AVENIR
COMMUNITY DEVELOPMENT DISTRICT

CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
& PUBLIC HEARING
OCTOBER 27, 2022
12:30 P.M.

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

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

AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, Florida 33410
Call-in #: 877-402-9753; 4411919
REGULAR BOARD MEETING & PUBLIC HEARING
October 27, 2022
12:20 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. August 25, 2022 Regular Board Meeting & Public Hearing……...Page 2

G. Public Hearing

1. Proof of Publication…….Page 7
2. Receive Public Comments on Proposed Rules
3. Consider Resolution No. 2022-09 – Adopting Rules on Towing and Parking……....Page 9
4. Consider Resolution No. 2022-10 – Adopting Rules Prohibiting Irrigation from Lakes……....Page 13
5. Consider Resolution No. 2022-11 – Adopting an Amended Amenities Rules Handbook……..Page 19

H. Public Hearing

1. Proof of Publication…….Page 22
2. Receive Public Comments on Amended Club Rates
3. Consider Resolution No. 2022-12 – Adopting Amended Club Rates…….Page 24

I. Old Business

J. New Business

1. Consider Approval of Plat – Panther National at Avenir Pod 12……Page 27
2. Consider Approval of Plat – Avenir Pod 15……Page 36
3. Consider Approval of Work Authorization No. 4 for Spine Rd. Ph 6 – Engineering Services...Page 53
4. Consider Approval of Work Authorization No. 5 for Spine Rd. Ph 6 – Engineering Services...Page 64
5. Consider Approval of SUA Developer's Agreements – Spine Road Phases 5 & 6…….Page 75
6. Consider Approval of Fourth Amendment to the Fifth Supplemental Engineer's Report……..Page 132
7. Consider Approval of H&J Change Orders 8, 9, and 10..…..……..Page 188
8. Consider Approval of Centerline Change Order 3……..Page 211
9. Discussion Regarding Buffer Wall Easement Encroachments
10. Discussion Regarding Landscaping Agreement

K. Clubhouse

1. Clubhouse Management Update……..Page 215
2. Consider Approval of Proposal for Clubhouse Landscaping…….....Page 228
3. Consider Ratification of Avenir Electric Cart Purchase…….....Page 235
4. Consider Approval of South Florida Select Homes Agreement – Sidewalk Installation
5. Consider Approval of South Florida Select Homes Agreement – Shed Installation

L. Administrative Matters

M. Board Member Comments

N. Adjourn

Miscellaneous Notices

Published in Palm Beach Daily Business Review on October 17, 2022

Location

Palm Beach County,

Notice Text

AVENIR COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
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 12:30 p.m. on the following dates:
October 27, 2022
November 14, 2022
December 15, 2022
January 26, 2023
February 23, 2023
March 23, 2023
April 27, 2023
May 25, 2023
June 22, 2023
July 27, 2023
August 24, 2023
September 28, 2023
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
10/17 22-24/0000625671P

AVENIR COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
AUGUST 25, 2022

A. CALL TO ORDER

The August 25, 2022, Regular Board Meeting of the Avenir Community Development District (the "District") was called to order at 2:06 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in *The Palm Beach 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 (via phone), Vice Chairman Roberto Horowitz and Supervisors Daniel Lopez and Rodolfo 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.; District Engineer Carlos Ballbe of Ballbe & Associates (via phone); and Clubhouse Reps Kyle Nelson and Sherry Ward.

Also present were Michael McElligott of Special District Services, Inc.; Louis Palermo of Superior Waterway Services; Chris Moody of Pulte; Gregg Brant, a Watermark resident and Jonathan Stern of Landstar.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Pierman noted that a plat for Panther National and Letter from Ranger Construction would be added under New Business.

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. July 28, 2022, Regular Board Meeting

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

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

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

G. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented which indicated that notice of the Public Hearing had been published in *The Palm Beach Daily Business Review* on August 5, 2022, and August 12, 2022, as legally required.

2. Receive Public Comment on Fiscal Year 2022/2023 Final Budget

Mr. Pierman opened the Public Hearing and noted that there were two budgets in the meeting book: Option 1 is what the Board discussed during the proposed budget meeting, and Option 2, which includes changes made by Ms. Cepero following the meeting, which resulted in a reduction in assessments. Mr. Brant, a resident of the Watermark community, asked questions about the budget and how the assessments were allocated. Mr. Pierman explained that the assessments were already divided amongst the total number of units, so future sales will not impact resident rates.

3. Consider Resolution No. 2022-07 – Adopting a Fiscal Year 2022/2023 Final Budget

Resolution No. 2022-07 was presented, entitled:

RESOLUTION NO. 2022-07

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2022/2023 BUDGET.

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and passed unanimously adopting Resolution No. 2022-07, as presented.

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

H. OLD BUSINESS

1. Consider Fish Stocking Proposals & Mosquito Control

Mr. Pierman introduced Mr. Louis Palermo, with Superior Waterway Services, and asked him to explain the benefits of stocking lakes with fish. Mr. Palermo explained that native fish help keep the lakes healthy. He noted that they could initially limit the fish to ones that feed on bugs in the water, but that a balance of fish was needed in order to keep the ecosystem healthy. Mr. Stern asked why the different proposals recommended such a varied number of fish, to which Mr. Palermo explained that they take numbers from Clemson fish rate recommendations. He further noted that they do not want to understock, due to the large body of water. Mr. Pierman presented Clark's proposal, which included spraying to supplement the fish, and further discussed the benefits of adding fish to the lakes. Following discussion, there was a consensus of the Board to add the mosquito-eating minnows now, and then add more fish next year.

A **motion** was made by Mr. Lopez, seconded by Mr. Stern and unanimously passed accepting the Superior Waterway Services' proposal to add minnows at the cost of $28,250, as presented.

2. Consider Proposal for Mulching Spine Road Phase 1, Northlake Boulevard Parkway & Spine Road Phase 2

Mr. Pierman reminded the Board that at the last meeting, he was awaiting a second proposal from CPM for mulching. Having received that proposal, it was determined that Arazoza's proposal was more cost effective.

A **motion** was made by Mr. Lopez, seconded by Mr. Stern and unanimously passed accepting Arazoza's proposal and directing them to wait until November to install the mulch.

3. Consider Updated Holiday Lighting/Decorations Proposal

Mr. Pierman explained that, at the last meeting, the Board had approved a proposal from Randy's Holiday Lighting. However, after the meeting, Ms. Cepero indicated that another proposal had been received that they would like to review.

A **motion** was made by Mr. Lopez, seconded by Mr. Stern and unanimously passed rescinding the previous **motion**.

Mr. Pierman distributed an updated proposal from Light 'Er Up in the amount of $15,000.

A **motion** was made by Mr. Lopez, seconded by Mr. Stern and unanimously passed accepting the proposal from Light 'Er Up in the amount of $15,000 and directing staff to create an agreement for the Chair to execute.

I. NEW BUSINESS

1. Consider Resolution No. 2022-08 – Adopting a Fiscal Year 2022/2023 Meeting Schedule

Resolution No. 2022-08 was presented, entitled:

RESOLUTION NO. 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2022/2023 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Pierman noted that the November and December meeting dates had been moved up due to the holidays. Following discussion, the Board consensus was to move the meetings to 12:30 p.m. for the new fiscal year.

A **motion** was made by Mr. Lopez, seconded by Mr. Stern and passed unanimously adopting Resolution No. 2022-08, amended to reflect the above change.

2. Consider Ratification of FPL LED Lighting Agreements for Coconut Boulevard

A **motion** was made by Mr. Stern, seconded by Mr. Lopez and passed unanimously ratifying the FPL LED Lighting Agreements for Coconut Boulevard Spine Road Phase 2.

3. Consider Centerline Change Order No. 3 – Spine Road Phase 4

Mr. Ballbe presented Centerline Change Order No. 3 for the Spine Road Phase 4 in the amount of $400,914.74, explaining that it was for the installation of conduit across the road. He noted that the utility company did not have the plans ready at the time of the contract.

A **motion** was made by Mr. Lopez, seconded by Mr. Stern and passed unanimously approving Centerline Change Order No. 3 in the amount of $400,914.74 for the installation of conduit across the road, as presented.

4. Consider Authorization to Advertise Public Hearing for Residential Irrigation Rule

Mr. Pierman explained that there were currently no rules prohibiting residents from drawing water from the District's lakes, so a rule needed to be created. Mr. Ballbe noted that only HOAs should be allowed to draw water for common area irrigation. Mr. Pierman explained that the District would go through the rulemaking process and would advertise for a public hearing in October.

No vote was required regarding this matter.

5. Consider Authorization to Advertise Public Hearing for Clubhouse Towing Rule

Mr. Pierman explained that this rule would also be consider in October.

No vote was required regarding this matter.

6. Consider Panther National Plat 14

Mr. Ballbe explained that this was for the first subdivision for Panther National, which would consist of ½ and 1 acre lots. He noted that he had reviewed and confirmed that the plat was consistent with the engineer's report. Mr. Pawelczyk noted that he would double check the legal.

A **motion** was made by Mr. Lopez, seconded by Mr. Stern and unanimously passed authorizing Ms. Cepero to execute the plat, subject to staff review.

J. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore presented his clubhouse management update, noting that the fitness center access had been completed and was ready for the sidewalk to be installed; the diseased trees around the clubhouse have been replaced and mulch was installed; the carnival event went well; and a lighting issue at the tennis courts had been fixed, reducing the electric bill. He also presented the proposed fee schedule, including an option giving non-patrons the ability to rent rooms at a higher rate. Mr. Pierman noted that the annual non-resident fee that is currently $2,500 could be increased with this set of fees. Following discussion, the Board agreed to increase the annual non-resident fee to $3,000, beginning in October. Mr. Pierman noted that a public hearing would be scheduled for the October meeting to set the fees.

2. Discussion Regarding Clubhouse Holiday Hours

Mr. Salvatore presented the proposed holiday hours, to which the Board agreed.

Mr. Salvatore suggested that, due to feedback from residents, the guest policy be changed to allow patrons to bring up to 4 guests per household. He also presented an option to bring in a fitness trainer to conduct classes. Following discussion, the Board recommended that a fee be charged for classes, or for an additional annual fee to be created that would allow access to the classes.

K. ADMINISTRATIVE MATTERS

Mr. Pierman noted that he had received a letter from Ranger Construction informing the District that, due to delays in starting the project, their fees would likely increase for the Northlake Boulevard/Coconut Boulevard intersection project. Mr. Ballbe explained that the delay was due to permitting.

L. BOARD MEMBER COMMENTS

Mr. Brant asked when the fitness center sidewalk would be installed. Mr. Ballbe explained that they were awaiting plans to be submitted for permitting, but that the project was underway. Mr. Brant also asked if alert lighting could be installed at crosswalks. The Board stated that they would look into it.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Stern, seconded by Mr. Lopez and passed unanimously adjourning the Regular Board Meeting at 3:32 p.m.

ATTESTED BY:

_____	_____
Secretary/Assistant Secretary	Chairperson/Vice-Chair

Miscellaneous Notices

Published in Palm Beach Daily Business Review on September 28, 2022

Location

Palm Beach County,

Notice Text

NOTICE OF RULE
DEVELOPMENT BY
THE AVENIR COMMUNITY
DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes, the Avenir Community Development District ("District") hereby gives notice of its intention to enact the rules governing parking and the towing of vehicles from District property, prohibiting the withdrawal of water from District lakes for irrigation and other purposes, prohibiting encroachments on District property, including but not limited to, lake bank areas, and amending the current guest policy set forth in the Avenir CDD Amenity Rules Handbook.

The purpose of the proposed rules and regulations are to establish: (1) protocol pertaining to parking and the towing of vehicles from the Avenir Clubhouse and other recreational facilities of the District; (2) prohibitions regarding the withdrawal of water from District lakes and prohibiting encroachments within District lake banks and other District property; and (3) revisions to the Avenir CDD Amenity Rules Handbook, including guest policy and nomenclature.

The purpose and effect of the rules is to provide for efficient and effective District operations with respect to the Clubhouse, lakes, and other facilities of the District. The legal authority for the adoption of the proposed Amenities Rules Handbook includes Sections 190.011, 190.035, 120.54, and 120.81, Florida Statutes (2021).

A copy of the proposed rules may be obtained by contacting the District Manager, Special District Services, 2501 A Burns Road, Palm Beach Gardens, Florida 33410 or by calling (561) 630-4922 and/or toll free at 1-877-737-4922.

A public hearing on the adoption of the proposed rules will be conducted by the District's Board of Supervisors on October 27, 2022, at 12:30 p.m. at The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

Avenir Community Development District
Jason Pierman, District Manager
AVENIR COMMUNITY DEVELOPMENT DISTRICT
9/28 22-01/0000622033P

Miscellaneous Notices

Published in Palm Beach Daily Business Review on September 29, 2022

Location

Palm Beach County,

Notice Text

NOTICE OF RULEMAKING
REGARDING THE RULES
OF THE AVENIR COMMUNITY
DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, the Avenir Community Development District (the "District") hereby gives the public notice of its intent to adopt and conduct a public hearing on the District's proposed rules and rule amendments. The purpose and effect of the proposed rules is to (1) provide for efficient and effective District operations with respect to the protocol pertaining to parking and the towing of vehicles from the Clubhouse and other recreational facilities of the District; (2) prohibit the withdrawal of water from District lakes for irrigation and other purposes and prohibit encroachments within District lake banks and other District property; and (3) implement revisions to the Avenir CDD Amenity Rules Handbook related to guest policies and nomenclature. Prior notice of rule development was published in the Palm Beach Daily Business Review on September 28, 2022. The public hearing will be conducted by the Board of Supervisors of the Avenir Community Development District on October 27, 2022, at 12:30 p.m. at The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410. The public hearing will provide an opportunity for the public to address and comment upon the rules set forth below. The proposed rules may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment.

Specific legal authority for adoption of the proposed rules and revisions to the Amenity Rules Handbook includes Sections 190.011, 190.035, 120.54, and 120.81, Florida Statutes (2021).

All interested persons may appear at the public hearing at the above-stated time and place. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twentyone (21) days after publication of this notice to the District Manager at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN AT LEAST THREE DAYS PRIOR TO ANY PROCEEDINGS, CONTACT DISTRICT MANAGER AT SPECIAL DISTRICT SERVICES, INC. AT (561) 630-4922 OR TOLL FREE AT 1-877-737-4922. IF YOU ARE HEARING OR SPEECH IMPAIRED, PLEASE CONTACT THE FLORIDA RELAY SERVICE AT 1-800-955-8770 FOR AID IN CONTACTING THE DISTRICT MANAGER'S OFFICE.

A copy of the proposed rules may be obtained by contacting the District Manager at 2501A Burns Road, Palm Beach Gardens, Florida 33410 or by calling (561) 630-4922 and/or toll free at 1-877-737-4922.

Pursuant to Section 286.0105, Florida Statutes, the District advises the public that: If a person decides to appeal any decision made by the District Board of Supervisors with respect to any matter considered at its meeting or hearing, such person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the District Board of Supervisors for the introduction of admission of evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

Avenir Community Development District
Jason Pierman, District Manager

RESOLUTION 2022-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ADOPTING RULES PERTAINING TO PARKING AND TOWING; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the Avenir Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Palm Beach Gardens, Palm Beach County, Florida; and

WHEREAS, the Board of Supervisors of Avenir Community Development District (the "Board") is authorized by Section 190.011(5) and 190.035(2) to adopt rules and orders pursuant to Chapter 120, Florida Statutes; and

WHEREAS, the Board has determined that it is necessary and in the best interests of those residing within and those who visit the District to adopt rules pertaining to parking and the towing of vehicles parked in contravention to such adopted rules.

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

Section 1. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Resolution.

Section 2. The District Parking and Towing Rules attached hereto as Exhibit A are hereby adopted.

Section 3. The District Manager shall include the adopted Rules as part of the Official Records of Proceeding of the District, distribute the Rules as appropriate to affected parties, and post the Rules on the District's website.

Section 4. The District Manager is hereby directed to take all actions consistent with this Resolution.

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

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

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Avenir Community Development District, this **27th day of October, 2022**.

Attest:	**AVENIR COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Jason Pierman, Secretary	Virginia Cepero, Chairperson Board of Supervisors

Exhibit A

AVENIR COMMUNITY DEVELOPMENT DISTRICT

PARKING AND TOWING RULES

ADOPTED OCTOBER 27, 2022

1.0 **Title**.

These rules may be cited and referred to as the Avenir Community Development District Parking and Towing Rules. Any capitalized terms not otherwise defined herein shall have the definition attributed to that term as defined in the Avenir Community Development District Amenities Rules Handbook (the "Handbook").

2.0 **Parking and Towing Rules**.

Self-parking is permitted in Parking Areas identified and at those times designated by the District. Parking, standing, or stopping of any vehicles or trailers is strictly prohibited on all grassed areas of the District, within the roundabout on the Amenities (a/k/a "Clubhouse") parcel at the entrance to the facility, and along, over, or beyond curbed areas throughout Avenir Drive and Coconut Boulevard. "No Parking" signs shall be observed. Overnight parking in the Parking Areas is strictly prohibited. Overnight Parking is defined as the parking of a vehicle or trailer in a Parking Area at any time between the hours of 1:00 AM and 5:00 AM. Heavy trucks, commercial vehicles not performing services for the District or at the Clubhouse facility, and trailers, including, but not limited to, boat trailers, are prohibited from parking at any time in the Clubhouse Parking Area.

A vehicle of a District vendor performing services on behalf of the District or any person making delivery to the Clubhouse is permitted to park the subject vehicle in an area where parking is prohibited, provided such vehicle is parked for no more than three (3) hours and the parking of the vehicle in such location is necessary for the vendor to perform the services they are hired or contracted to perform.

Any vehicles or trailers parked in violation of this section are subject to being towed at the owner's expense without notice or warning pursuant to Section 715.07, Florida Statutes.

RESOLUTION NO. 2022-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT"), ADOPTING A DISTRICT RULE PROHIBITING THE WITHDRAWAL OF WATER FROM DISTRICT LAKES, PROHIBITING THE PLANTING, INSTALLATION, OR CONSTRUCTION OF ANY ENCROACHMENTS ON OR WITHIN ANY PORTION OF DISTRICT PROPERTY, INCLUDING BUT NOT LIMITED TO LAKE BANK AREAS, LAKE MAINTENANCE EASEMENTS, OR OTHER DISTRICT PROPERTY INTERESTS, AND PROVIDING FOR THE ENFORCEMENT OF SUCH RULES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Avenir Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida; and

WHEREAS, the District is the owner of and is responsible for the operation and maintenance of a stormwater management system, which includes, but is not limited to, multiple lakes, lake banks, and stormwater tracts, piping, control structures, and other appurtenant drainage facilities (the "Stormwater Facilities"); and

WHEREAS, the purpose of the Stormwater Facilities is to provide for drainage from the roadways and properties located within the District; and

WHEREAS, the District is or will be responsible for the maintenance of the multiple lakes, lake banks, and stormwater tracts that serve as integral facilities to the overall stormwater management plan of the District; and

WHEREAS, the District is governed by certain governmental permits and regulations limiting the withdrawal of water from the lakes for irrigation purposes; and

WHEREAS, the District Board has determined that it is in the best interests of the District, those owning property within the boundaries of the District, and the general public, to prohibit the withdrawal of water from the lakes for irrigation purposes by all persons and entities other than the District and property or neighborhood associations irrigating common property and having received express permission from the District to withdraw water; and

WHEREAS, the District Board of Supervisors desires to protect the integrity and aesthetics of the Stormwater Facilities and other lands of the District and finds it

necessary and proper to prohibit encroachments on or within any portion of District property, including, but not limited to, lake bank areas, lake maintenance areas, or other District property interests; and

WHEREAS, pursuant to Section 190.011, Florida Statutes, the District is authorized to adopt and modify rules and regulations of the District pursuant to the provisions of Chapter 120, Florida Statutes; and

WHEREAS, pursuant to the requirements of Chapter 120, Florida Statutes, the District advertised a public hearing for October 27, 2022, in order to hear and receive comments on the District rules that is the subject of this Resolution; and

WHEREAS, after a duly advertised public hearing, the District Board of Supervisors finds it to be in the best interests of the District, the integrity and maintenance of its Stormwater Facilities and the properties of the District, and the residents and property owners of the District to adopt the proposed rules attached to this Resolution as Exhibit A (the "Rules"); and

WHEREAS, it is further the intent of the District Board that the Rules shall be effective immediately.

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

Section 1. The foregoing recitals are hereby incorporated as the findings of fact of the District Board of Supervisors.

Section 2. The Rules attached to this Resolution as Exhibit A, are hereby adopted by the District.

Section 3. The District Manager shall include the adopted Rules as part of the Official Records of Proceeding of the District, distribute the Rules as appropriate to affected parties, and post the Rules on the District's website.

Section 4. The District Manager is hereby directed to take all actions consistent with this Resolution.

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

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

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Avenir Community Development District, this **27th day of October, 2022**.

Attest:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

_____
Jason Pierman, Secretary

_____
Virginia Cepero, Chairperson
Board of Supervisors

Exhibit A

AVENIR COMMUNITY DEVELOPMENT DISTRICT

STORMWATER FACILITIES RULES

ADOPTED October 27, 2022

1.0 **Title**.

These rules may be cited and referred to as the Avenir Community Development District Stormwater Facility Rules. Any capitalized terms not otherwise defined herein shall have the definition attributed to that term as defined in the Avenir Community Development District Amenities Rules Handbook (the "Handbook").

2.0 **Withdrawal of Water From District Lakes Prohibited: Exceptions.**

2.1 The withdrawal of water from any of the District-owned lakes for irrigation purposes or otherwise is expressly prohibited. Residents or Renters of real property within the District shall not install, operate, or maintain any irrigation pipes, irrigation pumps, floats, or ancillary irrigation improvements within the District lakes, lake banks, or lake maintenance easements for purposes of irrigating the landscaping at or lands of his or her privately-owned property. This prohibition is not applicable to the District or to a property owners or neighborhood association that has received express permission from the District to withdraw water from one or more District lakes for the purposes of irrigating District property or the common property of the association.

3.0 **Encroachments Prohibited**.

3.1 Encroachments onto, into, over, under, or within the District-owned lake, lake parcel, lake maintenance easement, or any other District-owned property are strictly prohibited. Prohibited encroachments, include, but are not limited to, trees, hedges, landscaping material other than sod, hardscape material, pavers, decks, fences, pools, pumps, pipes, and structures. Minor encroachments may be considered acceptable by the District Board on a case-by-case basis, provided such encroachments do not adversely impact or affect the integrity of the District facilities or property and do not restrict access to the District property. Notwithstanding, there will be no exception for any irrigation encroachments as described in Section 2.0 above.

3.2 The owner of the residential property immediately adjacent to the District property where the encroachment is located shall have thirty (30) days from the date of written notice from the District to remove the encroachment and restore the District-property to its condition prior to said encroachment. Notice shall be in writing and be hand-delivered or sent Certified U.S. Mail, Return Receipt Requested to the owner of the property in question at the address listed in the property appraiser's office. All costs or removal and disposal of the encroachment and restoration of the District property shall be the responsibility of the owner. Should such owner fail to remove the encroachment

from the District property within the time period set forth herein, the District may undertake to remove the encroachment at the cost and expense of the owner. Notwithstanding that which is set forth above, in the case of an emergency or threat to public safety, the encroachment may be removed immediately by the District at the cost of the owner.

4.0 **Enforcement**. The District Manager may at any time restrict or suspend the privileges of Residents and their Guests to use any or all of the Amenities until the particular violation of General District Rules ceases, any and all encroachments are removed, the District property is restored, and all pertinent costs and expenses incurred by the District in the enforcement of the General District Rules have been paid in full. Any person suspended by the District Manager pursuant to this section may appeal such suspension to the Board. Appeals must be in writing and shall be filed with the District Manager within thirty (30) days of the date of the suspension letter. The appeal will be scheduled to be heard at the next regularly scheduled public meeting of the Board. However, appeals filed within five (5) business days of the next regularly scheduled Board meeting will be heard at the Board meeting followed the next regularly scheduled Board meeting. During the meeting of the Board in which the appeal is to be heard, the person or persons suspended shall appear before the Board. The Board shall have the power to reduce, remove, or impose conditions related to the suspension, but not increase the length of the suspension.

RESOLUTION NO. 2022-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AMENDING CERTAIN PROVISIONS OF THE AMENITIES RULES HANDBOOK RELATED TO GUESTS AND GUEST PASSES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Avenir Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida; and

WHEREAS, the District is the owner of the recently completed Avenir Clubhouse and Recreational Amenities (the "Avenir Club"), located at 12255 Avenir Road, Palm Beach Gardens, Florida; and

WHEREAS, pursuant to Section 190.011, Florida Statutes, the District is authorized to adopt and modify rules, regulations, and rates pursuant to the provisions of Chapter 120, Florida Statutes, prescribing the conduct of the business of the District; and

WHEREAS, the District Board previously adopted the rules and regulations pertaining to the use of the Avenir Club and recreational amenities, as contained in the Avenir Community Development District Amenities Rules Handbook (the "Handbook"), approved and adopted pursuant to District Resolution 2022-01; and

WHEREAS, since the adoption of the Handbook, it has become apparent to the District Board that certain provisions related to guests and guest passes need to be modified to address current usage and the needs of the Patrons, as defined in the Handbook, utilizing the Avenir Club; and

WHEREAS, the District has complied with the provisions of Chapter 120, Section 190.011, and Section 190.035, and has conducted a public hearing to address the modifications and revisions to those certain provisions of the Handbook, as contemplated herein.

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

Section 1. The foregoing recitals are hereby incorporated as the findings of fact of the District Board of Supervisors.

Section 2. The Handbook is hereby amended to replace, in their entirety, the subsections entitled to "Guests" and "Houseguest Passes" within the section entitled "AMENITIES USAGE" with the following, section entitled "Guests":

> ***Guests***. All Guests must be accompanied by a Patron. Avenir Patrons may be accompanied by up to 4 Guests per household, per day, for pool usage. Total Guest space for the pool area (excluding private parties

that are pre-arranged in the pavilions) will be limited to 40 per day and may vary on holidays or during special events. Guest spaces for the pool area are available on a first come first serve basis and can be reserved online through Avenir.nabrnetwork.com. Guest attendance can be reserved up to 14 days in advance.

All Patrons are required to show their issued Avenir ID, and their Guest will be required to sign in, upon entry into Avenir Clubhouse, before using the amenities. All Guests will receive a wristband at check-in. Please be aware that if you have not reserved a Guest space for each Guest through the Guest registration system, and if no Guest spaces remain for the day, your Guest will not be permitted to use the amenities.

Unaccompanied Guests are not permitted to use the pool, gym, tennis courts, pickleball courts, playgrounds, or any other portion of the amenities at any time.

The permitted number of Guests for rental event space is subject to that area's capacity and is outlined in the rental policy. Separate reservation of Guest attendance, as outlined above, is not required for residents renting event space and their Guests.

Children under the age of thirteen (13) must be accompanied by an adult who is eighteen (18) or older, at all times. Children who are not acting in compliance with the Handbook, or who are not accompanied or supervised by a responsible adult, may be removed from the Amenities, and may result in a loss of Amenity access.

Additional Guest fees may apply for Guest participation in clubs, programs, or events that enable that level of participation on a limited and pre-approved basis.

Restricted hours for Guest use of certain facilities and programs may change and are subject to Board approved policies and operating procedures.

As the Patron population grows and demand for facility use increases, the Board reserves the right to revise this policy as the population of the community grows and may amend the Handbook pertaining to Guests as it sees fit to best accommodate the needs and interests of the community-at-large. This may include guest capacity, guest hours, and/or fees.

Section 3. The District Manager shall include the changes in Section 2 above in updated Handbook, and shall thereafter distribute the updated Handbook as appropriate, include such updated Handbook in the Official Records of Proceeding of the District, and post the updated Handbook on the District's website.

Section 4. The District Manager is hereby directed to take all actions consistent with this Resolution.

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

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

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Avenir Community Development District, this **27th day of October, 2022**.

Attest:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

_____

Jason Pierman, Secretary

_____

Virginia Cepero, Chairperson
Board of Supervisors

Miscellaneous Notices

Published in Palm Beach Daily Business Review on October 20, 2022

Location

Palm Beach County,

Notice Text

AVENIR COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER REVISING THE RATES FOR CLUBHOUSE
AMENITIES FOR THE FISCAL YEAR 2022/2023 AND NOTICE OF REGULAR BOARD MEETING

The Board of Supervisors of the Avenir Community Development District will hold a Public Hearing ('public hearing") and Regular Board Meeting ("meeting") on October 27, 2022, at 12:30 p.m. in the offices of Special District Services, Inc. located at The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410. The purpose of the public hearing is for the Board to consider revising and updating the rates for clubhouse amenities. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. Specific legal authority for the revisions to the rate referenced below is Section 190.35, Florida Statutes, and the Amenity Rules Handbook of the Avenir Community Development District.

A copy of the agendas may be obtained from the District's website or at the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Telephone: (561) 630-4922 and/or toll free at 1-877-737-4922, during normal business hours.

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

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

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

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

Avenir Community
Development District
Fee Schedule FY 2022/2023
CATEGORY/PATRON /NON-PROFIT/NON-PATRON
ANNUAL MEMBER CLUB FEE - Non-Residents $ 3,000 N/A N/A
LEASE APPLICATION PROCESSING FEE $ 50 N/A N/A
MEMBERSHIP CARD/FOB REPLACEMENT FEE $ 25 N/A N/A
CLUB RENTAL FEES AND DEPOSITS
EVENT HALL - Non-Refundable Fee (6 Hours) $ 1,500 $ 1,500 $ 2,250
EVENT HALL - Non-Refundable Fee (All Day) $ 2,800 $ 2,800 $ 4,760
EVENT HALL - Refundable Deposit $ 500 $ 500 $ 500
CLUBROOM - Non-Refundable Fee (6 Hours) $ 650 $ 650 $ 950
CLUBROOM - Non-Refundable Fee (All Day) $ 1,350 $ 1,350 $ 1,850
CLUBROOM - Refundable Deposit $ 500 $ 500 $ 500
CAFE PAVILLION - Non-Refundable Fee (6 Hours) $ 1,000 N/A N/A
CAFE PAVILLION - Refundable Deposit $ 250 N/A N/A

LARGE PAVILLION - Non-Refundable Fee (6 Hours) $ 800 N/A N/A
LARGE PAVILLION - Refundable Deposit $ 250 N/A N/A
SMALL PAVILLION - Non-Refundable Fee (6 Hours) $ 500 N/A N/A
SMALL PAVILLION - Refundable Deposit $ 250 N/A N/A
TENNIS COURT (2 hours) $ 5 $ 5 $ 5
AVENIR COMMUNITYDEVELOPMENT DISTRICT
www.avenircdd.org
10/13-20 22-03/0000624872P

RESOLUTION NO. 2022-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT MODIFYING AND SUPPLEMENTING CERTAIN RATES, FEES, AND CHARGES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Avenir Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida; and

WHEREAS, the District is the owner of the Avenir Clubhouse and Recreational Amenities, located at 12255 Avenir Road, Palm Beach Gardens, Florida (the "Club Property"); and

WHEREAS, pursuant to Section 190.011, Florida Statutes, the District is authorized to adopt and modify rules, regulations, and rates pursuant to the provisions of Chapter 120, Florida Statutes, prescribing the conduct of the business of the District; and

WHEREAS, Section 190.035, Florida Statutes, authorizes the District to prescribe, fix, establish, modify, and collect rates, fees and other charges for facilities and services furnished by the District; and

WHEREAS, pursuant to Resolution 2022-03, adopted by the District Board of Supervisors (the "District Board") at its meeting of May 26, 2022, the Avenir Community Development District Fee Schedule, including applicable District rates, fees and charges was modified and re-adopted; and

WHEREAS, the District's Amenities Rules Handbook requires that the charges, rates, deposits, and fees applicable to the Club Property, and any changes thereto, be adopted by Resolution of the District Board of Supervisors in accordance with Section 190.035, Florida Statutes, and after a public hearing advertised at least ten (10) days prior to the public hearing; and

WHEREAS, the public hearing to consider the changes and re-adoption of the fee schedule pertaining to the use of the Club Property was advertised at least ten (10) days prior to the public hearing; and

WHEREAS, after a public hearing held in accordance with Section 190.035, Florida Statutes, the Board of Supervisors desires to amend and re-adopt the fee schedule pertaining to the use of the Club Property.

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

Section 1. The foregoing recitals are hereby incorporated as the findings of fact of the District Board of Supervisors.

Section 2. The Avenir Community Development District Fee Schedule is hereby amended and replaced with that which is attached hereto and incorporated herein as Exhibit "A". Any fees, rates, or charges not specifically modified by this Resolution shall be unchanged and shall remain in effect as previously adopted and approved by the District Board of Supervisors.

Section 3. The District Manager is hereby directed to take all actions consistent with 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 a 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. This Resolution shall take effect immediately upon adoption. Rentals previously reserved and paid for under the rates, charges, deposits and fees in effect prior to this Resolution shall be unaffected by the adoption of this Resolution.

PASSED AND ADOPTED in the Public Session of the Board of Supervisors of the Avenir Community Development District, this **27th day of October, 2022.**

Attest:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

_____
Jason Pierman, Secretary

_____
Virginia Cepero, Chair

EXHIBIT "A"

Avenir Community Development District			
Fee Schedule FY 2022/2023			
CATEGORY	**PATRON**	**NON-PROFIT**	**NON-PATRON**
ANNUAL MEMBER CLUB FEE – Non-Residents	$ 3,000	N/A	N/A
LEASE APPLICATION PROCESSING FEE	$ 50	N/A	N/A
MEMBERSHIP CARD/FOB REPLACEMENT FEE	$ 25	N/A	N/A
CLUB RENTAL FEES AND DEPOSITS			
EVENT HALL – Non-Refundable Fee (6 Hours)	$ 1,500	$ 1,500	$ 2,250
EVENT HALL – Non-Refundable Fee (All Day)	$ 2,800	$ 2,800	$ 4,760
EVENT HALL – Refundable Deposit	$ 500	$ 500	$ 500
CLUBROOM – Non-Refundable Fee (6 Hours)	$ 650	$ 650	$ 950
CLUBROOM – Non-Refundable Fee (All Day)	$ 1,350	$ 1,350	$ 1,850
CLUBROOM – Refundable Deposit	$ 500	$ 500	$ 500
CAFE PAVILLION – Non-Refundable Fee (6 Hours)	$ 1,000	N/A	N/A
CAFE PAVILLION – Refundable Deposit	$ 250	N/A	N/A
LARGE PAVILLION – Non-Refundable Fee (6 Hours)	$ 800	N/A	N/A
LARGE PAVILLION – Refundable Deposit	$ 250	N/A	N/A
SMALL PAVILLION – Non-Refundable Fee (6 Hours)	$ 500	N/A	N/A
SMALL PAVILLION – Refundable Deposit	$ 250	N/A	N/A
TENNIS COURT (2 hours)	$ 5	$ 5	$ 5

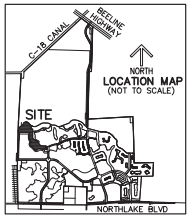
Last revised October 27, 2022

* ANY FEES, RATES, AND CHARGES NOT SPECIFICALLY MODIFIED OR ADDRESSED IN THIS FEE SCHEDULE SHALL BE UNCHANGED AND SHALL REMAIN IN EFFECT AS PREVIOUSLY ADOPTED AND APPROVED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT.

PANTHER NATIONAL AT AVENIR POD 12

A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN PLAT BOOK 134, PAGE 18 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
AYGUST 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 _____ 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 12", BEING A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 18, 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 134, PAGE 18, 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 474.62 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 23' 16" 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' 49" 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' 00" 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' 00" 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 67.95 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° 25' 19", 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 64.00 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° 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 123.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 38' 35", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 26.74 FEET, AND WHOSE LONG CHORD BEARS SOUTH 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 46°37'16" WEST, A DISTANCE OF 24.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 101° 32' 25", HAVING A RADIUS OF 266.00 FEET, HAVING AN ARC DISTANCE OF 471.41 FEET, AND WHOSE LONG CHORD BEARS NORTH 82° 36' 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' 05", 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' 40" 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 100.77 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 2°11'39" 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 "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" AS SHOWN HEREON, AND IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

WATER MANAGEMENT TRACT

2. TRACT "W", 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 SIGNAGE 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, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES BY AV BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS. THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, SUCH CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. LANDS ENCUMBERED BY SUCH EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

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 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 CENTAUR (PALM BEACH) OWNER LLC, ITS SUCCESSORS AND ASSIGNS AND THE CITY OF PALM BEACH GARDENS.

WATER AND SEWER EASEMENTS

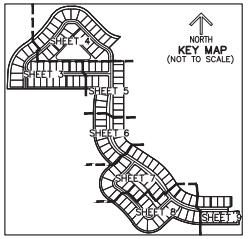
6. THE SEACOAST UTILITY AUTHORITY EASEMENTS, AS SHOWN HEREON, AND DESIGNATED AS "SUAE", ARE HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL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

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 IN PERPETUITY, FOR ACCESS TO STORMWATER MANAGEMENT AND DRAINAGE 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 VEGETATION, OTHER THAN SOD, 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)

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 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.

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 BASED ON A RECORDED PLAT BEARING OF N02°11'39"E ALONG THE WEST LINE OF TRACT 1, PANTHER NATIONAL AT AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 18, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
5. LINES INTERSECTING CURVES ARE RADIAL, UNLESS SHOWN OTHERWISE.
6. "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
7. ALL INSTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

DATED: _____

_____
RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA

CAULFIELD AND WHEELER, INC
SURVEYORS — ENGINEERS — PLANNERS
7900 GLADES ROAD, SUITE 100
(561)392-1991
CERTIFICATION OF AUTHORIZATION NO. LB 3591

SURVEYOR

PANTHER NATIONAL AT AVENIR POD 12

A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN
PLAT BOOK 134, PAGE 18 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
AYGUST 2022

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT

AVENIR COMMUNITY DEVELOPMENT DISTRICT NOTARY

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

MORTGAGEE

MORTGAGEE NOTARY

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 177.081(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF PALM BEACH GARDENS. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR THE FIELD VERIFICATION OF MONUMENTS AT LOT CORNERS.

THIS _____ DAY OF _____, 2022.

_____
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
CERTIFICATE NO. _____

CITY OF PALM BEACH GARDENS

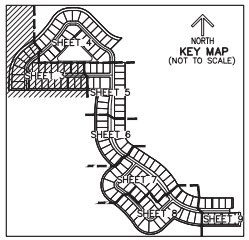
CITY OF PALM BEACH GARDENS ENGINEER

REVIEWING SURVEYOR

PANTHER NATIONAL AT AVENIR POD 12

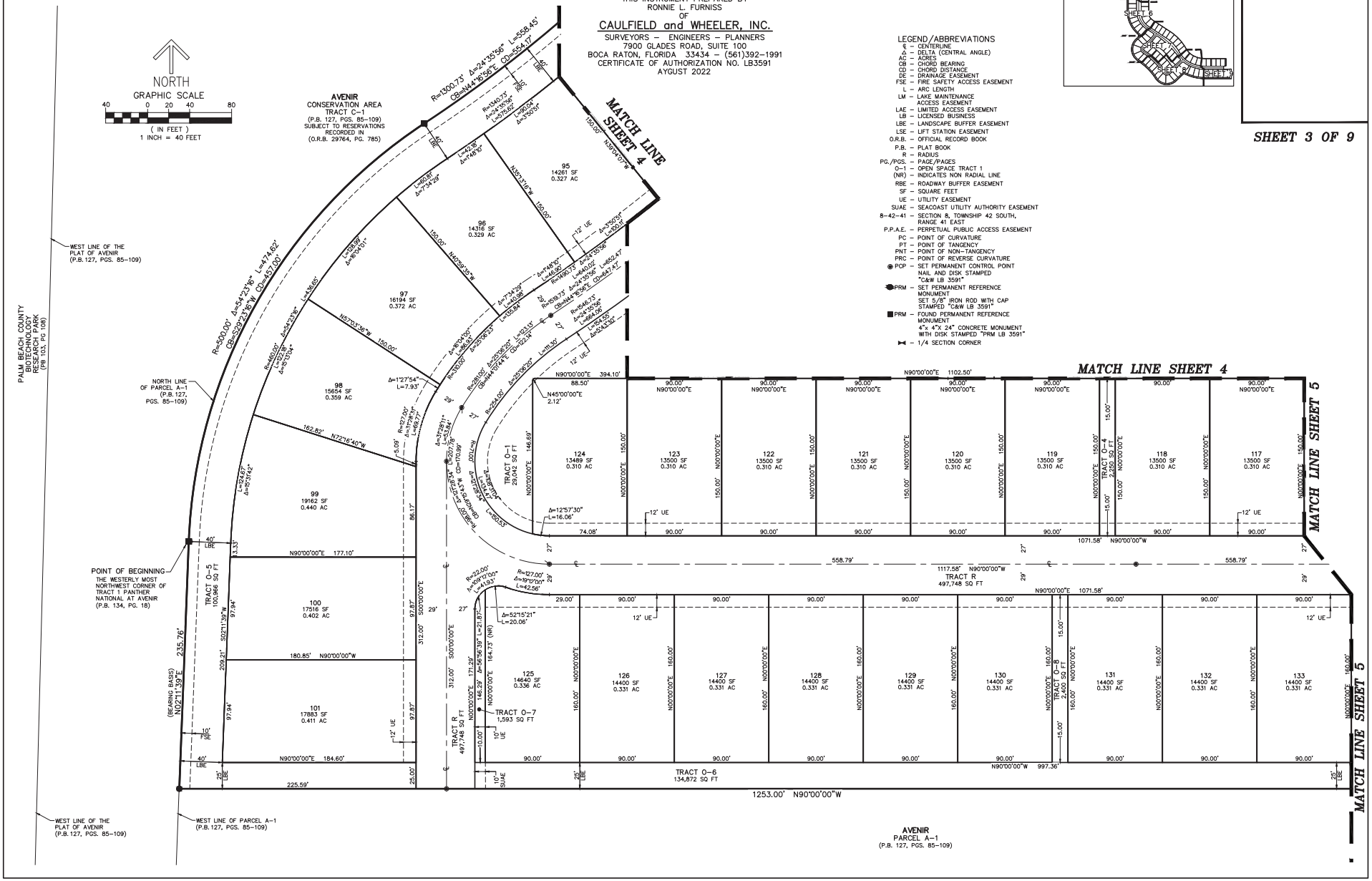
A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN PLAT BOOK 134, PAGE 18 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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
AYGUST 2022



SHEET 3 OF 9

LEGEND/ABBREVIATIONS
℄ – CENTERLINE
Δ – DELTA (CENTRAL ANGLE)
AC – ACRES
CB – CHORD BEARING
CD – CHORD DISTANCE
DE – DRAINAGE EASEMENT
FSE – FIRE SAFETY ACCESS EASEMENT
L – ARC LENGTH
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
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
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



PANTHER NATIONAL AT AVENIR POD 12

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THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
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7900 GLADES ROAD, SUITE 100
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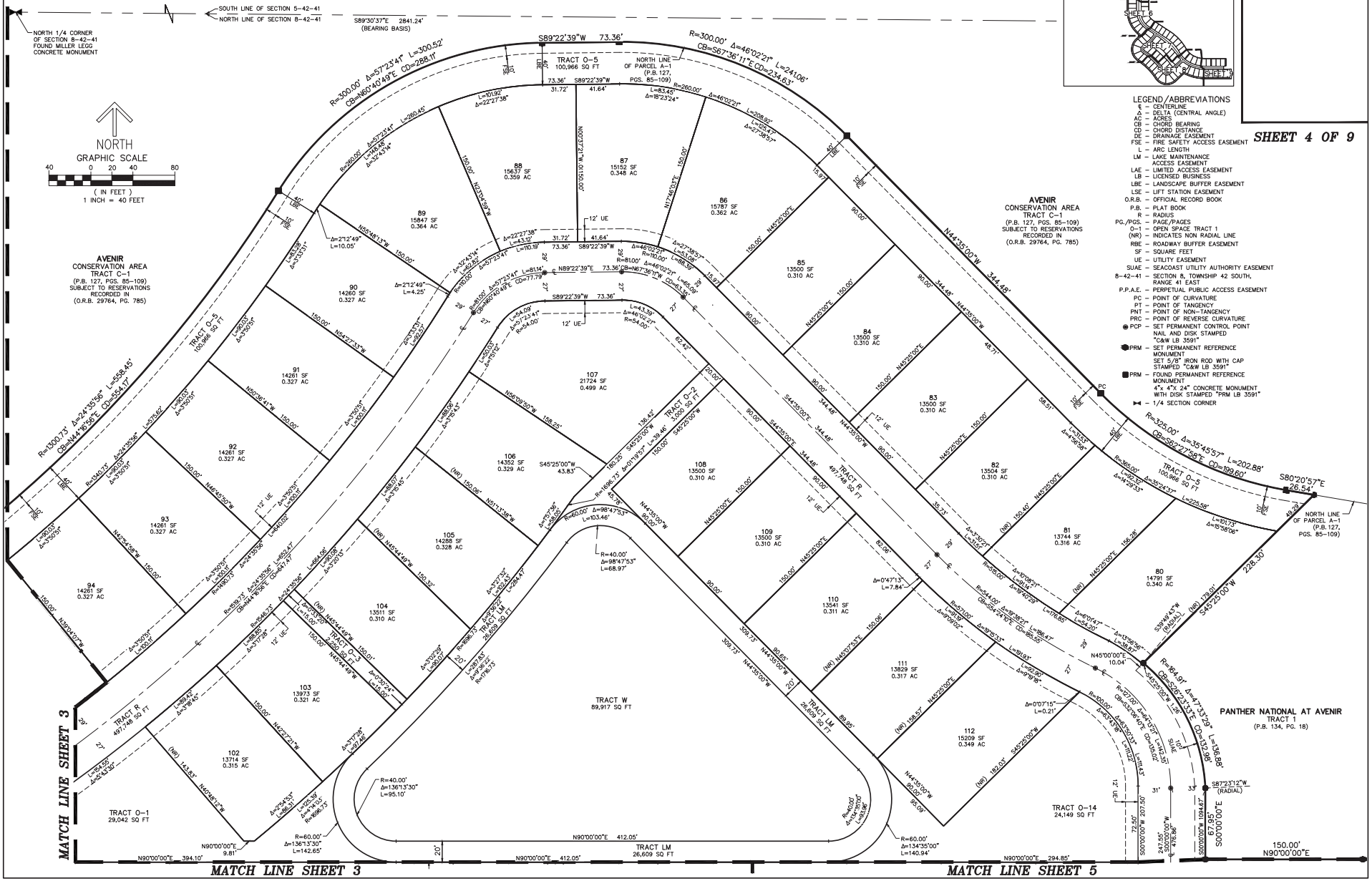

SHEET 4 OF 9

LEGEND/ABBREVIATIONS

- ℄ – CENTERLINE
- Δ – DELTA (CENTRAL ANGLE)
- AC – ACRES
- CB – CHORD BEARING
- CD – CHORD DISTANCE
- DE – DRAINAGE EASEMENT
- FSE – FIRE SAFETY ACCESS EASEMENT
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- PG./PGS. – PAGE/PAGES
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- SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
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- 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"
- ⬢ 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

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
AYGUST 2022

PANTHER NATIONAL AT AVENIR POD 12

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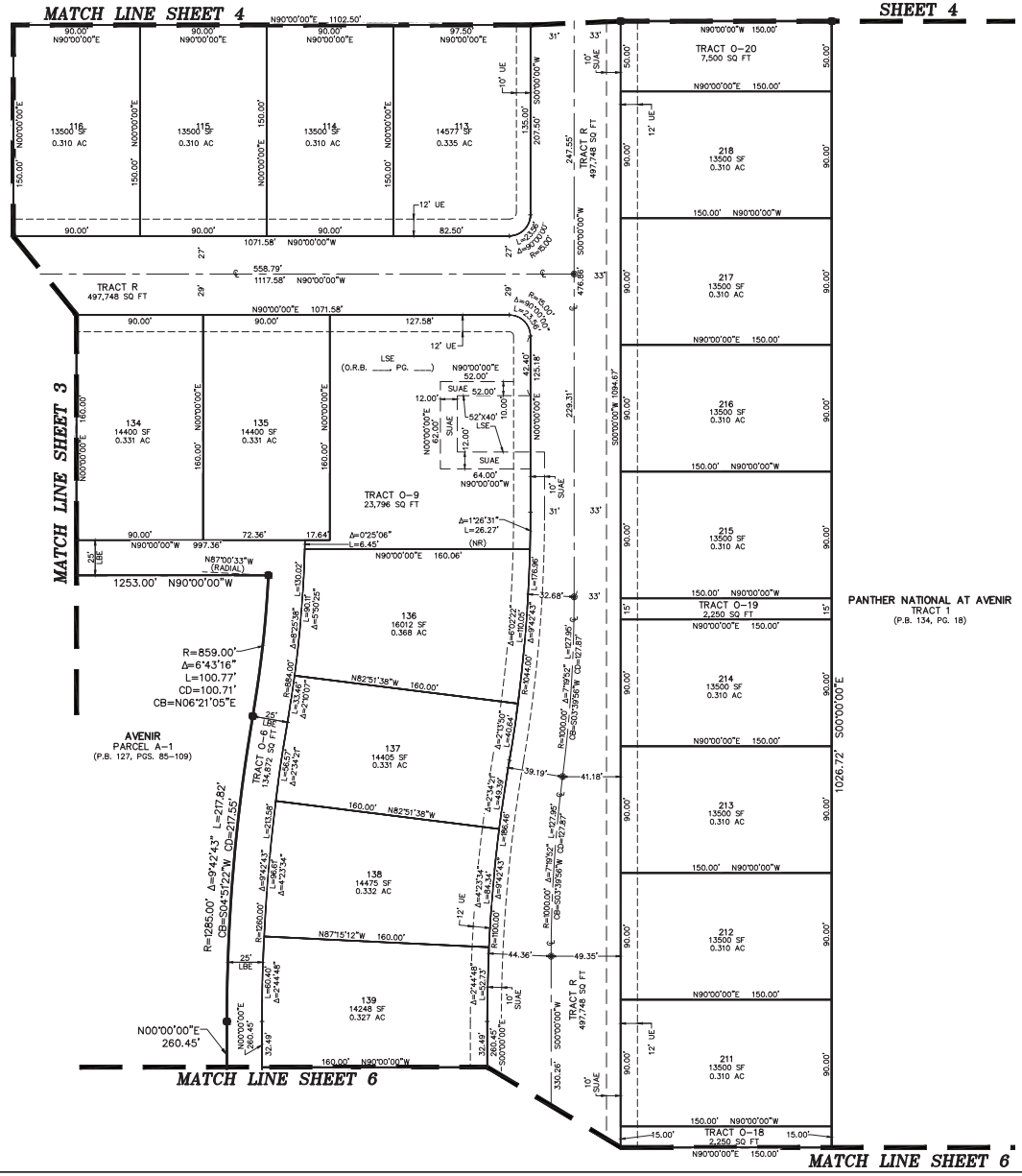
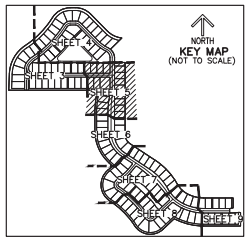
NORTH
GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FEET





SHEET 5 OF 9

LEGEND/ABBREVIATIONS

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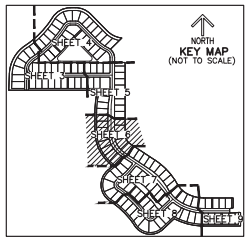
- ⋈ – 1/4 SECTION CORNER

PANTHER NATIONAL AT AVENIR POD 12

A REPLAT OF A PORTION OF TRACT 1, PANTHER NATIONAL AT AVENIR, AS RECORDED IN PLAT BOOK 134, PAGE 18 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
AYGUST 2022



SHEET 6 OF 9

NORTH
GRAPHIC SCALE
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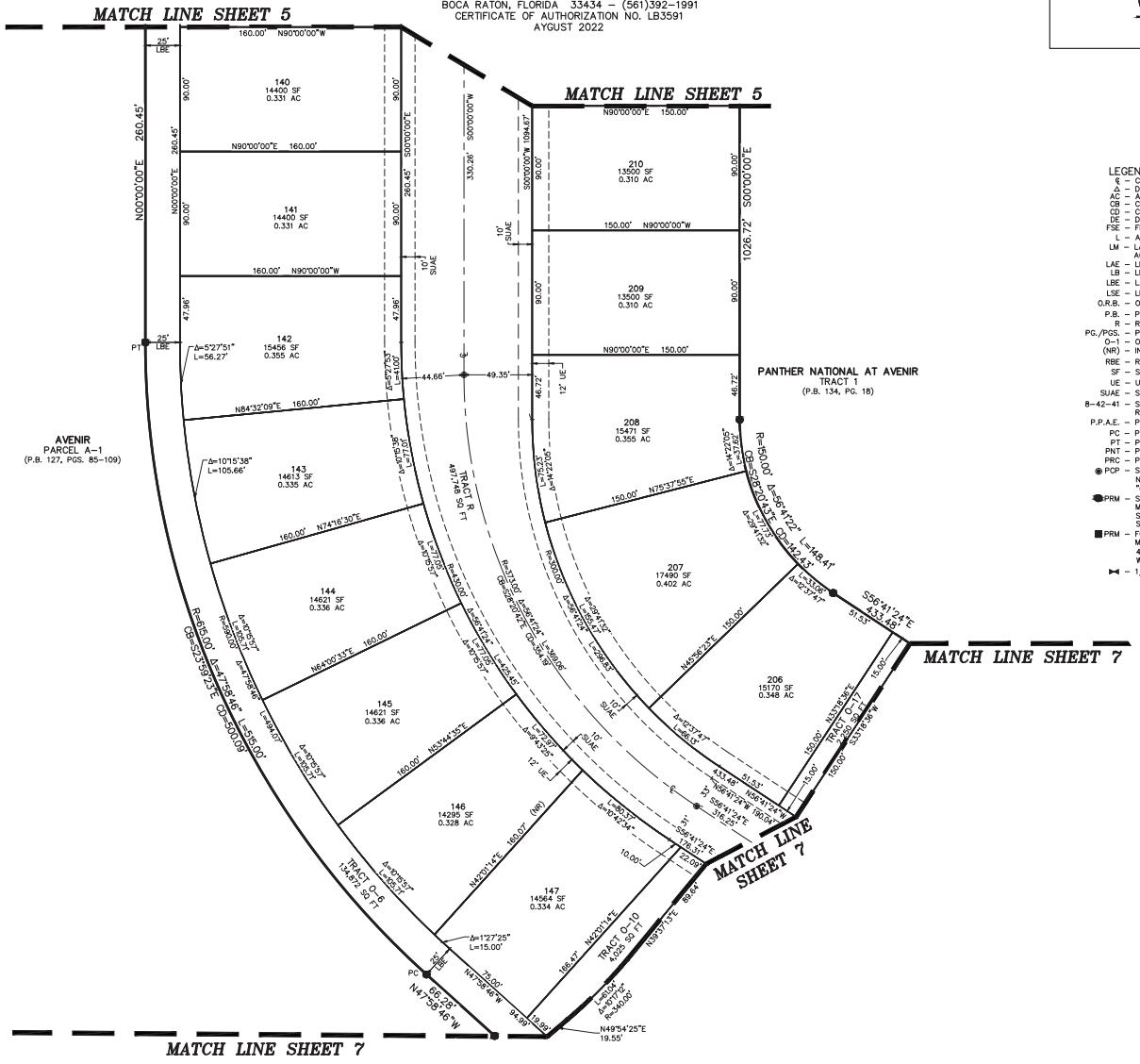
(IN FEET)
1 INCH = 40 FEET



LEGEND/ABBREVIATIONS

- ℄ – CENTERLINE
- Δ – DELTA (CENTRAL ANGLE)
- AC – ACRES
- CB – CHORD BEARING
- CD – CHORD DISTANCE
- DE – DRAINAGE EASEMENT
- FSE – FIRE SAFETY ACCESS EASEMENT
- L – ARC LENGTH
- 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
- 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
- ⊕ 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

PANTHER NATIONAL AT AVENIR POD 12

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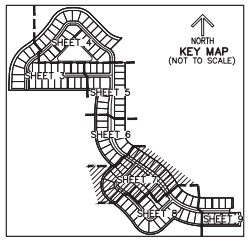

SHEET 7 OF 9

LEGEND/ABBREVIATIONS

- ℄ – CENTERLINE
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AYGUST 2022

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

LEGEND/ABBREVIATIONS
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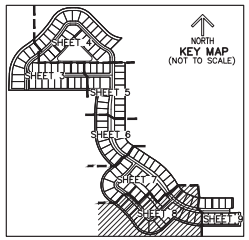
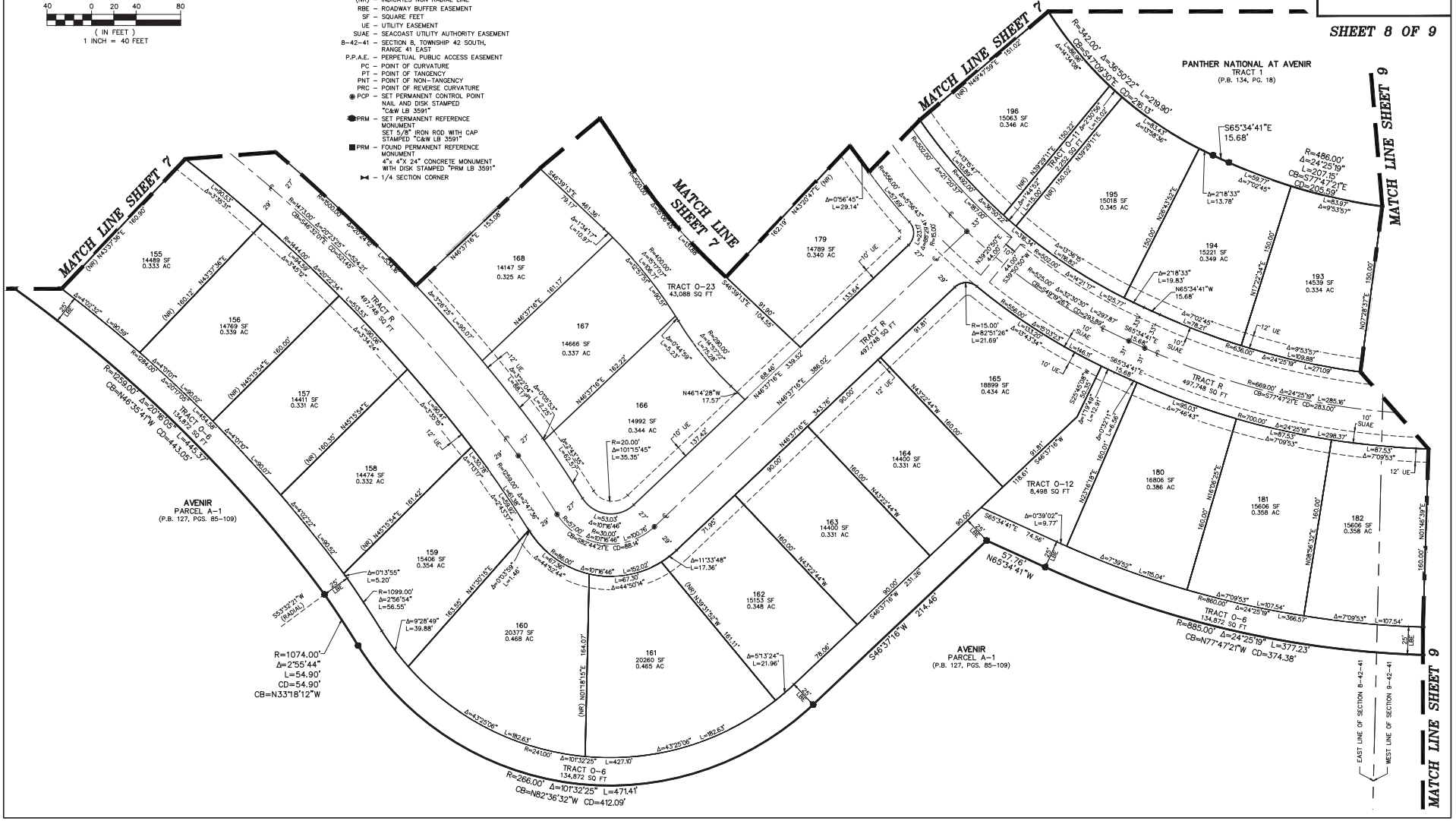


SHEET 8 OF 9



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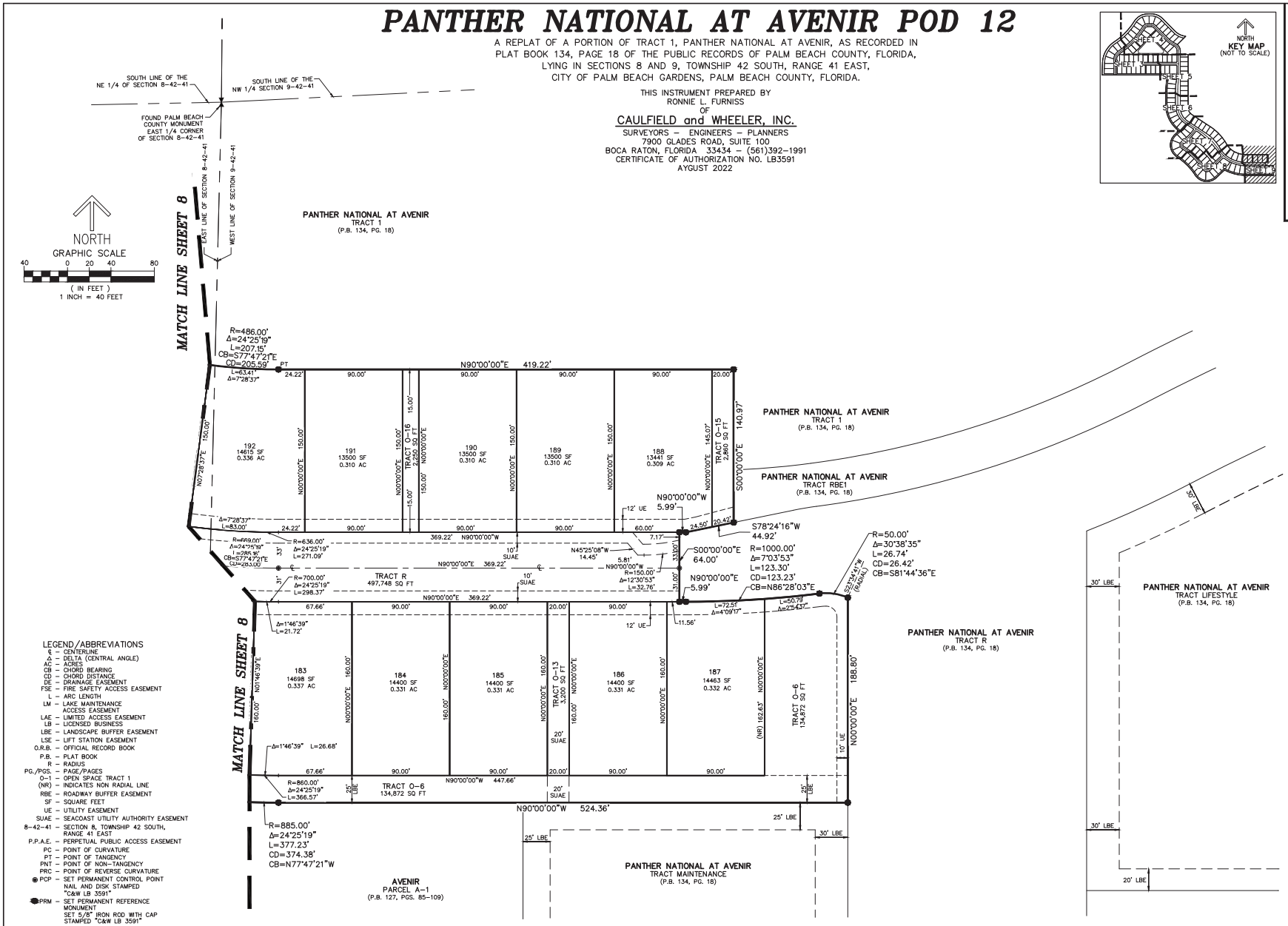
SHEET 9 OF 9



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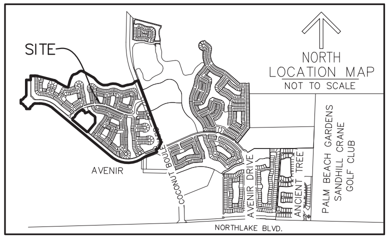
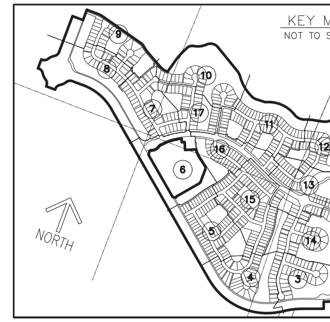


AVENIR – POD 15

BEING A REPLAT OF A PORTION OF PARCEL A–1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



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 ______ THROUGH ______.

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BY: ______________________
DEPUTY CLERK

CLERK

DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, OWNERS OF THE LAND SHOWN HEREON AS "AVENIR – POD 15", BEING A REPLAT OF A PORTION OF PARCEL A–1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY MOST NORTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 120.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 637.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 624.44 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, S00°00'00"E, A DISTANCE OF 17.00 FEET; THENCE, N90°00'00"W, A DISTANCE OF 160.00 FEET; THENCE, N00°00'00"E, A DISTANCE OF 17.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, N90°00'00"W, A DISTANCE OF 17.00 FEET; THENCE, N00°00'00"E, A DISTANCE OF 160.00 FEET; THENCE, N90°00'00"E, A DISTANCE OF 17.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 28' 30" EAST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" EAST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 31' 30" EAST FOR A DISTANCE OF 98.56 FEET; THENCE, N00°00'00"E, A DISTANCE OF 651.84 FEET; THENCE, N90°00'00"E, A DISTANCE OF 190.00 FEET; THENCE, NORTH 00° 00' 00" EAST FOR A DISTANCE OF 186.49 FEET; THENCE, NORTH 90° 00' 00" EAST FOR A DISTANCE OF 176.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14° 26' 14", HAVING A RADIUS OF 550.00 FEET, HAVING AN ARC DISTANCE OF 138.59 FEET, AND WHOSE LONG CHORD BEARS SOUTH 82° 46' 53" EAST FOR A DISTANCE OF 138.22 FEET; THENCE, SOUTH 75° 33' 46" EAST FOR A DISTANCE OF 759.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29° 45' 21", HAVING A RADIUS OF 196.00 FEET, HAVING AN ARC DISTANCE OF 101.79 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 41' 05" EAST FOR A DISTANCE OF 100.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17° 19' 36", HAVING A RADIUS OF 345.58 FEET, HAVING AN ARC DISTANCE OF 104.51 FEET, AND WHOSE LONG CHORD BEARS SOUTH 55° 36' 26" EAST FOR A DISTANCE OF 104.11 FEET; THENCE, SOUTH 61° 15' 56" EAST FOR A DISTANCE OF 320.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30° 11' 52", HAVING A RADIUS OF 285.00 FEET, HAVING AN ARC DISTANCE OF 150.21 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 21' 52" EAST FOR A DISTANCE OF 148.48 FEET; THENCE, NORTH 14° 55' 14" EAST FOR A DISTANCE OF 239.41 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10° 14' 51", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 178.85 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 02' 39" EAST FOR A DISTANCE OF 178.61 FEET; THENCE, NORTH 25° 10' 05" EAST FOR A DISTANCE OF 101.37 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54° 48' 38", HAVING A RADIUS OF 128.00 FEET, HAVING AN ARC DISTANCE OF 122.45 FEET, AND WHOSE LONG CHORD BEARS NORTH 52° 34' 24" EAST FOR A DISTANCE OF 117.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20° 26' 45", HAVING A RADIUS OF 398.96 FEET, HAVING AN ARC DISTANCE OF 142.37 FEET, AND WHOSE LONG CHORD BEARS NORTH 69° 45' 20" EAST FOR A DISTANCE OF 141.61 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11° 08' 22", HAVING A RADIUS OF 470.57 FEET, HAVING AN ARC DISTANCE OF 91.49 FEET, AND WHOSE LONG CHORD BEARS NORTH 51° 15' 39" EAST FOR A DISTANCE OF 91.34 FEET; TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72° 07' 55", HAVING A RADIUS OF 162.71 FEET, HAVING AN ARC DISTANCE OF 204.84 FEET, AND WHOSE LONG CHORD BEARS NORTH 84° 16' 22" EAST FOR A DISTANCE OF 191.58 FEET; THENCE, SOUTH 59° 39' 40" EAST FOR A DISTANCE OF 514.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24° 03' 31", HAVING A RADIUS OF 278.00 FEET, HAVING AN ARC DISTANCE OF 116.73 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 37' 55" EAST FOR A DISTANCE OF 115.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 31° 46' 47", HAVING A RADIUS OF 724.44 FEET, HAVING AN ARC DISTANCE OF 401.82 FEET, AND WHOSE LONG CHORD BEARS SOUTH 51° 29' 33" EAST FOR A DISTANCE OF 396.69 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25° 13' 54", HAVING A RADIUS OF 172.00 FEET, HAVING AN ARC DISTANCE OF 75.74 FEET, AND WHOSE LONG CHORD BEARS SOUTH 79° 59' 53" EAST FOR A DISTANCE OF 75.13 FEET; THENCE NORTH 87° 23' 10" EAST FOR A DISTANCE OF 148.77 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21° 24' 55", HAVING A RADIUS OF 93.00 FEET, HAVING AN ARC DISTANCE OF 34.76 FEET, AND WHOSE LONG CHORD BEARS NORTH 76° 40' 42" EAST FOR A DISTANCE OF 34.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55° 26' 03", HAVING A RADIUS OF 560.00 FEET, HAVING AN ARC DISTANCE OF 541.80 FEET, AND WHOSE LONG CHORD BEARS SOUTH 86° 18' 44" EAST FOR A DISTANCE OF 520.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52° 35' 35", HAVING A RADIUS OF 211.00 FEET, HAVING AN ARC DISTANCE OF 193.68 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84° 53' 30" EAST FOR A DISTANCE OF 186.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09° 19' 07", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 162.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 73° 28' 16" EAST FOR A DISTANCE OF 162.46 FEET; THENCE NORTH 78° 07' 49" EAST FOR A DISTANCE OF 158.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41° 39' 01", HAVING A RADIUS OF 221.00 FEET, HAVING AN ARC DISTANCE OF 160.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 57° 18' 19" EAST FOR A DISTANCE OF 157.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 59' 55", HAVING A RADIUS OF 78.00 FEET, HAVING AN ARC DISTANCE OF 44.92 FEET, AND WHOSE LONG CHORD BEARS NORTH 52° 58' 46" EAST FOR A DISTANCE OF 44.30 FEET; THENCE, NORTH 69° 28' 44" EAST FOR A DISTANCE OF 138.00 FEET; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 2836.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 140.00 FEET, HAVING AN ARC DISTANCE OF 144.29 FEET, AND WHOSE LONG CHORD BEARS SOUTH 09° 00' 14" WEST FOR A DISTANCE OF 137.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 210.00 FEET, HAVING AN ARC DISTANCE OF 102.99 FEET, AND WHOSE LONG CHORD BEARS SOUTH 24° 28' 44" WEST FOR A DISTANCE OF 101.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 140.00 FEET, HAVING AN ARC DISTANCE OF 144.29 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 57' 13" WEST FOR A DISTANCE OF 137.99 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 67.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 304.530 ACRES MORE OR LESS.

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

1. TRACT "R1", AS SHOWN HEREON, IS HEREBY DEDICATED TO 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 SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITH RESPECT TO TRACT "R1". AN EASEMENT OVER SAID TRACT IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNER, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

2. TRACT "R2", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR – POD 15 NEIGHBORHOOD 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 "R2", AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

3. TRACTS "RW1", "RW2", "RW3" AND "RW4", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROADWAY, DRAINAGE, UTILITY AND RELATED PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITH RESPECT TO TRACTS "RW1", "RW2", "RW3" AND "RW4". AN EASEMENT OVER TRACTS "RW1", "RW2", "RW3" AND "RW4", AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT UNDERLYING LANDOWNER, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

4. TRACTS "W1" THROUGH "W15", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, PEDESTRIAN WALKWAYS, BRIDGES, 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.

5. TRACTS "LM1" THROUGH "LM15", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PEDESTRIAN WALKWAYS, BRIDGES AND ACCESS TO THE ADJOINING STORM WATER MANAGEMENT TRACT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES AND LANDSCAPING MAY BE PERMITTED WITHIN SAID TRACT AS APPROVED BY OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.

DEDICATIONS AND RESERVATIONS:

6. TRACTS "PARK 1", "PARK 2", "PARK 3", "PARK 4", AND "PARK 4A" AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR – POD 15 NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, MAIL KIOSK, PARKING, PARK, AND RECREATIONAL PURPOSES, ALONG WITH THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF DRAINAGE LINES THEREIN, AND SHARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS

7. TRACTS "O–1" THROUGH "O–139", INCLUSIVE, AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR – POD 15 NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, LANDSCAPING, SIDEWALKS, MAILBOX KIOSK, PARKING, SIGNAGE AND OTHER STRUCTURES, DRAINAGE AND UTILITY PURPOSES, AND FOR ACCESS TO THE ADJOINING STORM WATER MANAGEMENT TRACTS BY THE AVENIR COMMUNITY DEVELOPMENT DISTRICT 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.

8. TRACTS "RBE1", "RBE2", "RBE3", "RBE4", "RBE5", "RBE6", "RBE7", AND "RBE8" AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, BUFFER, DRAINAGE, LIGHTING AND UTILITY PURPOSES. SAID TRACTS ENCUMBERED BY SAID ROADWAY BUFFER EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

9. THE UTILITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS UE, ARE HEREBY DEDICATED IN PERPETUITY TO ALL GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES TO INSTALL, OPERATE AND MAINTAIN THEIR RESPECTIVE FACILITIES. SUCH UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES BY AV BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS. THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, SUCH CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. LANDS ENCUMBERED BY SUCH EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

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

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

12. PARCEL A, AS SHOWN HEREON, IS HEREBY RESERVED TO AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY THEREOF, ITS SUCCESSORS AND ASSIGNS, FOR FUTURE DEVELOPMENT, FOR RECREATION PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS.

13. THE EMERGENCY ACCESS EASEMENT, AS SHOWN HEREON AND DESIGNATED AS "EAE", IS HEREBY DEDICATED IN PERPETUITY TO THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF EMERGENCY VEHICLE ACCESS, CONTROL AND JURISDICTION FOR FIRE AND PUBLIC SAFETY. 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.

14. DRAINAGE EASEMENTS "DE", AS SHOWN HEREON, ARE HEREBY RESERVED FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,

STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT
AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS ______ DAY OF _________________, 2022.

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY.

WITNESS: ______________________
PRINT NAME:

____
BY: MANUEL M. MATO
PRESIDENT

WITNESS: ______________________
PRINT NAME:

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY.
ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF __ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, THIS _______ DAY OF ___________________, 2022, BY MANUEL M. MATO, PRESIDENT, ON BEHALF OF AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS __ PERSONALLY KNOWN TO ME OR HAS PRODUCED ___________________ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _______ DAY OF __________________, 2022.

MY COMMISSION EXPIRES: __________________________
NOTARY PUBLIC

COMMISSION NUMBER: __________________________
PRINT NAME

AVENIR DEVELOPMENT, LLC

AVENIR DEVELOPMENT, LLC
NOTARY

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
OCTOBER 2022

TITLE CERTIFICATION:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

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

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

SURVEY NOTES:

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

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

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

4. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 20°31'16" EAST ALONG THE EAST LINE OF PARCEL "A–1", AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

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

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

SURVEYOR'S CERTIFICATE:

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

DATED: _________ ____________________________
RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA

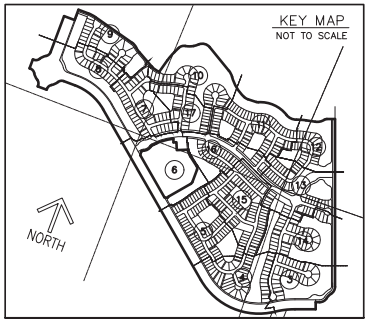
CAULFIELD AND WHEELER, INC
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
(561)392–1991
CERTIFICATION OF AUTHORIZATION NO. LB 3591

SURVEYOR

AVENIR – POD 15

BEING A REPLAT OF A PORTION OF PARCEL A–1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9, 10, 15 AND 16, 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
OCTOBER 2022



AV BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY

AV BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HEREBY ACCEPTS THE DEDICATION OF THE COMMUNICATIONS EASEMENTS SHOWN HEREON, WHICH EASEMENTS SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THAT CERTAIN BLANKET COMMUNICATIONS EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 29442, PAGE 525, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (THE 'COMMUNICATIONS EASEMENT'). EXCEPT WITH RESPECT TO THE EASEMENTS SHOWN HEREON, AV BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HEREBY AGREES TO THE TERMINATION OF THE COMMUNICATIONS EASEMENT WITH RESPECT TO ALL OTHER PROPERTY IN THIS PLAT.

WITNESS: _____ _____
BY:
TITLE:
WITNESS: _____

AV BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY: ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

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

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

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

COMMISSION NUMBER: _____
PRINT NAME

AVENIR COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY THE CHAIRMAN OF ITS BOARD OF SUPERVISORS, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO, THIS ____ DAY OF _____, 2022.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

WITNESS: _____ _____
PRINT NAME BY: VIRGINIA CEPERO
CHAIRMAN

WITNESS: _____
PRINT NAME

AVENIR COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF __ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2022, BY VIRGINIA CEPERO, CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, WHO IS __ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

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

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

COMMISSION NUMBER: _____ _____
PRINT NAME

AVENIR COMMUNITY DEVELOPMENT DISTRICT

AVENIR COMMUNITY DEVELOPMENT DISTRICT NOTARY

AVENIR – POD 15 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR – POD 15 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON AND HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS _____ DAY OF _____, 2022.

AVENIR – POD 15 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

WITNESS: _____ _____
BY: MANUEL M. MATO
PRESIDENT
WITNESS: _____

AVENIR – POD 15 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT: ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF __ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2022, BY MANUEL M. MATO, PRESIDENT, ON BEHALF OF AVENIR – POD 15 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, ON BEHALF OF THE AVENIR – POD 15 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, WHO IS __ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

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

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

COMMISSION NUMBER: _____
PRINT NAME

AVENIR – POD 15 NEIGHBORHOOD ASSOCIATION, INC,

AVENIR – POD 15 NEIGHBORHOOD ASSOCIATION, INC, NOTARY

MORTGAGEE'S JOINDER AND CONSENT:

STATE OF TEXAS)

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 32962, AT PAGE 1089 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

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

PHCC LLC, A DELAWARE LIMITED LIABILITY COMPANY, d/b/a PRESTON HOLLOW COMMUNITY CAPITAL

WITNESS: _____ BY: _____
NAME
TITLE
WITNESS: _____

ACKNOWLEDGEMENT:

STATE OF TEXAS)

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

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

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

COMMISSION NUMBER: _____
PRINT NAME

MORTGAGEE

MORTGAGEE NOTARY

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 177.081(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF PALM BEACH GARDENS. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR THE FIELD VERIFICATION OF MONUMENTS AT LOT CORNERS.

THIS _____ DAY OF _____, 2022.

_____
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
CERTIFICATE NO. _____

CITY OF PALM BEACH GARDENS

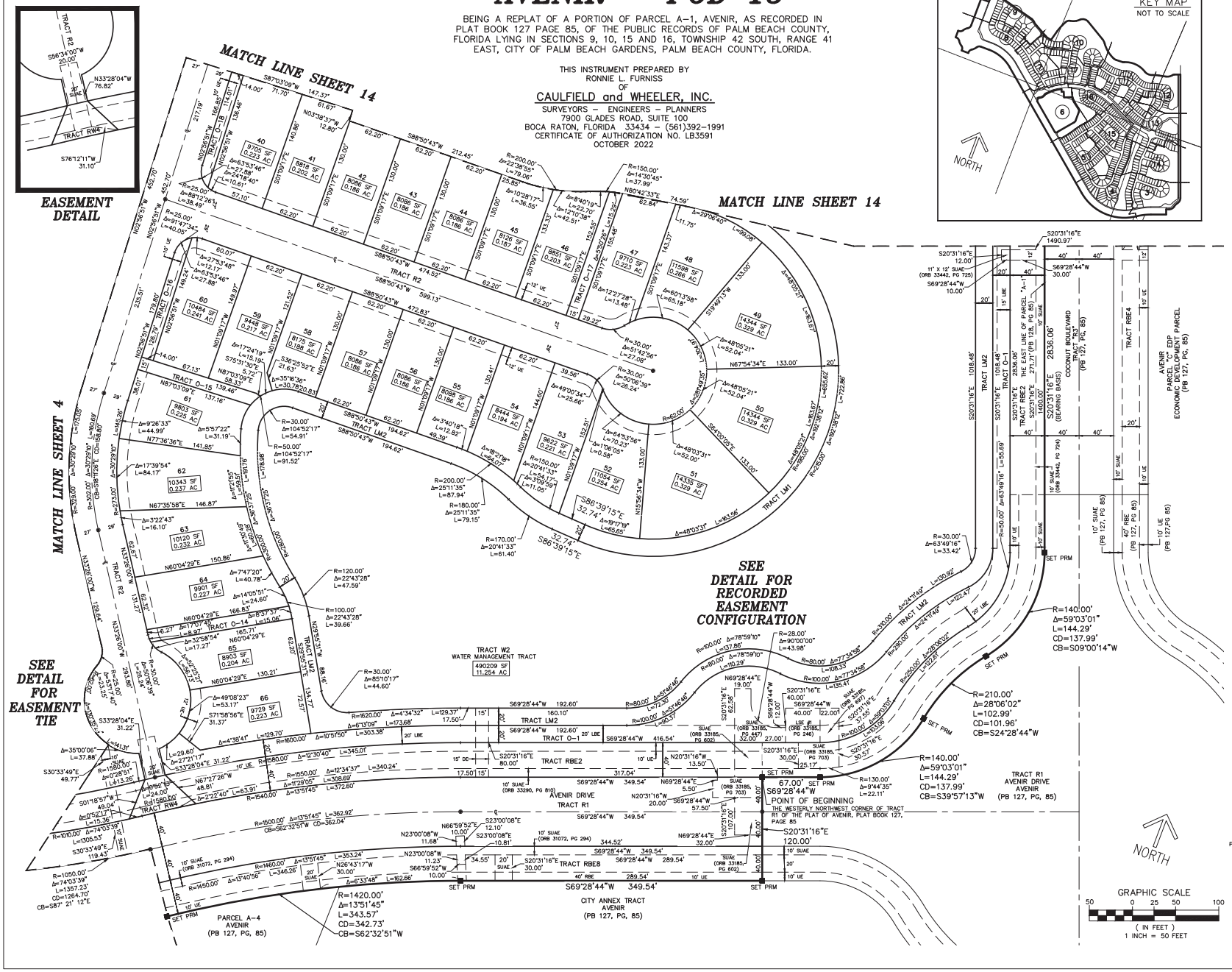
CITY OF PALM BEACH GARDENS ENGINEER

REVIEWING SURVEYOR

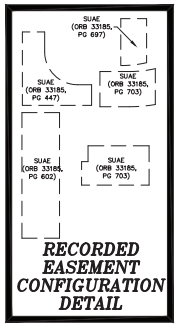
AVENIR – POD 15

BEING A REPLAT OF A PORTION OF PARCEL A–1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

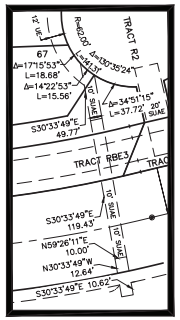
THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
OCTOBER 2022



SHEET 3 OF 17



RECORDED EASEMENT CONFIGURATION DETAIL



EASEMENT DETAIL

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- ⋈ – 1/4 SECTION CORNER
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AVENIR – POD 15

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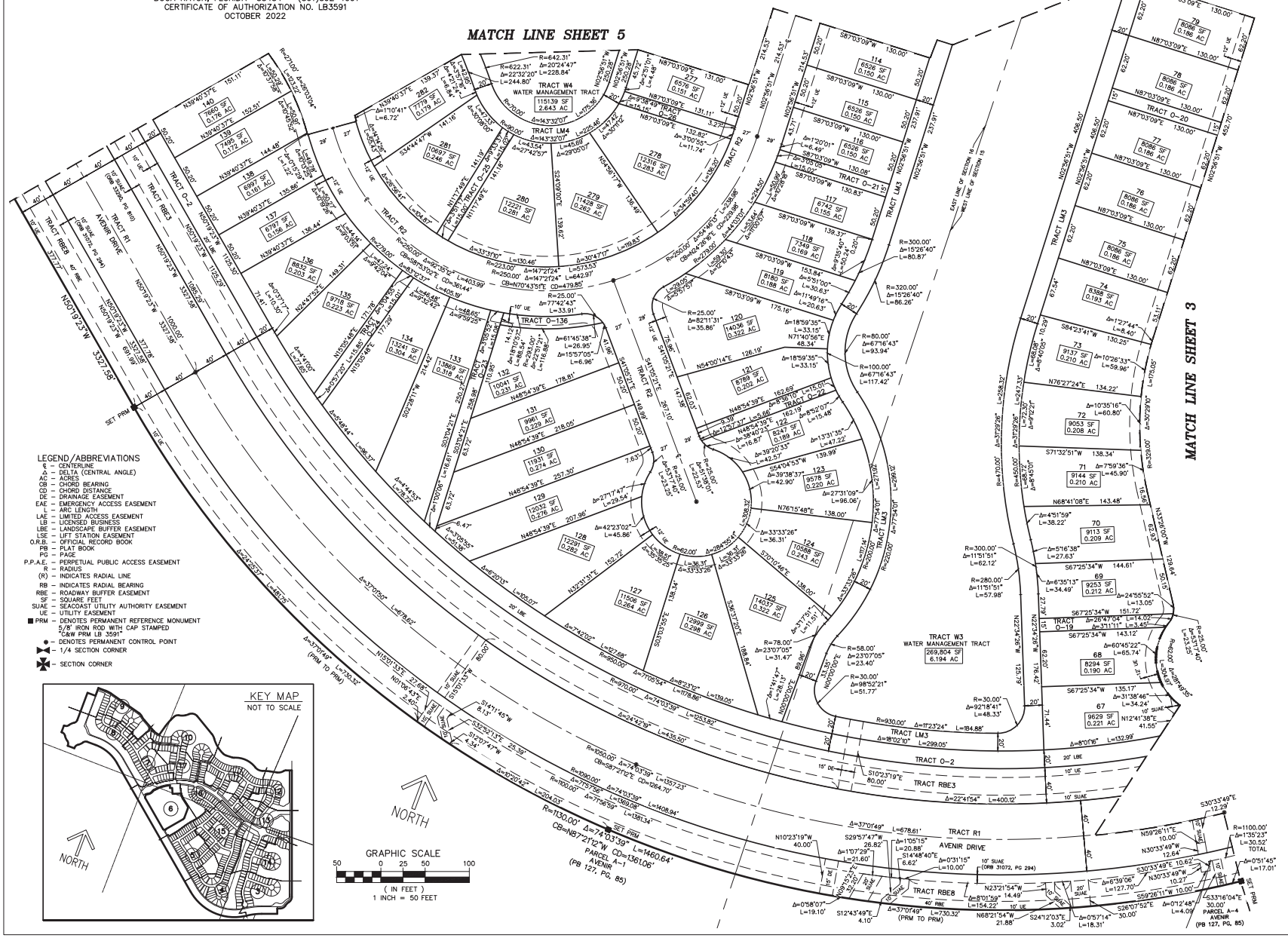

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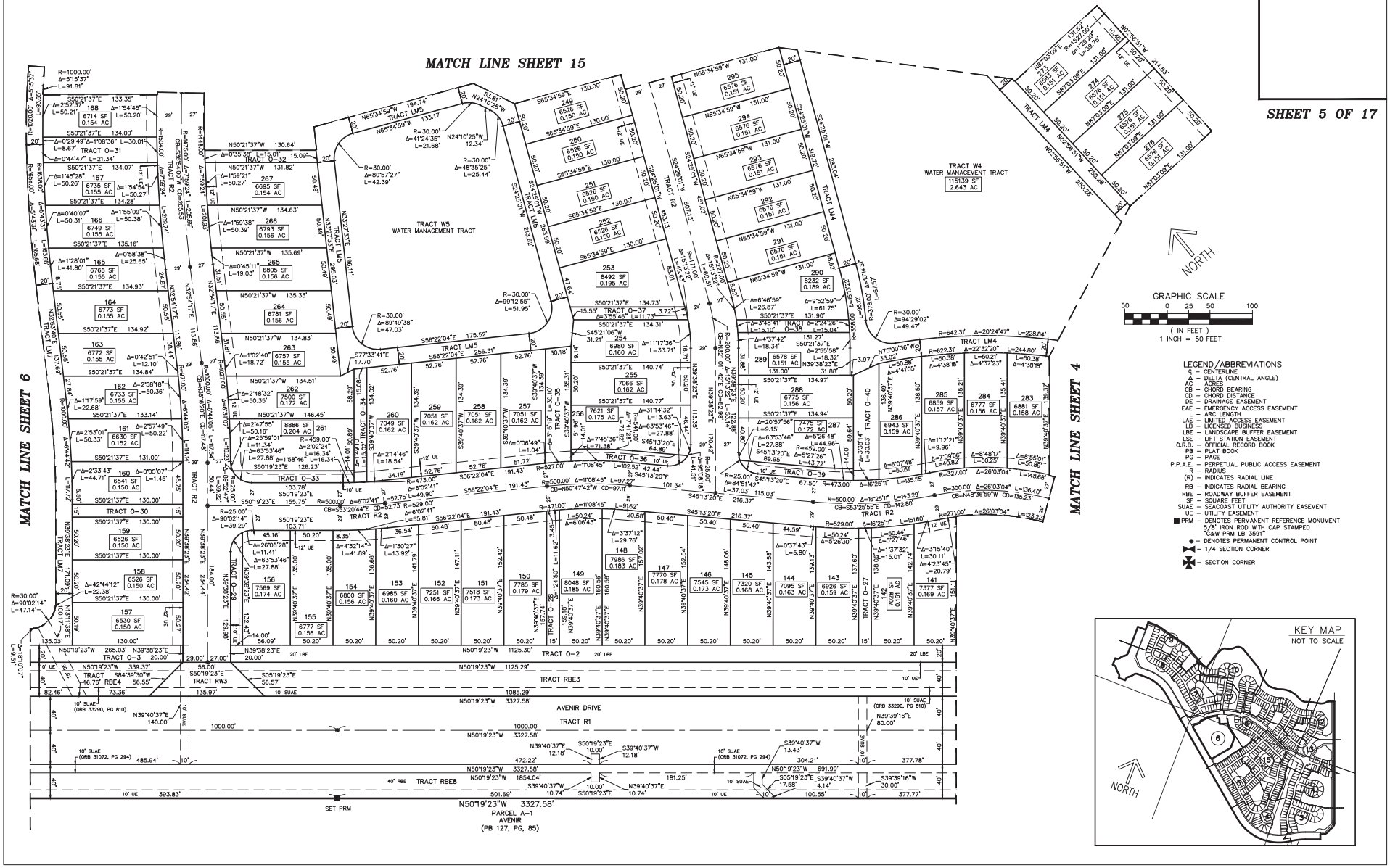

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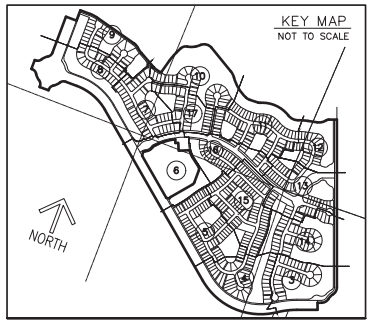

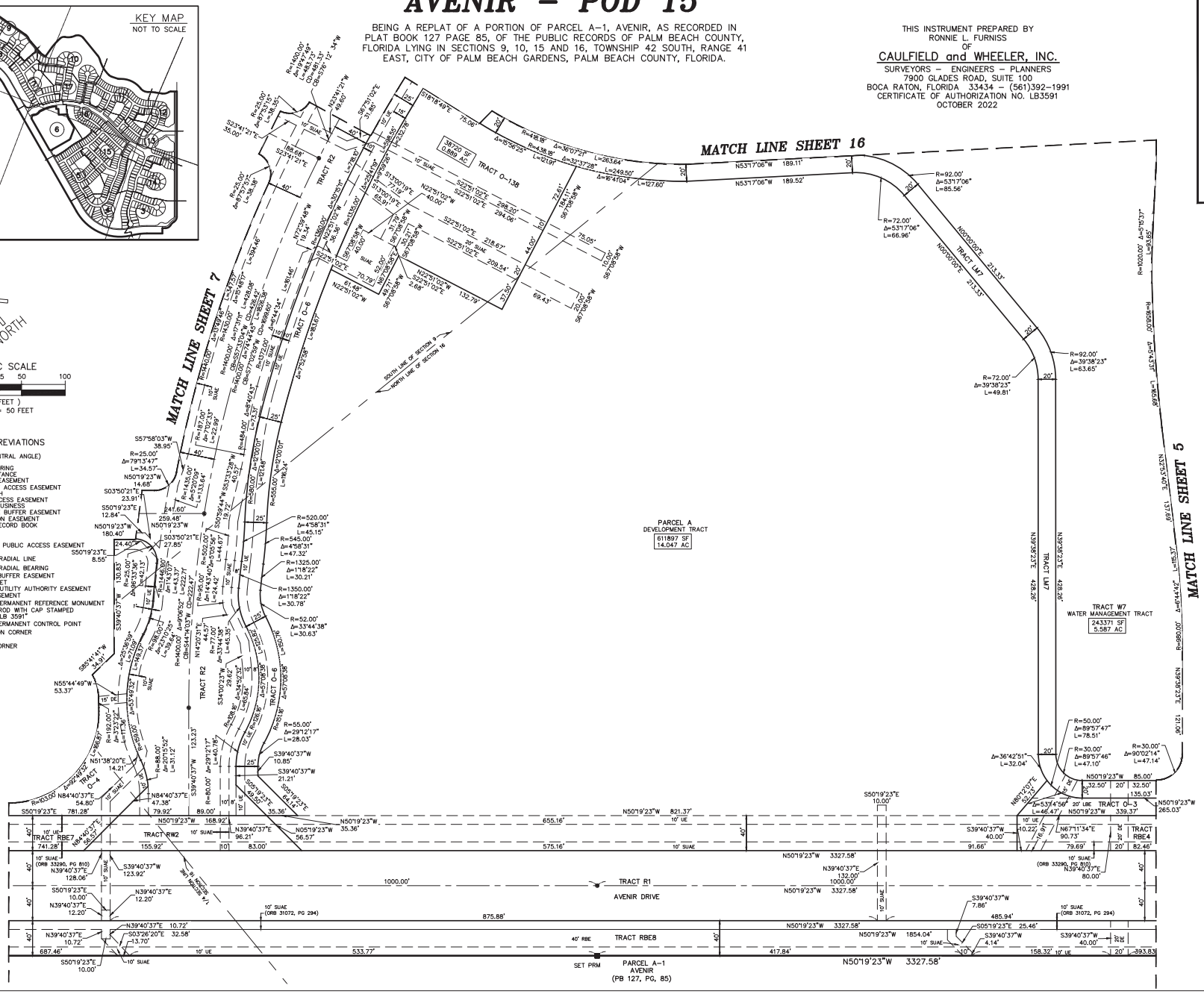

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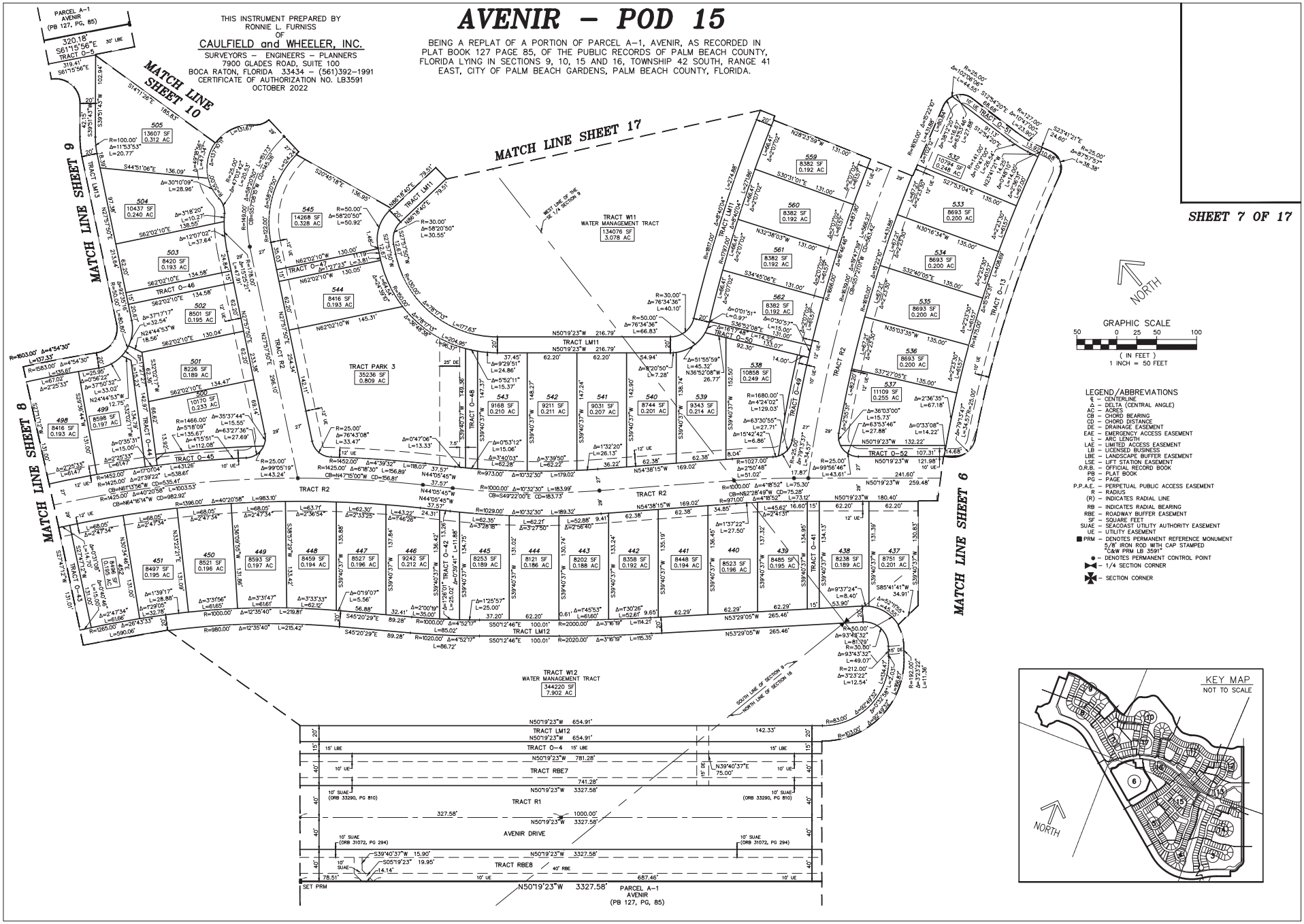
SHEET 7 OF 17



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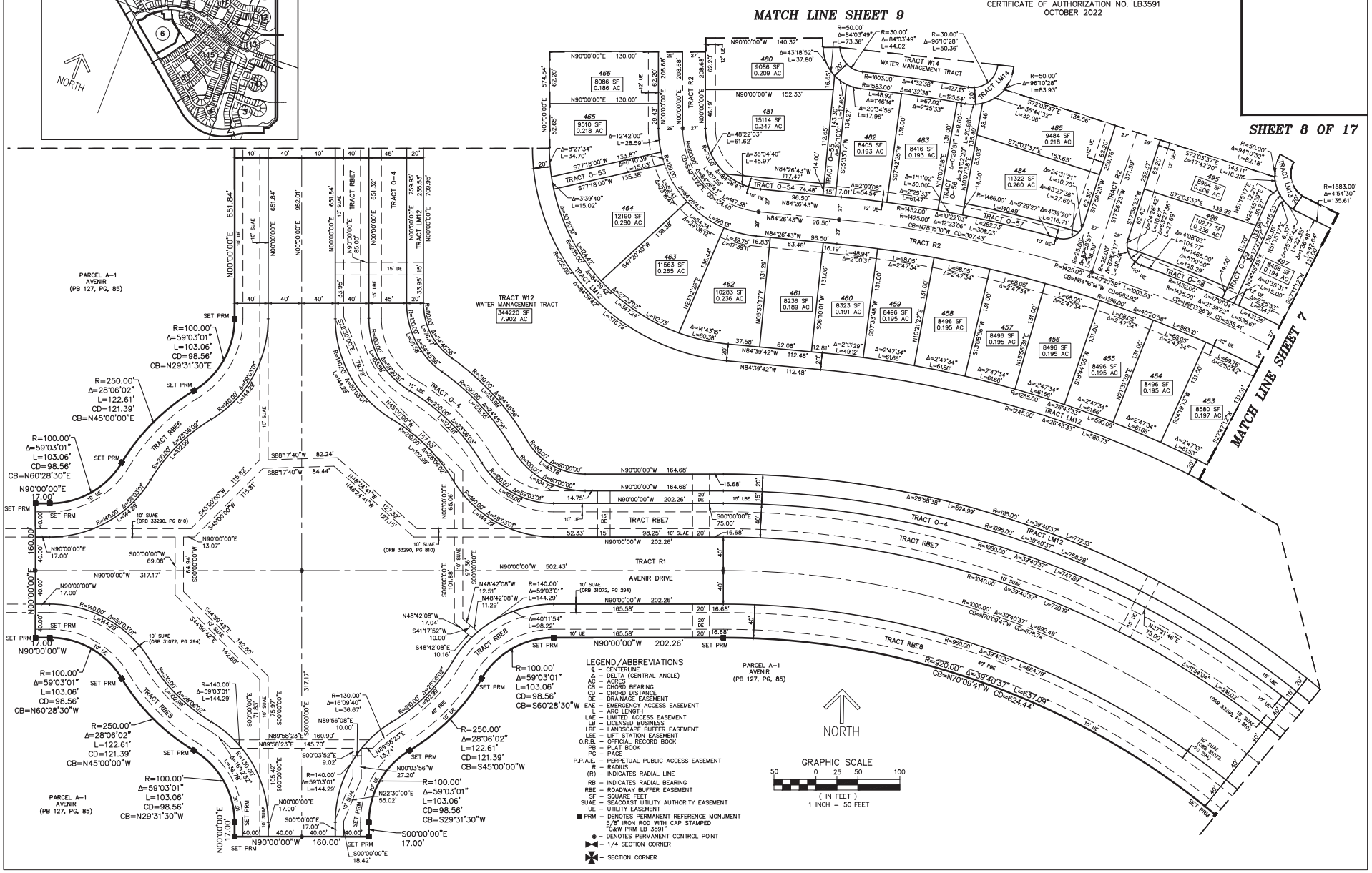

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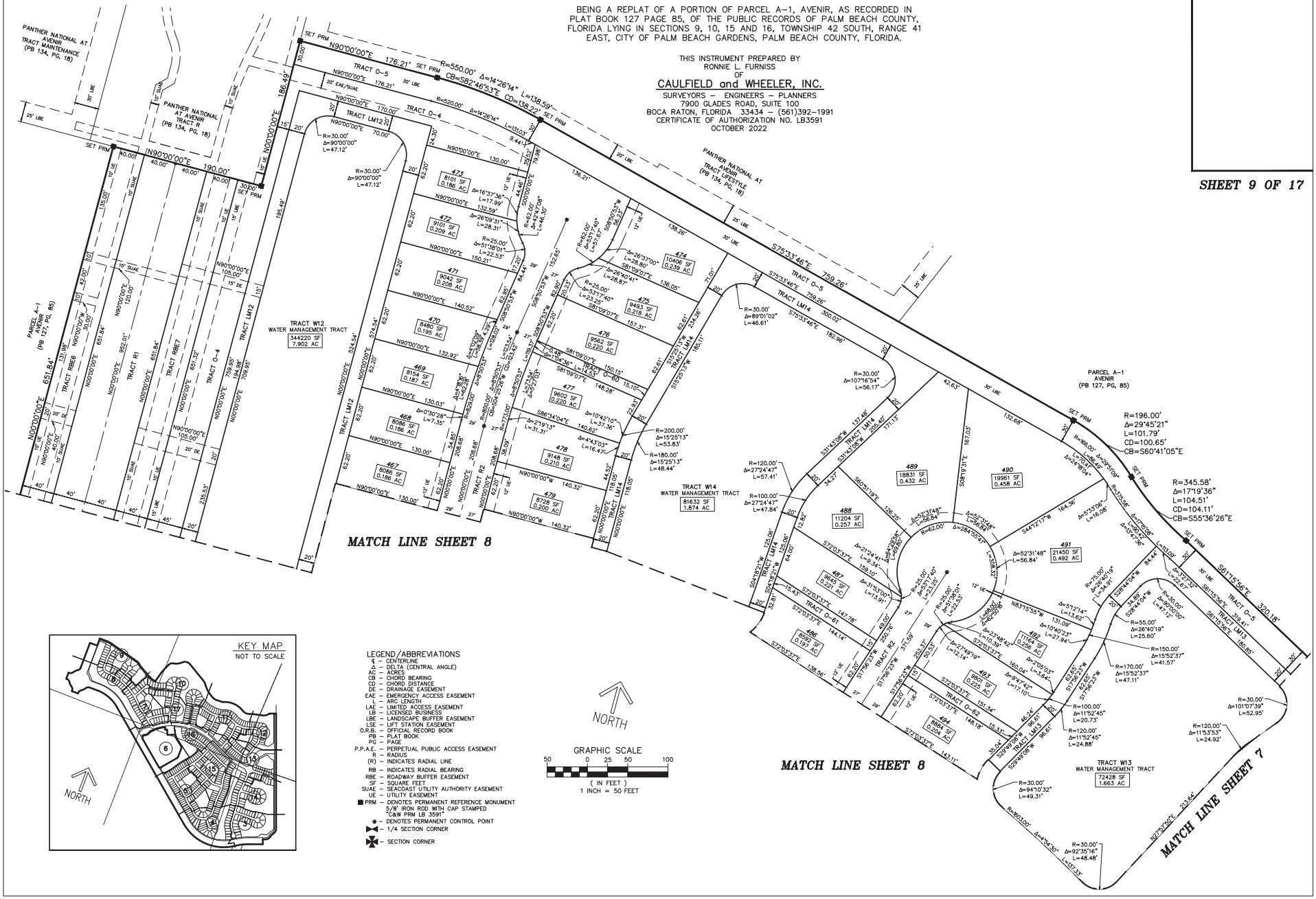

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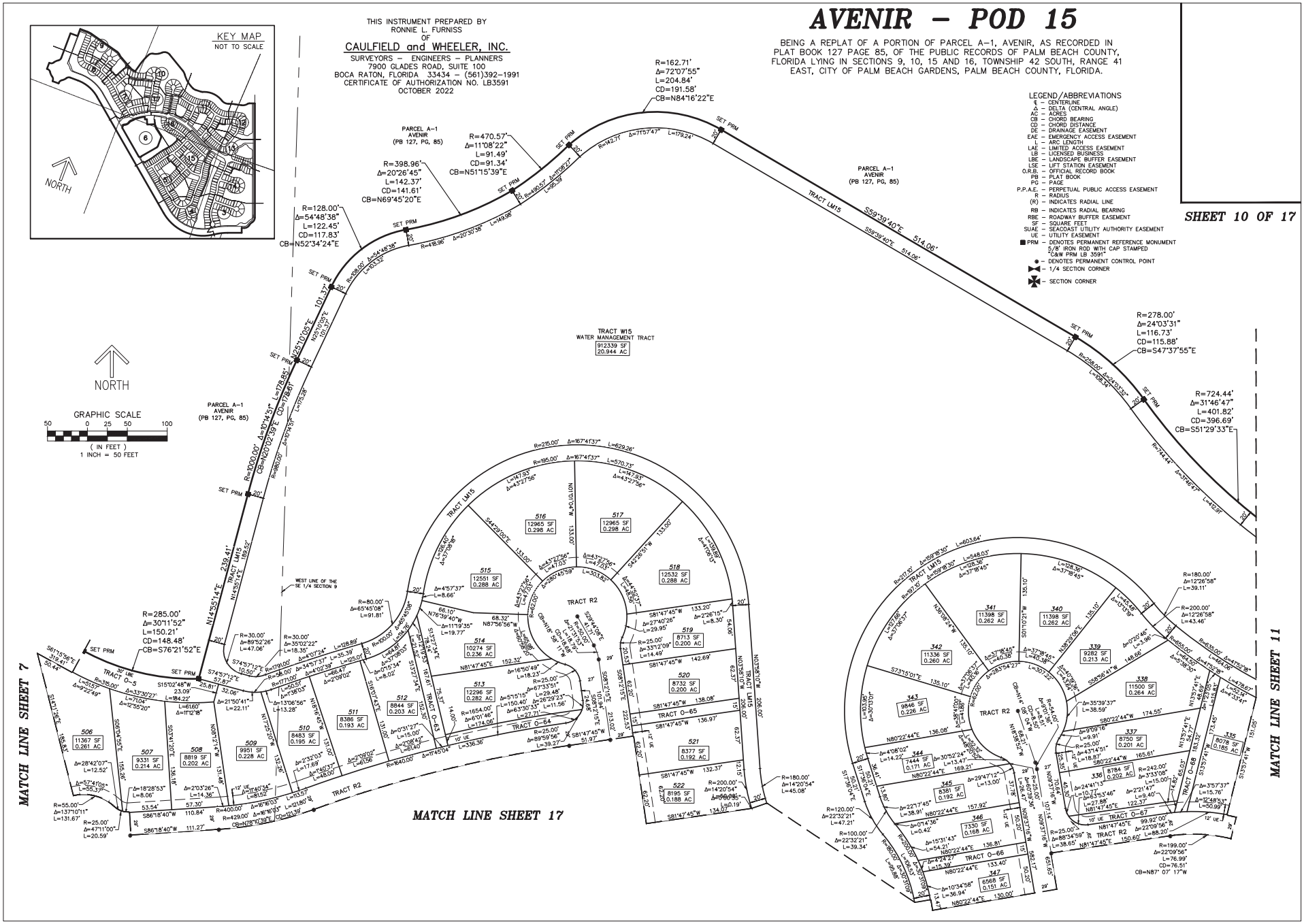

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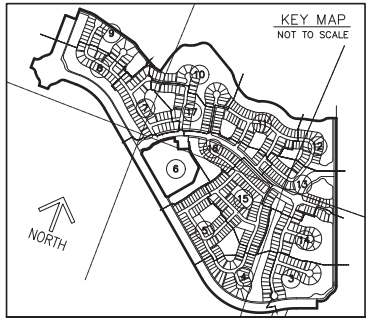

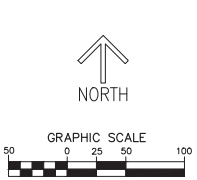

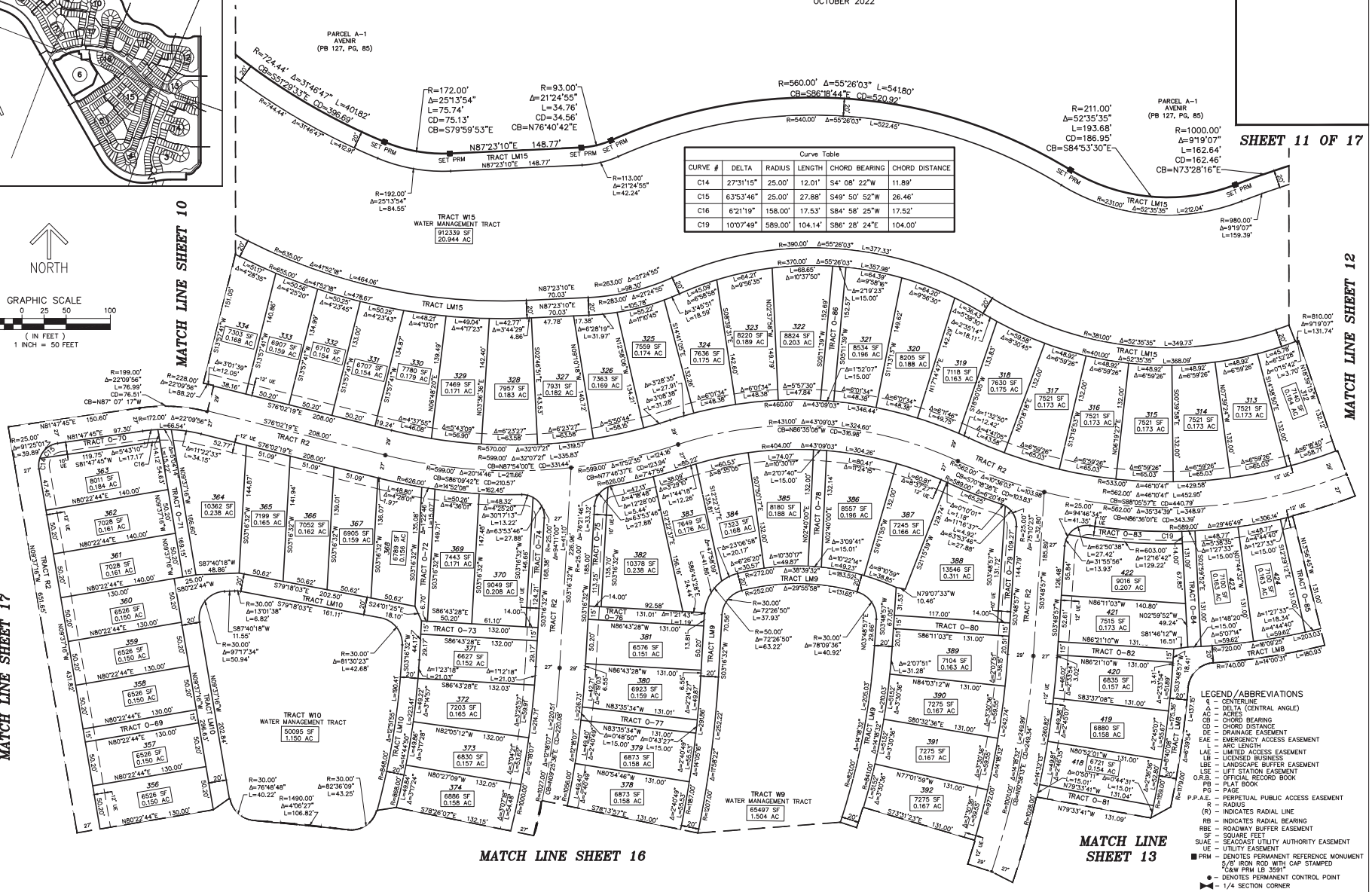

Curve Table					
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C14	27°31'15"	25.00'	12.01'	S4° 08' 22"W	11.89'
C15	63°53'46"	25.00'	27.88'	S49° 50' 52"W	26.46'
C16	6°21'19"	158.00'	17.53'	S84° 58' 25"W	17.52'
C19	10°07'49"	589.00'	104.14'	S86° 28' 24"E	104.00'

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NORTH

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 INCH = 50 FEET

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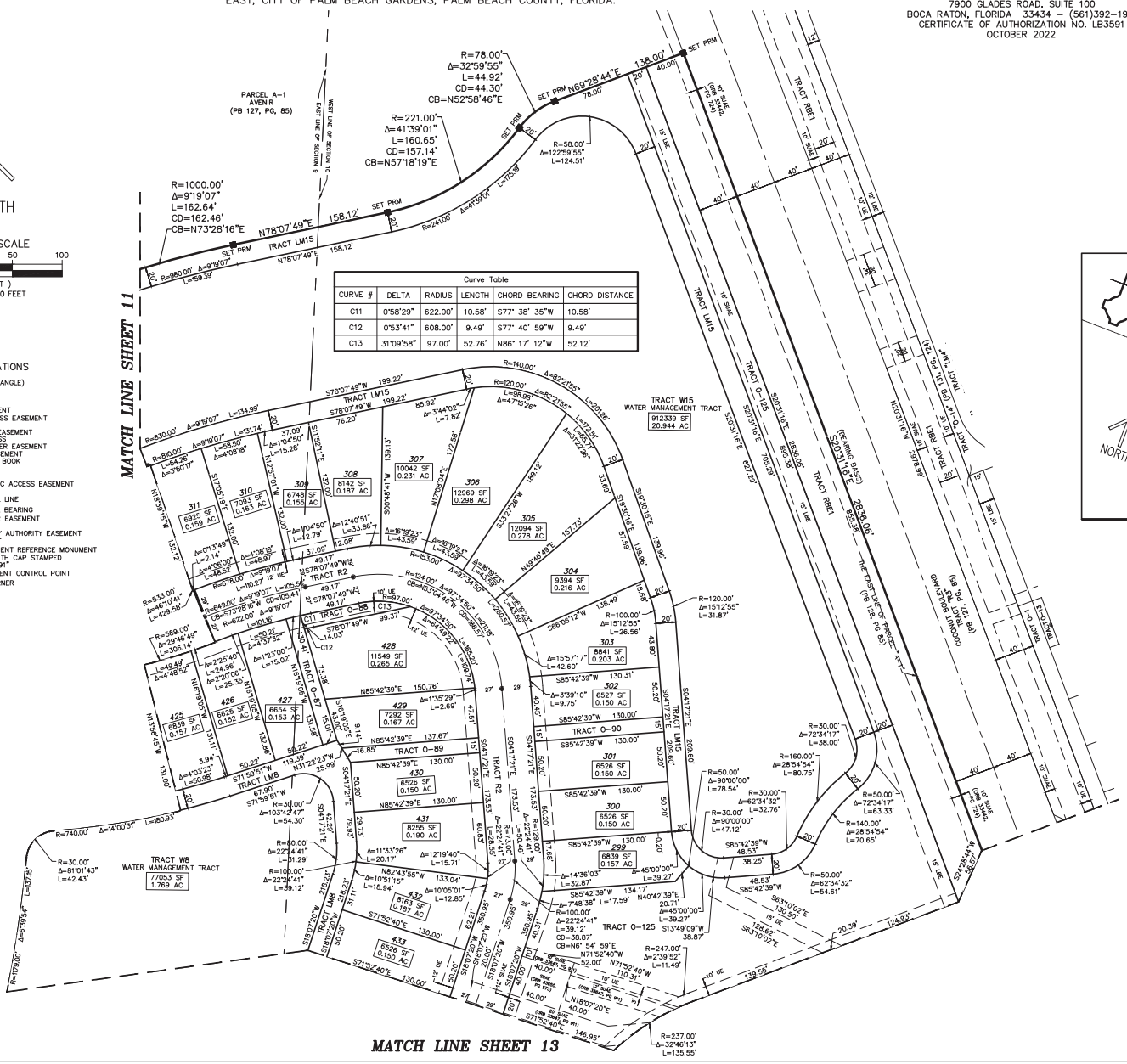
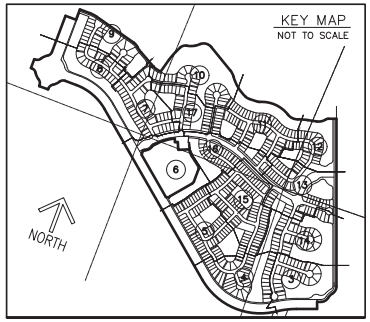
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C11	0°58'29"	622.00'	10.58'	S77° 38' 35"W	10.58'
C12	0°53'41"	608.00'	9.49'	S77° 40' 59"W	9.49'
C13	31°09'58"	97.00'	52.76'	N86° 17' 12"W	52.12'





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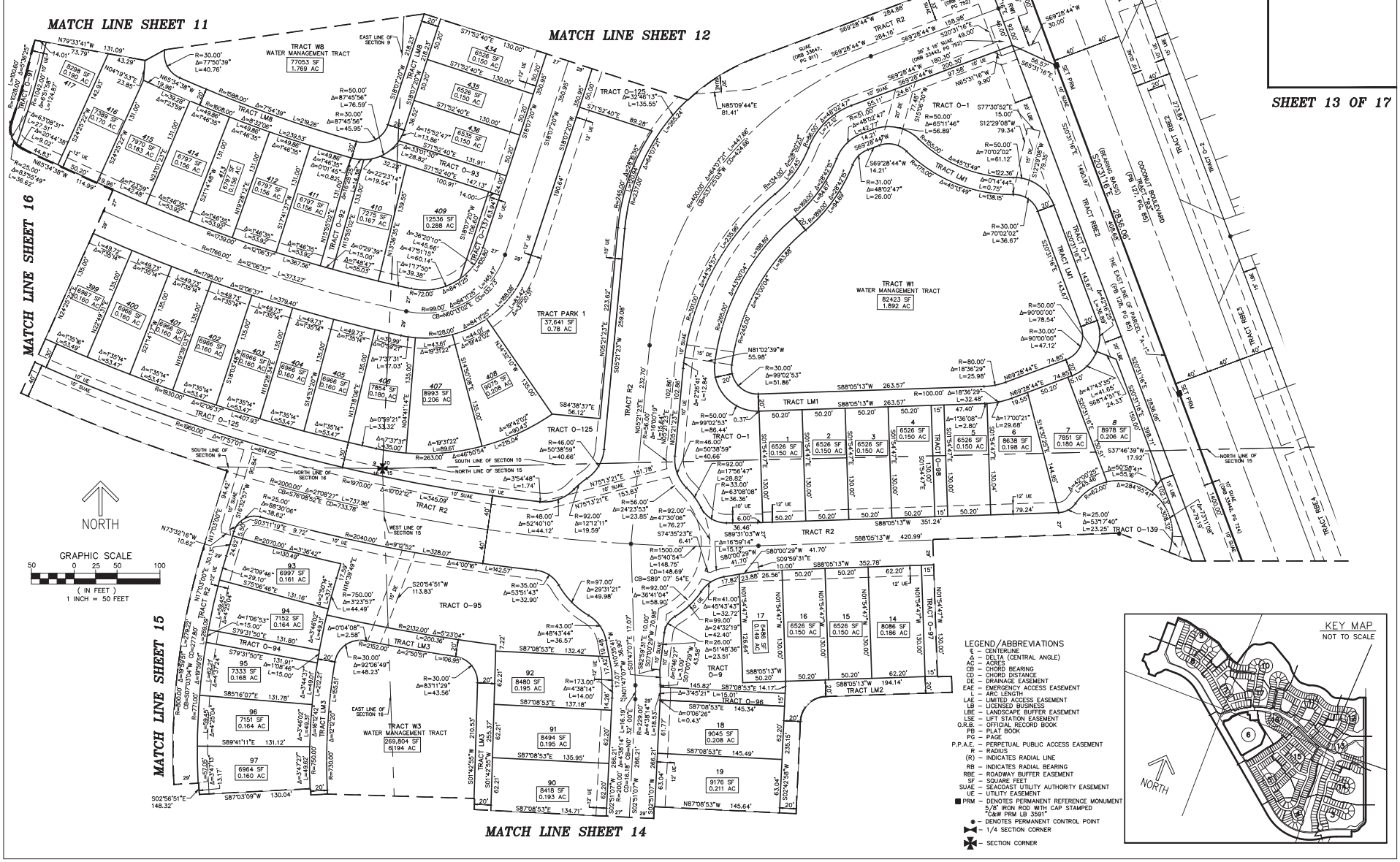

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KEY MAP
NOT TO SCALE

AVENIR – POD 15

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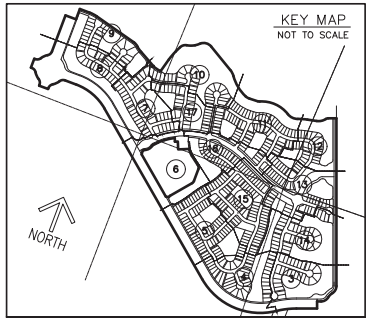

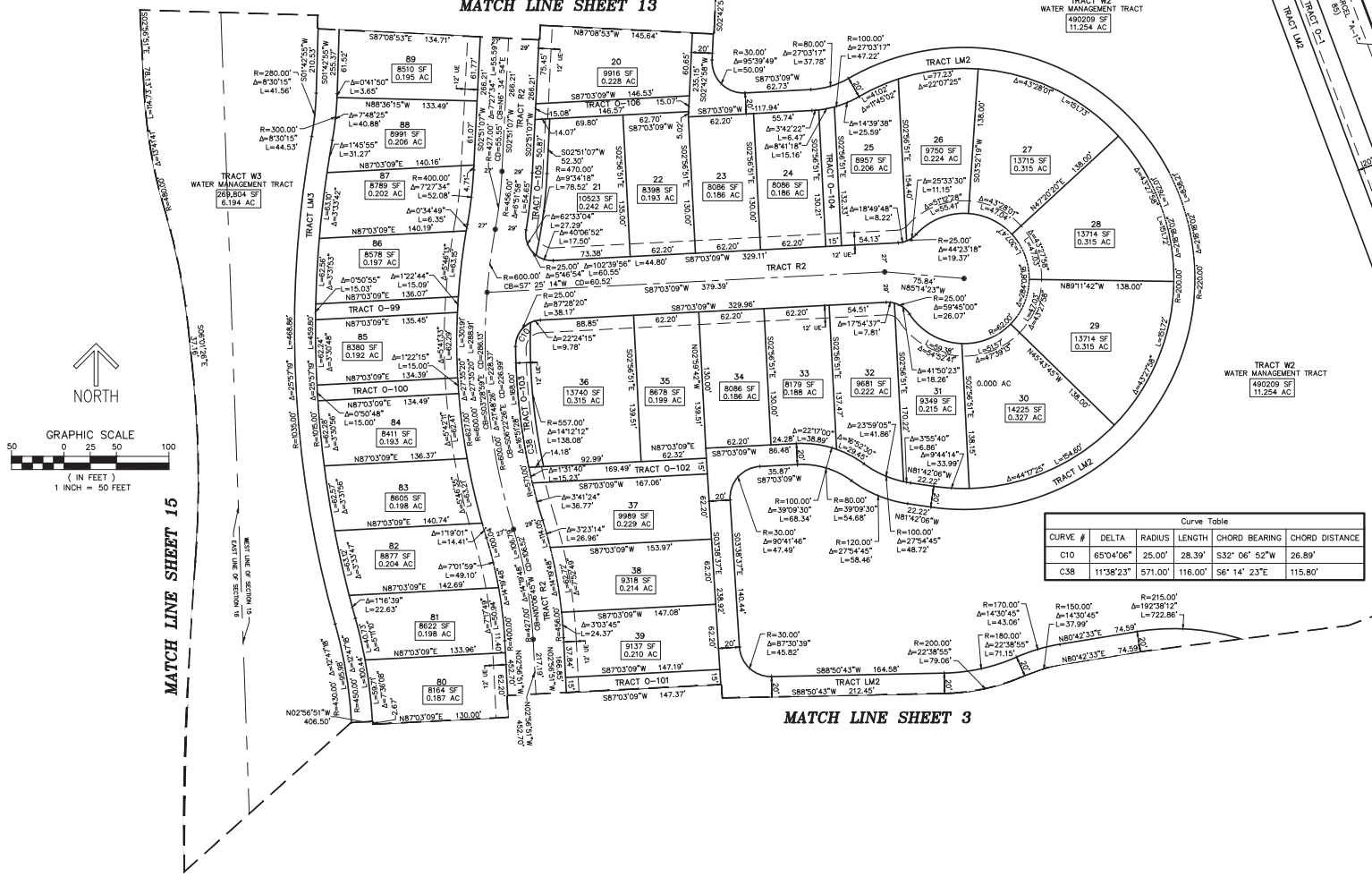

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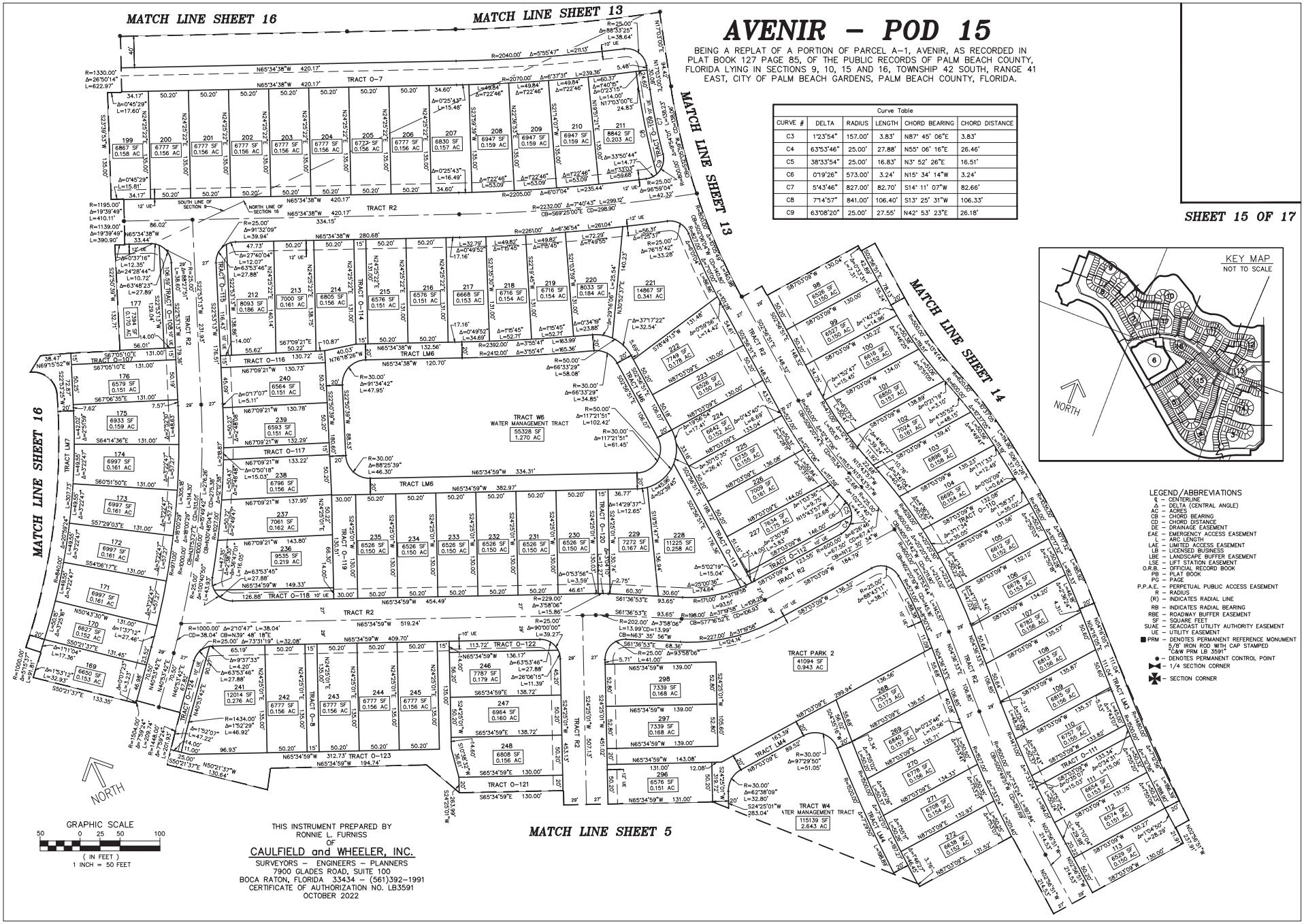
C3	1°23'54"	157.00'	3.83'	N87° 45' 06"E	3.83'
C4	63°53'46"	25.00'	27.88'	N55° 06' 16"E	26.46'
C5	38°33'54"	25.00'	16.83'	N3° 52' 26"E	16.51'
C6	0°19'26"	573.00'	3.24'	N15° 34' 14"W	3.24'
C7	5°43'46"	827.00'	82.70'	S14° 11' 07"W	82.66'
C8	7°14'57"	841.00'	106.40'	S13° 25' 31"W	106.33'
C9	63°08'20"	25.00'	27.55'	N42° 53' 23"E	26.18'



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
OCTOBER 2022

AVENIR – POD 15

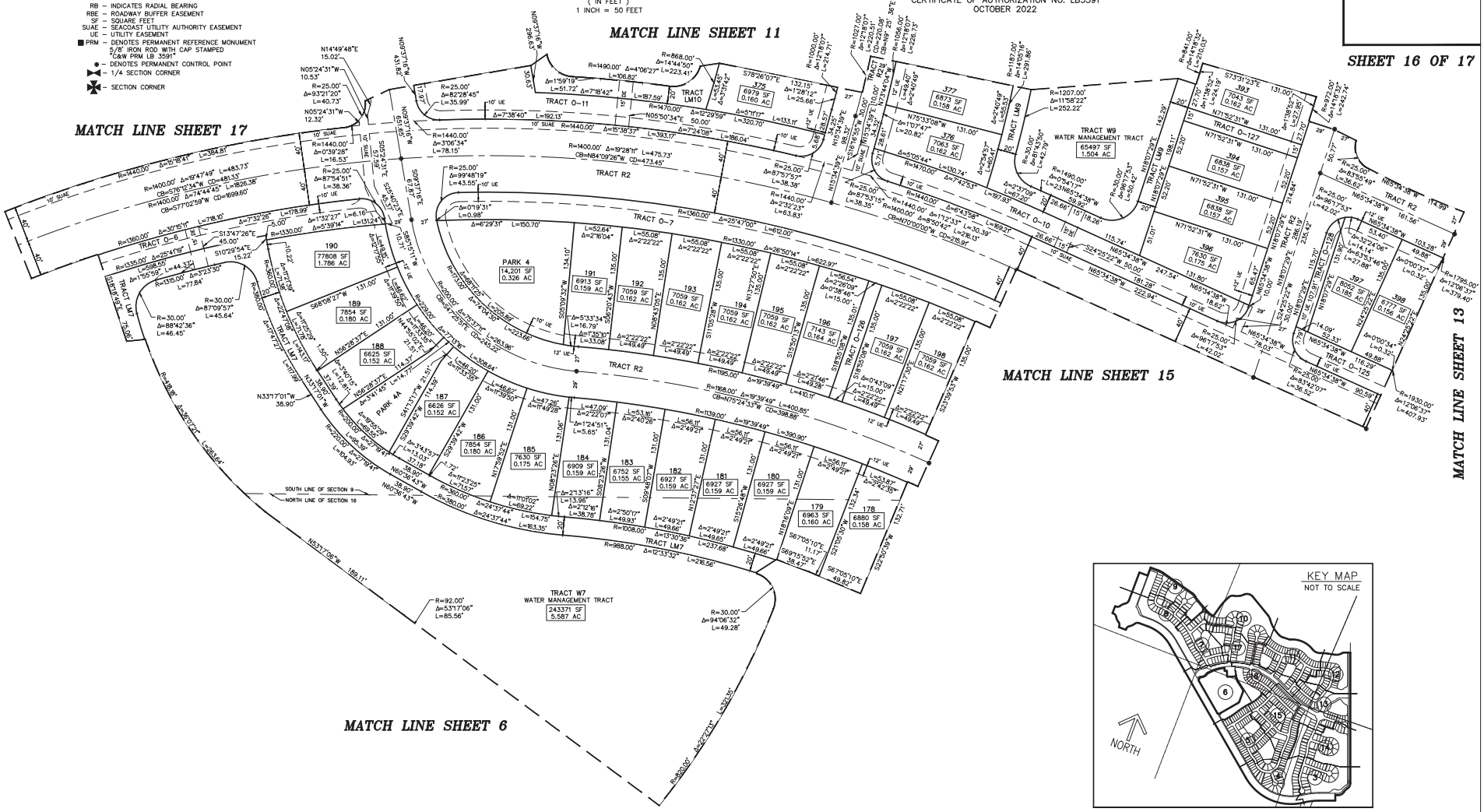
BEING A REPLAT OF A PORTION OF PARCEL A–1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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
OCTOBER 2022

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

NORTH

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 INCH = 50 FEET



AVENIR – POD 15

BEING A REPLAT OF A PORTION OF PARCEL A–1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9, 10, 15 AND 16, 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
OCTOBER 2022

LEGEND/ABBREVIATIONS
- ℄ – CENTERLINE
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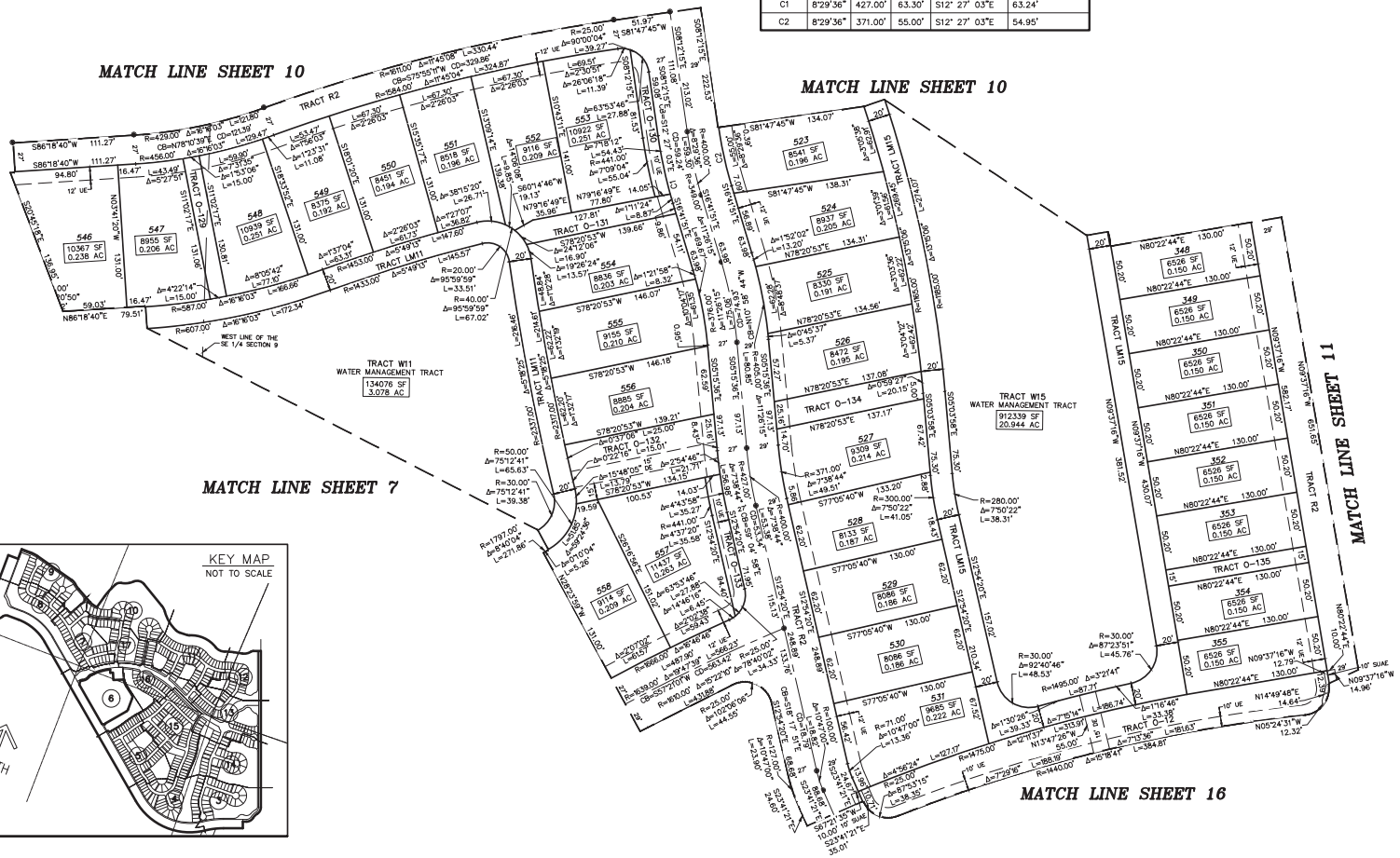
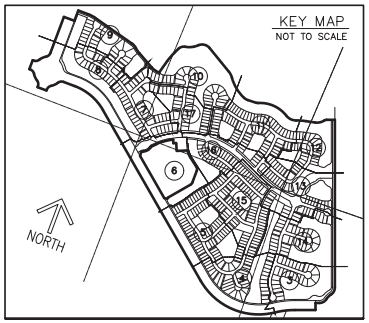
- 1/4 SECTION CORNER
- SECTION CORNER

NORTH

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 INCH = 50 FEET

Curve Table					
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	8°29'36"	427.00'	63.30'	S12° 27' 03"E	63.24'
C2	8°29'36"	371.00'	55.00'	S12° 27' 03"E	54.95'





2021A

WORK AUTHORIZATION NO. 4

For:

AVENIR

AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, FL 33410

And

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

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

For:

SPINE ROAD PHASE FIVE – ENGINEERING SERVICES

Project Number 202119

August 28, 2022

WORK ORDER NO. 3 BETWEEN CLIENT AND CONSULTANT

Client:	Mrs. Virginia Cepero, Chairperson AVENIR COMMUNITY DEVELOPMENT DISTRICT 2501A Burns Road Palm Beach Gardens, FL 33410	***Date:***	August 28, 2022
Project Name:	**AVENIR SPINE ROAD PHASE FIVE**	***Project No:***	**202119**

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 Statues ("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 Panther National Boulevard (f.k.a. 140th Avenue North) from Northlake Boulevard to Avenir Drive, 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	August 28, 2022	*Date*	9/6/2022

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.	FINAL DESIGN AND PERMITTING PHASE	
1.	WATER DISTRIBUTION SYSTEM 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").	$30,000.00
2.	SEWAGE COLLECTION SYSTEM Prepare construction drawings for the proposed gravity sewage collection system to be connected to the proposed lift station and to be extended to the parcels adjacent to the project. Prepare sewage collection system profiles as required by "SUA".	$25,000.00
3.	TWO SEWAGE LIFT STATIONS Prepare hydraulic analysis and total dynamic head calculations required to design the proposed two sewage lift stations to services the adjacent parcels to the spine road as depicted on the conceptual engineering drawings in accordance with the Seacoast Utilities Authority standards. Prepare construction drawings for the sewage left station including the electrical plans required for the design of the pumps control panel.	$50,000.00
4.	SEWAGE TRANSMISSION SYSTEM Prepare hydraulic study and impact analysis as required by Seacoast Utility Authority ("SUA") for master planning of the sewage flow generated by the surrounding parcels. Submit hydraulic study to SUA for review and approval, revised hydraulic study to address SUA's comments. The hydraulic study will be prepared by Tobon Engineering. Prepare construction drawings for the force mains to be installed within	

Consultant CJB	Client _____

	the limits of the spine road in accordance with the SUA's standards. The force main will function as the transmission line required to direct the sewage flows from the proposed two sewage lift station to the existing force main located at Avenir Drive.	$30,000.00
5.	*DRAINAGE SYSTEM* 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: • Water quality pre-treatment • Water quantity attenuation and discharge 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
6.	*ROADWAY PLANS* Prepare construction drawings for the proposed arterial road consisting of a four-lane divided highway (80' right-of-way) with an approximate length of **1.0 mile**. Plans shall include the following items: • Key Sheet • General Notes • Typical Sections • Master water plan • Master sewer plan • Master drainage plan • Plan and Profile • Drainage Details • Miscellaneous Details	$150,000.00
7.	*PAVEMENT MARKINGS AND SIGNAGE* Prepare construction drawings for the roadway pavement marking and signage.	$15,000.00
8.	*DEWATERING PLANS AND CALCULATIONS* Prepare utilities dewatering plans and calculations as required to obtain a dewatering permit from SFWMD.	Included

Consultant CJB	Client _____

9.	*SUBMITTALS & PERMITTING* 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: • Seacoast Utilities Authority • Palm Beach County Utilities • City of West Palm Beach • Palm Beach County Health Department • City of Palm Beach Gardens • South Florida Water Management District	$35,000.00
10.	*SUA DEVELOPER AGREEMENT FOR WATER AND SEWER* 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.	Included
11.	*MEETINGS* Attend virtual and in person meetings as required to obtain plan approval.	Included
12.	*BIDDING AND NEGOTIATION* 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
13.	*PLAN REVISIONS* • Revise plans per adjustments to the entrances to the adjacent parcels as per site plan comments. • Revise plans per review agencies comments. • Revise plans to add water meter connection to Northlake Boulevard.	Included
14.	*NPDES NOTICE OF INTENT ("NOI") FILING PHASE* Prepare a storm water pollution prevention plan and submit to the F.D.E.P. for the purposes of obtaining a Notice of Intent Permit only. Contractor/Client shall be responsible for the implementation and monitoring/reporting of the construction activities.	Not Included, by Client

Consultant CJB	Client _____

15.	UTILITY COORDINATION Submit preliminary plans to the local utility companies for the purpose of identifying the location of the existing utilities and potential conflicts. Prepare list of conflicts and coordinate with the relocation of existing utilities if required to accommodate proposed improvements. Utility relocation plan not included in the scope of services.	Included
	TOTAL FINAL DESIGN AND PERMITTING PHASE =	**$375,000.00**

B.	**PRECONSTRUCTION DESIGN AND PERMITTING PHASE**	
1.	UTILITY COORDINATION AND SEACOAST UTILITIES PRECONSTRUCTION MEETING REQUIREMENTS 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.	$30,000.00
2.	FINAL COST ESTIMATES & BONDS 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
	SITE INFRASTRUCTURE PERMIT 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

Consultant CJB	Client _____

	CONSTRUCTION SITE SECURITY PLAN & PERMIT (NOT REQUIRED) *STREET LIGHT PERMIT (NOT INCLUDED)* ***TOTAL PRECONSTRUCTION DESIGN AND PERMITTING PHASE =***	***$35,000.00***

C.	***CONSTRUCTION INSPECTIONS AND CONTRACT ADMINISTRATION PHASE***	
	Following is a summary of the services to be provided: 1. Review and approve shop drawings. 2. Attend applicable pre-construction meeting. 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. 4. Act as the owner's representative during the required inspections. 5. Respond to contractors RAI. 6. Attend meetings as required by Client, City/County, Architect and Contractor. 7. Review and process payment requisitions if required. 8. Attend Preliminary and Final inspections. ***TOTAL CONSTRUCTION INSPECTIONS AND CONTRACT ADMINISTRATION PHASE =***	***Hourly***

D.	***FINAL CERTIFICATION AND CONVEYANCE PHASE***	
	Following is a summary of the services to be provided on behalf of Client for the final certification and project conveyance: 1. Review and submit certified as-built drawings provided by the surveyor of record. 2. Prepare and process Final Engineer's Certifications for the permitted site improvements. 3. Submit Engineer's daily construction inspection reports. 4. Prepare final conveyance packages and submit to permitting	

Consultant CJB	Client _____

	agencies. 5. Process easement dedications: Client to provide sketch and legal descriptions and opinion of title. 6. Process bond reduction and bond release. ***TOTAL PRECONSTRUCTION AND INSPECTION PHASE =***	***$30,000.00***

	TOTAL SCOPE OF SERVICES =	***$440,000.00***

Consultant CJB	Client _____

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.

Consultant CJB	Client _____

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"

Consultant CJB	Client _____

2021A

WORK AUTHORIZATION NO. 5

For:

AVENIR

AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, FL 33410

And

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

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

For:

SPINE ROAD PHASE SIX – ENGINEERING SERVICES

Project Number 202120

August 28, 2022

WORK ORDER NO. 3 BETWEEN CLIENT AND CONSULTANT

Client:	Mrs. Virginia Cepero, Chairperson AVENIR COMMUNITY DEVELOPMENT DISTRICT 2501A Burns Road Palm Beach Gardens, FL 33410	***Date:***	August 28, 2022
Project Name:	**AVENIR SPINE ROAD PHASE SIX**	***Project No:***	**202120**

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 Statues ("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 Panther National Boulevard (f.k.a. 140th Avenue North) west to the Avenir PCD boundary line, 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	August 28, 2022	*Date*	9/6/2022

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.	*FINAL DESIGN AND PERMITTING PHASE*	
1.	*WATER DISTRIBUTION SYSTEM* 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").	$10,000.00
2.	*SEWAGE COLLECTION SYSTEM* Prepare construction drawings for the proposed gravity sewage collection system to be connected to the proposed lift station and to be extended to the parcels adjacent to the project.	
	Prepare sewage collection system profiles as required by "SUA".	Not Required
3.	*TWO SEWAGE LIFT STATIONS* Prepare hydraulic analysis and total dynamic head calculations required to design the proposed two sewage lift stations to services the adjacent parcels to the spine road as depicted on the conceptual engineering drawings in accordance with the Seacoast Utilities Authority standards.	
	Prepare construction drawings for the sewage left station including the electrical plans required for the design of the pumps control panel.	Not Required
4.	*SEWAGE TRANSMISSION SYSTEM* Prepare hydraulic study and impact analysis as required by Seacoast Utility Authority ("SUA") for master planning of the sewage flow generated by the surrounding parcels. Submit hydraulic study to SUA for review and approval, revised hydraulic study to address SUA's comments.	
	The hydraulic study will be prepared by Tobon Engineering.	
	Prepare construction drawings for the force mains to be installed within	

Consultant CJB	Client _____

	the limits of the spine road in accordance with the SUA's standards. The force main will function as the transmission line required to direct the sewage flows from the proposed two sewage lift station to the existing force main located at Avenir Drive.	Not Required
5.	*DRAINAGE SYSTEM* 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: • Water quality pre-treatment • Water quantity attenuation and discharge 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.	$20,000.00
6.	*ROADWAY PLANS* Prepare construction drawings for the proposed arterial road consisting of a four-lane divided highway (80' right-of-way) with an approximate length of **1.0 mile**. Plans shall include the following items: • Key Sheet • General Notes • Typical Sections • Master water plan • Master sewer plan • Master drainage plan • Plan and Profile • Drainage Details • Miscellaneous Details	$75,000.00
7.	*PAVEMENT MARKINGS AND SIGNAGE* Prepare construction drawings for the roadway pavement marking and signage.	$10,000.00
8.	*DEWATERING PLANS AND CALCULATIONS* Prepare utilities dewatering plans and calculations as required to obtain a dewatering permit from SFWMD.	Included

Consultant CJB	Client _____

9.	*SUBMITTALS & PERMITTING* 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: • Seacoast Utilities Authority • Palm Beach County Utilities • City of West Palm Beach • Palm Beach County Health Department • City of Palm Beach Gardens • South Florida Water Management District	$15,000.00
10.	*SUA DEVELOPER AGREEMENT FOR WATER AND SEWER* 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.	Included
11.	*MEETINGS* Attend virtual and in person meetings as required to obtain plan approval.	Included
12.	*BIDDING AND NEGOTIATION* 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
13.	*PLAN REVISIONS* • Revise plans per adjustments to the entrances to the adjacent parcels as per site plan comments. • Revise plans per review agencies comments. • Revise plans to add water meter connection to Northlake Boulevard.	Included
14.	*NPDES NOTICE OF INTENT ("NOI") FILING PHASE* Prepare a storm water pollution prevention plan and submit to the F.D.E.P. for the purposes of obtaining a Notice of Intent Permit only. Contractor/Client shall be responsible for the implementation and monitoring/reporting of the construction activities.	Not Included, by Client

Consultant CJB	Client _____

15.	*UTILITY COORDINATION* Submit preliminary plans to the local utility companies for the purpose of identifying the location of the existing utilities and potential conflicts. Prepare list of conflicts and coordinate with the relocation of existing utilities if required to accommodate proposed improvements. Utility relocation plan not included in the scope of services.	Included
	TOTAL FINAL DESIGN AND PERMITTING PHASE =	***$135,000.00***

B.	***PRECONSTRUCTION DESIGN AND PERMITTING PHASE***	
1.	*UTILITY COORDINATION AND SEACOAST UTILITIES PRECONSTRUCTION MEETING REQUIREMENTS* 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.	$15,000.00
2.	*FINAL COST ESTIMATES & BONDS* 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.	$1,500.00
	SITE INFRASTRUCTURE PERMIT 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.	$1,500.00

Consultant CJB	Client _____

	CONSTRUCTION SITE SECURITY PLAN & PERMIT (NOT REQUIRED) *STREET LIGHT PERMIT (NOT INCLUDED)* ***TOTAL PRECONSTRUCTION DESIGN AND PERMITTING PHASE =***	***$18,000.00***

C.	***CONSTRUCTION INSPECTIONS AND CONTRACT ADMINISTRATION PHASE***	
	Following is a summary of the services to be provided: 1. Review and approve shop drawings. 2. Attend applicable pre-construction meeting. 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. 4. Act as the owner's representative during the required inspections. 5. Respond to contractors RAI. 6. Attend meetings as required by Client, City/County, Architect and Contractor. 7. Review and process payment requisitions if required. 8. Attend Preliminary and Final inspections. ***TOTAL CONSTRUCTION INSPECTIONS AND CONTRACT ADMINISTRATION PHASE =***	***Hourly***

D.	***FINAL CERTIFICATION AND CONVEYANCE PHASE***	
	Following is a summary of the services to be provided on behalf of Client for the final certification and project conveyance: 1. Review and submit certified as-built drawings provided by the surveyor of record. 2. Prepare and process Final Engineer's Certifications for the permitted site improvements. 3. Submit Engineer's daily construction inspection reports. 4. Prepare final conveyance packages and submit to permitting	

Consultant CJB	Client _____

	agencies. 5. Process easement dedications: Client to provide sketch and legal descriptions and opinion of title. 6. Process bond reduction and bond release. ***TOTAL PRECONSTRUCTION AND INSPECTION PHASE =***	***$15,000.00***

	TOTAL SCOPE OF SERVICES =	***$168,000.00***

Consultant CJB	Client _____

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.

Consultant CJB	Client _____

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"

Consultant CJB	Client _____

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered by date last signed _____ day of _____ , 2022 by and between AVENIR COMMUNITY DEVELOPMENT DISTRICT hereinafter referred to as "Developer", and SEACOAST UTILITY AUTHORITY, hereinafter referred to as "Authority".

WHEREAS, Developer owns or controls lands located in Palm Beach County, Florida, and described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon, hereinafter referred to as the "Development"; and

WHEREAS, Developer desires that the Authority provide central water distribution and sewage collection service for Developer's Property herein described; and

WHEREAS, the Authority is willing to provide, in accordance with the provisions of this Agreement and Authority's prevailing Service Code, central water and sewer services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive an adequate water supply and sewage collection and disposal service from Authority;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Authority hereby covenant and agree as follows:

1. The foregoing statements are true and correct.

2. Developer agrees to strictly adhere to Authority's prevailing Service Code and all other directives of the Authority's Governing Board.

3. Assurance of Title - At the time of execution of this Agreement, the Developer agrees to deliver to Authority a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the Authority in a form and substance satisfactory to Authority with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

4. Fees - To induce Authority to provide water and sewer service to the Property, Developer hereby agrees to pay to Authority the following fees:

a. Connection Charges- Payment for the allocable portion of water treatment plant, sewage treatment plant, master water transmission lines and master pumping stations and sewage force mains as described in Exhibit "B". If service to the Property is contemplated to be made through a bulk service agreement between the Authority and Palm Beach County, as may be amended from time to time (the "County Bulk Service Agreement"), the Developer shall pay the Connection Charges, sometimes called "Capacity Fees", associated with purchasing the next increment of capacity under the County Bulk Service Agreement necessary to serve the Development. If Developer pays for more capacity than is necessary to serve the Development upon buildout due to the minimum permissible increments of capacity that can be reserved under the County Bulk Sale Agreement, then the excess capacity purchased by Developer shall then be sold to the next developer or developers reserving capacity under the County Bulk Service Agreement, to the extent of such developer's needs, and Developer shall be refunded the cost of

purchasing such excess capacity, when and as other developers reserve and pay for that capacity.

b. Administrative Fee - Payment to defray the cost of document preparation, plan review, inspection and engineering coordination. This fee shall be paid to the Authority at the time plans are submitted for review. No portion of this fee shall be refundable.

c. Meter Fee - The charge imposed by the Authority for the water meter, meter box, and appurtenances, together with the installation of these facilities, installed at the request of Developer. Said charge shall be paid in accordance with Authority's Water Service Policy.

d. Deposit – This fee shall be paid upon submittal of the water and/or sewer service application form.

Payment of the connection charges does not and will not result in Authority waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Authority shall not be obligated to refund to Developer any portion of the value of the connection charges for any reason whatsoever, except for that which may be provided for in Exhibit "B", nor shall Authority pay any interest or rate of interest upon the connection charges paid.

Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the water or sewer facilities and properties of Authority, and all prohibitions applicable to Developer with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities, except for that which may be provided in Exhibit "B".

Any user or consumer of water or sewer service shall not be entitled to offset any bill or bills rendered by Authority for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Authority, including claims for breach of contract, damages or charges of the like of Authority.

5. Payment - Developer shall pay connection charges for 100% of the capacity reserved at the time of execution of the developer agreement. This payment may be for the entire project or for specific phases, however capacity shall only be reserved for that portion for which connection charges have been paid. In the event Developer elects to pay connection charges in phases, he shall pay such connection charges as stated above for each phase prior to the commencement of each such phase.

6. Equivalent Residential Connections Reserved - The parties agree that the capacity needed to provide service to the Development for water supply and wastewater removal is set forth on Exhibit "B". Developer agrees that the overall water and wastewater capacity demand for the Development will not exceed the number of ERCs reserved hereby.

7. On-Site Installation - To induce Authority to provide the water treatment and sewage collection and disposal facilities, and to continuously provide consumers located on the Property with water and sewer services, unless otherwise provided for herein, Developer hereby covenants and agrees to construct and to transfer ownership and control to Authority, the on-site water distribution and sewage collection systems represented in Exhibit "C" herein. The term "on-site water distribution and sewage collection systems" means and includes all water distribution and

supply mains, lines and pipes, and related facilities, and sewage collection lines, facilities and equipment, including pumping stations, constructed within the boundaries of Developer's property adequate in size to serve each lot or unit with the property or as otherwise required by Authority, which are referred to in Exhibit "C" hereof and will be dedicated by Developer to Authority. Water mains shall be designed and constructed in accordance with Authority standards and of sufficient capacity to provide minimum flow required by NFPA 13 Section 18.4, as amended from time to time. The developer shall cause approved automatic fire sprinkler systems, separate from domestic water meter, to be installed for each individual residence exceeding 4,999 square foot of total building area, or as may be otherwise dictated by applicable laws and regulations, as amended from time to time.

Upon completion of construction, Developer's engineer of record shall submit to Authority all proper documentation as described in Authority's Developer Procedures and Construction Standards and Specifications. Developer understands and agrees that Authority will withhold service to the property until all items are received and found to be acceptable to Authority.

By these presents, Developer hereby covenants to transfer to Authority title to all water distribution and sewage collection systems installed by Developer or Developer's contractor represented in Exhibit "C" of this Agreement dealing with those sanitary collection and potable water supply facilities that will be transferred from Developer to Authority, pursuant to the provisions of this Agreement. Such conveyance shall take effect at the time Authority issues its final letter of acceptance. Developer agrees to warrant and/or guaranty all utility facilities being dedicated to Authority against faulty workmanship and defective materials for a period of one (1) year from the date of Authority's final letter of acceptance. Developer covenants to indemnify and save harmless the Authority for any loss, damages, costs, claims, suits, debts or demands by reason of defects in the systems for a period of one year from the date of the final letter of acceptance by the Authority.

Authority agrees that the issuance of the final letter of acceptance for the water distribution and sewage collection systems installed by Developer shall constitute the assumption of responsibility by Authority for the continuous operation and maintenance of such systems from that date forward, subject to the terms and conditions contained herein. Developer understands and agrees that the Authority shall assume ownership and responsibility for facilities only up to the point of service as defined by the Authority. Developer agrees to pay all costs associated with adjusting or relocating facilities herein dedicated to Authority during and after the warranty period when such adjustments or relocations are caused by changes initiated by Developer or his successors and assigns.

In the event that Authority, for whatever reason, does not take possession, ownership and control of on-site facilities constructed by the Developer, and provides master metered service to the Developer for the use of several customers within the on-site facilities, the Developer shall be required to maintain water quality at each individual outlet which is in compliance with all drinking water standards promulgated by the Florida Department of Environmental Protection and Palm Beach County Health Department. At no time shall such water quality standards be required to be in excess of those attained at Authority's point of delivery to the master meter.

8. Off-Site Installation - Developer may be required to construct or improve, at his sole expense, certain off-site water and/or sewer facilities, if necessary, in order to connect Developer's on-site facilities to Authority's existing water and/or sewer systems. All provisions in Section 8 above, entitled On-Site Installation, pertaining to specifications, plans, permits and approvals shall also be applicable to all off-site water and sewer facilities construction. If applicable, such off-site facilities to be dedicated to the Authority shall be shown on Exhibit “B”.

9. Easements - Developer hereby grants and gives to Authority, its successors and assigns, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain or

operate the water and sewer facilities to serve the Property; and the exclusive right or privilege to construct, own, maintain, alter, replace and operate said facilities in, under, upon, over and across the present and future streets, roads, alleys, easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants which are independent of said record plats. Developer agrees to utilize Authority's standard form of easement deed and to provide title insurance as described in Authority's Developer Procedures for all on-site and off-site easements. Developer shall obtain any and all necessary off-site easements that may be required in order to carry out the terms, conditions and intent hereof, at Developer's expense, and shall convey same to Authority in accordance with this paragraph. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way, or give to Authority assurance by way of a "non-disturbance agreement", that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Authority, and not extinguish the Authority's easement rights. All water distribution and sewage collection facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes.

Developer hereby further agrees that the foregoing grants or promises of grants include the necessary right of ingress and egress to any part of the property upon which Authority is constructing or operating such facilities; that the foregoing grants shall be for such period of time as Authority or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water and sewer facilities, that in the event Developer and Authority agree that Authority is to install any of its water or sewer facilities in lands within the Property lying outside the streets and easement areas described above, then Developer or the owners shall grant to Authority, without cost or expense to Authority, the necessary easement or easements for such "private property" installations. Authority covenants that it will use due diligence in ascertaining all easement locations; however, should Authority install any of its facilities outside a dedicated easement area, Authority will not be required to move or relocate any facilities lying outside a dedicated easement area, so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. The use of easements granted by Developer to Authority shall preclude the use by other utilities of these easements, such as for cable television, telephone, electric or gas utilities, unless otherwise agreed to in writing by Authority.

In the event Developer fails to actually deliver such easement, upon the Authority's election, this document shall serve as Authority's authorization to substitute this Agreement as a recorded easement sufficient for Authority's needs.

Developer hereby affirms that, to the best of Developer's knowledge and belief, all properties within which water and/or sewer facilities are to be constructed are free of soil and ground water contamination. Developer hereby indemnifies and holds Authority harmless for all claims and damages resulting from such contamination, whether existing before development began or occurring during or after development.

10. Agreement to Serve - Upon the completion of construction of the on-site and off-site water and sewer facilities required hereunder by Developer, its inspection, the issuance of the final letter of acceptance by Authority, and when all appropriate governmental agency approvals have been received, and when utility systems are in compliance with Authority's Service Code, and the other terms of this Agreement, Authority covenants and agrees that it will connect or oversee the connection of the water distribution and sewage collection facilities installed by Developer to the central facilities of Authority in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable

governmental authorities. Authority agrees that once it provides water and sewer service to the Property and Developer or others have connected consumer installations to its system, that thereafter Authority will continuously provide, at its cost and expense, but in accordance with other provisions of this Agreement, including rules and regulations and rate schedules, water and sewer service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Authority.

11. Exclusive Right to Provide Service - Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing potable water and sewer services to the Property during the period of time Authority, its successors and assigns, provide water and sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Authority shall have the sole and exclusive right and privilege to provide water and sewer services to the Property and to the occupants of such residence, building or unit constructed thereon, except for the providing by Developer, from its own sources and lines, of water for irrigation uses.

12. Rates - Authority agrees that the rates to be charged to Developer and individual consumers of water and sewer services shall be those set forth in the Service Policies of Authority. However, notwithstanding any provision of this Agreement, Authority, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced. Authority shall also be permitted to establish rates and charges for customers served through the County Bulk Sale Agreement that differ from those charged to Authority customers being served through Authority-owned capacity, provided said rates and charges are fair and equitable.

Notwithstanding any provision in this Agreement, Authority may establish, amend or revise, from time to time in the future, and enforce rules and regulations covering water and sewer services to the Property, including the Authority's Service Code. In the event of a conflict of the provisions of this Agreement, such rules and regulations shall control.

Any such initial or future increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Authority from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the water and sewer services provided to the Property by Authority.

13. Binding Effect of Agreement - This Agreement shall be binding upon and shall inure to the benefit of Developer, Authority and their respective assigns and successors by merger, consolidation, conveyance or otherwise subject to the terms and conditions of this Agreement as contained herein. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to Third Parties, except in the case of a bona fide sale of Developer's Property, or other valid transfer or assignment of Property, including, without limitation, the transfer or assignment of the Property as a result of a judicial proceeding such as mortgage foreclosure or sale, and assignment for the purposes of obtaining financing. In any such case, the Developer shall provide a Notice or evidence of such assignment, or partial assignment as the case may be, to Authority. Nothing herein shall preclude sales of individual units and assignment of rights of water and sewer service pertaining thereto.

14. Notice - Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail, facsimile, or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, FL 33410
Attention: Virginia Cepero, Chairperson

and to Authority, at:
SEACOAST UTILITY AUTHORITY
4200 Hood Road
Palm Beach Gardens, FL 33410
Attention: Engineering Services Specialist

15. Laws of Florida - Regardless of where executed, this Agreement shall be governed by the laws of the State of Florida. Notwithstanding contrary principles of conflicts of law, if any, and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authorities, if applicable.

16. Costs and Attorney's Fees - In the event the Authority or Developer are required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees.

17. Force Majeure - In the event that the performance of this Agreement by Authority is prevented or interrupted in consequence of any cause beyond the control of Authority, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, any and all governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation by governmental entities having jurisdiction over the operation of Authority or otherwise having valid legal jurisdiction, excluding any acts or rules or regulations adopted by Authority, or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

18. Indemnification - Developer agrees to indemnify and hold Authority harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which Authority may become subject by reason of or arising out of Developer's breach or non-performance of this Agreement. This indemnification provision shall survive the actual connection to Authority's water and sewer systems.

MISCELLANEOUS PROVISIONS

19. Recordation of Agreement - Upon completion of execution of this Agreement by Developer and Authority, Authority shall cause a Memorandum of Agreement to be recorded with the Clerk of the Circuit Court of Palm Beach County.

20. The rights, privileges, obligations and covenants of Developer and Authority shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

21. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Authority, made with respect to the matters herein contained, and when duly executed, fully constitutes the agreement between Developer and Authority. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by all signatories herein.

22. In the event that Developer does not move forward with development of the Property, or development on any parcel of the Property if the Property consists of multiple parcels, within twelve (12) months from the date of this Agreement, this agreement shall become null and void. Authority shall not be required to return any fees or charges previously paid to Authority.

23. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

24. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

25. The submission of this Developer Agreement for examination by Developer does not constitute an offer, but becomes effective only upon execution thereof by Authority.

26. Notwithstanding the gallonage calculations that could be made hereunder relative to ERCs, by an execution hereof, Developer agrees that the intention of this agreement is to reserve a given number of units of capacity for the Property described in Exhibit "A" and not for purposes of any other calculations.

27. It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

28. The parties hereto recognize that prior to the time Authority may actually commence upon a program to carry out the terms and conditions of this Agreement, Authority may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of Authority. The Authority agrees that it will diligently and earnestly, at Developer's sole cost and expense, make the necessary and proper applications to all governmental authorities and will pursue the same to the end and that it will use its best efforts to obtain such approval. Developer, at his own cost and expense, agrees to provide necessary assistance to Authority in obtaining the approvals provided for herein. Upon execution of this Agreement, Authority may require the payment of a reasonable fee to defray Authority's legal, engineering, account, administrative and contingent expenses.

29. In order to ensure that Authority has a suitable location to station personnel and store equipment and materials to serve the Development, all usable soils displaced by the water and sewer infrastructure installation of this project shall be placed at a location acceptable to the Authority.

30. In the event that the Authority requires that relocation or improvement of existing water and sewer utilities are necessary for the Developer's property, Developer will bear the cost in full for such improvements or relocations.

31. Failure to insist upon strict compliance of any of the terms, covenants or conditions herein shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

32. Authority shall, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

33. This Agreement is binding on the successors and assigns of the parties hereto.

34. There shall be no liability whatsoever on Authority for failure to deliver water and/or sewer service to Developer according to Developer's needs or schedules. This Agreement constitutes a promise of good faith and not a timetable for delivery of utility services.

35. Developer and its successors and assigns shall be responsible for the cost, including any additional capacity fees the Authority may incur, for water during and after construction utilized for flushing, testing, and maintaining chlorine residuals to ensure that there are sufficient and ongoing sustainable flows within the mains to maintain sufficient chlorine residuals to meet drinking water standards throughout the projects distribution system.

36. Unless otherwise approved in writing by the Authority, potable water shall be used to irrigate all turf and landscaping within the Property, including lot irrigation. The Developer may propose, as an alternative, potable water system flushing infrastructure to be operated by the Authority, but for which Developer, successors and assigns shall pay all operational expenses, including but not limited to charges for water used for flushing.

37. Each party hereby agrees to grant such further assurances and provide such additional documents as may be reasonably required, each by the other, in order to carry out the terms, conditions and comply with the express intention of this Agreement.

IN WITNESS WHEREOF, Developer and Authority have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

AUTHORITY:
SEACOAST UTILITY AUTHORITY

By: _____
Andrew Lukasik, Chair

Attest: _____
Jessica Moore, Authority Clerk

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 Andrew Lukasik, and Jessica Moore, Chair and Authority Clerk, respectively of Seacoast Utility Authority, who are both personally known to me.

_____
Notary Signature

_____
Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

WITNESSES:

DEVELOPER:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

_____
Witness Signature

By: _____
Virginia Cepero, Chairperson

_____
Witness Signature

STATE OF _____
COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

_____
Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

JOINDER AND CONSENT OF PROPERTY OWNER

(If other than the Developer)

WITNESSES:

_____

_____

PROPERTY OWNER:

_____

_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

_____
Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

MORTGAGEE JOINDER AND CONSENT

The undersigned Mortgagee does hereby join in and consent to this Developer Agreement for the purpose of acknowledging and agreeing that its mortgage, which is recorded in Official Record Book____, Page____, of the Public Records of Palm Beach County, Florida shall be subordinated to the obligations, covenants and conditions contained in the Developer Agreement and that the obligations, covenants and conditions contained in the Developer Agreement shall not be subject to extinguishment by foreclosure.

IN WITNESS WHEREOF, _____

has caused these presents to be executed in its name this _____day of _____, 2022.

WITNESSES:

Signed, sealed and delivered
In the presence of:

_____
Witness Signature

_____

_____
Print Name

_____
Witness Signature

_____
Print Name

STATE OF _____
COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

WITNESS my hand and official seal in the County and State aforesaid this

_____day of _____, 2022.

Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

PROPERTY DESCRIPTION

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 637.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 624.44 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, S00°00'00"E, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE, S00°00'00"E, A DISTANCE OF 1837.71 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33° 26' 47", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 630.45 FEET, AND WHOSE LONG CHORD BEARS SOUTH 16° 43' 24" WEST FOR A DISTANCE OF 621.54 FEET; THENCE, S33°26'47"W, A DISTANCE OF 950.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32° 47' 43", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 526.59 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17° 02' 56" WEST FOR A DISTANCE OF 519.43 FEET; THENCE, S00°39'05"W, A DISTANCE OF 427.54 FEET; THENCE, S07°52'46"E, A DISTANCE OF 202.24 FEET; THENCE, S00°39'05"W, A DISTANCE OF 335.17 FEET; THENCE, S44°20'55"E, A DISTANCE OF 141.42 FEET; THENCE, N89°20'56"W, A DISTANCE OF 213.46 FEET; THENCE, N88°54'50"W, A DISTANCE OF 207.30 FEET; THENCE, N45°52'07"E, A DISTANCE OF 141.96 FEET; THENCE, N00°39'05"E, A DISTANCE OF 333.61 FEET; THENCE, N09°10'55"E, A DISTANCE OF 202.24 FEET; THENCE, N00°39'05"E, A DISTANCE OF 427.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 47' 43", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 618.18 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 02' 56" EAST FOR A DISTANCE OF 609.77 FEET; THENCE, N33°26'47"E, A DISTANCE OF 950.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33° 26' 47", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 537.05 FEET, AND WHOSE LONG CHORD BEARS NORTH 16° 43' 24" EAST FOR A DISTANCE OF 529.46 FEET; THENCE, N00°00'00"E, A DISTANCE OF 1837.71 FEET; THENCE, N90°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

PAYMENT SCHEDULE

Developer acknowledges that no capacity has been reserved by this agreement and that when service is required, if service is available, Developer or its assigns will pay the then prevailing fees, including, but not limited to connection fees and capacity reservation fees. Developer will submit detailed construction plans to the Authority for review and approval prior to construction of any water and sewer facilities intended to be dedicated to the Authority. The Authority shall be the sole judge as to the acceptability of the plans to conform with the Authority's Service Code.

EXHIBIT "B"

WATER AND SEWER SYSTEM CONTRIBUTIONS

The Developer shall provide, install and dedicate to Authority all pipe, services, mains and appurtenances thereto in accordance with the Authority's standards and specifications as indicated on the plans drawn by Ballbe & Associates, Job No. 202119, sheets 1-37. Said plans may be subject to revisions prior to final approval by Authority. Actual materials shall be as described on the final Bill of Sale as prepared by the Developer and transmitted to the Authority for approval and acceptance.

MEMORANDUM OF DEVELOPER AGREEMENT

BY DEVELOPER AGREEMENT dated the _____ day of _____, 2022, by and between AVENIR DEVELOPMENT, LLC.. hereinafter referred to as "Developer" and SEACOAST UTILITY AUTHORITY, hereinafter referred to as "Authority", the parties have entered into an agreement for the provision of water and/or sewer utility service(s) to the property(ies) owned and/or controlled by Developer in Palm Beach County, Florida and described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Property".

In consideration of Authority executing the Developer Agreement, the terms and conditions of which are incorporated herein by reference as though fully set forth herein, Developer has agreed to certain matters, including but not limited to the following:

1. Developer has agreed to construct certain on-site and off-site water treatment and distribution facilities and sewage collection and disposal facilities and make payment of certain rates, fees and charges to the Authority in accordance with the Authority's Service Code as it may be amended from time to time.

2. Developer has granted Authority the exclusive right to provide water and sewer service to the Property and will grant to or procure for the Authority all necessary on-site and off-site easements, rights-of-way, rights of ingress and egress to any part of the property for the operation of the Authority's utility facilities. In the event Developer fails to deliver any easements required by Authority, upon the Authority's election, this Developer Agreement shall serve as the Authority's authorization to substitute the Developer Agreement as a recorded easement sufficient for the Authority's needs.

The Developer Agreement and this Memorandum of Developer Agreement are binding upon Developer and its respective assigns and successors by merger, consolidation, conveyance or otherwise which shall be subject to the terms and conditions of the Developer Agreement and this Memorandum of Developer Agreement, including but not limited to any allocation of hydraulic share and escalation of rates, fees and charges. In the event of a conflict between the terms of this Memorandum of Developer Agreement and the terms of the Developer Agreement, the terms of the Developer Agreement shall control. The rights and obligations of any assigns and successors of Developer can be determined by a review of the complete Developer Agreement and a copy of which can be obtained at the address of the Authority as listed below.

AVENIR SPINE ROAD PHASE 5

IN WITNESS WHEREOF, this Memorandum of Developer Agreement was executed this _____day of _____, 2022.

SEACOAST UTILITY AUTHORITY
4200 Hood Road
Palm Beach Gardens, Florida 33410

By: _____
Andrew Lukasik, Chair

Attest: _____
Jessica Moore, Authority Clerk

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 Andrew Lukasik, and Jessica Moore, Chair and Authority Clerk, respectively of Seacoast Utility Authority, who are both personally known to me.

_____
Notary Signature

_____
Print Name
Notary Public - State of Florida
Commission No.
My Commission Expires:

AVENIR SPINE ROAD PHASE 5

WITNESSES:

DEVELOPER:

AVENIR DEVELOPMENT, LLC

_____

By: _____
Manuel M. Mato, President

_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

_____

Notary Signature

_____
Print Name
Notary Public - State of Florida
Commission No.
My Commission Expires:

AVENIR SPINE ROAD PHASE 5

JOINDER AND CONSENT OF PROPERTY OWNER
(If other than Developer)

WITNESSES:

_____

_____

PROPERTY OWNER:

_____

_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

_____

Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No.
My Commission Expires:

AVENIR SPINE ROAD PHASE 5

MORTGAGEE JOINDER AND CONSENT

WITNESSES:

_____

_____

MORTGAGEE:

_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

_____

Notary Signature

_____
Print Name
Notary Public - State of Florida
Commission No.
My Commission Expires:

AVENIR SPINE ROAD PHASE 5

PROPERTY DESCRIPTION

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 637.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 624.44 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, S00°00'00"E, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE, S00°00'00"E, A DISTANCE OF 1837.71 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33° 26' 47", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 630.45 FEET, AND WHOSE LONG CHORD BEARS SOUTH 16° 43' 24" WEST FOR A DISTANCE OF 621.54 FEET; THENCE, S33°26'47"W, A DISTANCE OF 950.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32° 47' 43", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 526.59 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17° 02' 56" WEST FOR A DISTANCE OF 519.43 FEET; THENCE, S00°39'05"W, A DISTANCE OF 427.54 FEET; THENCE, S07°52'46"E, A DISTANCE OF 202.24 FEET; THENCE, S00°39'05"W, A DISTANCE OF 335.17 FEET; THENCE, S44°20'55"E, A DISTANCE OF 141.42 FEET; THENCE, N89°20'56"W, A DISTANCE OF 213.46 FEET; THENCE, N88°54'50"W, A DISTANCE OF 207.30 FEET; THENCE, N45°52'07"E, A DISTANCE OF 141.96 FEET; THENCE, N00°39'05"E, A DISTANCE OF 333.61 FEET; THENCE, N09°10'55"E, A DISTANCE OF 202.24 FEET; THENCE, N00°39'05"E, A DISTANCE OF 427.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 47' 43", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 618.18 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 02' 56" EAST FOR A DISTANCE OF 609.77 FEET; THENCE, N33°26'47"E, A DISTANCE OF 950.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33° 26' 47", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 537.05 FEET, AND WHOSE LONG CHORD BEARS NORTH 16° 43' 24" EAST FOR A DISTANCE OF 529.46 FEET; THENCE, N00°00'00"E, A DISTANCE OF 1837.71 FEET; THENCE, N90°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered by date last signed _____ day of _____ , 2022 by and between AVENIR COMMUNITY DEVELOPMENT DISTRICT hereinafter referred to as "Developer", and SEACOAST UTILITY AUTHORITY, hereinafter referred to as "Authority".

WHEREAS, Developer owns or controls lands located in Palm Beach County, Florida, and described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon, hereinafter referred to as the "Development"; and

WHEREAS, Developer desires that the Authority provide central water distribution and sewage collection service for Developer's Property herein described; and

WHEREAS, the Authority is willing to provide, in accordance with the provisions of this Agreement and Authority's prevailing Service Code, central water and sewer services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive an adequate water supply and sewage collection and disposal service from Authority;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Authority hereby covenant and agree as follows:

1. The foregoing statements are true and correct.

2. Developer agrees to strictly adhere to Authority's prevailing Service Code and all other directives of the Authority's Governing Board.

3. Assurance of Title - At the time of execution of this Agreement, the Developer agrees to deliver to Authority a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the Authority in a form and substance satisfactory to Authority with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

4. Fees - To induce Authority to provide water and sewer service to the Property, Developer hereby agrees to pay to Authority the following fees:

a. Connection Charges- Payment for the allocable portion of water treatment plant, sewage treatment plant, master water transmission lines and master pumping stations and sewage force mains as described in Exhibit "B". If service to the Property is contemplated to be made through a bulk service agreement between the Authority and Palm Beach County, as may be amended from time to time (the "County Bulk Service Agreement"), the Developer shall pay the Connection Charges, sometimes called "Capacity Fees", associated with purchasing the next increment of capacity under the County Bulk Service Agreement necessary to serve the Development. If Developer pays for more capacity than is necessary to serve the Development upon buildout due to the minimum permissible increments of capacity that can be reserved under the County Bulk Sale Agreement, then the excess capacity purchased by Developer shall then be sold to the next developer or developers reserving capacity under the County Bulk Service Agreement, to the extent of such developer's needs, and Developer shall be refunded the cost of

purchasing such excess capacity, when and as other developers reserve and pay for that capacity.

b. Administrative Fee - Payment to defray the cost of document preparation, plan review, inspection and engineering coordination. This fee shall be paid to the Authority at the time plans are submitted for review. No portion of this fee shall be refundable.

c. Meter Fee - The charge imposed by the Authority for the water meter, meter box, and appurtenances, together with the installation of these facilities, installed at the request of Developer. Said charge shall be paid in accordance with Authority's Water Service Policy.

d. Deposit – This fee shall be paid upon submittal of the water and/or sewer service application form.

Payment of the connection charges does not and will not result in Authority waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Authority shall not be obligated to refund to Developer any portion of the value of the connection charges for any reason whatsoever, except for that which may be provided for in Exhibit "B", nor shall Authority pay any interest or rate of interest upon the connection charges paid.

Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the water or sewer facilities and properties of Authority, and all prohibitions applicable to Developer with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities, except for that which may be provided in Exhibit "B".

Any user or consumer of water or sewer service shall not be entitled to offset any bill or bills rendered by Authority for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Authority, including claims for breach of contract, damages or charges of the like of Authority.

5. Payment - Developer shall pay connection charges for 100% of the capacity reserved at the time of execution of the developer agreement. This payment may be for the entire project or for specific phases, however capacity shall only be reserved for that portion for which connection charges have been paid. In the event Developer elects to pay connection charges in phases, he shall pay such connection charges as stated above for each phase prior to the commencement of each such phase.

6. Equivalent Residential Connections Reserved - The parties agree that the capacity needed to provide service to the Development for water supply and wastewater removal is set forth on Exhibit "B". Developer agrees that the overall water and wastewater capacity demand for the Development will not exceed the number of ERCs reserved hereby.

7. On-Site Installation - To induce Authority to provide the water treatment and sewage collection and disposal facilities, and to continuously provide consumers located on the Property with water and sewer services, unless otherwise provided for herein, Developer hereby covenants and agrees to construct and to transfer ownership and control to Authority, the on-site water distribution and sewage collection systems represented in Exhibit "C" herein. The term "on-site water distribution and sewage collection systems" means and includes all water distribution and

supply mains, lines and pipes, and related facilities, and sewage collection lines, facilities and equipment, including pumping stations, constructed within the boundaries of Developer's property adequate in size to serve each lot or unit with the property or as otherwise required by Authority, which are referred to in Exhibit "C" hereof and will be dedicated by Developer to Authority. Water mains shall be designed and constructed in accordance with Authority standards and of sufficient capacity to provide minimum flow required by NFPA 13 Section 18.4, as amended from time to time. The developer shall cause approved automatic fire sprinkler systems, separate from domestic water meter, to be installed for each individual residence exceeding 4,999 square foot of total building area, or as may be otherwise dictated by applicable laws and regulations, as amended from time to time.

Upon completion of construction, Developer's engineer of record shall submit to Authority all proper documentation as described in Authority's Developer Procedures and Construction Standards and Specifications. Developer understands and agrees that Authority will withhold service to the property until all items are received and found to be acceptable to Authority.

By these presents, Developer hereby covenants to transfer to Authority title to all water distribution and sewage collection systems installed by Developer or Developer's contractor represented in Exhibit "C" of this Agreement dealing with those sanitary collection and potable water supply facilities that will be transferred from Developer to Authority, pursuant to the provisions of this Agreement. Such conveyance shall take effect at the time Authority issues its final letter of acceptance. Developer agrees to warrant and/or guaranty all utility facilities being dedicated to Authority against faulty workmanship and defective materials for a period of one (1) year from the date of Authority's final letter of acceptance. Developer covenants to indemnify and save harmless the Authority for any loss, damages, costs, claims, suits, debts or demands by reason of defects in the systems for a period of one year from the date of the final letter of acceptance by the Authority.

Authority agrees that the issuance of the final letter of acceptance for the water distribution and sewage collection systems installed by Developer shall constitute the assumption of responsibility by Authority for the continuous operation and maintenance of such systems from that date forward, subject to the terms and conditions contained herein. Developer understands and agrees that the Authority shall assume ownership and responsibility for facilities only up to the point of service as defined by the Authority. Developer agrees to pay all costs associated with adjusting or relocating facilities herein dedicated to Authority during and after the warranty period when such adjustments or relocations are caused by changes initiated by Developer or his successors and assigns.

In the event that Authority, for whatever reason, does not take possession, ownership and control of on-site facilities constructed by the Developer, and provides master metered service to the Developer for the use of several customers within the on-site facilities, the Developer shall be required to maintain water quality at each individual outlet which is in compliance with all drinking water standards promulgated by the Florida Department of Environmental Protection and Palm Beach County Health Department. At no time shall such water quality standards be required to be in excess of those attained at Authority's point of delivery to the master meter.

8. Off-Site Installation - Developer may be required to construct or improve, at his sole expense, certain off-site water and/or sewer facilities, if necessary, in order to connect Developer's on-site facilities to Authority's existing water and/or sewer systems. All provisions in Section 8 above, entitled On-Site Installation, pertaining to specifications, plans, permits and approvals shall also be applicable to all off-site water and sewer facilities construction. If applicable, such off-site facilities to be dedicated to the Authority shall be shown on Exhibit "B".

9. Easements - Developer hereby grants and gives to Authority, its successors and assigns, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain or

operate the water and sewer facilities to serve the Property; and the exclusive right or privilege to construct, own, maintain, alter, replace and operate said facilities in, under, upon, over and across the present and future streets, roads, alleys, easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants which are independent of said record plats. Developer agrees to utilize Authority's standard form of easement deed and to provide title insurance as described in Authority's Developer Procedures for all on-site and off-site easements. Developer shall obtain any and all necessary off-site easements that may be required in order to carry out the terms, conditions and intent hereof, at Developer's expense, and shall convey same to Authority in accordance with this paragraph. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way, or give to Authority assurance by way of a "non-disturbance agreement", that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Authority, and not extinguish the Authority's easement rights. All water distribution and sewage collection facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes.

Developer hereby further agrees that the foregoing grants or promises of grants include the necessary right of ingress and egress to any part of the property upon which Authority is constructing or operating such facilities; that the foregoing grants shall be for such period of time as Authority or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water and sewer facilities, that in the event Developer and Authority agree that Authority is to install any of its water or sewer facilities in lands within the Property lying outside the streets and easement areas described above, then Developer or the owners shall grant to Authority, without cost or expense to Authority, the necessary easement or easements for such "private property" installations. Authority covenants that it will use due diligence in ascertaining all easement locations; however, should Authority install any of its facilities outside a dedicated easement area, Authority will not be required to move or relocate any facilities lying outside a dedicated easement area, so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. The use of easements granted by Developer to Authority shall preclude the use by other utilities of these easements, such as for cable television, telephone, electric or gas utilities, unless otherwise agreed to in writing by Authority.

In the event Developer fails to actually deliver such easement, upon the Authority's election, this document shall serve as Authority's authorization to substitute this Agreement as a recorded easement sufficient for Authority's needs.

Developer hereby affirms that, to the best of Developer's knowledge and belief, all properties within which water and/or sewer facilities are to be constructed are free of soil and ground water contamination. Developer hereby indemnifies and holds Authority harmless for all claims and damages resulting from such contamination, whether existing before development began or occurring during or after development.

10. Agreement to Serve - Upon the completion of construction of the on-site and off-site water and sewer facilities required hereunder by Developer, its inspection, the issuance of the final letter of acceptance by Authority, and when all appropriate governmental agency approvals have been received, and when utility systems are in compliance with Authority's Service Code, and the other terms of this Agreement, Authority covenants and agrees that it will connect or oversee the connection of the water distribution and sewage collection facilities installed by Developer to the central facilities of Authority in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable

governmental authorities. Authority agrees that once it provides water and sewer service to the Property and Developer or others have connected consumer installations to its system, that thereafter Authority will continuously provide, at its cost and expense, but in accordance with other provisions of this Agreement, including rules and regulations and rate schedules, water and sewer service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Authority.

11. Exclusive Right to Provide Service - Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing potable water and sewer services to the Property during the period of time Authority, its successors and assigns, provide water and sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Authority shall have the sole and exclusive right and privilege to provide water and sewer services to the Property and to the occupants of such residence, building or unit constructed thereon, except for the providing by Developer, from its own sources and lines, of water for irrigation uses.

12. Rates - Authority agrees that the rates to be charged to Developer and individual consumers of water and sewer services shall be those set forth in the Service Policies of Authority. However, notwithstanding any provision of this Agreement, Authority, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced. Authority shall also be permitted to establish rates and charges for customers served through the County Bulk Sale Agreement that differ from those charged to Authority customers being served through Authority-owned capacity, provided said rates and charges are fair and equitable.

Notwithstanding any provision in this Agreement, Authority may establish, amend or revise, from time to time in the future, and enforce rules and regulations covering water and sewer services to the Property, including the Authority's Service Code. In the event of a conflict of the provisions of this Agreement, such rules and regulations shall control.

Any such initial or future increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Authority from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the water and sewer services provided to the Property by Authority.

13. Binding Effect of Agreement - This Agreement shall be binding upon and shall inure to the benefit of Developer, Authority and their respective assigns and successors by merger, consolidation, conveyance or otherwise subject to the terms and conditions of this Agreement as contained herein. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to Third Parties, except in the case of a bona fide sale of Developer's Property, or other valid transfer or assignment of Property, including, without limitation, the transfer or assignment of the Property as a result of a judicial proceeding such as mortgage foreclosure or sale, and assignment for the purposes of obtaining financing. In any such case, the Developer shall provide a Notice or evidence of such assignment, or partial assignment as the case may be, to Authority. Nothing herein shall preclude sales of individual units and assignment of rights of water and sewer service pertaining thereto.

14. Notice - Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail, facsimile, or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, FL 33410
Attention: Virginia Cepero, Chairperson

and to Authority, at:
SEACOAST UTILITY AUTHORITY
4200 Hood Road
Palm Beach Gardens, FL 33410
Attention: Engineering Services Specialist

15. Laws of Florida - Regardless of where executed, this Agreement shall be governed by the laws of the State of Florida. Notwithstanding contrary principles of conflicts of law, if any, and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authorities, if applicable.

16. Costs and Attorney's Fees - In the event the Authority or Developer are required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees.

17. Force Majeure - In the event that the performance of this Agreement by Authority is prevented or interrupted in consequence of any cause beyond the control of Authority, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, any and all governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation by governmental entities having jurisdiction over the operation of Authority or otherwise having valid legal jurisdiction, excluding any acts or rules or regulations adopted by Authority, or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

18. Indemnification - Developer agrees to indemnify and hold Authority harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which Authority may become subject by reason of or arising out of Developer's breach or non-performance of this Agreement. This indemnification provision shall survive the actual connection to Authority's water and sewer systems.

MISCELLANEOUS PROVISIONS

19. Recordation of Agreement - Upon completion of execution of this Agreement by Developer and Authority, Authority shall cause a Memorandum of Agreement to be recorded with the Clerk of the Circuit Court of Palm Beach County.

20. The rights, privileges, obligations and covenants of Developer and Authority shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

21. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Authority, made with respect to the matters herein contained, and when duly executed, fully constitutes the agreement between Developer and Authority. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by all signatories herein.

22. In the event that Developer does not move forward with development of the Property, or development on any parcel of the Property if the Property consists of multiple parcels, within twelve (12) months from the date of this Agreement, this agreement shall become null and void. Authority shall not be required to return any fees or charges previously paid to Authority.

23. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

24. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

25. The submission of this Developer Agreement for examination by Developer does not constitute an offer, but becomes effective only upon execution thereof by Authority.

26. Notwithstanding the gallonage calculations that could be made hereunder relative to ERCs, by an execution hereof, Developer agrees that the intention of this agreement is to reserve a given number of units of capacity for the Property described in Exhibit "A" and not for purposes of any other calculations.

27. It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

28. The parties hereto recognize that prior to the time Authority may actually commence upon a program to carry out the terms and conditions of this Agreement, Authority may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of Authority. The Authority agrees that it will diligently and earnestly, at Developer's sole cost and expense, make the necessary and proper applications to all governmental authorities and will pursue the same to the end and that it will use its best efforts to obtain such approval. Developer, at his own cost and expense, agrees to provide necessary assistance to Authority in obtaining the approvals provided for herein. Upon execution of this Agreement, Authority may require the payment of a reasonable fee to defray Authority's legal, engineering, account, administrative and contingent expenses.

29. In order to ensure that Authority has a suitable location to station personnel and store equipment and materials to serve the Development, all usable soils displaced by the water and sewer infrastructure installation of this project shall be placed at a location acceptable to the Authority.

30. In the event that the Authority requires that relocation or improvement of existing water and sewer utilities are necessary for the Developer's property, Developer will bear the cost in full for such improvements or relocations.

31. Failure to insist upon strict compliance of any of the terms, covenants or conditions herein shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

32. Authority shall, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

33. This Agreement is binding on the successors and assigns of the parties hereto.

34. There shall be no liability whatsoever on Authority for failure to deliver water and/or sewer service to Developer according to Developer's needs or schedules. This Agreement constitutes a promise of good faith and not a timetable for delivery of utility services.

35. Developer and its successors and assigns shall be responsible for the cost, including any additional capacity fees the Authority may incur, for water during and after construction utilized for flushing, testing, and maintaining chlorine residuals to ensure that there are sufficient and ongoing sustainable flows within the mains to maintain sufficient chlorine residuals to meet drinking water standards throughout the projects distribution system.

36. Unless otherwise approved in writing by the Authority, potable water shall be used to irrigate all turf and landscaping within the Property, including lot irrigation. The Developer may propose, as an alternative, potable water system flushing infrastructure to be operated by the Authority, but for which Developer, successors and assigns shall pay all operational expenses, including but not limited to charges for water used for flushing.

37. Each party hereby agrees to grant such further assurances and provide such additional documents as may be reasonably required, each by the other, in order to carry out the terms, conditions and comply with the express intention of this Agreement.

IN WITNESS WHEREOF, Developer and Authority have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

AUTHORITY:
SEACOAST UTILITY AUTHORITY

By: _____
Joseph Lo Bello, Chair

Attest: _____
Jessica Moore, Authority Clerk

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 Joseph Lo Bello, and Jessica Moore, Chair and Authority Clerk, respectively of Seacoast Utility Authority, who are both personally known to me.

_____
Notary Signature

_____
Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

WITNESSES:

DEVELOPER:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

_____
Witness Signature

By: _____
Virginia Cepero, Chairperson

_____
Witness Signature

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

_____
Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

JOINDER AND CONSENT OF PROPERTY OWNER

(If other than the Developer)

WITNESSES:

_____

_____

PROPERTY OWNER:

_____

_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

_____
Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

MORTGAGEE JOINDER AND CONSENT

The undersigned Mortgagee does hereby join in and consent to this Developer Agreement for the purpose of acknowledging and agreeing that its mortgage, which is recorded in Official Record Book____, Page____, of the Public Records of Palm Beach County, Florida shall be subordinated to the obligations, covenants and conditions contained in the Developer Agreement and that the obligations, covenants and conditions contained in the Developer Agreement shall not be subject to extinguishment by foreclosure.

IN WITNESS WHEREOF, _____

has caused these presents to be executed in its name this _____day of _____, 2022.

WITNESSES:

Signed, sealed and delivered
In the presence of:

_____
Witness Signature

_____

_____
Print Name

_____
Witness Signature

_____
Print Name

STATE OF _____
COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

WITNESS my hand and official seal in the County and State aforesaid this

_____day of _____, 2022.

Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

PROPERTY DESCRIPTION

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, NORTH 70° 42' 21" WEST FOR A DISTANCE OF 6298.93 FEET TO THE POINT OF BEGINNING; THENCE, N90°00'00"W, A DISTANCE OF 3304.00 FEET; THENCE, N01°28'46"E, A DISTANCE OF 160.05 FEET; THENCE, N90°00'00"E, A DISTANCE OF 3299.87 FEET; THENCE, S00°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

PAYMENT SCHEDULE

Developer acknowledges that no capacity has been reserved by this agreement and that when service is required, if service is available, Developer or its assigns will pay the then prevailing fees, including, but not limited to connection fees and capacity reservation fees. Developer will submit detailed construction plans to the Authority for review and approval prior to construction of any water and sewer facilities intended to be dedicated to the Authority. The Authority shall be the sole judge as to the acceptability of the plans to conform with the Authority's Service Code.

EXHIBIT "B"

WATER AND SEWER SYSTEM CONTRIBUTIONS

The Developer shall provide, install and dedicate to Authority all pipe, services, mains and appurtenances thereto in accordance with the Authority's standards and specifications as indicated on the plans drawn by Ballbe & Associates, Job No. 202120, sheets WS1 – WS16. Said plans may be subject to revisions prior to final approval by Authority. Actual materials shall be as described on the final Bill of Sale as prepared by the Developer and transmitted to the Authority for approval and acceptance.

EXHIBIT "C"

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered by date last signed _____ day of _____ , 2022 by and between AVENIR COMMUNITY DEVELOPMENT DISTRICT hereinafter referred to as "Developer", and SEACOAST UTILITY AUTHORITY, hereinafter referred to as "Authority".

WHEREAS, Developer owns or controls lands located in Palm Beach County, Florida, and described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon, hereinafter referred to as the "Development"; and

WHEREAS, Developer desires that the Authority provide central water distribution and sewage collection service for Developer's Property herein described; and

WHEREAS, the Authority is willing to provide, in accordance with the provisions of this Agreement and Authority's prevailing Service Code, central water and sewer services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive an adequate water supply and sewage collection and disposal service from Authority;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Authority hereby covenant and agree as follows:

1. The foregoing statements are true and correct.

2. Developer agrees to strictly adhere to Authority's prevailing Service Code and all other directives of the Authority's Governing Board.

3. Assurance of Title - At the time of execution of this Agreement, the Developer agrees to deliver to Authority a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the Authority in a form and substance satisfactory to Authority with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

4. Fees - To induce Authority to provide water and sewer service to the Property, Developer hereby agrees to pay to Authority the following fees:

a. Connection Charges- Payment for the allocable portion of water treatment plant, sewage treatment plant, master water transmission lines and master pumping stations and sewage force mains as described in Exhibit "B". If service to the Property is contemplated to be made through a bulk service agreement between the Authority and Palm Beach County, as may be amended from time to time (the "County Bulk Service Agreement"), the Developer shall pay the Connection Charges, sometimes called "Capacity Fees", associated with purchasing the next increment of capacity under the County Bulk Service Agreement necessary to serve the Development. If Developer pays for more capacity than is necessary to serve the Development upon buildout due to the minimum permissible increments of capacity that can be reserved under the County Bulk Sale Agreement, then the excess capacity purchased by Developer shall then be sold to the next developer or developers reserving capacity under the County Bulk Service Agreement, to the extent of such developer's needs, and Developer shall be refunded the cost of

purchasing such excess capacity, when and as other developers reserve and pay for that capacity.

b. Administrative Fee - Payment to defray the cost of document preparation, plan review, inspection and engineering coordination. This fee shall be paid to the Authority at the time plans are submitted for review. No portion of this fee shall be refundable.

c. Meter Fee - The charge imposed by the Authority for the water meter, meter box, and appurtenances, together with the installation of these facilities, installed at the request of Developer. Said charge shall be paid in accordance with Authority's Water Service Policy.

d. Deposit – This fee shall be paid upon submittal of the water and/or sewer service application form.

Payment of the connection charges does not and will not result in Authority waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Authority shall not be obligated to refund to Developer any portion of the value of the connection charges for any reason whatsoever, except for that which may be provided for in Exhibit "B", nor shall Authority pay any interest or rate of interest upon the connection charges paid.

Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the water or sewer facilities and properties of Authority, and all prohibitions applicable to Developer with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities, except for that which may be provided in Exhibit "B".

Any user or consumer of water or sewer service shall not be entitled to offset any bill or bills rendered by Authority for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Authority, including claims for breach of contract, damages or charges of the like of Authority.

5. Payment - Developer shall pay connection charges for 100% of the capacity reserved at the time of execution of the developer agreement. This payment may be for the entire project or for specific phases, however capacity shall only be reserved for that portion for which connection charges have been paid. In the event Developer elects to pay connection charges in phases, he shall pay such connection charges as stated above for each phase prior to the commencement of each such phase.

6. Equivalent Residential Connections Reserved - The parties agree that the capacity needed to provide service to the Development for water supply and wastewater removal is set forth on Exhibit "B". Developer agrees that the overall water and wastewater capacity demand for the Development will not exceed the number of ERCs reserved hereby.

7. On-Site Installation - To induce Authority to provide the water treatment and sewage collection and disposal facilities, and to continuously provide consumers located on the Property with water and sewer services, unless otherwise provided for herein, Developer hereby covenants and agrees to construct and to transfer ownership and control to Authority, the on-site water distribution and sewage collection systems represented in Exhibit "C" herein. The term "on-site water distribution and sewage collection systems" means and includes all water distribution and

supply mains, lines and pipes, and related facilities, and sewage collection lines, facilities and equipment, including pumping stations, constructed within the boundaries of Developer's property adequate in size to serve each lot or unit with the property or as otherwise required by Authority, which are referred to in Exhibit "C" hereof and will be dedicated by Developer to Authority. Water mains shall be designed and constructed in accordance with Authority standards and of sufficient capacity to provide minimum flow required by NFPA 13 Section 18.4, as amended from time to time. The developer shall cause approved automatic fire sprinkler systems, separate from domestic water meter, to be installed for each individual residence exceeding 4,999 square foot of total building area, or as may be otherwise dictated by applicable laws and regulations, as amended from time to time.

Upon completion of construction, Developer's engineer of record shall submit to Authority all proper documentation as described in Authority's Developer Procedures and Construction Standards and Specifications. Developer understands and agrees that Authority will withhold service to the property until all items are received and found to be acceptable to Authority.

By these presents, Developer hereby covenants to transfer to Authority title to all water distribution and sewage collection systems installed by Developer or Developer's contractor represented in Exhibit "C" of this Agreement dealing with those sanitary collection and potable water supply facilities that will be transferred from Developer to Authority, pursuant to the provisions of this Agreement. Such conveyance shall take effect at the time Authority issues its final letter of acceptance. Developer agrees to warrant and/or guaranty all utility facilities being dedicated to Authority against faulty workmanship and defective materials for a period of one (1) year from the date of Authority's final letter of acceptance. Developer covenants to indemnify and save harmless the Authority for any loss, damages, costs, claims, suits, debts or demands by reason of defects in the systems for a period of one year from the date of the final letter of acceptance by the Authority.

Authority agrees that the issuance of the final letter of acceptance for the water distribution and sewage collection systems installed by Developer shall constitute the assumption of responsibility by Authority for the continuous operation and maintenance of such systems from that date forward, subject to the terms and conditions contained herein. Developer understands and agrees that the Authority shall assume ownership and responsibility for facilities only up to the point of service as defined by the Authority. Developer agrees to pay all costs associated with adjusting or relocating facilities herein dedicated to Authority during and after the warranty period when such adjustments or relocations are caused by changes initiated by Developer or his successors and assigns.

In the event that Authority, for whatever reason, does not take possession, ownership and control of on-site facilities constructed by the Developer, and provides master metered service to the Developer for the use of several customers within the on-site facilities, the Developer shall be required to maintain water quality at each individual outlet which is in compliance with all drinking water standards promulgated by the Florida Department of Environmental Protection and Palm Beach County Health Department. At no time shall such water quality standards be required to be in excess of those attained at Authority's point of delivery to the master meter.

8. Off-Site Installation - Developer may be required to construct or improve, at his sole expense, certain off-site water and/or sewer facilities, if necessary, in order to connect Developer's on-site facilities to Authority's existing water and/or sewer systems. All provisions in Section 8 above, entitled On-Site Installation, pertaining to specifications, plans, permits and approvals shall also be applicable to all off-site water and sewer facilities construction. If applicable, such off-site facilities to be dedicated to the Authority shall be shown on Exhibit "B".

9. Easements - Developer hereby grants and gives to Authority, its successors and assigns, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain or

operate the water and sewer facilities to serve the Property; and the exclusive right or privilege to construct, own, maintain, alter, replace and operate said facilities in, under, upon, over and across the present and future streets, roads, alleys, easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants which are independent of said record plats. Developer agrees to utilize Authority's standard form of easement deed and to provide title insurance as described in Authority's Developer Procedures for all on-site and off-site easements. Developer shall obtain any and all necessary off-site easements that may be required in order to carry out the terms, conditions and intent hereof, at Developer's expense, and shall convey same to Authority in accordance with this paragraph. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way, or give to Authority assurance by way of a "non-disturbance agreement", that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Authority, and not extinguish the Authority's easement rights. All water distribution and sewage collection facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes.

Developer hereby further agrees that the foregoing grants or promises of grants include the necessary right of ingress and egress to any part of the property upon which Authority is constructing or operating such facilities; that the foregoing grants shall be for such period of time as Authority or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water and sewer facilities, that in the event Developer and Authority agree that Authority is to install any of its water or sewer facilities in lands within the Property lying outside the streets and easement areas described above, then Developer or the owners shall grant to Authority, without cost or expense to Authority, the necessary easement or easements for such "private property" installations. Authority covenants that it will use due diligence in ascertaining all easement locations; however, should Authority install any of its facilities outside a dedicated easement area, Authority will not be required to move or relocate any facilities lying outside a dedicated easement area, so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. The use of easements granted by Developer to Authority shall preclude the use by other utilities of these easements, such as for cable television, telephone, electric or gas utilities, unless otherwise agreed to in writing by Authority.

In the event Developer fails to actually deliver such easement, upon the Authority's election, this document shall serve as Authority's authorization to substitute this Agreement as a recorded easement sufficient for Authority's needs.

Developer hereby affirms that, to the best of Developer's knowledge and belief, all properties within which water and/or sewer facilities are to be constructed are free of soil and ground water contamination. Developer hereby indemnifies and holds Authority harmless for all claims and damages resulting from such contamination, whether existing before development began or occurring during or after development.

10. Agreement to Serve - Upon the completion of construction of the on-site and off-site water and sewer facilities required hereunder by Developer, its inspection, the issuance of the final letter of acceptance by Authority, and when all appropriate governmental agency approvals have been received, and when utility systems are in compliance with Authority's Service Code, and the other terms of this Agreement, Authority covenants and agrees that it will connect or oversee the connection of the water distribution and sewage collection facilities installed by Developer to the central facilities of Authority in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable

governmental authorities. Authority agrees that once it provides water and sewer service to the Property and Developer or others have connected consumer installations to its system, that thereafter Authority will continuously provide, at its cost and expense, but in accordance with other provisions of this Agreement, including rules and regulations and rate schedules, water and sewer service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Authority.

11. Exclusive Right to Provide Service - Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing potable water and sewer services to the Property during the period of time Authority, its successors and assigns, provide water and sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Authority shall have the sole and exclusive right and privilege to provide water and sewer services to the Property and to the occupants of such residence, building or unit constructed thereon, except for the providing by Developer, from its own sources and lines, of water for irrigation uses.

12. Rates - Authority agrees that the rates to be charged to Developer and individual consumers of water and sewer services shall be those set forth in the Service Policies of Authority. However, notwithstanding any provision of this Agreement, Authority, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced. Authority shall also be permitted to establish rates and charges for customers served through the County Bulk Sale Agreement that differ from those charged to Authority customers being served through Authority-owned capacity, provided said rates and charges are fair and equitable.

Notwithstanding any provision in this Agreement, Authority may establish, amend or revise, from time to time in the future, and enforce rules and regulations covering water and sewer services to the Property, including the Authority's Service Code. In the event of a conflict of the provisions of this Agreement, such rules and regulations shall control.

Any such initial or future increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Authority from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the water and sewer services provided to the Property by Authority.

13. Binding Effect of Agreement - This Agreement shall be binding upon and shall inure to the benefit of Developer, Authority and their respective assigns and successors by merger, consolidation, conveyance or otherwise subject to the terms and conditions of this Agreement as contained herein. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to Third Parties, except in the case of a bona fide sale of Developer's Property, or other valid transfer or assignment of Property, including, without limitation, the transfer or assignment of the Property as a result of a judicial proceeding such as mortgage foreclosure or sale, and assignment for the purposes of obtaining financing. In any such case, the Developer shall provide a Notice or evidence of such assignment, or partial assignment as the case may be, to Authority. Nothing herein shall preclude sales of individual units and assignment of rights of water and sewer service pertaining thereto.

14. Notice - Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail, facsimile, or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, FL 33410
Attention: Virginia Cepero, Chairperson

and to Authority, at:
SEACOAST UTILITY AUTHORITY
4200 Hood Road
Palm Beach Gardens, FL 33410
Attention: Engineering Services Specialist

15. Laws of Florida - Regardless of where executed, this Agreement shall be governed by the laws of the State of Florida. Notwithstanding contrary principles of conflicts of law, if any, and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authorities, if applicable.

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17. Force Majeure - In the event that the performance of this Agreement by Authority is prevented or interrupted in consequence of any cause beyond the control of Authority, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, any and all governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation by governmental entities having jurisdiction over the operation of Authority or otherwise having valid legal jurisdiction, excluding any acts or rules or regulations adopted by Authority, or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

18. Indemnification - Developer agrees to indemnify and hold Authority harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which Authority may become subject by reason of or arising out of Developer's breach or non-performance of this Agreement. This indemnification provision shall survive the actual connection to Authority's water and sewer systems.

MISCELLANEOUS PROVISIONS

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21. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Authority, made with respect to the matters herein contained, and when duly executed, fully constitutes the agreement between Developer and Authority. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by all signatories herein.

22. In the event that Developer does not move forward with development of the Property, or development on any parcel of the Property if the Property consists of multiple parcels, within twelve (12) months from the date of this Agreement, this agreement shall become null and void. Authority shall not be required to return any fees or charges previously paid to Authority.

23. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

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25. The submission of this Developer Agreement for examination by Developer does not constitute an offer, but becomes effective only upon execution thereof by Authority.

26. Notwithstanding the gallonage calculations that could be made hereunder relative to ERCs, by an execution hereof, Developer agrees that the intention of this agreement is to reserve a given number of units of capacity for the Property described in Exhibit "A" and not for purposes of any other calculations.

27. It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

28. The parties hereto recognize that prior to the time Authority may actually commence upon a program to carry out the terms and conditions of this Agreement, Authority may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of Authority. The Authority agrees that it will diligently and earnestly, at Developer's sole cost and expense, make the necessary and proper applications to all governmental authorities and will pursue the same to the end and that it will use its best efforts to obtain such approval. Developer, at his own cost and expense, agrees to provide necessary assistance to Authority in obtaining the approvals provided for herein. Upon execution of this Agreement, Authority may require the payment of a reasonable fee to defray Authority's legal, engineering, account, administrative and contingent expenses.

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30. In the event that the Authority requires that relocation or improvement of existing water and sewer utilities are necessary for the Developer's property, Developer will bear the cost in full for such improvements or relocations.

31. Failure to insist upon strict compliance of any of the terms, covenants or conditions herein shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

32. Authority shall, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

33. This Agreement is binding on the successors and assigns of the parties hereto.

34. There shall be no liability whatsoever on Authority for failure to deliver water and/or sewer service to Developer according to Developer's needs or schedules. This Agreement constitutes a promise of good faith and not a timetable for delivery of utility services.

35. Developer and its successors and assigns shall be responsible for the cost, including any additional capacity fees the Authority may incur, for water during and after construction utilized for flushing, testing, and maintaining chlorine residuals to ensure that there are sufficient and ongoing sustainable flows within the mains to maintain sufficient chlorine residuals to meet drinking water standards throughout the projects distribution system.

36. Unless otherwise approved in writing by the Authority, potable water shall be used to irrigate all turf and landscaping within the Property, including lot irrigation. The Developer may propose, as an alternative, potable water system flushing infrastructure to be operated by the Authority, but for which Developer, successors and assigns shall pay all operational expenses, including but not limited to charges for water used for flushing.

37. Each party hereby agrees to grant such further assurances and provide such additional documents as may be reasonably required, each by the other, in order to carry out the terms, conditions and comply with the express intention of this Agreement.

IN WITNESS WHEREOF, Developer and Authority have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

AUTHORITY:
SEACOAST UTILITY AUTHORITY

By: _____
Joseph Lo Bello, Chair

Attest: _____
Jessica Moore, Authority Clerk

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 Joseph Lo Bello, and Jessica Moore, Chair and Authority Clerk, respectively of Seacoast Utility Authority, who are both personally known to me.

_____
Notary Signature

_____
Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

WITNESSES:

DEVELOPER:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

_____
Witness Signature

By: _____
Virginia Cepero, Chairperson

_____
Witness Signature

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

_____
Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

JOINDER AND CONSENT OF PROPERTY OWNER

(If other than the Developer)

WITNESSES:

_____

_____

PROPERTY OWNER:

_____

_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

_____
Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

MORTGAGEE JOINDER AND CONSENT

The undersigned Mortgagee does hereby join in and consent to this Developer Agreement for the purpose of acknowledging and agreeing that its mortgage, which is recorded in Official Record Book____, Page____, of the Public Records of Palm Beach County, Florida shall be subordinated to the obligations, covenants and conditions contained in the Developer Agreement and that the obligations, covenants and conditions contained in the Developer Agreement shall not be subject to extinguishment by foreclosure.

IN WITNESS WHEREOF, _____

has caused these presents to be executed in its name this _____day of _____, 2022.

WITNESSES:

Signed, sealed and delivered
In the presence of:

_____
Witness Signature

_____

_____
Print Name

_____
Witness Signature

_____
Print Name

STATE OF _____
COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

WITNESS my hand and official seal in the County and State aforesaid this

_____day of _____, 2022.

Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

PROPERTY DESCRIPTION

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, NORTH 70° 42' 21" WEST FOR A DISTANCE OF 6298.93 FEET TO THE POINT OF BEGINNING; THENCE, N90°00'00"W, A DISTANCE OF 3304.00 FEET; THENCE, N01°28'46"E, A DISTANCE OF 160.05 FEET; THENCE, N90°00'00"E, A DISTANCE OF 3299.87 FEET; THENCE, S00°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

PAYMENT SCHEDULE

Developer acknowledges that no capacity has been reserved by this agreement and that when service is required, if service is available, Developer or its assigns will pay the then prevailing fees, including, but not limited to connection fees and capacity reservation fees. Developer will submit detailed construction plans to the Authority for review and approval prior to construction of any water and sewer facilities intended to be dedicated to the Authority. The Authority shall be the sole judge as to the acceptability of the plans to conform with the Authority's Service Code.

EXHIBIT "B"

WATER AND SEWER SYSTEM CONTRIBUTIONS

The Developer shall provide, install and dedicate to Authority all pipe, services, mains and appurtenances thereto in accordance with the Authority's standards and specifications as indicated on the plans drawn by Ballbe & Associates, Job No. 202120, sheets WS1 – WS16. Said plans may be subject to revisions prior to final approval by Authority. Actual materials shall be as described on the final Bill of Sale as prepared by the Developer and transmitted to the Authority for approval and acceptance.

EXHIBIT "C"

AVENIR SPINE ROAD PHASE 6

Prepared By:
Seacoast Utility Authority
4200 Hood Road
PBG, FL 33410

MEMORANDUM OF DEVELOPER AGREEMENT

BY DEVELOPER AGREEMENT dated the _____ day of _____, 2022, by and between AVENIR COMMUNITY DEVELOPMENT DISTRICT.. hereinafter referred to as "Developer" and SEACOAST UTILITY AUTHORITY, hereinafter referred to as "Authority", the parties have entered into an agreement for the provision of water and/or sewer utility service(s) to the property(ies) owned and/or controlled by Developer in Palm Beach County, Florida and described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Property".

In consideration of Authority executing the Developer Agreement, the terms and conditions of which are incorporated herein by reference as though fully set forth herein, Developer has agreed to certain matters, including but not limited to the following:

1. Developer has agreed to construct certain on-site and off-site water treatment and distribution facilities and sewage collection and disposal facilities and make payment of certain rates, fees and charges to the Authority in accordance with the Authority's Service Code as it may be amended from time to time.

2. Developer has granted Authority the exclusive right to provide water and sewer service to the Property and will grant to or procure for the Authority all necessary on-site and off-site easements, rights-of-way, rights of ingress and egress to any part of the property for the operation of the Authority's utility facilities. In the event Developer fails to deliver any easements required by Authority, upon the Authority's election, this Developer Agreement shall serve as the Authority's authorization to substitute the Developer Agreement as a recorded easement sufficient for the Authority's needs.

The Developer Agreement and this Memorandum of Developer Agreement are binding upon Developer and its respective assigns and successors by merger, consolidation, conveyance or otherwise which shall be subject to the terms and conditions of the Developer Agreement and this Memorandum of Developer Agreement, including but not limited to any allocation of hydraulic share and escalation of rates, fees and charges. In the event of a conflict between the terms of this Memorandum of Developer Agreement and the terms of the Developer Agreement, the terms of the Developer Agreement shall control. The rights and obligations of any assigns and successors of Developer can be determined by a review of the complete Developer Agreement and a copy of which can be obtained at the address of the Authority as listed below.

AVENIR SPINE ROAD PHASE 6

IN WITNESS WHEREOF, this Memorandum of Developer Agreement was executed this _____day of _____, 2022.

SEACOAST UTILITY AUTHORITY
4200 Hood Road
Palm Beach Gardens, Florida 33410

By: _____
Joseph Lo Bello, Chair

Attest: _____
Jessica Moore, Authority Clerk

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 Joseph Lo Bello, and Jessica Moore, Chair and Authority Clerk, respectively of Seacoast Utility Authority, who are both personally known to me.

_____
Notary Signature

_____
Print Name
Notary Public - State of Florida
Commission No.
My Commission Expires:

AVENIR SPINE ROAD PHASE 6

WITNESSES:

DEVELOPER:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____
Manuel M. Mato, President

_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

_____

Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No.
My Commission Expires:

AVENIR SPINE ROAD PHASE 6

JOINDER AND CONSENT OF PROPERTY OWNER
(If other than Developer)

WITNESSES:

_____

_____

PROPERTY OWNER:

_____

_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

_____

Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No.
My Commission Expires:

AVENIR SPINE ROAD PHASE 6

MORTGAGEE JOINDER AND CONSENT

WITNESSES:

_____

_____

MORTGAGEE:

_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is ☐ personally known to me or ☐ has produced _____as identification.

_____

Notary Signature

_____

Print Name
Notary Public - State of Florida
Commission No.
My Commission Expires:

AVENIR SPINE ROAD PHASE 6

PROPERTY DESCRIPTION

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, NORTH 70° 42' 21" WEST FOR A DISTANCE OF 6298.93 FEET TO THE POINT OF BEGINNING; THENCE, N90°00'00"W, A DISTANCE OF 3304.00 FEET; THENCE, N01°28'46"E, A DISTANCE OF 160.05 FEET; THENCE, N90°00'00"E, A DISTANCE OF 3299.87 FEET; THENCE, S00°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

AVENIR COMMUNITY DEVELOPMENT DISTRICT

AVENIR

FOURTH AMENDMENT TO THE FIFTH SUPPLEMENTAL ENGINEER'S REPORT

ASSESSMENT AREA THREE

Prepared for:
Board of Supervisors
AVENIR Community Development District

Prepared by:

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

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

Project Number:
201622

October 17, 2022

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LIST OF EXHIBITS

Exhibit 1	Avenir C.D.D. Location Map
Exhibit 2	Assessment Area Three – Legal Description
Exhibit 3	Assessment Area Three – 2022 Project Area Plan
Exhibit 4	Conceptual Mitigation Plan ("CMP")

PART I: INTRODUCTION

This Fourth Amendment to the Fifth Supplemental Engineer's Report (the "Report") was prepared by Ballbé & Associates, Inc. (the "District Engineer") on behalf of the Avenir Community Development District Board of Supervisors (the "Board"), the governing body of the Avenir Community Development District (the "District") for the purposes of describing the proposed infrastructure improvements with their corresponding estimating construction costs relating to the defined Assessment Area within the District as follows:

- Additional funding for infrastructure expenditures within Assessment Area Three (the "Assessment Area Three – 2022 Project").

The District is located in the City of Palm Beach Gardens (the "City") in Palm Beach County, Florida (the "County") and was established pursuant to Chapter 190, Florida Statutes, for the development of public infrastructure improvements required to service a mixed-use planned community development (the "Development") and to provide for the acquisition and/or construction, financing, long term administration and management of such public infrastructure improvements.

This Report summarizes the extent, nature, and costs of the proposed infrastructure improvements for the Assessment Area Three – 2022 Project.

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

PART II: GENERAL INFORMATION

A. *Creation and Location*

Pursuant to Chapter 190, *Florida Statutes*, the City approved the petition to establish the District on January 5, 2017 by Ordinance No. 17, 2016 (the "Ordinance"). According to the Ordinance, "*The creation of the District is the best alternative available for delivering the community development services and facilities… to the area that will be served by the District.*"

The District is located in the City, more particularly described as being situated north of Northlake Boulevard, south of Beeline Highway, east of Grapeview Boulevard and west of Stonewall Drive. The land lies the following sections:

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

B. *General Information*

The Development consists of approximately 2,427.50 acres. The City approved the change in land use and zoning designation for the Development on May 5, 2016 as follows:

Ordinance Number	Description
Ordinance 3-16	Change Land Use Designation to Mixed Use Development (MXD)
Ordinance 4-16	Change Zoning to Planned Community Development (PCD)
Ordinance 4-16	Avenir Development Standards

C. *Assessment Area Three - General Information*

A portion of the public improvements, community facilities and basic infrastructure needed to serve the portion of the Development located within Assessment Area Three will be funded and either acquired from the Developer or constructed by the District in accordance with the estimated construction cost provided herein. Improvements include but are not limited to following basic categories:

Improvement Description
Surface water management and drainage system, including related land acquisition
Master drainage system
Wastewater collection/transmission system
Water distribution system
Roadways including related land acquisition
Open space and recreation areas, including land acquisition
Landscaping, irrigation, entrance features, hardscapes
Conservation area mitigation

Below please find the parcels within the Assessment Area Three and the planned uses that will benefit from the Assessment Area Three – 2022 Project:

Parcel I.D.	Product/Use	No. of Units
A-16	50' wide residential	283
	60' wide residential	208
A-17	65' wide residential	125
A-19	65' wide residential	135
Parcel "D"	Professional Office/Medical	97.44 acres

Parcel "H"	Agriculture	14.43 acres
Parcel "J"	Professional Office	16.68 acres
TOTALS =		751 units 128.55 acres

1. *2022 Special Assessment Bonds (Assessment Area Three – 2022 Project)*

The District will be issuing Special Assessment Bonds for the Assessment Area Three – 2022 Project in one or more series (herein, the "2022 Bonds") to finance a portion of the following public improvements:

- Master surface water management system
- Spine road infrastructure consisting of but not limited to the following improvements:
    - Earthwork operations
    - Water distribution system
    - Sewage collection/transmission system
    - Sewage lift stations
    - Drainage system and lake interconnects
    - Road improvements
    - Pavement markings and signage
    - Differential cost of undergrounding electric utilities
    - Paths and sidewalks
    - Landscape and irrigation in public rights of way
- Entry features and hardscape
- Conservation area mitigation
- Other public infrastructure related items
- Land Acquisition

The above referenced 2022 Bonds of each series will be secured by all of the assemble lands within the enumerated parcels set forth below which are located within Assessment Area Three (herein referred to as the Assessment Area Three – 2022 Project Area or just "Assessment Area Three") until the land is platted. The following parcels will be assessed to secure the Series 2022 Bond:

Parcel I.D.	Product/Use	No. of Units
A-16	50' wide residential	283
	60' wide residential	208
A-17	65' wide residential	125
A-19	65' wide residential	135
Parcel "D"	Professional Office/Medical	97.44 acres
Parcel "H"	Agriculture	14.43 acres
Parcel "J"	Professional Office	16.68 acres
TOTALS =		751 units 128.55 acres

PART III: PLANNED IMPROVEMENTS

Following is a brief summary of the anticipated public infrastructure improvements to be constructed within Assessment Area Three:

A. Surface Water Management and Drainage System

The proposed stormwater management system for the Avenir Community Development District consists of three drainage basins (S-1, S-2, & S-3), and three natural basins. For each of the development basins, the stormwater management system consists of lakes which provide water quality treatment prior to discharge to the preserve basins through both pump and gravity structures. Ultimate discharge is from the basins to the C-18 West canal and to the CBP-12 canal through control structures.

The developed area's stormwater management system will also provide for attenuation of runoff from storm events including protection of interior roadways, buildings, and the adjacent areas in accordance with the current conceptual Environmental Resources Permit issued by South Florida Water Management District. The District will purchase all or a portion of the lake tracts within the Assessment Area Three parcels. The acquisition price shall be based on the lower of fair market value or the cost basis of the Developer for the lands being purchased. Fair market value will be determined by an independent appraisal commissioned by the District.

The proposed surface water management system for Assessment Area Three consist of the construction of a series of lakes interconnected with pipes and a pump station that will discharge the generated runoff from such areas to the preservation areas.

Water quantity storage will be provided for the following design rainfall events:

- 5-year 1-day (parking areas)
- 10-year 1-day (roads)
- 25-year 3-day (minimum perimeter elevation)
- 100-year 3-day (minimum finish floor elevation)

Roadway Stormwater Facilities

The roadways will be constructed with a series of catch basins, culverts and outfalls which will convey the surface water runoff collected within the road right-of-way and adjacent buffers to the master lake system.

Regulation Compliance

The proposed surface water management system will be designed to meet the stormwater management requirements of the South Florida Water Management District Basis of Review, the City of Palm Beach Gardens, the Army Corps of Engineers the Florida Department of Environmental Protection and any other applicable permitting agency with jurisdiction over the proposed work.

B. Wastewater Collection/Transmission System

The property is located within the Seacoast Utility Authority ("SUA") sewer service area. Subject to prevailing fees, charges, policies and practices, Seacoast will provide sanitary sewer service collection and distribution. SUA will be providing service thru the existing Interlocal Agreement Between Palm Beach County and Seacoast Utility Authority for the Purchase and Sale of Bulk Potable Water and Wastewater Service.

Existing and Proposed Sewage Collection/Transmission Improvements

The County currently owns and operates a 24" force main located at the Mecca Repump Station located adjacent to the District's west property line. The proposed improvements for the sewage collection/transmission system consists of a network of gravity mains within the spine roads which will collect and transmit the sewage flow from the properties within Assessment Area Three and the and will discharge to sewage lift stations which will ultimately pump the generated sewage load to the County's existing force main.

Existing Sewage Treatment Facilities

Sewage treatment will be provided by the East Central Regional Wastewater Treatment Facilities Operation Board ("ECR") which is funded and governed by a board comprised of the representatives of the entities served by that facility, namely: the City of West Palm Beach, the City of Lake Worth, the City of Riviera Beach, the Town of Palm Beach, and the County. The ECR is licensed to function under specific guidelines by the State of Florida and the U.S. Environmental Protection Agency. The plant is operated by Florida licensed Wastewater Plant Operators and it is currently permitted to process 64 million gallons of wastewater per day (MGD).

Currently, the plant is treating approximately 45 million gallons per day and therefore, the plant has adequate capacity to treat the anticipated flow for the Assessment Area Three Project.

Regulation Compliance

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

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

C. Water Distribution System

The property is located within the Seacoast Utility Authority ("SUA") water service area. Subject to prevailing fees, charges, policies and practices, Seacoast will provide domestic water service and distribution. SUA will be providing service thru the existing Interlocal Agreement Between Palm Beach County and Seacoast Utility Authority for the Purchase and Sale of Bulk Potable Water and Wastewater Service.

Existing and Proposed Water Distribution System Improvements
The County currently owns and operates a 30" water main located along the west bank of the SFWMD C-18 Canal at the Mecca Pump Station. The District will be constructing a series of water mains to provide the required water distribution system network and to provide water service to the the developable parcels.

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

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

D. Roadway Improvements

The District will be constructing certain roadway improvements as required by the local authorities within publicly dedicated lands or easements, consisting but not limited to the extension of Panther National Boulevard (f.k.a. 140th Avenue North Boulevard) from Avenir Drive to Northlake Boulevard and the extension of Avenir Drive from Panther National Boulevard to the west property line of the District. The roadway components include but are not limited to the road subgrade, rock base, asphalt, curbing and sidewalks, asphalt paths, streetlights owned by the

District, turn lanes, pavement markings and traffic control devices. The District will only finance roadways that are open and available for public use.

E. Open Space and Recreation

As approved by the City Development Order, the District will construct certain common area trails, pathways, lake parks and other open space amenities as it may be required by the City. The District will purchase all or a portion of the landscape buffers, open space buffers and public recreation tracts. These areas will be available for the use by the general public.

F. Landscaping, Irrigation, Entrance Features, Hardscapes

Landscape buffers will be constructed which will require earthwork operations to construct berms, the installation of landscape material and irrigation, and the differential cost of undergrounding of electric utilities, as required by the City. A main entry feature will be constructed at the intersection of Northlake Boulevard and Panther National Boulevard and a sign will be constructed on Northlake Boulevard at the west end of the project. The entry feature will include signs, berms, landscaping, irrigation and fountains.

G. Conservation Area Mitigation

Wetlands within Assessment Area Three consist of wet pastures, marshes, wet prairies, and hydric pine flatwoods. The Conceptual Mitigation Plan ("CMP") for the Avenir development preserves, enhances and restores 2,426 acres adjacent to Palm Beach County natural areas and South Florida Water Management District-owned lands. The conservation areas for the District to fund consists of 2,027 acres encompassing Basins N-1 and N-2. These acres include existing wetlands and pine flatwoods in good condition, as well as improved and unimproved pastures with poor quality wetlands. The mitigation areas are located adjacent to the District's boundary and are currently owned by the Developer. The mitigation area is encumbered by a conservation easement dedicated to the South Florida Water Management District (the "SFWMD") and the Environmental Resource Management Permit issued by SFWMD for the Development requires the mitigation of certain conservation areas.

The conservation area and mitigation plan include increasing the control elevation, filling ditches, scraping down higher elevation pastures, and management of vegetation through various methods to promote re-growth of native plant communities and elimination of exotic, nuisance and inappropriate species. In addition, a conveyance swale along the west side of the North- South

Road will be planted as a buffer. Additional ditches will also be filled as part of the restoration plan.

The CMP includes a conceptual long-term management plan to maintain the mitigation areas, including fire management (please refer to Exhibit 4).

PART IV: PERMITTING, OWNERSHIP AND MAINTENANCE

The design and permitting of the infrastructure items described above is currently in progress. Following is a list of the permits that will be required for the installation of the improvements relating to Assessment Area Three – 2022 Project:

Agency	Jurisdiction
South Florida Water Management District	Surface water management system and lake excavation, paving and drainage system and wetland mitigation, water use and dewatering
Palm Beach County Land Development	Northlake Boulevard Intersection and driveway connections
South Florida Water Management District	Wetland mitigation
Seacoast Utility Authority	Water
Palm Beach County Water Utilities Department	Water
Palm Beach County Health Department	Water and Sewer
Florida Department of Environmental Protection	Water and Sewer
City of Palm Beach Gardens Fire-Rescue	Water
City of Palm Beach Gardens	Water, sewer, drainage, paving and related work, landscape, irrigation, recreation amenities, buildings and walls, plats

Permits for the construction of the improvements will be available upon applicant submitting the necessary plans, specifications, applications and fees as required by the permitting agencies and meeting the design criteria of the agencies having jurisdiction over the permitted improvements.

Applicant has obtained the following permits:

- South Florida Water Management Environmental Resources Permit for the master surface water management system.

Permits are expected to be obtained in the ordinary course.

The District will finance the construction and/or acquisition of the proposed improvements within Assessment Area Three, will convey certain improvements to public agencies and will operate and maintain certain other improvements not so conveyed to other public agencies. Following please find a list of the anticipated improvements that will be initially finance by the District along with the ultimate ownership entity information and the maintenance responsibility information:

Required Improvement	Ownership	Maintenance
Wastewater Collection/transmission System	Seacoast Utility Authority	Seacoast Utility Authority
Water Distribution System	Seacoast Utility Authority	Seacoast Utility Authority
Surface Water Management and Drainage System	Avenir CDD	Avenir CDD
Wetlands Mitigation and Conservation	Avenir CDD	Avenir CDD
Roadway Improvements	Avenir CDD	Avenir CDD
Open Space and Recreation	Avenir CDD	Avenir CDD
Landscaping, Irrigation, Entrance Features, Hardscapes	Avenir CDD	Avenir CDD

PART V: COST SUMMARY

The construction cost estimates to be financed by the District for planned improvements representing the Assessment Area Three – 2022 Project are as follows:

1. *2022 Bonds (Assessment Area Three – 2022 Project)*

The estimated costs for the phases of the public infrastructure to be constructed within Assessment Area Three being funded in whole or in part by the District by the issuance of one or more series of its 2022 Bonds (Assessment Area Three – 2022 Project) are as follows:

Items	Description	Total Estimated Cost
1	Surface water management and drainage system	$10,000,000
2	Master drainage system and drainage pump station	$8,500,000
3	Wastewater collection/transmission system	$4,500,000
4	Water distribution system	$4,500,000
5	Roadways	$16,500,000
6	Open space and recreation areas	$6,500,000
7	Landscaping, irrigation, entrance features, hardscapes	$10,000,000
8	Conservation area mitigation	$3,594,000
9	Surface water management, road rights-of-way, buffers, recreation tracts and open space related land acquisition (Approximately 70 acres of land to be purchase)	$10,906,000
	TOTAL =	$75,000,000

Soft Cost, Permit Fees, General Conditions:

The items listed above include financing costs, consulting fees and soft costs fees for planning, design, engineering, and surveying, permitting fees, appraisals, legal and administrative fees, water and sewer impact fees, City and County impact fees pertaining the site infrastructure and project management related to the District's public infrastructure program. The City, County and State impose permit fees for the construction of the proposed infrastructure improvements. These fees vary depending on the type of work involved and are usually based on a percentage of the total cost of the work. Any fees related to the proposed public improvements by the Developer will be paid on behalf of the District.

Land Acquisition:

The cost estimates for any acquisition of lands by the District set forth in this Report was based on information provided by the Developer. It is understood that the actual price paid by the District will be determined by the lower of the cost basis to the Developer or the appraised value determined by an independent appraisal commissioned by the District.

There are approximately 70.00 acres of land to be acquired by the District at a cost of approximately $155,800.00 per acre based on previous appraisals obtained by the District, subject to adjustments for current land prices. The cost of the land purchase is approximately $10,906,000.00.

PART VI: CONCLUSION

A. Benefits and Costs:

The planned improvements described above will provide a direct and special benefit to the properties and residential parcels within Assessment Area Three.

B. Recommendations:

The District will need to obtain revenues for the purpose of funding the construction of the required public improvements listed in this Report. In order to generate this revenue, the District will rely on non-ad valorem revenues levied against the assessable lands within Assessment Area Three and issue its 2022 Bonds, the debt service for which will be paid from such annual non-ad valorem assessments levied on lands within the benefitted areas within Assessment Area Three within the District and collected by the District. Also, the District will collect an annual "operation and maintenance Assessment" to be determined, assessed and levied by the Board upon all of the assessable lands within the benefitted areas within Assessment Area Three for the purpose of defraying the cost and expenses of operating and maintaining District owned improvements.

C. Modifications to the Report:

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

Based on the information obtained to date and the recommendations listed in the reports prepared by various consultants associated with the Assessment Area Three – 2022 Project, it is our opinion that as set forth in the approval requirements from the applicable governmental entities, the lands in the District can be developed for its intended use.

The estimated cost associated with the planned improvements is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for on-going and similar items of work in the area. The labor market, future costs of equipment and material, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than the estimated value. The professional services for establishing the opinion of estimated

construction cost are consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

It is our opinion that the special benefits to be received by the landowners and residents within Assessment Area Three within the District as a result of the construction of the public infrastructure constituting the Assessment Area Three – 2022 Project is at least equal to the cost thereof.

I hereby certify that the foregoing is a true and correct copy of the Engineer's Report for the Avenir Community Development District.

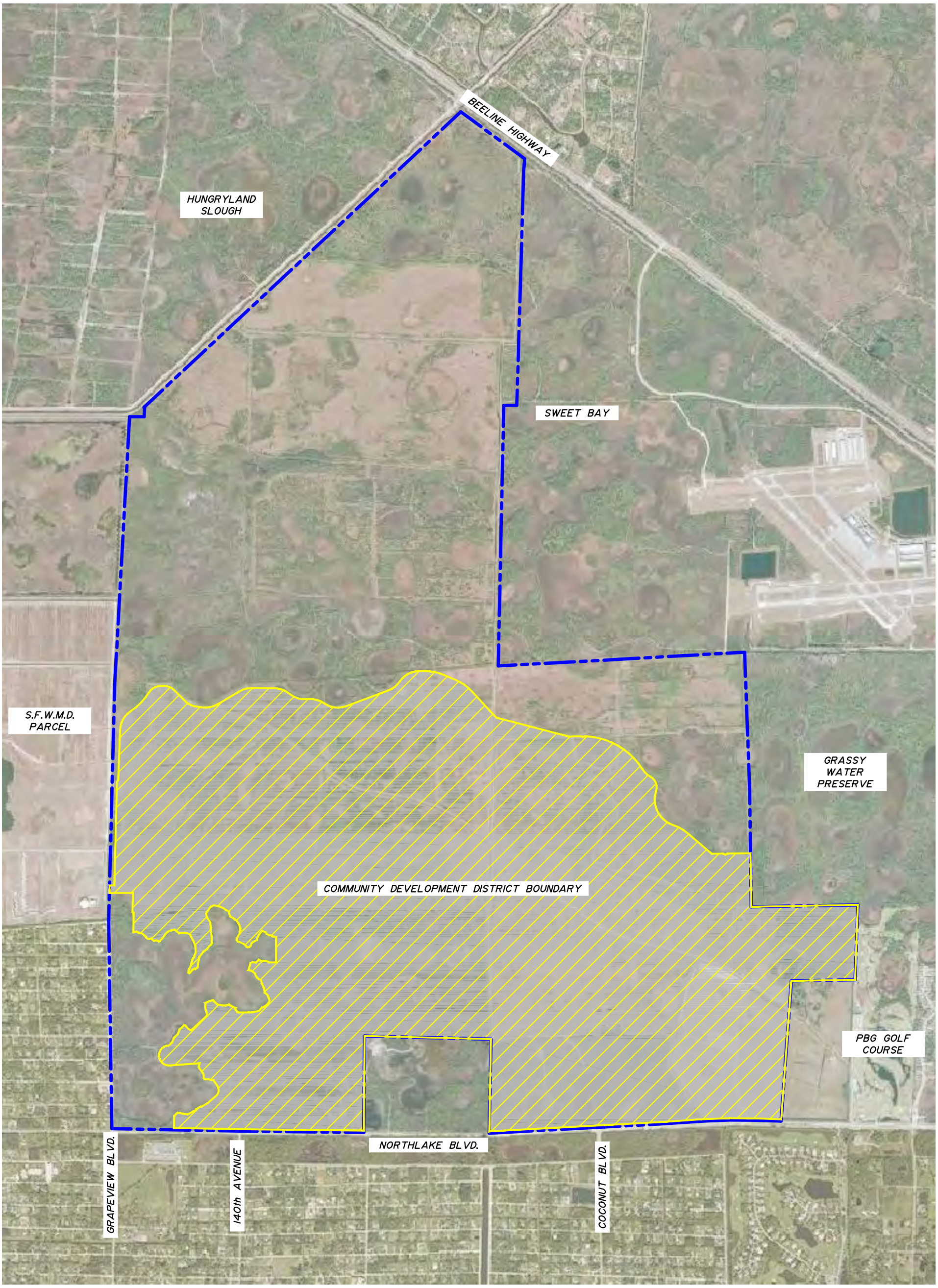
Sincerely,

BALLBÉ & ASSOCIATES, INC.

Date: 10/12/2022

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

PART II - GENERAL INFORMATION	
Exhibit 1	Avenir C.D.D. Location Map



PROPERTY BOUNDARY LIMITS

COMMUNITY DEVELOPMENT DISTRICT BOUNDARY

NORTH

0 2000 4000

Feet

Engineer of Record:
Carlos J. Ballbe'

9/13/2016

Reg. Eng. No. 41811
State of Florida

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

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

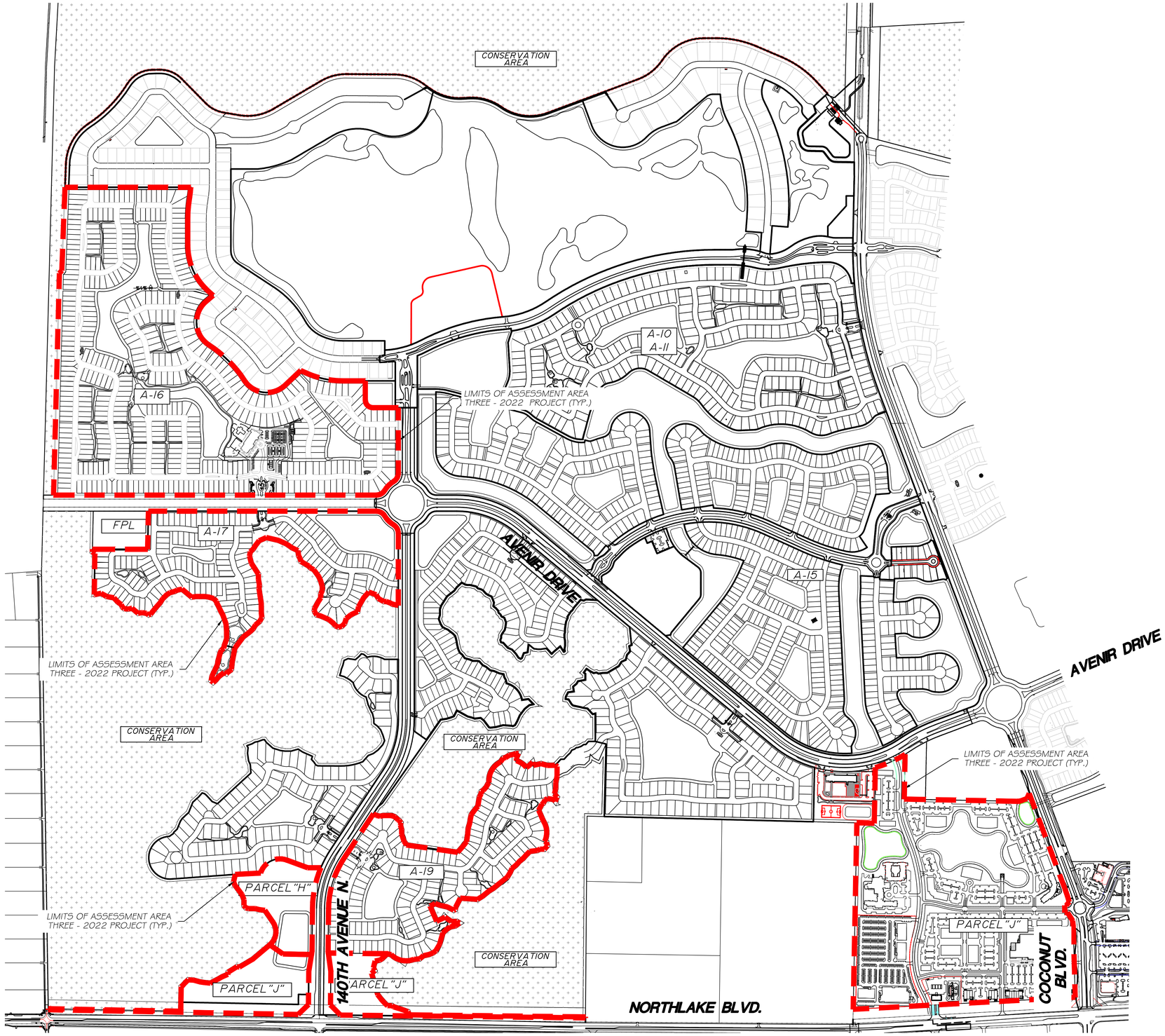
EXHIBIT I
LOCATION MAP

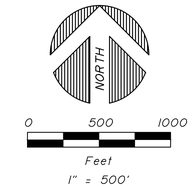
AVENIR C.D.D.
AVENIR HOLDINGS, LLC

AVENIR

PART II - GENERAL INFORMATION	
Exhibit 2	Assessment Area Three – Legal Description

PART II - GENERAL INFORMATION	
Exhibit 3	Assessment Area Three – 2022 Project Area Plan





ASSESSMENT AREA THREE 2022 PROJECT

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION
6	?	CJB	REVISE SECTIONS H-H & I-I				
4	?	CJB	REVISE SECTIONS H-H & I-I				
3	?	CJB	REVISE SECTIONS H-H & I-I				
2	?	CJB	REVISE SECTIONS H-H & I-I				
1	?	CJB	REVISE SECTIONS H-H & I-I				

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

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBE'
Registered Engineer Number: 41811
State of Florida
Date: 10/26/2022

ASSESSMENT AREA THREE - 2022 PROJECT AREA PLAN

EXHIBIT 2
AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number: 201622

Sheet Number: 1 OF 1

PART III: PLANNED IMPROVEMENTS	
Exhibit 4	Conceptual Mitigation Plan ("CMP")

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

AVENIR

CONCEPTUAL WETLAND MITIGATION PLAN

Prepared For:
AVENIR

Prepared By:
EW Consultants, Inc.

August 2016

Revised February 2017

Revised July 2017

Revised August 2017

1000 SE Monterey Commons Boulevard, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

INTRODUCTION

The following Conceptual Compensatory Wetland Mitigation Plan has been prepared in support of the Environmental Resource Permit application for the construction of the Avenir project in Palm Beach Gardens. The proposed project is located on agricultural lands north of Northlake Boulevard, west of the North County General Aviation Airport, south of Beeline Highway (SR 710), and east of the Mecca Farms property and the Acreage. The property is approximately 4.5 miles in its longest north-south dimension and 2.5 miles in its longest east-west dimension. A Site Location Map (Figure 1) and Aerial Photo dated 2015 (Figure 2) are provided in Appendix A.

The property is 4,763 +/- acres, of which the project proposes the development of 2,337 +/- acres (the "Development Area") for a mixed use residential, commercial, and institutional community. The remainder of the property, 2,426 +/- acres (the "Conservation Area"), will remain undeveloped including 1,052 +/- acres of existing wetlands that will constitute the basis of the compensatory mitigation for proposed impacts within the Development Area. A map depicting the Conservation Area and the Mitigation Areas is included in Appendix A as Figure 3. This Conceptual Compensatory Wetland Mitigation Plan provides the details and specifications for the restoration of the wetlands and associated wetland buffer areas on the site.

The proposed Conservation Area entails approximately 2,400 acres. It is helpful to understand the magnitude of this habitat restoration and preservation program by putting it into context with other better known or similar projects. For instance, the Palm Beach County Unit 11 Regional Off-Site Mitigation Area directly adjacent to the west is an area of approximately 1,700 acres and thus smaller than the Conservation Area proposed for Avenir. A Corps of Engineers Regional General Permit for The Acreage allows for impacts on up to 1,627 acres of wetlands in The Acreage to be offset by the acquisition, restoration, and management program in Unit 11 while the Avenir plan proposes impacts to approximately 940 +/- acres of wetlands, approximately 690 fewer acres than what is mitigated by the 1,700 acre Unit 11 project.

Another example is the Loxahatchee Mitigation Bank which totals 1,250 +/- acres and is permitted to provide 641 wetland mitigation credits. This amount of mitigation credit could offset the entire wetland impact proposed by Avenir on nearly 1,000 acres less land than the proposed Conservation Area. A third example is the Sandhill Crane restoration project just north of the Avenir property. It is comprised of 1,425 acres of wetland and upland habitat restoration of a very similar nature to that proposed for the Conservation Area. Coincidentally, historic aerial photography indicates that the area of the Sandhill Crane restoration project was cleared, ditched, and drained for agriculture at the same time (early 1950s) as much of the Avenir property. At about two thirds the size of the Avenir Conservation Area, the Sandhill Crane project is considered a critical element in the efforts to restore the Loxahatchee Slough. Clearly the size, location, and habitat restoration proposed for the Avenir Conservation Area will provide an important additional contribution towards achieving this critical function.

MITIGATION WORK PLAN

There are two distinct elements to the mitigation plan based on the geography of the site as well as the approach to surrounding activities and existing external features (please refer to Figure 3):

The smaller of the two elements is comprised of approximately 278 acres of wetlands located in the southwest portion of the Avenir property. This area, unlike the remainder of the Conservation Area is contained within/surrounded by the proposed development area, existing roadway (Northlake Boulevard), and existing development (the Acreage). As a result of these factors, this area will be hydrologically separate from the larger Conservation Area and will be managed independently. For ease of reference throughout this plan, this area is referred to as the Southwest Mitigation Area.

The second and larger element of the mitigation program is located north of the proposed development boundary. This area will be a stand-alone restoration, mitigation, and conservation area which currently includes 773+/- acres of existing wetlands. This area will be hydrologically separate from all development and is designed to operate as a rainfall driven wetland system. For ease of reference, this area is described as the Northern Mitigation Area throughout this plan. Within the Northern Mitigation Area there are two distinct zones that are separated by the proposed north-south road from the development area to Beeline Highway. These two areas will have differing control elevations however, the mitigation and restoration actions in these areas will be consistent.

Overall, the compensatory mitigation will consist of the restoration of 1,052 +/- acres of existing wetlands as well as an increased wetland area (rehydration of areas that are currently upland pasture) of approximately 800 +/- acres that occur within the Northern Mitigation Area. These restored wetlands will benefit from the restoration and preservation of 455 +/- acres of contiguous upland areas that occur within the Northern and Southwest Mitigation Areas. Please refer to Figure 4 of the Mitigation Work Plan drawings provided as Appendix B for a depiction of the post-restoration conditions anticipated within the Conservation Areas.

Virtually all of the 1,052 +/- acres of existing wetlands that are subject to the proposed mitigation activities have been altered in some fashion by agricultural and/or silviculture activities. The clearing, ditching, and crop rotation of the past 50 plus years of row crop production, timber harvest, and cattle grazing on the site have resulted in long term effects and changes that have altered the composition of natural systems. The additional 800 +/- acres of wetlands proposed for restoration from existing upland pasture areas are currently non-native upland areas that have resulted from the long term agricultural drainage system on the property.

The compensatory wetland mitigation activities to be implemented in accordance with this Conceptual Mitigation Plan will entail four main categories of activity which will include preservation through conservation easement, hydrologic restoration, invasive species eradication and control, and long term habitat management. Each of these activity areas is described in further detail as follows.

Preservation –

The entire 2,381.91 +/- acres of the Conservation Area will be preserved through recording of a conservation easement. The conservation easement will be granted to South Florida Water Management District (SFWMD) with third party enforcement rights to the U.S. Army Corps of Engineers. Survey, legal descriptions, sketches, and other required documentation will be completed to the satisfaction of the SFWMD after which the conservation easement will be recorded in the public records of Palm Beach County. A fully recorded copy of the conservation easement will be provided to SFWMD upon completion of recordation.

Hydrologic Restoration–

The primary driver in the success of this Conceptual Compensatory Wetland Mitigation Plan is to restore a more natural hydrological regime to the wetlands located throughout the Mitigation Areas. The means of achieving this will differ between the Southwest Mitigation Area and the Northern Mitigation Area. The ultimate goal is to raise the prevailing water table elevation to the maximum extent practical to more closely mimic historic natural conditions, re-establish surface water flows to follow natural topographic contours, slow the rate of runoff, and increase depth and duration of inundation in the wetlands.

Southwest Mitigation Area –

The existing constraints of Northlake Boulevard to the south (controlled at elevation 17.0 NGVD) and the Acreage to the west (controlled at 17.0 NGVD) limit the opportunities for hydrologic restoration in this area. However, this area benefits from not having had significant agricultural drainage in the past, and the current wetland hydroperiods (field measured normal pool elevations ranging from 20.5' to 21' NGVD) are generally supportive of continued existence of the wetlands in this area. The proposed development adjacent to these wetlands in the Southwest Mitigation Area will have a control elevation of 19.0' NGVD and thus will also limit the upper range of hydrologic restoration in these wetlands.

Given the surrounding constraints, the hydrologic restoration in the Southwest Mitigation Area will entail provision of impermeable barriers as necessary for the areas of wetland that may otherwise be adversely affected by the proposed lakes and associated control elevation in the on site development. In addition, provision of a perimeter berm at a minimum elevation of 23.0' NGVD will eliminate areas where there are currently connections to the agricultural drainage system to the east and north.

Northern Mitigation Area –

The wetlands that will benefit most from the hydrologic restoration are those that have been subjected to the effects of the on site agricultural drainage system. Wetlands located throughout the Northern Mitigation Area typically exhibit a highly disturbed vegetative composition that is the result of adaptation to these altered hydrological conditions along with grazing activity. The implementation of the hydrologic restoration will increase the average water depth throughout the Northern Mitigation Area and will lengthen the duration of the inundated conditions (the

hydroperiod). The restored natural hydroperiod will support the vegetative community restoration effort by controlling undesirable transitional and upland vegetation while supporting existing wetland vegetation and the natural recruitment and propagation of desirable wetland plant species. These effects will be achieved in the areas that are currently jurisdictional wetlands as well as the areas that are currently disturbed uplands but will transition to jurisdictional wetlands as a result of the hydrologic restoration activities.

In order to accomplish this goal, the hydrologic restoration plan for the Northern Mitigation Area will include the implementation of the following three components:

1) Intercept/backfill the existing agricultural drainage infrastructure within the site in order to slow the rate of runoff and increase depth and duration of inundation,

2) Backfilling and re-grading of existing canals and roads to redirect surface water flows to follow natural topographic contours within the site, and

3) Increase the effective control elevation within the Northern Mitigation Area in order to raise the prevailing water table elevation to more closely mimic historic natural conditions.

Slowing the rate of runoff and increase depth and duration of inundation:

Intercepting the agricultural drainage infrastructure within the Northern Mitigation Area will entail plugging, backfilling, and potentially installing control structures at the locations where the main internal agricultural canals connect to the primary outfall canal(s). This initial step in the hydrologic restoration plan will slow the rate of runoff and increase depth and duration of inundation. A control elevation of 20.5' NGVD will be established west of the proposed north-south road.

The use of earthen ditch blocks as temporary measures followed by backfilling of agricultural ditches and canals will allow for the elimination of artificial surface water connections that were created to accelerate drainage and lower the prevailing ground water levels for agriculture. The spoil material that resulted from the excavation of the canals, ditches, and swales used for historical agricultural drainage was typically deposited along the excavated canals, ditches, or swales, and used as a berm or elevated farm road to facilitate the maintenance of those surface waters and access throughout the property.

The installation of earthen ditch blocks will be used on a temporary basis to facilitate backfilling of canal and ditch sections, which will be filled in their entirety and graded to match surrounding natural elevations. Fill material will be generated from a combination of the existing berms created by the material originally excavated from the canals and ditches as well as material generated from the scrape down of existing upland pasture areas. Please refer to Figure 5 of the Mitigation Work Plan drawings provided as Appendix B, depicting the proposed backfilling of the agricultural canal network.

If necessary, the installation of control structures (typical culvert and riser systems) in appropriate locations will allow for establishment of the initial control elevation of 20.5' NGVD west of the proposed north-south road as well as adaptive management variation of the effective water levels at strategic hydrologic connection points. These control structures will allow the implementation of adaptive hydrologic management, based on the observed or required changes over time in the mitigation area. The hydrologic restoration will be a primary driver in the invasive nuisance and

exotic vegetation eradication effort as well as the desirable native wetland vegetation enhancement effort.

Restoring surface water flows:

Backfilling and re-grading of existing roads and canals within the mitigation area will be undertaken in a strategic fashion in order to redirect flows to more natural, "overland" flow patterns. The historic agricultural activities and the creation of ditches and resultant spoil banks on the site have fragmented the landscape to facilitate the management of surface water flows and the ground water table. The systematic creation of conveyance canals, drainage ditches, and swales in a "grid" pattern has accelerated drainage to accommodate agricultural uses leading to isolation and severing of wetland systems as well as altering their upland contributing areas.

The entire Mitigation Area has been recently mapped using LIDAR technology, which provides relative elevation data from which natural flow patterns can be derived. In combination with historic and current aerial photography, flow way patterns will be developed based on actual ground elevations and historic flow patterns. When combined with the detailed mapping of existing canals, ditches and elevated dirt roads, the interruptions to the natural flow patterns have been identified. This approach will function in a rainfall driven system to move water along natural flow paths and follow the underlying topographic contours of the Northern Mitigation Area. In the event that external sources of additional water become available, this systematic natural approach will provide for a functional flow way that can accommodate additional flows with little or no modification.

In general, the hydrologic restoration activities will progress from the higher elevation areas toward the lower elevation areas in order to maximize opportunity to work in "drier" conditions for the backfilling of canals and ditches. Temporary earthen plugs may be used to isolate sections of ditches or canals to prevent runoff of turbid canal water as well as allow for drying out of sections to facilitate earthwork.

Raising the prevailing water table elevation:

The current normal pool elevation in most wetlands within the Northern Mitigation Area is lower than the expected natural condition for these wetlands. During the wetland delineation efforts for the overall property, select wetland systems were analyzed for indicators of seasonal high water elevations as well as normal pool elevations. For the wetlands throughout the property, the seasonal high water elevation indicators (where indicators were available) showed inundation at levels generally consistent with the wetland systems and expected depth. This observation indicates that there is sufficient precipitation input to fully hydrate wetland systems on a regular basis. The normal pool elevations however, where inundation generally occurs for extended periods, ranged from 12 to 18 inches lower than what would be expected for the given wetland systems. This indicates a "flashy" hydrologic system where otherwise normal inundation levels do not have sufficient duration within the system to support the areal extent and type of wetland systems expected.

The primary cause of this condition is a prevailing water table level below the otherwise natural conditions, which in this case is the result of a control elevation for the overall site that is set to

achieve agricultural drainage rather than natural wetland conditions. The restoration design approach anticipates an increase in effective control elevation for the Northern Mitigation Area on the order of 18 inches as a result of backfilling ditches, modifications to outfall structures, and the surface water management system within the Development Area. The Northern Mitigation Area consists of two separate basins, one east of the north-south road and one west of the road. For the area east of the north-south road, a control elevation of 18.5' NGVD will be established. For the basin west of the north-south road, a control elevation of 20.5' NGVD will be established. The hydrologic restoration will result in a more consistent continuum of wetland conditions whereby deep water (freshwater marsh and open water) conditions occur in the central portions of wetland systems and transition to shallow water shorter hydroperiod (wet prairie) conditions in the outer limits of the wetlands.

Please refer to Figure 6 of the Mitigation Work Plan drawings provided as Appendix B for the locations and data from wetlands where seasonal high water and normal pool water elevations were marked and measured by survey. The initial survey data was collected in NAVD however, since the surface water management design and surrounding areas are all documented in NGVD, these elevations have been converted to NGVD to facilitate comparison.

Habitat Restoration–

As a result of the hydrologic and vegetative restoration, the vegetation associations found within the mitigation area will be enhanced and restored to desirable native habitats. The major habitat types to be restored within the mitigation area include pine flatwoods, dry prairies, flatwoods marshes, depression marshes, wet prairies, ponds, and strands. This nomenclature follows the descriptions of the ecological communities presented in Ecosystems of Florida (Myers, 1990).

Pine Flatwoods and Dry Prairies

These upland habitat types are common in South Florida and are characterized by low, flat topography, and relatively poorly drained soils. These habitats are naturally dependent on a frequent fire regime and occasional inundation. Pine flatwoods can exhibit sparse to dense canopy coverage, usually the result of the fire regime, or lack thereof. The pine flatwoods understory is typically low to the ground and dominated by a mosaic of low shrubs (saw palmettos, gallberry, wax myrtle, and fetterbush) and the ground cover is comprised of grasses and forbs (wiregrasses, broomsedge, and love grasses).

The pine flatwoods found on site typically suffer from the lack of a natural fire regime, usually due to fire suppression. Due to the conversion of the land to pastures and agricultural fields, and the lack of regular fires, there are currently no dry prairie habitats on site. The pine flatwoods found within the mitigation area exhibit signs of fire suppression that include:

- a high tree density per acre, overgrown understory,
- limited ground cover by graminoids and forbs,
- a dense accumulation of dead vegetation creating excess fuel accumulation,
- the presence of invasive exotic vegetation.

The proposed vegetation management activities will aim at promoting an increase in vegetation diversity and provide greater foraging opportunities for wildlife. The thinning of native vegetation such as slash pines and saw palmettos in the canopy and subcanopy through mechanical removal and prescribed burns will allow for a greater groundcover vegetation diversity. The eradication of invasive exotic vegetation (e.g. Brazilian pepper) will create openings and further opportunities for greater groundcover vegetation diversity. Some improved pastures will also be restored to pine flatwoods and dry prairies through the mechanical removal of pasture and forage grasses, the replanting of desirable native vegetation, and the implementation of prescribed burns.

The proposed hydrologic restoration will also raise the prevailing water table and create short period of inundation in the lower elevations of the pine flatwoods and dry prairies. These short inundation periods will provide additional opportunities for increased vegetation diversity, particularly for graminoids and forbs that can respond rapidly to changes in hydrology in both the pine flatwoods and the dry prairies.

Native upland plants to be installed as part of the upland re-vegetation effort will be selected from the following plant list:

Pine Flatwoods Supplemental Native Wetland Vegetation Planting List–

Common name (*Scientific name)*

Slash pine (*Pinus elliottii*)
Myrsine (*Myrsine guianensis*)
Dahoon holy (*Ilex cassine*)
Saw palmetto (*Serenoa repens*)
Gallberry (*Ilex glabra*)
Fetterbush (*Lyonia lucida*)
Rusty staggerbush (*Lyonia ferruginea*)
Wild coffee (*Psychotria nervosa*)
Elliott's lovegrass (*Eragrostis elliottii*)
Purple lovegrass (*Eragrostis spectabilis*)
Wiregrass (*Aristida stricta*)
Fakahatcheegrass (*Tripsacum dactyloides*)
Hairawn muhly (*Muhlenbergia capillaris*)

Dry Prairie Supplemental Native Wetland Vegetation Planting List–

Common name (*Scientific name)*

Gallberry (*Ilex glabra*)
Fetterbush (*Lyonia lucida*)
Elliott's lovegrass (*Eragrostis elliottii*)
Purple lovegrass (*Eragrostis spectabilis*)
Wiregrass (*Aristida stricta*)
Fakahatcheegrass (*Tripsacum dactyloides*)
Hairawn muhly (*Muhlenbergia capillaris*)

Hydric Pine flatwood / Wet Flatwoods

This forested wetland habitat type is an ecotonal community found between the drier pine flatwoods and wet prairies. This community is also naturally dependent on a frequent fire regime and regular inundation. While slash pines will dominate areas with short hydroperiods and frequent fires, cypress trees are more adapted to frequently inundated areas that are naturally fire-suppressed and may be the dominant species in some areas of hydric pine flatwoods. Hydric pine flatwoods are differentiated from pine flatwoods/dry prairies by differences in the subcanopy and groundcover with the hydric pine flatwoods exhibiting understory and groundcover strata dominated by wetland plant species.

The hydric pine flatwoods found on site typically suffer from the lack of a natural fire regime and lowered ground water table that have allowed plants that are less tolerant of frequent inundated conditions to dominate this habitat. The slash pine canopy has been crowded by numerous young pines and the subcanopy has become dominated by tall saw palmettos, gallberry, and wax myrtle.

The proposed vegetation management activities will aim at promoting an increase in vegetation diversity and provide greater foraging opportunities for wildlife. The thinning of native vegetation such as slash pines and saw palmettos in the canopy and subcanopy through mechanical removal and prescribed burns will allow for a greater groundcover vegetation diversity. The eradication of invasive exotic vegetation (e.g. Melaleuca and Brazilian pepper) will create openings and further opportunities for greater groundcover vegetation diversity.

In addition, the proposed hydrologic restoration will raise the prevailing water table and convert upland pine flatwoods into hydric pine flatwoods. The inundated conditions will shift the understory vegetation composition towards species that are tolerant of inundated conditions and provide opportunities for increased vegetation diversity, particularly for graminoids and forbs that can respond rapidly to changes in hydrology.

Native hydrophytic plants to be installed as part of the wetland restoration will be selected from the following plant list:

Hydric Pine flatwood / Wet Flatwoods Supplemental Native Wetland Vegetation Planting List–

Common name (*Scientific name)*

Slash pine (*Pinus elliottii*)
Myrsine (*Myrsine cubana*)
Cocoplum (*Chrysobalanus icaco*)
Button bush (*Cephalanthus occidentalis*)
Fetterbush (*Lyonia lucida*)
Cord grass (*Spartina bakeri*)
Gama grass (*Tripsacum floridana*)
Beak rush (*Rhynchospora* spp.)
Sawgrass (*Cladium jamaicense*)
St. John's wort (*Hypericum* spp.)
Wiregrass (*Aristida stricta*)
Swamp fern (*Blechnum serrulatum*)
Purple lovegrass (*Eragrostis spectabilis*)
Elliott's lovegrass (*Eragrostis elliottii*)

Depression Marshes and Wet Prairies

These herbaceous wetland communities typically occur in conjunction with one another. The wet prairie plant community occurs typically at the fringes of the wetlands, on sandy substrate, where the hydroperiod ranges from a few weeks to several months during normal years. The depression marsh plant community typically corresponds with the deeper center areas of those wetlands, where organic soils (peat or muck) are present, as organic material accumulation occurs under nearly constant inundation conditions.

The vegetation diversity and density is dependent on the variations of the hydrologic regime. While inundated conditions favor nearly exclusively hydrophytic plant species, temporary dry downs are necessary to allow seed germination and promote plant diversity. If prolonged inundation conditions occur, diversity diminishes as annual plant species die off (e.g. maidencane and beakrush) and do not re-generate while short-lived perennials (e.g. St. John's Wort) persist. Finally, in the center of those marshes that exhibit near continuous inundation over several growing seasons, perennials such as pickerel weed or arrowhead tend to dominate.

The fire regime will also dictate the vegetation composition by limiting the invasion by woody species growth (e.g. slash pine and wax myrtle), controlling the herbaceous and forbs growth, and affecting (burning off) peat accumulation.

As a result, while dominated by herbs and forbs plant species, these habitats can experience highly variable plant composition year over year, in response to recent and extreme changes in hydrology, whether temporary or prolonged, and the occurrence of fires.

The proposed vegetation management activities will aim at promoting an increase in vegetation diversity and provide greater foraging opportunities for wildlife. The thinning of native vegetation such as wax myrtle and saltbush through mechanical removal and prescribed burns will allow for a greater groundcover vegetation diversity. The eradication of invasive exotic vegetation (e.g. Melaleuca and Brazilian pepper) will create openings and further opportunities for greater groundcover vegetation diversity.

In addition, the proposed hydrologic restoration will raise the prevailing water table and promote the accumulation of organic soils in the deeper depressional marsh. This will provide opportunities for increased vegetation diversity, particularly for graminoids and forbs that can respond rapidly to changes in hydrology in the higher elevations of the wet prairies.

Native hydrophytic plants to be installed as part of the wetland restoration will be selected from the following plant list:

Wet Prairies Native Wetland Vegetation Planting List –

Cord grass (*Spartina bakeri*)
Eastern gamagrass (*Tripsacum dactyloides*)
Beak rush (*Rhynchospora* spp.)
Sawgrass (*Cladium jamaicense*)
Spikerush (*Eleocharis cellulosa*)

Depression Marshes Native Wetland Vegetation Planting List –

Common Name (*Scientific name*)

Button bush (*Cephalanthus occidentalis*)
Arrowhead (*Sagittaria lancifolia*)
Pickerel weed (*Pontederia cordata*)
Golden canna (*Canna flaccida*)
Sawgrass (*Cladium jamaicense*)
Spikerush (*Eleocharis cellulosa*)
Giant bulrush (*Scirpus californicus*)
Fire flag (*Thalia geniculata*)
White water lily (*Nymphaea odorata*)

Ponds and Strands

These forested wetland communities typically occur in wetland areas that experience prolonged periods of inundation, infrequent to rare fires, and a significant accumulation of or organic matter. These systems are typically considered stillwater swamps, where there is no discernible surface water flow due to a lack of gradient. Several of these cypress ponds and bay swamps are found within the mitigation area and are usually located in isolated depressions.

Under rare circumstances such as after unusually high rainfall events, these isolated ponds may become hydrologically connected and create strand systems. The mitigation area exhibits one large strand system dominated by Carolina willow, dahoon holy, pond apple, and bay trees.

The proposed vegetation management activities will aim at promoting an increase in vegetation diversity and provide greater foraging opportunities for wildlife. The eradication of invasive exotic vegetation (e.g. Brazilian pepper, melaleuca, and old world climbing fern) will create openings and further opportunities for greater groundcover vegetation diversity. The prescribed burn cycles will also limit the recruitment of hardwood species at the fringe of these wetland systems.

The proposed hydrologic restoration will also raise the prevailing water table and provide a more natural fluctuation of water levels. The variations in the areal extent of the inundated areas will provide opportunities for greater seed dispersal for species like cypress trees and red maples, thus enhancing the vegetation regeneration.

Native hydrophytic plants to be installed as part of the wetland restoration will be selected from the following plant list:

Ponds and Strands Native Wetland Vegetation Planting List –

Cypress (*Taxodium* spp.)
Sweetbay magnolia (*Magnolia virginiana*)
Swamp bay (*Persea palustris*)
Laurel oak (*Quercus laurifolia*)
Pond apple (*Annona glabra*)
Strangler fig (*Ficus aurea*)
Myrsine (*Myrsine cubana*)
Cocoplum (*Chrysobalanus icaco*)

Button bush (*Cephalanthus occidentalis*)
Wax myrtle (*Myrica cerifera*)
Lizard tail (*Saururus cernuus*)

Invasive Nuisance and Exotic Species Eradication and Control –

The current conditions in the wetland mitigation area and surrounding upland areas located throughout the Conservation Area can be characterized as severely invaded by non-native invasive vegetation species. The wetland systems exhibit a varying degree of invasion by non-native vegetation, with some areas near monocultures of melaleuca and others with only occasional occurrence of invasive non-native species. Upland areas range from improved pastures to relic pine flatwoods and also exhibit a varying degree of invasion by non-native vegetation. Improved pastures are typically dominated by smut grass as well as non-native forage grasses such as bahia grass, and exhibit Brazilian pepper and wax myrtle thickets ranging from scattered to near monocultures.

This range of conditions along with the relatively large area of wetland and upland restoration (>2,400 acres) will require a stepwise process for initial eradication of invasive non-native vegetation tailored to the landscape conditions within different habitat regimes. Although examples of typical invasive species are prescribed for eradication in the following sections, eradication and control of invasive species will include all Category I and II invasive species in accordance with the most recent edition of the Florida Exotic Pest Plant Council (FLEPPC) listing.

Southwest Mitigation Area -

The exotic and nuisance vegetation occurrence in the Southwest Mitigation Area is almost exclusively invasion by melaleuca within the wetlands. Although there are minor occurrences of other invasive non-native species (especially old world climbing fern), melaleuca is the primary species in need of eradication. It occurs in densities that vary from individual trees within an otherwise native area to monoculture stands within portions of the wetlands. Although typical measures for eradication of all invasive and nuisance species will be completed in this area (refer to detailed approach provided below), site specific techniques for eradication of the melaleuca and old world climbing fern (typically growing on the melaleuca) in the Southwest Mitigation Area will be implemented as follows.

- In the majority of the wetlands, the melaleuca coverage occurs as occasional single trees or small groupings. In these areas, the eradication will take place through hand pulling or cutting with herbicide treatment of any cut stumps.

- There are approximately 25 acres of these wetland areas that are essentially monocultures of melaleuca tightly growing at canopy coverages exceeding 75%. This melaleuca density, along with several heavy occurrences of old word climbing fern has shaded out all or nearly all native species. In order to achieve successful restoration and native recruitment in these areas, this melaleuca and the associated old world climbing fern will be removed by mechanical means. Although field conditions will dictate the final equipment and methods, the proposed approach is to use a "feller/buncher" which will harvest trunks leaving stumps cut off less than 12" from the

ground surface. The stumps will be treated with herbicide to prevent re-growth and the trunks will be removed and hauled off site.

Please refer to Figure 7 of the Mitigation Work Plan drawings provided as Appendix B for a depiction of the areas in the Southwest Mitigation Area wetlands where coverage densities of melaleuca exceed 75% canopy closure, which will be the guide for proceeding with the methods of eradication described above.

Northern Mitigation Area –

The exotic and nuisance species occurrence in the Northern Mitigation Area is more highly variable in type and coverage than that in the Southwest Mitigation Area. In addition, several native species that can reach nuisance levels (cattail, Carolina willow, wax myrtle, salt bush, dog fennel) occur in dense or monotypic stands that will be subjected to selective thinning activities to promote desirable wetland and upland vegetation diversity and density. Nuisance level native vegetation coverage reduction will be achieved through the approach detailed below.

Initial Invasive Exotic Vegetation Eradication -

The primary species of concern in the wetland systems is melaleuca. Because the density of melaleuca trees varies so widely within and between wetland systems, several different approaches to eradication will be necessary.

Where it occurs in deeper areas of wetlands, depending on the trunk size, either girdling with herbicide treatment (for larger trees) or cut and stump treatment (for smaller diameter trees) will be utilized for eradication of melaleuca. Tree trunks will be left in place to decay and fall naturally, as any efforts at manual removal would likely result in significant collateral damage to the wetland substrate and remaining native vegetation. In addition, the decaying melaleuca trees will return biomass to the wetland systems where they occur, provide snags, and micro-topographic relief that will be beneficial to the establishment of an increasingly diverse fauna and flora. In areas where inundation is shallower and generally shorter, cutting and stump treatment will be employed in order to create open canopy which will allow for more rapid recruitment of native species.

Where practical, mechanical clearing will be utilized to remove trunks in high density areas of melaleuca. This approach will be utilized when substrate and native vegetation disturbance would be minimal and/or the benefit of the mechanical removal will outweigh potential vegetation and soil disturbance.

Herbaceous invasive species occurring in the wetlands (primarily torpedo grass and cattail) will be treated through foliar application of appropriate herbicides. The cypress swamp wetlands (as well as areas with stands of melaleuca) exhibit considerable invasion by old world climbing fern. Eradication of this species will be through foliar application of herbicide.

The initial eradication phase is anticipated to take approximately 12 months for completion. The various herbicide application methods must be spread over a sufficient amount of time and space to prevent “system collapse” that can occur when natural systems are overwhelmed by application of herbicides and their attendant effects. Rapid die off of biomass in a given time and space can result in excessive nutrient release that can overcome the assimilative capacity of individual

wetlands and connected wetland systems. As such, a systematic approach of treatment in distinct separate areas over specific time periods will be employed to prevent undesirable system wide effects.

All exotic vegetation as listed by the Florida Exotic Pest Plant Council (as amended from time to time) will be eradicated from the on-site mitigation areas.

- All eradication will be through herbicide application, hand clearing, and where appropriate, removal of dead material off-site.
- All eradication of woody exotics will through the cutting/treatment of the trunk and/or stump with an appropriately labeled herbicide.
- All eradication of non-woody exotic vegetation will be through application of appropriately labeled herbicide.
- The criterion for acceptance of eradication of nuisance and exotic vegetation will be 100 percent kill immediately after the completion of the eradication activity. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.
- Any 0.25 acre portion of the wetland mitigation area exhibiting nuisance and exotic vegetation coverage of five percent or more will trigger the need for additional exotic vegetation control activities for this particular portion of the wetland mitigation area.

Herbicides are required for the treatment of all stumps/trunks of woody vegetation to prevent re-growth, and for eradication of non-woody exotic and nuisance vegetation.

- All herbicide application activity will be conducted under the supervision of a Florida

Department of Agriculture licensed applicator, licensed for application of aquatic herbicides.

- All herbicides applied within the wetland area must be properly labeled for application in wetlands.
- All herbicide applied must include a visible tracer dye in the mix to facilitate observation of treated vegetation.

Invasive Native Nuisance Vegetation Management –

The selected approach will vary with the species targeted for thinning. As previously indicated, the primary driver of the mitigation plan is the overall hydrologic restoration. The hydrologic improvements will increase the hydroperiod throughout the Northern Mitigation Area. As a result, native nuisance species such as wax myrtle, saltbush, and dog fennel that are not tolerant of prolonged inundation and have invaded the mitigation wetlands due to past drained conditions will be controlled by the improved hydrology. These species are anticipated to die off and thin out due to extended flooding conditions.

For obligate wetland species such as Carolina willow and cattail, herbicide application techniques will be employed, as detailed in the above section for exotic species eradication.

Alternatively, where soil substrate and native vegetation allow, mechanical thinning through roller chopping or bush hog mowing may be employed to rapidly reduce above ground biomass.

Wetland Native Vegetation Restoration –

The mitigation areas exhibit three general habitat conditions that will require native vegetation restoration including; 1) areas dominated by invasive exotic vegetation, 2) areas that currently exhibit low or sparse desirable native vegetation coverage, and 3) areas that currently exhibit a dense native vegetation coverage that is monotypic or significantly less diverse than the expected natural system. In all of these cases, increasing density and diversity of the native vegetation composition will be required to restore or enhance wetland functions to achieve the ecological lift proposed by this mitigation plan.

Southwest Mitigation Area –

The mitigation wetlands in the Southwest Mitigation Area currently exhibit most or all of the expected native vegetation assemblage in a wet prairie/freshwater marsh wetland system. The occurrence of melaleuca and old world climbing fern is either in high density monocultures or sparsely distributed. In locations where these invasive exotic species are sparsely distributed, spot treatment for eradication will allow for open canopy and natural recruitment to restore the appropriate native wetland vegetation assemblage. In areas where monoculture of melaleuca and associated old world climbing fern occur, the eradication approach will entail cutting and removal of these species which will eliminate shading and open these areas to recruitment of native wetland species from surrounding wetland habitats. In the event that native recruitment has not re-populated these areas within 24 months of completing the eradication, a native wetland planting plan will be implemented to supplement species that have recruited naturally. The planting plan will utilize and where appropriate expand on the proposed planting list presented in the previous section on habitat restoration.

Northern Mitigation Area –

As restored hydrology is the primary driver of restoration of wetland conditions and functions in the Northern Mitigation Area, the mitigation area will rely on the hydrological restoration to create hydrologic conditions for the increased density and diversity of native vegetation. Given the abundant native vegetation seed source in the mitigation wetlands, the mitigation will allow natural recruitment of native species from existing and adjacent wetland systems.

The hydrologic restoration will result in increased hydroperiod throughout the Conservation Area, and as such, a shift in the native vegetation composition and distribution is anticipated resulting in the concentric wetland habitat characteristic typical of basin marsh wetlands. Vegetation with higher tolerance for deeper and longer duration inundation will establish in the deeper portions of the wetlands while those with less tolerance will shift toward the outer fringes of the wetlands.

Although natural recruitment is the proposed approach, it is reasonable to assume that there will be locations and circumstances under which this approach is not sufficient or the time to achieve the appropriate level of vegetative cover exceeds the time lag provided for in the calculation of functional gain.

In the event that native recruitment has not re-populated certain areas within the projected time lag period, a native wetland planting plan will be implemented to supplement species that have

recruited naturally. The planting plan will utilize and where appropriate expand on the proposed planting list presented in the previous section on habitat restoration.

Upland Native Vegetation Restoration –

The Northern Mitigation Area is comprised of a mosaic of wetland and upland areas. In addition to the restoration efforts that will take place in the wetland mitigation areas and the conversion of upland areas into wetlands, upland areas will remain as part of the Northern Mitigation Area mosaic. Those uplands will be managed so as to provide supporting habitat and buffer for the wetlands.

In general, areas that currently exhibit most or all of the components of an intact native upland vegetation association will be prioritized in order to re-establish ecotone habitat opportunities at the boundaries of existing wetland communities. Upland habitat restoration in areas that are currently cleared grassland/pasture will follow along with the completion of hydrologic restoration activities that will re-establish more natural boundaries of upland and wetland systems. In contrast to the wetland restoration progression, the upland restoration segments and chronology will follow existing habitat and vegetative conditions rather than topographic and existing drainage infrastructure factors.

Pine flatwoods restoration-

Areas that currently exhibit the expected canopy, understory, and ground cover vegetation typical of mesic pine flatwoods habitat will receive spot treatments to eradicate of any occurrence of existing invasive nuisance or exotic vegetation. In some areas, slash pine density is too high for sustained flatwoods habitat function, and thus thinning of existing pines, primarily in younger year classes will also be implemented to establish the canopy cover percentages typical of this habitat type. The thinning of the of the pine canopy and sub-canopy will also reduce the fuel load thus allowing future prescribed burns to be implemented with reduced risks of crown fire.

After the completion of the initial invasive nuisance and exotic vegetation eradication, and the completion of the hydrologic restoration activities, relic pine flatwoods areas will initially be left to revegetate naturally to identify the available seed source. Upon seed emergence, these areas will be surveyed and areas exhibiting any invasive nuisance and exotic vegetation seed source will receive the appropriate maintenance treatment. Once the invasive nuisance and exotic vegetation seed source have been brought under control, sufficient canopy, subcanopy, and ground cover is expected to remain in most areas. Barren areas requiring supplemental native vegetation will be evaluated and replanted with an assortment of native plant species selected from the upland planting list. The exact replanting plan (quantity and composition) will be tailored to site conditions. For instance, areas currently exhibiting an appropriate tree canopy and understory will only receive supplemental ground cover plantings. The planting plan will utilize and where appropriate expand on the proposed planting list presented in the previous section on habitat restoration.

Woodland pasture restoration-

Woodland pastures are those areas that were improved pastures up until approximately 15 years ago, and due to the absence of recent vegetation management activities to promote forage production and cattle grazing, are currently exhibiting an immature tree and shrub layer. These areas are dominated by invasive exotic vegetation (Brazilian pepper) and native nuisance species (wax myrtle). The vegetation also includes a varying cover of immature native trees (slash pines, scattered cabbage palms and oaks). Ground cover vegetation is generally absent or comprised of remnant forage grasses.

Restoration of these areas will require mechanical removal of the invasive exotic vegetation (Brazilian pepper), and mechanical removal (roller chopping and/or bush hogging) of undesirable shrubs to thin out the subcanopy. These areas are anticipated to require seeding and/or re-planting, in accordance with the proposed planting list presented in the previous section on habitat restoration.

Improved pasture restoration-

Improved pastures are those areas dominated by invasive species such as smut grass along with forage grasses, primarily bahia grass. These areas are generally devoid of any trees with the exception of scattered oaks, slash pine, and cabbage palms. The shrub layer density varies from scattered to dense clusters and is comprised of Brazilian pepper, wax myrtle, and salt bush.

Restoration of improved pastures to native upland will require a stepwise process. Shrub overgrowth will be reduced through mechanical processes (root raking, mowing, roller-chopping, and/or bush hogging) to remove or lower the above ground biomass of the exotic shrub and tree vegetation before systemic herbicide treatment.

In areas where invasive exotic grasses and forage grasses are the dominant cover, the top two to six inches of soil will be mechanically removed to obtain a weed, seed, and rhizome free soil surface. This overburden will be used in the perimeter berm and to backfill ditches and swales. The barren areas will initially be left to revegetate naturally to identify the available seed source. Upon seed emergence, these areas will be surveyed and areas exhibiting any invasive nuisance and exotic vegetation seed source will receive the appropriate maintenance treatment. Once it is determined that the exotic vegetation seed source has been significantly depleted, these areas will be seeded with a native seed mix. For the first three years, the site will be maintained by herbicide treatment. Prescribed burns will be subsequently used to maintain the site by reducing overgrowth and triggering seed germination. Containerized tree and shrub species will be planted following the first prescribed burns and will be completed in accordance with the above plant list, to re-establish a native pine flatwoods habitat.

In areas where invasive exotic grasses and forage grasses are not the dominant cover, one or more spot herbicide treatments will be employed to preserve the otherwise desirable native ground cover and seed source. Once it is determined that the exotic vegetation seed source has been brought under control, these areas will be seeded and/or re-planted, in accordance with the proposed planting list presented in the previous section on habitat restoration.

Created upland buffer -

Where wetlands are avoided, a minimum 25 foot-wide upland buffer is provided within the restoration area. In some areas, the development of the site will result in partial impacts to several wetlands. The remaining portion of these wetlands will therefore be abutting the proposed development site. Functional loss due to secondary impacts has been assessed in the functional analysis and is fully offset by the proposed restoration activities. In order to further offset and prevent secondary impacts, 25 foot-wide upland buffers will be created within the development limits, from the toe of slope of the development (where it meets the wetland limit) and extend 25 feet towards the development site.

As most areas of the future development site will likely be cleared and re-graded, a full replanting of the created upland buffers will be necessary. The planting plan will utilize, and where appropriate, expand on the proposed planting list for pine flatwoods restoration, as presented in the previous section on pine flatwood habitat restoration.

Seeding-

Areas requiring seeding will be disked with deep cuts to break up the remaining bahia grass rhizomes. The site will be disked a second time as shallow cuts to smooth the site and rolled to compact the soils in order to improve moisture retention. Further herbicide treatments may be required if exotic vegetation regrowth is observed prior to the seeding of the site.

Burn plan-

An important management tool for the restoration and long term management of the restored uplands will be the implementation of a prescribed burn plan. Once fuel loads have been managed and reduced to acceptable levels to reduce the risk of canopy fires, prescribed burns will be conducted to promote the growth of desirable ground cover grasses and limit the canopy and sub-canopy closure.
The property will be divided into burn management units. The boundaries of these burn management units will be established to follow existing habitats (pine flatwoods, woodland pastures, and improve pastures) and take advantage of existing berms and dirt roads to be used as fire breaks. This will allow the use of prescribed burns as a management tool to reduce vegetation coverage, and stimulate flowering and seed germination.

The specifics of each prescribed burn will be prepared specifically for the burn unit targeted and the specific vegetation management objective, taking into consideration weather and climatic conditions at the time of the prescribed burn. Each prescribed burn plan prepared will be submitted to the Florida Forest Service.

Conveyance Canal–

The north-south conveyance canal will carry excess treated stormwater generated by the development area to the permitted outfall points and based on hydrologic conditions, will have free exchange with the Northern Mitigation Area. This conveyance feature will be planted with native vegetation and will serve as a buffer between the mitigation area and the north-south

thoroughfare. Please refer to Figure 8 of the Mitigation Work Plan drawings provided as Appendix B for a planting plan. Native hydrophytic plants to be installed as part of the conveyance feature re-vegetation effort and will be selected from the following plant list:

Native Wetland Vegetation Planting –

(Common Name *Scientific name)*

Cord grass *Spartina bakeri*
Gama grass *Tripsacum floridana*
Cocoplum *Chrysobalanus icaco*
Button bush *Cephalanthus occidentalis*
Arrowhead *Sagittaria lancifolia*
Pickerel weed *Pontederia cordata*
Golden canna *Canna flaccida*
Beak rush *Rhynchospora* spp.
Sawgrass *Cladium jamaicense*
Spikerush *Eleocharis cellulosa*
Giant bulrush *Scirpus californicus*
Fire flag *Thalia geniculata*
White water lily *Nymphaea odorata*

Invasive Native Nuisance Vegetation Management –

The north-south conveyance feature will be maintained following the invasive native nuisance and exotic vegetation control treatments specifications of this plan.

Fencing and Signage –

Fencing and signage will be installed and maintained along the perimeter of the Northern Mitigation Area to prevent activities detrimental to the restoration and enhancement of native vegetation and wildlife habitat.

The Northern Mitigation Area is surrounded by Palm Beach County natural areas (Hungryland Slough and Sweetbay Natural Areas) and is bordered by large drainage canals that will create effective barriers to reduce access for trespassing in the mitigation area. Nevertheless, the adjacent proposed Avenir development and the connector road that will link Northlake Boulevard to SR710/Beeline will cross the mitigation area and follow most of its eastern border, thus providing potential opportunities for trespassing or impacts. Perimeter fencing and signage will be installed to educate the public about the purpose of the mitigation areas and restrict access and activities in the Northern Mitigation Area to the allowed public access points.

The posting of "No Trespassing" signs will follow the requirements of Florida Statutes and will typically result in signs being posted at an interval no greater than 500 feet. Where the potential for trespassing is the greatest such as access gates, along roads, publicly accessible spaces, and developments, signs will be posted at a greater frequency as deemed appropriate.

The need for construction of fences, barriers, and/or walls will be determined by the land use adjacent to the mitigation area and the intended goal. For instance, where canals or other bodies of water will border the mitigation areas, the installation of fences may be limited to cutting off access to the shoreline and thus will maintain wildlife access to those bodies of water. Wildlife fencing or barriers will also be installed to prevent wildlife from entering or crossing roadways, and will safely guide wildlife to specifically designed wildlife crossings.

PERFORMANCE STANDARDS/SUCCESS CRITERIA

The following ecological performance standards/success criteria are based on attributes that are objective and verifiable, and aim at tracking the success of the mitigation work plan. A series of mitigation milestones and restoration goals have been established to objectively evaluate whether the ecological restoration is trending towards success and attaining its objectives. They are comprised of ecological, administrative, and adaptive management standards.

The achievement of these performance standards/success criteria will also allow for the discreet quantification of the compensatory wetland mitigation functional gains provided by the restoration activities throughout the duration of the restoration and subsequent monitoring and maintenance activities.

These performance standards/success criteria are applicable to this conceptual wetland mitigation plan and may be further refined or superseded by future performance standards/success criteria established by future permit modifications, including construction permits.

The performance standards/success criteria are divided in two major categories: Activity-based and Performance-based:

Activity Based- (Complete/Incomplete)

Official recording of the site protection instrument (Conservation Easement)

Submittal of the financial assurance

Termination of the cattle lease

Construction of the perimeter fencing

Removal of internal pasture fences

Installation of Conservation Area boundary signs

Mechanical removal of undesirable vegetation

Initial invasive nuisance / exotic vegetation eradication treatment

Restoration area earthwork (ditch blocks and backfill, installation of control structures)

Begin prescribed fire cycle

Performance Based-

Wetland determination-

The upland areas to be converted to wetland areas within the Mitigation Areas must meet the definition of a wetland as defined by Chapter 62-340 FAC.

Hydrology-

The success criteria for hydrology establishes minimum water depth, duration, and frequency of occurrence of inundated condition for the different habitat types that are to exist on site in the post-restoration condition. The proposed hydroperiods and inundation levels are based on the SFWMD study of the Southern Golden Gate Estates Watershed (2003), itself based on the work of Dr. Michael Duever (SFWMD) (Duever, et al.,. (1975) and Duever (1984)).

Given the current disturbed and drained nature of the site, those criteria aim at re-establishing longer hydroperiods, natural overland flows, and appropriate water depths for specific wetland communities:

Ponds and Strands - 180-240 days of water levels between 12 and 18 inches.

Freshwater Marsh - 180-300 days of water levels between 12 and 24 inches.

Wet Prairie/Hydric Pine- 30-180 days of water levels between 2 and 12 inches.

Transitional - Saturated soils and/or a water table within six inches of the surface elevation for at least 20 consecutive days during a normal wet season.

A detailed hydrological monitoring program will be provided with the first construction permit.

Vegetative community-

The Mitigation Areas are to be maintained with less than 1% invasive exotic vegetation as defined by the Florida Exotic Pest Plant Council List of Invasive Plant, as amended from time to time.

The Mitigation Areas are to be maintained with less than 5% invasive native nuisance vegetation.

No portion of the mitigation wetland area 0.25 acre or larger exhibiting nuisance and exotic vegetation coverage above the maintenance threshold.

Vegetation community is consistent with the community described/native plant community.

The vegetative community must meet the quantitative vegetation cover criteria as defined by Chapter 62-340 FAC for a wetland determination.

Forested wetlands canopy must remain the dominant stratum with >10% cover.

Non- forested wetlands must maintain a tree or shrub cover that is <10%.

Functional analysis-

The total number of acres of wetland areas that meet the performance standards/success criteria described above must provide sufficient compensatory wetland mitigation for the permitted wetland impacts.

Post-Restoration Habitat Plan –

The wetlands that are currently drained by the agricultural drainage activities exhibit an altered hydrologic regime with a flashy hydroperiod. Based on the proposed restoration activities and the achievement of the above-listed success criteria, the surficial extent of wetlands within the Northern Mitigation Area is anticipated to increase, the normal pool will be raised, and the length of inundation will increase. As a result, current upland pasture areas will be converted to wet prairies or flow-ways between existing depressional wetlands, the remnant depressional wetlands will experience longer hydroperiods thus allowing for a greater dominance of hydrophytic vegetation and increased organic matter accumulation typical of freshwater marshes. The existing forested wetlands will also benefit from the hydrologic improvements with longer hydroperiod promoting organic matter accumulation and allowing greater lateral expansion as a result of wider seed dispersal.

Please refer to Figure 4 of the Mitigation Work Plan drawings provided as Appendix B for a map of the Northern Mitigation Area depicting the anticipated increase in extent of jurisdictional wetlands as a result of the hydrologic restoration. This mapping is based on the proposed control elevations of 20.5' NGVD for the western portion of the Northern Mitigation Area and 18.5' NGVD for the eastern portion of the Northern Mitigation Area. These control elevations were established based on LIDAR mapping conducted for the property, hydrologic modeling, and field observations over the past several years, and are the basis for the projected increases in wetland area.

Hydrologic modeling of projected inundation and saturation levels has been conducted for selected representative portions of the Northern Mitigation Area. A total of five sub-basins comprising approximately 600 acres were modeled using a hydrologic model recommended by SFWMD staff (modeling conducted by Jonathan T. Ricketts, P.E.). The sub basins varied in acreage from 87 to 174 acres. The modelled hydrology was tested (existing hydrologic conditions/control elevation) against existing delineated wetlands and the model projected acreage of 198 acres of wetlands compared favorably with the 191 +/- acres of actual delineated wetlands. Within each basin the variance was between 0% and 10%.

When the model was run using the proposed post restoration control elevations, an increased wetland of approximately 30% was projected. Within the same sub basins, the proposed restoration plan projected an increase of approximately 25%. The conclusion from the modeling is that the projected wetland area increase provided for in the restoration plan maps is generally less than what the model predicts, thus the proposed increase in wetland acreage can be considered conservative.

The hydrologic modeling concluded that a control elevation of 20.0' NGVD would result in adequate hydrologic restoration. At the request of the SFWMD staff, the proposed control

elevation was raised six inches to 20.5' NGVD for further assurance that sufficient hydrology would be maintained within the Northern Mitigation Area.

MAINTENANCE PLAN

As the initial eradication and habitat restoration is completed, each discrete area will come under the maintenance control criteria for invasive species. The maintenance control techniques involve systematic surveillance through all areas under maintenance control to identify; 1) concentrations of invasive species that may not have been fully eradicated in the initial treatment, and 2) re-growth from seed, roots, or other remnants of treated plants. As the entire Mitigation Areas come under maintenance control, maintenance units will be developed based on field observations of problem areas as well as areas requiring less intense ongoing maintenance. The restored hydrologic conditions will likely result in otherwise unexpected areas that require additional maintenance control as well as those requiring little if any. An adaptive management approach will be undertaken based on field observations to apply maintenance control resources in the areas most in need throughout the Mitigation Areas. Included in the adaptive management approach will be evaluation of distinct areas and their new hydrologic regime. In the event that excessive inundation or insufficient hydrology is noted, modifications to control structures such as culverts and risers will be made to adapt to the observed conditions.

MONITORING PLAN

The following data collection procedures will be undertaken at each of the established vegetative cover and photo documentation stations established within the onsite Mitigation Areas. As part of the baseline monitoring data collection, each data collection station will be marked in the field with a PVC pipe field marker and coordinates documented through use of hand held GPS.

Vegetative Cover/Ecological Conditions Data Collection –

Vegetative coverage will be documented at each data collection station. The coverage will be measured by visual observation in each of four quadrants from a fixed monitoring point. Observations will extend approximately 25 feet from the observer in each direction thus covering approximately 2,500 square feet at each station.

The vegetation will be measured in percent coverage and total percent cover will not exceed 100 percent. Each species documented will be reported in both common and Latin names as well as wetland indicator status. The data from each quadrant observation will be combined to calculate the vegetative coverage. In addition to quantifying vegetative coverage, observations of standing water and/or soil saturation at each station will be reported, as well as any observed wildlife utilization or indicators of wildlife (i.e. tracks, scat, etc.).

Photographic Data Collection –

A representative photograph will be collected from each of the established data collection stations to provide documentation of vegetative coverage. These photos will provide broad perspective view of the wetland vegetative conditions to supplement the site specific tabular data collection station information.

Hydrologic Data Collection –

A system of water level monitoring devices will be installed throughout the Mitigation Areas. The water level monitoring devices will be equipped with data loggers to record water level variation on a daily basis. Water level monitoring locations will include the interior of representative wetlands along the topographic gradients of the Mitigation Areas. The data collected will help to measure the effectiveness of the hydrologic restoration activities and identify where modifications may be necessary.

In addition to the network of water level monitoring stations, a rain gage station will be established for the Northern Mitigation Area so that rainfall can be measured on a consistent basis for comparison with water level monitoring data.

Monitoring Frequency -

The field data collection for the baseline monitoring will be conducted within 60 days of the completion of each segment of mitigation activities. The purpose of the baseline evaluation will be to document the results and completion of the hydrologic restoration and invasive species eradication activities. Subsequent monitoring reports will be provided annually, for a period of five years (six reports total: one baseline and five annual reports) to evaluate the long term success of the hydrologic restoration, exotic vegetation eradication, and maintenance control.

Reporting –

Subsequent to collection of the field data and wetland conditions described above, the information will be compiled into a monitoring report to document the onsite mitigation wetland ecological conditions. The report will provide a tabular compilation of the observed vegetation species, wetland indicator status, percent cover in canopy where applicable as well as ground cover of all species noted. The report will include all photographic documentation collected at the monitoring stations as well as hydrologic and rainfall data. Observations of wildlife utilization as well as standing water and/or soil saturation will also be reported.

Wetland Determination -

The extent of the wetland restoration within the Northern Mitigation Area will be validated by selecting representative field sampling points and assessing whether these sample points meet the technical criteria for a wetland as defined by Chapter 62-340 FAC for a wetland determination.

Field sampling points will be distributed across the Northern Mitigation Area and will be selected so as to be representative of the surrounding habitat.

LONG-TERM MANAGEMENT PLAN

The long term management approach will entail continuation of the land management techniques developed and applied during the initial monitoring and maintenance period of five years. The primary variable in long term management is maintenance of hydrologic restoration and continued control of invasive exotic and nuisance species. If left without maintenance, invasive species will reestablish in wetlands and upland buffer/conservation areas resulting in progressive reduction in native vegetative species composition.

The long term management approach will entail regular surveillance of all wetlands for invasion by exotic and/or nuisance species. Observed concerns with hydrologic restoration infrastructure or recurrence of invasive species will be followed by any necessary repairs and in place treatment with appropriate herbicides for control of such species. In addition, annual evaluations of the overall vegetative composition of all mitigation areas will be compiled in order to identify any year over year trends in vegetative succession. In the event that native species (for instance, Carolina willow) are reaching coverage levels that result in localized monoculture, thinning through hand cutting and/or herbicide application will be prescribed in order to maintain the target wetland type as per the mitigation plan.

ADAPTIVE MANAGEMENT PLAN

Adaptive management, by definition, provides parameters for addressing outcomes that were not anticipated in the original mitigation design and thus require adaptation to observed conditions in order to sustain success in achieving the mitigation objectives. In this case, the primary anticipated objectives are hydrologic restoration and eradication and control of invasive nuisance and exotic vegetation. The standard long term management protocols discussed above are intended to address these reasonably foreseeable management requirements.

From an adaptive management perspective, the most likely wetland ecological driver to change over time is related to hydrological conditions. In the near term, ongoing development activity both in the Development Area as well as on surrounding properties may alter hydrologic conditions, after which a new and potentially altered equilibrium may be established based on external drainage and watershed alterations.

The adaptive management evaluation for addressing these potential perturbations will be comparison of water level data from before and after the external activity along with evaluation of any changes in vegetative composition that may be observed subsequent to the change. In the event that measurable changes are identified, the adaptive management protocol will entail progressive alterations of control structure elevations in order to re-establish the appropriate hydroperiod conditions in the wetlands. Often changes of one to several inches in either direction are sufficient to address observed changes in wetland composition and such changes can be achieved without undermining the overall system functions.

In addition to addressing adaptation to hydrologic conditions as the project develops, a common wetland ecology effect in the longer term is delivery of increased nutrients in surface waters that

reach the wetland systems. The result is a measurable shift in vegetative composition toward species such as cattails that may be more tolerant of elevated nutrient levels. The vegetation management implemented in the long term management plan will address preventing nuisance levels of vegetative cover, however, adaptive protocols will be necessary in the event that nutrient deliveries begin to undermine the overall sustainability of the mitigation areas. Should this be the case, the adaptive protocol will be a combination of increased regulation of supplemental fertilization throughout the Development Area as well as provision of vegetated "pre-treatment" areas to effect removal of excess nutrients before they are delivered to wetlands. These pre-treatment areas would be designed to temporarily store runoff flows in vegetated locations prior to delivery to the Mitigation Areas.

FINANCIAL ASSURANCE

The proposed mitigation work will be completed by the permittee. Once the mitigation work is satisfactorily completed, the Avenir Community Development District (CDD), an independent special-purpose unit of local government, will take responsibility for long term monitoring and maintenance obligations for the mitigation.

Financial assurance for the completion of the mitigation work will be provided with the construction approval of the first phase of development.

CONSERVATION EASEMENT

The mitigation area(s) will be protected by conservation easement in favor of SFWMD, a draft form of which is provided in Appendix C.

PHASING

As described in this plan, the mitigation program is composed of a group of specific elements rather than "phases" in a geographic sense. The initial project construction area (in the development area) will result in approximately 120 units of functional loss due to wetland impacts. This includes the initial stages of development as well as the north-south connector road.

As the first element of the mitigation program, the entire Conservation Area acreage will be encumbered by a conservation easement. Applying only the preservation value of the wetlands and uplands within the Conservation Area, more than 250 units of functional gain are generated. This is more than sufficient to compensate for the impacts associated with the initial project construction elements.

As specified below, the first application for construction approval will provide for detailed analysis of timing of proposed functional loss in the Development Area along with the projected functional gain in the Conservation Area.

CONSTRUCTION APPROVAL

The following will be provided with the first application for construction approval:

i. Locations for internal structures, hydrologic barriers or other methods to needed to achieve the hydrologic restoration proposed.

ii. Locations where uplands will be scraped down to achieve wetland conditions.

iii. Measurable success criteria based on habitat types and proposed UMAM scores.

iv. Include prescribed burn cycles and initial burn(s) as a performance- based criterion.

v. Draft conservation easement with sketches and legal descriptions, a demonstration that the proposed easement is free of encumbrances that would conflict with the purpose of the conservation easement and a title policy.

vi. Monitoring plan with methods and locations to collect the data needed to support the success criteria.

vii. Work schedule detailing mitigation and monitoring activities.

viii. Financial Assurance draft documents, naming the permittee, financial institution and the amount based on 110% of the cost estimate.

SOURCES AND REFERENCES

Bisset, J Nancy, 2006. Land of Fire and Water: The Florida Dry Prairie Ecosystem. Proceedings of the Florida Dry Prairie Conference . Reed F. Noss, editor.

Duever, M.J., J.E. Carlson, and L.A. Riopelle. 1975. Ecosystem analyses at Corkscrew Swamp. Pages 627-725 in Cypress Wetlands for Water Management, Recycling and Conservation. H.T. Odum, K.C. Ewel, J.W. Ordway, and M.K. Johnston (Eds.). Center for Wetlands, University of Florida, Gainesville.

Duever, M.J. 1984. Environmental factors controlling plant communities of the Big Cypress Swamp. Pages 127-137 in Environments of South Florida: Past and Present II. P.J. Gleason (Ed.). Miami Geological Society, Coral Gables, Florida.

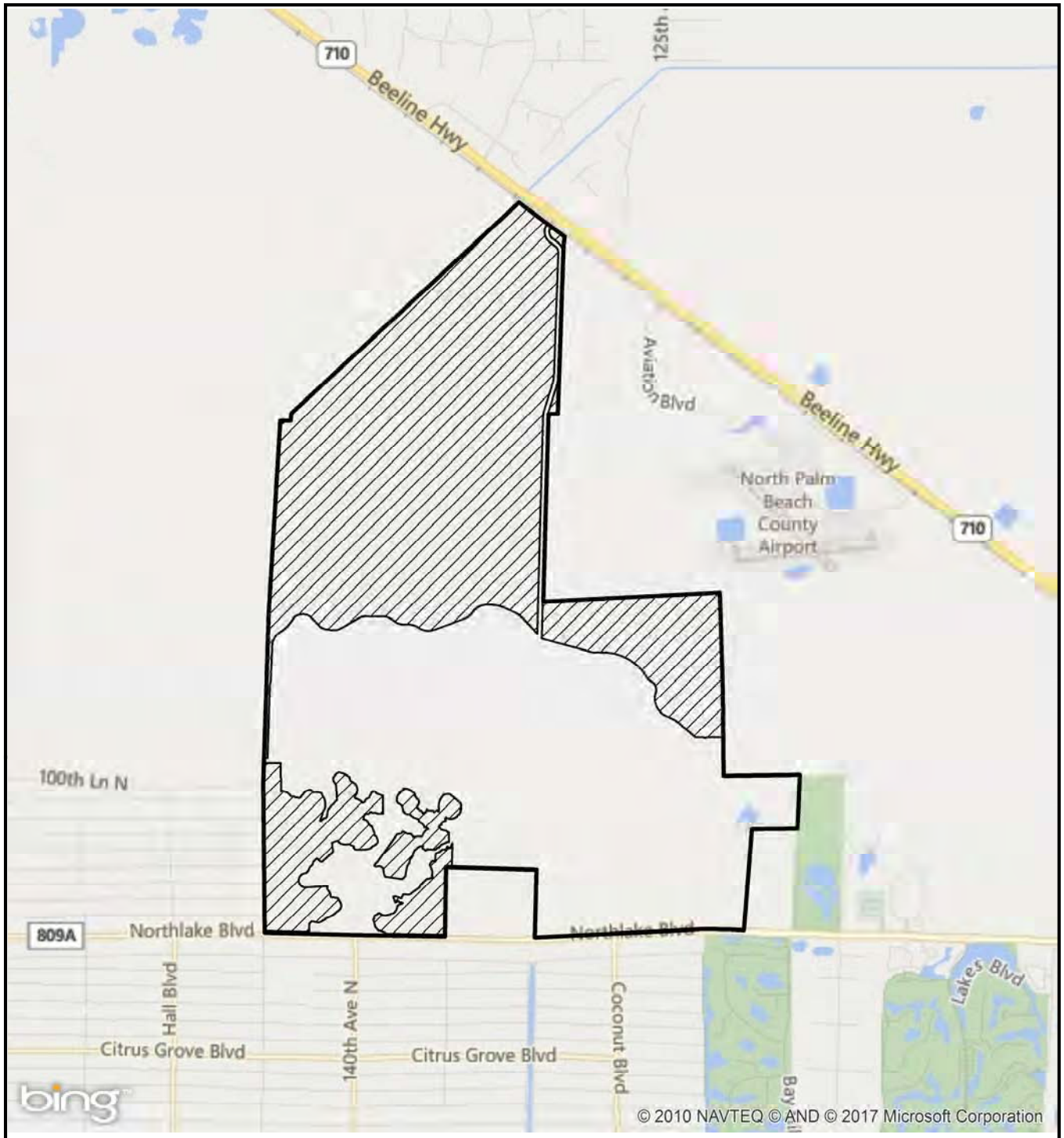
Myers, R. L., & Ewel, J. J. (1990). Ecosystems of Florida. Orlando: University of Central Florida Press.

APPENDIX A

Figure 1: Location Map

Figure 2: Aerial Map

Figure 3: Conservation Area Map



LEGEND

- CONSERVATION EASEMENT

0 5,000 Feet

N

AVENIR
LOCATION MAP

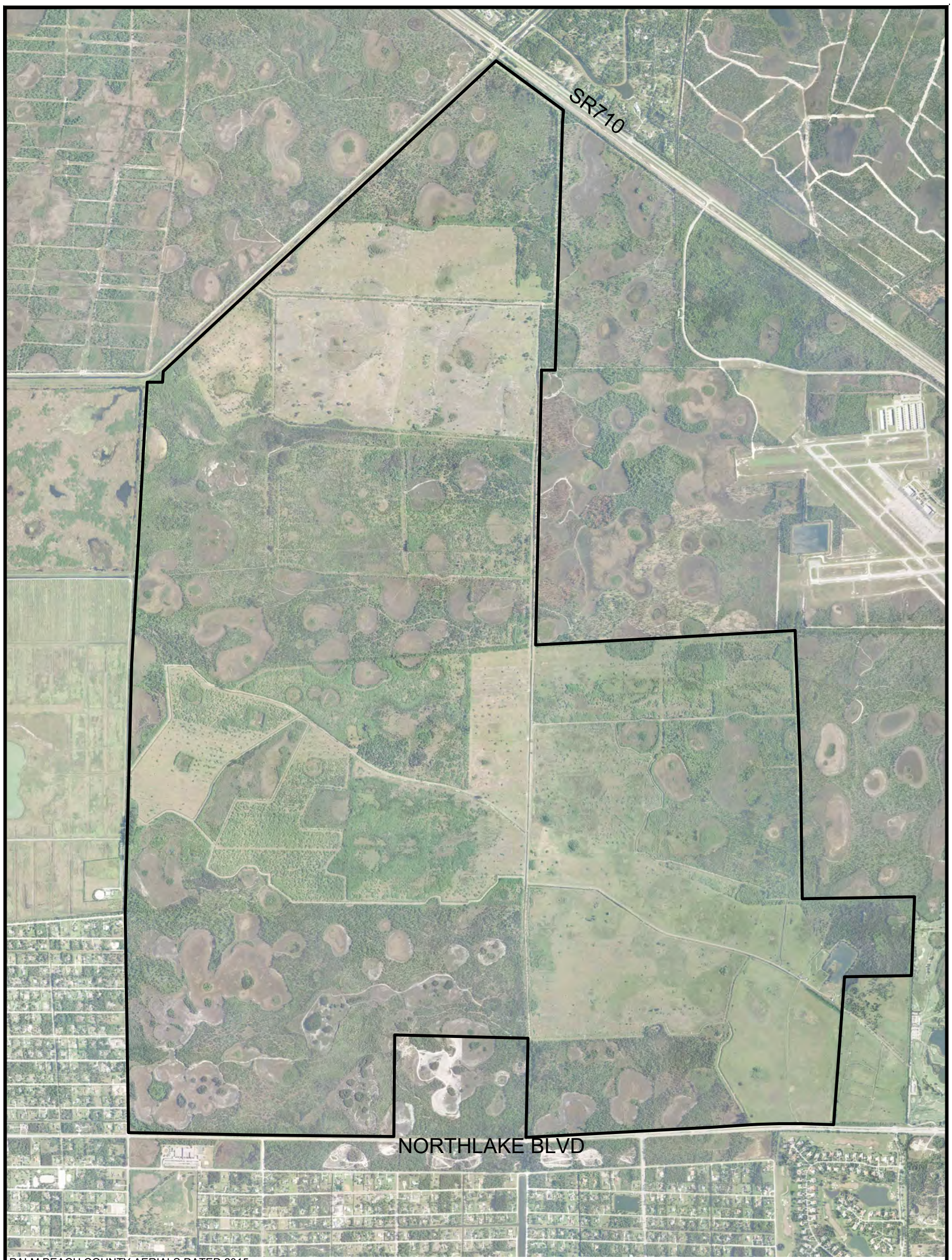
EW CONSULTANTS, INC.

1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

FEB 2017

FIGURE

1



PALM BEACH COUNTY AERIALS DATED 2015

0 2000
SCALE IN FEET

AVENIR

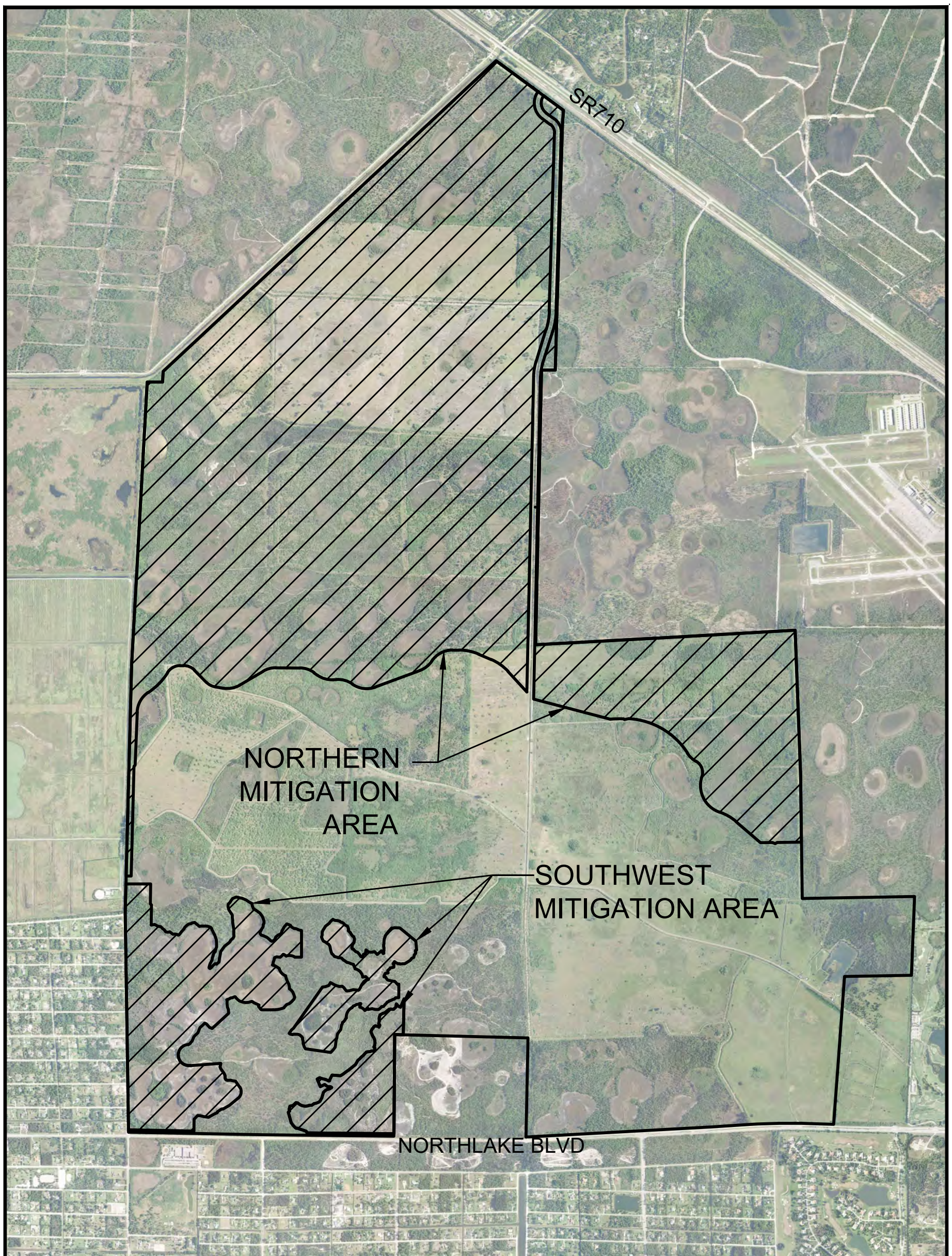
AERIAL PHOTO

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

FEB 2017

FIGURE 2

Avenir Restoration Elements.dwg AERIAL



PALM BEACH COUNTY AERIALS DATED 2015

LEGEND

- CONSERVATION AREA

0 2000
SCALE IN FEET

AVENIR

CONSERVATION AREA MAP

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

FEB 2017

FIGURE 3

Avenir Restoration Elements.dwg CE AREA

CHANGE ORDER NO. 8

Date of Issuance:	October 26, 2022	Effective Date:	October 26, 2022
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**H AND J CONTRACTING, INC.** 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	200039
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202037
Project:	**AVENIR PHASE TWO EARTHWORK**	Contract Name:	Construction Contract (Earthwork Operations)

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

Description:

- Fill and grade preserve parking lot - $10,793.60
- Prepare and backfill bypass bridge - $24,910.00
- Remove fil piles - $41,779.20
- Repair lake slopes - $17,096.00
- Fill borrow ditch canal along Spine Road 4 – 93,340.00

Attachments:

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

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: **$20,611,390.00**	Original Contract Times: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 1 to No. 7: **$4,637,127.13**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None

Owner_____ Contractor_____

Contract Price prior to this Change Order: **$25,248,517.13**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ of this Change Order **$192,966.80**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$25,441,483.93**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: _10/26/2022_	By: _____ Avenir Community Development District By:_____ Date: _____	By: _____ H and J Contracting, Inc. Jeremy Rury Vice President Date: _____

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

EXHIBIT “A”

Owner_____ Contractor_____

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Spine 2 Preserve Parking	**Bid Number:**	Change Order
Project Location:	Palm Beach Gardens	**Bid Date:**	02/02/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Saw Cut And Demo F Curb	1.00	LS	$1,400.00	$1,400.00
105	Subgrade And Base Rock	1.00	LS	$9,393.60	$9,393.60

Total Bid Price: $10,793.60

Notes:

- Change Order Is for the temp. parking area on the north end of the spine road. Change order does not cover mulch or future repair of curbing.

APPROVED
7/28/2022

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

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Phase 1 - CO- Oolite Wall	**Bid Number:**	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	**Bid Date:**	02/12/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Prep And Backfilling For Oolite Wall	1.00	EACH	$9,860.00	$9,860.00
200	Base Rock	43.00	LOAD	$350.00	$15,050.00

Total Bid Price: $24,910.00

APPROVED
7/28/2022

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	**Phone:** **Fax:**	
Project Name:	Avenir Remove Fill Piles In A4	**Bid Number:**	Change Order
Project Location:	Palm Beach Gardens	**Bid Date:**	05/12/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Remove A4 Fill Piles	2,898.00	CY	$2.40	$6,955.20

Total Bid Price: $6,955.20

APPROVED
7/28/2022

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Remove Fill Piles In A2	**Bid Number:**	Change Order
Project Location:	Palm Beach Gardens	**Bid Date:**	05/17/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Remove A2 Fill Piles	360.00	CY	$2.40	$864.00

Total Bid Price: $864.00

APPROVED 7/28/2022

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Remove Fill Piles In A4 05.27.22	**Bid Number:**	Change Order
Project Location:	Palm Beach Gardens	**Bid Date:**	05/27/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Remove A4 Fill Piles	414.00	CY	$2.40	$993.60

Total Bid Price: $993.60

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Remove Fill Piles In A2 05.31.22	**Bid Number:**	Change Order
Project Location:	Palm Beach Gardens	**Bid Date:**	05/31/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Remove A2 Fill Piles	252.00	CY	$2.40	$604.80

Total Bid Price: $604.80

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Spine 1.2 -Remove Excess Fill Piles At Spine Extension CO	**Bid Number:**	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	**Bid Date:**	05/06/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Stockpile Fill	4,538.00	CY	$2.40	$10,891.20

Total Bid Price: $10,891.20

Notes:

- Quantities based on truck count.
- Proposal assumes fill to be brought to existing on site stockpile.

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Remove Fill Piles In A4 June- August 2022	**Bid Number:**	Change Order
Project Location:	Palm Beach Gardens	**Bid Date:**	8/18/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Remove A4 Fill Piles	2,088.00	CY	$2.40	$5,011.20

Total Bid Price: $5,011.20

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Remove Fill Piles In A9-July 2022	**Bid Number:**	Change Order
Project Location:	Palm Beach Gardens	**Bid Date:**	8/18/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Remove A9 Fill Piles	6,858.00	CY	$2.40	$16,459.20

Total Bid Price: $16,459.20

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Remove Asphalt At Roundabout For Keith	**Bid Number:**	Change Order
Project Location:	Palm Beach Gardens	**Bid Date:**	05/23/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Cut And Remove Asphalt +/- 375'	1.00	LS	$1,098.00	$1,098.00
20	1" Asphalt Sidewalk, Type S-III	500.00	SYS	$7.90	$3,950.00

Total Bid Price: $5,048.00

Notes:
- Per Keith's direction.

APPROVED
7/28/2022

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir A-9 Lake Slope Repairs	**Bid Number:**	Change Order
Project Location:	Palm Beach Gardens	**Bid Date:**	05/12/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Repair Lake Slopes On A9	1.00	LS	$17,096.00	$17,096.00

Total Bid Price: $17,096.00

APPROVED 7/28/2022

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Phase 2 Filling FM Road Canal-REVISED	**Bid Number:**	Change Order
Project Location:	Palm Beach Gardens	**Bid Date:**	05/17/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Dewater Spine 4 Borrow Canal	1.00	LS	$5,500.00	$5,500.00
110	Place Berm In Spine 4 Borrow Canal	36,600.00	CY	$2.40	$87,840.00

Notes:

- Change order is to fill the borrow canal on the north side of the FM road (Future Spine Road 4).

APPROVED 7/28/2022

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

CHANGE ORDER NO. 9

Date of Issuance:	October 26, 2022	Effective Date:	October 26, 2022
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**H AND J CONTRACTING, INC.** 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	200039
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202037
Project:	**AVENIR PHASE TWO EARTHWORK**	Contract Name:	Construction Contract (Earthwork Operations)

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

Description:

- Earthwork operation long hauling material for the entire Avenir Phase Two - $1,620,008.00

Attachments:

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

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: **$20,611,390.00**	Original Contract Times: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 1 to No. 8: **$4,830,093.93**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None
Contract Price prior to this Change Order: **$25,441,483.93**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

Owner_____ Contractor_____

[Increase] ~~[Decrease]~~ of this Change Order **$1,620,008.00**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$27,061,491.93**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: _10/26/2022_	By: _____ Avenir Community Development District By:_____ Date: _____	By: _____ H and J Contracting, Inc. Jeremy Rury Vice President Date: _____

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

EXHIBIT “A”

Owner_____ Contractor_____

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Development, LLC	**Contact:**	Manny Mato
Address:	550 Biltmore Way, Suite 1110	**Phone:**	
	Coral Gables, FL 33134	**Fax:**	
Project Name:	Avenir Earthwork Phase 2-Long Haul-Total Site	**Bid Number:**	198-20
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	**Bid Date:**	03/24/2022

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	10	Long Haul Fill Phase 2 (Blended Average)	1,094,600.00	CY	$1.48	$1,620,008.00

Total Bid Price: $1,620,008.00

Notes:

- Proposal is to cover long haul fill in phase 2.

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

CHANGE ORDER NO. 10

Date of Issuance:	October 26, 2022	Effective Date:	October 26, 2022
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**H AND J CONTRACTING, INC.** 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	200039
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202037
Project:	**AVENIR PHASE TWO EARTHWORK**	Contract Name:	Construction Contract (Earthwork Operations)

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

Description:

- Earthwork operation fuel surcharge allowance - $3,056,617.80. Change order request monthly amount will be negotiated with Contractor based on the cost of fuel.

Attachments:

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

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: **$20,611,390.00**	Original Contract Times: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 1 to No. 9: **$6,450,101.93**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None

Owner_____ Contractor_____

Contract Price prior to this Change Order: **$27,061,491.93**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ of this Change Order **$3,056,617.80 ALLOWANCE**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$30,118,109.73**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: _10/26/2022_	By: _____ Avenir Community Development District By:_____ Date: _____	By: _____ H and J Contracting, Inc. Jeremy Rury Vice President Date: _____

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

EXHIBIT “A”

Owner_____ Contractor_____

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Development, LLC	**Contact:**	Manny Mato
Address:	550 Biltmore Way, Suite 1110	**Phone:**	
	Coral Gables, FL 33134	**Fax:**	
Project Name:	Avenir Earthwork Phase 2 Fuel Escalation	**Bid Number:**	198-20
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	**Bid Date:**	05/24/2022

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	100	Silt Fence Installation And Maintenance	34,500.00	LF	$0.10	$3,450.00
10	600	Clear And Grubbing	293.00	ACRE	$397.00	$116,321.00
20	700	Strip And/Or Demuck (DISK SITE SUBSTITUTE)	737.00	ACRE	$140.00	$103,180.00
25	800	Strip And/Or Demuck	566,460.00	CY	$0.75	$424,845.00
30	900	Excavate, Stockpile, Load And Haul Material	4,379,676.00	CY	$0.40	$1,751,870.40
35	1000	Spread And Compact Material Per Earthwork Plan	4,379,676.00	CY	$0.15	$656,951.40

Total Bid Price: $3,056,617.80

Notes:

- Change order is due to volitile market conditions, prices in materials, fuel, labor and tucking have risen beyond the point where we can hold pricing. Thank you for your patience and understanding while we navigate through these exttraordinary circumstances.

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**H & J Contracting. Inc.**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Howell V. Long III

CHANGE ORDER NO. 3

Date of Issuance:	October 25, 2022	Effective Date:	October 25, 2022
Owner:	**Avenir Community Development District** 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	**CENTERLINE, INC.** 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	200550
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	201823
Project:	**AVENIR SPINE ROAD PHASE 3**	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:

1. Lift station No. 5 additional electrical items

Attachments:

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **$3,311,730.84**	Original Contract Times: Refer to contract Exhibit "E"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 1 to No. 2: **$870,441.20**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None
Contract Price prior to this Change Order: **$4,182,172.04**	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

Owner_____ Contractor_____

[Increase] ~~[Decrease]~~ of this Change Order **$24,052.50**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$4,206,224.54**	Contract Times with all the approved Change Orders: Refer to contract Exhibit "E" Construction Schedule

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President	By: _____ Avenir Community Development District	By: _____ Centerline Inc. Randy Stringer Vice President
Date: _10/25/2022_	Date: _____	Date: _____

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

EXHIBIT “A”

Owner_____ Contractor_____

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

Date: 9/30/2022
To: Avenir Community Development District

Project: **Avenir Spine Road Phase 3, Lift Station No. 5**

Covers the required SUA changes in design between original bid plans and final approved plans. Also includes permitting costs and material cost escalation.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
1		ELECTRICAL DESIGN DRAWINGS (HILLER'S ELECTRIC)	1	LS	$ 6,000.00	$ 6,000.00
2		PERMITTING FEES	1	LS	$ 437.50	$ 437.50
3		ADD LIGHT POLE & FLOOD LIGHT FIXTURE	1	LS	$ 9,733.75	$ 9,733.75
4		ELECTRICAL MATERIAL COST ESCALATION	1	LS	$ 7,881.25	$ 7,881.25
					Total Price:	**$ 24,052.50**

Monthly Managers Report
October 27, 2022

Date of Report: October 19, 2022 *Submitted by: Richard Salvatore*

- ***Completed Tasks***
  - The Clubhouse handbook has been revised and submitted for review.
  - A complete mulching of the pool deck, bull nose, annual beds, tree circles, and all other flower beds on the clubhouse grounds has been completed.
  - Trashcans have been purchased and installed in the pickleball & tennis courts.
  - The installation of the hanging swing benches by the clubhouse lake have been completed.
  - Dead and dying landscaping has been removed from the front entrance of the clubhouse.

- ***Ongoing Tasks***
  - The transition from access fobs to photo ID cards is underway. Only 13 fobs remain with over 70 ID cards distributed.
  - A closing packet is being developed to provide FAQs for policies, rentals, etc. The intent is to help inform residents and members about the amenities and Clubhouse rules.
  - Partnerships with the individual builders are being established to help streamline the registration process for newly closed residents.

- ***Future Items***
  - Installation of a sidewalk and lighting behind the pool deck tot lot will connect the east event lawns more directly with the gym's NE access doors, allowing after-hours gym access.
  - Little Moe's Tennis Tournament
    - Dec. 2 – Dec. 7

- ***Items for consideration***
  - ADA-compliant auto-opening switch on gym double doors, for after-hours use.
  - Emergency Callbox in the gym for after-hour use.
    - Put in place in case of emergency while the clubhouse is not staffed.
  - Upgrade of perimeter pool gates to egress only with alarms.
    - Patrons are not always entering through the clubhouse, not checking in guests & signing waivers, because perimeter gates must be unlocked during hours of operation.

- Check-in Desk in the “Café”
    - Creates a known spot for residents to go for immediate interactions.
    - Creates a more personalized & professional experience when Patrons/Guests have inquiries, especially when going through the registration process.
    - Currently no set place for Patron check-ins, no set place for guest check-ins & hold harmless waiver.
    - Will allow for better screening of individuals who enter the clubhouse.

- ***Items pending approval***
    - Handbook Revisions
    - Guest Policy Revision
    - Avenir CDD Fitness Package
    - Engagement with a Tennis professional to provide services
    - “Square” POS system
    - Annual flower rotation proposal (CPM $4,906)
    - Landscaping material replacement proposal for clubhouse front entry (CPM $4,510)
    - Tree trimming proposal (CPM $14,985)
    - Splash pad landscaping enhancement (CPM $3,820)

Lifestyle Directors Report

Date of Report: 10/19/2022 *Submitted by: Gina Todd Sanchez*

Completed Events:

- **Boots, Bourbon, & BBQ Event – Saturday, September 17, 2022**

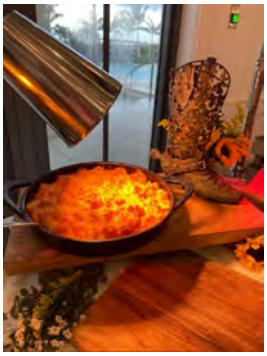
Whiskey and Rain.. Coming Down, Coming Down.. A Splash of Bourbon In A Glass!
What a fun night for the 21+ Avenir Patrons and their guests to listen to country music, dance a little two step, sample some bourbon, curb their appetite with some Southern cooking and enjoy plenty of conversation with neighbors.

To set the mood of the evening, patrons and guests were encouraged to dust off their boots and scoot on over to the clubhouse. Décor was kept simple with denim linens and a barrel bar to bring out the emphasis on the bourbon theme. Fresh floral arrangements in an autumn color scheme added a nice pop of color to get the patrons excited for the upcoming season.

To start the evening off, patrons and guests were invited to stroll into the Clubroom where a Barrel Bar containing several unique Bourbons were available to sample and learn more about. For those patrons that opted not to try the Bourbon Bar, a cash bar was available for additional beverages.

AVENIR
PALM BEACH GARDENS

The menu selected for the evening was keeping with the Southern Style Cuisine. Stationed bites consisted of shrimp & grits, lobster skewers over mac and cheese, chicken & waffles, dill fries, and braised beef over skillet corn cakes to satisfy those hungry appetites. For those with a sweet tooth, bread pudding with a bourbon caramel sauce, apple cheesecake, chocolate mousse cups, and homemade chocolate chip cookies and brownies were passed around for the attendees to enjoy.



AVENIR
PALM BEACH GARDENS

Our special guests for the evening were the Wild Rose Dance Team and Whiskey Six Band. Avenir patrons and guests had the privilege to learn a new line dance while moving to the beat of some popular country music hits and even a few oldies but goodies. It was a joy to see so many talented patrons here at Avenir and the dance floor hopping.

The rain coming down did not prevent our Avenir attendees from coming and celebrating with a glass. All expressed what a great time they had and how much they're looking forward to the next event.

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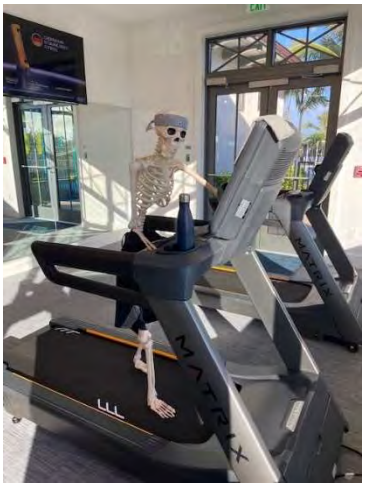
Upcoming Events:

- **Wanted: Billy Bones, Master of Disguise – October 17th to October 23rd**

BREAKING NEWS!!!!
Billy Bones has escaped the PBG Cemetery and was spotted breaking and entering the Avenir Amenity Center. We need the residents help in catching Billy. If spotted, do not approach him as he is known to let out a BIG scare and run away. Simply take a quick snapshot of his where abouts and show one of the Avenir's Clubhouse Staff Members. A small reward will be given for each snapshot taken and name entered for the grand prize reward upon Billys capture. Check back often as Billy is known to change his locations frequently. The authorities have advised us that Billy need to return to the cemetery by Sunday, October 23rd. Any help with his capture would be greatly appreciated**.**



- **Bewitching Breakfast – Sunday October 23, 2022**

To get in the spirit of Halloween and spread a little Hocus Pocus around, Patrons will be invited to enjoy a Bewitching Brunch with activities including pumpkin decorating, a costume contest, scavenger hunt, games, and crafting a spell. A morning filled with lots of treats is in store for our little ghosts and goblins.

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Field Operations Manager Report

Date Submitted: 10\19\2022 *Submitted by: Jorge Rodriguez*

Completed Tasks

- All 6 fire extinguishers inside the facility have been inspected and re-certified for another year.
- The annual fire alarm and the fire sprinkler inspection has been completed and passed.
- The annual Generator inspection has been completed and re-certified.
- Soap dispensers have been installed in each individual showers, for use by Patrons.
- All A/C drain lines have been flushed and cleaned.
- All A/C filters haven been checked and replaced if needed.
- Hurricane prep was successful without any damages or losses.

Weekly Projects

- All outside light fixtures are inspected weekly.
- All inside light fixtures are inspected daily.
- 6 Clay tennis courts are raked and rolled 2x/week.
- All 8 Tennis Courts and pickleball courts are blown daily to clear debris.
- The entire pool deck, clubhouse grounds, playgrounds, and sidewalks are blown daily.
- The cobwebs and daubers around the clubhouse and the playgrounds are been cleaned weekly.
- All pools, splash pad, spa, and fountains are maintained daily to Florida health department standards.
- Safety checks and adjustments on all playground equipment are done weekly.
- All exterior fans and pavilions are cobwebbed and deep cleaned weekly.
- All the outside recessed lighting covers are removed and cleaned weekly to remove all bugs and debris.

Current and Ongoing Projects

- Per the fire inspector, the emergency lights for the mechanical room have been ordered and will be installed immediately upon arrival
- A supply of Har-Tru for the clay courts has been ordered and received, we are currently waiting on the sprayer so it can be properly applied.
- Replacement of the filters for the pool feature jets is ongoing.
- “No trespassing signs” are being installed around the perimeter of the lakes around the community.

Future Projects for Consideration

- 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. This will assist in protecting the assets contained in the shed and golf cart storage.

AVENIR
PALM BEACH GARDENS

Avenir CDD Guest Policy

The Avenir CDD Board has established the following policy for use of the amenities by guests. Policies will be reviewed and may be amended from time to time as the needs and interests of patrons evolve over time. Please review the information and be aware of any restrictions that may apply to non-patron use of amenities owned and operated by the District. Please refer to the handbook for further clarification on any items listed below. If you have further questions regarding rules, regulations, or operating procedures, please feel free to contact your Avenir Management team.

Use of District Facilities By Guests

Patrons shall be accompanied by guests in the District's facilities and on the District's grounds. Guests are subject to any posted rules and regulations posted, policies, or directives from staff. Rules and regulations are designed to help preserve and protect District assets, promote health and safety for our patrons and maintain their priority access to programs, equipment, and services. The following policy is currently in place for use of District facilities by guests:

- All guests must be accompanied by a patron. Avenir patrons may be accompanied by up to 4 guests per household, per day, for pool usage. Total guest space for the pool area (excluding private parties that are pre-arranged in the pavilions) will be limited to 40 per day and may vary on holidays or during special events. Guest spaces for the pool area are available on a first come first serve basis and can be reserved online through Avenir.nabrnetwork.com. Guest attendance can be reserved up to 14 days in advance.

- All patrons are required to show their issued Avenir ID, and their guests will be required to sign in, upon entry into Avenir Clubhouse, before using the amenities. All guests will receive a wristband at check-in. Please be aware that if you have not reserved a guest space for each guest through the guest registration system, and if no guest spaces remain for the day, your guest will not be permitted to use the amenities.

- Unaccompanied guests are not permitted to use the pool, gym, tennis courts, pickleball courts, playgrounds, or any other portion of the amenities at any time.

- The permitted number of guests for rental event space is subject to that area's capacity and is outlined in the rental policy. **Separate reservation of guest attendance, as outlined above, is not required for residents renting event space and their guests.**

- Children under the age of thirteen (13) must be accompanied by an adult who is eighteen (18) or older, at all times. Children who are not acting in compliance with the Rules and Regulations, or who are not accompanied or supervised by a responsible adult, may be removed from the Amenities and may result in a loss of Amenity access.

- Additional guest fees may apply for guest participation in clubs, programs, or events that enable that level of participation on a limited and pre-approved basis.

- Restricted hours for guest use of certain facilities and programs may change and are subject to Board approved policies and operating procedures.

- As the patron population grows and demand for facility use increases, the Board reserves the right to revise this policy as the population of the community grows and may amend the rules & regulations as they see fit to best accommodate the needs and interests of the community-at-large. This may include guest capacity, guest hours, and/or fees.

All persons using the facilities do so at their own risk and agree to abide by the rules and regulations of the facility. The district, its agents, and employees are not responsible for accidents, personal injury, damage to, or loss of property arising from use or from acts of other persons using the amenities. Residents are responsible for their actions and those of their guests. Failure to comply with rules and regulations may result in a loss of access.

AVENIR
PALM BEACH GARDENS

MELE FITNESS
SOLUTIONS

Fitness classes include:

- 1x/ week Yoga
- 1x/ week Zumba
- 1x/ week ”Fusion Fit”/Boot Camp

Overview:

- All classes will be reserved & ticketed.
- $10/person per class “Drop-in rate”
- Monthly option of $100/month per person for 12 classes
- All classes will be capped at 15 participants
- Additional or more frequent classes available for additional fees.
- Vendor also provides options of multiple personal trainers for 1 on 1 private sessions.

United States Professional Tennis Association, Inc.
Setting the standard for teaching professionals – That's Who We Are

October 4, 2012

Sergio Martinez Sanchez
C/Pruners 2
Lloret De Mar
Girona 17310
Spain

Dear Sergio:

Welcome to the USPTA. Based on our agreement with RPT, you have scored **USPTA's highest rating, a Professional 1.** Your membership certificate is enclosed.

We hope you will become involved in USPTA by attending educational events and conventions, or contributing articles for possible publication in *ADDvantage* magazine. A list of certified member benefits is enclosed for your review. You can also print a membership card at http://documents.uspta.com.

Sergio, we are glad to have you as a *certified* member of USPTA. If we may be of assistance, please do not hesitate to contact us.

With kind regards, I am,

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Tim Heckler
CEO

TH/vt

Enclosures: USPTA membership certificate
Certified member benefits

3535 Briarpark Drive, Suite One • Houston, TX 77042
800-877-8248 • 713-978-7782 • 713-978-7780 fax • uspta@uspta.org • uspta.com

AVENIR
PALM BEACH GARDENS

POS System Proposal

- Services are offered through "Square"
- This will allow payment via all forms of debit and credit
- Allows the clubhouse to begin to charge for lifestyle events & fitness services
- Allows for a quicker and more convenient acceptance and tracking of payment.
- The Square platform will make a possible future restaurant transition much easier as a POS system will already be set up and in place.

- **Total startup cost would be $1,145.00**
    - **POS interface with stand, printer, and printer supplies = $846.00**
    - **Portable small terminal = $299.00**
    - **No Setup fees or monthly fees**
    - **Transactional Fees are 2.6% of total/ transaction + flat rate $.10/ transaction.**
    - **All transactional fees will be added to the sales price and passed on to the purchaser.**

Landscape Proposal

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

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

"Beautifying South Florida Since 1977"

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		9/14/2022	40434
	TB	CPM Rep	RE:	
	DM	KS	See Below	

Description	Quantity	Cost	Proposal Total
* LOCATION OF SERVICE: ENTRY ISLAND * Sunpatiens 'Magenta' - 4.33"	300	4.00	1,200.00
* LOCATION OF SERVICE: BULLNOSE * Sunpatiens 'Magenta' - 4.33"	150	4.00	600.00
* LOCATION OF SERVICE: AROUND ROYAL PALMS IN THE TRAFFIC CIRCLE IN FRONT OF CLUBHOUSE * Sunpatiens 'Magenta' - 4.33"	630	4.00	2,520.00
Bags of 'Chocolate' Mulch	26	5.25	136.50
Cubic Yards of Potting Soil	2.5	120.00	300.00
Bags of Cow Manure	10	15.00	150.00
** NOTE ** To be installed when weather starts to cool down.			
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.			
CPM CAN NOT BE RESPONSIBLE FOR IGUANA DAMAGE TO ANNUAL FLOWERING PLANTS AND/OR PERENNIAL ORNAMENTAL PLANTS.			

OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.

Proposal Total $4,906.50

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.

Landscape Proposal

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

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

"Beautifying South Florida Since 1977"

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		9/14/2022	40429
	TB	CPM Rep	RE:	
	dm	KS	See Below	

Description	Quantity	Cost	Proposal Total
* LOCATION OF SERVICE: EASTSIDE OF CLUBHOUSE ENTRY - REMOVE ALL JASMINE MINIMA & COLEUS FLOWERS *			
Connect Foxtail Fern at Corner & Add Sewer Clear Out	37	15.00	555.00
Green Island Ficus - 3 gallon - (to make bed closer to Foxtail Fern)	12	15.00	180.00
'Super Blue' Liriope - (to fill in where Jasmine Minima is being removed)	43	15.00	645.00
Podocarpus 'Pringles' - 3 gallon - (to replace Coleus beds)	30	17.00	510.00
Bags of 'Chocolate' Mulch	20	5.25	105.00
* LOCATION OF SERVICE: WESTSIDE OF CLUBHOUSE ENTRY - REMOVE ALL JASMINE MINMA & COLEUS *			
Foxtail Fern - 3 gallon - (to fill in Minima bed)	20	15.00	300.00
'Super Blue' Liriope - 3 gallon - (to fill in Minima bed)	100	15.00	1,500.00
Podocarpus 'Pringles' - 3 gallon - (to replace Coleus beds)	25	17.00	425.00
Bags of 'Chocolate' Mulch	20	5.25	105.00
** NOTE ** At this time you can remove Coleus at clubhouse entry and around Palms in the clubhouse circle & CPM will add fresh mulch until it cools down for a second flower rotation.			

OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.

Proposal Total

Signature _____

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

Landscape Proposal

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

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

"Beautifying South Florida Since 1977"

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		9/14/2022	40429
	TB	CPM Rep	RE:	
	dm	KS	See Below	

Description	Quantity	Cost	Proposal Total
Labor - Enhancement	1	150.00	150.00
Cubic Yard of Debris Hauled & Disposed	1	35.00	35.00

PLEASE NOTE:
This proposal is only an estimate. Your final invoice will be for actual time and materials. Prices are subject to change after 30 days. Proposals must be signed and dated before work can begin.

CPM CAN NOT BE RESPONSIBLE FOR IGUANA DAMAGE TO ANNUAL FLOWERING PLANTS AND/OR PERENNIAL ORNAMENTAL PLANTS.

OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.

Proposal Total $4,510.00

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.

Tree Proposal

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

Office: (954) 973-3333 | Fax: (954) 979-1424
"Beautifying South Florida Since 1977"

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		8/30/2022	40266
TB	CPM Rep	RE:	
DM	SK	See Below	

Description	Quantity	Cost	Proposal Total
241 Palms Consisting of Sabal, Royal, Coconut & Medjool Palm		13,985.00	13,985.00
115 Palm Seed Pod Removal For Adonidia & Alexandra Palms		850.00	850.00
7 Hardwood Trees Consisting of Yellow Poinciana, Pigeon Plum & Oak		150.00	150.00
Hardwood Pruning: Elevate canopies for vehicle & pedestrian clearance. Thin canopies removing dead limbs, crossing limbs and remove select limbs as needed for aeration. Prune back limbs close to buildings, lights, signs & any other structures as needed.			
Palm Pruning: Remove dead/dying fronds to a horizon of 9-3. Remove all seed pods.			
Any heavier pruning requested shall be proposed at time of request.			
All pruning practices shall follow ANSI A-300 Guidelines.			

OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.

Proposal Total

Signature _____

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Tree Proposal

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

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

"Beautifying South Florida Since 1977"

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		8/30/2022	40266
TB	CPM Rep	RE:	
DM	SK	See Below	

Description	Quantity	Cost	Proposal Total
** NOTE ** Price is valid 90 days from the date on the proposal.			

OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.

Proposal Total $14,985.00

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.

Landscape Proposal

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

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

"Beautifying South Florida Since 1977"

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		9/14/2022	40430
	TB	CPM Rep	RE:	
	dm	KS	See Below	

Description	Quantity	Cost	Proposal Total
* LOCATION OF SERVICE: SPLASH PAD - REMOVE ALL MUHLY GRASS, PENCIL TREE & JASMINE MINIMA *			
Podocarpus - 7 gallon - (to go up against the north & south sides of fencing)	39	70.00	2,730.00
Trinettes - 3 gallon - (to go in front of Podocarpus on the north & south side of splash pad)	39	15.00	585.00
Bird of Paradise - 3 gallon - (at southwest corner)	1	30.00	30.00
Bags of 'Chocolate' Mulch	20	7.00	140.00
** NOTE ** West side of splash pad the bed is very narrow so CPM can not add Trinettes. CPM will let the Podocarpus grow a little wider. CPM will also trim it to the new plant material height upon install.			
Labor - Enhancement	2	150.00	300.00
Cubic Yard of Debris Hauled & Disposed	1	35.00	35.00
PLEASE NOTE: This proposal is only an estimate. Your final invoice will be for actual time and materials. Prices are subject to change after 30 days. Proposals must be signed and dated before work can begin.			

OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.

Proposal Total

Signature _____

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

Landscape Proposal

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

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

"Beautifying South Florida Since 1977"

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		9/14/2022	40430
	TB	CPM Rep	RE:	
	dm	KS	See Below	

Description	Quantity	Cost	Proposal Total
CPM CAN NOT BE RESPONSIBLE FOR IGUANA DAMAGE TO ANNUAL FLOWERING PLANTS AND/OR PERENNIAL ORNAMENTAL PLANTS.			

OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.

Proposal Total $3,820.00

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.

EUROPEAN
Car Sales of America

GoAuto Electric
GEM of Miami

Office: 305.448.2989 Fax: 305.567.0510
www.gemofmiami.com
3850 S DIXIE HWY | MIAMI, FL 33133

AVENIR DEVELOPMENT, LLC

550 BILTMORE WAY, SUITE 1110
CORAL GABLES FL 33134
H W C 305-447-7486 IC@LANDSTARDEVELOPMENT.COM

Buyer's Order

Date 10/01/2020
Invoice # 4001386
Salesman Peter Kilissanly

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Dealer Retail Price
New	2020	GEM	E6	52CG6AGA4L5021520	L5021520	$24,738.00

Options:

2 FANS	$0.00	D
SPEAKERS W BLUETOOTH & WIRELESS MIC	$0.00	D
CLEAR DIVIDER BETWEEN DRIVERS AND PASSENGERS	$0.00	D

Dealer Retail Price	$24,738.00
Customer Price	$26,100.00
Freight	$300.00
Customer Added Options	$0.00
Customer Discount	($1,900.00)
Dealer Prep / Rigging Fee	$0.00
Unit Subtotal	$24,500.00
Extended Warranty	$0.00
Registration Fees	$495.00
GAP	$0.00
Electronic Title and Tag Fee	$0.00
Tire & Wheel	$0.00
Service Contracts	$0.00
Gift Certificates	$0.00
Sales Tax	$1,502.00
Cash Price	$26,497.00
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$26,497.00
Sub Total (Net Sale + Other Charges)	$26,497.00
	$26,497.00
Amount to Pay/Finance	$0.00

Notes:

Trade Information

NONE

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.
TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.
*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

Customer Signature _____ Dealer Signature _____

Co-Buyer Signature _____

Thank You for You Business!