # HH 632534
EXPIRES: January 28, 2029

FLORIDA POWER & LIGHT COMPANY
UTILITY UNDERGROUND EASEMENT (BUSINESS)

Prepared by
Ballbe & Associates, Inc.
3564 N. Ocean Boulevard
Sec: 9, Twp: 42 S, Rge: 41 E
Parcel ID# 52-41-42-09-01-018-0020

Return to:
Florida Power & Light Company
500 Business Parkway
Royal Palm, FL 33411

[Reserved for Circuit Court]

The undersigned ("Grantor"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408, a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the right for FPL to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor has signed and sealed this easement on 20th day of October, 2026

Signed, sealed and delivered in the presence of

Witness Signature
Witness Print Name: Eileen V. Jimenez
Post Office Address: 550 Biltmore Way, #1110
Coral Gables, FL 33134

Witness Signature
Witness Print Name: Marcela Cortes
Post Office Address: 550 Biltmore Way #1110
Coral Gables

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

By:
Print Name: Rosa Eckstein Schechter
Print Title: Vice Chair
Post Office Address: 2501A, Burns Road
Palm Beach Gardens, FL 33410

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20th day of October, 2026 by: Rosa Eckstein Schechter as Vice Chair of AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190 Florida Statutes on behalf of the District, ☑ who is personally known to me **OR** ☐ has produced _____ as identification, and who did (did not) take an oath.

(NOTARY SEAL)

EILEEN VALDES JIMENEZ
MY COMMISSION # HH 632534
EXPIRES: January 28, 2029

Notary: _____
Print Name: Eileen Valdes Jimenez
Notary Public, State of Florida
My commission expires: January 28, 2029

EXHIBIT "A"

DESCRIPTION:

A PORTION OF TRACT A AND TRACT RW, AVENIR PUMP STATION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 133, PAGE 6 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT A, THENCE S01°13'15"W ALONG THE EAST LINE OF SAID TRACT A, A DISTANCE OF 140.07 FEET, THENCE S00°12'56"E, ALONG SAID EAST LINE, A DISTANCE OF 58.27 FEET TO A POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, S89°47'04"W, A DISTANCE OF 5.00 FEET; THENCE S00°12'56"E, A DISTANCE OF 20.00 FEET; THENCE N89°47'04"E, A DISTANCE OF 20.00 FEET; THENCE N00°12'56"W, A DISTANCE OF 20.00 FEET; THENCE S89°47'04"W, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET OR 0.009 ACRES, MORE OR LESS

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 S01°13'15"W, ALONG THE EAST LINE OF TRACT "A", AVENIR PUMP STATION, AS RECORDED IN PLAT BOOK 133 PAGE 6 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 SEPTEMBER 28, 2026. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 3

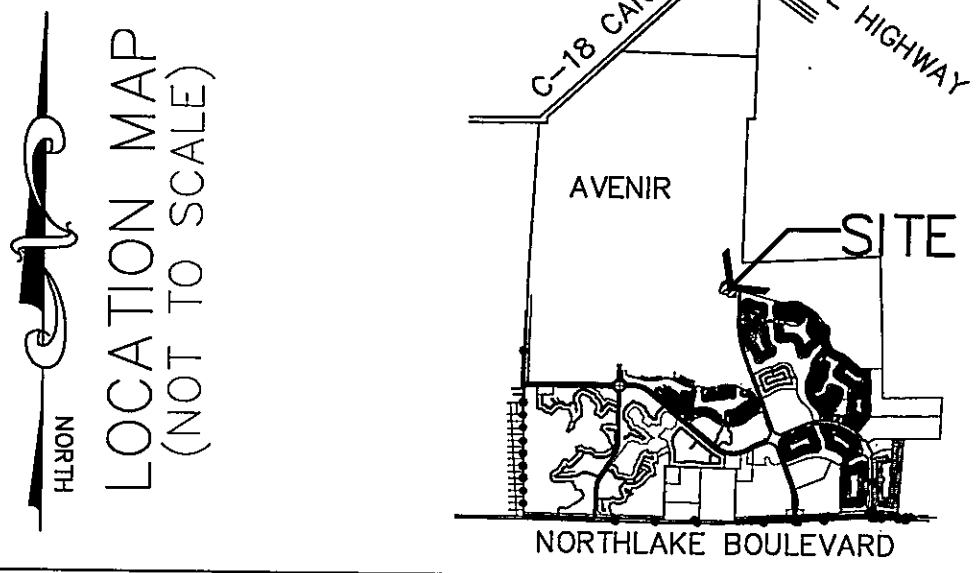
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

COCONUT BOULEVARD FPL EASEMENT NO. 3
SKETCH OF DESCRIPTION

THOMAS W GRITTON
REGISTERED LAND
SURVEYOR NO. 7347
STATE OF FLORIDA
LB 3591

DATE	10/07/2026
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

EXHIBIT "A"



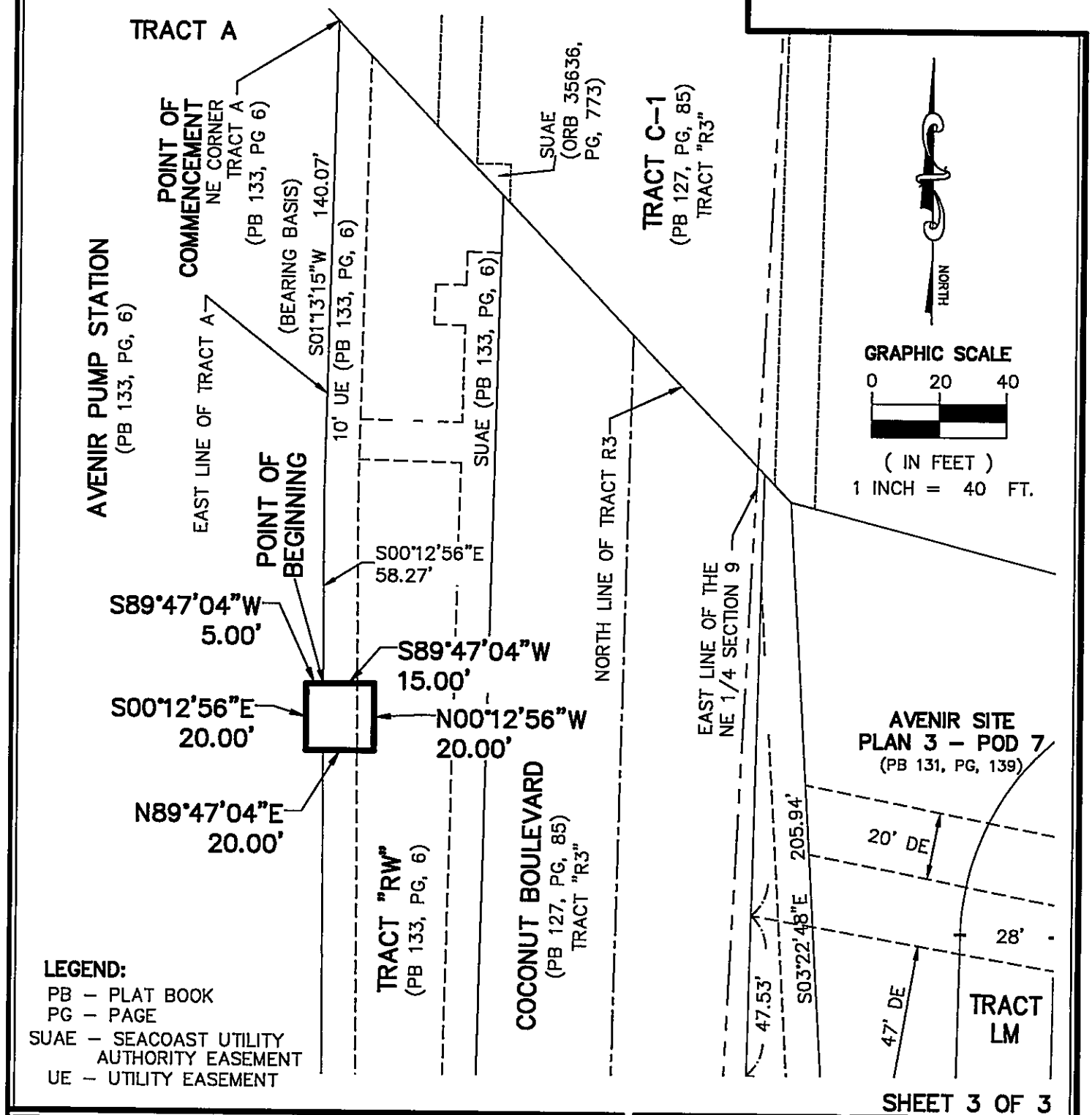
SHEET 2 OF 3

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

COCONUT BOULEVARD FPL EASEMENT NO. 3
SKETCH OF DESCRIPTION

DATE	10/07/2026
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

EXHIBIT "A"



LEGEND:

PB – PLAT BOOK
PG – PAGE
SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
UE – UTILITY EASEMENT

SHEET 3 OF 3

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
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DATE	10/07/2026
DRAWN BY	TWG
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

EXHIBIT "A"

DESCRIPTION:

A PORTION OF TRACT "R3", AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGE 85 AND A PORTION OF TRACT "RW", AVENIR PUMP STATION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 133, PAGE 6 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "R3"; THENCE N43°20'53"W ALONG THE NORTH LINE OF SAID TRACT "R3", A DISTANCE OF 113.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N43°20'53"W ALONG SAID NORTH LINE OF TRACT "RW3" AND THE NORTH LINE OF SAID TRACT "RW", A DISTANCE OF 14.25 FEET; THENCE S01°13'31"W, A DISTANCE OF 2.01 FEET; THENCE S45°00'00"W, A DISTANCE OF 46.26 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF A 10.00 FOOT WIDE UTILITY EASEMENT, AS RECORDED IN PLAT BOOK 133, PAGE 6 OF SAID PUBLIC RECORDS; THENCE S01°13'15"W ALONG SAID EAST LINE, A DISTANCE OF 14.45 FEET; THENCE N45°00'24"E, A DISTANCE OF 57.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 529 SQUARE FEET OR 0.0121 ACRES, MORE OR LESS.

NOTES:

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4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S43°20'53"E, ALONG THE NORTH LINE OF TRACT "R3", AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85 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).
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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:

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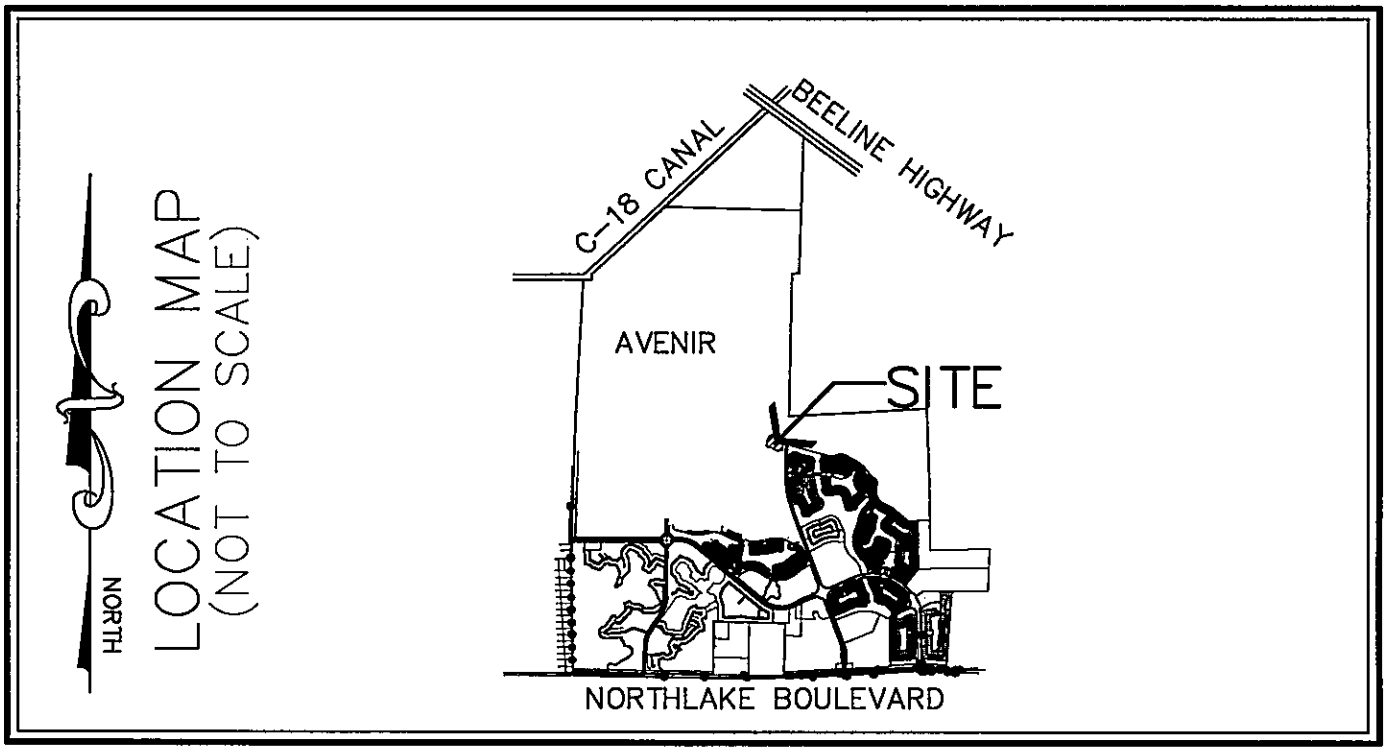
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
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7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

COCONUT BOULEVARD FPL EASEMENT NO. 1
SKETCH OF DESCRIPTION

DAVID P. LINDLEY
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
LB 3591

DATE	9/28/2026
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

EXHIBIT "A"



SHEET 2 OF 3

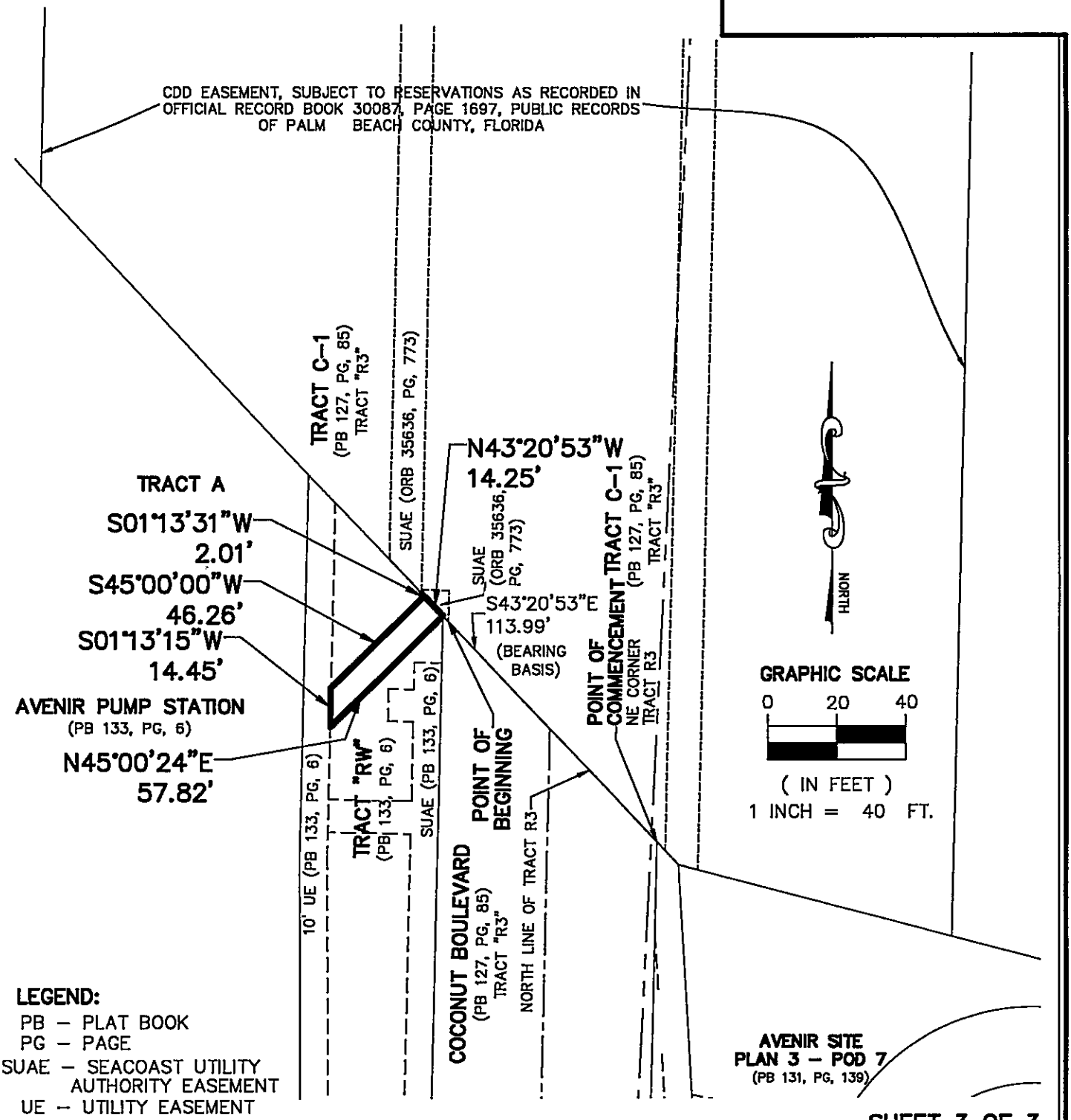
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CIVIL ENGINEERING
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7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

COCONUT BOULEVARD FPL EASEMENT NO. 1
SKETCH OF DESCRIPTION

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DRAWN BY	dl
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

EXHIBIT "A"

SEE SHEET 4



LEGEND:

PB – PLAT BOOK
PG – PAGE
SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
UE – UTILITY EASEMENT

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 / FAX (561)-750-1452

COCONUT BOULEVARD FPL EASEMENT NO. 1
SKETCH OF DESCRIPTION

DATE	9/28/2026
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

Monthly Managers Report
October 29, 2026

Date of Report 10/19/2026 *Submitted by: Perry Baldwin*

- ***Completed Tasks***

  Approved and completed projects:

  - Back up pump for Avenir drive fountain arrived
  - Accessible Ramp Signs posted in Café Pavilion
  - Preventative maintenance of all clubhouse faucets and aerators.
  - Raquet court nets and irrigation have been calibrated and PM
  - Preventative maintenance of gym equipment especially treadmills
  - Replaced the pool chemical storage
  - Cleaned outside glass pendants

- ***Update to Patron requests for Board Consideration***

  - Wednesday Night Free Dance Lift Class.

- ***Ongoing Tasks***

  Requested quotes on the following items:

  - E-Mail platform bids
  - 8 new cameras with 4 covering gates, 2 at Pickleball & 2 at Tennis by 10/30
  - All outside and inside lights fixtures have been inspected weekly.

- ***Future Items***
  - Possible roof for shed/dumpster area to create a storage area
  - Roof cleaning



The Blue Heron Clubhouse

Executive Overview

This report highlights three lifestyle events held in October 2026, with programming designed to bring people together through shared entertainment, hands-on experiences, and family-centered activities.

Across the events, participation ranged from 15 to over 150 attendees. Together, the offerings demonstrated a thoughtful variety of formats—from a cozy movie experience and culinary class to a large-scale fall festival—while creating memorable opportunities for community engagement.

Leadership perspective

The October calendar balanced intimate experiences with broad community programming, giving attendees multiple ways to connect, participate, and enjoy time together.

Participation at a Glance

The following summary captures the known attendance figures and the defining participation format for each event.

Event	Date	Attendance	Participation format
Minions & Monsters Movie	October 9, 2026	45 people	Cozy pajama movie experience- THE EVENT HALL
Gnocchi Making Class	October 13, 2026	15 people	Hands-on cooking class- THE EVENT HALL
Fall Around the World Festival	October 17, 2026	Over 150 participants	Passport-based activity experience- THE EVENT LAWNS

Minions & Monsters Movie · October 9, 2026

The Minions & Monsters Movie brought 45 people together for a cozy movie experience centered on the simple pleasure of watching a film in pajamas.

- **Participation — 45 people attended.**

- **Experience** — Attendees enjoyed a comfortable, pajama-themed movie gathering





Gnocchi Making Class · October 13, 2026

The Gnocchi Making Class offered a hands-on culinary experience for 15 people, adding an interactive and intimate format to the month’s programming.

- **Participation — 15 people attended.**

- **Program format** — A guided gnocchi-making class created an opportunity for shared learning and connection.



Fall Around the World Festival · October 17, 2026

The Fall Around the World Festival welcomed **over 150 participants** for a wide-ranging family experience. Each child received a passport, visited activities throughout the event to collect passport stamps, and returned to receive a goodie bag.

Featured Activities & Experiences

- **Adventure and play** — Pumpkin patch, obstacle course, foam party with a DJ, face painting, balloons, and train rides.
- **Food experiences** — Empanadas and Chick-fil-A.
- **Creative activities** — Pumpkin decorating.
- **Storybook and photo moments** — Appearances by Tinker Bell and Peter Pan from Neverland, a fall photo opportunity, and take-home pictures printed on the spot.

Community engagement highlight

The passport journey connected the festival's many activities into one cohesive experience, encouraging children and families to explore, participate, and leave with a tangible keepsake in the form of a goodie bag and printed picture.






ACTION PACKED
EXPRESS


KBA
I love fall most of all





Upcoming Events

- November 7, 2026 — Wine Pairing Dinner
- November 11, 2026 — Mah Jong Mix and Mingle
- November 17, 2026 — Cooking Class
- November 18, 2026 — Pasta Night hosted by The Nest
- November 19, 2026 — Brain Games Event
- November 20, 2026 — Royal Palm Ice Cream
- November 21, 2026 — Teen Night: Laser Tag
- November 24, 2026 — Fresh Water Pearl Ring Making Class
- NEW: Sensory Story Time — Every Tuesday

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

Proposal

W.O. Date: 10/02/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 197 - Revamp Clubhouse Beds next to sidewalk

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
1. PHOTO #1--East Side of Tennis Courts remove Green Isle Ficus and Install Trinette	3 gallon material	130.00	$15.00	$1,950.00
2. Fill in Podocarpus at Corner of Tennis Court	15 gallon material	3.00	$110.00	$330.00
3. PHOTO # 2 False Agave for Center Piece	25 gallon material	1.00	$300.00	$300.00
3. PHOTO #2--Bed next to Clusia Hedge Install Carissa Emerald Blanket for Border	3 gallon material	75.00	$17.00	$1,275.00
4.PHOTO #2 Wrap Auntie Lou Ti around two Oak trees	3 gallon material	10.00	$19.00	$190.00
5. PHOTO #2 Red Spot Crotons for center of bed	3 gallon material	35.00	$19.00	$665.00
6. PHOTO # 3 Variegated Ginger for Border	3 gallon material	120.00	$19.00	$2,280.00
7. PHOTO #3 Auntie Lou Ti plants to be wrapped around 3 different trees	3 gallon material	17.00	$19.00	$323.00
8. PHOTO #3 Red Spot Croton for center	3 gallon material	60.00	$19.00	$1,140.00
9. PHOTO #4 Leave exisitng Trinette and fill in more trinette	3 gallon material	35.00	$15.00	$525.00
PHOTO # 4 Wrap Auntie Lou Ti plants around 3 trees	3 gallon material	15.00	$17.00	$255.00
PHOTO #4 Carissa Emerald Blanket for Border	3 gallon material	70.00	$17.00	$1,190.00
PHOTO #4 Java White Copperleaf for Center	3 gallon material	55.00	$17.00	$935.00
Reuse existing and Top Dress with Chocolate Mulch	Lump Sum	1.00	$900.00	$900.00
Eliminate end of bed in PHOTO 4 and tighten Bedlines in PHOTO 3 with Sod		1.00	$1,200.00	$1,200.00
Prep areas, dispose of old material, and Check irrigation for proper coverage	Lump Sum	1.00	$3,900.00	$3,900.00
			Grand Total	**$17,358.00**


Photo
1


Photo 2


Photo
3


Photo
4

THIRD AMENDMENT TO
AMENITY SERVICES AGREEMENT

THIS IS A THIRD AMENDMENT TO AMENITY SERVICES AGREEMENT ("Amendment"), dated the 1st day of October, 2026, by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Town of Palm Beach Gardens, Palm Beach County, Florida, and having offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"), and

VESTA PROPERTY SERVICES, INC., a Florida corporation, having its principal address at 245 Riverside Avenue, Suite 300, Jacksonville, Florida 32202, and **AMENITY FOOD & BEVERAGES, INC.**, a Florida corporation, having its principal address at 245 Riverside Avenue, Suite 300, Jacksonville, Florida 32202 (collectively, the "Contractor").

RECITALS:

WHEREAS, the District entered into an Amenity Services Agreement with Contractor, dated November 8, 2021 for the provision of amenity management services with respect to the District's Clubhouse Amenity Center, as defined therein, as amended by the First Amendment to Amenity Services Agreement, dated July 2, 2024, and the Second Amendment to Amenity Services Agreement, dated October 1, 2025 (collectively, the "Agreement"); and

WHEREAS, the Board of Supervisors of the District has authorized the proper District officials to enter into this Amendment with Contractor providing for increases in the compensation to be paid to Contractor for Services, and a one year extension to term of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated into this Amendment and Agreement.

Section 2. **Third Extension of Initial Term**. Pursuant to Section 2.B of the Agreement, entitled, "Term," the Initial Term of this Agreement is hereby extended for an additional year, specifically from October 1, 2026 through September 30, 2027.

Section 3. Section 2.D. of the Agreement, entitled "Compensation," is hereby amended as follows:

D. Compensation. The annual amount payable to Contractor for Services provided pursuant to this Agreement shall be ~~**EIGHT HUNDRED NINETEEN THOUSAND FIVE HUNDRED SEVENTY-EIGHT AND 00/100 ($819,578.00)**~~ **SIX HUNDRED FOURTEEN THOUSAND THREE HUNDRED SEVENTY FOUR AND 88/100 ($614,374.88) DOLLARS**, as more particularly described in the pricing schedule attached hereto and made a part hereof as Exhibit B (the "Annual Contract Amount"). District agrees to pay Contractor a monthly management fee equal to 1/12 of the Annual Contract Amount (~~**$68,298.17**~~ **$ 51,197.91**). This monthly management fee includes all costs, expenses, profit, and overhead incurred by Contractor in connection with the management and operation of the Clubhouse Amenity Center. Approved reimbursables, in addition to the Annual Contract Amount, shall be reimbursed at cost and are limited to (1) postage, envelopes, printing and copying for mass mailings and (2) other approved reimbursable expenses, unless otherwise specifically provided for herein (the "Approved Reimbursables"). Use of Corporate Card Purchases: 20% of purchase or $50.00 maximum. Invoices shall be paid net thirty (30) days upon receipt by District. If the District and Contractor mutually consent to the extension of the Agreement from the Initial Term or a previous extension term, the parties shall agree on the Annual Contract Amount for that extension term and any increase in the Annual Contract Amount shall not exceed that which would be provided under the Federal Consumer Price Annual Inflation Index or five (5%) percent, whichever is less. Nothing herein shall restrict the ability of the District to reduce Holiday or Clubhouse Hours in the future, entitling the District to a reduction in the Annual Contract Amount which corresponds to said reduction in hours. District shall make all payments under this agreement to "Vesta Property Services, Inc.," unless otherwise directed in writing by an authorized officer of Vesta Property Services, Inc.

Section 4. Section 16 of the Agreement, entitled "Notices" is hereby replaced, in its entirety, with the following:

16. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: Vesta Property Services, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, Florida 32202
Attn: President

and to: Amenity Food & Beverages, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, Florida 32202

Attn: President

B. **If to District:** Avenir Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Section 5. The Agreement is hereby amended to add the following section, entitled "Anti-Human-Trafficking Affidavit" to the end of the Agreement:

ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or 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(14), Florida Statutes.

Section 6. Exhibit B of the Agreement, as previously amended, is hereby replaced in its entirety by that which is attached hereto and incorporated as part of this Amendment as Exhibit A-3.

Section 7. The Effective Date of this Amendment shall be October 1, 2026.

Section 8. In all other respects, the Agreement between the parties is hereby ratified, reaffirmed and shall remain in full force and effect as provided by its terms.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Third Amendment to Amenity Services Agreement and further agree that it shall take effect as of the Effective Date set forth therein.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Attest:

_____
Megan Bowden, Secretary

By: _____
Virginia Cepero, Chair
Board of Supervisors

Date: _____, 2026

VESTA PROPERTY SERVICES, INC., a Florida corporation

WITNESSES:

_____

_____
Print name

_____

_____
Print Name

By: _____

Print name: _____

Title: _____

Date: _____, 2026

AMENITY FOOD & BEVERAGES, INC., a Florida corporation

WITNESSES:

_____

_____
Print name

_____

_____
Print Name

By: _____

Print name: _____

Title: _____

Date: _____, 2026

Exhibit A-3

(Replaces Exhibit B to the Amenity Services Agreement, dated November 8, 2021, as amended by the First Amendment to Amenity Services Agreement, dated July 2, 2024 and the Second Amendment to Amenity Services Agreement, dated October 1, 2025)

EXHIBIT A-3
(Replaces Exhibit A-1 to the Second Amendment of the Amenity Services Agreement, dated October 1, 2025)

	26-27 hours	26-27 Annual Salary	Hourly Rate	Payroll burden	Total Rate	Sub-total Salaries
Management				**35%**		
General Manager	2080	$ 124,200.00	$ 59.71	$ 20.90	$ 80.61	$ 167,670.00
Lifestyle Manager	2080	$ 86,940.00	$ 41.80	$ 14.63	$ 56.43	$ 117,369.00
						$ 285,039.00
Amenity Personnel						
Attendants	5840	$ 122,640.00	$ 21.00	$ 7.35	$ 28.35	$ 165,564.00
						$ 165,564.00
Maintenance Personnel						
Maintenance Manager	2080	$ 76,072.50	$ 36.57	$ 12.80	$ 49.37	$ 102,697.88
Full Time Maintenance Tech	2080	$ 45,240.00	$ 21.75	$ 7.61	$ 29.36	$ 61,074.00
						$ 163,771.88
Total Staffing						**$ 614,374.88**

Monthly Fee
$ 51,197.91

8/26/2026

THIRD AMENDMENT TO SERVICES AGREEMENT
(Swimming Pool, Porter Services and Entry Fountain Maintenance)

THIS IS A THIRD AMENDMENT TO SERVICES AGREEMENT ("Amendment"), dated the 1st day of October, 2026 (the "Effective Date"), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Town of Palm Beach Gardens, Palm Beach County, Florida, and having offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"), and

VESTA PROPERTY SERVICES, INC., a Florida corporation, having its principal address at 245 Riverside Avenue, Suite 300, Jacksonville, Florida 32202 (the "Contractor").

RECITALS:

WHEREAS, the District entered into a Services Agreement with Contractor, dated November 17, 2021, as amended by the First Amendment to Services Agreement, dated February 27, 2025, and the Second Amendment to Services Agreement, dated October 1, 2025 (collectively, the "Agreement") for the provision of Services to certain Pools, as such capitalized terms are defined in the Agreement; and

WHEREAS, an additional entry fountain has been completed at the intersection of Avenir Drive and Panther National Boulevard, which will require Services to be performed by Contractor, and bringing the total number of entry fountains to six (two at each location); and

WHEREAS, the parties desire to add certain porter services to this Agreement, providing for the regular maintenance of District-owned trash receptacles and dog waste stations within the District; and

WHEREAS, the Board of Supervisors of the District has authorized the proper District officials to enter into this Amendment with Contractor providing for an increase in the compensation to be paid to the Contractor for Services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated into this Amendment and the Agreement.

Section 2. Section 2.1 of the Agreement is hereby amended, as follows:

2.1 District shall pay Contractor for the faithful performance of the Agreement in lawful money of the United States and subject to additions and deletions. Unless otherwise more particularly set forth in Exhibit A to this Agreement, District shall make monthly payments to Contractor in accordance with the following schedule:

Price for Services to the Pools and Fountains

Swimming Pool Maintenance shall be performed in accordance with the proposal and Section 1.0 through 1.2 of this Agreement three (3) days per week. ~~**$32,500**~~ **$34,125.00 annually (~~$2,708.33~~ $2,843.75 per month)**.

Entry Fountain Maintenance shall be performed in accordance with the proposal and Section 1.0 through 1.2 of this Agreement three (3) days per week. ~~**$30,000**~~ **$43,500.00 annually (~~$2,500.00~~ $3,625.00 per month)**. Note: with the additional fountain described herein, the monthly fee for fountain maintenance for September 2026 shall be $3,500.00.

Starting October 1, ~~2026~~ 2027, the compensation to be paid to Contractor pursuant to this Agreement will increase five (5%) percent each year compared to the prior year. Use of Corporate Card Purchases: 20% of purchase or $50 maximum.

Section 3. The Agreement is hereby amended to include that Entry Fountain Maintenance Services shall be performed on the following Entry Fountains located adjacent to Avenir Drive within the boundaries of the District:

Avenir Entry Fountains (x2) at Northlake Boulevard; and
Avenir Entry Fountains (x2) at Coconut Boulevard
Avenir Entry Fountains (x2) at Panther National Boulevard

All references in the Agreement to fountain, entry fountain, etc. in the singular shall mean the plural to take into account the entry fountains described above.

Section 4. The Agreement is hereby amended to include the following porter services within the Services provided by the Contractor pursuant to this Agreement:

Contractor shall perform porter services maintaining all District-owned trash receptacles and dog waste stations within the District as needed but at a minimum, on a weekly basis, which porter services shall include regular emptying and disposal of waste thereof, replacing disposal bags, and clean-up and maintenance of the areas within the vicinity of each trash receptacle and dog waste station. Such porter services will be performed by Contractor at a rate of **$45.00** per trash receptable and dog station per month. As of the Effective Date of this Amendment, there are

twenty-four (24) trash receptacles and sixteen (16) dog waste stations, resulting in an initial month rate of **$1,800.00 per month ($21,600.00 annually)**. For each receptable/station added by the District, the Contractor will increase the monthly rate by $45.00. The receptable/station rate provided herein will increase by $1.50 per receptable/station per month on each annual anniversary date of this Amendment. The costs to repair or replace any trash receptable or dog waste station is not included in the fees paid under this Agreement for Services.

Section 5. Section 7.0 of the Agreement, entitled "**Notices**" is hereby replaced, in its entirety, with the following:

7.0 **Notices**. Whenever any party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by overnight courier, or hand-delivery with a receipt for written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

District: Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, District Counsel

Contractor: Vesta Property Services, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, Florida 32202
Attn: President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any

change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Section 6. The Agreement is hereby amended to add the following section, entitled "Anti-Human-Trafficking Affidavit" to the end of the Agreement:

ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or 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(14), Florida Statutes.

Section 7. The Effective Date of this Amendment shall be October 1, 2026.

Section 8. In all other respects, the Agreement between the parties is hereby ratified, reaffirmed and shall remain in full force and effect as provided by its terms.

IN WITNESS WHEREOF, the parties execute this Third Amendment to Services Agreement and further agree that it shall take effect as of the Effective Date set forth therein.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Attest:

_____
Megan Bowden, Secretary

By: _____
Virginia Cepero, Chair
Board of Supervisors

Date: _____, 2026

VESTA PROPERTY SERVICES, INC., a Florida corporation

WITNESSES:

_____

By: _____

_____
Print name

Print name: _____

Title: _____

_____

Date: _____, 2026

_____
Print Name

Email Platform Quotes

Company	Sends	Monthly Cost	Monthly Cost per 1000 sends	Comments
Constant Contact	120,000	$200.00	$1.66	$130 mos. for 1st three months,onboarding coach, unlimted users. Formatting better and more user friendly.
Mailchimp	150,000	$297.50	$1.98	4 on boarding sessions, unlimited users

From: Rich Cartlidge
To: Megan Bowden
Date: Thursday, October 22, 2026 5:11:46 PM

Dear Board Members,

I would like to request approval for a small, family-friendly community event to be held outdoors at the clubhouse on Sunday, November 1, 2026.

The proposed event, "Meet Meg Weinberger & Mr. Quackers," would feature local children's book author Meg Weinberger reading from her book, *Quackers the Brave Rescue Goose*, followed by an opportunity for children and families to meet Mr. Quackers and a few other rescue animals.

The event would focus on children's literacy, kindness, and animal rescue, providing a fun and educational experience for families in our community.

My wife has already spoken with Perry at the clubhouse, who was very receptive to the idea. Patricia was unavailable at the time, but Perry indicated that clubhouse management would be happy to accommodate the event, subject to CDD approval.

Proposed Details:

- **Date: Sunday, November 1, 2026**
- **Duration: Approximately 1–2 hours**
- **Location: Outdoor clubhouse grounds**
- **Activities: Children's book reading, author meet-and-greet, and supervised interaction with a small number of rescue animals**
- **Promotion: Through the clubhouse's usual community event channels, subject to approval**

For transparency, Meg is also a candidate for Congress. This proposal is for a literary and animal rescue event, not a campaign fundraiser or political rally. There would be no campaign speeches, fundraising, or political solicitation associated with the event.

We would, of course, comply with any CDD requirements regarding facility use, animal safety, insurance, and community event policies.

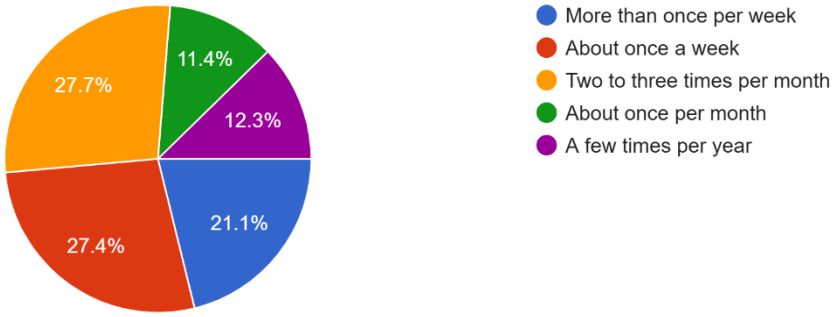
Please let me know if the board would be comfortable approving this event or if any additional information is needed.

Thank you for your consideration.

> On Oct 22, 2026, at 4:48 PM, Megan Bowden <mbowden@sdsinc.org> wrote:
>
> Yes, confirming receipt.

Anticipated Frequency of Use Recognizing that a restaurant is currently only a conceptual amenity and that the operator, menu, pricing, and dining exp... dine at a clubhouse restaurant? Select one below.

350 responses



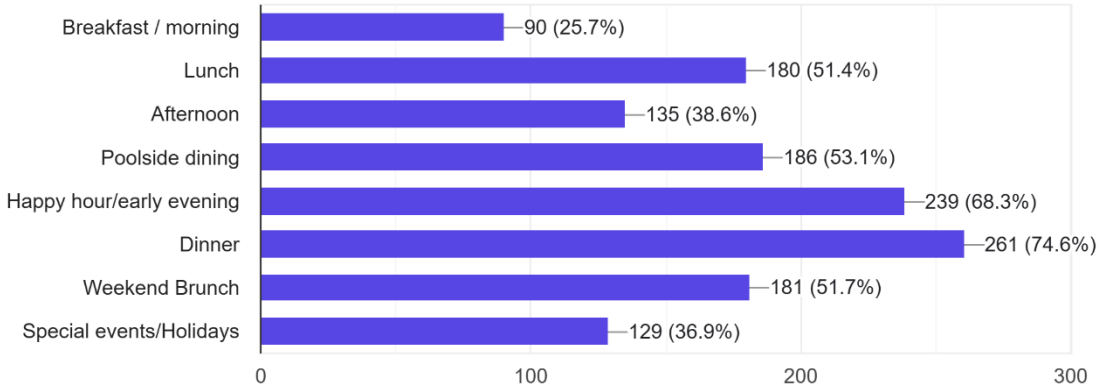
Preferred Type of Food Service If a food and liquor service operation were established at the Blue Heron Clubhouse, which type would you be most interested in? Select one below.

350 responses



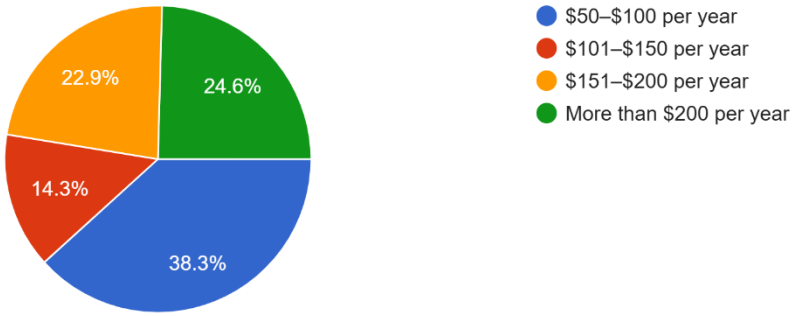
Preferred Times of Use When would your household be most likely to use a clubhouse restaurant or food service operation? Select all that apply.

350 responses



Annual Assessment What is the maximum additional annual assessment your household would be willing to pay to support a restaurant at the Blue Heron Clubhouse? Select one below.

350 responses



Staff has received the responses to the Blue Heron Clubhouse Restaurant Survey. A total of 350 responses were received from the 747 email addresses associated with Blue Heron residents, representing a 47% response rate. The survey results and resident comments are attached for your review prior to discussion at next week's meeting. A summary of the feedback is provided below:

- Approximately 65% of respondents were generally supportive of both a restaurant/food service operation and some level of annual assessment contribution. Common comments included:
    - "We need one."
    - "This is long overdue."
- Approximately 25% of respondents supported the addition of a restaurant or food service operation but opposed to an increased assessment. Common comments included:
    - "Why should we subsidize a money-making business?"
    - "The restaurant should be self-supporting."
- Approximately 10% of respondents were opposed to the restaurant concept altogether. Common comments included:
    - "Not interested."
    - "No food at clubhouse; do not support."

The survey results indicate strong resident interest in adding a restaurant, bar, cafe, or other food service option at the Blue Heron Clubhouse. The most requested concept was casual dining paired with a poolside cafe/bar, with interest in happy hour, dinner service, weekend brunch, and poolside food and beverage service. While most respondents support the concept of food and beverage service at the Clubhouse, a notable portion expressed concerns regarding additional assessments and indicated a preference for a self-sustaining operation.

Restaurant Proposals – Cost Summary

1. Avenir Social – Ryan Witkowski

- **Annual subsidy:** $240,000 ($20,000/month)
- Includes **$100 credit per home**, with approximately **$115,700 returned to the community**
- Remaining start up costs would be structured to work within the CDD's **pre-set FY budget**.
    - **Estimated additional opening costs:** $100,000
- **Total estimated startup cost: $340,000**

2. Restaurant Partners, Inc.

- **Total estimated project cost:** $1,587,954
- Detailed cost breakdown is included in the Board book
- Includes a **$180,000 consulting fee** ($15,000/month)

3. HOLD Hospitality & Smoke & Maple

- **Total Pre-Opening Cost: $374,000**
    - **FF&E (Furniture, Fixtures & Equipment):** $279,000
    - **Working Capital & Opening Payroll:** $60,000
    - **Interim Interest & Inventory:** $35,000
- **CDD would be responsible for the pre-opening costs**

AVENIR SOCIAL
AT BLUE HERON CLUBHOUSE

Restaurant Business Proposal

Ryan Witkowski
Owner/Operator

Robyn Pizzichiello
Director of Operations
Events Manager

October 8, 2026

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- Restaurant Staff _____
- Operating Expenses _____
- Amenities _____
- Mock Restaurant Menu _____



About Us

After growing up in the restaurant industry for several years, Ryan Witkowski became an owner/operator of his first business with his father in 2001 when they opened Stadium Grill in Downtown Abacoa. Stadium Grill currently seats 344 including their upstairs private dining room that hosts several private events throughout the year. This restaurant is the #1 spot for pre & post game meals during spring training games for the Miami Marlins & St. Louis Cardinals. Throughout the years Ryan has picked up several other events in Downtown Abacoa from Concerts, Festivals, Block Parties and more.

In May 2018 he acquired his next restaurant, Blue Pointe Bar and Grill, that sits on 270 degrees of waterfront views. This restaurant is an all outdoor restaurant within Jupiter Pointe Marina. The venue host two to three semi private events every weekend from Birthdays, Wedding Activities, Anniversaries, or any other celebrations. This location offers live music daily with a water view from every seat. Blue Pointe Bar and Grill seats over 300 guests.

In September 2024, we opened Sophia's. This restaurant is located in Hobe Sound named after Ryan's youngest daughter, with a contemporary American cuisine, fun crafted cocktails and a great happy hour. This location's menu ranges from unique salads , specialty burgers, prime steaks and seafood. Sophia's is currently open for dinner with indoor and outdoor seating, serving up to 250 guests.

The Grove, opened October 2025 in the Valencia Grove Community located in PSL. We currently operate the indoor/outdoor restaurant with 152 seats not including poolside service to the cabanas and pool chairs. We also provide all the food and beverage for all events that take place in the Social Hall. Starting February, we will be launching out golf cart delivery service to all the homes.

Our newest location, Avenir Prime in The Great Egret Clubhouse located in Avenir opened August 25, 2026. We currently operate food and beverage throughout the whole clubhouse with multiple menus ranging from poolside, lounge bar bites, main dining and Sunday Brunch. We are currently offering takeout and soon will be offering delivery.



Outside of operating these four restaurants, Ryan owns and operates Jupiter Seafood Festival which takes place in February every year at Carlin Park seeing over 15k people over the two day festival. He also runs bar concessions for several events throughout the year in South Florida.

Through all of our restaurants and events we constantly strive to make things better and think outside the box to maximize the experience for the guest and the revenue for each location or event.

Concept

After our initial walk through, the venue would be a perfect Contemporary American Restaurant. This concept comes with a wide variety of comfort American food that your guests can enjoy inside, outside, poolside or in the comfort of their own home. We would like to entertain the idea of having food delivered to homes by golf cart. Having a quick and easy poolside menu for light bites and cocktails be hand delivered by our staff to each seat/cabana or being able to get out of the sun and into the shade or A/C to grab an ice cold beer, handcrafted burger or take it to the next level with our seafood and prime cut steaks. We would bring on a friendly and efficient staff to accomplish that next level of service for all guests inside, outside or the comfort of their own home. We will create a menu for every day service along with daily specials and a great happy hour.

Events & Catering

Robyn Pizzichiello, the events manager will work hand in hand with your Lifestyle Director to create food and beverage options for all events that will take place providing highly qualified staff and delicious food and/or drinks for each event. We will also be able to create a catering menu for any residents who would like to have catered food delivered to their house for private gatherings.



Restaurant Staff

- Head Chef
- 6-8 Cooks/BOH
- FOH Manager
- 6-8 Support Staff
- 10-15 Servers/Bartenders

Operating Hours

Main Dining Room & Poolside

- Wednesday - Sunday
  - 12:00AM-9:00PM
    - Happy Hour 12PM-6PM
- Lunch 12PM-5PM
- Dinner 5PM-9PM
- Would like to explor brunch options for Sunday in the future

Private Events

- Ample amount of staff to pull for all of our location for all events that take place. Want to provide food and beverage for all clubs and leisure events that take place for a conisent experience in and out of the restaurant.

Provided by CCD

- Kitchen equipment and repairs and upgrades
- Utilites
- Interior/Exterior– booths, seats, tables, etc.
- Dinnerware, Silverware, Glassware
- Operating monthly cost

Operating Costs

$20,000 Per Month

- $100 Per year gift card per house to use at restaurant for 1157 homes
- Will expire at the end of each year
- $25 per quarter
- Can be used on any food and beverage in the restaurant

Amenities

Exciting things we would like to offer as the restaurant operator

-Daily Specials & Happy Hour
-Online Ordering for Takeout
-Private Events and Catering Packages
-Monthly Themed Dinner Nights
-Poolside Cabana/Chair Service
-Live Music on the Patio
-Community involvement Platform for comments with management staff
-Quarterly Meetings with board/Developers with comments and concerns

PROPOSED MOCK

Lunch Menu



AVENIR SOCIAL

APPETIZERS

WINGS $15
10 wings tossed in your choice of mild, hot, sweet garlic or dry rub, served with your choice of dipping sauce and celery

COCONUT SHRIMP $15
Served with house made Pina Colada sauce

CHICKEN QUESADILLA $14
Served with cheddar jack cheese, roasted peppers and onions

SMOKED FISH DIP $16
Locally sourced mahi dip, served with tomatoes, jalapeños and warm pita chips

JUMBO PRETZEL $12
Served with house made beer cheese and grainy mustard

CONCH FRITTERS $14
House made fritters with conch, red pepper and onion served with a creole mustard dipping sauce

DIP DUO – HUMMUS AND TZATZIKI $12
Served with pita and carrots, cucumbers and celery

AHI TUNA POKE PLATTER $16
Tropical pineapple soy marinated, seaweed salad, wasabi, pickled ginger, served with wonton chips

HANDHELDS

ALL HANDHELDS SERVED WITH CHOICE OF ONE SIDE AND PICKLE

AHI TUNA WRAP $19
Tropical pineapple soy marinated tuna, lettuce, tomato and avocado in a flour tortilla, served with sweet chili sauce and wasabi aioli

CHICKEN CAESAR WRAP $16
Chopped romaine tossed in Caesar dressing, crouton crumble, wrapped in a flour tortilla with choice of grilled, blackened or fried chicken

TURKEY PANINI $17
Rosemary Focaccia, Swiss, roasted red pepper, spinach, honey Dijon Aoili

SOCIAL BURGER $18
USDA Prime Chuck burger with lettuce, tomato and onion on a toasted brioche bun.
Add cheese or toppings **$1**

A5 WAGYU BRANDY MUSHROOM BURGER $26
A5 wagyu burger topped with sautéed mushrooms, gorgonzola, bacon and brandy sauce on a toasted brioche bun

THE SOCIAL SALAD SANDWICH $15
Choice of tuna salad or chicken salad. Served cold with choice of toasted bread and LTO.
Or served as a melt with Swiss

CHICKEN SANDWICH $16
Choice of grilled, blackened or fried on a toasted brioche bun, topped with lettuce, tomato and onion served with a lemon caper aioli

GROUPER SANDWICH $21
Choice of grilled, blackened or fried on a toasted brioche bun, topped with lettuce, tomato and onion served with a lemon caper aioli

SALADS

SOCIAL CHEF SALAD $19
Chopped mixed greens, tomato, cucumber, hard boiled egg, ham, turkey, Swiss with your choice of dressing

BLACK & BLUE SALAD $26
Chopped romaine, tomato, cucumber, avocado, gorgonzola, shaved red onion, blackened steak

CITRUS SUMMER SALAD $15
Romaine and spinach blend topped with fresh strawberries, mandarin oranges, fried goat cheese, sweet, candied walnuts drizzled with citrus vinaigrette

CAESAR SALAD OR HOUSE SALAD
Small $7 Large $10

ADD:
Chicken $6 | Grouper $8 | Steak $12
Tuna Salad $6 | Chicken Salad $6



AVENIR SOCIAL

DRINKS

WINES & BUBBLES

Social's House Wine $9
Chardonnay, Pinot Grigio, Sauvignon Blanc, Merlot, Cabernet

Terlato, Pinot Grigio	14	Meiomi, Pinot Noir	14
Kim Crawford, Sauv. Blanc	13	Rodney Strong, Merlot	16
Butter, Chardonnay	14	Bieler Cotes Du Rhone, Blend	14
Château Ste Michelle, Chardonnay	16	Unshackled, Cabernet	18
The Beach, Rosé	13	Freixenet, Brut	9
		Ruffino, Prosecco	12

BEER

BOTTLES $7
Mich Ultra
Bud Light
Miller Lite
Coors Light
Stella 0.0

BOTTLES $8
Corona
Corona Lite
Blue Moon
Yuengling

SELTZERS $8

Nutrl
Watermelon, Orange, Pineapple, Black Cherry

Surfside
Raspberry, Ice Tea/Lemonade, Peach

Mix & Match Buckets 6 for $35

COCKTAILS $15

Old Fashion
Bulleit bourbon, filthy black cherry juice and orange bitters

The Social Mule
Tito's handmade vodka, ginger beer, lime juice

Aperol Spritz
Ruffino Prosecco, Aperol, sparkling water

Rum Punch
Bacardi white rum, Captain spiced rum, orange, pineapple and cranberry juice

Classic Margarita
Mi Campo Tequila, Triple Sec, sour mix with a salted rim

MARTINIS $15

Cosmo
Smirnoff Vodka, orange liqueur, cranberry juice with a splash of lime juice

The Dirty
Tito's vodka chilled with blue cheese stuffed olives

Espresso
Vanilla vodka, coffee liquor & espresso

Lemon Drop
Absolut citron, orange liqueur and lemon juice with a sugar rim

October 8, 2026

PROPOSED MOCK

Dinner Menu



AVENIR SOCIAL

APPETIZERS

WINGS $15
10 wings tossed in your choice of mild, hot, sweet garlic or dry rub, served with your choice of dipping sauce and celery

COCONUT SHRIMP $15
Served with house made Pina Colada sauce

SMOKED FISH DIP $16
Locally sourced mahi dip, served with tomatoes, jalapenos and warm pita chips

DIP DUO $12
Hummus and Tzatziki served with pita and carrots, cucumbers and celery

AHI TUNA POKE PLATTER $16
Tropical pineapple soy marinated, seaweed salad, wasabi, pickled ginger, served with wonton chips

HANDHELDS

ALL HANDHELDS SERVED WITH CHOICE OF ONE SIDE AND PICKLE

SOCIAL BURGER $18
USDA Prime Chuck burger with lettuce, tomato and onion on a toasted brioche bun.
Add cheese or toppings $1

A5 WAGYU BRANDY MUSHROOM BURGER $26
A5 wagyu burger topped with sautéed mushrooms, gorgonzola, bacon and brandy sauce on a toasted brioche bun

CHICKEN SANDWICH $16
Choice of grilled, blackened or fried on a toasted brioche bun, topped with lettuce, tomato and onion served with a lemon caper aioli

GROUPER SANDWICH $21
Choice of grilled, blackened or fried on a toasted brioche bun, topped with lettuce, tomato and onion served with a lemon caper aioli

SOUPS & SALADS

LOBSTER AND CRAB BISQUE $13
House made with sherry and topped with lobster, crab and chives

SOCIAL CHEF SALAD $19
Chopped mixed greens, tomato, cucumber, hard boiled egg, ham, turkey, Swiss with your choice of dressing

BLACK & BLUE SALAD $26
Chopped Romaine, tomato, cucumber, avocado, gorgonzola, shaved red onion, blackened steak

CITRUS SUMMER SALAD $15
Romaine and spinach blend topped with fresh strawberries, mandarin oranges, fried goat cheese, sweet, candied walnuts drizzled with citrus vinaigrette

CAESAR SALAD OR HOUSE SALAD
Small $7 Large $10

ADD: Chicken $6 | Grouper $8 | Steak $12 | Tuna Salad $6 | Chicken Salad $6

ENTREES

ALL ENTREES ARE SERVED WITH YOUR CHOICE OF TWO SIDES

CITRUS GROUPER $35
Grouper fillet coated in our citrus-panko crust topped with our house made sweet citrus butter

CHICKEN PICCATA $26
Sautéed chicken breast with capers in our lemon white wine butter sauce served over fettuccine pasta

14oz GRILLED RIBEYE $44
Center cut, grilled and served with garlic butter

WAGYU SIRLOIN $30
Center cut 8oz wagyu sirloin grilled and finished with garlic butter

RIGATONI ALA VODKA $30
Fresh made to order with chicken grilled or blackened



AVENIR SOCIAL

DRINKS

WINES & BUBBLES

SOCIAL'S HOUSE WINE $9
Chardonnay, Pinot Grigio, Sauvignon Blanc, Merlot, Cabernet

Terlato, Pinot Grigio	14	Meiomi, Pinot Noir	14
Kim Crawford, Sauv. Blanc	13	Rodney Strong, Merlot	16
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BEER

BOTTLES $7
Mich Ultra
Bud Light
Miller Lite
Coors Light
Stella 0.0

BOTTLES $8
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Corona Lite
Blue Moon
Yuengling

SELTZERS $8

Nutrl
Watermelon, Orange, Pineapple, Black Cherry

Surfside
Raspberry, Ice Tea/Lemonade, Peach

MIX & MATCH BUCKETS 6 FOR $35

COCKTAILS $15

Old Fashion
Bulleit bourbon, filthy black cherry juice and orange bitters

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Tito's handmade vodka, ginger beer, lime juice

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Ruffino Prosecco, Aperol, sparkling water

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Classic Margarita
Mi Campo Tequila, Triple Sec, sour mix with a salted rim

MARTINIS $15

Cosmo
Smirnoff Vodka, orange liqueur, cranberry juice with a splash of lime juice

The Dirty
Tito's vodka chilled with blue cheese stuffed olives

Espresso
Vanilla vodka, coffee liquor & espresso

Lemon Drop
Absolut citron, orange liqueur and lemon juice with a sugar rim

October 8, 2026

THANK YOU FOR GIVING US THE OPPORTUNITY TO PRESENT THIS NEW CONCEPT TO THE BOARD. ANY ADDITIONS/CHANGES OR REMOVALS WE WOULD LOVE THE OPPORUNITY TO DISUCSS FURTHER. PLEASE LET US KNOW WHEN A GOOD TIME TO SET UP A FOLLOW UP MEETING. ANY QUESTIONS PLEASE FEEL FREE TO CONTACT US AT ANYTIME.

Ryan Witkowski

Owner/Operator

Robyn Pizzichiello

Director of Operations
Events Manager

October 8, 2026

Restaurant Partners, Inc.

Ms. Megan Bowden
District Manager
Avenir CDD
2501A Burns Road
Palm Beach Gardens, FL. 33410-5204

VIA E-MAIL

October 6, 2026

Dear Megan,

Thanks again for the time you, Perry and Patricia spent showing us around the Avenir Clubhouse last week. We certainly like the idea of converting the ballroom into a partial dining room and especially working with a new kitchen. We appreciate the opportunity to outline our F&B Management services for Avenir and welcome your thoughts after you get a chance to review with your team.

This proposal outlines the background of Restaurant Partners, Inc. (RPI) and our management arm Restaurant Partners Management (RPM), which holds our management contracts. I've highlighted both our company philosophy and approach to a new property in general, with specifics to follow should we move forward.

Once you've had a chance to review the Proposal, feel free to reach out with any questions and we'll see if there might be a mutual benefit moving forward.

Thanks for your interest so far and we look forward to your thoughts.

Kind regards,

David Manuchia
President

Cc: Perry Baldwin – Vesta Property Services
Patricia Chiaramonte – Vesta Property Services

Attachment

1030 N. Orange Avenue, Suite 200
Orlando, Florida 32801
407-839-5070
FAX 407-839-3388
restaurantpartnersinc.com

PROPOSAL FOR F&B MANAGEMENT SERVICES

After a brief discussion with Management at Avenir CDD (Client), Restaurant Partners, Inc. (RPI) is pleased to present the following Proposal for Services to manage the day-to-day food and beverage operations of the property.

COMPANY BACKGROUND

RPI is a 34-year-old Restaurant Operations and Management Company, specializing in the management of food and beverage operations across the state of Florida. In our history, we have worked with such companies as The Walt Disney Company, Darden Restaurants, IBM, Krispy Kreme, Coors and various government agencies to develop, plan and execute strategies and operations.

Our management team is experienced in the restaurant industry at companies like Darden Restaurants, The Walt Disney Company, and P.F. Changs, but is conditioned to be entrepreneurial in solving issues and presenting creative ideas unique to each property.

Our approach to F&B management is simple . . . . . Partner with the Client to bring each Property their own preferred package of quality, pricing and service based on their budget and guest expectations. We have a corporate infrastructure (that we call the "chassis") in Orlando that includes, Operations, Culinary, Marketing, Finance and Human Resources, all of which support our properties across our Company. This chassis will be used to provide Avenir management timely information and strategic direction based on data, not guesses, and is used to drive both revenues and profitability.

Although we've opened and operated restaurants across the country and in the Caribbean, our current portfolio is Florida-based. We understand the Florida labor market, Florida liquor licensing, Florida seasonal volume patterns, and the Florida customer. We have managed restaurants that serve snowbirds and permanent residents, tourists, and local regulars.

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STAFFING AND MANAGEMENT

We pride ourselves on providing the right level of staffing to match the sales and seasonality of each property we manage. There is always a full-time, experienced Management team on property overseeing day-to-day operations, providing training for the staff, interacting with guests, and communicating with senior management regarding the specific needs of their property.

Beyond that, we have a Corporate Director of Operations and Corporate Executive Chef to support each location for Holidays, Caterings and Charity Functions.

All staff members are employed by Restaurant Partners and participate in the RPI benefits programs including insurance, 401(k), PTO and employee discounts. RPI maintains the proper insurances, including Worker's Comp., Liquor Liability and General Liability, on all properties and employees.

OPERATIONS APPROACH

RPI has proven steps of service, recipes and accounting controls that have been tested and used throughout the country at various volumes and locations. We have a Corporate Policy & Procedure Manual that is constantly reviewed by our HR and Legal teams to meet current laws and standards. Our operational steps of service, job descriptions, expectations, and career progression steps are clearly outlined in both management and hourly position manuals for each job title.

We take a "guest first" attitude with our policies and allow on-site management the flexibility to satisfy their particular guest base with specific recommendations to RPI policy changes as needed. All policies and procedures are designed with three things in mind:

1) Guest and employee safety
2) Compliance with all local laws and regulations
3) Guest Satisfaction

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BUDGETING/ACCOUNTING

Annually in October, RPI presents a 12-month budget for review by the Board and HOA Management Company, detailing expectations for the coming year.

Accounting is done at the corporate office in Orlando and financial statements are prepared within 30 days after the closing of each month. These are available to Management upon request.

Separate Operating and Payroll bank accounts are opened for each location with both an RPI and Client Representative authorized to sign checks. All invoices, sales taxes, licenses, and other F&B related obligations are tracked and paid by RPI.

Upon entering the property RPI will assess and report the need for any initial services (Hood cleaning, pressure cleaning, plumbing etc.) and/or capital requirements (smallwares, equipment, etc.) to the Client. RPI also has vetted General Contractors, Architects and Kitchen Design vendors available to convert the Avenir clubhouse ballroom into a usable dining room operation.

Although RPI will handle the bids and management of such needs, it will be the responsibility of the Client to fund all such approved requirements.

BRAND EXPANSION

Our marketing team is prepared to work directly with the Client's team to properly represent the legacy, brand strengths, community involvement, and competitive advantages of using all amenities on property for various functions, charity events, and social gatherings.

Our team generally works with the property Lifestyle Director at least three months ahead in planning and organizing events, Holidays, banquets, and social gatherings. Jointly, they coordinate with the culinary and operations teams to ensure the day of the event goes exactly as planned for the guest.

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TIMELINE AND START-UP

At Avenir, RPI would immediately begin a 4–5-month budgeting, planning, construction, operations, and training plan on the first day of a new contract. This time allows for securing proper permits and licenses, developing menus, smallwares packages and uniforms, and hiring and training new employees.

Following proper staffing, there is an intensive 10-day training program where all menu items, steps of service, recipe practice, food knowledge, and restaurant set-up are displayed by our opening training team and practiced by the new team prior to opening to the community. A CDD funded VIP party prior to opening is optional but tends to accelerate the introduction of the new staff and menu to the community.

FUNDING

The attached pro-forma outlines the expected first year performance and associated costs. Based on five days per week for lunch and dinner and no resident minimum from the 1,174 homes, the HOA monthly contribution is estimated to be $37,500.

RPI incorporates a Management Fee as part of the Monthly HOA funding along with all operating expenses except those explicitly paid directly by the Client. An annual budget will be developed showing the projected amount of funding monthly and an ACH will be sent from the Client to an RPI Operating account by the first of each month. Additionally, RPI will develop a pre-opening budget showing costs of FF&E, training, menus, uniforms inventory, signage etc. that would need funding prior to opening.

All licenses and insurances required by the Client would be obtained and held by RPI but would be specific to the property. As part of the Management Agreement, RPI maintains all General and Liability insurances with the Client as additional insured. Both Food Service and Liquor licenses will be held in the Restaurant Partners name and will be applied for with a signed contract.

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	Avenir CDD	Restaurant Partners, Inc.
APPROVED:	_____	_____
	Ms. Megan Bowden District Manager	David G. Manuchia President
DATE:	_____	_____

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1st 12 Months P&L

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Income														
Food	75.55%	$96,251	$112,947	$106,072	$86,429	$68,751	$103,126	$64,822	$49,108	$49,108	$52,054	$97,233	$96,251	$982,150
Wine	8.00%	$10,192	$11,960	$11,232	$9,152	$7,280	$10,920	$6,864	$5,200	$5,200	$5,512	$10,296	$10,192	$104,000
Liquor	12.00%	$15,288	$17,940	$16,848	$13,728	$10,920	$16,380	$10,296	$7,800	$7,800	$8,268	$15,444	$15,288	$156,000
Beer	5.00%	$6,370	$7,475	$7,020	$5,720	$4,550	$6,825	$4,290	$3,250	$3,250	$3,445	$6,435	$6,370	$65,000
Other Revenues	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Banquet	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Gross Sales	**100.55%**	**$128,101**	**$150,322**	**$141,172**	**$115,029**	**$91,501**	**$137,251**	**$86,272**	**$65,358**	**$65,358**	**$69,279**	**$129,408**	**$128,101**	**$1,307,150**
Employee Meals	-0.55%	($701)	($822)	($772)	($629)	($501)	($751)	($472)	($358)	($358)	($379)	($708)	($701)	($7,150)
Returns	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NET SALES	100.00%	**$127,400**	**$149,500**	**$140,400**	**$114,400**	**$91,000**	**$136,500**	**$85,800**	**$65,000**	**$65,000**	**$68,900**	**$128,700**	**$127,400**	**$1,300,000**
Cost of Sales														
Food	39.80%	$36,575	$42,920	$40,307	$32,843	$28,875	$45,375	$28,522	$21,607	$18,661	$19,781	$36,948	$38,500	$390,915
Wine	40.00%	$4,077	$4,784	$4,493	$3,661	$2,912	$4,368	$2,746	$2,080	$2,080	$2,205	$4,118	$4,077	$41,600
Liquor	32.00%	$4,892	$5,741	$5,391	$4,393	$3,494	$5,242	$3,295	$2,496	$2,496	$2,646	$4,942	$4,892	$49,920
Beer	25.00%	$1,593	$1,869	$1,755	$1,430	$1,138	$1,706	$1,073	$813	$813	$861	$1,609	$1,593	$16,250
Bar Mixers	3.00%	$459	$538	$505	$412	$328	$491	$309	$234	$234	$248	$463	$459	$4,680
Other (Paper, To Go)	3.00%	$3,822	$4,485	$4,212	$3,432	$2,730	$4,095	$2,574	$1,950	$1,950	$2,067	$3,861	$3,822	$39,000
COST OF SALES	**41.72%**	**$51,417**	**$60,337**	**$56,664**	**$46,171**	**$39,477**	**$61,278**	**$38,517**	**$29,180**	**$26,233**	**$27,807**	**$51,942**	**$53,342**	**$542,365**
Food		38.0%	38.0%	38.0%	38.0%	42.0%	44.0%	44.0%	44.0%	38.0%	38.0%	38.0%	40.0%	
Wine		40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	
Liquor		32.0%	32.0%	32.0%	32.0%	32.0%	32.0%	32.0%	32.0%	32.0%	32.0%	32.0%	32.0%	
Beer		25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	
Bar Mixers		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Total COGS		40.4%	40.4%	40.4%	40.4%	43.4%	44.9%	44.9%	44.9%	40.4%	40.4%	40.4%	41.9%	
Payroll Expenses														
Hourly Labor	29.76%	$31,487	$29,988	$31,487	$32,987	$32,987	$31,487	$34,486	$32,987	$32,987	$34,486	$28,489	$32,987	$386,845
Overtime	0.10%	$127	$150	$140	$114	$91	$137	$86	$65	$65	$69	$129	$127	$1,300
Training	0.25%	$319	$374	$351	$286	$228	$341	$215	$163	$163	$172	$322	$319	$3,250
Other	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Hourly Payroll	30.11%	$31,933	$30,511	$31,979	$33,387	$33,305	$31,965	$34,787	$33,214	$33,214	$34,727	$28,939	$33,433	$391,395
% of Sales		25.1%	20.4%	22.8%	29.2%	36.6%	23.4%	40.5%	51.1%	51.1%	50.4%	22.5%	26.2%	30.1%
Management	24.85%	$26,917	$26,917	$26,917	$26,917	$26,917	$26,917	$26,917	$26,917	$26,917	$26,917	$26,917	$26,917	$323,000
Bonus - 7% of Store Inc	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Payroll Taxes	7.11%	$7,922	$8,116	$8,126	$7,871	$7,505	$8,065	$7,576	$7,098	$7,098	$7,311	$7,638	$8,075	$92,401
Group Insurances (4)	0.55%	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$7,200
401 K Match - 3% Mgmt	0.68%	$808	$808	$808	$808	$808	$808	$808	$808	$808	$808	$808	$0	$8,883
Workers' Comp.	0.80%	$856	$836	$857	$877	$876	$857	$898	$875	$875	$897	$813	$878	$10,394
TOTAL PAYROLL	64.10%	**$69,036**	**$67,787**	**$69,286**	**$70,460**	**$70,011**	**$69,211**	**$71,584**	**$69,511**	**$69,511**	**$71,259**	**$65,714**	**$69,902**	**$833,273**
		54.2%	45.3%	49.3%	61.6%	76.9%	50.7%	83.4%	106.9%	106.9%	103.4%	51.1%	54.9%	64.1%
Gross Profit		**$6,946**	**$21,376**	**$14,450**	**($2,231)**	**($18,487)**	**$6,011**	**($24,301)**	**($33,691)**	**($30,745)**	**($30,167)**	**$11,044**	**$4,155**	**($75,639)**
		5.5%	14.3%	10.3%	-1.9%	-20.3%	4.4%	-28.3%	-51.8%	-47.3%	-43.8%	8.6%	3.3%	-5.8%

1st 12 Months P&L

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Laundry/Mats	0.75%	$956	$1,121	$1,053	$858	$683	$1,024	$644	$488	$488	$517	$965	$956	$9,750
Linen/Napkins	0.75%	$956	$1,121	$1,053	$858	$683	$1,024	$644	$488	$488	$517	$965	$956	$9,750
Cleaning Supplies	0.70%	$892	$1,047	$983	$801	$637	$956	$601	$455	$455	$482	$901	$892	$9,100
Cleaning Services (HOA)	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PPE	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Kitchen Supplies	1.00%	$1,274	$1,495	$1,404	$1,144	$910	$1,365	$858	$650	$650	$689	$1,287	$1,274	$13,000
Restaurant Supplies	0.75%	$956	$1,121	$1,053	$858	$683	$1,024	$644	$488	$488	$517	$965	$956	$9,750
Banquet Supplies	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Banquet Rentals	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Paper Products	0.20%	$255	$299	$281	$229	$182	$273	$172	$130	$130	$138	$257	$255	$2,600
Uniforms	0.10%	$127	$150	$140	$114	$91	$137	$86	$65	$65	$69	$129	$127	$1,300
	4.25%	$5,415	$6,354	$5,967	$4,862	$3,868	$5,801	$3,647	$2,763	$2,763	$2,928	$5,470	$5,415	$55,250
		4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%
Managed Expenses														
R & M - Equipment (HOA)	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
R & M - Contracts (HOA)	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
R & M - Com Area (HOA)	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
R & M - Renovation (HOA)	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Office Supplies	0.10%	$127	$150	$140	$114	$91	$137	$86	$65	$65	$69	$129	$127	$1,300
Telephone	0.09%	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$1,200
Electricity (HOA)	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$500	$0
Gas (HOA)	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water & Sewer (HOA)	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pest Control (HOA)	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Hauling of Waste (HOA)	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Equipment Rental (HOA)	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Store Services	1.08%	$1,174	$1,174	$1,174	$1,174	$1,174	$1,174	$1,174	$1,174	$1,174	$1,174	$1,174	$1,174	$14,088
Menus	0.02%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$250	$0	$0	$250
Comp Meals	0.50%	$637	$748	$702	$572	$455	$683	$429	$325	$325	$345	$644	$637	$6,500
Employee Discount	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Shopper Reports	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Cash Variations	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	1.80%	$2,038	$2,171	$2,116	$1,960	$1,820	$2,093	$1,789	$1,664	$1,664	$1,937	$2,046	$2,538	$23,338
		1.6%	1.5%	1.5%	1.7%	2.0%	1.5%	2.1%	2.6%	2.6%	2.8%	1.6%	2.0%	1.8%
Indirect Expenses														
Credit Card Discounts	2.50%	$1,274	$1,495	$1,404	$1,144	$910	$1,365	$858	$650	$650	$689	$1,287	$1,274	$13,000

1st 12 Months P&L

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Rent	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Bank Charges	0.05%	$64	$75	$70	$57	$46	$68	$43	$33	$33	$34	$64	$64	$650
Data Processing	0.40%	$510	$598	$562	$458	$364	$546	$343	$260	$260	$276	$515	$510	$5,200
Professional Fees	13.85%	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$180,000
Taxes & Licenses	0.16%	$0	$0	$0	$1,820	$0	$0	$0	$0	$250	$0	$0	$0	$2,070
Business & Casualty Insur	1.06%	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$13,800
Dues, Donations, Subscrip	0.05%	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$600
R&D	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Income Tax	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Employee & Business Exp.	0.10%	$127	$150	$140	$114	$91	$137	$86	$65	$65	$69	$129	$127	$1,300
Auto Expense	0.10%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Travel & Related Exp.	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	18.26%	$18,175	$18,517	$18,376	$19,793	$17,611	$18,316	$17,530	$17,208	$17,458	$17,268	$18,195	$18,175	$216,620
		14.3%	12.4%	13.1%	17.3%	19.4%	13.4%	20.4%	26.5%	26.9%	25.1%	14.1%	14.3%	16.7%
Marketing Expense														
Advertising	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Entertainment	0.92%	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
Community Relations 1/30	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Coupons $10 Coupons	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	0.92%	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
		0.8%	0.7%	0.7%	0.9%	1.1%	0.7%	1.2%	1.5%	1.5%	1.5%	0.8%	0.8%	0.9%
STORE LEVEL EARNINGS		($19,681)	($6,666)	($13,010)	($29,846)	($42,785)	($21,199)	($48,267)	($56,325)	($53,629)	($53,300)	($15,667)	($22,972)	($382,847)
		-15.4%	-4.5%	-9.3%	-26.1%	-47.0%	-15.5%		-86.7%	-82.5%	-77.4%	-12.2%	-18.0%	-29.4%
Resident Minimum	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Less: Sales Tax @ 7%	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Less: Autograt @ 18%	#DIV/0!	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Less: Payroll Tax on Auto		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Management Reimb	-34.62%	($37,500)	($37,500)	($37,500)	($37,500)	($37,500)	($37,500)	($37,500)	($37,500)	($37,500)	($37,500)	($37,500)	($37,500)	($450,000)
HOA Profit Share	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NET OPERATING INCOME		$17,819	$30,834	$24,490	$7,654	($5,285)	$16,301	($10,767)	($18,825)	($16,129)	($15,800)	$21,833	$14,528	$67,153
		14.0%	20.6%	17.4%	6.7%	-5.8%	11.9%	-12.5%	-29.0%	-24.8%	-22.9%	17.0%	11.4%	5.2%

The Palms
AT POLO TRACE

Lunch
Tuesday - Saturday
12:00pm-4:00pm

EAT ~ DRINK ~ RECHARGE

Starters

Soup of the Day 7.95

GF **Turkey Chili** 8.95
Mildly seasoned with chopped onion and cheddar jack cheese

Firecracker Shrimp 13.50
Battered and tossed in a sweet and spicy sauce

NEW **Calamari** 15.50
Lightly battered with peppers, served with sriracha aioli

Chicken Wings 16.95
Crispy jumbo wings served your way. . . .
buffalo, BBQ, chili lime or naked

Brussels 12.95
Truffle balsamic honey, smoked sea salt, candied walnuts, parmesan cheese

NEW **Spinach Artichoke Dip** 10.95
Hot and cheesy dip with tortilla chips

Salads

Add: chicken breast 6 | shrimp 8 | salmon 9
turkey burger 6 | veggie burger 6
scoop of tuna salad 4 | toasted pita 2

***Caesar Salad** 12.50
Crisp romaine, anchovy dressing, parmesan, and garlic croutons
*contains raw eggs

GF **House Greek Salad** 12.95
Tomato, cucumber, red onion, Greek olives, feta cheese and romaine tossed in an herb vinaigrette

Mandarin Chicken 16.95
Grilled orange glazed chicken, romaine, tomato, red onion, cucumber, mandarin oranges, carrots, wontons and sesame ginger dressing

GF **North Palm Beach** 22.50
Lump crab, shrimp salad, avocado, roasted corn, chopped greens, sunflower kernels,
vine ripe tomato and balsamic vinaigrette

Steak and Blue 20.95
Seared filet tips, crumbled blue cheese, spinach, red peppers, tomato and red onion, finished with balsamic glaze

***Tuna Poke** 20.50
Ponzu, edamame, avocado, carrots, cucumber, grape tomatoes, seaweed salad, sushi rice
Substitute with seared Salmon! 25

VG **Create Your Own Salad** 9.50
Start with: Romaine or Spinach

Add Toppings $.50 ea
Tomato, onion, olives, cucumber, corn, edamame, croutons, broccoli, mushroom, walnuts, bacon, orange segments, roasted red peppers, feta, parmesan or crumbled blue cheese

Choose Your Dressing:
Balsamic, greek, ranch, 1000 island, blue cheese, honey mustard, citrus oil, champagne vinaigrette, sesame mandarin

Make it a wrap $2

*Consumption of undercooked meat, poultry, eggs, or seafood may increase the risk of foodborne illnesses.
Alert your server if you have special dietary requirements.

The Palms
AT POLO TRACE

Lunch
Tuesday - Saturday
12:00pm-4:00pm

EAT ~ DRINK ~ RECHARGE

Pick A Pair. 12.95

Cup of Soup, Small Caesar or Greek Salad

With a Half Sandwich:

BLT, Turkey Club, Grilled Cheese, Tuna Salad, or Shrimp Salad

Choice of Bread: Sliced Brioche, Wheat, or Rye

Wrap available upon request

Sandwiches

Sandwiches include a choice of side
Gluten free bun or lettuce wrap available upon request

***Cheeseburger** 15.95
Hand formed patty, American cheese, lettuce and tomato on a toasted brioche bun with red onion on request
Add bacon $2

NEW **Turkey Burger** 16.50
Seasoned ground turkey, lettuce, mayo and cranberry on a toasted brioche bun

Chicken Avocado Wrap 16.50
Blackened chopped chicken, avocado, roasted corn, chipotle mayonnaise, and pico de gallo, in a flour tortilla

NEW **Turkey Club** 16.95
All natural deli turkey, bacon, lettuce, tomato, Swiss cheese, herb aioli on toasted wheat

Tuna Melt 15.95
Albacore tuna salad on grilled brioche with swiss cheese

Palms Chicken Sandwich 16.95
Swiss cheese, honey mustard, lettuce, tomato and bacon on a pretzel bun

GF VG **Veggie Burger** 15.50
Plant-based patty, lettuce, tomato on a brioche bun

Tuna Salad Sandwich 14.95
On sliced brioche with lettuce and tomato

Frittata Napoli 15.50
An open faced omelet with fresh basil, tomato, spinach, onion, mushroom and mozzarella

NEW **Firecracker Shrimp Tacos** 16.95
Crispy shrimp in a sweet and spicy sauce with asian slaw, on flour tortillas

Not For Kids Only

served with a choice of side

Mac 'n Cheese 10.50
Creamy house made sauce with cavatappi

Chicken Tenders 12.95
Hand breaded chicken breast strips

Grilled Cheese 8.95
American cheese, thick sliced white
Add: bacon | tomato 2

All Beef Hot Dog 9.50

Cheeseburger Sliders 12.50
Two hand pressed patties with American cheese

Pizza

Classic Cheese 12.50
12" hand tossed pizza, with red sauce and mozzarella

Create Your Own . . . . . $1 ea
bbq sauce, pepperoni, sausage, bacon, tomato, red onion, green peppers or mushrooms

Sides

french fries
sweet potato fries
white rice
coleslaw
brussels sprouts
spinach
fresh fruit salad
broccoli

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The Palms
AT POLO TRACE

Wines by the Glass $4 OFF

uncork a 9oz pour....Add $2

House

House Sauvignon Blanc	~~8~~	4
House Chardonnay	~~8~~	4
House Pinot Grigio	~~8~~	4
House Cabernet Sauvignon	~~8~~	4

Whites

Prosecco, House	~~8~~	4
Rosé, Avaline, FR	~~12~~	8
Chardonnay, Unknown Author CA	~~9~~	5
Chardonnay, Austin Hope, CA	~~11~~	7
Sauv Blanc, the Crossings, NZ	~~10~~	6
Pinot Grigio, Alto Vento, IT	~~9~~	5
Riesling, Kung Fu Girl, WA	~~10~~	6

Reds

Cabernet, Unknown Author, CA	~~9~~	5
Red Blend, Conundrum, CA	~~10~~	6
Pinot Noir, Banshee, CA	~~11~~	7
Cabernet, Joel Gott 815, CA	~~11~~	7
Super Tuscan, Querceto	~~10~~	6

All Beer $5

Social Hour

Tuesday - Saturday
3:00pm-6:30pm



Cheeseburger Slider	4
Bavarian Pretzel	5
Spinach Artichoke Dip	7
Chicken Wings	11
Firecracker Shrimp Tacos (2)	8
fried crispy or grilled	
Chicken Avocado Lettuce Wraps	9

Specialty Cocktails $6

Freezer Martini
Up with olives or a twist, Vodka or Gin

Sunset Cosmo
Vodka, triple sec, lime juice, cranberry

Lemon Grove Lemon Drop
Vodka, lemon, triple sec

Driftwood Old Fashioned
Bourbon, bitters, filthy cherry

The Palms Margarita
Tequila, lime, agave

Palm Tree Paloma
Tequila, grapefruit, lime, fresca

Atlantic Mule
Vodka, ginger beer, lime

Coastal Mai Tai
Rum, orgeat, curaçao, lime

Sangria
Red or White

House Spirits $6

Tito's Vodka, TX
Jack Daniels Tennessee Whiskey
Gray Whale Sustainable sourced botanicals, CA
High West Blended Bourbon, UT
Cruzan Bourbon barrel aged, St. Croix
Dewer's Blended Scotch Whiskey, Scotland
Hornitos Blue agave Tequila, MX

The Palms
AT POLO TRACE

EAT ~ DRINK ~ RECHARGE

Wines

Sparkling

	6 oz	bottle
Prosecco, House	9	32

Rosé

	6 oz	9 oz	bottle
Avaline, organic, FR	12	15	48

Chardonnay

	6 oz	9 oz	bottle
House Chardonnay, CA	8	11	
Unknown Author, CA	9	12	36
Austin Hope, CA	11	14	44

Interesting Whites

	6 oz	9 oz	bottle
House Pinot Grigio, CA	8	11	
House Sauvignon Blanc, NZ	8	11	
Pinot Grigio, Alto Vento, IT	9	12	36
Sauv Blanc, The Crossings, NZ	10	13	40
Riesling, Kung Fu Girl, WA	10	13	40

Cabernet Sauvignon

	6 oz	9 oz	bottle
House Cabernet, CA	8	11	
Unknown Author, CA	9	12	36
Joel Gott 815, CA	11	14	44

Interesting Reds

	6oz	9oz	bottle
Red Blend, Conundrum, CA	10	13	40
Super Tuscan, Querceto, IT	10	13	40
Pinot Noir, Banshee, CA	11	14	44

Beer

Corona / Corona Light . . . 7
Heineken . . . 7
Blue Moon . . . 7
Guinness . . . 7
Sierra Nevada Hazy IPA . . . 7
Heineken 0.0 . . . 6
Miller Lite . . . 6
Mich Ultra . . . 6

Specialty Cocktails

Freezer Martini . . . 12
Served ice cold, up with olives or a twist
Choice of Tito's or Grey Whale

Sunset Cosmopolitan . . . 12
Tito's, triple sec, lime juice, cranberry

Driftwood Old Fashioned . . . 12
High West, Angostura Bitters, sugar cane

Lemon Grove Lemon Drop . . . 12
Tito's, lemon, triple sec

Boardwalk Manhattan . . . 12
High West Rye, sweet vermouth, bitters

Atlantic Mule . . . 12
Tito's, ginger beer, lime

Palm Tree Paloma . . . 12
Hornitos, grapefruit, lime, fresca

Coastal Mai Tai . . . 12
Cruzan Light Aged rum, orange curaçao, orgeat, lime

The Palms Margarita . . . 12
Hornitos, lime, agave

Seasonal Sangria . . . 12
Red or White, fresh fruit, schnapps

Frozen Pina Colada . . . 12
Cruzan, coconut, pineapple, lime

Reserve Cocktails

The Palmtini 14
Ketel One, Chambord, lemon

Grand Old Fashioned 14
Angels' Envy, Grand Marnier, barrel-aged maple syrup, bitters

Golden Margarita 14
Tequila, Cointreau, lime

The Palms
AT POLO TRACE

Dinner
Tuesday - Sunday
From 4:00pm

EAT ~ DRINK ~ RECHARGE

Starters

Soup of the Day 7.95

GF **Turkey Chili** 8.95
Served with chopped onion and cheddar jack cheese

Brussels 12.95
Truffle balsamic honey, smoked sea salt,
candied walnuts, parmesan cheese

Firecracker Shrimp 13.50
Battered and tossed in a sweet and spicy sauce

NEW **Spinach Artichoke Dip** 10.95
Hot and cheesy dip with tortilla chips

Chicken Wings 16.95
Crispy jumbo wings served your way. . . .
Buffalo, BBQ, chili lime or naked

NEW **Calamari** 15.50
Lightly battered with peppers,
served with sriracha aioli

Salads

Add: chicken breast 6 | shrimp 8 | salmon 9 | turkey burger 6 | veggie burger 6
scoop of tuna salad 4 | toasted pita 2

***Caesar Salad** 12.50
Crisp romaine, anchovy dressing, parmesan, and garlic croutons *contains raw eggs

GF **Mediterranean House Salad** 12.95
Tomato, cucumber, red onion, Greek olives, feta cheese and romaine tossed in an herb vinaigrette

Mandarin Chicken 16.95
Grilled orange glazed chicken, romaine, tomato, red onion, cucumber, mandarin oranges, carrots,
wontons and sesame ginger dressing

GF **North Palm Beach** 22.50
Lump crab, shrimp salad, avocado, roasted corn, chopped greens, sunflower kernels,
vine ripe tomato and balsamic vinaigrette

Steak and Blue 20.95
Seared filet tips, crumbled blue cheese, spinach, red peppers, tomato and red onion,
finished with balsamic glaze

***Tuna Poke** 20.50
Ponzu, edamame, avocado, carrots, cucumber, grape tomatoes, seaweed salad, sushi rice
Substitute with seared Salmon! 25

Not For Kids Only

served with a choice of side

Mac 'n Cheese 10.50
Creamy house made sauce with cavatappi

Grilled Cheese 8.95
American cheese, thick sliced white
Add: bacon | tomato 2

All Beef Hot Dog 9.50

Chicken Tenders 12.95
Hand breaded chicken breast strips

Cheeseburger Sliders 12.50
Two hand pressed patties
with American cheese

*Consumption of undercooked meat, poultry, eggs, or seafood may increase the risk of foodborne illnesses.
Alert your server if you have special dietary requirements.

The Palms
AT POLO TRACE

Dinner
Tuesday - Sunday
From 4:00pm

EAT ~ DRINK ~ RECHARGE

Sandwiches

Sandwiches include a choice of side
Gluten free bun or lettuce wrap available upon request

***Cheeseburger** 15.95
American cheese, lettuce and tomato on a toasted brioche bun with red onion on request
Substitute a veggie burger on request
Add bacon $2

NEW **Firecracker Shrimp Tacos** 16.95
Crispy shrimp in a sweet and spicy sauce with asian slaw, on on flour tortillas
Sautéed shrimp on request

Palms Chicken Sandwich 16.95
Chicken breast, honey mustard, swiss cheese, bacon, lettuce and tomato on a pretzel bun

Chicken Avocado Wrap 16.50
Blackened chopped chicken, avocado, roasted corn, chipotle mayo and pico de gallo, in a flour tortilla

Turkey Burger 15.95
Seasoned ground turkey, lettuce, mayo and cranberry sauce on a brioche bun

Pizza

Classic Cheese 12.50
12" hand tossed pizza, with red sauce and mozzarella

Create Your Own $.95 ea
bbq sauce, pepperoni, sausage, bacon, tomato, red onion, green peppers or mushrooms

Entrées

Add a small salad or cup of soup $3

NEW **Coconut Shrimp** 22.95
Hand breaded large shrimp, served with fries, coleslaw and a pineapple chili sauce

NEW **Roasted Half Chicken** 25.95
Light herb gravy, roasted potatoes and green beans

***Harvest Salmon** 26.95
Pan seared fillet with spinach, roasted sweet potatoes and lemon butter

***Pan Roasted Pork Chop** 23.95
Roasted potatoes, broccoli and apple amaretto sauce

NEW **Grilled Mahi Mahi** 25.95
Served with sweet potatoes, green beans and basil citrus sauce

Fish and Chips 22.50
Battered cod, fries, coleslaw, and tartar sauce

Frittata Napoli 15.50
An open faced omelet with tomato, spinach, onion, mushrooms and mozzarella cheese.
Served with small caesar salad

Chicken Parmesan 19.95
Breaded cutlet, San Marzano tomato, mozzarella, parmesan and fettuccine

NEW **Cavatappi Bolognese** 18.95
Hearty sauce with ground beef, onion, garlic, carrots, red wine and San Marzano tomato, finished with parmesan

Sides

french fries
white rice
broccoli
brussels sprouts
fresh fruit salad
sweet potato fries
coleslaw
spinach

Desserts

Ghirardelli Brownie Sundae . . . . . small 6.50 large 10.95
Vanilla ice cream, whipped cream and cherries

NEW **Cannoli** 7.50
Sweet cream filling with chocolate chips in a golden crispy shell

Cookie Skillet 7.95
Freshly baked chocolate chip cookie, vanilla ice cream, whipped cream, caramel sauce

Ice Cream Scoop . . . . . single 2.95 double 4.50

*Consumption of undercooked meat, poultry, eggs, or seafood may increase the risk of foodborne illnesses.
Alert your server if you have special dietary requirements.


Barefoot
BAR & GRILL
Hospitality from the Heart
Exclusively for Our Community at The Place at Corkscrew
CATERING INQUIRES * 239-221-8628

SMALL PLATES

Firecracker Shrimp 11.95
crispy petite shrimp in a sweet and spicy sauce

Jumbo Bavarian Pretzel 10.95
served warm with cheese sauce and spicy mustard

Loaded Tots 9.95
cheese sauce, cheddar jack, bacon and green onion
with a side of ranch, jalapeños on request

VG **Cheese Sticks** 9.95
hand battered mozzarella logs with a side of marinara

GF VG **Brussels** 11.50
tossed in a balsamic truffle honey, topped with parmesan,
walnuts and smoked sea salt

Blackened Chicken Nachos 16.50
a mound of tortilla chips with cheese sauce, jalapeños,
green onion, lettuce with pico and sour cream on the side

Coconut Shrimp 12.95
hand battered, served with a pineapple chili sauce

Chicken Tender Basket 12.95
hand battered chicken breast strips with fries

Chicken Wings 16.95
choice of mild buffalo, BBQ, thai chili glazed or dry rubbed
vegetarian cauliflower wings on request

SOUP AND SALAD

Add to any salad: veggie burger $6 grilled chicken $6, shrimp $8, salmon $9

Soup du Jour 7.95

Caesar ..... small 7.50 large 10.95
crisp romaine, garlic croutons, parmesan dressing
*contains raw eggs

VG **Barefoot Salad** 11.50
crisp romaine and cabbage, tossed with mandarin sesame
dressing, finished with mango, pineapple, strawberry, red bell
pepper, carrot, edamame, cucumber and macadamia

GF ***Tuna Poke Bowl** 16.95
diced tuna, avocado, carrot, cucumber, rice, seaweed salad,
edamame, tomato and ponzu

VG **House Salad** ..... small 6.95 large 10.50
romaine, cucumber, grape tomato, carrots, red onion, croutons
dressing: ranch, blue cheese, mandarin sesame, citrus olive oil and oil & vinegar

GF **North Palm Beach Salad** 22.95
jumbo lump crab, shrimp salad, avocado, roasted corn,
vine ripe tomato, sunflower seeds and chopped romaine with citrus
olive oil

BURGERS

Served with choice of fries, coleslaw or broccoli
substitute sweet potato tots, side salad or fresh fruit $2

*** Cheeseburger** 14.95
American cheese, lettuce and tomato
with sliced red onion upon request
$2 add bacon

VG **Veggie Burger** 14.50
toasted brioche, lettuce and tomato
$2 substitute gluten-free bun

***Pub Burger** 17.95
bacon, fried cheese, crispy onions, lettuce and tomato
on a pretzel bun

Turkey Burger 15.95
seasoned ground turkey, mayo, lettuce and whole berry
cranberry on a toasted brioche bun

HANDHELDS

Served with choice of fries, coleslaw or broccoli
substitute sweet potato tots, side salad or fresh fruit $2

Mahi Tacos 16.50
lightly blackened with slaw, sriracha aioli and mango salsa on
flour tortillas

GF **Chicken Lettuce Wrap** 15.95
sliced chilled chicken breast, avocado, pico,
roasted corn and chipotle mayonnaise in romaine lettuce cups

Buffalo Chicken Wrap 15.50
chopped crispy chicken, mild sauce, lettuce, cheddar jack and
bacon with ranch on the side
gluten-free wrap available

Big Dave's Chicken Sandwich 16.95
hand battered chicken breast, cheddar, bacon, lettuce,
tomato on a sesame seed bun
have it grilled if you prefer

Turkey Club 16.95
triple decker on toasted brioche, with sliced turkey, ham,
bacon, Swiss, lettuce, tomato, and mayo

Philly Special 17.95
shaved steak, onions, peppers and provolone
on a toasted hoagie
jalapeños on request

ENTREES

Served with a side Caesar or house salad and fresh baked rolls

Fish 'n Chips 19.95
battered cod, served with fries, coleslaw and tartar

Hawaiian Beef Kabob 27.50
soy ginger marinated tenderloin with grilled peppers, onion and pineapple served over fried rice

Shrimp Capri 22.95
large shrimp and capellini pasta, sautéed in olive oil, garlic, spinach, artichokes, basil and sundried tomato
vegetarian without shrimp 18.50

***Grilled Salmon** 24.95
fresh Atlantic salmon fillet, served with veggie fried rice and tropical salsa

Chicken Parmesan 19.50
breaded cutlet, San Marzano tomato, mozzarella, parmesan and angel hair

Southern Comfort 21.50
house made mac 'n cheese with steak tips, garlic butter, cheddar jack and fried onions

Baby Back Ribs ..... half rack 18.95 full rack 28.95
slow roasted with dry rub, finished on the char grill with zesty BBQ sauce, served with fries and coleslaw

Cajun Chicken Pasta 19.95
blackened chicken breast, onions and peppers in zesty alfredo sauce with fettuccine
vegetarian without chicken 17.95
gluten-free pasta available

HAND STRETCHED PIZZA

Barefoot Cheese

red sauce or creamy alfredo with shredded mozzarella

12" $11.95 • 16" $19.50 • 12" Gluten-Free $13.95

Create Your Own

$1 ea small | $2 ea large

pepperoni | sausage | bacon | ham | meatball
garlic | artichoke | sundried tomato | red onion | bell pepper
mushrooms | spinach | black olives | pineapple
dairy free mozzarella | cheddar jack cheese

SPECIALTY 16" PIZZA

BBQ Chicken Pizza $23.95
zesty BBQ Sauce, mozzarella, cheddar jack, red onions

The Meaty Combo $27.95
pepperoni, meatball, sausage, green bell pepper, red onions, mozzarella and red sauce

Hawaiian $24.50
ham, pineapple, bacon, red sauce and mozzarella cheese

Garden $24.50
mushrooms, onions, peppers, black olives, spinach tomato, mozzarella and red sauce

The Works $28.50
pepperoni, sausage, ham, meatball, onion, peppers, olives, mushrooms, mozzarella and red sauce

Alfredo Chicken 26.95
grilled chopped chicken breast, creamy alfredo, sundried tomato and mozzarella

DESSERT

Brownie Sundae ..... small 6.95 large 10.95
Ghirardelli brownie, vanilla ice cream, whipped cream, chocolate sauce and cherries

Key Lime Pie 6.95
graham cracker crust, whipped cream and raspberry coulis

Funnel Cake Fries 5.95
crispy fried with powdered sugar and chocolate dipping sauce

*Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.
Please notify your server of any food allergies. 10/25

SPARKLING

	Glass	Bottle
Ruffino Prosecco Lumina Sparkling Splits, Italy	13	
Ruffino Lumina Sparkling Rosé Rosé Splits, Italy	13	
Veuve Clicquot, Yellow Label Champagne, France		99

WHITES

	Glass	Bottle
House Whites Chardonnay, Pinot Grigio, Sauvignon Blanc	6	
Bieler Pere & Fils Rosé, Provence, France	9	36
Whispering Angel Rosé, Côtes De Provence, France	15	60
Cupcake Moscato, Veneto, Italy	8	32
Echo Bay Sauvignon Blanc, Marlborough, New Zealand	10	40
Mezzacorona Domenica Pinot Grigio, Trentino Alta Adige, Italy	10	40
Unknown Author Chardonnay, California	9	36
Austin Hope Chardonnay, Paso Robles, California	13	52

REDS

	Glass	Bottle
House Reds Pinot Noir, Cabernet Sauvignon	6	
Banshee Pinot Noir, Santa Barbara, California	11	44
Tolloy Pinot Noir, Trentino Alto Adige, Italy	14	56
Unknown Author Cabernet Sauvignon, California	10	40
Chateau Ste. Michelle "Mimi" Cabernet Sauvignon, Horse Heaven Hills, WA	16	64
1865 Selected Vineyards Cabernet Sauvignon, Maipo Valley, Chile	14	56
Querceto Super Tuscan, Italy	11	44

DRAFTS

- Michelob Ultra.... 5.95
- Stella Artois..... 6.95
- Jai Alai, IPA..... 7.50
- Seasonal Tap..... 7.95
- Yuengling..... 6.95

CANNED

- Corona..... 5.95
- Blue Moon..... 6.50
- Guinness..... 7.95
- Hard Seltzer..... 7.50
- Miller Lite..... 5.50
- Modelo..... 6.95
- Heineken 0.0.... 5.95

SOCIAL HOUR

Wednesday - Sunday 5pm-6:30pm

$6 house wine all day every day
$3 off all other wines by the glass
$4 off specialty cocktails
$5 draft beer
$6 single pour house cocktails

SPECIALTY COCKTAILS

Freezer Martini..... 12
Served ice cold, up with olives or a twist
Choice of Tito's or Grey Whale

Sunset Cosmopolitan..... 12
Absolut Mandarin, triple sec, lime, cranberry

Golden Pineapple Martini..... 12
Pineapple infused vodka, triple sec, lime and simple syrup

Lemon Grove Lemon Drop..... 12
Tito's, lemon, triple sec

Driftwood Negroni..... 12
Beefeater, Campari, sweet vermouth

Boardwalk Manhattan..... 12
High West Rye, sweet vermouth, bitters

Palm Tree Paloma..... 12
Hornitos, grapefruit, lime, fresca

Coastal Mai Tai..... 12
Cruzan Light Aged Rum, orange curaçao, orgeat, lime

Seasonal Sangria..... 12
Red or White, fresh fruit, brandy

RESERVE COCKTAILS

The Corkscrewtini..... 14
Ketel One, Chambord, pineapple

Grand Old Fashioned..... 14
Angel's Envy, Grand Marnier, barrel-aged maple syrup, bitters

The People's Margarita..... 14
Teremana Tequila, Cointreau, lime

FROZEN

Barefoot Margarita..... 10
Hornitos, triple sec, orange and lime

Mudslide..... 11
Bailey's, Kahlua and ice cream with a chocolate swirl

Tropical Lemonade..... 10
Cruzan citrus rum, lemonade, mango, strawberry

Colada..... 10
Choice of strawberry, mango, coconut or banana with Cruzan rum

EST. 2021
LUX GRILL
RESTAURANT

FOR THE TABLE

NEW AVA'A D'LUX MATZO BALL SOUP. 8.50
award winning soup, inspired by her mom!

PIGS IN A BLANKET. 11.50
served with spicy brown mustard

BRUSSELS SPROUTS. 13.50
tossed in balsamic truffle honey with
smoked sea salt, walnuts and parmesan

POTATO PANCAKES. 9.95
apple sauce and sour cream

NEW SMOKED FISH DIP. 14.95
bagel chips, carrots and celery

CHICKEN WINGS. 16.50
choice of buffalo, bbq, chili garlic or dry rubbed
substitute with cauliflower wings

FIRECRACKER SHRIMP. 13.95
crispy petite shrimp in a sweet and spicy sauce

SALADS

*CAESAR. . . . . small 8.95 large 12.95
crisp romaine, tossed in a creamy parmesan
dressing with croutons *contains raw eggs

GF GREEK SALAD. . . . . small 9.95 large 13.95
romaine, cucumber, red onion, tomato, feta and kalamata olives
in an herb vinaigrette

COBB SALAD. 18.95
grilled chicken, bacon, blue cheese, tomato,
avocado, roasted corn and chopped egg with
ranch on the side

TRIO SALAD. 17.50
chicken, tuna and egg salad, sliced fruit,
lightly dressed romaine and toasted pita bread

GF NORTH PALM BEACH. 23.95
jumbo lump crab, shrimp salad, avocado, roasted corn, vine ripe
tomato, sunflower seeds and balsamic vinaigrette

CREATE YOUR OWN SALAD 9.95

CHOOSE YOUR BASE:
spinach, romaine, spring mix

INCLUDES FIVE TOPPINGS
$.50 ea additional topping
tomato, onion, cucumber, roasted corn, broccoli, carrots, olives,
edamame, almonds, walnuts,
feta, parmesan, crumbled blue cheese, croutons

CHOOSE YOUR DRESSING
balsamic vinaigrette, Greek, ranch, Caesar, 1000 island, honey
mustard, citrus oil, blue cheese

Add to any salad
Grilled chicken 6 I Salmon 9 I Shrimp 8
Scoop of Tuna, Chicken or Egg Salad 4

DELI SANDWICHES

sandwiches include choice of one side
bread choice: thick sliced challah, marble rye, multigrain,
challah bun, wrap or bagel
substitute gluten free bun or wrap $2

NEW CORNED BEEF AND SWISS. 20.50
lean and tender

CHICKEN SALAD SANDWICH. 16.95
poached chicken breast, craisins,
toasted almonds, mayo and lettuce

ALBACORE TUNA SALAD. 16.95
solid white tuna with lettuce and tomato

NEW EGG SALAD SANDWICH. 15.50
lightly dressed with Hellman's mayo served with lettuce and tomato

NEW *NOVA SALMON. 20.95
cream cheese, sliced tomato, red onion, capers, cucumber

TURKEY BREAST. 16.95
thick sliced all natural deli style with tomato and lettuce

PICK A PAIR 14.95

CHOOSE ANY TWO
Cup of soup, Caesar or Greek salad

With a half sandwich:
blt, grilled cheese, turkey,
chicken, egg, or tuna salad

Choice of bread:
multigrain, challah or marble rye
lettuce wrap available upon request

SIDES

FRENCH FRIES
MASHED POTATO
SWEET POTATO FRIES
BROCCOLI
SPINACH
QUINOA SALAD
FRESH FRUIT

29-Oct-26		AVENIR RESTAURANT START-UP COSTS				
CATEGORY		**ESTIMATED COST**		**NOTES/ASSUMPTIONS**		
Architects/Construction:						
	Architect	$40,000				
	MEP	$12,000				
	Interior Design	$20,000				
	Construction	$750,000		Includes Millwork, Lighting, Bar Bases		
	(Total Guess)			and Tops, Licenses, Permits, Impact Fees		
	Legal	$5,000				
	Contingency	$25,000				
Total Construction Estimate			**$852,000**			
Restaurant Licenses:						
	Liquor	$1,820				
	Seating	$400				
Total Licenses:			**$2,220**			
Insurance:			**$20,000**	GL, Worker's Comp, Liquor Liability etc.		
Signage/Awnings:		$15,000	**$15,000**	Front of Clubhouse?		
Furniture:						
(Note: Excludes	Tabletops (in)	$24,000		40 @ $600		
Exterior)	Table Bases	$6,000		40@ $150		
	Bar Stools	$9,000		30@ $300		
	Booths	$50,000		25@$2,000		
	Dining Chairs	$12,500		50@$250		
	Side Stations	$6,000		2@ 3,000		
	Hostess Stand	$2,500				
Total Furniture			**$110,000**			
Equipment						
	Miscellaneous	$10,000				
	Smallwares	$100,000		FOH, BOH, Tabletop, Bar		
	Bar	$75,000				
Total Equipment			**$185,000**			
Consulting Fees:			**$180,000**	12 mos. @ $15k/month		
Management Labor:						
	General Mgr.	$16,667		$100k x 2 months		
	Chef	$15,000		$ 90k x 2 Months		
Total Management Labor			**$31,667**			

29-Oct-26		AVENIR RESTAURANT START-UP COSTS				
CATEGORY		**ESTIMATED COST**		**NOTES/ASSUMPTIONS**		

Hourly Labor:			**$44,000**	40 ppl. X $22/hr. x 50 hrs		
PayrollTaxes/Benefits:			**$7,567**	10% of Payroll Costs		
Training Expenses:						
	Training Food	$7,500		Food Fairs/Mock Service		
	Uniforms	$3,000		FOH, BOH		
	Menus/Covers	$2,000				
	Linens	$1,000		Napkins		
	Office Equipme	$3,000		Laptops, Printer		
	Office Supplies	$750				
	Miscellaneous	$1,250				
	Travel	$4,000		Hotels, Mileage for Opening Team		
	Training Team	$18,000		4 ppl. X $1500/week x 3 weeks		
Total Training Expenses			**$40,500**			
Inventory:						
	Food	$17,500				
	Alcohol	$15,000				
	Cleaning Sup.	$2,500				
Total Inventory			**$35,000**			
VIP Pre-Opening Party			**$15,000**	OPTIONAL		
Contingency			**$50,000**			
TOTAL ESTIMATED PROJECT COSTS				**$1,587,954**		

BUSINESS PLAN

HOLD Hospitality & Smoke & Maple

Executive Pitch

EXECUTIVE SUMMARY

Comprehensive business plan for HOLD Hospitality and its flagship concept, Smoke & Maple Gastropub at Avenir Town Center to run the Blue Heron Club House at Avenir East

Avenir Community

Welcome to Blue Heron Club House

Come for the food, stay for the lifestyle....



In-House Dining Experience

THE GRILLE ROOM STEAKHOUSE MENU

STARTERS & SALADS

Colossal Shrimp Cocktail $20
Four chilled jumbo shrimp, cocktail sauce, lemon.

The Steakhouse Wedge $9
Iceberg wedge, bacon, cherry tomatoes, blue cheese.

Classic Caesar Salad $9
Romaine, parmigiano-reggiano, croutons, creamy dressing.
+ Add Grilled Colossal Shrimp (3) | +$9

Artisanal Mixed Greens $8
Organic greens, cucumber, tomatoes, white balsamic.
+ Add Grilled Colossal Shrimp (3) | +$9

SHAREABLE SIDES

Truffle Mac & Cheese $9
Cavatappi, sharp cheddar, gruyère, truffle crumbs.

Crispy Brussels Sprouts $7 | Creamed Spinach $6
Garlic Whipped Potatoes $5

FROM THE BROILER

Center-Cut Filet Mignon (8oz) $47
Barrel-cut, exceptionally tender, wet-aged beef, broiled to perfection.

Prime Bone-In Ribeye (16oz) $65
Heavily marbled, rich & flavorful, aged 28 days and broiled on the bone.

Pan-Roasted Heritage Chicken $22
Half-chicken brined with local citrus, crisp-skinned, natural pan jus.

Cast Iron Seared Snapper $30
Wild-caught snapper, blistered tomatoes, shaved fennel salad.

SIGNATURE SAUCES (Complimentary)

- **Black Garlic Au Poivre**
  Peppercorn brandy reduction, sweet black garlic.
- **Classic Béarnaise**
  Emulsified butter, tarragon, shallots, white wine vinegar.
- **House Chimichurri**
- **Smoke & Maple Bordelaise**

BEER & WINES

Beer & Wine only. Guests welcome to bring own spirits.

Domestic Beer $7
Budweiser, Bud Light, Miller Lite, Michelob Ultra

Import & Craft Beer $8
Modelo, Stella Artois, Heineken, Heineken 0.0

WINES BY THE GLASS

Tutela Prosecco Split $12
Zonin Pinot Grigio $12
Espino Chardonnay $15
Whitehaven Sauvignon Blanc $15
Claude Val Rosé $18
Sainte Maxim Sancerre $25
Method Cabernet Sauvignon $14
Penny Island Pinot Noir $14
Llama Malbec $15
Smith & Hook Red Blend $17
Glassblower Cabernet Sauvignon $23

Avenir Lifestyle

Poolside Dining & Libations

Poolside food options and speciality libations to make all members feel the true Avenir lifestyle.



Avenir Lifestyle

THE PATIO & OUTDOOR BAR MENU

25% Progressive Food Cost Operations Model

POOL & PATIO HANDHELDS

The Blue Heron Burger $16
6oz angus patty, American cheese, lettuce, tomato, and pickle on a toasted brioche bun.

Baja Style Fish Tacos $18
Blackened local catch, shredded green cabbage, fresh mango-avocado salsa, and chipotle lime crema in warm flour tortillas.

Crispy Chicken Tenders $12
Hand-breaded chicken tenders flash-fried and served with choice of honey mustard or smoky BBQ sauce alongside seasoned french fries.

POOLSIDE LIBATIONS

Pool Punch $16
White rum, dark rum, fresh citrus, banana, spice and extra sunshine.

Heron Mojito $15
White rum, cane sugar, lime, fresh mint, sparkling soda.
Flavors available: Strawberry, Coconut, Mango

POOLSIDE BEVERAGES

Virgin Strawberry Daiquiri **$8**
Virgin Piña Colada **$8**
Frozen Strawberry Daiquiri **$14**
Frozen Piña Colada **$14**
Hand Shaken Margarita **$14**

HOUSE SPIRITS & WINE

House Spirits $12
Vodka • Gin • Rum • Tequila • Whiskey

Wine & Beer Selection
Selection will mirror Grille Room options.

CLUBHOUSE PROPOSAL

We would like the clubhouse to build a tiki bar under one of the covered areas for guests to enjoy additional poolside beverages.

In-House Dining Experience

THE MAIN CLUBHOUSE LUNCH MENU

HANDHELDS

The Signature Fairway Burger $20
8oz custom angus beef blend, sharp Vermont cheddar, heirloom tomato, crisp bibb lettuce, house-made pickle ribbon, and secret clubhouse sauce served on a toasted brioche bun.

Crispy Buttermilk Chicken Sandwich $17
Brined chicken breast, spicy cabbage slaw, pickled jalapeños, and hot honey aioli served on a toasted kaiser roll.

Baja Style Fish Tacos $18
Blackened local catch, shredded green cabbage, fresh mango-avocado salsa, and chipotle lime crema, served in warm flour tortillas with fresh lime wedges.

The Green Jacket Veg Wrap $14
Grilled zucchini, roasted red peppers, marinated artichoke hearts, organic hummus, baby spinach, and crumbled feta cheese wrapped tightly in a spinach herb tortilla.

GREENS & BOWLS

Clubhouse Caesar Salad $11
Crisp romaine hearts, shaved parmigiano-reggiano, garlic herb croutons, and creamy Caesar dressing.
+ Add Grilled Chicken or Crispy Tenders (+$5) | Add Chilled Colossal Shrimp (+$8)
Available wrapped in a fresh flour tortilla.

The 19th Hole Cobb Salad $19
Mixed field greens, diced grilled chicken, applewood smoked bacon, hard-boiled egg, avocado, cherry tomatoes, and blue cheese crumbles with white balsamic vinaigrette.
+ Substitute Chilled Colossal Shrimp (+$4)
Available wrapped in a whole grain tortilla.

Mediterranean Quinoa Salad $14
Organic quinoa, chopped cucumbers, cherry tomatoes, kalamata olives, red onion, and crumbled feta tossed in lemon-herb vinaigrette.
+ Add Grilled Chicken (+$5) | Add Chilled Colossal Shrimp (+$8)
Available wrapped in a warm sun-dried tomato tortilla.

In-House Dining Experience

GRAB & GO MARKET MENU

PRE-PACKED GREENS

The Turn Caesar $16

Our crisp Clubhouse Caesar Salad packaged fresh daily with sliced grilled chicken breast and signature dressing served on the side.

+ Upgrade to Chilled Colossal Shrimp Caesar | +$3

READY-TO-GO HANDHELDS

Fairway Veg Wrap $14

A chilled, tightly rolled version of our roasted vegetable and feta wrap, sliced on a bias for easy consumption on the golf cart or tennis court.

Clubhouse Chicken Salad Sandwich $12

Roasted chicken breast diced and tossed with crisp celery, fresh garden herbs, and light mayonnaise, served with lettuce and tomato on a whole grain sub roll.

Clubhouse Shrimp Salad Wrap $15

Diced poached colossal shrimp tossed with old bay seasoning, crisp celery, fresh garden herbs, and light mayonnaise, wrapped tightly with baby spinach in a flour tortilla.

Seasonal Event Programming

CLUBHOUSE COMMUNITY ENGAGEMENT PROPOSAL

A comprehensive schedule of four premium, seasonal community events designed to activate clubhouse property, foster neighborhood connections, and showcase clubhouse hospitality throughout the calendar year.

1. Spring

Masters Viewing Party & Par-3 Cookout

Pricing: $45 Adults | $25 Child

The Concept

Big-screen live broadcast of Sunday's final round on the main clubhouse lawn.

Culinary Strategy

Open-air family grill station with Fairway Burgers, Crispy Chicken, and regional draft craft beers.

Community Engagement

"Predict the Champion" member brackets through pro shop with dining credit rewards.

2. Summer

Luau-Themed Tiki Pig Roast

Pricing: $45 Adults | $25 Child

The Concept

Tropical pool deck transformation with authentic Tiki torches and vibrant island decor.

Culinary Strategy

Slow-roasted whole pig centerpiece, teriyaki skewers, mahi tacos, and tropical punch.

Community Engagement

Live steel-drum music, fire-knife arts at dusk, and resort attire contest.

3. Autumn

Harvest Fest & Pumpkin Painting

Pricing: $45 Adults | $25 Child

The Concept

A classic autumn afternoon harvest festival hosted on the clubhouse grounds.

Culinary Strategy

Preview tasting stations from upcoming Grille Room menu with hot spiced apple cider flights.

Community Engagement

Dedicated pumpkin patch ring for painting and harvest backdrops for family photos.

4. Winter

Gingerbread & Holiday Lights Walk

Pricing: $45 Adults | $25 Child

The Concept

Festive, warm indoor holiday gathering held inside the main dining room.

Culinary Strategy

Gourmet hot chocolate bars, warm cider stations, and mini steakhouse dessert shooters.

Community Engagement

Gingerbread house building competition judged by board & neighborhood lights walk.

Financial Sources, Uses & Project Pre-Opening Costs

Pre-Opening Summary

Blue Heron Total Project Cost

$374,000

Pre-opening costs will be incurred by Avenir

Total FF&E **$279,000** (75%)

Working Capital & Opening Payroll **$60,000** (16%)

Interim Interest & Inventory **$35,000** (9%)

Projected 5-Year P&L Statement & Costs - POST OPENING COSTS to be incurred by Hold Hositaliy

The Blue Heron Club House Projected 5 year P&L						
Category	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Total**
Food	$ 400,000.00	$ 415,000.00	$ 432,000.00	$ 451,000.00	$ 473,000.00	$ 2,171,000.00
Beverage	$ 25,000.00	$ 27,000.00	$ 30,000.00	$ 34,000.00	$ 34,000.00	$ 150,000.00
Total Revenue	$ 425,000.00	$ 442,000.00	$ 462,000.00	$ 485,000.00	$ 507,000.00	$ 2,321,000.00
COST OF SALES						
Food	$ 120,000.00	$ 107,900.00	$ 108,000.00	$ 112,750.00	$ 118,250.00	$ 566,900.00
Beverage	$ 5,250.00	$ 5,400.00	$ 6,000.00	$ 6,800.00	$ 6,800.00	$ 30,250.00
Total Cost of Sales	$ 125,250.00	$ 113,300.00	$ 114,000.00	$ 119,550.00	$ 125,050.00	$ 597,150.00
Gross Profit	$ 299,750.00	$ 328,700.00	$ 348,000.00	$ 365,450.00	$ 381,950.00	$ 1,723,850.00
Manager Wages	$ 55,000.00	$ 56,000.00	$ 57,000.00	$ 59,000.00	$ 61,500.00	$ 288,500.00
Hourly Staff	$ 105,000.00	$ 110,250.00	$ 115,762.50	$ 119,235.38	$ 122,812.44	$ 573,060.31
Benefits & Payroll Tax	$ 22,160.00	$ 23,025.63	$ 23,927.61	$ 24,685.60	$ 25,527.27	$ 119,326.10
Utilities plus Maintenance	$ 21,250.00	$ 22,312.50	$ 23,428.13	$ 24,599.53	$ 25,829.51	$ 117,419.66
Supplies	$ 10,625.00	$ 7,968.75	$ 8,367.19	$ 8,785.55	$ 9,224.82	$ 44,971.31
Repairs	$ -	$ -	$ -	$ -	$ -	$ -
Cr Card Fees	$ 10,625.00	$ 11,050.00	$ 11,550.00	$ 12,125.00	$ 12,675.00	$ 58,025.00
Insurance	$ 15,000.00	$ 16,000.00	$ 17,000.00	$ 18,000.00	$ 18,000.00	$ 84,000.00
Workers Comp	$ 6,000.00	$ 7,000.00	$ 7,000.00	$ 8,000.00	$ 8,000.00	$ 36,000.00
Total Operating Expenses	$ 245,660.00	$ 253,606.88	$ 264,035.42	$ 274,431.05	$ 283,569.04	$ 1,321,302.39
Operating Income (Cash	$ 54,090.00	$ 75,093.13	$ 83,964.58	$ 91,018.95	$ 98,380.96	$ 402,547.61
Operating Margin %	12.73%	16.99%	18.17%	18.77%	19.40%	17.34%

ABout Us... HOLDing Hospitality to Its Highest Standard

"At HOLD Hospitality, we believe in a dining experience that is not only memorable but also infused with a personalized, intuitive service, making each guest feel they are an intricate part of the HOLD hospitality culture."

Our Purpose

Our purpose at HOLD is to create the best restaurants in South Florida that bring a buzz to the hospitality industry. We want to reignite the art of genuine hospitality and what it means to truly serve our community in everything we do.

From great service to community outreach programs, we look forward to being an intricate part of cultivating the future of Hospitality.



Four Key Focus Factors

Memorable Style

Designing refined, warm, and engaging atmospheres that create an immediate sense of place and modern industrial elegance.

Outstanding Service

Delivering intuitive, highly personalized hospitality that makes every guest feel like an essential part of our community.

Unforgettable Cocktails

Crafting artisanal beverage programs that combine innovative flavor profiles with classic mixology traditions.

Quality Cuisine

Elevating culinary standards through locally sourced ingredients, thoughtful preparation, and exceptional taste.

The Heart of HOLD Hospitality

HOLD

100+
Years Combined Experience

The HOLD Hospitality leadership team brings together over 100 years of hospitality experience spanning all areas of the industry from Mixology to Culinary, and beyond.

Our intricate, hands-on knowledge of restaurant operations along with the relationships we have made along the way give HOLD hospitality group an advantage in our competitive market.

Our seasoned management team features extensive experience in restaurant start-up and operations, led by Joel Hartunian, Brendan O'Hara, Nick Lanier, and Tara Dodson.



Joel Hartunian
Leadership Team



Brendan O'Hara
Leadership Team



Nick Lanier
Leadership Team



Tara Dodson
Leadership Team

Extensive Experience in Restaurant Start-Up & Operations

HOLD

Opening Team Track Record

Our team has an impressive track record with opening teams for renowned hospitality and culinary concepts across the nation:

sandbar

The Cooper Craft Kitchen & Bar

1000 North

Voodoo Bayou Southern Cajun Kitchen

Additional Key Concept Openings

- **Mahogany Prime Steakhouse** (Downtown OKC)
- **Charlie & Joe's at Love Street** (Jupiter FL)
- **La Goulue** (Palm Beach FL)
- **Ibis Country Club** (Palm Beach Gardens FL)
- **Calaveras Cantina** (Boca Raton FL)

Core Skills & Operational Capabilities

Executive Leadership & Start-Ups

Senior-level restaurant management operations, new restaurant openings, start-up operations, and venture capital strategy.

Design, Culinary & Beverage

Restaurant construction and design, culinary and menu development, and expert beverage consulting and mixology.

Financial Performance & Events

Rigorous cost and P&L management, alongside comprehensive events and high-volume catering execution.

Human Capital & Mentorship

End-to-end human resources, talent recruiting, structured training and coaching, and continuous team mentoring.

"Combining full-lifecycle start-up expertise with refined operational excellence to craft sustainable, high-performing hospitality brands."

Owner “Dance/Lift” Resident Fitness and Wellness Offering

This situation is not new to the industry or Vesta. Often owners get certifications and want to conduct their own classes or have other vendors do so by saying that the current vendor does not specifically offer component(s). Examples are Swim, Dance, Exercise, tot soccer…

- If this free class is allowed others may use that approval as cause for them to do the same.
- The current vendor does not have exclusivity in their agreement but is asking for it to prevent this in the future.
- Vendor is being supplemented with a monthly fee by the Clubhouse to conduct classes and participants pay a small fee in addition.
- Vendor has stated that if they lose clients to free classes, they may need to raise their monthly fee and/or sever the partnership.

For these reasons we do not recommend allowing this class.

If the Board of Supervisors allows the class we believe the following guardrails should be in place.

- Not promoting the class which goes against money being paid to the vendor for classes.
- Like our vendor classes, if the class falls below certain numbers for certain amounts of classes. Example below 5 for 3 or more classes.
- If classes are cancelled 3 or more times within a 60-day window the classes must be discontinued so the space can be used by others. (The studio for individual use and or Spin Bike etc.)

Lori Danenberg, Ph.D., SEP
Loridanenberg@outlook.com
914-640-9712

10/1/26

Board of Supervisors
Avenir Community Development District

Subject: Format Differentiation for "Dance/Lift" Resident Fitness and Wellness Offering

Dear Members of the Board,
Thank you for taking the time to review the decision regarding the Dance/Lift class that was discussed at the last board meeting. To assist the Board in quickly resolving any non-compete or exclusivity concerns, the comparison below highlights exactly how "Dance/Lift" differs fundamentally from traditional commercial gym programming:

Feature	Standard Fitness Classes	"Dance/Lift" Resident Offering
Instructor Background	Standard commercial gym certifications.	Built upon a unique, advanced educational background in somatic movement and nervous system regulation in addition to commercial gym certifications.
Vendor Replicability	Easily replicated or replaced by traditional staff.	The third-party vendor cannot replicate this offering because they do not employ staff with this kind of specialized background.
Core Framework	Focuses on generic aerobics or standard high-intensity repetition.	Blends high-energy dance and resistance training with a unique framework centered on targeted dumbbell conditioning and mindful movement integration.
Inclusivity & Access	Tailored to specific performance or intensity metrics.	Open to anyone at any fitness level. Because the focus is different, most people can participate safely regardless of physical experience. Physical limitations are considered with modifications made to accommodate.

Commercial Intent	Designed to generate revenue under vendor contracts.	Functions strictly as a resident-led volunteer initiative and a complementary neighborhood amenity with no commercial conflict.

Members of the class truly appreciate your review and are hopeful that the Board can confidently permit this class knowing it does not infringe upon standard commercial fitness exclusivity clauses. Thank you for your time, diligence, and consideration. We look forward to your response.

Sincerely,

Lori Danenberg, Ph.D.
Somatic Experiencing Practitioner

For the district's records, my training informs how I teach, however, this class is not therapy or treatment and is separate from my private practice.

From: Lori Danenberg
To: Perry L. Baldwin; Megan Bowden
Cc: Cravesunnsand@outlook.com; Jason Pierman; Bill Selin; Susan DeMaio; res@landstardevelopment.com; mitchkayavenircdd@gmail.com; rcartlidge@avenircdd.org; dlopez@avenircdd.org; vcepero@avenircdd.org; Michael J. Pawelczyk; Sherry G. Ward
Subject: Request to pause Dance & Lift class until the October 29 Board meeting
Date: Monday, October 19, 2026 8:52:42 AM
Attachments: image002.png
image003.png
image004.png

Hi Megan, Perry, and Board members,

Thank you for the response from clubhouse management. Because the vendor's class and the free resident offering have nearly identical names and overlapping times, a decision on one affects the other, and Perry's response bears on both. For your review:

- According to Perry, District Management was informed on September 17 of the class and the date it could start, and staff was never told not to start it. His response does not say that staff was instructed to start it either.
- Perry quotes the Clubhouse rule that programs and services are conducted "through the Lifestyle Director or as directed by the Board." Megan notes that staff may coordinate scheduling. Deciding to proceed with the vendor's class is different from coordinating scheduling, and nothing in either response permits proceeding while a matter is pending before the Board.
- The Board was bypassed. Although he had the opportunity to seek the Board's advisement at its September 24 meeting, Perry acknowledges the Board "was not asked." The class began on October 14, nearly three weeks later, leaving time to make any scheduling changes if the Board so advised.

These events raise the question of whether presumed authority alone is enough to proceed without input from the Board, the governing body of a CDD, whose function is to serve its residents. As a result, **I respectfully request that the class, online registration, and further Dance & Lift scheduling be paused so the Board can provide advisement when it takes up the matter on October 29.** Please respond with a decision by Tuesday, October 20, ahead of the vendor's next session on Wednesday, October 21.

Thank you,
Dr. Lori Danenberg

P.S. Please include this email and Perry's response below in the October 29 meeting book.

Warm Regards
Lori Danenberg, Ph.D.
loridanenberg@outlook.com
(O) 914-390-0220
(C) 914-640-9712

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From: Perry L. Baldwin <plbaldwin@vestapropertyservices.com>
Date: Friday, October 16, 2026 at 12:09 PM
To: Megan Bowden <mbowden@sdsinc.org>; Lori Danenberg <loridanenberg@outlook.com>
Cc: Cravesunnsand@outlook.com <cravesunnsand@outlook.com>; Jason Pierman <JPierman@sdsinc.org>; Bill Selin <billselin@hotmail.com>; Susan DeMaio <smde39@gmail.com>; res@landstardevelopment.com <res@landstardevelopment.com>; mitchkayavenircdd@gmail.com <mitchkayavenircdd@gmail.com>; rcartlidge@avenircdd.org <rcartlidge@avenircdd.org>; dlopez@avenircdd.org <dlopez@avenircdd.org>; vcepero@avenircdd.org <vcepero@avenircdd.org>; Michael J. Pawelczyk <mjp@bclmr.com>; Sherry G. Ward <sgward@vestapropertyservices.com>
Subject: RE: Board Approval of Dance/Lift Class

Megan & Lori,
Please see my reply below in yellow. Please note that the Clubhouse rules state that "*all programs and services including group exercise must be conducted through the Lifestyle Director or as directed by the Board*"

Did the Board approve the scheduling of the vendor's Dance & Lift class? The board was not asked because District Management was informed of the class and when it could start via email 9/17/26

1. Did District Management approve the scheduling of the vendor's Dance & Lift class? District Management was informed of the ability to do the class and when it could start. Staff was never informed to not start the class.
2. Was the vendor's Dance & Lift class scheduled by Vesta on its own authority? Vesta and the vendor started the class on the date that was communicated to the District via email on 9/17/26.

From: Megan Bowden <mbowden@sdsinc.org>
Date: Thursday, September 17, 2026 at 4:42 PM
To: Lori Danenberg <loridanenberg@outlook.com>
Subject: RE: Request to Reserve Agenda Item — September 24 Board Meeting
Hello Lori,

Thank you for providing additional information and supporting details regarding your request to offer fitness classes at the Blue Heron Clubhouse. While we understand and appreciate your interest in providing a Dance/Lift class to the Avenir community, Clubhouse management has determined that the class you are proposing is substantially similar to a class currently being offered by an existing Clubhouse vendor at a morning time and the vendor is also willing to offer a similar class at the desired evening time.

Approving an additional class that offers the same or substantially similar programming could negatively impact the existing vendor, as well as potentially affect the participation and experience of Avenir residents who currently enjoy the classes being offered.

For these reasons, the Clubhouse management's decision not to accept the proposed Dance/Lift class at this time remains unchanged, as this type of programming is already in place. If circumstances change and the current vendor no longer offers a similar class, we would be happy to reconnect with you and reconsider your proposal at that time.

Thank you for your patience while we reviewed your request and prepared a response. We appreciate your interest in providing programming for the Avenir community.

Regards,
Megan Bowden
District Manager
Avenir CDD
Work (561) 630-4922 Ext 223
https://sdsinc.org/

Perry Baldwin LCAM - Avenir
General Manager
P. 561.225-1347

Vesta Property Services
12255 Avenir Dr.
Palm Beach Gardens, FL 33412
www.VestaPropertyServices.com

Your Community.
Our Commitment.

From: Megan Bowden <mbowden@sdsinc.org>
Sent: Thursday, October 15, 2026 3:58 PM
To: Lori Danenberg <loridanenberg@outlook.com>; Perry L. Baldwin <plbaldwin@vestapropertyservices.com>; Sherry G. Ward <sgward@vestapropertyservices.com>