



**AVENIR  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

[www.avenircdd.org](http://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**

July 28, 2022  
2:00 p.m.

A. Call to Order	
B. Proof of Publication.....	Page 1
C. Establish Quorum	
D. Additions or Deletions to Agenda	
E. Comments from the Public for Items Not on the Agenda	
F. Approval of Minutes	
1. May 26, 2022 Regular Board Meeting & Public Hearing.....	Page 2
G. Old Business	
1. Consider Approval of Fish Stocking Proposal.....	Page 8
H. New Business	
1. Consider Resolution No. 2022-06 – Authorizing the Chair to Execute a Drainage Easement.....	Page 12
2. Consider Approval of Proposal for Mulching Spine Road Phase 1, Northlake Boulevard Parkway & Spine Road Phase 2.....	Page 29
3. Consider Approval of Construction Contract between the District and GRSC, Inc. for Avenir Pod 4 & CDD PCD Buffer – Rear Yard Drains (East Phase).....	Page 30
4. Consider Approval of Crown Castle Fiber Relocation Agreement.....	Page 51
5. Consider Approval of Proposal from Randy’s Holiday Lighting.....	Page 62
6. Consider Ratification of Plat for Pod 12.....	Page 65
7. Consider Ratification of Plat for Pod 14.....	Page 74
8. Consider Ratification of Panther National Plat.....	Page 83
9. Consider Acceptance of Fiscal Year 2021 Audit Report.....	Page 92
10. Consider Ratification of Change Order No. 3 for Spine Road Phase 4 – Engineering Services.....	Page 127
11. Consider Ratification of HSQ Supplemental Agreement 12 for Northlake Blvd/Coconut Blvd. Intersection.....	Page 137
12. Consider Approval of Engagement Letter from Valbridge.....	Page 139
I. Clubhouse	
1. Clubhouse Management Update.....	Page 144
2. Consider Ratification of Proposal for Clubhouse Plant Replacements.....	Page 154
3. Consider Approval of Clubhouse Mulch Proposal.....	Page 155
4. Consider Approval of HomeTeam Pest Control Mosquito Control Proposal.....	Page 159
5. Consider Approval of Town Center Bypass Road and Drainage Parcels Purchase.....	Page 160
6. Discussion Regarding Clubhouse Holiday Hours	
J. Administrative Matters	
K. Board Member Comments	
L. Adjourn	



## 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.

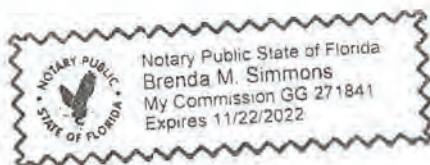
*Angelina Garay*

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  
MAY 26, 2022**

**A. CALL TO ORDER**

The May 26, 2022, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 2:00 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 Daniel Lopez and Eduardo Stern 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. (via phone); District Engineer Carlos Ballbe of Ballbe & Associates (via phone); and Clubhouse Reps Rick Salvatore, Gina Sanchez and Sherry Ward.

**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. April 28, 2022, Regular Board Meeting**

The minutes of the April 28, 2022, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the minutes of the April 28, 2022, Regular Board Meeting, as presented.

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

**G. PUBLIC HEARING – AMENDING AND READOPTING CLUB RATES AND FEES**

**1. Proof of Publication**

Proof of publication was presented which indicated that notice of the Public Hearing was published in the *Palm Beach Daily Business Review* on May 13, 2022, as legally required.

## **2. Receive Public Comment on Amending and Readopting Club Rates and Fees**

Mr. Pierman noted there were no members of the public present.

## **3. Consider Resolution No. 2022-03 – Amending and Readopting Club Rates and Fees**

Resolution No. 2022-03 was presented, entitled:

### **RESOLUTION NO. 2022-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT MODIFYING CERTAIN RATES, FEES, AND CHARGES; RE-ADOPTING THE FEE SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Stern, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2022-03, 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 Resolution No. 2022-04 – Authorizing Execution of Construction Docs**

Resolution No. 2022-04 was presented, entitled:

### **RESOLUTION NO. 2022-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE CHAIR OR VICE-CHAIR OF THE BOARD OF SUPERVISORS, SUBJECT TO SPECIFIED CONDITIONS, TO EXECUTE CERTAIN AGREEMENTS, CHANGE ORDERS, AGREEMENT AMENDMENTS, AND OTHER RELATED DOCUMENTS REGARDING THE DESIGN AND CONSTRUCTION OF PROJECTS FUNDED WITH THE PROCEEDS OF BONDS ISSUED BY THE DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE**

Mr. Pierman noted that the previous amounts were \$150,000 and \$40,000 and were being increased to \$200,000 and \$100,000.

A **motion** was then made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2022-14, as presented.

## **2. Consider Clubhouse Pavilion Outdoor Bar Architectural Agreement (Stofft)**

Mr. Pierman presented the agreement with Randall Stofft Architects for Clubhouse Pavilion Outdoor Bar Architectural plans in the amount of \$21,150.

A **motion** was made by Ms. Cepero, seconded by Mr. Stern and passed unanimously approving the agreement with Randal Stofft Architects for the Clubhouse Pavilion Outdoor Bar architectural plans in the amount of \$21,150, as presented.

## **3. Consider Hurricane Preparedness Agreement (CPM)**

Mr. Pierman presented the Hurricane Preparedness Agreement with CPM, noting that having the agreement in place will allow the landscape maintenance provider to mobilize quickly after a storm. Mr. Pawelczyk suggested amending the current agreement to include this provision.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and unanimously passed accepting the agreement and directing staff to prepare an amendment to the CPM contract, and further authorizing the Chair to sign the agreement.

## **4. Consider Consultant Agreement for Northlake Boulevard Photometric Design (Main Street)**

Mr. Ballbe explained that the agreement was for street lighting on Northlake Boulevard, which is required because of the street widening.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the agreement for street lighting on Northlake Boulevard, as presented.

## **5. Consider Caulfield & Wheeler Agreement – Lift Station 6 – SUA Easements**

Mr. Ballbe explained that this agreement was for the preparation of Seacoast easements for Lift Station #6.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the Caulfield & Wheeler Agreement for Lift Station #6, as presented.

## **6. Consider 2022 Fish Stocking Agreement (Superior Waterway)**

Mr. Pierman presented Superior Waterway's first stocking agreement, noting that stocking lakes with fish helps mitigate midges and mosquitos. Following discussion, the Board requested more information, as well as other quotes. Mr. Pierman agreed and noted that he would bring back that information to the next meeting.

## **7. Consider Resolution No. 2022-05 – Adopting a Fiscal Year 2022/2023 Proposed Budget**

Resolution No. 2022-05 was presented, entitled:

## **RESOLUTION NO. 2022-05**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023; AND PROVIDING AN EFFECTIVE DATE.**

Discussion ensued regarding the possibility of offering an annual social membership to offset the social program cost. The Board consensus was to lower the social membership to \$75,000, reducing the assessment to \$1,508. Pump costs were also reduced to \$75,000, and fish were added at \$75,000. Capital was lowered to \$175,000.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez, adopting Resolution No. 2022-05, as amended, setting the Public Hearing for August 25, 2022.

#### **8. Update Regarding 20-Year Stormwater System Needs Analysis**

Mr. Ballbe noted that the report would be ready next week.

Mr. Pierman suggested that Mr. Ballbe present the following Change Orders (items 9 thorough 15), and that they could then be considered as one motion.

#### **9. Consider Change Order No. 4 for Spine Road Phase Two Contract (Centerline)**

Mr. Ballbe presented Change Order No. 4 for the Spine Road Phase Two Contract with Centerline in the amount of \$345,198.38, noting that it was for surveying services, manhole inflow protectors, wayfinding signs, utility work, an additional turn lane, asphalt repairs and additional headwalls.

#### **10. Consider Change Order No. 1 for Spine Road Phase Three (Centerline)**

Mr. Ballbe presented Change Order No. 1 for the Spine Road Phase Three Contract with Centerline in the amount of \$608,833.78, noting that it was for conduit sleeving, benches and receptacles, wayfinding signs, water main flushing, asphalt material, FPL backbone installation, fuel surcharges and additional direction bore for utilities.

#### **11. Consider Change Order No. 1 for Spine Road Phase 4 – Unit Costs (Centerline)**

Mr. Ballbe presented Change Order No. 1 for the Spine Road Phase 4 – Unit Costs with Centerline in the amount of \$928,171.04, noting that it was for plan revisions and additions due to unit price increases. The Board noted that, due to record inflation, the unit price increases were understandable.

#### **12. Consider Change Order No. 2 for Spine Road Phase 4 – Panther National (Centerline)**

Mr. Ballbe presented Change Order No. 2 for the Spine Road Phase 4 – Panther National with Centerline in the amount of \$2,360,554.97, noting that it was for the water distribution and sewage collection/transmission extension for Panther National Boulevard. Mr. Ballbe further noted that this improvement would be conveyed to SUA.

### **13. Consider Change Order No. 5 for Phase Two Earthwork – Additional Lakes (H&J)**

Mr. Ballbe presented Change Order No. 5 for Phase Two Earthwork – Additional Lakes with H&J in the amount of \$1,317,948.50, noting that it was for enlarging lakes to provide additional storage for the water management system. Mr. Ballbe further noted that increasing the lake sizes would allow the District to store more water for flood protection.

### **14. Consider Change Order No. 6 for Phase Two Earthwork – Lake Interconnects (H&J)**

Mr. Ballbe presented Change Order No. 6 for Phase Two Earthwork – Lake Interconnects with H&J in the amount of \$1,995,589.20, noting that it was for the installation of drainage pipes to interconnect the lakes being excavated, as part of the master drainage system in the Panther National area.

### **15. Consider Change Order No. 1 for Lift Station #6 (Centerline)**

Mr. Ballbe presented Change Order No. 1 for Lift Station #6 with Centerline in the amount of \$747,733.60, noting that it was for the FPL backbone installation and contractors' fees.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the seven change orders that were presented above.

## **J. CLUBHOUSE**

### **1. Clubhouse Management Update**

Mr. Salvatore presented the Clubhouse Management Report, highlighting that the Neighborhood Network, which enables them to connect with residents and the collection of Master Association fees, had been installed; key cards had been activated and access control to the gym and the phone lines would be installed next week. Ms. Sanchez reported that the Kentucky Derby event was well-attended and that they were planning events for Fathers' Day and Independence Day.

## **K. ADMINISTRATIVE MATTERS**

### **1. 2021 Form 1 – Statement of Financial Interests**

Mr. Pierman reminded the Board to complete and submit their 2021 Form 1 no later than July 1, 2022.

## **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. Stern and passed unanimously adjourning the Regular Board Meeting at 3:32 p.m.

**ATTESTED BY:**

---

Secretary/Assistant Secretary

---

Chairperson/Vice-Chair

**2022 FISH STOCKING AGREEMENT**

**AVENIR**

	<b><u>DATE:</u></b>	<b><u>TERMS:</u></b>	<b><u>PRICES QUOTED ARE F.O.B DELIVERY:</u></b>
REVISED	6.15.2022	50% Down	Installed Spring 2022

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
56,250	Mixture of Blue Gill & Red Ear Sunfish @ \$0.80/	\$45,000.00
280,000	Fat Head Minnows @ \$0.10/	\$28,000.00
Delivery Fee-		\$250.00
<b>TOTAL-</b>		<b><u>\$73,000.00</u></b>

***THIS OFFER IS GOOD FOR THIRTY (30) DAYS FROM DATE OF QUOTATION.***

SUPERIOR WATERWAY SERVICES, INC.                      CUSTOMER ACCEPTANCE -  
The above prices, specifications and conditions are satisfactory and are hereby accepted.

\_\_\_\_\_  
Customer signature

\_\_\_\_\_  
Date





# Palm Beach Aquatics

"Your Lakes Best Friend"

P.O. Box 541510 Lake Worth FL 33454  
Phone: (888) 391-5253 (LAKE) Fax: (561) 790-7220  
jlevis@PBAquatics.com

**ATTN:** Jason Pierman

Account : Special District Services, Inc.  
Address: North Lake Blvd  
Phone:  
Email: JPierman@sdsinc.org

Job Name: Avenir Fish Stocking  
Address: North Lake Blvd  
Contact:  
Phone: -

**Scope of Work:**

**Date:** Sunday, June 19, 2022

PBA will deliver and stock all lakes at Avenir totaling the (113 ac) of water.

\* *Gambusia (Mosquito Eating Minnow) Scientific Name (Gambusia affinis)*

To control mosquitos it is recommended that you stock 2500 Mosquito Minnows per acre of water. Lower rates of 1000 to 2000 per acer can be used for general fish stocking purposes. (Total fish quoted - 282,500 Minnow) (Proposal based on a rate of 2500/acre)

## PLEASE NOTE

- Fish are subject to Availability & Prices are subject to change based on Availability.
- When stocking your pond with fish It is recommended that you stock several different species of fish. (Bass, Brim, Catfish, Minnow)
- It's not recommended to overstock a water body with any one species of fish to prevent throwing the ecosystem out of balance

Amount	Taxed Items	Cost	Total
282.5	Gambusia (Mosquito Minnow) - Price Per 1000	\$ 105.00	\$ 29,662.50
	Bluegill - Price Per 200	\$ -	\$ -
	Channel Catfish - Price Per 100	\$ -	\$ -
	Large Mouth Bass - Price Per 100	\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Amount	Non - Taxed Items	Cost	Total
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Sub-Total			29,662.50
Tax			No Tax

**50% Deposit :** \$ 14,831.25

**Total Cost :** \$ 29,662.50

To start the production or services listed above, Please Initial (page 1), Sign & date (page 2) and return with the 50% deposit to the P/O box listed above.

**Initial :**

# Palm Beach Aquatics

## "Terms & Conditions"

### **SPECIAL CONDITIONS**

- \* **Services:** Any alteration from the listed specifications that may arise due to any unforeseen issues may change the scope of work and may have additional costs or specification other than what is listed on this agreement. If this happens then PBA will stop the project and submit an additional quote for that extra project/parts. Both the original quote given and the new one must be signed and returned to PBA before we are to proceed with the listed job/service. Both quotes will be invoiced as separate invoices.
- \* **Fountain Sales & New Installation:** Its the reasonability of The HOA to provide the adequate power needed to run each system. An electrician can provide power if no electrical service is currently available. The customer may provide their own electrician or PBA can subcontract one if no electrician is available. If PBA provides the electrician the customer can either pay electrician directly or the cost can be added to PBA's invoice. "Please Note" electrician may require a deposit which will be separate from PBA deposit amount. Electricians quote may include costs for providing a new dedicated line of service for unit(s) Electrician costs may include (Tapping into FPL power transformer - Stand for Panel - Permits - Trenching - Parts and labor)
- \* **Fountain Replacement Parts:** It is recommended that a new cable be used whenever you are installing a replacement fountain additionally PBA always recommends that whenever replacing a motor or a pump that you replace both whenever one or the other is replaced. Used parts may cause the integrity of the new parts to fail prematurely and due to the stress put onto the new parts PBA can not guarantee how long the parts will last, how they will function or that the manufacture warranty will apply if something does fail. In such cases PBA will not be held responsible for any additional costs or labor that may occur due to reusing parts. Any additional any costs that occur will
- \* **Service Requests:** PBA will guarantee a response within 48 hours of all service requests properly submitted via email or through our Palm Beach aquatics website at <http://www.pbaquatics.com/PB-Aquatics-Work-Order.php> All service requests for fountains and aeration a diagnosis fee of \$125 will apply for the first 30 mins. If the work needed is done through PBA then PBA will waive the diagnosis fee. Standard Hourly Labor Rates will still apply. No diagnosis fee will be applied to customers who are currently contracted with PBA for ongoing annual fountain maintenance service. This does not apply to standard superficial cleanings that are included with our annual lake maintenance service. Furthermore when service requests are submitted you are pre-authorizing PBA to replace any components needed up to \$250 at the time of the visit. (Does not include labor or diagnosis fee) any repairs exceeding \$250 will require a signed authorization A quote will be submitted for any repairs exceeding \$250. PBA will require written authorization before proceeding.

### **CONDITIONS**

- \* Palm Beach Aquatics shall be entitled to reasonable attorney's fees (including appeal) for purposes of endorsement of the terms and conditions listed here and shall be entitled to an award of reasonable attorney's fees (including appeal) together with costs and expenses there of in the event of prevailing in litigation arising under the terms and conditions of this agreement.

### **ACCEPTANCE**

- \* By signing this quote you understand and accept this document as a legal contract between the above listed parties as is and you accept all terms special conditions and conditions as is, you agree that the above price, specifications, scope of work and conditions are satisfactory to you, additionally you are authorizing Palm Beach Aquatics Inc. and/or a subcontracted vendor by PBA as needed to complete the above listed service in accordance within all the terms and conditions specified in this contracts scope of work.

### **TERMS**

- \* Please return a signed copy of this agreement plus a 50% nonrefundable Deposit.
- \* The remaining balance will be due no later than 10 days after completion of the above listed job or service.
- \* A diagnosis fee of \$125 will apply to the first 30 mins. diagnosis fee will be waived if work done with PBA
- \* Please allow for a minimum of (4 - 6) weeks for Processing and assembly of Fountains and Aeration Systems
- \* Quote valid for 60 days from date listed above.

JASON LEVIS

Print Name

PBA Signature:

Date

Print Name

Signature:

Date

**SPECIAL SERVICE AGREEMENT / FISH STOCKING**

Aviner Community Development District  
c/o Special District Services, Inc.  
2501 Burns Road  
Palm Beach Gardens, Florida 33410

(561) 630-4922  
[JPierman@sdsinc.org](mailto:JPierman@sdsinc.org)

**DATE:**

06/27/2022

**TERMS:**

Balance due upon job completion

**DELIVERY:**

Based on hatchery schedule

**DESCRIPTION**

**AMOUNT**

Furnish 112,000 mosquitofish (gambusia)

\$ 11,200.00

Delivery and stocking of fish into seventeen (17) lakes

Included

**Total: \$ 11,200.00 / one-time**

***THIS OFFER IS GOOD FOR THIRTY (30) DAYS FROM DATE OF QUOTATION.***

ALLSTATE RESOURCE MANAGEMENT, INC.

**CUSTOMER ACCEPTANCE:** The above prices, specifications and conditions are satisfactory and are hereby accepted and the signers acknowledge that they are authorized to execute this document.

\_\_\_\_\_  
ALLSTATE (Signature)

\_\_\_\_\_  
CUSTOMER (Signature)

\_\_\_\_\_  
NAME / TITLE (Printed)

\_\_\_\_\_  
NAME / TITLE (Printed)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**RESOLUTION NO. 2022-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE AVENIR COMMUNITY DEVELOPMENT  
DISTRICT AUTHORIZING VIRGINIA CEPERO, THE  
CHAIR OF THE BOARD OF SUPERVISORS TO  
EXECUTE A DRAINAGE EASEMENT AND  
INSTRUMENTS RELATED TO SAID DRAINAGE  
EASEMENT IN FAVOR OF PALM BEACH COUNTY IN  
CONNECTION WITH THE NORTHLAKE BOULEVARD  
PROJECT; AND PROVIDING FOR AN EFFECTIVE  
DATE**

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

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

**WHEREAS**, the District is the owner of those lands identified in the proposed Drainage Easement to be granted by the District to the County in connection with the Northlake Boulevard Project being completed by the District (the “Drainage Easement”), which Drainage Easement is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, to provide for drainage and stormwater management from the Northlake Boulevard right-of-way, the County requires the conveyance or dedication of the Drainage Easement; and

**WHEREAS**, the District Board of Supervisors (the “Board”) acknowledges the necessity of this required Drainage Easement conveyance or dedication to the County and finds it to be in the best interests of the District, the landowners within the District, and the future residents of the District to grant or otherwise dedicate the Drainage Easement encumbering the District-owned lands included within the easement area of the Drainage Easement; and

**WHEREAS**, the Drainage Easement was previously executed by the Chairperson of the District Board of Supervisors pursuant to the authority set forth in District Resolution 2017-07; and

**WHEREAS**, the Board further finds it to be in the best interest of the District to authorize the proper District officials to execute the instrument or instruments conveying or dedicating the Drainage Easement to the County.

**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.** The Chair of the Board, Virginia Cepero, is and was authorized to execute the Drainage Easement described herein in favor of the County, as well as any other documentation related to said Drainage Easement that requires the District's approval. Pursuant to District Resolution 2017-07, prior to the Chair of the Board executing any instruments of conveyance or dedication or other document relating to the Drainage Easement, including the Drainage Easement, such documentation was first be reviewed and approved as to content by the District Engineer and as to legal form by the District Counsel. The execution of the Drainage Easement is hereby ratified.

**SECTION 3.** The District Manager is hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5.** 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 6.** 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 28<sup>th</sup> DAY OF July, 2022.**

ATTEST:

**AVENIR COMMUNITY  
DEVELOPMENT DISTRICT**

---

Jason Pierman, Secretary

---

Virginia Cepero, Chair  
Board of Supervisors

**Exhibit “A”**  
**Drainage Easement**

Return via Palm Beach County interoffice mail to:  
Wildad Salomon, Right-of-Way Specialist  
Palm Beach County, Engineering & Public Works Department  
Roadway Production Division  
2300 North Jog Road, 3<sup>rd</sup> Floor West  
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:  
Yelizaveta B. Herman, Assistant County Attorney  
Palm Beach County Attorney's Office  
Post Office Box 21229  
West Palm Beach, Florida 33416-1229

Property Control Number: Portions of: 52-41-42-14-11-023-0000,  
52-41-42-14-11-012-0000, 52-41-42-14-11-015-0210,  
52-41-42-15-01-002-000, 52-41-41-28-01-019-0010,  
52-41-42-15-01-015-0170, 52-41-42-10-01-015-0470,  
52-41-42-10-01-023-0041, 52-41-42-10-01-012-0043,  
52-41-42-10-04-012-0000, 52-41-42-10-04-023-0000,  
52-41-42-10-04-015-0030, 52-41-42-10-04-002-0000,  
52-41-41-28-01-019-0040, 52-41-41-28-01-001-0017

Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)

**NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE**

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**PROJECT NO.: MRT 2022-007**

**ROAD NAME: Northlake Blvd**

**PARCEL NO.: N/A**

**DRAINAGE EASEMENT**

THIS DRAINAGE EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, whose post office address is 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410-5207 ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229 ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, for the purpose of a perpetual drainage easement over, upon, under, through and across the following described land, situate in Palm Beach County, Florida: Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Easement Premises").

This Easement shall be used to permanently construct, install, operate, and maintain (collectively "Perform Work") with regard to roadway facilities and related facilities in the Easement Premises (collectively "Facilities").

Facilities shall include earth embankment fill; drainage facilities for transporting water, both above ground (swales) and buried (pipes and structures) to or from water retention areas. The Easement includes the right at any time to install, bore, alter, improve, enlarge, add to, change the nature or physical characteristics of, replace, remove, or relocate the Facilities, or perform any other activities related to the Facilities.

This Easement shall be non-exclusive, provided, however, that Grantor, its successors and assigns, shall be permanently prohibited from hindering, obstructing, removing or interfering with the operation, functioning, maintenance, or repair of any of the Facilities.

To the extent that Grantor, its successors and assigns, hinder, obstruct, remove or interfere with the operation, functioning, maintenance, or repair of any of the Facilities (collectively "Interference"), Grantor, its successors and assigns shall be liable for any and all expenses and damages related to the Interference.

The installation of Facilities shall not extend beyond the limits of the Easement Premises.

Grantee, its agents, successors and assigns, shall have the right, but not the obligation, to Perform Work on the Facilities and/or to remove and use any or all of the soil and/or subsoil within the Easement Premises.

Any amendment or modification to this Easement shall be effective if the same is in writing, signed, and recorded in the public records of Palm Beach County, Florida.

Remainder of page intentionally left blank.



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

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

Signed, sealed and delivered in the presence of:

(Signature of two witnesses  
required by Florida law)

**Grantor:**

**Avenir Community Development District,**  
a local unit of special purpose government established and  
existing pursuant to Chapter 190, Florida Statutes

\_\_\_\_\_  
Witness Signature (Required)

By: \_\_\_\_\_  
Virginia Cepero, Chair/ Vice-Chair

\_\_\_\_\_  
Witness Name Printed or Typed

\_\_\_\_\_  
Witness Signature (Required)

(CORPORATE SEAL)

\_\_\_\_\_  
Witness Name Printed or Typed

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me personally appeared Virginia Cepero, who is (choose one) ☐ personally known to me, or ☐ has produced \_\_\_\_\_ as identification, and who executed the foregoing instrument as Chair/ Vice-Chair of Avenir Community Development District, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, and severally acknowledged to and before me by means of (choose one) ☐ physical presence or ☐ online notarization, that they executed such instrument as such officer of said company, and that said instrument is the free act and deed of said company.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Stamp/Seal)

\_\_\_\_\_  
Notary Signature  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print Notary Name

\_\_\_\_\_  
Commission Number  
My Commission Expires: \_\_\_\_\_

N:\R\_O\_W\Wildad\MRT 2022\MRT 2022-007 AVENIR NORTHLAKE BLVD DRAINAGE EASEMENT\drainage easement 4-Corp.docx

## **EXHIBIT A**

### **Parcel 1**

TRACTS W1, W2, W3, LM1, LM2, LM3, O-22, AND O-26, AVENIR SITE PLAN 1 – POD 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGES 35 THROUGH 40 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

### **Parcel 2**

TRACTS W2, LM2, RBE3, O-17 AND O-18, AVENIR SITE PLAN 1 – POD 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGES 41 THROUGH 47 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

### **Parcel 3**

TRACTS RBE1, O-47, LM4 AND W4, AVENIR SITE PLAN 2 – POD 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 129, PAGES 1 THROUGH 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

### **Parcel 4**

[See Attached Pages]

### **Parcel 5**

THE 42.33 FOOT WIDE DRAINAGE EASEMENT AREA LYING IN TRACT LM, AVENIR SITE PLAN 3 – POD 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131, PAGES 139 THROUGH 143 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

### **Parcel 6**

TRACT W, AVENIR SITE PLAN 3 – POD 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131, PAGES 139 THROUGH 143 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

### **Parcel 7**

THE 47.00 FOOT WIDE DRAINAGE EASEMENT AREA LYING IN TRACT RBE, AVENIR SITE PLAN 3 – POD 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131, PAGES 139 THROUGH 143 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

### **Parcel 8**

[See Attached Pages]

**EXHIBIT "A"**

**PARCEL 4**

**DESCRIPTION:**

TWO 20.00 FOOT WIDE STRIPS BEING A PORTION OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGE 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE CENTERLINES OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**STRIP NO. 1**

COMMENCING AT THE SOUTHWEST CORNER OF TRACT O-26, AVENIR SITE PLAN 1 - POD 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGES 35 THROUGH 40 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID TRACT R1 ALONG OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 53°17'22" EAST, A RADIAL DISTANCE OF 222.00 FEET, THROUGH A CENTRAL ANGLE OF 31°19'56", AN ARC DISTANCE OF 121.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 68°02'34" EAST ALONG THE SOUTH LINE OF SAID TRACT R1, A DISTANCE OF 49.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 64°46'39" WEST, A DISTANCE OF 21.36 FEET; THENCE NORTH 21°57'26" WEST, A DISTANCE OF 24.66 FEET; THENCE NORTH 29°34'56" WEST, A DISTANCE OF 23.88 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TRACT R1 AND THE POINT OF TERMINUS.

TOGETHER WITH

**STRIP NO. 2**

COMMENCING AT THE NORTHEAST CORNER OF TRACT RBE3, AVENIR SITE PLAN 1 - POD 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGES 41 THROUGH 47 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID TRACT R1 AND ALONG THE ACC OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 07°42'34" EAST, A RADIAL DISTANCE OF 1,710.00 FEET, A CENTRAL ANGLE OF 03°00'47", AN ARC DISTANCE OF 89.93 FEET TO POINT OF BEGINNING; THENCE NORTH 10°43'18" WEST, A DISTANCE OF 79.99 FEET TO A POINT OF INTERSECTION WITH THE LINE OF SAID TRACT R1 AND THE POINT OF TERMINUS.

THE SIDELINES OF SAID STRIPS SHALL BE SHORTENED OR LENGTHENED TO TERMINATE ALONG THE BOUNDARY LINES OF SAID TRACT R1.

CONTAINING 2,998 SQUARE FEET/0.0688 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, FLORIDA

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

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON SEPTEMBER 9, 2021. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

**SHEET 1 OF 5**



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

**David  
Lindley**

Digitally signed by David  
Lindley  
DN: cn=D, o=PL, email=David.Lindley@caulfield.com, c=US  
Date: 2021.09.09 16:00:34 -0700

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

DATE 9-9-2021

DRAWN BY dl

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955nIde1

**AVENIR  
NORTHLAKE DRAINAGE EASEMENT 1 AND 2  
SKETCH OF DESCRIPTION**

**EXHIBIT "A"**

**PARCEL 4**

**NOTES:**

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARINGS AS SHOWN ON THE PLAT OF AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
3. THE "LAND DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR

**NOTES  
COORDINATES, BEARINGS AND DISTANCES**

DATUM = NAD 83 (90 ADJUSTMENT)

ZONE = FLORIDA EAST

LINEAR UNIT = US SURVEY FEET

COORDINATE SYSTEM 1983 STATE PLANE

TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND, UNLESS NOTED OTHERWISE

SCALE FACTOR = 1.0000108

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

BEARINGS AS SHOWN HEREON ARE GRID DATUM,  
NAD 83 (90 ADJUSTMENT), FLORIDA EAST ZONE.

**SHEET 2 OF 5**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991

**AVENIR  
NORTHLAKE DRAINAGE EASEMENT 1 AND 2  
SKETCH OF DESCRIPTION**

DATE	9-9-2021
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7855nIde1



EXHIBIT "A"

PARCEL 4



NORTH  
LOCATION MAP  
NOT TO SCALE

SITE 2

AVENIR

SITE 1

PALM BEACH GARDENS  
SANDHILL CRANE GOLF CLUB

COCONUT BOULEVARD

AVENIR DRIVE

ANCIENT TREE

NORTHLAKE BLVD.  
4.7 MILES

TO THE BEELINE HIGHWAY

SHEET 3 OF 5

**CAULFIELD & WHEELER, INC.**



CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE — SURVEYING  
7900 GLADES ROAD — SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561) 392-1991

AVENIR  
NORTHLAKE DRAINAGE EASEMENT 1 AND 2  
SKETCH OF DESCRIPTION

DATE 9-9-2021

DRAWN BY dl

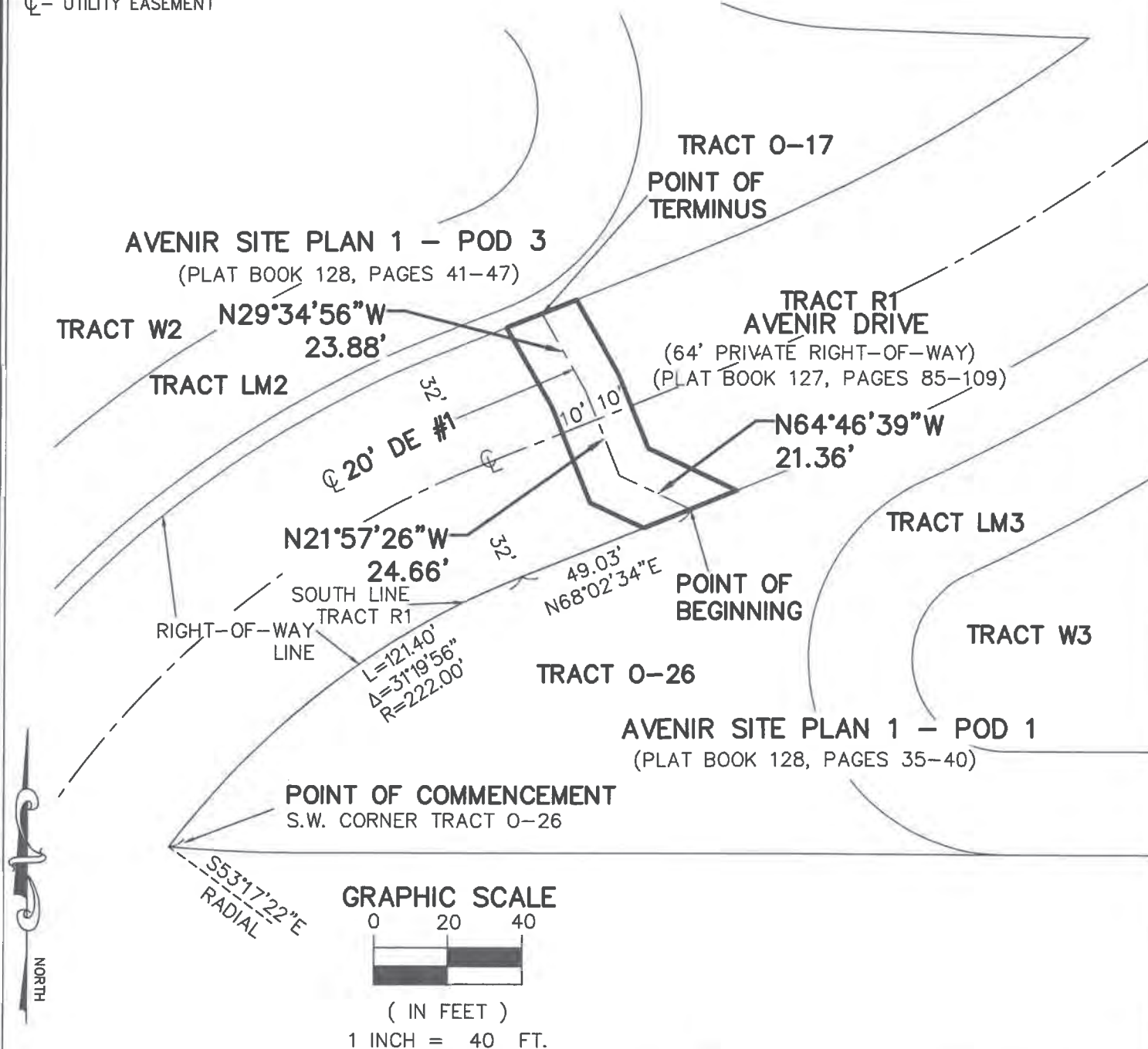
F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955nIde1

## PARCEL 4

DE - DRAINAGE EASEMENT  
O.R.B. - OFFICIAL RECORD BOOK  
SUAЕ - SEACOAST UTILITY AUTHORITY EASEMENT  
P.B. - PLAT BOOK  
U.E. - UTILITY EASEMENT  
Q - UTILITY EASEMENT



CAULFIELD & WHEELER, INC.



CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991

AVENIR  
NORTHLAKE DRAINAGE EASEMENT 1 AND 2  
SKETCH OF DESCRIPTION

DATE 9-9-2021

DRAWN BY d1

F.B. / PG. N/A

SCALE AS SHOWN

JOB NO. 7955nlde1

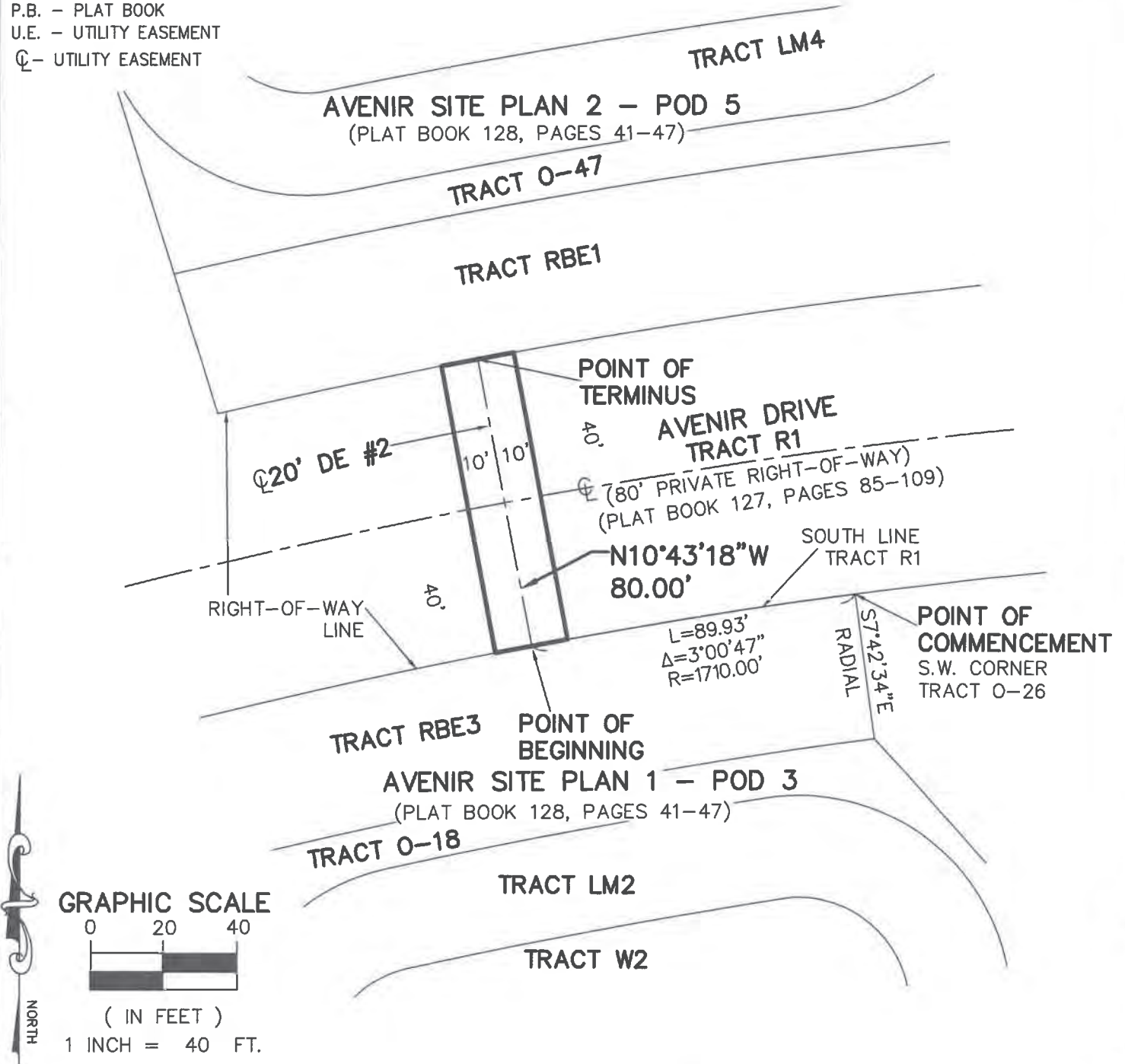


# EXHIBIT "A"

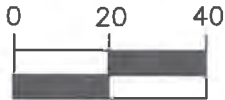
## PARCEL 4

### LEGEND:

DE - DRAINAGE EASEMENT  
O.R.B. - OFFICIAL RECORD BOOK  
SUAE - SEACOAST UTILITY AUTHORITY EASEMENT  
P.B. - PLAT BOOK  
U.E. - UTILITY EASEMENT  
☉ - UTILITY EASEMENT



### GRAPHIC SCALE



( IN FEET )

1 INCH = 40 FT.

SHEET 5 OF 5

### CAULFIELD & WHEELER, INC.



CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991

AVENIR  
NORTHLAKE DRAINAGE EASEMENT 1 AND 2  
SKETCH OF DESCRIPTION

DATE	9-9-2021
DRAWN BY	dl
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955nIde1

**EXHIBIT "A"****PARCEL 8****DESCRIPTION: CENTERLINE 20' FLOW THROUGH EASEMENT**

A 20.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF PARCELS A-1 AND TRACT R3, 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, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT R3; THENCE SOUTH 01°13'31" WEST ALONG THE EAST LINE OF SAID TRACT R3, A DISTANCE OF 156.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79°38'08" WEST, A DISTANCE OF 217.55 FEET; THENCE NORTH 47°21'20" WEST, A DISTANCE OF 358.56 FEET; THENCE NORTH 47°23'54" EAST, A DISTANCE OF 266.22 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID PARCEL A-1 AND A POINT OF TERMINUS.

LYING IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

CONTAINING 16,847 SQUARE FEET, 0.3868 ACRES, MORE OR LESS.

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

**NOTES:**

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF SOUTH 86°53'58" WEST ALONG THE SOUTH LINE OF THE SE 1/4 OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY AS PUBLISHED BY PALM BEACH COUNTY.
3. COORDINATES SHOWN HEREON MEET OR EXCEED THE LOCAL ACCURACY REQUIREMENTS OF A 2 CENTIMETER GEODETIC CONTROL SURVEY AND ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) IN U.S. SURVEY FEET. THE "LAND DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
3. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
4. LANDS SHOWN HEREON WERE ABSTRACTED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2021-5552016, DATED: AUGUST 06, 2021 8:00 A.M., HAS BEEN REVIEWED BY THIS OFFICE, AND ALL ENCUMBRANCES THAT AFFECT THE PROPERTY ARE SHOWN OR NOTED HEREON. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS OFFICE. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR AND ARE NOT SHOWN ON THIS SURVEY.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 10, 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

**SHEET 1 OF 4****CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

Digitally signed by David  
Lindley  
DN: c=US, st=FL, l=Boca  
Raton, o=Caulfield &  
Wheeler, Inc., ou=Survey,  
cn=David Lindley,  
email=dave@cwassoc.co  
m  
Date: 2022.05.10 07:35:54  
+0400

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

DATE	5/10/2022
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	7955fteacdd

**AVENIR - COCONUT  
20' FLOW THRU EASEMENT (PARCEL 8)  
SKETCH OF DESCRIPTION FOR AD**



EXHIBIT "A"  
PARCEL 8



C-18 CANAL

BEE LINE HIGHWAY

SITE

AVENIR

P.B. 127, PGS. 85-109  
P.B.C.R.

NORTHLAKE BLVD.

LOCATION MAP  
NOT TO SCALE



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR - COCONUT  
20' FLOW THRU EASEMENT (PARCEL 8)  
SKETCH OF DESCRIPTION FOR AD

**SHEET 2 OF 4**

DATE 5/10/2022

DRAWN BY DLS

F.B./ PG. NONE

SCALE NONE

JOB NO. 7955fteacdd

**EXHIBIT "A"**

**PARCEL 8**

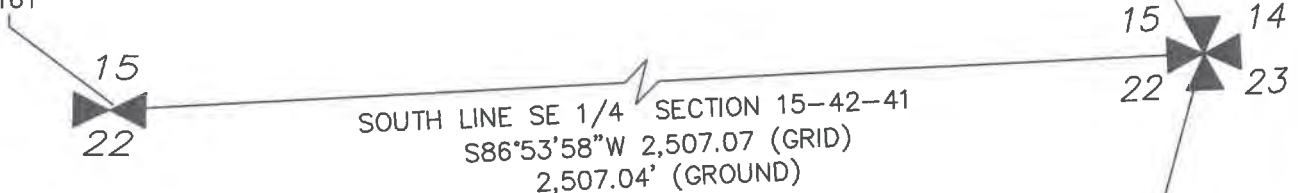
**NOTES  
COORDINATES, BEARINGS AND DISTANCES**

COORDINATES SHOWN ARE GRID  
DATUM = NAD 83 (90 ADJUSTMENT)  
ZONE = FLORIDA EAST  
LINEAR UNIT = US SURVEY FEET  
COORDINATE SYSTEM 1983 STATE PLANE  
TRANSVERSE MERCATOR PROJECTION  
ALL DISTANCES ARE GROUND, UNLESS NOTED OTHERWISE  
SCALE FACTOR = 1.0000108  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
BEARINGS AS SHOWN HEREON ARE GRID DATUM,  
NAD 83 (90 ADJUSTMENT), FLORIDA EAST ZONE.



POINT OF BEGINNING  
SEE SHEET 4 OF 4  
N 910183.49  
E 902690.05

S1/4 CORNER SECTION 15-42-41  
FOUND PALM BEACH COUNTY BRASS DISK  
N 900941.189  
E 905041.161



SE CORNER SECTION 15-42-41  
FOUND PALM BEACH COUNTY DISK  
N 901076.795  
E 907544.580

**SHEET 3 OF 4**



**CAULFIELD & WHEELER, INC.**

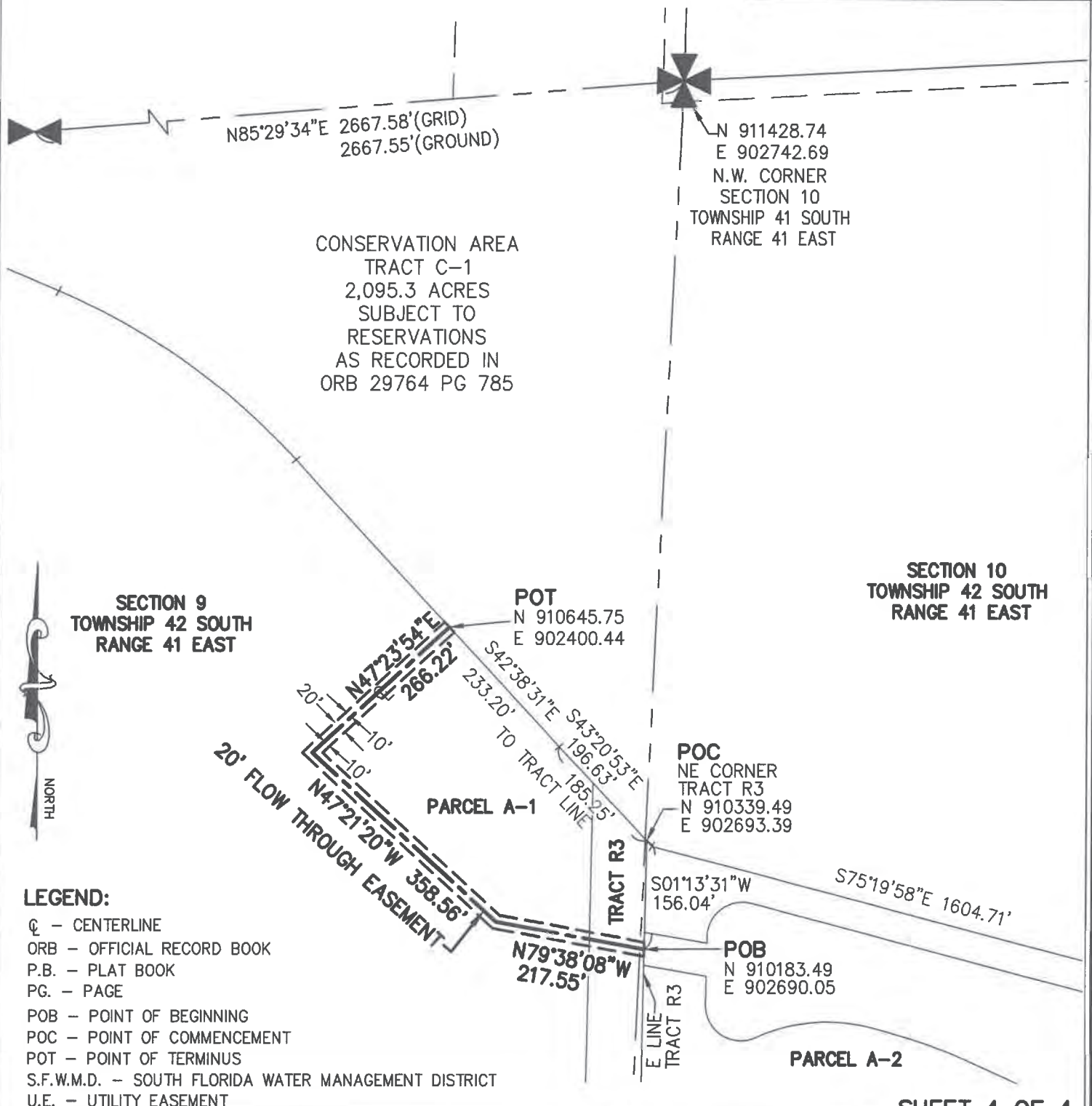
CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR - COCONUT  
20' FLOW THRU EASEMENT (PARCEL 8)  
SKETCH OF DESCRIPTION FOR AD**

DATE	5/10/2022
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	7955fteacdd

# EXHIBIT "A"

## PARCEL 8



SHEET 4 OF 4



### CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

### GRAPHIC SCALE

0 100 200



( IN FEET )

1 INCH = 200 FT.

DATE 5/10/2022

DRAWN BY DLS

F.B./ PG. NONE

SCALE NONE

JOB NO. 7955fteacdd

AVENIR - COCONUT  
20' FLOW THRU EASEMENT (PARCEL 8)  
SKETCH OF DESCRIPTION FOR AD



7027 SW 87th Court, Miami FL 33173 | Phone: 305-246-3223 | Fax: 305-246-0481

**Proposal - Mulch for Spine Road Phase 1/Northlake Blvd. Parkway/Spine Road Phase 2**

Date: July 12, 2022

To: Avenir Development

Project: Avenir Development

Key	Description	Spec	Qty	Unit Cost	Total Cost
	Melaleuca Mulch	3" Depth, Cubic Yard	2200	\$ 30.00	\$ 66,000.00

Total: \$ 66,000.00

**Notes...**

\*Mulch replenishment covers Spine Road Phase 1, Spine Road Phase 2 and Northlake Blvd. Parkway

\_\_\_\_\_  
Arazoza Bros., Corp. (Signature)

07/12/22  
Date

\_\_\_\_\_  
(print name & title)

07/12/22  
Date

\_\_\_\_\_  
Approved by (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(print name & title)

\_\_\_\_\_  
Date

**CONSIDER APPROVAL OF PROPOSAL  
FOR MULCHING SPINE ROAD PHASE 1,  
NORTHLAKE BOULEVARD  
PARKWAY & SPINE ROAD PHASE 2**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

## CONSTRUCTION CONTRACT

**THIS CONSTRUCTION AGREEMENT** (this "Agreement" of "Contract") made this \_\_\_\_ day of July, 2022 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **GRSC, INC.**, a Florida Corporation (herein called "Contractor") whose address is 1643 N.W. Dove Court, Stuart, FL 34994, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

**Section 1.** Contractor agrees to furnish all labor, materials, equipment, permits, etc. as needed to perform all Work described in section 2 hereof for:

AVENIR POD 4 & CDD PCD BUFFER – REAR YARD DRAINS (EAST PHASE)

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the General Conditions, Plans and Specifications, and Addenda. The Contractor agrees that he has examined the site of the Project and the plans & specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the plans and specifications for said work, such discrepancies shall be promptly reported to the Owner.

**Section 2.** The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, etc. including all cleaning and daily removal of Contractor's debris necessary for the execution and completion of (herein called the "Work"):

**See Attachment "A" - Scope of Work**  
**See Attachment "B" – Schedule of Values**  
**See Attachment "C" – Contract Documents**

Attachments incorporated herein by reference are made part of this Agreement.

**Section 3.** Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable

Owner \_\_\_\_\_ Contractor \_\_\_\_\_

to items for which it is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

**Section 4.** Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS AND NO CENTS (\$155,000.00)** subject to the additions and deductions as provided for in this Agreement.

Final payment amount to be adjusted based on the length of the pipe installed per the unit prices shown in the schedule of values (Attachment "B").

**Section 5.** Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" of the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

**Contractor shall submit Requisitions on or before the 20th of each month, for work completed through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 20 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.**

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

- (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
- (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
- (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.

It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner reserves the right at its discretion to issue a joint check or to make direct payments to any

Owner\_\_\_\_\_ Contractor\_\_\_\_\_

supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1 ) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM

Owner\_\_\_\_\_ Contractor\_\_\_\_\_



IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

C. **INSURANCE:** Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than \$2,000,000 for bodily injury and property damage.
2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than \$2,000,000 each accident/\$2,000,000 disease-each employee/\$2,000,000 disease-policy limit.
3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.
4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than \$2,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than \$1 million.
5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20 10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the

Owner\_\_\_\_\_ Contractor\_\_\_\_\_

Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver

Owner\_\_\_\_\_ Contractor\_\_\_\_\_

or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.
  9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.
  10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.
  11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.
- D. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

Owner\_\_\_\_\_ Contractor\_\_\_\_\_

- E. **CHANGES IN THE WORK:** Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.
- F. **ASSIGNMENT:** The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub-contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the latter shall expressly agree to this provision.
- G. **OSHA:** The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.
- H. **GUARANTEE:** The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes, and will be of good quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by

Owner\_\_\_\_\_ Contractor\_\_\_\_\_

the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.
- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against

Owner\_\_\_\_\_ Contractor\_\_\_\_\_

Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contract, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

- L. **COST INCREASES:** Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.
- M. **LIMIT ON DAMAGES:** Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall

Owner\_\_\_\_\_ Contractor\_\_\_\_\_



expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for which the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.

- N. SEVERABILITY: If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.
- O. NOTICES: Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner: AVENIR COMMUNITY DEVELOPMENT DISTRICT  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Att: Jason Pierman, District Manager

With Copy To: BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.  
Las Olas Square, Suite 600  
515 East Las Olas Boulevard, 6<sup>th</sup> Floor  
Ft. Lauderdale, FL 33301  
Att: Michael J. Pawelczyk, Esq., District Counsel

To Contractor: GRSC, INC.  
1643 N.W. Dove Court  
Stuart, FL 34994  
Att: Gaynam B. Rackstraw, President

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if

Owner\_\_\_\_\_ Contractor\_\_\_\_\_

by overnight courier delivery, the day on which the notice is actually received by the Party;  
(c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

P. SOVEREIGN IMMUNITY: The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190, Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

(a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

Owner\_\_\_\_\_ Contractor\_\_\_\_\_

or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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

**(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:**

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

**S. SCRUTINIZED COMPANY LIST:**

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the

Owner\_\_\_\_\_ Contractor\_\_\_\_\_

Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

**T. E-Verify:**

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 Owner 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 Owner 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 Owner 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 Owner 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 Owner shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Owner\_\_\_\_\_ Contractor\_\_\_\_\_

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

WITNESSES:

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

\_\_\_\_\_  
Print  
Name:

By:

\_\_\_\_\_  
Name: Virginia Cepero, Chairperson  
Board of Supervisors

\_\_\_\_\_  
Print  
Name:

Dated:

WITNESSES:

CONTRACTOR:

GRSC, INC., a Florida corporation

\_\_\_\_\_  
Print  
Name:

By:

\_\_\_\_\_  
Name: Gayman B. Rackstraw  
Title: President

\_\_\_\_\_  
Print  
Name:

Dated:

**ATTACHMENT "A"**  
**SCOPE OF WORK**

Provide all labor, material, equipment, tools, staging, licenses, taxes, hoisting equipment, dewatering and supervision required for proper and complete performance of the Work.

- Install rear yard drains, including the required grading, compacting and earthwork operations required to final grade and compact the soil where the drainage is to be installed.
- Provide engineering drawings, shop drawings.
- Install rear yard drains as depicted in the Paving and Drainage System plans prepare by Ballbe & Associates.
- Surveying services to be provided by Owner.

Owner\_\_\_\_\_ Contractor\_\_\_\_\_



**ATTACHMENT "B"**  
**SCHEDULE OF VALUES**

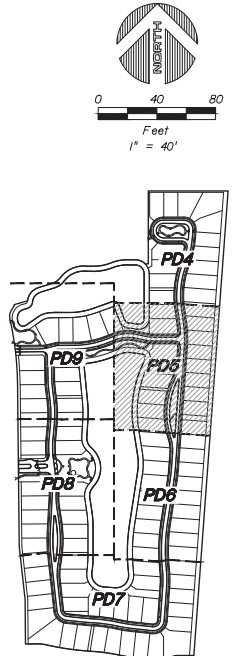
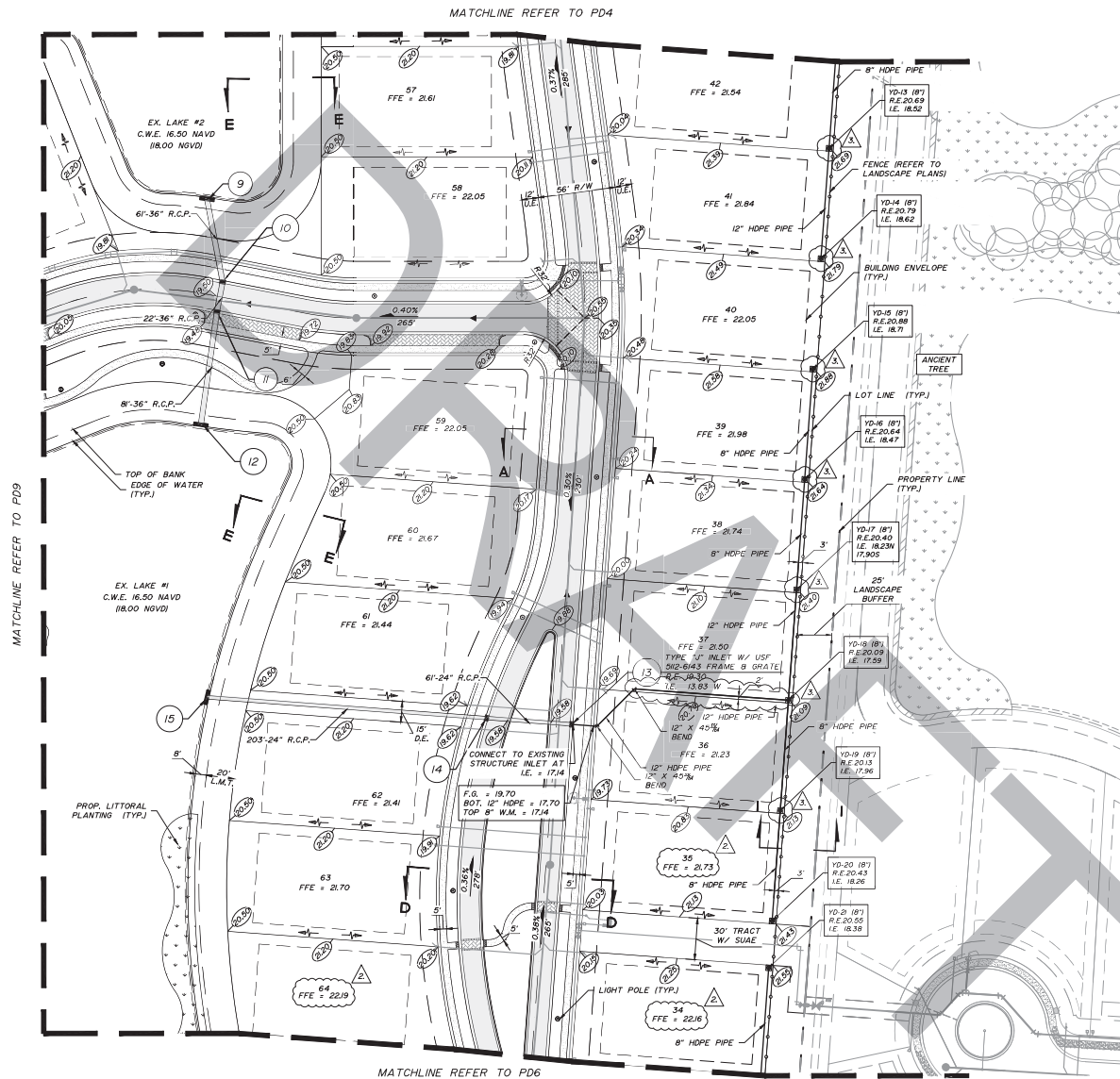
Owner\_\_\_\_\_ Contractor\_\_\_\_\_

**ATTACHMENT "C"**  
**CONTRACT DOCUMENTS**

- AVENIR – SITE PLAN #1 POD – 4 PAVING AND DRAINAGE SYSTEM PLAN prepared by Ballbé & Associates, Inc., date June , 2022, see attached.

Owner\_\_\_\_\_ Contractor\_\_\_\_\_





KEY MAP

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION
1	04/04/2022	CRH	REVISED LOCATIONS OF DRAINAGE PIPES AND DRAINS				
2	02/11/2022	CRH	ADDED REAR YARD DRAINAGE AND REVISED FFE				

Designed by: C.J.B. Date: 1/2018  
 Drawn by: M.A.B. Date: 1/2018  
 Checked by: \_\_\_\_\_ Date: \_\_\_\_\_

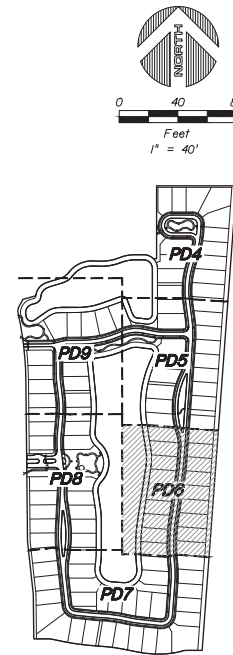
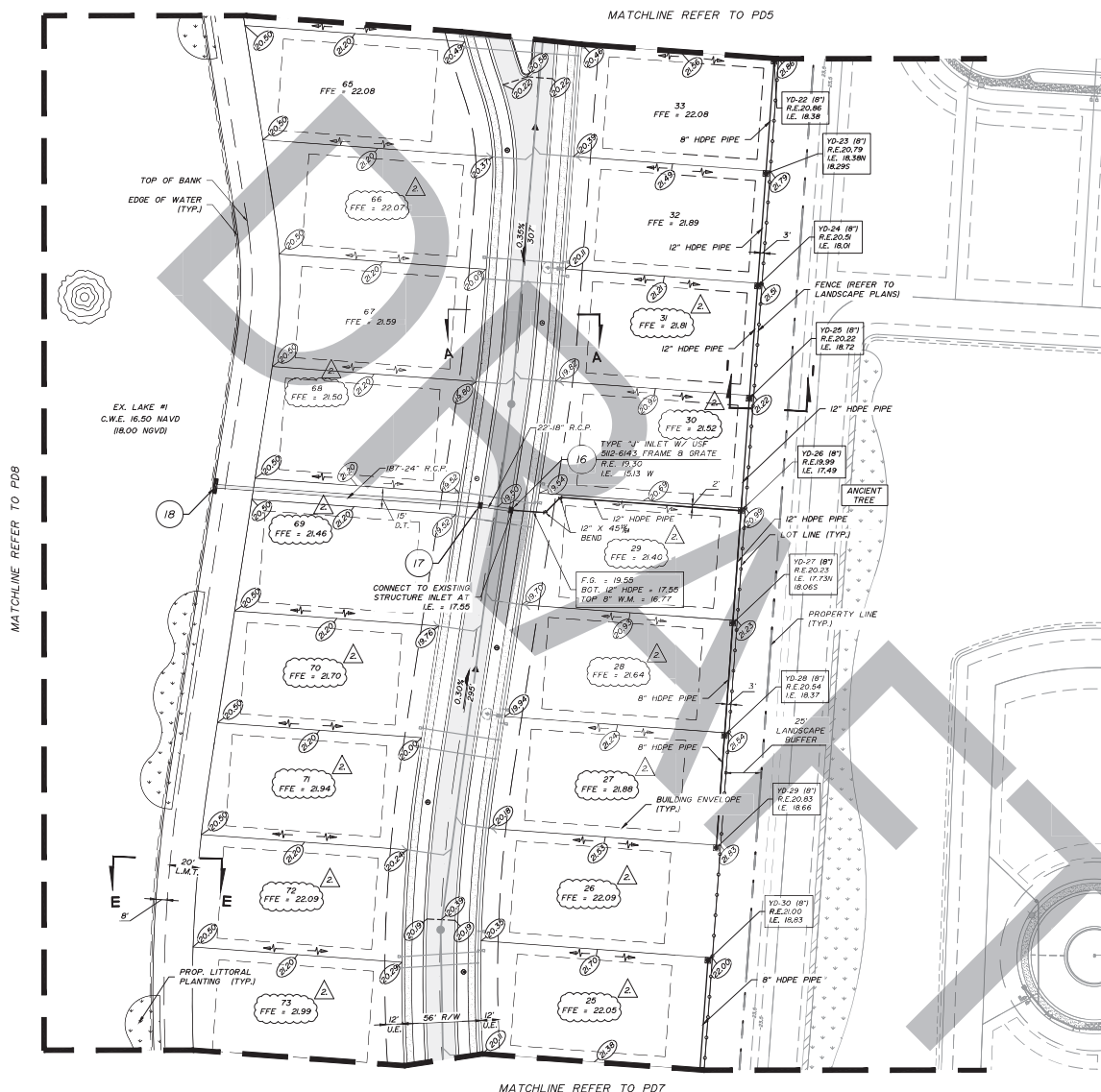
**BALLBÉ & ASSOCIATES**  
 Civil Engineering • Planning • Surveying

2737 Northeast 30th Place  
 Fort Lauderdale, Florida 33306  
 Phone: (954) 491-7811  
 Authorization No. CA-26426

Engineer of Record: CARLOS J. BALLBÉ  
 Registered Engineer Number: 4181  
 Date: 06/03/2022

PAVING AND DRAINAGE SYSTEM  
 PLAN  
 AVENIR - SITE PLAN #1 POD-4  
 AVENIR DEVELOPMENT, LLC

Project Number:  
201704  
 Sheet Number:  
PD5



KEY MAP

																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				</
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	----





## FIBER RELOCATION AGREEMENT

THIS FIBER RELOCATION AGREEMENT (this "Agreement") is made effective as of the date of the last signature below (the "Effective Date"), by and between Crown Castle Fiber LLC, a New York limited liability company ("Crown"), and Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having an address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 ("Company").

### BACKGROUND:

Company owns or controls certain real property that Company desires to develop. However, certain fiber, wires, cables, underground conduit, above-ground enclosures, markers, concrete pads, and other appurtenant fixtures and equipment owned or controlled by Crown ("Property") is in the way of Company's desired development. Company seeks to have Crown relocate Crown's Property to accommodate such development, and Crown is willing to relocate such Property, provided that: (a) Company pays the cost of relocation, and (b) Company grants Crown an easement to locate Crown's Property on the developed property, all as more particularly provided below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

**1. Scope of Work.** The Scope of Work outlined in Exhibit A describes work to be performed pursuant to this Agreement ("Project"), specifying detail including the location, scope of work, schedule, pricing, and any other pertinent information required for the Project. This Agreement, together with Exhibit A, purchase orders, attachments, exhibits, drawings, specifications, instructions, issued and agreed to hereunder shall be hereinafter referred to collectively as the "Contract Documents." The work which Crown is engaged by Company to perform pursuant to the Contract Documents is hereinafter referred to as the "Work." The Work may be performed by a Crown affiliate.

### **2. Pricing, Payment, and Liens.**

- a. The method of determining the amount to be paid by Company to Crown for performing the Work for the Project shall be set forth in Exhibit A.
- b. Company shall review invoices sent by Crown and notify Crown of any dispute of any of the charges set forth in the invoice within fifteen (15) business days of receipt. Company shall pay the undisputed portion of such invoices within thirty-five (35) days of receipt. Crown will impose a late charge of one percent per month on all amounts not paid by the deadlines set forth herein. In cases where Work is to be performed by Crown on a time and materials basis, Company shall be entitled to receive appropriate supporting documentation (i.e., receipts) for materials which the Contract Documents provide are to be charged to Company (except per diem, if any), and Company may withhold payment on such specific items where such documentation is lacking until such documentation is provided. No interest shall accrue on the unpaid amount of any such undocumented items unless and until the appropriate documentation is provided and the applicable payment period shall have expired. The existence of a dispute as to any specific item shall not affect Company's obligation to pay for all undisputed items.
- c. Company shall not make, file or maintain a mechanic's or other lien or claim of any kind or character whatsoever against any fiber, tower, small cell site, building, site, or other structure to which the Work relates, the additions, improvements, alterations, or repairs made thereon, the ground on which said fiber, tower, small cell site, building or other structure is situated, or any other property or property interest owned, held, occupied or otherwise possessed by Crown or its affiliates for or on account of any labor, materials, fixtures, tools, machinery, equipment or any other things furnished, or any other work done or performance given under,



arising out of, or in any manner connected with the Work, or any agreement supplemental thereto.

**3. Performance Standards and Warranties.** Crown will perform the Work required pursuant to the Contract Documents by making use of its skill and experience and with due consideration to standards of care generally accepted in the communications contracting industry. Crown will not be responsible for defects or incorrect relocation caused in whole or in part by Company's acts, omissions, negligence or misconduct or the acts, omissions, negligence or misconduct of Company's customers or any other third party. NO OTHER WARRANTY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED OR IMPLIED (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY) SHALL BE APPLICABLE TO THE WORK PROVIDED BY CROWN PURSUANT TO THIS AGREEMENT.

**4. Limitation of Liability.** UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL CROWN BE LIABLE TO COMPANY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

**5. Applicable Law; Venue.** Unless as otherwise required by law, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the the State of Florida, without regard to conflicts of law principles. All suits, actions or other proceedings brought by either party arising out of or relating to this Agreement shall be brought only in the 15th Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

**6. Disputes.** If for any reason Company and Crown are unable to resolve a dispute, the party initiating the dispute shall notify the other party in writing that a dispute exists. Such notification shall provide sufficient details of the dispute so as to allow the other party to respond to the notification. The party receiving the notification shall respond with sufficient details of its position within fifteen (15) business days.

If the parties are then unable to settle the dispute, the dispute will be referred to senior executives of the parties who shall have designated authority to settle the dispute. The parties shall promptly prepare and exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations that have taken place and attaching relevant documents. The senior executives will meet for negotiations at a mutually agreed time and place or via phone. If the matter has not been resolved within thirty (30) calendar days of the commencement of such negotiations, the parties agree to consider resolution of the dispute pursuant to Section 6.

**7. Indemnification.** To the extent permitted by Florida law, Company shall indemnify, defend and hold harmless Crown, its affiliates, its employees, officers, directors, agents, successors, assigns, and landlords from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, reasonable attorneys' fees, costs, expenses and losses which result or arise from: 1) injuries to or death of any persons or damage to property, including theft, in any way arising out of or caused by the Work performed; 2) any failure of Company to perform its obligations under this Agreement, or breach by Company of any representation, warranty, covenant or agreement contained in the Agreement; 3) any release of hazardous substances, pollutants or contaminants caused in the performance of the Work; 4) any violation of any law, regulation, rule, standard, or other governmental requirement by Company; and 5) any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights arising from or in connection with the products or materials provided or the Work performed under the Agreement or their use.

## **8. Insurance.**

- a. At its expense, Crown shall obtain and maintain in effect at all times during the performance of Work insurance coverage with limits not less than those set forth below:
  - i. Workers' Compensation insurance as required by any applicable law or regulation.
  - ii. Primary comprehensive general liability insurance, including contractor's protective (contingent), contractual and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage claims arising out of any one incident.
  - iii. Primary comprehensive automobile liability insurance with a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage claims arising out of any one incident.
  - iv. Umbrella liability insurance with a combined single limit of Five Million Dollars (\$5,000,000) in excess of the foregoing coverages indicated above for all insured claims arising out of any one incident.
- b. Crown shall deliver to Company, upon request by Company, certificates of insurance evidencing the above-described coverage. Such certificates shall be issued in forms reasonably acceptable to Company and shall provide that not less than thirty (30) calendar days advance written notice will be given to Company prior to cancellation, termination or material alteration of such policies. Except with respect to workers' compensation coverage, all policies of insurance required pursuant to this Agreement shall name Company as an additional insured, but only with respect to liability arising out of Work to be performed pursuant to this Agreement.

## **9. Subcontracts.** Crown may subcontract or delegate any or all of the Work.

## **10. Confidentiality.**

- a. Each party shall hold Confidential Information received from the other party with the same degree of care as it would its own confidential information, but with no less than reasonable commercial care, and shall use such information only for the purpose for which it is disclosed and in accordance with this Agreement. The receiving party shall not disclose Confidential Information to any third party without the prior written approval of the disclosing party, except that Crown may disclose Confidential Information to its agents, employees, officers, attorneys, and contractors to the extent they need to know the Confidential Information under this Agreement. The receiving party shall only use the Confidential Information of the disclosing party for the purpose of this Agreement. No ownership right in Confidential Information is transferred in any manner pursuant to this Agreement. "Confidential Information" means information, including, but not limited to, information regarding: (i) the disclosing party's assets, liabilities, operations, financial conditions, employees, suppliers, plans, prospects, management, investors, products, strategies and techniques; (ii) the disclosing party's products system designs, system planning or technical data; (iii) the identity and confidential information of the receiving party's suppliers, landlords, and customers; and (iv) trade secrets.
- b. The confidentiality restrictions of this Agreement shall not apply to any information: (i) lawfully received from another source free of restriction and without breach of this Agreement; (ii) that becomes generally available to the public without breach of this Agreement; (iii) known to the receiving party at the time of disclosure; (iv) independently developed by the receiving party without reference or resort to the Confidential Information;

(v) disclosed pursuant to written consent of the disclosing party; or (vi) if legally permitted, is required by legal process or court order to be disclosed by the receiving party, provided that the receiving party provides the disclosing party prompt written notice of such requirement prior to such disclosure.

- c. The obligation to protect the confidentiality of Confidential Information shall survive the expiration, termination or assignment of this Agreement. Notwithstanding, the parties acknowledge that Florida's Public Records Law (Chapter 119, Florida Statutes), and related provisions of Florida law, govern the disclosure of records.

#### **11. Release of Information.**

- a. Neither party shall publicly advertise or publish information concerning the entry into, execution of, terms or delivery of this Agreement, including, but not limited to the nature of this Agreement, its terms or conditions, or the terms and conditions of a Contract Document issued hereunder, without the prior written consent of the other party, unless necessary to perform the Work. Crown understands and agrees that this Agreement will be included on an agenda and as part of an agenda package presented to the Board of Supervisors of Company for consideration at a public meeting as required by Florida law, that the agenda and agenda package will be posted on the Company's website as required by Florida law, and that such Agreement is a public record subject to disclosure pursuant to Chapter 199, Florida Statutes (Florida's Public Records Law).
- b. Neither party shall use the name or trademark of the other, or any of their respective parent companies, subsidiaries, affiliates or partners with respect to any advertising, promotion, publicity or representation that either party may make in connection with the party's business, services and/or product lines, as applicable, without the prior written consent of the other party.

**12. Delays.** The parties acknowledge that they expect to agree upon a schedule for the completion of the Work in connection with each Project undertaken. Crown will use reasonable efforts to complete the Work in accordance with the applicable schedule. In any event, Crown will not be responsible for delays that occur for reasons outside its reasonable control, as provided in Section 14. of this Agreement.

**13. Force Majeure.** Crown shall not be liable for delay or interruption in the performance of Work, or for inability to perform the Work, due to acts of God, flood, fire, lightning, earthquake, epidemic, quarantine restriction, war, sabotage, acts of a public enemy, insurrection, riot, civil disturbance, accidents or disruptions such as fire, explosion or major equipment breakdown, failures or delay beyond Crown's reasonable control in securing necessary materials, equipment, services or facilities, strikes, slowdowns, jurisdictional disputes or other labor difficulties, restraint by court order or public authority, any act, delay or failure to act by any governmental authority, including delay or failure to obtain authorizations or approvals from any governmental authority, any delay caused by Company or any party acting under the direction of Company or on its behalf, or any other cause beyond Crown's reasonable control. Upon receipt of a notice from Crown requesting appropriate action, Company and Crown will negotiate mutually acceptable changes to the Contract Documents which effect equitable adjustments in prices, schedules and any other affected provision of the Contract Documents resulting from the occurrence of any such event.

**14. Changes.** Company will cooperate with Crown as required to permit Crown to perform the Work in a timely and cost-effective manner, and, in connection therewith, Company will keep Crown apprised generally of Company's plans, goals and prospects for the Project. By written agreement between the Company and Crown, Company may request changes to the Work or any portion thereof which has been contracted. If any such change causes an increase in the cost of Crown's performance or the time for performance, Crown shall not be required to implement any such change unless and until Crown is given an equitable adjustment in the price and performance schedule. If in the course of its performance of the Work, Crown discovers a specific Project-related situation which will cause an unforeseen delay or

necessitate the incurring by Crown of unanticipated extra costs, Crown will be compensated for such unanticipated extra costs. If any dispute arises over any change order, Crown may continue with the performance of the Work as it was originally described without giving effect to such change and will be entitled to compensation therefor as originally provided in the Contract Documents.

**15. Termination.** Either party may terminate this Agreement by reason of the default of the other party; provided, however, that the party seeking to terminate this Agreement shall first give the other party written notice of the claimed default and its intention to terminate this Agreement by virtue of such default and thirty (30) days within which to cure such default; provided, however, that if such default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, then the defaulting party shall not be deemed to be in default, so long as it commences promptly within such thirty (30) day period such action as shall reasonably be necessary to cure such default and in good faith diligently pursues such cure to conclusion. If the claimed default is not cured within such thirty (30) day period (or such longer period as provided in the preceding sentence), then the non-defaulting party may, upon written notice, terminate this Agreement. In the event of a default by Company, Company shall pay Crown the full amount owed under this Agreement.

**16. Independent Contractor.** Crown's relationship to Company under this Agreement is that of independent contractor. Neither Crown nor any of its employees, subcontractors or consultants shall be designated as employees, agents, joint venturers or partners of Company.

**17. Notices.**

- a. Any notice delivered under this Agreement shall be in writing and shall be delivered by certified mail or recognized overnight courier service addressed to the parties at the addresses set forth below or to such other address as a party may subsequently designate in a written notice delivered pursuant to this provision:

If to Company:

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

If to Crown:

Crown Castle Fiber LLC  
2000 Corporate Drive  
Canonsburg, PA 15317  
Attention: Network

Copy to: Crown Castle Fiber LLC  
1500 Corporate Drive  
Canonsburg, PA 15317  
Attn: Legal - Infrastructure

- b. Any notice given by Certified U.S. Mail or courier delivery service shall be effective on the earliest of: i) the expiration of five (5) business days after the day it is mailed; or (ii) the date of receipt as evidenced by the U.S. Postal Service's domestic return receipt or courier delivery service receipt.

**18. Term of Agreement.** The term of this Agreement shall commence on the Effective Date. Unless terminated sooner in accordance with Section 16, the term of the Agreement shall be the longer of: (i) six (6) months; or (ii) the completion of the Work.

**19. Entire Agreement.** This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written communications, understandings or agreements between the parties with respect to such subject matter. In no event shall preprinted terms or conditions found on any purchase order, work order, or similar document issued by Company be considered part of, or an amendment or modification to, this Agreement.

**20. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible, and such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof. Any court or arbitrator having jurisdiction over this Agreement shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

**21. Amendments.** No amendment, waiver or discharge of any provision of this Agreement will be effective unless made in a writing that specifically identifies this Agreement and the provision intended to be amended, waived or discharged and is signed by Crown and Company. Each such amendment, waiver or discharge will be effective only in the specific instance and for the purpose for which it is given.

**22. Assignments.** Company may not assign this Agreement without the prior written agreement of Crown. Crown may assign this Agreement to its parent or any subsidiary, affiliate, or successor without the written consent of Company.

**23. Sovereign Immunity.** Nothing herein shall constitute or be construed as a waiver by Company of the privileges, immunities, and limitations of liability afforded the Company pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**24. Public Records.**

a. Crown 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 Company to perform the services or work set forth in this Agreement; and

2. Upon the request of the Company's custodian of public records, provide the Company 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 Crown does not transfer the records to the Company; and

4. Upon completion of the Agreement, transfer, at no cost to the Company, all public records in possession of Crown or keep and maintain public records required by the Company to perform the service or work provided for in this Agreement. If Crown transfers all public records to the Company upon completion of the Agreement, Crown shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Crown keeps and maintains public records upon completion of the Agreement, Crown shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Company, upon request from the Company's custodian of public records, in a format that is compatible with the information technology systems of the Company.

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

public records to the Company within a reasonable time, Crown may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

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

**25. Survival.** Any provision contained within the Agreement which by its very nature is intended to survive termination of the Agreement shall survive such termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Crown Castle Fiber LLC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company:

Avenir Community Development District

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

**I. Location of Fiber Relocation**

**II. Scope of Work**

**III. Schedule**

**IV. Pricing**



1. Date of Request: 05/06/2022

- Location(s): 12001 Northlake Blvd & Avenir Dr. West Palm Beach FL 33412
- Scope of work: At the request of the Company, Crown Castle will relocate the existing handholes along Northlake Blvd from Coconut Blvd. to SR 7. When the right away is staked out for final grade construction will be sent out to relocate the handholes to grade. Refer to **Attachment 1** attached hereto.

- Crown Castle will complete the following tasks:

- Create construction drawings to plan and execute the requested work.
- Order all associated materials
- Complete the construction of the requested relocation
- Update (CADD) Crown Castle existing as-built drawings to show new Handhole locations

- Relocation Charges:

- Engineering \$ 0.00
- Materials \$ 1,685
- Construction/Splicing \$ 16,500

**Total: \$ 18,185**

6. Special Requirements or Notes:

- Please note that NO WORK can commence until an executed copy of this contract is signed by the Customer and payment is provided to Crown Castle.
- Full payment must then be made to Crown Castle before any Engineering and Construction is performed.

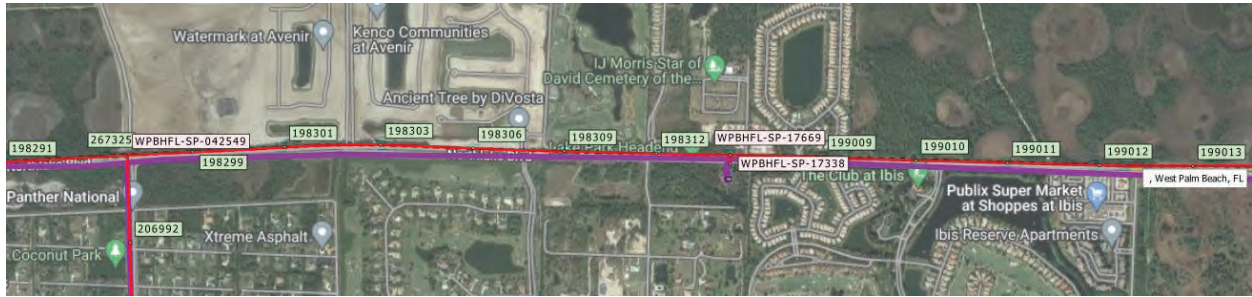
7. Anticipated Completion Date: After receipt of signed contract and payment, Crown Castle will schedule the work with a target completion date of 45 calendar days after all permit and customer circuit releases are approved.

8. Please make checks payable to Crown Castle Fiber and mail to:

J.P. Morgan Bank  
P.O. Box 28730  
New York, NY 10087-8730  
Reference: Customer #1

# Area of Proposed Work

## Attachment 1





3718 Interstate Park Rd N  
Riviera Beach, FL 33404

# Estimate

Date	Estimate #
5/26/2022	10064

Name / Address
Avenir CDD Keith O'Brien 12001 Northlake Blvd West Palm Beach, FL 33412 561-239-5651

Ship To
Blue Heron west, make a right on the Beeline Hwy, then left on Northlake Blvd go west on Northlake about 3 miles, Avenir will be on the right

Terms	Rep	Account #	Project
Net 30	RG		

Description	Qty	Cost	Total
INSTRUCTIONS: (ENTER INTERSECTION INFO & ZIP CODE) BELOW INTO GPS FOR DETAILED DIRECTIONS: NORTHLAKE & AVENIR DRIVE, 33412 MAIN ENTRANCE AT NORTHLAKE & AVENIR DRIVE: Light the trunks and fronds of 11 large Medjool Palms in the center median with 32 sets of COAXIAL WARM WHITE LED mini lights per tree (20 fronds to be lit per tree) Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	352	25.00	8,800.00
TAX EXEMPT CERTIFICATE ON FILE EXPIRED 1/31/22 - PLEASE PROVIDE A NEW ONE			
BUCKET TRUCK/EQUIPMENT FEE: INCLUDED	0	0.00	0.00
*Set-up, maintenance, take-down and storage is included. Maintenance is included from November 15th through January 2nd. Repairs outside of that time will cost extra. Lights can be left up until the end of January at no additional charge. Lights to be left up beyond that time will incur additional charges. All greens (trees, wreaths, garland, menorahs, etc.) must come down by January 15th. Any greens left up beyond January 15th at the customers request, will incur additional charges. *Estimates are valid for only 30 days. *All pricing includes all extension cords, staples, tie wraps, etc. in order to complete each job. *All prices are for leased product, unless otherwise noted. ***GFI outlets are notoriously sensitive to tripping. Customers are responsible for resetting all GFI's. There is no		0.00	0.00T

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.	Subtotal
	Sales Tax (0.0%)
	Total

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com



3718 Interstate Park Rd N  
Riviera Beach, FL 33404

# Estimate

Date	Estimate #
5/26/2022	10064

Name / Address
Avenir CDD Keith O'Brien 12001 Northlake Blvd West Palm Beach, FL 33412 561-239-5651

Ship To
Blue Heron west, make a right on the Beeline Hwy, then left on Northlake Blvd go west on Northlake about 3 miles, Avenir will be on the right

Terms	Rep	Account #	Project
Net 30	RG		

Description	Qty	Cost	Total
<p>way to prevent GFI protected outlets or breakers from tripping when the LIGHTS get wet. They simply must be reset once they are dried out. Please have someone check them each evening to ensure that power is going to the lights.</p> <p>*Electrical receptacles are necessary for each area to be lit.</p> <p>*All trees &amp; palms must be substantially pruned by September 15th or a minimum of 60 days prior to your turn-on date, failure to do so will result in pruning charges.</p> <p>*Hot glue is the only effective way to attach lights to concrete or stucco surfaces and some residue may be left once the lights are removed. We will make every effort to minimize the leftover residue and damage that may occur when removing the lights but the customer may have to make some repairs to the concrete/stucco surfaces after the lights have been removed. Randy's Holiday Lighting will not be responsible for repairing these surfaces if they become damaged during removal.</p> <p>*INSTALLATION DATES are booked upon receiving your signed contract and a 50% deposit.</p> <p>*Removal of all lighting is done from Jan 2nd through Jan 31 unless other arrangements are made in writing.</p> <p>Removal of all greens (Xmas trees, garland, wreaths, menorahs, etc). is done between January 2nd and January 15th.</p> <p>*Randy's Holiday Lighting reserves the right to use pictures of the above listed decor in promotional material.</p> <p>*All damages or theft to lights and decorations that we have no control over, i.e. vandalism, theft, damage from lawn maintenance equipment, severe weather, electrical surges, or unpruned palm fronds will be billed as an additional charge to the customer. In the event of a disaster (i.e. hurricane, tornado, etc.) damaged lights/decorations or lights that must be reinstalled will be charged to the customer.</p> <p>*All lights are attached by staples and this pricing reflects using staples. If, for any reason, we cannot use staples,</p>			
WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.		Subtotal	
		Sales Tax (0.0%)	
		Total	

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com



3718 Interstate Park Rd N  
Riviera Beach, FL 33404

# Estimate

Date	Estimate #
5/26/2022	10064

Name / Address
Avenir CDD Keith O'Brien 12001 Northlake Blvd West Palm Beach, FL 33412 561-239-5651

Ship To
Blue Heron west, make a right on the Beeline Hwy, then left on Northlake Blvd go west on Northlake about 3 miles, Avenir will be on the right

Terms	Rep	Account #	Project
Net 30	RG		

Description	Qty	Cost	Total
<p>there will be an upcharge for alternate methods of attaching lights.</p> <p>*It is necessary many times to drive our trucks on sidewalks in order to install holiday lights but we will not be responsible for any damage our trucks may do to the sidewalks. If you do not want our trucks to drive on your sidewalks, you must notify us in writing.</p> <p>* Any legal action brought by or against either party under the terms of this Agreement shall be determined by the laws of the State of Florida, and venue and jurisdiction for said action shall be within the county of Palm Beach and the State of Florida, respectively</p> <p>*Randy's Holiday Lighting must be allowed to install lights up to 60 days prior to your turn on date. The lights will remain unplugged until your turn on date, we will ensure that your lights work properly on that date.</p> <p>*We realize that your Holiday lighting is important, if your lights are not working properly or changes need to be made regarding the decorations, please call Randy's cell phone (561-452-8766) to request repair service. We guarantee to repair or replace them within 48 hours upon notice of the problem. <b>**LICENSED &amp; INSURED**</b></p>			
WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.		<b>Subtotal</b>	\$8,800.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$8,800.00

**Print Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com

DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS "PANTHER NATIONAL AT AVENIR POD 12", BEING A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK \_\_\_\_ PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY MOST NORTHWEST CORNER OF SAID TRACT 1, PANTHER NATIONAL AT AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK \_\_\_\_ PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING A POINT OF CURVATURE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54° 23' 16", HAVING A RADIUS OF 500.00 FEET, HAVING AN ARC DISTANCE OF 474.82 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 23' 14" EAST FOR A DISTANCE OF 457.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24° 35' 56", HAVING A RADIUS OF 1300.73 FEET, HAVING AN ARC DISTANCE OF 558.45 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 16' 56" EAST FOR A DISTANCE OF 554.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57° 23' 41", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 300.52 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 40' 40" EAST FOR A DISTANCE OF 288.11 FEET; THENCE, NORTH 89° 22' 39" EAST FOR A DISTANCE OF 73.36 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 46° 02' 21", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 241.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 36' 11" EAST FOR A DISTANCE OF 234.63 FEET; THENCE, SOUTH 44° 35' 02" EAST FOR A DISTANCE OF 344.48 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 35° 45' 57", HAVING A RADIUS OF 325.00 FEET, HAVING AN ARC DISTANCE OF 202.88 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 27' 58" EAST FOR A DISTANCE OF 199.60 FEET; THENCE, SOUTH 80° 20' 57" EAST FOR A DISTANCE OF 26.54 FEET; THENCE DEPARTING THE NORTH LINE OF SAID TRACT A, SOUTH 45° 25' 02" WEST FOR A DISTANCE OF 228.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47° 33' 29", HAVING A RADIUS OF 164.91 FEET, HAVING AN ARC DISTANCE OF 136.88 FEET, AND WHOSE LONG CHORD BEARS SOUTH 26° 23' 33" EAST FOR A DISTANCE OF 132.98 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 67.85 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 1026.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 56° 41' 22", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 148.41 FEET, AND WHOSE LONG CHORD BEARS SOUTH 28° 20' 43" EAST FOR A DISTANCE OF 142.43 FEET; THENCE, SOUTH 56° 41' 24" EAST FOR A DISTANCE OF 433.48 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27° 57' 05", HAVING A RADIUS OF 950.00 FEET, HAVING AN ARC DISTANCE OF 463.45 FEET, AND WHOSE LONG CHORD BEARS SOUTH 42° 42' 51" EAST FOR A DISTANCE OF 458.87 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 36° 50' 22", HAVING A RADIUS OF 342.00 FEET, HAVING AN ARC DISTANCE OF 219.90 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 09' 30" EAST FOR A DISTANCE OF 216.13 FEET; THENCE, SOUTH 65° 34' 41" EAST FOR A DISTANCE OF 15.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24° 23' 18", HAVING A RADIUS OF 486.00 FEET, HAVING AN ARC DISTANCE OF 207.15 FEET, AND WHOSE LONG CHORD BEARS SOUTH 77° 47' 21" EAST FOR A DISTANCE OF 205.59 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 419.22 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 140.97 FEET; THENCE SOUTH 78°24'16" WEST, A DISTANCE OF 44.92 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 5.99 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 64.60 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 5.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07° 07' 03" 53", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 123.30 FEET, AND WHOSE LONG CHORD BEARS NORTH 86° 28' 03" EAST FOR A DISTANCE OF 123.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 38' 35", HAVING A RADIUS OF 64.60 FEET, HAVING AN ARC DISTANCE OF 26.74 FEET, AND WHOSE LONG CHORD BEARS NORTH 81° 44' 36" EAST FOR A DISTANCE OF 26.42 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 188.80 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 524.36 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24° 25' 19", HAVING A RADIUS OF 885.00 FEET, HAVING AN ARC DISTANCE OF 377.23 FEET, AND WHOSE LONG CHORD BEARS NORTH 77° 47' 21" WEST FOR A DISTANCE OF 374.38 FEET; THENCE NORTH 65°34'41" WEST, A DISTANCE OF 57.76 FEET; THENCE SOUTH 49°37'16" WEST, A DISTANCE OF 214.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 101° 32' 25", HAVING A RADIUS OF 264.72 FEET, HAVING AN ARC DISTANCE OF 471.41 FEET, AND WHOSE LONG CHORD BEARS NORTH 82° 30' 32" WEST FOR A DISTANCE OF 412.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02° 55' 44", HAVING A RADIUS OF 1074.00 FEET, HAVING AN ARC DISTANCE OF 54.90 FEET, AND WHOSE LONG CHORD BEARS NORTH 33° 18' 12" WEST FOR A DISTANCE OF 54.90 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20° 16' 06", HAVING A RADIUS OF 1259.00 FEET, HAVING AN ARC DISTANCE OF 445.37 FEET, AND WHOSE LONG CHORD BEARS NORTH 46° 35' 41" WEST FOR A DISTANCE OF 443.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 106° 38' 09", HAVING A RADIUS OF 271.00 FEET, HAVING AN ARC DISTANCE OF 504.37 FEET, AND WHOSE LONG CHORD BEARS NORTH 03° 24' 12" WEST FOR A DISTANCE OF 434.66 FEET; THENCE NORTH 49°54'25" EAST, A DISTANCE OF 90.10 FEET; THENCE NORTH 47°58'46" WEST, A DISTANCE OF 66.28 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47° 58' 46", HAVING A RADIUS OF 615.00 FEET, HAVING AN ARC DISTANCE OF 515.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 23° 59' 23" WEST FOR A DISTANCE OF 500.09 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 260.45 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09° 42' 43", HAVING A RADIUS OF 1285.00 FEET, HAVING AN ARC DISTANCE OF 217.82 FEET, AND WHOSE LONG CHORD BEARS NORTH 04° 51' 22" EAST FOR A DISTANCE OF 217.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 43' 16", HAVING A RADIUS OF 859.00 FEET, HAVING AN ARC DISTANCE OF 105.77 FEET, AND WHOSE LONG CHORD BEARS NORTH 06° 21' 05" EAST FOR A DISTANCE OF 100.71 FEET; THENCE TO THE WEST LINE OF SAID TRACT A, NORTH 90°00'00" WEST, A DISTANCE OF 1253.00 FEET; THENCE ALONG SAID WEST LINE, NORTH 271°39' EAST, A DISTANCE OF 235.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 70.490 ACRES, MORE OR LESS.

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

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

ROADS

1. TRACT "M", AS SHOWN HEREON, IS HEREBY DEDICATED TO PANTHER NATIONAL HOMEOWNER'S ASSOCIATION, INC. A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE ACCESS, ROADWAY, SIDEWALK, DRAINAGE, GATE, UTILITY AND RELATED PURPOSES. SAID TRACT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS, AN EASEMENT OVER TRACT "M", AND IS HEREBY DEDICATED IN PERPETUITY TO THE CITY OF PALM BEACH GARDENS, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECOURSE TO SEACAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

WATER MANAGEMENT TRACT

2. TRACT "M", 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 RECOURSE TO THE CITY OF PALM BEACH GARDENS.

OPEN SPACE TRACTS

3. TRACTS "O-1" THROUGH "O-23", INCLUSIVE, AS SHOWN HEREON, ARE HEREBY DEDICATED TO PANTHER NATIONAL HOMEOWNER'S ASSOCIATION, INC. A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, LANDSCAPING, SIDEWALKS, GOLF CART PARKING, STORAGE AND OTHER STRUCTURES, DRAINAGE AND UTILITY PURPOSES, FIRE BREAK ACCESS AND FOR ACCESS TO THE ADJOINING STORM WATER MANAGEMENT TRACTS BY THE CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATIONS THEREOF, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

UTILITY EASEMENTS

4. THE UTILITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "UE", ARE HEREBY DEDICATED IN PERPETUITY TO ALL GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES TO INSTALL, OPERATE AND MAINTAIN THEIR RESPECTIVE FACILITIES. SUCH UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, OPERATION, AND MAINTENANCE OF CABLE TELEVISION SERVICES, AS PROVIDED BY A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICE OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, SUCH CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF SUCH UTILITY SHALL COME WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE PUBLIC SERVICE COMMISSION. LANDS ENCUMBERED BY SUCH EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

LANDSCAPE BUFFER EASEMENTS

5. THE LANDSCAPE BUFFER EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "LBE", ARE HEREBY RESERVED BY CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENCUMBERED BY SAID EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES MAY BE PERMITTED WITHIN THE LANDSCAPE BUFFER EASEMENTS AS APPROVED BY OR WITH PRIOR WRITTEN CONSENT OF CENTAUR (PALM BEACH) OWNER LLC, ITS SUCCESSORS AND ASSIGNS AND THE CITY OF PALM BEACH GARDENS.

WATER AND SEWER EASEMENTS

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

LAKE MAINTENANCE TRACT

7. THE LAKE MAINTENANCE TRACT, AS SHOWN HEREON AND DESIGNATED AS "LM", IS HEREBY RESERVED BY CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO STORMWATER MANAGEMENT AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE ASSOCIATED WATER MANAGEMENT TRACTS FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATION OF SAID CENTAUR (PALM BEACH) OWNER LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

FIRE SAFETY ACCESS EASEMENT

8. THE FIRE SAFETY ACCESS EASEMENT, AS SHOWN HEREON AND DESIGNATED AS "FSE", IS HEREBY DEDICATED IN PERPETUITY TO THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF ACCESS, CONTROL AND JURISDICTION FOR FIRE SAFETY. STRUCTURES, FENCING OR OBSTACLES OTHER THAN SOIL ARE PROHIBITED WITHIN THE EASEMENT. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

# PANTHER NATIONAL AT AVENIR POD 12

A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN PLAT BOOK \_\_\_\_ PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY  
RONNIE L. FURNISS  
OF

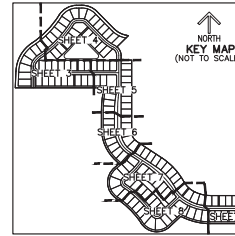
**CAULFIELD and WHEELER, INC.**

SURVEYORS - ENGINEERS - PLANNERS

BOCCA RATON, FLORIDA 33434 - (561)392-1991

CERTIFICATE OF AUTHORIZATION NO. LB3591

JULY 2022



TITLE CERTIFICATION:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, RICHARD G. CHERRY, ESQ., A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON, AND THAT THERE ARE NO ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: \_\_\_\_\_ 2022

RICHARD G. CHERRY, ESQ.,  
ATTORNEY AT LAW  
FLORIDA BAR #303860  
FOR THE FIRM OF CHERRY, EDGAR & SMITH, P.A.

CENTAUR (PALM BEACH) OWNER LLC,  
A DELAWARE LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, THE ABOVE NAMED CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT  
AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WITNESS:  
PRINT NAME:

BY: DOMINIK SENN  
PRESIDENT

WITNESS:  
PRINT NAME:

CENTAUR (PALM BEACH) OWNER LLC,  
A DELAWARE LIMITED LIABILITY COMPANY.

ACKNOWLEDGEMENT:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY DOMINIK SENN, PRESIDENT, ON BEHALF OF CENTAUR (PALM BEACH) OWNER 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

CENTAUR (PALM BEACH)  
OWNER LLC

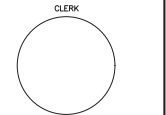
CENTAUR (PALM BEACH)  
OWNER LLC  
NOTARY

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THIS PLAT WAS FILED FOR  
RECORD AT \_\_\_\_ M.  
THIS \_\_\_\_ DAY OF \_\_\_\_  
A.D. 2022 AND DULY RECORDED  
IN PLAT BOOK \_\_\_\_ ON  
PAGE \_\_\_\_ THROUGH \_\_\_\_

JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

BY: \_\_\_\_\_  
DEPUTY CLERK

**SHEET 1 OF 9**



SURVEY NOTES:

- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE CONDUCE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS, AND SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
- BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PALM BEACH GARDENS ZONING REGULATIONS.
- NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
- BEARINGS SHOWN HEREON ARE BASED ON A RECORDED PLAT BEARING OF N0271°39'E ALONG THE WEST LINE OF TRACT 1, PANTHER NATIONAL AT AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK \_\_\_\_ PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- ALL LINES INTERSECTING CURVES ARE RADIAL, UNLESS SHOWN OTHERWISE.
- "NOISE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVISION LINES DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
- ALL INSTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ACCORDING TO SEC. 177.09(1), F.S. HAVE BEEN PLACED AND THE SURVEY IS CONTROLLED BY THE MONUMENTS; THAT THE PLAT AND SURVEY DATA COMPLETES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, PLATTING, FLORIDA STATUTES, AS AMENDED.

DATED: \_\_\_\_\_  
PROFESSIONAL SURVEYOR MAPPER #6272  
STATE OF FLORIDA

RONNIE L. FURNISS  
CAULFIELD and WHEELER, INC.  
SURVEYORS - ENGINEERS - PLANNERS  
7900 GLADES ROAD, SUITE 100  
(561)392-1991  
CERTIFICATE OF AUTHORIZATION NO. LB 3591

SURVEYOR



# PANTHER NATIONAL AT AVENIR POD 12

A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN  
PLAT BOOK \_\_\_\_ PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 8 AND 9, 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  
JULY 2022

SHEET 2 OF 9

## AVENIR COMMUNITY DEVELOPMENT DISTRICT

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



## PANTHER NATIONAL HOMEOWNER'S ASSOCIATION, INC. A FLORIDA NOT FOR PROFIT CORPORATION.

IN WITNESS WHEREOF, THE ABOVE NAMED PANTHER NATIONAL HOMEOWNER'S ASSOCIATION,  
INC. A FLORIDA NOT FOR PROFIT CORPORATION, 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.

PANTHER NATIONAL HOMEOWNER'S  
ASSOCIATION, INC. A FLORIDA NOT FOR  
PROFIT CORPORATION

WITNESS: \_\_\_\_\_  
BY: \_\_\_\_\_  
PRESIDENT

WITNESS: \_\_\_\_\_

## PANTHER NATIONAL HOMEOWNER'S ASSOCIATION, INC. A FLORIDA NOT FOR PROFIT CORPORATION:

ACKNOWLEDGEMENT:  
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

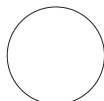
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_  
PHYSICAL PRESENCE OR \_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2022, BY \_\_\_\_\_, PRESIDENT, ON BEHALF OF  
PANTHER NATIONAL HOMEOWNER'S ASSOCIATION, INC. A FLORIDA NOT FOR PROFIT  
CORPORATION, WHO IS \_\_\_\_ PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_  
AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

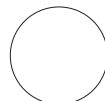
MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC

COMMISSION NUMBER: \_\_\_\_\_  
PRINT NAME

PANTHER NATIONAL HOMEOWNER'S  
ASSOCIATION, INC. A FLORIDA NOT  
FOR PROFIT CORPORATION



ACKNOWLEDGEMENT:  
PANTHER NATIONAL HOMEOWNER'S  
ASSOCIATION, INC. A FLORIDA NOT  
FOR PROFIT CORPORATION



## MORTGAGEE'S JOINDER AND CONSENT:

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE  
PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE  
DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND  
AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 33537, AT  
PAGE 1791 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE  
SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY  
ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HEREON BY AND WITH THE  
AUTHORITY OF ITS BOARD OF DIRECTORS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

MONROE PANTHER LENDER, LLC. A  
DELAWARE LIMITED LIABILITY COMPANY

WITNESS: \_\_\_\_\_  
BY: \_\_\_\_\_  
NAME  
TITLE PRESIDENT

WITNESS: \_\_\_\_\_

## MONROE PANTHER LENDER, LLC. ACKNOWLEDGEMENT:

STATE OF NEW YORK  
COUNTY OF NEW YORK

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_  
PHYSICAL PRESENCE OR \_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2022, BY \_\_\_\_\_, PRESIDENT, ON BEHALF OF  
MONROE PANTHER LENDER, 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



## 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: \_\_\_\_\_  
CHELSEA REED  
MAYOR

ATTEST: \_\_\_\_\_  
PATRICIA SNIDER, CMC  
CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2022.

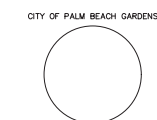
BY: \_\_\_\_\_  
TODD ENGLE, P.E.  
CITY ENGINEER

## 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. \_\_\_\_\_



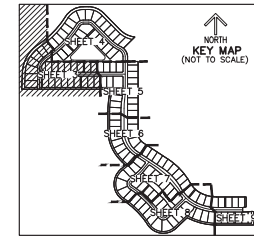


# PANTHER NATIONAL AT AVENIR POD 12

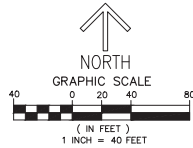
A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY  
RONNIE L. FURNESS

CAULFIELD and WHEELER, INC.  
SURVEYORS - ENGINEERS - PLANNERS  
7900 GLADES ROAD, SUITE 100  
BOCA RATON, FLORIDA 33434 - (561)392-1991  
CERTIFICATE OF AUTHORIZATION NO. LB3591  
JULY 2022



SHEET 3 OF 9



AVENIR  
CONSERVATION AREA  
TRACT C-1  
(P.B. 127, PGS. 85-109)  
SUBJECT TO RESERVATIONS  
RECORDED IN  
(O.R.B. 29764, PG. 785)

- LEGEND/ABBREVIATIONS
- CL - CENTERLINE
  - CA - CURVE (CENTRAL ANGLE)
  - AC - ACRES
  - CH - CHORD
  - CD - CHORD DISTANCE
  - CE - CHORD BEARING
  - E - EASEMENT
  - FSE - FIRE SAFETY ACCESS EASEMENT
  - L - ARC LENGTH
  - LM - LAKE MAINTENANCE ACCESS EASEMENT
  - LAE - LIMITED ACCESS EASEMENT
  - LB - LICENSED BUSINESS
  - LBE - LANDSCAPE BUFFER EASEMENT
  - LSE - LIFT STATION EASEMENT
  - O.R.B. - OFFICIAL RECORD BOOK
  - P.B. - PLAT BOOK
  - R - RADIUS
  - PG./PGS. - PAGE/PAGES
  - O-1 - OPEN SPACE TRACT 1
  - (NB) - INDICATES NON-RADIAL LINE
  - RBE - ROADWAY BUFFER EASEMENT
  - SF - SQUARE FEET
  - UE - UTILITY EASEMENT
  - SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
  - 8-42-41 - SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST
  - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
  - PC - POINT OF CURVATURE
  - PT - POINT OF TANGENCY
  - PNT - POINT OF NON-TANGENCY
  - PRC - POINT OF REVERSE CURVATURE
  - - SET PERMANENT CONTROL POINT NAIL AND DISK STAMPED "C&W LB 3591"
  - - SET PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD WITH CAP STAMPED "C&W LB 3591"
  - - FOUND PERMANENT REFERENCE MONUMENT 4" x 4" x 24" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 3591"
  - ✱ - 1/4 SECTION CORNER

WEST LINE OF THE PLAT OF AVENIR (P.B. 127, PGS. 85-109)

PALM BEACH COUNTY  
BOCA RATON  
RESEARCH PARK  
(RE 103, PG. 108)

NORTH LINE OF PARCEL A-1 (P.B. 127, PGS. 85-109)

POINT OF BEGINNING THE WESTERLY MOST NORTHWEST CORNER OF TRACT 1, PANTHER NATIONAL AT AVENIR (P.B. \_\_\_\_\_, PG. \_\_\_\_\_)

WEST LINE OF THE PLAT OF AVENIR (P.B. 127, PGS. 85-109)

WEST LINE OF PARCEL A-1 (P.B. 127, PGS. 85-109)

MATCH LINE SHEET 4

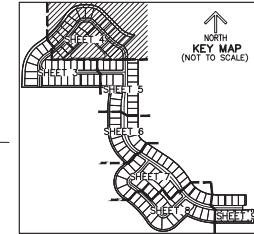
MATCH LINE SHEET 5

MATCH LINE SHEET 5

THIS INSTRUMENT PREPARED BY  
RONNIE L. FURNESS  
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  
JULY 2022

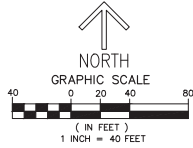
# PANTHER NATIONAL AT AVENIR POD 12

A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN  
PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



**LEGEND/ABBREVIATIONS**  
C - CENTERLINE  
Δ - DELTA (CENTRAL ANGLE)  
AC - ACRES  
AD - ADJACENT  
CB - CHORD BEARING  
CD - CHORD DISTANCE  
DE - DRAINAGE EASEMENT  
FSE - FIRE SAFETY ACCESS EASEMENT  
L - ARC LENGTH  
LM - LAKE MAINTENANCE  
LAE - LIMITED ACCESS EASEMENT  
LB - LICENSED BUSINESS  
LBE - LANDSCAPE BUFFER EASEMENT  
LSE - LIFT STATION EASEMENT  
O.R.B. - OFFICIAL RECORD BOOK  
P.B. - PLAT BOOK  
R - RADIUS  
PG./PGS. - PAGE/PAGES  
O-1 - OPEN SPACE TRACT 1  
(NW) - INDICATES NON RADIAL LINE  
RBE - ROADWAY BUFFER EASEMENT  
SF - SQUARE FEET  
UE - UTILITY EASEMENT  
SLUE - SEACAST UTILITY AUTHORITY EASEMENT  
S-42-41 - SECTION 8, TOWNSHIP 42 SOUTH,  
RANGE 41 EAST  
P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT  
PC - POINT OF CURVATURE  
PT - POINT OF TANGENCY  
PRT - POINT OF NON-TANGENCY  
PRC - POINT OF REVERSE CURVATURE  
● POC - SET PERMANENT REFERENCE  
NAIL AND DISK STAMPED  
"C&W LB 3591"  
● PRM - SET PERMANENT REFERENCE  
MONUMENT  
SET 5"X8" WOOD ROD WITH CAP  
STAMPED "C&W LB 3591"  
■ PRM - FOUND PERMANENT REFERENCE  
MONUMENT  
4"X4"X24" CONCRETE MONUMENT  
WITH DISK STAMPED "PRM LB 3591"  
1/4 SECTION CORNER

**SHEET 4 OF 9**



**AVENIR  
CONSERVATION AREA  
TRACT C-1  
(P.B. 127, PGS. 85-109)  
SUBJECT TO RESERVATIONS  
RECORDED IN  
(O.R.B. 29764, PG. 785)**

**MATCH LINE SHEET 3**

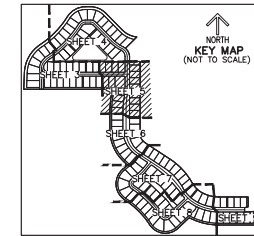
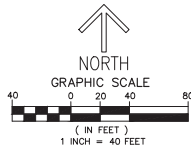
**MATCH LINE SHEET 3**

**MATCH LINE SHEET 5**

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  
JULY 2022

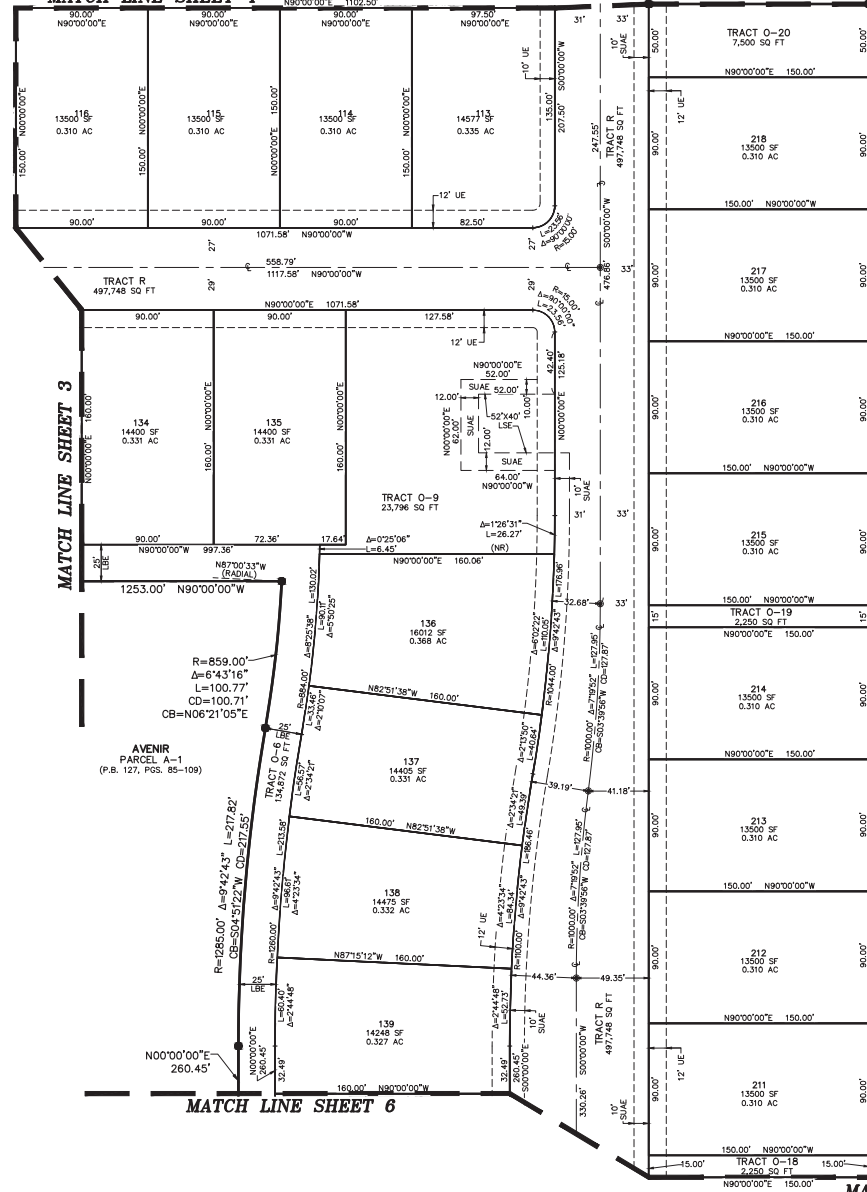
# PANTHER NATIONAL AT AVENIR POD 12

A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN  
PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



MATCH LINE  
SHEET 4

MATCH LINE SHEET 4



PANTHER NATIONAL AT AVENIR  
TRACT 1  
(P.B. \_\_\_\_\_ PGS. \_\_\_\_\_)

- LEGEND / ABBREVIATIONS
- C - CENTERLINE
  - Δ - DELTA (CENTRAL ANGLE)
  - A - ACRES
  - CB - CHORD BEARING
  - CD - CHORD DISTANCE
  - DE - DRAINAGE EASEMENT
  - FSE - FIRE SAFETY ACCESS EASEMENT
  - L - ARC LENGTH
  - LM - LAKE MAINTENANCE ACCESS EASEMENT
  - LAE - LIMITED ACCESS EASEMENT
  - LB - LICENSED BUSINESS
  - LBE - LANDSCAPE BUFFER EASEMENT
  - LSE - LIFT STATION EASEMENT
  - O.R.B. - OFFICIAL RECORD BOOK
  - P.B. - PLAT BOOK
  - R - RADIUS
  - PG./PGS. - PAGE/PAGES
  - O-1 - OPEN SPACE TRACT 1
  - (NR) - INDICATES NON-RADIAL LINE
  - RBE - ROADWAY BUFFER EASEMENT
  - SF - SQUARE FEET
  - UAE - UTILITY EASEMENT
  - UAE - SEACREST UTILITY AUTHORITY EASEMENT
  - B-42-41 - SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST
  - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
  - PC - POINT OF CURVATURE
  - PT - POINT OF TANGENCY
  - PNT - POINT OF NON-TANGENCY
  - PRC - POINT OF REVERSE CURVATURE
  - PRM - SET PERMANENT CONTROL POINT NAIL AND DISK STAMPED "C&W LB 3591"
  - PRM - SET PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD WITH CAP STAMPED "C&W LB 3591"
  - PRM - FOUND PERMANENT REFERENCE MONUMENT 4" x 4" x 24" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 3591"
  - ◄ - 1/4 SECTION CORNER

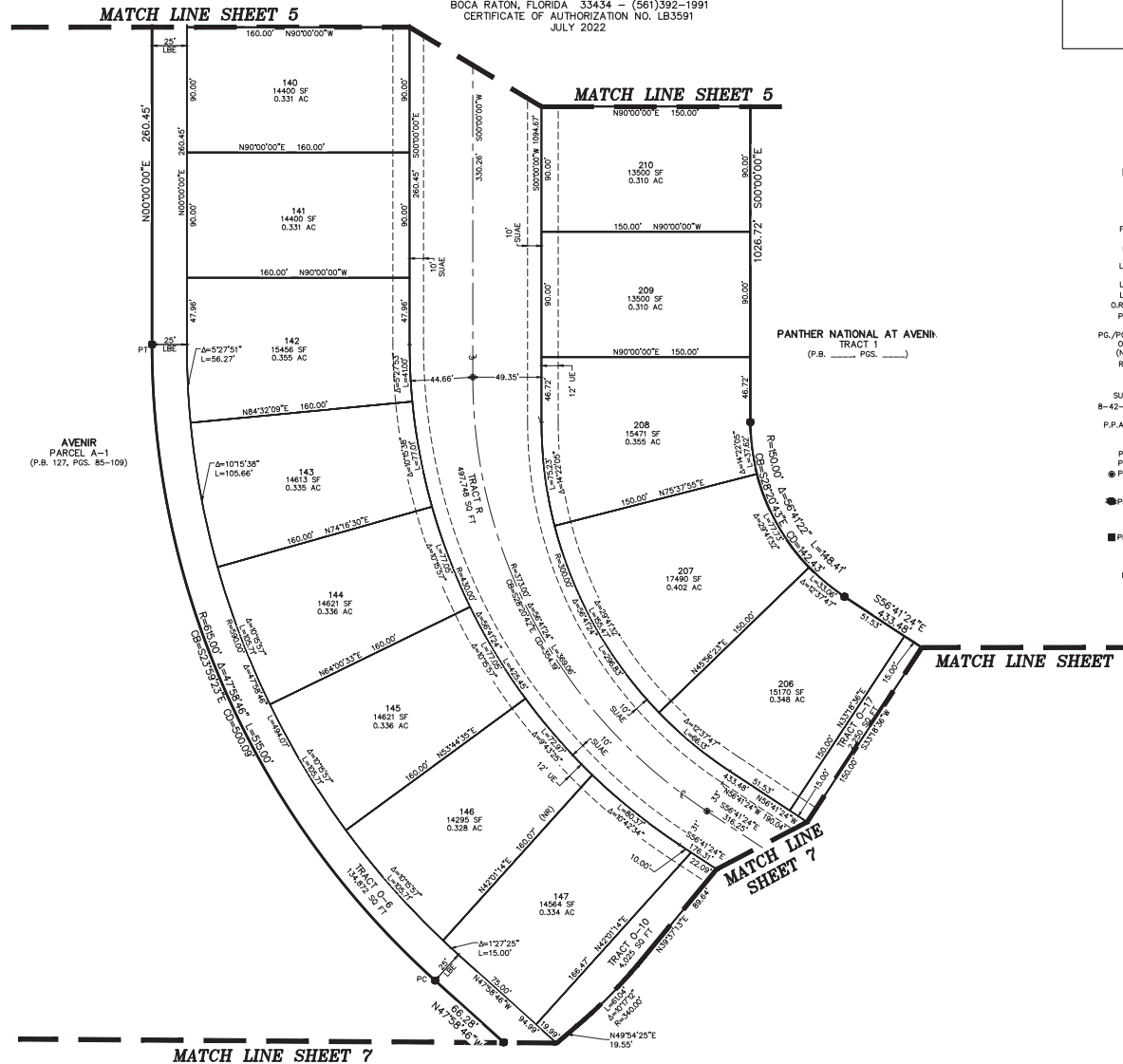
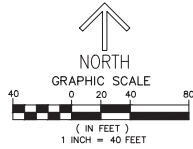
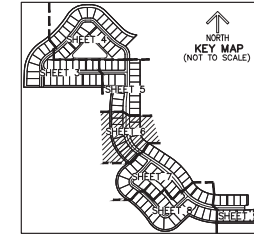
SHEET 5 OF 9

MATCH LINE SHEET 6

# PANTHER NATIONAL AT AVENIR POD 12

A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 8 AND 9, 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  
JULY 2022



SHEET 6 OF 9

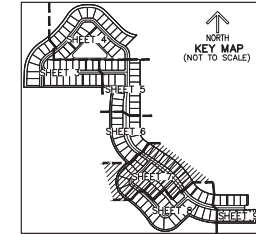
- LEGEND / ABBREVIATIONS**
- C - CENTERLINE
  - Δ - DELTA (CENTRAL ANGLE)
  - AC - ACRES
  - CB - CHORD BEARING
  - CD - CHORD DISTANCE
  - DE - DRAINAGE EASEMENT
  - FSE - FIRE SAFETY ACCESS EASEMENT
  - L - ARC LENGTH
  - LM - LAKE MAINTENANCE ACCESS EASEMENT
  - LAE - LIMITED ACCESS EASEMENT
  - LB - LICENSED BUSINESS
  - LBE - LANDSCAPE BUFFER EASEMENT
  - LSE - LIFT STATION EASEMENT
  - O.R.B. - OFFICIAL RECORD BOOK
  - P.B. - PLAT BOOK
  - R - RADIUS
  - PG./PGS. - PAGE/PAGES
  - Q- - OPEN SPACE TRACT 1
  - (NW) - INDICATES NON RADIAL LINE
  - RBE - ROADWAY BUFFER EASEMENT
  - SF - SQUARE FEET
  - UE - UTILITY EASEMENT
  - SUAE - SEACAST UTILITY AUTHORITY EASEMENT
  - B-42-41 - SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST
  - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
  - PC - POINT OF CURVATURE
  - PT - POINT OF TANGENCY
  - PNT - POINT OF NON-TANGENCY
  - PRC - POINT OF REVERSE CURVATURE
  - PCP - SET PERMANENT CONTROL POINT
  - PCP - NAIL AND DISK STAMPED "C&W LB 3591"
  - PRM - SET PERMANENT REFERENCE MONUMENT
  - PRM - SET 5/8" IRON ROD WITH CAP STAMPED "C&W LB 3591"
  - PRM - FOUND PERMANENT REFERENCE MONUMENT
  - PRM - 4"X 4"X 24" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 3591"
  - ✚ - 1/4 SECTION CORNER

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  
 JULY 2022

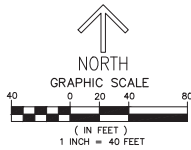
# PANTHER NATIONAL AT AVENIR POD 12

A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN  
 PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
 LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
 CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

**MATCH LINE SHEET 6**



NORTH  
 KEY MAP  
 (NOT TO SCALE)



- LEGEND/ABBREVIATIONS**
- Δ - CENTERLINE
  - Δ - DELTA (CENTRAL ANGLE)
  - AC - ACRES
  - CB - CHORD BEARING
  - CD - CHORD DISTANCE
  - DE - DRAINAGE EASEMENT
  - FSE - FIRE SAFETY ACCESS EASEMENT
  - L - ARC LENGTH
  - LM - LAKE MAINTENANCE ACCESS EASEMENT
  - LAE - LIMITED ACCESS EASEMENT
  - LB - LICENSED BUSINESS
  - LINE - LANDSCAPE BUFFER EASEMENT
  - LSE - LIFT STATION EASEMENT
  - O.R.B. - OFFICIAL RECORD BOOK
  - P.B. - PLAT BOOK
  - R - RADIUS
  - PG./POS. - PAGE/PAGES
  - O-1 - OPEN SPACE TRACT 1
  - (NR) - INDICATES NON RADIAL LINE
  - RBE - ROADWAY BUFFER EASEMENT
  - SF - SQUARE FEET
  - UE - UTILITY EASEMENT
  - SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
  - B-42-41 - SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST
  - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
  - PC - POINT OF CURVATURE
  - PT - POINT OF TANGENCY
  - PNT - POINT OF NON-TANGENCY
  - PRC - POINT OF REVERSE CURVATURE
  - PCP - SET PERMANENT CONTROL POINT
  - - NAIL AND DISK STAMPED "C&W LB 3591"
  - - SET PERMANENT REFERENCE MONUMENT
  - - SET 5/8" IRON ROD WITH CAP STAMPED "C&W LB 3591"
  - - FOUND PERMANENT REFERENCE MONUMENT
  - - 4" x 24" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 3591"
  - ✱ - 1/4 SECTION CORNER

**SHEET 7 OF 9**



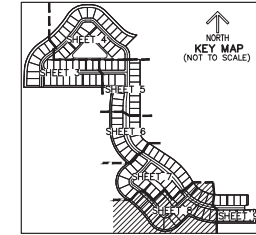


NORTH

GRAPHIC SCALE

( IN FEET )  
1 INCH = 40 FEET

A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



PANTHER NATIONAL AT AVENIR  
TRACT 1  
(P.B. \_\_\_\_\_ PGS. \_\_\_\_\_)

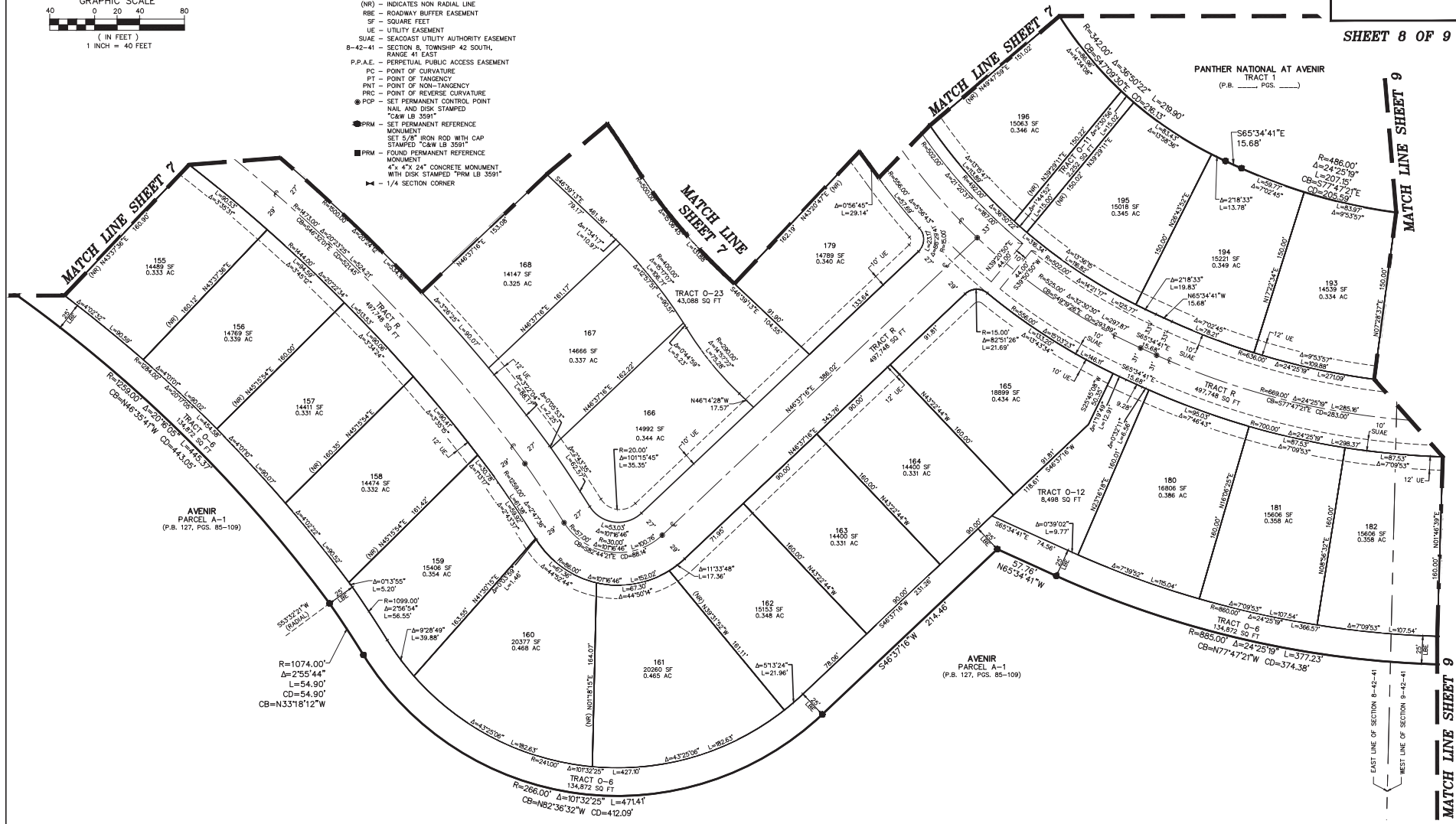
**MATCH LINE SHEET 9**

**MATCH LINE SHEET 9**

EAST LINE OF SECTION 8-42-41

**LEGEND / ABBREVIATIONS**

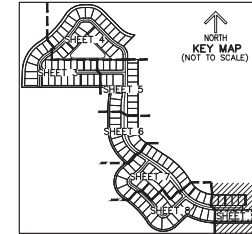
- = CENTERLINE
- (CENTRAL ANGLE)
- AC = ACCESS
- CR = CROWN
- CD = CROWN DRAINING
- CD = CHORD DISTANCE
- (DRAINAGE EASEMENT)
- FSE = FIRE - SAFETY ACCESS EASEMENT
- = ARC LENGTH
- LM = LAKE MAINTENANCE
- = ACCESS EASEMENT
- LAE = LIMITED ACCESS EASEMENT
- LB = LICENSED BUSINESS
- LBE = LANDSCAPE BUFFER EASEMENT
- = SETBACK EASEMENT
- O.R.B. = ORIGINAL RECORD BOOK
- P.B. = PLAT BOOK
- R = RADIUS
- P.G./PAGES = PAGE/PAGES
- O-1 = OPEN SPACE TRACT 1
- (O-2) = OPEN SPACE TRACT 2
- R = RADIAL LINE
- RBE = ROADWAY BUFFER EASEMENT
- SF = SQUARE FEET
- = UTILITY EASEMENT
- SUAEE = SEAFORD UTILITY AUTHORITY EASEMENT
- B-42-41 = SECTION 8, TOWNSHIP 42 SOUTH,  
RANGE 41 EAST
- P.A.E. = PERPETUAL PUBLIC ACCESS EASEMENT
- PC = POINT OF CURVATURE
- PO = POINT OF TANGENCY
- PNT = POINT OF NON-TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- PCD = PERMANENT CONTROL POINT  
NAIL AND DIGEST STAMPED  
& "LM 3591"
- = PERMANENT REFERENCE MONUMENT
- = "IRON ROD WITH CAP  
STAMPED "C&W LB 3591"
- PFM = FOUND PERMANENT REFERENCE MONUMENT
- = "IRON ROD WITH CAP  
STAMPED "C&W LB 3591"
- = 1/4 SECTION CONCRETE MONUMENT



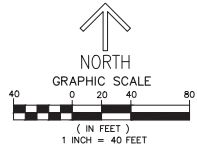
# PANTHER NATIONAL AT AVENIR POD 12

A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 8 AND 9, 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  
JULY 2022



SHEET 9 OF 9



MATCH LINE SHEET 8

PANTHER NATIONAL AT AVENIR  
TRACT 1  
(P.B. \_\_\_\_\_ PGS. \_\_\_\_\_)

- LEGEND/ABBREVIATIONS**
- CL - CENTERLINE
  - Δ - DELTA (CENTRAL ANGLE)
  - AC - ACRES
  - CD - CHORD BEARING
  - CD - CHORD DISTANCE
  - DE - DRAINAGE EASEMENT
  - FSE - FIRE SAFETY ACCESS EASEMENT
  - L - ARC LENGTH
  - LM - LAKE MAINTENANCE ACCESS EASEMENT
  - LAE - LIMITED ACCESS EASEMENT
  - LB - LICENSED BUSINESS
  - LBE - LANDSCAPE BUFFER EASEMENT
  - LSE - LIFT STATION EASEMENT
  - O.R.B. - OFFICIAL RECORD BOOK
  - P.B. - PLAT BOOK
  - R - RADIUS
  - P.C./P.GS. - PAGE/PAGES
  - O-1 - OPEN SPACE TRACT 1
  - (N) - INDICATES NON RADIAL LINE
  - RBE - ROADWAY BUFFER EASEMENT
  - SF - SQUARE FEET
  - UE - UTILITY EASEMENT
  - SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
  - 8-42-41 - SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST
  - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
  - PC - POINT OF CURVATURE
  - PT - POINT OF TANGENCY
  - PNT - POINT OF NON-TANGENCY
  - PRC - POINT OF REVERSE CURVATURE
  - PPM - SET PERMANENT CONTROL POINT NAIL AND DISK STAMPED "C&W LB 3591"
  - PRM - SET PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD WITH CAP STAMPED "C&W LB 3591"
  - PRM - FOUND PERMANENT REFERENCE MONUMENT 4" x 24" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 3591"
  - ✱ - 1/4 SECTION CORNER

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

MATCH LINE SHEET 8

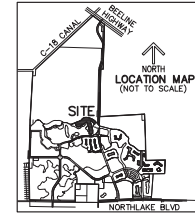
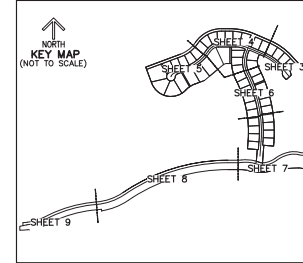
MATCH LINE SHEET 8

MATCH LINE SHEET 8</

# PANTHER NATIONAL AT AVENIR POD 14

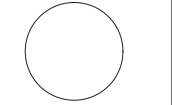
A REPLAT OF A PORTION OF TRACT 1 TOGETHER WITH ALL OF TRACT REB1,  
PANTHER NATIONAL AT AVENIR, AS RECORDED IN  
PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
CITY OF PALM BEACH GARDENS, PALM 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  
JULY 2022



STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THIS PLAT WAS FILED FOR  
RECORD AT \_\_\_\_\_ M.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 2022 AND DULY RECORDED  
IN PLAT BOOK \_\_\_\_\_ ON  
PAGE \_\_\_\_\_ THROUGH \_\_\_\_\_  
JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT AND  
COMPTROLLER  
BY: \_\_\_\_\_  
DEPUTY CLERK

**SHEET 1 OF 9**  
CLERK



## DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS "PANTHER NATIONAL AT AVENIR POD 14", BEING A REPLAT OF A PORTION OF TRACT 1, TOGETHER WITH ALL OF TRACT REB1, PANTHER NATIONAL AT AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 4 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 1, PANTHER NATIONAL AT AVENIR; THENCE ALONG THE EAST LINE OF SAID TRACT 1, S47°21'29"W, A DISTANCE OF 179.86 FEET; THENCE S15°57'22"E, A DISTANCE OF 73.68 FEET; THENCE S47°21'29"W, A DISTANCE OF 108.31 FEET; THENCE N42°38'31"W, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVE TO THE RIGHT, A RADIAL DISTANCE OF 67.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 55°16'39", A DISTANCE OF 64.64 FEET TO THE POINT OF CURVE TO THE LEFT, A RADIAL DISTANCE OF 50.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 55°16'39", A DISTANCE OF 48.24 FEET; THENCE N42°38'31"W, A DISTANCE OF 65.20 FEET TO THE POINT OF CURVE TO THE LEFT, A RADIAL DISTANCE OF 729.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 24°09'28", A DISTANCE OF 307.37 FEET; THENCE N68°47'59"W, A DISTANCE OF 67.58 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S57°29'14"E, A RADIAL DISTANCE OF 221.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 59°14'45", A DISTANCE OF 220.26 FEET TO THE POINT OF CURVE TO THE RIGHT, A RADIAL DISTANCE OF 2,235.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 31°33'41", A DISTANCE OF 1,231.15 FEET; THENCE S04°22'41"W, A DISTANCE OF 58.25 FEET; THENCE N85°37'19"W, A DISTANCE OF 157.00 FEET; THENCE S04°22'41"W, A DISTANCE OF 282.32 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N02°32'25"E, A RADIAL DISTANCE OF 160.45 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 20°39'17", A DISTANCE OF 57.84 FEET TO THE POINT OF CURVE TO THE LEFT, A RADIAL DISTANCE OF 580.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 04°22'52", A DISTANCE OF 44.29 FEET; THENCE N02°42'14"E, A DISTANCE OF 189.06 FEET; THENCE N85°37'19"W, A DISTANCE OF 157.00 FEET; THENCE N04°22'41"E, A DISTANCE OF 133.80 FEET TO THE POINT OF CURVE TO THE LEFT, A RADIAL DISTANCE OF 1,821.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 31°33'41", A DISTANCE OF 1,003.10 FEET TO THE POINT OF CURVE TO THE RIGHT, A RADIAL DISTANCE OF 435.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 24°14'45", A DISTANCE OF 273.69 FEET TO A POINT OF NON-TANGENCY; THENCE N00°07'00"W, A DISTANCE OF 76.45 FEET TO THE POINT OF CURVE TO THE LEFT, A RADIAL DISTANCE OF 92.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 39°57'24", A DISTANCE OF 64.16 FEET; THENCE S05°02'36"W, A DISTANCE OF 393.78 FEET; THENCE S79°54'24"W, A DISTANCE OF 17.13 FEET; THENCE S05°02'36"W, A DISTANCE OF 140.89 FEET TO THE POINT OF CURVE TO THE LEFT, A RADIAL DISTANCE OF 392.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 26°12'17", A DISTANCE OF 179.28 FEET TO THE POINT OF CURVE TO THE RIGHT, A RADIAL DISTANCE OF 328.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 116°12'17", A DISTANCE OF 665.23 FEET; THENCE N02°42'14"E, A DISTANCE OF 275.00 FEET TO A POINT ON THE FOLLOWING LINE OF SAID TRACT 1, THENCE ALONG SAID NORTH LINE OF SAID TRACT 1, FOLLOWING EIGHT (8) COURSES AND DISTANCES: N69°35'29"E, A DISTANCE OF 593.61 FEET TO THE POINT OF CURVE TO THE LEFT, A RADIAL DISTANCE OF 500.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 35°34'14", A DISTANCE OF 310.41 FEET TO THE POINT OF CURVE TO THE RIGHT, A RADIAL DISTANCE OF 500.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 52°08'44", A DISTANCE OF 529.84 FEET; THENCE N02°42'14"E, A DISTANCE OF 500.00 FEET TO THE POINT OF CURVE TO THE LEFT, A RADIAL DISTANCE OF 1,000.00 FEET; THENCE N90°00'00"E, A DISTANCE OF 132.99 FEET TO THE POINT OF CURVE TO THE RIGHT, A RADIAL DISTANCE OF 1,000.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 23°27'01", A DISTANCE OF 404.92 FEET; THENCE S66°47'59"E, A DISTANCE OF 277.49 FEET TO THE POINT OF CURVE TO THE RIGHT, A RADIAL DISTANCE OF 1,000.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 24°09'28", A DISTANCE OF 421.63 FEET; THENCE S42°38'31"E, A DISTANCE OF 162.54 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL OF TRACT REB1 PANTHER NATIONAL AT AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 46.190 ACRES, MORE OR LESS.

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

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

- TRACT "R", AS SHOWN HEREON, IS HEREBY DEDICATED TO PANTHER NATIONAL HOMEOWNER'S ASSOCIATION, INC. A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE ACCESS, ROADWAY, SIDEWALK, DRAINAGE, SIGNAGE, GATE, UTILITY AND RELATED PURPOSES. SAID TRACT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. AN EASEMENT OVER TRACT "R", 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 ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECOURSE TO SEACAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.
- TRACTS "REB1A" AND "REB2A" AS SHOWN HEREON ARE HEREBY RESERVED BY CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, INDESTRUCTIBLE, BUFFER, DRIVEWAY, DRAINAGE, LIGHTING AND UTILITY PURPOSES. SAID TRACT ENCUMBERED BY SAID ROADWAY BUFFER EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- TRACTS "D-1" THROUGH "D-7", INCLUSIVE, AS SHOWN HEREON, ARE HEREBY DEDICATED TO PANTHER NATIONAL HOMEOWNER'S ASSOCIATION, INC. A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, LANDSCAPING, SIDEWALKS, GOLF CART PARKING SIGNAGE AND OTHER STRUCTURES, DRAINAGE AND UTILITY PURPOSES. FIRE BREAK ACCESS AND FOR ACCESS TO THE ADJOINING STORM WATER MANAGEMENT TRACTS BY THE AVENIR COMMUNITY DEVELOPMENT DISTRICT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATIONS THEREOF, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- THE UTILITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "LBE", ARE HEREBY DEDICATED IN PERPETUITY TO ALL GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES TO INSTALL, OPERATE AND MAINTAIN THEIR RESPECTIVE FACILITIES. SUCH UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES BY AT BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A CABLE TELEVISION COMPANY, SUCH DAMAGE SHALL BE THE SOLE RESPONSIBILITY OF THE COMPANY CAUSING THE DAMAGE. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION BY SUCH EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- THE LANDSCAPE BUFFER EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "LBE", ARE HEREBY RESERVED BY CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENCUMBERED BY SAID EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES MAY BE PERMITTED WITHIN THE LANDSCAPE BUFFER EASEMENTS AS APPROVED BY OR WITH PRIOR WRITTEN CONSENT OF THE CITY OF PALM BEACH GARDENS.
- THE SEACAST UTILITY AUTHORITY EASEMENTS, AS SHOWN HEREON, AND DESIGNATED AS "SUAE", ARE HEREBY DEDICATED IN PERPETUITY TO SEACAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECOURSE TO SEACAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.
- THE FIRE SAFETY ACCESS EASEMENT, AS SHOWN HEREON AND DESIGNATED AS "FSE", IS HEREBY DEDICATED IN PERPETUITY TO THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF ACCESS, CONTROL, AND JURISDICTION FOR FIRE SAFETY. STRUCTURES, FENCING OR VEGETATION, OTHER THAN SOO, ARE PROHIBITED WITHIN THE EASEMENT. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

CENTAUR (PALM BEACH) OWNER LLC,  
A DELAWARE LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, THE ABOVE NAMED CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT  
AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WITNESS:  
PRINT NAME: \_\_\_\_\_  
BY: DOMINIK SENN  
PRESIDENT

WITNESS:  
PRINT NAME: \_\_\_\_\_

CENTAUR (PALM BEACH) OWNER LLC,  
A DELAWARE LIMITED LIABILITY COMPANY.  
ACKNOWLEDGEMENT:  
STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

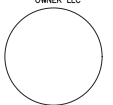
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY DOMINIK SENN, PRESIDENT, ON BEHALF OF CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS \_\_\_\_\_ PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

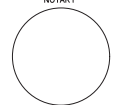
MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC

COMMISSION NUMBER: \_\_\_\_\_  
PRINT NAME

CENTAUR (PALM BEACH)  
OWNER LLC



CENTAUR (PALM BEACH)  
OWNER LLC  
NOTARY



TITLE CERTIFICATION:  
STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

DATED: \_\_\_\_\_, 2022

RICHARD G. CHERRY, ESQ.,  
ATTORNEY AT LAW  
FLORIDA BAR #503860  
FOR THE FIRM OF CHERRY, EDGAR & SMITH, P.A.

## SURVEY NOTES:

- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE CONCOIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
- BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PALM BEACH GARDENS ZONING REGULATIONS.
- NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
- BEARINGS SHOWN HEREON ARE BASED ON A RECORDED PLAT BEARING OF S47°21'29"W ALONG THE WEST LINE OF TRACT A, AVENIR PUMP STATION, AS RECORDED IN PLAT BOOK 133, PAGE 6 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- LINE INTERSECTING CURVES ARE RADIAL, UNLESS SHOWN OTHERWISE.
- "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED IN THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
- ALL INSTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

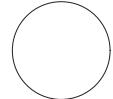
## SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ACCORDING TO SEC. 177.091(7), F.S. HAVE BEEN PLACED AND PERMANENT CONTROL POINTS (P.C.P.'S) ACCORDING TO SEC. 177.091(6), F.S. WILL BE PLACED AS REQUIRED BY LAW AND THAT MONUMENTS AND PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF PALM BEACH GARDENS FOR THE IMPROVEMENTS, AND FURTHER, THAT THE PLAT AND SURVEY DATA COMPLETES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, PLATING, FLORIDA STATUTES, AS AMENDED.

DATED: \_\_\_\_\_

RONNIE L. FURNISS  
PROFESSIONAL SURVEYOR MAPPER #6272  
STATE OF FLORIDA  
CAULFIELD and WHEELER, INC.  
SURVEYORS — ENGINEERS — PLANNERS  
7900 GLADES ROAD, SUITE 100  
BOCA RATON, FLORIDA 33434  
(561)392-1991  
CERTIFICATE OF AUTHORIZATION NO. LB 3591

SURVEYOR

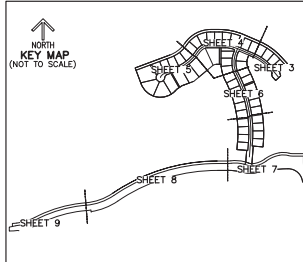




# PANTHER NATIONAL AT AVENIR POD 14

A REPLAT OF A PORTION OF TRACT 1 TOGETHER WITH ALL OF TRACT RBE1,  
PANTHER NATIONAL AT AVENIR, AS RECORDED IN  
PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4 AND 9, 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  
JULY 2022



SHEET 2 OF 9

## AVENIR COMMUNITY DEVELOPMENT DISTRICT

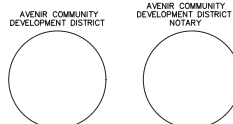
IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY THE CHAIRMAN OF ITS BOARD OF SUPERVISORS, AND ITS CORPORATE SEAL 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: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
NOTARY PUBLIC  
PRINT NAME \_\_\_\_\_



## PANTHER NATIONAL HOMEOWNER'S ASSOCIATION, INC. A FLORIDA NOT FOR PROFIT CORPORATION.

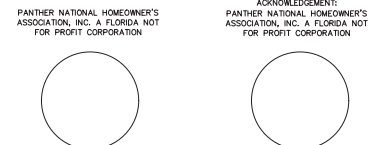
IN WITNESS WHEREOF, THE ABOVE NAMED PANTHER NATIONAL HOMEOWNER'S ASSOCIATION, INC. A FLORIDA NOT FOR PROFIT CORPORATION, HEREBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON AND HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PANTHER NATIONAL HOMEOWNER'S  
ASSOCIATION, INC. A FLORIDA NOT FOR  
PROFIT CORPORATION  
WITNESS: \_\_\_\_\_  
BY: \_\_\_\_\_  
PRESIDENT  
WITNESS: \_\_\_\_\_

## PANTHER NATIONAL HOMEOWNER'S ASSOCIATION, INC. A FLORIDA NOT FOR PROFIT CORPORATION:

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 \_\_\_\_\_, PRESIDENT, ON BEHALF OF PANTHER NATIONAL HOMEOWNER'S ASSOCIATION, INC. A FLORIDA NOT FOR PROFIT CORPORATION, WHO IS \_\_\_\_\_  
PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
NOTARY PUBLIC  
PRINT NAME \_\_\_\_\_



## MORTGAGEE'S JOINDER AND CONSENT:

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 33537, AT PAGE 1791 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

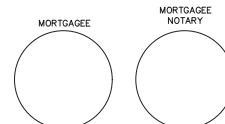
IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

MONROE PANTHER LENDER, LLC. A  
DELAWARE LIMITED LIABILITY COMPANY  
WITNESS: \_\_\_\_\_  
BY: \_\_\_\_\_  
NAME  
TITLE PRESIDENT  
WITNESS: \_\_\_\_\_

## MONROE PANTHER LENDER, LLC. ACKNOWLEDGEMENT:

STATE OF NEW YORK )  
COUNTY OF NEW YORK )  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_  
PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_ DAY OF \_\_\_\_\_  
2022, BY \_\_\_\_\_, PRESIDENT, ON BEHALF OF MONROE PANTHER LENDER, 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: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
NOTARY PUBLIC  
PRINT NAME \_\_\_\_\_



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

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BY: \_\_\_\_\_  
CHELSEA REED  
MAYOR

ATTEST: \_\_\_\_\_  
PATRICIA SNIDER, CMC  
CITY CLERK

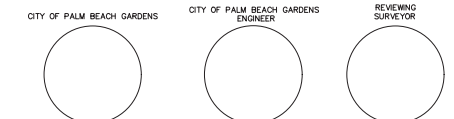
THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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. \_\_\_\_\_

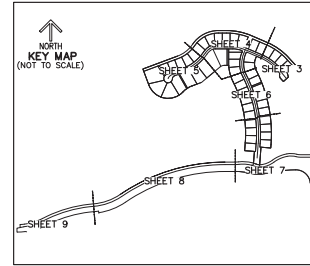


# PANTHER NATIONAL AT AVENIR POD 14

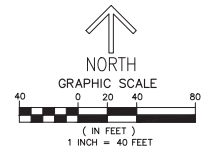
A REPLAT OF A PORTION OF TRACT 1 TOGETHER WITH ALL OF TRACT RBE1,  
PANTHER NATIONAL AT AVENIR, AS RECORDED IN  
PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
CITY OF PALM BEACH GARDENS, PALM 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  
JULY 2022

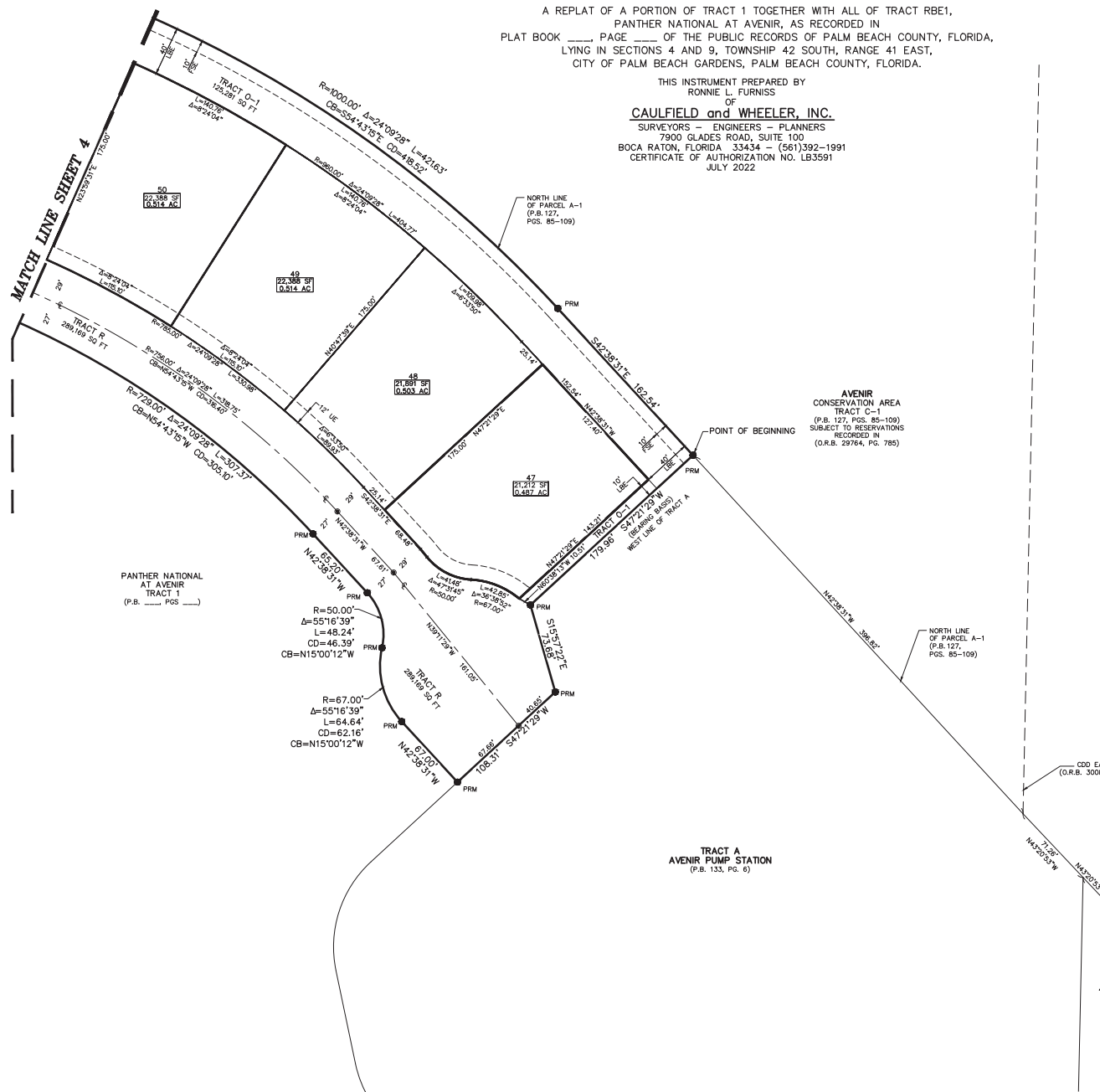


SHEET 3 OF 9



## LEGEND / ABBREVIATIONS

- Δ - CENTERLINE
- Δ - DELTA (CENTRAL ANGLE)
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- DE - DRAINAGE EASEMENT
- FSE - FIRE SAFETY ACCESS EASEMENT
- L - ARC LENGTH
- LMAE - LINKS MAINTENANCE ACCESS EASEMENT
- LAE - LIMITED ACCESS EASEMENT
- LB - LICENSED BUSINESS
- LINE - LANDSCAPE BUFFER EASEMENT
- LSE - LIFT STATION EASEMENT
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- R - RADIUS
- PG./PGS. - PAGE/PAGES
- O-1 - OPEN SPACE TRACT 1
- (NR) - INDICATES NON RADIAL LINE
- RBE - ROADWAY BUFFER EASEMENT
- SF - SQUARE FEET
- UE - UTILITY EASEMENT
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- 8-42-41 - SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST
- P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- PNT - POINT OF NON-TANGENCY
- PRC - POINT OF REVERSE CURVATURE
- CDD - COMMUNITY DEVELOPMENT DISTRICT
- PBC - PALM BEACH COUNTY
- PCP - SET PERMANENT CONTROL POINT NAIL AND DISK, STAMPED "C&W LB 3591"
- PRM - SET PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD WITH CAP STAMPED "C&W LB 3591"
- PRM - FOUND PERMANENT REFERENCE MONUMENT 4" X 4" X 24" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 3591"
- ✱ - 1/4 SECTION CORNER



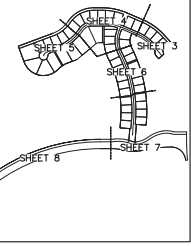
Page 77

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  
 JULY 2022

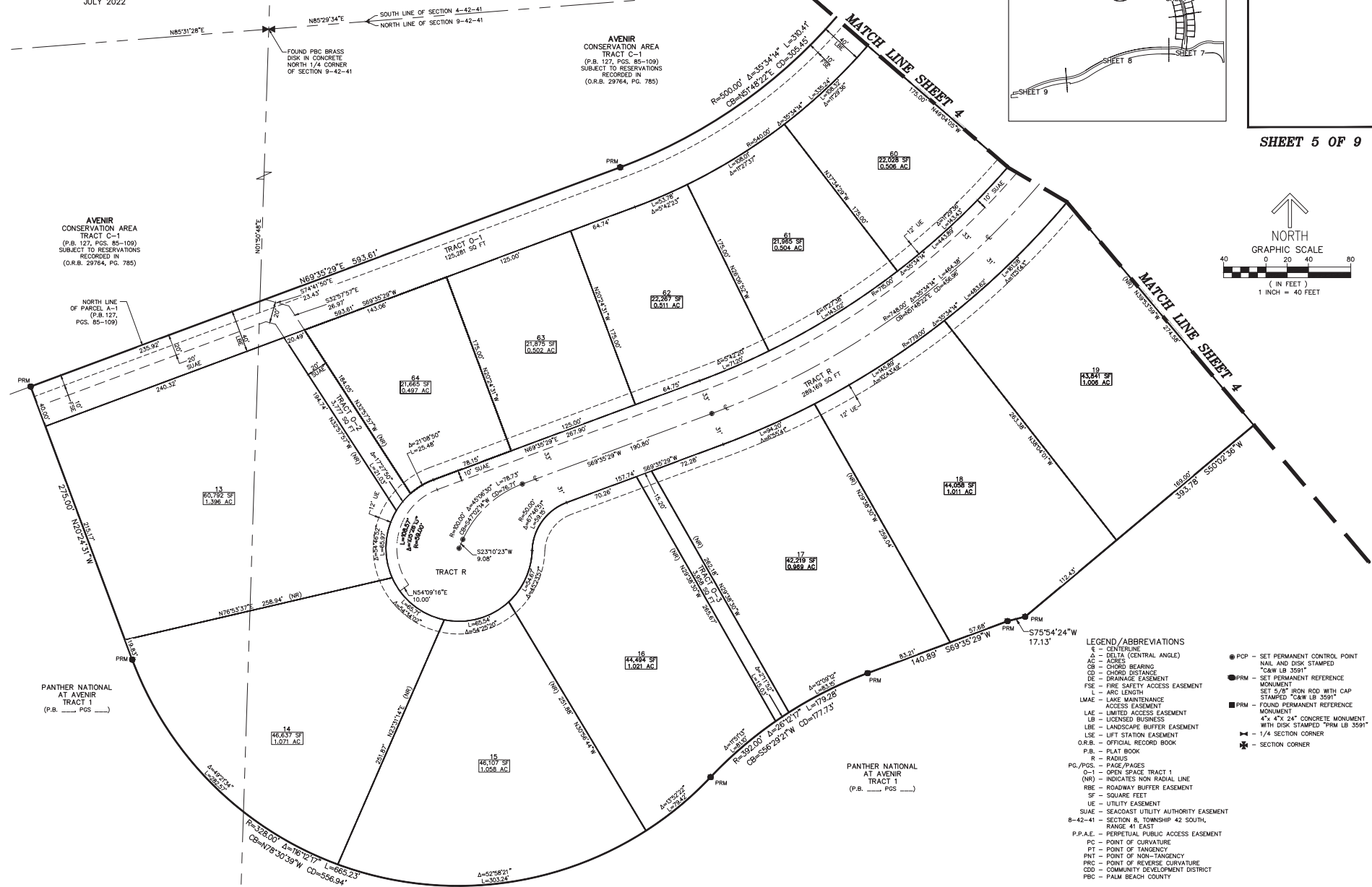
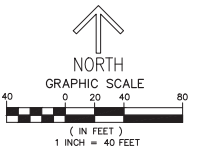
# PANTHER NATIONAL AT AVENIR — POD 14

A REPEAT OF A PORTION OF TRACT 1 TOGETHER WITH ALL OF TRACT RBET, PANTHER NATIONAL AT AVENIR, AS RECORDED IN  
 PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
 LYING IN SECTIONS 4 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
 CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

NORTH  
 KEY MAP  
 (NOT TO SCALE)



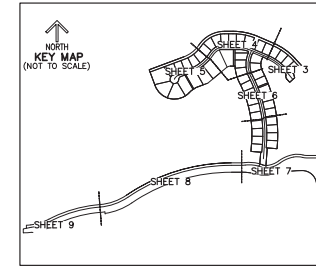
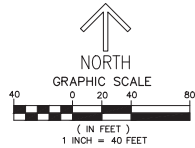
SHEET 5 OF 9



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  
 JULY 2022

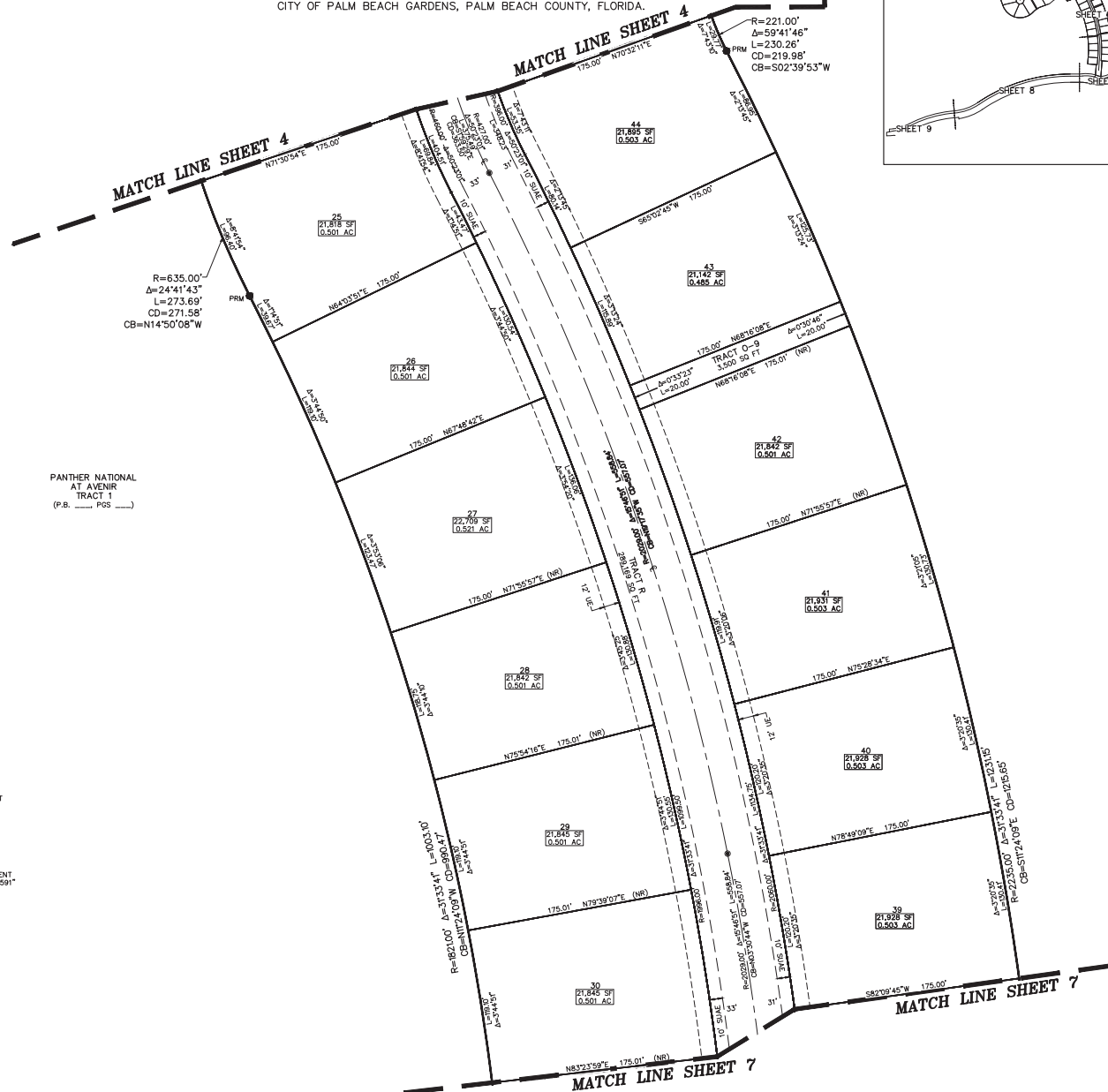
# **PANTHER NATIONAL AT AVENIR POD 14**

A REPLAT OF A PORTION OF TRACT 1 TOGETHER WITH ALL OF TRACT RBE1,  
 PANTHER NATIONAL AT AVENIR, AS RECORDED IN  
 PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
 LYING IN SECTIONS 4 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
 CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



**SHEET 6 OF 9**

- LEGEND/ABBREVIATIONS**
- CL - CENTERLINE
  - Δ - DELTA (CENTRAL ANGLE)
  - AC - ACRES
  - OB - CHORD BEARING
  - CD - CHORD DISTANCE
  - DE - DRAINAGE EASEMENT
  - FSE - FIRE SAFETY ACCESS EASEMENT
  - L - ARC LENGTH
  - LMAE - LAKE MAINTENANCE ACCESS EASEMENT
  - LAE - LIMITED ACCESS EASEMENT
  - LB - LICENSED BUSINESS
  - LBE - LANDSCAPE BUFFER EASEMENT
  - LSE - LIFT STATION EASEMENT
  - O.R.B. - OFFICIAL RECORD BOOK
  - P.B. - PLAT BOOK
  - R - RADIUS
  - PG./PGS. - PAGE/PAGES
  - O-1 - OPEN SPACE TRACT 1
  - (NW) - INDICATES NON RADIAL LINE
  - RBE - ROADWAY BUFFER EASEMENT
  - SF - SQUARE FEET
  - UE - UTILITY EASEMENT
  - SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
  - B-42-41 - SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST
  - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
  - PC - POINT OF CURVATURE
  - PT - POINT OF TANGENCY
  - PNT - POINT OF NON-TANGENCY
  - PRC - POINT OF REVERSE CURVATURE
  - CD - COMMUNITY DEVELOPMENT DISTRICT
  - PBC - PALM BEACH COUNTY
  - PCP - SET PERMANENT CONTROL POINT
  - NAIL AND DISK STAMPED "C&W LB 3591"
  - PRM - SET PERMANENT REFERENCE MONUMENT
  - PRM - SET 5/8" IRON ROD WITH CAP STAMPED "C&W LB 3591"
  - PRM - FOUND PERMANENT REFERENCE MONUMENT
  - 4" x 4" x 24" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 3591"
  - ✱ - 1/4 SECTION CORNER
  - ✱ - SECTION CORNER

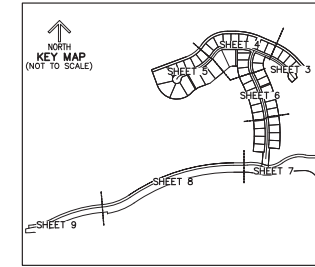


# PANTHER NATIONAL AT AVENIR - POD 14

MATCH LINE SHEET 6

A REPLAT OF A PORTION OF TRACT 1 TOGETHER  
WITH ALL OF TRACT RBE1,  
PANTHER NATIONAL AT AVENIR, AS RECORDED IN  
PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF THE PUBLIC  
RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4 AND 9, TOWNSHIP 42  
SOUTH, RANGE 41 EAST,  
CITY OF PALM BEACH GARDENS, PALM BEACH  
COUNTY, FLORIDA.

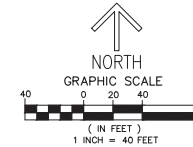
THIS INSTRUMENT PREPARED BY  
RONNIE L. FURNISS  
OF  
**CAULFIELD and WHEELER, INC.**  
SURVEYORS - ENGINEERS - PLANNERS  
7900 GLADES ROAD, SUITE 100  
BOCA RATON, FLORIDA 33434 - (561)392-1991  
CERTIFICATE OF AUTHORIZATION NO. LB3591  
JULY 2022



SHEET 7 OF 9

PANTHER NATIONAL  
AT AVENIR  
TRACT 1  
(P.B. \_\_\_\_\_ PGS. \_\_\_\_\_)

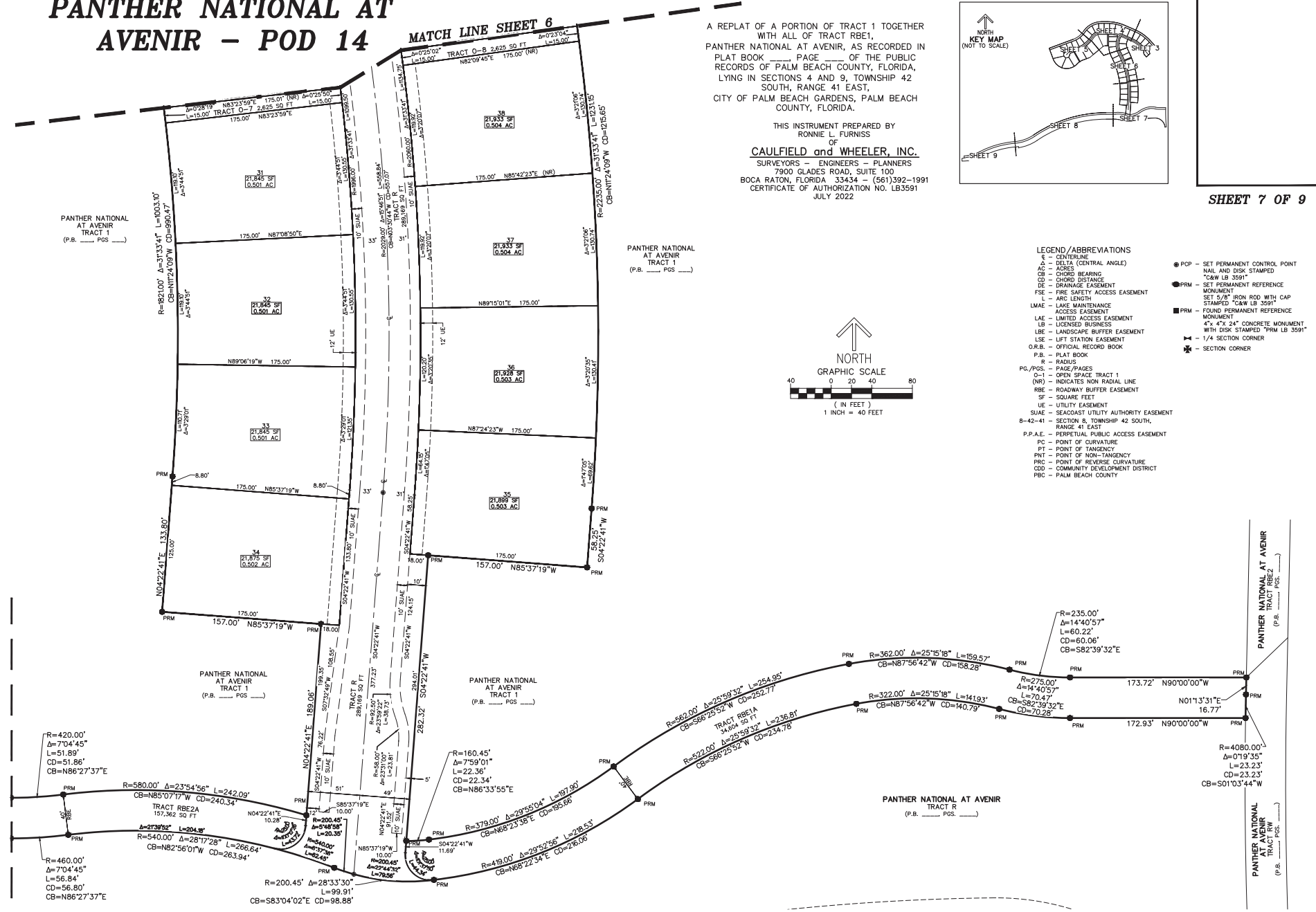
PANTHER NATIONAL  
AT AVENIR  
TRACT 1  
(P.B. \_\_\_\_\_ PGS. \_\_\_\_\_)



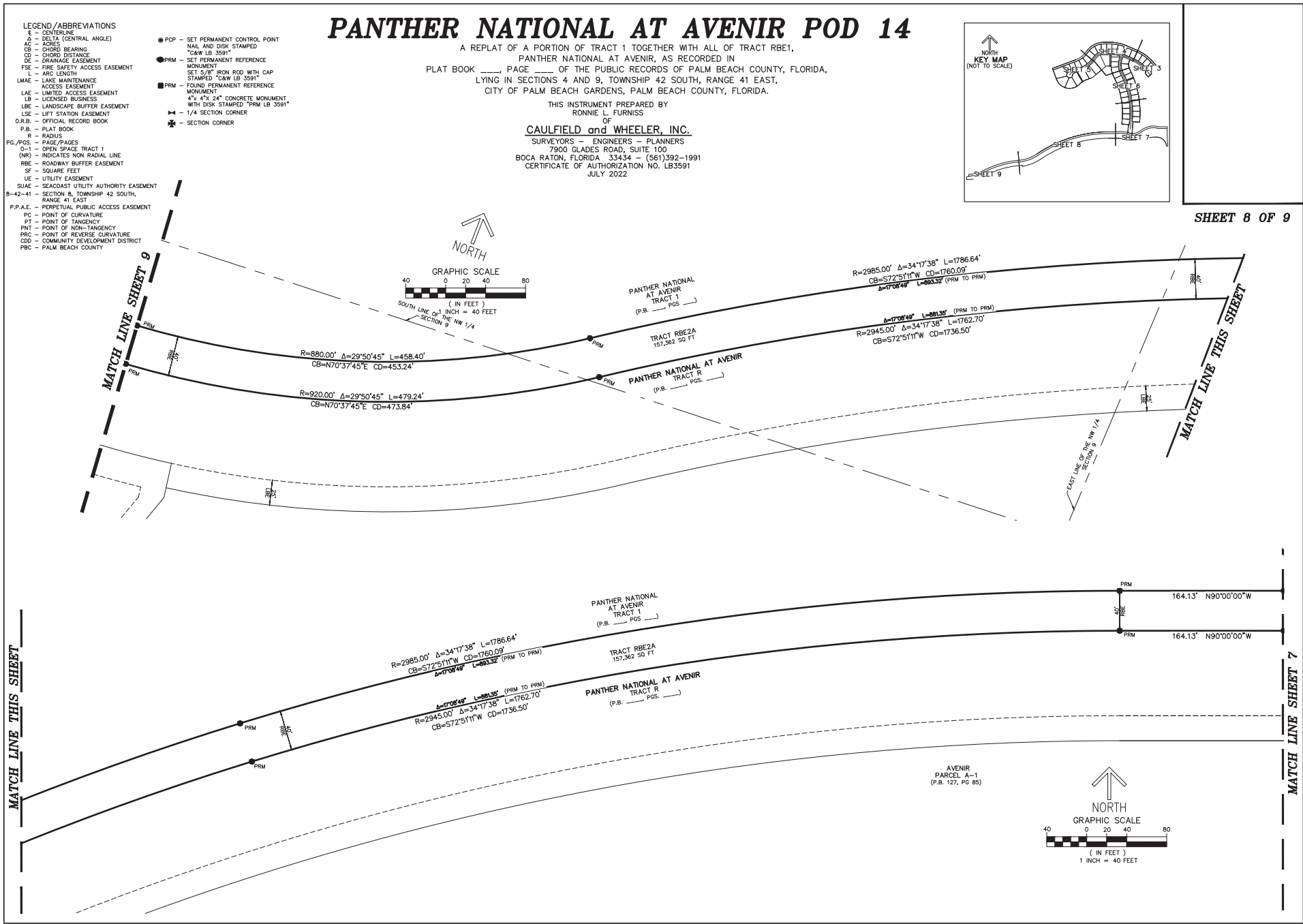
## LEGEND/ABBREVIATIONS

- E - CENTERLINE
- Δ - DELTA (CENTRAL ANGLE)
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- DE - DRAINAGE EASEMENT
- FSE - FIRE SAFETY ACCESS EASEMENT
- L - ARC LENGTH
- LMAC - LAKE MAINTENANCE ACCESS EASEMENT
- LAE - LIMITED ACCESS EASEMENT
- LB - LICENSED BUSINESS
- LBE - LANDSCAPE BUFFER EASEMENT
- LSE - LIFT STATION EASEMENT
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- R - RADIUS
- PG./PGS. - PAGE/PAGES
- O-1 - OPEN SPACE TRACT 1
- (NR) - INDICATES NON RADIAL LINE
- RBE - ROADWAY BUFFER EASEMENT
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- B-42-41 - SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST
- P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- PNT - POINT OF NON-TANGENCY
- PRC - POINT OF REVERSE CURVATURE
- CD - COMMUNITY DEVELOPMENT DISTRICT
- PBC - PALM BEACH COUNTY

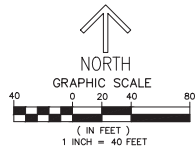
- PCP - SET PERMANENT CONTROL POINT NAIL AND DISK STAMPED "C&W LB 3591"
- PRM - SET PERMANENT REFERENCE MONUMENT SET 3/8" IRON ROD WITH CAP STAMPED "C&W LB 3591"
- PRM - FOUND PERMANENT REFERENCE MONUMENT 4" x 4" x 24" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 3591"
- ✱ - 1/4 SECTION CORNER
- ✱ - SECTION CORNER







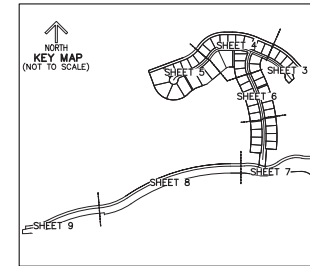




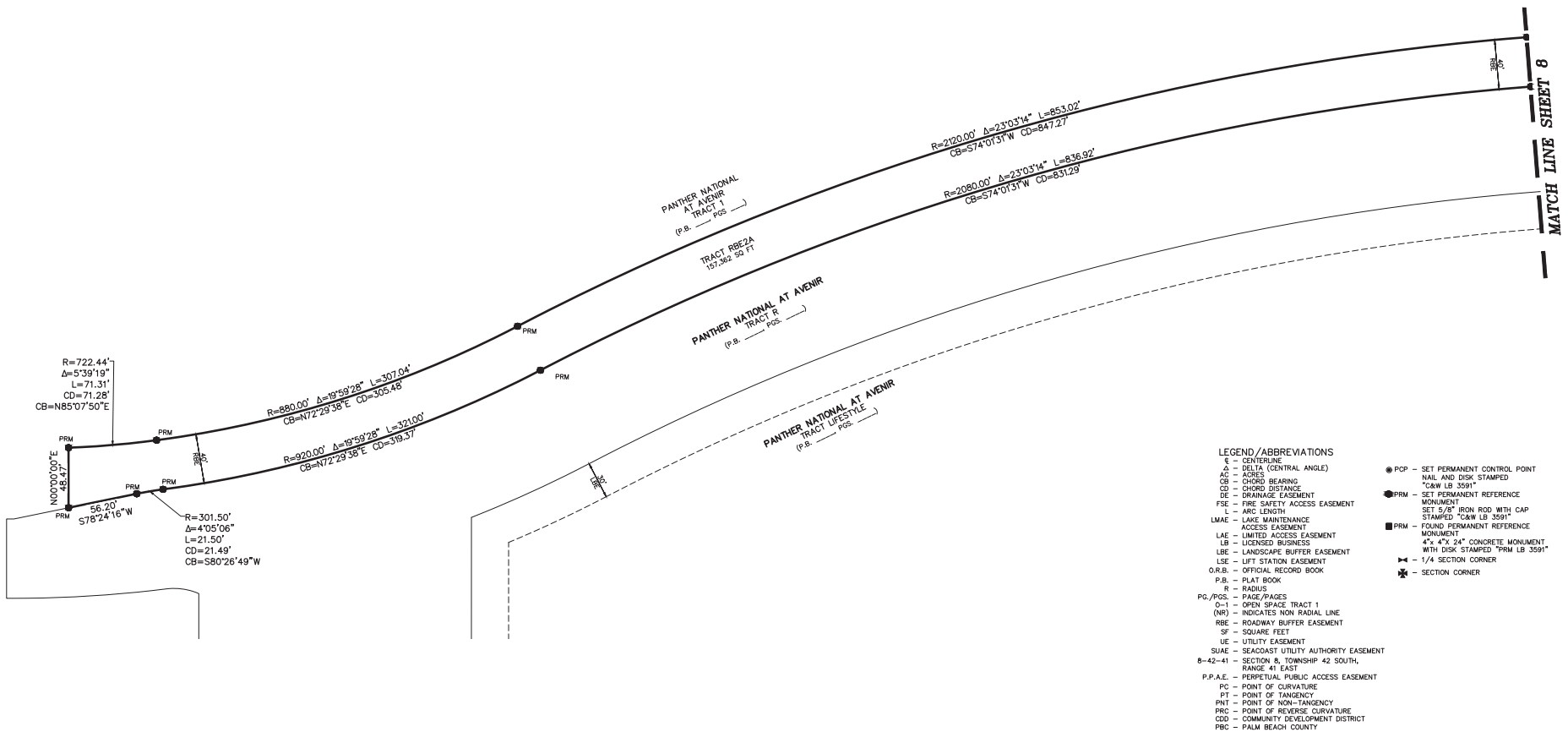
# PANTHER NATIONAL AT AVENIR POD 14

A REPLAT OF A PORTION OF TRACT 1 TOGETHER WITH ALL OF TRACT RBE1,  
PANTHER NATIONAL AT AVENIR, AS RECORDED IN  
PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4 AND 9, 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  
JULY 2022



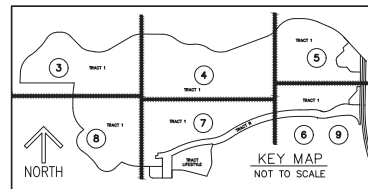
SHEET 9 OF 9



BEING A REPLAT OF A PORTION OF AVENIR, PARCEL "A-1",  
AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4, 8, & 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

BEING A REPLAT OF A PORTION OF AVENIR, PARCEL "A-1",  
AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LIG IN SECTIONS 4, 8, & 9, 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  
OCA RATON, FLORIDA 33434 - (561)392-19  
CERTIFICATE OF AUTHORIZATION NO. LB3591  
JULY 2022



STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THIS PLAT WAS FILED FOR  
RECORD AT \_\_\_\_\_ M.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 2022 AND DULY RECORDED  
IN PLAT BOOK \_\_\_\_\_ ON  
PAGES \_\_\_\_\_ AND \_\_\_\_\_

JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

BY: \_\_\_\_\_  
DEPUTY CLERK

***SHEET 1 OF 9***

CLER

DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE 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 "PANTHER NATIONAL AT AVENIR", BEING A REPLAT OF 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 4, 8, & 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

CONTAINING 392.681 ACRES, MORE OR LESS.

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

DEDICATIONS AND RESERVATIONS:

TRACT "B", AS SHOWN HEREIN, IS HEREBY RESERVED BY CENTAUR (PALM BEACH) OWNER, L.A. DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE ACCESS, ROADWAY, SIDEWALK, DRAINAGE, SEWAGE, GATE, GAZEBO, WATER, UTILITY AND RELATED PURPOSES. SAID TRACT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID CENTAUR (PALM BEACH) OWNER, L.A. DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT REQUIRE TO THE CITY OF PALM BEACH GARDENS, AN EASEMENT OVER TRACT "B" AS SHOWN HEREIN IS HEREBY DEDICATED IN PERPETUITY TO SEACOST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER LINES AND SEWAGE TREATMENT PLANT. THE MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECLUSE TO SEACOST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

2. TRACT 1 AS SHOWN HEREON, IS HEREBY RESERVED BY CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR FUTURE GOLF COURSE, CLUBHOUSE, MAINTENANCE, SALES CENTER AND RESIDENTIAL DEVELOPMENT PURPOSES.

3. TRACT LIFESTYLE AS SHOWN HEREON, IS HEREBY RESERVED BY CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS FOR DEVELOPMENT AND MAINTENANCE PURPOSES.

4. TRACT MAINTENANCE AS SHOWN HEREON, IS HEREBY RESERVED BY CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS FOR DEVELOPMENT AND MAINTENANCE PURPOSES.

5. THE LANDSCAPE BUFFER EASEMENTS, AS SHOWN HEREON, AND DESIGNATED AS "LBE", ARE HEREBY RESERVED BY CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENCUMBERED BY SAID EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES MAY BE PERMITTED WITHIN THE LANDSCAPE BUFFER EASEMENTS AS APPROVED BY OR WITH PRIOR WRITTEN CONSENT OF THE CITY OF PALM BEACH GARDENS.

6. TRACT "B" AS SHOWN HEREON IS HEREBY RESERVED BY CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE ACCESS, IN THE FUTURE, BY THE CITY OF PALM BEACH, FLORIDA, AND ITS UTILITY PRINCIPLES. SAID TRACT "B" COMBINED WITH TRACT "A" SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

7. TRACT "RBE2", AS SHOWN HEREON IS HEREBY RESERVED BY AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, BUFFER, DRAINAGE, LIGHTING AND UTILITY PURPOSES. SAID TRACT ENCUMBERED BY SAID ROADWAY BUFFER EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

TRACT "TR", AS SHOWN HEREON, IS HEREBY RESERVED BY AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROADWAY, DRAINAGE, UTILITY AND RELATED PURPOSES. SAID TRACT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL HAVE THE RIGHT, BUT NO OBLIGATION, TO MAINTAIN THE TRACT FOR THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL NOT BE PERPETUALLY DEED-BINDING TO SEACAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACAST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

CENTAUR (PALM BEACH) OWNER LLC,  
A DELAWARE LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, THE ABOVE NAMED CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CENTAUR (PALM BEACH) OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WITNESS: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

CENTAUR (PALM BEACH) OWNER LLC,  
A DELAWARE LIMITED LIABILITY COMPANY.  
ACKNOWLEDGEMENT:  
STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF      PHYSICAL PRESENCE OR      ONLINE NOTARIZATION, THIS          DAY OF                     , 2022, BY DOMINIK SENN, PRESIDENT, ON BEHALF OF CENTAUR (PALM BEACH) OWNER 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

CENTAUR (PALM BEACH)  
OWNER, LLC.

CENTAUR (PALM BEACH),  
OWNER, LLC.  
NOTARY

AVENIR COMMUNITY  
DEVELOPMENT DISTRICT

AVENIR COMMUNITY  
DEVELOPMENT DISTRICT  
NOTARY

AVENIR COMMUNITY DEVELOPMENT DISTRICT

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

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 NOTORIZATION, THIS \_\_\_\_\_ DAY \_\_\_\_\_ OF \_\_\_\_\_  
2022, BY VIRGINIA CORDERO, CHAIRMAN OF THE BOARD OF  
SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT  
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: \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_

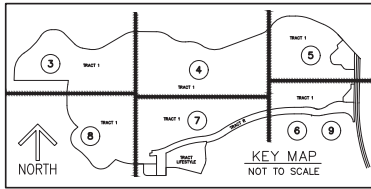
PRINT NAME \_\_\_\_\_

# PANTHER NATIONAL AT AVENIR

BEING A REPLAT OF A PORTION OF AVENIR, PARCEL "A-1",  
AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4, 8, & 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY  
RONNIE L. FURNESS

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  
JULY 2022



## TABULAR DATA:

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

TABULAR DATA	ACRES
TRACT 1	357.865
TRACT 2	15.869
TRACT RW	0.431
TRACT RBE1	4.509
TRACT RBE2	0.682
TRACT LIFESTYLE	11.525
TRACT MAINTENANCE	1.810
TOTAL AREA THIS PLAT	392.681

## MORTGAGEE'S JOINDER AND CONSENT:

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 33537, AT PAGE 1791 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

MONROE PANTHER LENDER, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME  
TITLE PRESIDENT

WITNESS: \_\_\_\_\_

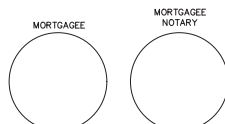
## ACKNOWLEDGEMENT:

STATE OF NEW YORK  
COUNTY OF NEW YORK)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022, BY \_\_\_\_\_ PRESIDENT, ON BEHALF OF MONROE PANTHER LENDER, 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



## 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: \_\_\_\_\_  
CHELSEA REED  
MAYOR

ATTEST: \_\_\_\_\_  
PATRICIA SNIDER, CMC  
CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

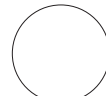
BY: \_\_\_\_\_  
TODD ENGLE, P.E.  
CITY ENGINEER

## 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.

CITY OF PALM BEACH GARDENS

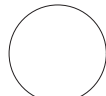


CITY OF PALM BEACH GARDENS  
ENGINEER



PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA  
CERTIFICATE NO. \_\_\_\_\_

REVIEWING  
SURVEYOR



## TITLE CERTIFICATION:

STATE OF FLORIDA  
COUNTY OF PALM BEACH)

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

DATED: \_\_\_\_\_ 2022

RICHARD G. CHERRY, ESQ.  
ATTORNEY AT LAW  
FLORIDA BAR #003860  
FOR THE FIRM OF CHERRY, EDGAR & SMITH, P.A.

## SURVEY NOTES:

1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PALM BEACH GARDENS ZONING REGULATIONS.
3. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO NORTH LINE OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 41 EAST, SAID NORTH LINE HAVING A GRID BEARING OF N89°30'37"W.
5. LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS SHOWN OTHERWISE.
6. "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
7. ALL INSTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

## SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ACCORDING TO SEC. 177.08(1)(7), F.S. HAVE BEEN PLACED AND PERMANENT CONTROL POINTS (P.C.P.'S) ACCORDING TO SEC. 177.09(1)(B) WILL BE PLACED AS REQUIRED BY LAW AND THAT MONUMENTS AND PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF PALM BEACH GARDENS FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE PLAT AND SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, AS AMENDED.

DATED: \_\_\_\_\_

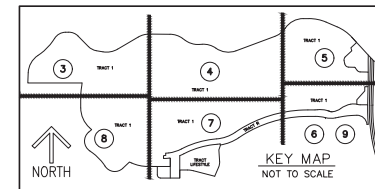
RONNIE L. FURNESS  
PROFESSIONAL SURVEYOR MAPPER #6272  
STATE OF FLORIDA  
CAULFIELD AND WHEELER, INC.  
SURVEYORS — ENGINEERS — PLANNERS  
7900 GLADES ROAD, SUITE 100  
(561)392-1991  
CERTIFICATION OF AUTHORIZATION NO. LB 3591

SURVEYOR



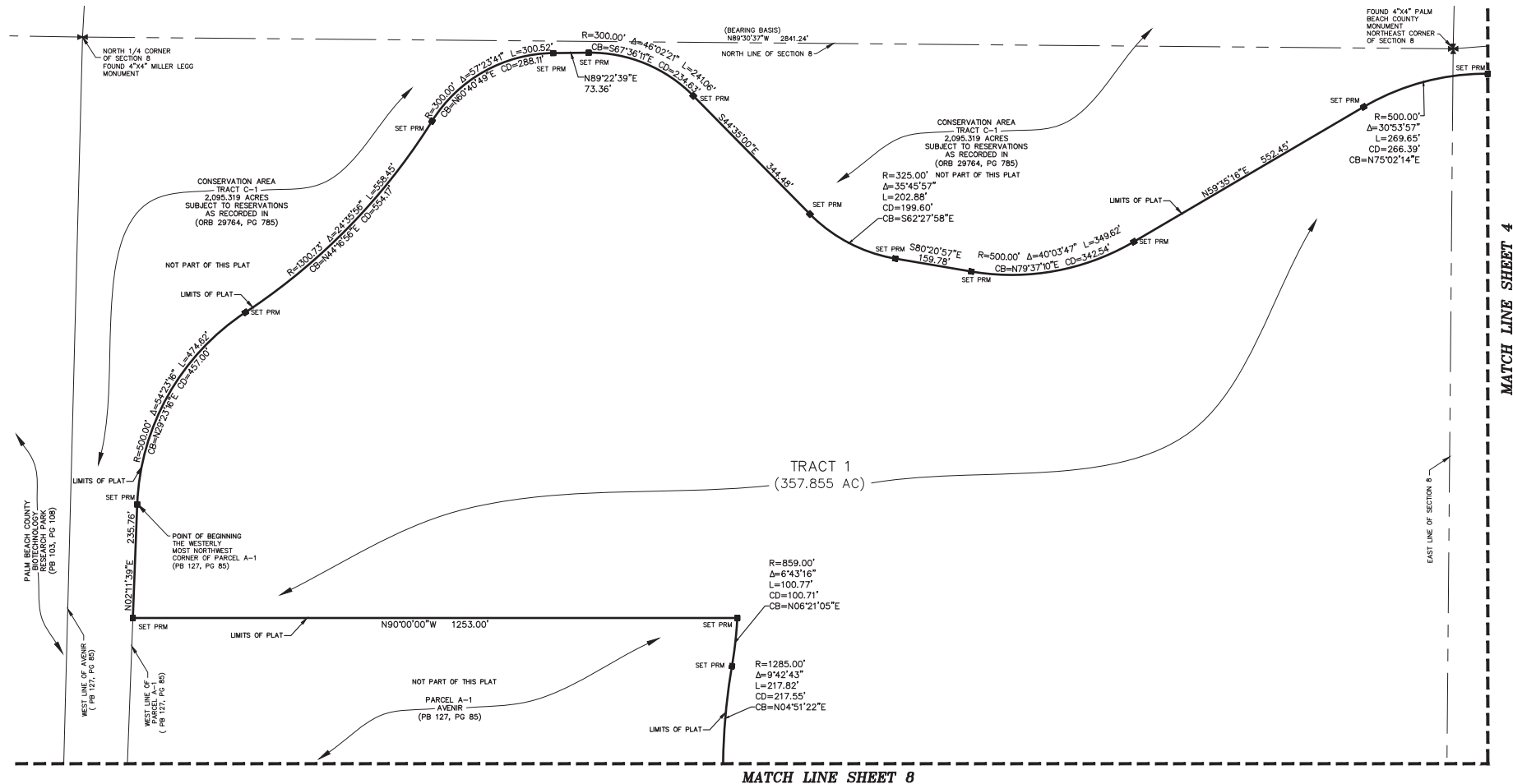
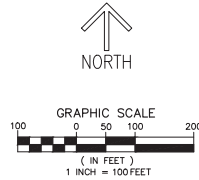
BEING A REPLAT OF A PORTION OF AVENIR, PARCEL "A-1",  
AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4, 8, & 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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  
JULY 2022



**SHEET 3 OF 9**

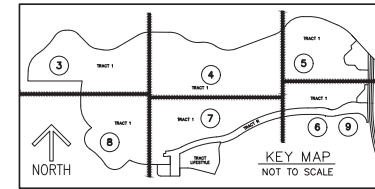
- LEGEND / ABBREVIATIONS**
- C = CENTERLINE
  - CA = (CENTRAL ANGLE)
  - AC = ACRES
  - DB = DEGREE
  - CD = CHORD DISTANCE
  - EA = EASEMENT
  - L = ARC LENGTH
  - LE = LEASED ACROSS EASEMENT
  - LU = LICENSED EASEMENT
  - LEB = LEASED BACK EASEMENT
  - LT = LOT
  - U = UTILITY EASEMENT
  - O.R.B. = OFFICIAL RECORD BOOK
  - PB = PLAT BOOK
  - PAGE = PAGE
  - P.P.A.F. = PUBLIC ACROSS EASEMENT
  - R = RADIAL
  - R = INDICATES RADIAL LINE
  - RD = INDICATES RADIAL BEARING
  - RB = INDICATES RADIAL BEARING
  - RF = RADIAL FEET
  - SF = SQUARE FEET
  - SUA = SEACOAST UTILITY AUTHORITY EASEMENT
  - UE = UTILITY EASEMENT
  - U.S. = UNITED STATES REFERENCE MONUMENT
  - 5/8" IRON ROD WITH CAP STAMPED
  - 1/4" IRON L.B. 3504"
  - DENOTES PERMANENT CONTROL POINT
  - ✱ = INDICATES 1/4 SECTION CORNER
  - ✱ = INDICATES SECTION CORNER



# PANTHER NATIONAL AT AVENIR

BEING A REPLAT OF A PORTION OF AVENIR, PARCEL "A-1",  
AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4, 8, & 9, 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  
JULY 2022



SHEET 4 OF 9

MATCH LINE SHEET 5

MATCH LINE SHEET 6

MATCH LINE SHEET 7

MATCH LINE SHEET 8

MATCH LINE SHEET 9

MATCH LINE SHEET 10

MATCH LINE SHEET 11

MATCH LINE SHEET 12

MATCH LINE SHEET 13

MATCH LINE SHEET 14

MATCH LINE SHEET 15

MATCH LINE SHEET 16

MATCH LINE SHEET 17

MATCH LINE SHEET 18

MATCH LINE SHEET 19

MATCH LINE SHEET 20

MATCH LINE SHEET 21

MATCH LINE SHEET 22

MATCH LINE SHEET 23

MATCH LINE SHEET 24

MATCH LINE SHEET 25

MATCH LINE SHEET 26

MATCH LINE SHEET 27

MATCH LINE SHEET 28

MATCH LINE SHEET 29

MATCH LINE SHEET 30

MATCH LINE SHEET 31

MATCH LINE SHEET 32

MATCH LINE SHEET 33

MATCH LINE SHEET 34

MATCH LINE SHEET 35

MATCH LINE SHEET 36

MATCH LINE SHEET 37

MATCH LINE SHEET 38

MATCH LINE SHEET 39

MATCH LINE SHEET 40

MATCH LINE SHEET 41

MATCH LINE SHEET 42

MATCH LINE SHEET 43

MATCH LINE SHEET 44

MATCH LINE SHEET 45

MATCH LINE SHEET 46

MATCH LINE SHEET 47

MATCH LINE SHEET 48

MATCH LINE SHEET 49

MATCH LINE SHEET 50

MATCH LINE SHEET 51

MATCH LINE SHEET 52

MATCH LINE SHEET 53

MATCH LINE SHEET 54

MATCH LINE SHEET 55

MATCH LINE SHEET 56

MATCH LINE SHEET 57

MATCH LINE SHEET 58

MATCH LINE SHEET 59

MATCH LINE SHEET 60

MATCH LINE SHEET 61

MATCH LINE SHEET 62

MATCH LINE SHEET 63

MATCH LINE SHEET 64

MATCH LINE SHEET 65

MATCH LINE SHEET 66

MATCH LINE SHEET 67

MATCH LINE SHEET 68

MATCH LINE SHEET 69

MATCH LINE SHEET 70

MATCH LINE SHEET 71

MATCH LINE SHEET 72

MATCH LINE SHEET 73

MATCH LINE SHEET 74

MATCH LINE SHEET 75

MATCH LINE SHEET 76

MATCH LINE SHEET 77

MATCH LINE SHEET 78

MATCH LINE SHEET 79

MATCH LINE SHEET 80

MATCH LINE SHEET 81

MATCH LINE SHEET 82

MATCH LINE SHEET 83

MATCH LINE SHEET 84

MATCH LINE SHEET 85

MATCH LINE SHEET 86

MATCH LINE SHEET 87

MATCH LINE SHEET 88

MATCH LINE SHEET 89

MATCH LINE SHEET 90

MATCH LINE SHEET 91

MATCH LINE SHEET 92

MATCH LINE SHEET 93

MATCH LINE SHEET 94

MATCH LINE SHEET 95

MATCH LINE SHEET 96

MATCH LINE SHEET 97

MATCH LINE SHEET 98

MATCH LINE SHEET 99

MATCH LINE SHEET 100

MATCH LINE SHEET 101

MATCH LINE SHEET 102

MATCH LINE SHEET 103

MATCH LINE SHEET 104

MATCH LINE SHEET 105

MATCH LINE SHEET 106

MATCH LINE SHEET 107

MATCH LINE SHEET 108

MATCH LINE SHEET 109

MATCH LINE SHEET 110

MATCH LINE SHEET 111

MATCH LINE SHEET 112

MATCH LINE SHEET 113

MATCH LINE SHEET 114

MATCH LINE SHEET 115

MATCH LINE SHEET 116

MATCH LINE SHEET 117

MATCH LINE SHEET 118

MATCH LINE SHEET 119

MATCH LINE SHEET 120

MATCH LINE SHEET 121

MATCH LINE SHEET 122

MATCH LINE SHEET 123

MATCH LINE SHEET 124

MATCH LINE SHEET 125

MATCH LINE SHEET 126

MATCH LINE SHEET 127

MATCH LINE SHEET 128

MATCH LINE SHEET 129

MATCH LINE SHEET 130

MATCH LINE SHEET 131

MATCH LINE SHEET 132

MATCH LINE SHEET 133

MATCH LINE SHEET 134

MATCH LINE SHEET 135

MATCH LINE SHEET 136

MATCH LINE SHEET 137

MATCH LINE SHEET 138

MATCH LINE SHEET 139

MATCH LINE SHEET 140

MATCH LINE SHEET 141

MATCH LINE SHEET 142

MATCH LINE SHEET 143

MATCH LINE SHEET 144

MATCH LINE SHEET 145

MATCH LINE SHEET 146

MATCH LINE SHEET 147

MATCH LINE SHEET 148

MATCH LINE SHEET 149

MATCH LINE SHEET 150

MATCH LINE SHEET 151

MATCH LINE SHEET 152

MATCH LINE SHEET 153

MATCH LINE SHEET 154

MATCH LINE SHEET 155

MATCH LINE SHEET 156

MATCH LINE SHEET 157

MATCH LINE SHEET 158

MATCH LINE SHEET 159

MATCH LINE SHEET 160

MATCH LINE SHEET 161

MATCH LINE SHEET 162

MATCH LINE SHEET 163

MATCH LINE SHEET 164

MATCH LINE SHEET 165

MATCH LINE SHEET 166

MATCH LINE SHEET 167

MATCH LINE SHEET 168

MATCH LINE SHEET 169

MATCH LINE SHEET 170

MATCH LINE SHEET 171

MATCH LINE SHEET 172

MATCH LINE SHEET 173

MATCH LINE SHEET 174

MATCH LINE SHEET 175

MATCH LINE SHEET 176

MATCH LINE SHEET 177

MATCH LINE SHEET 178

MATCH LINE SHEET 179

MATCH LINE SHEET 180

MATCH LINE SHEET 181

MATCH LINE SHEET 182

MATCH LINE SHEET 183

MATCH LINE SHEET 184

MATCH LINE SHEET 185

MATCH LINE SHEET 186

MATCH LINE SHEET 187

MATCH LINE SHEET 188

MATCH LINE SHEET 189

MATCH LINE SHEET 190

MATCH LINE SHEET 191

MATCH LINE SHEET 192

MATCH LINE SHEET 193

MATCH LINE SHEET 194

MATCH LINE SHEET 195

MATCH LINE SHEET 196

MATCH LINE SHEET 197

MATCH LINE SHEET 198

MATCH LINE SHEET 199

MATCH LINE SHEET 200

MATCH LINE SHEET 201

MATCH LINE SHEET 202

MATCH LINE SHEET 203

MATCH LINE SHEET 204

MATCH LINE SHEET 205

MATCH LINE SHEET 206

MATCH LINE SHEET 207

MATCH LINE SHEET 208

MATCH LINE SHEET 209

MATCH LINE SHEET 210

MATCH LINE SHEET 211

MATCH LINE SHEET 212

MATCH LINE SHEET 213

MATCH LINE SHEET 214

MATCH LINE SHEET 215

MATCH LINE SHEET 216

MATCH LINE SHEET 217

MATCH LINE SHEET 218

MATCH LINE SHEET 219

MATCH LINE SHEET 220

MATCH LINE SHEET 221

MATCH LINE SHEET 222

MATCH LINE SHEET 223

MATCH LINE SHEET 224

MATCH LINE SHEET 225

MATCH LINE SHEET 226

MATCH LINE SHEET 227

MATCH LINE SHEET 228

MATCH LINE SHEET 229

MATCH LINE SHEET 230

MATCH LINE SHEET 231

MATCH LINE SHEET 232

MATCH LINE SHEET 233

MATCH LINE SHEET 234

MATCH LINE SHEET 235

MATCH LINE SHEET 236

MATCH LINE SHEET 237

MATCH LINE SHEET 238

MATCH LINE SHEET 239

MATCH LINE SHEET 240

MATCH LINE SHEET 241

MATCH LINE SHEET 242

MATCH LINE SHEET 243

MATCH LINE SHEET 244

MATCH LINE SHEET 245

MATCH LINE SHEET 246

MATCH LINE SHEET 247

MATCH LINE SHEET 248

MATCH LINE SHEET 249

MATCH LINE SHEET 250

MATCH LINE SHEET 251

MATCH LINE SHEET 252

MATCH LINE SHEET 253

MATCH LINE SHEET 254

MATCH LINE SHEET 255

MATCH LINE SHEET 256

MATCH LINE SHEET 257

MATCH LINE SHEET 258

MATCH LINE SHEET 259

MATCH LINE SHEET 260

MATCH LINE SHEET 261

MATCH LINE SHEET 262

MATCH LINE SHEET 263

MATCH LINE SHEET 264

MATCH LINE SHEET 265

MATCH LINE SHEET 266

MATCH LINE SHEET 267

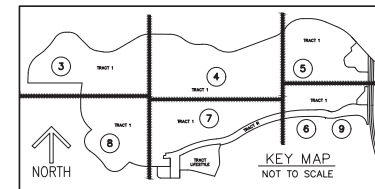
MATCH LINE SHEET 268

MATCH LINE SHEET 269

MATCH LINE SHEET 270

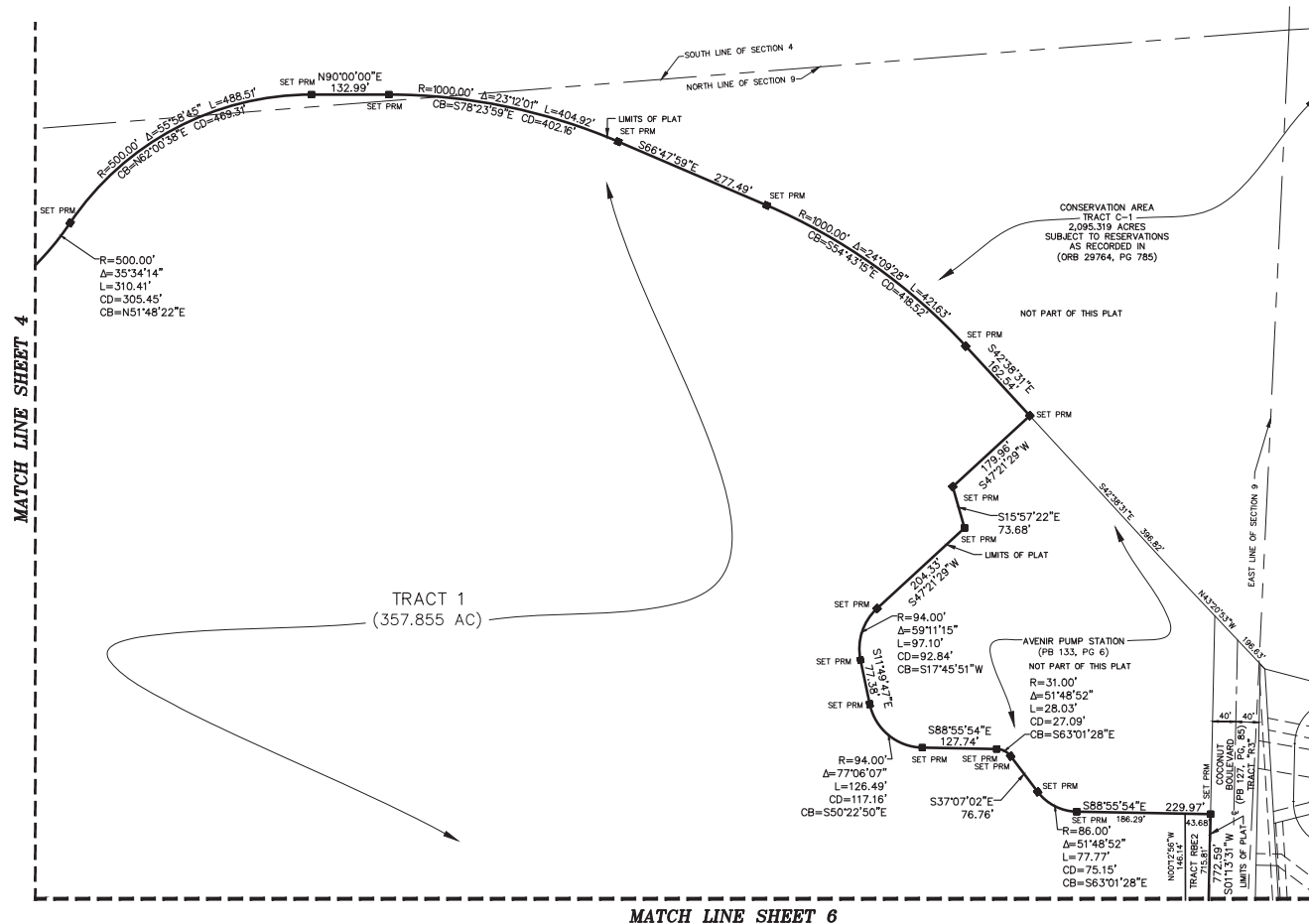
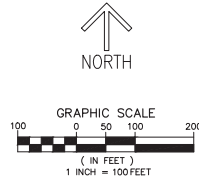
BEING A REPLAT OF A PORTION OF AVENIR, PARCEL "A-1",  
AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4, 8, & 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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  
JULY 2022



**SHEET 5 OF 9**

- LEGEND / ABBREVIATIONS**
- C = CENTERLINE
  - CA = (CENTRAL ANGLE)
  - AC = ACRES
  - PC = POINT OF CURVATURE
  - CD = CHORD DISTANCE
  - CB = CHORD BEARING
  - L = ARC LENGTH
  - LA = LINED ACCESS EASEMENT
  - LB = LICENSED EASEMENT
  - UB = UNLINED BUFFER EASEMENT
  - LSE = LEFT LIFT STATION EASEMENT
  - O.R.B. = OFFICIAL RECORD BOOK
  - PLB = PLAT BOOK
  - PAGE = PAGE
  - P.P.A. = PRIVATE PUBLIC ACCESS EASEMENT
  - R = RADIUS
  - (R) = CIRCUMFERENCE RADIAL LINE
  - RB = INDICATES RADIAL BEARING
  - RBE = ROADWAY BUFFER EASEMENT
  - SF = SQUARE FEET
  - SE = SEACOST AUTHORITY UTILITY EASEMENT
  - PM = PLAT MAP
  - FROM = DENOTES PERMANENT REFERENCE MONUMENT
  - 5/8" R/R ROAD WITH CAP STAMPED
  - 5/8" M/L 3501
  - = DENOTES PERMANENT CONTROL POINT
  - ✱ = INDICATES 1/4 SECTION CORNER
  - ✱ = INDICATES SECTION CORNER



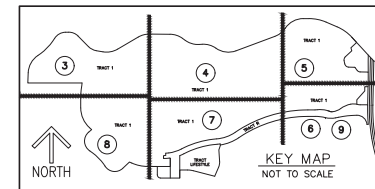
MATCH LINE SHEET 6



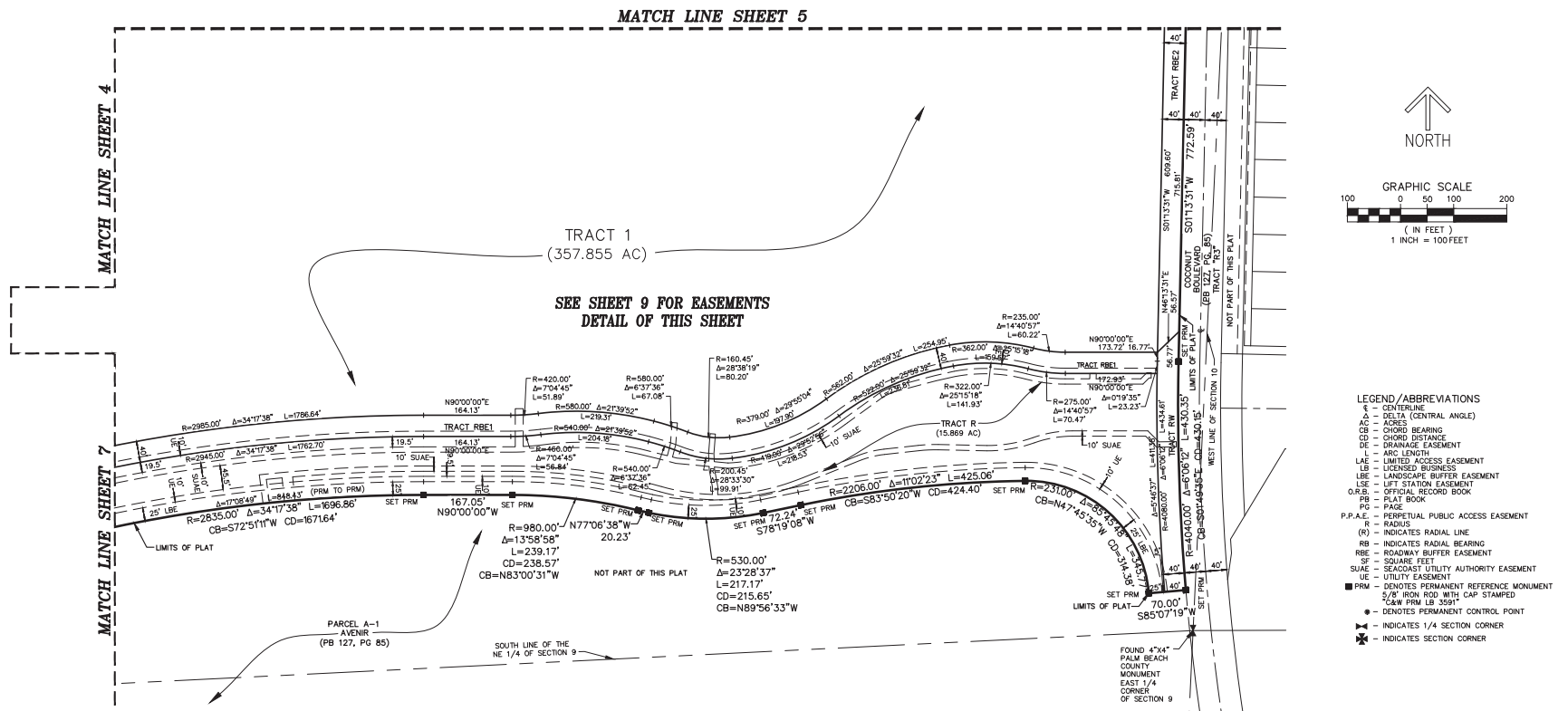
## PANTHER NATIONAL AT AVENIR

BEING A REPLAT OF A PORTION OF AVENIR, PARCEL "A-1",  
AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4, 8, & 9, 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  
JULY 2022



**SHEET 6 OF 9**

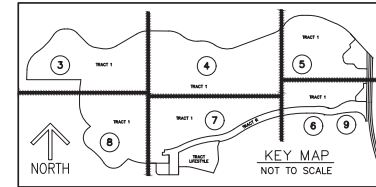




THIS INSTRUMENT PREPARED BY  
 RONNIE L. FURNISS  
 OF  
**CAULFIELD and WHEELER, INC.**  
 SURVEYORS — ENGINEERS — PLANNERS  
 7900 GLADES ROAD, SUITE 100  
 BOCA RATON, FLORIDA 33434 — (561)392-1991  
 CERTIFICATE OF AUTHORIZATION NO. LB3591  
 JULY 2022

# PANTHER NATIONAL AT AVENIR

BEING A REPLAT OF A PORTION OF AVENIR, PARCEL "A-1",  
 AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF  
 THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
 LYING IN SECTIONS 4, 8, & 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
 CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

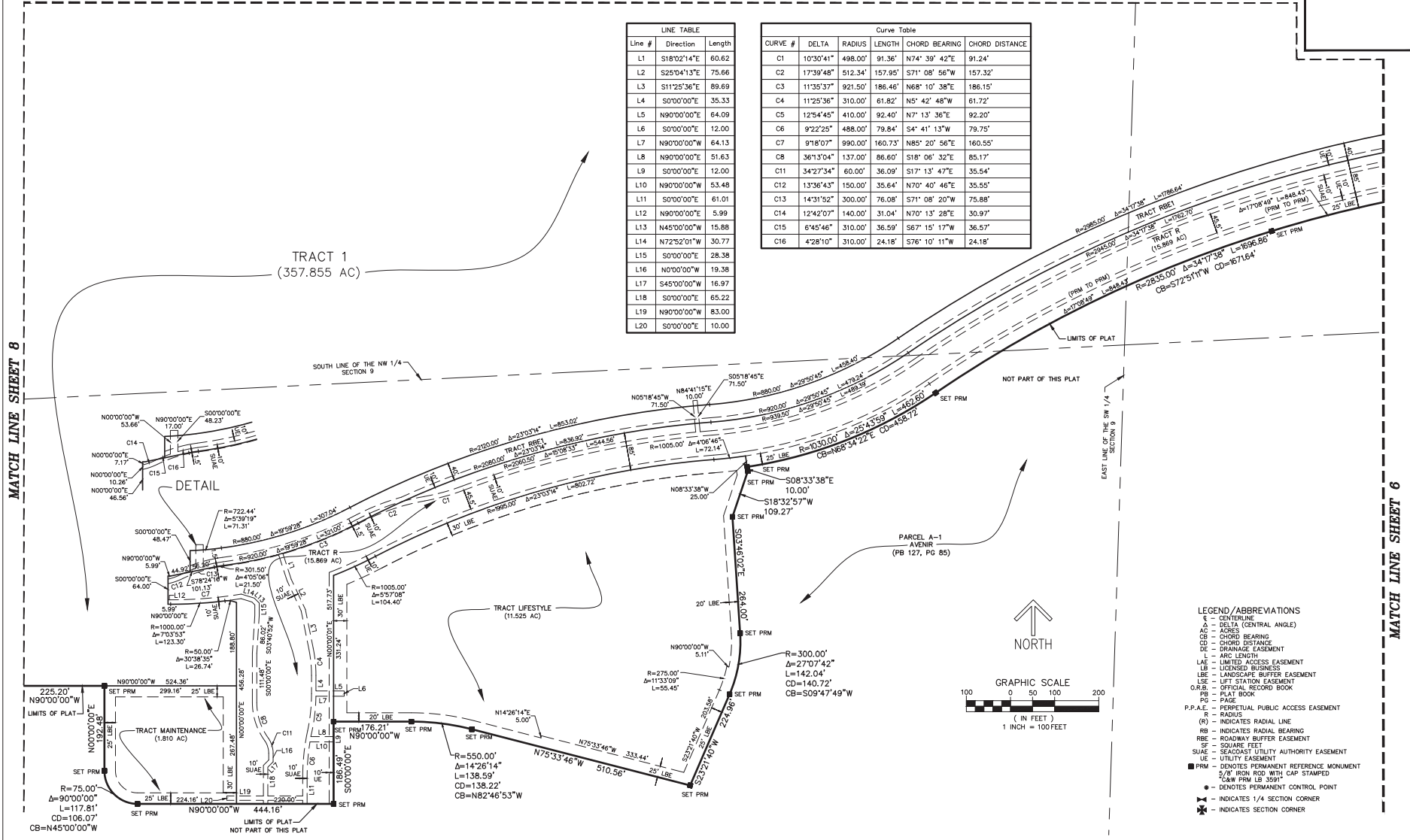


MATCH LINE SHEET 4

SHEET 7 OF 9

LINE #	DIRECTION	LENGTH
L1	S18°02'14"E	60.62
L2	S25°04'13"E	75.66
L3	S11°25'36"E	89.69
L4	S0°00'00"E	35.33
L5	N90°00'00"W	64.09
L6	S0°00'00"E	12.00
L7	N90°00'00"W	64.13
L8	N90°00'00"E	51.63
L9	S0°00'00"E	12.00
L10	N90°00'00"W	53.48
L11	S0°00'00"E	61.01
L12	N90°00'00"E	5.99
L13	N45°00'00"W	15.88
L14	N72°52'01"W	30.77
L15	S0°00'00"E	28.38
L16	N0°00'00"W	19.38
L17	S45°00'00"W	16.97
L18	S0°00'00"E	65.22
L19	N90°00'00"W	83.00
L20	S0°00'00"E	10.00

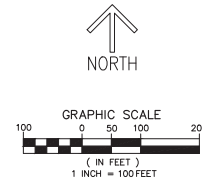
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	10°30'41"	498.00'	91.36'	N74° 39' 42"E	91.24'
C2	17°39'48"	512.34'	157.95'	S71° 08' 56"W	157.32'
C3	11°35'37"	921.50'	186.46'	N68° 10' 38"E	186.15'
C4	11°25'36"	310.00'	61.82'	N5° 42' 48"W	61.72'
C5	12°54'45"	410.00'	92.40'	N7° 13' 36"E	92.20'
C6	9°22'25"	488.00'	79.84'	S4° 41' 13"W	79.75'
C7	9°18'07"	990.00'	160.73'	N85° 20' 56"E	160.55'
C8	36°13'04"	137.00'	86.60'	S18° 06' 32"E	85.17'
C11	34°27'34"	60.00'	36.09'	S17° 13' 47"E	35.54'
C12	13°36'43"	150.00'	35.64'	N70° 40' 46"E	35.55'
C13	14°31'52"	300.00'	76.08'	S71° 08' 20"W	75.88'
C14	12°42'07"	140.00'	31.04'	N70° 13' 28"E	30.97'
C15	6°45'46"	310.00'	36.59'	S67° 15' 17"W	36.57'
C16	4°28'10"	310.00'	24.18'	S76° 10' 11"W	24.16'



MATCH LINE SHEET 8

MATCH LINE SHEET 6

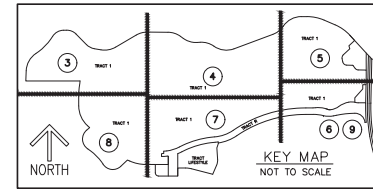
- LEGEND / ABBREVIATIONS**
- CL - CENTERLINE
  - Δ - DELTA (CENTRAL ANGLE)
  - AC - ACRE
  - CB - CHORD BEARING
  - CD - CHORD DISTANCE
  - DE - DRAINAGE EASEMENT
  - LA - ARC LENGTH
  - LAE - LIMITED ACCESS EASEMENT
  - LB - LICENSED BUSINESS
  - LBE - LANDSCAPE BUFFER EASEMENT
  - LSE - LIMITED ACCESS EASEMENT
  - OR.B. - OFFICIAL RECORD BOOK
  - PL - PLAT BOOK
  - PG - PAGE
  - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
  - R - RADIUS
  - (V) - INDICATES RADIAL LINE
  - RB - INDICATES RADIAL BEARING
  - RBE - ROADWAY BUFFER EASEMENT
  - SF - SQUARE FEET
  - SUAE - SEACAST UTILITY AUTHORITY EASEMENT
  - UE - UTILITY EASEMENT
  - PRM - DENOTES PERMANENT REFERENCE MONUMENT
  - 5/8" IRON ROD WITH CAP STAMPED "C&W FROM LB 5291"
  - - DENOTES PERMANENT CONTROL POINT
  - - INDICATES 1/4 SECTION CORNER
  - ✱ - INDICATES SECTION CORNER



# PANTHER NATIONAL AT AVENIR

BEING A REPLAT OF A PORTION OF AVENIR, PARCEL "A-1",  
AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4, 8, & 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST,  
CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

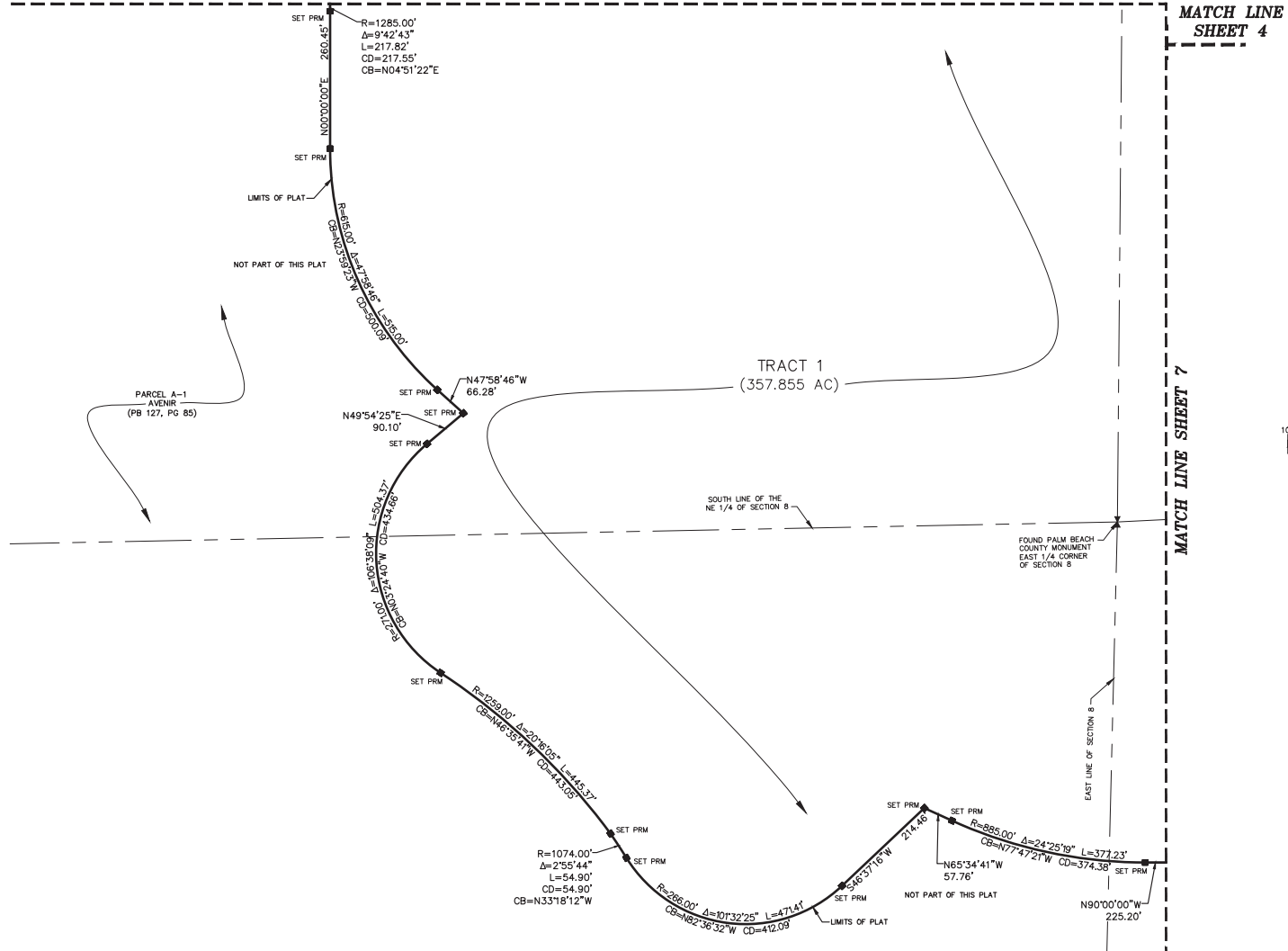
THIS INSTRUMENT PREPARED BY  
RONNIE L. FURNISS  
OF  
**CAULFIELD and WHEELER, INC.**  
SURVEYORS - ENGINEERS - PLANNERS  
7900 GLADES ROAD, SUITE 100  
BOCA RATON, FLORIDA 33434 - (561)392-1991  
CERTIFICATE OF AUTHORIZATION NO. LB3591  
JULY 2022



MATCH LINE SHEET 3

MATCH LINE  
SHEET 4

SHEET 8 OF 9

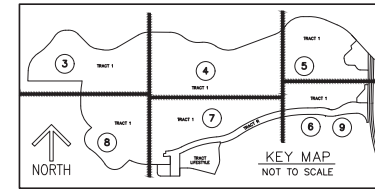


- LEGEND / ABBREVIATIONS**
- CL - CENTERLINE
  - Δ - DELTA (CENTRAL ANGLE)
  - AC - ACRES
  - CB - CHORD BEARING
  - CD - CHORD DISTANCE
  - DE - DRAINAGE EASEMENT
  - ARC - ARC LENGTH
  - LAE - LIMITED ACCESS EASEMENT
  - LB - LICENSED BUSINESS
  - LBE - LANDSCAPE BUFFER EASEMENT
  - LSE - LEFT STATION EASEMENT
  - OR.B - OFFICIAL RECORD BOOK
  - PL.B - PLAT BOOK
  - PAE - PERPETUAL PUBLIC ACCESS EASEMENT
  - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
  - R - RADIUS
  - (R) - INDICATES RADIAL LINE
  - RIB - INDICATES RADIAL BEARING
  - RBE - ROADWAY BUFFER EASEMENT
  - SF - SQUARE FEET
  - SUA/E - SEACOAST UTILITY AUTHORITY EASEMENT
  - UE - UTILITY EASEMENT
  - PRM - DENOTES PERMANENT REFERENCE MONUMENT
  - 5/8\"/>

# PANTHER NATIONAL AT AVENIR

BEING A REPLAT OF A PORTION OF AVENIR, PARCEL "A-1",  
AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LYING IN SECTIONS 4, 8, & 9, 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  
JULY 2022



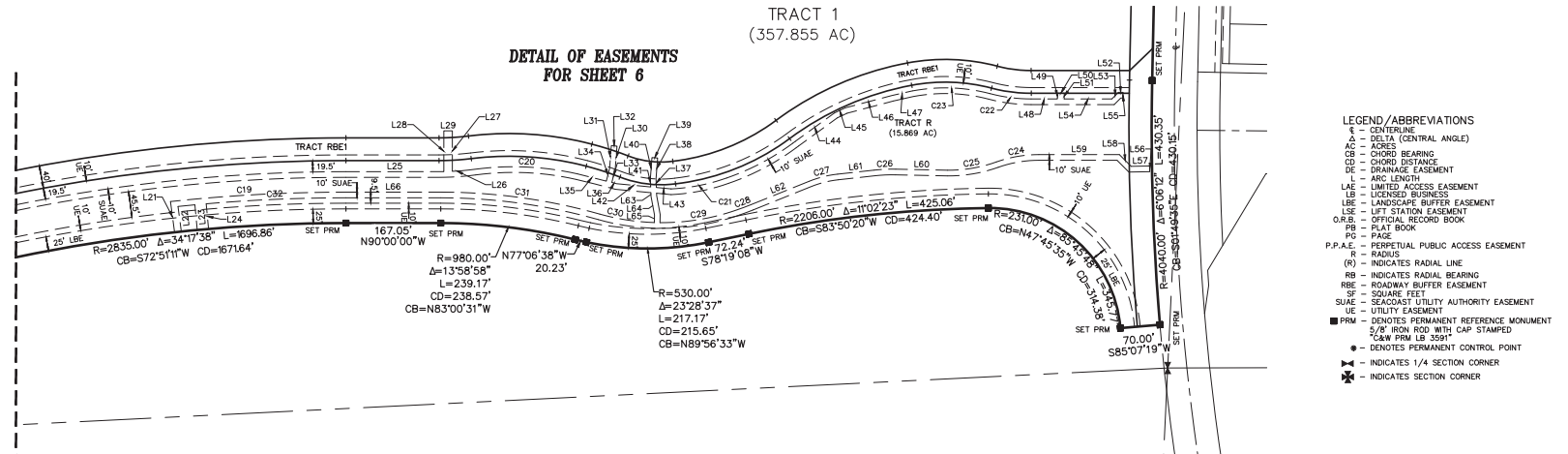
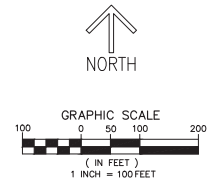
SHEET 9 OF 9

Line #	Direction	Length
L21	S72°8'55"E	54.52
L22	S72°7'29"E	44.52
L23	S52°4'02"E	44.50
L24	S52°4'02"E	44.50
L25	S89°58'32"W	172.54
L26	S86°12'48"W	16.53
L27	N0°00'00"E	71.32
L28	S0°00'00"E	71.82
L29	N90°00'00"W	15.00
L30	S42°22'41"W	41.17
L31	N4°22'41"E	40.27
L32	S85°3'19"E	10.00
L33	S14°35'52"W	23.78
L34	N14°35'52"E	23.01
L35	S75°53'51"E	52.32
L36	S75°24'08"E	8.42

Line #	Direction	Length
L37	S21°3'44"E	15.14
L38	S42°2'41"W	36.89
L39	S85°3'19"E	10.00
L40	N4°22'41"E	37.47
L41	N21°3'44"W	14.37
L42	S84°33'29"E	60.60
L43	S84°33'29"E	26.38
L44	S54°02'31"W	84.95
L45	S64°38'05"W	21.23
L46	S75°13'39"W	84.95
L47	S77°19'39"W	37.52
L48	N89°59'14"W	46.28
L49	S10°4'18"W	10.00
L50	N90°00'00"E	12.00
L51	S10°4'18"E	10.00
L52	N90°00'00"E	8.06

Line #	Direction	Length
L53	S45°00'00"W	16.38
L54	N90°00'00"E	83.96
L55	S0°37'40"W	10.00
L56	N0°58'45"W	10.00
L57	N89°01'15"E	32.70
L58	N45°00'00"W	29.24
L59	N90°00'00"W	141.90
L60	N88°49'05"W	91.55
L61	S83°44'30"W	64.99
L62	N68°05'52"E	110.01
L63	S21°3'44"E	6.29
L64	S10°29'48"E	33.49
L65	S1°08'11"W	13.36
L66	N90°00'00"W	167.05

CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C19	6°08'28"	2889.50'	309.71'	S86° 55' 46"W	309.56'
C20	20°19'43"	512.00'	181.66'	N87° 25' 57"W	180.71'
C21	16°45'48"	343.00'	100.35'	N78° 55' 06"E	100.00'
C22	14°40'57"	285.00'	73.03'	S82° 39' 32"E	72.83'
C23	25°15'18"	312.00'	137.53'	N87° 56' 42"W	136.42'
C24	19°36'25"	223.00'	76.31'	S80° 11' 48"W	75.94'
C25	19°54'59"	252.00'	87.60'	N80° 21' 05"E	87.16'
C26	7°26'25"	291.00'	37.79'	S87° 27' 43"W	37.76'
C27	15°38'38"	191.00'	52.15'	S75° 55' 11"W	51.99'
C28	2°58'46"	488.00'	25.38'	N69° 35' 15"E	25.37'
C29	19°50'44"	402.00'	139.24'	N80° 30' 03"E	138.55'
C30	13°52'40"	402.00'	97.37'	S81° 12' 43"E	97.13'
C31	15°43'37"	1034.50'	283.95'	N82° 08' 12"W	283.06'
C32	4°54'20"	2879.50'	246.53'	S87° 32' 50"W	246.46'





## **Avenir Community Development District**

### **FINANCIAL STATEMENTS**

**September 30, 2021**



	Page
<b>REPORT</b>	
Independent Auditors' Report .....	1
<b>FINANCIAL STATEMENTS</b>	
Management's Discussion and Analysis (required supplemental information) .....	3
Basic Financial Statements	
Government-Wide Financial Statements	
Statement of Net Position .....	8
Statement of Activities .....	9
Fund Financial Statements	
Balance Sheet – Governmental Funds.....	10
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position .....	11
Statement of Revenue, Expenditures and Changes in Fund Balances – Governmental Funds .....	12
Reconciliation of the Statement of Revenue, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities.....	13
Notes to Financial Statements .....	14
Required Supplemental Information (Other than MD&A)	
Budget to Actual Comparison Schedule - General Fund.....	24
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> .....	25
Management Letter .....	27
Independent Accountants' Report on Compliance with Section 218.415, Florida Statutes.	30

## **INDEPENDENT AUDITORS' REPORT**

To the Board of Supervisors  
Avenir Community Development District  
Palm Beach County, Florida

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and each major fund of Avenir Community Development District (hereinafter referred to as "District"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2022, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida  
June 30, 2022



## **Management's Discussion And Analysis**

## Avenir Community Development District Management's Discussion and Analysis

Our discussion and analysis of the Avenir Community Development District's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2021. Please read it in conjunction with the District's financial statements, which begin on page 8.

### FINANCIAL HIGHLIGHTS

- At September 30, 2021, the assets of the District exceeded its liabilities by approximately \$22.6 million.
- During the fiscal year ended September 30, 2021, the District issued Series 2020 Bond Anticipation Notes and Series 2021 bonds, totaling \$111.2 million.
- During the fiscal year ended September 30, 2021, the District incurred capital outlay expenditures totaling approximately \$71.2 million, incurred approximately \$4.9 million of interest expenditures and made principal payments totaling approximately \$1.4 million.

### USING THE ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities on pages 8 – 9 provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 10. For governmental activities, these statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

#### ***Reporting the District as a Whole***

Our analysis of the District as a whole begins on page 4. One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and related changes during the current year. You can think of the District's net position – the difference between assets and liabilities – as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position is one indicator of whether its financial health is improving or deteriorating. You will need to consider other nonfinancial factors; however, such as changes in the District's assessment base and the condition of the District's infrastructure, to assess the overall health of the District.

## Avenir Community Development District Management's Discussion and Analysis

### ***Reporting the District's Most Significant Funds***

Our analysis of the District's major funds begins on page 5. The fund financial statements begin on page 10 and provide detailed information about the most significant funds – not the District as a whole. Some funds are required to be established by State law and by bond covenants. All of the District's funds are governmental fund-types.

- *Governmental funds* – All of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

### **THE DISTRICT AS A WHOLE**

The following table reflects the condensed Statement of Net Position and is compared to the prior year.

<i>September 30,</i>	<b>2021</b>	<b>2020</b>	<b>Change</b>
<b>Assets</b>			
Current and other assets	\$ 86,223,176	\$ 32,985,234	\$ 53,237,942
Capital assets, net	147,086,619	75,839,103	71,247,516
<b>Total assets</b>	<b>\$ 233,309,795</b>	<b>\$ 108,824,337</b>	<b>\$ 124,485,458</b>
<b>Liabilities</b>			
Current liabilities	\$ 28,380,213	\$ 7,102,822	\$ 21,277,391
Other liabilities	182,348,467	88,867,516	93,480,951
<b>Total liabilities</b>	<b>210,728,680</b>	<b>95,970,338</b>	<b>114,758,342</b>
<b>Net position</b>			
Net investment in capital assets	22,707,240	14,268,655	8,438,585
Restricted for:			
Capital projects	24,298	451,658	(427,360)
Unrestricted	(150,423)	(1,866,314)	1,715,891
<b>Total net position (deficit)</b>	<b>22,581,115</b>	<b>12,853,999</b>	<b>9,727,116</b>
<b>Total liabilities and net position</b>	<b>\$ 233,309,795</b>	<b>\$ 108,824,337</b>	<b>\$ 124,485,458</b>

For more detailed information, see the accompanying Statement of Net Position.

During the fiscal year ended September 30, 2021, total assets and liabilities increased over the prior year by approximately \$124 million and \$115 million, respectively. The increase in assets and liabilities is primarily due to the issuance of the Series 2020 BAN and 2021 Bonds and related capital projects, which were ongoing at the fiscal year-end.

## Avenir Community Development District Management's Discussion and Analysis

The following schedule compares the Statement of Activities for the current and previous fiscal year.

<i>For the year ended September 30,</i>	<b>2021</b>	<b>2020</b>	<b>Change</b>
<b>Revenue:</b>			
Program revenue:			
Charges for services	\$ 3,052,409	\$ 2,005,051	\$ 1,047,358
Grants and contributions	16,293,153	8,457,952	7,835,201
General revenue:			
Interest and other revenue	434	101	333
<b>Total revenue</b>	<b>19,345,996</b>	<b>10,463,104</b>	<b>8,882,892</b>
<b>Expenses:</b>			
General government	155,708	139,632	16,076
Maintenance and operations	1,533,828	675,879	857,949
Bond issue costs	2,008,975	710,185	1,298,790
Interest	5,920,369	4,482,316	1,438,053
<b>Total expenses</b>	<b>9,618,880</b>	<b>6,008,012</b>	<b>3,610,868</b>
<b>Change in net position</b>	<b>9,727,116</b>	<b>4,455,092</b>	<b>5,272,024</b>
<b>Net position, beginning of year (deficit)</b>	<b>12,853,999</b>	<b>8,398,907</b>	<b>4,455,092</b>
<b>Net position, end of year (deficit)</b>	<b>\$ 22,581,115</b>	<b>\$ 12,853,999</b>	<b>\$ 9,727,116</b>

For more detailed information, see the accompanying Statement of Activities.

Revenues increased over the prior year by approximately \$8.9 million. The increase in revenue is primarily due to additional contributions made by the developer in connection with certain capital projects. Expenses increased over the prior year by approximately \$3.6 million. The increase in expenses is primarily due to an increase in bond issue costs and interest expense related to Series 2020 BAN and Series 2021 Bonds. The overall result was a \$9.7 million increase in net position for fiscal year 2021.

### THE DISTRICT'S FUNDS

As the District completed the year, its governmental funds (as presented in the balance sheet on page 10) reported a combined fund balance of approximately \$76.8 million, which is an increase over last year's balance that totaled approximately \$28.6 million. Significant transactions are discussed on the following page.

- During the fiscal year ended September 30, 2021, the District issued Series 2020 Bond Anticipation Notes and Series 2021 bonds, totaling \$111.2 million.
- During the fiscal year ended September 30, 2021, the District incurred capital outlay expenditures totaling approximately \$71.2 million, incurred approximately \$4.9 million of interest expenditures and made principal payments totaling approximately \$1.4 million.

## Avenir Community Development District Management's Discussion and Analysis

The overall increase in fund balance for the year ended September 30, 2021 totaled approximately \$48.3 million.

### GOVERNMENTAL FUNDS BUDGETARY HIGHLIGHTS

An Operating budget was established by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the general fund, including the original budget and final adopted budget, is shown at page 24.

The District experienced an unfavorable variance in revenue as compared to the final budget in the amount of \$1.1 million. Conversely, the District experienced a favorable variance in expenditures as compared to the final budget in the amount of \$935,000. The variance in both revenue and expenditures relate to capital outlay and the related effect on landowner contributions necessary to fund the capital outlay.

### CAPITAL ASSET AND DEBT ADMINISTRATION

#### ***Capital Assets***

At September 30, 2021, the District had approximately \$147.1 million invested in capital assets. This amount represents an increase of approximately \$71.2 million from the 2020 fiscal year.

A listing of capital assets by major category for the current and prior year follows:

<i>September 30,</i>	<b>2021</b>	<b>2020</b>	<b>Change</b>
Capital assets not being depreciated	\$ 147,086,619	\$ 75,839,103	\$ 71,247,516

More information about the District's capital assets is presented in Note 4 to the financial statements.

#### ***Debt***

At September 30, 2021, the District had approximately \$203 million of outstanding debt. This amount represents a net increase of approximately \$110 million from the 2020 fiscal year.

## Avenir Community Development District Management's Discussion and Analysis

A listing of debt amounts outstanding for the current and prior year is as follows:

<i>September 30,</i>	<b>2021</b>	<b>2020</b>	<b>Change</b>
Special Assessment Bonds:			
Series 2018-1	\$ 30,005,000	\$ 30,460,000	\$ (455,000)
Series 2018-2 tax-exempt	1,235,000	1,335,000	(100,000)
Series 2018-2 taxable	4,825,000	5,225,000	(400,000)
Series 2018-3	11,260,000	11,415,000	(155,000)
Series 2019	15,430,000	15,700,000	(270,000)
Series 2019B tax-exempt	4,300,000	4,300,000	-
Series 2019B taxable	2,200,000	2,200,000	-
Series 2020IF	22,600,000	22,600,000	-
Series 2020BAN	15,400,000	-	15,400,000
Series 2021A-1	27,305,000	-	27,305,000
Series 2021A-2	39,305,000	-	39,305,000
Series 2021B	29,160,000	-	29,160,000
	<b>\$203,025,000</b>	<b>\$ 93,235,000</b>	<b>\$ 109,790,000</b>

More information about the District's long-term debt is presented in Note 5 to the financial statements.

### FUTURE FINANCIAL FACTORS

Avenir Community Development District is an independent special district that operates under the provisions of Chapter 190, Florida Statutes. The District operates under an elected Board of Supervisors, which establishes policy and sets assessment rates. Assessment rates for fiscal year 2021 were established to provide for the operations of the District as well as the necessary debt service requirements.

### CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. If you have questions about this report or need additional financial information, contact the Avenir Community Development District's management company at 2501A Burns Road, Palm Beach Gardens, Florida, 33410.

## **Basic Financial Statements**



**Avenir Community Development District**  
**Statement of Net Position**

<i>September 30,</i>	<b>2021</b>
	Governmental Activities
<b>Assets</b>	
Cash and cash equivalents	\$ 252,598
Investments	84,037,454
Due from landowner	1,932,569
Prepaid expenses	555
Capital assets:	
Not being depreciated	147,086,619
<b>Total assets</b>	<b>233,309,795</b>
<b>Liabilities</b>	
Accounts payable	1,804,358
Contracts payable	5,616,839
Retainage payable	1,405,858
Due to bondholders	566,037
Accrued interest payable	2,742,121
Non-current liabilities:	
Due within one year	16,245,000
Due in more than one year	182,348,467
<b>Total liabilities</b>	<b>210,728,680</b>
<b>Net position</b>	
Net investment in capital assets	22,707,240
Restricted for:	
Capital projects	24,298
Unrestricted	(150,423)
<b>Total net position</b>	<b>\$ 22,581,115</b>

*The accompanying notes are an integral part of these financial statements.*

## Avenir Community Development District Statement of Activities

For the year ended September 30,

2021

					Net (Expense) Revenue and Changes in Net Position
<u>Program Revenues</u>					
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ (155,708)	\$ 101,194	\$ 65,622	\$ -	\$ 11,108
Maintenance and operations	(1,533,828)	996,826	646,423	-	109,421
Bond issue costs	(2,008,975)	-	-	-	(2,008,975)
Interest	(5,920,369)	1,954,389	15,578,383	2,725	11,615,128
Total governmental activities	\$ (9,618,880)	\$ 3,052,409	\$ 16,290,428	\$ 2,725	9,726,682

## General revenues

Interest	434
<b>Total general revenues</b>	<b>434</b>

Change in net position	9,727,116
Net position - beginning of year	12,853,999
Net position - end of year	\$ 22,581,115

*The accompanying notes are an integral part of these financial statements.*

**Avenir Community Development District  
Balance Sheet – Governmental Funds**

September 30,

**2021**

	General	Debt Service	Capital Projects	Total Governmental Funds
<b>Assets</b>				
Cash and cash equivalents	\$ 252,598	\$ -	\$ -	\$ 252,598
Investments	-	24,069,279	59,968,175	84,037,454
Due from landowner	1,932,569	-	-	1,932,569
Prepaid expenditures	555	-	-	555
Due from other funds	-	239,062	-	239,062
<b>Total assets</b>	<b>\$ 2,185,722</b>	<b>\$ 24,308,341</b>	<b>\$ 59,968,175</b>	<b>\$ 86,462,238</b>
<b>Liabilities and Fund Balances</b>				
<b>Liabilities</b>				
Accounts payable	\$ 1,804,358	\$ -	\$ -	\$ 1,804,358
Contracts payable	-	-	5,919,445	5,919,445
Retainage payable	-	-	1,103,252	1,103,252
Due to bondholders	-	566,037	-	566,037
Due to other funds	239,062	-	-	239,062
<b>Total liabilities</b>	<b>2,043,420</b>	<b>566,037</b>	<b>7,022,697</b>	<b>9,632,154</b>
<b>Fund balances</b>				
Nonspendable	555	-	-	555
Restricted for debt service	-	23,742,304	-	23,742,304
Restricted for capital projects	-	-	52,945,478	52,945,478
Unassigned	141,747	-	-	141,747
<b>Total fund balances</b>	<b>142,302</b>	<b>23,742,304</b>	<b>52,945,478</b>	<b>76,830,084</b>
<b>Total liabilities and fund balance</b>	<b>\$ 2,185,722</b>	<b>\$ 24,308,341</b>	<b>\$ 59,968,175</b>	<b>\$ 86,462,238</b>

*The accompanying notes are an integral part of these financial statements.*

**Avenir Community Development District**  
**Reconciliation of the Balance Sheet of Governmental Funds to the Statement of**  
**Net Position**

<i>September 30,</i>	<b>2021</b>
Total fund balances, governmental funds	\$ 76,830,084
Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund financial statements.	147,086,619
Liabilities not due and payable from current resources, including accrued interest, are not reported in the fund financial statements.	(201,335,588)
Total net position (deficit) - governmental activities	\$ 22,581,115

*The accompanying notes are an integral part of these financial statements.*

**Avenir Community Development District**  
**Statement of Revenue, Expenditures and Changes in Fund Balances –**  
**Governmental Funds**

*For the year ended September 30,*

**2021**

	General	Debt Service	Capital Projects	Total Governmental Funds
<b>Revenue</b>				
Assessment revenue	\$ 1,098,020	\$ 1,954,389	\$ -	\$ 3,052,409
Landowner contributions	9,936,407	2,985,530	-	12,921,937
Prepayment revenue	-	2,199,411	-	2,199,411
Improvement fees	-	1,169,080	-	1,169,080
Interest and other revenue	434	249	2,476	3,159
Total revenue	11,034,861	8,308,659	2,476	19,345,996
<b>Expenditures</b>				
Current:				
General government	155,708	-	-	155,708
Maintenance and	1,533,828	-	-	1,533,828
Debt service:				
Principal		1,380,000	-	1,380,000
Interest	-	4,897,390	-	4,897,390
Bond issue costs	-	-	2,008,975	2,008,975
Capital outlay	9,206,107	8,009	62,033,400	71,247,516
Total expenditures	10,895,643	6,285,399	64,042,375	81,223,417
Excess (deficit) of revenue over expenditures	139,218	2,023,260	(64,039,899)	(61,877,421)
<b>Other Financing Sources (Uses)</b>				
Bond proceeds	-	20,276,001	90,893,999	111,170,000
Bond discount	-	-	(1,018,960)	(1,018,960)
Transfers in (out)	-	9,500	(9,500)	-
Total other financing sources (uses)	-	20,285,501	89,865,539	110,151,040
Net change in fund balances	139,218	22,308,761	25,825,640	48,273,619
Fund balances, beginning of	3,084	1,433,543	27,119,838	28,556,465
Fund balances, end of year	\$ 142,302	\$ 23,742,304	\$ 52,945,478	\$ 76,830,084

*The accompanying notes are an integral part of these financial statements.*

**Avenir Community Development District**  
**Reconciliation of the Statement of Revenue, Expenditures and Changes in Fund**  
**Balances of Governmental Funds to the Statement of Activities**

<i>For the year ended September 30,</i>	<b>2021</b>
Net change in fund balances - governmental funds	\$ 48,273,619
Capital outlay, reported as expenditures in the governmental funds, is shown as capital assets on the Statement of Net Position.	71,247,516
Governmental funds report principal payments on bonds as expenditures when debt is paid, whereas these payments are eliminated in the Statement of Activities and recognized as a reduction in bonds payable in the Statement of Net Position.	1,380,000
Governmental funds report the effect of the discount bonds when debt is first issued, whereas these amounts are deferred and amortized in the Statement of Activities.	1,018,960
The amortization of the discount on bonds is not recognized in the governmental fund statements but is reported as an expense in the Statement of Activities.	(159,911)
The change in accrued interest between the current and prior year is recorded on the Statement of Activities but not on the fund financial statements.	(863,068)
Bond proceeds which are reported as other financing sources in the governmental funds are recognized as long-term liabilities in the Statement of Net Position.	(111,170,000)
Change in net position of governmental activities	\$ 9,727,116

*The accompanying notes are an integral part of these financial statements.*

## **Avenir Community Development District Notes to Financial Statements**

### **NOTE 1: NATURE OF ORGANIZATION**

The Avenir Community Development District (the “District”) was established on January 5, 2017 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by City of Palm Beach Gardens Ordinance No. 17, 2016. The Act provides, among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by a Board of Supervisors (“Board”), which is comprised of five members. The Supervisors are elected by the owners of the property within the District. At September 30, 2021, all of the Supervisors are affiliated with the landowner/developer of the community, Avenir Holdings, LLC. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the final responsibility for:

1. Allocating and levying special assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth by Generally Accepted Accounting Principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB). Based on the foregoing criteria, no potential component units were found.

### **NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies of the District conform to GAAP as applicable to governments in accordance with those promulgated by GASB. The following is a summary of the more significant policies:

#### ***Government-wide and Fund Financial Statements***

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all the non-fiduciary activities of the primary government.



## **Avenir Community Development District Notes to Financial Statements**

### **NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Governmental activities, which normally are supported by assessments, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The business-type activities are reported separately in government-wide financial statements; however, at September 30, 2021, the District did not have any significant business-type activities. Therefore, no business-type activities are reported. Assessments and other items not properly included as program revenues (i.e., charges to customers or applicants who purchase, use, or directly benefit from goods or services) are reported as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

#### ***Measurement Focus, Basis of Accounting and Basis of Presentation***

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and other similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments along with operation and maintenance assessments, are non-ad valorem special assessments imposed on all lands located within the District and benefited by the District's activities. Assessments are levied and certified for collection by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. Operation and maintenance special assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District. Certain debt service assessments are collected upon the closing of those lots subject to short term debt and are used to prepay a portion of the bonds outstanding.

Landowner contributions, prepayment revenue and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

## Avenir Community Development District Notes to Financial Statements

### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The District reports the following major governmental funds:

General Fund – The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in other funds.

Debt Service Fund – The Debt Service Fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund – The Capital Projects Fund is used to account for the financial resources to be used in the acquisition or construction of major infrastructure within the District.

For the year ended September 30, 2021, the District does not report any proprietary funds.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed. When committed, assigned, or unassigned resources are available for use in the governmental fund financial statements, it is the government's policy to use committed resources first, followed by assigned resources, then unassigned resources as needed.

#### ***Cash, Deposits and Investments***

The District maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all the District's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40, *Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3)*.

The District is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others direct obligations of the U.S. Treasury; the Local Government Surplus Trust Funds as created by Section 218.405, Florida Statutes; SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency; and interest-bearing time deposits or savings accounts in authorized financial institutions.

## Avenir Community Development District Notes to Financial Statements

### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### ***Capital Assets***

Capital assets, which include primarily infrastructure assets (e.g., roads, sidewalks, water management systems and similar items), are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial/individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost and estimated historical cost if purchased or constructed. Donated assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the primary government will be depreciated using the straight-line method over the estimated useful lives. Estimated useful lives for financial reporting purposes are as follows:

<b>Asset</b>	<b>Years</b>
Infrastructure	30

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

#### ***Long-Term Obligations***

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line or effective interest method. Bonds payable are reported net of these premiums or discounts. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as current period expenses.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of the debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### ***Estimates***

The preparation of U.S. GAAP financial statements require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and changes therein, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

## Avenir Community Development District Notes to Financial Statements

### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### ***Deferred Outflows/Inflows of Resources***

In addition to assets, the Statement of Financial Position and Balance Sheet – Governmental Funds includes a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any of this type of item at September 30, 2021.

In addition to liabilities, the Statement of Financial Position and Balance Sheet – Governmental Funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District does not have any of this type of item at September 30, 2021.

#### ***Fund Equity***

Net position in the government-wide financial statements represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources and is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents assets related to infrastructure and property, plant and equipment, net of any related debt. Restricted net position represents the assets restricted by the District's bond covenants.

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable, restricted, committed, assigned, or unassigned. Nonspendable fund balance cannot be spent because of its form. Restricted fund balance has limitations imposed by creditors, grantors, or contributors or by enabling legislation or constitutional provisions. Committed fund balance is a limitation imposed by the District board through approval of resolutions. Assigned fund balance is a limitation imposed by a designee of the District board. Unassigned fund balance in the General Fund is the net resources in excess of what can be properly classified in one of the above four categories. Negative unassigned fund balance in other governmental funds represents excess expenditures incurred over the amounts restricted, committed, or assigned to those purposes.

#### ***Budgets***

The District is required to establish a budgetary system and an approved annual budget. Annual budgets are legally adopted on a basis consistent with GAAP for the General Fund. Any revision to the budget must be approved by the District Board. The budgets are compared to actual expenditures. In instances where budget appropriations and estimated revenues have been revised during the year, budget data presented in the financial statements represent final authorization amounts.

## Avenir Community Development District Notes to Financial Statements

### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- A. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- B. A public hearing is conducted to obtain comments.
- C. Prior to October 1, the budget is legally adopted by the District Board.
- D. All budget changes must be approved by the District Board.
- E. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

#### ***Subsequent events***

Management has evaluated subsequent events through the date that the financial statements were available to be issued, June 30, 2022, and determined there were no events that occurred that require disclosure. No subsequent events occurring after this date have been evaluated for inclusion in these financial statements.

### NOTE 3: INVESTMENTS

All investments held at September 30, 2021 consist of money market funds in which shares are owned in the fund rather than the underlying investments. In accordance with GASB 72, *Fair Value Measurement and Application*, there amounts are reported at amortized cost.

The following is a summary of the District's investments:

<i>September 30,</i>	2021	Credit Risk	Weighted Avg Maturities
Short-term Money Market Funds	\$ 84,037,454	S&P AAAM	29 days

*Custodial credit risk* - For an investment, custodial credit risk is the risk that the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. At September 30, 2021, none of the investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

*Concentration risk* – The District’s investment policy requires diversification, but does not specify limits on types of investments.

*Interest rate risk* – The District does not have a formal policy for addressing interest rate risk; however, investments are made with discretion, to seek reasonable returns, preserve capital, and in general, avoid speculative investments. The District manages its exposure to declines in fair values from interest rate changes by reviewing the portfolio on an ongoing basis for changes in effective yield amounts.

## Avenir Community Development District Notes to Financial Statements

### NOTE 4: CAPITAL ASSETS

The following is a summary of changes in the capital assets for the year ended September 30, 2021:

	Beginning Balance	Additions	Transfers and Conveyances	Ending Balance
<b>Governmental Activities:</b>				
<i>Capital assets not being depreciated</i>				
Land	\$ 18,475,487	\$ 36,653,346	\$ -	\$ 55,128,833
Infrastructure under construction	57,363,616	34,594,170	-	91,957,786
Governmental activities capital assets, net	\$ 75,839,103	\$ 71,247,516	\$ -	\$ 147,086,619

### NOTE 5: BONDS PAYABLE

In May 2018, the District issued \$66,210,000 of Series 2018 Special Assessment Bonds, consisting of series 2018-1 bonds, series 2018-2 tax-exempt bonds, series 2018-2 taxable bonds, and series 2018-3 bonds with interest rates of 5.50%, 5.85%, 7.0%, and 5.75%, respectively. The bonds were issued to finance the acquisition and construction of Assessment Area One and the Clubhouse. Interest is paid semiannually on each May 1 and November 1. Principal payments on the series 2018-1 and 2018-2 taxable bonds are made serially commencing on May 1, 2020 through May 1, 2049. Principal payments on the series 2018-2 tax-exempt and 2018-3 bonds are due in full on May 1, 2029.

In April 2019, the District issued \$15,700,000 of Series 2019 Special Assessment Bonds with an interest rate of 5.60%. The bonds were issued to finance the acquisition and construction of Assessment Area One Parcels A-6 through A-9. Interest is paid semiannually on each May 1 and November 1. Principal payments on the series 2019 bonds are made serially commencing on May 1, 2021 through May 1, 2050.

In December 2019, the District issued \$4,300,000 of Series 2019B Special Assessment Bonds and \$2,200,000 of Series 2019B Taxable Special Assessment Bonds with interest rates of 5.250% and 6.875%, respectively. The bonds were issued to finance the acquisition and construction of the Parcel A-4 Project. Interest is paid semiannually on each May 1 and November 1. Principal payments are due in full on May 1, 2029.

In July 2020, the District issued \$22,600,000 of Series 2020 Impact Fee Credit Revenue Bonds with an interest rate of 4.750%. The bonds were issued to finance the acquisition and construction of certain public infrastructure relating to certain offsite and on-site roadways. The District does not impose or collect any impact fees. Those fees are collected by the County and City and are remitted to the District as improvement fees. Interest is paid semiannually on each May 1 and November 1. Principal payments are due in full on November 1, 2050.

In November 2020, the District issued \$15,400,000 of Series 2020 Special Assessment Notes with an interest rate of 4.500%. The bonds were issued to finance the acquisition and construction of Assessment Area Two - Phase One Project. Principal and interest payments are due in full on November 1, 2021.

## Avenir Community Development District Notes to Financial Statements

### NOTE 5: BONDS PAYABLE (Continued)

In September 2021, the District issued \$95,770,000 of Series 2021 Special Assessment Bonds, consisting of series 2021A-1 bonds, series 2021A-2 bonds, and series 2021B bonds with interest rates of 2.25%-3.4%, 5.125%, and 5.125%, respectively. The bonds were issued to finance the acquisition and construction of infrastructure within the District. Interest is paid semiannually on each May 1 and November 1. Principal payments on the series 2021A-1 and 2021A-2 bonds are made serially commencing on May 1, 2023 through May 1, 2052. Principal on the series 2021B bonds is due in full on May 1, 2041.

The Bond Indentures have certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. The District is in compliance with the requirements of the Bond Indentures.

The Bond Indentures requires that the District maintain adequate funds in reserve accounts to meet the debt service reserve requirements as defined in the Indenture. The requirements have been met for the fiscal year ended September 30, 2021.

Long-term liability activity for the year ended September 30, 2021, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<i>Governmental Activities</i>					
Bonds Payable:					
Series 2018-1	\$ 30,460,000	\$ -	\$ (455,000)	\$ 30,005,000	\$ 460,000
Series 2018-2					
tax-exempt	1,335,000	-	(100,000)	1,235,000	-
Series 2018-2 taxable	5,225,000	-	(400,000)	4,825,000	-
Series 2018-3	11,415,000	-	(155,000)	11,260,000	165,000
Series 2019	15,700,000	-	(270,000)	15,430,000	220,000
Series 2019B					
tax-exempt	4,300,000	-	-	4,300,000	-
Series 2019B taxable	2,200,000	-	-	2,200,000	-
Series 2020IF	22,600,000	-	-	22,600,000	-
Series 2020BAN	-	15,400,000	-	15,400,000	15,400,000
Series 2021A-1	-	27,305,000	-	27,305,000	
Series 2021A-2	-	39,305,000	-	39,305,000	
Series 2021B	-	29,160,000	-	29,160,000	-
	\$ 93,235,000	\$ 111,170,000	\$ (1,380,000)	\$ 203,025,000	\$ 16,245,000



## Avenir Community Development District Notes to Financial Statements

### NOTE 5: BONDS PAYABLE (Continued)

A September 30, 2021, the scheduled debt service requirements on long-term debt were as follows:

<i>Year Ending September 30,</i>	Principal	Interest	Total Debt Service
2022	\$ 16,245,000	\$ 8,515,526	\$ 24,760,526
2023	2,035,000	9,583,374	11,618,374
2024	2,135,000	9,506,590	11,641,590
2025	2,235,000	9,424,862	11,659,862
2026	2,340,000	9,338,183	11,678,183
2027 - 2031	26,060,000	42,091,997	68,151,997
2032 - 2036	17,160,000	35,823,492	52,983,492
2037 - 2041	51,135,000	31,148,223	82,283,223
2042 - 2046	28,240,000	17,788,797	46,028,797
2047 - 2051	51,530,000	9,530,818	61,060,818
2052	3,910,000	176,066	4,086,066
	<b>\$ 203,025,000</b>	<b>\$ 182,927,928</b>	<b>\$ 385,952,928</b>

The balance of bonds payable at September 30, 2021 is summarized as follows:

<i>September 30,</i>	2021
Bond principal balance	\$ 203,025,000
Less unamortized bond discount	(4,431,533)
Net bonds payable	<b>\$ 198,593,467</b>

### NOTE 6: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District maintains commercial insurance coverage to mitigate the risk of loss. Coverage may not extend to all situations. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. Settled claims have not exceeded this commercial coverage in the previous three years.

## **Avenir Community Development District Notes to Financial Statements**

### **NOTE 7: MANAGEMENT COMPANY**

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

### **NOTE 8: LANDOWNER TRANSACTIONS**

A significant portion of the District's activity is dependent upon the continued involvement of the landowner/developer, Avenir Holdings, LLC, the loss of which could have a material adverse effect on the District's operations.

The landowner/developer has agreed to fund the operations of the District. For the year ended September 30, 2021, the landowner/developer contributed \$712,045 and \$9,224,362, respectively, to the General Fund to fund maintenance and operations and infrastructure construction. In addition, the landowner/developer contributed \$2,985,530 to the Debt Service Fund. At September 30, 2021, the landowner/developer owed the District \$1,932,569, which is recorded as Due from landowner on the accompanying Statement of Net Position and Balance Sheet – Governmental Funds.

During the fiscal year ended September 30, 2021, the District reimbursed the landowner/developer approximately \$5.8 million for infrastructure costs paid by the landowner/developer on behalf of the District.

### **NOTE 9: COMMITMENTS**

At September 30, 2021, the District had approximately \$20.3 million remaining on two open construction projects.

**Required Supplemental Information  
(Other Than MD&A)**

## Avenir Community Development District Budget to Actual Comparison Schedule – General Fund

*For the year ended September 30,*

**2021**

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget
<b>Revenue</b>				
Assessments	\$ 3,050,256	\$ 985,373	\$ 1,098,020	\$ (112,647)
Landowner contributions	-	10,926,652	9,936,407	(990,245)
Interest and other revenue	-	434	434	-
<b>Total revenue</b>	<b>3,050,256</b>	<b>11,912,459</b>	<b>11,034,861</b>	<b>(1,102,892)</b>
<b>Expenditures</b>				
General government	172,256	162,447	155,708	6,739
Maintenance and operations	2,878,000	1,571,587	1,533,828	37,759
Capital outlay	-	10,097,321	9,206,107	891,214
<b>Total expenditures</b>	<b>3,050,256</b>	<b>11,831,355</b>	<b>10,895,643</b>	<b>935,712</b>
Excess (deficit) of revenues over expenditures	\$ -	\$ 81,104	\$ 139,218	\$ (167,180)

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Supervisors  
Avenir Community Development District  
Palm Beach Gardens, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Avenir Community Development District (hereinafter referred to as the "District"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon June 30, 2022.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida  
June 30, 2022

## **MANAGEMENT LETTER**

To the Board of Supervisors  
Avenir Community Development District  
Palm Beach Gardens, Florida

### **Report on the Financial Statements**

We have audited the financial statements of the Avenir Community Development District ("District") as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated June 30, 2022.

### **Auditors' Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

### **Other Reporting Requirements**

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 30, 2022, should be considered in conjunction with this management letter.

### **Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual audit report.

### **Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.



## **Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

## **Specific Information**

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Avenir Community Development District reported:

- a. The total number of district employees compensated in the last pay period of the district's fiscal year as 0.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as 5.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$0.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$286,444.
- e. Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as: none noted.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as \$139,218.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Avenir Community Development District reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the District as \$2,548 to \$4,039 per lot.

b. The total amount of special assessment collected by or on behalf of the district as \$2,568,319.

c. The total amount of outstanding bonds issued by the district as \$203,025,000.

#### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

#### **Purpose of this Letter**

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida

June 30, 2022



Carr, Riggs & Ingram, LLC  
Certified Public Accountants  
500 Grand Boulevard  
Suite 210  
Miramar Beach, Florida 32550

(850) 837-3141  
(850) 654-4619 (fax)  
CRRlcpa.com

## INDEPENDENT ACCOUNTANTS' REPORT

To the Board of Supervisors  
Avenir Community Development District  
Palm Beach Gardens, Florida

We have examined Avenir Community Development District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2021. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and performed the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2021.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida  
June 30, 2022

**WORK AUTHORIZATION NO. 3**

For:



**AVENIR**

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

2501A Burns Road  
Palm Beach Gardens, FL 33410

And



**BALLBÉ & ASSOCIATES, INC.**

2737 Northeast 30<sup>th</sup> Place  
Fort Lauderdale, FL 33306  
(954) 491-7811

For:

**SPINE ROAD PHASE FOUR – ENGINEERING SERVICES**

Project Number 202021

July 18, 2022

**WORK ORDER NO. 3 BETWEEN CLIENT AND CONSULTANT**

<b>Client:</b>	Mrs. Virginia Cepero, Chairperson AVENIR COMMUNITY DEVELOPMENT DISTRICT 2501A Burns Road Palm Beach Gardens, FL 33410	<b>Date:</b>	July 18, 2022
<b>Project Name:</b>	<b>AVENIR SPINE ROAD PHASE FOUR</b>	<b>Project No:</b>	<b>202021</b>

Dear Virginia:

Pursuant to your request, **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 Statutes ("Client") the following Work Authorization for the engineering design, permitting, inspections, construction administration and final certification services for the above referenced project. This Work Authorization is submitted pursuant to the Agreement for District Engineering Services between the Consultant and the Client, dated February 8, 2017 (the "District Engineer Agreement"), which District Engineer Agreement is incorporated herein and made a part hereof.



Our scope of services includes the preparation of final roadway plans for the extension of Avenir Drive from Coconut Boulevard to Panther National Boulevard, in the City of Palm Beach Gardens, including the necessary permitting and construction administration services. A more detailed list of the initial scope of services, along with their respective cost, is included in Exhibit "A". Also, included is Exhibit "B", the Schedule of Hourly Rates and Other Charges for work not specified in the Scope of Services.

This Work Authorization and the attached Exhibits represents the entire understanding between Client and Consultant and may only be modified in writing signed by Client and Consultant.

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

**Acceptance and Authorization to Proceed:**

This Work Authorization and the attached Exhibits are hereby acknowledged and accepted, and we hereby grant authority to proceed. The undersigned is authorized to execute this Work Authorization on behalf of Client.

Consultant	BALLBÉ & ASSOCIATES, INC.	Client	AVENIR COMMUNITY DEVELOPMENT DISTRICT
Signed		Signed	
Name	Carlos J. Ballbe, P.E.	Name	Virginia Cepero
Title	President	Title	Chairperson
Date	July 18, 2022	Date	7/19/2022

Attachments:

Exhibit "A" Initial Scope of Services  
Exhibit "B" Schedule of Hourly Rates and Other Charges



**EXHIBIT "A"**

**INITIAL SCOPE OF SERVICES**

The following is a further description of the basic engineering services and related matters 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 "B".

A.	<b>FINAL DESIGN AND PERMITTING PHASE</b>	
1.	<u>WATER DISTRIBUTION SYSTEM</u> Update the Avenir master hydraulic study for the parcels's water demand and prepare construction drawings for the proposed water main stubs to service the adjacent parcels, including profile plans as required by Seacoast Utility Authority ("SUA").	\$15,000.00
2.	<u>SEWAGE COLLECTION SYSTEM</u> Prepare construction drawings for the proposed gravity sewage collection system to be connected to the existing stub located on Avenir Drive by Lift Station #1.  Prepare sewage collection system profiles as required by "SUA".	\$20,000.00
3.	<u>SEWAGE TRANSMISSION SYSTEM</u> Update the Avenir master hydraulic study for the parcels's wastewater demand and prepare construction drawings for the proposed sewage transmission system (force main) for the proposed stubs to the adjacent parcels, including profile plans as required by SUA.	\$15,000.00
4.	<u>DRAINAGE SYSTEM</u> Prepare water management report and provide the necessary information to meet the SFWMD requirements for obtaining an Environmental Resources Permit modification for the following water management runoff requirements: <ul style="list-style-type: none"> <li>• Water quality pre-treatment</li> <li>• Water quantity attenuation and discharge</li> </ul> Prepare pipe sizing hydraulic analysis and prepare construction drawings for the proposed drainage system and required lake interconnects to the master drainage system. Plans will include the necessary drainage	



	structure details, pipe sizes, elevations, and specifications.	
	Coordinate with environmental consultant the submittal of the required wetland mitigation information.	\$35,000.00
5.	<p><u>ROADWAY PLANS</u></p> <p>Prepare construction drawings for the proposed arterial road consisting of a four lane divided highway (80' right-of-way) with an approximate length of <b>1.31 miles</b>. Plans shall include the following items:</p> <ul style="list-style-type: none"> <li>• Key Sheet</li> <li>• General Notes</li> <li>• Typical Sections</li> <li>• Master water plan</li> <li>• Master sewer plan</li> <li>• Master drainage plan</li> <li>• Plan and Profile</li> <li>• Drainage Details</li> <li>• Miscellaneous Details</li> </ul>	\$125,000.00
6.	<p><u>PAVEMENT MARKINGS AND SIGNAGE</u></p> <p>Prepare construction drawings for the roadway pavement marking and signage, including the markings and signage for the School Zone.</p>	\$15,000.00
7.	<p><u>DEWATERING PLANS AND CALCULATIONS</u></p> <p>Prepare utilities dewatering plans and calculations as required to obtain a dewatering permit from SFWMD.</p> <p><u>SUBMITTALS &amp; PERMITTING</u></p> <p>Prepare plans, applications, exhibits and submit to the following permitting agencies for the purposes of obtaining the necessary approvals to construct the proposed infrastructure improvements:</p> <ul style="list-style-type: none"> <li>• Seacoast Utilities Authority</li> <li>• Palm Beach County Utilities</li> <li>• City of West Palm Beach</li> <li>• Palm Beach County Health Department</li> <li>• City of Palm Beach Gardens</li> <li>• South Florida Water Management District</li> </ul>	Included
8.	<p><u>SUA DEVELOPER AGREEMENT FOR WATER AND SEWER</u></p> <p>Prepare application and exhibits required to process a Developer Agreement with SUA. Attend meetings with SUA staff if required. Assist Client with the execution of the agreement.</p>	\$20,000.00
		Included

9.	<u>MEETINGS</u> Attend virtual and in person meetings as required to obtain plan approval.	Included
10.	<u>BIDDING AND NEGOTIATION</u> 1. Prepare bid packages for the proposed improvements, including Autocad files to facilitate bid preparation. 2. Submit packages to Bidders. 3. Reply to Bidder's comments. 4. Provide Client assistance in evaluating contractor proposals, as required.	\$5,000.00
	<b><u>TOTAL FINAL DESIGN AND PERMITTING PHASE =</u></b>	<b><u>\$250,000.00</u></b>

<b>B.</b>	<b>PRECONSTRUCTION DESIGN AND PERMITTING PHASE</b>	
1.	<u>UTILITY COORDINATION AND SEACOAST UTILITIES PRECONSTRUCTION MEETING REQUIREMENTS</u>  Coordinate dry utility installation and road crossings with Client. Pursuant to Seacoast Utility Authority requirements prior to scheduling a pre-construction meeting, Consultant to provide the following services:  a) Prepare road crossing plans as required by SUA. b) Revise water and sewer plans to add road crossings with conflict information. c) Submit revised water and sewer plans and road crossings plans to SUA for review and approval. d) Submit materials list signed by Contractor and Consultant. e) Review and submit shop drawings. f) Schedule preconstruction meeting.	\$20,000.00
2.	<u>FINAL COST ESTIMATES &amp; BONDS</u> a) Prepare final construction cost estimates for the installation of the water, sewer, paving and drainage as required by PBG for bonding and permit fee determination.	\$2,500.00
	<u>SITE INFRASTRUCTURE PERMIT</u> The following services are required to secure the site infrastructure permit:	

1. Prepare application and submit to Client and Contractor. 2. Prepare plans and submit to PBG along with applications. 3. Address permit comments and follow up with City, Client, Contractor on items required for permit.	\$2,500.00
<u>CONSTRUCTION SITE SECURITY PLAN &amp; PERMIT (NOT REQUIRED)</u>	
<u>STREET LIGHT PERMIT (NOT INCLUDED)</u>	
<b><u>TOTAL PRECONSTRUCTION DESIGN AND PERMITTING PHASE =</u></b>	<b><u>\$25,000.00</u></b>

<b>C.</b>	<b>PLAN REVISIONS PHASE</b>	
	<p>Revised Roadway Plans to add turn lanes and shift entrances to the following parcels:</p> <ul style="list-style-type: none"> <li>• Parcel A-15</li> <li>• Clubhouse</li> <li>• Parcel A-20</li> <li>• Parcel A-21</li> </ul>	\$20,000.00
	<p>Revised Dry Utility Plans to add turn lanes and shift entrances to the following parcels:</p> <ul style="list-style-type: none"> <li>• Parcel A-15</li> <li>• Clubhouse</li> <li>• Parcel A-20</li> <li>• Parcel A-21</li> </ul>	\$5,000.00
	<p>Submit revised Roadway Plans and Dry Utility Plans to the following agencies for review and approval:</p> <ul style="list-style-type: none"> <li>• City of Palm Beach Gardens</li> <li>• Seacoast Utility Authority</li> </ul>	\$5,000.00
	Coordinate plan revisions with Contractor and Surveyor.	Included
	<b><u>TOTAL PLAN REVISIONS PHASE =</u></b>	<b><u>\$30,000.00</u></b>

<b>D.</b>	<b>CONSTRUCTION INSPECTIONS AND CONTRACT ADMINISTRATION PHASE</b>
-----------	---



	<p>Following is a summary of the services to be provided:</p> <ol style="list-style-type: none"> <li>1. Review and approve shop drawings.</li> <li>2. Attend applicable pre-construction meeting.</li> <li>3. Conduct necessary periodic field inspections during the construction of the permitted improvements as required to comply with the minimum standards for certification of the project.</li> <li>4. Act as the owner's representative during the required inspections.</li> <li>5. Respond to contractors RAI.</li> <li>6. Attend meetings as required by Client, City/County, Architect and Contractor.</li> <li>7. Review and process payment requisitions if required.</li> <li>8. Attend Preliminary and Final inspections.</li> </ol> <p><b><u>TOTAL CONSTRUCTION INSPECTIONS AND CONTRACT ADMINISTRATION PHASE =</u></b></p>	<p><b><u>Hourly</u></b></p>
--	--	-----------------------------

E.	FINAL CERTIFICATION AND CONVEYANCE PHASE	
	<p>Following is a summary of the services to be provided on behalf of Client for the final certification and project conveyance:</p> <ol style="list-style-type: none"><li>1. Review and submit certified as-built drawings provided by the surveyor of record.</li><li>2. Prepare and process Final Engineer's Certifications for the permitted site improvements.</li><li>3. Submit Engineer's daily construction inspection reports.</li><li>4. Prepare final conveyance packages and submit to permitting agencies.</li><li>5. Process easement dedications: Client to provide sketch and legal descriptions and opinion of title.</li><li>6. Process bond reduction and bond release.</li></ol> <p><b><u>TOTAL PRECONSTRUCTION AND INSPECTION PHASE =</u></b></p>	<p><b><u>\$20,000.00</u></b></p>

	<b><u>TOTAL SCOPE OF SERVICES =</u></b>	<b><u>\$325,000.00</u></b>
--	---	----------------------------

The above listed tasks do not include the following items:

GEOTECHNICAL TESTING

Percolation test and soil testing (borings, subgrade and rock base testing).

BOUNDARY/TOPOGRAPHIC SURVEY

Client to provide Consultant with a survey containing topographic information and/or the as-builts for the paving and drainage system prior to commencement of work in Autcad format. (Alta Survey if available).

WETLAND CONSULTING

Jurisdictional wetlands determination or permitting services.

ENVIRONMENTAL RELATED SERVICES

Soil/water contamination services not included.

IRRIGATION PERMIT

TRAFFIC STUDIES

Preparation of traffic study to determine level of services and concurrency requirements.

OUT-OF-POCKET EXPENSES

Out-of-pocket expenses will be billed at their respective cost as per the attached Exhibit "B".

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.

**EXHIBIT "B"**

**SCHEDULE OF HOURLY RATES AND OTHER CHARGES**

Principal	Hour	\$225.00
Senior Professional Engineer	Hour	\$200.00
Professional Engineer	Hour	\$175.00
Senior Civil Engineer	Hour	\$150.00
Civil Engineer	Hour	\$125.00
Engineering Inspections/Contract Administration	Hour	\$150.00
Engineering Technician	Hour	\$100.00
Administrative Services	Hour	\$75.00
Deposition/Court Testimony	Hour	\$350.00
Out of Pocket Expense	Expense	Cost + 15%
Mileage	Mile	\$0.50
Black Line Prints (24"x36")	Each	\$1.75
Color Prints (24"x36")	Each	\$15.00
Photocopies (8.5"x11" Black & White)	Each	\$0.25
Photocopies (8.5"x11" Color)	Each	\$0.50
Photocopies (11"x17" Black & White)	Each	\$0.50
Photocopies (11"x17" Color)	Each	\$1.00
Finance Charge on Past Due	Account Balance	See Exhibit "C"





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

July 15, 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 12**

**NORTH LAKE BLVD.**

**(Intersection of Northlake Blvd and Coconut Blvd, design for existing conditions as of July 2022)**

Dear Mr. Manny Mato:

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

- 1- Redesign Northlake and Coconut Blvd for existing conditions as of July 2022 to secure access to Avnier Development north of Northlake Blvd. (\$48,615)

Based on a discussion with Palm Beach County, Traffic Division, the design of the intersection of Coconut Blvd and Northlake Blvd shall include the following lane configuration.

Eastbound: EBLT + 2 EB THRU + EBRT + 5' BIKELANE.

Westbound: Existing lane configuration to remain, 2 WBLT + 2 WB THRU + WBRT + 5' BIKELANE.

Northbound: Existing Lane configuration to remain, NBLT + Nb HOT RIGHT.

Southbound: SBLT + SBRT + SB THRU + 5' BIKELANE.

The work involved under includes:

- 1.1 Revise the cover sheet, drainage maps, typical sections, plan sheets, cross sections, signing and marking.
- 1.2 Design the drainage system serving this segment
- 1.3 Permitting from ITID, SFWMD and PBC Land Development.
- 1.4 Coordinate and Resolve conflicts with existing utilities.

- 2- Signal design at Coconut Blvd. (\$9,723)

Modify the signal design that was done for the revised phase I. the signal poles will be placed at the ultimate locations to serve the future widening for phase I plans.

Structural analyses for the minor modification will be set as an optional service in case its needed. (\$2,500)

- 3- Post Design services, based on 4 months (\$23,250)

- 1- Hold/attend preconstruction meeting with the contractor.
- 2- Answer RFI's
- 3- Review proposed bid items by the contractor.
- 4- Attend periodic field meeting.
- 5- Hold conference calls with owner, contractor and county as needed.
- 6- Review and approve shop drawings i.e. asphalt mixes, concrete mixes, limerock, drainage items, conduits etc.



- 7- Review and approve signals shop drawings
- 8- Review and approve monthly pay requests and schedule.
- 9- Coordinate with the contractor/county to attend field inspections.
- 10- Prepare inspection reports.
- 11- Review / approve as built provided by the contractor.
- 12- Final walk thru and punch list
- 13- Prepare and process final certification package with the County.

The total design fee for this supplemental agreement is \$84,088

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: Virginia Cepero

Name: Nour Shehadeh, PE

Name: Virginia Cepero

Title: Vice President

Title: Chair

Date: July 15, 2022

Date: 7/19/2022

July 21, 2022

Mr. Jason Pierman  
District Manager  
Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, FL 33410

**RE: Appraisal Report  
Avenir - Town Center Parcel CDD**

Dear Mr. Pierman:

The following is the requested proposal for our firm to perform Appraisal Services for the above referenced property. If this document is executed it will also serve as an engagement contract for the proposed scope of work.

These services will be performed in accordance with the following provisions:

<b>Client</b>	Special District Services, Inc.
<b>Intended Use</b>	Internal use and decision-making purposes
<b>Intended User(s)</b>	Special District Services, Inc.
<b>Scope of Assignment</b>	The scope of our engagement will include the applicable research and analysis required to estimate the current market value of the subject property at its highest and best use.
<b>Assignment Conditions</b>	Specific assignment conditions to be assumed by the appraiser per the client's request:  None
<b>Presentation of Findings</b>	Narrative Appraisal Report Electronic copy in PDF format. Hard copies upon request.
<b>Professional Fee</b>	The professional fee for this assignment will not exceed <b>\$3,900</b> for the referenced scope of work.
<b>Retainer</b>	None

<b>Responsibility for Fees</b>	If the balance of the payment is not made upon completion of the identified assignment, we will have the right to seek immediate enforcement of this agreement including the recovery of all costs and attorney fees associated with taking any legal action. Disputes arising out of this agreement will be governed by the laws of the state of Florida without regard to or application of choice of law rules or principles. The exclusive venue of any action or proceeding to enforce this agreement is Palm Beach County, Florida.
<b>Additional Services</b>	If additional work is required for additional research or analysis, hourly rates will be based at \$350 per hour for Senior Managing Directors (SMD), \$175 per hour for Senior Appraisers (SA), and at \$100 per hour for associate appraisers (AA). If court appearances, travel or meetings, are required, then additional time for pretrial preparation, preparation for depositions, depositions, trial consultation, court testimony or arbitration, will be charged at the same hourly rates noted above. If hourly billing is anticipated, a retainer equal to the proposed next billing cycle will be required. The initial retainer will be based on the estimated billing time. At the end of the assignment, unused portions of the retainer will be reimbursed.
<b>Delivery</b>	Work product will be delivered within 20 business days by: August 17, 2022 (final electronic report) Above dates assume execution of this engagement contract and receipt of the deposit, if required, within 3 business days of the preparation date of this agreement and receipt of requested subject property documentation within 7 days of the preparation date of this agreement. Requested items for each property are as follows:
<b>Requested Items</b>	Sufficient information provided
<b>Professional Standards Governing Assignment</b>	The analyses, opinions, and conclusions will be developed and presented in conformance with (and the use of this report is subject to) the requirements of: (1) the Uniform Standards of Professional Appraisal Practice, and (2) the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
<b>Assignment Not Contingent</b>	Our compensation will not be contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, the findings or any resulting report. Furthermore, the assignment will not be based on any requested value.

Once again, thank you for considering our firm for this assignment. Should you wish to proceed please execute your agreement to this engagement letter in the place indicated below, retain a copy for your records and return the duplicate original to us for our records, along with the deposit. We look forward to working with you.

Attached to and incorporated in this engagement letter are Valbridge Property Advisors | Palm Beach | Treasure Coast's Terms and Conditions of Agreement. These Terms and Conditions are a substantive part of our engagement and govern the work to be performed for you. The appraisal will be completed in a timely fashion.

Respectfully submitted,  
Valbridge Property Advisors | Palm Beach | Treasure Coast



**David W. Boyd, MAI**  
Senior Managing Director  
Florida State-Certified General Appraiser #RZ354  
[dboyd@valbridge.com](mailto:dboyd@valbridge.com)  
(561) 833-5331

**AGREED AND ACCEPTED**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS OF AGREEMENT

1. Acceptance of this agreement assumes that our client will provide all necessary information needed for the appraisal on a timely and truthful basis.
2. It is your responsibility to read the report and to inform the appraiser of any errors or omissions of which you are aware, prior to utilizing the report or making it available to any third party.
3. The fee quoted is based on our understanding of the assignment as outlined in the scope of work. Changes in scope will be billed at our normal hourly rates. The fee and estimated completion time are subject to change if the property is not as outlined in our proposal, or if issues come to light during the course of our investigation which, in our opinion, necessitates such change. If the client places an assignment "on hold," then reactivates the appraisal, an additional charge may apply due to the inefficiency created. If we are requested or required to provide testimony as a result of this appraisal, testimony and preparation time will be charged at our normal hourly rates.
4. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Boyd, Schmidt & Brannum. Neither Valbridge Property Advisors, Inc., nor any of its affiliates, has been engaged to provide this report. Valbridge Property Advisors, Inc., does not provide valuation services, and has taken no part in the preparation of this report.
5. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
6. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes. If Client is unwilling to waive confidentiality for this purpose, client must inform Valbridge Property Advisors | Palm Beach | Treasure Coast upon acceptance of this assignment.
7. This appraisal shall be used only for the function outlined in the attached letter, unless expressly authorized by Valbridge Property Advisors | Palm Beach | Treasure Coast. The format and value reported may or may not be valid for other purposes.
8. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Palm Beach | Treasure Coast will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client secure appropriate inspections from qualified experts if the presence of hazardous materials or contamination poses any concern.
9. Our standard payment policy is as follows: the balance is due upon presentation of the invoice; if payment is not made within 30 days of date due interest at the rate of 1.5% per month will be added to the principal from the due date to date payment is received, and you shall pay all expenses of collection, including court costs and attorney fees. If the client requests a draft, the fee is due upon delivery of the draft. Valbridge Property Advisors | Palm Beach | Treasure Coast shall be under no obligation to continue work on an assignment that is not paid current.
10. *The fee for this appraisal is not contingent upon the valuation of the property*, the funding of any loan or outcome of litigation. Any opinions we may have expressed about the outcome of your matter or case are expressions of our opinions only and do not constitute any guarantee about the outcome. Should the assignment be terminated prior to completion, you agree to pay for time and costs incurred prior to our receipt of written notice of cancellation.

**TERMS AND CONDITIONS OF AGREEMENT  
(CONTINUED)**

11. If this assignment includes a provision for work performed on an hourly billing basis, such work is subject to periodic adjustment to our then-current rates. Valbridge Property Advisors | Palm Beach | Treasure Coast shall provide 30 days' notice to client prior to any rate increase. If client chooses not to consent to the increased rates, client may terminate Valbridge Property Advisors | Palm Beach | Treasure Coast's services by written notice effective when received by Valbridge Property Advisors | Palm Beach | Treasure Coast.
12. If this assignment includes a provision for work on an hourly billing basis, client acknowledges that Valbridge Property Advisors | Palm Beach | Treasure Coast has made no promises about the total amount of fees to be incurred by client under this agreement.
13. You and Valbridge Property Advisors | Palm Beach | Treasure Coast both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration within Palm Beach County, Florida. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Palm Beach | Treasure Coast and the client cannot agree on the arbitrator, the presiding civil administrative judge in the 15<sup>th</sup> Judicial Circuit of Florida (Palm Beach County) for Mediation and Arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party entitled to do so, makes a claim against Valbridge Property Advisors | Palm Beach | Treasure Coast or any of its employees in connection with or in any way relating to this assignment, the maximum damages recoverable from Valbridge Property Advisors | Palm Beach | Treasure Coast or its employees shall be the amount of monies actually collected by Valbridge Property Advisors | Palm Beach | Treasure Coast for this assignment and under no circumstances shall any claim for consequential damages be made.
14. Valbridge Property Advisors | Palm Beach | Treasure Coast shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Palm Beach | Treasure Coast. "Client" shall not include partners, affiliates or relatives of the party named in the engagement letter. Client shall hold V Valbridge Property Advisors | Palm Beach | Treasure Coast and its employees harmless in the event of any lawsuit brought by any third party, lender, partner or part owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Palm Beach | Treasure Coast harmless from and against any liability, loss, cost or expense incurred or suffered by Valbridge Property Advisors | Palm Beach | Treasure Coast in such action, regardless of its outcome.
15. Distribution of this report is at the sole discretion of the client, and we will make no distribution without the specific direction of the client. However, in no event shall client give a third party a partial copy of the appraisal report.
16. This agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This agreement may be modified by subsequent agreement of the parties.



*Monthly Managers Report  
July 28, 2022*

*Date of Report: July 19, 2022*

*Submitted by: Richard Salvatore*

○ **Completed Tasks**

- The large blue Avenir cart has been provided by the District, which is now being utilized by the security contractor for evening security patrols and by management for daily grounds inspections.
- The split of Wi-Fi services to two sources, one for staff and a separate for guests, has been completed.
- Clubhouse phone system install has been completed. Phone numbers for each manager are attached.
- Quarterly inspection and maintenance of the two playgrounds have been completed.
- Installation of stainless-steel kick plates on all interior doors.
- Installation of shoe wash stations for the clay tennis courts.
- The Clubhouse handbook has been revised and submitted for review.
- New forms, processes, and means of accurate tracking have been created and implemented regarding any/all guests of the property, including resident's guests, realtors showing the clubhouse, vendors, and general inquiries.

○ **Ongoing Tasks**

- Installation of access control system on the NE Gym double doors has begun. Awaiting material for final installation & programming by Definitive Electronics.
- An account is being established with an alternate pool supply company for potential long-term savings on pool chemicals, both liquid and dry.
- The process of obtaining quotes for proper preventative maintenance on all equipment (HVAC, Hot water heaters, gym equipment) has begun in preparation for the warranty periods expiring.
- The transition from access fobs to ID cards w/ member pictures, for proper identification, is underway. About 60% of distributed fobs have been returned and transitioned.
- The fabrication of (100) "no trespassing" is still ongoing. Installation around the CDD ponds is being completed as they are completed.
- Quotes are being obtained from the surrounding, similar, properties for consideration for fee structure revisions of rental prices.
- Options for accepting credit card payments are being considered, with the intent to implement soon.





- Quotes are being obtained for a one-time exterior window cleaning to remove all construction-related debris (silicones, glues, sealants, stains) to enhance clubhouse aesthetics.
  - Proposals are being considered for a towing vendor to enforce the “No overnight parking” policies.
- ***Future Items***
- Two smaller dead trees near the pool bathroom entrance are set to be pulled and each will be replaced by a “Bird of paradise”.
  - The Japanese Fern tree on the pool deck is growing out horizontally and beginning to obstruct the walkway, as well as dropping leaves that stain the deck. This tree is set to be pulled and replaced by a “bird of paradise”.
  - Supplies are delayed for the final installation of the access control system on the NE gym doors for after-hours access via Definitive Electronics.
  - 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.
  - Installation of a Landscaping access gate on the Northwest side of the pool deck from Coastal Screen & Rail – the original pool fence installer.
  - Possible installation of one security camera to cover the maintenance shed and tennis walkway which is currently not covered. Awaiting a quote from Definitive Electronics.
  - Replacement of all diseased & dead palms on the pool deck and in front of the clubhouse.



## *Lifestyle Directors Report*

*Date Submitted: 7/19/2022*

*Submitted by: Gina Todd Sanchez*

### **Completed Events:**

- **National Donut Day Celebration – June 3, 2022**

Sprinkles, Sweets, a Sugary Treat!!!!

The rain did not stop our Avenir Residents from joining us in celebration of National Donut Day. Residents and guests were treated to Jupiter Donuts and Coffee and, for the afternoon treat, Donut Shaped Cookies from “Crumbly” and milk. What a great treat to start off the weekend.



- **Pops for POP – June 19, 2022**

What better way to celebrate Father's Day than with complimentary artisan popsicles from Pop Shack 561? A delicious cool treat for a hot summer day.



- **Stars, Stripes, and Sun Celebration – July 2, 2022**

A little rainstorm could not keep away the Avenir Residents from showing off their stars and stripes. Even though the skies were gray, good times and plenty of smiles were still had by all.



In keeping up with the Americana tradition, residents had the opportunity to test their skills and/or challenge a neighbor or two on old-fashioned games such as cornhole, ladder ball, washers, table pong, checkers, and Jenga. In addition, water sticks and an in-pool basketball hoop were also available to use at their leisure.





For additional entertainment, Face Art by Daisy dazzled the little residents with waterproof glitter tattoos while Digital VibeZ kept the music jumping. TMI and PCI Concessions were onsite to feed those rumbling tummies and quench those thirsts.



The décor for the event was traditional stars and stripes themed with the playfulness of pinwheels to keep the area festive.



As a thank you to the residents for joining in our celebration, they were treated to take-home pie bites from Key Lime to Happiness. Flavors included lemon blueberry, smores, and good ole American Apple Pie. Yum!! Yum!!



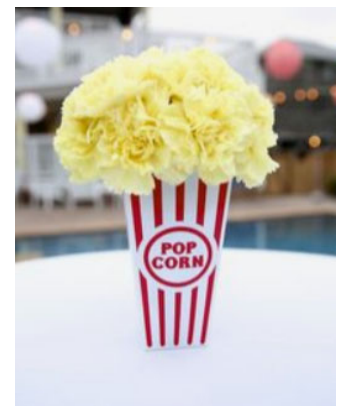
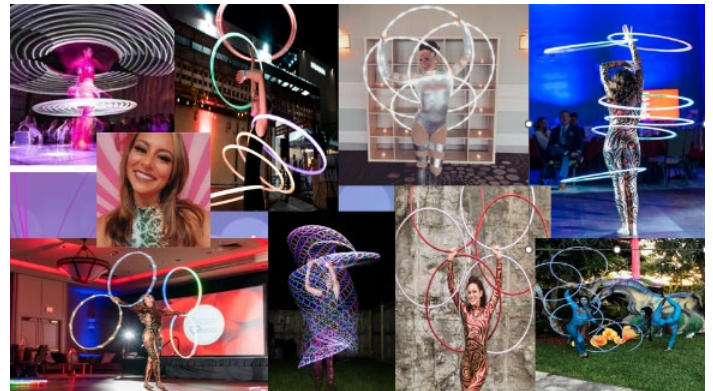
Lastly, Residents and their Guests were encouraged to RSVP and convert their existing FOB to the new photo access id cards in advance to our Stars, Stripes, and Sun Celebration. All residents who did so were given a special branded Avenir stadium soft shoulder cooler that also converts to a seat. Residents that received these coolers were ecstatic as they can use them poolside.





### Upcoming Events:

- **Come One, Come All...To Avenir's End of the Summer Carnival – August 2, 2022**  
Come One, Come All. Step Right Up and Have a Ball at Avenir's End of Summer Carnival. Residents and guests are invited to enjoy an evening of carnival games, and performers while munching on some circus eats. Should be the "Greatest Show at Avenir".





## ***Field Operations Manager Report***

*Date Submitted: 07\19\2022*

*Submitted by: Jorge Rodriguez*

### ***Completed Tasks:***

- The shoe cleaners by the entries of the Clay Tennis Courts have been installed completely.
- The stainless-steel sanitary napkin receptacles for the woman's bathrooms have been installed completely.
- The deck staining from the copper roof, at the east pavilion by the pool, has been cleaned and treated.
- The safety covers for the Crestron's control panels are completely installed.
- The safety covers for all thermostats have been installed.
- The AED Emergency Defibrillator for the Gym has been installed.
- Two warranty issues with gym equipment, one with an elliptical and one with a pulley system, were reported to KAST and repaired.
- All the outside recessed lighting covers have been removed and cleaned, removing all bugs and webs.

### ***Weekly Projects:***

- 6 Clay Tennis Courts are being raked and rolled 2x per week each.
- All 8 hard floor Tennis Courts are blown daily to clean debris.
- The entire Clubhouse, playgrounds, parking lots, and walkways are blown daily.
- Both playground surfaces are blown, and all surfaces are wiped down with a neutral cleaner daily.
- The spider webs around the Clubhouse are cleaned weekly.
- All fans and pavilions are cleaned weekly.
- All pools, the splash pad, spa, and fountains are maintained and balanced daily.
- All the equipment on both playgrounds has undergone monthly service including in-depth checks, tightening, and adjusting to ensure safe use.

### ***Current and Ongoing Projects:***

- We met with supervisors of CPM, Arizosa bros, the landscaping engineer, and Keith to find a resolution for all the issues with different trees that either are diseased or dead already.
- One soap dispenser unit in the men's locker bathroom faucet is still pending repair. The part has been ordered with the vendor and is currently on backorder.





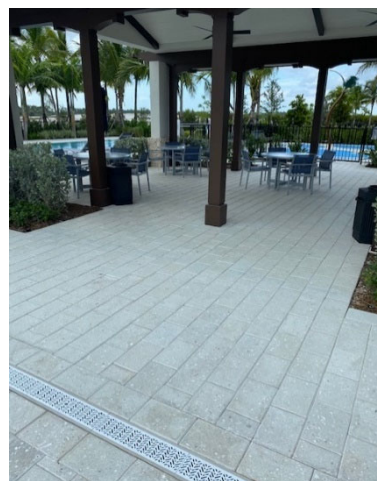
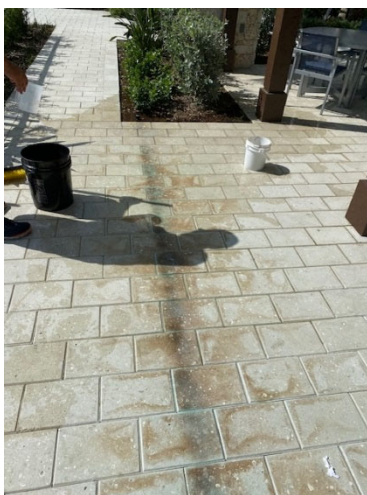
***Shoe cleaners:***



***Stainless steel sanitary napkin receptacle:***



***The stain from the copper roof:***



***The covers for Crestron's screens & Thermostats:***



***The AED Emergency Defibrillator for the Gym:***





7027 SW 87th Court, Miami FL 33173 | Phone: 305-246-3223 | Fax: 305-246-0481

Proposal - Clubhouse Plant Replacements

Date: July 12, 2022

To: Avenir Development

Project: Avenir Development

Key	Description	Spec	Qty	Unit Cost	Total Cost
	Veitchia Montgomeryana/Montgomery Palm	10' CT., Single	14	\$ 450.00	\$ 6,300.00
	Strelitzia nicolai/Giant Bird of Paradise	25 Gal., 5' Ht. Clump, Multi-trunk	2	\$ 250.00	\$ 500.00
					<u>\$ 6,800.00</u>

Notes...

\_\_\_\_\_  
Arazoza Bros., Corp. (Signature)

\_\_\_\_\_  
(print name & title)

\_\_\_\_\_  
Approved by (signature)

\_\_\_\_\_  
(print name & title)

\_\_\_\_\_  
07/12/22  
Date

\_\_\_\_\_  
07/12/22  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 Vesta Property Services	Customer Phone		Date	Proposal #
	(561) 630-4922 Jason		6/15/2022	39698
	TB	CPM Rep	RE:	
	dm	KS	See Below	

Description	Quantity	Cost	Proposal Total
<p>* THIS PROPOSAL IS FOR THE CLUBHOUSE AND IS FOR THE INITIAL INSTALL TO COVER EXISTING MULCH INSTALLED AT AN AVERAGE APPROXIMATE DEPTH OF 1" - THIS PROPOSAL DOES NOT INCLUDE THE INSIDE FENCE AROUND THE POOLS SUBSEQUENT SEMI-ANNUAL TOUCH-UP WILL REQUIRE LESS YARDAGE *</p> <p>** OCCASIONAL REMOVAL AND RENEWAL WILL REQUIRE APPROXIMATELY TWICE AS MUCH YARDAGE - 600 CUBIC YARDS **</p> <p>Cubic Yards of Premium Brown Mulch</p> <p>*** WE WILL PROVIDE A SEPARATE PROPOSAL FOR BAG MULCH INSIDE THE FENCE AREA ***</p> <p>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.</p>	300	39.00	11,700.00

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.	<b>Proposal Total</b> \$11,700.00
--	-----------------------------------

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.



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 #
			3/2/2022	38570
	TB	CPM Rep	RE:	
	dm	KS	See Below	
Description	Quantity	Cost	Proposal Total	
* LOCATION OF SERVICE: MULCHING INSIDE THE FENCE AREA AT THE CLUBHOUSE *				
Bags of Premium 'Brown' Mulch	375	5.50	2,062.50	
** OCCASIONAL REMOVAL & RENEWAL WILL REQUIRE APPROXIMATELY TWICE AS MANY BAGS **				
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.			<b>Proposal Total</b> \$2,062.50	

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 CDD c/o Vesta Property Services 12255 Avenir Drive Palm Beach Gardens, FL 33412 Attn: Richard Salvatore	Customer Phone		Date	Proposal #
	(561) 630-4922 Jason		6/15/2022	39699
	TB	CPM Rep	RE:	
	dm	KS	See Below	

Description	Quantity	Cost	Proposal Total
* THIS PROPOSAL IS FOR THE COMMON AREA CLUBHOUSE, TRAFFIC CIRCLE CENTER ISLAND, TREE RINGS & TRIANGLE MEDIANS - INSTALLED AT APPROXIMATE DEPTH OF 1" *			
Cubic Yards of Premium Brown Mulch	85	39.00	3,315.00
** OCCASIONAL REMOVAL & RENEWAL WILL REQUIRE APPROXIMATELY TWICE AS MUCH YARDAGE **			
*** NO REMOVAL SCHEDULED DURING THIS MULCHING ***			
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.	<b>Proposal Total</b>	<b>\$3,315.00</b>
--	-----------------------	-------------------

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.







# PEST CONTROL SERVICE AGREEMENT



Customer Number \_\_\_\_\_

**Residential and Commercial**

1202 Poinsettia Drive • Delray Beach, FL 33444 • Ph 561-483-4333 • Fx: 561-620-2604 • www.hometownpest.com

Avenir CDD

ACCOUNT NAME	LAST	FIRST	BILLING NAME		
12255 Avenir Drive					
SERVICE ADDRESS	STREET		BILLING ADDRESS		STREET
Palm Beach Gardens	FL	33412			
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
561-664-5565					
SERVICE PHONE	HOME	OFFICE	BILLING PHONE		
Richard Salvatore					
CONTACT PERSON	PHONE		ATTENTION		

START DATE

## SERVICE FREQUENCY

☒ Monthly ☐ Every other month ☐ Quarterly  
☐ Annually ☐ One time service

Initial Service Charge \$ 750.00  
Regular Service Charge \$ 750.00  
Total Contract Amount \$ 9,000.00  
Subject to Applicable Sales Tax \$ 9,000.00

## METHOD OF PAYMENT

☐ Year in Advance  
☐ To Technician at Time of Service

Customer Can Elect to Pay \$ \_\_\_\_\_ Monthly

or \$ \_\_\_\_\_ For One Year (12 Month Service).

## SPECIAL INSTRUCTIONS

Mosquito treatment for clubhouse and field in roundabout  
SEE ATTACHED GRAPH

## TERMS AND CONDITIONS

The customer agrees to make the premises available for service, and to accept such service for the year. Should premises not be available at time of scheduled service visit Hometown Pest Control will render an exterior treatment and bill you the regular amount. Hometown Pest Control will return and render an interior treatment upon request by customer within the same calendar month. This agreement may be transferred to a new homeowner/occupant. All accounts will be charged a \$25.00 fee for bounced checks.

**Service Guarantee:** We agree to apply materials to control above-named pests in accordance with terms and conditions of this Service Agreement. All labor and materials will be furnished to provide the most efficient pest control using maximum safety standards as required by federal, state and city regulations.

This agreement unless otherwise specified, does not cover against rodents, urban wildlife, fleas, ticks, bedbugs, german cockroaches, termites, any problems originating from vegetation outside the structure, attic or crawl space nor issues related to lack of sanitation. Hometown Pest Control shall notify the customer of any additional services needed, which may not be covered by this agreement.

**Service Renewal:** This agreement shall be for an initial period of one year, and will renew itself annually unless either party cancels this agreement by giving thirty days written notice before any expiration date. HPC reserves the right to increase price of services on anniversary date.

The undersigned represents and warrants that he or she is the authorized agent for the owner of the property located at the service address and has full power and authority to enter into this contract is binding on the owner. Attorney's fees, costs and interest shall be due to the prevailing party in any action for collection of fees and costs due hereunder. Interest will be charged at the rate of 1 % per month up to the date of collection. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Hometown Pest Control

Accepted By

Todd Batchelder

5/19/2022

Hometown Signature

Date

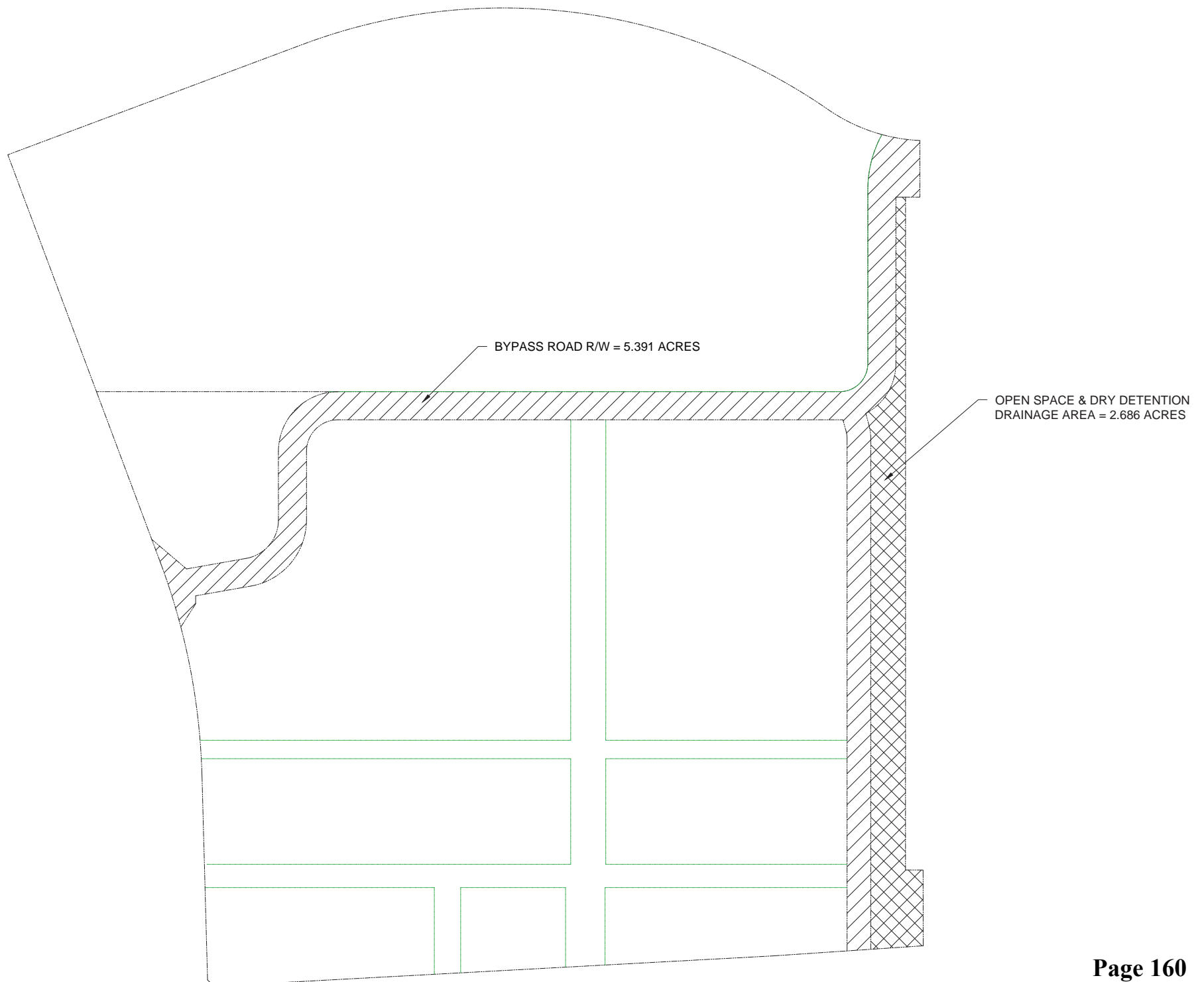
Customer Signature

Date

Todd Batchelder

Print Name

Print Name







2:49 PM