



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
NOVEMBER 14, 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
November 14, 2022
12:30 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. October 27, 2022 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
 - 1. Update Regarding Buffer Wall Easement Encroachments
- H. New Business
 - 1. Consider Approval of Centerline Spine Road Phase 3 - Change Order No. 3.....Page 9
 - 2. Consider Approval of Centerline Spine Road Phase 4 - Change Order No. 4.....Page 11
 - 3. Consider Approval of Ranger Northlake Blvd Phase 1 - Change Order No. 2.....Page 13
 - 4. Consider Approval of Ranger Northlake Blvd Phase 1 - Change Order No. 3.....Page 15
 - 5. Consider Approval of JW Cheatham Northlake Blvd Phase 2 - Change Order No. 1.....Page 17
 - 6. Consider Approval of Expanded Landscape Maintenance Proposal.....Page 19
 - 7. Consider Approval of Proposed Landscape Maintenance Increase.....Page 24
 - 8. Consider Approval of SUA Developer's Agreements – Town Center Bypass Road.....Page 25
 - 9. Consider Pod 15 – Land Conveyance Swap: Avenir CDD & Avenir Development.....Page 48
 - 10. Consider Resolution No. 2022-13 – Adopting a Fiscal Year 2021/2022 Amended Budget.....Page 50
- I. Clubhouse
 - 1. Clubhouse Management Update.....Page 62
 - 2. Consider Approval of South Florida Select Homes Agreement – Sidewalk Installation.....Page 65
 - 3. Consider Approval of Proposed Landscape Maintenance Increase.....Page 69
 - 4. Consider Authorization to Engage Square POS System
- J. Administrative Matters
- K. Board Member Comments
- L. Adjourn

PALM BEACH

STATE OF FLORIDA
COUNTY OF PALM BEACH:

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT - NOTICE IS HEREBY GIVEN THAT THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ET AL.

in the XXXX Court,
was published in said newspaper by print in the issues of
and/or by publication on the newspaper's website, if
authorized, on

10/17/2022

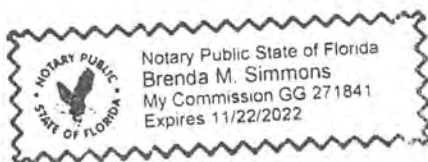
Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Angelina Garay

Sworn to and subscribed before me this
17 day of OCTOBER, A.D. 2022

(SEAL)

ANGELINA GARAY personally known to me



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 testi-

mony 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.avenirccd.org

10/17 22-24/0000625671P

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARINGS & REGULAR BOARD MEETING
OCTOBER 27, 2022**

A. CALL TO ORDER

The October 27, 2022, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:30 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in *The Palm Beach Daily Business Review* October 17, 2022, as part of the District’s Fiscal Year 2022/2023 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero, and Supervisors Daniel Lopez and 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 (via phone), Rick Salvatore, Gina Sanchez and Sherry Ward.

Also present Tanya McConnell of Ballbe Engineering.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Pierman noted that a proposal form Ranger had just been received and 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. August 25, 2022, Public Hearing & Regular Board Meeting

The minutes of the August 25, 2022, Public Hearing & Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the minutes of the August 25, 2022, Public Hearing & Regular Board Meeting, as presented.

The Regular Board Meeting was then recessed and the Public Hearing on the proposed rules 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 September 28, 2022, as legally required.

2. Receive Public Comment on Proposed Rules

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

3. Consider Resolution No. 2022-09 – Adopting Rules on Towing and Parking

Resolution No. 2022-09 was presented, entitled:

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

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2022-09, as presented.

4. Consider Resolution No. 2022-10 – Adopting Rules Prohibiting Irrigation from Lakes

Resolution No. 2022-10 was presented, entitled:

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

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2022-10, as presented.

5. Consider Resolution No. 2022-11 – Adopting an Amended Amenities Rules Handbook

Resolution No. 2022-11 was presented, entitled:

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

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2022-11, as presented.

The Public Hearing on the proposed rules was closed and the Public Hearing on the amended club rates was opened.

H. 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 October 13, 2022, and October 20, 2022 as legally required.

2. Receive Public Comment on Amended Club Rules

Mr. Pierman noted that no members of the public were in attendance. He also noted that, for the Board's reference, residents were paying a total of \$2,112.47 for the clubhouse this fiscal year.

3. Consider Resolution No. 2022-12 – Adopting Amended Club Rules

Resolution No. 2022-13 was presented, entitled:

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.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2022-12, as presented.

The Public Hearing on amended club rates was closed and the Regular Board Meeting was reconvened.

I. OLD BUSINESS

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

J. NEW BUSINESS

1. Consider Ratification of Plat – Panther National at Avenir Pod 12

2. Consider Ratification of Plat – Avenir Pod 15

Mr. Ballbe presented both plats. Mr. Pawelczyk explained that the District was being added because it owns land included on the plat.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and unanimously passed ratifying the Panther National at Avenir Pod 12 and Avenir Pod 15 plats.

3. Consider Ratification of Work Authorization No. 4 for Spine Road Phase 6 – Engineering Services

4. Consider Ratification of Work Authorization No. 5 for Spine Road Phase 6 – Engineering Services

Mr. Ballbe presented Work Authorizations 4 and 5 for Spine Road Phase 6, noting that they were for the design and permitting of Panther National Boulevard and the extension to Mecca Road.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed ratifying Work Authorizations 4 and 5 for Spine Road Phase 6.

5. Consider SUA Developer's Agreements – Spine Road Phases 5 & 6

Mr. Pierman presented the SUA Developer's Agreements for Spine Road Phases 5 & 6, suggesting that it be approved in substantial final form, subject to staff review. Mr. Pawelczyk explained that the agreements were needed by SUA because water and sewer was being installed in the District-owned right-of-way. He noted, however, that the District cannot expend funds on the project until the funding is in place and suggested that language be added to that effect. Mr. Ballbe noted that there were no connection fees associated with these agreements.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the SUA Developer's Agreements for Spine Road Phases 5 and 6, in substantial final form, subject to staff review.

6. Consider Fourth Amendment to Fifth Supplemental Engineer's Report

Mr. Ballbe explained that the report was for the issuance of bonds for Assessment Area 3, which includes Parcels A-16, 17, 19, and Parcels D, H and J, for a total of 128.55 acres and 751 units. The \$75 Million funding includes improvements and land purchase.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and unanimously passed approving the Fourth Amendment to the Fifth Supplemental Engineer's Report, as presented.

7. Consider H&J Change Orders 8, 9 and 10

8. Consider Centerline Change Order 3

Mr. Ballbe presented H&J Change Orders 8, 9, and 10, noting that Change Order No. 8 was for removing fill, repairing lake slopes, filling a canal, and fill for the parking lot and is in the amount of \$192,966.80; Change Order No. 9 was for long hauling materials for Phase 2 and is in the amount of \$1,620,008.00; and Change Order No. 10 was a fuel increase allowance in the amount of \$3,056,617.80. Mr. Ballbe

confirmed that the contract allows for H&J to request increases for materials, such as fuel, and that this amount was not the final number, but rather an allowance. Mr. Ballbe then presented Centerline Change Order No. 3, explaining that it was for an increase in costs for Spine Road Phase 3 electric components in the amount of \$24,052.50. Following discussion, it was noted that the lake slope repairs included in the H&J Change Order No. 8 in the amount of \$17,096.00 should be paid from the maintenance budget and should be removed from the Change Order.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving H&J Change Orders 8, 9, and 10, and Centerline Change Order 3, amending the H&J Change Order No. 8 as previously discussed above.

9. Discussion Regarding Wall Easement Encroachments

Mr. Pierman explained that an issue regarding homeowners' fences was brought to the District attention, wherein homeowners were installing fences up to the District-owned buffer wall. The concern is that the District must maintain the interior of the wall, and fences that are installed up to it would hinder the maintenance, including painting. Following discussion, staff believes the best way forward is to include the interior wall maintenance responsibility in the HOA's maintenance agreement, and to allow the HOAs to police homeowner fences with the stipulation that they may not attach to the wall. The Board agreed and requested that staff contact the HOA manager and bring back an agreement for Board consideration.

10. Discussion Regarding Landscaping Agreement

Mr. Pierman explained that CPM had requested a 5% increase on their contract. They also pointed out that the next two phases of landscaping were almost ready to be maintained. Following discussion, the Board suggested that CPM provide a proposal for the additional areas and their increase.

11. Consider Ranger Construction Change Order

Mr. Ballbe presented the change order for Ranger Construction, explaining that it was to install thermo plastic and the milling of pavement in the amount of \$84,443.00. He further explained that the items were being taken from another contractor and assigned to Ranger.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Ranger Construction change order for the installation of thermo plastic and the milling of pavement in the amount of \$84,443.00.

K. CLUBHOUSE

1. Clubhouse Management Update

Ms. Sanchez presented an update on recent events that were held at the clubhouse, noting that over 100 residents had attended. Mr. Salvatore discussed membership event rates, suggesting a \$300 per adult and \$200 per child annual rate to attend events, as well as individual ticket availability at a higher per-event rate. Mr. Salvatore explained that they had researched POS systems and Square seemed to make the most sense, as it charges a flat rate that can be added to credit card purchases. However, Square requires a Social Security number, which Mr. Nelson had offered to provide. Mr. Pawelczyk noted that he would look into the possibility of having Mr. Nelson use his Social Security number and to put this item back on the agenda for discussion at the next meeting. Mr. Salvatore also explained that he would

like to bring in a fitness professional to run classes, as well as a tennis professional, Sergio Sanchez. Patrons can attend fitness classes for \$10/class or \$100/month. Mr. Lopez suggested that Mr. Salvatore contact another tennis professional for a comparison. Mr. Salvatore noted that they have issued over 100 ID cards to date, and recommended adding an attendant's desk where residents can complete forms and have their picture taken for the ID card. Following discussion, the Board recommended that he contact the decorator to find a solution, as well as exploring wireless options for the ID card camera.

2. Consider proposals for Clubhouse Landscaping

Mr. Pierman presented landscape proposals for the clubhouse, noting that the first item was already ordered, due to the need to order plants in time for the holiday season. Mr. Lopez requested Arazoza be contacted for future projects to ensure that the District was getting the best price. Mr. Salvatore noted that the third proposal would not be for the entire amount because plants were being replanted from the sidewalk project.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed ratifying the first proposal, No. 40434, and approving the remaining proposals.

3. Consider Ratification of Avenir Electric Cart Purchase

Mr. Pierman explained that the District had been using an electric cart that belonged to Avenir Development and that Avenir Development would like to sell it to the District. The original cost of the cart was over \$27,000, including the wrapping and it is two years old. Mr. Pierman explained that finding a comparable used cart is difficult, but that the dealer from which it was purchased has offered \$13,000 to buy it back, and suggested that the District purchase the cart for \$13,000. He further explained that, due to the timing of the insurance renewal, the District has already taken ownership of the cart, but that the Board needs to agree on the purchase price.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed ratifying the purchase of the electric cart for the amount of \$13,000.

4. Consider South Florida Select Homes' Agreement – Sidewalk Installation

5. Consider South Florida Selection Homes' Agreement – Shed Installation

Mr. Pierman explained that Mr. O'Brien had begun work on the fitness center sidewalk project and the shed installation, but the District needs to formally engage him in order to complete the work. A proposal will be brought to the next meeting.

L. ADMINISTRATIVE MATTERS

Mr. Pierman noted that the next meeting would be held on November 14, 2022, and was needed in order to consider the amended budget.

M. BOARD MEMBER COMMENTS

There were no further Board Member comments.

N. ADJOURNMENT

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

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

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. <u>1</u> to No. <u>2</u> : \$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"

[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	
<p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>10/25/2022</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Centerline Inc. Randy Stringer Vice President</p> <p>Date: _____</p>

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

CHANGE ORDER NO. 4

Date of Issuance:	October 25, 2022	Effective Date:	October 25, 2022
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202021
Project:	AVENIR SPINE ROAD PHASE 4	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:

- Drainage system revisions

Attachments:

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$7,226,510.47	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$3,700,757.00	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None

Contract Price prior to this Change Order: \$10,916,151.22		Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$11,116.25		[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$10,927,267.47		Contract Times with all the approved Change Orders: None	
<p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>10/25/2022</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Community Development District Virginia Cepero Chairperson</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Centerline, Inc. Randy Stringer Vice President</p> <p>Date: _____</p>	

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

CHANGE ORDER NO. 2

Date of Issuance:	November 9 th , 2022	Effective Date:	November 9 th , 2022
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	RANGER CONSTRUCTION INDUSTRIES, INC. 1645 North Congress Avenue West Palm Beach, FL 33409	Contractor's Project No.:	22022010
Engineer:	HSQ, Inc.	Engineer's Project No.:	
Project:	NORTHLAKE BOULEVARD (PHASE I)	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:

- Mast Arm Assembly Material Increase.

Attachments:

- Exhibit "A" – Change Order by Ranger Construction Industries, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$3,000,683.46	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$84,443.00	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$3,085,126.46	Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$38,571.06	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$3,123,697.52	Contract Times with all the approved Change Orders: None	
RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
By:  HSQ, Inc. Nour Shehadeh, PE President	By: _____ Avenir Community Development District Virginia Cepero Chairperson	By: _____ Change Order by Ranger Construction Industries, Inc. Jamie Timming Vice President
Date: <u>11/9/2022</u>	Date: _____	Date: _____

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

CHANGE ORDER NO. 3

Date of Issuance:	November 9 th , 2022	Effective Date:	November 9 th , 2022
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	RANGER CONSTRUCTION INDUSTRIES, INC. 1645 North Congress Avenue West Palm Beach, FL 33409	Contractor's Project No.:	22022010
Engineer:	HSQ, Inc.	Engineer's Project No.:	
Project:	NORTHLAKE BOULEVARD (PHASE I)	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:

- Storm Drainage Structures Material Increase.

Attachments:

- Exhibit "A" – Change Order by Ranger Construction Industries, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$3,000,683.46	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$123,014.06	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$3,123,697.52	Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$11,282.32	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$3,134,979.84	Contract Times with all the approved Change Orders: None	
RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
By:  _____ HSQ, Inc. Nour Shehadeh, PE President	By: _____ Avenir Community Development District Virginia Cepero Chairperson	By: _____ Change Order by Ranger Construction Industries, Inc. Jamie Timming Vice President
Date: <u>11/9/2022</u>	Date: _____	Date: _____

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

CHANGE ORDER NO. 1

Date of Issuance:	November 8, 2022	Effective Date:	November 8, 2022
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413	Contractor's Project No.:	220010
Engineer:	HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	Engineer's Project No.:	180437
Project:	Northlake Blvd Phase 2 - From East of Avenir Dr to West of SR7	Contract Name:	Construction Contract (Roadway Improvements)

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

Description: *Modify P-Top bases to align with existing structures

Attachments:

- *J.W. Cheatham, LLC change order request dated 11/2/2022
- * Exhibit A: P-Top Modification Details consisting of 3 sheets
- * Exhibit B: Johnson-Davis Cost Breakdown dated 10/31/2022

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$4,173,882.11	Original Contract Times: Total Contract Days: 450 days Start Date: 9/12/2022 End Date: 12/6/2023
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$4,173,882.11	Contract Times prior to this Change Order: Total Contract Days: 450 days Start Date: 9/12/2022 End Date: 12/6/2023	
[Increase] [Decrease] of this Change Order \$62,667.84	[Increase] [Decrease] of this Change Order 28 Days	
Contract Price incorporating this Change Order: \$4,236,549.95	Contract Times with all the approved Change Orders: Total Contract Days: 478 days Start Date: 9/12/2022 End Date: 1/3/2024	
RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
By:  ENGINEER: HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	By: _____ Avenir Community Development District Virginia Cepero Chairperson	By:  CONTRACTOR: J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413
Date: <u>11/9/2022</u>	Date: _____	Date: <u>11/9/2022</u>

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



4101 Vinkemulder Road | Coconut Creek, FL 33073 | 954.973.3333 | WWW.CPMLAWN.COM

LAWN MAINTENANCE CONTRACT

MAINTENANCE AGREEMENT

This Maintenance Agreement between **Avenir Community Development District – Phase 3** doing business in **Palm Beach County, Florida**, hereinafter referred to as “The Client” and **Complete Property Maintenance, INC.** incorporated under the state of Florida, hereinafter referred to as “The Company”, for the purpose of maintaining and servicing lawns, enter into this agreement as further described below.

PURPOSE

The purpose of this agreement is to specify the terms, conditions, and requirements pertaining to cutting, servicing, and maintaining the areas so listed. The Client and The Company both agree that the essence of their relationship is “good will”.

TERMS AND CANCELLATION OF AGREEMENT

This contract is for **2** year(s) commencing **November 1st, 2022**, unless sooner terminated as hereinafter provided. This agreement will continue until either The Company or The Client cancel the agreement by providing 30 days written notice of termination. The client is responsible for all payments for services performed through the date of termination. In the event of litigation relating to the subject matter of this agreement, the losing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

AREAS TO BE SERVICED

- Common Areas

SERVICES TO BE RENDERED BY THE COMPANY

A) LAWN SERVICES:

1. Cutting of lawns **40** times per years, as follows:

2 Cuts per Month	January & February
3 Cuts per Month	March, April, November, & December
4 Cuts per Month	May, June, July, August, September, & October

* Turf to be cut at a height of 3.5 – 4.5 inches depending on time of year and conditions.

2. Weeding of plant beds **12** times per year.

3. Trimming of hedges **12** times per year or as needed.
4. Ornamentals (i.e. Ixora, Hibiscus, Trinettes, etc.) will be trimmed as needed using correct Horticultural Practices.
5. Edging and weed eating of all walkways, flower beds, fence lines, perimeters of buildings, and streets. Beds with corrugated aluminum, glass, plastic sheeting, or stone covered beds without steel, cement, or brick borders will not be edged.
6. All debris resulting from our work to be removed from the property on the same day that services are rendered.
7. Clippings to be removed from all paved and mulched surfaces after each mowing.
8. Broken and nuisance tree limbs, brown palm fronds, and fronds hitting building will be removed up to **16 (sixteen) feet**. Lower branches and suckers will be trimmed to a clean height of **7/8 (seven/eight) feet**. This service is not a replacement for normal annual tree trimming services and all palms should be formally trimmed yearly in accordance with ISA Arborist recommendations.
9. Where possible, all turf shall be free of obstacles as to prevent damage from equipment. Homeowner is responsible for all seating, statuary, barbeques, toys, hoses, trampolines, etc. These items will not be picked up by the landscape staff and The Company assumes no liability for items in lawn areas on the day of mowing. Where necessary, turf obstacles shall be maintained with a string trimmer to present a neat appearance.
10. The Company Account Manager shall inspect the property after each service to ensure all standards have been met.

B) FERTILIZATION AND SPRAY SERVICES:

1. Fertilization Services will be conducted under the following schedule:

Lawn Fertilization	Quarterly
Fertilization of Shrubs & Ornamentals	Quarterly
Fertilization of Palm Trees	Quarterly

2. Pest Management will be conducted under the following schedule:

Integrated Pest Management	Monthly
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- i. The Company spray technician will visit the property and make a thorough inspection of all the serviced areas. They will then apply the necessary products to control insects and weeds.
- ii. Weeds in lawns, pavers, sidewalks, and tree rings will be treated as required.
- iii. Fungus in lawns will be treated as required.
- iv. Chewing Insects, such as Aphids, on shrubs and ornamentals will be treated as required.
- v. If treatment is not effective. Pest Tech will come back at no additional charge.
- vi. Insects not covered under the pest control specification of this contract include Diamond or Lac Scale, Take all root rot, Brown Patch fungus, Botryospheria, Mosaic, Ficus Whitefly (or any form of Whitefly), Asian Scale, White Footed Ants, and newly identified pests. The products used to treat these insects are costly. In an effort to keep our pricing within reach we will be glad to provide pricing should the need arise to treat these pests.



INITIALS:
DATE:

C) IRRIGATION SERVICES:

1. Irrigation Services will be performed **Monthly**.
2. The Company will provide a monthly wet check of the entire property.
3. The following services are provided with no additional billing:
 - i. Inspection of all sprinkler heads zone by zone.
 - ii. Cleaning of clogged nozzles.
 - iii. Replace or repair broken sprinkler heads caused by The Company employees and/or equipment.
 - iv. Clean and adjust sprinkler heads to insure proper coverages.
 - v. Inspect controllers for proper operation.
 - vi. Reprogram controllers according to seasonal requirements or imposed restrictions.
4. All other minor repairs will be completed after the wet check and billed on a time and material basis.
5. All large repairs (i.e. wiring, valves, clocks, main line, pumps, etc.) will proposed for approval and will not be performed without written authorization from a board representative.
6. Billable repairs will be charged at an hourly rate of \$55.00 for a Technician and \$45.00 for a Tech Assistant.

D) OPTIONAL SERVICES **NOT INCLUDED** IN THIS CONTRACT:

1. Tree Trimming
2. Seasonal Annuals
3. Landscape Improvements
4. Mulching
5. Pressure Washing

E) OTHER:

1. The Company will send The Client a written monthly work schedule on or before the first of each month outlining the specific work to be performed pursuant to this agreement for the following calendar month.
2. The Company will be available in the event The Client deems it necessary to have specific work done prior to or after a major storm or act of nature. Any major repair or extra work done due to storms or acts of nature are not to be covered in the above stated service.
3. The Company will assure that there are qualified workers on the job site to complete all phases of the operation in a reasonable time limit.
4. The Company will see that their crews are kept together and are not scattered about the property.
5. The Company employee will be supervised by an experienced and English-speaking supervisor, who will be on the property during work hours.
6. The Company is not responsible for telephone, lighting, or any other underground cables that are within **4 (four)** inches of the surface damaged by edger's or any other equipment.
7. The Company shall perform all our services in compliance with all laws, ordinances, and regulations of federal, state, county, and municipal authorities as may be applicable.
8. The Company Shall provide a uniform shirts and hat to all of its employees who are performing



INITIALS:
DATE:

work on the property.

9. The Company will guarantee that work in this contract will finished in a timely manner and any work left undone will be corrected or repaired without delay on the following business day.
10. The Client agrees that it will not, during the course of this contract and for at least (1) one year after the termination thereof, indirectly or directly hire any person who is an employee or representative of The Company.

COST

The cost of the services listed above in this contract will be: **\$72,660** per year. The monthly payments will be billed based on maintenance seasonality and follow the below billing cycle:

Month	%	Monthly
Jan	90%	\$ 5,449.50
Feb	90%	\$ 5,449.50
Mar	90%	\$ 5,449.50
Apr	100%	\$ 6,055.00
May	100%	\$ 6,055.00
Jun	110%	\$ 6,660.50
Jul	110%	\$ 6,660.50
Aug	110%	\$ 6,660.50
Sep	110%	\$ 6,660.50
Oct	100%	\$ 6,055.00
Nov	100%	\$ 6,055.00
Dec	90%	\$ 5,449.50

The monthly fee will be increased 5% annually. The monthly payment is due by the 10 (tenth) day of each month. A 1.5% service charge will be applied per month on past due accounts. At the conclusion of the above term this contract shall automatically renew each year for an additional year unless otherwise agreed to by the parties.

SCOPE OF WORK

- The Company shall provide all necessary labor, material, equipment, and fully trained personnel to properly maintain all landscaped areas within the contract limits.
- The Company is responsible for and will guarantee all work outlined in this contract.
- The Company will follow established horticultural practices for ground maintenance to ensure a neat appearance of the property.

DAMAGES

- Shrubs, trees, plants, or sprinkler heads damaged by The Company, shall be replaced at The Company's expense.
- The Company will not be responsible for damages cause by soil-borne diseases, fungus, insects, or any other problems not outlined in this contract.



INITIALS:
DATE:

- The Company will not be responsible for irrigation or any other types of damages existing prior to the signing of this contract.
- The Company will not be responsible for any damages resulting from unusually excessive rain, lightning, windstorms, hurricanes, or any other acts of nature. Any cleanup afterwards will incur additional charges as per work performed.
- Damages must be inspected and approved by The Company for repair before compensation will be made.
- Damages caused by conditions beyond The Company's control shall be repaired at The Client's expense. Under no circumstances will money be deducted from the payments due under this contract.

COMPLIANCE, INSURANCE, AND LICENSE

- All employees of The Company shall be qualified U.S. citizens or legal residents authorized to work in the U.S.
- The Company must maintain proper general liability, automotive liability, workers compensation, and any other insurance required by the law.
- Copies of each Insurance to be attached upon signing of contract. Insurance must be maintained at the same or higher limits throughout the term.
- The Company has a valid landscape license that must remain active and in good standing throughout the term.

ADDITIONAL WORK

All additional work not outlined in this contract will be invoiced separately on a time and materials basis, payment will be made within (7) days of billing.

In consideration of the aforesaid, The Company and The Client hereto agree on this ____ day of **November, 2022**.

COMPLETE PROPERTY MAINTENANCE, INC

WITNESS

CLIENT

WITNESS



INITIALS:
DATE:



4101 Vinkemulder Road | Coconut Creek, FL 33073 | 954.973.3333 | WWW.CPMLAWN.COM

CONTRACT ADDENDUM

This **ADDENDUM** between **Avenir Community Development District (Lawn and Landscape Maintenance)**, hereinafter referred to as “The Client” and **Complete Property Maintenance, INC.** incorporated under the state of Florida, hereinafter referred to as “The Company”, hereby extends the existing Lawn Maintenance Contract.

COMMENCEMENT DATE

The addendum shall commence **November 1st, 2022** and continue through **October 31, 2024**.

COST OF SERVICES

The cost of services listed above in this contract will be **\$466,767** per year. The monthly payments will be billed based on maintenance seasonality and follow the below billing cycle:

Month	%	Monthly
Jan	90%	\$ 35,007.53
Feb	90%	\$ 35,007.53
Mar	90%	\$ 35,007.53
Apr	100%	\$ 38,897.25
May	100%	\$ 38,897.25
Jun	110%	\$ 42,786.98
Jul	110%	\$ 42,786.98
Aug	110%	\$ 42,786.98
Sep	110%	\$ 42,786.98
Oct	100%	\$ 38,897.25
Nov	100%	\$ 38,897.25
Dec	90%	\$ 35,007.53

The monthly fee will be increased **5%** annually. The monthly payment is due by the 10 (tenth) day of each month. A 1.5% service charge will be applied per month on past due accounts. At the conclusion of the above term, this contract shall automatically renew each year for an additional year unless otherwise agreed to by the parties.

OTHER TERMS

All other terms and conditions of the original contract shall remain in effect.

In witness whereof, Client and Company have caused these presents to be executed in their respective names by their undersigned offices, authorized to execute instruments for and in their behalf, and above caused their respective corporate seals to be hereunto affixed at Coconut Creek, Florida, the day and year first above written.

In consideration of the aforesaid, the Company and the Client hereto agree on this ____ day of _____ **2022**.

COMPLETE PROPERTY MAINTENANCE, INC

WITNESS

CLIENT

WITNESS

Prepared By: Jennifer Millette
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 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.

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:

WITNESSES:

DEVELOPER:

AVENIR DEVELOPMENT, LLC

By: _____
Manual 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:

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:

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:

PROPERTY DESCRIPTION

A PORTION OF PARCEL "A-3", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3, AVENIR, NORTH 86° 54' 02" EAST, A DISTANCE OF 52.25 FEET; THENCE ALONG SAID SOUTH LINE, NORTH 86° 53' 53" EAST, A DISTANCE OF 87.77 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 47° 19' 57" WEST, A DISTANCE OF 118.63 FEET; THENCE CONTINUE NORTH 47° 19' 57" WEST, A DISTANCE OF 20.88 FEET TO A LINE BEING 40.00' EAST OF AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF COCONUT BOULEVARD (TRACT R2); THENCE ALONG SAID PARALLEL LINE, NORTH 01° 33' 47" WEST, A DISTANCE OF 466.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 04' 58", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 342.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 08° 06' 15" WEST FOR A DISTANCE OF 341.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 52' 32", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 153.82 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 35' 00" WEST FOR A DISTANCE OF 153.75 FEET; THENCE NORTH 20° 31' 16" WEST, A DISTANCE OF 56.64 FEET; THENCE, SOUTH 49° 41' 04" EAST, A DISTANCE OF 103.97 FEET; THENCE NORTH 80° 00' 00" EAST, A DISTANCE OF 138.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 89.00 FEET, HAVING AN ARC DISTANCE OF 124.27 FEET, AND WHOSE LONG CHORD BEARS NORTH 39° 59' 56" EAST FOR A DISTANCE OF 114.42 FEET; THENCE NORTH 00° 00' 08" WEST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 136.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 59' 56" EAST FOR A DISTANCE OF 192.34 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 1143.90 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 64.00 FEET, HAVING AN ARC DISTANCE OF 100.53 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" EAST FOR A DISTANCE OF 90.51 FEET; THENCE, NORTH 00° 00' 00" WEST, A DISTANCE OF 396.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 42' 10", HAVING A RADIUS OF 261.00 FEET, HAVING AN ARC DISTANCE OF 130.75 FEET, AND WHOSE LONG CHORD BEARS NORTH 14° 21' 04" EAST FOR A DISTANCE OF 129.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12° 34' 34", HAVING A RADIUS OF 400.00 FEET, HAVING AN ARC DISTANCE OF 87.80 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81° 04' 19" EAST FOR A DISTANCE OF 87.62 FEET TO THE WEST LINE OF AVENIR SITE PLAN 1 - POD 1 PLAT, AS RECORDED IN PLAT BOOK 128, PAGE 35 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 129.01 FEET; THENCE, NORTH 90° 00' 00" WEST, A DISTANCE OF 54.63 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 379.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 62° 25' 55", HAVING A RADIUS OF 128.00 FEET, HAVING AN ARC DISTANCE OF 139.47 FEET, AND WHOSE LONG CHORD BEARS SOUTH 31° 12' 57" WEST FOR A DISTANCE OF 132.68 FEET; THENCE, SOUTH 15° 23' 37" EAST, A DISTANCE OF 27.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 117.00 FEET, HAVING AN ARC DISTANCE OF 31.43 FEET, AND WHOSE LONG CHORD BEARS SOUTH 07° 41' 49" EAST FOR A DISTANCE OF 31.34 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 1164.68 FEET; THENCE SOUTH 86° 08' 53" WEST, A DISTANCE OF 54.12 FEET; THENCE, NORTH 00° 00' 00" EAST, A DISTANCE OF 1168.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 63.00 FEET, HAVING AN ARC DISTANCE OF 16.93 FEET, AND WHOSE LONG CHORD BEARS NORTH 07° 41' 49" WEST FOR A DISTANCE OF 16.88 FEET; THENCE NORTH 15° 23' 37" WEST, A DISTANCE OF 27.00 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 1151.13 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 113.10 FEET, AND WHOSE LONG CHORD BEARS SOUTH 44° 59' 56" WEST FOR A DISTANCE OF 101.83 FEET; THENCE SOUTH 00° 00' 08" EAST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 153.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 59' 56" WEST FOR A DISTANCE OF 196.70 FEET; THENCE SOUTH 80° 00' 00" WEST, A DISTANCE OF 128.22 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 18.35 FEET; THENCE SOUTH 32° 41' 02" WEST, A DISTANCE OF 62.59 FEET TO THE POINT OF BEGINNING. A PORTION OF PARCEL "A-3", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A"

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3, AVENIR, NORTH 86° 54' 02" EAST, A DISTANCE OF 52.25 FEET; THENCE ALONG SAID SOUTH LINE, NORTH 86° 53' 53" EAST, A DISTANCE OF 87.77 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 47°19'57" WEST, A DISTANCE OF 118.63 FEET; THENCE CONTINUE NORTH 47°19'57" WEST, A DISTANCE OF 20.88 FEET TO A LINE BEING 40.00' EAST OF AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF COCONUT BOULEVARD (TRACT R2); THENCE ALONG SAID PARALLEL LINE, NORTH 01° 33' 47" WEST, A DISTANCE OF 466.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 04' 58", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 342.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 08° 06' 15" WEST FOR A DISTANCE OF 341.76 FEET; THENCE NORTH 32°41'02" EAST, A DISTANCE OF 62.59 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 18.35 FEET; THENCE NORTH 80°00'00" EAST, A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 153.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS NORTH 39° 59' 56" EAST FOR A DISTANCE OF 196.70 FEET; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 113.10 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 59' 56" EAST FOR A DISTANCE OF 101.83 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 530.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 1066.62 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1.74 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 176.58 FEET; THENCE SOUTH 86°53'53" WEST, A DISTANCE OF 90.13 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 234.45 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 11.74 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 1013.62 FEET TO THE POINT OF BEGINNING

EXHIBIT "A"

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered by date last signed _____ day of _____, 2022 by and between AVENIR DEVELOPMENT, LLC 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.

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 DEVELOPMENT, LLC
550 Biltmore Way, Suite 1110
Coral Gables, FL 33134
Attention: Manual M. Mato, President

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 DEVELOPMENT, LLC

Witness Signature

By: _____
Manual M. Mato, President

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

A PORTION OF PARCEL "A-3", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3, AVENIR, NORTH 86° 54' 02" EAST, A DISTANCE OF 52.25 FEET; THENCE ALONG SAID SOUTH LINE, NORTH 86° 53' 53" EAST, A DISTANCE OF 87.77 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 47°19'57" WEST, A DISTANCE OF 118.63 FEET; THENCE CONTINUE NORTH 47°19'57" WEST, A DISTANCE OF 20.88 FEET TO A LINE BEING 40.00' EAST OF AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF COCONUT BOULEVARD (TRACT R2); THENCE ALONG SAID PARALLEL LINE, NORTH 01° 33' 47" WEST, A DISTANCE OF 466.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 04' 58", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 342.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 08° 06' 15" WEST FOR A DISTANCE OF 341.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 52' 32", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 153.82 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 35' 00" WEST FOR A DISTANCE OF 153.75 FEET; THENCE NORTH 20°31'16" WEST, A DISTANCE OF 56.64 FEET; THENCE, SOUTH 49° 41' 04" EAST, A DISTANCE OF 103.97 FEET; THENCE NORTH 80°00'00" EAST, A DISTANCE OF 138.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 89.00 FEET, HAVING AN ARC DISTANCE OF 124.27 FEET, AND WHOSE LONG CHORD BEARS NORTH 39° 59' 56" EAST FOR A DISTANCE OF 114.42 FEET; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 136.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 59' 56" EAST FOR A DISTANCE OF 192.34 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 1143.90 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 64.00 FEET, HAVING AN ARC DISTANCE OF 100.53 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" EAST FOR A DISTANCE OF 90.51 FEET; THENCE, NORTH 00° 00' 00" WEST, A DISTANCE OF 396.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 42' 10", HAVING A RADIUS OF 261.00 FEET, HAVING AN ARC DISTANCE OF 130.75 FEET, AND WHOSE LONG CHORD BEARS NORTH 14° 21' 04" EAST FOR A DISTANCE OF 129.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12° 34' 34", HAVING A RADIUS OF 400.00 FEET, HAVING AN ARC DISTANCE OF 87.80 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81° 04' 19" EAST FOR A DISTANCE OF 87.62 FEET TO THE WEST LINE OF AVENIR SITE PLAN 1 - POD 1 PLAT, AS RECORDED IN PLAT BOOK 128, PAGE 35 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 129.01 FEET; THENCE, NORTH 90° 00' 00" WEST, A DISTANCE OF 54.63 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 379.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 62° 25' 55", HAVING A RADIUS OF 128.00 FEET, HAVING AN ARC DISTANCE OF 139.47 FEET, AND WHOSE LONG CHORD BEARS SOUTH 31° 12' 57" WEST FOR A DISTANCE OF 132.68 FEET; THENCE, SOUTH 15° 23' 37" EAST, A DISTANCE OF 27.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 117.00 FEET, HAVING AN ARC DISTANCE OF 31.43 FEET, AND WHOSE LONG CHORD BEARS SOUTH 07° 41' 49" EAST FOR A DISTANCE OF 31.34 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 1164.68 FEET; THENCE SOUTH 86° 08' 53" WEST, A DISTANCE OF 54.12 FEET; THENCE, NORTH 00° 00' 00" EAST, A DISTANCE OF 1168.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 63.00 FEET, HAVING AN ARC DISTANCE OF 16.93 FEET, AND WHOSE LONG CHORD BEARS NORTH 07° 41' 49" WEST FOR A DISTANCE OF 16.88 FEET; THENCE NORTH 15°23'37" WEST, A DISTANCE OF 27.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1151.13 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 72.00 FEET, HAVING AN

EXHIBIT "A"

ARC DISTANCE OF 113.10 FEET, AND WHOSE LONG CHORD BEARS SOUTH 44° 59' 56" WEST FOR A DISTANCE OF 101.83 FEET; THENCE SOUTH 00°00'08" EAST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 153.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 59' 56" WEST FOR A DISTANCE OF 196.70 FEET; THENCE SOUTH 80°00'00" WEST, A DISTANCE OF 128.22 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 18.35 FEET; THENCE SOUTH 32°41'02" WEST, A DISTANCE OF 62.59 FEET TO THE POINT OF BEGINNING.

A PORTION OF PARCEL "A-3", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3, AVENIR, NORTH 86° 54' 02" EAST, A DISTANCE OF 52.25 FEET; THENCE ALONG SAID SOUTH LINE, NORTH 86° 53' 53" EAST, A DISTANCE OF 87.77 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 47°19'57" WEST, A DISTANCE OF 118.63 FEET; THENCE CONTINUE NORTH 47°19'57" WEST, A DISTANCE OF 20.88 FEET TO A LINE BEING 40.00' EAST OF AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF COCONUT BOULEVARD (TRACT R2); THENCE ALONG SAID PARALLEL LINE, NORTH 01° 33' 47" WEST, A DISTANCE OF 466.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 04' 58", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 342.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 08° 06' 15" WEST FOR A DISTANCE OF 341.76 FEET; THENCE NORTH 32°41'02" EAST, A DISTANCE OF 62.59 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 18.35 FEET; THENCE NORTH 80°00'00" EAST, A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 153.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS NORTH 39° 59' 56" EAST FOR A DISTANCE OF 196.70 FEET; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 113.10 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 59' 56" EAST FOR A DISTANCE OF 101.83 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 530.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 1066.62 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1.74 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 176.58 FEET; THENCE SOUTH 86°53'53" WEST, A DISTANCE OF 90.13 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 234.45 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 11.74 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 1013.62 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.

<u>Customer Category</u>	<u>Total Units/ERCs</u>	<u>Charge per Unit/ERC</u>	<u>Total Charges</u>
0 SFU's	0 ERC's	\$ 0	\$ 0

Connection charges due at time of signing this Agreement = \$ 0

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. 202221, sheets WS1 - WS25. 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"

LAND TO BE CONVEY FROM AVENIR CDD TO AVENIR DEVELOPMENT	
TRACT NAME	AREA (AC.)
AREA #1	0.031
AREA #2	0.191
AREA #3	0.111
AREA #4	0.010
AREA #5	0.308
AREA #6	0.001
AREA #7	0.357
AREA #8	0.013
AREA #9	0.106
AREA #10	0.140
AREA #11	0.091
AREA #12	0.298
AREA #13	0.594
TOTAL AREA TO BE CONVEYED FROM AVENIR CDD TO AVENIR DEVELOPMENT	2.251
LAND TO BE CONVEY FROM AVENIR DEVELOPMENT TO AVENIR CDD	
TRACT NAME	AREA (AC.)
AREA #14	0.141
AREA #15	0.011
AREA #16	0.001
AREA #17	0.217
AREA #18	0.001
TOTAL AREA TO BE CONVEYED FROM AVENIR CDD TO AVENIR DEVELOPMENT	0.371
AREA CONVEYANCE DIFFERENCE AVENIR CDD TO AVENIR DEVELOPMENT	1.880



PARCEL TO BE CONVEYED FROM AVENIR
DEVELOPMENT, LLC TO AVENIR CDD

Sheet Number:
1 OF 1

RESOLUTION NO. 2022-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Avenir Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2021/2022 attached hereto as Exhibit “A” is hereby approved and adopted.

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

PASSED, ADOPTED and EFFECTIVE this 14th day of November, 2022.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Avenir Community Development District

**Amended Final Budget For
Fiscal Year 2021/2022
October 1, 2021 - September 30, 2022**

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AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/30/22
REVENUES			
O&M Assessments	3,244,953	1,789,242	1,789,242
Clubhouse Assessments	0	1,218,750	1,218,750
Clubhouse Other Revenues		12,330	12,330
Landowner Contribution - O&M	0	665,000	165,000
Debt Assessments - Series 2018	3,619,239	2,403,541	2,403,541
Landowner Contribution - Debt	0	0	0
Debt Assessments - Series 2019	1,548,229	1,128,488	1,128,488
Impact Fees	0	3,646,171	3,646,171
Bond Prepayments - 18 Bond	0	521,050	521,050
Bond Prepayments Sent to Trustee - 18 Bond		(521,050)	(521,050)
Bond Prepayments - 19 Bond		1,221,387	1,221,387
Bond Prepayments Sent to Trustee - 19 Bond		(1,221,387)	(1,221,387)
Landowner Contribution - 20 SAN	17,162,650	0	0
Developer Contribution - Capital Projects		3,127,049	3,127,049
Interest Income	0	988	988.1
Total Revenues	\$ 25,575,071	\$ 13,991,559	\$ 13,491,559
EXPENDITURES			
Supervisor Fees	0	0	0
Engineering/Inspections	15,000	5,000	1,713
Management	39,631	39,631	39,631
Legal	60,000	60,000	54,443
Assessment Roll	7,500	7,500	7,500
Audit Fees	8,000	7,000	7,000
Arbitrage Rebate Fee	1,950	3,250	3,250
Insurance	8,000	44,800	44,800
Legal Advertisements	4,500	3,000	2,367
Miscellaneous	2,000	10,000	1,007
Postage	500	500	437
Office Supplies	2,000	5,000	4,419
Dues & Subscriptions	175	175	175
Trustee Fees	18,000	33,000	33,000
Continuing Disclosure Fee	3,000	2,000	2,000
Website Management	2,000	2,000	2,000
Miscellaneous Maintenance	25,000	75,000	49,105
Infrastructure Maintenance	0	185,000	173,842
Electric (FPL)	225,000	305,000	301,811
Water (Seacoast)	100,000	100,000	95,320
Landscape Maintenance Base	450,000	445,000	438,417
Landscape Maintenance Optional	100,000	300,000	294,404
Irrigation Maintenance	0	33,000	30,849
Lake Maintenance	28,000	40,000	37,222
Stormwater Management/Lake Water Control	180,000	325,000	315,034
Roadway & Bridges Maintenance	0	20,000	18,900
Mitigation Maintenance	130,000	100,000	94,500
Wild Hog Control	15,000	1,000	0
Pump Maintenance	25,000	5,000	3,180
Trail Maintenance	5,000	1,000	0
Streetlights	100,000	5,000	0
Field Operations	20,000	1,000	0
Capital Project Outlay	0	3,672,996	3,127,217
TOTAL O&M EXPENDITURES	\$ 1,575,256	\$ 5,836,852	\$ 5,183,542
TOTAL CLUBHOUSE EXPENDITURES	\$ 1,475,000	\$ 1,013,600	\$ 919,299
Excess/ (Shortfall)	\$ 22,524,815	\$ 7,141,107	\$ 7,388,718
Bond Payments - Series 2018	(3,402,085)	(2,316,980)	(2,316,980)
Bond Payments - Series 2019	(1,455,335)	(1,093,525)	(1,093,525)
Bond Payments - Series 2020	(17,162,650)	(3,646,171)	(3,646,171)
Impact Fees Paid to Trustee			
Balance	\$ 504,745	\$ 84,431	\$ 332,042
County Appraiser & Tax Collector Fee	(168,248)	(56,857)	(56,857)
Discounts For Early Payments	(336,497)	(167,560)	(167,560)
Net Excess/ (Shortfall)	\$ -	\$ (139,986)	\$ 107,625

Note: Debt Assessments/Bond Payments Only Includes Transactions Processed Through Operating Account

O&M ONLY	
FUND BALANCE AS OF 9/30/21	\$142,302
FY 2021/2022 ACTIVITY	(\$139,986)
FUND BALANCE AS OF 9/30/22	\$2,317

AMENDED FINAL DETAILED CLUBHOUSE BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

EXPENDITURES	FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/30/22
Connect Water Fee	0	0	(330)
Management/personnel	530,000	450,000	425,902
Uniforms	0	1,600	1,536
Licenses/Permits	0	20,000	18,446
Insurance	0	0	0
Post / Print / Office Sup	0	18,000	16,412
IT / Telecom	0	16,000	15,149
HVAC Maint & Repair	0	1,000	0
Janitorial	0	4,000	3,540
Misc Repair & Maint	945,000	50,000	18,199
Pest Control	0	9,000	8,340
Fire/ Life/ Hood -Safe Sys	0	11,000	10,329
Fitness Equip	0	1,000	685
Vehicle Lease & Maint	0	500	0
Holiday Decorations	0	2,000	1,352
Cable / Music Services	0	2,500	2,056
Trash Removal	0	2,000	1,814
Gas	0	28,000	26,737
Electricity	0	32,000	29,236
Water & Sewer	0	27,000	25,547
Irrigation Water	0	1,000	742
Camera Surveillance	0	85,000	79,064
Electronic Access Control	0	1,000	0
Surveillance Repair & Main	0	1,000	0
Landscape Maint Contract	0	90,000	86,063
Landscape Other	0	2,500	1,753
Pool Chemicals	0	34,000	32,027
Pool Maintenance Agreement	0	1,000	0
Pool Repair & Misc Maint	0	37,000	35,338
Tennis & Pickle Court Main	0	10,000	8,842
Furniture Repair & Maint	0	500	0
Social Programs	0	45,000	43,573
Restaurant Expenses	0	0	0
Deficit Funding F&B Operat	0	0	0
Other / Capital Expenses	0	30,000	26,946
TOTAL EXPENDITURES	\$ 1,475,000	\$ 1,013,600	\$ 919,299

CLUBHOUSE ONLY
FUND BALANCE AS OF 9/30/21
FY 2021/2022 ACTIVITY
FUND BALANCE AS OF 9/30/22

\$0
\$217,480
\$217,480

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2018)
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2020/2021 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/30/22
REVENUES			
Interest Income	500	6,691	6,691
NAV Tax Collection 2018-1	2,098,851	1,676,294	1,676,294
NAV Tax Collection 2018-2 (Taxable & Tax-Exempt)	490,873	0	0
NAV Tax Collection 2018-3	811,861	631,413	631,413
Prepaid Bond Collection	0	521,050	521,050
Landowner Direct Bill Payments	0	1,209,970	1,209,970
Total Revenues	\$ 3,402,085	\$ 4,045,419	\$ 4,045,419
EXPENDITURES			
Principal Payments 2018-1	460,000	515,000	515,000
Principal Payments 2018-2 Taxable	0	1,655,000	1,655,000
Principal Payments 2018-2 Tax Exmpt	0	420,000	420,000
Principal Payments 2018-3	165,000	165,000	165,000
Interest Payments 2018-1	1,638,725	1,649,588	1,649,588
Interest Payments 2018-2 Taxable	412,775	339,503	339,503
Interest Payments 2018-2	78,098	64,350	64,350
Interest Payments 2018-3	642,706	647,450	647,450
Bond Redemption	4,781	0	0
Total Expenditures	\$ 3,402,085	\$ 5,455,890	\$ 5,455,890
Excess/ (Shortfall)	\$ -	\$ (1,410,471)	\$ (1,410,471)
FUND BALANCE AS OF 9/30/21		\$2,640,064	
FY 2021/2022 ACTIVITY		(\$1,410,471)	
FUND BALANCE AS OF 9/30/22		\$1,229,593	

Notes

2018-1 Reserve Fund Balance = \$431,154.58*. 2018-3 Reserve Fund Balance = \$203,819.49*.

2018-1 Revenue Account Balance = \$393,695.10*. 2018-3 Revenue Account = \$189,064.36*.

2018-1 Prepayment Account Balance = \$4326.72*. 2018-2 Prepayment Account = \$7,510.30*.

* Approximate Amounts

Series 2018-1 Bond Information

Original Par Amount =	\$31,500,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.50%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049	Par Amount As Of 9/30/21 =	\$30,005,000

Series 2018-2 Taxable Bond Information

Original Par Amount =	\$18,445,000	Annual Principal Payments Due =	N/A
Interest Rate =	7.90%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	Par Amount As Of 9/30/21 =	\$4,825,000

Series 2018-2 Bond Information

Original Par Amount =	\$4,700,000	Annual Principal Payments Due =	N/A
Interest Rate =	5.85%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	Par Amount As Of 9/30/21 =	\$1,235,000

Series 2018-3 Bond Information

Original Par Amount =	\$11,565,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.75%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049	Par Amount As Of 9/30/21 =	\$11,260,000

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2019)
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2020/2021 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/30/22
REVENUES			
Interest Income	0	2,272	2,272
NAV Tax Collection	1,078,335	1,090,120	1,090,120
Landowner Contribution	0	432,035	432,035
Prepaid Bond Collection	0	0	0
	0		
Total Revenues	\$ 1,078,335	\$ 1,524,427	\$ 1,524,427
EXPENDITURES			
Principal Payments (2019)	220,000	220,000	220,000
Interest Payments (2019)	861,560	864,080	864,080
Bond Redemptions	-3,225	0	0
Total Expenditures	\$ 1,078,335	\$ 1,084,080	\$ 1,084,080
Excess/ (Shortfall)	\$ -	\$ 440,347	\$ 440,347

FUND BALANCE AS OF 9/30/21	\$109,268
FY 2021/2022 ACTIVITY	\$440,347
FUND BALANCE AS OF 9/30/22	\$549,614

Notes

Reserve Fund Balance = \$108,262.37*. Revenue Fund Balance= \$439,871.83*. Prepayment Account Balance = \$1,454*.

* Approximate Amounts

Series 2019 Bond Information

Original Par Amount =	\$15,700,000	Annual Principal Payments Due =
Interest Rate =	5.60%	May 1st
Issue Date =	April 2020	
Maturity Date =	May 2050	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/2021 =	\$15,430,000	

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2019B)
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2020/2021 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/30/22
REVENUES			
Interest Income	0	2,504	2,504
Landowner Contribution	377,000	302,644	302,644
Prepaid Bonds		1,221,387	1,221,387
Total Revenues	\$ 377,000	\$ 1,526,535	\$ 1,526,535
EXPENDITURES			
Principal Payments (2019B-1 - Taxable)	0	115,000	115,000
Principal Payments (2019B-2 - Tax Exempt)	0	230,000	230,000
Interest Payments (2019B-1 - Taxable)	377,000	152,625	152,625
Interest Payments (2019B-2 - Tax Exempt)	0	227,784	227,784
Bond Redemptions	0		
Total Expenditures	\$ 377,000	\$ 725,409	\$ 725,409
Excess/ (Shortfall)	\$ -	\$ 801,125	\$ 801,125

FUND BALANCE AS OF 9/30/21	\$354,487
FY 2021/2022 ACTIVITY	\$801,125
FUND BALANCE AS OF 9/30/22	\$1,155,612

Notes

2019B Taxable Reserve Fund Balance = \$96,235.44*. 2019B Tax Exempt Reserve Fund = \$181,674.51*.

2019B Taxable Prepayment Account Balance = \$336,154.27*. 2019B Tax Exempt Prepayment Account Balance = \$425,224.25

* Approximate Amounts

Series 2019B-1 (Taxable) Bond Information

Original Par Amount =	\$2,200,000	Principal Payment Due On
Interest Rate =	6.88%	May 1, 2029
Issue Date =	December 2019	
Maturity Date =	May 2029	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/2021 =	\$2,200,000	

Series 2019B-2 (Tax Exempt) Bond Information

Original Par Amount =	\$4,300,000	Principal Payment Due On
Interest Rate =	5.25%	May 1, 2029
Issue Date =	December 2019	
Maturity Date =	May 2029	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/2021 =	\$4,300,000	

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2020 - IMPACT FEES)
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2020/2021 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/30/22
REVENUES			
Interest Income	0	2,971	2,971
Impact Fees	1,073,500	3,881,729	3,881,729
Transfer From Cost Of Issuance Account	0	0	0
Total Revenues	\$ 1,073,500	\$ 3,884,700	\$ 3,884,700
EXPENDITURES			
Principal Payments (2020)	0	590,000	590,000
Interest Payments (2020)	1,073,500	1,654,582	1,654,582
Total Expenditures	\$ 1,073,500	\$ 2,244,582	\$ 2,244,582
Excess/ (Shortfall)	\$ -	\$ 1,640,118	\$ 1,640,118

FUND BALANCE AS OF 9/30/21	\$689,459
FY 2021/2022 ACTIVITY	\$1,640,118
FUND BALANCE AS OF 9/30/22	\$2,329,577

Notes

Revenue Fund Balance = \$2,296,301.01*. Interest Fund Balance = \$18.37*. Redemption Fund Balance = \$17.89*.

* Approximate Amount

Series 2020 (Impact Fee Credit) Bond Information

Original Par Amount =	\$22,600,000	Principal Payment Due =
Interest Rate =	4.75%	November 1, 2050
Issue Date =	July 2020	
Maturity Date =	November 2050	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/2021 =	\$22,600,000	

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2020 SAN)
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2020/2021 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/30/22
REVENUES			
Interest Income	0	5	5
Debt Proceeds (2020 SAN)	16,089,150	0	0
Debt Proceeds (2021A-1)	0	6,571,647	6,571,647
Debt Proceeds (2021A-2)	0	9,459,753	9,459,753
Transfer From Cost Of Issuance Account (2020 SAN)	0	0	0
Total Revenues	\$ 16,089,150	\$ 16,031,405	\$ 16,031,405
EXPENDITURES			
Principal Payments (2020 SAN)	15,400,000	15,400,000	15,400,000
Interest Payments (2020 SAN)	689,150	631,400	631,400
Transfer To 2021 Debt Service	0	5	5
Total Expenditures	\$ 16,089,150	\$ 16,031,405	\$ 16,031,405
Excess/ (Shortfall)	\$ -	\$ -	\$ -

FUND BALANCE AS OF 9/30/21	\$0
FY 2021/2022 ACTIVITY	\$0
FUND BALANCE AS OF 9/30/22	\$0

Notes

Paid Off with 2021 Bonds

Series 2020 SAN Information

Original Par Amount =	\$15,400,000	Annual Principal Payments Due =	Due in Full November 1, 2021
Interest Rate =	4.50%	Annual Interest Payments Due =	Due in Full November 1, 2021
Issue Date =	October 2020		
Maturity Date =	November 2021		
		May 1st & November 1st	
Par Amount As Of 9/30/2021 =	\$15,400,000		

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2021A)
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2020/2021 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/30/22
REVENUES			
Interest Income	0	10,621	10,621
NAV Tax Collection	0	0	0
Debt Proceeds (2021A-1)	0	0	0
Debt Proceeds (2021A-2)	0	0	0
Total Revenues	\$ -	\$ 10,621	\$ 10,621
EXPENDITURES			
Principal Payments (2021A-1)	0	0	0
Principal Payments (2021A-2)	0	0	0
Interest Payments (2021A-1)	0	505,446	505,446
Interest Payments (2021A-2)	0	1,180,651	1,180,651
Total Expenditures	\$ -	\$ 1,686,097	\$ 1,686,097
Excess/ (Shortfall)	\$ -	\$ (1,675,476)	\$ (1,675,476)
FUND BALANCE AS OF 9/30/21		\$4,098,800	
FY 2021/2022 ACTIVITY		(\$1,675,476)	
FUND BALANCE AS OF 9/30/22		\$2,423,324	

Notes

2021A-1 Reserve Fund Balance = \$720,531.95*. 2021A-2 Reserve Fund Balance = \$257,901.29*.
2021A-1 Interest Account Balance = \$433,258.62*. 2021A-2 Interest Account Balance = \$1,011,871.00*.

* Approximate Amounts

Series 2021A-1 Information

Original Par Amount =	\$27,305,000	Annual Principal Payments Due =
Interest Rate =	2.25% - 3.4%	May 1st
Issue Date =	September 2021	
Maturity Date =	May 2052	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/2021 =	\$27,305,000	

Series 2021A-2 Information

Original Par Amount =	\$39,305,000	Annual Principal Payments Due =
Interest Rate =	5.13%	May 1st
Issue Date =	September 2021	
Maturity Date =	May 2052	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/2021 =	\$39,305,000	

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2021B)
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2020/2021 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/30/22
REVENUES			
Interest Income	0	635	635
NAV Tax Collection	0	0	0
Landowner Direct Payment	0	854,542	854,542
Total Revenues	\$ -	\$ 855,177	\$ 855,177
EXPENDITURES			
Principal Payments (2021B)	0	0	0
Interest Payments (2021B)	0	854,550	854,550
Total Expenditures	\$ -	\$ 854,550	\$ 854,550
Excess/ (Shortfall)	\$ -	\$ 627	\$ 627
FUND BALANCE AS OF 9/30/21		\$145,800	
FY 2021/2022 ACTIVITY		\$627	
FUND BALANCE AS OF 9/30/22		\$146,427	

Notes

Reserve Fund Balance = \$146,414.51*. Interest Fund Balance = \$204.29*.

* Approximate Amounts

Series 2021B Bond Information

Original Par Amount =	\$29,160,000	Principal Payment Due On
Interest Rate =	5.00%	May 1, 2041
Issue Date =	September 2021	
Maturity Date =	May 2041	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/2021 =	\$29,160,000	



***Monthly Managers Report
November 14, 2022***

Date of Report: 11/7/2022

Submitted by: Richard Salvatore

○ ***Completed Tasks***

- The approved annual flower rotation has been completed.
- The approved splashpad landscaping upgrade has been completed.
- The approved tree trimming has begun, all pool deck palms have been trimmed.

○ ***Ongoing Tasks***

- 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.
- The tree wrapping with holiday lighting has begun and is ongoing.
- Trimming of all palms >12ft around the clubhouse grounds.

○ ***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***

- 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.
- Gutter installation on the immediate east and west recessed roofs of the clubhouse's main entrance.
 - When it rains, most of the roof water runs off of this particular pitch and floods the area, erodes away all the mulch, and creates a damp environment where algae is beginning to grow on the coquina blocks of the buildings.

Items pending approval

- Engagement with a Tennis professional to provide services
- "Square" POS system





Lifestyle Directors Report

Date of Report: November 7, 2022

Submitted by: Gina Todd Sanchez

Upcoming Events:

- **Screen on the Green – November 18, 2022**
An evening filled with family, fun, and film as we invite our residents to join us on the event lawn for a movie showing under the stars.
- **Cookies and Cocoa Event – December 10, 2022**
An afternoon filled with lots of holiday cheer as residents and their families can enjoy cookies, cocoa, and lots of conversation. Entertainment for the kids will include holiday crafts, cookie decorating, and a special guest appearance.



Field Operations Manager Report

Date Submitted: 11/7/2022

Submitted by: Jorge Rodriguez

Completed Tasks

- The walkways and walls in the front of the club house have been pressure cleaned.
- The new filters for the beach pool feature fountains have been installed. All the fixtures are working properly now.
- The emergency light for the mechanical room has been installed and approved, per the fire inspector's request.
- All blinds for the windows in the gym, the kids club, and exercise studio have been installed.
- The rust stains from the copper gutters of the pool pavilions have been cleaned.

Weekly Projects

- All outside and inside lights fixtures have been inspected weekly.
- 6 Clay Tennis Courts have been raked and rolled every week.
- All 8 hard floor Tennis Courts and pickleball courts have been blown daily to clean debris.
- The entire Club House and playgrounds have been blown daily.
- The spider webs around the Club House and the Playgrounds have been cleaned weekly.
- All pools, splash pad, spa, and fountains are maintained daily.
- All the equipment on both playgrounds have been tightened and adjusted.
- All fans and pavilions are cleaned weekly.
- All the outside recessed lighting covers have been removed and cleaned, removing all bugs and webs.

Current and Ongoing Projects

- Installation of the "No trespassing" around all the lakes is ongoing.
- The clay spreader and har-tru clay have arrived, first application of new clay will begin next week and become a monthly maintenance item.
- New shelving systems for the janitorial closets that we will be installed to help maximize storage capacity throughout the clubhouse.

SOUTH FLORIDA SELECT HOMES, CORP

85 Queens Road

North Hutchinson Island, FL 34949

(561) 239-5651 FAX (772)429-4504

INVOICE

Date: 11-7-2022

Invoice

Avenir Community Development District

2501 Burns Road

Palm Beach Gardens, Fl.

CLUBHOUSE

Add additional sidewalk to rear entry of gym \$8,042.50

Add electrical lighting along sidewalk to gym \$5,609.00

Total

Coastal

ELECTRICAL SERVICE

INC

2155 SW Gull Harbor Lane

Palm City FL 349900

(772) 286-5771 - Office (772) 286-5766 - Fax

Proposal/Contract

November 4 2022

TO: South Florida Select Homes

85 Queens Rd

Ft Pierce FL 34949

Attn: Keith

RE: Side walk at club house tot lot

Proposal price will include labor and material to be furnished by Coastal Electrical Service Inc as per contract drawings by dated 8/23/22 By Randall Stofft

INCLUDED IN PROPOSAL

- 1) Install dedicated conduit and wiring to new flood light fixtures
- 2) Install dedicated timer inside of equipment yard.
- 3) Install 4 four flood light fixtures as per spec to match existing.

Total proposal price \$5609.00

NOT INCLUDED IN PROPOSAL

- 1) Permit fees
- 2) Concrete removal or replacement

This job has been according to Nation Electrical Code .Any and all changes due to local jurisdiction, Architect, General Contractor Owner or Inspector will be deemed an extra agreed upon and signed for in advance.

Coastal Electrical Service Inc shall not be liable financially responsible for any interruptions of any kind weather associated with this construction projection project or not

All work shall be performed during our normal business hours of 800 am and 430 pm Monday Thru Friday excluding holidays

Payments shall be made 15 day from invoice date

This proposal is good for 45 days After such time due to fluctuating prices revisions to our bid may be required

The complete contract price is \$5609.00 (five thousand six hundred nine dollars)

Purchaser agrees that the labor material and services to be provided are subject to the terms and conditions of this contract proposal. The undersign purchaser does hereby represent that he or she has the express authority to execute this contract or proposal for and behalf of the owner of the herein described property

Date
South Florida Select Homes

Date
Coastal Electrical service

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:	Keith OBrein
Address:	550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Phone:	
Project Name:	Avenir Clubhouse Added Sidewalk	Fax:	
Project Location:	Avenir Clubhouse, Palm Beach Gardens, FL	Bid Number:	Change Order
		Bid Date:	09/21/22

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Mobilization	1.00	LS	\$1,200.00	\$1,200.00
	110	Grade For New Walk	1.00	LS	\$2,200.00	\$2,200.00
	120	Stabilized Subgrade	250.00	SF	\$3.75	\$937.50
	130	4" Sidewalk	250.00	SF	\$7.50	\$1,875.00
	140	Concrete Pump	1.00	LS	\$750.00	\$750.00
	150	Remove And Replace 2 Flags of Broken Sidewalk	1.00	LS	\$1,080.00	\$1,080.00

Total Bid Price: \$8,042.50

Notes:

- This proposal is based on plans and specifications prepared by Randall Stofft entitled Avenir Clubhouse dated 08.23.22.
- Prices quoted are based on completing all items in a continuous operation. Should a portion be deleted or suspended, prices quoted are subject to revision. A reasonable re-mobilization charge will be made for each additional move-in required by Customer.
- Should customer require any additional work, not specifically covered by this proposal, such additional work shall be performed at the direction of customer's representation on an equipment rental, time and material basis, in accordance with H & J Contracting's published equipment rates.
- Unless otherwise indicated, in writing, this quotation expires thirty days from the date of quote. At the sole option of H & J Contracting, this quotation may be extended for additional period of time.
- The prices quoted herein include (1) mobilization(s). Additional mobilizations will be billed at \$1,500.00 ea.
- All price increases incurred by Contractor for fuel, materials and commodities of all types after the date of this contract agreement are to be paid to Contractor by Owner. Material quotes are not guaranteed. If Contractor incurs surcharges by vendors for materials delivered for the project, these additional costs shall be the responsibility of the Owner. Further, Contractor shall not be held responsible for schedule delays caused by material availability issues.
- Contractor not responsible for existing utilities not shown on plans.
- Damage to sidewalks when it is necessary to cross them with our equipment to complete the job.
- Contractor not responsible for damage to landscaping, irrigation, or the condition of trees, after the saw cutting and patching process when repairing root damage. Due care will be given.
- Any drainage problems of existing lot requiring a change in elevations requires engineered drawings.
- The prices included herein do not include cost of payment and performance bonds, permits, engineering, or testing.

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: _____
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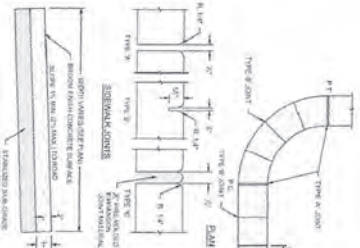
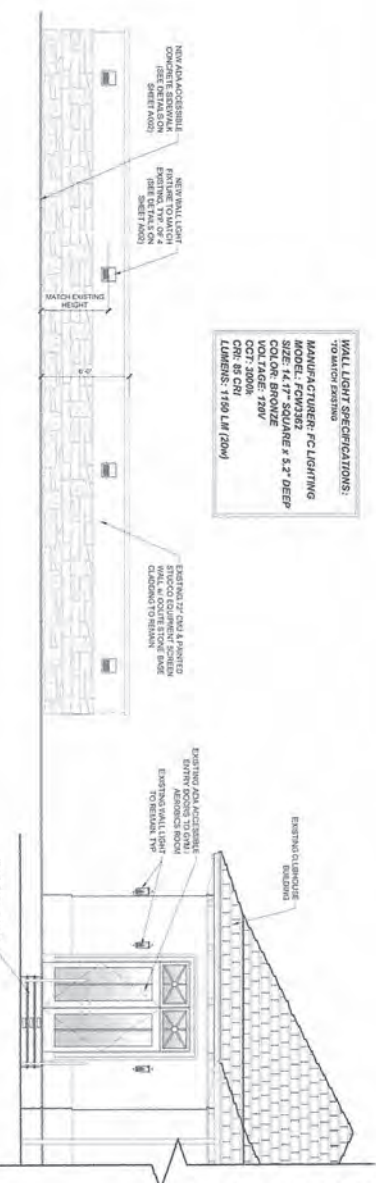
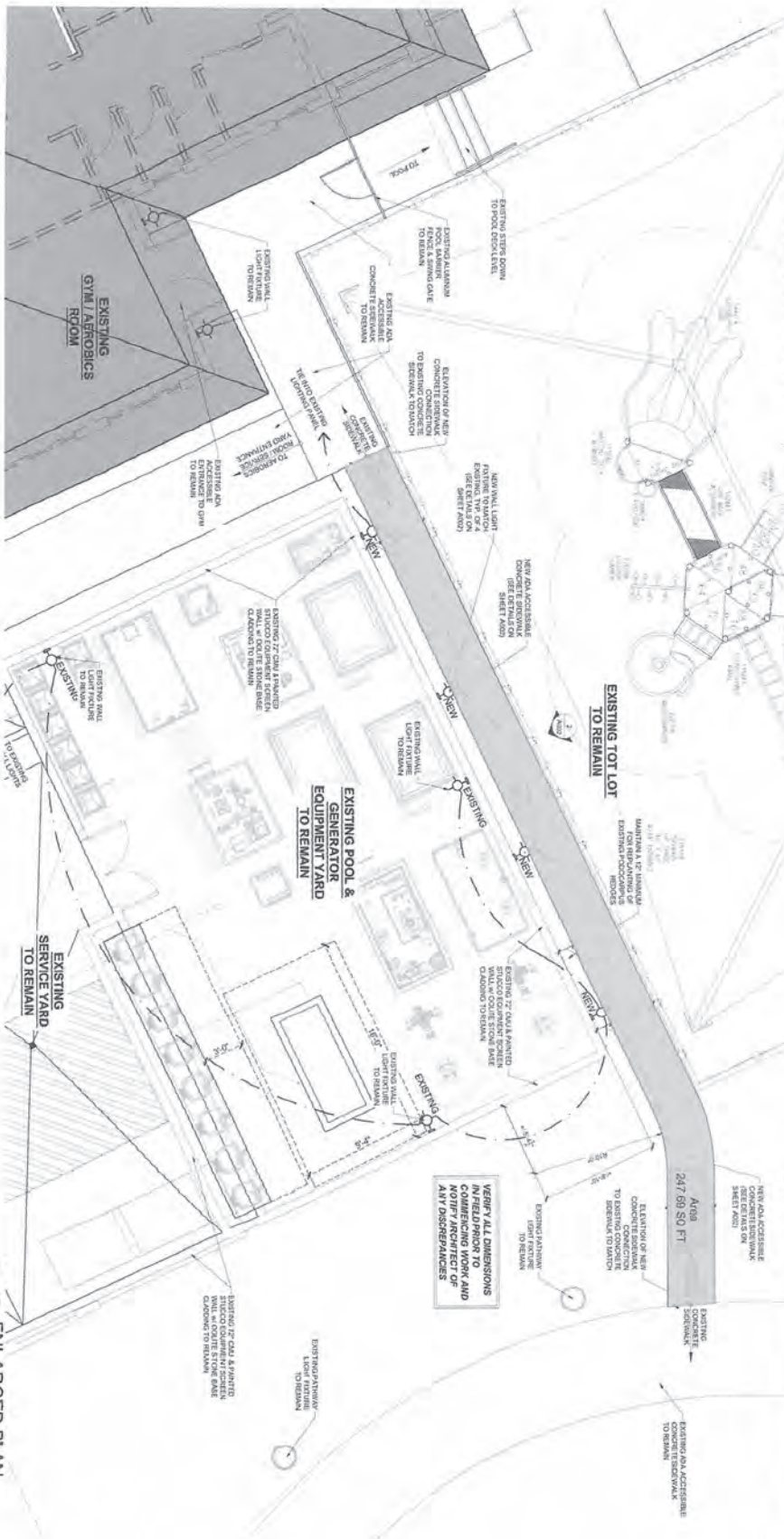


TABLE OF SCHEDULE FINISHES

TYPE	FINISH	LOCATION
1	CONCRETE	WALKWAYS, DRIVEWAYS, POOL DECK
2	PAVEMENT	PARKING LOT
3	GRASS	LANDSCAPE AREAS
4	WOOD	DECKING
5	BRICK	WALKWAYS
6	STONE	WALKWAYS
7	SLATE	WALKWAYS
8	GLASS	WALKWAYS
9	METAL	WALKWAYS
10	PLASTER	WALKWAYS
11	STUCCO	WALKWAYS
12	CEMENT	WALKWAYS
13	CONCRETE	WALKWAYS
14	PAVEMENT	PARKING LOT
15	GRASS	LANDSCAPE AREAS
16	WOOD	DECKING
17	BRICK	WALKWAYS
18	STONE	WALKWAYS
19	SLATE	WALKWAYS
20	GLASS	WALKWAYS
21	METAL	WALKWAYS
22	PLASTER	WALKWAYS
23	STUCCO	WALKWAYS
24	CEMENT	WALKWAYS
25	CONCRETE	WALKWAYS

SIDEWALK DETAILS PER FOOT STANDARD PLANS MODELS 521-001 & 521-002, LATEST EDITION

SCHEMATIC SIDEWALK DETAILS



WALL LIGHT SPECIFICATIONS:
 TO MATCH EXISTING
 MANUFACTURER: FC LIGHTING
 MODEL: FCW322
 SIZE: 14" WIDE SQUARE X 5 1/2" DEEP
 VOLTAGE: 120V
 CCT: 3000K
 CRI: 90 CRI
 LUMENS: 1150 LM (ROW)

EXISTING SCREEN WALL ELEVATION

PERMIT SET 08.23.22



4101 Vinkemulder Road | Coconut Creek, FL 33073 | 954.973.3333 | WWW.CPMLAWN.COM

CONTRACT ADDENDUM

This **ADDENDUM** between **Avenir Community Development District – Parcel A Recreation Area / Clubhouse**, hereinafter referred to as “The Client” and **Complete Property Maintenance, INC.** incorporated under the state of Florida, hereinafter referred to as “The Company”, hereby extends the existing Lawn Maintenance Contract.

COMMENCEMENT DATE

The addendum shall commence **November 1st, 2022** and continue through **October 31, 2024**.

COST OF SERVICES

The cost of services listed above in this contract will be **\$71,895.60** per year. The monthly payments will be billed based on maintenance seasonality and follow the below billing cycle:

Month	%	Monthly
Jan	90%	\$ 5,392.17
Feb	90%	\$ 5,392.17
Mar	90%	\$ 5,392.17
Apr	100%	\$ 5,991.30
May	100%	\$ 5,991.30
Jun	110%	\$ 6,590.43
Jul	110%	\$ 6,590.43
Aug	110%	\$ 6,590.43
Sep	110%	\$ 6,590.43
Oct	100%	\$ 5,991.30
Nov	100%	\$ 5,991.30
Dec	90%	\$ 5,392.17

The monthly fee will be increased **5%** annually. The monthly payment is due by the 10 (tenth) day of each month. A 1.5% service charge will be applied per month on past due accounts. At the conclusion of the above term, this contract shall automatically renew each year for an additional year unless otherwise agreed to by the parties.

OTHER TERMS

All other terms and conditions of the original contract shall remain in effect.

In witness whereof, Client and Company have caused these presents to be executed in their respective names by their undersigned offices, authorized to execute instruments for and in their behalf, and above caused their respective corporate seals to be hereunto affixed at Coconut Creek, Florida, the day and year first above written.

In consideration of the aforesaid, the Company and the Client hereto agree on this ___ day of _____ **2022.**

COMPLETE PROPERTY MAINTENANCE, INC

WITNESS

CLIENT

WITNESS