



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
APRIL 28, 2022
2:00 P.M.**

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

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

AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
Special District Services Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Call-in #: 877-402-9753; 4411919
REGULAR BOARD MEETING
April 28, 2022
2:00 p.m.

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PALM BEACH DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
West Palm Beach, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared ANGELINA GARAY, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

AVENIR COMMUNITY DEVELOPMENT DISTRICT - NOTICE IS HEREBY GIVEN THAT THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT WILL HOLD REGULAR BOARD MEETINGS AT THE OFFICES OF SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, ETC

in the XXXX Court,
was published in said newspaper in the issues of

10/13/2021

Affiant further says that the said Palm Beach Daily Business Review is a newspaper published at Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in West Palm Beach in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

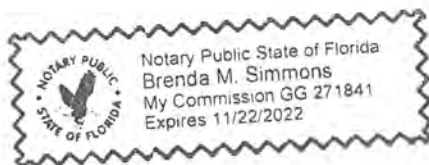
Angelina Garay

Sworn to and subscribed before me this
13 day of OCTOBER, A.D. 2021

Brenda M. Simmons

(SEAL)

ANGELINA GARAY personally known to me



AVENIR COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Avenir Community Development District will hold Regular Board Meetings at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 2:00 p.m. on the following dates:

October 28, 2021
November 18, 2021
December 23, 2021
January 27, 2022
February 24, 2022
March 24, 2022
April 28, 2022
May 26, 2022
June 23, 2022
July 28, 2022
August 25, 2022
September 22, 2022

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

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.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice. AVENIR community development district
www.avenircdd.org
10/13 21-01/0000556296P

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JANUARY 27, 2022**

A. CALL TO ORDER

The January 27, 2022, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 2:01 p.m. at 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 Daily Business Review* October 13, 2021, as part of the District’s Fiscal Year 2021/2022 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero, and Supervisors Roberto Horowitz and Daniel Lopez and it was in order to proceed with the meeting.

Also in attendance were: Jason Pierman of Special District Services, Inc.; District Counsel Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; District Engineer Carlos Ballbe of Ballbe & Associates; and Clubhouse Rep Kyle Nelson.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

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

F. APPROVAL OF MINUTES

1. November 18, 2021, Regular Board Meeting

The minutes of the November 18, 2021, Regular Board Meeting were presented for approval.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the minutes of the November 18, 2021, Regular Board Meeting, as presented.

The Regular Board Meeting was then recessed and the Public Hearing was opened.

G. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented which indicated that notice of the Public Hearing had been published in *The Palm Beach Daily Business Review* December 15, 2021, and December 16, 2021, as legally required.

2. Receive Public Comment on Approving the District Amenities Rule Handbook

Mr. Pierman noted there were no members of the public in attendance.

3. Consider Resolution No. 2022-01 – Approving a District Amenities Rule Handbook

Resolution No. 2022-01 was presented, entitled:

RESOLUTION NO. 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE AMENITIES RULES HANDBOOK; AND PROVIDING FOR AN EFFECTIVE DATE

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and passed unanimously adopting Resolution No. 2022-01, as presented.

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

H. OLD BUSINESS

There were no Old Business items to come before the Board.

I. NEW BUSINESS

1. Consider Supplemental HSQ Agreement 10 for Signal at Coconut Boulevard & State Road 7

Mr. Ballbe explained that this additional work was due to a plan revision for the Northlake project.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2021-15, as presented.

2. Consider Quarterly Maintenance Proposal for Pump Station #2

Mr. Pierman explained that this maintenance agreement was similar to the agreement already in place for the first pump station. He noted that the maintenance plan would be added as a 3rd amendment to the CPM agreement.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the quarterly maintenance proposal for Pump Station #2, as presented.

3. Consider Lake “No Trespassing” Sign Proposal

Mr. Pierman noted that the wording on the sign was being finalized. Mr. Nelson offered for Vesta to install the signs at no charge.

A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz and passed unanimously approving the lake “No Trespassing” sign proposal, as presented.

4. Consider Clubhouse Security Contract Extension

Mr. Pierman explained that the current agreement had expired, but it contained the option to extend the agreement for an additional three months, which would extend security until May. He noted that, if the Board wishes to continue to provide security services on an ongoing basis, they could solicit proposals.

A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz and passed unanimously approving the clubhouse security contract extension, as presented.

5. Consider Ratification of Preliminary Engineering Agreement with CSX Transportation

Mr. Pierman explained that the District was required to use CXS Transportation for the crossing design work, and that the contract amount was estimated at \$46,638.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and unanimously passed ratifying the Preliminary Engineering Agreement with CSX Transportation, as presented.

6. Consider Ratification of Ranger and Cheatham Waiver and Consent

Mr. Pawelczyk explained that the District issued RFPs for two Northlake Boulevard projects (Phase 1 and Phase 2) and that only Ranger and Cheatham had submitted proposals for each. The Board awarded Phase 1 to Ranger Construction, and the recommendation is to award Phase 2 to Cheatham. To avoid the possibility of a contested bid award, due to any perceived irregularities, both parties have agreed to split the projects and not challenge the results.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously ratifying the Ranger and Cheatham waiver and consent.

7. Consider Award of Contract for Northlake Phase 2 Project

Mr. Ballbe presented the proposal results from Ranger (\$4,274,141.17) and Cheatham (\$4,173,882.11) and recommended Cheatham, as the low bidder.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez, and unanimously passed to award the contract to Cheatham.

8. Consider Award of Contract for Architectural Professional Services for the Coconut Boulevard Entrance Feature Project

Mr. Pierman explained that three firms had submitted qualifications: REG, Crain Atlantis, and Stofft. Mr. Ballbe presented the following recommended rankings, based on the advertised criteria:

1. Stofft – 130 points

2. REG – 110 points
3. Crain Atlantis – 100 points

Following discussion, a **motion** was made by Mr. Lopez, seconded by Ms. Cepero, and unanimously passed to accept the rankings and authorize staff to negotiate and enter into an agreement with the top ranked firm.

9. Consider Change Order No. 2 to Arazoza for Avenir Spine Road Phase 2

Mr. Ballbe presented Change Order No. 2 to Arazoza for Avenir Spine Road Phase 2, explaining that it was for additional work required by the City in the amount of \$86,431.50.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously approving Change Order No. 2 to Arazoza in the amount of \$86,431.50 for Avenir Spine Road Phase 2, as presented.

10. Consider Change Order No. 18 to Kast Construction for Avenir Clubhouse

Mr. Ballbe presented Change Order No. 18 to Kast Construction for Avenir Clubhouse, explaining that it was for light fixtures, smoke detectors, code signage and drawing changes in the amount of \$70,071.63.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously approving Change Order No. 18 to Kast Construction in the amount of \$70,071.63 for light fixtures, smoke detectors, code signage and drawing changes for Avenir clubhouse, as presented.

11. Consider Change Order No. 19 to Kast Construction for Avenir Clubhouse

Mr. Ballbe presented Change Order No. 19 to Kast Construction for the Avenir Clubhouse, explaining that it was for fire exit changes, surge protectors, light fixture changes, RFIs, fore pit work and DRS panel relocation in the amount of \$33,972.63.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving Change Order No. 19 to Kast Construction in the amount of \$33,972.63 for fire exit changes, surge protectors, light fixture changes, RFIs, fore pit work and DRS panel relocation, as presented.

12. Consider Change Order No. 3 to H&J Contracting for Phase 2 Earthwork

Mr. Ballbe presented Change Order No. 3 to H&J Contracting for Phase 2 earthwork, explaining that it was for expanding and adding lakes to enhance water management in the amount of \$735,908.80. Mr. Lopez confirmed that these lakes were on the golf course.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously approving Change Order No. 3 to H&J Contracting in the amount of \$735,908.80 for expanding and adding lakes to enhance water management, as presented.

J. CONSENT AGENDA

- 1. Consider Ratification of Easement Deeds between the District and Seacoast Utility Authority**
- 2. Consider Ratification of Avenir Clubhouse SUA Bill of Sale**
- 3. Consider Ratification of Pump Station Plat**

- 4. Consider Ratification of Tract O-2, Avenir Site Plan 1 – Pod 4 Quit Claim Deed**
- 5. Consider Divosta (Pod 8) – Irrigation Easement**

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez, and unanimously passed approving Consent Agenda items 1-5., as presented.

K. ADMINISTRATIVE MATTERS

Mr. Pierman noted that the next meeting would be held on February 24, 2022, if needed. He also noted that the Clubhouse CO was still in process.

Mr. Nelson noted that he was looking at purchasing a golf cart from another client at a reduced price for the tennis courts, and would inform the Board on his findings.

L. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adjourning the Regular Board Meeting at 2:40 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair



HSQ GROUP, INC.
Engineers • Planners • Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431
(561) 392-0221 Phone • (561) 392-6458 Fax

March 22, 2022
Revised on 4/13/2022

Mr. Manuel M. Mato
AVENIR COMMUNITY DEVELOPMENT DISTRICT
550 Biltmore Way, Suite 1110
Miami, FL 33134
Phone: (305) 447-7494
Fax: (561) 828-0440 Fax: (561) 828-0440

Supplemental Agreement 11

NORTH LAKE BLVD. (Phase I revisions)

Dear Mr. Manny Mato:

The purpose of this Supplemental Agreement to the original scope are the following:

1- Redesign Northlake west of Coconut Blvd to accommodate driveways 3 and 3A. (66,000)

The scope of services for this item is related to coordination of the parcel entrances at driveways 3 and 3A. the work involved under this item is listed below:

- 1.1 Add eastbound left turn lanes at driveway 3
- 1.2 Add westbound right turn lane at driveway 3
- 1.3 Add westbound left turn lane to the future driveway that lineup with driveway 3.
- 1.4 Add westbound right turn lane at driveway 3A.
- 1.5 Revise the typical section, plan sheets, cross sections, signing and marking and required revisions as needed.
- 1.6 Redesign the drainage system serving this segment
- 1.7 Permitting effort related to the additional driveways

2- Prepare utility plans (\$31,000)

Prepare utility set of plans for the relocation of the existing watermain per PBCWUD standards.

3- Redesign of the signal at 1000' east of Coconut Blvd. (\$8,500)

The original design of this signal was based on video detection as per the county's standards at the time of the design. Now the signal be designed for loop detection instead. The scope of services will be to revise the signal plan from video detection system to loops detection. Pull boxes, leading wires, revising the plans and quantities will be part of this revision in accordance with Palm Beach County Standards

The total design fee for this supplemental agreement is \$105,500

This Supplemental Agreement will be made part of the original agreement.

Acceptance of Proposal:

By: **HSQ Group, Inc.**

By: **Avenir Community Development District**

Signed: Nour Shehadeh

Signed: _____

Name: Nour Shehadeh, PE

Name: Virginia Cepero

Title: Vice President

Title: Chair

Date: April 13, 2022

Date: _____

MAINTENANCE AGREEMENT
(Avenir – Pod 9)

This Maintenance Agreement (this “Agreement”) is made and entered into this ____ day of April, 2022 (the “Effective Date”), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 the “District”); and

AVENIR - POD 9 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, whose address is 550 Biltmore Way Suite 1110, Coral Gables, Florida 33134 (the “Association”).

RECITALS

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

WHEREAS, the District owns or is responsible for maintaining the real property more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Lake Maintenance Tract”) and Exhibit “B” (the “Water Management Tract”, and together with the Lake Maintenance Tract, the “District Property”);

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Florida law, desires to delegate to the Association certain of its duties to maintain the landscaping improvements and irrigation facilities within the District Property, as more fully described in Exhibit “C” attached hereto and made a part hereof (the “Improvements”), and the Association on behalf of and for the benefit of its members has agreed to provide certain maintenance services with respect to the Improvements pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Association's Performance of Maintenance Services

The District and the Association hereby agree, as follows:

- (A) the Association shall provide, and be responsible for all costs that are associated with or arise out of, the landscape, irrigation, and maintenance services and materials as set forth in the attached Exhibit "D" (the "Maintenance Services") for the Improvements within the District Property;
- (B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the Association;
- (C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Palm Beach County, Florida; and (e) City of Palm Beach Gardens, Florida;
- (D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvements or in the real property where each Improvement is located, except to the extent reasonably necessary, on a temporary basis, for the Association to perform its obligations under this Agreement;
- (E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement;
- (F) the Association shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget that is adopted in accordance with Chapter 720, Florida Statutes and shall collect said costs from its members pursuant to Chapter 720, Florida Statutes and the Association's governing documents;
- (G) the Association shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree

ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, "Applicable Laws"), arising in connection with the Association's failure to perform the Maintenance Services in the manner required under this Agreement. Any fines, penalties or other costs imposed against the District for such violations shall immediately be paid by Association within fifteen (15) business days of Association's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. Association shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to Association's performance of this Agreement, however, the District shall notify the Association of any changes to any Applicable Laws within a reasonable period of time of the District's actual knowledge of such changes;

(H) the Association and its contractors, agents, officers, employees, volunteers, and representatives, shall have the right to access the District Property as reasonably necessary to perform the Association's maintenance obligations pursuant to this Agreement; and

(I) except as specifically provided in this Agreement, Association shall not make any alterations, additions or improvements to the Improvements or the land owned by the District without the prior written consent of District, which shall not be unreasonably withheld, conditioned, or delayed.

3.0 Association's Responsibility for Force Majeure and Acts of the District

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (a) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (b) the acts or omissions of the District or any of its contractors, agents, officers, employees, volunteers, or representatives (an "Excluded Event"). The District shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the Association shall submit written notice to the District regarding any such damage to the Improvements due to the Excluded Event. However, the Association's failure to provide said notice shall not negate the District's responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the Association is delayed in the performance of any obligation under this Agreement that it is otherwise its responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.

4.0 Emergency Intervention by the District

In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by the District in its reasonable discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the

District reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the Association and if the Association does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Agreement:

- (A) the provision of any of the Maintenance Services; and
- (B) the removal, modification, relocation, or replacement, as the case may be and in the District's reasonable discretion, of one or more of the Improvements.

Following termination of the emergency event and conclusion of emergency remedial actions, if any, District shall so notify the Association and the Association shall thereupon be obligated to resume the provision of Maintenance Services under this Agreement.

For the purpose of clarity, the Association's failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Agreement.

5.0 Default, Remedies, and District Expenditures.

(A) Default by Association. In addition to any other remedies available in law or equity, and any other rights of the District expressly provided in this Agreement, if the Association should fail, refuse, or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion but with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services. At such time as the District should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from the District, the Association shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the Association's rights to terminate this Agreement in accordance with Section 8.0. Further, in such event, the Association shall reimburse the District for the reasonable out-of-pocket costs incurred by the District in providing such Maintenance Services (the "Reimbursement Payments") until such time as the District's annual budget including funds to provide such Maintenance Services and the levy of non-ad valorem assessments of benefitting lands within the District can be adopted and become effective in accordance with Sections 190.008, 190.021, and 190.022, Florida Statutes. In connection with any request by the District for Reimbursement Payments, the District shall provide to the Association copies of invoices for the Maintenance Services provided by the District and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.

(B) Cure Periods. Before any breach by the Association of its obligations under this Agreement shall constitute a default, the District shall first provide the Association with written notice of such breach and the Association shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the Association has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.

(C) Expenditures by District. Except as expressly provided in Section 5.0(A) above, any costs incurred by the District in performing the Maintenance Services for any reason, shall be borne solely by the District.

(D) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a default by the Association under the Agreement shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Agreement by the District shall be limited to (a) the costs of any actual damage to the District Property or the Improvements resulting from the Association's failure to perform the Maintenance Services in the manner required under this Agreement, (b) any amounts owing in connection with the Association's indemnification obligations, and (c) any enforcement costs due to the District under Section 9.0(H). For the purpose of clarity, in accordance with Section 5.0(C), the District shall not be entitled to any damages for the costs incurred by the District to simply perform the Maintenance Services in lieu of the Association.

6.0 Indemnification.

The Association does hereby indemnify, defend, and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the negligent acts or omissions, gross negligence, or willful misconduct of the Association and its officers, employees, agents, and contractors, in performing the Maintenance Services, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship), and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto; provided, however, it is understood that this section does not require the Association to indemnify, defend, or hold harmless the District to the extent any loss or liability results from or arises out of the acts or omissions of the District (including its contractors, agents, officers, employees, volunteers, or representatives) or any other third party.

7.0 Insurance.

(A) The Association shall individually maintain, and require any contractor hired by the Association to perform the Maintenance Services ("Contractor") to maintain, throughout the

term of this Agreement, commercial general liability insurance in with minimum limits of of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

(B) THE ASSOCIATION AND, IF APPLICABLE, ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM THE MAINTENANCE SERVICES, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT EVIDENCE OF ITS REQUIRED COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF ASSOCIATION OR CONTRACTOR, AS THE CASE MAY BE.

(C) In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, the Association or Contractor (as applicable) shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. Association and Contractor shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

(D) District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Association's or Contractor's interest or liabilities, but are merely minimum requirements established by the District Manager. District reserves the right to reasonably require other insurance coverages that District deems necessary depending upon the risk of loss and exposure to liability.

(E) Insurance companies selected must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District.

(F) The required insurance coverage shall be issued by an insurance company authorized an licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

(G) Such insurance policy shall include a waiver of subrogation endorsement if available at a commercially reasonable cost.

8.0 Term of Agreement.

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on October 1st of said 5th year, unless the Association provides written

notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, either party may, in its sole discretion, terminate this Agreement at any time (including at any time during which the Association may be in default under this Agreement) for any reason or no reason by providing at least sixty (60) days written notice to the other party of its intent to terminate this Agreement pursuant to this provision.

9.0 Miscellaneous Provisions.

(A) **Time of the Essence:** Time is of the essence with respect to this Agreement.

(B) **Notices:** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE DISTRICT: Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, 6th Floor
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles, Esq.

AS TO THE ASSOCIATION: Avenir – Pod 9 Neighborhood Association, Inc.
550 Biltmore Way, Suite 1110
Coral Gables, Florida 33134

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

(C) **Entire Agreement:** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and the Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

(D) **Amendment and Waiver:** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

(E) **Severability:** The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

(F) **Controlling Law:** This Agreement shall be construed under the laws of the State of Florida.

(G) **Authority:** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

(H) **Costs and Fees:** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

(I) **Successors and Assignment:** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Association and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld. Nothing contained herein shall prohibit the Association from delegating its obligations under this Agreement to a Contractor(s), which may be done by the Association in its sole discretion and without prior notice or approval.

(J) **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

(K) **Arm's Length Transaction:** This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

(L) **Execution of Documents:** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

(M) **Construction of Terms:** Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

(N) **Captions:** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

(O) **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument. The signatures of all of the parties need not appear on the same counterpart, and electronic delivery of an executed counterpart signature page in “PDF” format shall be effective for binding the District and the Association to this Agreement.

(P) **Records:**

A. Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the

District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

ATTEST:

DISTRICT:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Palm Beach Gardens, Florida

By: _____
Name: Virginia Cepero
Title: Chairperson

Secretary/Assistant Secretary

Date: April ____, 2022

[Signature Page to Maintenance Agreement]

ASSOCIATION:

**AVENIR – POD 9 NEIGHBORHOOD
ASSOCIATION, INC.**, a Florida corporation not
for profit

By: _____
Name: Manuel E. Mato
Title: President

Date: April ____, 2022

EXHIBIT “A”

DESCRIPTION OF DISTRICT PROPERTY

Tract LM, Avenir – Pod 9, according to the plat thereof recorded in Plat Book____, Page____, of the Public Records of Palm Beach County, Florida.

AND

That portion of Tract LM4, Avenir Site Plan 2 – Pod 5, according to the plat thereof recorded in Plat Book 129, Page 1, of the Public Records of Palm Beach County, Florida that is adjacent to a residential lot or open space tract subject to the jurisdiction of Avenir – Pod 9 Neighborhood Association, Inc.

EXHIBIT “B”

WATER MANAGEMENT TRACT

Tract W, Avenir – Pod 9, according to the plat thereof recorded in Plat Book ____, Page ____, of the Public Records of Palm Beach County, Florida.

AND

Tract W4, Avenir Site Plan 2 – Pod 5, according to the plat thereof recorded in Plat Book 129, Page 1, of the Public Records of Palm Beach County, Florida.

EXHIBIT “C”

DESCRIPTION OF IMPROVEMENTS

All non-littoral, above-water landscaping located on, over or within the Lake Maintenance Tract and the Water Management Tract (including but not limited to trees, bushes, shrubs, sod, mulch, and mulched areas) as well as the irrigation lines, pumps, timers, and other facilities servicing such landscaping. For clarity, the “Improvements” shall not include (a) any littoral trees or plantings, whether located within water or on dry land; (b) any drainage improvements; or (c) the lake fountain(s) or any improvements associated therewith.

EXHIBIT “D”

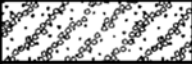
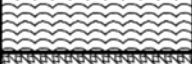
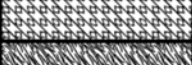

DESCRIPTION OF MAINTENANCE SERVICES

1. The provision of fertilizer, edging, mowing, trimming, thinning, weeding and pesticide treatment services as may be reasonably necessary and appropriate for the non-littoral landscape Improvements (including but not limited to trees, shrubs and ground cover if applicable) together with their replacement with comparable new plantings and suitable landscaping if diseased, dying or dead.
2. The eradication of exotic and pest trees, shrubs and plants from non-littoral areas, including herbicide application and/or manual removal, provided effective and environmentally safe herbicides and application techniques shall be used as are customary in the industry, and shall be performed in such a manner as to protect non-target areas and the public.
3. The provision of maintenance, repair and/or replacement services for any landscape related irrigation system components, including but not limited to sprinkler heads, wiring and controllers, piping and valves.
4. The provision of all personnel and equipment necessary in order to provide the herein described Maintenance Services. District has the right to inspect and reasonably approve all equipment that will be used in this work.
5. Remove and properly dispose all weeds, unwanted rocks, paper, trash and other debris from the Lake Maintenance Tract and the Water Management Tract to the water's edge. For the purpose of clarity, the Maintenance Services shall not include (i) any debris removal, demucking, or aquatic weed control with respect to the Water Management Tract, (ii) the maintenance, repair, and/or replacement of any fountains in the Water Management Tract, or (iii) the integrity of any lake banks/bed.
6. Remove and properly dispose of all cuttings, clippings, and other debris from the Lake Maintenance Tract and the Water Management Tract while work is being performed, ensuring as reasonably practicable that such cuttings, and clippings, and other debris are kept out of the water within the Water Management Tract.
7. Trim low branches and suckers from non-littoral trees (if any) 1 time per month.
8. Mulch to be installed as needed.
9. All non-littoral trees (if any) will be trimmed to a height of twelve feet and are to be kept in a neat and healthy manner to promote growth. All dead, hazardous and troublesome branches will be trimmed on all trees as needed and/or whenever reported to or noted by personnel.
10. All non-littoral palms and trees (if any) over ten feet in height to be trimmed and pruned once annually.
11. Regularly inspect irrigation facilities to ensure compliance with applicable water restrictions imposed or enacted by the South Florida Water Management District, Palm Beach County, the

City of Palm Beach Gardens, or any other government entity or agency having jurisdiction thereof.

For the purpose of clarity, below is a list of the littoral trees and plantings for the District Property provided under Avenir Landscape Plan - #1 prepared by Urban Design Kilday Studios under Project No. 12-065.0003. The District shall remain solely responsible for the proper care, trimming, treatment, and replacement of the littoral trees and plantings within the District Property, whether located within water or on dry land.

LITTORAL TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME				
	AR-L	17	Acer rubrum / Red Maple Container Grown, 9' OA Ht. Min. x 2.5'-3' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	85.0
	AR-M	20	Acer rubrum / Red Maple Container Grown, 7' OA Ht. Min. x 2'-2.5' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	100.0
	AR-S	28	Acer rubrum / Red Maple Container Grown, 5' OA Ht. Min. x 1.5'-2' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	140.0
	TD-L	16	Taxodium distichum / Bald Cypress Container Grown, 9' OA Ht. Min. x 2.5'-3' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	80.0
	TD-M	18	Taxodium distichum / Bald Cypress Container Grown, 7' OA Ht. Min. x 2'-2.5' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	90.0
	TD-S	29	Taxodium distichum / Bald Cypress Container Grown, 5' OA Ht. Min. x 1.5'-2' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	145.0

LITTORAL PLANTINGS	CODE	QTY	BOTANICAL NAME / COMMON NAME				
	CAN	648	Canna flaccida / Yellow Canna Bare Root, 10' Ht. x 6" Spr. 24" O.C.	N	N	1	648.0
	AME	664	Crinum americanum / Swamp Lily Bare Root, 10' Ht. x 6" Spr., 24" O.C.	N	N	1	664.0
	ELE	2,063	Eleocharis interstincta / Jointed Spikerush Bare Root, 10' Ht. x 6" Spr. 24" O.C.	N	N	1	2063.0
	PON	671	Pontederia cordata / Pickerel Weed 4" Pot, 10' Ht. x 6" Spr., 24" O.C., Fully rooted plants	N	N	1	671.0

Instrument Prepared By and Return to:

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

Space Above this Line for Recording Data_____

LANDSCAPE MAINTENANCE EASEMENT AGREEMENT

[AVENIR – POD 9]

THIS LANDSCAPE MAINTENANCE EASEMENT AGREEMENT (this “**Easement**”), made this ____ day of April, 2022 (the “**Effective Date**”), between **AVENIR - POD 9 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is 550 Biltmore Way Suite 1110, Coral Gables, Florida 33134 (“**Grantor**”) and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (“**CDD**”).

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of real property situate in Palm Beach County, Florida, which property is more particularly described as:

Tracts O-1, O-2, and O-8, AVENIR – POD 9, according to the plat thereof, as recorded in Plat Book ____, Page ____, of the Public Records of Palm Beach County, Florida (the “**Easement Area**”);

WHEREAS, the Easement Area is located within the jurisdictional boundaries of the CDD and the CDD desires an easement over the Easement Area, as the intent of the parties is for the Grantor to install or have installed the Improvements, as later defined, at Grantor’s sole cost and expense, and upon completion of the Improvements, for the CDD to provide for the regular and routine Maintenance Services, as later defined, of said Improvements utilizing funds collected from the assessable lands within the CDD for purposes of the operation and maintenance of the CDD; and

WHEREAS, Grantor is willing to grant such easement upon and subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other contained herein and other good and valuable considerations, Grantor and CDD hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement**. Grantor does hereby grant unto the CDD a non-exclusive easement over the Easement Area to repair, maintain, and replace the landscape improvements including but not limited to, trees, bushes, flowers, plantings, sod, ground cover, and irrigation systems (including irrigation lines, facilities, pumps and timers) appurtenant thereto (hereinafter the “**Improvements**”) contained in the Easement Area. The Improvements shall be deemed to include the façade (but not structure) of the side of the buffer walls constructed (or to be constructed) upon or adjacent to the Easement Area that is facing exterior to the residential

subdivision adjacent to such walls. Grantor hereby reserves all rights of ownership in and to the Easement Area that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Area and the right to use the Easement Area for all uses not interfering with the uses permitted under this Easement.

3. **Maintenance Responsibility.**

- a. CDD shall maintain, repair, and replace the Improvements within the Easement Area, at its sole cost and expense, in a manner consistent with its maintenance of similar improvements throughout the jurisdictional boundaries of the CDD. Such maintenance shall include the services specified in Exhibit "A" attached hereto (the "**Maintenance Services**"). To the extent permitted by law, CDD shall defend, indemnify and hold Grantor harmless from any loss, liability, damages, injuries and claims as to foregoing, whether as to person or property, arising from the acts and omissions of CDD on and with respect to the Easement Area, and such indemnification obligations shall survive the termination of this Easement.
- b. The Maintenance Services shall be provided by the CDD in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the CDD shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the CDD.
- c. The Maintenance Services shall be provided by the CDD in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions.
- d. The Maintenance Services shall be provided by the CDD without interfering in any way with or encumbering the use, ownership, or other right or interest of any party in the Improvements or in the Easement Area, except to the extent reasonably necessary, on a temporary basis, for the CDD to perform its obligations under this Easement.
- e. The CDD shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the CDD may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Easement.
- f. The CDD shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget and levy non-ad valorem assessments against the owners of the benefitting lands within the CDD.
- g. The CDD shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, "**Applicable Laws**"), arising in connection with the CDD's failure to perform the Maintenance Services in the manner required under this Easement. Any

finest, penalties or other costs imposed against the Grantor for such violations shall immediately be paid by the CDD within fifteen (15) business days of the CDD's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. The CDD shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to the CDD's performance of its obligations under this Easement, however, Grantor shall notify the CDD of any changes to any Applicable Laws within a reasonable period of time of the Grantor's actual knowledge of such changes.

4. **Excluded Events.** The Maintenance Services to be performed by the CDD shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (i) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (ii) the acts or omissions of Grantor or any of its contractors, agents, officers, employees, volunteers, or representatives (an "**Excluded Event**"). Grantor shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the CDD shall submit written notice to Grantor regarding any such damage to the Improvements due to the Excluded Event. However, the CDD's failure to provide said notice shall not negate Grantor's responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the CDD is delayed in the performance of any obligation under this Easement that it is otherwise responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.
5. **Emergency Intervention by Grantor.** In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by Grantor in its reasonable discretion, and regardless of any language in this Easement to the contrary or any language in any contract or arrangement that the CDD may have with third parties concerning the Maintenance Services for the Improvements, Grantor reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the CDD and if the CDD does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Easement: (a) the provision of any of the Maintenance Services and (b) the removal, modification, relocation, or replacement, as the case may be and in Grantor's reasonable discretion, of one or more of the Improvements. Following termination of the emergency event and conclusion of emergency remedial actions, if any, Grantor shall so notify the CDD and the CDD shall thereupon be obligated to resume the provision of Maintenance Services under this Easement. For the purpose of clarity, the CDD's failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Easement.
6. **Binding Effect.** This Easement shall be and constitutes a covenant running with the Easement Area, and shall inure to the benefit of, and be binding upon, the parties hereto and on Grantor's successors in title to the Easement Area.
7. **Default.**
 - a. In addition to any other remedies available in law or equity, and any other rights of Grantor expressly provided in this Easement, if the CDD should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from Grantor, then in that event Grantor, at its sole discretion and with prior notice, may elect to (i) provide such

Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements, or (ii) remove, modify, relocate, or replace, as the case may be and in the Grantor's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services, or (iii) terminate this Easement by providing written notice to the CDD and recording a termination of this Easement executed solely by Grantor in the Public Records of Palm Beach County, Florida. At such time as Grantor should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from Grantor, the CDD shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the CDD may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the either parties' rights to terminate this Easement in accordance with Section 8. Further, in such event, the CDD shall reimburse Grantor for the reasonable out-of-pocket costs incurred by the Grantor in providing such Maintenance Services (the "**Reimbursement Payments**") until such time as this Easement has been terminated (such obligation shall survive the termination of this Easement). In connection with any request by Grantor for Reimbursement Payments, Grantor shall provide to the CDD copies of invoices for the Maintenance Services provided by Grantor and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.

- b. Before any breach by the CDD of its obligations under this Easement shall constitute a default, Grantor shall first provide the CDD with written notice of such breach and the CDD shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the CDD has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.
 - c. Except as expressly provided in Section 7(a) above, any costs incurred by Grantor in performing the Maintenance Services for any reason, shall be borne solely by Grantor.
 - d. At the sole discretion of Grantor, a default by the CDD under this Easement shall entitle Grantor to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the CDD's default under this Easement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the Grantor shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the CDD's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Easement by Grantor shall be limited to (a) the costs of any actual damage to the Easement Area or the Improvements resulting from the CDD's failure to perform the Maintenance Services in the manner required under this Easement, (b) any amounts owing in connection with the CDD's indemnification obligations, and (c) any enforcement costs due to Grantor under Section 12(f). For the purpose of clarity, in accordance with Section 5(c), Grantor shall not be entitled to any damages for the costs incurred by Grantor to simply perform the Maintenance Services in lieu of the CDD.
8. **Term of Agreement.** This Easement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Easement, the term of this Easement shall expire on midnight of September 30th of the year that is five (5) years following the year of the

Effective Date. This Easement shall automatically renew for additional five years, commencing at 12:01 a.m. on October 1st of the that year, unless the CDD provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the CDD intends not to renew for an additional term. In addition to the rights and methods of termination established pursuant to any other provision of this Easement, either the Grantor or the CDD may terminate this Easement at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the other party of its intent to terminate this Easement pursuant to this provision. Any termination of this Easement shall be evidenced by a termination executed by the CDD and the Grantor and recorded in the Public Records of Palm Beach County, Florida. Upon any such termination, each party agrees to reasonably cooperate with the other party in connection with the recording of an instrument evidencing the termination of this Easement.

9. **Insurance.** The CDD shall individually maintain, and require any contractor hired by the CDD to perform the Maintenance Services to maintain, throughout the term of this Easement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.
10. **Amendment.** This Easement may only be amended by a written amendment duly executed by the Grantor and the CDD, or their successors and assigns, and recorded in the Public Records of Palm Beach County, Florida.
11. **Authority.** Each of Grantor and CDD does hereby warrant that this document has been duly executed.
12. **Miscellaneous.**
 - a. CDD's use of the Easement Area shall be in conformity with safe practices and shall at all times be in compliance with all local, state and federal laws, statutes, rules and regulations, including, without limitation, as to environmental matters.
 - b. The Easement granted hereunder is subject to all matters of record and those matters that a personal inspection or an accurate survey of the Easement Area would reveal. Grantor does not make any representation or warranty, express or implied, with respect to the Easement Area, including, without limitation, as to fitness for a particular purpose, design or conditions, compliance with laws, absence of defect, whether patent or latent, or the existence of any hazardous substance. CDD acknowledges that it has inspected the Easement Area to the extent it deems necessary and has found the Easement Area satisfactory in all respects.
 - c. CDD shall not commit or suffer to be committed any waste or nuisance upon the Easement Area and shall take such action necessary to terminate any nuisance or waste, except CDD shall not be liable to take such action to terminate any nuisance or waste to the extent an act or omission of Grantor is a substantial factor in the causation of such nuisance or waste.
 - d. This Easement shall be governed by the laws of the State of Florida without giving effect to it conflict of laws principles. Venue and jurisdiction for any dispute arising under this Easement shall be exclusively in the courts located in Palm Beach County, Florida.
 - e. All notices under this Easement shall be in writing and shall be sufficiently made or given only when delivered in person, sent by recognized overnight courier, or mailed by certified mail, return receipt requested, to the party's address provided in the initial

paragraph to this Easement. Notice given by hand delivery shall be deemed received on the date delivered if delivered on a business day during business hours, otherwise it shall be deemed delivered on the next business day. Notice given by certified mail, return receipt requested, postage pre-paid, shall be deemed delivered three days following the date mailed. Notice sent by nationally recognized overnight courier (such as Federal Express) with request for next business day delivery, shall be deemed received on the next business day. Any notice refused shall be deemed to be accepted on the earlier of the time frame set forth in this notice provision or when actually refused. Grantor and Grantee may modify their respective notice address by providing ten (10) days' prior written notice to the other.

- f. In the event that either party is required to enforce this Easement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.
- g. Nothing contained in this Easement shall be deemed a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

[SIGNATURE PAGES FOLLOW]

Signature Page to Landscape Maintenance Easement Agreement

IN WITNESS WHEREOF, the parties hereto execute this Landscape Maintenance Easement Agreement and further agree that it shall take effect as of the date first above written.

Signed, sealed and delivered
In the presence of:

**AVENIR – POD 9 NEIGHBORHOOD
ASSOCIATION, INC.**, a Florida
corporation not for profit

Witness: _____

Print Name: _____

By: _____

Name: Manuel M. Mato

Title: President

Witness: _____

Print Name: _____

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of April, 2022, by Manuel M. Mato, the President of **AVENIR – POD 9 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Notary Public – State of Florida

Notary Seal: _____

Signature Page to Landscape Maintenance Easement Agreement

Signed, sealed and delivered
In the presence of:

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

Witness: _____
Print Name: _____

By: _____
Name: Virginia Cepero
Title: Chairperson

Witness: _____
Print Name: _____

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of April, 2022, by Virginia Cepero, the Chairperson of **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Notary Public – State of Florida

Notary Seal: _____

EXHIBIT “A”

Maintenance Services

1. The provision of fertilizer, edging, mowing, trimming, thinning, weeding and pesticide treatment services as may be reasonably necessary and appropriate for the Improvements (including but not limited to trees, shrubs and ground cover) together with their replacement with comparable new plantings and suitable landscaping if diseased, dying or dead.
2. The eradication of exotic and pest trees, shrubs and plants including herbicide application and/or manual removal, provided effective and environmentally safe herbicides and application techniques shall be used as are customary in the industry, and shall be performed in such a manner as to protect non-target areas and the public.
3. The provision of maintenance, repair and/or replacement services for any landscape related irrigation system components, including but not limited to sprinkler heads, wiring and controllers, piping and valves.
4. The provision of all personnel and equipment necessary in order to provide the herein described Maintenance Services.
5. Remove and properly dispose all weeds, unwanted rocks, paper, trash and other debris from these areas.
6. Remove and properly dispose of all cuttings, clippings, and other debris from the premises while work is being performed.
7. Trim low branches and suckers from trees 1 time per month.
8. Mulch to be installed as needed.
9. All trees will be trimmed and are to be kept in a neat and healthy manner to promote growth. All dead, hazardous and troublesome branches will be trimmed on all trees as needed and/or whenever reported to or noted by personnel.
10. All palms and trees over ten feet in height to be trimmed and pruned once annually.
11. Regularly inspect irrigation facilities to ensure compliance with applicable water restrictions imposed or enacted by the South Florida Water Management District, Palm Beach County, the City of Palm Beach Gardens, or any other government entity or agency having jurisdiction thereof.

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

LAKE INTERCONNECT EASEMENT

[AVENIR – POD 9]

THIS LAKE INTERCONNECT EASEMENT (this “**Easement**”) is entered into as of the ____ day of April, 2022, (the “**Effective Date**”) by and between **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company (“**Avenir**”), whose mailing address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) whose mailing address is c/o Special District Services, 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410. Avenir and the District are hereinafter referred to collectively as the “**Parties**”, and each individually is a “**Party**”.

W I T N E S S E T H:

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

WHEREAS, the District has ownership of, or maintenance responsibility with respect to, certain water management tracts legally described as Tract W, AVENIR – POD 9, according to the Plat thereof, recorded in Plat Book ____, Page ____, and Tract W4, AVENIR SITE PLAN 2 – POD 5, according to the Plat thereof, recorded in Plat Book 129, Page 1, both of the Public Records of Palm Beach County, Florida (the “**Lake Areas**”); and

WHEREAS, Avenir desires to grant the District an easement over the Easement Premises for the placement of drainage pipes and related facilities to connect the Lake Areas.

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

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

2. Grant of Easement. Avenir hereby grants to the District, its agents, employees and invitees, a perpetual easement over, under, across, and through the Easement Premises for the purposes of construction, installation, maintenance, operation, repair, and replacement of drainage

pipes and related facilities and equipment (collectively, the “**Drainage Facilities**”) to connect the Lake Areas.

3. **Term.** This Easement shall be perpetual unless earlier terminated by written instrument signed by each Party and recorded in the Public Records of Palm Beach County, Florida.

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

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

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

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

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

9. **Amendment.** Any amendment of this Easement shall be binding only if evidenced in a written instrument signed by each Party and recorded in the Public Records.

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

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

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

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

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

15. Sovereign Immunity. Nothing herein shall be interpreted or construed as a waiver of the protections, immunities, or limitations of liability afforded the District pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

[Signature pages follow]

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

In the Presence of:

AVENIR DEVELOPMENT, LLC, a Florida
limited liability company

Print Name:_____

By: _____
Manuel M. Mato, President

Print Name:_____

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of April, 2022, by Manuel M. Mato, President of Avenir Development, LLC, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or who ☐ has produced _____ as identification.

Notary Public – State of Florida

Notary Stamp/Seal:_____

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

In the Presence of:

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

Print Name:_____

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

Print Name:_____

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of April, 2022, 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, who ☐ is personally known to me or who ☐ has produced _____ as identification.

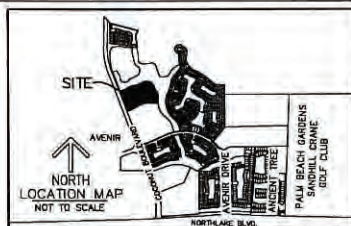
Notary Public – State of Florida

Notary Stamp/Seal:_____

EXHIBIT “A”

Easement Premises

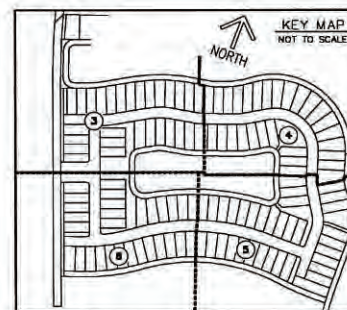
[See attached]



AVENIR – POD 9

BEING A REPLAT OF A PORTION OF PARCEL A-2, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH ALL OF TRACT RBE1, AVENIR SITE PLAN 3 – POD 8, AS RECORDED IN PLAT BOOK 131 PAGE 124, 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 and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
APRIL 2022



STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR
RECORD AT _____
THIS _____ DAY OF _____
A.D. 2022 AND DAILY RECORDED
IN PLAT BOOK _____
PAGES _____ THROUGH _____
ON _____
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BY _____
DEPUTY CLERK

SHEET 1 OF 6

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 9", BEING A REPLAT OF A PORTION OF PARCELS A-2, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH ALL OF TRACT RBE1, AVENIR SITE PLAN 3 – POD 8, AS RECORDED IN PLAT BOOK 131 PAGE 124, 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHEAST CORNER OF TRACT RBE1 OF THE PLAT OF AVENIR SITE PLAN 3 – POD 8 PLAT BOOK 131, PAGE 124 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE, SOUTH 89°26'44" WEST, A DISTANCE OF 40.00 FEET, THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 287.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH AN ANGLE OF 64° 01' 11", FOR AN ARC LENGTH OF 287.00 FEET, HAVING A RADIUS OF 394.00 FEET, AND WHOSE CHORD BEARS NORTH 18° 26' 41" WEST FOR A DISTANCE OF 286.00 FEET, THENCE, NORTH 25°34'05" EAST, A DISTANCE OF 80.24 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT THROUGH AN ANGLE OF 64° 01' 11", FOR AN ARC LENGTH OF 328.00 FEET, HAVING A RADIUS OF 392.00 FEET, AND WHOSE CHORD BEARS SOUTH 16° 07' 52" EAST FOR A DISTANCE OF 328.00 FEET, THENCE, SOUTH 29°31'16" EAST, A DISTANCE OF 701.67 FEET, THENCE, NORTH 89°26'44" EAST, A DISTANCE OF 155.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH AN ANGLE OF 64° 01' 11", FOR AN ARC LENGTH OF 44.32 FEET, HAVING A RADIUS OF 278.00 FEET, AND WHOSE CHORD BEARS NORTH 71° 28' 47" EAST FOR A DISTANCE OF 241.59 FEET, THENCE, NORTH 80° 16' 11" EAST A DISTANCE OF 170.11 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH AN ANGLE OF 22° 38' 12", FOR AN ARC LENGTH OF 241.17 FEET, HAVING A RADIUS OF 87.00 FEET, AND WHOSE CHORD BEARS NORTH 71° 28' 47" EAST FOR A DISTANCE OF 241.59 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT THROUGH AN ANGLE OF 30° 13' 52", FOR AN ARC LENGTH OF 270.56 FEET, HAVING A RADIUS OF 80.83 FEET, THENCE, SOUTH 17° 30' 43" EAST A DISTANCE OF 270.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH AN ANGLE OF 109° 40' 36", FOR AN ARC LENGTH OF 712.74 FEET, HAVING A RADIUS OF 172.00 FEET, AND WHOSE CHORD BEARS NORTH 72° 33' 15" EAST FOR A DISTANCE OF 608.63 FEET, THENCE, SOUTH 17° 30' 43" EAST A DISTANCE OF 117.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH AN ANGLE OF 24° 47' 24", FOR AN ARC LENGTH OF 87.83 FEET, HAVING A RADIUS OF 35.44 FEET, AND WHOSE CHORD BEARS NORTH 72° 33' 15" EAST FOR A DISTANCE OF 87.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH AN ANGLE OF 42° 27' 16", FOR AN ARC LENGTH OF 338.95 FEET, HAVING A RADIUS OF 322.00 FEET, AND WHOSE CHORD BEARS SOUTH 21° 13' 54" EAST FOR A DISTANCE OF 338.95 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH AN ANGLE OF 63° 54' 10", FOR AN ARC LENGTH OF 55.64 FEET, HAVING A RADIUS OF 818.87 FEET, AND WHOSE CHORD BEARS SOUTH 01° 46' 06" EAST FOR A DISTANCE OF 55.63 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT THROUGH AN ANGLE OF 10° 56' 47", FOR AN ARC LENGTH OF 280.62 FEET, HAVING A RADIUS OF 158.58 FEET, AND WHOSE CHORD BEARS NORTH 87° 50' 57" WEST FOR A DISTANCE OF 280.62 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT THROUGH AN ANGLE OF 42° 27' 30", FOR AN ARC LENGTH OF 818.87 FEET, HAVING A RADIUS OF 836.59 FEET, AND WHOSE CHORD BEARS SOUTH 14° 31' 20" WEST FOR A DISTANCE OF 818.87 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT THROUGH AN ANGLE OF 16° 45' 14", FOR AN ARC LENGTH OF 330.54 FEET, HAVING A RADIUS OF 1098.27 FEET, AND WHOSE CHORD BEARS SOUTH 42° 46' 34" WEST FOR A DISTANCE OF 330.54 FEET, THENCE, SOUTH 17°38'45" WEST, A DISTANCE OF 82.41 FEET, THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 1286.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,560,106 SQUARE FEET OR 35.814 ACRES MORE OR LESS.

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

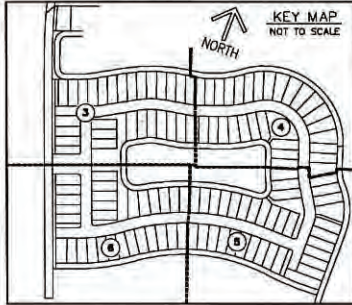
- TRACT "1", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR – POD 9 NEIGHBORHOOD ASSOCIATION, INC. ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE ACCESS, ROADWAY, SIDEWALK, DRAINAGE, SEWERAGE, WATER UTILITY AND RELATED PURPOSES. SAID TRACT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECURSE TO THE CITY OF PALM BEACH GARDENS, AN EASEMENT OVER TRACT "1", AS SHOWN HEREON, AN EASEMENT OVER TRACT "4", IS HEREBY DEDICATED IN PERPETUITY TO SEACAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCOMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECURSE TO SEACAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.
- TRACTS "2" AND "3", 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 AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECURSE 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 "2" AND "3", AS SHOWN HEREON, AN EASEMENT OVER TRACTS "1" AND "4", AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY TO SEACAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCOMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECURSE TO SEACAST UTILITY AUTHORITY AND WITHOUT RECURSE TO THE CITY OF PALM BEACH GARDENS.
- TRACT "4", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, STORM WATER MANAGEMENT AND DRAINAGE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECURSE TO THE CITY OF PALM BEACH GARDENS.
- TRACT "5", 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 RECURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES AND LANDSCAPING MAY BE PERMITTED WITHIN SAID TRACT AS APPROVED BY SA WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.
- TRACT "6", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR – POD 9 NEIGHBORHOOD ASSOCIATION, INC. ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, WALK, BIKING, PARKING, PARK, AND RECREATIONAL PURPOSES, ALONG WITH THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF DRAINAGE LINES THEREON, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECURSE TO THE CITY OF PALM BEACH GARDENS.
- TRACTS "7", "8", "9", "10", "11", "12", "13", "14", "15", "16", "17", "18", "19", "20", "21", "22", "23", "24", "25", "26", "27", "28", "29", "30", "31", "32", "33", "34", "35", "36", "37", "38", "39", "40", "41", "42", "43", "44", "45", "46", "47", "48", "49", "50", "51", "52", "53", "54", "55", "56", "57", "58", "59", "60", "61", "62", "63", "64", "65", "66", "67", "68", "69", "70", "71", "72", "73", "74", "75", "76", "77", "78", "79", "80", "81", "82", "83", "84", "85", "86", "87", "88", "89", "90", "91", "92", "93", "94", "95", "96", "97", "98", "99", "100", "101", "102", "103", "104", "105", "106", "107", "108", "109", "110", "111", "112", "113", "114", "115", "116", "117", "118", "119", "120", "121", "122", "123", "124", "125", "126", "127", "128", "129", "130", "131", "132", "133", "134", "135", "136", "137", "138", "139", "140", "141", "142", "143", "144", "145", "146", "147", "148", "149", "150", "151", "152", "153", "154", "155", "156", "157", "158", "159", "160", "161", 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- TRACTS "101", "102", "103", "104", "105", "106", "107", "108", "109", "110", "111", "112", "113", "114", "115", "116", "117", "118", "119", "120", "121", "122", "123", "124", "125", "126", "127", "128", "129", "130", "131", "132", "133", "134", "135", "136", "137", "138", "139", "140", "141", "142", "143", "144", "145", "146", "147", "148", "149", "150", "151", "152", "153", "154", "155", "156", "157", "158", "159", "160", "161", "162", "163", "164", "165", "166", "167", "168", "169", "170", "171", "172", "173", "174", "175", "176", "177", "178", "179", "180", "181", "182", "183", "184", "185", "186", "187", "188", "189", "190", "191", "192", "193", "194", "195", "196", "197", "198", "199", "200", "201", "202", "203", "204", "205", "206", "207", "208", "209", "210", "211", "212", "213", "214", "215", "216", "217", "218", "219", "220", "221", "222", "223", "224", "225", "226", "227", "228", "229", "230", "231", "232", "233", "234", "235", "236", "237", "238", "239", "240", "241", 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AVENIR - POD 9

BEING A REPLAT OF A PORTION OF PARCEL A-2, AVENIR, AS RECORDED
IN PLAT BOOK 127 PAGE 85, TOGETHER WITH ALL OF TRACT RBE1,
AVENIR SITE PLAN 3 - POD 8, AS RECORDED IN PLAT BOOK 131 PAGE
124, 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 and WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
APRIL 2022



SHEET 2 OF 6

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 ____ DAY OF _____, 2022.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

WITNESS: _____
PRINT NAME: _____ BY: VIRGINIA CEPERO
CHAIRMAN

WITNESS: _____
PRINT NAME: _____

AVENIR COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGEMENT: STATE OF FLORIDA COUNTY OF MIAMI-DADE

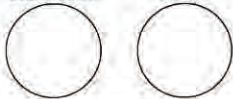
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____
PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS ____ DAY OF _____
2022, BY VIRGINIA CEPERO, CHAIRMAN OF THE BOARD OF
SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF
SPECIAL PURPOSE GOVERNMENT ESTABLISHED 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 ____ DAY OF _____, 2022.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

COMMISSION NUMBER: _____ PRINT NAME: _____

AVENIR COMMUNITY
DEVELOPMENT DISTRICT



AVENIR - POD 9 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT.

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR - POD 9 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 ____ DAY OF _____, 2022.

AVENIR - POD 9 NEIGHBORHOOD
ASSOCIATION, INC. A FLORIDA CORPORATION
NOT FOR PROFIT.

WITNESS: _____ BY: MANUEL M. MATO
PRESIDENT

WITNESS: _____

AVENIR - POD 9 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT: ACKNOWLEDGEMENT: STATE OF FLORIDA COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____
PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS ____ DAY OF _____
2022, BY MANUEL M. MATO, PRESIDENT, ON BEHALF OF
AVENIR - POD 9 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR
PROFIT, ON BEHALF OF THE AVENIR - POD 9 NEIGHBORHOOD ASSOCIATION, INC., A
FLORIDA CORPORATION NOT FOR PROFIT, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS
PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2022.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

COMMISSION NUMBER: _____ PRINT NAME: _____

AVENIR - POD 9
NEIGHBORHOOD
ASSOCIATION, INC.



AVENIR - POD 9
NEIGHBORHOOD
ASSOCIATION, INC.
NOTARY

MORTGAGEE'S JOINDER AND CONSENT: STATE OF TEXAS

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE
PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE
DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER HEREOF AND
AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 33062, AT
PAGE 1088 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE
SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED
BY ITS AUTHORIZED REPRESENTATIVE BY AND WITH THE AUTHORITY OF ITS BOARD OF
DIRECTORS THIS ____ DAY OF _____, 2022.

PRESTON HOLLOW CAPITAL, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
NAME: _____
TITLE: _____

WITNESS: _____

ACKNOWLEDGEMENT: STATE OF TEXAS

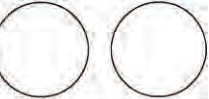
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____
PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS ____ DAY OF _____
2022, BY _____, ON BEHALF OF
PRESTON HOLLOW CAPITAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF
THE LIMITED LIABILITY COMPANY, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS
PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2022.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

COMMISSION NUMBER: _____ PRINT NAME: _____

MORTGAGEE:



MORTGAGEE
NOTARY

TABULAR DATA:

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

TABULAR DATA	ACRES
RESIDENTIAL LOTS	19.597
TRACT R	5.301
TRACT RW1	0.135
TRACT RW2	0.083
TRACT RBE1	1.271
TRACT RBE2	0.313
TRACT RBE3	0.126
TRACT RBE4	1.101
TRACT PARK	0.686
TRACT W	3.323
TRACT LW	1.246
OPEN SPACE TRACT 1	0.133
OPEN SPACE TRACT 2	0.064
OPEN SPACE TRACT 3	0.813
OPEN SPACE TRACT 4	0.131
OPEN SPACE TRACT 5	0.154
OPEN SPACE TRACT 6	0.060
OPEN SPACE TRACT 7	0.050
OPEN SPACE TRACT 8	0.054
OPEN SPACE TRACT 9	0.080
OPEN SPACE TRACT 10	0.054
OPEN SPACE TRACT 11	0.408
OPEN SPACE TRACT 12	0.205
OPEN SPACE TRACT 13	0.011
TOTAL AREA THIS PLAT	35.814

CITY OF PALM BEACH GARDENS APPROVAL OF PLAT: STATE OF FLORIDA COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS ____ DAY OF _____, 2022.

BY: _____
NAME: _____
MAYOR

ATTEST: _____
PATRICIA SHROED, CMC
CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS ____ DAY OF _____, 2022.

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 177.08(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF PALM BEACH GARDENS. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR THE FIELD VERIFICATION OF MONUMENTS AT LOT CORNERS.

THIS ____ DAY OF _____, 2022.

PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
CERTIFICATE NO. _____

CITY OF PALM BEACH GARDENS

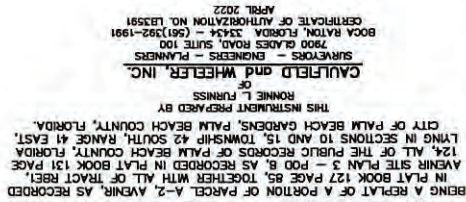


CITY OF PALM BEACH GARDENS
ENGINEER



REVIEWING
SURVEYOR





Craig A. Smith & Associates

Utility Locations / Vacuum Excavation

21045 Commercial Trail

Boca Raton, FL 33486

561 314 4445

Customer:

Avenir Community Development District

ATT: MR. Manuel M. Mato

Virginia Cepero Chair.

Address: 550 Biltmore Way, Suite 1110, Miami, FL, 33134

Phone: (305) 447-7494 Fax (954) 540-3060

Email: nour@hsqgroup.net



QUOTATION

DATE 2/21/2022

Quotation #

Customer ID

Project #

Phase #

Quotation valid until: 4/22/2022

Prepared by: JFD

Comments or Special Instructions:

Per email provide 5 utility softdigs at conflicts. provide size, type, material, and location. Proposed locations provided by engineer on marked pdf Northlake BLVD roadway plan
FEBRUARY 2022

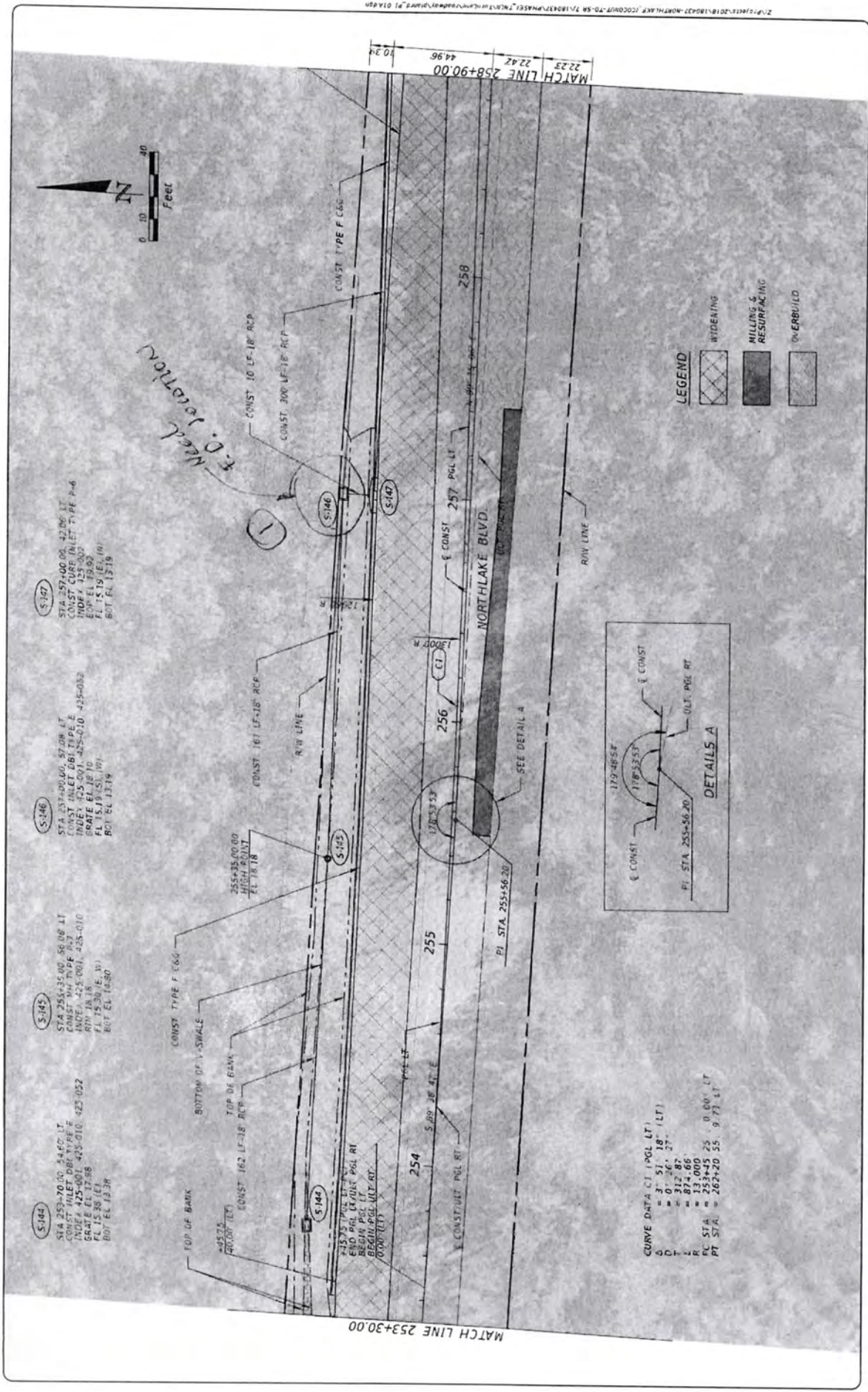
Description of Services to be Performed	Quantity	Unit Price	Unit Total
Task 1 Coordination with one call	-	\$ 150.00	\$ -
Task 2 Locates with Ground Penetrating Radar (GPR) supplemental to one call locates	5.00	\$ 150.00	\$ 750.00
Task 3 Locate with Vacuum Digging (POT-HOLING) and Mark Facilities as per engineer	5.00	\$ 395.00	\$ 1,975.00
Task 4 GPS locate with sketch (PSM)(optional)	5.00	\$ 150.00	\$ 750.00
Facility depths are not provided from surface designations. If facility depths are required, vacuum excavations will be necessary. CAS can provide depth approximations from EM or GPR equipment, but these are estimations and are not considered accurate.			
Proposal Total			\$ 3,475.00

Payment Terms are Invoice Net 30. Late Fees of 1.5% per month accrue after 30 days.

Accepted & Approved: Avenir	Signing this document constitutes a Contract and Promise to Pay. Customer agrees to pay all charges associated with the work performed. Payment terms are Net 30. Interest on late payments or balances will accrue at the rate of 1.5% per month after 45 days delinquency. CAS reserves all rights to secure payment and Debtor may be liable for all costs associated with collection of outstanding balances including, reasonable Attorney Fees and Court Costs.
<i>Virginia Cepero</i> 4/7/2022 Approved <i>Chair</i> Date	



THANK YOU FOR YOUR BUSINESS!!!



HSQ GROUP, INC.
 Engineers - Planners - Surveyors
 1001 Van Ness Blvd, Suite 105
 Boca Raton, FL 33433 (561) 392-0221
 (202) 555-1234

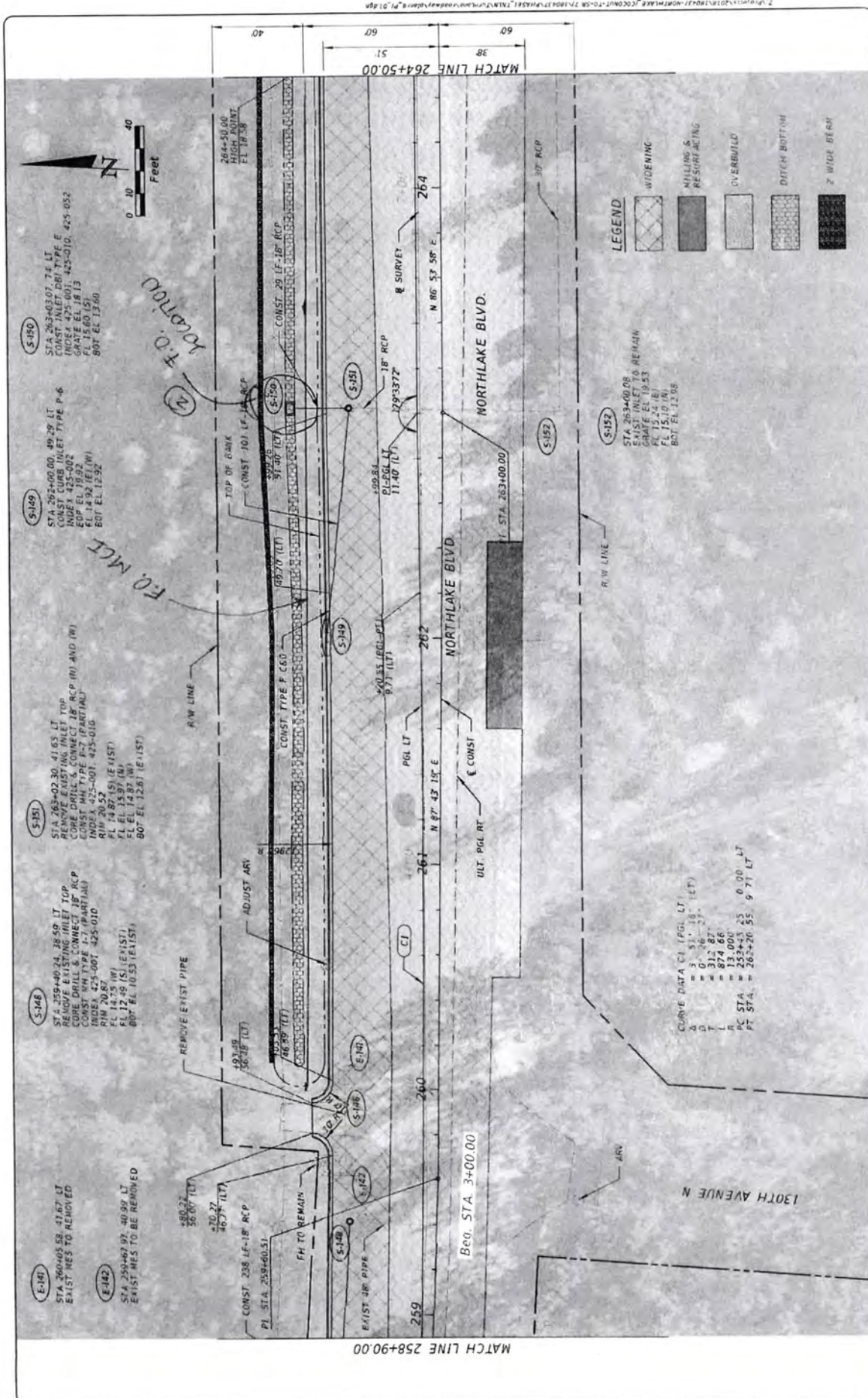
ROADWAY PLAN

SHEET: 13
 OF: 66

PROJECT NO:
 154572

SCALE: APPROVED: 2/8/2022
 DRAWN: 2/8/2022
 CHECKED: 2/8/2022
 DATE: 2/8/2022

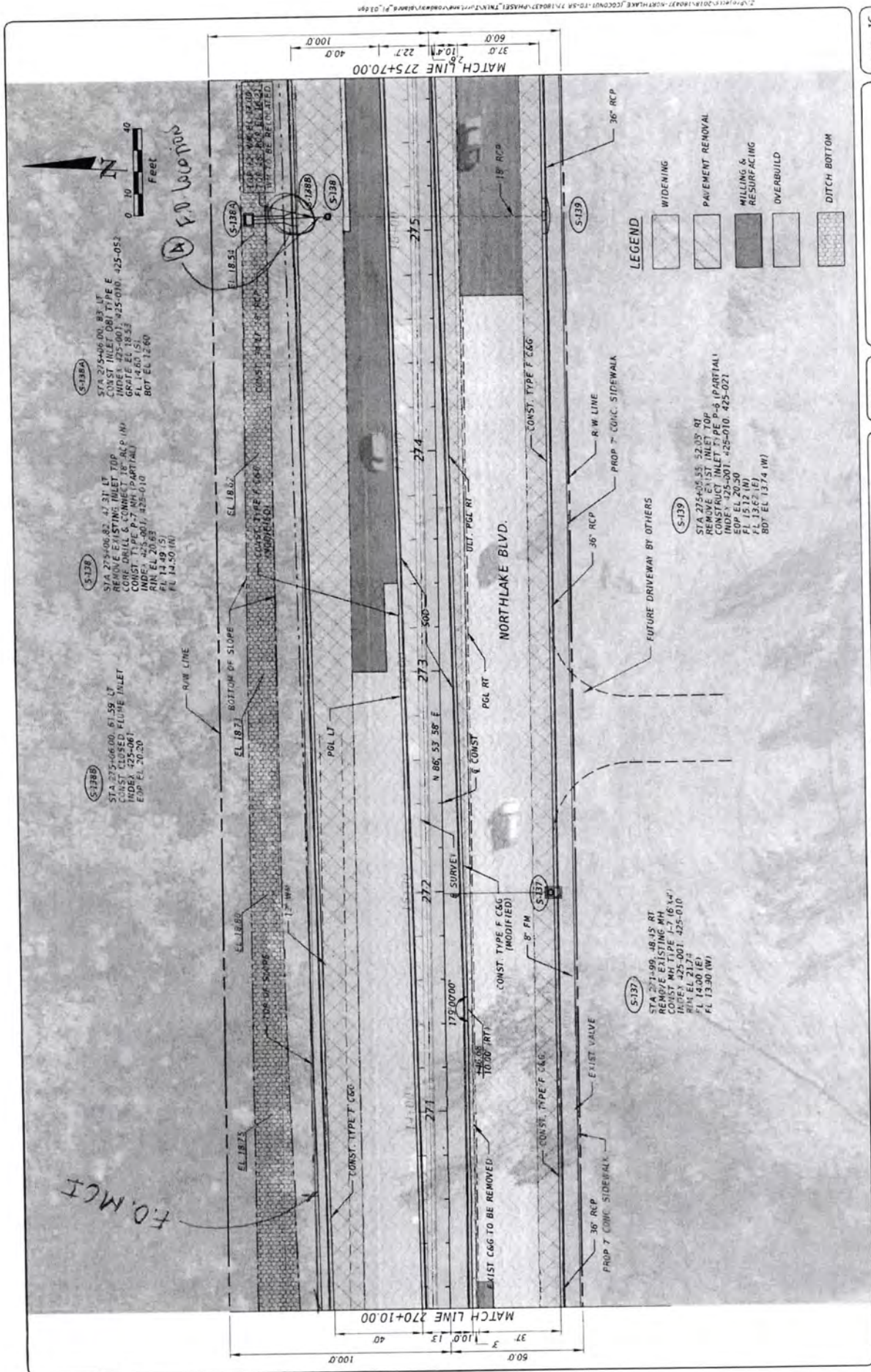
PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
 ROADWAY PRODUCTION
 P.O. BOX 3129, WEST PALM BEACH, FLORIDA 33411



HSQ GROUP, INC.
 Engineering & Planning - 5049 130th Avenue N, Suite 100
 Boca Raton, Florida 33431-5600-282.0231
 CADD 2020 187964

ROADWAY PLAN

SCALE: APPROVED: 2/6/2022
 DRAWN: 9/27/13 AM
 CHECKED: 180237
 DATE:

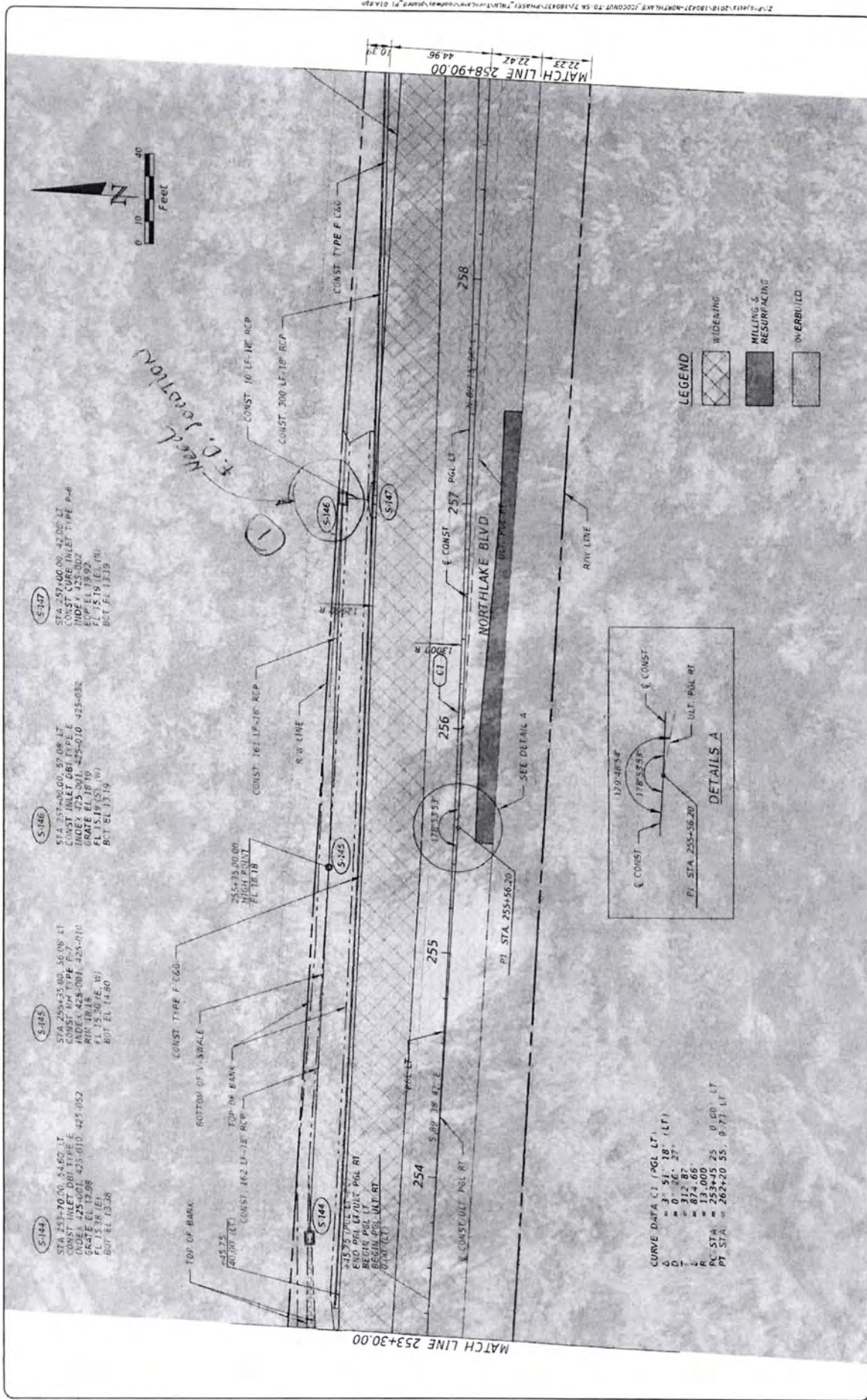


HSQ GROUP, INC.
 Engineers - Planners - Surveyors
 1001 Yucatan Road, Suite 105
 Boca Raton, FL 33433
 (561) 995-1875

ROADWAY PLAN

SCALE: AS SHOWN
 APPROVED: [Signature]
 INCHES: [Signature]
 CHECKED: [Signature]
 DATE: 2/28/2022

SHEET: 16 OF 66
 PROJECT NO: 16-137



SHEET: 13
OF: 66
PROJECT NO: 12-157

ROADWAY PLAN

SCALE: APPROVED: DRAWN: CHECKED: DATE: 2/8/2002

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 2129, WEST PALM BEACH, FLORIDA 33411

No.	Revisions	By	Date

Scale: 1" = 40' (Horizontal)
1" = 10' (Vertical)

HSQ GROUP, INC.
Engineers - Planners - Surveyors
1001 Yamato Road, Suite 100
Boca Raton, FL 33432
Phone: (561) 985-1876

AMENDMENT NO. 2

**AVENIR CLUBHOUSE – ENGINEERING SERVICES
WORK AUTHORIZATION NO. 1**

Prepared For:

AVENIR COMMUNITY DEVELOPMENT DISTRICT



AVENIR

2501A Burns road
Palm Beach Gardens, FL 33410

By:



BALLBÉ & ASSOCIATES, INC.
2737 Northeast 30th Place
Fort Lauderdale, FL 33306
(954) 491-7811

For:

SUA WATER MAIN EXTENSION AND MISCELLANEOUS SERVICES

February 13, 2022



February 13, 2022

Mrs. Virginia Cepero, Chair
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, FL 33410

Re: **AVENIR CLUBHOUSE – SUA WATER MAIN EXTENSION AND MISCELLANEOUS SERVICES**
City of Palm Beach Gardens, Palm Beach County, Florida
Project Number: **201731**

Dear Virginia:

BALLBÉ & ASSOCIATES, INC. ("Consultant") is pleased to submit to **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida ("Client") the following Amendment No. 2 (the "Amendment") to Work Authorization No. 1 (the "Work Authorization") for the SUA Water Main Extension and Miscellaneous Services for the Avenir Clubhouse. This Amendment is submitted pursuant to the Agreement for District Engineering Services between the Consultant and the Client, dated February 8, 2017 (the "District Engineer Agreement") and Work Authorization No. 1 between the Consultant and the Client, dated January 23, 2021, which District Engineer Agreement and Work Authorization No. 1 are incorporated herein and made a part hereof.

SCOPE OF SERVICES & COMPENSATION

The following is a further description of the basic services and related work to be provided on a "Lump Sum" basis unless otherwise noted as "Hourly" which represents that payment for the services will be billed as the number of hours spent on the work and based on the fee schedule shown in Exhibit "A".

ballbé & associates, inc.
broward • 2737 northeast 30th place, fort lauderdale, florida 33306 • p-954-491-7811

A.	SUA WATER MAIN EXTENSION	
	<ul style="list-style-type: none"> • Prepare construction drawing for the water main extension to Palm Beach Gardens Recreation Parcel as requested by Seacoast Utility Authority. 	\$3,500.00
	<ul style="list-style-type: none"> • Submit plans for approval to the following agencies: <ul style="list-style-type: none"> ◦ Seacoast Utility Authority ◦ Palm Beach County Department of Health 	\$1,500.00
	• Construction administration and inspection services.	\$2,000.00
	• Prepare and process easement dedication.	\$500.00
	• Attend final inspections.	\$750.00
	• Review and process final asbuilts.	\$750.00
	• Prepare and process final certifications.	\$1,000.00
	<u>Sub-Total SUA Water Main Extension =</u>	<u>\$10,000.00</u>
B.	TENNIS AND PICKLE BALL COURTS REVISIONS	
	<ul style="list-style-type: none"> • Revise paving, drainage, water and sewer plans to show the new location of the tennis and pickle ball courts. • Attend site inspections to coordinate revisions with Kast and Centerline/H&J. • Coordinate revisions with Kast, Centerline and Caulfield and Wheeler. 	
	<u>Sub-Total Tennis and Pickle Ball Courts Revisions =</u>	<u>\$5,500.00</u>
C.	POOL DECK AND POOL AMENITIES REVISIONS	
	<ul style="list-style-type: none"> • Revise paving, drainage, water and sewer plans to show the final pool layout and the additions of pool amenities. • Submit plans to Seacoast Utilities Authority for addition of water and sewer services as required for the pool and water splash pad. • Attend site inspections to coordinate revisions with Kast and Centerline/H&J. • Coordinate revisions with Kast, Centerline and Caulfield and Wheeler. 	
	<u>Sub-Total Pool Deck and Pool Amenities Revisions =</u>	<u>\$3,500.00</u>
D.	MISCELLANEOUS SERVICES	
	<ul style="list-style-type: none"> • Prepare and process easement dedications, coordinate title 	

	<ul style="list-style-type: none"> • requirements with Client's attorney. • Assist Client and Contractor with several water meter applications. • Work on restaurant license requirements and applications with Client. 	\$750.00 \$750.00 \$500.00
	<u>Sub-Total Miscellaneous Services =</u>	<u>\$2,000.00</u>
	<u>TOTAL INITIAL SCOPE OF SERVICES =</u>	<u>\$21,000.00</u>

PURSUANT TO FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL, AS DEFINED IN FLORIDA STATUTE 558.002, ACTING AS AN INDIVIDUAL EMPLOYEE OR AGENT OF BALLBÉ & ASSOCIATES, INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

This Amendment No. 1 sets forth the understanding of the arrangement between Client and Consultant; please sign and return a fully executed copy the Amendment No. 1 to us in order to initiate the work.

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

CONSULTANT:

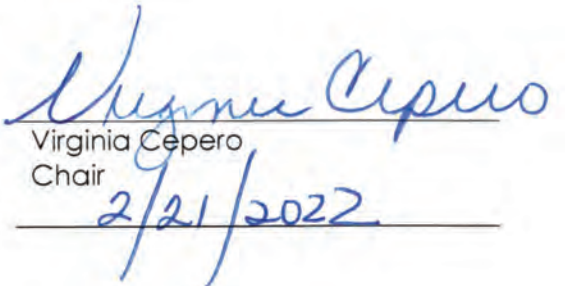
BALLBÉ & ASSOCIATES, INC., a Florida corporation



By: _____
Name: Carlos J. Ballbé, P.E., LEED® A.P.
Title: President
Dated: 2/13/2022

CLIENT:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida



By: _____
Name: Virginia Cepero
Title: Chair
Dated: 2/21/2022

The above listed tasks do not include the following items:

1. Geotechnical Testing
2. Boundary/Topographic Survey
3. Platting
4. Environmental Consulting (wetlands and contamination)
5. Irrigation Permit
6. Traffic Studies
7. Aerial Photography
8. ~~Out-Of-Pocket Expenses~~
~~Expenses will be billed at their respective cost as per the attached Exhibit "B"~~
9. Traffic studies
10. Traffic Control Through Work Zones plans (Maintenance of Traffic)
11. Signalization
12. Street Lighting
13. Hydraulic study for water mains and force mains
14. Fees
Application and permit fees are not included and shall be provided by Client as required by the permitting agencies.

Consultant will assist Client in getting proposals to perform this work if necessary.

April 20, 2022

Avenir
Attention: Jason Pierman, LCAM CDD

RE: Aquatic plant removal POD 9

Dear Mr. Pierman. The following is a proposal for the removal of over-grown aquatic vegetation in and around the lake for POD 9. As discussed, the shoreline areas that are not to required littorals are to be removed. If possible, we will reuse on another section of property at Avenir.

The cost for the removal of the aquatic vegetation outside the designated littorals will be \$1,850.00

Please sign, date and return to our office for processing.

Thank you

Louis Palermo
V.P. Sales

Customer Signature

Date

April 20, 2022

Avenir
Attention: Jason Pierman, LCAM CDD

RE: Aquatic plant installations on Lake #14

Dear Mr. Pierman. The following is a proposal for the planting of aquatic vegetation along the western shoreline on Lake #14. We will plant a variety of Pickerel Weed and Spike rush along this western shoreline to help keep the bank stabilized from the constant slapping water against the shoreline assisting eroding the shoreline. We estimate approximately 2000 linear feet of shoreline with plantings spaced two (2) ft. on center.

The cost for planting 2,500 aquatic plants along the shoreline of Lake #14 will be \$2,500.00

Please sign, date and return to our office for scheduling and processing.

Thank you

Louis Palermo
V.P. Sales

Customer Signature

Date

Avenir Community Development District

Board Agenda Item

Thursday, April 28, 2022

Item

NB7	Discussion Regarding Parking & Towing on District Roads and Parking Lots
------------	---

Summary

District amenity staff has reported that cars are being parked overnight in the Clubhouse parking lot. There is currently no rule prohibiting overnight parking in the parking lot or on District-owned road. Staff recommends adopting the below language and engaging a Palm Beach Gardens-approved towing company to provide signage and towing services.

Parking Areas. Self-parking is permitted in Parking Areas identified as such. No parking will be allowed on grassed areas or along, over, or beyond curbed areas. "No Parking" signs must be observed. Overnight parking in the Parking Areas is prohibited. Overnight Parking is defined as the parking of a vehicle or trailer in the Parking Areas at any time between the hours of 1:00 AM and 5:00 AM. Any vehicles parked in violation of this section are subject to being towed without notice or warning.



*Monthly Management Report
April 28, 2022*

Date of Report: April 20, 2022

*Submitted by: Richard Salvatore
General Manager – Vesta Property Services*

○ **Completed Tasks**

- In preparation for the Clubhouse Grand Opening, a deep clean of the interior and full exterior window cleaning was performed.
- An ongoing schedule for janitorial services had been established.
- Cable and music services have been established.
- All clubhouse doors have been Re-keyed, and all doors are on one master key.
- Final setup of security alarm system completed.
- The maintenance golf cart has arrived.
- Tennis court maintenance items were delivered, allowing for ongoing court maintenance.
- Installation of the new maintenance shed providing safe storage the maintenance cart and tennis court maintenance equipment.
- The cabanas on the pool deck have all been finished.
- The east and west pool deck pavilions have been completed.
- Backordered furniture for the pool and clubhouse was received and placed in the appropriate locations.
- The tot lot fencing has been installed and both playgrounds are now open.
- All tennis and pickleball courts have been numbered in preparation for the court reservation system.
- A sliding gate and two sets of double swing gates were installed to secure the equipment yard.
- Two trees obstructing the walkway on the pool deck, near the splash pad, have been removed per the recommendation of CPM.
- Locks have been installed on the interior gym doors, allowing space to be closed off from the rest of the clubhouse when needed.
- The Clubhouse Handbook has been revised and submitted for review.

○ **Ongoing Tasks**

- Online community notification and calendar system is being developed.
- Ongoing daily maintenance of the tennis and pickleball courts and corresponding pavilions.
- Stainless steel kick plates have been received and are being installed on all interior doors.
- The access card printer and new ID Cards have been delivered in preparation for the changeover from fobs to ID Cards.
- Installation of shoe wash stations for the clay tennis courts has begun. There will be one station for each court.
- The fabrication of (100) "no trespassing" signs has begun. Completed signs are in the process of being installed around the CDD ponds.
- A sign package is being developed for the clubhouse grounds as well as the interior and exterior of the building.

- Reviewing irrigation needs with CPM to ensure frequency and amount is adequate for the clubhouse landscaping.
 - Ongoing reporting and follow up of warranty items with builder. Ensure completed tasks are performed to standards.
 - Cleanup up of contractor waste around CDD lakes.
- ***Future Items***
- Installation of a Landscaping access gate on the Northwest side of the pool deck.
 - Final installation of access control system on the NE gym doors for after-hours access.
 - Installation of a sidewalk and lighting behind the pool deck tot lot, connecting the east event lawns more directly with the gym's NE access doors.
 - Creation of guest Wi-Fi access services for use of Residents and guests of the Amenity Center.
 - Installation of the approved phone system for clubhouse offices.

LIFESTYLE REPORT

Date of Report: April 20, 2022

Submitted by: Gina Sanchez

Lifestyle Director – Vesta Property Services

Completed Events:

HAPPY CLUBHOUSE OPENING DAY!!! What a great day filled with meeting new residents, both big and small. Learning more about them and best of all showing off the BEAUTIFUL clubhouse and amenities. Many potential buyers stopped by to catch a glimpse of the amenity center, ask questions, and take a photo or two. On this special day, guests were treated to a morning filled with coffee, bagels, and donuts while they filled out their resident information forms and received their FOBS. The afternoon crew enjoyed delicious cookies for the residents who have a “sweet tooth”.



Kenco Team Meet & Greet with the Avenir Team: The Avenir Team had the pleasure of meeting with the Kenco Team, which included a tour of the facility and a Q&A session to collectively better serve one another. Guests were served light bites, water, and iced tea.



PBNSC Hike & Breakfast: Members of the Palm Beach North Sustainability Committee and the Palm Beach Gardens Chamber of Commerce, along with distinguished guests, gathered at the Clubhouse for a personal tour of the Avenir Conservation Area and Walking Trails. Upon their return to the clubhouse, guests enjoyed a light breakfast. The table spread consisted of variety of pastries, croissants, bagels, fruit, coffee, cold Frappuccino drinks, juice, and waters. In addition, navy swell bottles were set out for a takeaway for guests to use during their hike.



Vesta Cultural Tour Luncheon: Vesta Property Services showcased the Event Hall for a luncheon for their South Florida Region employees. Senior leaders joined the session where President David Surface provided a recap of 2021 and highlighted plans for the future of the company. Attendees were treated to “grab and go” lunches consisting of a choice of cranberry harvest salad, Olympia chicken salad, walnut chicken croissants, or turkey artichoke onion roll pockets along with several sides and assorted beverages. Catering was provided by “The Bistro” of Vesta Property Services. Décor was selected to keep with the aesthetic of the Event Hall. Navy and white tropical linen was chosen and wooden cross back chairs to highlight the wood elements of the clubhouse. A simple and elegant white swan orchid gave a finishing touch for the centerpieces.



Wine & Cheese Private Event Gathering: A small gathering was held for 10 guests to enjoy cocktails and conversation on the Café Pool Deck on a beautiful Spring evening. While some guests enjoyed light bites and cocktails on the deck, other groups were taken to the conservation area and given a tour of the area and walking trails. Light bites consisted of a charcuterie board displayed on the sofa tables. Décor consisted of simple and elegant swan orchids on the cocktail table while pink tulips added a touch of class to the coffee table. Guests were all smiles upon their departure.



EGGstravaganza Event: Hippy Hoppity, Springtime is on its way!

What a great turnout for our first big event here at Avenir. Residents, big and small, enjoyed event festivities, delicious food, poolside dancing, and most importantly great conversation. In addition to the hunt, face painting was provided by *Face Art by Daisy* and was a sure hit. Poolside, residents enjoyed the beat of the *DJ SaltShaker* which included pool deck competitions to keep festivities hopping. Delicious food was provided by *Slow Low BBQ* truck and for those that wanted something sweet, *Royal Palm Ice Cream* did not disappoint.

A “to-go” cookie decorating kit provided a treat that the kids could enjoy on the Café Deck or save for later to do in their homes. In the Event Hall, residents had the opportunity to capture those cute outfits and family memories in front of a Spring themed backdrop. As a thank you for hopping by, a Bunny Bag take away containing a coloring sheet, crayon set, and pack of Jelly Bellies were given to all the little participants.

This year’s hunt was separated into two ages groups: the 0–4-year old’s and the 5+ age group with approximately 40 children participating in the fun. The three lawns on the east of the Clubhouse served as a perfect stage for the event. This large area provided kids with space to run, hunt at their leisure, and take photos. Two thousand filled eggs with toys and candy were dispersed on all three lawns. Three Golden Eggs were hidden in secret locations and were all found by three lucky residents. They were awarded with a large golden egg that contained a book, POP it egg, tic tac toe prize, and a chocolate bunny. The Décor inspiration for the Egg Hunt was to use brightly colored details for a Springtime effect. The addition of the eggs and three-dimensional lawn decorations achieved just that.



Upcoming Events:

Run For the Roses Kentucky Derby Festivities: Ladies grab those hats. Gents dust off those bow ties. It's time to Run for the Roses. The Kentucky Derby race will be broadcast in the Club Room starting at 5:30 on May 7th. Residents and guests will have the opportunity sip on Mint Juleps, enjoy light bites, and listen to some live Bluegrass music. A strolling Balloon Artist will be on site to entertain the little ones. The showing of a racing movie such as "*Seabiscuit*" will be held in the Kiddie Corner. In preparation for Mother's Day on May 8th, a special takeaway will be available for the attending moms to show how much they are honored and appreciated.



National Donut Day – June 3rd: Residents will be invited to stop by the clubhouse and celebrate with coffee and donuts.

Summer Events: Planning has begun for a "Screen on the Green Movie Night", Summer Family Picnic Bash, and Poolside Painting.

RESOLUTION NO. 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER, THE CHAIR OF THE BOARD OF SUPERVISORS, OR VICE-CHAIR OF THE BOARD OF SUPERVISORS, TO EXECUTE ON BEHALF OF THE DISTRICT AND UNDER SPECIFIED CONDITIONS, SPECIAL EVENTS INDEPENDENT CONTRACTOR AGREEMENTS AND AMENDMENTS THERETO IN CONNECTION WITH DISTRICT-SPONSORED EVENTS HELD AT THE AMENITY CENTER OR ON DISTRICT PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT; PROVIDING FOR A VENDOR INDEMNIFICATION AND HOLD HARMLESS FORM THAT MUST BE EXECUTED BY VENDORS NOT COMPENSATED BY THE DISTRICT, PROVIDING VENDOR SERVICES AT DISTRICT SPECIAL EVENTS, AUTHORIZING ACCEPTANCE OF THE SAME BY THE DISTRICT MANAGER OR CLUB MANAGER, AND AUTHORIZING THE DISTRICT MANAGER OR CLUB MANAGER TO EXECUTE THE CITY OF PALM BEACH GARDENS PROPERTY OWNER AUTHORIZATION AFFIDAVIT FOR MOBILE FOOD TRUCK PERMIT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Avenir Community Development District (the “District”) owns and operates certain properties and lands within the boundaries of the District, including, but not limited to, the recreation/amenity center, tennis courts, pools, and the playground (the “Property”); and

WHEREAS, the District, through its Board of Supervisors (the “Board”), intends to host or sponsor special events on the Property and will be required to hire or otherwise engage independent contractors to furnish the services required for such special events; and

WHEREAS, the District has included and is expected to continue to include funds as part of its approved annual budget to fund the services necessary for such special events; and

WHEREAS, in order to better facilitate the planning of such District-funded and sponsored special events by the district management and club management staff, the Board finds it to be in the best interests of the District and the landowners within the District to authorize the District Manager of the District (the “District Manager”), the Board Chair, and the Board Vice Chair to execute, under the conditions specified herein and without further Board approval, Special Events Independent Contractor Agreements and any amendments thereto amendments, which Special Events Independent Contractor Agreements shall be in the approved form attached hereto and made a part hereof as Exhibit A to this Resolution (the “Special Events Agreement Form”); and

WHEREAS, there may also be instances where the District sponsors mobile food truck vending or similar events on the lands of the District, where vendors are invited or otherwise authorized to participate in a particular District event and sell their food, beverages, or other products to event patrons; and

WHEREAS, the District Board has determined that it is appropriate and proper to delegate certain authority to the District Manager or the Club Manager of the District to verify that vendors participating in such District events execute the Mobile Food Truck/Vendor Indemnification and Hold Harmless attached hereto and made a part hereof as Exhibit B, to verify and accept the same from Vendors, and to further authorize the District Manager or Club Manager to execute the Property Owner Authorization affidavit for Mobile Food Truck Permit required by the City of Palm Beach Gardens, which form shall be in substantially the same form as that which is attached hereto and made a part hereof as Exhibit C; and

WHEREAS, the Board has determined that the implementation of this Resolution will allow of the District to more efficiently operate and plan for special events benefitting the residents and landowners of the District, the non-resident members or patrons of the recreational facilities and amenities of the District, and their respective guests, and is further expected to provide for greater efficiencies in the administration of the District and the use of its Property for special events.

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

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

SECTION 2. Authorization to Execute Special Events Independent Contractor Agreement. Subject to the conditions set forth below, the District Manager, the Board Chair, or the Board Vice-Chair are each hereby authorized to execute agreements for special events and any amendments thereto, without the necessity of first securing the approval of the Board. No agreement instrument or amendment thereto shall be executed pursuant to this Resolution unless the following conditions are all satisfied:

- A. The agreement for special events is being entered into in connection with a District-sponsored or hosted special event at the Property, the scope of services under the agreement pertains to a District special event, and the agreement instrument is completed using the same form as the Special Event Agreement Form with a proposal attached to and made a part of said form collectively, (the "Proposed Special Events Agreement"); and
- B. The Proposed Special Events Agreement has been presented to the District Manager who shall verify that the Special Events Agreement Form has been used, the content of the Proposed Special Events Agreement is acceptable, and that the funding therefor is available and included as part of the applicable annual fiscal year budget of the District; and
- C. The Proposed Special Events Agreement has been presented to District Counsel, who shall review the legal form of the Proposed Special Events Agreement and make any changes or recommendations he or she recommends with the approval of the District Manager; and

- D. The Proposed Special Events Agreement is for a single event, is not for continuing services, and has a cost to the District that does not exceed \$10,000.00 per agreement (inclusive of any amendments); and
- E. The scope of services of the Proposed Special Events Agreement shall not be divided or separated into two or more agreement instruments in order to reduce the cost to the District of a particular agreement to an amount that is less than the threshold amount set forth above in Section 2.D or in order to circumvent the requirements of this Resolution, the District Rules of Procedure, or other bidding or procurements requirements or regulations that the District is subject to pursuant to Florida law; and
- F. For any amendments to a Special Events Agreement executed in accordance with this Resolution, such amendment shall be prepared by or in a form approved by District Counsel, shall otherwise satisfy other applicable conditions of this Resolution, and shall remain under the threshold amount set forth in Section 2.D above.

SECTION 3. Food Trucks and Other Vendors at District Special Events. Those vendors that are not paid or otherwise provided any compensation by the District but have been asked or requested to participate and promote their products, materials, etc. (i.e. food trucks, food and/or beverage vendors, crafts, or other items or materials) at a District-sponsored, hosted, or authorized special event on District Property shall be required to execute a Mobile Food Truck/Vendor Indemnification and Hold Harmless in substantially the same form as that which is attached hereto and made a part hereof as Exhibit B (the “Vendor Indemnification”). The District Manager and the Club Manager shall be responsible for insuring that the Vendor Indemnification is completed properly, verifying vendor compliance with the insurance requirements, and accepting each Vendor Indemnification. The District Manager and the Club Manager are each authorized to complete and execute the Property Owner Authorization Affidavit for Mobile Food Truck Permit that is required by the City of Palm Beach Gardens pursuant to Section 78-196 of the City’s Code of Ordinances, which affidavit shall be in the form which is substantially the same as that which is attached hereto and made a part hereof as Exhibit C.

SECTION 4. All Special Event Agreements and amendments thereto entered into by the District and all Vendor Indemnifications accepted by the District pursuant to this Resolution shall be reported to the Board on at least a quarterly basis. No further approval or ratification by the Board shall be required. The failure to report an instrument executed pursuant to this Resolution shall not have the effect, nor shall it be construed, to invalidate or void such an instrument.

SECTION 5. The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution. The District Manager shall be responsible to make sure that the reporting requirements of Section 4 of this Resolution are implemented for each and every instrument executed pursuant to the authority set forth herein.

SECTION 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. 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 8. 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 28th DAY OF April, 2022.**

ATTEST:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Secretary/Assistant Secretary

Name: _____
Chair/Vice-Chair
Board of Supervisors

Exhibit A

Special Events Agreement Form

Checklist for Completing Special Events Independent Contractor Agreement

1. Fill in date of Agreement (top paragraph)
2. Fill in Contractor's name, company and address (top paragraph)
3. Fill in event date (third whereas clause)
4. Fill in amount to be paid, inclusive of all costs, fees, etc (numbered paragraph 2)
5. Sign page 5 in full
6. Attach **Exhibit A** – this should set forth the scope of services for the Contractor, including what equipment he/she is to bring, the hours worked, what time they can set up, etc.
7. Request certificate of insurance – the certificate of insurance should name as Additional Insureds the **Avenir CDD, Vesta Property Services, Special District Services**, as well as its officers, supervisors, employees, agents and staff and have \$1,000,000 in coverage, ideally. This will differ depending on the nature of the individual or company hired. For larger companies, we would expect them to be able to provide this. If it is a small company or an individual and they cannot procure a certificate of insurance, it is OK.

SPECIAL EVENTS INDEPENDENT CONTRACTOR AGREEMENT

THIS SPECIAL EVENTS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made this ____ day of _____, 20__, by and between the **Avenir Community Development District**, a local unit of special-purpose government established and existing under Chapter 190, Florida Statutes, with an address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”) and _____, a _____, with _____ an _____ address _____ of _____ (the “Contractor”).

RECITALS

WHEREAS, the Avenir Community Development District owns certain property within the boundaries of the District, located in Palm Beach Gardens, Florida, including an amenity facility, pool complex and surrounding areas (collectively, the “Property”); and

WHEREAS, the District hosts a number of special events on the Property and desires to enter into an agreement with an independent contractor to provide entertainment based services for such a special event; and

WHEREAS, Contractor desires to provide such services to the District on the Property for an event that will take place on _____, 20__ (the “Event”); and

WHEREAS, the District desires to hire the Contractor to perform the services for the Event, which services are outlined in **Exhibit A** attached hereto and incorporated herein by reference, and desires to grant Contractor a limited, non-exclusive right to enter upon the Property for the Event; and

WHEREAS, Contractor acknowledges and appreciates the risks of coming on the Property; and agrees that Contractor, its employees, agents, subcontractors, invitees, and all persons under Contractor’s direction and control, as well as any other person on the Property at the direction of Contractor (collectively, the “Invitees”) shall at all times exercise due care for their own personal safety and the safety of other employees, agents, subcontractors, attendees and/or Invitees on the Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. CONTRACTOR’S OBLIGATION. The Contractor shall provide the services attached hereto as **Exhibit A**. Contractor shall perform such services for a onetime charge of

\$ _____, inclusive of all costs and fees. Contractor shall provide all labor, materials, and equipment necessary for such services unless otherwise specified on **Exhibit A**.

3. BILLING AND PAYMENT. Contractor shall invoice the District after successful completion of the services provided pursuant to the terms of this Agreement. The District shall provide payment within thirty (30) days of receipt of the invoice.

4. GRANT OF ACCESS AND CARE OF THE PROPERTY. The District hereby grants Contractor a non-exclusive right to come upon the Property on the date of the Event and to provide the services set forth in **Exhibit A**. At the conclusion of the event, Contractor shall remove and properly dispose of any debris, garbage or trash generated by Contractor. Contractor shall use all due care to protect the property of the District, including the Property, as well as the property of the residents and landowners within the District from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work, at Contractor's sole expense, within twenty-four (24) hours.

5. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. Contractor acknowledges and commits that all the employees of the Contractor who will be working each Event have undergone background screening and sexual offender/predator checks as required by applicable Florida Statutes. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, or employees in the provision of such services, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to the provision of such services, or fails to comply with any requirement of such governmental body or agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

6. INSURANCE. At the time of execution of this Agreement, the Contractor shall file with the District certificates of insurance, in the forms and amounts acceptable to the District.

7. INDEPENDENT CONTRACTOR. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. Nothing in this Agreement shall be construed or interpreted to create the relationship of employer and employee between the parties hereto. Neither Contractor nor employees of Contractor shall be entitled to any benefits, including but not limited to health and dental insurance, wellness, pension, or workers' compensation accorded District employees by virtue of the services provided under this Agreement. The District shall not be responsible for withholding or otherwise deducting federal income tax or social security, or otherwise assuming the duties of an employer with respect to Contractor or any employee of Contractor.

8. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, agents and employees from any and all liability, claims, actions, suits

or demands by any person, corporation or other entity for injuries, death, property damage or other damage of any nature, arising out of, or in connection with, the services to be performed by Contractor. District shall not be liable to Contractor, its agents or employees, for any damages, losses or injuries to Contractor's, or any of its agent's or employee's person or property which are consequent upon or arising from District's ownership of the Property or consequent upon Contractor's occupancy of the Property or performance of this Agreement, or whether such damages, losses or injuries are caused by acts of negligence, whether active or passive.

9. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party in such action shall be entitled to recover all fees and costs incurred, including, but not limited to, reasonable attorneys' fees incurred prior to and during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. 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.

13. CANCELLATION. The District shall have the right to cancel this Agreement at any time prior to commencement of the services with no money due and owing to the Contractor whatsoever. To the extent possible, the District will provide written notice of such cancellation. Contractor shall have the right to cancel this Agreement upon sixty (60) days' written notice to the District.

14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

15. 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.

16. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly

authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

18. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.

19. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Palm Beach County, Florida.

20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

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 contract 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, 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
EMAIL: FWARE@SDSINC.ORG**

21. SOVEREIGN IMMUNITY. Contractor agrees that nothing in this Agreement shall constitute or be construed as a waiver of the protections, immunities, and limitations on liability afforded the District pursuant to Section 768.28, Florida Statutes, the doctrine of sovereign immunity, or other statutes or law.

22. 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 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.

23. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather, shall be enforced to the extent permitted by law.

24. EFFECTIVE DATE AND TERM. This Agreement shall be in effect for the Event date only, unless cancelled earlier by either party in accordance with the provisions of this Agreement.

25. CONFLICT. To the extent that the terms described in **Exhibit A** conflict with the terms of this Agreement, the terms herein shall control.

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

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Print Name, Title:

Signature

Date

Contractor Name

Print Name, Title:

Signature

Date

Exhibit A: Scope of Services

Exhibit B

Vendor Indemnification

AVENIR COMMUNITY DEVELOPMENT DISTRICT
Mobile Food Truck/Vendor Indemnification and Hold Harmless

VENDOR NAME ("Vendor"): _____

VENDOR ADDRESS: _____

PHONE NUMBER(S): _____ EMAIL: _____

VEHICLE OWNER NAME (if different from Vendor): _____

VENDOR'S DRIVER'S LICENSE NUMBER: _____

MOBILE VENDING TRUCK VEHICLE LICENSE NUMBER: _____

CITY OF PALM BEACH GARDENS PERMIT NUMBER: _____

EVENT LOCATION WITHIN AVENIR CDD: _____

DATE OF EVENT: _____

WAIVER, INDEMNITY AND HOLD HARMLESS:

Vendor has agreed to participate in an event within the Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "CDD"). In consideration for being allowed to participate in the above event, Contractor acknowledges and agrees to the following:

1. Insurance. At no cost to CDD, Vendor shall maintain Comprehensive General Liability Insurance with minimum combined single limits of at least One Million (\$1,000,000.00) Dollars and Automobile Liability Insurance with combined single limits of at least Five Hundred Thousand (\$500,000.00) Dollars covering all claims arising directly or indirectly arising out of Vendor's participation in the event described herein and this Indemnification and Hold Harmless. Vendor shall also maintain Workers' Compensation Insurance as required by Florida law. The CDD shall be named as an Additional Insured or an Additional Named Insured on the Certificate of Insurance. The Certificate of Contractor shall file all required Certificates of Insurance with the Club Manager at the CDD Clubhouse at least twenty-four (24) hours prior to the scheduled event.

2. Indemnification. Vendor shall indemnify and hold CDD harmless from any and all claims, demands, damages, liabilities, losses and expenses (including reasonable attorney's fees incurred in the defense of any such claims, demands, etc.) which may arise or be claimed against CDD for any injuries or damages to the person or property of any person, firm, or corporation, consequent upon, or arising from, the participation in the event by Vendor, its agents or employees, or consequent upon or arising from Vendor's (or any of its agent's or employee's) negligent acts or omissions or failure to comply with any other of the applicable laws, statutes, ordinances or regulations. CDD shall not be liable to Vendor, its agents or employees, for any damages, losses or injuries to Vendor's, or any of its agent's or employee's person or property which are consequent upon or arising from CDD's ownership of the Avenir Club, the road rights-of-way, or any other property or facilities within the boundaries of the CDD or consequent upon Vendor's occupancy or use of the same in connection with the above event and the permissions granted herein, or whether such damages, losses or injuries are caused by acts of negligence, whether active or passive. Vendor understands and agrees that the CDD is not responsible for any personal property of the vendor, lost, stolen, or damaged in connection with the event.

3. Permits and Licenses Required. Vendor shall comply with all applicable federal, state, and

local laws, ordinances, and regulations relating to mobile vending or sales, including, but not limited to, Palm Beach County health and fire codes, licensing requirements, and restrictions, and Section 78-196 of the Code of Ordinances of the City of Palm Beach Gardens and the Standard Operating Procedures of the City of Palm Beach Gardens relating to the operation and sale of food from mobile food trucks. Vendor shall furnish sufficient evidence of its compliance with applicable law, ordinances, and regulations upon the request of the CDD. Vendor shall be responsible for the collection, reporting, and payment of all Florida sales tax related to any products sold by Vendor at the event.

4. Miscellaneous. Vendor shall arrive at the event location in sufficient time to be fully set up and ready to serve customers at least thirty (30) minutes prior to the start of the event, and shall remain open and serving customers until the end of the event. Vendor shall be equipped to accept cash and credit card for purchases. All signage, banners, and other advertising of Vendor shall be located within the assigned booth or event space for Vendor. Vendor shall be responsible for the safety and security of Vendor's own property and equipment at all times. Vendor assumes all risk of loss or damage to its property, regardless of cause. The CDD is not responsible for any property of Vendor that is lost, stolen or damaged. Vendor is responsible for providing all equipment needed to provide the mobile services at any event. Vendor shall provide for all of its required electrical needs. Vendor shall maintain an approved fire extinguisher and First Aid kit at all times. Vendor shall complete all cleanup at the end of the event, leaving the designated space in the same condition or better than such space was when Vendor arrived. Vendor shall leave the event location within one (1) hour after conclusion of the event.

VENDOR NAME: _____

Vendor Authorized Signature: _____

Printed name, title of Signer: _____

Date: _____

Received and accepted by the CDD:

District Manager/Club Manager (circle one)

Printed name: _____

Date: _____

Exhibit C

Property Owner Authorization (City)



Property Owner Authorization Affidavit for Mobile Food Truck Permit

I/We, _____, being the owner of the
Property Owner Name

property located at _____, Palm Beach Gardens,
Property Address of Proposed Mobile Food Truck Site

Florida, hereby authorize _____ ("hereinafter Vendor")
Mobile Food Truck Vendor Name

to engage in Mobile Food Truck Service on my property as listed above. As the property owner, I/we hereby acknowledge that:

1. I/We have read and I/we understand the requirements of Section 78-196 of the Code of Ordinances of the City of Palm Beach Gardens regarding the Operation and Sale of food from Mobile Food Trucks.
2. I/We will require and, to the best of my/our ability, ensure that Vendor meets all applicable laws, ordinances, rules and codes including, but not limited to, permitting requirements regarding his or her specific business.
3. I/We understand that I/we will be held responsible, along with Vendor, for any violations of the Code of Ordinances of the City of Palm Beach Gardens.

By signing this Affidavit on this _____ day of 20_____, I hereby acknowledge that the statements contained herein are true and correct to the best of my knowledge.

Property Owner Signature

Print Name of Property Owner

Mailing Address/ Phone Number

STATE OF _____, COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public Signature

Print Notary Name

(Affix Notary Seal Above)

CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698

www.pbgfl.com



Project Request

Date: 3/16/2022

Project: Refresh the clubhouse landscaping – Various Areas

What is being proposed? The installation of the first summer flower rotation. Coleus will be used first. Then, if these begin to do poorly mid-way into summer, they will be switched to Pentas

Why is it needed? To improve the overall appearance of the clubhouse landscaping

Scope of work: Removal of existing annual flowers in the beds surrounding the large palms on the clubhouse property, around the “Clubhouse” entry sign, and around the walkway and main entryway into the building.

Cost of Proposals: Total cost, including labor, is \$2,938.00

Is the expense one time or ongoing? This expense will be ongoing, and seasonal, as flowers and beds will need to be rotated accordingly to maximize the aesthetics of the clubhouse with in-season flower selection.

Approved By: _____

Date: _____





Complete Property Maintenance
4101 Vinkemulder Rd.
Coconut Creek, FL 33073

Office: (954) 973-3333 | Fax: (954) 979-1424

"Beautifying South Florida Since 1977"

Landscape Proposal

Avenir- Clubhouse c/o Vista Property Services	Customer Phone		Date	Proposal #
			2/24/2022	38502
	TB	CPM Rep	RE:	
	dm	JO	See Below	

Description	Quantity	Cost	Proposal Total
* LOCATION OF SERVICE: CLUBHOUSE			
ANNUAL BEDS - BULLNOSE *			
'Ruby Red' Coleus - 4"	150	2.15	322.50
Cubic Yard of Potting Soil	0.5	125.00	62.50
Bags of Composted Cow Manure	5	15.00	75.00
Bags of Mulch	4	5.25	21.00
* LOCATION OF SERVICE: ROYAL PALM ISLANDS ANNUAL CIRCLES - (9) PALMS - (70) EACH PALM *			
'Ruby Red' Coleus - 4"	630	2.15	1,354.50
Cubic Yard of Potting Soil	1	125.00	125.00
Bags of Composted Cow Manure	5	15.00	75.00
Bags of Mulch	18	5.25	94.50
* LOCATION OF SERVICE: CLUBHOUSE ENTRANCE *			
'Ruby Red' Coleus - 4"	120	2.15	258.00
Cubic Yard of Potting Soil	1	115.00	115.00
Bags of Composted Cow Manure	4	15.00	60.00
Labor - Enhancement	3	125.00	375.00
PLEASE NOTE: This proposal is only an estimate. Your final invoice will be for actual time and materials. Prices are subject to change after 30 days. Proposals must be signed and dated before work can begin.			
OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.		Proposal Total	

Signature _____

This Proposal may be withdrawn by CPM if not accepted within 30 days. The above prices, specifications and conditions are satisfactory and hereby accepted. We are authorized to do work as specified. Payment will be made according to Terms. Please do not make your payment from this proposal.



Complete Property Maintenance
4101 Vinkemulder Rd.
Coconut Creek, FL 33073

Office: (954) 973-3333 | Fax: (954) 979-1424

"Beautifying South Florida Since 1977"

Landscape Proposal

Avenir- Clubhouse c/o Vista Property Services	Customer Phone		Date	Proposal #
			2/24/2022	38502
	TB	CPM Rep	RE:	
	dm	JO	See Below	
Description	Quantity	Cost	Proposal Total	
(1) PLEASE NOTE: CPM WILL CALL "SUNSHINE STATE ONE" FOR LINE LOCATION. THIS IS CPM'S RESPONSIBILITY. SUNSHINE STATE ONE USUALLY MARKS: COMCAST, FP&L, AT&T DISTRIBUTION, WATER & SEWER & FIBER OPTICS. ALL OTHER PRIVATE LINES (EX. PROPANE/GAS LINES, ETC.) ARE NOT CPM'S RESPONSIBILITY. A PRIVATE LINE LOCATOR MUST BE HIRED BY THE CUSTOMER CPM IS PERFORMING THE WORK FOR. PLEASE NOTIFY US IF YOU ARE GOING TO PROVIDE THIS SERVICE BEFORE CPM BEGINS WORK. (2) ANY ELECTRIC THAT PERTAINS TO SPOTLIGHTS OR ANY LIGHTING THAT WILL BE REMOVED MUST BE COMPLETED BEFORE WORK CAN BEGIN. ELECTRIC LINES MUST BE MARKED. SUNSHINE STATE DOES NOT PROVIDE THIS SERVICE. (3) UTILITY ADDENDUM MUST BE SIGNED BEFORE WORK CAN BEGIN. (4) NEW IRRIGATION MUST BE IMPLEMENTED TO CONFORM WITH NEW LANDSCAPE DESIGN. (5) CPM DOES PROVIDE LANDSCAPE LIGHTING				
OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.			Proposal Total	

Signature _____

This Proposal may be withdrawn by CPM if not accepted within 30 days. The above prices, specifications and conditions are satisfactory and hereby accepted. We are authorized to do work as specified. Payment will be made according to Terms. Please do not make your payment from this proposal.



Complete Property Maintenance
4101 Vinkemulder Rd.
Coconut Creek, FL 33073

Office: (954) 973-3333 | Fax: (954) 979-1424

"Beautifying South Florida Since 1977"

Landscape Proposal

Avenir- Clubhouse c/o Vista Property Services	Customer Phone		Date	Proposal #
			2/24/2022	38502
	TB	CPM Rep	RE:	
	dm	JO	See Below	
Description	Quantity	Cost	Proposal Total	
SERVICE IF NEEDED. (6) CPM CAN NOT BE RESPONSIBLE FOR IGUANA DAMAGE TO ANNUAL FLOWERING PLANTS AND/OR PERENNIAL ORNAMENTAL PLANTS.				
OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.		Proposal Total \$2,938.00		

Signature _____

This Proposal may be withdrawn by CPM if not accepted within 30 days. The above prices, specifications and conditions are satisfactory and hereby accepted. We are authorized to do work as specified. Payment will be made according to Terms. Please do not make your payment from this proposal.

SMALL PROJECT AGREEMENT

(Avenir Clubhouse Telephone and Gym Access Control)

THIS SMALL PROJECT AGREEMENT is made and entered into this 6th day of April, 2022, by and between:

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

and

DEFINITIVE ELECTRONIC SOLUTIONS, INC., a Florida corporation, whose address is 1097 Jupiter Park Lane, Suite 3, Jupiter, Florida 33458 (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 have installed a new IP based telephone system, including three wired telephones and one wireless telephone, and an access control system for the gym (collectively, the "Project"), which Project is to be performed to improve the Avenir Clubhouse located within the District at 12255 Avenir Drive, Palm Beach Gardens, Florida (the "Clubhouse"); and

WHEREAS the Project is more particularly described in Contractor's proposal for Project #: DE-7055, attached hereto and made a part hereof as Exhibit A (the "Proposal"); and

WHEREAS, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor authorizing completion of the Project as specified and in accordance with this Agreement; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform and complete the Project.

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 (the Proposal), as such exhibits have been modified and are specifically agreed to by the parties, as modified and which are attached hereto and incorporated herein.

B. The Project shall be performed at the Clubhouse in accordance with this Agreement and the Proposal.

C. 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.

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

E. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds, maintenance of traffic, and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, in the Proposal.

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

F. Contractor shall perform all the work and labor pursuant to this Agreement and as necessary to complete the Project.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, rights-of-way, alleys, parkways, swales, facilities, clubhouse amenity center (the Clubhouse), stormwater management areas, and adjacent property in connection with the Project and Contractor's performance of this Agreement.

H. Contractor will be held and shall be 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. With respect to securing the building and other permits associated with the Project, Contractor shall submit, and follow up on through issuance, all necessary permit applications associated with the Project. District agrees to work with Contractor and to timely provide to Contractor, upon request, with all information and required signatures required to such permit applications. Permit fees are the responsibility of the District, at cost.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor for the Project in the total amount of **TEN THOUSAND SEVEN HUNDRED EIGHTY AND 00/100 (\$10,780.00) DOLLARS** (the "Contract Amount") in accordance herewith. Payment of the Final Payment of the Contract Amount will be made upon completion of the work necessary to complete the Project, all work under the Project has been performed, and after the Project has passed final inspection by the District and any other applicable permitting agencies. Payment for any Additional Costs or Extra Work associated with the construction and installation of the Project shall be made upon completion of such additional work and upon District's receipt and review of sufficient supporting documentation for such items, provided such Additional Work has first been authorized in writing by the District or the District Manager of the District. Invoices shall be generated from the Contractor, addressed to the District, and delivered to the District so that payments can be made in accordance with the agreed upon payment schedule as set forth in the Proposal.

With each invoice the Contractor shall submit conditional waivers and releases of lien from itself and its sub-contractors identifying the portion of the invoice that correspond to each. The District will issue joint checks payable to the Contractor and any subcontractor(s) for the portion(s) of the invoice(s) that correspond to the subcontractor(s), if necessary and appropriate in the determination of the District.

SECTION 4. EXAMINATION OF SITE. The Contractor agrees that it 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, the Clubhouse, its electric facilities, 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. The 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, further that 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 relating to the use of Contractor's funds provided for herein. The 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 OF PERFORMANCE.

A. This Agreement shall commence upon signature and shall continue until the scope of work for the Project as described in this Agreement is completed. The Project shall be completed in an expeditious and regular manner, without interruption, to limit the inconvenience to the residents of Avenir and the general public utilizing the District's facilities and improvements. Upon execution of this Agreement, the Project shall be substantially completed ("Substantial Completion") in accordance with the installation schedule set forth in the Proposal but no later than thirty (30) days after the date which permits for the Project are ready for pick-up from the City of Palm Beach Gardens.

B. The Contractor shall pay the sum of ONE HUNDRED DOLLARS (\$100.00) per day for each and every calendar day of delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Project. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the District, estimated at or before the time of executing this Agreement. When the District reasonably believes that Substantial Completion will be delayed, the District shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the District to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the District has withheld payment, the District shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless the District and its officials, agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Contractor, its agents, servants, or employees in the performance of services under this Agreement.

B. Contractor shall indemnify, defend, and save harmless District and its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

C. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 12 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations of liability afforded a governmental entity pursuant to Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

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. The District shall also have the right to cancel this Agreement at no cost or expense whatsoever to District (1) for convenience at anytime prior to the issuance of a permit for the Project by the governing authority and (2) 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 to cure the non-compliance.

SECTION 11. DEFECTIVE WORK; WARRANTY.

A. In addition to those warranties expressly stated in the Proposal, the Contractor further warrants its work against defects in materials or workmanship for a period of one (1) year from final acceptance by District, and further agrees to assign any and all applicable manufacturer's warranties to the 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. To the extent any Contractor's or manufacturer's warranty, if any, is greater than that which is provided for in this Section 11, the longer warranty shall prevail.

B. Within ten (10) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs, which the Contractor has filed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under this Agreement. Failure or refusal on part of the

Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him. Any special work performed as described herein, shall not relieve the Contractor in any way from his responsibility for the Project, or portions thereof, performed by him.

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.

- (i) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/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.

- (ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 1. Premises and Operations;
- 2. Independent Contractors;
- 3. Product and Completed Operations Liability;
- 4. Broad Form Property Damage; and
- 5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

- (iii) Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

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

B. Prior to any work being performed pursuant to 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 the Contractor.

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 contract and extension there under is in effect. District and Contractor shall not continue to complete the Project required by this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect 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 same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 14. REMEDY 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 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 by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

DISTRICT: **Avenir Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis Lyles, Esq.

CONTRACTOR: **Definitive Electronic Solutions, Inc.**
1097 Jupiter Park Lane, Suite 3
Jupiter, Florida 33458
Attention: 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 PM (at the place of

delivery) or on a non-business day, shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 16. 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 CDD 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 CDD 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 CDD 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 CDD 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 CDD 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 CDD 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 17. 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 contract 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
EMAIL: JPIERMAN@SDSINC.ORG**

SECTION 18. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this contract 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 19. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 20. 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 21. 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.

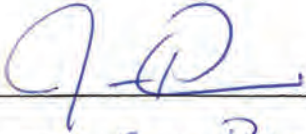
SECTION 22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Contractor shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Project. Ignorance on the part of the Contractor will in no way relieve contractor from responsibility.

SECTION 23. CONFLICTS. In the event of a conflict between any provision(s) of this Agreement and the terms and conditions of Exhibit A, then the terms and conditions of this Agreement shall control, followed by the terms and conditions of Exhibit A in order of precedence.

SECTION 24. ACCEPTANCE OF PROPOSAL. District's acceptance of the Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full.

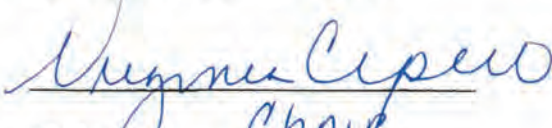
SECTION 25. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Palm Beach County, Florida.

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



Print name: JASON PIERMAN
Secretary/Assistant Secretary

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**



Print name: CHAIR
Chair/Vice-Chair

6 day of April, 2022

WITNESSES:

[PRINT NAME OF WITNESS]

[PRINT NAME OF WITNESS]

CONTRACTOR:

**DEFINITIVE ELECTRONIC
SOLUTIONS, INC.**, a Florida corporation

By: 

Print name: Dillon Warzala

Title: COO

6th day of April, 2022

EXHIBIT A

PROPOSAL

Avenir Club House Phones

Project Address:

Project #: DE-7055



definitive
electronics

Address: 1097 Jupiter Park Lane Suite 3
Jupiter, FL. 33458

Phone: 561.748.3564

Fax: 561.748.3565

Website: <http://www.definitiveelectronics.com>

License #: ES12001836

Scope Of Work

This proposal includes the installation of a new phone system to be connected to existing wire. This system is an IP based phone system to include 3 wired and 1 wireless phone.

This proposal includes the addition of 1 zone of access control in the gym. This will require cutting drywall in order to run wires. DES is not responsible for drywall repair. All drywall repair is by other.

Avenir Club House Phones**Proposal**

Description

Qty

Office**TELEPHONE SYSTEM****Des GRANDSTREAM PHONE SYSTEM**

1

\$3,632.21

Grandstream Unified Communications Solutions
3 - Wired IP Phones 4.3" Color Display
1- WIFI Cordless IP Phone
Includes accessories, installation, and programming

Office Total:**\$3,632.21****Gym****ACCESS CONTROL****Des ACCESS CONTROL**

1

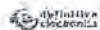
\$5,944.60

Add additional controlled access zone to the gym. Includes wire, controller, reader, request to exit, mag lock, installation, and programming

Gym Total:**\$5,944.60****Avenir Clubhouse****ENGINEERING AND PROJECT MANAGEMENT****Des LABOR: PROJECT MANAGEMENT***

1

\$498.00



This includes supervision of the proposed scope of work from pre-wire to final program testing, the scheduling of all phases for timely completion and coordination with the other trades during all phases to ensure a smooth installation process.

Avenir Clubhouse Total:**\$498.00****Project Subtotal:****\$10,074.81**

Contract Information**Proposal and Scope of Work:**

The overall description of your project is listed in the attached "Proposal". The Proposal lists the product, labor and locations for the systems to be installed. The "Scope of Work" document further specifies the proposed functionality, conditions of the project as well as the Contractor's job-site protocol.

If job is a retro-fit/remodel in nature on an existing structure, and Scope of Work exceeds time estimated to complete because of unforeseen circumstances, Client agrees that he/she will be back-charged at a rate of \$97.50 per person, per hour for all extra labor involved in completing the job.

Work not covered by the proposal and contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the Proposal. Definitive Electronics is not responsible for any underground trenching, core drilling, laying, or supplying of conduit for wiring.

Documentation:

All drawings and documentation are contingent on retainer. Since preparing a proposal requires system design & engineering by a professional Systems Integrator, only the general budget of the project will be prepared without a retainer. A Design Retainer of 5%, will provide up to three designs and proposals. Drawings shall include a Block Diagram, Equipment rack/cabinet Elevations, Plan View with general device location. The design and proposal provided is for the sole use of the Client and may not be distributed or copied without written permission from the Contractor. The retainer covers design & engineering time and is non-refundable.

Changes to the Contract:

The Client or Client's representative may request changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the Client, or their authorized representative. The contractor shall provide the Client in writing the amount of additional costs or cost reductions which will include a \$100 administration fee. Equipment which has already been received will be subject to a 20% restocking fee. Special orders including color and design options are not refundable. Unless otherwise agreed, the Additional Work Request will be delivered within 15 working days. Additional Work Requests shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule.

Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval.

Travel to and from the Job-site: Travel is included in the Proposal total and is calculated according to the distance to the job-site and the number of trips required to complete each installation phase. To avoid additional travel costs we ask that the project be ready for the full installation of the scheduled phase. If we arrive at the job-site and are unable to complete our work due to the readiness of the job-site and additional trips are required, a fee of \$150.00 will be charged to cover the additional travel expenses for each additional trip incurred.

Freight:

Standard freight is included in the total of the equipment listed in the Proposal. Additional freight required to expedite your delivery will be billed separately.

International Job Site Expenses:

All necessary rough wiring labor to be supervised by Definitive Electronics but to be performed by a local licensed electrical contractor.

The prices included in this quote do not include reimbursable expenses such as: Airport costs to and from installers houses, airport parking, air fare, food allowances, hotel, taxis, rental car, luggage or luggage fees, visa fees, work permits and related building permit fees, port of entry and duty/customs fees, product shipping charges to the job site, miscellaneous expenses as may be needed. All Receipts available for review upon request.

Training:

Training of your systems will be provided during the Final phase installation. Additionally two hours of follow-up training have been included in your proposal to be provided within 60 days after Substantial Completion.

Programming:

Project programming allows for 1 startup program, 2 client revisions, 1 Night time walk thru. Anything additional will be billed at normal programming rates.

Description

Qty

Warranties

Contractor warranties the parts and labor involved in your installation as outlined in the Proposal for a period of **one year**. Equipment Warranties will be provided in the Owner's Manual. Service calls provided for Equipment under warranty will be billed at our preferred customer rate. **Warranty on programming is Void if program is modified by others. Labor provided to install Owner Furnished Equipment is exempt from all warranties.**

Permitting:

All permits and related permits fees are not included in this proposal and will be billed to client separately as necessary based on local city requirements.

Progress Payments:

Progress payments are a percentage of the Proposal total and are based on the funds necessary to perform the work according to the construction schedule. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered. Delays in payment can result in an interruption of your equipment delivery and installation schedule.

Substantial Completion:

Product Delivery Receipts will be provided as proof of delivery for all equipment delivered.

Substantial Completion is the demonstration that all equipment, as listed on the initial Proposal, has been installed and is operational. Upon the completion of the Final phase the Client will be given training and an Owners manual with warranty information. The final payment will be due in full at this time. Payments may not be withheld due to additions or other requested changes to the programming or equipment functionality. Any disputes will be settled independently in good faith between the parties.

Payment Terms:

Payment is due upon receipt of invoice. Contractor shall be entitled to a service charge of 3% per month on the unpaid balance. In the event the unpaid account is turned over for collection, Client shall be responsible for all Contractors' costs, services charges, and expenses (including reasonable attorneys' fees) associated with the collection, in addition to the unpaid balance. If after 60 days client has not paid outstanding balance, Contractor may exercise their Lien rights to secure their interests. Client will be provided with a customary Preliminary Lien notice.

Suspension of Work for non-payment:

If payment has not been received, Client acknowledges that Contractor has the right to suspend work within one day of the written notice of its intent to do so. Contractor will not be liable for any loss or damages suffered resulting from said suspension nor is this act considered to be in breach of the contract.

Installation Schedule by Phase:

The installation of your systems will be performed by phase as follows; Rough-In phase includes the placement of wires, brackets and back boxes; framing, electrical and HVAC contractors must be complete before Rough-in is scheduled. Trim phase includes the termination of equipment panels, wall jacks and covering of open holes; this is commonly required prior to receiving the Certificate of Occupancy. Final phase includes the delivery of equipment; project should be secure prior to delivery.

Please indicate the forecasted start dates for the following;

Project Start Date: _____ Project Completion Date: _____

Rough-In Start date: _____ Trim Start Date: _____ Final Start Date: _____

Your proposed Installation Schedule will be confirmed after receipt of your initial deposit. Please request/confirm the installation dates 7 to 14 days in advance of the start of each phase. Technicians who arrive at the job-site for a confirmed schedule time and who are unable to gain reasonable access or who are unable to perform their work due to the readiness of the job will result in a \$300.00 cancellation charge. To avoid this charge, you may call up to 48 hrs in advance to reschedule.

If Contractor is delayed at any time in the progress of the work by Client Additional Work Requests, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by a minimum of the same amount of the time caused by the delay. Contractor shall not be liable for loss or damage as a result of the delay nor will it be considered in breach of contract.

Insurance, Licenses & Bonds:

Contractor shall purchase and maintain such insurance necessary to protect Client from claims under workers compensation and from any damage to the Client's property resulting from the execution of this contract. Contractor is licensed and bonded to perform the work stated in the state of Florida.)

Dispute Resolution:

The parties hereto agree that all disputes arising between them shall be submitted to and exclusively determined, resolved and adjudicated by arbitration proceedings before the American Arbitration Association, such proceedings to be pursuant to the



Avenir Club House Phones**Proposal**

Description

Qty

Commercial Arbitration Rules, and such arbitration procedures to be held in Contractor's City and State. Intending to be legally bound, the parties hereto have caused this Agreement to be executed as of the date client accepts the Contract and Proposal.

Confidentiality:

1.) Project Information: Contractor will refrain from discussing project details to others not directly related to the project. Contractor agrees not to publish or otherwise disclose to persons outside the project, without specific permission, any proprietary and/or confidential information acquired from Client by him or her as a result of the fulfillment of the Proposal. Client shall designate in writing all information which it considers to be confidential.

2.) Solicitation of Employees: Client agrees not to contract directly with Contractor's employees to provide work outside of this proposal either for work on this project and/or other projects.

Total Contract price includes all applicable discounts, shipping charges, and taxes.

Grand Total:**\$10,780.05****Payment Schedule****Amount Due Date**

Contract Acceptance

\$8,085.04

Prior To Install

\$2,156.01

Final Payment Due Upon Substantial Completion

\$539.00

Contract Acceptance

Your signature denotes approval and acceptance. I (we) understand that there are no verbal agreements between parties of this agreement. Client may cancel this contract within 3 days of acceptance. Cancellation must be provided in writing by the client and delivered to the Contractor before the end of the third business day. This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications are contingent upon agreement and retainer.

Client: ~~Vesta Property Services~~ Avenir CDD

Contractor: Definitive Electronics, Inc.

DATE: _____

DATE: 4/6/2022



Avenir Community Development District

Board Agenda Item

Thursday, April 28, 2022

Item

CH5	Discussion Regarding Regency Prorated Clubhouse Membership Request
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Summary

The District received a request from Regency (Toll) to allow a prorated Clubhouse membership option for their residents, as their clubhouse is scheduled to open this summer.

Avenir Community Development District

Board Agenda Item

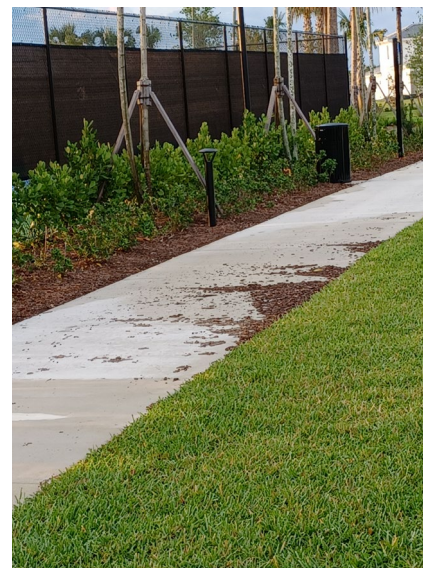
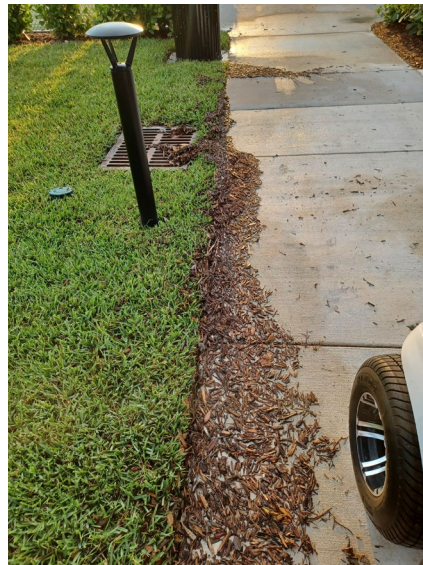
Thursday, April 28, 2022

Item

CH6 Discussion Regarding Mulch at Tennis Courts

Summary

Clubhouse amenity staff has observed that mulch around the tennis courts disperses with heavy rains (pictures below). Staff has obtained proposals from CPM for installing edging to keep the mulch in place (\$13,885) and to replace the mulch with rock (\$47,656).



Avenir Community Development District

Board Agenda Item

Thursday, April 28, 2022

Item

CH7 Consider Award of Contract for Clubhouse Overnight Security

Summary

The District's current security contract with Gardaworld expires on April 30, 2022. In anticipation of this expiration, and with the understanding that the Board wishes to continue providing overnight security services for clubhouse amenities, District staff advertised an RFP for Security Services on March 29, 2022. Responses were due on April 21, 2022. The list of providers who responded is below. Staff will provide a suggested ranking, based on the criteria listed in the RFP, at the Board Meeting for the Board's reference.

- Regions Security
 - Allied Universal
 - Giddens Security
-

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

PCN: 52-41-41-28-01-001-0011 (portion)

_____[Space Above This Line for Recording Data]_____

CORRECTIVE SPECIAL WARRANTY DEED

THIS CORRECTIVE SPECIAL WARRANTY DEED (the "Deed") is made this 5th day of April, 2022, 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 2021 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by appropriate governmental authorities, if any.

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.

NOTE: This Corrective Special Warranty Deed is being recorded to correct errors contained in the legal description in that certain Special Warranty Deed recorded October 13, 2021 in Official Records Book 32950, Page 1580, of the Public Records of Palm Beach County, Florida. This Corrective Special Warranty Deed corrects errors in the following legal descriptions: Spine Road Phase 6 and Parcel A-21 Buffer. All other legal descriptions are unchanged.

[Signature Page to Special Warranty Deed]

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:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Print Name: Isabel Moreira

By: David Serviansky

Name: David Serviansky

Title: Vice President

Print Name: Clara L. Diaz

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of April, 2022, by David Serviansky, Vice President of Avenir Development, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Clara L. Diaz
Notary Public - State of Florida

Notary Stamp/Seal: _____

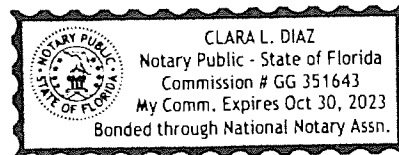


EXHIBIT "A"

LEGAL DESCRIPTION

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

LAKE 1:

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 WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 2672.71 FEET; THENCE, N39° 40' 37" E FOR A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING; THENCE, N50° 19' 23" W FOR A DISTANCE OF 654.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 1095.00 FEET, HAVING AN ARC DISTANCE OF 758.28 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 743.22 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 164.68 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60° 00' 00", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 104.72 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 00' 00" WEST FOR A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24° 45' 56", HAVING A RADIUS OF 290.00 FEET, HAVING AN ARC DISTANCE OF 125.35 FEET, AND WHOSE LONG CHORD BEARS NORTH 42° 22' 58" WEST FOR A DISTANCE OF 124.38 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54° 45' 56", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 95.58 FEET, AND WHOSE LONG CHORD BEARS NORTH 27° 22' 58" WEST FOR A

DISTANCE OF 91.99 FEET; THENCE, NORTH 00° 00' 00" EAST FOR A DISTANCE OF 759.95 FEET; THENCE, NORTH 90° 00' 00" EAST FOR A DISTANCE OF 170.00 FEET; THENCE, SOUTH 00° 00' 00" EAST FOR A DISTANCE OF 560.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 84° 26' 43", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 368.46 FEET, AND WHOSE LONG CHORD BEARS SOUTH 42° 13' 22" EAST FOR A DISTANCE OF 336.01 FEET; THENCE, SOUTH 84° 26' 43" EAST FOR A DISTANCE OF 104.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34° 07' 20", HAVING A RADIUS OF 1265.00 FEET, HAVING AN ARC DISTANCE OF 753.37 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 23' 03" EAST FOR A DISTANCE OF 742.28 FEET; THENCE, SOUTH 50° 19' 23" EAST, A DISTANCE OF 707.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88° 52' 41", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 77.56 FEET, AND WHOSE LONG CHORD BEARS SOUTH 05° 53' 02" EAST FOR A DISTANCE OF 70.01 FEET; THENCE, SOUTH 38° 33' 18" WEST, A DISTANCE OF 15.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 91° 07' 19", HAVING A RADIUS OF 103.00 FEET, HAVING AN ARC DISTANCE OF 163.81 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84° 06' 58" WEST FOR A DISTANCE OF 147.08 FEET TO THE POINT OF BEGINNING.

LAKE 5:

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, LYING IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 2219.35 FEET; THENCE, SOUTH 82° 48' 09" WEST FOR A DISTANCE OF 1734.13 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 03° 16' 32" WEST FOR A DISTANCE OF 44.17 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14° 44' 50", HAVING A RADIUS OF 868.00 FEET, HAVING AN ARC DISTANCE OF 223.41 FEET, AND WHOSE LONG CHORD BEARS SOUTH 10° 38' 57" WEST FOR A DISTANCE OF 222.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07° 18' 42", HAVING A RADIUS OF 1470.00 FEET, HAVING AN ARC DISTANCE OF 187.59 FEET, AND WHOSE LONG

CHORD BEARS NORTH 84° 19' 07" WEST FOR A DISTANCE OF 187.47 FEET; THENCE, NORTH 09° 37' 16" WEST FOR A DISTANCE OF 296.63 FEET; THENCE, NORTH 80° 22' 44" EAST FOR A DISTANCE OF 25.00 FEET; THENCE, NORTH 87° 40' 18" EAST FOR A DISTANCE OF 48.86 FEET; THENCE, SOUTH 79° 18' 03" EAST FOR A DISTANCE OF 202.50 FEET; THENCE, SOUTH 24° 01' 25" EAST FOR A DISTANCE OF 18.10 FEET TO THE POINT OF BEGINNING.

LAKE 6:

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, LYING IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 2219.35 FEET; THENCE, SOUTH 81° 22' 49" WEST FOR A DISTANCE OF 1197.05 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 03° 48' 57" WEST FOR A DISTANCE OF 67.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14° 18' 32", HAVING A RADIUS OF 841.00 FEET, HAVING AN ARC DISTANCE OF 210.03 FEET, AND WHOSE LONG CHORD BEARS SOUTH 10° 58' 13" WEST FOR A DISTANCE OF 209.48 FEET; THENCE, SOUTH 18° 07' 29" WEST FOR A DISTANCE OF 198.11 FEET; THENCE, NORTH 65° 34' 38" WEST FOR A DISTANCE OF 115.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02° 37' 09", HAVING A RADIUS OF 1470.00 FEET, HAVING AN ARC DISTANCE OF 67.20 FEET, AND WHOSE LONG CHORD BEARS NORTH 66° 53' 13" WEST FOR A DISTANCE OF 67.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14° 05' 16", HAVING A RADIUS OF 1187.00 FEET, HAVING AN ARC DISTANCE OF 291.86 FEET, AND WHOSE LONG CHORD BEARS NORTH 10° 19' 11" EAST FOR A DISTANCE OF 291.12 FEET; THENCE, NORTH 03° 16' 32" EAST FOR A DISTANCE OF 70.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72° 26' 50", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 63.22 FEET, AND WHOSE LONG CHORD BEARS NORTH 39° 29' 58" EAST FOR A DISTANCE OF 59.09 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38° 39' 32", HAVING A RADIUS OF 272.00 FEET, HAVING AN ARC DISTANCE OF 183.52 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84° 56' 51" EAST FOR A DISTANCE OF 180.06

FEET TO THE POINT OF BEGINNING.

LAKE 7:

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, LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 2219.35 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 562.41 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 04° 17' 21" EAST FOR A DISTANCE OF 79.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22° 24' 41", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 39.12 FEET, AND WHOSE LONG CHORD BEARS SOUTH 06° 54' 59" WEST FOR A DISTANCE OF 38.87 FEET; THENCE, SOUTH 18° 07' 20" WEST FOR A DISTANCE OF 218.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87° 45' 56", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 76.59 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 00' 18" WEST FOR A DISTANCE OF 69.32 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08° 32' 06", HAVING A RADIUS OF 1608.00 FEET, HAVING AN ARC DISTANCE OF 239.53 FEET, AND WHOSE LONG CHORD BEARS NORTH 69° 50' 41" WEST FOR A DISTANCE OF 239.31 FEET; THENCE, NORTH 65° 34' 38" WEST FOR A DISTANCE OF 19.96 FEET; THENCE, NORTH 04° 19' 53" EAST FOR A DISTANCE OF 23.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 40' 08", HAVING A RADIUS OF 1159.00 FEET, HAVING AN ARC DISTANCE OF 175.36 FEET, AND WHOSE LONG CHORD BEARS NORTH 08° 09' 01" EAST FOR A DISTANCE OF 175.19 FEET; THENCE, NORTH 03° 48' 57" EAST FOR A DISTANCE OF 18.41 FEET; THENCE, NORTH 81° 46' 12" EAST FOR A DISTANCE OF 16.51 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16° 09' 24", HAVING A RADIUS OF 720.00 FEET, HAVING AN ARC DISTANCE OF 203.03 FEET, AND WHOSE LONG CHORD BEARS NORTH 80° 04' 34" EAST FOR A DISTANCE OF 202.36 FEET; THENCE, NORTH 71° 59' 51" EAST FOR A DISTANCE OF 119.39 FEET; THENCE, SOUTH 31° 22' 23" EAST FOR A DISTANCE OF 25.99 FEET TO THE POINT OF BEGINNING.

LAKE 8:

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 WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 1311.30 FEET; THENCE, N39° 40' 37" E FOR A DISTANCE OF 180.00 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 135.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89° 57' 46", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 05° 20' 30" WEST FOR A DISTANCE OF 70.69 FEET; THENCE, NORTH 39° 38' 23" EAST FOR A DISTANCE OF 428.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 38' 23", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 49.81 FEET, AND WHOSE LONG CHORD BEARS NORTH 19° 49' 11" EAST FOR A DISTANCE OF 48.83 FEET; THENCE, NORTH 00° 00' 00" EAST FOR A DISTANCE OF 213.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 53° 17' 06", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 66.96 FEET, AND WHOSE LONG CHORD BEARS NORTH 26° 38' 33" WEST FOR A DISTANCE OF 64.57 FEET; THENCE, NORTH 53° 17' 06" WEST FOR A DISTANCE OF 189.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 37' 28", HAVING A RADIUS OF 438.18 FEET, HAVING AN ARC DISTANCE OF 249.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 34° 37' 34" WEST FOR A DISTANCE OF 246.15 FEET; THENCE, NORTH 18° 18' 49" WEST FOR A DISTANCE OF 75.06 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07° 48' 55", HAVING A RADIUS OF 1335.00 FEET, HAVING AN ARC DISTANCE OF 182.10 FEET, AND WHOSE LONG CHORD BEARS NORTH 75° 35' 38" EAST FOR A

DISTANCE OF 181.96 FEET; THENCE, SOUTH 10° 29' 54" EAST FOR A DISTANCE OF 15.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 74° 44' 33", HAVING A RADIUS OF 360.00 FEET, HAVING AN ARC DISTANCE OF 469.62 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 52' 10" EAST FOR A DISTANCE OF 437.02 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 45' 40", HAVING A RADIUS OF 1008.00 FEET, HAVING AN ARC DISTANCE OF 277.29 FEET, AND WHOSE LONG CHORD BEARS SOUTH 77° 21' 37" EAST FOR A DISTANCE OF 276.41 FEET; THENCE, S22° 50' 39" W FOR A DISTANCE OF 88.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16° 47' 44", HAVING A RADIUS OF 1400.00 FEET, HAVING AN ARC DISTANCE OF 410.39 FEET, AND WHOSE LONG CHORD BEARS SOUTH 31° 14' 31" WEST FOR A DISTANCE OF 408.92 FEET; THENCE, S39°38'23"W, A DISTANCE OF 566.61 FEET TO THE POINT OF BEGINNING.

LAKE 9:

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, LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 1164.74 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 1928.16 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 24° 25' 01" WEST FOR A DISTANCE OF 314.18 FEET; THENCE, SOUTH 48° 26' 49" WEST FOR A DISTANCE OF 47.08 FEET; THENCE, NORTH 50° 19' 23" WEST FOR A DISTANCE OF 239.89 FEET; THENCE, NORTH 67° 25' 48" WEST FOR A DISTANCE OF 15.69 FEET; THENCE, NORTH 50° 21' 37" WEST FOR A DISTANCE OF 15.19 FEET; THENCE, NORTH 39° 38' 23" EAST FOR A DISTANCE OF 296.11 FEET; THENCE, SOUTH 64° 42' 03" EAST FOR A DISTANCE OF 177.27 FEET; THENCE, NORTH 87° 48' 39" EAST FOR A DISTANCE OF 16.91 FEET; THENCE, SOUTH 65° 34' 59" EAST FOR A DISTANCE OF 10.83 FEET TO THE POINT OF BEGINNING.

LAKE 10:

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, LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 1365.12 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 1408.18 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 02° 56' 51" EAST FOR A DISTANCE OF 131.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 118° 14' 48", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 123.83 FEET, AND WHOSE LONG CHORD BEARS SOUTH 56° 10' 33" WEST FOR A DISTANCE OF 102.99 FEET; THENCE, NORTH 64° 42' 03" WEST FOR A DISTANCE OF 337.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 13' 04", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.73 FEET, AND WHOSE LONG CHORD BEARS NORTH 19° 35' 31" WEST FOR A DISTANCE OF 70.84 FEET TO THE POINT OF REVERSE CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02° 40' 21", HAVING A RADIUS OF 1637.00 FEET, HAVING AN ARC DISTANCE OF 76.36 FEET, AND WHOSE LONG CHORD BEARS NORTH 24° 10' 50" EAST FOR A DISTANCE OF 76.35 FEET; THENCE, NORTH 22° 50' 39" EAST FOR A DISTANCE OF 42.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 91° 34' 42", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 79.92 FEET, AND WHOSE LONG CHORD BEARS NORTH 68° 38' 00" EAST FOR A DISTANCE OF 71.68 FEET; THENCE, SOUTH 65° 34' 38" EAST FOR A DISTANCE OF 120.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03° 55' 41", HAVING A RADIUS OF 2392.00 FEET, HAVING AN ARC DISTANCE OF 163.99 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 32' 29" EAST FOR A DISTANCE OF 163.96 FEET TO THE POINT OF REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 66° 33' 29", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 58.08 FEET, AND WHOSE LONG CHORD BEARS SOUTH 36° 13' 35" EAST FOR A DISTANCE OF 54.87 FEET TO THE POINT OF BEGINNING.

LAKE 11:

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, LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM

BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 801.54 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 1587.72 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 02° 56' 51" EAST FOR A DISTANCE OF 420.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 132° 37' 28", HAVING A RADIUS OF 92.00 FEET, HAVING AN ARC DISTANCE OF 212.96 FEET, AND WHOSE LONG CHORD BEARS SOUTH 63° 21' 53" WEST FOR A DISTANCE OF 168.50 FEET; THENCE, NORTH 50° 19' 23" WEST FOR A DISTANCE OF 298.01 FEET; THENCE, NORTH 39° 38' 23" EAST FOR A DISTANCE OF 35.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15° 13' 22", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 79.71 FEET, AND WHOSE LONG CHORD BEARS NORTH 32° 01' 42" EAST FOR A DISTANCE OF 79.47 FEET; THENCE, NORTH 24° 25' 01" EAST FOR A DISTANCE OF 276.77 FEET; THENCE, NORTH 34° 58' 46" EAST FOR A DISTANCE OF 39.88 FEET; THENCE, SOUTH 64° 42' 03" EAST FOR A DISTANCE OF 173.24 FEET TO THE POINT OF BEGINNING.

LAKE 12:

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 WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 14' 28", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 596.42 FEET, AND WHOSE LONG CHORD BEARS SOUTH 70° 44' 13" WEST FOR A DISTANCE OF 589.52 FEET; THENCE, N04° 08' 33" W FOR A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, N04° 08' 33" W FOR A DISTANCE OF 70.11 FEET; THENCE,

N26° 44' 15" E FOR A DISTANCE OF 48.29 FEET TO THE BEGINNING OF
 A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 81° 07' 13",
 HAVING A RADIUS OF 195.00 FEET, HAVING AN ARC DISTANCE OF
 276.08 FEET, AND WHOSE LONG CHORD BEARS NORTH 13° 49' 21"
 WEST FOR A DISTANCE OF 253.06 FEET TO THE POINT OF REVERSE
 CURVE THROUGH A CENTRAL ANGLE OF 67° 39' 16", HAVING A
 RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 118.08 FEET,
 AND WHOSE LONG CHORD BEARS NORTH 20° 33' 20" WEST FOR A
 DISTANCE OF 111.34 FEET TO THE POINT OF REVERSE CURVE
 THROUGH A CENTRAL ANGLE OF 16° 13' 09", HAVING A RADIUS OF
 300.00 FEET, HAVING AN ARC DISTANCE OF 84.92 FEET, AND WHOSE
 LONG CHORD BEARS NORTH 05° 09' 44" EAST FOR A DISTANCE OF
 84.64 FEET; THENCE, N02° 56' 51" W FOR A DISTANCE OF 1079.62 FEET
 TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A
 CENTRAL ANGLE OF 19° 59' 51", HAVING A RADIUS OF 640.00 FEET,
 HAVING AN ARC DISTANCE OF 223.37 FEET, AND WHOSE LONG
 CHORD BEARS NORTH 07° 03' 04" EAST FOR A DISTANCE OF 222.24
 FEET; THENCE, N17° 03' 00" E FOR A DISTANCE OF 33.54 FEET TO THE
 BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A
 CENTRAL ANGLE OF 03° 52' 38", HAVING A RADIUS OF 2070.00 FEET,
 HAVING AN ARC DISTANCE OF 140.08 FEET, AND WHOSE LONG
 CHORD BEARS SOUTH 79° 19' 18" EAST FOR A DISTANCE OF 140.05
 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL
 ANGLE OF 80° 38' 34", HAVING A RADIUS OF 50.00 FEET, HAVING AN
 ARC DISTANCE OF 70.37 FEET, AND WHOSE LONG CHORD BEARS
 SOUTH 40° 56' 21" EAST FOR A DISTANCE OF 64.71 FEET; THENCE, S00°
 37' 04" E FOR A DISTANCE OF 148.79 FEET TO THE BEGINNING OF A
 CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 28' 11",
 HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF
 18.17 FEET, AND WHOSE LONG CHORD BEARS SOUTH 01° 07' 02" WEST
 FOR A DISTANCE OF 18.16 FEET; THENCE, S02° 51' 07" W FOR A
 DISTANCE OF 110.35 FEET TO THE BEGINNING OF A CURVE TO THE
 LEFT THROUGH A CENTRAL ANGLE OF 05° 47' 58", HAVING A RADIUS
 OF 100.00 FEET, HAVING AN ARC DISTANCE OF 10.12 FEET, AND
 WHOSE LONG CHORD BEARS SOUTH 00° 02' 52" EAST FOR A
 DISTANCE OF 10.12 FEET; THENCE, S02° 56' 51" E FOR A DISTANCE OF
 993.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH
 A CENTRAL ANGLE OF 31° 29' 26", HAVING A RADIUS OF 450.00 FEET,
 HAVING AN ARC DISTANCE OF 247.33 FEET, AND WHOSE LONG
 CHORD BEARS SOUTH 18° 41' 34" EAST FOR A DISTANCE OF 244.22
 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL
 ANGLE OF 11° 51' 51", HAVING A RADIUS OF 300.00 FEET, HAVING AN
 ARC DISTANCE OF 62.12 FEET, AND WHOSE LONG CHORD BEARS
 SOUTH 28° 30' 21" EAST FOR A DISTANCE OF 62.01 FEET; THENCE, S22°
 34' 26" E FOR A DISTANCE OF 176.42 FEET TO THE BEGINNING OF A
 NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE
 OF 19° 15' 28", HAVING A RADIUS OF 950.00 FEET, HAVING AN ARC

DISTANCE OF 319.31 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 13' 43" WEST FOR A DISTANCE OF 317.81 FEET TO THE POINT OF BEGINNING.

LAKE 13:

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, 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 SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 956.44 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 1018.48 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 63° 49' 16", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 55.69 FEET, AND WHOSE LONG CHORD BEARS SOUTH 11° 23' 22" WEST FOR A DISTANCE OF 52.86 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 24° 11' 49", HAVING A RADIUS OF 290.00 FEET, HAVING AN ARC DISTANCE OF 122.47 FEET, AND WHOSE LONG CHORD BEARS SOUTH 31° 12' 05" WEST FOR A DISTANCE OF 121.56 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 77° 34' 58", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 135.41 FEET, AND WHOSE LONG CHORD BEARS SOUTH 57° 53' 39" WEST FOR A DISTANCE OF 125.30 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 78° 59' 10", HAVING A RADIUS OF 80.00 FEET, HAVING AN ARC DISTANCE OF 110.29 FEET, AND WHOSE LONG CHORD BEARS SOUTH 57° 11' 33" WEST FOR A DISTANCE OF 101.76 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 51° 46' 46", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 90.37 FEET, AND WHOSE LONG CHORD BEARS SOUTH 43° 35' 21" WEST FOR A DISTANCE OF 87.33 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 192.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 13' 09", HAVING A RADIUS OF 1600.00 FEET, HAVING AN ARC DISTANCE OF 173.68 FEET, AND WHOSE LONG CHORD BEARS SOUTH 66° 22' 09" WEST FOR A DISTANCE OF 173.59 FEET; THENCE, NORTH 29° 55' 31" WEST FOR A DISTANCE OF 134.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22° 43' 28", HAVING A RADIUS OF 100.00 FEET,

HAVING AN ARC DISTANCE OF 39.66 FEET, AND WHOSE LONG CHORD BEARS NORTH 41° 17' 14" WEST FOR A DISTANCE OF 39.40 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36° 37' 25", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 191.76 FEET, AND WHOSE LONG CHORD BEARS NORTH 34° 20' 16" WEST FOR A DISTANCE OF 188.51 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 104° 52' 17", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 91.52 FEET, AND WHOSE LONG CHORD BEARS NORTH 36° 24' 35" EAST FOR A DISTANCE OF 79.27 FEET; THENCE, NORTH 88° 50' 43" EAST FOR A DISTANCE OF 194.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25° 11' 35", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 87.94 FEET, AND WHOSE LONG CHORD BEARS SOUTH 78° 33' 29" EAST FOR A DISTANCE OF 87.23 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 20° 41' 33", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 54.17 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 18' 28" EAST FOR A DISTANCE OF 53.88 FEET; THENCE, SOUTH 86° 39' 15" EAST FOR A DISTANCE OF 32.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 192° 38' 12", HAVING A RADIUS OF 195.00 FEET, HAVING AN ARC DISTANCE OF 655.62 FEET, AND WHOSE LONG CHORD BEARS NORTH 02° 58' 21" WEST FOR A DISTANCE OF 387.63 FEET; THENCE, SOUTH 80° 42' 33" WEST FOR A DISTANCE OF 74.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14° 30' 45", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 37.99 FEET, AND WHOSE LONG CHORD BEARS SOUTH 73° 27' 11" WEST FOR A DISTANCE OF 37.89 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 22° 38' 55", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 79.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 77° 31' 16" WEST FOR A DISTANCE OF 78.55 FEET; THENCE, SOUTH 88° 50' 43" WEST FOR A DISTANCE OF 212.45 FEET; THENCE, NORTH 03° 38' 37" WEST FOR A DISTANCE OF 238.92 FEET; THENCE, NORTH 87° 03' 09" EAST FOR A DISTANCE OF 86.48 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39° 09' 30", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 68.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 73° 22' 06" EAST FOR A DISTANCE OF 67.02 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 27° 54' 45", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 48.72 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 44' 44" EAST FOR A DISTANCE OF 48.24 FEET; THENCE, SOUTH 81° 42' 06" EAST FOR A DISTANCE OF 22.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 218° 18' 02", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 762.01 FEET, AND WHOSE LONG CHORD BEARS NORTH

10° 51' 07" WEST FOR A DISTANCE OF 377.86 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 27° 03' 17", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 47.22 FEET, AND WHOSE LONG CHORD BEARS SOUTH 73° 31' 31" WEST FOR A DISTANCE OF 46.87 FEET; THENCE, SOUTH 87° 03' 09" WEST FOR A DISTANCE OF 117.94 FEET; THENCE, NORTH 02° 42' 58" EAST FOR A DISTANCE OF 235.15 FEET; THENCE, NORTH 88° 05' 13" EAST FOR A DISTANCE OF 194.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 18' 41", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 79.35 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 45' 27" EAST FOR A DISTANCE OF 78.43 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 39° 03' 10", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 102.24 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81° 07' 41" EAST FOR A DISTANCE OF 100.27 FEET; THENCE, NORTH 79° 20' 44" EAST FOR A DISTANCE OF 111.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80° 08' 00", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 69.93 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 35' 16" EAST FOR A DISTANCE OF 64.37 FEET TO THE POINT OF BEGINNING.

LAKE 14:

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

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 1590.01 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 143.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.54 FEET, AND WHOSE LONG CHORD BEARS SOUTH 24° 28' 44" WEST FOR A DISTANCE OF 70.71 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 74.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18° 36' 29", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 32.48 FEET, AND WHOSE LONG CHORD BEARS SOUTH 78° 46' 59" WEST FOR A DISTANCE OF 32.33 FEET; THENCE,

SOUTH 88° 05' 13" WEST FOR A DISTANCE OF 263.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 99° 02' 53", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 86.44 FEET, AND WHOSE LONG CHORD BEARS NORTH 42° 23' 20" WEST FOR A DISTANCE OF 76.07 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43° 00' 04", HAVING A RADIUS OF 265.00 FEET, HAVING AN ARC DISTANCE OF 198.89 FEET, AND WHOSE LONG CHORD BEARS NORTH 28° 38' 09" EAST FOR A DISTANCE OF 194.25 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 28° 49' 14", HAVING A RADIUS OF 169.00 FEET, HAVING AN ARC DISTANCE OF 85.01 FEET, AND WHOSE LONG CHORD BEARS NORTH 35° 43' 34" EAST FOR A DISTANCE OF 84.12 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 48° 09' 47", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 42.03 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 23' 50" EAST FOR A DISTANCE OF 40.80 FEET; THENCE, NORTH 69° 28' 44" EAST FOR A DISTANCE OF 14.65 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 65° 11' 46", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 56.89 FEET, AND WHOSE LONG CHORD BEARS SOUTH 77° 55' 23" EAST FOR A DISTANCE OF 53.87 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 45° 13' 49", HAVING A RADIUS OF 155.00 FEET, HAVING AN ARC DISTANCE OF 122.36 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 56' 24" EAST FOR A DISTANCE OF 119.21 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 70° 02' 02", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 61.12 FEET, AND WHOSE LONG CHORD BEARS SOUTH 55° 32' 17" EAST FOR A DISTANCE OF 57.38 FEET TO THE POINT OF BEGINNING.

LAKE 15:

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, LYING IN SECTIONS 8, 9, AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 2769.06 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 705.29 FEET TO THE

BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72° 34' 17", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 63.33 FEET, AND WHOSE LONG CHORD BEARS SOUTH 15° 45' 52" WEST FOR A DISTANCE OF 59.18 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 28° 54' 54", HAVING A RADIUS OF 140.00 FEET, HAVING AN ARC DISTANCE OF 70.65 FEET, AND WHOSE LONG CHORD BEARS SOUTH 37° 35' 34" WEST FOR A DISTANCE OF 69.91 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 62° 34' 32", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 54.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 54° 25' 23" WEST FOR A DISTANCE OF 51.93 FEET; THENCE, SOUTH 85° 42' 39" WEST FOR A DISTANCE OF 48.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.54 FEET, AND WHOSE LONG CHORD BEARS NORTH 49° 17' 21" WEST FOR A DISTANCE OF 70.71 FEET; THENCE, NORTH 04° 17' 21" WEST FOR A DISTANCE OF 209.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15° 12' 55", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 26.56 FEET, AND WHOSE LONG CHORD BEARS NORTH 11° 53' 48" WEST FOR A DISTANCE OF 26.48 FEET; THENCE, NORTH 19° 30' 16" WEST FOR A DISTANCE OF 139.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 82° 21' 55", HAVING A RADIUS OF 120.00 FEET, HAVING AN ARC DISTANCE OF 172.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 41' 13" WEST FOR A DISTANCE OF 158.03 FEET; THENCE, SOUTH 78° 07' 49" WEST FOR A DISTANCE OF 199.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09° 19' 07", HAVING A RADIUS OF 810.00 FEET, HAVING AN ARC DISTANCE OF 131.74 FEET, AND WHOSE LONG CHORD BEARS SOUTH 73° 28' 16" WEST FOR A DISTANCE OF 131.60 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 52° 35' 35", HAVING A RADIUS OF 401.00 FEET, HAVING AN ARC DISTANCE OF 368.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 84° 53' 30" WEST FOR A DISTANCE OF 355.30 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 55° 26' 03", HAVING A RADIUS OF 370.00 FEET, HAVING AN ARC DISTANCE OF 357.98 FEET, AND WHOSE LONG CHORD BEARS NORTH 86° 18' 44" WEST FOR A DISTANCE OF 344.18 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 21° 24' 55", HAVING A RADIUS OF 283.00 FEET, HAVING AN ARC DISTANCE OF 105.78 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 40' 42" WEST FOR A DISTANCE OF 105.16 FEET; THENCE, SOUTH 87° 23' 10" WEST FOR A DISTANCE OF 70.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41° 52' 18", HAVING A RADIUS OF 655.00 FEET, HAVING AN ARC DISTANCE OF 478.67 FEET, AND WHOSE LONG CHORD BEARS

NORTH 71° 40' 41" WEST FOR A DISTANCE OF 468.09 FEET TO THE
 POINT OF COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 12°
 26' 58", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC
 DISTANCE OF 43.46 FEET, AND WHOSE LONG CHORD BEARS NORTH
 44° 31' 03" WEST FOR A DISTANCE OF 43.37 FEET TO THE POINT OF
 REVERSE CURVE THROUGH A CENTRAL ANGLE OF 159° 18' 30",
 HAVING A RADIUS OF 197.10 FEET, HAVING AN ARC DISTANCE OF
 548.03 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 03' 11"
 WEST FOR A DISTANCE OF 387.80 FEET; THENCE, SOUTH 17° 36' 04"
 EAST FOR A DISTANCE OF 50.21 FEET TO THE BEGINNING OF A
 CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22° 32' 21",
 HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF
 39.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 28° 52' 15" EAST
 FOR A DISTANCE OF 39.09 FEET TO THE POINT OF REVERSE CURVE
 THROUGH A CENTRAL ANGLE OF 30° 31' 09", HAVING A RADIUS OF
 200.00 FEET, HAVING AN ARC DISTANCE OF 106.53 FEET, AND WHOSE
 LONG CHORD BEARS SOUTH 24° 52' 50" EAST FOR A DISTANCE OF
 105.28 FEET; THENCE, SOUTH 09° 37' 16" EAST FOR A DISTANCE OF
 430.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE
 LEFT THROUGH A CENTRAL ANGLE OF 07° 15' 14", HAVING A RADIUS
 OF 1475.00 FEET, HAVING AN ARC DISTANCE OF 186.74 FEET, AND
 WHOSE LONG CHORD BEARS SOUTH 76° 00' 16" WEST FOR A
 DISTANCE OF 186.61 FEET; THENCE, NORTH 12° 54' 20" WEST FOR A
 DISTANCE OF 292.47 FEET TO THE BEGINNING OF A CURVE TO THE
 RIGHT THROUGH A CENTRAL ANGLE OF 04° 42' 06", HAVING A
 RADIUS OF 3000.00 FEET, HAVING AN ARC DISTANCE OF 246.17 FEET,
 AND WHOSE LONG CHORD BEARS NORTH 10° 33' 18" WEST FOR A
 DISTANCE OF 246.10 FEET; THENCE, NORTH 08° 12' 15" WEST FOR A
 DISTANCE OF 77.26 FEET TO THE BEGINNING OF A CURVE TO THE
 RIGHT THROUGH A CENTRAL ANGLE OF 04° 11' 34", HAVING A
 RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 14.64 FEET,
 AND WHOSE LONG CHORD BEARS NORTH 06° 06' 28" WEST FOR A
 DISTANCE OF 14.63 FEET; THENCE, NORTH 04° 00' 41" WEST FOR A
 DISTANCE OF 220.84 FEET TO THE BEGINNING OF A CURVE TO THE
 LEFT THROUGH A CENTRAL ANGLE OF 167° 36' 37", HAVING A
 RADIUS OF 195.00 FEET, HAVING AN ARC DISTANCE OF 570.44 FEET,
 AND WHOSE LONG CHORD BEARS NORTH 87° 48' 59" WEST FOR A
 DISTANCE OF 387.72 FEET TO THE POINT OF REVERSE CURVE
 THROUGH A CENTRAL ANGLE OF 65° 45' 08", HAVING A RADIUS OF
 100.00 FEET, HAVING AN ARC DISTANCE OF 114.76 FEET, AND WHOSE
 LONG CHORD BEARS SOUTH 41° 15' 16" WEST FOR A DISTANCE OF
 108.56 FEET TO THE POINT OF REVERSE CURVE THROUGH A
 CENTRAL ANGLE OF 04° 02' 39", HAVING A RADIUS OF 1771.00 FEET,
 HAVING AN ARC DISTANCE OF 125.01 FEET, AND WHOSE LONG
 CHORD BEARS SOUTH 72° 06' 31" WEST FOR A DISTANCE OF 124.98
 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL
 ANGLE OF 34° 57' 37", HAVING A RADIUS OF 58.00 FEET, HAVING AN

ARC DISTANCE OF 35.39 FEET, AND WHOSE LONG CHORD BEARS SOUTH 87° 34' 00" WEST FOR A DISTANCE OF 34.84 FEET; THENCE, NORTH 74° 57' 12" WEST FOR A DISTANCE OF 57.87 FEET; THENCE, NORTH 14° 55' 14" EAST FOR A DISTANCE OF 239.41 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10° 14' 51", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 178.85 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 02' 39" EAST FOR A DISTANCE OF 178.61 FEET; THENCE, NORTH 25° 10' 05" EAST FOR A DISTANCE OF 101.37 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54° 48' 38", HAVING A RADIUS OF 128.00 FEET, HAVING AN ARC DISTANCE OF 122.45 FEET, AND WHOSE LONG CHORD BEARS NORTH 52° 34' 24" EAST FOR A DISTANCE OF 117.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20° 26' 45", HAVING A RADIUS OF 398.96 FEET, HAVING AN ARC DISTANCE OF 142.37 FEET, AND WHOSE LONG CHORD BEARS NORTH 69° 45' 20" EAST FOR A DISTANCE OF 141.61 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11° 08' 22", HAVING A RADIUS OF 470.57 FEET, HAVING AN ARC DISTANCE OF 91.49 FEET, AND WHOSE LONG CHORD BEARS NORTH 51° 15' 39" EAST FOR A DISTANCE OF 91.34 FEET; TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72° 07' 55", HAVING A RADIUS OF 162.71 FEET, HAVING AN ARC DISTANCE OF 204.84 FEET, AND WHOSE LONG CHORD BEARS NORTH 84° 16' 22" EAST FOR A DISTANCE OF 191.58 FEET; THENCE, SOUTH 59° 39' 40" EAST FOR A DISTANCE OF 514.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24° 03' 31", HAVING A RADIUS OF 278.00 FEET, HAVING AN ARC DISTANCE OF 116.73 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 37' 55" EAST FOR A DISTANCE OF 115.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 31° 46' 47", HAVING A RADIUS OF 724.44 FEET, HAVING AN ARC DISTANCE OF 401.82 FEET, AND WHOSE LONG CHORD BEARS SOUTH 51° 29' 33" EAST FOR A DISTANCE OF 396.69 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25° 13' 54", HAVING A RADIUS OF 172.00 FEET, HAVING AN ARC DISTANCE OF 75.74 FEET, AND WHOSE LONG CHORD BEARS SOUTH 79° 59' 53" EAST FOR A DISTANCE OF 75.13 FEET; THENCE NORTH 87° 23' 10" EAST FOR A DISTANCE OF 148.77 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21° 24' 55", HAVING A RADIUS OF 93.00 FEET, HAVING AN ARC DISTANCE OF 34.76 FEET, AND WHOSE LONG CHORD BEARS NORTH 76° 40' 42" EAST FOR A DISTANCE OF 34.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55° 26' 03", HAVING A RADIUS OF 560.00 FEET, HAVING AN ARC DISTANCE OF 541.80 FEET, AND WHOSE LONG CHORD BEARS SOUTH 86° 18' 44" EAST FOR A DISTANCE OF 520.92 FEET TO THE BEGINNING OF A CURVE TO THE

LEFT THROUGH A CENTRAL ANGLE OF 52° 35' 35", HAVING A RADIUS OF 211.00 FEET, HAVING AN ARC DISTANCE OF 193.68 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84° 53' 30" EAST FOR A DISTANCE OF 186.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09° 19' 07", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 162.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 73° 28' 16" EAST FOR A DISTANCE OF 162.46 FEET; THENCE NORTH 78° 07' 49" EAST FOR A DISTANCE OF 158.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41° 39' 01", HAVING A RADIUS OF 221.00 FEET, HAVING AN ARC DISTANCE OF 160.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 57° 18' 19" EAST FOR A DISTANCE OF 157.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 59' 55", HAVING A RADIUS OF 78.00 FEET, HAVING AN ARC DISTANCE OF 44.92 FEET, AND WHOSE LONG CHORD BEARS NORTH 52° 58' 46" EAST FOR A DISTANCE OF 44.30 FEET; THENCE, NORTH 69° 28' 44" EAST FOR A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING.

LAKE 18:

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 EAST ONE QUARTER CORNER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 87° 28' 15" WEST FOR A DISTANCE OF 116.24 FEET TO THE POINT OF BEGINNING BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17° 20' 33", HAVING A RADIUS OF 135.00 FEET, HAVING AN ARC DISTANCE OF 40.86 FEET, AND WHOSE LONG CHORD BEARS SOUTH 43° 39' 30" WEST FOR A DISTANCE OF 40.71 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 55° 22' 02", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 96.63 FEET, AND WHOSE LONG CHORD BEARS SOUTH 24° 35' 24" WEST FOR A DISTANCE OF 92.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 100° 44' 15", HAVING A RADIUS OF 58.00 FEET, HAVING AN ARC DISTANCE OF 101.98 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 16' 31" WEST FOR A DISTANCE OF 89.34 FEET; THENCE, N82° 21' 22" W FOR A DISTANCE OF 79.97 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12° 53' 21", HAVING A RADIUS OF 450.00 FEET, HAVING AN ARC DISTANCE OF 101.23 FEET, AND WHOSE LONG CHORD BEARS NORTH 88° 48' 02" WEST FOR A DISTANCE OF 101.02

FEET; THENCE, SOUTH 84° 45' 17" WEST FOR A DISTANCE OF 253.44 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 142° 40' 43", HAVING A RADIUS OF 58.00 FEET, HAVING AN ARC DISTANCE OF 144.43 FEET, AND WHOSE LONG CHORD BEARS NORTH 23° 54' 21" WEST FOR A DISTANCE OF 109.90 FEET; THENCE, N47° 26' 01" E FOR A DISTANCE OF 332.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27° 58' 20", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 24.41 FEET, AND WHOSE LONG CHORD BEARS NORTH 33° 26' 51" EAST FOR A DISTANCE OF 24.17 FEET; THENCE, NORTH 19° 27' 41" EAST FOR A DISTANCE OF 20.76 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 110° 01' 53", HAVING A RADIUS OF 58.00 FEET, HAVING AN ARC DISTANCE OF 111.38 FEET, AND WHOSE LONG CHORD BEARS NORTH 74° 28' 37" EAST FOR A DISTANCE OF 95.04 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23° 35' 46", HAVING A RADIUS OF 611.85 FEET, HAVING AN ARC DISTANCE OF 251.98 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 18' 19" EAST FOR A DISTANCE OF 250.20 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 109° 05' 26", HAVING A RADIUS OF 58.00 FEET, HAVING AN ARC DISTANCE OF 110.43 FEET, AND WHOSE LONG CHORD BEARS SOUTH 19° 33' 29" EAST FOR A DISTANCE OF 94.49 FEET TO THE POINT OF BEGINNING.

LAKE 20:

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 WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL

ANGLE OF 31° 04' 57", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 499.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 65° 51' 52" WEST FOR A DISTANCE OF 493.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 08° 35' 40" WEST FOR A DISTANCE OF 71.98 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 35° 46' 04", HAVING A RADIUS OF 58.00 FEET, HAVING AN ARC DISTANCE OF 36.21 FEET, AND WHOSE LONG CHORD BEARS SOUTH 26° 28' 41" WEST FOR A DISTANCE OF 35.62 FEET; THENCE, SOUTH 44° 21' 43" WEST FOR A DISTANCE OF 366.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11° 22' 07", HAVING A RADIUS OF 270.00 FEET, HAVING AN ARC DISTANCE OF 53.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 38° 40' 39" WEST FOR A DISTANCE OF 53.49 FEET; THENCE, SOUTH 32° 59' 36" WEST FOR A DISTANCE OF 162.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57° 00' 24", HAVING A RADIUS OF 78.00 FEET, HAVING AN ARC DISTANCE OF 77.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 61° 29' 48" WEST FOR A DISTANCE OF 74.44 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 90.00 FEET; THENCE, NORTH 00°00'00" WEST, A DISTANCE OF 368.38 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 31' 30" EAST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" EAST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 28' 30" EAST FOR A DISTANCE OF 98.56 FEET; THENCE, N90°00'00"E, A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08° 35' 40", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 138.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 85° 42' 10" EAST FOR A DISTANCE OF 137.87 FEET TO THE POINT OF BEGINNING.

LAKE 21:

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 WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 1303.40 FEET; THENCE, S39° 40' 37" W FOR A DISTANCE OF 331.93 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07° 53' 55", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 206.78 FEET, AND WHOSE LONG CHORD BEARS SOUTH 43° 57' 56" EAST FOR A DISTANCE OF 206.62 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22° 03' 52", HAVING A RADIUS OF 750.00 FEET, HAVING AN ARC DISTANCE OF 288.82 FEET, AND WHOSE LONG CHORD BEARS SOUTH 51° 02' 55" EAST FOR A DISTANCE OF 287.04 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13° 36' 33", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 237.53 FEET, AND WHOSE LONG CHORD BEARS SOUTH 55° 16' 35" EAST FOR A DISTANCE OF 236.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33° 17' 27", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 58.10 FEET, AND WHOSE LONG CHORD BEARS SOUTH 31° 49' 35" EAST FOR A DISTANCE OF 57.29 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54° 01' 07", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 141.42 FEET, AND WHOSE LONG CHORD BEARS SOUTH 42° 11' 24" EAST FOR A DISTANCE OF 136.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 112° 23' 22", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 98.08 FEET, AND WHOSE LONG CHORD BEARS SOUTH 13° 00' 17" EAST FOR A DISTANCE OF 83.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54° 01' 18", HAVING A RADIUS OF 237.17 FEET, HAVING AN ARC DISTANCE OF 223.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 16° 10' 45" WEST FOR A DISTANCE OF 215.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 102° 48' 30", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 107.66 FEET, AND WHOSE LONG CHORD BEARS SOUTH 40° 34' 21" WEST FOR A DISTANCE OF 93.79 FEET; THENCE, NORTH 88° 01' 23" WEST FOR A DISTANCE OF 43.75 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08° 09' 42", HAVING A RADIUS OF 600.00 FEET, HAVING AN ARC DISTANCE OF 85.47 FEET, AND WHOSE LONG CHORD BEARS NORTH 83° 56' 33" WEST FOR A DISTANCE OF 85.40 FEET; THENCE, NORTH 79° 51' 42" WEST FOR A DISTANCE OF 33.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07° 44' 02", HAVING A RADIUS OF

1000.00 FEET, HAVING AN ARC DISTANCE OF 134.98 FEET, AND WHOSE LONG CHORD BEARS NORTH 83° 43' 43" WEST FOR A DISTANCE OF 134.88 FEET; THENCE, NORTH 87° 35' 44" WEST FOR A DISTANCE OF 58.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09° 15' 38", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 242.44 FEET, AND WHOSE LONG CHORD BEARS SOUTH 87° 46' 27" WEST FOR A DISTANCE OF 242.18 FEET; THENCE, SOUTH 83° 08' 38" WEST FOR A DISTANCE OF 29.37 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 105° 37' 22", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 110.61 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 02' 41" WEST FOR A DISTANCE OF 95.60 FEET; THENCE, NORTH 08° 46' 00" EAST FOR A DISTANCE OF 31.81 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21° 18' 18", HAVING A RADIUS OF 550.00 FEET, HAVING AN ARC DISTANCE OF 204.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 01° 53' 09" WEST FOR A DISTANCE OF 203.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12° 16' 59", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 42.88 FEET, AND WHOSE LONG CHORD BEARS NORTH 06° 23' 48" WEST FOR A DISTANCE OF 42.79 FEET; THENCE, NORTH 00° 15' 18" WEST FOR A DISTANCE OF 87.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 40° 34' 51", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 70.83 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 32' 44" WEST FOR A DISTANCE OF 69.36 FEET; THENCE, NORTH 40° 50' 09" WEST FOR A DISTANCE OF 72.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40° 34' 51", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 106.24 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 32' 44" WEST FOR A DISTANCE OF 104.03 FEET; THENCE, NORTH 00° 15' 18" WEST FOR A DISTANCE OF 87.95 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25° 30' 18", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 44.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 13° 00' 28" WEST FOR A DISTANCE OF 44.15 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 85° 42' 03", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 74.79 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 05' 25" EAST FOR A DISTANCE OF 68.01 FEET; THENCE, NORTH 59° 56' 26" EAST FOR A DISTANCE OF 44.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 14' 00", HAVING A RADIUS OF 600.00 FEET, HAVING AN ARC DISTANCE OF 138.58 FEET, AND WHOSE LONG CHORD BEARS NORTH 53° 19' 26" EAST FOR A DISTANCE OF 138.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 85° 22' 41", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 74.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 89° 23' 46" EAST FOR A DISTANCE OF 67.80 FEET TO THE POINT OF BEGINNING.

SPINE ROAD 4:

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 WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 637.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 624.44 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, S00°00'00"E, A DISTANCE OF 17.00 FEET; THENCE, N90°00'00"W, A DISTANCE OF 160.00 FEET; THENCE, N00°00'00"E, A DISTANCE OF 17.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, N90°00'00"W, A DISTANCE OF 17.00 FEET; THENCE, N00°00'00"E, A DISTANCE OF 160.00 FEET; THENCE, N90°00'00"E, A DISTANCE OF 17.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 28' 30" EAST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61

FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" EAST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 31' 30" EAST FOR A DISTANCE OF 98.56 FEET; THENCE, N00°00'00"E, A DISTANCE OF 651.84 FEET; THENCE, N90°00'00"E, A DISTANCE OF 190.00 FEET; THENCE, S00°00'00"E, A DISTANCE OF 723.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 28' 35", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 23.52 FEET, AND WHOSE LONG CHORD BEARS SOUTH 52° 18' 44" EAST FOR A DISTANCE OF 23.47 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 03", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" EAST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 28' 30" EAST FOR A DISTANCE OF 98.56 FEET; THENCE, N90°00'00"E, A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 747.89 FEET, AND WHOSE LONG CHORD BEARS SOUTH 70° 09' 41" EAST FOR A DISTANCE OF 733.04 FEET ; THENCE, S50°19'23"E, A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 970.00 FEET, HAVING AN ARC DISTANCE OF 1253.82 FEET, AND WHOSE LONG CHORD BEARS SOUTH 87° 21' 12" EAST FOR A DISTANCE OF 1168.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1580.00 FEET, HAVING AN ARC DISTANCE OF 382.28 FEET, AND WHOSE LONG CHORD BEARS NORTH 62° 32' 51" EAST FOR A DISTANCE OF 381.35 FEET; THENCE, N69°28'44"E, A DISTANCE OF 349.54 FEET; THENCE, S20°31'16"E, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

SPINE ROAD PHASE 5 :

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 WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64

FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 637.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 624.44 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, S00°00'00"E, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE, S00°00'00"E, A DISTANCE OF 1837.71 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33° 26' 47", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 630.45 FEET, AND WHOSE LONG CHORD BEARS SOUTH 16° 43' 24" WEST FOR A DISTANCE OF 621.54 FEET; THENCE, S33°26'47"W, A DISTANCE OF 950.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32° 47' 43", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 526.59 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17° 02' 56" WEST FOR A DISTANCE OF 519.43 FEET; THENCE, S00°39'05"W, A DISTANCE OF 427.54 FEET; THENCE, S07°52'46"E, A DISTANCE OF 202.24 FEET; THENCE, S00°39'05"W, A DISTANCE OF 335.17 FEET; THENCE, S44°20'55"E, A DISTANCE OF 141.42 FEET; THENCE, N89°20'56"W, A DISTANCE OF 213.46 FEET; THENCE, N88°54'50"W, A DISTANCE OF 207.30 FEET; THENCE, N45°52'07"E, A DISTANCE OF 141.96 FEET; THENCE, N00°39'05"E, A DISTANCE OF 333.61 FEET; THENCE, N09°10'55"E, A DISTANCE OF 202.24 FEET; THENCE, N00°39'05"E, A DISTANCE OF 427.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 47' 43", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 618.18 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 02' 56" EAST FOR A DISTANCE OF 609.77 FEET; THENCE, N33°26'47"E, A DISTANCE OF 950.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33° 26' 47", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 537.05 FEET, AND WHOSE LONG CHORD BEARS NORTH 16° 43' 24" EAST FOR A DISTANCE OF 529.46 FEET; THENCE, N00°00'00"E, A DISTANCE OF 1837.71 FEET; THENCE, N90°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

SPINE ROAD PHASE 6:

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 WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 637.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 624.44 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, S00°00'00"E, A DISTANCE OF 17.00 FEET; THENCE, N90°00'00"W, A DISTANCE OF 160.00 FEET; THENCE, N00°00'00"E, A DISTANCE OF 17.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, N90°00'00"W, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE, N90°00'00"W, A DISTANCE OF 3304.00 FEET; THENCE, N01°28'46"E, A DISTANCE OF 160.05 FEET; THENCE, N90°00'00"E, A DISTANCE OF 3299.87 FEET; THENCE, S00°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

PARCEL A-21 BUFFER:

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 EAST ONE QUARTER CORNER OF SECTION 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 88° 34' 05" WEST ALONG THE SOUTH LINE OF PARCEL A-1 FOR A DISTANCE OF 432.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, NORTH 88° 34' 05" WEST FOR A DISTANCE OF 2085.29 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 01° 25' 55" EAST FOR A DISTANCE OF 25.00 FEET; THENCE, SOUTH 88° 34' 05" EAST FOR A DISTANCE OF 2085.15 FEET; THENCE, SOUTH 01° 06' 43" WEST FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.



PCCO #020

KAST Construction Company, LLC
701 Northpoint Pkwy, Suite 400
West Palm Beach, Florida 33407
Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE
12255 Avenir Drive
Palm Beach Gardens, Florida 33412
Phone: 561-689-2910

Prime Contract Change Order #020: PCO's #117, #118, #119

TO:	The Avenir Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes 2501 A Burns Road Palm Beach Gardens , Florida 33410	FROM:	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida 33407
DATE CREATED:	1/ 28 /2022	CREATED BY:	Sara Carroll (KAST CONSTRUCTION)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:	Virginia Cepero (The Avenir Community Development Distr)	REVIEWED BY:	
DUE DATE:	01/31 /2022	REVIEW DATE:	
INVOICED DATE:		CONTRACT FOR:	1:AVENIR CLUBHOUSE Prime Contract
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		TOTAL AMOUNT:	(\$19,279.96)
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
117	Health Req'd Signage Add and Misc. Permit Fees	0 days	892.73
118	Thermoplastic Striping per AHJ	0 days	2,734.83
119	Multiple Rev and Credits	0 days	(22,907.52)
TOTAL:			(\$19,279.96)

CHANGE ORDER LINE ITEMS:

PCO # 117 : Health Req'd Signage Add and Misc. Permit Fees

#	Cost Code	Description	Type	Amount
1	10-904 - SIGNAGE	Add on Signage for Spa Hours	SUBCONTRACTOR	\$ 581.50
2	01-102 - PERMIT FEE'S	Permit Fees Paid by Kast for Exit Sign Changes	OTHER	\$ 201.93
Subtotal:				\$783.43
Insurance : 1.20 % of 17-025 - INSURANCE				9.40
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				7.93
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				10.81
OH&P: 10.00 % of 99-001 - Overhead Profit				81.16
Grand Total:				\$892.73



PCCO #020

PCO # 118 : Thermoplastic Striping per AHJ

#	Cost Code	Description	Type	Amount
1	02-300 - EARTHWORK	Thermoplastic to a Handicap Striping per AHJ	SUBCONTRACTOR	\$ 2,400.00
Subtotal:				\$2,400.00
Insurance : 1.20 % of 17-025 - INSURANCE				28.80
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				24.29
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				33.12
OH&P: 10.00 % of 99-001 - Overhead Profit				248.62
Grand Total:				\$2,734.83

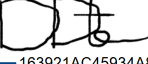
PCO # 119 : Multiple Rev and Credits

#	Cost Code	Description	Type	Amount
1	02-902 - ARTIFICIAL TURF	Add Artificial Turf at Stepping Stones as per LS Arch	SUBCONTRACTOR	\$ 1,732.05
2	16-100 - ELECTRICAL & DATA	Credit for Rev 21 Uplighting Changes	SUBCONTRACTOR	(\$1,625.25)
3	16-200 - LIGHT FIX/ACCESS CONTROL	Credit for Rev 21 Uplighting Changes	MATERIALS	(\$15,670.04)
4	16-100 - ELECTRICAL & DATA	Credit for Rev 25 Uplight Changes	SUBCONTRACTOR	(\$6,550.00)
Subtotal:				(\$22,113.24)
Insurance : 1.20 % of 17-025 - INSURANCE				(265.36)
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				(223.79)
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				(305.13)
Grand Total:				(\$22,907.52)

The original (Contract Sum)	\$ 10,117,140.00
Net change by previously authorized Change Orders	\$ 3,077,579.67
The contract sum prior to this Change Order was	\$ 13,194,719.67
The contract sum would be changed by this Change Order in the amount of	(\$19,279.96)
The new contract sum including this Change Order will be	\$ 13,175,439.71
The contract time will not be changed by this Change Order	
The Revised Substantial Completion Date will be	

Don Durante (RANDALL STOFFT ARCHITECTS)

42 NORTH SWINTON AVE., SUITE 1
DELRAY BEACH Florida 33444

DocuSigned by:

163921AC45934A8...

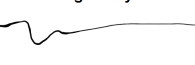
2/10/2022

SIGNATURE

DATE

The Avenir Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

2501 A Burns Road
Palm Beach Gardens Florida 33410

DocuSigned by:

87BACAF68546450...

2/10/2022

SIGNATURE

DATE

KAST CONSTRUCTION

701 Northpoint Pkwy, Suite 400
West Palm Beach Florida 33407

DocuSigned by:

F2FF2F188FF8400...

2/10/2022

SIGNATURE

DATE

**PCO #117**

KAST Construction Company, LLC
 701 Northpoint Pkwy, Suite 400
 West Palm Beach, Florida 33407
 Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE
 12255 Avenir Drive
 Palm Beach Gardens, Florida 33412
 Phone: 561-689-2910

Prime Contract Potential Change Order #117: Health Req'd Signage Add and Misc. Permit Fees

TO:	Avenir Development, LLC, a Florida limited liability company 777 S. Flagler Drive, STE 500 E West Palm Beach Florida, 33401	FROM:	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida, 33407
PCO NUMBER/REVISION:	117 / 0	CONTRACT:	1 - AVENIR CLUBHOUSE Prime Contract
REQUEST RECEIVED FROM:	Morgan Niznik (KAST CONSTRUCTION)	CREATED BY:	Sara Carroll (KAST CONSTRUCTION)
STATUS:	Pending - In Review	CREATED DATE:	1/4 /2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:	Pool/Spa	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	TOTAL AMOUNT:	\$892.73

POTENTIAL CHANGE ORDER TITLE: Health Req'd Signage Add and Misc. Permit Fees

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Costs to add the spa hours to the existing spa sign as per the health Inspector.

Costs to revise permit due to exit sign changes per the Fire Department and costs to file NOC for Athletic Courts.

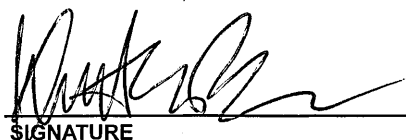
ATTACHMENTS:

Avenir CH Recording Fee Athletic Court NOC.pdf Permit fees from exit sign changes.pdf Designer Sign CO 04.pdf

#	Cost Code	Description	Type	Amount
1	10-904 - SIGNAGE	Add on Signage for Spa Hours	SUBCONTRACTOR	\$ 581.50
2	01-102 - PERMIT FEES	Permit Fees Paid by Kast for Exit Sign Changes	OTHER	\$ 201.93
Subtotal:				\$783.43
Insurance :				\$ 9.40
Kast P&P Bond :				\$ 7.93
SDI:				\$ 10.81
OH&P:				\$ 81.16
Grand Total:				\$892.73

Avenir Development, LLC, a Florida limited liability company
 777 S. Flagler Drive, STE 500 E
 West Palm Beach , Florida 33401

KAST CONSTRUCTION
 701 Northpoint Pkwy, Suite 400
 West Palm Beach, Florida 33407

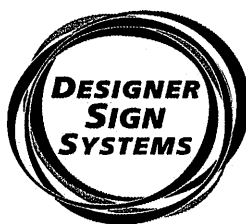

 SIGNATURE

1-25-22
 DATE


 SIGNATURE

1/27/22
 DATE

FWO 16432 CHANGE ORDER 4



KAST CONSTRUCTION
 ATTN: MORGAN NIZNIK, PROJ MGR
 701 NORTHPOINT PARKEWAY, STE 400
 WEST PALM BEACH, FL 33407
 email: mniznik@kastbuild.com

Project: AVENIR CLUBHOUSE - 12255 AVENIR DR. PB GRDSN, 33412

Page: 1 OF 1
 Date: 12/2/2021
 Telephone: 917-578-6093
 Fax :
 Cell:
 Quote #:

Item	Qty	Description	Unit Price	Extension
1	1	SIGN TYPE: ADDITION ADDED TO ORIGINAL SPA RULES SIGN CORIAN SIZE ONLY: 4" H X 24" W X 1/2" T TYPE STYLE: KESSEL 105W00-BOLD COPY SIZE: AS SHOWN ON LAYOUT # 9015 COPY COLOR: INLAID WHITE BACKGROUND: LAGUNA BLUE MATERIAL: 1/2" T LAGUNA BLUE CORIAN WITH WHITE INLAID COPY COPY TO READ PER LAYOUT # 9015 SPA HOURS: DAWN TO DUSK	\$ 225.00	\$ 225.00

FOB: SP
 TERMS: 50% DEPOSIT / BALANCE NET 15
 DELIVERY: 4 - 8 WEEKS AFTER RECEIPT OF DEPOSIT & SIGNED QUOTE

Product Total: \$ 225.00
 Installation: \$ 225.00
 Sales Tax: \$ 31.50
 Freight: \$ 100.00
 Total: \$ 581.50

This quotation is subject to the terms and conditions printed on the reverse side of this sheet unless otherwise modified and agreed upon in writing. Signature of this document acknowledges acceptance of all items included and is a binding contract by all parties. If material quoted is ordered on a separate purchase order or contract this quotation becomes a part thereof and must be signed and accompany same.

Submitted By: _____ Accepted By: _____ Date: _____
 PAUL R. PIERSON

Designer Sign Systems, Inc. 3540 NW 56 St. #201 Fort Lauderdale, FL 33309 Tel. 954.972.0707 FAX 954.972.1040

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller,
Palm Beach County
205 North Dixie Highway
West Palm Beach, Florida
Main Office Recording



DATE: 01/12/2022
TIME: 08:29:02 AM
RECEIPT: 6906380

TOLL BROTHERS INC (PP)

Main Recording - Receipt

ITEM -01 NOC 08:29:02 AM
FILE: 20220014567 BK/PG: 033208/1667
RECORDING FEE 10.00
ABSTRACT FEE 0.60
COPIES 1.00
CERTIFICATION 2.00
POSTAGE 1.00 (1-5 pa 1.00
Sub. Total 14.60

Payment has been successfully processed

Recording Receipt Number: 33111188

01/12/2022 08:28 AM

ITEM -02 NOC 08:29:02 AM
FILE: 20220014568 BK/PG: 033208/1668
RECORDING FEE 10.00
ABSTRACT FEE 0.60
COPIES 1.00
CERTIFICATION 2.00
POSTAGE 1.00 (1-5 pa 1.00
Sub. Total 14.60

AMOUNT DUE: \$29.20
CREDIT CARD: \$29.20
TOTAL PAID: \$29.20

REC BY: NZODER
DEPUTY CLERK
www.mypalmbeachclerk.com/survey

Payment Amount

Amount: \$29.20

Service Fee: \$1.02

Total: \$30.22

Credit Card Info

Name on Card: CARROLL SARA

Card Number: *****2160

A non-refundable 3.5% fee per transaction to provide this service.
Service fee is charged by MyFloridaCounty.com.

We will display the vendor name of MyFloridaCounty.com for billing details.

For information on refunds or for general inquiries, please call customer support on (877) 326 8689.

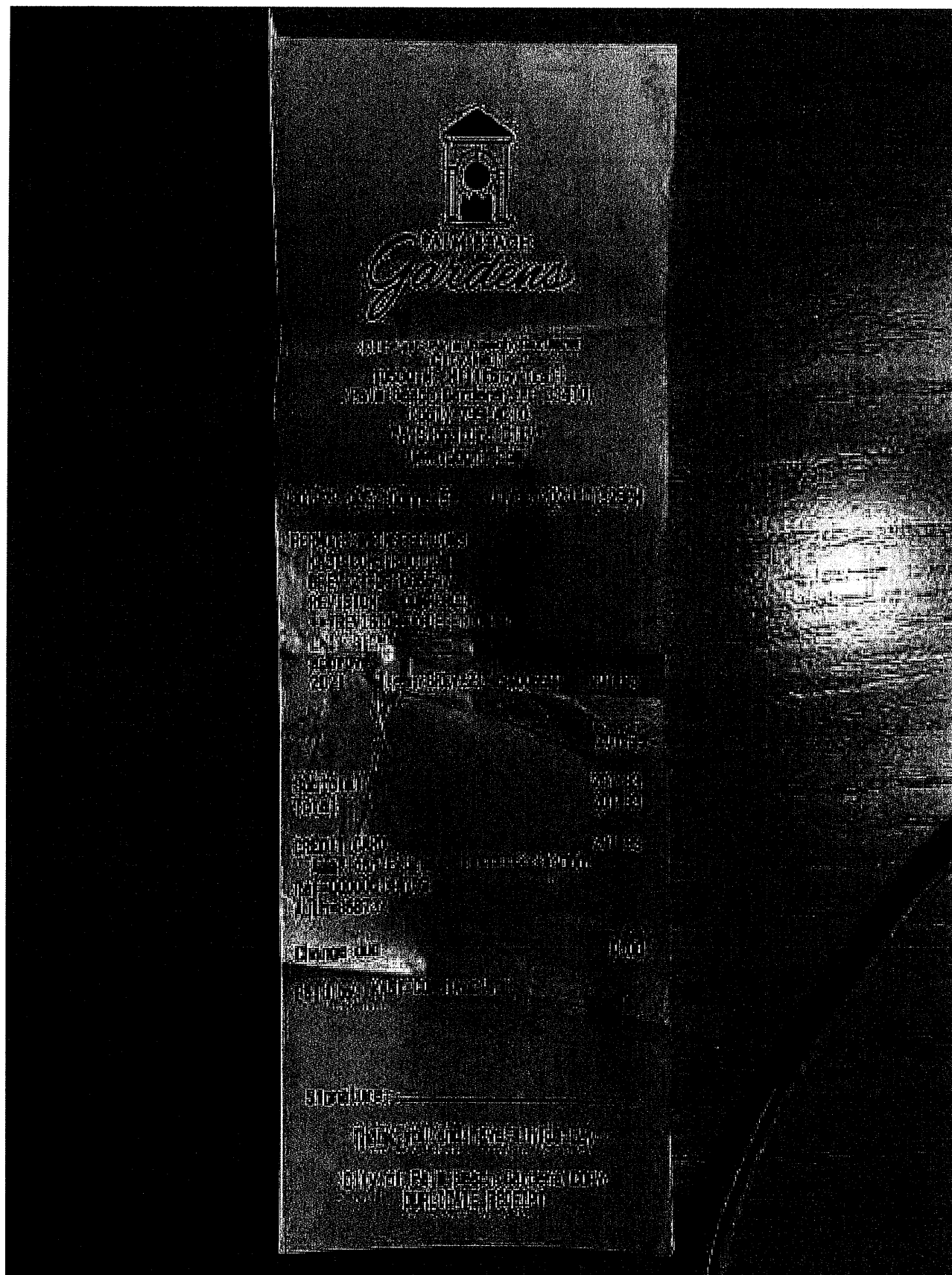


Exhibit 'I'
SUBCONTRACTOR WARRANTY

Project: Avenir Clubhouse

Contractor: Kast Construction Company, LLC.
701 Northpoint Parkway, Suite 400
West Palm Beach, Florida 33407

Owner: The Avenir Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes
550 Biltmore Way, Suite 1110 Coral Gables, Florida 33134

Subcontractor: **VALUE ADDED GROUP INC** Phone / Emergency #
Address: **9129 Pumpkin Ridge** **516.652.7711**
Port St. Lucie, FL 34986

Subcontract #: _____ Subcontract Date: _____

Substantial Completion Date: November 13th 2021

Warranty and Guarantee Commencement Date (if different than Substantial Completion Date): November 13th 2021

Work Covered (General Description Only – Not Exhaustive or Definitive): OPERABLE PARTITION

In addition to any warranties (1) provided under law; (2) required pursuant to the Contract Documents and/or the Subcontract Documents, and any "special warranty" terms or conditions required by the Specifications or Section 718.203 of the Florida Statutes, each of which are incorporated herein by reference; and (3) any other written warranties provided by the Subcontractor in the Subcontract or any submittals provided thereunder, Subcontractor hereby warrants to Contractor and Owner that all workmanship, materials, equipment and other services provided under the Subcontract for this Project (the "Subcontract Work") are merchantable, new and of good quality, free from all defects, fit for the purposes for which such workmanship, materials, equipment and other services were provided, and conform with the requirements of the Contract Documents and Subcontract Documents (including all authorized modifications thereto), including any special warranty requirements set forth in the Specifications, if any.

For the period set forth in any applicable special warranty, or if none, for a period of one (1) year, commencing on the date of Substantial Completion (as identified in the Certificate of Substantial Completion), Subcontractor shall promptly correct, repair or replace all defective or non-conforming Subcontract work, including adjacent work displaced, and all damage caused by defective or non-conforming Subcontract work at no expense to the Owner. Upon completion of any corrective work under or pursuant to this warranty, Subcontractor's obligation to correct such Subcontract work shall be renewed and recommence. Damage caused solely by ordinary wear and tear or improper use or neglect by Owner, are excluded from this warranty. In the event Subcontractor fails to comply with the above conditions within five (5) days after being notified, Subcontractor hereby authorizes the Contractor and/or the Owner to proceed to have such defects and damages repaired, corrected and made good at Subcontractor's expense, and will honor or pay the costs and charges and related expenses therefore upon demand. This warranty may be freely assigned or transferred by the Contractor to the Owner or by the Owner to any third-party. As used herein, the "Contract Documents" are as defined in the Subcontract, and the "Subcontract Documents" are defined in the Subcontract.

In addition to the Subcontractor's obligations under the preceding two paragraphs, if, within the period of time set forth in the Contract Documents date of Warranty and Guarantee Commencement, or by terms of an applicable special warranty required by the Contract Documents, any of the Subcontractor's Work is found to be not in accordance with the requirements of the Contract Documents, the Subcontractor shall correct it promptly after receipt of written notice from the Contractor or Owner to do so. During this guarantee period for correction of Subcontractor's Work, if the Subcontractor fails to correct nonconforming Subcontractor's Work within a reasonable time during that period after receipt of notice from the Owner or Contractor, the Owner or Contractor may correct it in accordance without any further notification to Subcontractor or its surety, if any.

Signed: Value Added Group Inc. License: PBC BTA 201144306
(Type Name of Subcontractor Here) (Insert State Contractor's License Number)

[Signature] Pres 1-24-2022
Signature Title Date

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public
My Commission expires: _____



PCO #118

KAST Construction Company, LLC
701 Northpoint Pkwy, Suite 400
West Palm Beach, Florida 33407
Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE
12255 Avenir Drive
Palm Beach Gardens, Florida 33412
Phone: 561-689-2910

Prime Contract Potential Change Order #118: Thermoplastic Striping per AHJ

TO:	Avenir Development, LLC, a Florida limited liability company 777 S. Flagler Drive, STE 500 E West Palm Beach Florida, 33401	FROM:	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida, 33407
PCO NUMBER/REVISION:	118 / 0	CONTRACT:	1 - AVENIR CLUBHOUSE Prime Contract
REQUEST RECEIVED FROM:	Morgan Niznik (KAST CONSTRUCTION)	CREATED BY:	Sara Carroll (KAST CONSTRUCTION)
STATUS:	Pending - In Review	CREATED DATE:	1/5 /2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	TOTAL AMOUNT:	\$2,734.83

POTENTIAL CHANGE ORDER TITLE: Thermoplastic Striping per AHJ

CHANGE REASON: AHJ

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Costs to apply thermoplastic coating to all paver striping per the City of Palm Beach Gardens during the infrastructure permit final walk. Note: The contract set of drawings and most current drawings specifically excluded the parking stall striping per note 6. on the UDK Site Plan dwgs.

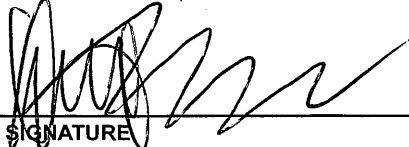
ATTACHMENTS:

[H&J Thermoplastic Striping.pdf](#)

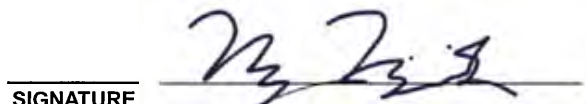
#	Cost Code	Description	Type	Amount
1	02-300 - EARTHWORK	Thermoplastic to a Handicap Striping per AHJ	SUBCONTRACTOR	\$ 2,400.00
Subtotal:				\$2,400.00
Insurance :				\$ 28.80
Kast P&P Bond :				\$ 24.29
SDI:				\$ 33.12
OH&P:				\$ 248.62
Grand Total:				\$2,734.83

Avenir Development, LLC, a Florida limited liability company
777 S. Flagler Drive, STE 500 E
West Palm Beach , Florida 33401

KAST CONSTRUCTION
701 Northpoint Pkwy, Suite 400
West Palm Beach, Florida 33407


SIGNATURE

1-25-22
DATE


SIGNATURE

1/27/22
DATE

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Kast Construction	Contact:	Morgan Niznik
Address:	701 Northpoint Parkway, Suite 400 West Palm Beach, FL 33407	Phone:	561-689-2910
		Fax:	561-689-2911
Project Name:	Avenir Clubhouse-Thermo-Paver Striping-REVISED 01.05.22	Bid Number:	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	01/06/2022

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Thermoplastic Stripe Handicap Spaces	6.00	EACH	\$400.00	\$2,400.00

Total Bid Price: \$2,400.00

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre

franz.favre@hjcontracting.com

**PCO #119**

KAST Construction Company, LLC
 701 Northpoint Pkwy, Suite 400
 West Palm Beach, Florida 33407
 Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE
 12255 Avenir Drive
 Palm Beach Gardens, Florida 33412
 Phone: 561-689-2910

Prime Contract Potential Change Order #119: Multiple Rev and Credits

TO:	Avenir Development, LLC, a Florida limited liability company 777 S. Flagler Drive, STE 500 E West Palm Beach Florida, 33401	FROM:	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida, 33407
PCO NUMBER/REVISION:	119 / 0	CONTRACT:	1 - AVENIR CLUBHOUSE Prime Contract
REQUEST RECEIVED FROM:	Morgan Niznik (KAST CONSTRUCTION)	CREATED BY:	Sara Carroll (KAST CONSTRUCTION)
STATUS:	Pending - In Review	CREATED DATE:	1/14 /2022
REFERENCE:	REV21 & REV15	PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	TOTAL AMOUNT:	(\$22,907.52)

POTENTIAL CHANGE ORDER TITLE: Multiple Rev and Credits

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Credits for changes to the uplights as per revision as per rev 21 and rev 15.

Please Note: No design surrounding the spa stepping stones. Insite Studios requested to add artificial turf (similar to the Cabanas).

ATTACHMENTS:

RSY Uplight Rev15 Credit.pdf _UNION REV 21 UPLIGHTS REVISION.pdf _RSY Landscaping Rev21 Credit.pdf (2).pdf _SW Greens Artificial Turf.pdf

#	Cost Code	Description	Type	Amount
1	02-902 - ARTIFICIAL TURF	Add Artificial Turf at Stepping Stones as per LS Arch	SUBCONTRACTOR	\$ 1,732.05
2	16-100 - ELECTRICAL & DATA	Credit for Rev 21 Uplighting Changes	SUBCONTRACTOR	(\$1,625.25)
3	16-200 - LIGHT FIX/ACCESS CONTROL	Credit for Rev 21 Uplighting Changes	MATERIALS	(\$15,670.04)
4	16-100 - ELECTRICAL & DATA	Credit for Rev 25 Uplight Changes	SUBCONTRACTOR	(\$6,550.00)
Subtotal:				(\$22,113.24)
Insurance :				(\$265.36)
Kast P&P Bond :				(\$223.79)
SDI:				(\$305.13)
Grand Total:				(\$22,907.52)



PCO #119

Avenir Development, LLC, a Florida limited liability company

777 S. Flagler Drive, STE 500 E

West Palm Beach, Florida 33401

A handwritten signature in black ink, appearing to be "W. A. Smith", written over a horizontal line.

SIGNATURE

A handwritten date "1/25/22" in black ink.

DATE

KAST CONSTRUCTION

701 Northpoint Pkwy, Suite 400

West Palm Beach, Florida 33407

A handwritten signature in black ink, appearing to be "M. Z. Smith", written over a horizontal line.

SIGNATURE

1/27/22

DATE



Avenir Clubhouse - KAST Change Order turf proposal

KAST
701 NORTHPOINT PARKWAY
SUITE 400
WEST PALM BEACH, FLORIDA 33407

Sales: Jim Walton

12255 Avenir Drive-Change Order

12255 Avenir Drive Palm Beach Gardens, Florida 33412

Est ID: EST2945810

Date: Jan-12-2022

Email: mniznik@kastbuild.com

Phone: 917.578.6093

Re-Work Edging & Turf Layout after changes

\$3,293.12

Scope of Work Description: ** Change Order **

Rework and re-install edging and base material on work that SWG crew installed previously but was halted due to design layout changes of pool cabanas and landscaping in the designated turf area.

Additional Turf Strips between Pavers

\$1,732.05

Scope of Work Description: ** Change Order **

Install turf strips between pavers in area leading to hot tub off the main pool deck. Permaloc Edging to be installed on outside perimeter where turf meets landscape beds.

Subtotal **\$5,025.17**

Taxes **\$0.00**

Estimate Total **\$5,025.17**

Contract Payment Summary

PO #

Contract #

Southwest Greens of Florida
 10475 Riverside Drive, Suite 6
 Palm Beach Gardens, FL 33410, Florida
 33410

P.(561) 694-1557

swgreens.com
 jwalton@swgreens.com

page 1 of 3



PO BOX 551777
Miami Gardens, Florida 33055
305.450.7231
www.rsyelectric.com

February 8th, 2021

Kast Construction
ATTN: Morgan Niznik

RE: Revision 15 Landscaping Credit

Dear Morgan,

RSY is pleased to provide the following change order for **\$-6,550** as shown on the Revision #15 dated 12.22.2020.

Pricing Inclusions:

- LL-C – No scope change
- LL-2 – Delete 34 landscaping uplights. RSY removed labor, conduit and wiring whips for these lights.
- LL-3 – Delete 40 landscaping uplights. RSY removed labor, conduit and wiring whips for these lights.
- LL-4 – Delete 33 landscaping uplights. RSY removed labor, conduit and wiring whips for these lights.
- LL-5 – Delete 24 landscaping uplights. RSY removed labor, conduit and wiring whips for these lights.

Pricing Exclusions:

- Coredrilling/chipping/X-Ray services
- Overtime or expedited labor
- Nightwork
- Fixtures by Kast/Union

Clarifications:

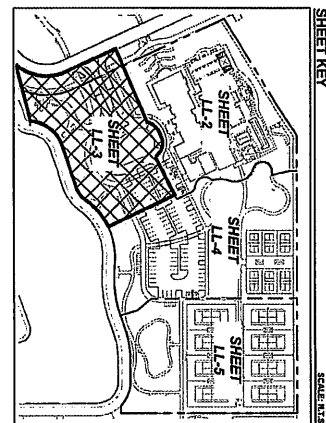
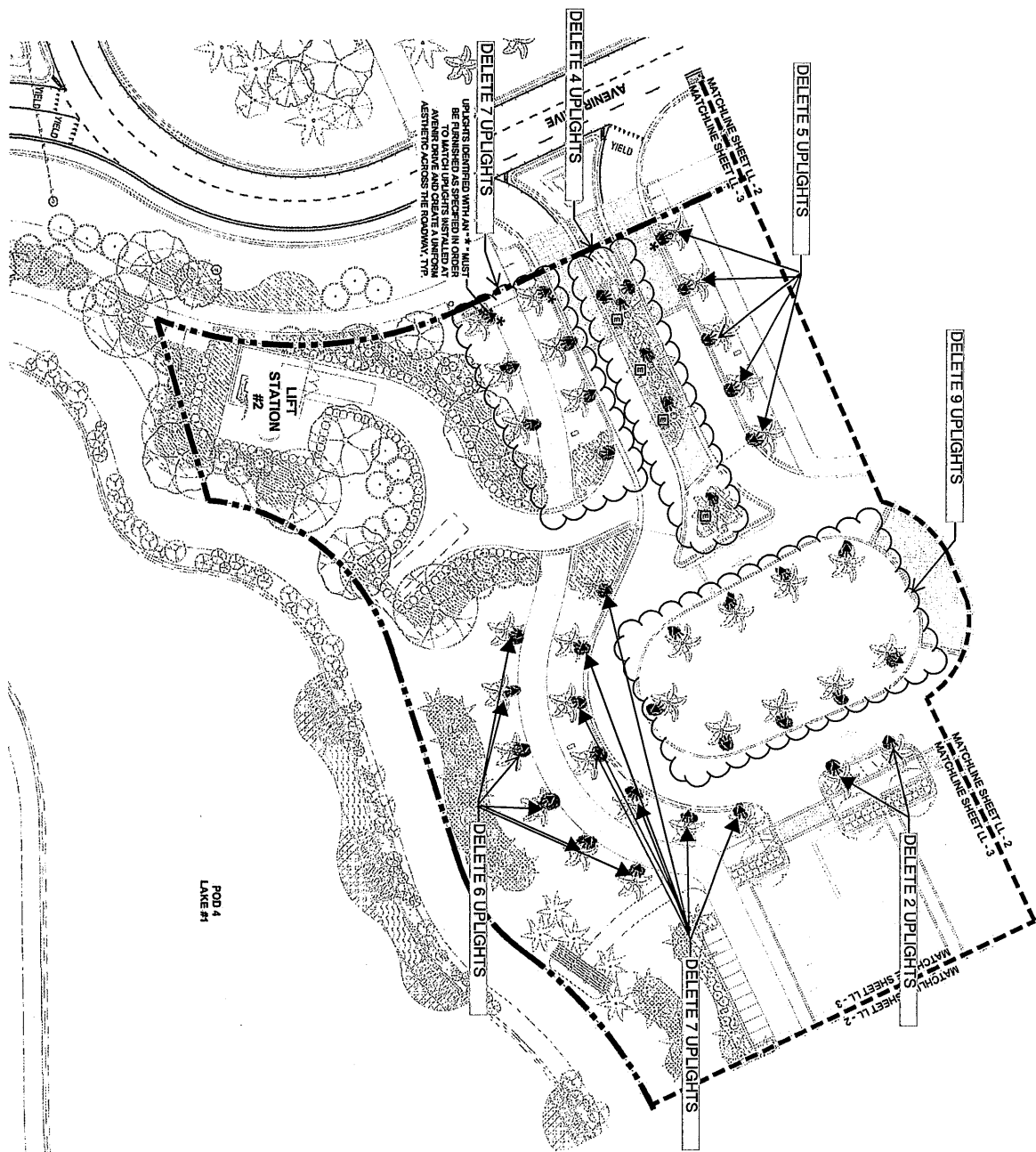
- RSY entitled to same overhead as outlined in the prime contract

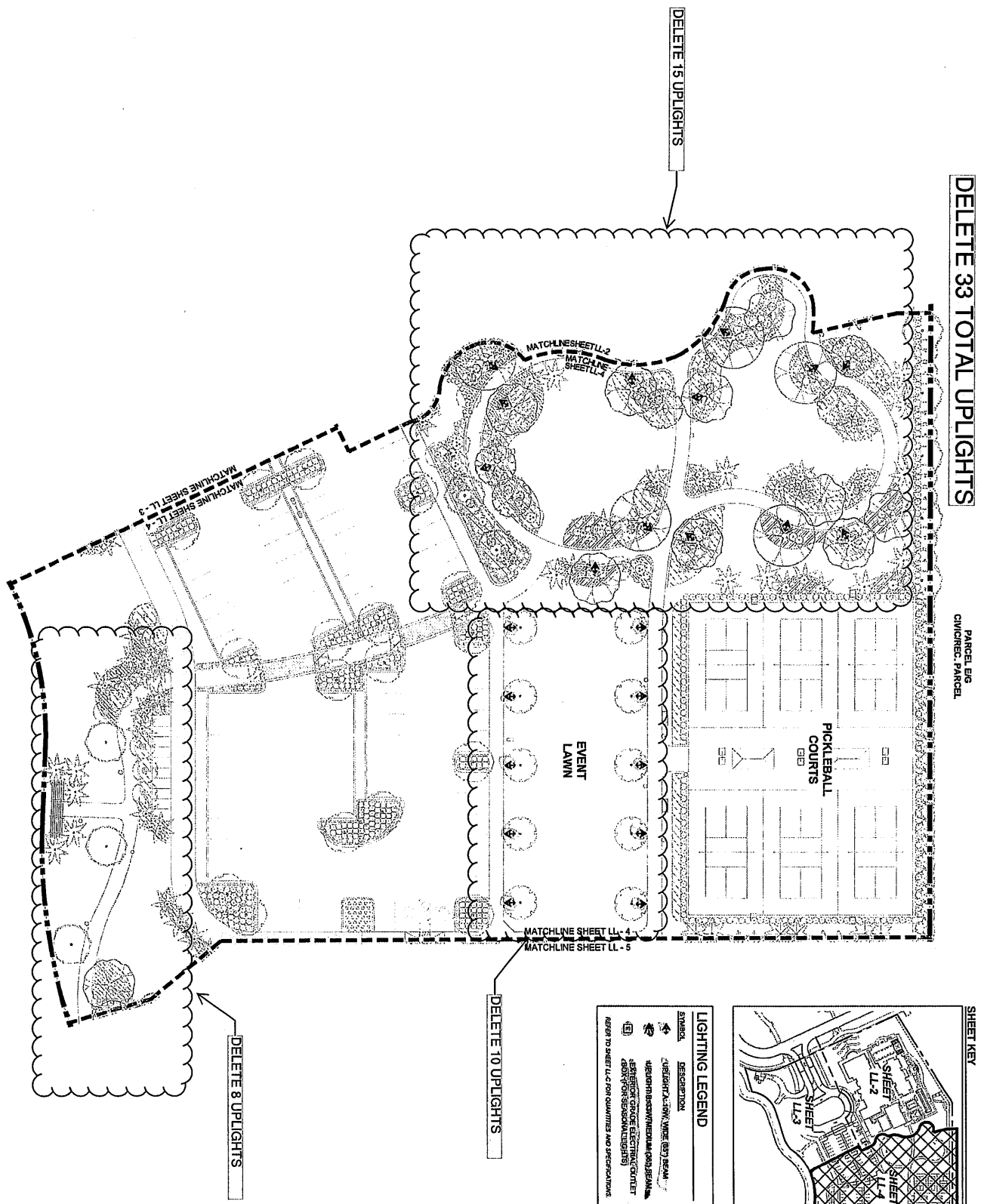
RSY Electric would like to thank you for this opportunity to work together. If you have any questions, please do not hesitate to call.

Sincerely,

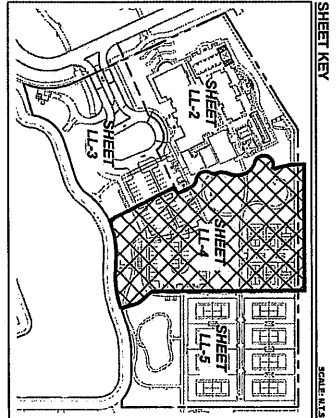
A handwritten signature in black ink, appearing to read "D Marsh", written over a horizontal line.

David Marsh
Project Executive
RSY Electric Inc
727.270.1425





LIGHTING KEY	
SYMBOL	DESCRIPTION
	UPLIGHT A-LINE NAME (RED BEAM)
	UPLIGHT B-LINE NAME (RED BEAM)
	UPLIGHT C-LINE NAME (RED BEAM)
	UPLIGHT D-LINE NAME (RED BEAM)
	UPLIGHT E-LINE NAME (RED BEAM)
	UPLIGHT F-LINE NAME (RED BEAM)
	UPLIGHT G-LINE NAME (RED BEAM)
	UPLIGHT H-LINE NAME (RED BEAM)
	UPLIGHT I-LINE NAME (RED BEAM)
	UPLIGHT J-LINE NAME (RED BEAM)
	UPLIGHT K-LINE NAME (RED BEAM)
	UPLIGHT L-LINE NAME (RED BEAM)
	UPLIGHT M-LINE NAME (RED BEAM)
	UPLIGHT N-LINE NAME (RED BEAM)
	UPLIGHT O-LINE NAME (RED BEAM)
	UPLIGHT P-LINE NAME (RED BEAM)
	UPLIGHT Q-LINE NAME (RED BEAM)
	UPLIGHT R-LINE NAME (RED BEAM)
	UPLIGHT S-LINE NAME (RED BEAM)
	UPLIGHT T-LINE NAME (RED BEAM)
	UPLIGHT U-LINE NAME (RED BEAM)
	UPLIGHT V-LINE NAME (RED BEAM)
	UPLIGHT W-LINE NAME (RED BEAM)
	UPLIGHT X-LINE NAME (RED BEAM)
	UPLIGHT Y-LINE NAME (RED BEAM)
	UPLIGHT Z-LINE NAME (RED BEAM)



LL-4

of 5

0' 10' 20' 40'

Scale: 1" = 20'-0"

NORTH

Project No.: 13-0000000

Designed By: TSP

Drawn By: TSP

Checked By: TSP

Reviewed By: TSP

Approved By: TSP

Drawn Date: 12/28/2013

Drawn Time: 12:28:00

Drawn User: TSP

Drawn Path: TSP

Drawn Date: 12/28/2013

Drawn Time: 12:28:00

Drawn User: TSP

Drawn Path: TSP

Avenir - Parcel A Rec. Area

A Planned Community Development

Palm Beach Gardens, Florida

Uplighting Plans

Project No.: 13-0000000

Designed By: TSP

Drawn By: TSP

Checked By: TSP

Reviewed By: TSP

Approved By: TSP

Drawn Date: 12/28/2013

Drawn Time: 12:28:00

Drawn User: TSP

Drawn Path: TSP

urban design

studio

STUDIOS

Urban Planning & Design

Communication Graphics

10000 N. US Highway 1, Suite 100

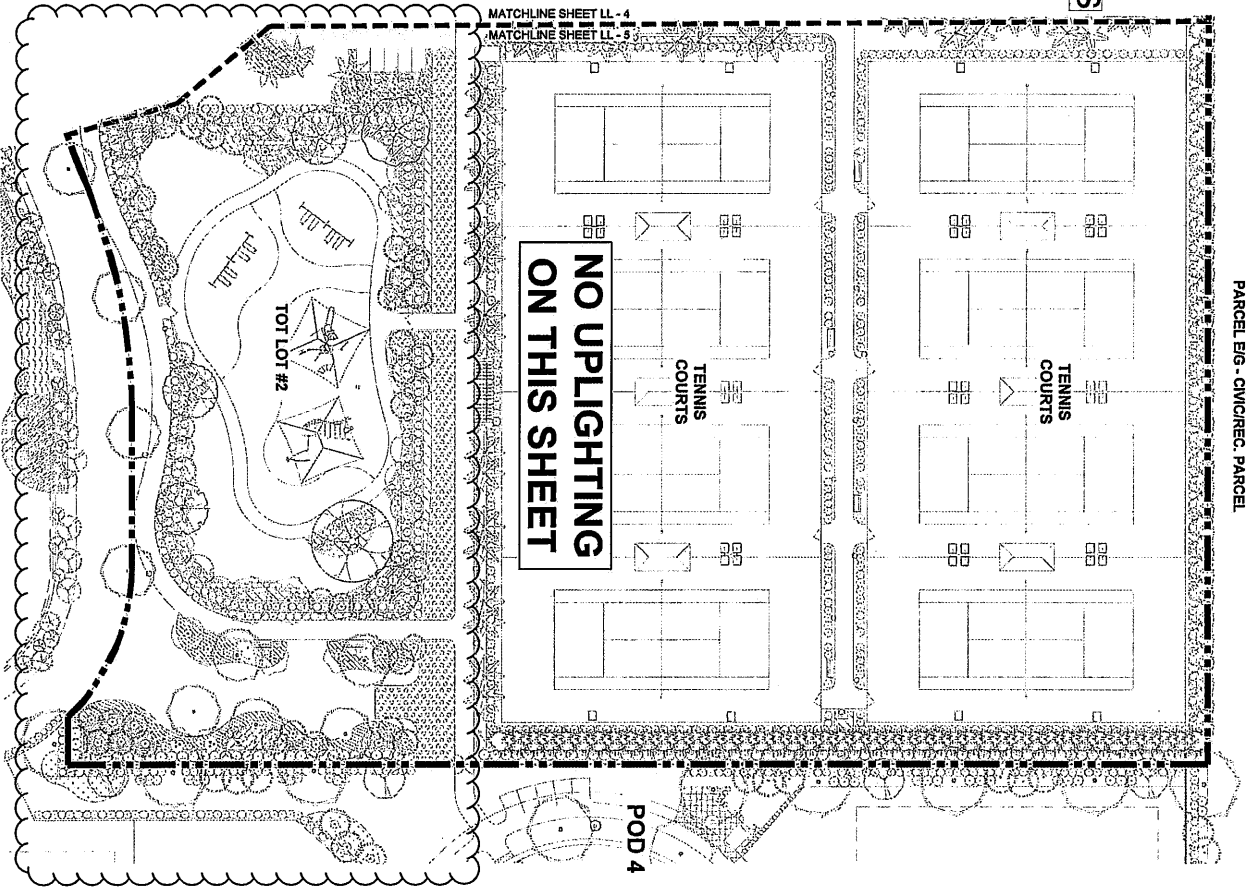
West Palm Beach, FL 33411

Phone: 561.833.1111

Fax: 561.833.1112

Web: www.urbandesignstudio.com

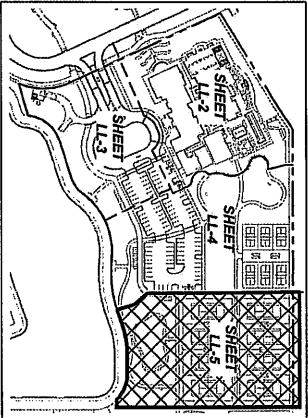
DELETE 24 TOTAL UPLIGHTS



DELETE 24 UPLIGHTS

SYMBOL	DESCRIPTION
◄	UPLIGHT A: 18W, WIDE (87) BEAM
◄◄	UPLIGHT B: 35W, MEDIUM (87) BEAM
◻	EXTERIOR GRADE ELECTRICAL OUTLET BOX (FOR SEASONAL LIGHTS)

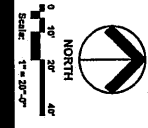
REFER TO SHEET LL-2 FOR QUANTITIES AND SPECIFICATIONS



LL-5
of 5

Project: Avenir - Parcel A Rec. Area
Project No.: 13-000-000
Designed By: TSP
Drawn By: MD
Check By: MD
Scale: 1" = 20'-0"

Revision:
1. 01/20/2013
2. 02/20/2013
3. 03/20/2013
4. 04/20/2013
5. 05/20/2013
6. 06/20/2013
7. 07/20/2013
8. 08/20/2013
9. 09/20/2013
10. 10/20/2013
11. 11/20/2013
12. 12/20/2013



Avenir - Parcel A Rec. Area
A Planned Community Development
Palm Beach Gardens, Florida
Uplighting Plans

Drawn by: TSP
Checked by: MD
Designed by: TSP
Project No: 13-000-000
Scale: 1" = 20'-0"

urban design
studio

Urban Planning & Design
Communication Graphics
10000 South State Road
West Palm Beach, FL 33407
Phone: 561.833.1111
Fax: 561.833.1112
www.urbandesignstudio.com

AVENIR CLUBHOUSE
UPLIGHT CHANGES

UNION US



TYPE	QTY	PRODUCT CODE	UNIT PRICE	SUB-TOTAL	TAX INC.
UPLIGHT ALT	214	16219-AZT	\$140.35	\$30,034.90	\$32,137.34
UPLIGHT SPECIFIED	54	B9DWHSP1	\$285.00	\$15,390.00	\$16,467.30
CREDIT				\$14,644.90	-\$15,670.04



Miami Gardens, Florida 33055
305.450.7231
www.rsyelectric.com

July 18th, 2021

Kast Construction
ATTN: Morgan Niznik

RE: Revision 21 Landscaping Up Lights Credit

Dear Morgan,

RSY is pleased to provide the following Credit Change order for **\$-1,625.25** as shown on the Revision #21 dated 04.21.2021.

Pricing Inclusions:

- LL-C – No scope change
- LL-2 – Deleted 1 landscaping uplights. RSY removed labor, conduit and wiring whips for these lights.
- LL-3 – Deleted 9 landscaping uplights. RSY removed labor, conduit and wiring whips for these lights.
- LL-4 – Deleted 33 landscaping uplights. RSY removed labor, conduit and wiring whips for these lights.
- LL-5 – No scope change

Pricing Exclusions:

- Coredrilling/chipping/X-Ray services
- Overtime or expedited labor
- Nightwork
- Fixtures by Kast/Union

Clarifications:

- RSY entitled to same overhead as outlined in the prime contract

RSY Electric would like to thank you for this opportunity to work together. If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Julio Cesar Enriquez". The signature is stylized with several vertical strokes and a horizontal line at the end.

Julio Cesar Enriquez
Project Manager
RSY Electric Inc
786.999.4232



PCCO #021

KAST Construction Company, LLC
701 Northpoint Pkwy, Suite 400
West Palm Beach, Florida 33407
Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE
12255 Avenir Drive
Palm Beach Gardens, Florida 33412
Phone: 561-689-2910

Prime Contract Change Order #021: PCO's 120-122

TO:	Avenir Development, LLC, a Florida limited liability company 777 S. Flagler Drive, STE 500 E West Palm Beach , Florida 33401	FROM:	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida 33407
DATE CREATED:	3/ 07 /2022	CREATED BY:	Sara Carroll (KAST CONSTRUCTION)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:	Virginia Cepero (The Avenir Community Development Distr)	REVIEWED BY:	
DUE DATE:	03/14 /2022	REVIEW DATE:	
INVOICED DATE:		CONTRACT FOR:	1:AVENIR CLUBHOUSE Prime Contract
SCHEDULE IMPACT:	0 days	EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		TOTAL AMOUNT:	(\$47,481.98)

DESCRIPTION:

PCCO to capture prevous approved PCO's with the exception of PCO #122. This went straight to a PCCO for approval. Misc permit fees from exit sign changes and latest recoding of the expired NOC.

ATTACHMENTS:

[PCO #122 Misc Permit Fees.pdf](#) [PCO #121 Landscape Reconciliation executed.pdf](#) [PCO #120 executed.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
120	Credit for Pool Deck Cabanas	0 days	(50,190.25)
121	Landscape Reconciliation		2,461.53
122	Add'l Permit Fees		246.74
TOTAL:			(\$47,481.98)

CHANGE ORDER LINE ITEMS:

PCO # 120 : Credit for Pool Deck Cabanas

#	Cost Code	Description	Type	Amount
1	05-500 - MISC METAL	Credit to owner for Cabanas, Owner Installed	SUBCONTRACTOR	(\$48,450.00)
Subtotal:				(\$48,450.00)
Insurance : 1.20 % of 17-025 - INSURANCE				(581.40)
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				(490.31)
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				(668.54)
Grand Total:				(\$50,190.25)



PCCO #021

PCO # 121 : Landscape Reconciliation

#	Cost Code	Description	Type	Amount
1	02-900 - LANDSCAPING	Misc. LS Final Inspection Changes	SUBCONTRACTOR	\$ 4,338.00
2	02-900 - LANDSCAPING	Sod Changes from Bermuda to St/ Augustine	SUBCONTRACTOR	(\$9,720.00)
3	02-900 - LANDSCAPING	Added Root Barrier at Tennis Courts as per RFI 161	SUBCONTRACTOR	\$ 8,974.00
4	02-900 - LANDSCAPING	Deletion of Sweet Vibrium as per RFI 161	SUBCONTRACTOR	(\$10,050.00)
5	02-900 - LANDSCAPING	Removal of the Dwarf Podocarpus at Oolite	SUBCONTRACTOR	\$ 6,750.00
6	02-900 - LANDSCAPING	Replace 57 Clusia at North Perimeter of Site	SUBCONTRACTOR	\$ 1,425.00
7	02-900 - LANDSCAPING	Add'l Punch Items as Per CoPBG Final DC Walk	SUBCONTRACTOR	\$ 450.00
Subtotal:				\$2,167.00
Insurance : 1.20 % of 17-025 - INSURANCE				26.00
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				21.93
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				29.90
OH&P: 10.00 % of 99-001 - Overhead Profit				216.70
Grand Total:				\$2,461.53

PCO # 122 : Add'l Permit Fees

#	Cost Code	Description	Type	Amount
1	01-102 - PERMIT FEE'S	Record NOC for Athletic Courts	OTHER	\$ 14.60
2	01-102 - PERMIT FEE'S	Exit Sign Changes Rev as per Fire Dept	OTHER	\$ 201.93
Subtotal:				\$216.53
Insurance : 1.20 % of 17-025 - INSURANCE				2.60
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				2.19
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				2.99
OH&P: 10.00 % of 99-001 - Overhead Profit				22.43
Grand Total:				\$246.74

The original (Contract Sum)	\$ 10,117,140.00
Net change by previously authorized Change Orders	\$ 3,058,299.71
The contract sum prior to this Change Order was	\$ 13,175,439.71
The contract sum would be changed by this Change Order in the amount of	(\$47,481.98)
The new contract sum including this Change Order will be	\$ 13,127,957.73
The contract time will not be changed by this Change Order by 0 days	
The Revised Substantial Completion Date will be	

Don Durante (RANDALL STOFFT ARCHITECTS)


42 NORTH SWINTON AVE., SUITE 1
DELRAY BEACH Florida 33444


Avenir Development, LLC, a Florida limited liability company


777 S. Flagler Drive, STE 500 E
West Palm Beach Florida 33401

KAST CONSTRUCTION

701 Northpoint Pkwy, Suite 400
West Palm Beach Florida 33407

DocuSigned by:

 163921AC45934A8...
SIGNATURE **DATE** 4/5/2022

DocuSigned by:

 87BACAF654C450...
SIGNATURE **DATE** 4/5/2022

DocuSigned by:

 F2FF2F188FF9400...
SIGNATURE **DATE** 3/23/2022



PCO #122

KAST Construction Company, LLC
701 Northpoint Pkwy, Suite 400
West Palm Beach, Florida 33407
Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE
12255 Avenir Drive
Palm Beach Gardens, Florida 33412
Phone: 561-689-2910

Prime Contract Potential Change Order #122: Add'l Permit Fees

TO:	Avenir Development, LLC, a Florida limited liability company 777 S. Flagler Drive, STE 500 E West Palm Beach Florida, 33401	FROM:	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida, 33407
PCO NUMBER/REVISION:	122 / 0	CONTRACT:	1 - AVENIR CLUBHOUSE Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Sara Carroll (KAST CONSTRUCTION)
STATUS:	Pending - In Review	CREATED DATE:	3/7 /2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		TOTAL AMOUNT:	\$246.74

POTENTIAL CHANGE ORDER TITLE: Add'l Permit Fees

CHANGE REASON: AHJ

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Permit fee's for exit sign chnages and the latest NOC rcording missed in prior PCO's submissions.

ATTACHMENTS:

[S Carroll Expense 220118.pdf](#) [Expense Form \(Nov to Dec 2021 M.Niznik\).pdf](#)

#	Cost Code	Description	Type	Amount
1	01-102 - PERMIT FEE'S	Record NOC for Athletic Courts	OTHER	\$ 14.60
2	01-102 - PERMIT FEE'S	Exit Sign Changes Rev as per Fire Dept	OTHER	\$ 201.93
Subtotal:				\$216.53
Insurance :				\$ 2.60
Kast P&P Bond :				\$ 2.19
SDI:				\$ 2.99
OH&P:				\$ 22.43
Grand Total:				\$246.74

By signing below, Owner and Contractor indicate their agreement upon the adjustments to the Guaranteed Maximum Price and Contract Time described in this Prime Contract Potential Change Order (PCO), and by signing shall convert this PCO to a Change Order as defined in the General Conditions of the Contract for Construction, which may be recapped in a subsequent formal Prime Contract Change Order (PCCO) document.

Avenir Development, LLC, a Florida limited liability company

777 S. Flagler Drive, STE 500 E
West Palm Beach , Florida 33401

KAST CONSTRUCTION

701 Northpoint Pkwy, Suite 400
West Palm Beach, Florida 33407

DocuSigned by:

4/5/2022

SIGNATURE

DATE

DocuSigned by:

3/23/2022

SIGNATURE

DATE



PCO #121

KAST Construction Company, LLC
701 Northpoint Pkwy, Suite 400
West Palm Beach, Florida 33407
Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE
12255 Avenir Drive
Palm Beach Gardens, Florida 33412
Phone: 561-689-2910

Prime Contract Potential Change Order #121: Landscape Reconciliation

TO:	Avenir Development, LLC, a Florida limited liability company 777 S. Flagler Drive, STE 500 E West Palm Beach Florida, 33401	FROM:	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida, 33407
PCO NUMBER/REVISION:	121 / 0	CONTRACT:	1 - AVENIR CLUBHOUSE Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Sara Carroll (KAST CONSTRUCTION)
STATUS:	Pending - In Review	CREATED DATE:	1/31 /2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	Unknown at This Time	TOTAL AMOUNT:	\$2,461.53

POTENTIAL CHANGE ORDER TITLE: Landscape Reconciliation

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #164 - REV 30 LS Buffer Deletion E Site Wall

Deletion of the landscape buffer at the east site wall as per Rev 30

CE #179 - RFI 178: AHJ Landscaping Changes @ Pool & AHJ Inspection Changes

Landscaping changes & Electrical Requirements @ Pool - Due to AHJ and During Pool Punch Walk. AHJ wanted transformers at pool deck to be painted and landscaping added around them.

In addition on a 2nd walk, AHJ requested that larger plants be added or swapped for the 4 planters at the 4 corners of the pool.

CE #184 - RFI 177 Site Sod Changes

At the request of the owner and owner's rep, the areas on the landscaping plans calling for Bermuda sod/turf were to be changed to St. Augustine sod for ease of maintenance in the future.

CE #189 - RFI 161 Added SUA Water Main Extension - Changes & Direction

Added root barrier at the Tennis Courts and deleted Sweet Vibrium at the east wall as per RFI 161.

CE #190 - Dwarf Podocarpus Removal at Oolite

Removal of Dwarf Podocarpus at the perimeter of the building. This was at the owners request to expose the oolite stone at the perimeter of the building.

CE #191 - Addt'l Punchlist Items Requested by LS Arch

Additional plant material requested via punch list by Insite Studios. Punch items #258, #259, #260

ATTACHMENTS:

[Arazoza RFI 161 Punch Items Root Barrier.pdf](#) [_Arazoza RFI 161.pdf](#) [_Arazoza RFI 177.pdf](#) [_Arazoza Dwarf Podocarpus Oolite.pdf](#) [_Arazoza RFI 178.pdf](#)

#	Cost Code	Description	Type	Amount
1	02-900 - LANDSCAPING	Misc. LS Final Inspection Changes	SUBCONTRACTOR	\$ 4,338.00
2	02-900 - LANDSCAPING	Sod Changes from Bermuda to St/ Augustine	SUBCONTRACTOR	(\$9,720.00)
3	02-900 - LANDSCAPING	Added Root Barrier at Tennis Courts as per RFI 161	SUBCONTRACTOR	\$ 8,974.00
4	02-900 - LANDSCAPING	Deletion of Sweet Vibrium as per RFI 161	SUBCONTRACTOR	(\$10,050.00)




PCO #121


5	02-900 - LANDSCAPING	Removal of the Dwarf Podocarpus at Oolite	SUBCONTRACTOR	\$ 6,750.00
6	02-900 - LANDSCAPING	Replace 57 Clusia at North Perimeter of Site	SUBCONTRACTOR	\$ 1,425.00
7	02-900 - LANDSCAPING	Add'l Punch Items as Per CoPBG Final DC Walk	SUBCONTRACTOR	\$ 450.00
Subtotal:				\$2,167.00
Insurance :				\$ 26.00
Kast P&P Bond :				\$ 21.93
SDI:				\$ 29.90
OH&P:				\$ 216.70
Grand Total:				\$2,461.53

By signing below, Owner and Contractor indicate their agreement upon the adjustments to the Guaranteed Maximum Price and Contract Time described in this Prime Contract Potential Change Order (PCO), and by signing shall convert this PCO to a Change Order as defined in the General Conditions of the Contract for Construction, which may be recapped in a subsequent formal Prime Contract Change Order (PCCO) document.

Avenir Development, LLC, a Florida limited liability company
777 S. Flagler Drive, STE 500 E
West Palm Beach , Florida 33401

KAST CONSTRUCTION
701 Northpoint Pkwy, Suite 400
West Palm Beach, Florida 33407

DocuSigned by:

87BACAFC654C450...
SIGNATURE
4/15/2022
DATE

DocuSigned by:

F2FF2F188FF9400...
SIGNATURE
3/13/2022
DATE



7027 SW 87 Ct, Miami, FL 33173 - (305) 246-3223 Fax (305) 246-0481

Project: 1345 - Avenir Clubhouse w/ KAST - REV11 9.13.21 & Punshlist 260,259,258, Clusisas Electrical Panel - CO #6

Previous	Previous Landscape Change Orders Total	Lump Sum	1	(\$886,705.00)	(\$886,705.00)
----------	--	----------	---	----------------	----------------

Deduct	Viburnum awabuki/Sweet Viburnum	25 Gal., 6' Ht. X 3' Spr.	(67.00)	\$150.00	(\$10,050.00)
Total Deductions					(\$10,050.00)

Add	Clusia guttifera/Small-Leaf Clusia	25 Gal., 6' Ht. X 4' Spr.	8.00	\$200.00	\$1,600.00
Add	Ficus microcarpa 'Green Island'/Green Island Ficus	3 Gal., 12" X 12"	32.00	\$7.00	\$224.00
Add	Root Barrier	Linear Feet	550.00	\$13.00	\$7,150.00
Total Additions					\$8,974.00

Total Changes in Scope (\$1,076.00)

Revised Contract Amount

Notes:
*

Arazoza Brothers Corp.(Signature)

Date

Print Name & Title

Date

Approved By (Signature)

Date

Print Name & Title

Date



7027 SW 87 Ct, Miami, FL 33173 - (305) 246-3223 Fax (305) 246-0481

Project: 1345 - Avenir Clubhouse w/ KAST - Root Barrier - Tennis Court - CO #4

Previous	Previous Landscape Change Orders Total	RFI 161	Lump Sum	1	(\$901,805.00)	(\$901,805.00)
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Recreational Area

Add	Root Barrier	Linear Feet	550.00	\$13.00	\$7,150.00
Sub-Total Recreational Area					\$7,150.00
Total Additions					\$7,150.00
Total Changes in Scope					\$7,150.00
Revised Contract Amount					

Notes:
* Requested by Morgan

Arazoza Brothers Corp.(Signature)	Date
Print Name & Title	Date
Approved By (Signature)	Date
Print Name & Title	Date



7027 SW 87 Ct, Miami, FL 33173 - (305) 246-3223 Fax (305) 246-0481

Project: 1345 - Avenir Clubhouse w/ KAST - REV11 9.13.21 & Punshlist 260,259,258, Clusisas Electrical Panel - CO #6

Previous	Previous Landscape Change Orders Total	RFI 161	Lump Sum	1	(\$886,705.00)	(\$886,705.00)
----------	--	----------------	----------	---	----------------	----------------

Recreational Area

Deduct	Viburnum awabuki/Sweet Viburnum	25 Gal., 6' Ht. X 3' Spr.	(67.00)	\$150.00	(\$10,050.00)
Sub-total Recreational Area					(\$10,050.00)
Total Deductions					(\$10,050.00)

Recreational Area

Add	Clusia guttifera/Small-Leaf Clusia	25 Gal., 6' Ht. X 4' Spr.	8.00	\$200.00	\$1,600.00
Add	Ficus microcarpa 'Green Island'/Green Island Ficus	3 Gal., 12" X 12"	32.00	\$7.00	\$224.00
Sub-Total Recreational Area					\$1,824.00
Total Additions					\$1,824.00

~~Total Changes in Scope (\$8,226.00)~~

~~Revised Contract Amount~~

Notes:
*

_____	_____
Arazoza Brothers Corp.(Signature)	Date
_____	_____
Print Name & Title	Date
_____	_____
Approved By (Signature)	Date
_____	_____
Print Name & Title	Date



7027 SW 87 Ct, Miami, FL 33173 - (305) 246-3223 Fax (305) 246-0481

Project: 1345 - Avenir Clubhouse w/ KAST - RFQ#014:RFI 177 Site Sod Changes From Bermuda to Floratam - CO #8

Deduct	Bermuda 'Celebration'/Bermuda Grass	Square Feet	(32,400.00)	\$0.80	(\$25,920.00)
Total Deductions					(\$25,920.00)
Add	St. Augustine Sod	Square Feet	32,400.00	\$0.50	\$16,200.00
Total Additions					\$16,200.00
Total Changes in Scope					(\$9,720.00)

Notes:
* Change order at the request of the owner and owner's rep.

Arazoza Brothers Corp.(Signature)

Print Name & Title

Approved By (Signature)

Print Name & Title

Date

Date

Date

Date



7027 SW 87 Ct, Miami, FL 33173 - (305) 246-3223 Fax (305) 246-0481

Project: 1345 - Avenir Clubhouse w/ KAST - Podocarpus for Oolite Wall - CO #5

Previous	Previous Landscape Change Orders Total	Owner Request	Lump Sum	1	(\$894,655.00)	(\$894,655.00)
----------	--	---------------	----------	---	----------------	----------------

Clubhouse						
Add	Ptychosperma elegans/Alexander Palm	8' CT.	3.00	\$400.00	\$1,200.00	
					Sub-Total Clubhouse	\$1,200.00
Recreational Area						
Add	Dwarf Podocarpus macrophyllus/Yew Pine	7 Gal., 4' X 24"	225.00	\$30.00	\$6,750.00	
					Sub-Total Recreational Area	\$6,750.00
					Total Additions	\$7,950.00
					Total Changes in Scope	\$7,950.00
Revised Contract Amount						

Notes:
* Requested by Keith.

Arazoza Brothers Corp.(Signature)

Print Name & Title

Approved By (Signature)

Print Name & Title

Date

Date

Date

Date



7027 SW 87 Ct, Miami, FL 33173 - (305) 246-3223 Fax (305) 246-0481

Project: 1345 - Avenir Clubhouse w/ KAST - Additinal Clusia & Green island ficus Pool Area - CO #7

Previous	Previous Landscape Change Orders Total	RFI 178	Lump Sum	1	(\$894,931.00)	(\$894,931.00)
----------	--	---------	----------	---	----------------	----------------

Recreational Area

Add	Clusia guttifera/Small-Leaf Clusia (CO#1)	6'HT	30.00	\$125.00	\$3,750.00
Add	Ficus microcarpa 'Green Island'/Green Island Ficus	3 Gal., 12" X 12"	84.00	\$7.00	\$588.00
Sub-Total Recreational Area					\$4,338.00
Total Additions					\$4,338.00
Total Changes in Scope					\$4,338.00

Revised Contract Amount

Notes:
* Requested by Morgan

Arazoza Brothers Corp.(Signature)	Date
Print Name & Title	Date
Approved By (Signature)	Date
Print Name & Title	Date



PCO #120

KAST Construction Company, LLC
701 Northpoint Pkwy, Suite 400
West Palm Beach, Florida 33407
Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE
12255 Avenir Drive
Palm Beach Gardens, Florida 33412
Phone: 561-689-2910

Prime Contract Potential Change Order #120: Credit for Pool Deck Cabanas

TO:	Avenir Development, LLC, a Florida limited liability company 777 S. Flagler Drive, STE 500 E West Palm Beach Florida, 33401	FROM:	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida, 33407
PCO NUMBER/REVISION:	120 / 0	CONTRACT:	1 - AVENIR CLUBHOUSE Prime Contract
REQUEST RECEIVED FROM:	Morgan Niznik (KAST CONSTRUCTION)	CREATED BY:	Sara Carroll (KAST CONSTRUCTION)
STATUS:	Pending - In Review	CREATED DATE:	1/27 /2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:	Pool/Spa>Pool>Cabanas	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	Unknown at This Time	TOTAL AMOUNT:	(\$50,190.25)

POTENTIAL CHANGE ORDER TITLE: Credit for Pool Deck Cabanas


CHANGE REASON: KAST Initiated

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Credit for Pool Deck Cabanas purchased and installed by owner.

ATTACHMENTS:

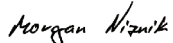
#	Cost Code	Description	Type	Amount
1	05-500 - MISC METAL	Credit to owner for Cabanas, Owner Installed	SUBCONTRACTOR	(\$48,450.00)
Subtotal:				(\$48,450.00)
Insurance :				(\$581.40)
Kast P&P Bond :				(\$490.31)
SDI:				(\$668.54)
Grand Total:				(\$50,190.25)

Avenir Development, LLC, a Florida limited liability company
777 S. Flagler Drive, STE 500 E
West Palm Beach , Florida 33401


SIGNATURE

2/9/22
DATE

KAST CONSTRUCTION
701 Northpoint Pkwy, Suite 400
West Palm Beach, Florida 33407

DocuSigned by:

80471993BAAF45B...
SIGNATURE

2/11/2022

DS
MS

DATE

**PCO #052**

KAST Construction Company, LLC
 701 Northpoint Pkwy, Suite 400
 West Palm Beach, Florida 33407
 Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE
 12255 Avenir Drive
 Palm Beach Gardens, Florida 33412
 Phone: 561-689-2910

Prime Contract Potential Change Order #052: RFI 122/RFI 091 R1 Cabana Surfacing and Specified Product on Dwgs

TO:	Avenir Development, LLC, a Florida limited liability company 777 S. Flagler Drive, STE 500 E West Palm Beach Florida, 33401	FROM:	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida, 33407
PCO NUMBER/REVISION:	052 / 0	CONTRACT:	1 - AVENIR CLUBHOUSE Prime Contract
REQUEST RECEIVED FROM:	Morgan Niznik (KAST CONSTRUCTION)	CREATED BY:	Sara Carroll (KAST CONSTRUCTION)
STATUS:	Pending - In Review	CREATED DATE:	4/6 /2021
REFERENCE:	RFI 122/RFI 090 R1	PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:	Pool/Spa>Pool Deck	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	TOTAL AMOUNT:	\$41,487.30

POTENTIAL CHANGE ORDER TITLE: RFI 122/RFI 091 R1 Cabana Surfacing and Specified Product on Dwgs

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Please find the additional costs for the re-designed pool Cabanas, structural support and surfacing via RFI 90 r1 and RFI 122.

On RFI 90 rev1 a new drawing was issued (HP.10) showing a more specific and new design of Cabanas. The design provided had follow up questions via RFI 122 surfacing and structural support.

Cost breakdown of proposed alt design option via our aluminum subcontractor Artistic to fabricate and install sooner than the Tucci lead time of 6 to 8 weeks from deposit and will be engineered to be permanent structures:

- 34,120 budget + \$48,450 F&I aluminum engineered cabanas + \$13,876 structural footings + \$8202 Artificial grass = \$36,408 Total for PCO (need to confirm turf #)

Tucci option for comparison is:

- 34,120 budget + \$65,388 Tucci Furnish only cabanas + \$6270 Install only cabanas + \$13,876 structural footings + \$8202 Artificial grass = \$59,616 for Tucci (need to confirm Tucci shipping # & turf #)

\$

Difference from Alt: \$23,208

ATTACHMENTS:

[Artistic RFI 122 cabana proposal Alt F&I.pdf](#) [Artistic RFI 122 Cabana proposal install only.pdf](#) [Tucci Install Instru - Wall Panel.pdf](#) [Tucci Kast Avenir Club House Configurator Form.pdf](#) [Tucci price from Casual Furniture.pdf](#) [NSC 3-22-21 Avenir Clubhouse Cabana Footing Pads.pdf](#) [Artistic CO6 - Cabana proposal install only.pdf](#) [Avenir CH - Budget Proposal for Cabanas - KAST 210405.pdf](#) [Artistic - cabana proposal Alt F&I.pdf](#) [Artistic - CABANAS dwg.pdf](#) [210105 Rev HP, LS \(added sheets\).pdf](#) [210112 Rev Str.pdf](#) [3-22-21 Avenir Clubhouse Cabana Footing Pads.pdf](#)

#	Cost Code	Description	Type	Amount
1	02-902 - ARTIFICIAL TURF	F&I Artificial Grass	SUBCONTRACTOR	\$ 8,202.00



PCO #052

2	03-300 - CONCRETE	Cabana Footings	SUBCONTRACTOR	\$ 13,876.00
3	05-250 - ALUMINIUM FABRICATIONS	Alt F&I Cabanas	SUBCONTRACTOR	\$ 48,450.00
4	10-536 - CANVAS AWNING	Original Budget	SUBCONTRACTOR	(\$34,120.00)
Subtotal:				\$36,408.00
Insurance : 1.20% Applies to all line item types.				\$ 436.90
Kast P&P Bond : 1.00% Applies to all line item types.				\$ 368.45
SDI: 1.35% Applies to all line item types.				\$ 502.38
OH&P: 10.00% Applies to all line item types.				\$ 3,771.57
Grand Total:				\$41,487.30

Avenir Development, LLC, a Florida limited liability company
 777 S. Flagler Drive, STE 500 E
 West Palm Beach , Florida 33401

SIGNATURE

DATE

KAST CONSTRUCTION
 701 Northpoint Pkwy, Suite 400
 West Palm Beach, Florida 33407

SIGNATURE

DATE

4/20/21

ARTISTIC CUSTOM RAILING

5100 NE 12th AVE UNIT D
OAKLAND PARK FLORIDA 33334
TEL: 954-348-9752

Job Name: Avenir Clubhouse Cabana's Date: 4/2/2021
 Job Address: Northlake Blvd & Coconut Blvd City/State/Zip: Palm Beach Gardens, FL 33412
 Development: _____ Lot: _____ Block: _____
 Contractor: Kast Build Telephone: _____
 Billing Address: 701 Northpoint Parkway, Ste 400 City/State/Zip: WPB, FL 33407
 E-Mail: rgrace@kastbuild.com Cell: Morgan 917-578-6093 Fax: _____

Job Description: Fabricate & Install
 (6) Cabana's
 6"x6" Columns w/10"x1/2"x0'-10" Base Plates w/(4)1/2" Threaded Rod Epoxied
 6"x6" Top Beams attached to columns
 Side panels w/3/4"x1-1/2" Horizontal Slats Welded to Flatbar
 Flat Bar mechanically Fastened to Columns
 Roof to consist of 3/4"x1-1/2" Slats @ 2" Clr Space, Panels welded to 1/4" Flatbar
 Flatbar Mechanically Fastened to Beams
 Finish to be Kynar, Color to be Determined
Total Cost Each Cabana---\$8,075.00 x 6 Cabanas == \$48,450.00

Purchaser: X _____ Representative: X Carlton Dwyer

Co-Purchaser: X _____ Approved By: X _____

In the event either party is required to enforce this agreement or take any action to collect any sums due hereunder, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred both at the trial level and on any appeal. While in default, the balance due hereunder shall bear interest at the rate of 1 1/2% per month. This is not an agreement until signed by the Buyer and Seller's representative and approved by an Officer of the Seller.

CHANGE ORDER NO. 2

Date of Issuance:	October 28, 2021	Effective Date:	October 28, 2021
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:

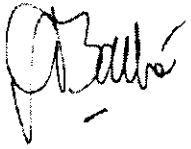
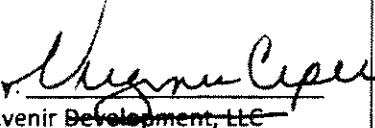

Description:

- Additional cost for sod installation (price increase) - \$197,888.00
- Pump station canal relocation - \$18,698.00

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. <u>0</u> to No. <u>1</u> : \$257,287.50	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$20,868,677.50	Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$216,586.00	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$21,085,263.50	Contract Times with all the approved Change Orders: None	
<p>RECOMMENDED:</p>  <p>By: _____ Ballbé & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>10/28/2021</u></p>	<p>ACCEPTED:</p>  <p>By: _____ Avenir Development, LLC CDD By: <u>CHAIR</u> <u>VIRGINIA CAPIRO</u></p> <p>Date: <u>2/17/2022</u></p>	<p>ACCEPTED:</p>  <p>By: _____ H and J Contracting, Inc. Jeremy Rury Vice President</p> <p>Date: <u>2/18/22</u></p>

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

To:	Avenir Development, LLC	Contact:	Manny Mato
Address:	550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Phone:	
Project Name:	Avenir Earthwork Phase 2- Bahia Sod Increase	Fax:	
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Number:	198-20
		Bid Date:	08/05/2021

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
4	400	Bahia Sod At Lake Slopes And Dry Retention Area (28' Width From Edge Of Water To Back Of LME)	618,400.00	SY	\$0.32	\$197,888.00

Total Bid Price: \$197,888.00

Notes:

- This proposal is based on plans and specifications prepared by Balibe & Associates entitled Avenir - Phase Two dated 10/14/2020, and subject to the following provisions:
- The price quoted herein are due to impending cost increases since and/or from original proposal dated 10/14/20

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

08/05/2021 1:51:18 PM

Page 1 of 1

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Development, LLC	Contact:	Manny Mato
Address:	550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Phone:	
		Fax:	
Project Name:	Avenir Earthwork Phase 2-Pump Station Bypass Canal-CO REV	Bid Number:	Change Order
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Date:	8/18/2021

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	100	Mobilization	1.00	LS	\$1,100.00	\$1,100.00
2	200	Construction Layout And Asbuilts	1.00	LS	\$1,500.00	\$1,500.00
3	300	Excavate Bypass Canal Around Pump Station	8,699.00	SY	\$1.60	\$13,918.40
4	400	Fill And Restore Bypass Canal	8,699.00	SY	\$2.40	\$20,877.60
	500	Preferred Customer Discount 50% Cost Split	1.00	LS	(\$18,698.00)	(\$18,698.00)

Total Bid Price: \$18,698.00

Notes:

- This proposal is based on plans and specifications prepared by Balibe' and Associates' entitled Dewatering Canal Relocation Plan dated 08/05/21. and subject to the following provisions.
- The prices included herein do not include cost of payment and performance bonds, permits, engineering, or testing.
- Final quantities to be determined by field measurements.
- The prices quoted herein include (1) mobilization(s). Additional mobilizations will be billed at \$1,500.00 ea.

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

8/18/2021 10:49:46 AM

Page 1 of 1

CHANGE ORDER NO. 2

Date of Issuance:	October 28, 2021	Effective Date:	October 28, 2021
Owner:	Avenir Community Development District 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	2201906
Project:	AVENIR PARCEL A-4 SITE INFRASTRUCTURE	Contract Name:	Construction Contract (Site Infrastructure)

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

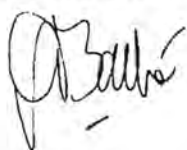

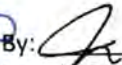
Description:

1. Additional sidewalk installation common area - \$5,828.50

Attachments:

- Exhibit "A" – Change Order by Centerline, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$2,378,857.90	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$105,605.63	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : None
Contract Price prior to this Change Order: \$2,484,463.53	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

[Increase] [Decrease] of this Change Order \$5,828.50	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$2,490,292.03	Contract Times with all the approved Change Orders: None	
<p>RECOMMENDED:</p>  <p>By: _____ Ballbé & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>10/28/2021</u></p>	<p>ACCEPTED:</p>  <p>By: _____ Avenir Community Development District</p> <p>Date: <u>10/28/2021</u></p>	<p>ACCEPTED:</p>  <p>By: _____ H and J Contracting, Inc. Jeremy Rury Vice President</p> <p>Date: <u>11-3-21</u></p>

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



EXHIBIT "A"

Page 3

Owner VC Contractor 8

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Kenco Communities	Contact:	Nelson Bennett
Address:	7700 Congress Avenue, Suite 2204 Boca Raton, FL 33487	Phone:	561-997-5760
		Fax:	561-997-2951
Project Name:	Avenir Pod A4 Additional Common Area Sidewalks	Bid Number:	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	04/20/2021

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	10	Added 4" Sidewalk South Of Lot 58	1,030.00	SF	\$3.95	\$4,068.50
	20	Added ADA Mat	55.00	SF	\$32.00	\$1,760.00

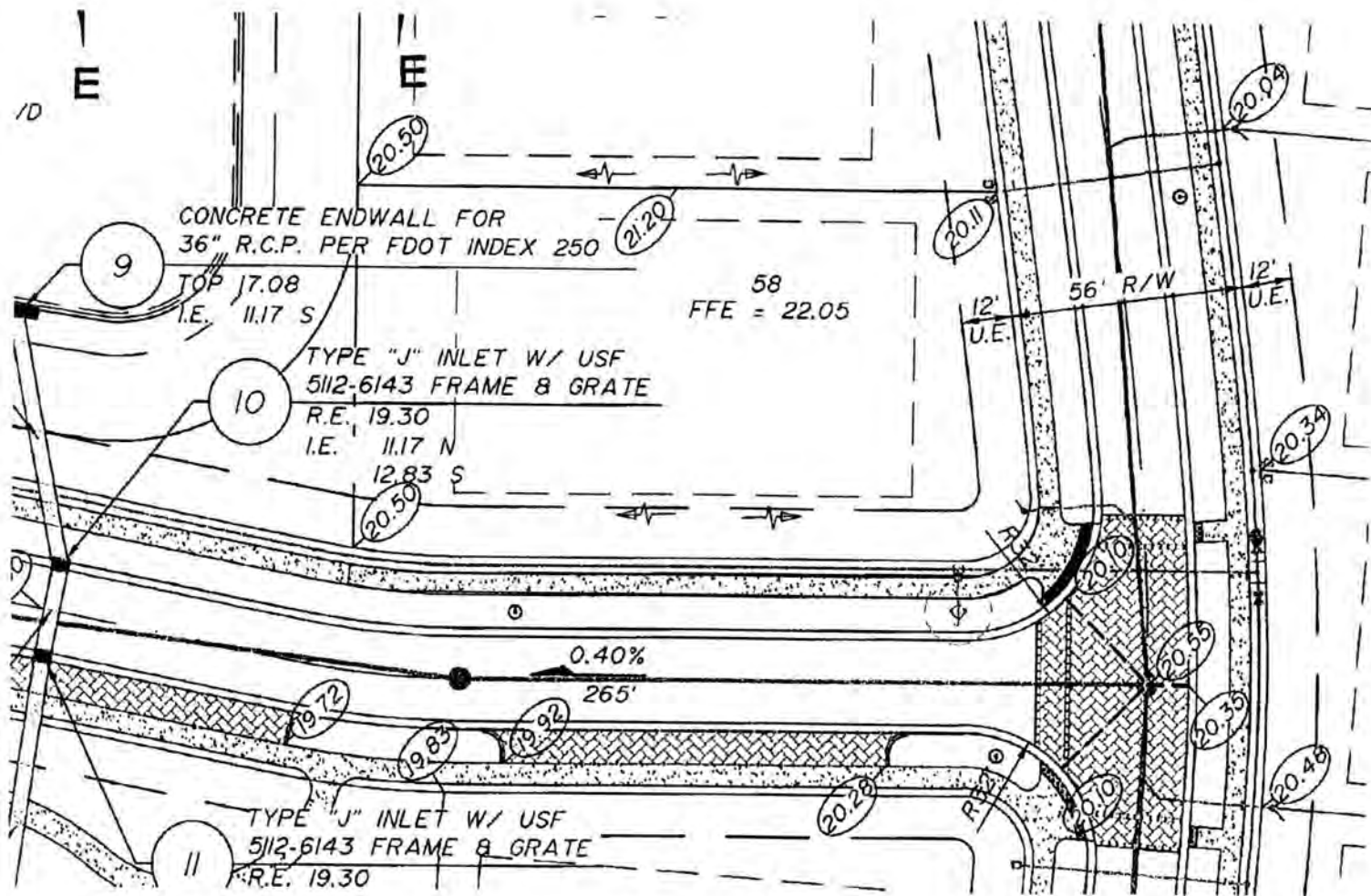
Total Bid Price: \$5,828.50

Notes:

- See attached 'Exhibit A'.

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

Q 4



Handwritten initials and a circled 'S'.



Celebrating
35
years

CAULFIELD & WHEELER, INC.

Consulting Engineers • Surveyors & Mappers

Engineering EB0003591
Surveying LB0003591
Landscape Architecture LC0000318

January 26, 2022

Proposal #01-22-169

Ms. Virginia Cepero
Avenir Community Development District
2501A Burns Road
Palm Beach Gardens, FL 33410-5207

Re: Agreement for professional services relating to the "AVENIR PUMP STATION PLAT" located in the City of Palm Beach Gardens, Palm Beach County, Florida.

Dear Ms. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR PUMP STATION". The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). PLAT CALCULATIONS AND RESEARCH

Consultant shall revise the Boundary Survey to include recent changes to the overall project that affects the boundary.

Fee..... \$850.00

2). PLAT CALCULATIONS AND RESEARCH

Consultant shall conduct research of adjacent recorded plats as required for the preparation of the proposed plat. Computations pertaining to the locations of roadways, lot lines, utility easements, and access points will be performed as required for the completion of the plat document.

Fee..... \$1,200.00

3). PLAT PREPARATION

Preparation of the preliminary plat in accordance with the regulations of the applicable governing agencies and the State of Florida Department of Professional Regulation. Services shall include drafting of the preliminary plat, delineating parcels, road rights-of-way and easements for initial review by governing agencies.

The following is a list of documents and/or statements of information that are required from the Owner/Developer for the preparation and processing of the plat document.

- A. **TITLE SEARCH REPORT** - This can be obtained from an attorney or abstract company. Include copies of all instruments.

TITLE CERTIFICATE - (Chapter 177, Florida Statutes) must be current and include:

- 1). Same land description as plat.
- 2). Record owner(s).
- 3). Mortgage(s). If none, certificate should so state.
- 4). Date through which public records were searched.
- 5). Original signature and seal.

- B. **NAMES AND TITLES** of people who will be signing plat as Owner(s) and, if applicable, Mortgagees.

- C. Current **PROPERTY TAX RECEIPT**.

- D. **NAME** of plat.

Fee.....\$5,700.00

4). PLAT MODIFICATIONS DURING AGENCY REVIEW

Caulfield & Wheeler, Inc. will only make modifications to the plat per agency comments. Preparation of applications and processing through the City of Palm Beach Gardens.

Fee.....\$2,000.00

5). PLAT RECORDING

Services include recording the final plat with the county.

Fee.....\$450.00

6). PERMANENT REFERENCE MONUMENTS

Consultant shall set permanent reference monuments (PRMs) along the subject boundary in accordance with Florida Statutes - Chapter 177.

Fee \$1,500.00

7). MEETING ALLOWANCE

Consultant shall attend meetings as required to keep the Owner/Developer informed as to progress and/or to resolve any problems which may arise.

Fee \$800.00

TOTAL FEE FOR SERVICES DEFINED ABOVE \$12,500.00

8). MISCELLANEOUS SERVICES

Any other miscellaneous services outside the scope of this contract, requested by the Client, will be performed at the prevailing hourly rates based upon actual work performed.

Principals.....	\$190.00/hr.
Expert Witness Testimony	\$275.00/hr.
Laser Scanning Survey Crew	\$250.00/hr.
GPS Survey Crew	\$165.00/hr.
Robotic Survey Crew	\$140.00/hr.
Field Survey Crew	\$140.00/hr.
Professional Land Surveyor	\$140.00/hr.
Engineering Design.....	\$140.00/hr.
Landscape Architect/Site Planning	\$135.00/hr.
CADD/Technician/Draftsperson.....	\$100.00/hr.
Office Technician.....	\$75.00/hr.
Engineering Inspector	\$90.00/hr.
Prints	\$0.30/s.f.
Mylars	\$4.50/s.f.
Federal Express/Overnight Deliveries	\$25.00/each
Federal Express First Overnight Deliveries	\$75.00/each
Courier Deliveries.....	Cost plus 10%

9). GENERAL PROVISIONS

- A. The terms of this agreement shall be effective for one (1) year from the date of execution of this contract and may be renegotiated at the option of the Consultant.
- B. Receipt of this agreement (signed by all parties) shall be considered by Caulfield & Wheeler, Inc. as notice to proceed.
- C. Statements for the professional services rendered by Caulfield & Wheeler, Inc. under this agreement will be invoiced monthly based on a work-in-progress or completed basis and payment is due upon the Client's receipt of the invoice or statement. Invoices not paid within 60 days of the date of the invoice shall be deemed delinquent. Upon any invoice or statement becoming delinquent, Caulfield & Wheeler, Inc. may:

- 1. Deem this agreement terminated. Caulfield & Wheeler, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or
- 2. Withhold all work product of Caulfield & Wheeler, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements is received; file lien against the property for all outstanding invoices.

Client acknowledges that Consultant will not be held liable for any damages incurred resulting from Consultant withholding work product or discontinuing services due to delinquency of payment of invoices on the part of the Client.

Caulfield & Wheeler, Inc. may request that the final statement be paid simultaneously with the delivery to the Client of the final work product due under this agreement. Fees for Caulfield & Wheeler, Inc.'s professional services under this agreement and costs incurred shall be due and payable by Client whether or not the Client, for any reason, fails or elects not to proceed with the Project.

- D. The Client shall be responsible for the payment of all reimbursable items (i.e. blueprints, printing, Engineering mylars, plat mylars, authorized travel, filing fees, permits, assessments, or governmental related fees).

- E. The obligation to provide further services under this agreement may be terminated by either party upon receipt of written notice within seven (7) days in the event of a substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant shall be paid for all services rendered to the date of termination including all reimbursable expenses and terminating expenses.
- F. Revisions and/or additional services requested outside the scope of this agreement will be invoiced at the prevailing hourly rates.
- G. All electronic files are the property of Caulfield & Wheeler, Inc. Hard copies of the data contained in the electronic files will be provided to Client upon request.
- H. This Agreement may be assigned to another entity upon payment in full of outstanding invoices sent prior to the assignment request.

**PURSUANT TO FLORIDA STATUTE 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

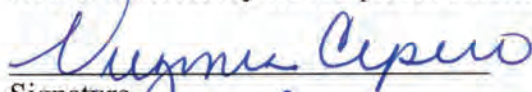
This agreement, consisting of five (5) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District



Signature

Virginia Cepero

Print Name

CHAIR

Title

1/28/2022

Date



CAULFIELD & WHEELER, INC.
Consulting Engineers • Surveyors & Mappers

Celebrating
35
years

Engineering EB0003591
Surveying LB0003591
Landscape Architecture LC0000318

March 31, 2022

Proposal #03-22-162

Ms. Virginia Cepero
Avenir Community Development District
2501A Burns Road
Palm Beach Gardens, FL 33410-5207

Re: Agreement for professional services relating to the "AVENIR POD 9 – LAKE INTERCONNECT EASEMENT" located in the City of Palm Beach Gardens, Palm Beach County, Florida.

Dear Ms. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR POD 9 – LAKE INTERCONNECT EASEMENT". The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). SKETCH OF DESCRIPTION FOR THE POD 9 – LAKE INTERCONNECT EASEMENT

Consultant shall prepare a sketch and legal description for the proposed POD 9 – Lake Interconnect in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Fee..... \$560.00

2). MISCELLANEOUS SERVICES

Any other miscellaneous services outside the scope of this contract, requested by the Client, will be performed at the prevailing hourly rates based upon actual work performed.

Principals.....	\$190.00/hr.
Expert Witness Testimony	\$275.00/hr.
Laser Scanning Survey Crew.....	\$250.00/hr.
GPS Survey Crew	\$165.00/hr.
Robotic Survey Crew.....	\$140.00/hr.
Field Survey Crew	\$140.00/hr.
Professional Land Surveyor.....	\$140.00/hr.
Engineering Design.....	\$140.00/hr.
Landscape Architect/Site Planning	\$135.00/hr.
CADD/Technician/Draftsperson.....	\$100.00/hr.
Office Technician.....	\$75.00/hr.
Engineering Inspector	\$90.00/hr.
Prints	\$0.30/s.f.
Mylars	\$4.50/s.f.
Federal Express/Overnight Deliveries	\$25.00/each
Federal Express First Overnight Deliveries	\$75.00/each
Courier Deliveries.....	Cost plus 10%

3). GENERAL PROVISIONS

- A. The terms of this agreement shall be effective for one (1) year from the date of execution of this contract and may be renegotiated at the option of the Consultant.
- B. Receipt of this agreement (signed by all parties) shall be considered by Caulfield & Wheeler, Inc. as notice to proceed.
- C. Statements for the professional services rendered by Caulfield & Wheeler, Inc. under this agreement will be invoiced monthly based on a work-in-progress or completed basis and payment is due upon the Client's receipt of the invoice or statement. Invoices not paid within 60 days of the date of the invoice shall be deemed delinquent. Upon any invoice or statement becoming delinquent, Caulfield & Wheeler, Inc. may:
 1. Deem this agreement terminated. Caulfield & Wheeler, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or
 2. Withhold all work product of Caulfield & Wheeler, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements is received; file lien against the property for all outstanding invoices.

Client acknowledges that Consultant will not be held liable for any damages incurred resulting from Consultant withholding work product or discontinuing services due to delinquency of payment of invoices on the part of the Client.

Caulfield & Wheeler, Inc. may request that the final statement be paid simultaneously with the delivery to the Client of the final work product due under this agreement. Fees for Caulfield & Wheeler, Inc.'s professional services under this agreement and costs incurred shall be due and payable by Client whether or not the Client, for any reason, fails or elects not to proceed with the Project.

- D. The Client shall be responsible for the payment of all reimbursable items (i.e. blueprints, printing, Engineering mylars, plat mylars, authorized travel, filing fees, permits, assessments, or governmental related fees).
- E. The obligation to provide further services under this agreement may be terminated by either party upon receipt of written notice within seven (7) days in the event of a substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant shall be paid for all services rendered to the date of termination including all reimbursable expenses and terminating expenses.
- F. Revisions and/or additional services requested outside the scope of this agreement will be invoiced at the prevailing hourly rates.
- G. All electronic files are the property of Caulfield & Wheeler, Inc. Hard copies of the data contained in the electronic files will be provided to Client upon request.
- H. This Agreement may be assigned to another entity upon payment in full of outstanding invoices sent prior to the assignment request.

**PURSUANT TO FLORIDA STATUTE 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Page 4 – March 31, 2022
Proposal #03-22-162
Avenir Community Development District

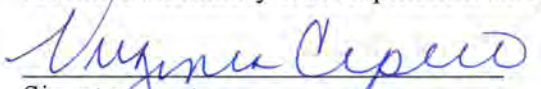
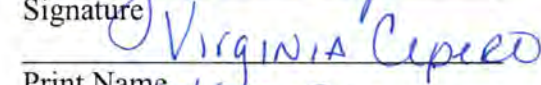
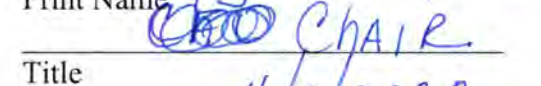
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District


Signature

Print Name

Title
CHAIR
Date
4/1/2022

Z:\PROPOSALS-BIDS\Pending\2022\Avenir Pod 9 Lake Interconnect Esmt-Avenir CDD.docx



CAULFIELD & WHEELER, INC.

Consulting Engineers • Surveyors & Mappers

Celebrating
35
years

Engineering EB0003591
Surveying LB0003591
Landscape Architecture LC0000318

January 31, 2022

Proposal #01-22-195

Ms. Virginia Cepero
Avenir Community Development District
2501A Burns Road
Palm Beach Gardens, FL 33410-5207

Re: Agreement for professional services relating to the "AVENIR PHASE 4 SPINE ROAD" located in the City of Palm Beach Gardens, Palm Beach County, Florida.

Dear Ms. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR PHASE 4 SPINE ROAD". The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). TOPOGRAPHIC SURVEY

Consultant shall conduct a Topographic Survey of the subject property in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Consultant shall obtain topographic elevations at 300' stations along the centerline of the proposed roadway, elevations will be taken at the centerline and each side of the right-of-way. All horizontal survey data will be provided in State Plane Coordinate System NAD 83/90 and vertical data of NAVD 88.

Fee.....\$3,500.00

2). MISCELLANEOUS SERVICES

Any other miscellaneous services outside the scope of this contract, requested by the Client, will be performed at the prevailing hourly rates based upon actual work performed.

Principals.....	\$190.00/hr.
Expert Witness Testimony	\$275.00/hr.
Laser Scanning Survey Crew	\$250.00/hr.
GPS Survey Crew	\$165.00/hr.
Robotic Survey Crew	\$140.00/hr.
Field Survey Crew	\$140.00/hr.
Professional Land Surveyor	\$140.00/hr.
Engineering Design.....	\$140.00/hr.
Landscape Architect/Site Planning	\$135.00/hr.
CADD/Technician/Draftsperson.....	\$100.00/hr.
Office Technician.....	\$75.00/hr.
Engineering Inspector	\$90.00/hr.
Prints	\$0.30/s.f.
Mylars	\$4.50/s.f.
Federal Express/Overnight Deliveries	\$25.00/each
Federal Express First Overnight Deliveries	\$75.00/each
Courier Deliveries.....	Cost plus 10%

3). GENERAL PROVISIONS

- A. The terms of this agreement shall be effective for one (1) year from the date of execution of this contract and may be renegotiated at the option of the Consultant.
- B. Receipt of this agreement (signed by all parties) shall be considered by Caulfield & Wheeler, Inc. as notice to proceed.
- C. Statements for the professional services rendered by Caulfield & Wheeler, Inc. under this agreement will be invoiced monthly based on a work-in-progress or completed basis and payment is due upon the Client's receipt of the invoice or statement. Invoices not paid within 60 days of the date of the invoice shall be deemed delinquent. Upon any invoice or statement becoming delinquent, Caulfield & Wheeler, Inc. may:
 1. Deem this agreement terminated. Caulfield & Wheeler, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or
 2. Withhold all work product of Caulfield & Wheeler, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements is received; file lien against the property for all outstanding invoices.

Client acknowledges that Consultant will not be held liable for any damages incurred resulting from Consultant withholding work product or discontinuing services due to delinquency of payment of invoices on the part of the Client.

Caulfield & Wheeler, Inc. may request that the final statement be paid simultaneously with the delivery to the Client of the final work product due under this agreement. Fees for Caulfield & Wheeler, Inc.'s professional services under this agreement and costs incurred shall be due and payable by Client whether or not the Client, for any reason, fails or elects not to proceed with the Project.

- D. The Client shall be responsible for the payment of all reimbursable items (i.e. blueprints, printing, Engineering mylars, plat mylars, authorized travel, filing fees, permits, assessments, or governmental related fees).
- E. The obligation to provide further services under this agreement may be terminated by either party upon receipt of written notice within seven (7) days in the event of a substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant shall be paid for all services rendered to the date of termination including all reimbursable expenses and terminating expenses.
- F. Revisions and/or additional services requested outside the scope of this agreement will be invoiced at the prevailing hourly rates.
- G. All electronic files are the property of Caulfield & Wheeler, Inc. Hard copies of the data contained in the electronic files will be provided to Client upon request.
- H. This Agreement may be assigned to another entity upon payment in full of outstanding invoices sent prior to the assignment request.

**PURSUANT TO FLORIDA STATUTE 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Page 4 – January 31, 2022
Proposal #01-22-195
Avenir Community Development District

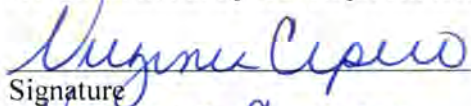
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Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District



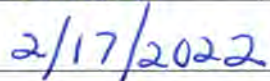
Signature



Print Name



Title



Date

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LOCATION MAP
(NOT TO SCALE)

NORTH

C-13 CANAL

AVENIR AVENUE

SITE

NORTHLINE BLVD

DATE 08/06/2021		
REMARKS		
BY PG. ELECT		
SCALE AS SHOWN		

[illegible]

HERRY CRYSTAL TRAIL THE ATTACHED ALIAPPO LAND TILL SURVEY OF THE REGION INTERMEDIATE AGENCY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED AND ACCORDING TO AN ORDER ON AUGUST 9, 2021 FURTHER CERTIFY THAT THIS ALIAPPO LAND TITLE PROJECT MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5-17 ADOPTED BY THE COMMISSION BOARD OF SURVEYS AND MAPPING, PURSUANT TO FLORIDA STATUTES § 207.

RONALD L. FURNISS, 1954
PROFESSIONAL SURVEYOR & MAPPER #0272
STATE OF FLORIDA - 18 2530

A PORTION OF PARCEL "A-1", AKA: AS RECORDED IN PLAT BOOK 127, PAGE 85, WITHIN 156 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

2010/06/06 11:30 ACTIVITY DONE ON 12/10

HOWEVER, "B" EXEMPTIONS

191. Pappas, M. S. *Water Quality in the Pacific Northwest*. 1974. 176 pp. 192. Pappas, M. S. *Water Quality in the Pacific Northwest*. 1974. 176 pp. 193. Pappas, M. S. *Water Quality in the Pacific Northwest*. 1974. 176 pp. 194. Pappas, M. S. *Water Quality in the Pacific Northwest*. 1974. 176 pp. 195. Pappas, M. S. *Water Quality in the Pacific Northwest*. 1974. 176 pp. 196. Pappas, M. S. *Water Quality in the Pacific Northwest*. 1974. 176 pp. 197. Pappas, M. S. *Water Quality in the Pacific Northwest*. 1974. 176 pp. 198. Pappas, M. S. *Water Quality in the Pacific Northwest*. 1974. 176 pp. 199. Pappas, M. S. *Water Quality in the Pacific Northwest*. 1974. 176 pp. 200. Pappas, M. S. *Water Quality in the Pacific Northwest*. 1974. 176 pp.

12. Archived Publication Name: Recovered Bill and Supplemental Utilities Franchise and Service Area Agreement (recovered October 31, 2004, in Public Records, Bill 17844, Page 543, Public Records of Palm Beach County, Florida)

EFFECTS-AND PLYTABLE ITEM

¹ Source: All information is from Annual Community Development Journal's reported Figures & Facts, or United Nations Ship Models' From UN Public Services of the United Nations.

3. From *Journal of Theoretical Biology*, November 1979, Vol. 75, No. 2, pp. 351-361. Printed in Great Britain. © 1979 by Academic Press Inc.

Research Note 30-175, Page 1009, as affected by Public Law 96-564, enacted April 1, 1979, in *Official Records of Congress*, section 30104, together with *Selected Annotations*, enacted April 15, 1979, in *Official Records of Congress*, section 30105, as amended by *House Report 103-1024*, enacted August 1, 1975, in *Official Records*, Book 97, 272, and *House Report 103-1024*, enacted August 15, 1975, in *Official Records*, Book 98, 288A, Page 447, and *Administration of Government* (revised edition) 12, 1000.

[illegible][illegible]

RECEIVED 1997-09-24

8. American Institute of Environmental Naturalists Periodic Payments, 15, 1970, in Official Research Book 81223, Page 1422, Public Property, of Public Health Service, with the following information: "The following information was obtained from a list of individuals who are listed in the file of the American Institute of Environmental Naturalists Periodic Payments, 15, 1970, in Official Research Book 81223, Page 1422, Public Property, of Public Health Service."

© 1997 Blackwell Science Ltd, *Journal of Clinical Pharmacy and Therapeutics*, 22, 1-6

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EFFECTS-401 PLUTABLE ITEM

此書係由上海商務印書館出版，其內容係根據日本學者所著之《日本經濟史》一書，由商務印書館翻譯出版。其內容係根據日本學者所著之《日本經濟史》一書，由商務印書館翻譯出版。

10. *Non-users* consisted of 2000 men. The history of vaccination for the study is further recorded in Table 1 and Table 2. An effort was made to ensure that the non-users were representative of the target population for the vaccine (non-vaccinated) (see Table 3). The non-users were selected from 1992.

STRENGTHENING AFFORDABLE HOUSING

TABLE 1
Summary of the 1000 most cited papers in the field of plant ecology, 1960-1990

Figure 10.10: A graph of the function $f(x) = \sin(x)$ for x in the interval $[0, 2\pi]$. The function is periodic with period 2π . The graph shows one full cycle of the sine wave, starting at $(0, 0)$, reaching a maximum at $(\pi/2, 1)$, crossing the x-axis at $(\pi, 0)$, reaching a minimum at $(3\pi/2, -1)$, and returning to the x-axis at $(2\pi, 0)$.

© 2000 by Pharmacia Corporation, U.S. Patent 6,011,000. All rights reserved.

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SOUTHEAST LIFE OF NEW YORK, LLC

REVISIONS	DATE	BY



 C.A. FIELD & B. WHEELER, INC.

 1000 S. 10TH ST. SUITE 100

 OMAHA, NE 68102

 PHONE: (402) 441-1111

 FAX: (402) 441-1112

 E-MAIL: info@cafbw.com

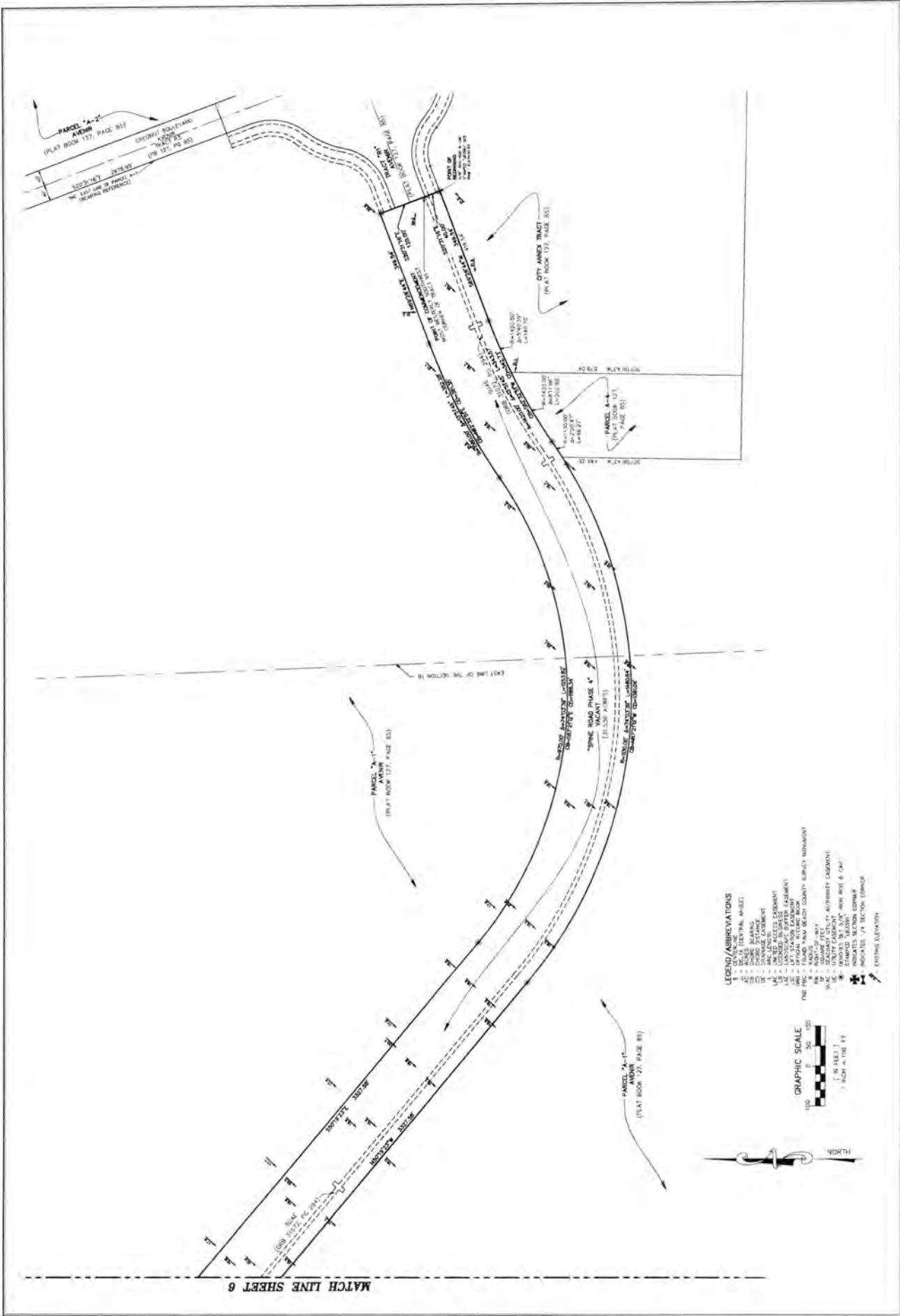
 WWW.CAFBW.COM

AVENIR
 SPINE ROAD 4
 BOUNDARY SURVEY

DATE: 08/06/2021
 DRAWN BY: RLT
 CHECKED BY: JPC
 SCALE: AS SHOWN

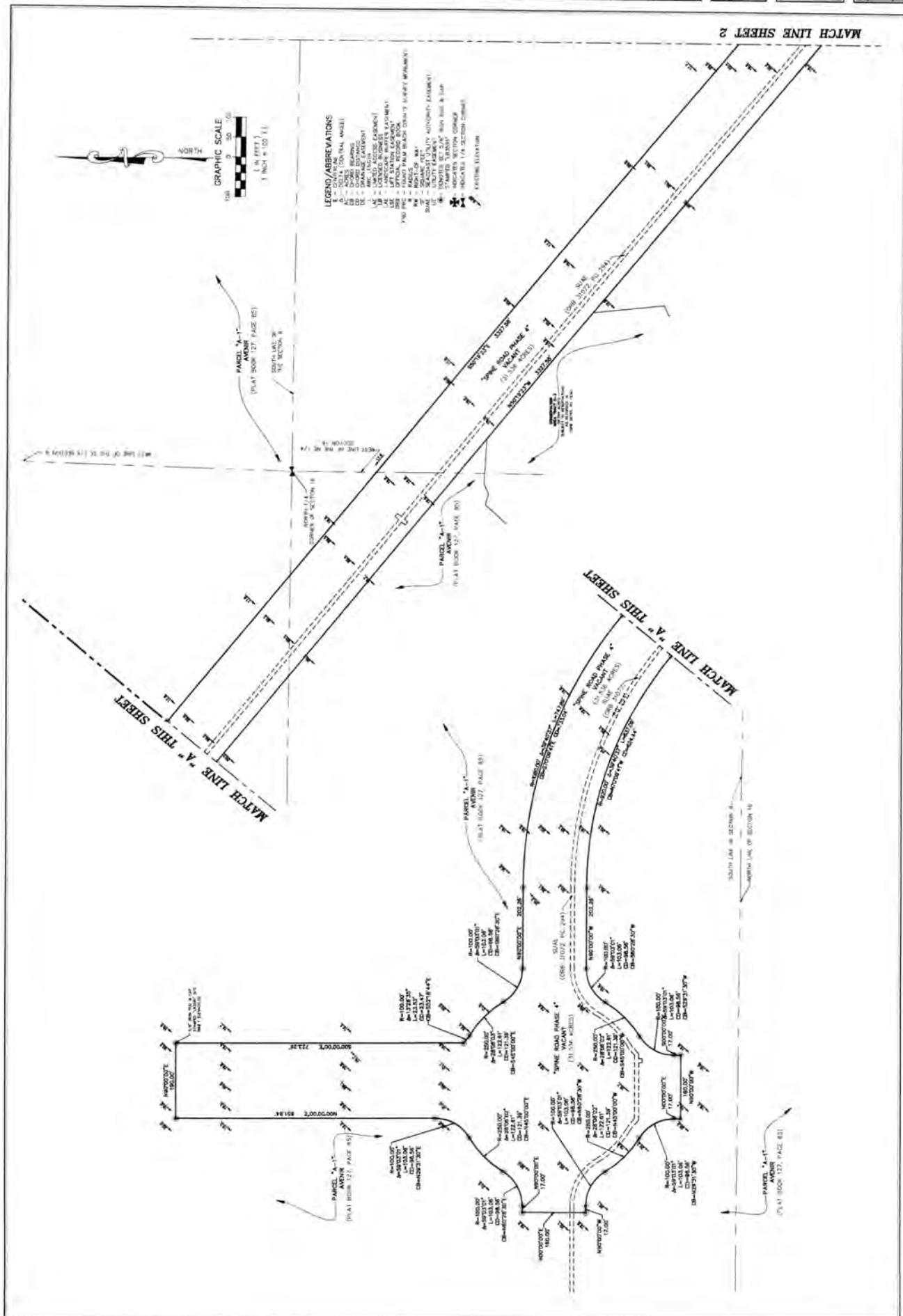
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- LEGEND/ABBREVIATIONS
- 1 - CENTERLINE
 - 2 - RIGHT-OF-WAY
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WR# 10559800

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 7th day of January, 2022, by and between Avenir Community Development (hereinafter called the Customer) and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Avenir – storm water pump located in Palm Beach Gardens/Palm Beach.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$0 (the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$0 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$0.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 120/208 volt, three phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document, which contains a full legal description, and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, at no cost to FPL, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
- Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL.
 - A construction schedule.
 - An estimate of when electric service will be required, and
 - Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
- Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.
 - It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
 - Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
 - Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
 - Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.
 - Provide a meter enclosure, downpipe and ell which meet all applicable codes and FPL specifications and which will accommodate FPL's service cable size and design. These items must be confirmed with FPL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.
9. FPL shall:
- Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
 - Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
 - Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.
10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.
11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

For FPL (Date)

Accepted:

Customer

(Date)

Witness

(Date)

Witness

(Date)

Avenir Community Development District

Board Agenda Item

Thursday, April 28, 2022

Item

AM1	Discussion Regarding Increasing Thresholds Stipulated in Resolution 2020-04
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Summary

On June 26, 2020, the Board adopted Resolution 2020-04 - Authorizing Execution of Construction Docs, which authorizes the Chair or Vice Chair to execute certain agreements, change orders, and amendments without prior Board approval, provided that, along with other stipulations, they fall under the thresholds of \$150,000 and \$40,000, for contracts and change orders, respectively (text below). Considering the amounts that have been presented in previous agreements and change orders, staff suggests discussing increasing these thresholds.

B.No agreements, change orders, agreement amendments, and other related documents specifically pertaining to the design and construction of the District public infrastructure projects as described in Section 2.A., above, shall be executed by the Chair or Vice Chair unless the particular document to be executed has been (1) requested or deemed necessary by the District Engineer, (2) reviewed and approved by the District Manager and the District Engineer, (3) revised as to legal form by the District Counsel, (4) determined by both the District Manager and the District Engineer to be within the budget allocated for the particular public infrastructure Project as set forth in the corresponding and relevant Engineer's Report for the same, (5) that the amount to be paid for work completed under the agreement, amendment to agreement, or related document does not exceed \$150,000.00 or that the amount to be paid for work completed under the change order does not exceed \$40,000.00, and (6) the Chair, or Vice-Chair as the case may be, has received verification by email or other form of written communication from the District Manager that the conditions contained in this Section 2.B of Resolution No. 2020-04 have been satisfied and the document instrument can be executed.