



**AVENIR  
COMMUNITY DEVELOPMENT  
DISTRICT**

**CITY OF PALM BEACH GARDENS  
REGULAR BOARD MEETING  
DECEMBER 15, 2022  
12:30 P.M.**

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

[www.avenircdd.org](http://www.avenircdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile



**AGENDA**  
**AVENIR COMMUNITY DEVELOPMENT DISTRICT**  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Call-in #: 877-402-9753; 4411919  
**REGULAR BOARD MEETING**  
December 15, 2022  
12:30 p.m.

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## 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

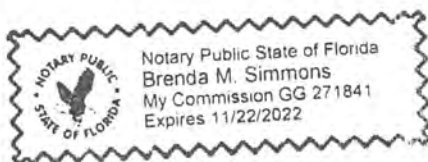
Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

*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  
REGULAR BOARD MEETING  
NOVEMBER 14, 2022**

**A. CALL TO ORDER**

The November 14, 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 Eduardo Stern and it was in order to proceed with the meeting.

Also in attendance were: Jason Pierman of Special District Services, Inc.; District Counsel Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; District Engineer Carlos Ballbe of Ballbe & Associates (via phone); and Clubhouse Reps Rick Salvatore, Gina Sanchez and Sherry Ward.

Also present was Michael McElligott of Special District Services, Inc.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

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

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

**F. APPROVAL OF MINUTES**

**1. October 27, 2022, Public Hearing & Regular Board Meeting**

The minutes of the October 27, 2022, Public Hearing & Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously approving the minutes of the October 27, 2022, Public Hearing & Regular Board Meeting, as presented.

**G. OLD BUSINESS**

**1. Update Regarding Buffer Wall Easement Encroachments**

Mr. Pierman noted that he had contacted Mr. Tight to ask if the HOAs would be amenable to assuming maintenance of the interior walls and was awaiting a response.

## **H. NEW BUSINESS**

### **1. Consider Centerline Spine Road Phase 4 – Change Order No. 4**

### **2. Consider Ranger Northlake Boulevard Phase 1 – Change Order No. 2**

### **3. Consider Ranger Northlake Boulevard Phase 1 – Change Order No. 3**

### **4. Consider JW Cheatham Northlake Boulevard Phase 2 – Change Order No. 1**

Mr. Pierman suggested that Mr. Ballbe present all of the change orders and that the Board consider them with one motion.

Mr. Ballbe presented Centerline Spine Road Phase 4 - Change Order No. 4 for drainage system revisions in the amount of \$11,116.25; Ranger Northlake Blvd Phase 1 - Change Order No. 2 for a mast arm assembly material cost increase in the amount of \$38,571.06; Ranger Northlake Blvd Phase 1 - Change Order No. 3 for storm drainage material cost increase in the amount of \$11,282.32; and JW Cheatham Northlake Blvd Phase 2 - Change Order No. 1 for modifications to drainage structures in the amount of \$62,667.84.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving all four change orders.

### **5. Consider Expanded Landscape Maintenance Proposal**

### **6. Consider Proposed Landscape Maintenance Increase**

Mr. Pierman presented the expanded landscape maintenance proposal from CPM, explaining that the landscaping for Phase 3 had come online and it was necessary to amend the CPM agreement to include the added area. He also presented a proposed landscape maintenance cost increase of 5% that CPM had requested due to increases in their costs, and suggested that the Board consider the items together, as one motion, directing staff to draft an amendment to the current agreement.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed accepting CPM's expanded landscape maintenance proposal, as well as the proposed 5% increase for landscape maintenance services, directing staff to draft an amendment to the current agreement, and authorizing the Chair to execute the agreement.

### **7. Consider SUA Developer's Agreements – Town Center Bypass Road**

Mr. Ballbe explained that these agreements were for the District's Town Center Roads in which water and sewer utilities are located. He further noted that there were no fees associated with the agreements, and that these agreements would be subject to the same changes that were made for the Phase 5 and 6 agreements.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the agreements, subject to the staff review, with the same changes that were made to the Phase 5 and 6 agreements.

## **8. Consider Pod 15 – Land Conveyance Swap: Avenir CDD & Avenir Development**

Mr. Ballbe explained that the District had acquired land from the developer to build lakes in Assessment Area #2. Due to the City's request that we reshape the lakes, portions of the land need to be conveyed between the developer and District to true-up what was done. The developer is going to make up the balance of the land swap in Assessment Area #2 so the District receives an equal or greater amount of land in Assessment Area #2. Mr. Pawelczyk suggested that the Board approve the land swap in concept, authorize the preparation of documents, consult with bond counsel and verify that the swapped land has the same benefit.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed authorizing the execution of the swap agreement, after consulting bond counsel and the methodology consultant.

## **9. Consider Resolution No. 2022-13 – Adopting a Fiscal Year 2021/2022 Amended Budget**

Mr. Pierman presented Resolution No. 2022-13, entitled:

### **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.**

Mr. McElligott explained that the amended budget purposefully overestimates line items to ensure that expenses are covered for the audit. He noted that the shortfall would be made through developer funding. Ms. Cepero questioned the clubhouse line items, noting that some of them seemed less than they should be. Following discussion, Mr. Pierman suggested that Ms. Cepero and staff meet to review each line item to ensure accuracy.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed to adopt Resolution No. 2022-13, subject to the Chair's review.

### **I. CLUBHOUSE**

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

Mr. Salvatore presented the Clubhouse Report, noting that work that was approved at the last meeting had been completed.

#### **2. Consider South Florida Select Homes' Agreement – Sidewalk Installation**

Mr. Pierman presented South Florida Select Homes' proposal to install a sidewalk and lighting leading to the fitness center.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the proposal and authorizing staff to draft an agreement for the project, and further authorizing the Chair to execute the agreement.

### **3. Consider Proposed Landscape Maintenance Increase**

Mr. Pierman noted that the Board had already discussed this item, but because it was a separate portion of the agreement, it was in order to have a separate motion.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed accepting CPM's proposed 5% increase for landscape maintenance services, directing staff to draft an amendment to the current agreement, and authorizing the Chair to execute the agreement.

### **4. Consider Authorization to Engage Square POS System**

Mr. Pierman noted that there did not appear to be any reason not to move forward with the Square POS system, with Mr. Salvatore explaining that the Social Security number needed was purely for verification, and does not tie the account to the individual.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed to move forward with engaging the Square POS system, subject to legal and staff review.

## **J. ADMINISTRATIVE MATTERS**

Mr. Pierman noted that the next meeting would be held on December 15, 2022, at which time the Board would consider resolutions setting the bond public hearing for January 26, 2023.

## **K. BOARD MEMBER COMMENTS**

There were no further Board Member comments.

## **L. 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 1:16 p.m.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

**CONSIDER APPROVAL OF  
MASTER SPECIAL ASSESSMENT  
METHODOLOGY REPORT  
(AA3) – 2023 PROJECT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

## **RESOLUTION NO. 2022-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) HEREBY AUTHORIZING THE ISSUANCE IN ONE OR MORE SERIES OF ITS NOT EXCEEDING \$85,000,000 AVENIR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (ASSESSMENT AREA THREE – MASTER INFRASTRUCTURE PROJECT) (THE “2023 BONDS”), TO FINANCE CERTAIN MASTER PUBLIC INFRASTRUCTURE WITHIN ASSESSMENT AREA THREE OF THE DISTRICT; DETERMINING THE NEED FOR A NEGOTIATED LIMITED OFFERING OF THE 2023 BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH 2023 BONDS; APPOINTING THE UNDERWRITER FOR THE LIMITED OFFERING OF THE 2023 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE 2023 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A NINTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE 2023 BONDS; APPROVING THE APPLICATION OF THE MASTER TRUST INDENTURE DATED AS OF MAY 1, 2018 BY AND BETWEEN THE DISTRICT AND REGIONS BANK, AS TRUSTEE WITH RESPECT TO THE 2023 BONDS; APPROVING THE FORM OF A PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF 2023 BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORTS AND ENGINEER’S REPORT; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE 2023 BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the Avenir Community Development District (the “District”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 17, 2016, duly enacted by the City Council of the City of Palm Beach, Florida, on January 5, 2017; and

**WHEREAS**, the District was created for the purpose of delivering certain community development services and facilities within and outside its boundaries; and

**WHEREAS**, the Board of Supervisors of the District (herein, the “Board”) has previously adopted Resolution No. 2017-18 on March 30, 2017 (the “Initial Bond Resolution”), pursuant to which the District authorized the issuance of not to exceed \$360,000,000 of its Special Assessment Bonds to be issued in one or more series to finance all or a portion of the District’s capital improvement program; and

**WHEREAS**, any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Initial Bond Resolution; and

**WHEREAS**, pursuant to the Initial Bond Resolution, the Board approved the form of Master Trust Indenture to be entered into by the District and Regions Bank, as trustee (the “Trustee”), and the form of a Supplemental Trust Indenture (herein, the “Supplemental Trust Indenture”) also to be entered into by the District and the Trustee; and

**WHEREAS**, the Master Trust Indenture has been executed as of May 1, 2018 by the District and delivered in connection with other Series of Bonds issued by the District (the “Master Indenture”); and

**WHEREAS**, based on the current development plans of Avenir Development, LLC (the “Developer”) of certain lands within the District designated as “Assessment Area Three” with respect to the herein defined 2023 Project, the Board finds it necessary to finance a portion of the master public infrastructure necessary for the development of Assessment Area Three; and

**WHEREAS**, the Board hereby determines to issue in one or more Series its Avenir Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Three – Master Infrastructure Project) (the “2023 Bonds”) in the aggregate principal amount of not exceeding \$85,000,000 to finance a portion of the master public infrastructure within Assessment Area Three of the District, specifically, the “2023 Project,” as described in the District’s *Fourth Amendment to the Fifth Supplemental Engineer’s Report* dated October 17, 2022, as may be supplemented (“Engineer’s Report”); and

**WHEREAS**, the 2023 Project is hereby determined to be necessary to coincide with the Developer’s plan of development within Assessment Area Three; and

**WHEREAS**, in light of certain required changes in the structure and the necessity of replacing the form Supplemental Trust Indenture previously approved by the Board, pursuant to the Initial Bond Resolution, the Board hereby finds it necessary to approve the form of and authorize the execution and delivery of a Ninth Supplemental Trust Indenture (the “Ninth Supplemental” and, together with the Master Indenture, the “2023 Indenture”) which will govern the issuance and terms of the 2023 Bonds; and

**WHEREAS**, FMSbonds, Inc., as underwriter (the “Underwriter”), has agreed pursuant to the Bond Purchase Agreement to underwrite the 2023 Bonds on a limited offering basis; and

**WHEREAS**, there has been submitted to this meeting with respect to the issuance and sale of the 2023 Bonds and submitted to the Board forms of:



(i) a Bond Purchase Agreement with respect to the 2023 Bonds by and between the Underwriter and the District, together with the form of a disclosure statements attached to the Bond Purchase Agreement pursuant to Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit A (the “Bond Purchase Agreement”);

(ii) a draft of a Limited Offering Memorandum substantially in the form attached hereto as Exhibit B (the “Limited Offering Memorandum”);

(iii) a Continuing Disclosure Agreement among the District, the dissemination agent named therein and the obligated parties named therein, substantially in the form attached hereto as Exhibit C (the “Continuing Disclosure Agreement”); and

(iv) the Ninth Supplemental between the District and the Trustee, substantially in the form attached hereto as Exhibit D.

**WHEREAS**, in connection with the sale of the Bonds, it may be necessary that certain modifications be made to the *Master Special Assessment Methodology Reports* dated December \_\_, 2022, and the *Preliminary First Supplemental Assessment Methodology Report* dated December \_\_, 2022 (collectively, the “Assessment Methodology Reports”) and the Engineer’s Report and to conform such reports to the final terms of the 2023 Bonds; and

**WHEREAS**, the proceeds of the 2023 Bonds shall be applied in accordance with the provisions of the 2023 Indenture.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the Avenir Community Development District, as follows:

**Section 1. Negotiated Limited Offering of 2023 Bonds.** The District hereby finds that because of the complex nature of assessment bond financings, to better time the sale of the 2023 Bonds and secure better rates pursuant to the parameters set forth in Section 3 hereof and the applicable provisions of the Bond Purchase Agreement and the obligation of the Underwriter to underwrite the 2023 Bonds pursuant to the parameters set forth in Section 3 hereof, it is necessary and in the best interest of the District that the 2023 Bonds in the aggregate principal amount of not exceeding \$85,000,000 shall be sold in one or more Series on a negotiated limited offering basis, as described in the Bond Purchase Agreement. The District hereby further finds that it will not be adversely affected if the 2023 Bonds are not sold pursuant to competitive sales.

**Section 2. Purpose; Assessment Area Designation.** The District has authorized its capital improvement plan for the parcels comprising Assessment Area Three with respect to the 2023 Project, as set forth in the Engineer’s Report, and hereby authorizes the financing of all or a portion of such master public infrastructure by issuing the 2023 Bonds. The 2023 Project is described in the Engineer’s Report.

**Section 3. Sale of the 2023 Bonds.** The Underwriter shall underwrite, on a limited offering basis, the 2023 Bonds pursuant to the terms to be set forth in the final executed Bond Purchase Agreement which is hereby approved and adopted by the District in the form presented. The Bond Purchase Agreement in final form, as determined by counsel to the District and the

Chairperson, may be executed by the District without further action provided that (i) the principal amount of the 2023 Bonds shall not exceed \$85,000,000; (ii) the compensation of the Underwriter shall be as set forth in the final Bond Purchase Agreement; (iii) the final maturity of the 2023 Bonds shall not exceed the statutory permitted terms; and (iv) the interest rate on the 2023 Bonds shall not exceed the maximum rate permitted under applicable Florida law. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby authorized to execute and deliver on behalf of the District, and the Secretary of the District is hereby authorized (if so required) to affix the Seal of the District and attest to the execution of the Bond Purchase Agreement in substantially the form presented at this meeting as Exhibit A. The disclosure statements of the Underwriter, as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the execution of the Bond Purchase Agreement, a copy of which is attached as an exhibit to the Bond Purchase Agreement, will be entered into the official records of the District.

**Section 4. The Limited Offering Memorandum.** The District hereby authorizes and consents to the use by the Underwriter of the Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B, in connection with the limited offering of the 2023 Bonds. The final form of the Preliminary Limited Offering Memorandum shall be determined by the Underwriter and the professional staff of the District. The Preliminary Limited Offering Memorandum with such changes as are necessary to conform to the details of the 2023 Bonds and the requirements of the Bond Purchase Agreement, is hereby approved. The District hereby authorizes the execution of the Limited Offering Memorandum and the District hereby authorizes the Limited Offering Memorandum, when in final form, to be used in connection with the limited offering and sale of the 2023 Bonds. The Limited Offering Memorandum may be modified in a manner not inconsistent with the substance thereof and the terms of the 2023 Bonds as shall be deemed advisable by Bond Counsel and counsel to the District, with final approval by the Chairperson. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby further authorized to execute and deliver on behalf of the District, the Limited Offering Memorandum and any amendment or supplement thereto, with such changes, modifications and deletions as the member of the Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the District, with final approval by the Chairperson, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the District. The District hereby authorizes the Chairperson (or, in the absence of the Chairperson, any other member of the Board) to deem “final” the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

**Section 5. Details of the 2023 Bonds.** The proceeds of the 2023 Bonds shall be applied in accordance with the provisions of the 2023 Indenture. The 2023 Bonds shall mature in the years and in the amounts, bear interest at such rates and be subject to redemption, all as provided in the 2023 Indenture. The execution of the 2023 Indenture shall constitute approval of such terms as set forth in the 2023 Indenture and this Resolution. The maximum aggregate principal amount of the 2023 Bonds authorized to be issued pursuant to this Resolution and the 2023 Indenture shall not exceed \$85,000,000.

**Section 6. Continuing Disclosure; Dissemination Agent.** The Board does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairperson (or, in the absence of the Chairperson, any other member of the Board) substantially in the form presented to this meeting and attached hereto as Exhibit C. The Continuing Disclosure Agreement is being executed by the District and the other parties thereto in order to assist the Underwriter in the marketing of the 2023 Bonds and compliance with Rule 15c2-12 of the Securities and Exchange Commission. Special District Services, Inc. is hereby appointed the initial dissemination agent.

**Section 7. Authorization of Execution and Delivery of the Ninth Supplemental; Application of Master Indenture.** The District does hereby authorize and approve the execution by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Board) and the Secretary and the delivery of the Ninth Supplemental Indenture by and between the District and the Trustee. The Master Indenture will be applicable to the 2023 Bonds. The 2023 Indenture shall provide for the security of the 2023 Bonds and express the contract between the District and the owners of the 2023 Bonds with respect to the 2023 Indenture. The Ninth Supplemental shall be substantially in the form attached hereto as Exhibit D and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the 2023 Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Ninth Supplemental attached hereto as Exhibit D. Regions Bank, appointed as trustee (the "Trustee") pursuant to the Initial Bond Resolution, shall continue to serve as trustee under the 2023 Indenture.

**Section 8. Authorization and Ratification of Prior Acts.** All actions previously taken by or on behalf of District in connection with the issuance of the Bonds are hereby authorized, ratified and confirmed.

**Section 9. Appointment of Underwriter.** The Board hereby formally appoints FMSbonds, Inc., as the Underwriter for the 2023 Bonds.

**Section 10. Book-Entry Only Registration System.** The registration of the 2023 Bonds shall initially be by the book-entry only system established with The Depository Trust Company.

**Section 11. Assessment Methodology Report.** The Board hereby authorizes any modifications to the Assessment Methodology Reports prepared by Special District Services, Inc. in connection with the issuance of the 2023 Bonds if such modifications are determined to be appropriate in connection with the issuance of the 2023 Bonds.

**Section 12. Engineer's Report.** The Board hereby authorizes any modifications to the Engineer's Report prepared by Ballbé & Associates in connection with the 2023 Bonds if such modifications are determined to be appropriate in connection with the issuance of the 2023 Bonds or modifications to the 2023 Project.

**Section 13. Further Official Action.** The Chairperson, the Vice Chairperson, the Secretary and each member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson, the Vice Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

**Section 14. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 15. Inconsistent Proceedings.** All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

**PASSED** in public session of the Board of Supervisors of the Avenir Community Development District, this 15<sup>th</sup> day of December, 2022.

**AVENIR COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

By: \_\_\_\_\_  
Name: Jason Pierman  
Title: Secretary

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

**EXHIBIT A**  
**FORM OF BOND PURCHASE AGREEMENT**

**EXHIBIT B**

**DRAFT COPY OF LIMITED OFFERING MEMORANDUM**

**EXHIBIT C**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

**EXHIBIT D**

**FORM OF NINTH SUPPLEMENTAL TRUST INDENTURE**

683694936v3/172839.010100



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NINTH SUPPLEMENTAL TRUST INDENTURE

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BETWEEN

AVENIR COMMUNITY DEVELOPMENT DISTRICT

AND

REGIONS BANK

as Trustee

---

Dated as of January 1, 2023

---

Authorizing and Securing

\$\_\_\_\_\_

AVENIR COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2023  
(ASSESSMENT AREA THREE - MASTER INFRASTRUCTURE PROJECT)

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THIS NINTH SUPPLEMENTAL TRUST INDENTURE (the “Ninth Supplemental Indenture”), dated as of January 1, 2023 between the AVENIR COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and REGIONS BANK, a national banking corporation duly organized and existing under the laws of the state of Alabama and having a designated corporate trust office in Jacksonville, Florida, as trustee (said national banking association and any bank or trust company becoming successor trustee under this Ninth Supplemental Indenture being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), by Ordinance No. 17, 2016 enacted by the City Council of the City of Palm Beach Gardens, Florida (the “City”), on January 5, 2017 (the “Ordinance”); and

WHEREAS, the premises governed by the Issuer, as described more fully in the Ordinance, consisting of approximately 2,427.50+/- acres of land (herein, the “District Lands” or “District”), are located entirely within the incorporated area of the City; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands and, has on March 30, 2017, adopted Resolution No. 2017-18 anticipated the issuance from time to time of Special Assessment Bonds (the “Bonds”) in the aggregate principal amount of not exceeding \$360,000,000; and

WHEREAS to coincide with the different phases of development, the Issuer has determined it necessary to create separate and distinct assessment areas within the District currently known as “Assessment Area One” and “Assessment Area Three,” which have already been created and now a new area referred to as “Assessment Area Three”; and

WHEREAS, the Issuer has previously issued multiple series of Bonds to finance certain public infrastructure to serve Assessment Area One and Assessment Area Three (collectively referred to as the “Prior Assessment Area Bonds”); and

WHEREAS, the Prior Assessment Area Bonds were issued pursuant to the herein referenced Master Trust Indenture and a First, Second, Third, Fourth, Fifth, Seventh and Eighth Supplemental Trust Indenture; and

WHEREAS, the Issuer has previously decided to undertake the design, acquisition, construction costs of certain master public infrastructure improvements to be located in or for benefit of certain assessable lands within Assessment Area Three within the District including, but not limited to stormwater management and control facilities, including earthwork, public roadway improvements, water and wastewater systems, the differential cost of undergrounding certain

utilities; landscaping and irrigation in public rights of way and entrance features; and related incidental costs (herein, the “Assessment Area Three – Master Infrastructure Project” or “2023 Project”); and

WHEREAS, the Issuer has, pursuant to Resolution No. 2022-14, adopted on December 15, 2022, determined to issue a Series of Bonds under the Master Indenture dated as May 1, 2018, by and between the Issuer and the Trustee (the “Master Indenture”) and pursuant to this Ninth Supplemental Indenture designated as the Avenir Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Three - Master Infrastructure Project) in the principal amount of \$\_\_\_\_\_ (the “Series 2023 Bonds”) and pursuant to the Master Indenture and this Ninth Supplemental Indenture (hereinafter sometimes collectively referred to as the “2023 Indenture”) to finance a portion of the herein defined 2023 Project; and

WHEREAS, in the manner provided herein, the proceeds of the Series 2023 Bonds will be used to provide funds for (i) the financing of the costs of acquiring and/or constructing a portion of the 2023 Project, (ii) paying interest on the Series 2023 Bonds through at least November 1, 2023 (iii) the funding of the Series 2023 Reserve Account, and (iv) the payment of the costs of issuance of the Series 2023 Bonds; and

WHEREAS, the Series 2023 Bonds will be secured by a pledge of Series 2023 Pledged Revenues (as hereinafter defined) as provided herein; and

NOW, THEREFORE, THIS NINTH SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2023 Bonds, the security and payment of the principal or Redemption Price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2023 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2023 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Regions Bank, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2023 Pledged Revenues (as defined herein) as security for the payment of the principal or Redemption Price of (as the case may be) and interest on the Series 2023 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the 2023 Indenture with respect to the Series 2023 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2023 Bonds issued and to be issued under this Ninth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise of any one Series 2023 Bond over any other Series 2023 Bond, all as provided in the 2023 Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption

price of the Series 2023 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2023 Bonds and the 2023 Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the 2023 Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Ninth Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Ninth Supplemental Indenture to be and remain in full force and effect.

## **ARTICLE I DEFINITIONS**

In this Ninth Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Acquisition Agreement” shall mean that certain Assignment and Acquisition Agreement, by and between the Issuer and the Developer relating to the construction and acquisition of the 2023 Project.

“Act” shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended and supplemented from time to time, and any successor statute thereto.

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the Series 2023 Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Series 2023 Bonds.

“Assessment Area Three” shall mean a designated area within the District representing Parcel A-16 (planned for 283 50 foot units and 208 60 foot units), Parcel A-17 (planned for 125 65 foot units), Parcel A-19 (planned for 135 65 foot units), Parcel D (containing approximately 97.44 acres), Parcel H (containing approximately 14.43 acres), and Parcel J (containing approximately 16.68 acres), totaling approximately 128.55 acres.

“Assessment Resolutions” shall mean Resolution No. 2022-15, Resolution No. 2022-16, and Resolution No. 2023-\_\_ of the Issuer adopted on December 15, 2022, December 15, 2022, and January 26, 2023, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2023 Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof provided, however, if any initial beneficial owner does not purchase at least \$100,000 of the Series 2023 Bonds at the time of initial delivery of the Series 2023 Bonds, such beneficial owner must execute and deliver to the Issuer and the Underwriter on the date of delivery of the Series 2023 Bonds the investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an “accredited investor,” as described in Rule 501(a) under Regulation D of the Securities Act of 1936, as amended.

“Bonds” shall mean the Issuer’s Special Assessments Bonds issued pursuant to the Master Indenture.

“Collateral Assignment” shall mean that certain instrument executed by the Developer in favor of the Issuer whereby all of Assessment Area Three development related documents necessary to complete or for the benefit of the Development within Assessment Area Three (comprising all of the development planned for the Assessment Area Three - Master Infrastructure Project) are collaterally assigned as security for the Developer’s obligation to pay the Series 2023 Special Assessments imposed against the assessable lands within Assessment Area Three.

“Commercial Builder” shall mean any entity (whether a builder or developer) that has acquired any portion of the non-residential pods within Assessment Area Three.

“Consulting Engineer” shall mean Ballbé & Associates, Inc., the Issuer’s consulting engineer.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2023 Bonds, dated the date of delivery of the Series 2023 Bonds, by and among the Issuer, the dissemination agent named therein and joined by the other parties named therein, in connection with the issuance of the Series 2023 Bonds.

“Developer” shall mean Avenir Development, LLC, a Florida limited liability company, as the master developer of the lands within Assessment Area Three.

“District Manager” shall mean Special District Services, Inc., and its successors and assigns.

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing May 1, 2023 and any other date the principal of the Series 2023 Bonds is paid, including any Quarterly Redemption Date.

“Majority Holders” means the beneficial owners of more than fifty percent (50%) of the Outstanding Series 2023 Bonds.

“Master Indenture” shall mean the Master Trust Indenture, dated as of May 1, 2018, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2023 Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2023 Bonds as specifically defined in this Ninth Supplemental Indenture).

“Paying Agent” shall mean Regions Bank, and its successors and assigns as Paying Agent hereunder.

“Prepayment” shall mean the payment by any owner of property of the amount of Series 2023 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term “Prepayment” also means any proceeds received as a result of accelerating and/or foreclosing the Series 2023 Special Assessments. “Prepayments” shall include, without limitation, Series 2023 Prepayment Principal.

“Quarterly Redemption Date” shall mean a February 1, May 1, August 1 and November 1 of any calendar year.

“Redemption Price” shall mean the principal amount of any Series 2023 Bond payable upon redemption thereof pursuant to this Ninth Supplemental Indenture.

“Registrar” shall mean Regions Bank and its successors and assigns as Registrar hereunder.

“Regular Record Date” shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“Release Conditions” shall mean all lands within Assessment Area Three have been closed with Residential Builders and Commercial Builders, as applicable, and no Event of Default under the Master Indenture has occurred and is continuing, all as evidenced pursuant to Section 4.01(f) hereof.

“Residential Builder” shall mean any entity (whether a builder or developer) that has acquired any portion of the residential pods within Assessment Area Three.

“Resolution” shall mean (i) Resolution No. 2017-18 of the Issuer adopted on March 30, 2017 authorizing the issuance of special assessment bonds to finance the capital Project in the amount of not exceeding \$360,000,000, (ii) Resolution No. 2022-14 of the Issuer adopted on December 15, 2022, pursuant to which the Issuer authorized the issuance of its Series 2023 Bonds in one or more Series in the principal amount of not exceeding \$85,000,000, specifying the details of the Series 2023 Bonds and authorizing the award and sale of the Series 2023 Bonds to the Underwriter pursuant to the parameters set forth therein.

“Series 2023 Special Assessments” shall mean the Series 2023 Special Assessments.

“Series 2023 Acquisition and Construction Account shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Ninth Supplemental Indenture.

“Series 2023 Bond Redemption Account” shall mean the Series 2023 Bond Redemption Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(g) of this Ninth Supplemental Indenture.

“Series 2023 Bonds” shall mean the \$\_\_\_\_\_ aggregate principal amount of Avenir Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Three - Master Infrastructure Project) to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Ninth Supplemental Indenture, and secured and authorized by the Master Indenture and this Ninth Supplemental Indenture in the manner so provided herein.

“Series 2023 Costs of Issuance Account” shall mean the Account so designated, established as a separate Account pursuant to **Error! Reference source not found.** of this Ninth Supplemental Indenture.



“Series 2023 General Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2023 Bond Redemption Account pursuant to Section 4.01(g) of this Ninth Supplemental Indenture.

“Series 2023 Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Ninth Supplemental Indenture.

“Series 2023 Pledged Revenues” shall mean (a) all revenues received by the Issuer from Series 2023 Special Assessments levied and collected on certain assessable lands within Assessment Area Three within the District including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2023 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2023 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the 2023 Indenture created and established with respect to or for the benefit of the Series 2023 Bonds; provided, however, that Series 2023 Pledged Revenues shall not include (A) any moneys transferred to the Series 2023 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2023 Costs of Issuance Account, and (C) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge created under the 2023 Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

“Series 2023 Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2023 Special Assessments being prepaid pursuant to Section 4.04 of this Ninth Supplemental Indenture or as a result of an acceleration of the Series 2023 Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2023 Special Assessments are being collected through a direct billing method.

“Series 2023 Prepayment Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2023 Bond Redemption Account pursuant to Section 4.01(g) of this Ninth Supplemental Indenture.

“Series 2023 Principal Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this Ninth Supplemental Indenture.

“Series 2023 Rebate Fund” shall mean the Fund so designated, established pursuant to Section 4.01(j) of this Ninth Supplemental Indenture.

“Series 2023 Reserve Account” shall mean the Series 2023 Reserve Account so designated established as a separate Account within the Reserve Fund pursuant to Section 4.01(f) of this Ninth Supplemental Indenture.

“Series 2023 Reserve Requirement” or “Reserve Requirement” shall mean an amount initially equal to the maximum annual debt service with respect to the initial principal amount of the Series 2023 Bonds determined on the date of issue. Upon satisfaction of the Release Conditions, the Series 2023 Reserve Requirement shall be reduced to an amount equal to fifty

percent (50%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2023 Bonds. If a portion of the Series 2023 Bonds are redeemed pursuant to Section 3.01(b)(i) or Section 3.01(b)(iii), the Reserve Requirement shall be reduced to the then maximum annual debt service on the Series 2023 Bonds taking into account such extraordinary mandatory redemption (prior to satisfaction of the Release Conditions) or fifty percent (50%) (after satisfaction of the Release Conditions) of the maximum annual debt service of the Series 2023 Bonds after taking into account such extraordinary mandatory redemption. Any amount in the Series 2023 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2023 Bonds be used to pay principal of and interest on the Series 2023 Bonds at that time. The initial Series 2023 Reserve Requirement shall be equal to \$\_\_\_\_\_.

“Series 2023 Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Ninth Supplemental Indenture.

“Series 2023 Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Ninth Supplemental Indenture.

“Series 2023 Special Assessments” shall mean the Special Assessments levied on the assessable lands within Assessment Area Three within the District pursuant to the Assessment Resolutions as a result of the Issuer’s financing the acquisition of the 2023 Project, corresponding in amount to the debt service on the Series 2023 Bonds and designated as such in the methodology report relating thereto.

“Substantially Absorbed” means the date at least [90%] of the principal portion of the Series 2023 Special Assessments have been assigned to residential units within Assessment Area Three within the District that have received certificates of occupancy.

“Underwriter” shall mean FMSbonds, Inc.

“2023 Project” or “Assessment Area Three – Master Infrastructure Project” shall mean the master public infrastructure, a portion of which will be financed with a portion of the Series 2023 Bonds, as described on Exhibit A attached hereto.

“2023 Indenture” shall mean collectively, the Master Indenture and this Ninth Supplemental Indenture.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Series 2023 Bonds), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

## **ARTICLE II**

### **THE SERIES 2023 BONDS**

**SECTION 2.01.**     Amounts and Terms of Series 2023 Bonds; Issue of Series 2023 Bonds. No Series 2023 Bonds may be issued under this Ninth Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a)     The total principal amount of Series 2023 Bonds that may be issued under this Ninth Supplemental Indenture is expressly limited to \$\_\_\_\_\_. The Series 2023 Bonds shall be numbered consecutively from RA-1 and upwards.

(b)     Any and all Series 2023 Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the 2023 Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2023 Bonds upon execution of this Ninth Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture and Section 2.09 of this Ninth Supplemental Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2023 Bonds and deliver them as specified in the request.

**SECTION 2.02.**     Execution. The Series 2023 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

**SECTION 2.03.**     Authentication. The Series 2023 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2023 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

**SECTION 2.04.**     Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2023 Bonds.

(a)     The Series 2023 Bonds are being issued hereunder in order to provide moneys, (i) to finance a portion of the 2023 Project, (ii) to fund interest on the Series 2023 Bonds through at least November 1, 2023, (iii) to fund the Series 2023 Reserve Account in an amount equal to the initial Series 2023 Reserve Requirement; and (iv) to pay the costs of issuance of the Series 2023 Bonds. The Series 2023 Bonds shall be designated "Avenir Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Three - Master Infrastructure Project)" and shall be issued as fully registered bonds without coupons in the designated Authorized Denominations.

(b)     The Series 2023 Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2023 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2023 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to May 1, 2023, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Ninth Supplemental Indenture in connection with a book entry only system of registration of the Series 2023 Bonds, the principal or Redemption Price of the Series 2023 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2023 Bonds. Except as otherwise provided in Section 2.07 of this Ninth Supplemental Indenture in connection with a book entry only system of registration of the Series 2023 Bonds, the payment of interest on the Series 2023 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2023 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2023 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2023 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given by Electronic Means or mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2023 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

**SECTION 2.05.**      Debt Service on the Series 2023 Bonds.

(a) The Series 2023 Bonds will mature on May 1 in the years and in the principal amounts, and bear interest at the rates as set forth below, subject to the right of prior redemption in accordance with their terms.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
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\*Term Bonds

(b) Interest on the Series 2023 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2023 Bonds on the day before the default occurred.

**SECTION 2.06.**     Disposition of Proceeds and Other Funds. From the net proceeds of the Series 2023 Bonds in the amount of \$\_\_\_\_\_, the following deposits shall be made on the date of issuance of the Series 2023 Bonds:

(a)     \$\_\_\_\_\_ derived from the net proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund which amount the Issuer shall cause to be applied in accordance with Article V of the Master Indenture, and the terms of the Acquisition Agreement to purchase the 2023 Project;

(b)     \$\_\_\_\_\_ derived from the net proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Debt Service Reserve Account;

(c)     \$\_\_\_\_\_ derived from the net proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Interest Account; and

(d)     \$\_\_\_\_\_ derived from the remaining net proceeds of the Series 2023 Bonds shall be deposited in the Series 2023 Costs of Issuance Account to pay the costs of issuing the Series 2023 Bonds.

**SECTION 2.07.**     Book-Entry Form of Series 2023 Bonds. The Series 2023 Bonds shall be issued as one fully registered bond for each maturity of Series 2023 Bonds and deposited with The Depository Trust Company (“DTC”), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2023 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants (“DTC Participants”) and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly (“Indirect Participants”). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2023 Bonds (“Beneficial Owners”).

Principal and interest on the Series 2023 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC without the need for presentment of the Series 2023 Bonds. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2023 Bonds, through DTC Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2023 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices

to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2023 Bonds in the form of fully registered Series 2023 Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2023 Bonds may be exchanged for an equal aggregate principal amount of Series 2023 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

**SECTION 2.08.**     Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the Series 2023 Bonds, and hereby appoints Regions Bank, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Regions Bank hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints Regions Bank as Paying Agent for the Series 2023 Bonds. Regions Bank hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

**SECTION 2.09.**     Conditions Precedent to Issuance of the Series 2023 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2023 Bonds and the conditions set forth in the bond purchase agreement with the Underwriter, all the Series 2023 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a)     Certified copies of the Assessment Resolutions;
- (b)     Executed originals of the Master Indenture and this Ninth Supplemental Indenture;
- (c)     An opinion of Counsel to the Issuer substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to purchase the 2023 Project being financed with the proceeds of the Series 2023 Bonds, subject to obtaining such licenses,

orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the 2023 Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2023 Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2023 Special Assessments, and (v) the Series 2023 Special Assessments are legal, valid and binding liens upon the property against which such Series 2023 Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other State of Florida liens, titles and claims, until paid;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2023 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Ninth Supplemental Indenture; and

(e) A copy of the Collateral Assignment.

Receipt by the Trustee of the gross proceeds from the initial sale of the Series 2023 Bonds shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2023 Bonds to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]



### **ARTICLE III**

#### **REDEMPTION OF SERIES 2023 BONDS**

**SECTION 3.01.**     Redemption Dates and Prices. The Series 2023 Bonds shall be subject to redemption at the times and in the manner provided in this Article III. All payments of the Redemption Price of the Series 2023 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2023 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2023 Bonds or portions of the Series 2023 Bonds to be redeemed pursuant to the provisions of Section 8.04 of the Master Indenture. Partial redemptions of Series 2023 Bonds shall be made in such a manner that the remaining Series 2023 Bonds held by each Bondholder shall be in the applicable Authorized Denominations.

(a)     Optional Redemption. The Series 2023 Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20XX (less than all Series 2023 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of Series 2023 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2023 Optional Redemption Subaccount of the Series 2023 Bond Redemption Account.

(b)     Extraordinary Mandatory Redemption in Whole or in Part. The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i)     from Series 2023 Prepayment Principal deposited into the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account following the payment in whole or in part of Series 2023 Special Assessments on any assessable property within Assessment Area Three within the District in accordance with the provisions of Section 4.04 of this Ninth Supplemental Indenture and, as applicable, amounts transferred from the Series 2023 Reserve Account to the Series 2023 Prepayment Account as a credit against the amount of the Series 2023 Prepayment Principal due and owing.

(ii)    from moneys, if any, on deposit in the Series 2023 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2023 Rebate Fund, the Series 2023 Acquisition and Construction Account and the Series 2023 Costs of Issuance Account) sufficient to pay and redeem all Outstanding Series 2023 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii)   from any funds remaining on deposit in the Series 2023 Acquisition and Construction Account not otherwise reserved to complete the 2023 Project (including any amounts transferred from the Series 2023 Reserve Account) all of which have been transferred to the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u><b>Year</b></u>	<b>Mandatory Sinking Fund</b> <u><b>Redemption Amount</b></u>
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\*Maturity

The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u><b>Year</b></u>	<b>Mandatory Sinking Fund</b> <u><b>Redemption Amount</b></u>
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\*Maturity

Upon any redemption of Series 2023 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of the affected Series 2023 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of such Series 2023 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2023 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase

occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

**SECTION 3.02.**      Notice of Redemption. When required to redeem Series 2023 Bonds under any provision of this Ninth Supplemental Indenture or directed to redeem Series 2023 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2023 Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

**ARTICLE IV**  
**ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;**  
**ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;**  
**REMOVAL OF SERIES 2023 SPECIAL ASSESSMENT LIENS**

**SECTION 4.01.**      Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2023 Acquisition and Construction Account.” Net proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Ninth Supplemental Indenture, together with any moneys transferred to the Series 2023 Acquisition and Construction Account pursuant to the provisions of this Ninth Supplemental Indenture, and such moneys in the Series 2023 Acquisition and Construction Account shall be applied by the Issuer as set forth in Section 5.01 of the Master Indenture, this Section 4.01(a) and the Acquisition Agreement. Subject to the provisions of Section 4.01(f) hereof, any moneys remaining in the Series 2023 Acquisition and Construction Account after the Completion Date, and after the expenditure of all moneys remaining therein that have not been requisitioned within thirty (30) days after satisfaction of the Release Conditions, except for any moneys reserved therein for the payment of any costs of the Assessment Area Three – Master Infrastructure Project owed but not yet requisitioned, as evidenced in a certificate from the Consulting Engineer to the Trustee, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the Assessment Area Three – Master Infrastructure Project, as evidenced by a certificate from the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account. Subject to the provisions of Section 4.01(f) hereof, the Series 2023 Acquisition and Construction Account shall be closed upon the expenditure or transfer of all funds therein including moneys deposited therein as a result of satisfaction of the Release Conditions. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2023 Acquisition and Construction Account and pay such moneys to the Person such requisition so directs. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2023 Costs of Issuance Account.” Net proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Costs of Issuance Account in the amount set forth in Section 2.06 of this Ninth Supplemental Indenture. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2023 Costs of Issuance Account to pay the costs of issuing the Series 2023 Bonds. Six months after the issuance of the Series 2023 Bonds, any moneys remaining in the Series 2023 Costs of Issuance Account in excess of the amount requested to be disbursed by the Issuer shall be deposited into the Series 2023 Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2023 Bonds shall be paid from excess Series 2023 Pledged Revenues on deposit in the Series 2023 Revenue Account pursuant to paragraph SEVENTH of Section 4.02 hereof. When there are no further moneys therein, the Series 2023 Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the “Series 2023 Revenue Account.” Series 2023 Special Assessments (except for Prepayments of Series 2023 Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2023 Prepayment Subaccount), by the Trustee into the Series 2023 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Ninth Supplemental Indenture, and applied for the purpose provided therein.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2023 Principal Account.” Moneys shall be deposited into the Series 2023 Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Ninth Supplemental Indenture, and applied for the purpose provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2023 Interest Account.” Moneys deposited into the Series 2023 Interest Account pursuant to Section 6.04 of the Master Indenture, Section 2.06 and Section 4.02 of this Ninth Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2023 Sinking Fund Account.” Moneys shall be deposited into the Series 2023 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Ninth Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Ninth Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Reserve Fund designated as the “Series 2023 Reserve Account.” Proceeds of the Series 2023 Bonds and any other available moneys shall be deposited into the Series 2023 Reserve Account in the amount set forth in Section 2.06 of this Ninth Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2023 Reserve Account shall be applied for the purposes provided therein and in Section 3.01(b)(ii) and this Section 4.01(f) of this Ninth Supplemental Indenture. Notwithstanding any provision in the Master Indenture to the contrary, the Issuer covenants not to substitute the cash and Investment Securities on deposit in the Reserve Accounts with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. All investment earnings on moneys in the Series 2023 Reserve Account shall remain on deposit in such Account to be applied to pay debt service on the Series 2023 Bonds or otherwise required hereunder.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2023 Reserve Account and prior to the Completion Date, transfer any excess therein above the applicable Reserve Requirement for the Series 2023 Bonds caused by investment earnings to the Series 2023 Acquisition and Construction Account prior to the Completion Date, and after the Completion Date, to the Series 2023 Revenue Account.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2023 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2023 Bonds to the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2023 Special Assessments and applied to redeem a portion of the Series 2023 Bonds is less than the principal amount of Series 2023 Bonds indebtedness attributable to such lands.

Subject to the provisions of Section 4.04 hereof, on any date the Issuer or the District Manager, on behalf of the Issuer, receives notice that a landowner wishes to prepay its Series 2023 Special Assessments relating to the benefited property of such landowner within Assessment Area Three within the District, or as a result of a mandatory true-up payment, the Issuer shall, or cause the District Manager, on behalf of the Issuer to, calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2023 Prepayment Principal due by the amount of money in the Series 2023 Reserve Account that will be in excess of the applicable Reserve Requirement, taking into account the proposed Prepayment. Such excess in the Series 2023 Reserve Account shall be transferred by the Trustee to the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after receiving notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Series 2023 Reserve Account to the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2023 Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding the foregoing, upon satisfaction of the Release Conditions, the Trustee shall deposit such excess on deposit in the Series 2023 Reserve Account as described below to the Series 2023 Acquisition and Construction Account and pay such amount deposited in the Series 2023 Acquisition and Construction Account to the Person or Persons designated in a requisition in the form attached hereto as Exhibit "C" submitted to the Issuer by the Developer within thirty (30) days of such transfer which requisition shall be executed by the Issuer and the Consulting Engineer. Such payment is authorized notwithstanding that the Completion Date might have been declared provided the Developer can establish, to the satisfaction of the Consulting Engineer, Costs of the 2023 Project that were not paid from moneys initially deposited in the Series 2023 Acquisition and Construction Account. In the event that there are no unreimbursed Costs to pay to the Developer, such excess moneys transferred from the Series 2023 Reserve Account to the Series 2023 Acquisition and Construction Account shall be deposited into the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account.

Upon satisfaction of the Release Conditions as evidenced by a written certificate of the District Manager delivered to the Issuer and the Trustee, stating that the Release Conditions have been satisfied and setting forth the amount of the new Series 2023 Reserve Requirement, the Trustee shall without further direction reduce the Series 2023 Reserve Requirement to fifty percent (50%) of the maximum annual debt service of the then Outstanding principal amount of the Series 2023 Bonds as calculated by the District Manager. The excess amount in the Series 2023 Reserve Account shall be transferred to the Series 2023 Acquisition and Construction Account. The Trustee may conclusively rely on such written certificate of the District Manager.

In addition, in the event of an extraordinary mandatory redemption pursuant to Section 3.01(b)(iii), the District Manager shall calculate the applicable Reserve Requirement and communicate the same to the Trustee and the Trustee shall apply any excess in the Series 2023 Reserve Account toward such extraordinary mandatory redemption.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the “Series 2023 Bond Redemption Account” and within such Account, a “Series 2023 General Redemption Subaccount,” a “Series 2023 Optional Redemption Subaccount,” and a “Series 2023 Prepayment Subaccount.” Except as otherwise provided in this Ninth Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the Series 2023 Bonds, moneys to be deposited into the Series 2023 Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account.

(h) Moneys that are deposited into the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account (including all earnings on investments held therein) shall, together with the available moneys, be used to call Series 2023 Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof.

(i) Moneys in the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account (including all earnings on investments held in such subaccount) shall be used to call the Series 2023 Bonds for redemption pursuant to the provisions of Section 3.01(b)(i) hereof. All interest due in regard to such Series 2023 Prepayment Principal not received in connection with such Prepayment shall be paid from the Series 2023 Revenue Account. In addition, if the amount of the Prepayment is not sufficient to redeem a principal amount of the Series 2023 Bonds in an Authorized Denomination to be redeemed, the Trustee shall be authorized to withdraw amounts from the Series 2023 Revenue Account to round-up to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2023 Revenue Account shall be made to pay interest on and/or round-up principal for the Series 2023 Bonds for the redemption pursuant to Section 3.01(b)(i) if as a result the deposits required under Section 4.02 FIRST through SIXTH cannot be made in full. The Trustee may conclusively rely on the Issuer’s determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the Series 2023 Bonds pursuant to Section 3.01(b)(i) at least forty-five (45) days prior to each applicable Quarterly Redemption Date.

(j) The Issuer hereby directs the Trustee to establish a Series 2023 Rebate Fund designated as the “Series 2023 Rebate Fund” when deposits are required to be made therein. Moneys shall be deposited into the Series 2023 Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

**SECTION 4.02.** Series 2023 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2023 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2023, to the Series 2023 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2023 Bonds becoming due on the next



succeeding May 1, less any amounts on deposit in the Series 2023 Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2023, to the Series 2023 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2023 Bonds becoming due on the next succeeding November 1, less any amount on deposit in the Series 2023 Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, commencing May 1, 20XX, to the Series 2023 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2023 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2023 Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the May 1 which is a principal payment date for any Series 2023 Bonds, to the Series 2023 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2023 Bonds Outstanding maturing on such May 1, less any amounts on deposit in the Series 2023 Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2023 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer an amount to the Series 2023 Interest Account, the amount necessary to pay interest on the Series 2023 Bonds subject to redemption on such date; and

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2023 Bonds remain Outstanding, to the Series 2023 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2023 Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining in the Series 2023 Revenue Account after making the foregoing deposits shall be first deposited into the Series 2023 Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2023 Bonds, then next shall be used pursuant to Section 4.01(i) hereof, if required, and last, any balance in the Series 2023 Revenue Account shall remain on deposit in such Series 2023 Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2023 Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

**SECTION 4.03.**     Power to Issue Series 2023 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2023 Bonds, to execute and deliver the 2023 Indenture and to pledge the Series 2023 Pledged Revenues for the benefit of the Series 2023 Bonds. The Series 2023 Pledged Revenues are not and shall not be subject to any other liens senior to or on a parity with the liens created in favor of the Series 2023 Bonds or Section 5.04 hereof. The Series 2023 Bonds and the provisions of the 2023 Indenture

are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the 2023 Indenture in the manner and priority established therein and all the rights of the Owners of the Series 2023 Bonds under the 2023 Indenture against all claims and demands of all persons whomsoever.

**SECTION 4.04.**      Prepayments; Removal of Series 2023 Special Assessment Liens.

(a) At any time, any owner of property within the District, which Property is subject to the Series 2023 Special Assessments (i) may, at its option, or as a result of acceleration of the Series 2023 Special Assessments because of non-payment thereof, or (ii) as a result of a true-up payment, shall require the Issuer to, reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2023 Special Assessments by paying or causing there to be paid to the Issuer all or a portion of the Series 2023 Special Assessment, which shall constitute Series 2023 Prepayment Principal, plus, accrued interest to the next succeeding Interest Payment Date (or the next succeeding Interest Payment Date if such Prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to the Series 2023 Special Assessment owned by such owner.

(b) Upon receipt of Series 2023 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the District that the Series 2023 Special Assessment has been paid in whole or in part and that such Series 2023 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2023 Bonds pursuant to Section 3.01(b)(i) hereof at least forty-five (45) days prior to each Quarterly Redemption Date and will withdraw money from the Series 2023 Reserve Account as a credit against the amount of Prepayment that is owed in an amount as directed by the District. No credit shall be given if as a result the applicable Reserve Requirement shall be less than is required after taking into account the proposed extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof. At any time such Prepayment is not in an integral multiple of \$5,000, the Trustee shall withdraw moneys from the Series 2023 Revenue Account to round-up to an integral multiple of \$5,000 and deposit such amount into the Series 2023 Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the Series 2023 Reserve Account unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

**SECTION 4.05.**      2023 Project to Conform to Consulting Engineers Report. Upon the issuance of the Series 2023 Bonds, the Issuer will promptly proceed to acquire the 2023 Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

[END OF ARTICLE IV]

## **ARTICLE V**

### **COVENANTS AND DESIGNATIONS OF THE ISSUER**

**SECTION 5.01.**     Collection of Series 2023 Special Assessments. Pursuant to the terms and provisions of the Master Indenture and except as provided in the next succeeding sentence, the Issuer shall collect the Series 2023 Special Assessments relating to the acquisition and construction of the 2023 Project. Pursuant to the terms and provisions of the Assessment Resolutions, the Issuer shall directly collect the Series 2023 Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted, unless the Trustee at the direction of the Majority Holders directs the Issuer otherwise, or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this Ninth Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2023 Special Assessments, and to levy the Series 2023 Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2023 Bonds when due. All Series 2023 Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to the applicable Interest Payment Date.

**SECTION 5.02.**     Continuing Disclosure. Although the Series 2023 Bonds are not subject to the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default under the 2023 Indenture, but shall instead be enforceable by mandamus or any other means of specific performance.

**SECTION 5.03.**     Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2023 Accounts and subaccounts therein created hereunder.

**SECTION 5.04.**     Additional Obligations and Liens. So long as the Series 2023 Bonds are Outstanding, the Issuer covenants not to (i) issue any other Bonds or other debt obligations secured by the Series 2023 Special Assessments except as provided below or incur any other indebtedness secured by other Special Assessments levied against the assessable lands within Assessment Area Three within the District, or (ii) except as provided below, permit any additional liens, including any liens arising from any Special Assessments, against the assessable lands within the Assessment Area Three. Notwithstanding the foregoing covenants of the Issuer, the Issuer may issue other Bonds or debt obligations secured by Special Assessments levied on the assessable lands within the Assessment Area Three for the following purposes:

- (a)     to refund, at any time, the Series 2023 Bonds;
- (b)     without limit as to amount once the Series 2023 Special Assessments have been Substantially Absorbed and the assessable lands within Assessable Area Three have been fully developed;

(c) at any time to finance capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster through the issuance of Bonds or other debt obligations; and

(d) with respect to Parcel A-16, Parcel A-17 and Parcel A-19, the Issuer is authorized to issue additional Bonds on behalf of a Residential Builder pursuant to the following conditions: (i) the Special Assessments securing such additional Bonds to be levied on each residential unit does not exceed \$\_\_\_\_\_ (including collection costs and discount for early payment) taking into account the Series 2023 Special Assessments; and (ii) the following prepayment of the Series 2023 Special Assessments has occurred:

50' lots \_\_\_\_\_  
60' lots \_\_\_\_\_  
65' lots \_\_\_\_\_

For purposes of this Section 5.04, the term Special Assessments means any non-ad valorem assessments including "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments," levied and collected by the Issuer under Section 190.021(3) of the Act.

**SECTION 5.05.** Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent (50%) of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

**SECTION 5.06.** Acknowledgement Regarding Acquisition and Construction Accounts Moneys Following an Event of Default. In accordance with the provisions of the 2023 Indenture the Series 2023 Bonds are payable solely from the Series 2023 Pledged Revenues and any other moneys held by the Trustee under the 2023 Indenture for such purpose including, but not limited to, moneys on deposit in the Series 2023 Acquisition and Construction Account. Anything in the 2023 Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2023 Bonds, (i) the Series 2023 Pledged Revenues may not be used by the Issuer (whether to pay costs of the 2023 Project or otherwise) without the consent of the Majority Holders, and (ii) the Series 2023 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the 2023 Indenture. The Issuer also acknowledges and agrees that from and after an Event of Default, the Trustee is authorized to exercise the Issuer's rights under the Collateral Assignment at the direction of the Majority Holders but without the consent or approval of the Issuer and the Issuer covenants not to enter into any contract regarding the 2023 Project from and after the occurrence of an Event of Default without the written direction of the Majority Holders.

[END OF ARTICLE V]

**ARTICLE VI**  
**THE TRUSTEE; THE PAYING AGENT AND REGISTRAR**

**SECTION 6.01.**     Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the 2023 Indenture. The Trustee agrees to act as Paying Agent, Registrar and Authenticating Agent for the Series 2023 Bonds.

**SECTION 6.02.**     Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Ninth Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2023 Bonds), all of which are made solely by the Issuer. Except as otherwise expressly stated in this Ninth Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

**SECTION 6.03.**     Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

**SECTION 7.01.**     Interpretation of Ninth Supplemental Indenture.     This Ninth Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2023 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Ninth Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and this Ninth Supplemental Indenture shall be read and construed as one document.

**SECTION 7.02.**     Amendments.     Any amendments to this Ninth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

**SECTION 7.03.**     Counterparts.     This Ninth Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

**SECTION 7.04.**     Appendices and Exhibits.     Any and all schedules, appendices or exhibits referred to in and attached to this Ninth Supplemental Indenture are hereby incorporated herein and made a part of this Ninth Supplemental Indenture for all purposes.

**SECTION 7.05.**     Payment Dates.     In any case in which an Interest Payment Date or the maturity date of the Series 2023 Bonds or the date fixed for the redemption of any Series 2023 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

**SECTION 7.06.**     Rights of Holders Upon an Event of Default.     Notwithstanding any provision in the Master Indenture to the contrary, upon an Event of Default with respect to the Series 2023 Bonds, under Section 10.02(a) and/or (b) of the Master Indenture, only the Majority Holders may direct the Trustee regarding remedial proceedings. The obligation of the Trustee to take action at the direction of the Majority Holders is subject to the rights of the Trustee to be indemnified as a condition for taking action or from refraining from action as provided in the Master Indenture.

**SECTION 7.07.**     Patriot Act Requirements of the Trustee.     To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

**SECTION 7.08.**     Counterparts and Electronically Signed and/or Transmitted Signatures.     This Ninth Supplemental Indenture may be executed in counterparts, and all

counterparts together shall be construed as one document. Executed counterparts of this Ninth Supplemental Indenture with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via DocuSign or other electronic means may be used in the place of original signatures on this Ninth Supplemental Indenture. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this Ninth Supplemental Indenture. The parties to this Ninth Supplemental Indenture hereby waive any defenses to the enforcement of the terms of this Ninth Supplemental Indenture based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Ninth Supplemental Indenture.

[END OF ARTICLE VII]

IN WITNESS WHEREOF, Avenir Community Development District has caused this Ninth Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by a Secretary of its Board of Supervisors and Regions Bank has caused this Ninth Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

AVENIR COMMUNITY DEVELOPMENT  
DISTRICT

[SEAL]

Attest:

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

By: \_\_\_\_\_  
Name: Jason Pierman  
Title: Secretary, Board of Supervisors

REGIONS BANK, as Trustee, Paying Agent  
and Registrar

By: \_\_\_\_\_  
Name: Craig A. Kaye  
Title: Vice President and Trust Officer



STATE OF FLORIDA )  
 ) SS:  
COUNTY \_\_\_\_\_ )

On this \_\_\_\_ day of January, 2023, before me, by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Virginia Cepero, Chairperson of the Avenir Community Development District (the “Issuer”), who acknowledged that she did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is her free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that she appeared before me this day in person and acknowledged that she, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or  
Type as Commissioned)

- ☐ Personally known to me, or  
☐ Produced identification:

(Type of Identification Produced)

STATE OF FLORIDA )  
 ) SS:  
COUNTY PALM BEACH )

On this \_\_\_\_ day of January, 2023, before me, by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Jason Pierman, Secretary of the Avenir Community Development District (the “Issuer”), who acknowledged that he did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is his free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or  
Type as Commissioned)

- ☐ Personally known to me, or  
☐ Produced identification:

(Type of Identification Produced)

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF DUVAL                    )

On this \_\_\_\_ day of January, 2023, before me by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Craig A. Kaye, a Vice President and Trust Officer of Regions Bank, as trustee (the “Trustee”), who acknowledged that he did so sign said instrument as such officer for and on behalf of the Trustee; that the same is his free act and deed as such officer and the free act and deed of the Trustee; that he appeared before me on this day in person and acknowledged that he, being thereunto duly authorized, signed, for the uses and purposes therein set forth. He is personally know to me or has produced \_\_\_\_\_, identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Public, Print, Stamp or Type as Commissioned)

- ☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

## **EXHIBIT A**

### **DESCRIPTION OF THE 2023 PROJECT**

As fully described in the Fourth Amendment to the Fifth Supplemental Engineer's Report for Assessment Area Three dated October 17, 2022, prepared by the Issuer's Consulting Engineer, as such report may be amended or supplemented from time to time.

**EXHIBIT B**

[FORM OF SERIES 2023 BOND]

**RA1-1**

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
COUNTY OF PALM BEACH  
CITY OF PALM BEACH GARDENS  
AVENIR COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BOND, SERIES 2023  
(ASSESSMENT AREA THREE - MASTER INFRASTRUCTURE PROJECT)**

Interest Rate  
\_\_\_\_\_ %

Maturity Date

Date of Original Issuance  
January \_\_, 2023

CUSIP  
05357J

Registered Owner:-----Cede & Co.-----

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Avenir Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2023 Bonds are in book-entry only form) at the designated corporate trust office of Regions Bank, in Jacksonville, Florida, as paying agent (said Regions Bank and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months), said principal payable on the first day of May of each year commencing May 1, 2023. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, located in Jacksonville, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1 (collectively, each an "Interest Payment Date"), commencing May 1, 2023 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as registrar (said Regions Bank and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to May 1, 2023, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is

registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the 2023 Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the 2023 Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE SERIES 2023 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE 2023 INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF PALM BEACH GARDENS, FLORIDA (THE “CITY”), PALM BEACH COUNTY, FLORIDA (THE “COUNTY”), THE STATE OF FLORIDA (THE “STATE”), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE 2023 INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2023 SPECIAL ASSESSMENTS TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the 2023 Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the 2023 Indenture, of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Avenir Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the “Act”), Ordinance No. 17-2016 enacted by the City Council of the City of Palm Beach Gardens, Florida on January 5, 2017, designated as “Avenir Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Three - Master Infrastructure Project)” (the “Series 2023 Bonds”), in the aggregate principal amount of \_\_\_\_\_ MILLION \_\_\_\_\_ HUNDRED \_\_\_\_\_ THOUSAND AND 00/100 DOLLARS (\$\_\_\_\_\_.00) of like date, tenor and effect, except as to number. The Series 2023 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to finance the 2023 Project. The Series 2023 Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the 2023 Indenture. The Series 2023 Bonds are issued under and secured by a Master Trust Indenture dated as of May 1, 2018 (the “Master Indenture”), by and between the Trustee and the District, as amended and supplemented by a Ninth Supplemental Trust Indenture dated as of January 1, 2023 (the “Ninth Supplemental Indenture” and together with the Master Indenture, the “2023 Indenture”), by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida.

Reference is hereby made to the 2023 Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2023 Bonds issued under the 2023 Indenture, the operation and application of the Series 2023 Reserve Account and other Funds and Accounts (each as defined in the 2023 Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2023 Bonds, the levy and the evidencing and certifying for collection, of the Series 2023 Special Assessments, the nature and extent of the security for the Series 2023 Bonds, the terms and conditions on which the Series 2023 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the 2023 Indenture, the conditions under which such 2023 Indenture may be amended without the consent of the registered owners of the Series 2023 Bonds, the conditions under which such 2023 Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2023 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2023 Bonds.

The owner of this Bond shall have no right to enforce the provisions of the 2023 Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the 2023 Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the 2023 Indenture.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the 2023 Indenture, except for Series 2023 Special Assessments to be assessed and levied by the Issuer as set forth in the 2023 Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the 2023 Indenture.

This Bond is payable from and secured by Series 2023 Pledged Revenues, as such term is defined in the 2023 Indenture, all in the manner and priority provided in the 2023 Indenture. The 2023 Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2023 Special Assessments to secure and pay the Series 2023 Bonds.

The Series 2023 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2023 Bonds shall be made on the dates specified below. Upon any redemption of Series 2023 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2023 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2023 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2023 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory

sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

#### Optional Redemption

The Series 2023 Bonds are subject to redemption prior to maturity at the option of the Issuer, as a whole or in part, at any time, on or after May 1, 20XX (less than all Series 2023 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of the Series 2023 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date.

#### Mandatory Sinking Fund Redemption

The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2023 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2023 Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2023 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2023 Indenture.



<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2023 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2023 Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2023 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2023 Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2023 Prepayment Principal deposited into the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account following the payment in whole or in part of Series 2023 Special Assessments on any assessable property within Assessment Area Three within the District in accordance with the provisions of Section 4.04 of the Ninth Supplemental Indenture and, as applicable, amounts transferred from the Series 2023 Reserve Account to the Series 2023 Prepayment Account as a credit against the amount of the Series 2023 Prepayment Principal due and owing.

(ii) from moneys, if any, on deposit in the Series 2023 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2023 Rebate Fund, the Series 2023 Acquisition and Construction Account and the Series 2023 Costs of Issuance Account) sufficient to pay and redeem all Outstanding Series 2023 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) from any funds remaining on deposit in the Series 2023 Acquisition and Construction Account not otherwise reserved to complete the 2023 Project (including any amounts transferred from the Series 2023 Reserve Account) all of which have been transferred to the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account.

Except as otherwise provided in the 2023 Indenture, if less than all of the Series 2023 Bonds subject to redemption shall be called for redemption, the particular such Series 2023 Bonds or portions of such Series 2023 Bonds to be redeemed shall be selected as provided in the 2023 Indenture.

Notice of each redemption of the Series 2023 Bonds is required to be given by the Trustee by Electronic Means or first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Series 2023 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the 2023 Indenture, the Series 2023 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2023 Bonds or such portions thereof on such date, interest on such Series 2023 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2023 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the 2023 Indenture and the Owners thereof shall have no rights in respect of such Series 2023 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the 2023 Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Modifications or alterations of the 2023 Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the 2023 Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2023 Bond which remain unclaimed for three (3) years after the date when such Series 2023 Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Series 2023 Bonds becoming due at maturity or by call for redemption in the manner set forth in the 2023 Indenture, together with the interest accrued to the due date, the lien of such Series 2023 Bonds as to the Trust Estate with respect to the Series 2023 Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the 2023 Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

The Issuer shall keep books for the registration of the Series 2023 Bonds at the designated corporate trust office of the Registrar in Jacksonville, Florida. Subject to the restrictions contained in the 2023 Indenture, the Series 2023 Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Series 2023 Bonds is

exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Series 2023 Bond or Series 2023 Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the 2023 Indenture. Every Series 2023 Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2023 Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Series 2023 Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Series 2023 Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of and interest on such Series 2023 Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2023 Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2023 Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Avenir Community Development District has caused this Bond to be signed by the manual signature of the Chairperson of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of a Secretary of its Board of Supervisors, all as of the date hereof.

AVENIR COMMUNITY DEVELOPMENT  
DISTRICT

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: \_\_\_\_\_  
Secretary, Board of Supervisors

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Series 2023 Bonds delivered pursuant to the within mentioned 2023 Indenture.

Date of Authentication: \_\_\_\_\_

REGIONS BANK, as Trustee

By: \_\_\_\_\_  
Vice President and Trust Officer

## STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida, rendered on the 21<sup>st</sup> day of June, 2017.

AVENIR COMMUNITY DEVELOPMENT  
DISTRICT

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: \_\_\_\_\_  
Secretary, Board of Supervisors

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
(Minor) (Cust)

Under Uniform Transfer to Minors Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the above list.

## ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

---

(please print or typewrite name and address of assignee)

---

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

---

**NOTICE:** Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

---

**NOTICE:** The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

---

Please insert social security or other identifying number of Assignee.



## EXHIBIT C

### FORMS OF REQUISITIONS

**AVENIR COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2023  
(ASSESSMENT AREA THREE - MASTER INFRASTRUCTURE PROJECT)**

The undersigned, a Responsible Officer of the Avenir Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the “Trustee”), dated as of May 1, 2018, as supplemented by that certain Ninth Supplemental Trust Indenture dated as of January 1, 2023 (collectively, the “2023 Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the 2023 Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred:
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:

*Series 2023 Acquisition and Construction Account*

The undersigned hereby certifies that:

1. this requisition is for the acquisition of the 2023 Project payable from the Series 2023 Acquisition and Construction Account that has not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

**AVENIR COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Responsible Officer

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

**CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2023 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

\_\_\_\_\_  
Consulting Engineer

**AVENIR COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2023  
(ASSESSMENT AREA THREE - MASTER INFRASTRUCTURE PROJECT)**

(Costs of Issuance)

The undersigned, a Responsible Officer of the Avenir Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the “Trustee”), dated as of May 1, 2018, as supplemented by that certain Ninth Supplemental Trust Indenture dated as of January 1, 2023 (collectively, the “2023 Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the 2023 Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance:
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:

*Series 2023 Costs of Issuance Account*

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Series 2023 Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2023 Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2023 Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

AVENIR COMMUNITY DEVELOPMENT  
DISTRICT

By: \_\_\_\_\_  
Responsible Officer

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

## EXHIBIT D

### FORM OF INVESTOR LETTER

[Date]

Avenir Community Development District  
c/o Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Attention: Jason Pierman

FMSbonds, Inc.  
20660 W. Dixie Highway  
North Miami Beach, FL 33180

Re: \$\_\_\_\_\_ Avenir Community Development District Special Assessment  
Bonds, Series 2023 (Assessment Area Three - Master Infrastructure Project)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the “Investor”) of \$\_\_\_\_\_ of the above-referenced Bonds [state maturing on May 1, \_\_\_\_\_, bearing interest at the rate of \_\_\_\_% per annum and CUSIP #] (herein, the “Investor Bonds”).

The undersigned acknowledges that the Bonds were issued by the Avenir Community Development District (herein, the “Issuer”) for the purpose of providing a portion of the funds necessary to finance the acquisition and construction of certain public infrastructure described in the herein defined Offering Document. The undersigned further acknowledges that the Bonds, which include the Investor Bonds, are secured under that certain Master Trust Indenture, dated as of May 1, 2018 (the “Master Indenture”) and a Ninth Supplemental Trust Indenture dated as of January 1, 2023 (“Second Supplement” and, collectively with the Master Indenture, the “Indenture”), between the Issuer and Regions Bank, as trustee (the “Trustee”), which creates a security interest in the trust estate described therein (the “Security”) for the benefit of the Owners of the Bonds.

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an “accredited investor” as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the “Securities Act”) summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and

other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

☐ a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company, business development company, small business investment company; or rural business investment company;

☐ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of \$5 million;

☐ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding \$5 million;

☐ a business in which all the equity owners are “accredited investors”;

☐ a natural person who has individual net worth, or joint net worth with the person’s spouse or spousal equivalent, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;

☐ a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;

☐ a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person;

☐ an entity, of a type other than those set forth above, that owns investments in excess of \$5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;

☐ a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for “accredited investor” status;

☐ a “family office” with at least \$5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or

☐ a “family client” of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor Bonds are being acquired by the Investor for investment and not with a present view to, or for resale in connection with, any distribution of the Bonds.

4. The Investor understands that the Bonds are not registered under the Securities Act and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service and (d) will be delivered in a form which is not readily marketable.

5. The Investor understands that (a) the Bonds are not secured by any pledge of any moneys received or to be received from any taxation by the Issuer, State of Florida or any political subdivision thereof, (b) the Bonds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Issuer, the State of Florida or any political subdivision thereof; and (c) the liability of the Issuer with respect to the Bonds is limited to the Security as set forth in the Indenture.

6. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2023 of the Issuer and relating to the Bonds (the “Offering Document”) and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Name], [Type of Entity]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Or

\_\_\_\_\_  
[Name], an Individual

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## RESOLUTION NO. 2022-15

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS (ASSESSMENT AREA THREE); INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT FOR ASSESSMENT AREA THREE; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, the Board of Supervisors (“Board”) of the Avenir Community Development District (“District”) hereby determines to construct and/or acquire certain public improvements set forth in the *Fourth Amendment to the Fifth Supplemental Engineer’s Report – Assessment Area Three*, prepared by Ballbe & Associates, and dated October 17, 2022, as amended from time to time (the “Engineer’s Report”), which Engineer’s Report is incorporated by reference as part of this Resolution, and in the plans and specifications, all of which are available for review at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “Improvements”);

**WHEREAS**, the District is empowered by Chapters 170, 190 and 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy, and collect the Assessments (as defined below);

**WHEREAS**, the Board finds that it is in the best interest of the District to pay the cost of the Improvements by imposing, levying, and collecting special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (the “Assessments”);

**WHEREAS**, the District hereby determines that benefits will accrue to the property improved within Assessment Area Three, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in the District’s *Master Special Assessment Methodology Report – Infrastructure Project Special Assessment Bonds for Assessment Area Three*, dated December 15, 2022, as may be amended and supplemented from time to time (the “Assessment Methodology”) attached to this Resolution as Exhibit “A” and incorporated by reference as part of this Resolution and on file in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.



**WHEREAS**, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property improved.

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

**Section 1.** The above recitals are hereby adopted.

**Section 2.** Assessments shall be levied to defray a portion of the cost of the Improvements (herein the "Assessment Area Three Improvements").

**Section 3.** The nature of the Assessment Area Three Improvements generally consists of surface water management and drainage system, including related land acquisition, master drainage system and drainage pump station, wastewater collection/transmission system, water distribution system, roadways including related land acquisition, open space and recreation areas, including land acquisition, landscaping, irrigation, entrance features, hardscapes, conservation area mitigation, and other related improvements, all as described more particularly in the Engineer's Report and in the plans and specifications on file in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, which Engineer's Report and plans and specifications are by specific reference incorporated herein and made a part hereof.

**Section 4.** The general location of these Assessment Area Three Improvements are located approximately within and benefit the western 128.55 +/- acres of the District, which District totals approximately 2427.5 acres located approximately one (1) mile east of Pratt-Whitney Road on the North Side of Northlake Boulevard.

**Section 5.** The estimated cost of the Assessment Area Three Improvements is approximately \_\_\_\_\_ (hereinafter referred to as the "Estimated Cost").

**Section 6.** The Assessments will defray approximately \_\_\_\_\_ which includes a portion of the Estimated Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency.

**Section 7.** The manner in which the Assessments shall be apportioned and paid is contained within the Assessment Methodology. Initially, the Assessments will be levied on a per acre basis since the Assessment Area Three Improvements increase the value of all the lands within Assessment Area Three of the District. On and after the date the benefited lands within Assessment Area Three of the District are specifically platted, the Assessments will be levied on a per unit basis. Until such time that all benefited lands within the District are specifically platted, the manner by which the Assessments will be imposed shall be a combination of a per acre basis and a per unit basis all in accordance with the methodology set forth in attached Exhibit "A."

**Section 8.** The Assessments shall be levied on those lots and lands within Assessment Area Three within the District, as described in the Assessment Methodology, which are adjoining and contiguous or bounding and abutting upon the Assessment Area Three Improvements or specially benefited thereby and further designated on the assessment plat referenced below.

**Section 9.** There is on file in the offices of Special District Services, Inc. located at 2501A

Burns Road, Palm Beach Gardens, Florida 33410 an assessment plat showing the area (Assessment Area Three) to be assessed and which is also described in the Assessment Methodology, with the plans and specifications describing the Assessment Area Three Improvements and the Estimated Cost, which shall be open to inspection by the public.

**Section 10.** The District Manager is hereby authorized and directed to cause to be made a preliminary assessment roll, as promptly as possible, which shall show the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment is divided.

**Section 11.** Commencing with the year in which the District incurs obligations for the payment of a portion of the Estimated Cost of the Assessment Area Three Improvements are acquired and constructed by the District, the Assessments shall be paid in not more than thirty (30) annual installments payable (excluding any capitalized period) at the same time and in the same manner as are ad-valorem taxes and as prescribed by Chapter 197, Florida Statutes; provided; however, that in the event the non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or the District determines not to utilize the provisions of Chapter 197, F.S., the Assessments may be collected as is otherwise permitted by law.

**Section 12.** Upon completion of the preliminary assessment roll, the Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Assessment Area Three Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

**Section 13.** Pursuant to Section 170.05, Florida Statutes, the District Manager is hereby directed to cause this resolution to be published twice in a newspaper of general circulation within Palm Beach County.

**PASSED, ADOPTED and EFFECTIVE** this 15<sup>th</sup> day of December, 2022.

**ATTEST:**

**AVENIR  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

## **RESOLUTION NO. 2022-16**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD AT 12:30 P.M. ON JANUARY 26, 2023, AT THE OFFICES OF SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, FLORIDA 33410, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY (ASSESSMENT AREA THREE) WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 190, F.S., 170, F.S., AND 197, F.S**

**WHEREAS**, the Board of Supervisors (“Board”) of the Avenir Community Development District (“District”) has adopted Resolution No. 2022-15 (the “Initial Assessment Resolution”), for implementing the limits, definitions, purpose, intent, location, nature and estimated cost of the Improvements, as defined in the Initial Assessment Resolution, to be partially defrayed by certain non-ad valorem special assessments on certain benefited properties, referred to as Assessment Area Three, within the boundaries of the District; and

**WHEREAS**, the Initial Assessment Resolution provides for the portion of the estimated cost of the Improvements to be defrayed by the Assessments, as defined in the Initial Assessment Resolution, and provides further for the manner in which such Assessments shall be levied, when the levy shall occur, and setting forth and designating the lands upon which the Assessments shall be levied, providing for an assessment plat, the preparation of a preliminary assessment roll, and related matters; and

**WHEREAS**, the Initial Assessment Resolution further provides for notice and conduct of a public hearing to consider the advisability and propriety of the Assessments and the related infrastructure Improvements; and

**WHEREAS**, pursuant to the Initial Assessment Resolution a preliminary assessment roll has been prepared and all of the conditions precedent (as set forth in applicable provisions of Chapter 190, F. S., 170, F.S. and 197, F.S., pertaining to the notice and conduct of the aforementioned Public Hearing) have been satisfied and all related documents are available for public inspection in the offices of 2501A Burns Road, Palm Beach Gardens, Florida 33410.

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

**Section 1.** The above recitals are hereby adopted.

**Section 2.** There is hereby declared to be a public hearing to be held on January 26, 2023 at 12:30 p.m., at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, for the purpose of hearing questions, comments and objections to the proposed Assessments and the related infrastructure Improvements as described in the preliminary assessment roll, a copy of which is available for public inspection in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida, 33410. Affected persons may either appear at the hearing or submit their written comments prior to the

meeting to the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida, 33410.

**Section 3.** Notice (substantially in the form attached hereto as Exhibit A) of said hearing shall be advertised in accordance with Chapters 170, 190, and 197 Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Palm Beach County (by two publications one week apart with the last publication at least one week prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all Assessments.

**PASSED, ADOPTED and EFFECTIVE** this 15<sup>th</sup> day of December, 2022.

**ATTEST:**

**AVENIR  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

## **EXHIBIT A**

### **NOTICE OF HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS (ASSESSMENT AREA THREE)**

Notice is hereby given that the Board of Supervisors (the “Board”) of the Avenir Community Development District (the “District”), located in Palm Beach Gardens, Florida, will conduct a public hearing to levy non-ad valorem special assessments against certain properties within the boundaries of the District. The general location of these Assessment Area Three Improvements is located approximately within the western 128.55 +/- acres of the District, which District totals approximately 2,427.5 acres located approximately one (1) mile east of Pratt-Whitney Road on the North Side of Northlake Boulevard.

The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the Improvements generally consists of surface water management and drainage system, including related land acquisition, master drainage system and drainage pump station, wastewater collection/transmission system, water distribution system, roadways including related land acquisition, open space and recreation areas, including land acquisition, landscaping, irrigation, entrance features, hardscapes, conservation area mitigation, and other related improvements, all as described more particularly in the Fourth Amendment to the Fifth Supplemental Engineer’s Report – Assessment Area Three, dated October 17, 2022, prepared by Ballbe & Associates, and in the plans and specifications on file in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “Improvements”). A description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained by all persons interested in the offices of Special District Services, Inc. 2501A Burns Road, Palm Beach Gardens, Florida 33410.

A public hearing to receive comments from affected property owners as to the propriety and advisability of making such Improvements, as to the cost thereof as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held on January 26, 2023, at 12:30 p.m. at the offices of Special District Services, Inc. 2501A Burns Road, Palm Beach Gardens, Florida 33410.

All affected property owners have a right to appear at the public hearing. Actions taken by the Board at this public hearing, or as the hearing may be continued, in adopting a final assessment resolution shall be the final adjudication of the subject presented, including the levy of the non-ad valorem special assessments, the ascertainment and declaration of special benefits peculiar to the property, the fairness and reasonableness of the duty to pay and the rate of assessment, unless proper steps are initiated in a court of competent jurisdiction within ten (10) working days of the date of Board action at the hearing.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing, such persons will need a record of the proceedings and for such purpose said person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days notice prior to the proceeding. Please contact the District Manager at (561) 630-4922 or toll free at (877) 737-4922 for assistance. If hearing impaired, telephone the Florida Relay Service (800) 955-8771 (TDD) for assistance.

**CONSIDER APPROVAL OF  
ANCILLARY BOND DOCUMENTS**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

**fmsbonds**  
**Municipal Bond Specialists**

20660 W. Dixie Highway  
North Miami Beach, FL 33180

December 1, 2022

Avenir Community Development District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach, Florida 33410  
Attn: Mr. Todd Wodraska

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Wodraska:

Thank you for the opportunity to work with the Avenir Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2023 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)<sup>1</sup> (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

**FMSbonds, Inc.**

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).



## **ATTACHMENT I**

**Section 1     Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

**Section 2     Terms and Conditions:**

1. Underwriter Fee (“Underwriting Fee”). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 1.5% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:



- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
  - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
  - c) the offering memorandum will comply with all applicable laws and regulations;
  - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
  - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.



## ATTACHMENT II

**MSRB Rule G-17 Disclosure** --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.



Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

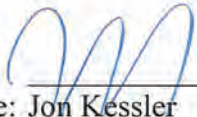
If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By:   
Name: Jon Kessler  
Title: Executive Director



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

Celebrating  
**35**  
years

Engineering EB0003591  
Surveying LB0003591  
Landscape Architecture LC0000318

November 14, 2022

Proposal #11-22-076

Ms. Virginia Cepero  
Avenir Community Development District  
550 Biltmore Way, Suite 1110  
Coral Gables, FL 33134

**Re: Agreement for professional Agreement for professional services relating to the  
"AVENIR LIFT STATIONS #13 AND 14 - SUA EASEMENTS" project located  
in the City of Palm Beach Gardens, Palm Beach County, Florida.**

Dear Ms. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR LIFT STATIONS #13 & 14 - SUA EASEMENTS". The scope of this agreement is to provide professional Surveying services of the subject property.

#### **SCOPE OF SERVICES**

**1). SKETCH OF DESCRIPTION FOR AVENIR LIFT STATION #6 –  
SUA EASEMENTS**

Consultant shall prepare three sketches and legal descriptions for the proposed Lift Stations #13 and 14, in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Lift Station 13 & 14 Easement Fee...\$660.00  
Access Easements Fee..... \$760.00  
Utility Easements Fee..... \$660.00

Temporary Access Easements Fee..... \$760.00  
Temporary Utility Easements Fee..... \$660.00



## 2). MISCELLANEOUS SERVICES

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

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

## 3). GENERAL PROVISIONS

- A. The terms of this agreement shall be effective for one (1) year from the date of execution of this contract and may be renegotiated at the option of the Consultant.
- B. Receipt of this agreement (signed by all parties) shall be considered by Caulfield & Wheeler, Inc. as notice to proceed.
- C. Statements for the professional services rendered by Caulfield & Wheeler, Inc. under this agreement will be invoiced monthly based on a work-in-progress or completed basis and payment is due upon the Client's receipt of the invoice or statement. Invoices not paid within 60 days of the date of the invoice shall be deemed delinquent. Upon any invoice or statement becoming delinquent, Caulfield & Wheeler, Inc. may:
  1. Deem this agreement terminated. Caulfield & Wheeler, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or



2. Withhold all work product of Caulfield & Wheeler, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements is received; file lien against the property for all outstanding invoices.

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

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

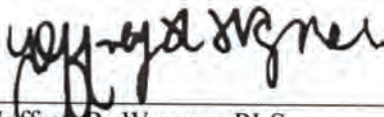
- D. The Client shall be responsible for the payment of all reimbursable items (i.e. blueprints, printing, Engineering mylars, plat mylars, authorized travel, filing fees, permits, assessments, or governmental related fees).
- E. The obligation to provide further services under this agreement may be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

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

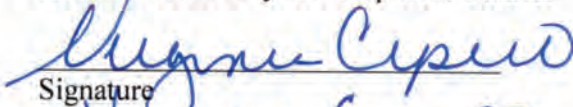
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Proposal #11-22-076  
Avenir Community Development District

This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,  
Caulfield & Wheeler, Inc.

  
\_\_\_\_\_  
Jeffrey R. Wagner, PLS  
Vice President

Accepted by:  
Avenir Community Development District

  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

11/15/2022





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

Celebrating  
**35**  
years

Engineering EB0003591  
Surveying LB0003591  
Landscape Architecture LC0000318

December 5, 2022

Proposal #12-22-009

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

**Re: Agreement for professional Agreement for professional services relating to the  
"AVENIR POD 15 - LAKE INTERCONNECT EASEMENTS" project located in  
the City of Palm Beach Gardens, Palm Beach County, Florida.**

Dear Mrs. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR POD 15 - LAKE INTERCONNECT EASEMENTS". The scope of this agreement is to provide professional Surveying services of the subject property.

### **SCOPE OF SERVICES**

**1). SKETCH OF DESCRIPTION FOR THE POD 15 - LAKE INTERCONNECT EASEMENTS (22 Total Easements)**

Consultant shall prepare a sketch and legal description for the proposed Pod 15 Lake Interconnect, in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Fee.....\$4,620.00

**2). MISCELLANEOUS SERVICES**

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

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

### 3). GENERAL PROVISIONS

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



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

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

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

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Avenir Community Development District

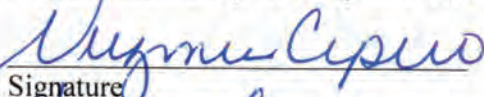
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,  
Caulfield & Wheeler, Inc.



David P. Lindley, PLS  
Senior Vice President

Accepted by:  
Avenir Community Development District



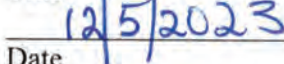
Signature



Print Name



Title



Date

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## **LICENSE AGREEMENT FOR INSTALLATION OF LAKE FOUNTAINS**

**THIS LICENSE AGREEMENT** (the “Agreement”) is made and entered into this 8th day of December, 2022 (the “Effective Date”), by and between:

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

**PALM BEACH WEST ASSOCIATES V, LLLP**, a Florida limited partnership, whose address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the “Licensee”)

**WHEREAS**, the District is the owner of Lake Tracts W1 through W15 (the “Lakes” or “Licensed Property”), as described on the plat for AVENIR – POD 15, as recorded in Plat Book 134, Pages 179 through 195 in the Public Records of Palm Beach County, Florida (the “Plat”), which Plat is incorporated herein by reference; and

**WHEREAS**, the Licensee desires to install twenty-five (25) fountains along with required electrical facilities and appurtenances (collectively, the “Improvements”) in the fifteen (15) Lakes, and will further fund any and all costs and expenses arising out of the design, purchase, installation, permitting, and conveyance of the Improvements, including any costs associated with restoration or damages and operational costs (until conveyance), as provided herein; and

**WHEREAS**, it is necessary for the Licensee to enter into a license agreement with the District, as Licensor to enter onto the Lakes to complete the Improvements; and

**WHEREAS**, the District and the Licensee have determined that such a license agreement will be to the mutual benefit of the District, the Licensee and the future residents and landowners of those lands situated within the boundaries of the Plat.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein expressed and the faithful performance of the same, the parties mutually agree as follows:

### **SECTION 1. RECITALS AND FINDINGS**

1.01 The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

### **SECTION 2. TERM**

2.01 This Agreement shall be effective upon the Effective Date, provided that Licensee is the owner of those developable lands within the Plat (other than the Lakes) and unless this Agreement



is otherwise terminated pursuant to Section 7 hereof, shall continue for a period three (3) years or until all the Improvements described herein have been completed and conveyed by Licensee to the District, as provided herein, whichever is sooner. If all Improvements are not completed within the two-year term, the term may be extended by the Licensee for an additional one year period, provided Licensee has requested the extension in writing prior to the initial two-year term expiring.

### **SECTION 3. LICENSED PREMISES AND PERMITTED USES**

3.01 District does hereby grant to Licensee the permission to enter upon the Lakes (collectively, the "Licensed Property") for the purposes of installing the Improvements within the Lakes, as follows:

- A. Each fountain shall be accompanied with a minimum 5 horsepower pump and be of substantially similar make, model, and quality to the fountains currently installed throughout the District in other stormwater facilities owned and maintained, or to be owned and maintained by the District;
- B. Each fountain shall include appurtenant lighting and electrical facilities;
- C. The twenty-five (25) fountains and appurtenant improvements contemplated herein shall be installed in the fifteen (15) Lakes in accordance with the Lake Fountain Plan, attached hereto and made a part hereof as Exhibit A (the "Lake Fountain Plan");
- D. Licensee shall be responsible for all permitting, purchasing, and installation of the Improvements;
- E. Licensee shall be responsible for restoration of any District-owned property, including the Lakes, as well as any privately-owned property that is damaged or otherwise altered by Licensee or Licensee's agents performing any service or work in connection with the Improvements; and
- F. Licensee shall be responsible for the care, protection and condition of all work associated with the Improvements and shall make good at Licensee's own costs any damage or injury occurring from any cause arising out of Licensee's negligence, acts, or omissions, or the negligence, acts or omissions of Licensee's agents, including, but not limited to contractors and subcontractors performing any service or work in connection with the Improvements.

3.02 District and Licensee agree that any change to the design, placement and type of construction of the Improvements from that specified in Section 3.01 hereof shall be in the sole discretion of District, subject to permitting by the City of Palm Beach Gardens (the "City"). The required Improvements to be completed by the Licensee shall be performed in accordance with this Agreement. Licensee acknowledges that it does not have a right to grant a lien on the licensed property (the Lakes). Licensee shall timely pay any and all costs associated with the Improvements.

3.03 Prior to commencement of any project associated with the Improvements, the Licensee must obtain the required permits from the City and Palm Beach County, if necessary. The District shall assist Licensee in connection with the securing of the necessary permits for the Improvements, which assistance shall be limited to executing permit applications and associated documentation within five (5) business days of being presented with the same for review and

execution. The District Manager of the District (currently Jason Pierman, Special District Services, Inc.) and the Chair of the District Board of Supervisors (currently Virginia Cepero) are authorized to execute such documentation on behalf of the District, provided the same has first been reviewed by District Counsel of the District.

3.04 Upon the completion of the Improvements, inspection of the Improvements by the District Engineer of the District, verification that the applicable permits associated with the Improvements have been closed out with the City by the Licensee or its agent, and verification that any damages arising out of the Improvements have been restored or otherwise reimbursed to the District, the Licensee shall donate and convey the Improvements to the District and provide the District with a bill of sale describing the Improvements to be conveyed, accompanied by a no lien affidavit, each in a form acceptable to District Counsel of the District. Further, all warranty information, plans, and specifications for the Improvements shall be included before the District accepts the conveyance of the Improvements, or any portion thereof. Evidence of District's acceptance of the Improvements, or any portion thereof, shall be the execution of the bill of sale instrument by the District Manager of the District or Chair of the District Board of Supervisors. The Improvements may be conveyed as the Improvements for a particular Lake, as detailed in the Lake Fountain Plan, are completed and the conditions of this section are otherwise satisfied.

3.05 Licensee hereby covenants and agrees to occupy and use the Lakes only for the purpose of installing and maintaining the Improvements and for no other purposes.

3.05 Should this Agreement be terminated for any reason, the Licensee hereby acknowledges that should the District be required to repair or complete the work, the Licensee shall be solely responsible for all costs and expenses associated with the repair and/or completion of the work.

#### **SECTION 4.            CONSIDERATION AND MAINTENANCE**

4.01 Consideration: Licensee acknowledges and agrees that it is fully responsible for all costs associated with the Improvements.

4.02 Maintenance: The District acknowledges and agrees that it is the party responsible for the ongoing maintenance and all costs and expenses associated with the maintenance of all Improvements, provided that the Improvements have been completed, conveyed to, and accepted by the District pursuant to Section 3.02 of this Agreement. Licensee shall be responsible for all maintenance costs, including electric costs, until such time as the Improvements, or such portion thereof, have been conveyed to and accepted by the District.

4.03 Alterations: Except as designated in this Agreement, the Licensee shall not make any alterations, additions or improvements to the Licensed Property without the prior written consent of the District.

#### **SECTION 5.            INDEMNIFICATION**

5.01 Licensee agrees to indemnify and hold harmless District and all its officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property arising out of



Licensee's negligence or Licensee's failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names District as a party defendant, District shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein.

## **SECTION 6.        INSURANCE**

6.01    The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law.

**6.02    THE CONTRACTOR(S) (EACH, A "CONTRACTOR") HIRED BY THE LICENSEE TO MAKE THE IMPROVEMENTS DETAILED IN THIS AGREEMENT AND ANY OTHER PROJECT APPROVED BY THE DISTRICT IN ACCORDANCE WITH THIS AGREEMENT, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN WITH RESPECT TO THE IMPROVEMENTS, LICENSEE AND CONTRACTOR, SHALL SUBMIT TO DISTRICT COPIES OF ITS REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF LICENSEE AND THE CONTRACTOR.**

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

6.03    Licensee shall require Contractor to procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability:

(a)    Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

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



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

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

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

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

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

6.07 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

6.08 Any contractor retained by the Licensee to perform work at the subject property shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

6.09 The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the District is named as an additional insured shall not be applicable to the District.

6.10 Each party shall provide written notice of occurrence to the other within fifteen (15) working days of that party's actual notice of such an event.

6.10 Violation of the terms of this Section and its sub-parts shall constitute a breach of the Agreement, and District, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the Licensee in this Agreement shall thereupon cease and terminate.

## **SECTION 7. TERMINATION**

7.01 Licensee may terminate this Agreement with or without cause by providing District with at least one hundred twenty (120) calendar days' written notice.

7.02 District may terminate this Agreement for cause in accordance with the provisions of Section 8 hereof.

## **SECTION 8. DEFAULT**

8.01 The failure of Licensee to observe or perform any of the covenants, conditions or provisions of this Agreement shall constitute a material breach of this Agreement by Licensee where such failure continues for a period of thirty (30) calendar days after written notice thereof from District to Licensee, provided however, that if the nature of Licensee's default is such that more than thirty (30) calendar days are reasonably required for its cure, Licensee shall not be deemed to be in default if Licensee commences such cure within said thirty (30) calendar day period and thereafter diligently pursues such cure to completion.

8.02 In the event of any uncured default or breach by Licensee, District may at any time thereafter, without notice or demand and without limiting District in the exercise of any right or remedy which District may have by reason of such default or breach terminate Licensee's right to use and possession of the Lakes by any lawful means and retake possession thereof.

## **SECTION 9. SEVERABILITY**

Should any part, term, or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

## **SECTION 10. ASSIGNMENT**

District shall not assign, transfer, sublet or subject this Agreement or its rights, title, or interest thereupon without the District's prior written approval.

## **SECTION 11. GOVERNING LAW AND VENUE**

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

## **SECTION 12. CONSTRUCTION OF AGREEMENT**

The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural

and all words in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

**SECTION 13.**            **ENTIRE AGREEMENT, NO ORAL MODIFICATION**

This Agreement represents the entire and integrated agreement between Licensee and District and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement may only be amended by written instruments signed by both District, through its Board of Supervisors, and Licensee, through its authorized representative and may include other services only if directly related to the intent and scope of this Agreement. The failure of a party to insist on strict performance of any terms of this Agreement shall not be construed as a waiver and relinquishment for the future of any term, condition or election but the same shall remain in full force and effect.

**SECTION 14.**            **CONFLICT OF INTEREST**

14.01 Licensee covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with District. Licensee further covenants that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of the Licensee or its agents and employees must be disclosed in writing to District.

14.02 Licensee is aware of the conflict of interest laws and Chapter 112, Florida Statutes (2019), as amended, and agrees that it will comply in all respects with the terms of said laws.

14.03 Licensee warrants that they have not employed or retained any person employed by District to solicit or secure this Agreement, and that they have not offered to pay, paid, or agreed to pay, any public official or person employed by the District any fee, commission, percentage, brokerage fee, or gift of any kind contingent or resulting from the award of this Agreement.

**SECTION 15.**            **NOTICES**

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

Licensee:            Larry Portnoy, Vice President  
Palm Beach West Associates V, LLLP  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323

Copy to:            Steven M. Helfman, Esq.  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323



District: Jason Pierman, District Manager  
Avenir Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Copy to: Michael J. Pawelczyk, Esq.  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
Las Olas Square, Suite 600  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

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

**SECTION 16.**      **LICENSE NOT A LEASE**

This License shall not be deemed a lease of the facilities by the Avenir Community Development District but rather a license granted to Licensee by the Avenir Community Development District to use and occupy the premises under the terms and conditions stated herein.

[THE REMINDER OF THIS PAGE INTENTIONALL LEFT BLANK]

**IN WITNESS WHEREOF**, the AVENIR COMMUNITY DEVELOPMENT DISTRICT AND PALM BEACH WEST ASSOCIATES V, LLLP have caused these presents to be executed in their respective names, by the proper officials, the day and year first above written.

**AVENIR COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
Jason Pierman, Secretary

\_\_\_\_\_  
Virginia Cepero, Chair  
Board of Supervisors

Dated: December \_\_\_\_, 2022

**LICENSEE:**

**PALM BEACH WEST ASSOCIATES V,  
LLLP**, a Florida limited liability partnership

By: **PALM BEACH WEST V  
CORPORATION**, its General Partner

WITNESSES:

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

By: \_\_\_\_\_

Print name: \_\_\_\_\_

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

Dated: December \_\_\_\_, 2022



**MAINTENANCE AGREEMENT**  
**(Avenir – Pod 15 )**

This Maintenance Agreement (this “Agreement”) is made and entered into this 8<sup>th</sup> day of December, 2022 (the “Effective Date”), by and between:

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

**AVENIR - POD 15 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the “Association”).

**RECITALS:**

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

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

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

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

**1.0 Recitals**

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

**2.0 Association’s Performance of Maintenance Services**

The District and the Association hereby agree, as follows:

- (A) the Association shall provide, and be responsible for all costs that are associated with or arise out of, the landscape, irrigation, and maintenance services and materials as

set forth in the attached Exhibit “D” (the “Maintenance Services”) for the Improvements within the District Property;

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the Association;

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities’ and agencies’ permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Palm Beach County, Florida; and (e) City of Palm Beach Gardens, Florida;

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvements or in the real property where each Improvement is located, except to the extent reasonably necessary, on a temporary basis, for the Association to perform its obligations under this Agreement;

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement;

(F) the Association shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget that is adopted in accordance with Chapter 720, Florida Statutes and shall collect said costs from its members pursuant to Chapter 720, Florida Statutes and the Association’s governing documents;

(G) the Association shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, “Applicable Laws”), arising in connection with the Association’s failure to perform the Maintenance Services in the manner required under this Agreement. Any fines, penalties or other costs imposed against the District for such violations shall immediately be paid by Association within fifteen (15) business days of



Association's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. Association shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to Association's performance of this Agreement, however, the District shall notify the Association of any changes to any Applicable Laws within a reasonable period of time of the District's actual knowledge of such changes;

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

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

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

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

### **4.0 Emergency Intervention by the District**

In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by the District in its reasonable discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the Association and if the Association does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Agreement:

(A) the provision of any of the Maintenance Services; and

(B) the removal, modification, relocation, or replacement, as the case may be and in the District's reasonable discretion, of one or more of the Improvements.

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

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

#### **5.0 Default, Remedies, and District Expenditures.**

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

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

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

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

## **6.0 Indemnification.**

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

## **7.0 Insurance.**

(A) The Association shall individually maintain, and require any contractor hired by the Association to perform the Maintenance Services ("Contractor") to maintain, throughout the term of this Agreement, commercial general liability insurance in with minimum limits of of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

**(B) THE ASSOCIATION AND, IF APPLICABLE, ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM THE MAINTENANCE SERVICES, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT EVIDENCE OF ITS REQUIRED**

**COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF ASSOCIATION OR CONTRACTOR, AS THE CASE MAY BE.**

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

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

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

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

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

**8.0 Term of Agreement.**

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on October 1st of said 5th year, unless the Association provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, either party may, in its sole discretion, terminate this Agreement at any time (including at any time during which the Association may be in default under this

Agreement) for any reason or no reason by providing at least sixty (60) days written notice to the other party of its intent to terminate this Agreement pursuant to this provision.

## **9.0 Miscellaneous Provisions.**

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

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

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

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

**AS TO THE ASSOCIATION:** Avenir - Pod 15 Neighborhood Association, Inc.  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323  
Attn: Larry Portnoy

**With a copy to:** Steven M. Helfman, Esq.  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(P) **Records:**

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

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

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

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

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

*[SIGNATURE PAGES FOLLOW]*



*[Signature Page to Maintenance Agreement]*

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

ATTEST:

**DISTRICT:**

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

By: \_\_\_\_\_

Name: Virginia Cepero

Title: Chairperson, Board of Supervisors

\_\_\_\_\_  
Secretary/Assistant Secretary

Date: December 8, 2022

*[Signature Page to Maintenance Agreement]*

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

**ASSOCIATION:**

**AVENIR – POD 15 NEIGHBORHOOD  
ASSOCIATION, INC.**, a Florida corporation not  
for profit

By: \_\_\_\_\_  
Name: Manuel M. Mato  
Title: President

Date: December 8, 2022

## **EXHIBIT “A”**

### **DESCRIPTION OF DISTRICT PROPERTY**

Tracts “LM1” to “LM15”, inclusive, Avenir – Pod 15, according to the plat thereof recorded in Plat Book 134, Page 179, of the Public Records of Palm Beach County, Florida.

## **EXHIBIT “B”**

### **WATER MANAGEMENT TRACT**

Tracts “W1” to “W15”, inclusive, Avenir – Pod 15, according to the plat thereof recorded in Plat Book 134, Page 179, of the Public Records of Palm Beach County, Florida.

## **EXHIBIT “C”**

### **DESCRIPTION OF IMPROVEMENTS**

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

## **EXHIBIT “D”**

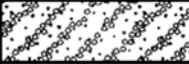

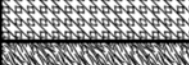

### **DESCRIPTION OF MAINTENANCE SERVICES**

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

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

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

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

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

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

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**LAKE INTERCONNECT EASEMENT**

[AVENIR – POD 15]

THIS LAKE INTERCONNECT EASEMENT (this “**Easement**”) is entered into as of the 8<sup>th</sup> day of December, 2022, (the “**Effective Date**”) by and between **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company (“**Avenir**”), whose mailing address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) whose mailing address is c/o Special District Services, 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410. Avenir and the District are hereinafter referred to collectively as the “**Parties**”, and each individually is a “**Party**”.

**W I T N E S S E T H:**

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

**WHEREAS**, the District has ownership of, or maintenance responsibility with respect to, certain water management tracts legally described as Tracts “W1” through “W15”, AVENIR – POD 15, according to the Plat thereof, recorded in Plat Book 134, Page 179, of the Public Records of Palm Beach County, Florida (the “**Lake Areas**”); and

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

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

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



2. **Grant of Easement.** Avenir hereby grants to the District, its agents, employees and invitees, a perpetual non-exclusive easement over, under, across, and through the Easement Premises for the purposes of construction, installation, maintenance, operation, repair, and replacement of drainage pipes and related facilities and equipment (collectively, the “**Drainage Facilities**”) to connect the Lake Areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signature pages follow]*

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

In the Presence of:

AVENIR DEVELOPMENT, LLC, a Florida  
limited liability company

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

By: \_\_\_\_\_  
Manuel M. Mato, President

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

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

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

\_\_\_\_\_  
Notary Public – State of Florida

Notary Stamp/Seal:\_\_\_\_\_

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

In the Presence of:

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

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

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

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

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Virginia Cepero, as Chairperson of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who ☒ is personally known to me or who ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida

Notary Stamp/Seal:\_\_\_\_\_

**EXHIBIT “A”**

**Easement Premises**

*[See attached]*

**DESCRIPTION:**

TRACT 0-61 AND TRACT 0-62 TOGETHER WITH A PORTION OF TRACT R2, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 0-61 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 0-61, SOUTH 72°03'37" EAST, A DISTANCE OF 355.12 FEET; THENCE, SOUTH 29°49'08" WEST, A DISTANCE OF 15.33 FEET; THENCE, NORTH 72°03'37" WEST, A DISTANCE OF 348.33 FEET; THENCE, NORTH 04°18'21" EAST, A DISTANCE OF 15.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,276 SQUARE FEET, 0.121 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF S72°03'37"E ALONG THE NORTH LINE OF TRACT 0-61 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 1, 2022.

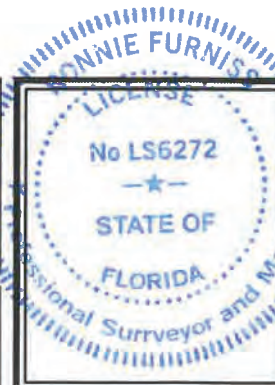
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

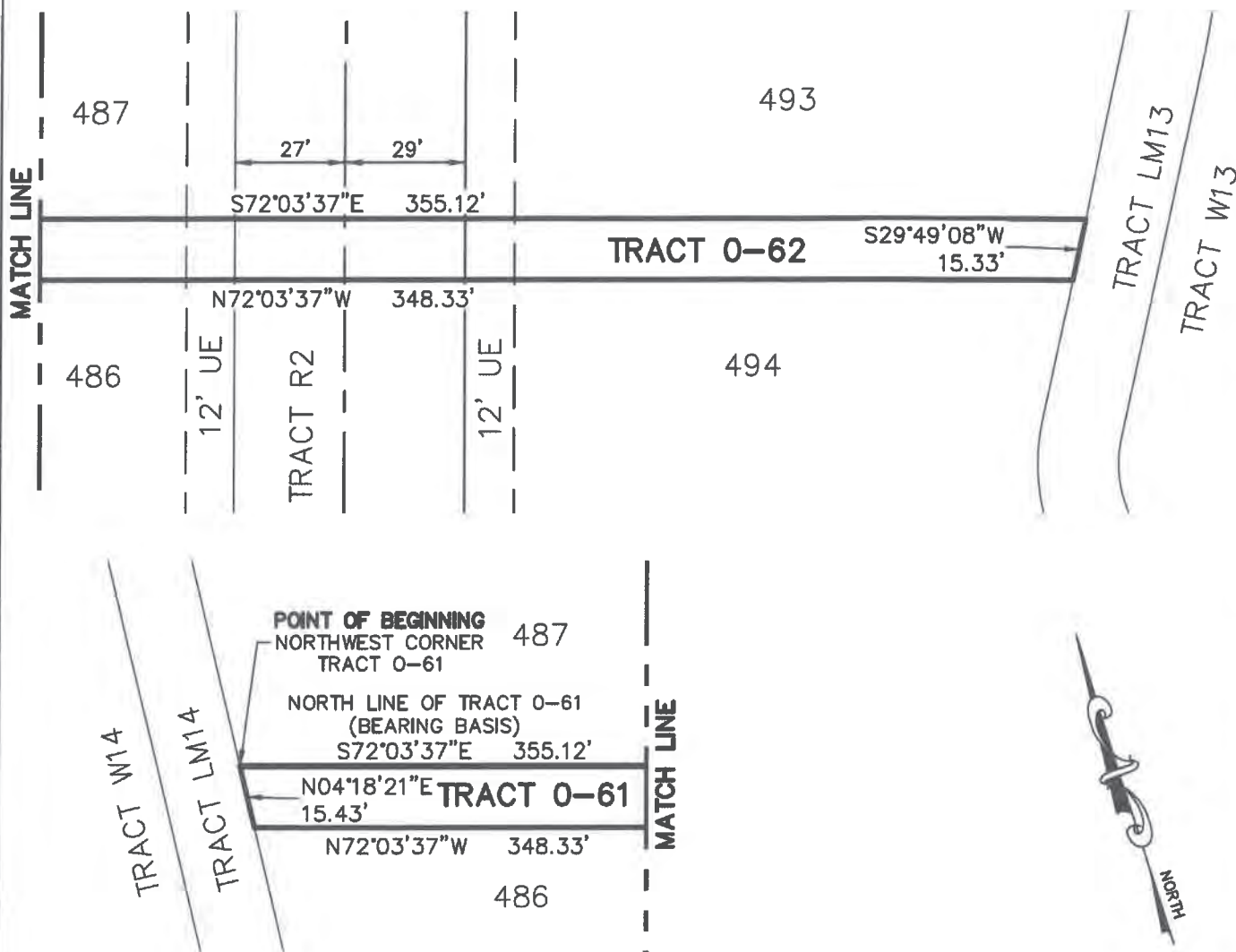


CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION

**SHEET 1 OF 2**

DATE	12/01/22
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



#### LEGEND

UE - UTILITY EASEMENT

#### GRAPHIC SCALE



( IN FEET )

1 INCH = 40 FT.

**SHEET 2 OF 2**



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

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**

DATE 12/01/22

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**DESCRIPTION:**

TRACT 0-46 AND TRACT 0-47 TOGETHER WITH A PORTION OF TRACT R2, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 0-46 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 0-46, SOUTH 62°02'10" EAST, A DISTANCE OF 154.23 FEET; THENCE, SOUTH 37°10'07" EAST, A DISTANCE OF 24.25 FEET; THENCE, SOUTH 62°02'10" EAST, A DISTANCE OF 144.35 FEET; THENCE, SOUTH 27°57'50" WEST, A DISTANCE OF 11.19 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 150.00 FEET, THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°27'23", A DISTANCE OF 3.81 FEET; THENCE, NORTH 62°02'10" WEST, A DISTANCE OF 147.70 FEET; THENCE, NORTH 37°10'07" WEST, A DISTANCE OF 24.25 FEET; THENCE, NORTH 62°02'10" WEST, A DISTANCE OF 150.93 FEET; THENCE, NORTH 27°57'50" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,842 SQUARE FEET, 0.111 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF S62°02'10"E ALONG THE NORTH LINE OF TRACT 0-46 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 1, 2022.

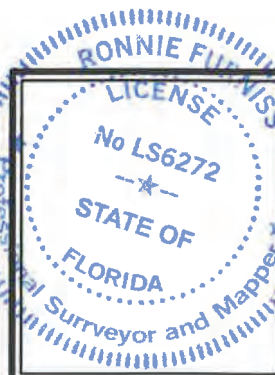
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 1 OF 2**



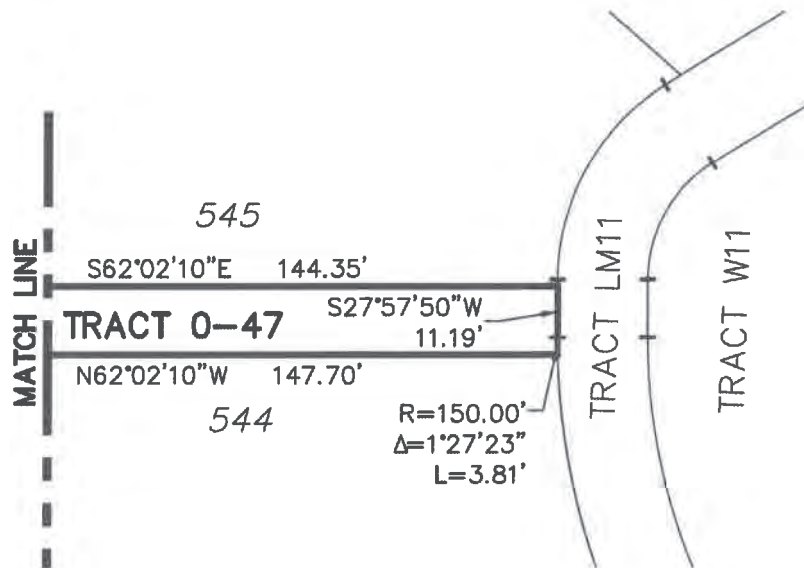
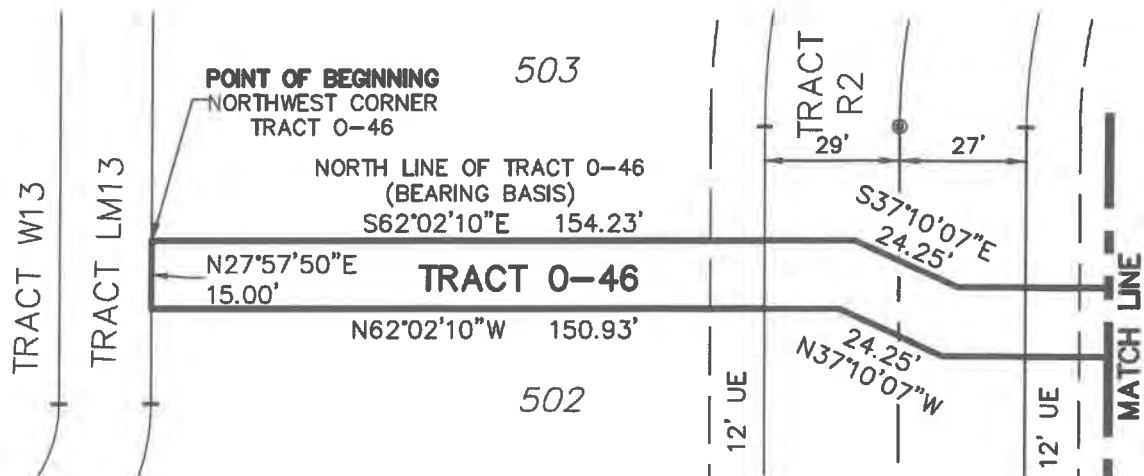
CAULFIELD & WHEELER, INC.  
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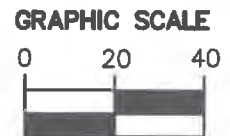
DATE	12/01/22
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**





**LEGEND**  
 L - LENGTH  
 Δ - DELTA (CENTRAL) ANGLE  
 UE - UTILITY EASEMENT  
 R - RADIUS



( IN FEET )  
 1 INCH = 40 FT.  
**SHEET 2 OF 2**



**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
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**AVENIR - POD 15  
 LAKE INTERCONNECT EASEMENT  
 SKETCH OF DESCRIPTION**

DATE	12/01/22
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

TRACT 0-42 TOGETHER WITH A PORTION OF TRACT R2 AND TRACT PARK 3, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 446 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT 0-42, NORTH 39°40'37" EAST, A DISTANCE OF 351.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 150.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 68°28'46" EAST; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°26'03", A DISTANCE OF 27.32 FEET; THENCE, SOUTH 39°40'37" WEST, A DISTANCE OF 341.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1000.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 41°13'11" EAST; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°26'01", A DISTANCE OF 25.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,662 SQUARE FEET, 0.199 ACRES, MORE OR LESS.  
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N39°40'37"E ALONG THE EAST LINE OF TRACT 0-42 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

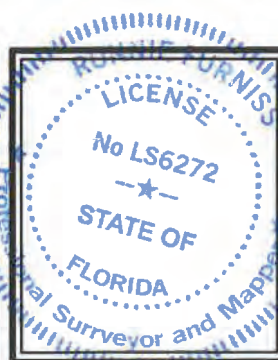
**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 1, 2022.  
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591



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

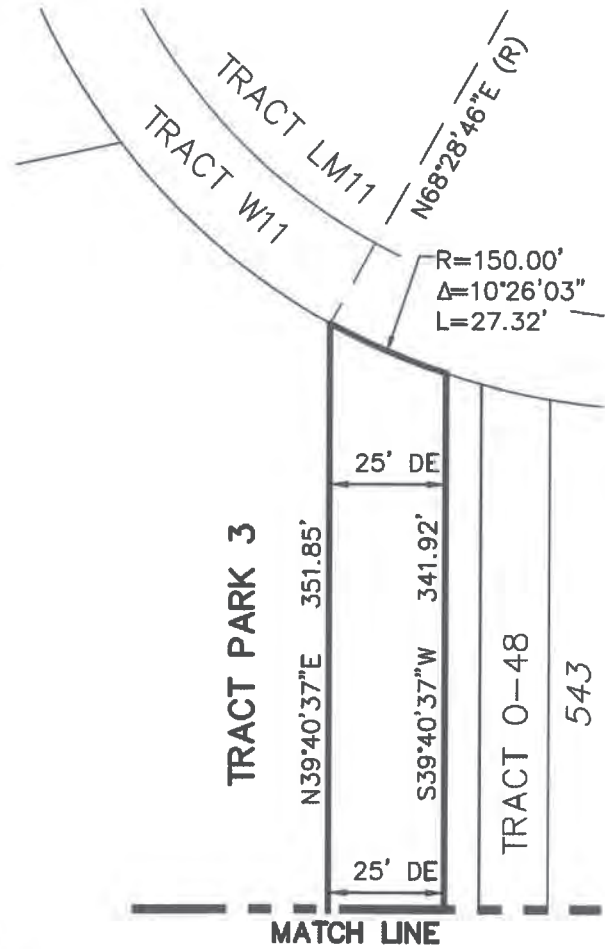
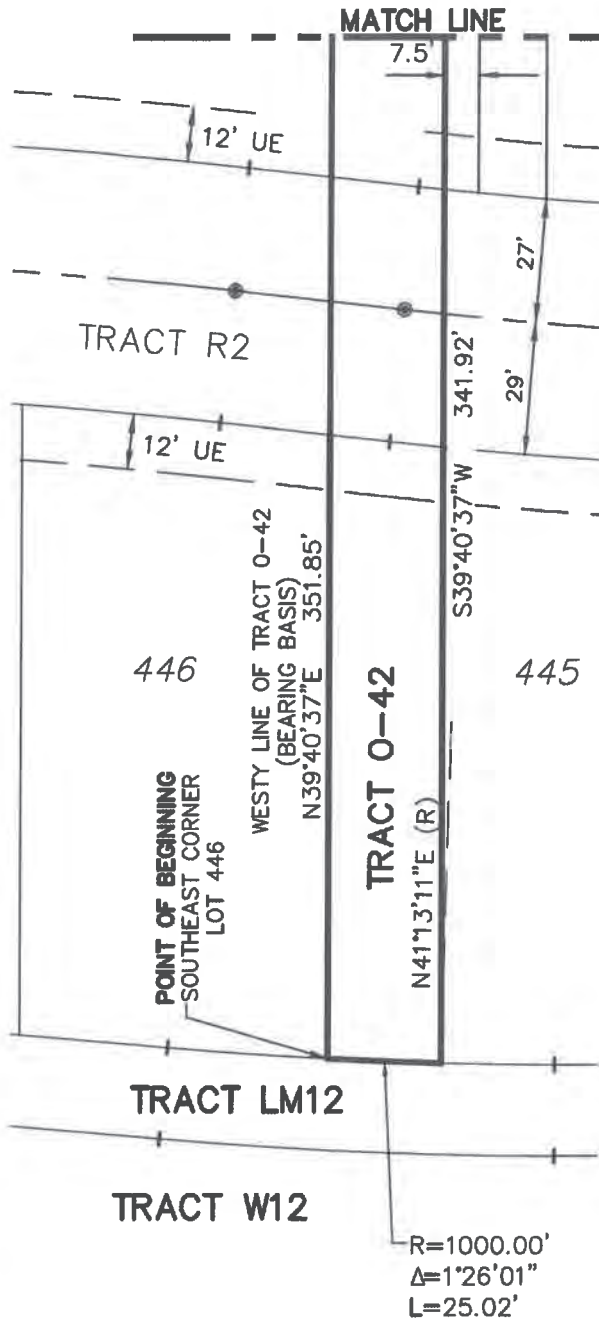
**SHEET 1 OF 2**

DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION

# LEGEND

DE - DRAINAGE EASEMENT  
 L - LENGTH  
 Δ - DELTA (CENTRAL) ANGLE  
 UE - UTILITY EASEMENT  
 R - RADIUS  
 (R) - RADIAL



## GRAPHIC SCALE



( IN FEET )  
 1 INCH = 40 FT.

SHEET 2 OF 2



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AVENIR - POD 15  
 LAKE INTERCONNECT EASEMENT  
 SKETCH OF DESCRIPTION

DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



**DESCRIPTION:**

TRACT 0-134 TOGETHER WITH PORTIONS OF TRACT R2 AND TRACT 0-132, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 0-132 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 0-132, NORTH 78°20'53" EAST, A DISTANCE OF 332.65 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1165.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 83°56'35" WEST; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°59'27", A DISTANCE OF 20.15 FEET; THENCE, SOUTH 05°03'58" EAST, A DISTANCE OF 5.00 FEET; THENCE, SOUTH 78°20'53" WEST, A DISTANCE OF 392.47 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2317.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 76°57'38" EAST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°37'06", A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,278 SQUARE FEET, 0.190 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N78°20'53"E ALONG THE NORTH LINE OF TRACT 0-132 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 1, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

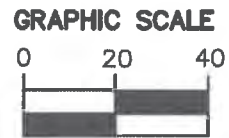
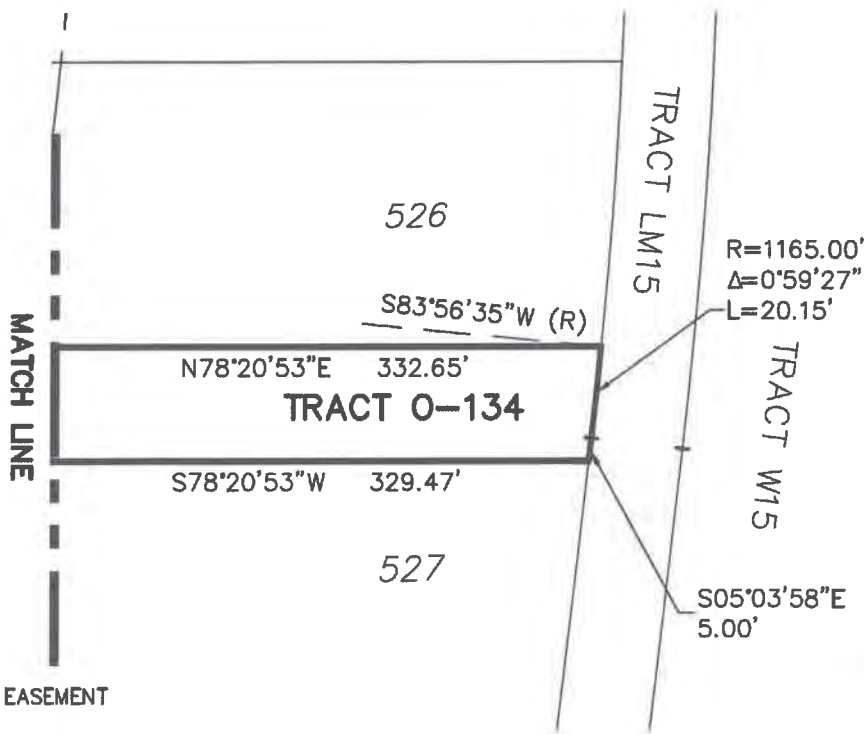
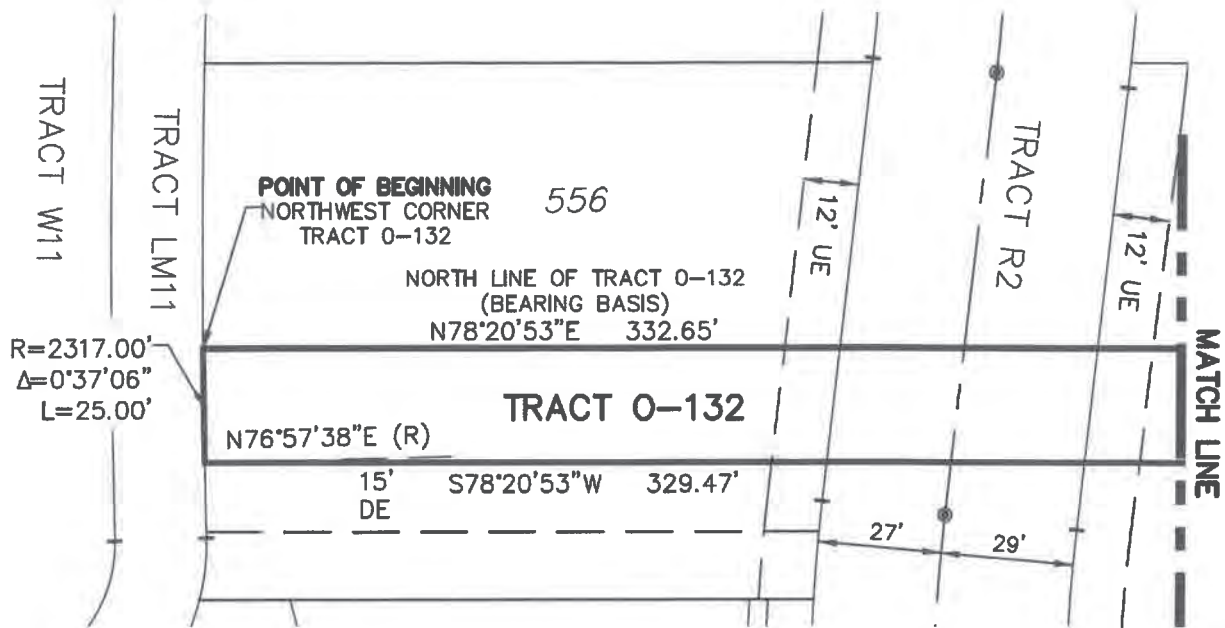


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AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION

**SHEET 1 OF 2**

DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



( IN FEET )  
1 INCH = 40 FT.

**SHEET 2 OF 2**

**LEGEND**

- DE - DRAINAGE EASEMENT
- L - LENGTH
- Δ - DELTA (CENTRAL) ANGLE
- UE - UTILITY EASEMENT
- R - RADIUS
- (R) - RADIAL



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**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**

DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

PORTIONS OF TRACT R2, TRACT 0-6 AND TRACT 0-12, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 355 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 78°03'58" WEST, A DISTANCE OF 80.55 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 13°47'26" EAST, A DISTANCE OF 140.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1335.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 13°28'07" EAST; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°38'38", A DISTANCE OF 15.00 FEET; THENCE, NORTH 13°47'26" WEST, A DISTANCE OF 140.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1475.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 14°04'55" EAST; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°34'58", A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,100 SQUARE FEET, 0.048 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N09°37'16"W ALONG THE WEST LINE OF LOT 355 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 1, 2022.

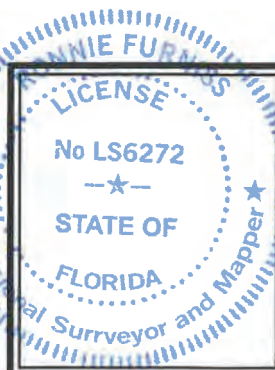
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591



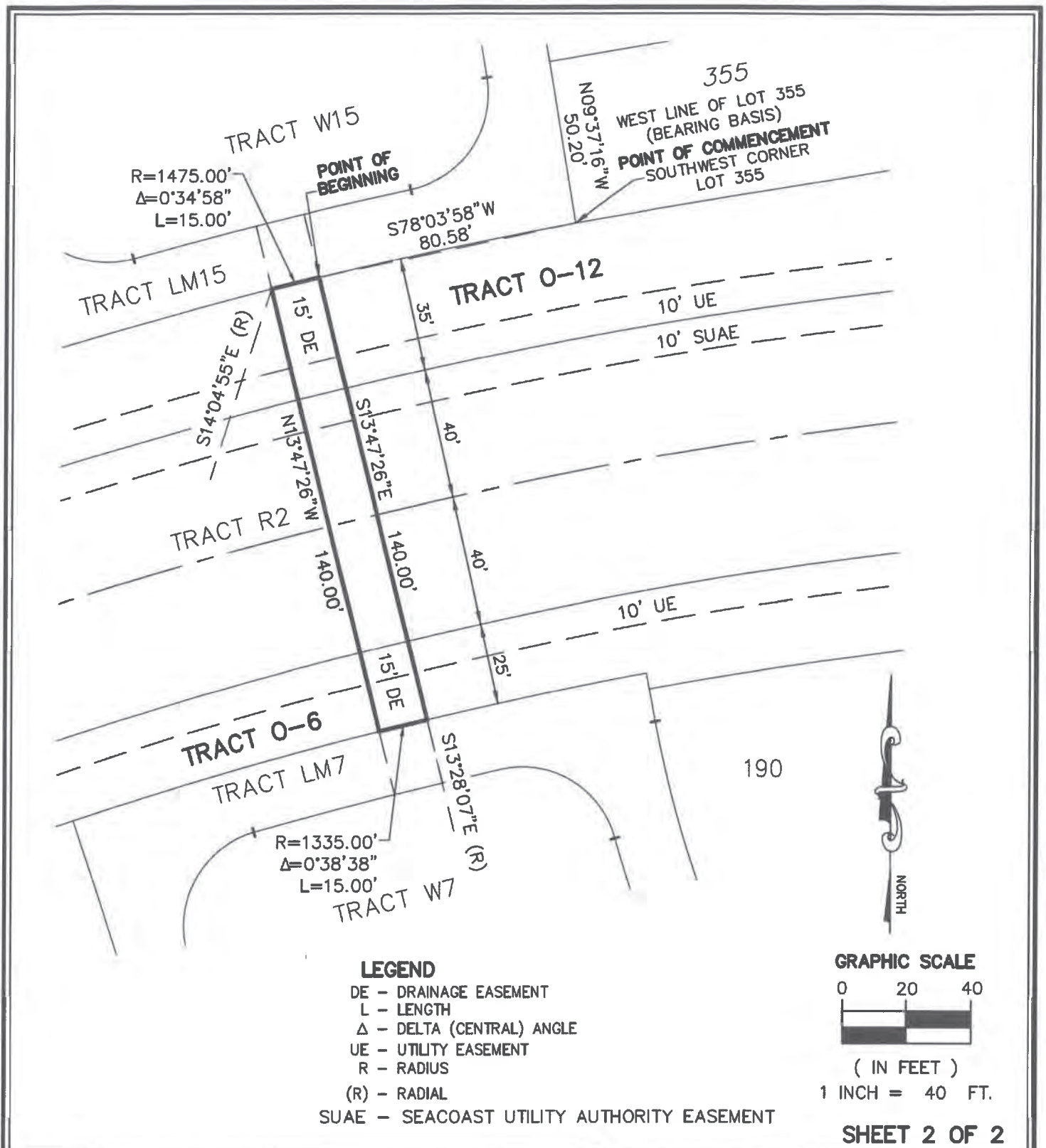
CAULFIELD & WHEELER, INC.  
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AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION

**SHEET 1 OF 2**

DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955





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

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**

DATE	12/01/22
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

TRACT 0-135 AND TRACT 0-69 TOGETHER WITH A PORTION OF TRACT R2, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 0-135 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 0-135, NORTH 80°22'44" EAST, A DISTANCE OF 151.20 FEET; THENCE, SOUTH 88°02'09" EAST, A DISTANCE OF 22.46 FEET; THENCE, NORTH 80°22'44" EAST, A DISTANCE OF 142.80 FEET; THENCE, SOUTH 09°37'16" EAST, A DISTANCE OF 15.00 FEET; THENCE, SOUTH 80°22'44" WEST, A DISTANCE OF 144.32 FEET; THENCE, NORTH 88°02'09" WEST, A DISTANCE OF 22.46 FEET; THENCE, SOUTH 80°22'44" WEST, A DISTANCE OF 149.68 FEET; THENCE, NORTH 09°37'16" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,747 SQUARE FEET, 0.109 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N80°22'44"E ALONG THE NORTH LINE OF TRACT 0-135 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

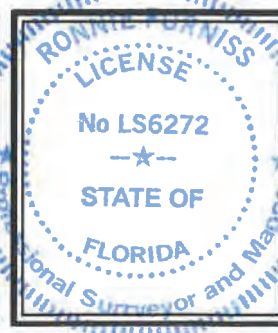
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 1, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 1 OF 2**

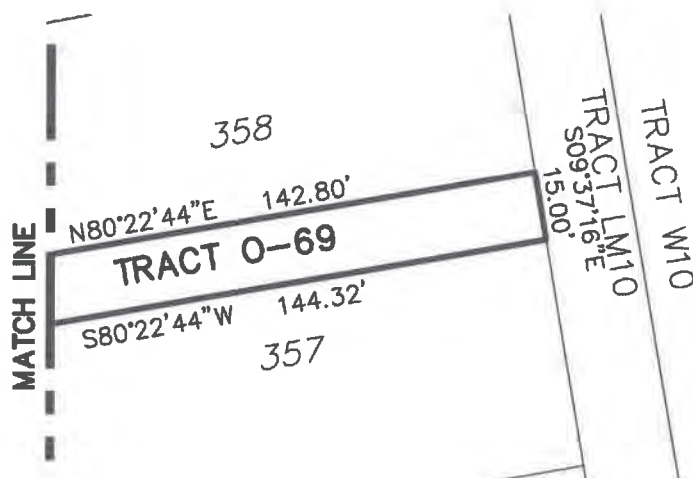
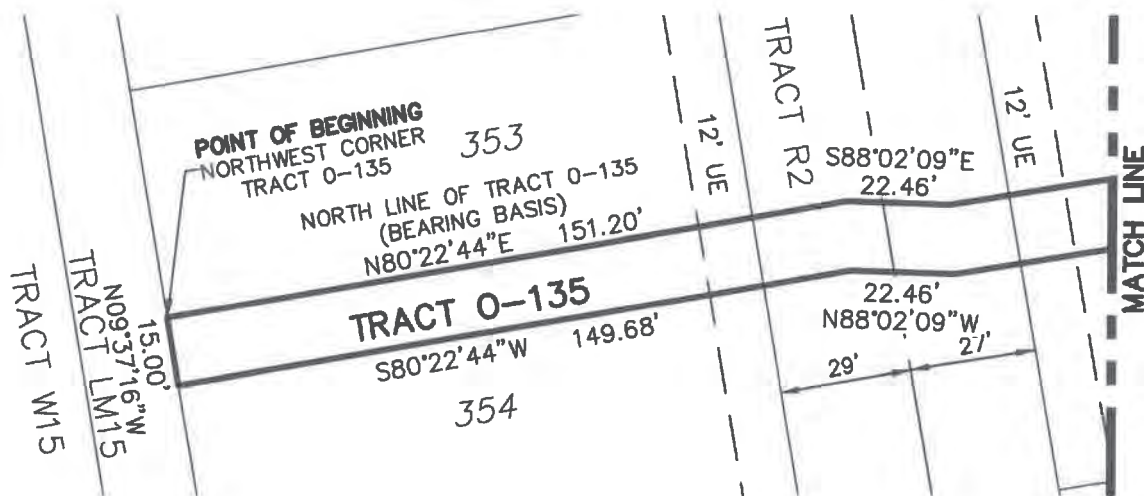
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DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**

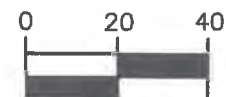




# **LEGEND**

UE - UTILITY EASEMENT

## **GRAPHIC SCALE**



( IN FEET )

1 INCH = 40 FT.

**SHEET 2 OF 2**



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

AVENIR - POD 15  
 LAKE INTERCONNECT EASEMENT  
 SKETCH OF DESCRIPTION

DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

TRACT 0-78 AND TRACT 0-86 TOGETHER WITH A PORTION OF TRACT R2, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT 0-78 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT 0-78, NORTH 02°40'00" EAST, A DISTANCE OF 148.69 FEET; THENCE, NORTH 14°16'00" EAST, A DISTANCE OF 22.53 FEET; THENCE, NORTH 05°11'39" EAST, A DISTANCE OF 169.91 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 370.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 03°31'38" WEST; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'23", A DISTANCE OF 15.00 FEET; THENCE, SOUTH 05°11'39" WEST, A DISTANCE OF 171.23 FEET; THENCE, SOUTH 14°16'00" WEST, A DISTANCE OF 22.19 FEET; THENCE, SOUTH 02°40'00" WEST, A DISTANCE OF 147.59 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 272.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 05°49'41" WEST; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°09'41", A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,116 SQUARE FEET, 0.117 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N02°40'00"E ALONG THE WEST LINE OF TRACT 0-78 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 1, 2022.

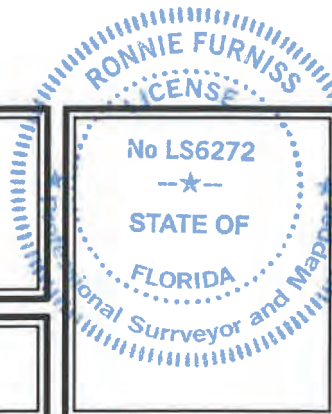
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RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591



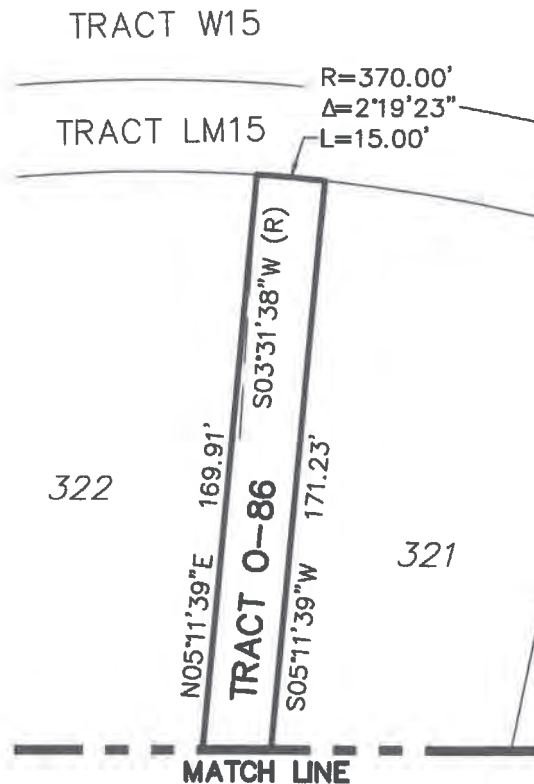
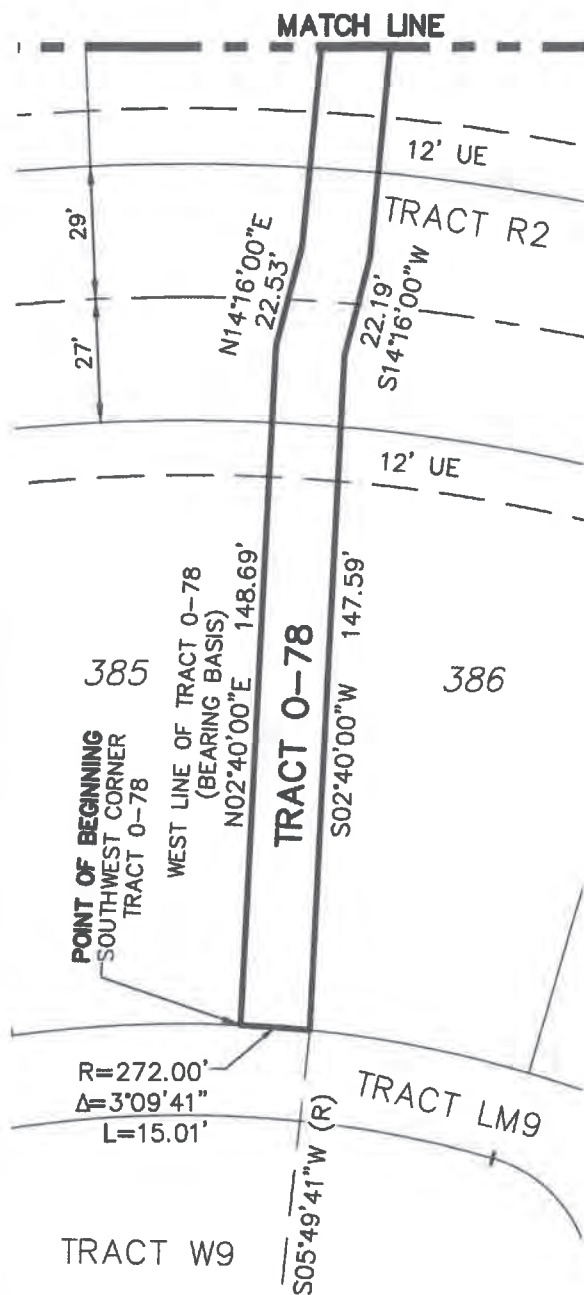
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PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION



SHEET 1 OF 2

DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



#### LEGEND

DE - DRAINAGE EASEMENT  
 L - LENGTH  
 $\Delta$  - DELTA (CENTRAL) ANGLE  
 UE - UTILITY EASEMENT  
 R - RADIUS  
 (R) - RADIAL

#### GRAPHIC SCALE



( IN FEET )  
 1 INCH = 40 FT.

**SHEET 2 OF 2**



**CAULFIELD & WHEELER, INC.**  
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**AVENIR - POD 15  
 LAKE INTERCONNECT EASEMENT  
 SKETCH OF DESCRIPTION**

DATE	12/01/22
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



**DESCRIPTION:**

TRACT 0-89 AND TRACT 0-90 TOGETHER WITH A PORTION OF TRACT R2, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 0-89 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 0-89, NORTH 85°42'39" EAST, A DISTANCE OF 152.50 FEET; THENCE, NORTH 67°56'04" EAST, A DISTANCE OF 23.10 FEET; THENCE, NORTH 85°42'39" EAST, A DISTANCE OF 149.17 FEET; THENCE, SOUTH 04°17'21" EAST, A DISTANCE OF 15.00 FEET; THENCE, SOUTH 85°42'39" WEST, A DISTANCE OF 146.83 FEET; THENCE, SOUTH 67°56'04" WEST, A DISTANCE OF 23.10 FEET; THENCE, SOUTH 85°42'39" WEST, A DISTANCE OF 147.17 FEET; THENCE, NORTH 31°22'23" WEST, A DISTANCE OF 16.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,814 SQUARE FEET, 0.111 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N85°42'39"E ALONG THE NORHT LINE OF TRACT 0-89 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 1, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

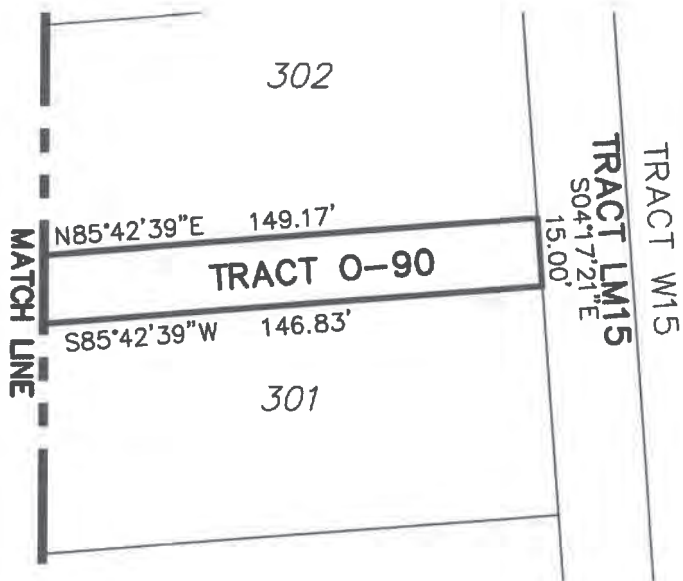
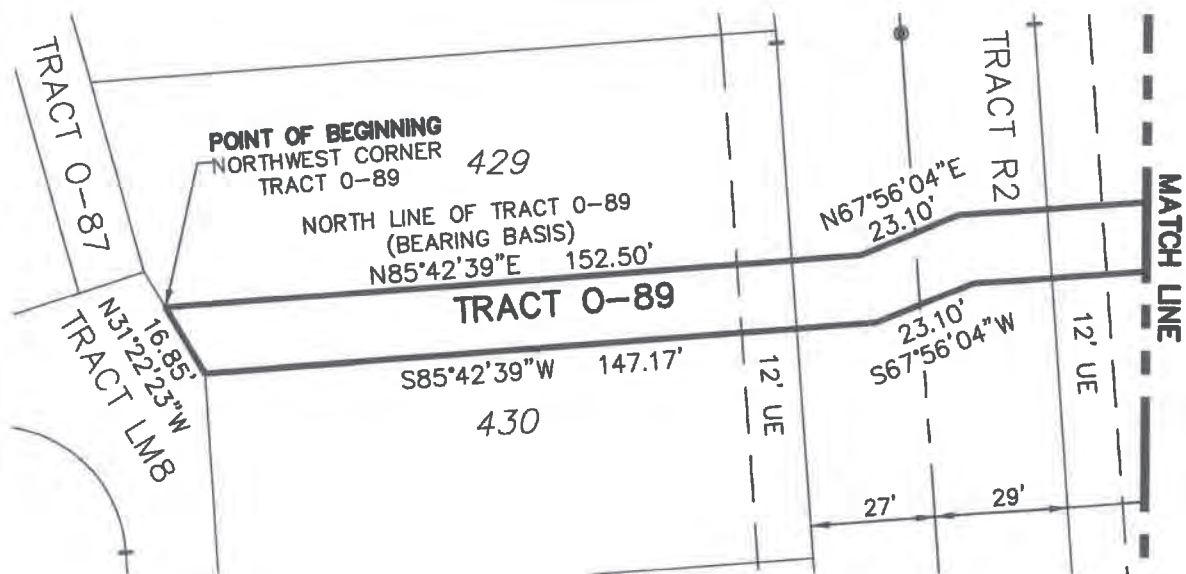
**SHEET 1 OF 2**

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



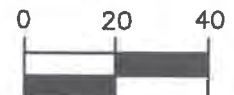
DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**



**LEGEND**  
UE - UTILITY EASEMENT

**GRAPHIC SCALE**



( IN FEET )  
1 INCH = 40 FT.

**SHEET 2 OF 2**



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

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**

DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

TRACT 0-1 AND TRACT 0-125 TOGETHER WITH A PORTION OF TRACT R2, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 299 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 63°34'24" EAST, A DISTANCE OF 34.40 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 13°49'09" EAST, A DISTANCE OF 20.60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 50.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 11°59'48" EAST; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°17'10", A DISTANCE OF 14.21 FEET; THENCE, NORTH 85°42'39" EAST, A DISTANCE OF 6.36 FEET; THENCE, SOUTH 13°49'09" WEST, A DISTANCE OF 9.12 FEET; THENCE, SOUTH 63°10'02" EAST, A DISTANCE OF 140.46 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 77.12 FEET; THENCE, SOUTH 15°06'30" WEST, A DISTANCE OF 66.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 19°23'08" WEST; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°16'05", A DISTANCE OF 20.31 FEET; THENCE, NORTH 15°06'30" EAST, A DISTANCE OF 63.12 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 62.88 FEET; THENCE, NORTH 63°10'02" WEST, A DISTANCE OF 148.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,863 SQUARE FEET, 0.135 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF S85°42'39"W ALONG THE SOUTH LINE OF LOT 299 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 1, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591



CAULFIELD & WHEELER, INC.  
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7900 GLADES ROAD - SUITE 100  
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PHONE (561)-392-1991 / FAX (561)-750-1452

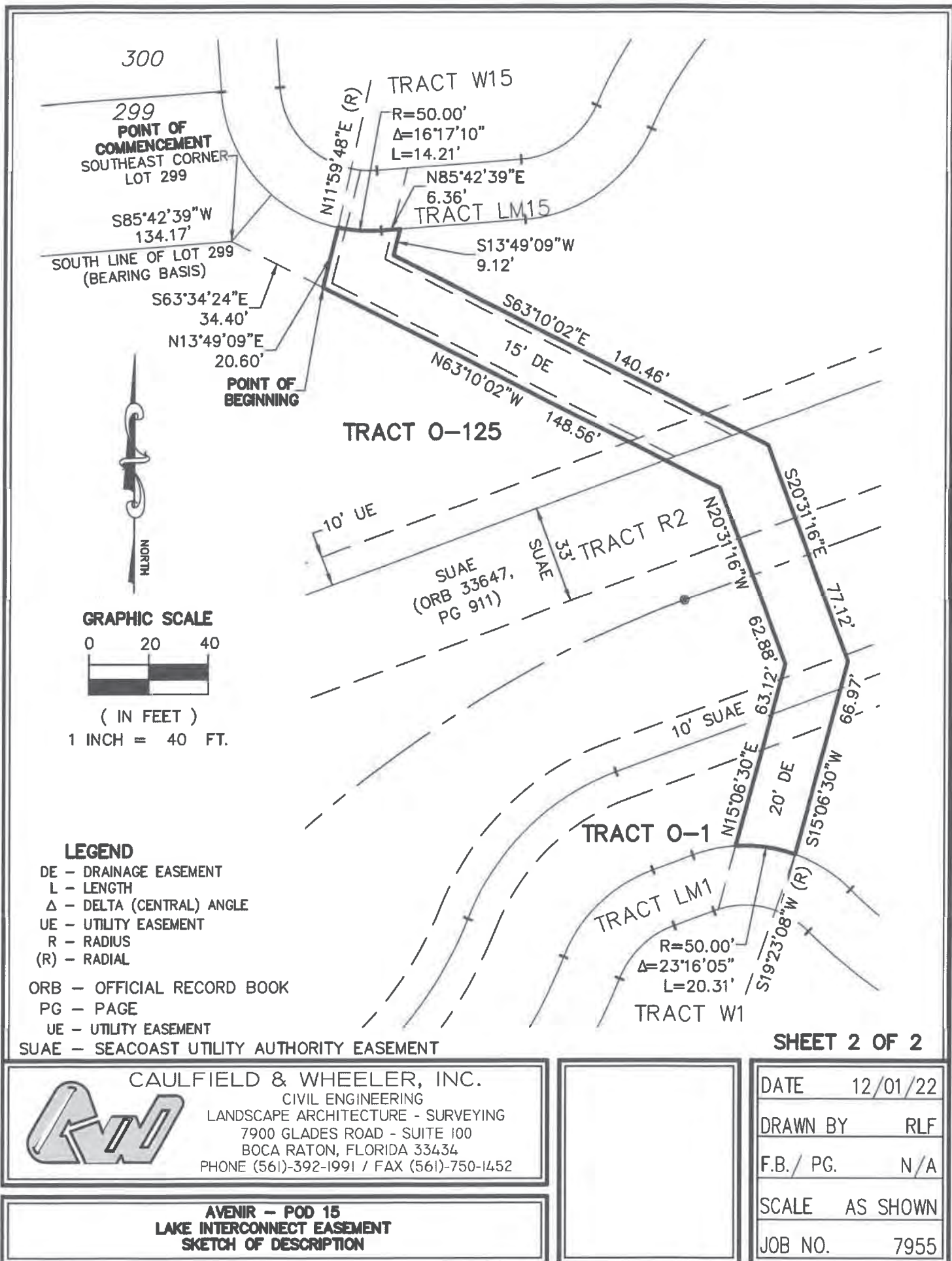
AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION



SHEET 1 OF 2

DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955





**DESCRIPTION:**

TRACT 0-98 AND TRACT 0-97 TOGETHER WITH A PORTION OF TRACT R2, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT 0-98 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID TRACT 0-98, SOUTH 01°54'47" EAST, A DISTANCE OF 148.64 FEET; THENCE, SOUTH 36°48'41" WEST, A DISTANCE OF 28.20 FEET; THENCE, SOUTH 01°54'47" EAST, A DISTANCE OF 145.36 FEET; THENCE, SOUTH 88°05'13" WEST, A DISTANCE OF 15.00 FEET; THENCE, NORTH 01°54'47" WEST, A DISTANCE OF 150.64 FEET; THENCE, NORTH 36°48'41" EAST, A DISTANCE OF 28.20 FEET; THENCE, NORTH 01°54'47" WEST, A DISTANCE OF 143.36 FEET; THENCE, NORTH 88°05'13" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,833 SQUARE FEET, 0.111 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF S01°54'47"E ALONG THE EAST LINE OF TRACT 0-98 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

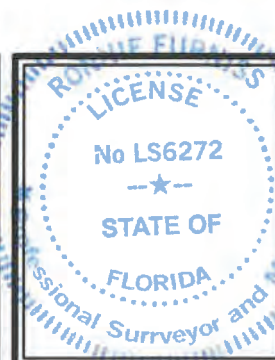
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 1, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591



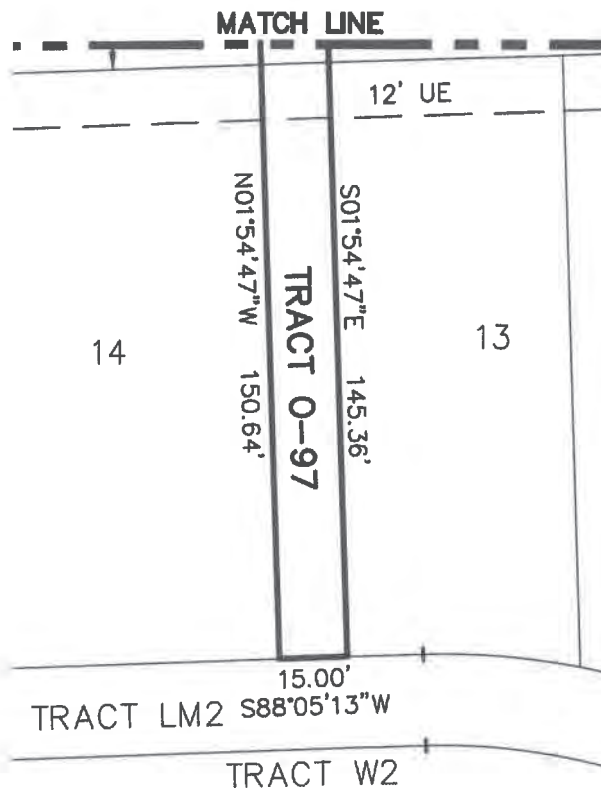
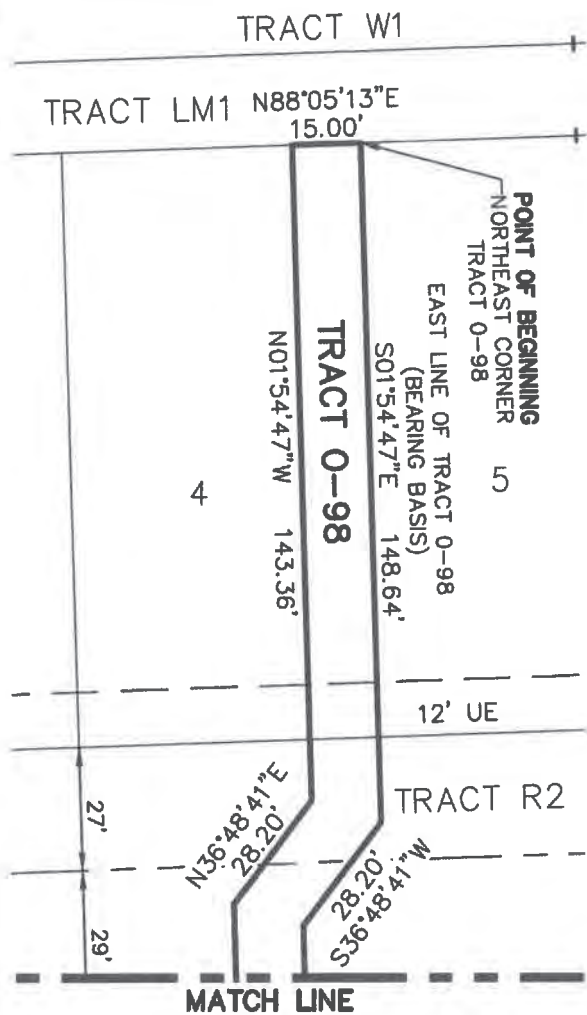
CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

**SHEET 1 OF 2**

DATE	12/01/22
DRAWN BY	RLF
E.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION





GRAPHIC SCALE



( IN FEET )

1 INCH = 40 FT.

**LEGEND**  
UE - UTILITY EASEMENT

**SHEET 2 OF 2**



CAULFIELD & WHEELER, INC.  
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**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**

DATE	12/01/22
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

TRACT 0-19 AND TRACT 0-14 TOGETHER WITH A PORTION OF TRACT R2, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 0-19 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 0-19, NORTH 67°25'34" EAST, A DISTANCE OF 151.72 FEET; THENCE, NORTH 07°14'57" EAST, A DISTANCE OF 26.18 FEET; THENCE, NORTH 60°04'29" EAST, A DISTANCE OF 208.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 100.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 51°26'52" WEST; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°37'37", A DISTANCE OF 15.06 FEET; THENCE, SOUTH 60°04'29" WEST, A DISTANCE OF 202.32 FEET; THENCE, SOUTH 07°14'57" WEST, A DISTANCE OF 27.42 FEET; THENCE, SOUTH 67°25'34" WEST, A DISTANCE OF 160.41 FEET; THENCE, NORTH 22°34'26" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,829 SQUARE FEET, 0.134 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N67°25'34"E ALONG THE NORTH LINE OF TRACT 0-19 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 1, 2022.

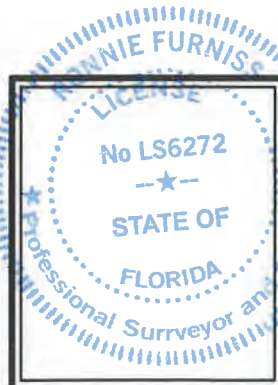
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

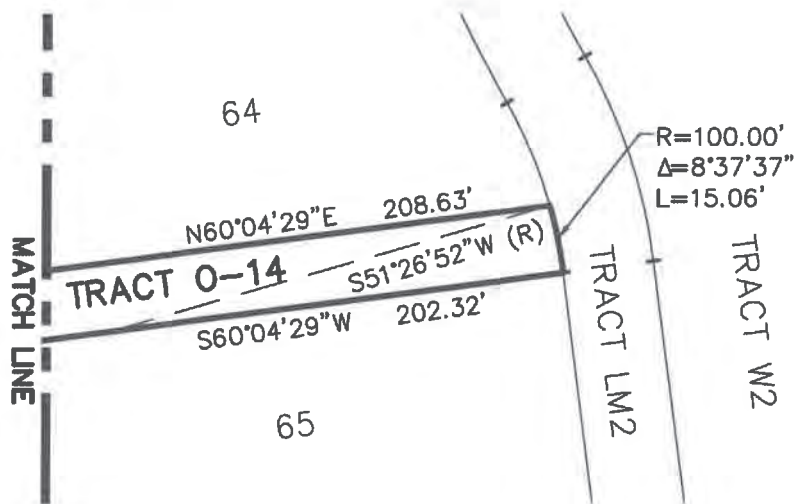
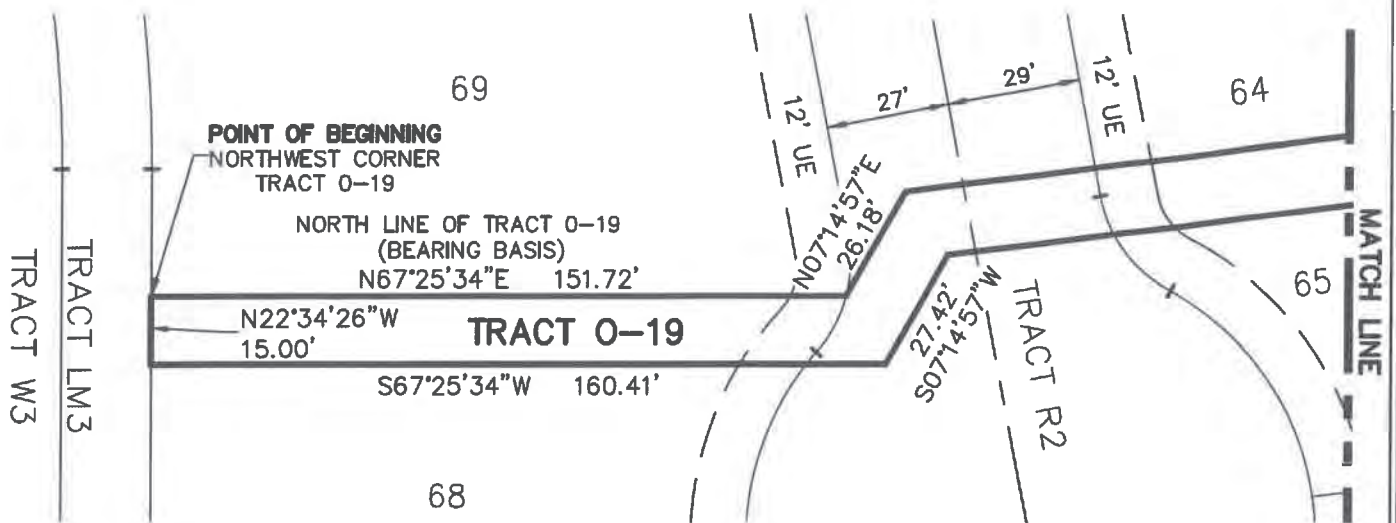


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7900 GLADES ROAD - SUITE 100  
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PHONE (561)-392-1991 / FAX (561)-750-1452

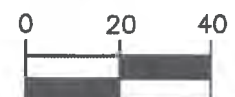
AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION

**SHEET 1 OF 2**

DATE	12/01/22
DRAWN BY	RLF
EB./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



**GRAPHIC SCALE**



( IN FEET )

1 INCH = 40 FT.

**LEGEND**

- DE - DRAINAGE EASEMENT
- L - LENGTH
- Δ - DELTA (CENTRAL) ANGLE
- UE - UTILITY EASEMENT
- R - RADIUS
- (R) - RADIAL

**SHEET 2 OF 2**



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

**AVENIR - POD 15  
 LAKE INTERCONNECT EASEMENT  
 SKETCH OF DESCRIPTION**

DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



**DESCRIPTION:**

TRACT 0-26 AND TRACT 0-21 TOGETHER WITH A PORTION OF TRACT R2, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 0-26 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 0-26, NORTH 87°03'09" EAST, A DISTANCE OF 148.69 FEET; THENCE, SOUTH 68°41'05" EAST, A DISTANCE OF 23.76 FEET; THENCE, NORTH 87°03'09" EAST, A DISTANCE OF 146.76 FEET; THENCE, SOUTH 02°56'51" EAST, A DISTANCE OF 15.00 FEET; THENCE, SOUTH 87°03'09" WEST, A DISTANCE OF 149.99 FEET; THENCE, NORTH 68°41'05" WEST, A DISTANCE OF 23.76 FEET; THENCE, SOUTH 87°03'09" WEST, A DISTANCE OF 147.48 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 90.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 80°27'01" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°38'49", A DISTANCE OF 15.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,800 SQUARE FEET, 0.110 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N87°03'09"E ALONG THE NORTH LINE OF TRACT 0-26 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 1, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

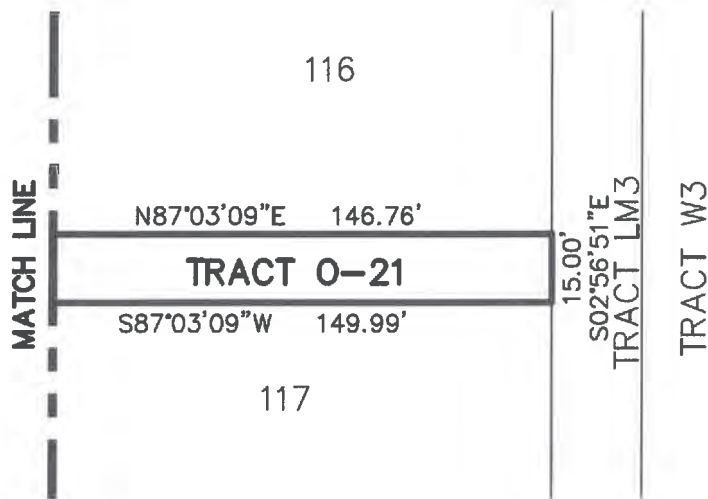
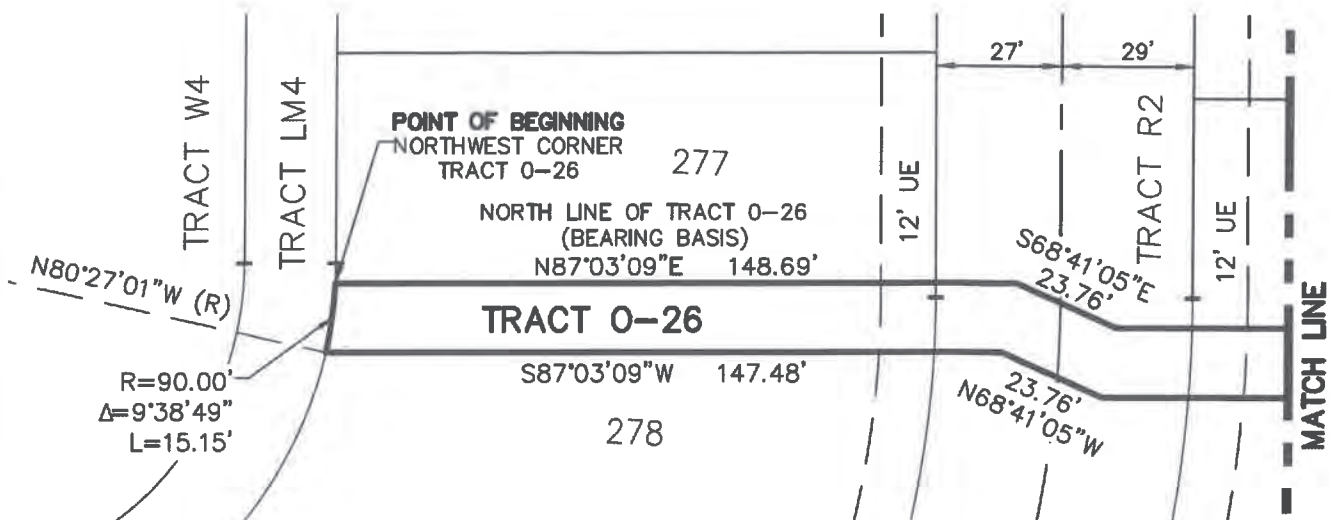


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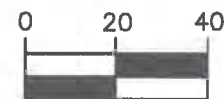
**SHEET 1 OF 2**

DATE	12/01/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION



GRAPHIC SCALE



( IN FEET )

1 INCH = 40 FT.

**LEGEND**

- DE - DRAINAGE EASEMENT
- L - LENGTH
- Δ - DELTA (CENTRAL) ANGLE
- UE - UTILITY EASEMENT
- R - RADIUS
- (R) - RADIAL

**SHEET 2 OF 2**



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

AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION

DATE 12/01/22

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**DESCRIPTION:**

TRACT 0-32 TOGETHER WITH A PORTION OF TRACT 0-31 AND TRACT R2, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 0-32 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTHWEST LINE OF SAID TRACT 0-32, NORTH 50°21'37" WEST, A DISTANCE OF 131.82 FEET; THENCE, NORTH 50°20'26" WEST, A DISTANCE OF 56.03 FEET; THENCE, NORTH 50°21'37" WEST, A DISTANCE OF 134.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1638.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 52°07'35" EAST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°31'30", A DISTANCE OF 15.01 FEET; THENCE, SOUTH 50°21'37" EAST, A DISTANCE OF 134.46 FEET; THENCE, SOUTH 50°20'25" EAST, A DISTANCE OF 55.58 FEET; THENCE, SOUTH 50°21'37" EAST, A DISTANCE OF 130.65 FEET; THENCE, SOUTH 33°27'33" WEST, A DISTANCE OF 15.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,820 SQUARE FEET, 0.111 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N50°21'37"W ALONG THE SOUTHWEST LINE OF TRACT 0-32 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 1 OF 2**

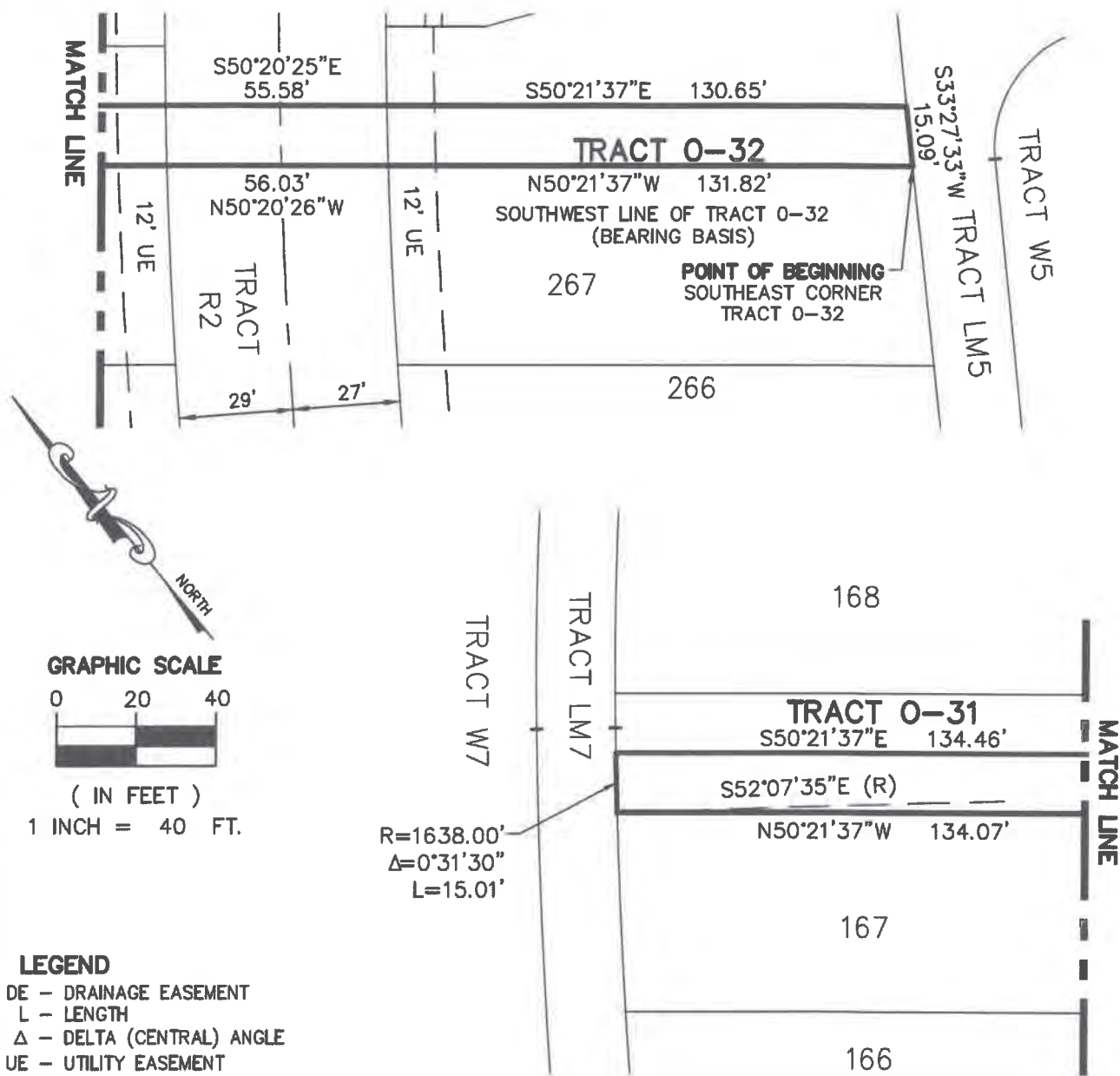
CAULFIELD & WHEELER, INC.  
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7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	12/02/22
DRAWN BY	RLF
E.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION





**SHEET 2 OF 2**



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

**AVENIR - POD 15  
 LAKE INTERCONNECT EASEMENT  
 SKETCH OF DESCRIPTION**

DATE	12/02/22
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



**DESCRIPTION:**

TRACT 0-8 TOGETHER WITH A PORTION OF TRACT 0-32, TRACT 0-119 AND TRACT R2, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 0-119 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 0-119, SOUTH 65°34'59" EAST, A DISTANCE OF 15.00 FEET; THENCE, SOUTH 24°25'01" WEST, A DISTANCE OF 150.28 FEET; THENCE, SOUTH 83°50'34" WEST, A DISTANCE OF 43.25 FEET; THENCE, SOUTH 24°25'01" WEST, A DISTANCE OF 168.72 FEET; THENCE, NORTH 65°34'59" WEST, A DISTANCE OF 15.00 FEET; THENCE, NORTH 24°25'01" EAST, A DISTANCE OF 177.28 FEET; THENCE, NORTH 83°50'34" EAST, A DISTANCE OF 43.25 FEET; THENCE, NORTH 24°25'01" EAST, A DISTANCE OF 141.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,434 SQUARE FEET, 0.125 ACRES, MORE OR LESS.

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

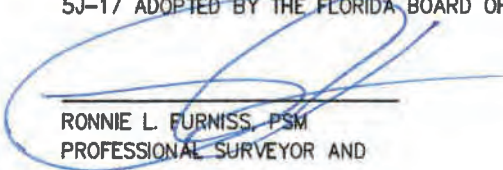
**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N24°25'01"E ALONG THE WEST LINE OF TRACT 0-119 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

  
RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 1 OF 2**



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

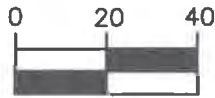


DATE	12/02/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**



**GRAPHIC SCALE**

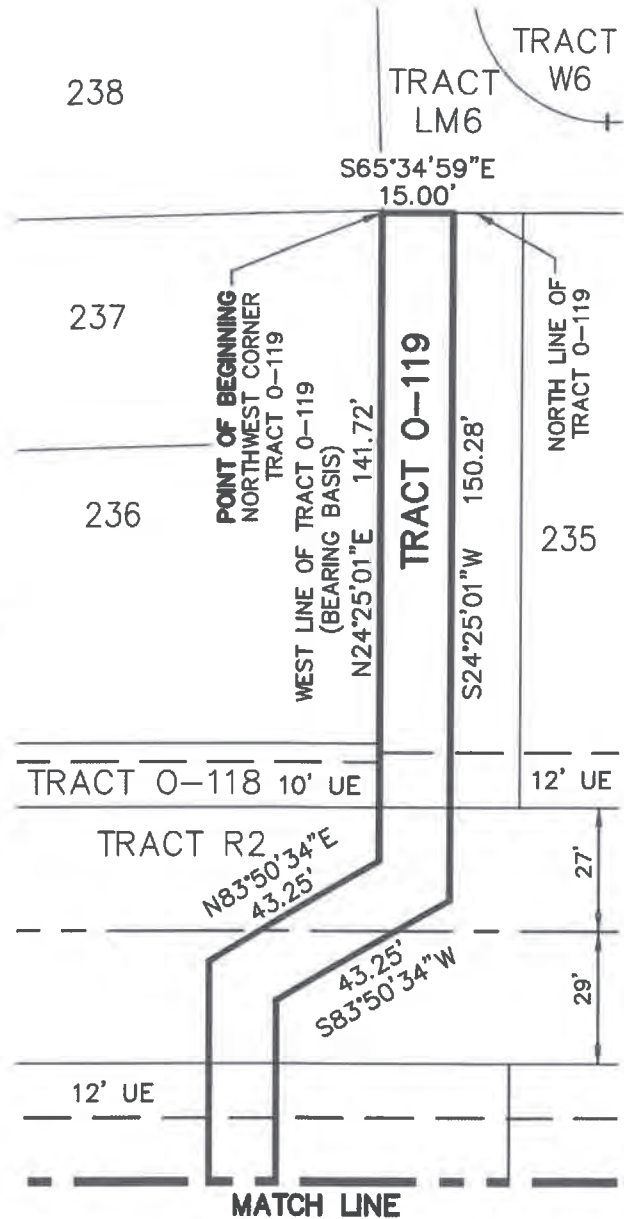
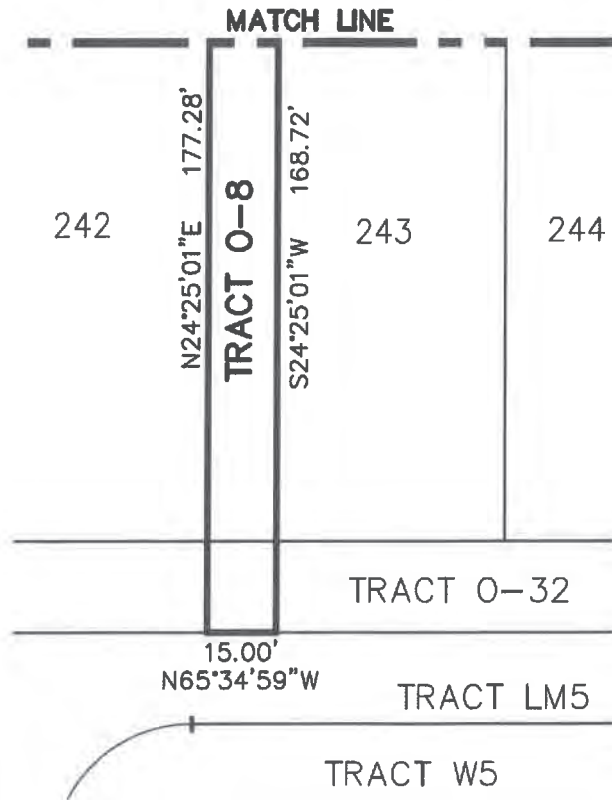


( IN FEET )

1 INCH = 40 FT.

**LEGEND**

UE - UTILITY EASEMENT



**SHEET 2 OF 2**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

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

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**

DATE	12/02/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

A PORTION OF TRACT 0-4 AND TRACT 0-5, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 0-5 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 0-5, NORTH 90°00'00" EAST, A DISTANCE OF 73.70 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 90°00'00" EAST, A DISTANCE OF 15.00 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 60.00 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 15.00 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 900 SQUARE FEET, 0.021 ACRES, MORE OR LESS.

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

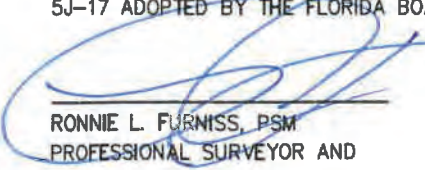
**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N90°00'00"E ALONG THE NORTH LINE OF TRACT 0-5 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2022.

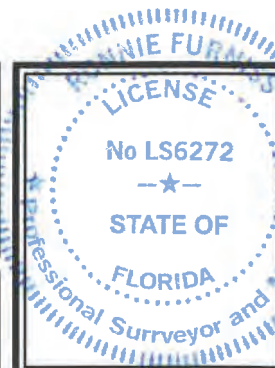
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

  
RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 1 OF 2**



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



DATE	12/02/22
DRAWN BY	RLF
E.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**

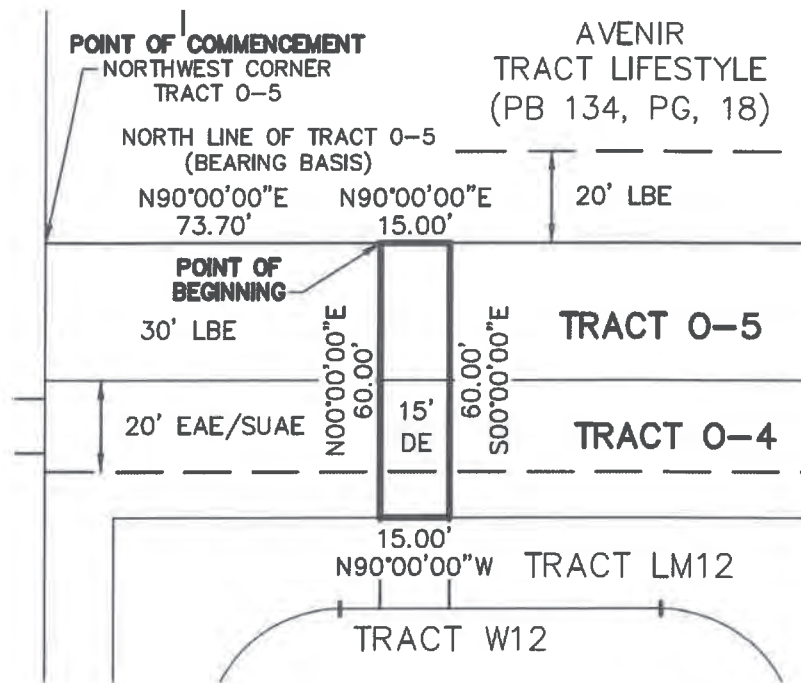


**GRAPHIC SCALE**



( IN FEET )

1 INCH = 40 FT.



**LEGEND**

EAE - EMERGENCY ACCESS EASEMENT  
LBE - LANDSCAPE BUFFER EASEMENT  
UE - UTILITY EASEMENT  
SUAE - SEACOAST UTILITY AUTHORITY EASEMENT

**SHEET 2 OF 2**



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

AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION

DATE	12/02/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



## DESCRIPTION:

A PORTION OF TRACT 0-5, ALL OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT LM14 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT LM14, SOUTH 75°33'46" EAST, A DISTANCE OF 8.42 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 11°50'46" WEST, A DISTANCE OF 33.46 FEET; THENCE, SOUTH 75°33'46" EAST, A DISTANCE OF 16.73 FEET; THENCE, SOUTH 11°50'46" EAST, A DISTANCE OF 33.46 FEET; THENCE, NORTH 75°33'46" WEST, A DISTANCE OF 16.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 501 SQUARE FEET, 0.012 ACRES, MORE OR LESS.

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

## NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF S75°33'46"E ALONG THE NORTH LINE OF TRACT LM14 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

## CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591



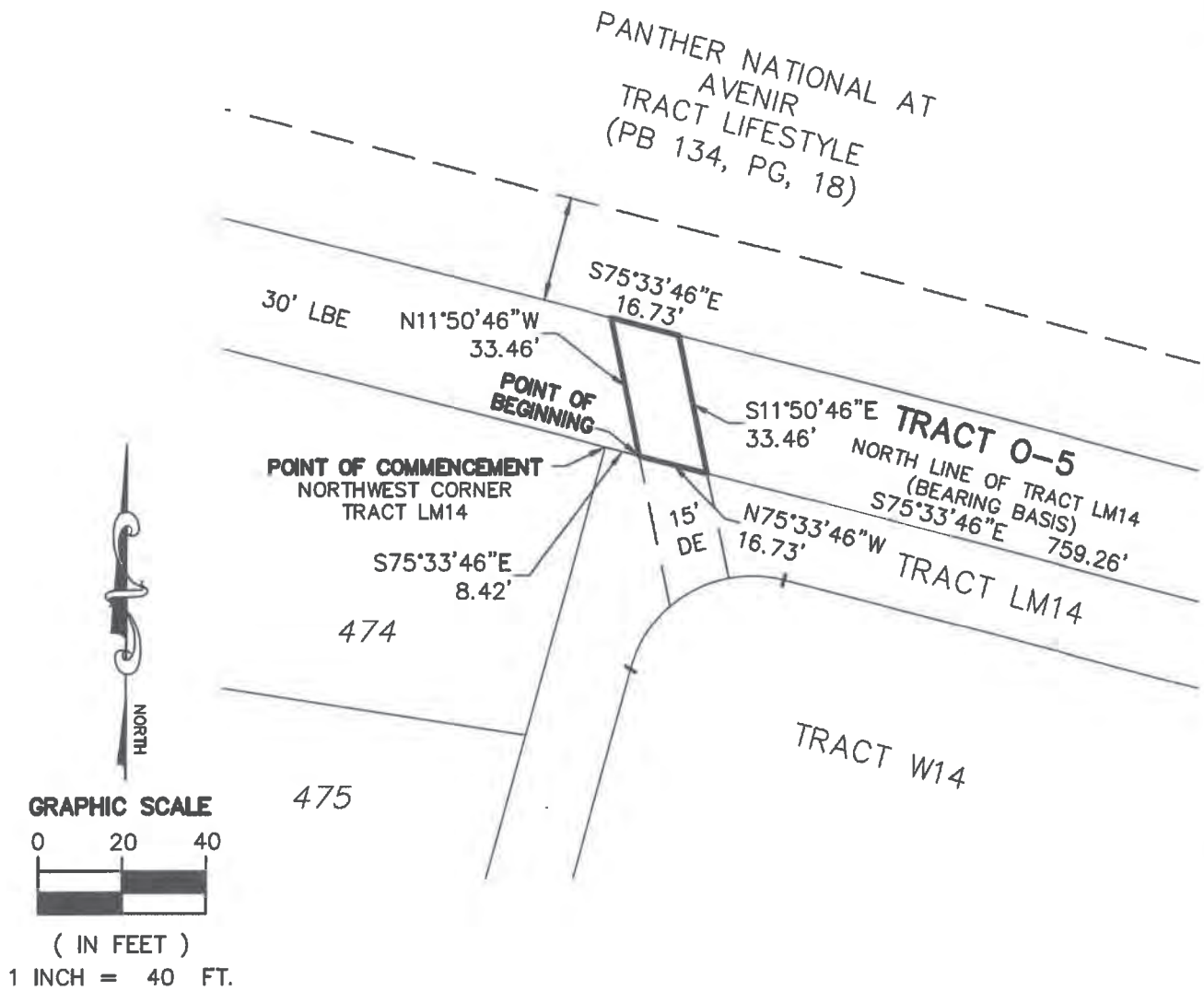
CAULFIELD & WHEELER, INC.  
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LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452



SHEET 1 OF 2

DATE	12/02/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION



#### LEGEND

- EAE - EMERGENCY ACCESS EASEMENT
- LBE - LANDSCAPE BUFFER EASEMENT
- UE - UTILITY EASEMENT
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT

SHEET 2 OF 2



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

AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION

DATE	12/02/22
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

A PORTION OF TRACT 0-125, OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 0-125 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID TRACT 0-125, SOUTH 20°31'16" EAST, A DISTANCE OF 252.38 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 34.25 FEET; THENCE, SOUTH 69°28'44" WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 34.25 FEET; THENCE, NORTH 69°28'44" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 685 SQUARE FEET, 0.016 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF S20°31'16"E ALONG THE EAST LINE OF TRACT RBE1 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

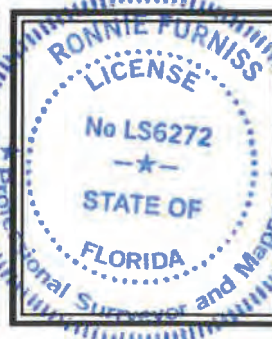
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 1 OF 2**

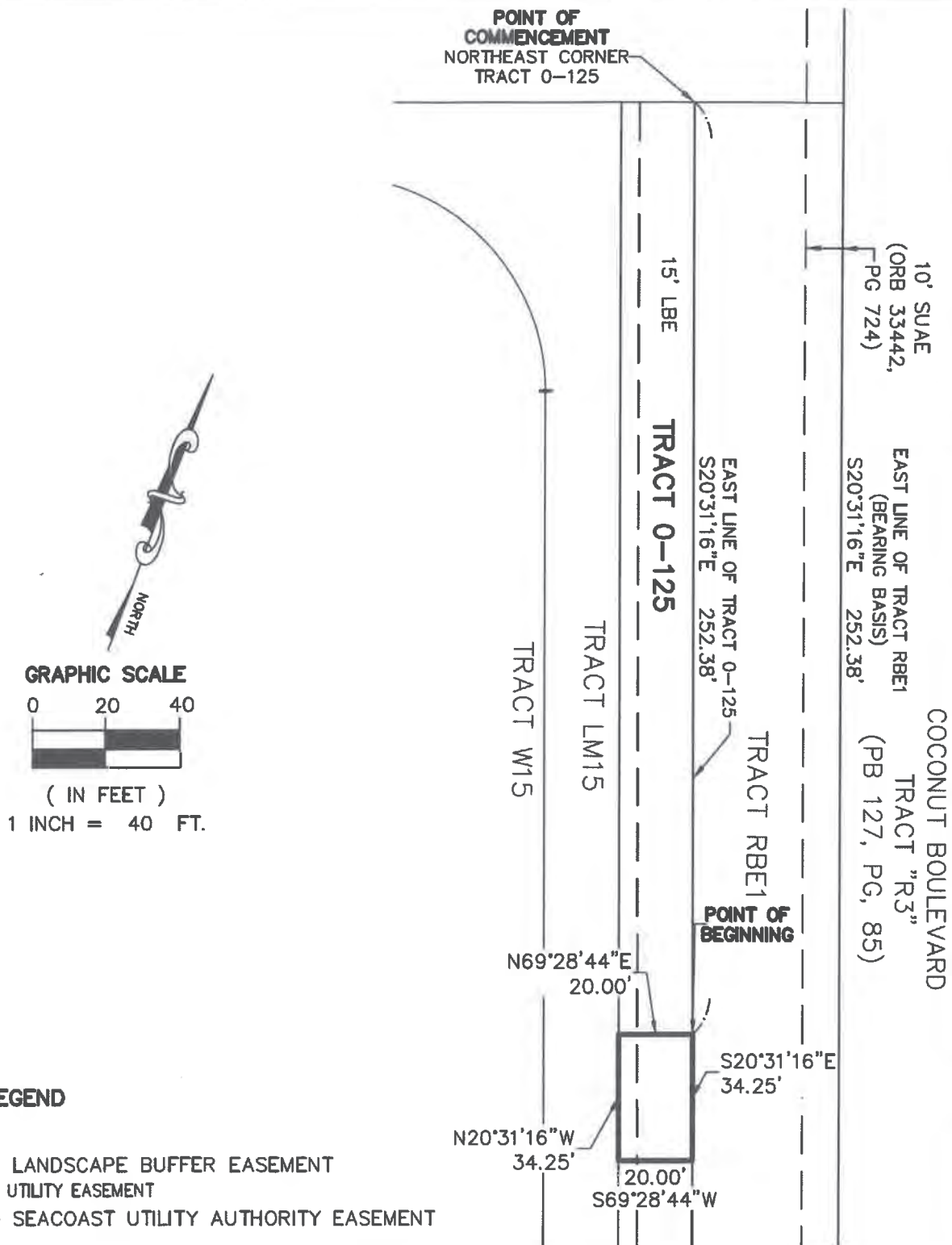
CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	12/02/22
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION





**SHEET 2 OF 2**



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

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**

DATE	12/02/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

A PORTION OF TRACT 0-1, OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT LM2 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 66°39'14" EAST, A DISTANCE OF 191.07 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 69°28'44" EAST, A DISTANCE OF 15.00 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 20.00 FEET; THENCE, SOUTH 69°28'44" WEST, A DISTANCE OF 15.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 685 SQUARE FEET, 0.016 ACRES, MORE OR LESS.

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

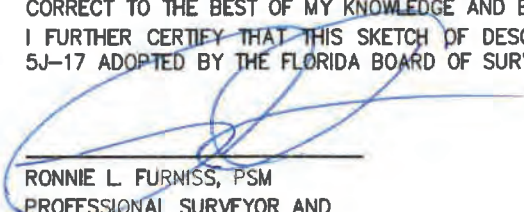
**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N69°28'44"E ALONG THE NORTH LINE OF TRACT LM2 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

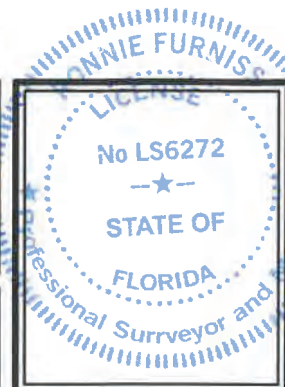
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

  
RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

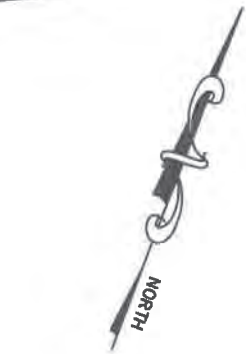
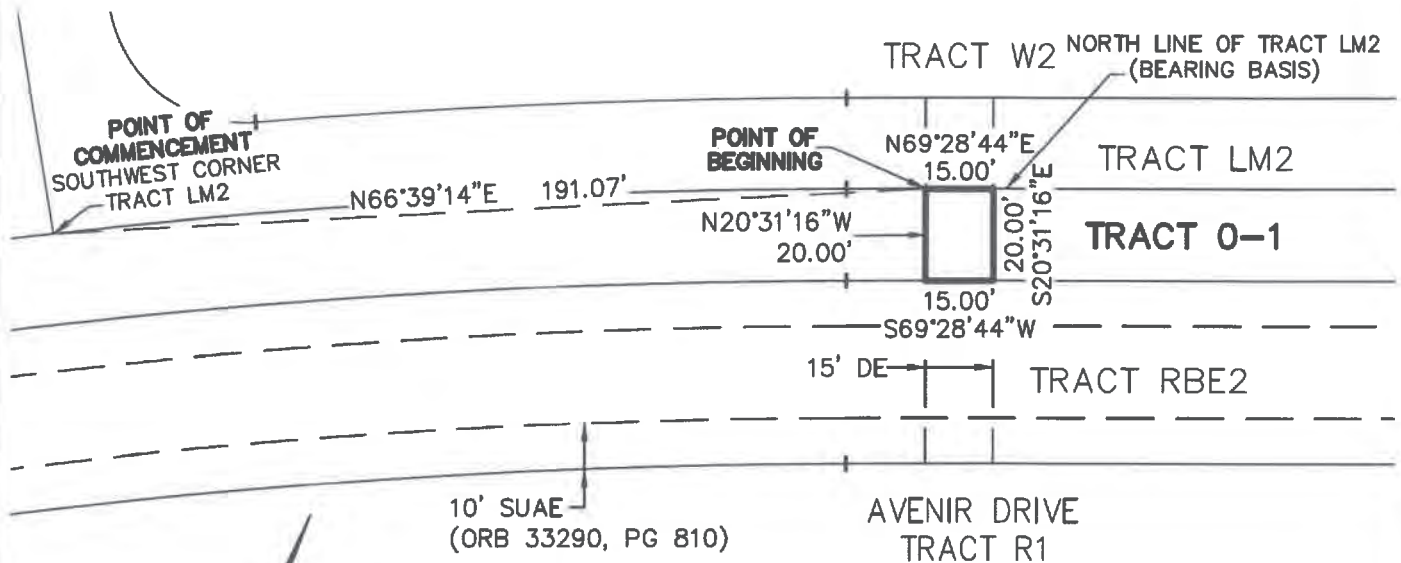
**SHEET 1 OF 2**

CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
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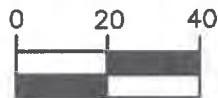


DATE	12/02/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**



**GRAPHIC SCALE**



( IN FEET )

1 INCH = 40 FT.

**LEGEND**

UE - UTILITY EASEMENT

SUAE - SEACOAST UTILITY AUTHORITY EASEMENT

**SHEET 2 OF 2**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
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 PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR - POD 15  
 LAKE INTERCONNECT EASEMENT  
 SKETCH OF DESCRIPTION**

DATE	12/02/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

A PORTION OF TRACT 0-2, OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT LM3 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 83°03'31" EAST, A DISTANCE OF 79.30 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 10°23'19" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 950.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 09°56'11" WEST; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°54'17", A DISTANCE OF 15.00 FEET; THENCE, SOUTH 10°23'19" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 970.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 10°49'54" WEST; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°53'10", A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET, 0.007 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N00°00'00"E ALONG THE EAST LINE OF LOT 125 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

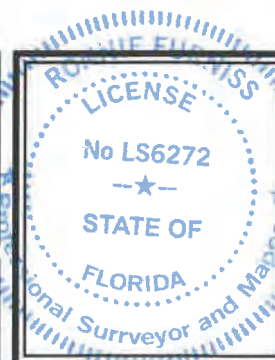
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 1 OF 2**

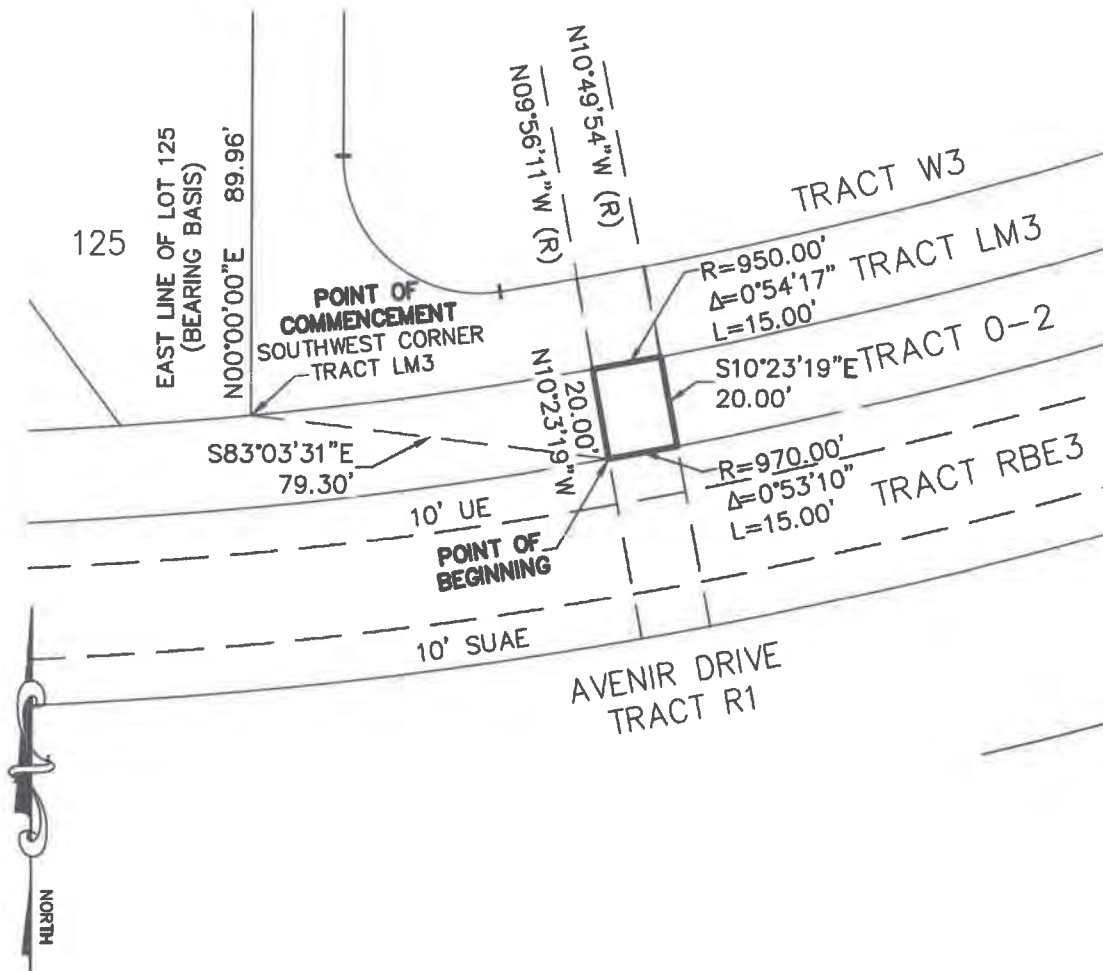
CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	12/02/22
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**





# GRAPHIC SCALE



( IN FEET )

1 INCH = 40 FT.

## LEGEND

UE - UTILITY EASEMENT

SUAE - SEACOAST UTILITY AUTHORITY EASEMENT

## SHEET 2 OF 2



CAULFIELD & WHEELER, INC.

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BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**

DATE	12/02/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

A PORTION OF TRACT 0-3, OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT LM7 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF TRACT 0-3, NORTH 50°19'23" WEST, A DISTANCE OF 82.53 FEET; THENCE, SOUTH 39°40'37" WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 50°19'23" WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 39°40'37" EAST, A DISTANCE OF 20.00 FEET; THENCE, SOUTH 50°19'23" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET, 0.009 ACRES, MORE OR LESS.

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

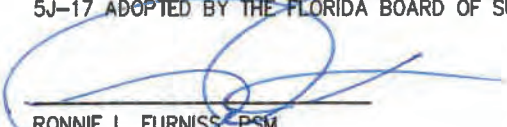
**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N50°19'23"W ALONG THE NORTH LINE OF TRACT 0-3 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

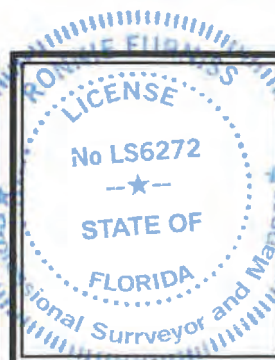
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

  
RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 1 OF 2**

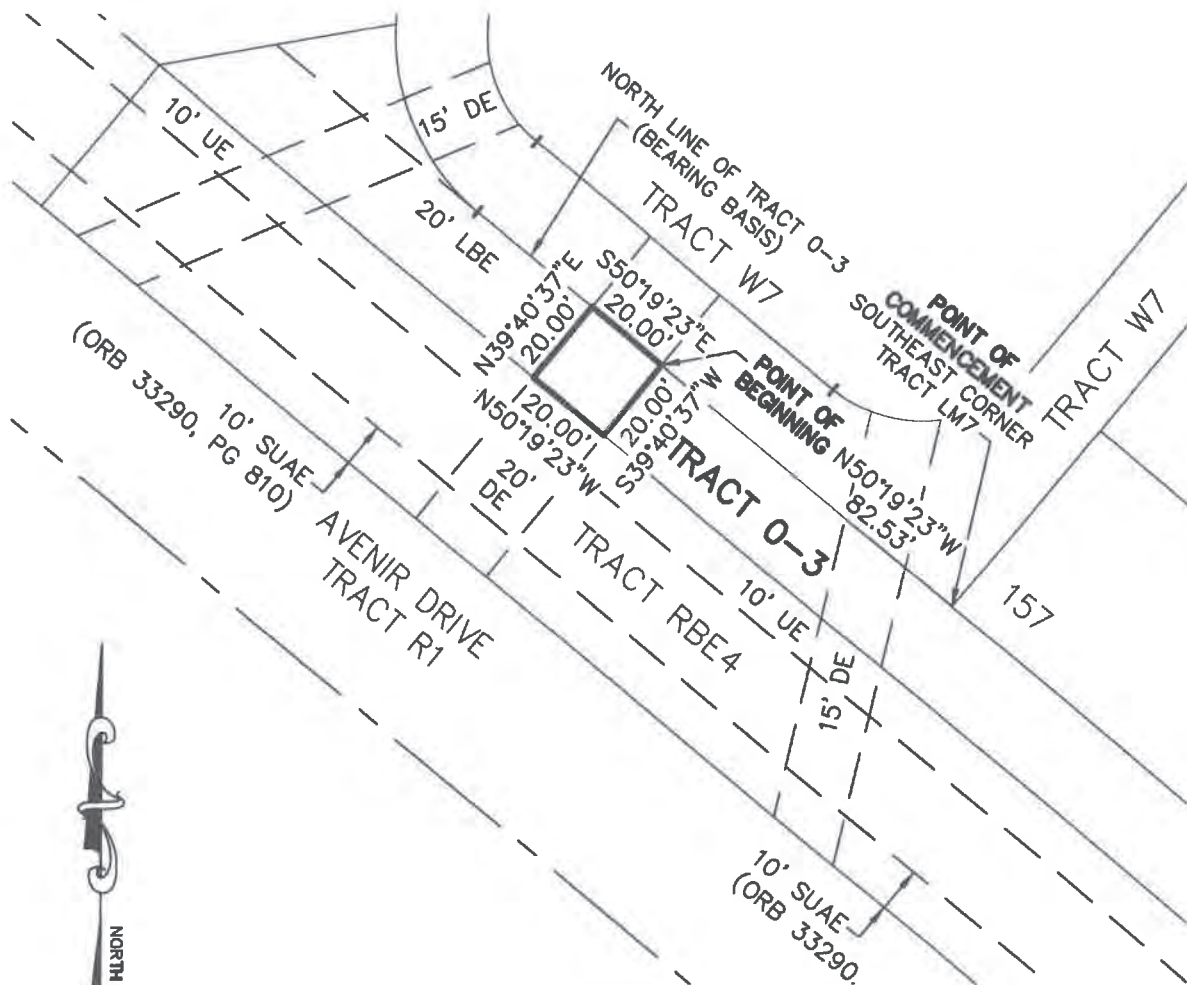
CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	12/02/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**





#### LEGEND

UE - UTILITY EASEMENT  
 SUAE - SEACOAST UTILITY AUTHORITY EASEMENT

SHEET 2 OF 2



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

AVENIR - POD 15  
 LAKE INTERCONNECT EASEMENT  
 SKETCH OF DESCRIPTION

DATE	12/02/22
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

A PORTION OF TRACT 0-4, OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT LM12 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF TRACT 0-4, NORTH 90°00'00" EAST, A DISTANCE OF 128.00 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 15.00 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 00°00'00" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET, 0.007 ACRES, MORE OR LESS.

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

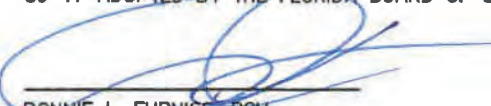
**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N90°00'00"E ALONG THE NORTH LINE OF TRACT 0-4 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2022.

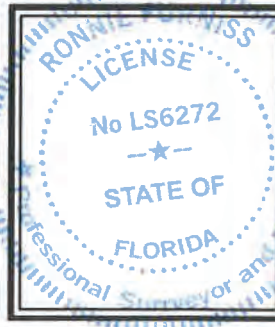
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

  
RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 1 OF 2**

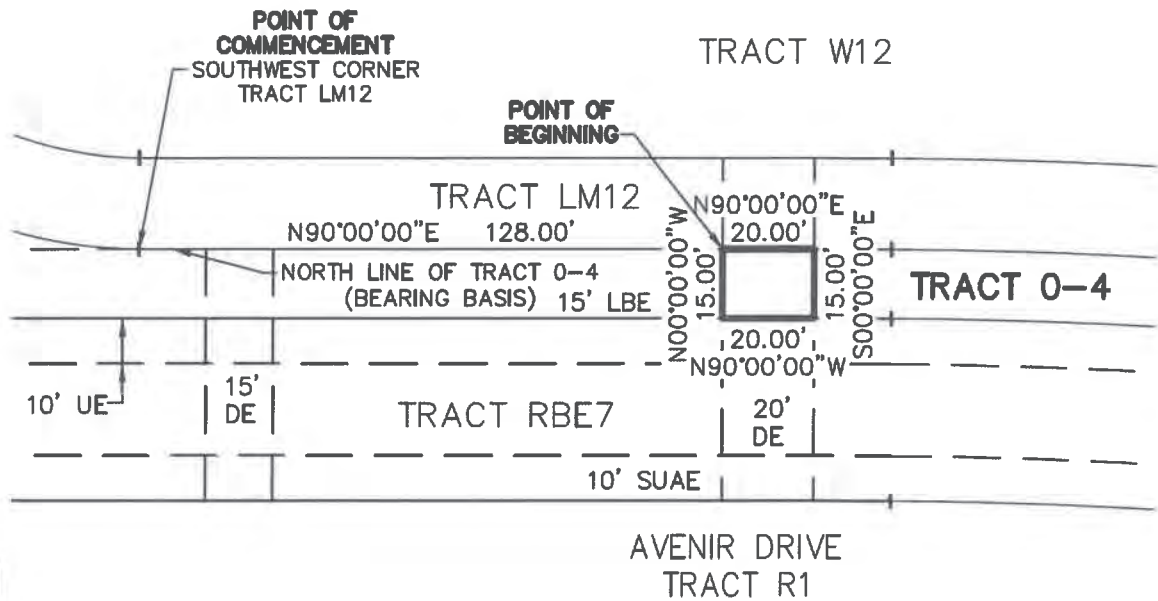


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PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	12/02/22
DRAWN BY	RLF
E.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**



#### GRAPHIC SCALE



( IN FEET )

1 INCH = 40 FT.

#### LEGEND

LBE - LANDSCAPE BUFFER EASEMENT  
UE - UTILITY EASEMENT  
SUAE - SEACOAST UTILITY AUTHORITY EASEMENT

**SHEET 2 OF 2**



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**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**

DATE	12/02/22
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



**DESCRIPTION:**

A PORTION OF TRACT 0-4, OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY SOUTHWEST CORNER OF TRACT RBE7 OF SAID AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 81°51'12" EAST, A DISTANCE OF 70.71 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 90°00'00" EAST, A DISTANCE OF 15.00 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 11.64 FEET TO A POINT OF CURVE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°47'53", A DISTANCE OF 8.37 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 15.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 301 SQUARE FEET, 0.007 ACRES, MORE OR LESS.

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

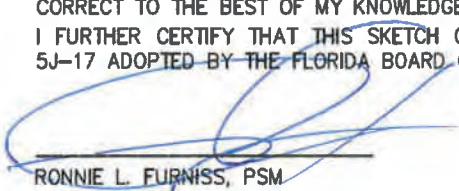
**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N00°00'00"E ALONG THE EAST LINE OF TRACT R1 OF AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGES 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2022.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

  
RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

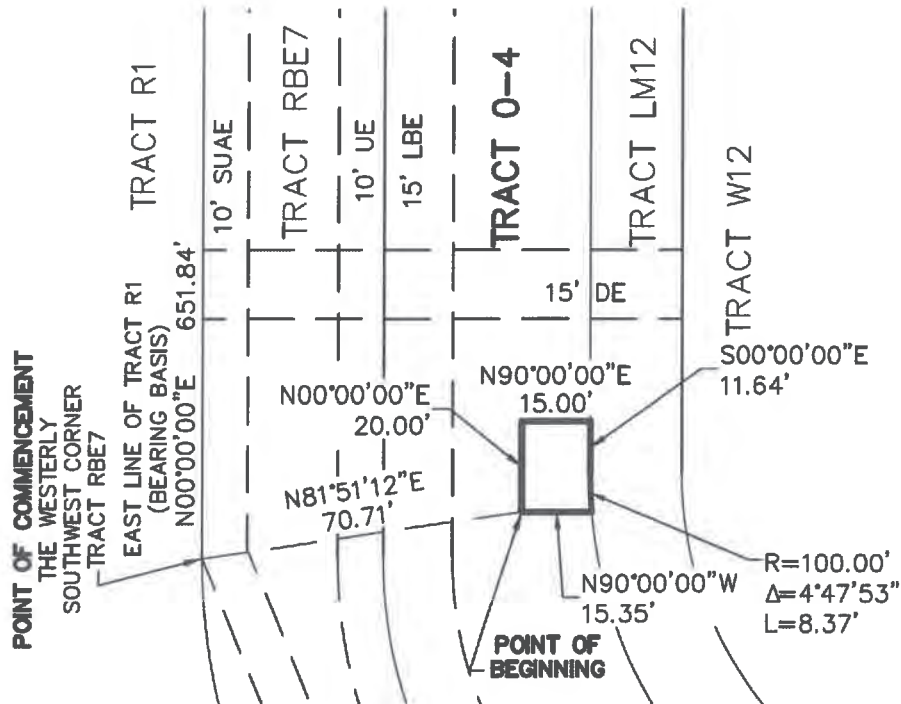
**SHEET 1 OF 2**

CAULFIELD & WHEELER, INC.  
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DATE	12/02/22
DRAWN BY	RLF
E.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**



#### GRAPHIC SCALE



( IN FEET )

1 INCH = 40 FT.

#### LEGEND

- Δ - DELTA (CENTRAL ANGLE)
- L - ARC LENGTH
- LBE - LANDSCAPE BUFFER EASEMENT
- UE - UTILITY EASEMENT
- R - RADIUS
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT

**SHEET 2 OF 2**



**CAULFIELD & WHEELER, INC.**

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LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
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PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR - POD 15  
LAKE INTERCONNECT EASEMENT  
SKETCH OF DESCRIPTION**

DATE 12/02/22

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**Instrument Prepared By and Return to:**

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

\_\_\_\_\_  
Space Above this Line for Recording Data\_\_\_\_\_

**LANDSCAPE MAINTENANCE EASEMENT AGREEMENT**

[AVENIR – POD 15]

**THIS LANDSCAPE MAINTENANCE EASEMENT AGREEMENT** (this “**Easement**”), made this 8<sup>th</sup> day of December, 2022 (the “**Effective Date**”), between **AVENIR – POD 15 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (“**Grantor**”) and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (“**CDD**”).

WITNESSETH:

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

Tracts “O-1, O-2, O-3, O-6 LESS ALL LANDS SITUATED 55 FEET NORTH OF TRACT R1, TRACT O-125 LESS ALL LANDS SITUATED 20 FEET WEST OF TRACT RBE1, INCLUSIVE, AVENIR – POD 15, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

And,

Tract “O-4 LESS ALL LANDS SITUATED 15 FEET NORTH AND EAST OF TRACT RBE7, INCLUSIVE, AVENIR – POD 15, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LESS ALL LANDS SITUATED 15 FEET EAST OF TRACT R, INCLUSIVE, PANTHER NATIONAL AT AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PG. 18, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

The lands described above are the “**Easement Area**”

**WHEREAS**, the Easement Area is located within the jurisdictional boundaries of the CDD and the CDD desires an easement over the Easement Area, as the intent of the parties is for the Grantor to install or have installed the Improvements, as later defined, at Grantor’s sole cost and expense, and upon completion of the Improvements, for the CDD to provide for the regular and routine Maintenance



Services, as later defined, of said Improvements utilizing funds collected from the assessable lands within the CDD for purposes of the operation and maintenance of the CDD; and

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

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

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement**. Grantor does hereby grant unto the CDD a non-exclusive easement over the Easement Area to repair, maintain, and replace the landscape improvements including but not limited to, trees, bushes, flowers, plantings, sod, ground cover, and irrigation systems (including irrigation lines, facilities, pumps and timers) appurtenant thereto (hereinafter the “**Improvements**”) contained in the Easement Area. The Improvements shall be deemed to include the façade (but not structure) of the side of the buffer walls constructed (or to be constructed) upon or adjacent to each Easement Area that is facing exterior to the residential subdivision adjacent to such walls. Grantor hereby reserves all rights of ownership in and to the Easement Area that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Area and the right to use the Easement Area for all uses not interfering with the uses permitted under this Easement.
3. **Maintenance Responsibility**.
  - a. CDD shall maintain, repair, and replace the Improvements within the Easement Area, at its sole cost and expense, in a manner consistent with its maintenance of similar improvements throughout the jurisdictional boundaries of the CDD. Such maintenance shall include the services specified in Exhibit “A” attached hereto (the “**Maintenance Services**”). To the extent permitted by law, CDD shall defend, indemnify and hold Grantor harmless from any loss, liability, damages, injuries and claims as to foregoing, whether as to person or property, arising from the acts and omissions of CDD on and with respect to the Easement Area, and such indemnification obligations shall survive the termination of this Easement.
  - b. The Maintenance Services shall be provided by the CDD in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the CDD shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the CDD.
  - c. The Maintenance Services shall be provided by the CDD in strict compliance with all governmental entities’ and agencies’ permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions.
  - d. The Maintenance Services shall be provided by the CDD without interfering in any way with or encumbering the use, ownership, or other right or interest of any party in the

Improvements or in the Easement Area, except to the extent reasonably necessary, on a temporary basis, for the CDD to perform its obligations under this Easement.

- e. The CDD shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the CDD may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Easement.
  - f. The CDD shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget and levy non-ad valorem assessments against the owners of the benefitting lands within the CDD.
  - g. The CDD shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, “**Applicable Laws**”), arising in connection with the CDD’s failure to perform the Maintenance Services in the manner required under this Easement. Any fines, penalties or other costs imposed against the Grantor for such violations shall immediately be paid by the CDD within fifteen (15) business days of the CDD’s actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one’s actual knowledge of such alleged violation of any Applicable Laws. The CDD shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to the CDD’s performance of its obligations under this Easement, however, Grantor shall notify the CDD of any changes to any Applicable Laws within a reasonable period of time of the Grantor’s actual knowledge of such changes.
4. **Excluded Events.** The Maintenance Services to be performed by the CDD shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (i) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (ii) the acts or omissions of Grantor or any of its contractors, agents, officers, employees, volunteers, or representatives (an “**Excluded Event**”). Grantor shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the CDD shall submit written notice to Grantor regarding any such damage to the Improvements due to the Excluded Event. However, the CDD’s failure to provide said notice shall not negate Grantor’s responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the CDD is delayed in the performance of any obligation under this Easement that it is otherwise responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.
5. **Emergency Intervention by Grantor.** In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by Grantor in its reasonable discretion, and regardless of any language in this Easement to the contrary or any language in any contract or arrangement that the CDD may have with third parties concerning the Maintenance Services for the Improvements, Grantor reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the CDD and if the CDD does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent

necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Easement: (a) the provision of any of the Maintenance Services and (b) the removal, modification, relocation, or replacement, as the case may be and in Grantor's reasonable discretion, of one or more of the Improvements. Following termination of the emergency event and conclusion of emergency remedial actions, if any, Grantor shall so notify the CDD and the CDD shall thereupon be obligated to resume the provision of Maintenance Services under this Easement. For the purpose of clarity, the CDD's failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Easement.

6. **Binding Effect.** This Easement shall be and constitutes a covenant running with the Easement Area, and shall inure to the benefit of, and be binding upon, the parties hereto and on Grantor's successors in title to the Easement Area.

7. **Default.**

- a. In addition to any other remedies available in law or equity, and any other rights of Grantor expressly provided in this Easement, if the CDD should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from Grantor, then in that event Grantor, at its sole discretion and with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements, or (ii) remove, modify, relocate, or replace, as the case may be and in the Grantor's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services, or (iii) terminate this Easement by providing written notice to the CDD and recording a termination of this Easement executed solely by Grantor in the Public Records of Palm Beach County, Florida. At such time as Grantor should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from Grantor, the CDD shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the CDD may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the either parties' rights to terminate this Easement in accordance with Section 8. Further, in such event, the CDD shall reimburse Grantor for the reasonable out-of-pocket costs incurred by the Grantor in providing such Maintenance Services (the "**Reimbursement Payments**") until such time as this Easement has been terminated (such obligation shall survive the termination of this Easement). In connection with any request by Grantor for Reimbursement Payments, Grantor shall provide to the CDD copies of invoices for the Maintenance Services provided by Grantor and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.
- b. Before any breach by the CDD of its obligations under this Easement shall constitute a default, Grantor shall first provide the CDD with written notice of such breach and the CDD shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the CDD has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.

- c. Except as expressly provided in Section 7(a) above, any costs incurred by Grantor in performing the Maintenance Services for any reason, shall be borne solely by Grantor.
  - d. At the sole discretion of Grantor, a default by the CDD under this Easement shall entitle Grantor to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the CDD's default under this Easement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the Grantor shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the CDD's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Easement by Grantor shall be limited to (a) the costs of any actual damage to the Easement Area or the Improvements resulting from the CDD's failure to perform the Maintenance Services in the manner required under this Easement, (b) any amounts owing in connection with the CDD's indemnification obligations, and (c) any enforcement costs due to Grantor under Section 12(f). For the purpose of clarity, in accordance with Section 5(c), Grantor shall not be entitled to any damages for the costs incurred by Grantor to simply perform the Maintenance Services in lieu of the CDD.
8. **Term of Agreement.** This Easement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Easement, the term of this Easement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date. This Easement shall automatically renew for additional five years, commencing at 12:01 a.m. on October 1st of the that year, unless the CDD provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the CDD intends not to renew for an additional term. In addition to the rights and methods of termination established pursuant to any other provision of this Easement, either the Grantor or the CDD may terminate this Easement at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the other party of its intent to terminate this Easement pursuant to this provision. Any termination of this Easement shall be evidenced by a termination executed by the CDD and the Grantor and recorded in the Public Records of Palm Beach County, Florida. Upon any such termination, each party agrees to reasonably cooperate with the other party in connection with the recording of an instrument evidencing the termination of this Easement.
9. **Insurance.** The CDD shall individually maintain, and require any contractor hired by the CDD to perform the Maintenance Services to maintain, throughout the term of this Easement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.
10. **Amendment.** This Easement may only be amended by a written amendment duly executed by the Grantor and the CDD, or their successors and assigns, and recorded in the Public Records of Palm Beach County, Florida.
11. **Authority.** Each of Grantor and CDD does hereby warrant that this document has been duly executed.
12. **Miscellaneous.**

- a. CDD's use of the Easement Area shall be in conformity with safe practices and shall at all times be in compliance with all local, state and federal laws, statutes, rules and regulations, including, without limitation, as to environmental matters.
- b. The Easement granted hereunder is subject to all matters of record and those matters that a personal inspection or an accurate survey of the Easement Area would reveal. Grantor does not make any representation or warranty, express or implied, with respect to the Easement Area, including, without limitation, as to fitness for a particular purpose, design or conditions, compliance with laws, absence of defect, whether patent or latent, or the existence of any hazardous substance. CDD acknowledges that it has inspected the Easement Area to the extent it deems necessary and has found the Easement Area satisfactory in all respects.
- c. CDD shall not commit or suffer to be committed any waste or nuisance upon the Easement Area and shall take such action necessary to terminate any nuisance or waste, except CDD shall not be liable to take such action to terminate any nuisance or waste to the extent an act or omission of Grantor is a substantial factor in the causation of such nuisance or waste.
- d. This Easement shall be governed by the laws of the State of Florida without giving effect to it conflict of laws principles. Venue and jurisdiction for any dispute arising under this Easement shall be exclusively in the courts located in Palm Beach County, Florida.
- e. All notices under this Easement shall be in writing and shall be sufficiently made or given only when delivered in person, sent by recognized overnight courier, or mailed by certified mail, return receipt requested, to the party's address provided in the initial paragraph to this Easement. Notice given by hand delivery shall be deemed received on the date delivered if delivered on a business day during business hours, otherwise it shall be deemed delivered on the next business day. Notice given by certified mail, return receipt requested, postage pre-paid, shall be deemed delivered three days following the date mailed. Notice sent by nationally recognized overnight courier (such as Federal Express) with request for next business day delivery, shall be deemed received on the next business day. Any notice refused shall be deemed to be accepted on the earlier of the time frame set forth in this notice provision or when actually refused. Grantor and Grantee may modify their respective notice address by providing ten (10) days' prior written notice to the other.
- f. In the event that either party is required to enforce this Easement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.
- g. Nothing contained in this Easement shall be deemed a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

[SIGNATURE PAGES FOLLOW]

*Signature Page to Landscape Maintenance Easement Agreement*

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

Signed, sealed and delivered  
In the presence of:

**AVENIR – POD 15 NEIGHBORHOOD  
ASSOCIATION, INC.**, a Florida corporation not for  
profit

Witness: \_\_\_\_\_

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

By: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_

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

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ of **AVENIR – POD 15 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, who ☐ is personally known to me or who ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida

Notary Seal: \_\_\_\_\_



*Signature Page to Landscape Maintenance Easement Agreement*

Signed, sealed and delivered  
In the presence of:

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF FLORIDA            )

COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Public – State of Florida

Notary Seal: \_\_\_\_\_

## **EXHIBIT "A"**

### **Maintenance Services**

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

**RESOLUTION NO. 2022-17**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE EXECUTION OF (1) A LAND SWAP AGREEMENT BETWEEN THE DISTRICT AND AVENIR DEVELOPMENT, LLC, AND (2) THE MULTIPLE CONVEYANCE DOCUMENTS ARISING OUT OF THE LAND SWAP AGREEMENT BY VIRGINIA CEPERO, AS CHAIR OF THE BOARD OF SUPERVISORS; ACCEPTING THE SPECIAL WARRANTY DEED AND OTHER CONVEYANCE DOCUMENTS PREPARED AND EXECUTED IN ACCORDANCE WITH THE LAND SWAP AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

**WHEREAS**, the District is the owner of certain parcels of real property located in Palm Beach County, Florida and within the boundaries of the District (collectively, the “District Property”), which District Property is more particularly described in Exhibit “A” to the Land Swap Agreement (as later defined herein); and

**WHEREAS**, Avenir Development, LLC (the “Developer”) is the owner of a certain parcels of real property located in Palm Beach County, Florida and within the boundaries of the District (collectively, the “Developer Property”), which Developer Property is more particularly described in Exhibit “B” to the Land Swap Agreement (as later defined herein); and

**WHEREAS**, as part of the development and plat review process, the City of Palm Beach Gardens (the “City”) has directed that certain portions of the District Property, consisting of lake boundaries be corrected to conform to the lake boundaries as shown on the recorded plat of AVENIR-POD 15, recorded at Plat Book 134, Page 179 of the Public Records of Palm Beach County, Florida; and

**WHEREAS**, it is proposed and subsequently approved and authorized, that in order to accomplish the City’s direction, the District Property and the Developer Property be exchanged pursuant to the terms of the Land Swap Agreement between the District and the Developer, a copy of which is attached hereto and made a part hereof as Exhibit “1” (the “Land Swap Agreement”); and

**WHEREAS**, at its meeting of November 14, 2022, the District Board of Supervisors (the “Board”) authorized, by motion, the proper District officials to enter into the Land Swap Agreement, execute and accept any and all conveyance documents associated with or arising out of the Land Swap Agreement; and

**WHEREAS**, at the Board of Supervisors meeting held on November 14, 2022, the District Engineer of the District that the parcel to be acquired by the District pursuant to the Land Swap Agreement will provide the same or greater benefit to all owners of the properties and residential parcels within Assessment Area Two of the District and is a larger parcel than that which is proposed to be conveyed to the Developer; and

**WHEREAS**, the Board finds it to be in the best interest of the District and the future residents of Avenir to authorize the proper District officials to execute the Land Swap Agreement and any instruments conveying or dedicating the District Property to the Developer, to accept the Developer Property in exchange for the District Property, and to ratify the same pursuant to the terms of this Resolution.

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

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

**SECTION 2.** The execution of the Land Swap Agreement by the Chair of the Board, Virginia Cepero, as well as the execution the conveyance documents referenced in Section 2 of the Land Swap Agreement and as otherwise determined necessary in connection with the Closing that took place on December 1, 2022, as defined in the Land Swap Agreement, in order for the District to convey the District Property to the Developer. In exchange for the District Property and subsequent to the execution of the Land Swap Agreement by the parties, the District hereby ratifies its acceptance of the Developer Property conveyed to the District pursuant in accordance with the terms of the Land Swap Agreement pursuant to the Special Warranty Deed attached hereto and made a part hereof as Exhibit “2”.

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

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

**SECTION 5.** If any clause, section or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

**SECTION 6.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT THIS 15th DAY OF DECEMBER, 2022.**

ATTEST:

**AVENIR COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Jason Pierman, Secretary

\_\_\_\_\_  
Virginia Cepero, Chair  
Board of Supervisors

**Exhibit “1”**

**Land Swap Agreement**

## LAND SWAP AGREEMENT

This Land Swap Agreement ("Agreement") is made and entered into as of this 1<sup>st</sup> day of December, 2022 (the "Effective Date"), by and between:

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

**AVENIR DEVELOPMENT, LLC**, a Florida limited liability company (the "Developer"), whose mailing address is 777 South Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401.

### **RECITALS:**

**WHEREAS**, the District is the owner of certain parcels of real property located in Palm Beach County, Florida, which parcels are more particularly described in Exhibit "A" attached hereto (the "District Property");

**WHEREAS**, the District Property was subsequently included in the plat of AVENIR – POD 15, according to the plat thereof, as recorded in Plat Book 134, Page 179, of the Public Records of Palm Beach County, Florida (the "Pod 15 Plat");

**WHEREAS**, due to a modification in the Developer's development plan for the community known as "Avenir" necessitated by and at the direction of the City of Palm Beach Gardens, Florida, the boundaries of the District Property do not match the platted tracts in the Pod 15 Plat;

**WHEREAS**, to correct the boundaries of the District Property to match the Pod 15 Plat, the District desires to convey the District Property to the Developer, and the Developer desires to then immediately convey the real property described in Exhibit "B" attached hereto (the "Developer Property") to the District, so that the land owned by the District will match the Pod 15 Plat;

**WHEREAS**, the Developer Property also includes additional land outside of the Pod 15 Plat, so the net result of the swap of the Developer Property and the District Property is that the District will own more acreage than prior to the swap and the Developer has agreed to incur all costs in connection with the swap of the District Property and Developer Property;

**WHEREAS**, the District has agreed to swap the District Property for the Developer Property, subject to the terms and conditions of this Agreement; and

**WHEREAS**, the District and the Developer agree that this Agreement shall be binding upon their respective heirs, executors, receivers, trustees, successors and assigns.



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

**Section 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**Section 2. EXCHANGE OF PROPERTY.**

(a) The District shall convey good and marketable title of the District Property to the Developer, and the Developer shall convey good and marketable title of the Developer Property to the District. The Developer shall coordinate with the District's attorney the process for the exchange of deeds. The Developer shall provide the District with a title insurance commitment acceptable to the District's attorney prior to Closing showing that title to the Developer Property is in the name of the Developer and that the Developer's title to the Developer's Property is good and marketable, free of all liens and encumbrances.

(b) The Closing of this transaction shall occur on or before thirty (30) days following the Effective Date.

(c) At Closing, the District shall deliver to the Developer an executed Special Warranty Deed in recordable form for the District Property, and the Developer shall deliver to the District an executed Special Warranty Deed for the Developer Property in recordable form, together with the following: (i) a marked-up and signed title insurance commitment consistent with (a) above; (ii) an affidavit executed by the property owner attesting to the absence of any liens, parties-in-possession, or other claims; (iii) a FIRPTA affidavit; (iv) a certificate of good standing and resolution authorizing the conveyance contemplated herein; (v) a closing statement; (vi) public disclosure affidavit; and (vi) such other documents as may be customarily executed by the parties in a real estate transaction in the State of Florida.

(d) The District and the Developer each acknowledge that it is acquiring the District Property or the Developer Property, as applicable, in its "AS IS, WHERE IS" condition, without representation or warranty on the part of the other party.

(f) By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

**Section 3. COSTS OF EXCHANGE OF THE DEVELOPER PROPERTY AND THE DISTRICT PROPERTY.** Any and all costs associated with the exchange of the Developer Property and the District Property, including, but not limited to, the District's and Developer's reasonable attorney's fees and engineering fees, any documentary stamp taxes due on the exchange, District's title insurance premium, and recording fees, will be paid by



Developer. Such costs shall be paid at the time of the exchange, provided that the District's attorneys' fees and engineering fees shall be paid by the Developer within thirty (30) days of invoice by the District to Developer.

**Section 4. TAXES.** All ad valorem taxes for the Developer Property and District Property, if any, for the year of Closing shall be paid by Developer. Such taxes shall be paid by the Developer to the Palm Beach County Tax Collector in the manner provided by law. Developer agrees to pay such tax bill on or before December 15, 2022. This Section 4 shall survive the closing of this transaction.

**Section 5. SUCCESSORS.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Developer and the District, and their respective heirs, executors, receivers, trustees, successors and assigns.

**Section 6. CONSTRUCTION OF TERMS.** Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

**Section 7. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the District and the Developer, and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

**Section 8. CAPTIONS.** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

**Section 9. SEVERABILITY.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**Section 10. EXECUTION OF DOCUMENTS.** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

**Section 11. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**Section 12. AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.



**Section 13. INCORPORATION OF EXHIBITS.** All exhibits attached to this Agreement are incorporated herein by reference.

**Section 14. AMENDMENTS AND WAIVERS.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by the District or the Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

**Section 15. APPLICABLE LAW; VENUE.** This Agreement is made and shall be construed under the laws of the State of Florida, without regard to principles of conflicts of law, and venue for purposes of any litigation arising out of this Agreement shall be Palm Beach County, Florida.


**Section 16. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**Section 17. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

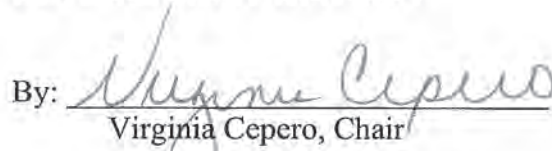
**Section 18. FURTHER ASSURANCES.** At any and all times, the Developer and the District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District or the Developer, for the better assuring, conveying, granting, assigning and confirming, as applicable, of any and all rights or interest in the District Property and the Developer Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated above.

Attest:

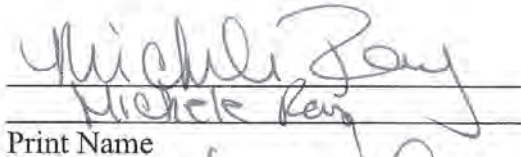
  
\_\_\_\_\_  
Secretary / Assistant Secretary

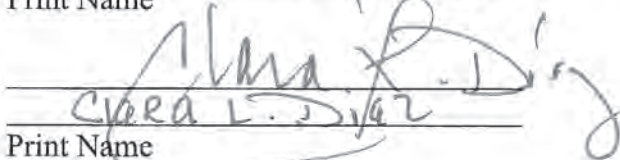
**AVENIR COMMUNITY  
DEVELOPMENT DISTRICT**


By:   
\_\_\_\_\_  
Virginia Cepero, Chair

1<sup>st</sup> day of December, 2022

Witnesses:

  
\_\_\_\_\_  
Michele Ray  
Print Name

  
\_\_\_\_\_  
Cheryl L. Dyer  
Print Name

By:   
\_\_\_\_\_  
Print: Rosa Eckstein Schechter  
Title: Vice President

1<sup>st</sup> day of December, 2022

*[Signature Page to Land Swap Agreement]*



**Exhibit "A"**

**Legal Description**

**District Property to be conveyed to Developer**

**Lake 1**

**DESCRIPTION:**

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

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 2672.71 FEET; THENCE, N39° 40' 37" E FOR A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING; THENCE, N50° 19' 23" W FOR A DISTANCE OF 654.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 1095.00 FEET, HAVING AN ARC DISTANCE OF 758.28 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 743.22 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 164.68 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60° 00' 00", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 104.72 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 00' 00" WEST FOR A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24° 45' 56", HAVING A RADIUS OF 290.00 FEET, HAVING AN ARC DISTANCE OF 125.35 FEET, AND WHOSE LONG CHORD BEARS NORTH 42° 22' 58" WEST FOR A DISTANCE OF 124.38 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54° 45' 56", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 95.58 FEET, AND WHOSE LONG CHORD BEARS NORTH 27° 22' 58" WEST FOR A DISTANCE OF 91.99 FEET; THENCE, NORTH 00° 00' 00" EAST FOR A DISTANCE OF 759.95 FEET; THENCE, NORTH 90° 00' 00" EAST FOR A DISTANCE OF 170.00 FEET; THENCE, SOUTH 00° 00' 00" EAST FOR A DISTANCE OF 560.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 84° 26' 43", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 368.46 FEET, AND WHOSE LONG



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

CONTAINING 10.668 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

#### Lake 8

#### DESCRIPTION:

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

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 1311.30 FEET; THENCE, N39° 40' 37" E FOR A DISTANCE OF 180.00 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 135.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89° 57' 46", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 05° 20' 30" WEST FOR A DISTANCE OF 70.69 FEET; THENCE, NORTH 39° 38' 23" EAST FOR A DISTANCE OF 428.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 38' 23", HAVING A RADIUS OF 72.00



FEET, HAVING AN ARC DISTANCE OF 49.81 FEET, AND WHOSE LONG CHORD BEARS NORTH 19° 49' 11" EAST FOR A DISTANCE OF 48.83 FEET; THENCE, NORTH 00° 00' 00" EAST FOR A DISTANCE OF 213.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 53° 17' 06", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 66.96 FEET, AND WHOSE LONG CHORD BEARS NORTH 26° 38' 33" WEST FOR A DISTANCE OF 64.57 FEET; THENCE, NORTH 53° 17' 06" WEST FOR A DISTANCE OF 189.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 37' 28", HAVING A RADIUS OF 438.18 FEET, HAVING AN ARC DISTANCE OF 249.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 34° 37' 34" WEST FOR A DISTANCE OF 246.15 FEET; THENCE, NORTH 18° 18' 49" WEST FOR A DISTANCE OF 75.06 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07° 48' 55", HAVING A RADIUS OF 1335.00 FEET, HAVING AN ARC DISTANCE OF 182.10 FEET, AND WHOSE LONG CHORD BEARS NORTH 75° 35' 38" EAST FOR A DISTANCE OF 181.96 FEET; THENCE, SOUTH 10° 29' 54" EAST FOR A DISTANCE OF 15.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 74° 44' 33", HAVING A RADIUS OF 360.00 FEET, HAVING AN ARC DISTANCE OF 469.62 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 52' 10" EAST FOR A DISTANCE OF 437.02 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 45' 40", HAVING A RADIUS OF 1008.00 FEET, HAVING AN ARC DISTANCE OF 277.29 FEET, AND WHOSE LONG CHORD BEARS SOUTH 77° 21' 37" EAST FOR A DISTANCE OF 276.41 FEET; THENCE, S22° 50' 39" W FOR A DISTANCE OF 88.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16° 47' 44", HAVING A RADIUS OF 1400.00 FEET, HAVING AN ARC DISTANCE OF 410.39 FEET, AND WHOSE LONG CHORD BEARS SOUTH 31° 14' 31" WEST FOR A DISTANCE OF 408.92 FEET; THENCE, S39°38'23"W, A DISTANCE OF 566.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.491 ACRES MORE OR LESS.

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

#### Lake 9

#### DESCRIPTION:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20°



31' 16" WEST FOR A DISTANCE OF 1164.74 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 1928.16 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 24° 25' 01" WEST FOR A DISTANCE OF 314.18 FEET; THENCE, SOUTH 48° 26' 49" WEST FOR A DISTANCE OF 47.08 FEET; THENCE, NORTH 50° 19' 23" WEST FOR A DISTANCE OF 239.89 FEET; THENCE, NORTH 67° 25' 48" WEST FOR A DISTANCE OF 15.69 FEET; THENCE, NORTH 50° 21' 37" WEST FOR A DISTANCE OF 15.19 FEET; THENCE, NORTH 39° 38' 23" EAST FOR A DISTANCE OF 296.11 FEET; THENCE, SOUTH 64° 42' 03" EAST FOR A DISTANCE OF 177.27 FEET; THENCE, NORTH 87° 48' 39" EAST FOR A DISTANCE OF 16.91 FEET; THENCE, SOUTH 65° 34' 59" EAST FOR A DISTANCE OF 10.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.792 ACRES, MORE OR LESS.

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

#### Lake 10

#### DESCRIPTION:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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



EAST FOR A DISTANCE OF 71.68 FEET; THENCE, SOUTH 65° 34' 38" EAST FOR A DISTANCE OF 120.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03° 55' 41", HAVING A RADIUS OF 2392.00 FEET, HAVING AN ARC DISTANCE OF 163.99 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 32' 29" EAST FOR A DISTANCE OF 163.96 FEET TO THE POINT OF REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 66° 33' 29", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 58.08 FEET, AND WHOSE LONG CHORD BEARS SOUTH 36° 13' 35" EAST FOR A DISTANCE OF 54.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.129 ACRES, MORE OR LESS.

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

#### Lake 11

##### DESCRIPTION:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

CONTAINING 3.290 ACRES, MORE OR LESS.



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

Lake 12

DESCRIPTION:

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

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 14' 28", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 596.42 FEET, AND WHOSE LONG CHORD BEARS SOUTH 70° 44' 13" WEST FOR A DISTANCE OF 589.52 FEET; THENCE, N04° 08' 33" W FOR A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, N04° 08' 33" W FOR A DISTANCE OF 70.11 FEET; THENCE, N26° 44' 15" E FOR A DISTANCE OF 48.29 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 81° 07' 13", HAVING A RADIUS OF 195.00 FEET, HAVING AN ARC DISTANCE OF 276.08 FEET, AND WHOSE LONG CHORD BEARS NORTH 13° 49' 21" WEST FOR A DISTANCE OF 253.06 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 67° 39' 16", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 118.08 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 33' 20" WEST FOR A DISTANCE OF 111.34 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 16° 13' 09", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 84.92 FEET, AND WHOSE LONG CHORD BEARS NORTH 05° 09' 44" EAST FOR A DISTANCE OF 84.64 FEET; THENCE, N02° 56' 51" W FOR A DISTANCE OF 1079.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19° 59' 51", HAVING A RADIUS OF 640.00 FEET, HAVING AN ARC DISTANCE OF 223.37 FEET, AND WHOSE LONG CHORD BEARS NORTH 07° 03' 04" EAST FOR A DISTANCE OF 222.24 FEET; THENCE, N17° 03' 00" E FOR A DISTANCE OF 33.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03° 52' 38", HAVING A RADIUS OF 2070.00 FEET, HAVING AN ARC DISTANCE OF 140.08 FEET, AND WHOSE LONG CHORD BEARS SOUTH 79° 19' 18" EAST FOR A DISTANCE OF 140.05 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 80° 38' 34", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 70.37 FEET, AND WHOSE LONG CHORD BEARS SOUTH 40° 56' 21" EAST FOR A DISTANCE OF 64.71 FEET; THENCE,



S00° 37' 04" E FOR A DISTANCE OF 148.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 28' 11", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 18.17 FEET, AND WHOSE LONG CHORD BEARS SOUTH 01° 07' 02" WEST FOR A DISTANCE OF 18.16 FEET; THENCE, S02° 51' 07" W FOR A DISTANCE OF 110.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 47' 58", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 10.12 FEET, AND WHOSE LONG CHORD BEARS SOUTH 00° 02' 52" EAST FOR A DISTANCE OF 10.12 FEET; THENCE, S02° 56' 51" E FOR A DISTANCE OF 993.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 31° 29' 26", HAVING A RADIUS OF 450.00 FEET, HAVING AN ARC DISTANCE OF 247.33 FEET, AND WHOSE LONG CHORD BEARS SOUTH 18° 41' 34" EAST FOR A DISTANCE OF 244.22 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 11° 51' 51", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 62.12 FEET, AND WHOSE LONG CHORD BEARS SOUTH 28° 30' 21" EAST FOR A DISTANCE OF 62.01 FEET; THENCE, S22° 34' 26" E FOR A DISTANCE OF 176.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19° 15' 28", HAVING A RADIUS OF 950.00 FEET, HAVING AN ARC DISTANCE OF 319.31 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 13' 43" WEST FOR A DISTANCE OF 317.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.053 ACRES MORE OR LESS.

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

#### Lake 15

#### DESCRIPTION:

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

COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF TRACT R1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 54°44'11" WEST, A DISTANCE OF 3775.21 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 12°54'20" WEST, A DISTANCE OF 82.13 FEET TO A POINT OF CURVETURER OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04° 42' 06", HAVING A RADIUS OF 3000.00 FEET, HAVING AN ARC DISTANCE OF 246.17 FEET; THENCE, NORTH 08°12'15" WEST, A DISTANCE OF 77.26 FEET TO A POINT OF CURVETURER OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04° 11' 34", HAVING A RADIUS OF

200.00 FEET, HAVING AN ARC DISTANCE OF 14.64 FEET; THENCE, NORTH 04°00'41" WEST, A DISTANCE OF 6.95 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12° 05' 18", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 42.20 FEET, AND WHOSE LONG CHORD BEARS SOUTH 12° 16' 25" EAST FOR A DISTANCE OF 42.12 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13° 15' 06", HAVING A RADIUS OF 1165.00 FEET, HAVING AN ARC DISTANCE OF 269.45 FEET; THENCE, SOUTH 05°03'58" EAST, A DISTANCE OF 75.30 FEET TO A POINT OF CURVETURER OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07° 50' 22", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 41.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,848 SQUARE FEET, 0.111 ACRES, MORE OR LESS.

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



**Exhibit "B"**

**Legal Description**  
**Developer Property to be conveyed to District**

**LAKE NO. 1**

**DESCRIPTION:**

TRACT W12, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 344,220 SQUARE FEET, 7.902 ACRES, MORE OR LESS

AND:

TRACT LM12, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 110,790 SQUARE FEET, 2.543 ACRES, MORE OR LESS.

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

**LAKE NO. 8**

**DESCRIPTION:**

TRACT W7, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 243,371 SQUARE FEET, 5.587 ACRES, MORE OR LESS.

AND:

TRACT LM7, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 69,101 SQUARE FEET, 1.586 ACRES, MORE OR LESS.

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

**LAKE NO. 9**

**DESCRIPTION:**

TRACT W5, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 57,715 SQUARE FEET, 1.325 ACRES, MORE OR LESS.

AND:

TRACT LM5, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 21,305 SQUARE FEET, 0.489 ACRES, MORE OR LESS.

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

LAKE NO. 10

DESCRIPTION:

TRACT W6, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 55,328 SQUARE FEET, 1.270 ACRES, MORE OR LESS.

AND:

TRACT LM6, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 22,294 SQUARE FEET, 0.512 ACRES, MORE OR LESS.

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

LAKE NO. 11

DESCRIPTION:

TRACT W4, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 115,139 SQUARE FEET, 2.643 ACRES, MORE OR LESS.

AND:

TRACT LM4, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 31,604 SQUARE FEET, 0.726 ACRES, MORE OR LESS.

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

LAKE NO. 12

DESCRIPTION:

TRACT W3, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 269,804 SQUARE FEET, 6.194 ACRES, MORE OR LESS.

AND:

TRACT LM3, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 81,663 SQUARE FEET, 1.875 ACRES, MORE OR LESS.

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

NORTHLAKE SCENIC CORRIDOR & OPEN SPACE

DESCRIPTION:

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

BEGINNING AT THE NORTHEAST CORNER OF TRACT RW-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT RW-1, NORTH 89°20'55" WEST, A DISTANCE OF 2443.15 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 44°20'55" WEST, A DISTANCE OF 141.42 FEET; THENCE, SOUTH 89°20'55" EAST, A DISTANCE OF 613.10 FEET; THENCE, SOUTH 54°59'22" EAST, A DISTANCE OF 21.09 FEET; THENCE, SOUTH 72°40'19" EAST, A DISTANCE OF 79.87 FEET; THENCE, SOUTH 69°57'18" EAST, A DISTANCE OF 69.70 FEET; THENCE, SOUTH 23°18'46" EAST, A DISTANCE OF 35.06 FEET; THENCE, SOUTH 89°20'55" EAST, A DISTANCE OF 1756.11 FEET; THENCE, SOUTH 00°26'57" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 85,267 SQUARE FEET, 1.957 ACRES, MORE OR LESS.

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

**Exhibit “2”**

**Special Warranty Deed**



This instrument prepared by:  
Rosa Eckstein Schechter, Esq.  
Avenir Development, LLC  
Suite 1110  
550 Biltmore Way  
Coral Gables, Florida 33134

Folio Number: 52-41-41-28-01-001-0129 (portion)  
52-41-41-28-01-001-0138 (portion)

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

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SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "Deed") is made this 1<sup>st</sup> day of December 2022, from AVENIR DEVELOPMENT, LLC, a Florida limited liability company ("Grantor"), with an address at 777 South Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401, to AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("Grantee"), with an address at 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410.

WITNESSETH:

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

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

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record; taxes and assessments for the year 2023 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by appropriate governmental authorities, if any.

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

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

*[Signature Page Follows]*

**NOTE TO CLERK: THIS CONVEYANCE IS MADE TO CORRECT A DEFICIENCY IN THE PRIOR DEED RECORDED IN OFFICIAL RECORDS BOOK 33529, PAGE 971, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS THE METES AND BOUNDS LEGAL DESCRIPTION IN THE PRIOR DEED DOES NOT MATCH THE SUBSEQUENTLY PLATTED LEGAL DESCRIPTION. ACCORDINGLY, THIS CONVEYANCE IS MEANT TO CORRECT SUCH DEFICIENCY AND PURSUANT TO F.A.C. 12B-4.014(3), ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE UPON THE RECORDING OF THIS DEED.**



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

Signed, sealed and delivered in the presence of:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Print Name:

Michelle Ray

By:

Name: Rosa Eckstein Schechter

Title: Vice President

Print Name:

CLARA L. DIAZ

STATE OF FLORIDA )

) ss.

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of, November, 2022, by Rosa Eckstein Schechter, as Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company. The above-named individual is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(Notary Seal)

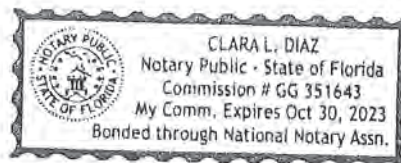
Notary Public

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

State of Florida

My Commission No: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



[Signature Page to Special Warranty Deed]

EXHIBIT "A"  
Legal Description

LAKE NO. 1

TRACT W12, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND:

TRACT LM12, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LAKE NO. 8

TRACT W7, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND:

TRACT LM7, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LAKE NO. 9

TRACT W5, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND:

TRACT LM5, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LAKE NO. 10

TRACT W6, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND:

TRACT LM6, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LAKE NO. 11

TRACT W4, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND:

TRACT LM4, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC

RECORDS OF PALM BEACH COUNTY, FLORIDA.

LAKE NO. 12

TRACT W3, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND:

TRACT LM3, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

NORTHLAKE SCENIC CORRIDOR & OPEN SPACE

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

BEGINNING AT THE NORTHEAST CORNER OF TRACT RW-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID REACT RW-1, NORTH 89°20'55" WEST, A DISTANCE OF 2443.15 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 44°20'55" WEST, A DISTANCE OF 141.42 FEET; THENCE, SOUTH 89°20'55" EAST, A DISTANCE OF 613.10 FEET; THENCE, SOUTH 54°59'22" EAST, A DISTANCE OF 21.09 FEET; THENCE, SOUTH 72°40'19" EAST, A DISTANCE OF 79.87 FEET; THENCE, SOUTH 69°57'18" EAST, A DISTANCE OF 69.70 FEET; THENCE, SOUTH 23°18'46" EAST, A DISTANCE OF 35.06 FEET; THENCE, SOUTH 89°20'55" EAST, A DISTANCE OF 1756.11 FEET; THENCE, SOUTH 00°26'57" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.



## CONSTRUCTION CONTRACT

**THIS CONSTRUCTION AGREEMENT** (this "Agreement" of "Contract") made this \_\_\_\_ day of August, 2020 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **SPF UNDERGROUND UTILITIES, INC.**, a Florida Corporation (herein called "Contractor") whose address is 1220 SW Dyer Point Road, Palm City, FL 34990 agree as follows (each a "Party" and together "Parties"):

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

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

### AVENIR SPINE ROAD PHASE 4 – FPL BACKBONE SYSTEM

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

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

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

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

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

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

entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

**Section 4.** Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Two Hundred and Seventy Five Thousand Dollars and Zero Cents (\$275,000.00)** subject to the additions and deductions as provided for in this Agreement.

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

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

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

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

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

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

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



the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

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

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

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

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

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

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

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

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

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

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

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

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

including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.

- F. ASSIGNMENT: The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub-contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the latter shall expressly agree to this provision.
- G. OSHA: The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.
- H. GUARANTEE: The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes, and will be of good quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified

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



by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

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

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

terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contract, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

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

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

agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.

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

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

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

To Contractor: SPF UNDERGROUND UTILITIES, INC.  
1220 SW Dyer Point Rd.  
Palm City, FL 34990  
Attn: Scott Fruggiero

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other

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

communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

- P. PAYMENT AND PERFORMANCE BOND: The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05 Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.
- Q. SOVEREIGN IMMUNITY: The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.
- R. PUBLIC RECORDS:
- (a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
  2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and

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

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.
- (b) Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Owner pursuant to Section 119.0701(3), Florida Statutes. If notified by the Owner of a public records request for records not in the possession of the Owner but in possession of the Contractor, the Contractor shall provide such records to the Owner or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- (c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:**

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

**S. SCRUTINIZED COMPANY LIST:**

- (a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in

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



Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

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

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

WITNESSES:

OWNER:

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

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

By:

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

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

Dated:

WITNESSES:

CONTRACTOR:

SPF UNDERGROUND UTILITIES, INC., a Florida  
corporation

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

By:

\_\_\_\_\_  
Name: Scott Fruggiero  
Title: President

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

Dated:

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

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

- Prepare, submit and process applications as necessary to obtain building permit from the City of Palm Beach Gardens Building Department as required to perform the Work.
- Contractor required to take densities while backfilling the trenches as required by Geotechnical Engineer to certify the compaction of the fill. Contractor to backfill trenches with structural material (material not having more than 5% organic content).
- Install all FP&L required improvements for the construction of the backbone system as shown in the Construction Drawings attached as Exhibit "C".
- Process documents required to final inspection and permit closeout.
- All material shall be warranted for a period of one (1) year after final inspection is obtained.

Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary revisions to the as-builts, inspections, and work required to certify the Work to the permitting agencies.

Work includes the cost of cost of the densities and testing required to certify the completion of the Work. Contractor to coordinate with testing lab and Owner the required inspections and testing as necessary to obtain final certification of the required improvements. Cost of payment and performance bond shall also be provided.

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

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

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

SPF Underground Utilities, Inc.

1220 SW Dyer Point Rd  
Palm City, FL 34990

# ESTIMATE

Date	Estimate #
12/6/2022	120622AA

Name / Address
Florida Select Builders Corp Keith O'Brien

	PO/WO	Project	Attn:
			Keith O'Brein
Description	Qty	Rate	Total
Avenir Palm Beach Gardens Attn: Keith O'Brein FPL Backbone Installation WR# 10802625 Trench and backfill @36" per FPL Specs REVISED 12/07/2022			
Trench and install 6" feeder	6,900	8.00	55,200.00
Trench and install 2" for street lights (24" cover)	6,900	6.00	41,400.00
Install 2-6" for Feeder (1-Spare per print) N/C			
Install transformer pads per spec	3	125.00	375.00
Install feeder splice boxes per print	4	1,025.00	4,100.00
Install feeder chambers per print	8	1,025.00	8,200.00
Install 17" handholes per print	157	100.00	15,700.00
Install 2-2" for comcast cable	3,500	2.00	7,000.00
Install 4" for ATT communication	3,500	2.50	8,750.00
Purchase and install 4" for ATT communication	7,000	11.00	77,000.00
Purchase and install 2" for Comcast communication	7,000	6.60	46,200.00
Survey Cost for spine road per WR 10802625	1	15,800.00	15,800.00
DIRECTIONAL BORES TBD IF NEEDED			
New Customer Discount		-4,725.00	-4,725.00
		<b>Total</b>	\$275,000.00

Phone #
772-263-0102

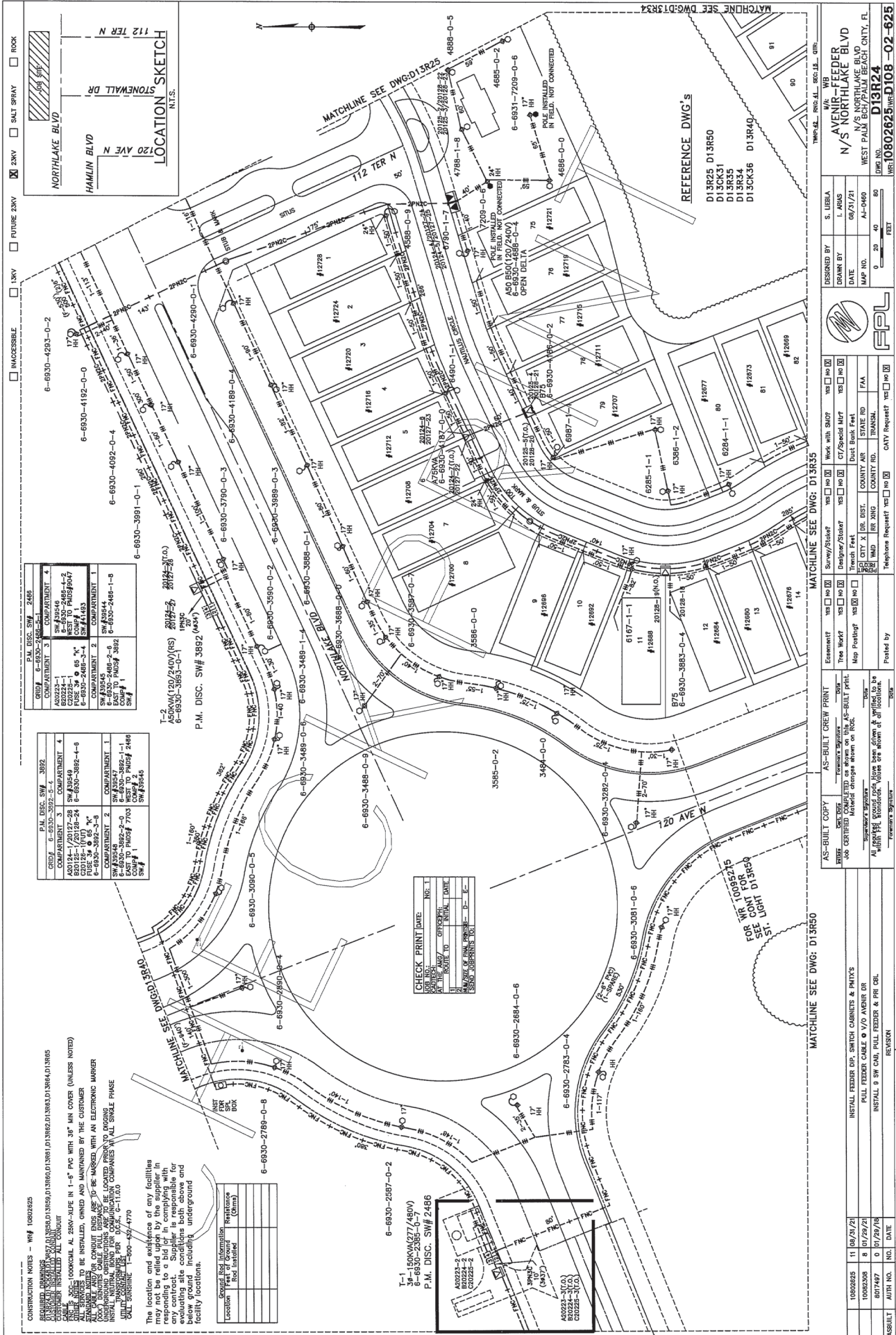
E-mail
scott.spfunderground@gmail.com



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

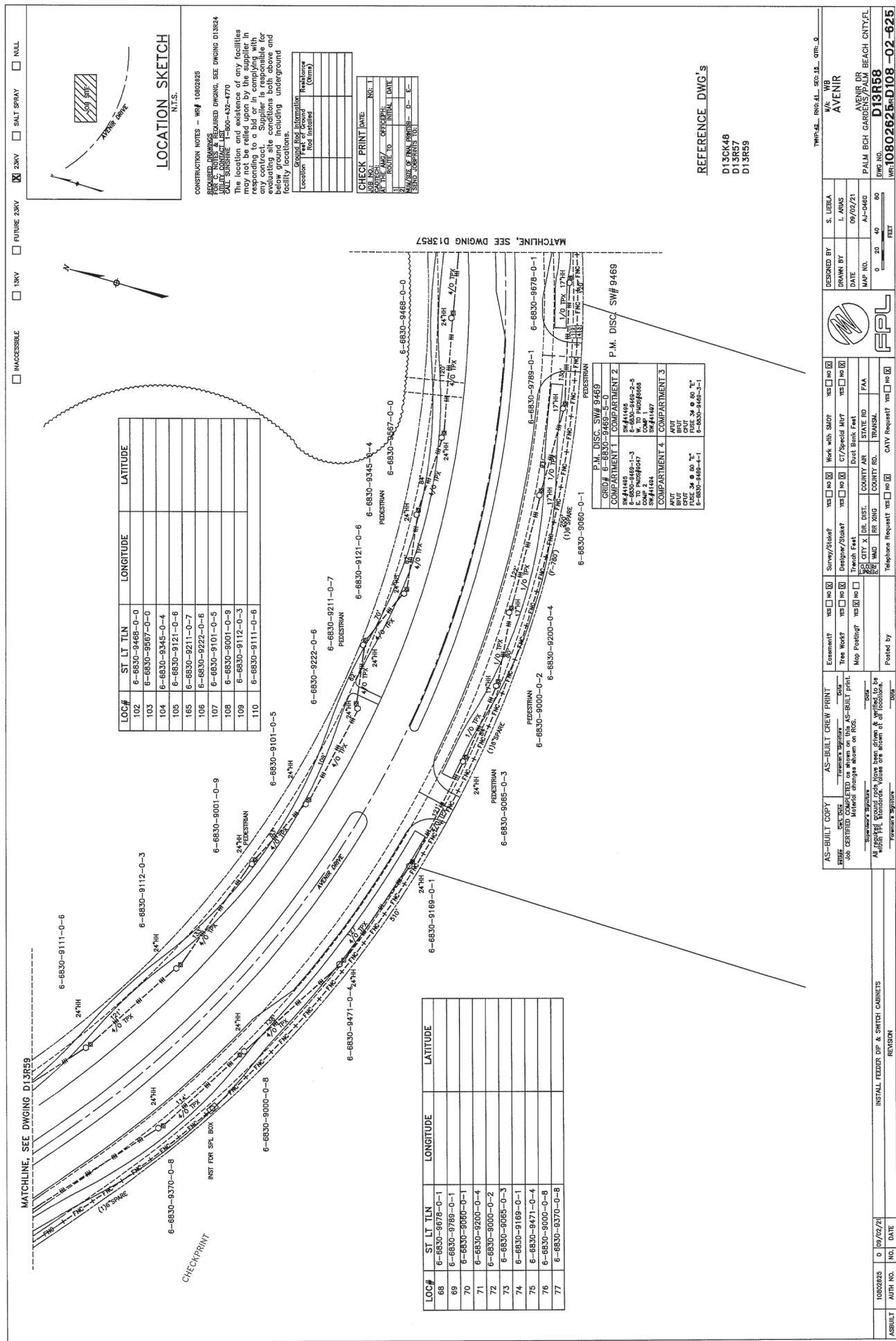
Owner\_\_\_\_\_ Contractor\_\_\_\_\_





☐ SALT SPRAY ☐ NULL







LOC#	ST LT TLN	LONGITUDE	LATITUDE
111	6-6830-8123-0-3		
112	6-6830-8020-0-5		
113	6-6830-8001-0-8		
114	6-6830-8149-0-9		

☐ UNACCESSIBLE   
 ☐ 13KV   
 ☐ FUTURE 23KV   
 ☒ 23KV   
 ☐ SALT SPRAY   
 ☐ NULL

**LOCATION SKETCH**

N.T.S.

LOC #	ST. LT. TLN	LONGITUDE	LATITUDE
107	6-4830-8123-0-3		
112	6-4830-8020-0-5		
113	6-4830-8001-0-8		
114	6-4830-8145-0-9		
115	6-4830-8988-0-1		
116	6-4830-8780-0-1		
117	6-4830-8112-0-2		
118	6-4830-8123-0-2		



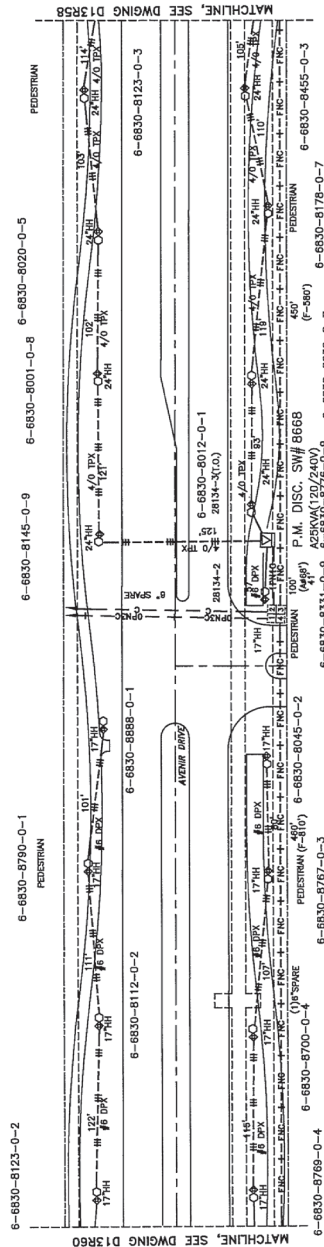
LOCATION SKETCH  
N.T.S.

CONSTRUCTION NOTES - WR# 10802625  
REQUIRED DRAWINGS  
FOR C, NOTES & REQUIRED DWGING, SEE DWGING D13R24  
UTILITY CONTACT LIST  
CALL SUNSHINE 1-800-432-4770

**CALL SUNSHINE 1-800-432-4770**  
The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

[illegible]

CHECK PRINT DATE:		NO: 1	
JOB NO: 1		DATE: 1	
CADD TECH: 1		OFFICE PH: 1	
AT THE AMG/		INITIAL DATE	
ROUTE TO		1/	
2/		3/	
NUM/SIZE OF FINAL PRINTS: 1		D- 1	
SEND COMMENTS TO:		E- 1	



P.M. DISC. SW# 8668	
GRID# 6-6830-8668-5-1	COMPARTMENT 2
COMPARTMENT 1	COMPARTMENT 2
SW#41497 8-6830-8668-1-3 E. TO PMS#9469 COMP 2	SW#41498 8-6830-8668-2-2 W. TO PMS#7671 COMP 1
COMPARTMENT 4	COMPARTMENT 3
ATUT BRUT CRUT FUSE 3# @ 60 "E"	AT1034-1 BRUT CRUT FUSE 3# @ 60 "E"

LOC#	ST LT TLN	LONGITUDE	LATITUDE
59	6-6830-8769-0-4		
60	6-6830-8700-0-4		
61	6-6830-8767-0-3		
62	6-6830-8046-0-2		
63	6-6830-8331-0-9		
64	6-6830-8012-0-1		
65	6-6830-8232-0-7		
66	6-6830-8178-0-7		

## REFERENCE DWG'S

D13CK48  
D13R58  
D13R60

[illegible]



[illegible]











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

Celebrating  
**35**  
years

Engineering EB0003591  
Surveying LB0003591  
Landscape Architecture LC0000318

December 8, 2022

Proposal #12-22-029

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

**Re: Agreement for professional Agreement for professional services relating to the  
"AVENIR POD 15 - CDD MAINTENANCE AGREEMENT EASEMENTS"  
project located in the City of Palm Beach Gardens, Palm Beach County, Florida.**

Dear Mrs. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the POD 15 - CDD MAINTENANCE AGREEMENT EASEMENTS. The scope of this agreement is to provide professional Surveying services of the subject property.

### **SCOPE OF SERVICES**

**1). SKETCH OF DESCRIPTION FOR THE POD 15 – CDD MAINTENANCE  
AGREEMENT EASEMENTS (5 Total Easements)**

Consultant shall prepare a sketch and legal description for the proposed POD 15 CDD Maintenance Agreement, in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Fee.....\$2,620.00

**2). MISCELLANEOUS SERVICES**

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

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

### 3). GENERAL PROVISIONS

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

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

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

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

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



Page 4 – December 8, 2022  
Proposal #12-22-029  
Avenir Community Development District

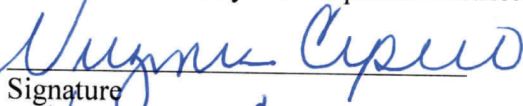
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,  
Caulfield & Wheeler, Inc.

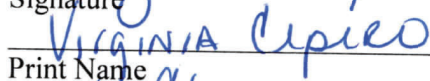


David P. Lindley, PLS  
Senior Vice President

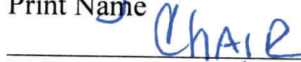
Accepted by:  
Avenir Community Development District



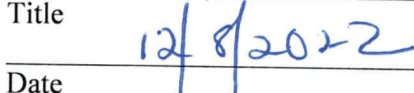
Signature



Print Name



Title



Date

Z:\PROPOSALS-BIDS\Pending\2022\Avenir Pod 15 CDD Maintenance Agmt Esmts-Avenir CDD.docx



FPL Account Number: 99630-00550

FPL Work Request Number: 10802808

## LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Avenir Community Development District (hereinafter called the Customer), requests on this 9 day of December, 2022, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Avenir Spine Rd (Phase 4), located in Palm Beach Gardens, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
LED, Mesa Fixture	150	14911	4000K	112	0
LED, Mesa Fixture	53	7456	4000K	53	0

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/led](http://www.fpl.com/led)



Pole Description	# Installed	# Removed
Black Tapered Concrete Pole 21'(15.6" MH)	112	0
Black Tapered Concrete Pole 14'6"(10" MH)	53	0

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): Install 112 x 150Watt 4K Mesa LED fixtures on 21' (15.6" MH) Tapered concrete poles, and 53 x 75Watt 4K Mesa LED fixtures on 14'6" (10' MH) Tapered concrete poles, Customer installing required conduit and hand-holes.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$1050.58. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

**IT IS MUTUALLY AGREED THAT:**

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.  
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Avenir Community Development District  
Customer (Print or type name of Organization)

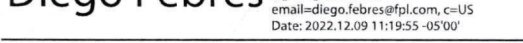
By:   
Signature (Authorized Representative)

Virginia Cepero  
(Print or type name)

Title: Chair

**FLORIDA POWER & LIGHT COMPANY**

**Diego Febres**

By:   
(Signature)

Diego Febres  
(Print or type name)

Title: FPL Sr. Representative, LED Lighting Solutions

Digitally signed by Diego Febres  
DN: cn=Diego Febres, o=FPL, ou=LED  
Lighting Solutions,  
email=diego.febres@fpl.com, c=US  
Date: 2022.12.09 11:19:55 -05'00'





***Monthly Managers Report  
December 15, 2022***

*Date of Report: 12/7/2022*

*Submitted by: Richard Salvatore*

○ ***Completed Tasks***

- The approved landscaping upgrade for the front of the clubhouse has been completed
- The contract to begin fitness services has been completed, and services are set to begin in the coming weeks, with a finalized schedule to be provided at the next meeting.
- The sidewalk for the after-hours gym access has been poured.
- The tree wrapping with holiday lighting is completed at the clubhouse and entryway. The current lighting schedule is 5:30 pm-5:30 am. As of 12/8, the lights at the main entry have been out for five nights.
- "Square" POS system has been created; hardware ordered. Awaiting Bank Account information to complete the process and begin accepting payments

○ ***Ongoing Tasks***

- Partnerships with the individual builders are being established to help streamline the registration process for newly closed residents.
- Trimming of all palms and coconuts >12ft around the clubhouse grounds.

○ ***Future Items***

- Installation of lighting along the newly poured sidewalk is needed for after-hours gym access.

○ ***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.
  - Will be necessary to be complaint with fire department for fire exit usage during after hour gym usage.
- Gutter installation on the immediate east and west recessed roofs of the clubhouse's main entrance.
  - When it rains, roof water runs off of this pitch and floods the area, this results in mulch erosion, and creates a damp environment where algae is beginning to grow on the coquina blocks of the buildings.
- Consideration for extending clubhouse hours for rentals.
  - Should rentals be allowed to run later than 10 PM?
    - How much later should rentals be allowed to run?
  - Should there be an extra fee for "after-hours" usage in addition to staffing fees?



***Lifestyle Directors Report***

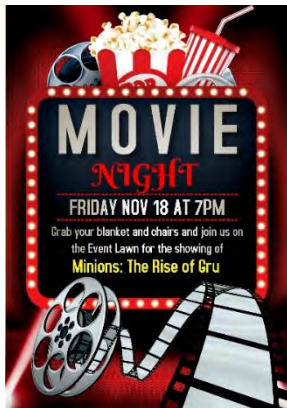
*Date of Report: December 7, 2022*

*Submitted by: Gina Todd Sanchez*

**Completed Events:**

- **Screen on the Green – November 18, 2022**

What a beautiful crisp night to enjoy a Screen on the Green. Residents grabbed their blankets and enjoyed munching on some popcorn while watching the screening of Minions: The Rise of Gru. A perfect way to start the weekend.



- **Little Mo Tennis Tournament – December 3-5, 2022**

Exciting news....Avenir was chosen as one of the hosting sites for the Little Mo International Tennis Tournament for Girls 8 and Boys/Girls 16. The event consisted of two full days of back-to-back tennis competitions utilizing four of our tennis courts. Residents had the opportunity to witness these young talented kids compete and advance to the finals held on December 7<sup>th</sup>.





## Completed Events continued:

- **Resident Rental of Event Hall – December 3, 2022**

The event Hall and Clubroom were rented by an Avenir patron to throw a surprise 60<sup>th</sup> birthday party. There were approx 60 guests in attendance. It was a wonderful event as the guests danced the night away.



## Upcoming Events:

- **Cookies and Cocoa Event – December 10, 2022**



It's The Most Wonderful Time of the Year!!

Avenir Patrons have been invited to gather on December 10<sup>th</sup> for cookies, cocoa, and lots of holiday cheer. There will be cookie decorating kits for the kids and craft stations for them to enjoy and rumor has it that a special visitor will be dropping by to say hello and take photos with the kids. Looking forward to a festive afternoon and celebrating the holiday season with Avenir Patrons and their guests.

- **Kids Club Coral Reef Holiday Tree**

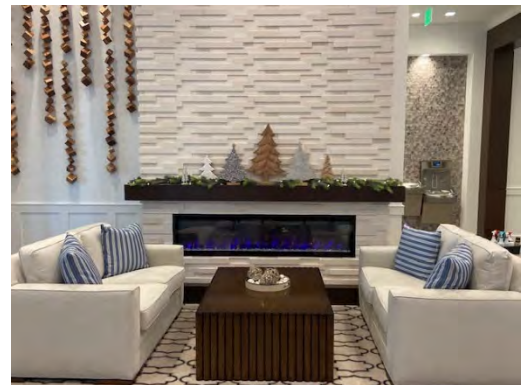


The Holiday Tree in the Kids Club needs some decorating and Avenir patrons are being asked to help. Patrons can pick up an ornament kit from the attendants and either hang their ornament on the holiday tree or take it home for their enjoyment.



**Additional Items:**

- **Clubhouse Holiday Décor** – Winter Wonderland Inspired with Gold, Silver, White, Wood Pallet



## ***Field Operations Manager Report***

Date Submitted: 12\7\2022

Submitted by: Jorge Rodriguez

### **Completed Tasks**

- The walkways and walls in the back of the clubhouse have been pressure cleaned.
- Drinking fountain for the tennis courts has been repaired, push button was broken.
- Tennis courts have received a full raking and weeding, and watering systems have been checked and adjusted.
- The rust stains from the copper gutters of the pool pavilions have been cleaned.
- The clubhouse playground surface has been deep cleaned to remove construction debris after the sidewalk installation.
- Monthly A/C maintenance has been completed, all drain lines flushed, and filters changed.
- All pool filters have been washed and rinsed, and all sand filters have been back washed.

### **Weekly Projects**

- All trash cans along Avenir Drive are checked weekly.
- 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.
- New shelving systems for the janitorial closets that we will be installed to help maximize storage capacity throughout the clubhouse.

### **Items for Consideration**

- Additional dog waste stations along Avenir Drive should be added. Currently, the trashcans are being utilized and filled with dog waste.
  - Install Cost = \$500 each
  - Recommended installing 4, one between each development, and continuing this trend as new developments open.

