



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
SPECIAL BOARD MEETING
MARCH 13, 2023
12:30 P.M.**

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

www.aveniredd.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
SPECIAL BOARD MEETING
March 13, 2023
12:30 p.m.

A. Call to Order	
B. Proof of Publication.....	Page 1
C. Establish Quorum	
D. Additions or Deletions to Agenda	
E. Comments from the Public for Items Not on the Agenda	
F. Approval of Minutes	
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G. Old Business	
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Miscellaneous Notices

Published in Palm Beach Daily Business Review on March 3, 2023

Location

Palm Beach County, Florida

Notice Text

AVENIR COMMUNITY
DEVELOPMENT DISTRICT

NOTICE OF SPECIAL BOARD OF SUPERVISORS' MEETING

The Board of Supervisors (the "Board") of the Avenir Community Development District (the "District") will hold a Special Board Meeting on March 13, 2023, at 12:30 p.m. in The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 for the purpose of considering any business that may properly come before the Board. A copy of the agenda may be obtained from the District's website seven (7) days prior to the Special Board Meeting or at the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Telephone: (561) 630-4922 and/or toll free at 1-877-737-4922, during normal business hours.

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

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

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

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

3/3 23-03/0000648842P

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING S & REGULAR BOARD MEETING
JANUARY 26, 2023**

A. CALL TO ORDER

The January 26, 2023, 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 Roberto Horowitz and Daniel Lopes 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 were: Developer Representative Rosa Schechter (via phone); Andrew Karmaris of Special District Services, Inc.; and District residents Susan and Kevin McAlary.

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. December 15, 2022, Regular Board Meeting

The minutes of the December 15, 2022, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the minutes of the December 15, 2022, Regular Board Meeting, as presented.

The Regular Board Meeting was then recessed and the Public Hearing on the Levy of Non-Ad Valorem Assessments – Avenir (AA3) was opened.

G. PUBLIC HEARING – LEVY NON-AD VALOREM ASSESSMENTS – AVENIR (AA3)

1. Consider Revised Fourth Amendment to Fifth Supplemental Engineer's Report

Mr. Ballbe presented the Revised Fourth Amendment to the Fifth Supplemental Engineer's Report (AA3), explaining that the revision included a change in date, as well as additional exhibits for clarification.

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and unanimously passed approving the Revised Fourth Amendment to the Fifth Supplemental Engineer's Report (AA3), and approving the AA3 project.

2. Consider Preliminary First Supplemental Special Assessment Methodology Report – Infrastructure Project for Special Assessment Bonds (AA3)

Mr. Karmeris presented the Preliminary First Supplemental Special Assessment Methodology Report – Infrastructure Project for Special Assessment Bonds (AA3), and highlighted changes made to Appendixes 1 and 2.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the First Supplemental Special Assessment Methodology Infrastructure Project for Special Assessment Bonds (AA3), as presented.

3. Proof of Publication

Proof of publication was presented which indicated that notice of the Public Hearing had been published in *The Palm Beach Daily Business* on January 10, 2023, and January 17, 2023, as legally required.

4. Receive Public Comment on Levying Assessments within Avenir (AA3)

There were no comments from the public.

5. Consider Resolution No. 2023-01 – Levying Assessments within Avenir (AA3)

Resolution No. 2023-01 was presented, entitled:

RESOLUTION NO. 2023-01

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE ASSESSMENT AREA THREE PROJECT (THE "2023 PROJECT"); EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2023 (ASSESSMENT AREA THREE) (THE "SERIES 2023 BONDS") ON PROPERTY WITHIN THE ASSESSMENT AREA THREE ASSESSMENT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE 2023 PROJECT TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY

THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS SERIES 2023 BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

A motion was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2023-01, as presented.

The Public Hearing on the Levy of Non-Ad Valorem Assessments – Avenir (AA3) was then closed and the Public Hearing regarding Clubhouse Rates was opened.

H. PUBLIC HEARING – CLUBHOUSE RATES

1. Proof of Publication

Proof of publication was presented which indicated that notice of the Public Hearing had been published in *The Palm Beach Daily Business* on January 10, 2023, and January 17, 2023, as legally required.

2. Receive Public Comment on Amended Club Rates

Mr. Pierman recommended, after discussions with Mr. Salvatore, that the tennis non-patron fee be deleted, due to the fact that non-patrons cannot use the tennis facility, and that the FOB replacement fee be lowered to \$15, to better reflect the actual FOB cost.

3. Consider Resolution No. 2023-02 - Amending Club Rates

Resolution No. 2023-02 was presented, entitled:

RESOLUTION NO. 2023-02

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

A motion was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2023-02, as amended.

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

I. OLD BUSINESS

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

J. NEW BUSINESS

1. Consider Ratification of Agreement for Professional Services Related to Avenir Spine Road 5 Seacoast Utility Authority Easements (Caulfield & Wheeler)

Mr. Ballbe presented the Caulfield & Wheeler agreement, noting that they were the surveyor of record, and explaining that this was for sketches and legal descriptions of the Spine Road 5 Seacoast Utility Authority Easements.

A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz and unanimously passed ratifying the Agreement for Professional Services related to Avenir Spine Road 5 Seacoast Utility Authority easements, as presented.

K. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore provided clubhouse updates, including that fitness services had begun, the maintenance cart was currently out of service, and pickleball and tennis vendors Play Academy and Tennis Preserve were being engaged. He also noted that staff was seeing people sneak into the pool and tennis courts through the back gates, which must remain open during hours of operation. Mr. Salvatore is currently obtaining proposals to add access control to those areas. Ms. Sanchez highlighted the events put on in January for health and fitness, and provided a preview of upcoming events.

Ms. Sanchez noted that there had been interest in reserving the green area in the roundabout on Avenir Drive for weddings. Following discussion, the Board consensus was to not allow that area to be used, due to safety concerns.

L. ADMINISTRATIVE MATTERS

Mr. Pierman noted that he had been approached by Johan Kriek to use the Avenir tennis facility for tennis programming. Following discussion, the Board consensus was to not pursue Mr. Kriek's request.

M. BOARD MEMBER COMMENTS

Ms. McAlary noted that there were cars speeding along the main road, especially by Panther National in the mornings. She also relayed a negative experience she had with clubhouse staff, which Mr. Salvatore will address. Discussion ensued regarding clubhouse fees, lake maintenance, and fitness center access.

N. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adjourning the Regular Board Meeting at 1:16 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair



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

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

"Beautifying South Florida Since 1977"

Tree Proposal

Avenir Community Development District c/o Special District Services 2501 A Burns Rd Palm Beach Gardens, FL 33410 Attn.: Carlos J. Ballbé, P.E., LEED ® A.	Customer Phone		Date	Proposal #
	(954) 491-7811 (Ext.		1/30/2023	41884
	TB	CPM Rep	RE:	
	DM	SK	See Below	

Description	Quantity	Cost	Proposal Total
* LOCATION OF SERVICE: EAST SIDE OF ENTRANCE ON NORTHLAKE BLVD * Trim (22) Royal Palms, (37) Coconut Palms & (30) Sabal Palms		3,780.00	3,780.00
* LOCATION OF SERVICE: WEST SIDE OF ENTRANCE ON NORTHLAKE BLVD * Trim (25) Royal Palms, (42) Coconut Palms, & (41) Sabal Palms		4,500.00	4,500.00
* LOCATION OF SERVICE: AVENIR DRIVE, FIRST ROUNDABOUT BY CLUBHOUSE, CENTER ISLAND & WEST SIDE OF STREET BY CENTER ISLAND * Trim (19) Coconut Palms - Royals aren't in dire need of trimming		1,140.00	1,140.00
* LOCATION OF SERVICE: SECOND ROUNDABOUT CENTER ISLAND DISSECTING AVENIR DRIVE & COCONUT BLVD * Trim (18) Coconut Palms - Royals aren't in dire need of trimming		1,080.00	1,080.00
*** THE TREES INCLUDED IN THIS PROPOSAL ARE IN DIRE NEED OF TRIMMING - OTHER SECTIONS THAT DON'T REQUIRE IMMEDIATE ATTENTION BUT DO REQUIRE TRIMMING WILL BE PROVIDED A SEPARATE PROPOSAL ***			

OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.

Proposal Total

Signature _____

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

Arazoza Brothers Corp.

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

Project: 1316 - Avenir Spine Road Phase 2 - Coconut Blvd. - Spine Rd PH2 - Plant Replacements - CO #2

Key	Product Description	Specs	Qty	Unit Cost	Total Cost
Add	Acalypha wilkesiana/Copperleaf (Shrubs & Ground)	3 Gal., 24" X 18"	147.00	\$8.00	\$1,176.00
Add	Chrysobalanus icaco 'Red Tip'/Red Tip Cocoplum (Shrubs & Ground)	3 Gal., 18" X 12"	50.00	\$7.50	\$375.00
Add	Conocarpus erectus/ Green Buttonwood	3 Gal., 12" X 12"	85.00	\$8.00	\$680.00
Add	Duranta erecta 'Gold Mound'/Gold Mound Duranta (Shrubs & Ground)	7 Gal., 18" X 18"	10.00	\$25.00	\$250.00
Add	Evolvulus glomeratus 'Blue Daze'/Blue Daze (Shrubs & Ground)	1 Gal., 6" X 6"	220.00	\$4.50	\$990.00
Add	Ixora 'Nora Grant'/Nora Grant Ixora (Shrubs & Ground)	3 Gal., 12" X 12"	50.00	\$8.00	\$400.00
Add	Jasminum volubile/Wax Jasmine (Shrubs & Ground)	3 Gal., 12" X 12"	27.00	\$8.00	\$216.00
Add	Liriope muscari 'Emerald Goddess'/Liriope (Shrubs & Ground)	1 Gal., 12" X 12"	280.00	\$5.00	\$1,400.00
Add	Orange Bromeliad	7 Gal	4.00	\$100.00	\$400.00
				Total Additions	\$5,887.00
				Total Changes in Scope	\$5,887.00

Notes:

Arazoza Brothers Corp.(Signature)

Date

Print Name & Title

Date

Approved By (Signature)

Date

Print Name & Title

Date

LAW OFFICES

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

DENNIS E. LYLES
JOHN W. MAURO
KENNETH W. MORGAN, JR.
RICHARD T. WOULFE
CAROL J. HEALY GLASGOW
MICHAEL J. PAWELCZYK
ANDREW A. RIEF
MANUEL R. COMRAS
GINGER E. WALD
JEFFERY R. LAWLEY
SCOTT C. COCHRAN
SHAWN B. MCKAMEY
ALINE O. MARCANTONIO
JOHN C. WEBBER

LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150
(954) 764-7279 FAX

PGA NATIONAL OFFICE CENTER
300 AVENUE OF THE CHAMPIONS, SUITE 270
PALM BEACH GARDENS, FLORIDA 33418
(561) 659-5970
(561) 659-6173 FAX

CHRISTINE A. BROWN
GREGORY F. GEORGE
BRAD J. KIMBER

OF COUNSEL

CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
SHIRLEY A. DELUNA
GERALD L. KNIGHT
BRUCE M. RAMSEY

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

February 2, 2023

VIA E-MAIL ONLY— jpierman@sdsinc.org

Mr. Jason Pierman
District Manager
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

**Re: Adjustment to District Counsel Fee Structure
Avenir Community Development District
Our File: 1009.17031**

Dear Jason:

This firm's current fee structure has been in place since 2017. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective April 1, 2023, as follows:

- Attorneys/Partners: \$300.00 per hour
- Attorneys/Associates: \$225.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor. The CPI has reflected a 22.6% increase since the year 2017 and we have not raised our fees during that time.

Mr. Jason Pierman
February 2, 2023
Page 2

Naturally, should you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,



Michael J. Pawelczyk
For the Firm

MJP/jmp

CHANGE ORDER NO. 2

Date of Issuance:	February 13, 2023	Effective Date:	February 13, 2023
Owner:	Avenir Community Development District 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	210565
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202101
Project:	AVENIR LIFT STATION #6	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:

1. Lift station control panel electrical revisions and add light pole

Attachments:

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$723,830.60	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$23,903.00	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___: None
Contract Price prior to this Change Order: \$747,733.60	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

<p>[Increase] [Decrease] of this Change Order \$19,987.76</p>	<p>[Increase] [Decrease] of this Change Order None</p>	
<p>Contract Price incorporating this Change Order: \$767,721.36</p>	<p>Contract Times with all the approved Change Orders: Refer to contract Exhibit "E" Construction Schedule</p>	
<p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>2/13/2023</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Centerline Inc. Randy Stringer Vice President</p> <p>Date: _____</p>

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

EXHIBIT "A"



Centerline, Inc.

2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017

Date: 5/26/2022

To: Avenir Community Development District

Project: Avenir Lift Station No. 6

Covers the required SUA changes in design between original bid plans and final approved plans. Also includes permitting costs and material cost escalation.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
1		ELECTRICAL DESIGN DRAWINGS (HILLER'S ELECTRIC)	1	LS	\$ 6,000.00	\$ 6,000.00
2		PERMITTING FEES	1	LS	\$ 406.48	\$ 406.48
3		ADD LIGHT POLE & FLOOD LIGHT FIXTURE	1	LS	\$ 9,733.75	\$ 9,733.75
4		ELECTRICAL MATERIAL COST ESCALATION	1	LS	\$ 3,847.50	\$ 3,847.50
Total Price:						\$ 19,987.73



SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

Change Order Request

Date	Change Order #
1/2/2023	C/O 1

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District

CO	Project
1	Avenir

Attn:	Keith O'Brien
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Description	Qty	Rate	Total
Avenir Palm Beach Gardens Cost of Performance Bond as discussed with Keith (our invoice for the bond is attached to email also)	1	8,250.00	8,250.00

N. Caputo

Total	\$8,250.00
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SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

Change Order Request

Date	Change Order #
1/18/2023	C/O 2

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District

CO	Project
C/O 2	Avenir

Attn:	
-------	--

Description	Qty	Rate	Total
Avenir Palm Beach Gardens Attn: Keith O'Brien			
Overhead power coming down Northlake Blvd (3) services moved to existing pad mount TX for office trailers 3 ppl x 4 hrs	4	210.00	840.00
Ran new feed for streetlights destroyed by road crew 3 ppl x 8 hrs 80 ft bore, 120 ft trench total 200 ft	8	210.00	1,680.00

J. Caputo

Total	\$2,520.00
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SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

Change Order Request

Date	Change Order #
1/18/2023	C/O 3

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District

CO	Project
	Avenir

Attn:	Keith O'Brien
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Description	Qty	Rate	Total
Avenir Spine Road Palm Beach Gardens Attn: Keith O'Brien			
Pump House Entrance Removed existing LP in entrance to pump station and relocated 17" HH in driveway on 12/14/22 3ppl x 8 hrs	8	210.00	1,680.00
E50 rental	1	510.00	510.00

N. Cepuro

Total	\$2,190.00
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SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

Change Order Request

Date	Change Order #
2/21/2023	C/O 4

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District

CO	Project
	Avenir

Attn:	Keith O'Brien
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Description	Qty	Rate	Total
Avenir Spine Road Palm Beach Gardens Attn: Keith O'Brien Install additional 4" conduit for ATT (not included in original proposal)	4,000	2.50	10,000.00
Purchase 4" conduit for ATT (not included in original proposal)	4,000	11.00	44,000.00

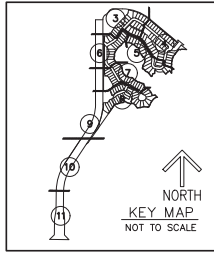
N. Apewoo

Total	\$54,000.00
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AVENIR – POD 20

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE8, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9, 16 AND 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNISS
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS – ENGINEERS – PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 – (561)392-1991
 CERTIFICATE OF AUTHORIZATION NO. LB3591
 FEBRUARY 2023



SHEET 2 OF 11

AVENIR COMMUNITY DEVELOPMENT DISTRICT
 STATE OF FLORIDA
 COUNTY OF MIAMI-DADE)

IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY THE CHAIRMAN OF ITS BOARD OF SUPERVISORS, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO, THIS ____ DAY OF _____, 2023.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

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

WITNESS: _____
 PRINT NAME: _____

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

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2023, BY VIRGINIA CEPERO, CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

COMMISSION NUMBER: _____ PRINT NAME: _____

AVENIR – POD 20 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT.

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR – POD 20 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON AND HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS ____ DAY OF _____, 2023.

AVENIR – POD 20 NEIGHBORHOOD ASSOCIATION, INC. A FLORIDA CORPORATION NOT FOR PROFIT.

WITNESS: _____
 BY: MANUEL M. MATO
 PRESIDENT

WITNESS: _____

AVENIR – POD 20 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT:
 ACKNOWLEDGEMENT:
 STATE OF FLORIDA
 COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2023, BY MANUEL M. MATO, PRESIDENT, ON BEHALF OF AVENIR – POD 20 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, ON BEHALF OF THE AVENIR – POD 20 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

COMMISSION NUMBER: _____ PRINT NAME: _____

MORTGAGEE'S JOINDER AND CONSENT:
 STATE OF FLORIDA)

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 32576, AT PAGE 1306, AS AMENDMENT OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS AUTHORIZED REPRESENTATIVE BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS ____ DAY OF _____, 2023.

AVENIR HOLDINGS, LLC
 A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
 NAME
 TITLE

WITNESS: _____

ACKNOWLEDGEMENT:
 STATE OF FLORIDA
 COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2023, BY _____ ON BEHALF OF AVENIR HOLDINGS, LLC, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

COMMISSION NUMBER: _____ PRINT NAME: _____

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

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS ____ DAY OF _____, 2023.

BY: _____
 NAME: CHELSEA REED
 MAYOR

ATTEST: _____
 PATRICIA SNIDER, CMC
 CITY CLERK

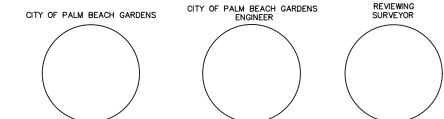
THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS ____ DAY OF _____, 2023.

BY: _____
 TODD ENGLE, P.E.
 CITY ENGINEER

CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:
 THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.08(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF PALM BEACH GARDENS. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR THE FIELD VERIFICATION OF MONUMENTS AT LOT CORNERS.

THIS ____ DAY OF _____, 2023.

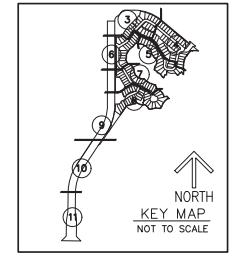
PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA
 CERTIFICATE NO. _____



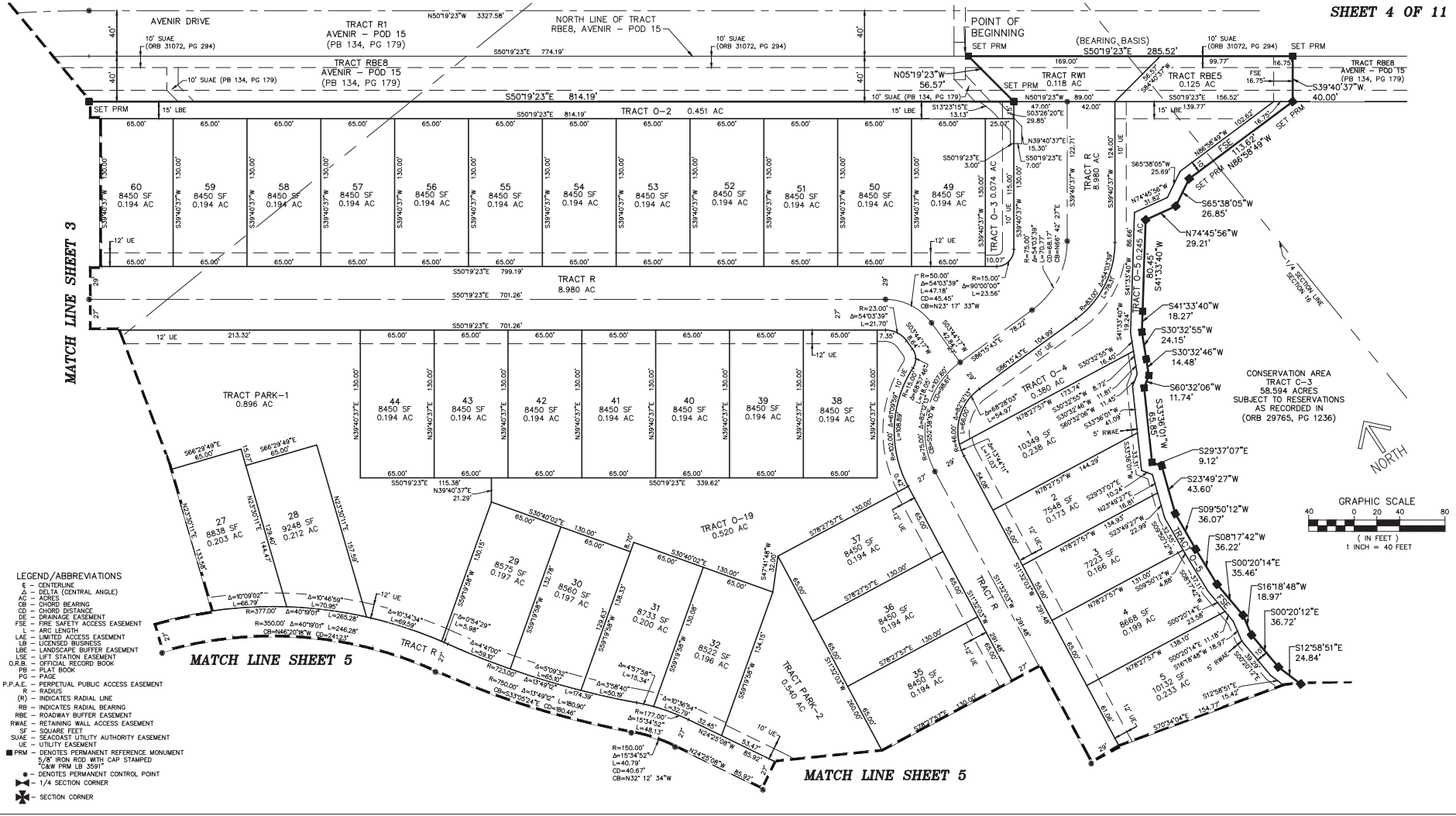
THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNISS
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS - ENGINEERS - PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 - (561)392-1991
 CERTIFICATE OF AUTHORIZATION NO. LB3591
 FEBRUARY 2023

AVENIR - POD 20

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBEB, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9, 16 AND 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



SHEET 4 OF 11

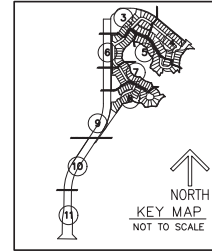


- LEGEND/ABBREVIATIONS**
- ε - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - A - ACRES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - FSE - FIRE SAFETY ACCESS EASEMENT
 - L - ARC LENGTH
 - LE - LIMITED ACCESS EASEMENT
 - LB - LICENSED BUSINESS
 - LSE - LIFT STATION EASEMENT
 - O.R.B. - OFFICIAL RECORD BOOK
 - PG - PLAT BOOK
 - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
 - R - RADIUS
 - (R) - INDICATES RADIAL LINE
 - RB - INDICATES RADIAL BEARING
 - RE - ROADWAY BUFFER EASEMENT
 - RWAE - RETAINING WALL ACCESS EASEMENT
 - SF - SQUARE FEET
 - SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
 - 5/8" IRON ROD WITH CAP STAMPED
 - 0.2xW FROM LB 3591
 - ⊕ - DENOTES PERMANENT CONTROL POINT
 - ⊕ - 1/4 SECTION CORNER
 - ⊕ - SECTION CORNER



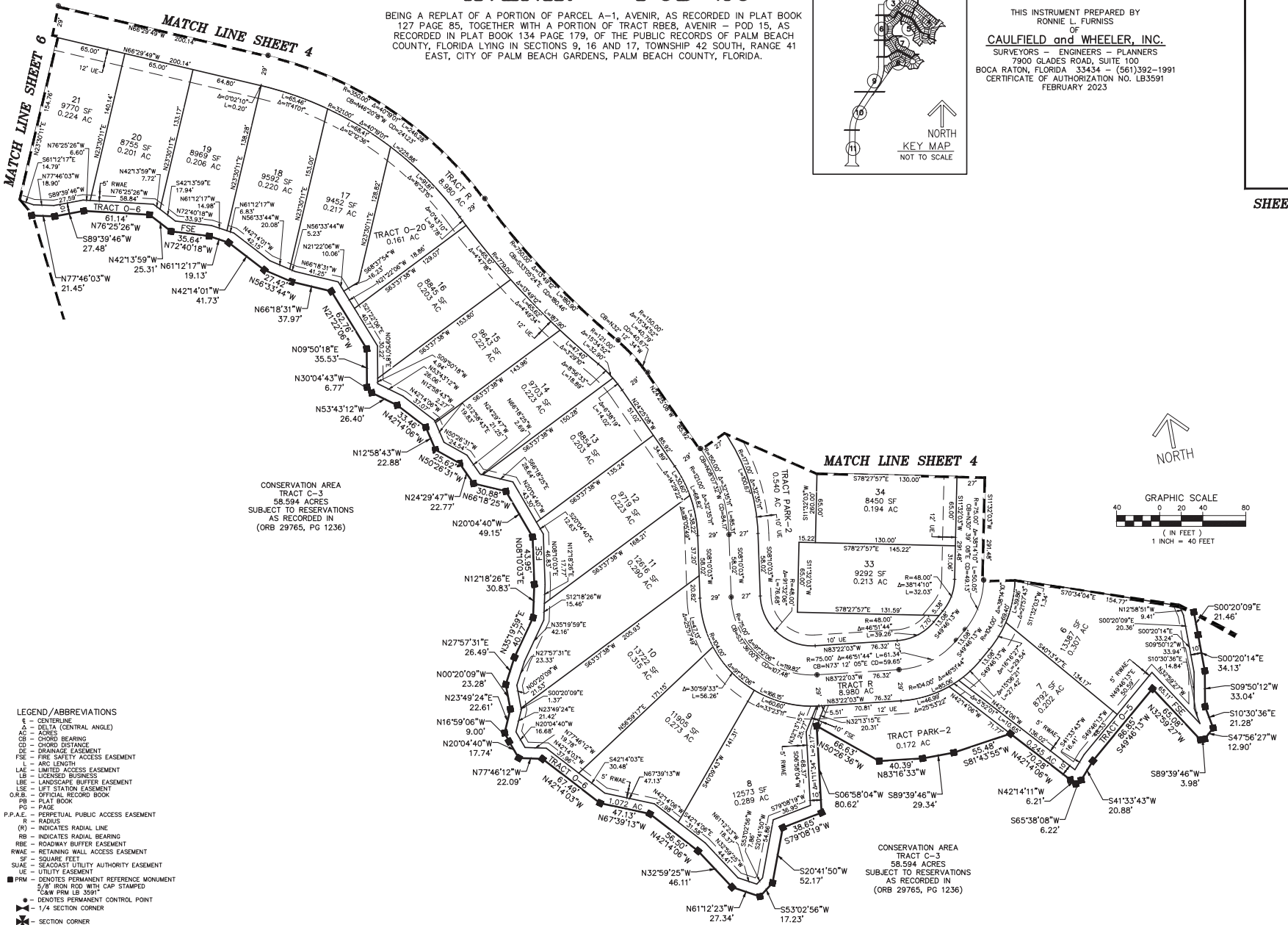
AVENIR - POD 20

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE8, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9, 16 AND 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNESS
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 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 - (561)392-1991
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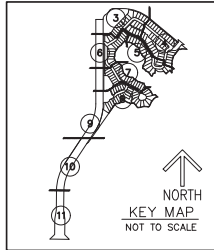
SHEET 5 OF 11



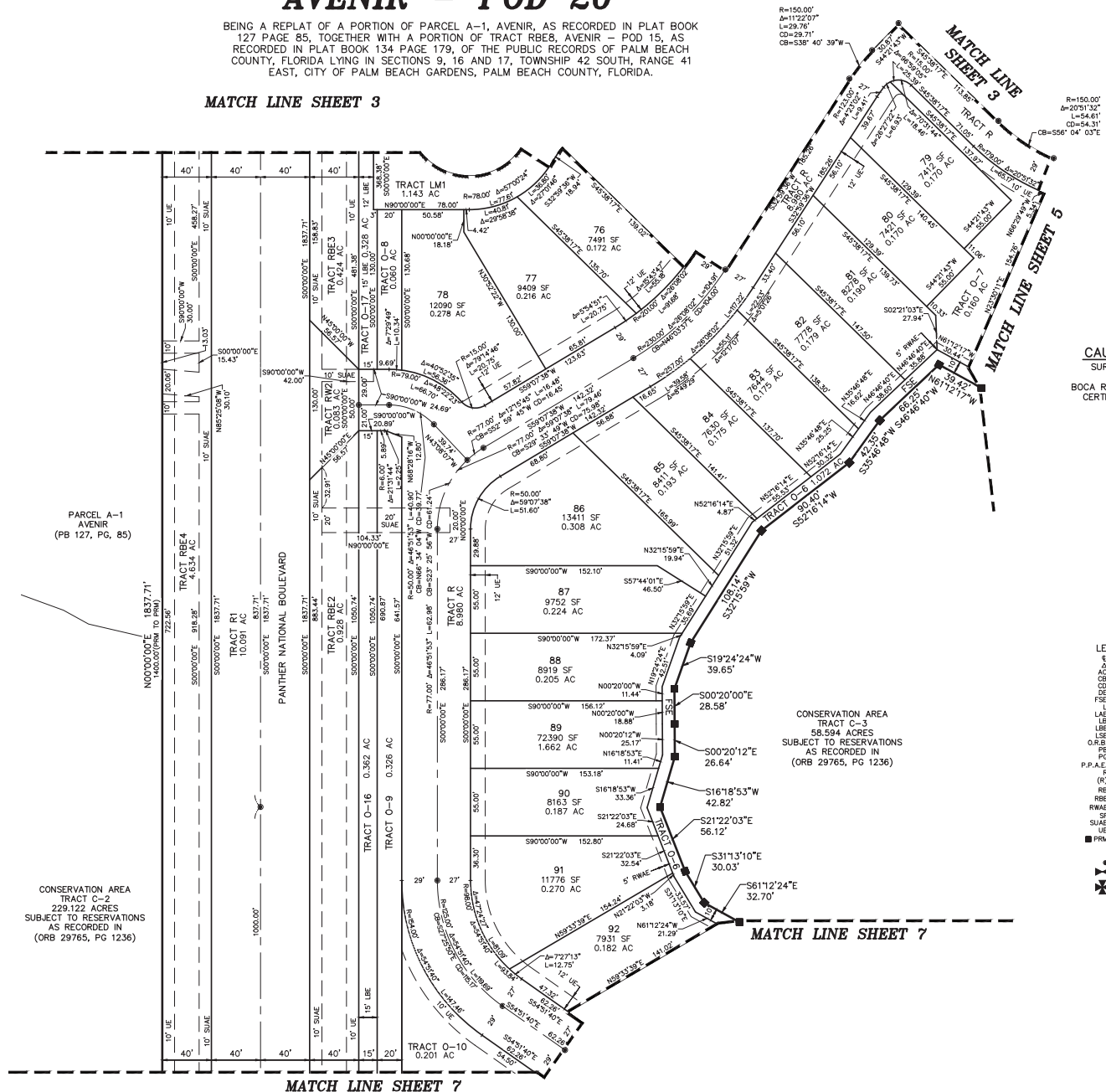
- LEGEND/ABBREVIATIONS**
- C - CENTERLINE
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 - AC - ACRES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - FSE - FIRE SAFETY ACCESS EASEMENT
 - L - ARC LENGTH
 - LAE - LIMITED ACCESS EASEMENT
 - LB - LICENSED BUSINESS
 - LBSE - LANDSCAPE BUFFER EASEMENT
 - LSE - LIFT STATION EASEMENT
 - OR.B. - OFFICIAL RECORD BOOK
 - PB - PLAT BOOK
 - PC - PAGE
 - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
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 - RBE - ROADWAY BUFFER EASEMENT
 - RSE - RETAINING WALL EASEMENT
 - RWAE - RETAINING WALL ACCESS EASEMENT
 - SF - SQUARE FEET
 - SE - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
 - 5/8" IRON ROD WITH CAP STAMPED
 - 5/8" IRON ROD WITH CAP STAMPED
 - - DENOTES PERMANENT CONTROL POINT
 - ⊕ - 1/4 SECTION CORNER
 - ✱ - SECTION CORNER

AVENIR - POD 20

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE8, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9, 16 AND 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

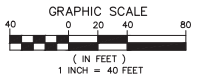


MATCH LINE SHEET 3



SHEET 6 OF 11

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
FEBRUARY 2023

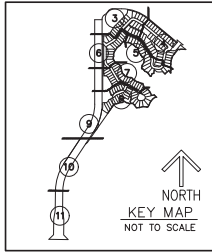


- LEGEND/ABBREVIATIONS
- ± - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - A - ACRES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - FS - FIRE SAFETY ACCESS EASEMENT
 - ARC - ARC LENGTH
 - LAE - LIMITED ACCESS EASEMENT
 - LB - LICENSED BUSINESS
 - LE - LANDSCAPE BUFFER EASEMENT
 - LSE - LIFT STATION EASEMENT
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 - PG - PLAT BOOK
 - PAGE - PAGE
 - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
 - RD - RADIUS
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 - UE - UTILITY EASEMENT
 - - DENOTES PERMANENT REFERENCE MONUMENT
 - - DENOTES PERMANENT CONTROL POINT
 - - 1/4 SECTION CORNER
 - ✱ - SECTION CORNER

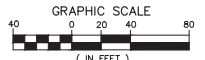
AVENIR - POD 20

THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNISS
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 7900 GLADES ROAD, SUITE 100
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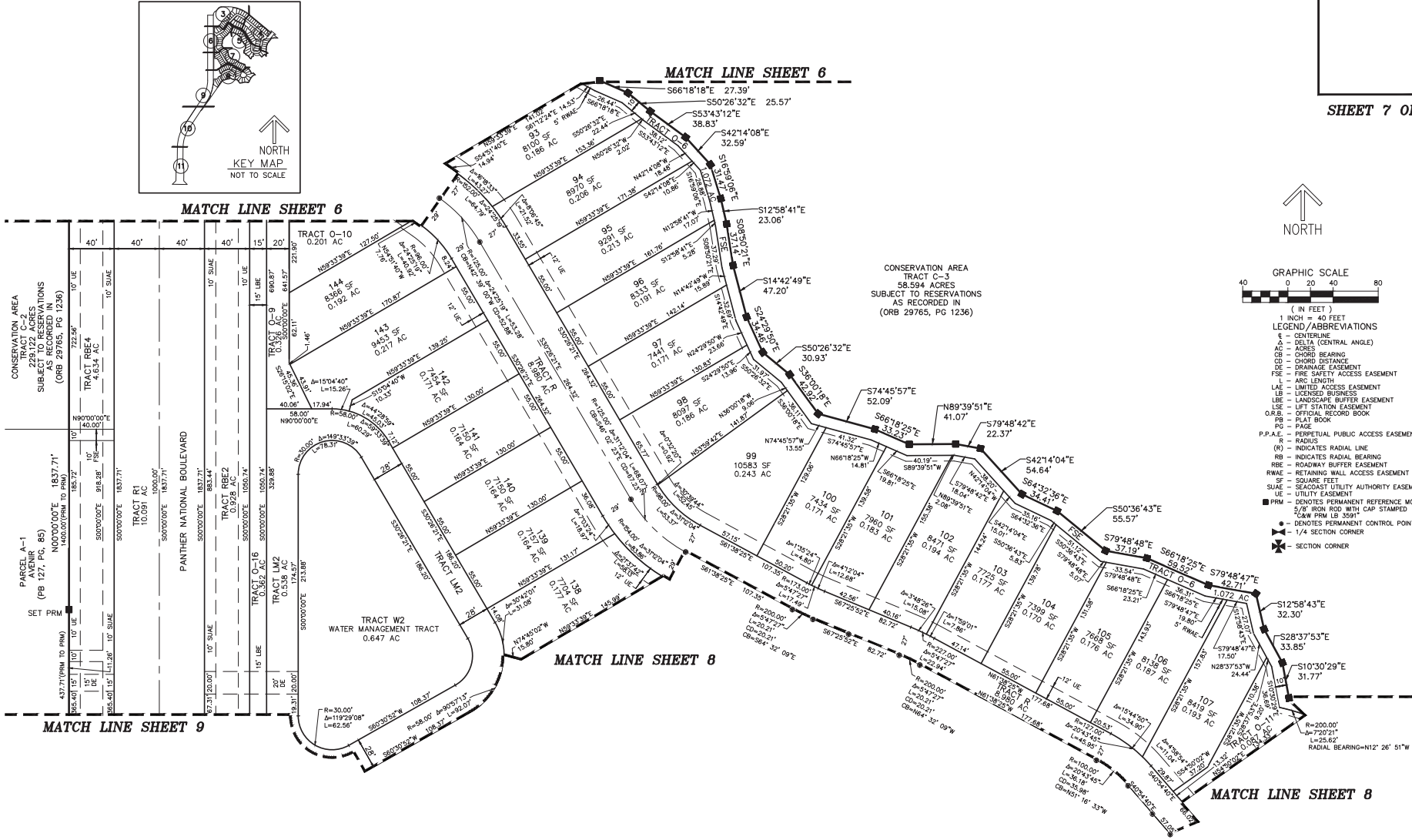
BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK
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 RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH
 COUNTY, FLORIDA LYING IN SECTIONS 9, 16 AND 17, TOWNSHIP 42 SOUTH, RANGE 41
 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



SHEET 7 OF 11



- LEGEND / ABBREVIATIONS
- CL - CENTERLINE
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 - OR - OFFICIAL RECORD BOOK
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 - ⊠ - 1/4 SECTION CORNER
 - ✱ - SECTION CORNER



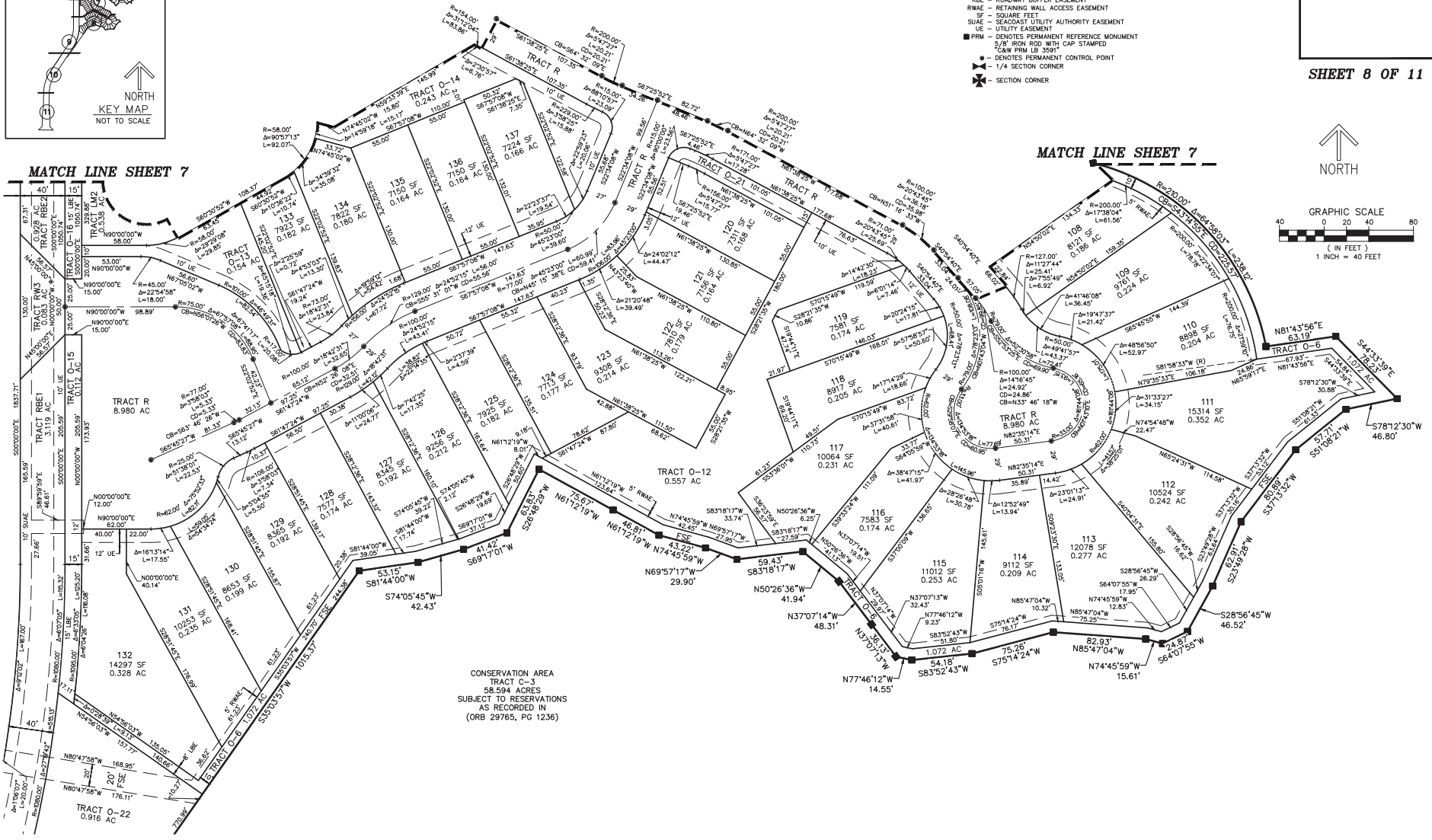
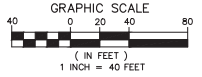
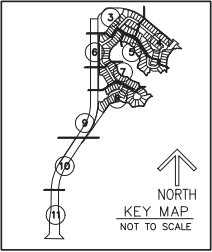
AVENIR - POD 20

THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNELL
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS - ENGINEERS - PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 - (561)392-1991
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 FEBRUARY 2023

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 - - DENOTES PERMANENT CONTROL POINT
 - ✱ - SECTION CORNER

SHEET 8 OF 11

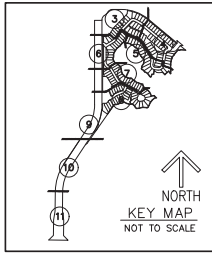


SEE SHEET 9

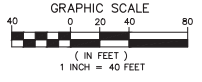
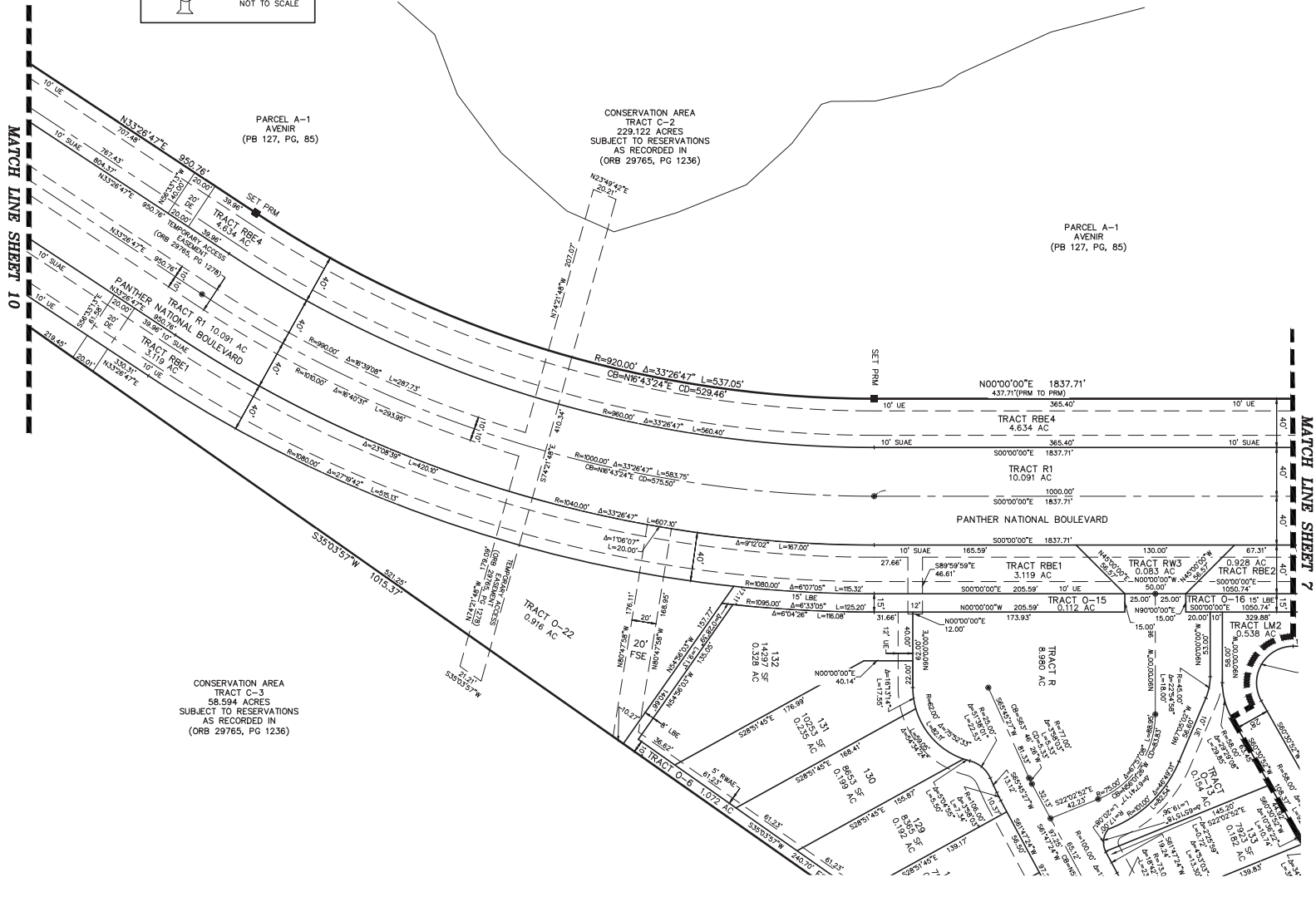
AVENIR - POD 20

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THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNISS
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS - ENGINEERS - PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 - (561)392-1991
 CERTIFICATE OF AUTHORIZATION NO. LB3591
 FEBRUARY 2023



SHEET 9 OF 11

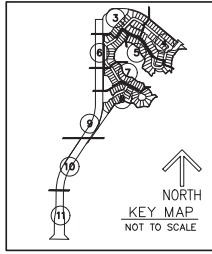


- LEGEND / ABBREVIATIONS**
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 - PERM - DENOTES PERMANENT CONTROL POINT
 - 1/4 SECTION CORNER
 - SECTION CORNER

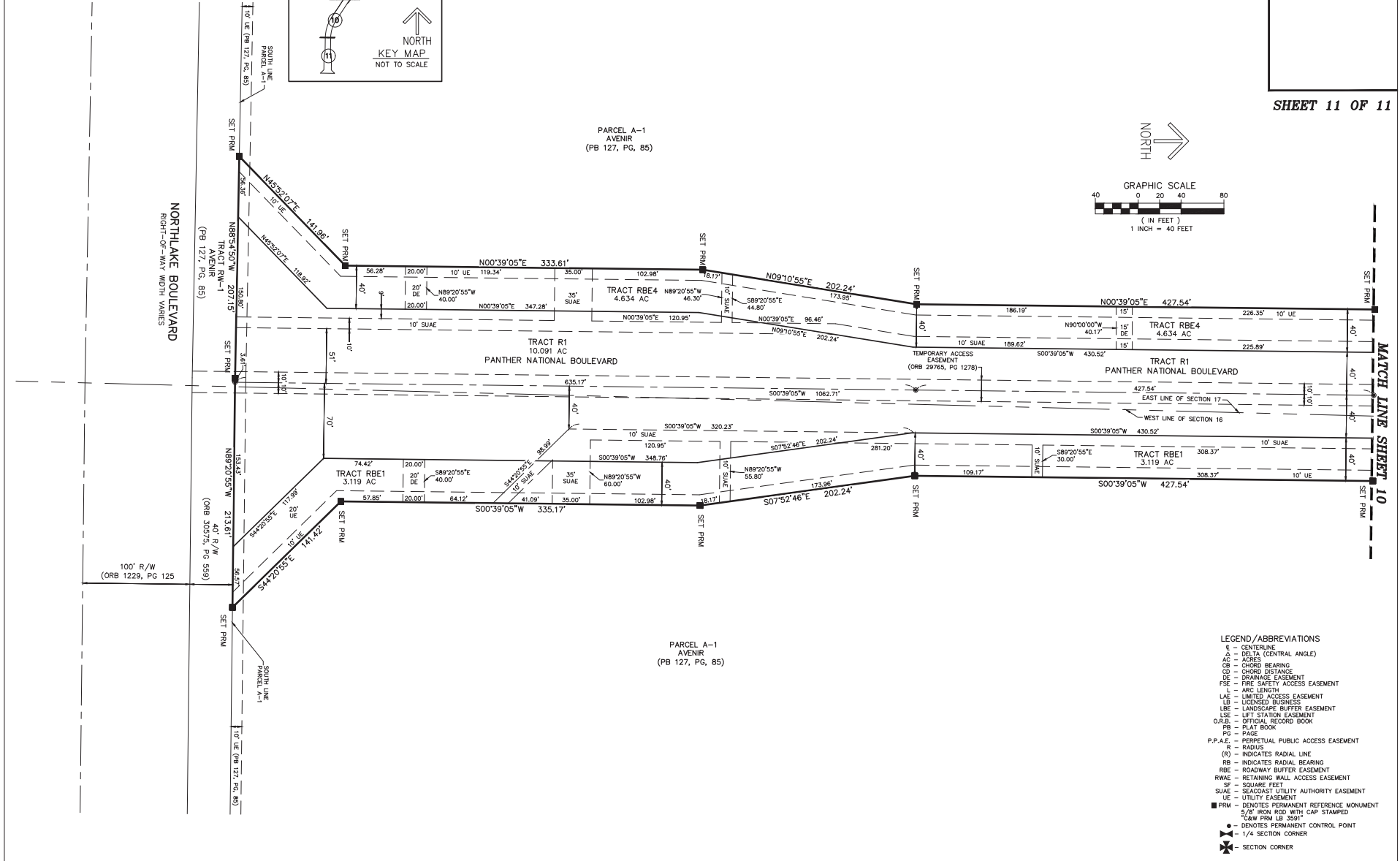
AVENIR - POD 20

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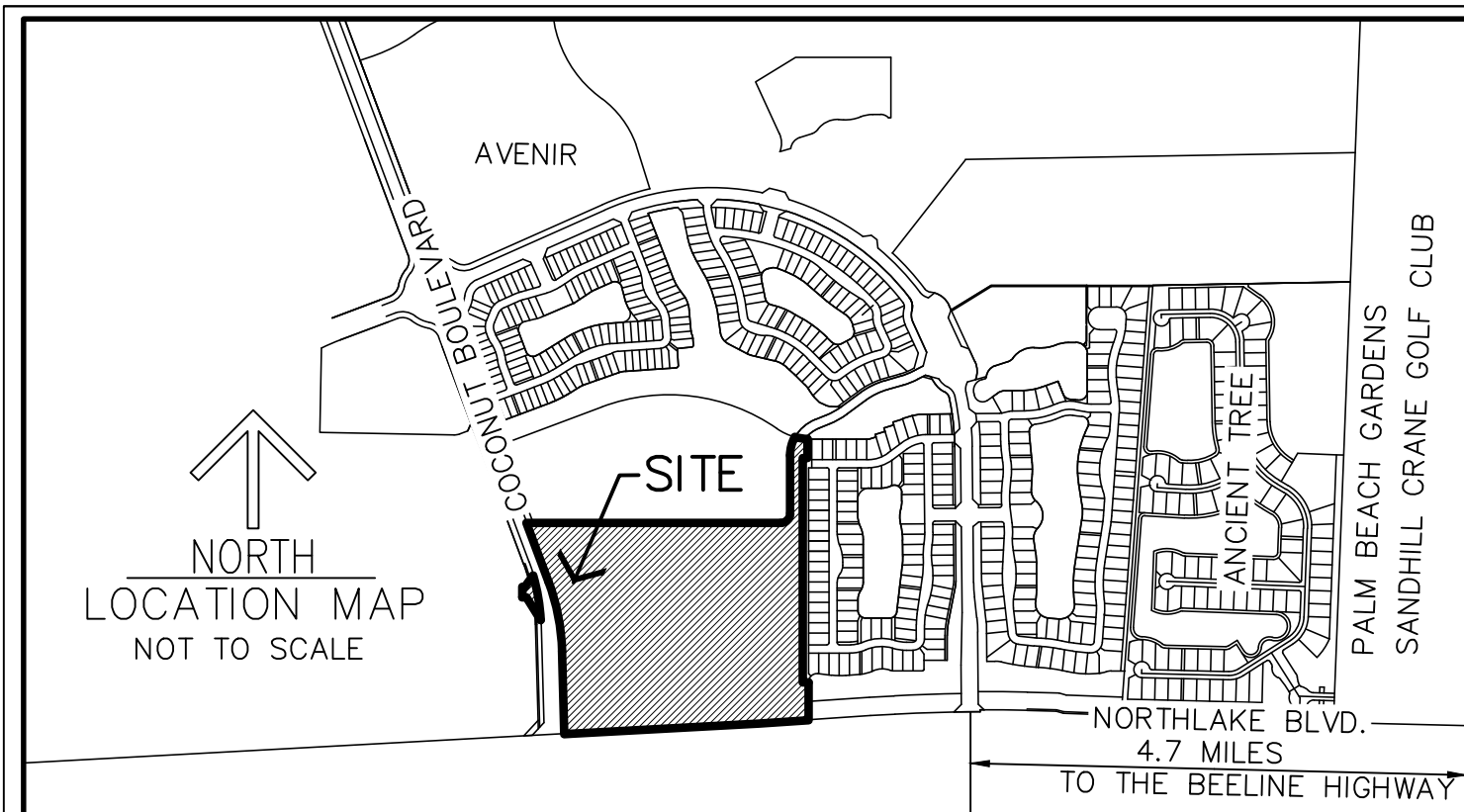
SHEET 11 OF 11



AVENIR TOWN CENTER

BEING A REPLAT OF A PORTION OF PARCELS "A-1" AND "A-3", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNISS
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS – ENGINEERS – PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 – (561)392-1991
 CERTIFICATE OF AUTHORIZATION NO. LB3591
 MARCH 2023



STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAT WAS FILED FOR
 RECORD AT _____ M.
 THIS _____ DAY OF _____
 A.D. 2023 AND DULY RECORDED
 IN PLAT BOOK _____ ON
 PAGES _____ THROUGH _____

JOSEPH ABRUZZO
 CLERK OF THE CIRCUIT COURT
 AND COMPTROLLER

BY: _____
 DEPUTY CLERK

SHEET 1 OF 6

DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, OWNERS OF THE LAND SHOWN HEREON AS "AVENIR TOWN CENTER" BEING A REPLAT OF A PORTION OF PARCEL "A-1" AND A PORTION OF PARCEL "A-3", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF COCONUT BOULEVARD (TRACT R2) THE NEXT THREE COURSES, NORTH 01' 33' 47" WEST, A DISTANCE OF 567.79 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18' 57' 30", HAVING A RADIUS OF 1460.00 FEET, HAVING AN ARC DISTANCE OF 483.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 11' 02' 31" WEST FOR A DISTANCE OF 480.89 FEET; THENCE NORTH 20'31'16" WEST, A DISTANCE OF 431.25 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, NORTH 90' 00' 00" EAST, A DISTANCE OF 1737.48 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90' 00' 00", HAVING A RADIUS OF 64.00 FEET, HAVING AN ARC DISTANCE OF 100.53 FEET, AND WHOSE LONG CHORD BEARS NORTH 45' 00' 00" EAST FOR A DISTANCE OF 90.51 FEET; THENCE, NORTH 00' 00' 00" WEST, A DISTANCE OF 396.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28' 42' 10", HAVING A RADIUS OF 261.00 FEET, HAVING AN ARC DISTANCE OF 130.75 FEET, AND WHOSE LONG CHORD BEARS NORTH 14' 21' 04" EAST FOR A DISTANCE OF 129.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12' 34' 34", HAVING A RADIUS OF 400.00 FEET, HAVING AN ARC DISTANCE OF 87.80 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81' 04' 19" EAST FOR A DISTANCE OF 87.62 FEET; THENCE SOUTH 00' 00' 00" EAST, A DISTANCE OF 129.01 FEET; THENCE NORTH 90' 00' 00" WEST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 00' 00' 00" EAST, A DISTANCE OF 1534.19 FEET; THENCE, SOUTH 89' 59' 54" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00' 04' 36" EAST TO THE NORTH RIGHT-OF-WAY OF NORTHLAKE BOULEVARD, A DISTANCE OF 257.97 FEET; THENCE SOUTH 86' 08' 53" WEST, A DISTANCE OF 338.70 FEET; THENCE SOUTH 86' 53' WEST, A DISTANCE OF 1280.82 FEET; THENCE SOUTH 86' 54' 02" WEST, A DISTANCE OF 52.25 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF COCONUT BOULEVARD (TRACT R2) THE NEXT TWO COURSES, NORTH 01' 33' 47" WEST, A DISTANCE OF 756.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 1' 20' 58", HAVING A RADIUS OF 1320.00 FEET, HAVING AN ARC DISTANCE OF 31.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 02' 14' WEST FOR A DISTANCE OF 31.09 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, NORTH 32' 01' 18" WEST, A DISTANCE OF 183.41 FEET; THENCE NORTH 89' 59' 58" WEST, A DISTANCE OF 27.91 FEET; THENCE NORTH 00' 00' 00" EAST, A DISTANCE OF 71.00 FEET; THENCE SOUTH 89' 59' 58" EAST, A DISTANCE OF 17.34 FEET; THENCE NORTH 36' 12' 44" EAST TO THE WEST RIGHT-OF-WAY LINE OF COCONUT BOULEVARD (TRACT R2), A DISTANCE OF 95.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13' 23' 40", HAVING A RADIUS OF 1320.00 FEET, HAVING AN ARC DISTANCE OF 308.58 FEET, AND WHOSE LONG CHORD BEARS SOUTH 09' 36' 34" EAST FOR A DISTANCE OF 307.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.485 ACRES, MORE OR LESS.

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

- TRACTS "C" AS SHOWN HEREON, IS HEREBY RESERVED TO AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR FUTURE HOTEL SITE DEVELOPMENT PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR DEVELOPMENT, LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- TRACT "A" AND "B", AS SHOWN HEREON, ARE HEREBY RESERVED TO AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR FUTURE COMMERCIAL SITE DEVELOPMENT PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR DEVELOPMENT, LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- TRACTS "RB1", "RB2", "RB3", "RB4", "REB5", "REB6", "REB7" AND "REB8", AS SHOWN HEREON ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, BUFFER, DRAINAGE, SIGNAGE, SCHOOL BUS SHELTER, LIGHTING AND UTILITY PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- TRACTS "R1" AND "R2", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROADWAY, DRAINAGE, UTILITY AND RELATED PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITH RESPECT TO TRACTS "R1" AND "R2". AN EASEMENT OVER SAID TRACTS IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNER, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.
- TRACT "O-1", AS SHOWN HEREON IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, BUFFER, DRAINAGE, SIGNAGE, PEDESTRIAN AMENITIES, HARDSCAPE, PCO ENTRY FEATURE, SCHOOL BUS SHELTER, LIGHTING AND UTILITY PURPOSES. SAID TRACT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- TRACTS "RW1", "RW2", "RW3", "RW4", "RW5", "RW6", "RW7" AND "RW8", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROADWAY, DRAINAGE, ENTRY FEATURE, UTILITY AND RELATED PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITH RESPECT TO TRACTS "RW1", "RW2", "RW3", "RW4", "RW5", "RW6", "RW7" AND "RW8". AN EASEMENT OVER TRACTS "RW1", "RW2", "RW3", "RW4", "RW5", "RW6", "RW7" AND "RW8" AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- THE PARKWAY BUFFER EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, BUFFER, SIGNAGE, ENTRY FEATURES, DRAINAGE AND UTILITY PURPOSES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- THE SEACOAST UTILITY AUTHORITY EASEMENTS, AS SHOWN HEREON, AND DESIGNATED AS SJA, ARE HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY,

STATE OF FLORIDA)
 COUNTY OF MIAMI-DADE)

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, THIS _____ DAY OF _____, 2023.

AVENIR DEVELOPMENT, LLC,
 A FLORIDA LIMITED LIABILITY COMPANY.

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

AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY,

STATE OF FLORIDA)
 COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY _____ ON BEHALF OF AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.
 MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
 COMMISSION NUMBER: _____ PRINT NAME

AVENIR COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)
 COUNTY OF MIAMI-DADE)

IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY THE CHAIRMAN OF ITS BOARD OF SUPERVISORS, THIS _____ DAY OF _____, 2023.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

 BY: VIRGINIA CEPERO
 CHAIRMAN
 WITNESS: _____
 PRINT NAME

AVENIR COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGEMENT:

STATE OF FLORIDA)
 COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY VIRGINIA CEPERO, CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.
 MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
 COMMISSION NUMBER: _____ PRINT NAME

MORTGAGEE'S JOINDER AND CONSENT:

STATE OF TEXAS)

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

IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS AUTHORIZED REPRESENTATIVE BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 2023.

PHCC, LLC,
 A DELAWARE LIMITED LIABILITY COMPANY

 BY: _____
 NAME
 TITLE
 WITNESS: _____

ACKNOWLEDGEMENT:

STATE OF TEXAS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY _____ ON BEHALF OF PHCC, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.
 MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
 COMMISSION NUMBER: _____ PRINT NAME

CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF _____, 2023.

 BY: _____
 PRINT NAME: _____ MAYOR
 ATTEST: _____
 PATRICIA SNIDER, CMC
 CITY CLERK
 THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF _____, 2023.

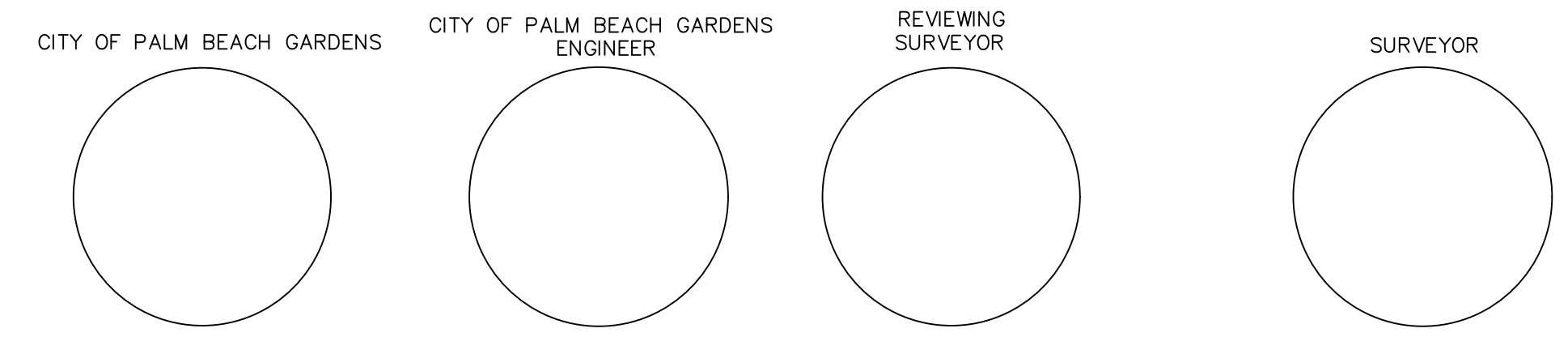
BY: _____
 TODD ENGLE, P.E.
 CITY ENGINEER

CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.09(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF PALM BEACH GARDENS. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR THE FIELD VERIFICATION OF MONUMENTS AT LOT CORNERS.

THIS _____ DAY OF _____, 2023.

PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA
 CERTIFICATE NO. _____



TITLE CERTIFICATION:

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

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

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

SURVEY NOTES:

- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
- BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PALM BEACH GARDENS ZONING REGULATIONS.
- NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
- BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF S86°53'53"W ALONG THE SOUTH LINE OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- INES INTERSECTING CURVES ARE NON-RADIAL UNLESS SHOWN OTHERWISE.
- "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
- ALL INSTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ACCORDING TO SEC. 177.09(7), F.S. HAVE BEEN PLACED AND PERMANENT CONTROL POINTS (P.C.P.'S) ACCORDING TO SEC. 177.09(8) WILL BE PLACED AS REQUIRED BY LAW AND THAT MONUMENTS AND PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF PALM BEACH GARDENS FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE PLAT AND SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, PLATTING, FLORIDA STATUTES, AS AMENDED.

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

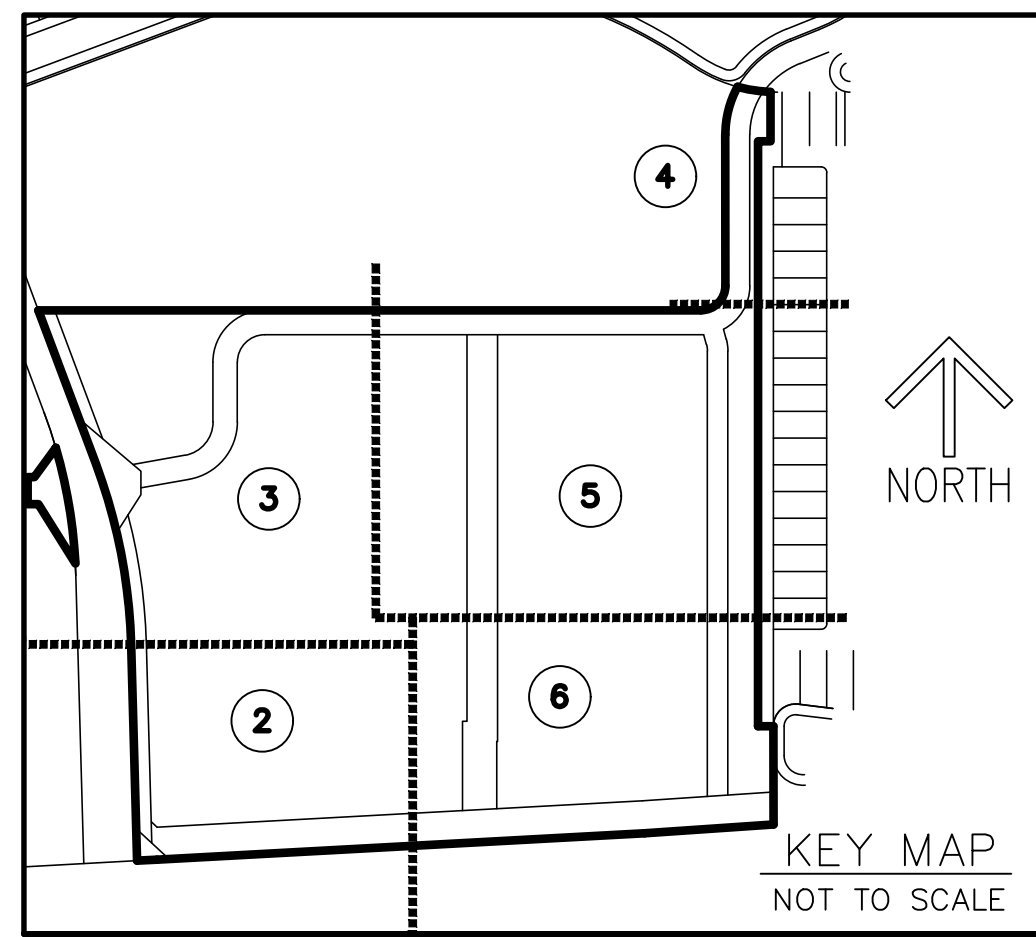
CAULFIELD AND WHEELER, INC
 SURVEYORS – ENGINEERS – PLANNERS
 7900 GLADES ROAD, SUITE 100
 CERTIFICATION OF AUTHORIZATION NO. LB 3591

AVENIR TOWN CENTER

BEING A REPLAT OF A PORTION OF PARCELS "A-1" AND "A-3", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNESS
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS - ENGINEERS - PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 - (561)392-1991
 CERTIFICATE OF AUTHORIZATION NO. LB3591
 MARCH 2023

SHEET 3 OF 6



AVENIR
 PARCEL A-3
 (PB 127, PG 85)

Curve Table					
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C6	3°37'25"	1310.00'	82.85'	N5° 31' 10"W	82.83'
C7	5°57'23"	1310.00'	136.19'	N11° 01' 48"W	136.13'
C8	1°05'06"	1310.00'	24.81'	N15° 25' 41"W	24.80'

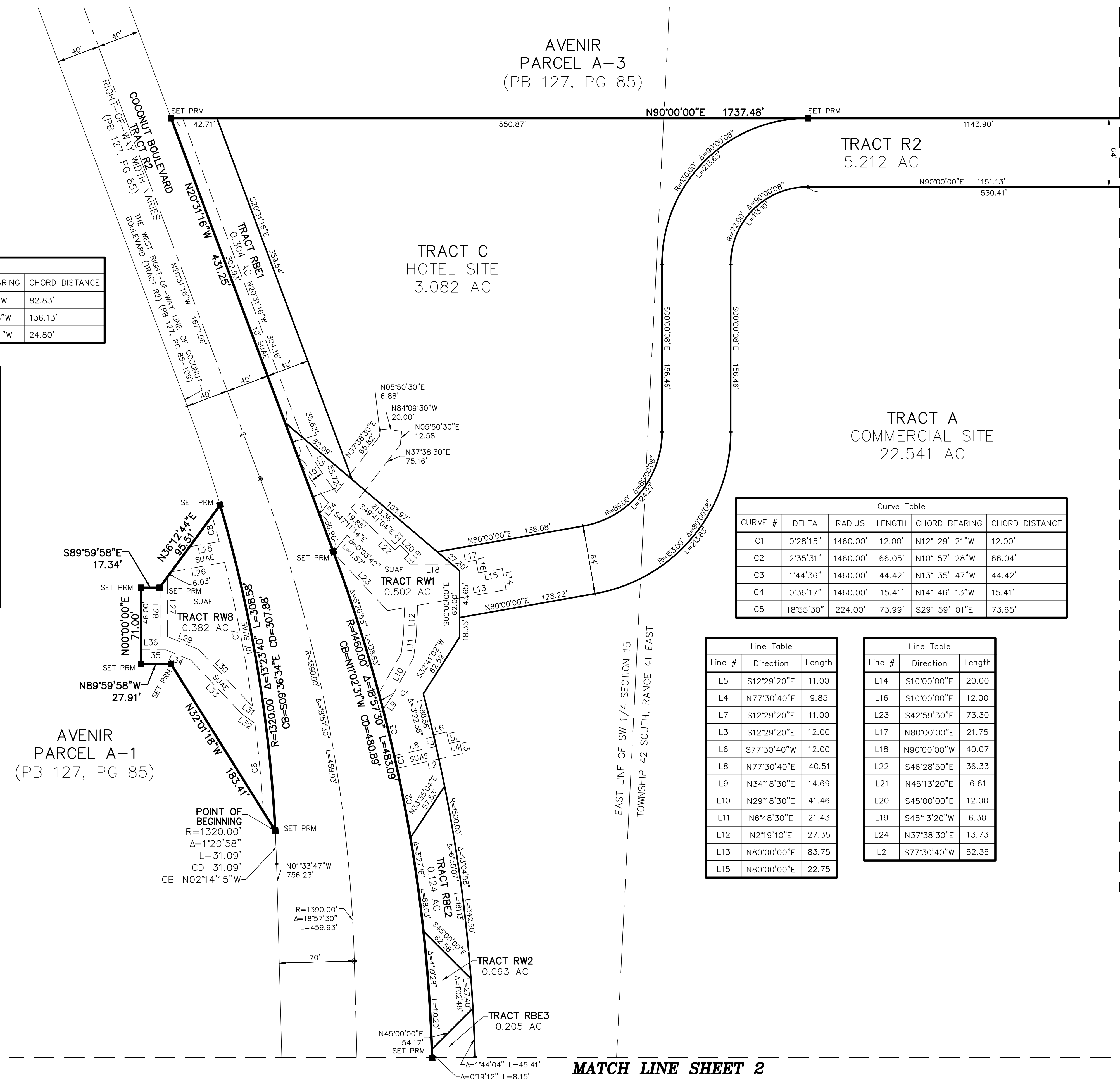
Line Table		
Line #	Direction	Length
L25	S79°57'40"W	28.13
L26	S79°57'40"W	50.56
L32	N54°26'30"W	14.89
L33	N43°28'00"W	69.06
L34	N67°29'50"W	25.15
L35	N90°00'00"W	23.31
L36	N90°00'00"W	18.56
L29	N67°29'50"W	30.09
L30	N43°28'00"W	70.46
L27	S0°00'20"E	55.86
L28	S0°00'20"E	47.66
L31	N54°26'30"W	2.45

Curve Table					
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	0°28'15"	1460.00'	12.00'	N12° 29' 21"W	12.00'
C2	2°35'31"	1460.00'	66.05'	N10° 57' 28"W	66.04'
C3	1°44'36"	1460.00'	44.42'	N13° 35' 47"W	44.42'
C4	0°36'17"	1460.00'	15.41'	N14° 46' 13"W	15.41'
C5	18°55'30"	224.00'	73.99'	S29° 59' 01"E	73.65'

Line Table		
Line #	Direction	Length
L5	S12°29'20"E	11.00
L4	N77°30'40"E	9.85
L7	S12°29'20"E	11.00
L3	S12°29'20"E	12.00
L6	S77°30'40"W	12.00
L8	N77°30'40"E	40.51
L9	N34°18'30"E	14.69
L10	N29°18'30"E	41.46
L11	N6°48'30"E	21.43
L12	N2°19'10"E	27.35
L13	N80°00'00"E	83.75
L15	N80°00'00"E	22.75

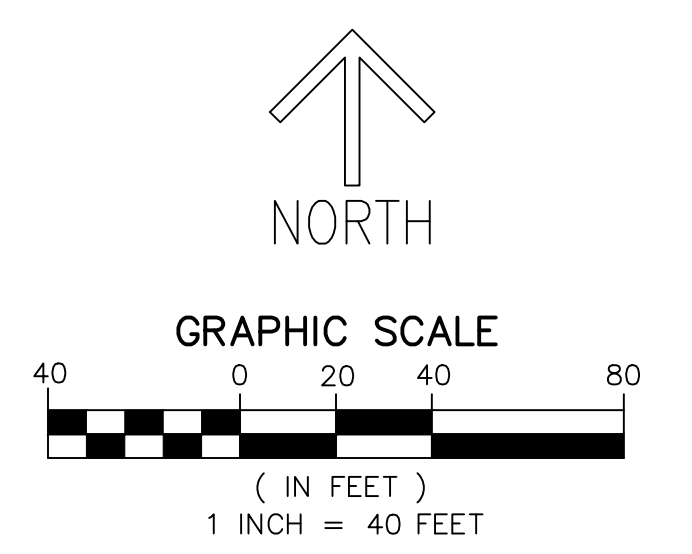
Line Table		
Line #	Direction	Length
L14	S10°00'00"E	20.00
L16	S10°00'00"E	12.00
L23	S42°59'30"E	73.30
L17	N80°00'00"E	21.75
L18	N90°00'00"W	40.07
L22	S46°28'50"E	36.33
L21	N45°13'20"E	6.61
L20	S45°00'00"E	12.00
L19	S45°13'20"W	6.30
L24	N37°38'30"E	13.73
L2	S77°30'40"W	62.36

- LEGEND/ABBREVIATIONS**
- ⊙ - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - AC - ACRES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - EAE - EMERGENCY ACCESS EASEMENT
 - L - ARC LENGTH
 - LAE - LIMITED ACCESS EASEMENT
 - LB - LICENSED BUSINESS
 - LBE - LANDSCAPE BUFFER EASEMENT
 - LSE - LIFT STATION EASEMENT
 - O.R.B. - OFFICIAL RECORD BOOK
 - PB - PLAT BOOK
 - PG - PAGE
 - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
 - R - RADIUS
 - (R) - INDICATES RADIAL LINE
 - (RB) - RADIAL BEARING
 - RBE - ROADWAY BUFFER EASEMENT
 - SF - SQUARE FEET
 - SUAEE - SEACOAST UTILITY AUTHORITY ACCESS EASEMENT
 - SUAEL - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
 - - DENOTES PERMANENT CONTROL POINT



MATCH LINE SHEET 5

MATCH LINE SHEET 2

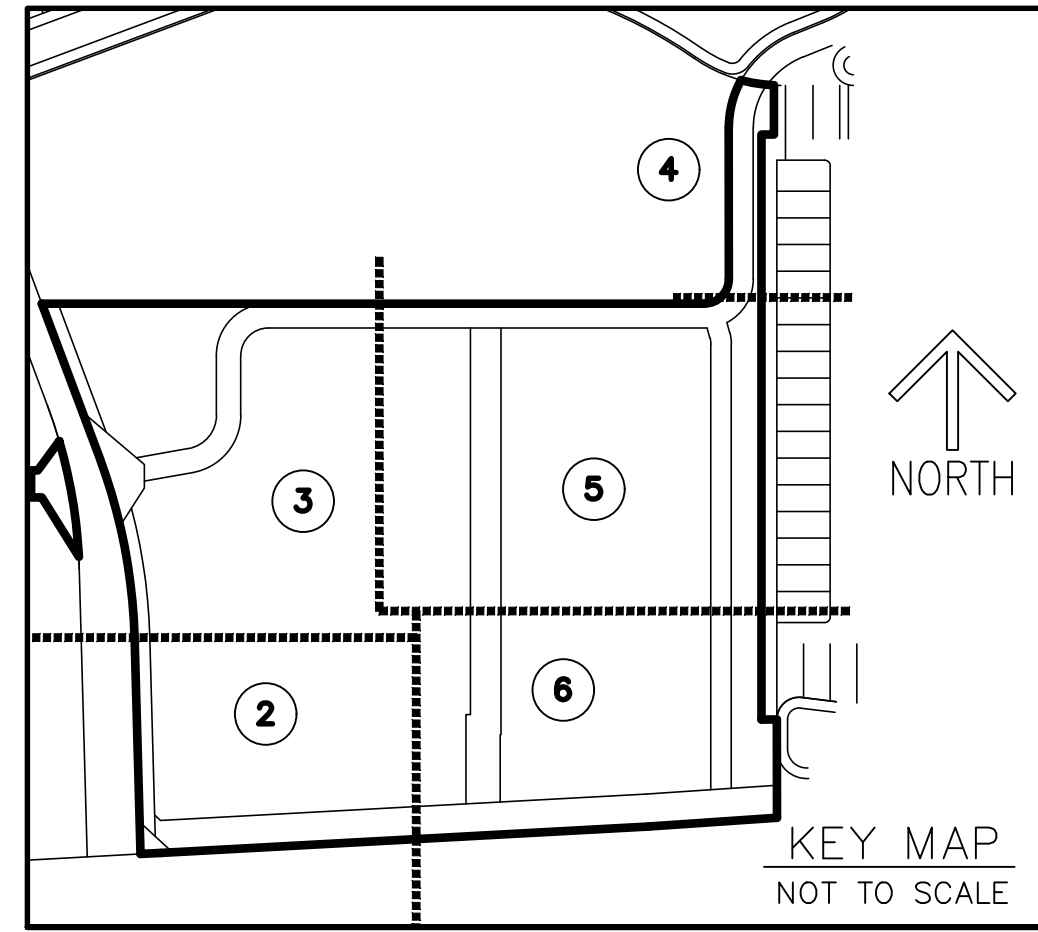


AVENIR TOWN CENTER

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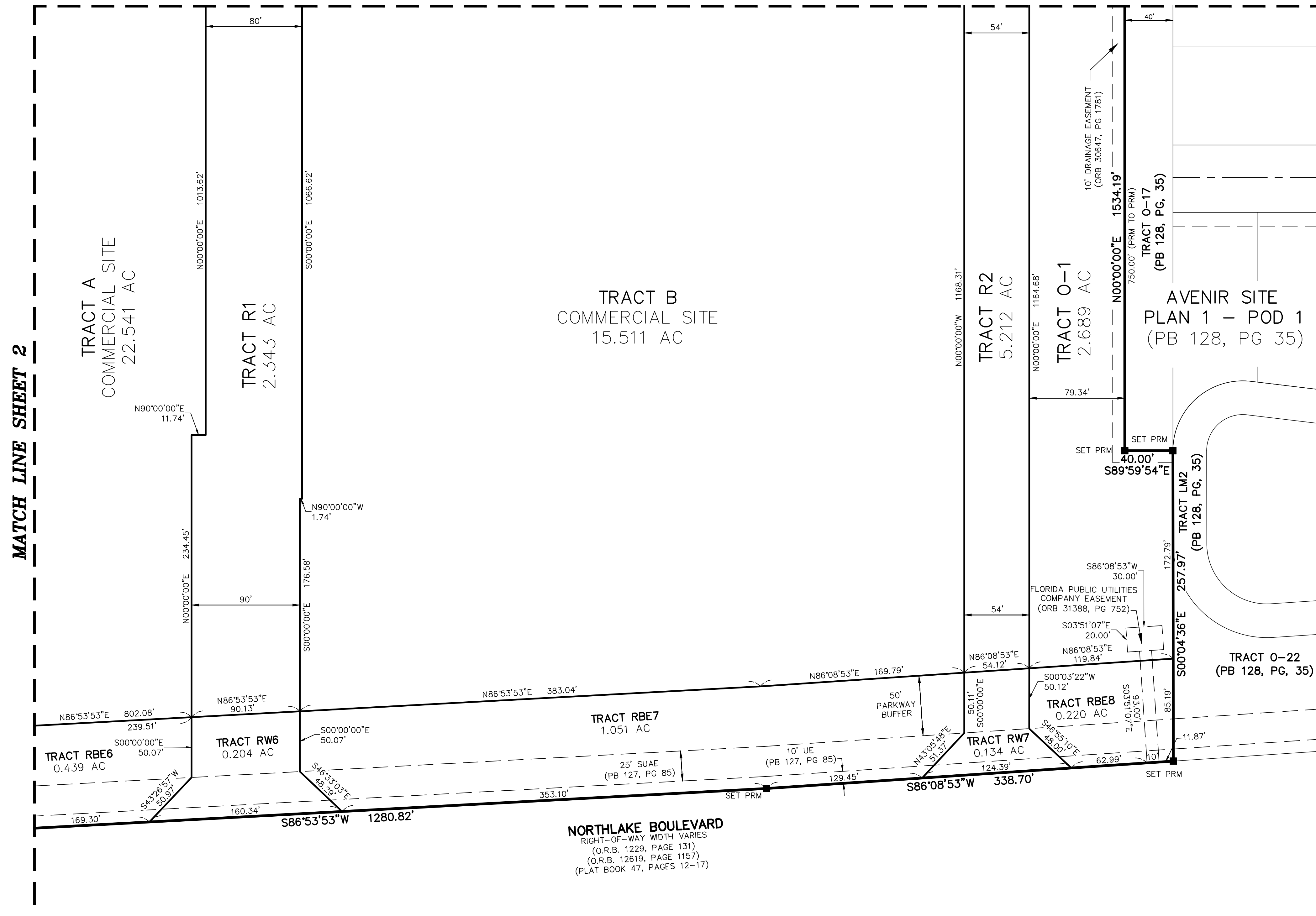
THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS

OF
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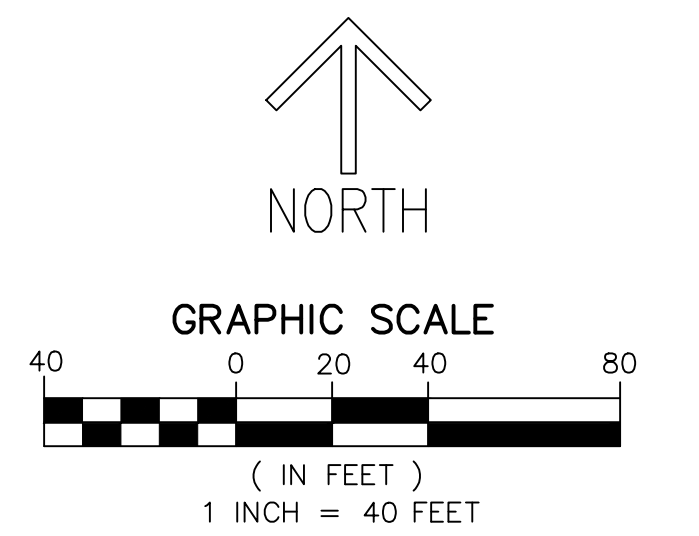


SHEET 6 OF 6

MATCH LINE SHEET 5



MATCH LINE SHEET 2



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

RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT WILL CONSTRUCT AND PERPETUALLY MAINTAIN THAT CERTAIN BRIDGE OVER THE C-18W CANAL UNLESS OTHERWISE RELEASED FROM DOING SO BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; 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, as part of the District’s public infrastructure project and the development of the lands within the boundaries of the District, Coconut Boulevard must be extended to Beeline Highway, which requires the relocation of the existing railroad crossing at Halpatiokee Road; and

WHEREAS, the South Florida Water Management District (“SFWMD”) utilized the existing railroad crossing to access the right of way of the C-18W Canal for purposes of maintaining the same; and

WHEREAS, the permit for the Coconut Boulevard extension includes a condition that a bridge be constructed across the C-18W Canal (the “Bridge”) to provide for SFWMD’s continued access, which Bridge is to be located within the District boundaries and is more particularly described in the Roadway Plan and Bridge Plan attached hereto and made a part hereof as Composite Exhibit A (collectively, the “Plans”); and

WHEREAS, the District is committed to constructing the Bridge over the C-18W Canal to restore SFWMD’s access, and the District will maintain such Bridge in perpetuity unless otherwise released from such obligation by the SFWMD; and

WHEREAS, the commitment of the District to construct the Bridge is contingent on the District receiving funding for such purpose from the future issuance of capital improvement revenue bonds or from the developer, Avenir Development, LLC; and

WHEREAS, construction of the Bridge over the C-18W Canal will require a Right of Way Occupancy Permit (“ROW Permit”) from the SFWMD which shall set forth the terms and conditions for construction, maintenance, and use of the Bridge within the SFWMD’s C-18W Canal right of way; and

WHEREAS, the funding for the design and construction of the Bridge is anticipated to be a part of a future issuance by the District of capital improvement revenue bonds; and

WHEREAS, it is the intent of the District that SFWMD, its employees and authorized agents will have access and use of said Bridge for purposes of maintaining the C-18W Canal and the improvements appurtenant thereto; and

WHEREAS, the District Board of Supervisors finds it to be in the best interest of the District to construct the Bridge in accordance with the Plans and commit to maintaining the Bridge to provide continued access to SFWMD for its maintenance of the C-18W Canal.

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. Upon securing funding from the future issuance of capital improvement revenue bonds or funding directly from the developer, Avenir Development, LLC, the District, acting through the District Board of Supervisors, will construct the Bridge substantially in accordance with the Plans, and hereby further declares that it shall maintain the Bridge in perpetuity, unless otherwise released from doing the same by the SFWMD, and comply with the terms and conditions set forth in the ROW Permit issued by the SFWMD for the Bridge.

SECTION 3. In accordance with the Plans for the Bridge and the applicable requirements of local, state, and federal law, the proper officers, employees and agents of the District are hereby authorized and directed to take such further action(s) as may be necessary or desirable to cause the Bridge to be constructed and maintained, including, without limitation, the procurement and execution of construction and maintenance contracts for the same.

SECTION 4. The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.

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

SECTION 6. If any clause, paragraph, provision, 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 7. 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 13TH DAY OF MARCH, 2023.

ATTEST:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

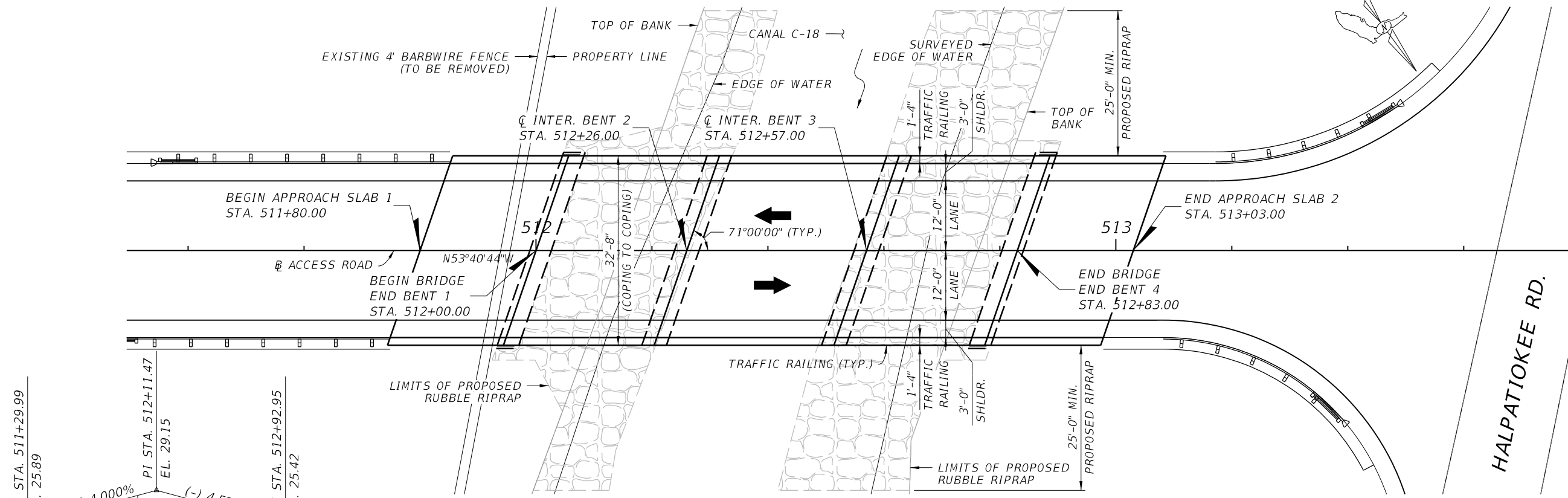
Jason Pierman, Secretary

Virginia Cepero, Chair
Board of Supervisors

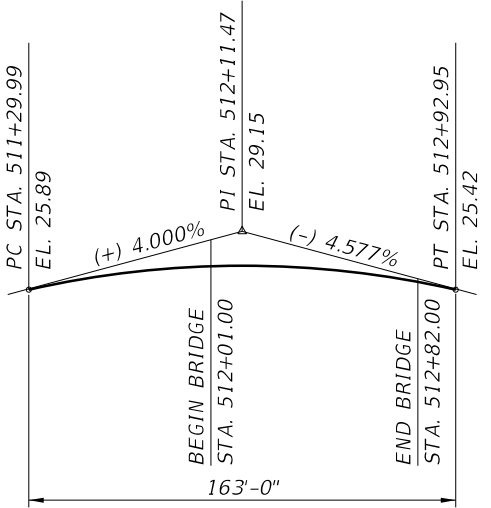
Composite Exhibit “A”

Plans

DIRECTION OF STATIONING



PLAN



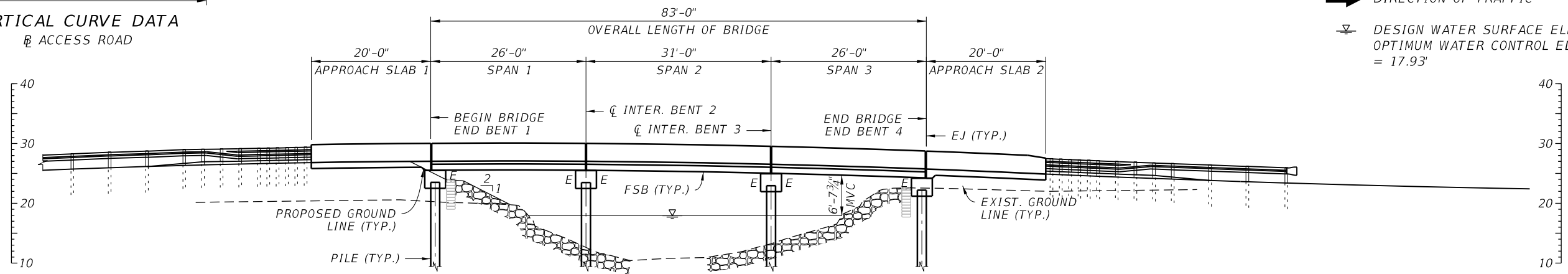
VERTICAL CURVE DATA
ACCESS ROAD

NOTE:

1. FOR ADDITIONAL ROADWAY, UTILITIES, DRAINAGE, LIGHTING, AND SIGNING AND PAVEMENT MARKING INFORMATION, SEE ROADWAY PLAN SET.

LEGEND:

- ➔ DIRECTION OF TRAFFIC
- ▽ DESIGN WATER SURFACE ELEVATION (DWSE) / OPTIMUM WATER CONTROL ELEVATION (OWCE) = 17.93'



ELEVATION

BRIDGE NO. #####

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

WGI KALI MCNEILE, P.E.
P.E. LICENSE NO. 88599
WGI, INC.
3230 WEST COMMERCIAL BLVD., SUITE 300
FORT LAUDERDALE, FL 33309

DRAWN BY: WGI
CHECKED BY: WGI
DESIGNED BY: WGI
CHECKED BY: WGI

AVENIR DEVELOPMENT

ROAD NO. COCONUT BLVD. COUNTY PALM BEACH

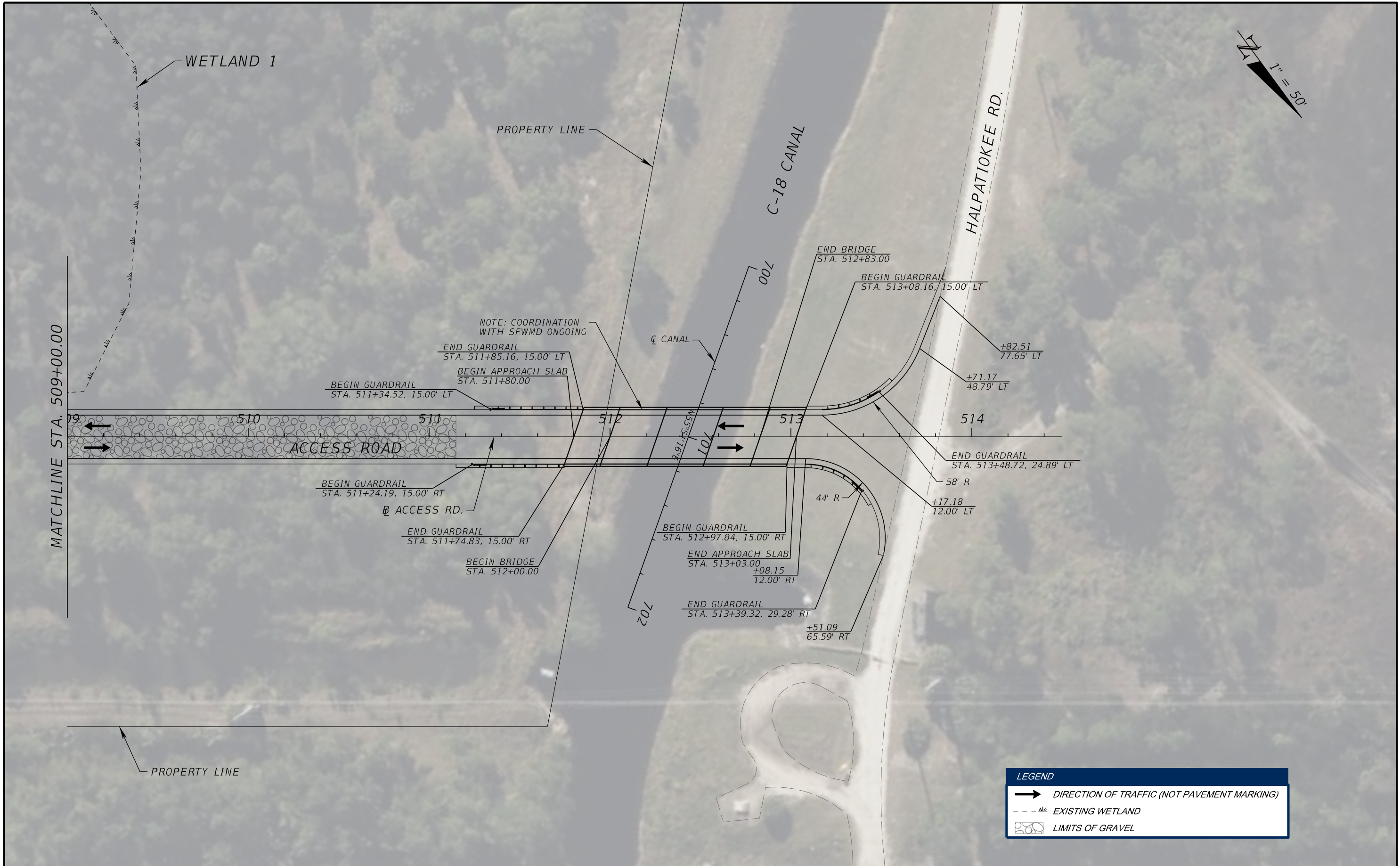
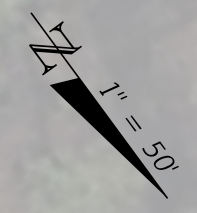
SHEET TITLE: PLAN AND ELEVATION

PROJECT NAME: COCONUT BOULEVARD EXTENSION BRIDGE OVER CANAL C-18

SHEET NO. B1-1

1/20/2023 2:57:00 PM USER: Kali McNeile c:\work\mg\wgi\kali\carroll\d2231286\B1PlanElev01.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

WGI COREY HILL, P.E.
 P.E. LICENSE NO. 80438
 WGI, INC.
 2035 VISTA PARKWAY
 WEST PALM BEACH, FL 33411

DRAWN BY: JA	AVENIR DEVELOPMENT	
CHECKED BY: CAH	ROAD NO.	COUNTY
DESIGNED BY: JA	COCONUT BLVD.	PALM BEACH
CHECKED BY: CAH		

SHEET TITLE:	ROADWAY PLAN (25) ACCESS ROAD	SHEET NO.:	
PROJECT NAME:	COCONUT BLVD. EXTENSION		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 14th day of February, 2023 by and between AVENIR COMMUNITY DEVELOPMENT (hereinafter called the Customer) and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Avenir Dr - phase 4 located in Palm Beach Gardens/Palm Beach.

(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$347,532.86 (the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$46,257.31 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$301,275.55.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 120/208 volt, three phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document, which contains a full legal description, and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, at no cost to FPL, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
 - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - b) A construction schedule,
 - c) An estimate of when electric service will be required, and
 - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.

8. Prior to FPL construction pursuant to this agreement, the Customer shall:
 - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.
 - c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
 - d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
 - e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
 - f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.
 - g) Provide a meter enclosure, downpipe and ell which meet all applicable codes and FPL specifications and which will accommodate FPL's service cable size and design. These items must be confirmed with FPL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.

9. FPL shall:
 - a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
 - b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
 - c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

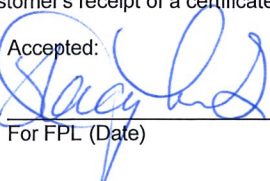
10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

For FPL (Date)

 2/14/23

Accepted:

Customer (Date)

Witness (Date)

Witness (Date)



FPL

NOTIFICATION OF FPL FACILITIES

Customer/Agency BALLBE & ASSOCIATES

Developer/Contractor Name _____

Location of Project AVENIR

FPL Representative STACEY LIEBLA

Developer/Contractor Representative ALAN BOAZ

Date of Meeting/Contact: 8/17/21

Project Number/Name: AVENIR - SPINE RD PHASE 4

City: PALM BEACH GARDENS

Phone: 561-790-5017

FPL Work Request #/Work Order #: 10802625/10802808

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines.** It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NEC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NEC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

<u>*Power Line Voltages</u>	<u>**Personnel and Equipment</u> (29 CFR 1910.333 and 1926.600)	<u>Cranes and Derricks</u> (29 CFR 1926.1407, 1408)	<u>Travel under or near Power Lines (on construction sites, no load)</u> (29 CFR 1926.600 – Equipment) (1926.1411 – Cranes and Derricks)	
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

***When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.**

****For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.**

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Means by which this notification was provided to customer and/or contractor
Stacey Liebla

FPL Representative Signature

Address
8/17/21

Date

Customer/Developer/Contractor Representative Signature

Date

RESOLUTION NO. 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AMENDING AND SUPPLEMENTING RESOLUTION 2022-02 TO REPLACE THE SPECIAL EVENTS AGREEMENT FORM AND THE INSTRUCTOR AGREEMENT FORM WITH UPDATED VERSIONS OF THE SAID AGREEMENT FORMS; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District, through its Board of Supervisors (the “Board”), previously adopted Resolution 2022-02 at its meeting of April 28, 2022 (“Resolution 2022-02”); and

WHEREAS, Resolution 2022-02 authorized and approved, among other things and under certain conditions, the use of Special Events Independent Contractor Agreements and Instructor Agreements, and amendments thereto, provided such agreements are in the form of the Special Events Agreement Form and the Instructor Agreement Form attached to and made a part of Resolution 2022-02; and

WHEREAS, it has been brought to the attention of the Board that the Special Events Agreement Form and the Instructor Agreement Form should be updated and the updated versions of the same be placed into use pursuant to the terms of Resolution 2022-02; and

WHEREAS, the Board has determined that it is appropriate to amend and supplement Resolution 2022-02 by replacing the Special Events Agreement Form and the Instructor Agreement Form with updated versions of the same.

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 Special Events Agreement Form and the Instructor Agreement Form approved for use pursuant to Resolution 2022-02 are hereby replaced in their entirety with the updated versions of the Special Events Agreement Form and Instructor Agreement Form attached hereto and made a part hereof as Exhibit A and Exhibit B, respectively.

SECTION 3. The proper District officials are hereby authorized and directed to take all steps necessary to **effectuate** the intent of this Resolution. Except as otherwise set forth in this Resolution, all other terms of the Resolution 2022-02 are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

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 13TH DAY OF MARCH, 2023.

ATTEST:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Secretary/Assistant Secretary

Name: _____
Chair/Vice-Chair
Board of Supervisors

Exhibit A

Updated Special Events Agreement Form

Checklist for Completing Special Events Independent Contractor Agreement

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

SPECIAL EVENTS INDEPENDENT CONTRACTOR AGREEMENT

THIS SPECIAL EVENTS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made this ____ day of _____, 202__, by and between the **Avenir Community Development District**, a local unit of special-purpose government established and existing under Chapter 190, Florida Statutes, with an address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”) and _____, a _____, with an address of _____ (the “Contractor”).

RECITALS

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

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

WHEREAS, Contractor desires to provide such services to the District on the Property for an event that will take place on _____, 202__ (the “Event”); and

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

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

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

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

2. **CONTRACTOR’S OBLIGATION.** The Contractor shall provide the services attached hereto as **Exhibit A**. Contractor shall perform such services for a onetime charge of \$ _____, inclusive of all costs and fees. Contractor shall provide all labor, materials, and equipment necessary for such services unless otherwise specified on **Exhibit A**.

3. BILLING AND PAYMENT. Contractor shall invoice the District after successful completion of the services provided pursuant to the terms of this Agreement. After receipt of an invoice from Contractor, District shall provide payment in accordance with Florida's Local Government Prompt Payment Act (Section 218.70 through 218.80, Florida Statutes) and Section 215.422, Florida Statutes.

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

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

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

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

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

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

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

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

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

12. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

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

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

15. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

22. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States

for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

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

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

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

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

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Print Name, Title:

Signature Date

Contractor Name

Print Name, Title:

Signature Date

Exhibit A: Scope of Services

Exhibit B

Updated Instructor Agreement Form

INSTRUCTOR AGREEMENT FORM

THIS SPECIAL EVENTS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made this ____ day of _____, 202__, by and between the **Avenir Community Development District**, a local unit of special-purpose government established and existing under Chapter 190, Florida Statutes, with an address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”) and _____, a _____, with an address of _____ (the “Contractor”).

RECITALS

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

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

WHEREAS, Contractor desires to provide such services to the District on the Property for recurring services that will take place beginning on _____, 202__ ; and

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

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

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

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

2. **CONTRACTOR’S OBLIGATION.** The Contractor shall provide the services attached hereto as **Exhibit A**. Contractor shall perform such services for a charge of \$ _____, inclusive of all costs and fees. Contractor shall provide all labor, materials, and equipment necessary for such services unless otherwise specified on **Exhibit A**.

3. BILLING AND PAYMENT. After receipt of an invoice from Contractor, District shall provide payment in accordance with Florida's Local Government Prompt Payment Act (Section 218.70 through 218.80, Florida Statutes) and Section 215.422, Florida Statutes District.

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

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

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

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

8. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or other damage of any nature, arising out of, or in connection with, the services to be performed by Contractor. District shall not be liable to Contractor, its agents or employees, for any damages, losses or injuries to Contractor's, or any of its agent's or employee's person or property which are

consequent upon or arising from District's ownership of the Property or consequent upon Contractor's occupancy of the Property or performance of this Agreement, or whether such damages, losses or injuries are caused by acts of negligence, whether active or passive.

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

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

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

12. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

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

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

15. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

16. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

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

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

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

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

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

be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

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

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

22. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor

shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

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

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

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

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

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Print Name, Title:

Signature

Date

Contractor Name

Print Name, Title:

Signature

Date

Exhibit A: Scope of Services



*Monthly Managers Report
March 13, 2023*

Date of Report: 3/7/2023

Submitted by: Richard Salvatore

- **Completed Tasks**
 - Proposals have been received and included for previously discussed projects.
 - Tennis and pickleball services have begun by previously approved vendors.
 - Ticket sales for events have begun. 45 Tickets were purchased for last month's Mardi Gras event.

- **Ongoing Tasks**
 - The maintenance cart is offsite being repaired, under warranty, by the manufacturer.

- **Future Items**
 - Installation of lighting along the newly poured sidewalk.
 - Addition of the following items:
 - Storage shed near the pump station.
 - "Request to exit" device on Aerobics room door and gym double doors, for after-hours fire exit compliance.
 - Emergency callbox in the gym, for after-hours emergencies.
 - Security camera in the main entry hallway to provide security and surveillance for the only portion of the clubhouse without it.
 - Access card system on all perimeter gates, allowing for better security & to keep non-patrons from using amenities.
 - Access card system to the pickleball gate, allowing for better security & to keep non-patrons from using amenities.
 - Connecting fence & gate leading to the tennis courts, the addition of access card system, allowing for better security & to keep non-patrons from using amenities.

- **Items for consideration**
 - Landscaping proposal to extend mulched lighting beds around trees.
 - CPM: \$2,530 – NOT TO EXCEED
 - Tennis court fence proposal:
 -
 - HVAC maintenance agreements:
 - Premier Comfort: 2x / year @ \$5,238
 - Service Experts HVAC: 4x / year @ \$3,700
 - Eskimo: 2x / year @ \$2,304
 - Carpet cleaning proposals:
 - Stanley Steemer: \$2,026
 - Eastside ChemDry: \$1,636
 - Alladin Carpet: \$1,050

Lifestyle Directors Report

Date of Report: 3/7/2023

Submitted by: Gina Todd Sanchez

Completed Events:

- **Screen on the Green – Friday, January 20th**

Residents grabbed their blankets and enjoyed popcorn and candies while watching the screening of *DC League of Superpets* on the event lawn. A perfect way to start the weekend on a beautiful starry night.



- **“Fit Camp” Class – Saturday, January 28th**

Mele Fitness Solutions hosted a free FIT Camp with an hour full of fun, sweat, and a test of strength. There were several burpees, squats, and high knees to challenge the residents. At the end of an intense training session, all had smiles and a great workout.



- **S’more Valentines Event – Monday, February 13th**

Spreading S’more Love to the Avenir Little Residents, they were encouraged to gather in the Clubroom to create Valentine’s Day cards and gifts. The DIY kit consisted of a mason jar, a trail mix of marshmallows, cupcake-flavored grahams, m&m’s, a heart-shaped doily, and ribbon. While the little ones were getting their creative juices flowing, they enjoyed a sweet treat of Nothing Bundt Cakes. Lots of love and smiles filled the room.

Completed Events continued:

- **S'more Valentines Event – Monday, February 13th**



- **Mardi Gras Murder on the Bayou Mystery Event – Saturday, February 18th**

Letting the good times roll here at Avenir!!! What a fun night for the patrons and their guests filled with murder, mystery, Mardi Gras, and lots of mingling with their neighbors. The special guest for the evening was the “Dinner Detective Company” which hosted a murder mystery show for the residents to solve. Throughout the evening, three victims were “killed” and the attendees jobs were to mingle, look for clues, and try and solve the case . A resident was successful in solving the crime and was awarded a Tee Shirt at the end of the night as the detectives escorted the murderer off the premises.



Completed Events continued:

- **Mardi Gras Murder on the Bayou Mystery Event – Saturday, February 18th**

Décor was kept simple and festive going along with the traditional Mardi Gras themed colors of green, purple, and gold. Accents of beads, feathers, and Avenir’s own Mardi Gras float enhanced the décor.



The menu selected for the evening was kept with Southern Style Creole Cajun Cuisine. Stationed bites consisted of shrimp po boys, jambalaya, crab cakes, and hush puppies to satisfy those hungry appetites. For those with a sweet tooth, bread pudding with bourbon caramel sauce, king cake cupcakes, and pecan pie tarts were available for the attendees to enjoy. A cash bar was also available for those who wished to purchase drinks.

Upcoming Events:

- Red Carpet Oscar Movie Night – Friday, March 10th, 7:00 – 9:00 PM**
The red carpet will be rolled out for Avenir Patrons for a special viewing of the Oscar Nominated feature film, TOP GUN: Maverick.
- Luck O’ the Irish Pickleball Mixer – Saturday, March 11th, 1:00 – 4:00 PM**
Avenir Patrons have been tasked to put their Irish pride to the test; Joining families of Kelly, Murphy, O’Sullivan, and Walsh in a battle to decide who is the top o’ the baile. Included are St. Patty’s Day Trivia, costume contest, beverages, snacks, and pickleball play.
- Lucky the Leprechaun – Friday, March 17th**
As we unlocked the door to the clubhouse, we were surprised to find Lucky the Leprechaun standing guard over a pot overflowing with delicious treats. With a mischievous twinkle in his eye, he challenged us to guess the exact number of treats inside before he rode the rainbow back to his home. Will you take up the challenge and win his pot of sweet riches?
- O“Fish”ally ONE – Saturday, March 18th**
In celebration of the one year anniversary of the opening of the clubhouse, music, games, cake and ice cream will entertain patrons during this “under the sea” themed pool party.
- Conservation Trail Phase One Opening – Saturday, March 25th**
Exciting News!!! Residents and their guests will have the opportunity to tour the opening of the conservation walking trails. Light bites and beverages will be served.

Avenir Patron Rentals:

- Panther National Rental of Clubroom – Tuesday, February 21st**
The Panther National Executive and Sales Team hosted a broker event to showcase their Phase 2 Lots. Invited guests met at the Avenir Clubhouse where they were given shuttled tours of the new area. Upon their return, guests enjoyed cocktails, light bites, and conversation. Melissa Meyers from IMI Worldwide Productions was the contracted event planner for this project. Corey Smith and his team from Island Kitchen Catering provided the décor, light bites, and cocktails.





Avenir Patron Rentals continued:

- **Patron Rental of Small Pool Pavilion – Saturday, February 25th**
The small pool pavilion was rented for a birthday which included a spread of food, drinks, and cake of course! There were approx 10 guests in attendance.
- **Patron Rental of Small Pool Pavilion – Saturday, March 4th**
The small pool pavilion was rented for a child’s birthday. There were approx 20 guests in attendance. The celebration included a spread of food, drinks, and cake!

Upcoming Patron Rentals:

- **Patron Rental of Large Pool Pavilion & Café Pavilion – Saturday, March 25th**
 - Wedding rental, approximately 65 guests.
- **Non-Patron Rental of Event Hall & Clubroom – Thursday, March 30th**
 - Broker Event, Estimated guest count is 130 guests.
- **Non-Patron Large Pavilion & Event Hall – Saturday, April 15th**
 - Wedding rental, estimated guests 100+.
- **Event Hall – Sunday, April 16th**
 - Baby shower, approximately 80 guests, Tentative & awaiting deposit
- **Small Pavilion – Saturday, May 20th**
 - Birthday Party, estimated 30 guests
- **Café Pavilion & Club Room – Saturday, May 27th**
 - Wedding, estimated 60 guests



Field Operations Manager Report

Date of Report: 3/7/2023

Submitted by: Jorge Rodriguez

Completed Tasks

- The cracks in the hard tennis courts have been repaired, as of 1.16.23.
- Ground lighting and lakeside swing damaged by Landscaping Vendor, CPM, have been replaced.
- The faulty solenoid valve for the fire pit has been replaced.
- Previously approved signage for the fire pit has been installed.
- Stainless steel satin finish commercial grade kick plates for inside doors have been installed.
- Installation of the east fountain fixture pump motor which replaced a burnt out motor.
- All tennis courts and pickleball court s nets have been washed and restored to like-new condition.

Weekly Projects

- Garbage cans on the clubhouse grounds are checked and emptied daily
- Garbage cans on Avenir drive are checked and emptied twice weekly.
- All outside and inside building light fixtures are inspected weekly.
- 6 Clay Tennis Courts are raked and rolled every week
- All eight hard floor Tennis Courts and pickleball courts are blown daily to clean debris.
- Club House grounds, sidewalks, parking lots, and playgrounds are blown daily.
- A deep spider web cleaning around the Club House and the Playgrounds is completed weekly.
- All pools, splash pad, spa, and fountains are maintained daily to health department standards.
- Equipment on both playgrounds is tightened and adjusted twice monthly.
- Exterior fans and pavilions are cleaned weekly.

Current and Ongoing Projects

- The installation of the wild animal signs around the lakes is still ongoing.
 - Signs are completed on all bodies of water south of the clubhouse. Lakes north of the clubhouse are in progress.
- Previously installed signage for the fountain will be installed this month.



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

Landscape Proposal

Office: (954) 973-3333 | Fax: (954) 979-1424
 "Beautifying South Florida Since 1977"

Avenir CDD c/o Vesta Property Services 12255 Avenir Drive Palm Beach Gardens, FL 33412 Attn: Richard Salvatore	Customer Phone		Date	Proposal #
	(561) 630-4922 Jason		2/2/2023	41916
	TB	CPM Rep	RE:	
	dm	JO	See Below	

Description	Quantity	Cost	Proposal Total
* LOCATION OF SERVICE: FRONT ENTRY - (6) MEDJOO PALMS - RESHAPE BEDS TO INCLUDE LIGHTING FIXTURES AND UTILITY BOXES - ADD THE FOLLOWING MATERIALS *			
Croton 'Mango' - 3 gallon	60	18.00	1,080.00
'Trinettes' Arboricola - 3 gallon	54	15.00	810.00
Labor - Enhancement	4	125.00	500.00
Cubic Yards of Debris Hauled & Disposed	4	35.00	140.00
<p>PLEASE NOTE: This proposal is only an estimate. Your final invoice will be for actual time and materials. Prices are subject to change after 30 days. Proposals must be signed and dated before work can begin.</p> <p>(1) PLEASE NOTE: CPM WILL CALL "SUNSHINE STATE ONE" FOR LINE LOCATION. THIS IS CPM'S RESPONSIBILITY. SUNSHINE STATE ONE USUALLY MARKS: COMCAST, FP&L, AT&T DISTRIBUTION, WATER & SEWER & FIBER OPTICS. ALL OTHER PRIVATE LINES (EX. PROPANE/GAS LINES, ETC.) ARE NOT CPM'S RESPONSIBILITY. A PRIVATE LINE LOCATOR MUST BE HIRED BY THE CUSTOMER CPM IS PERFORMING THE WORK FOR. PLEASE NOTIFY US IF YOU ARE GOING TO PROVIDE THIS SERVICE BEFORE CPM BEGINS WORK.</p> <p>(2) ANY ELECTRIC THAT PERTAINS TO SPOTLIGHTS OR ANY LIGHTING THAT WILL BE REMOVED MUST BE COMPLETED BEFORE WORK CAN BEGIN. ELECTRIC LINES MUST BE</p>			

OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.

Proposal Total

Signature _____

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



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

Landscape Proposal

Office: (954) 973-3333 | Fax: (954) 979-1424
 "Beautifying South Florida Since 1977"

Avenir CDD c/o Vesta Property Services 12255 Avenir Drive Palm Beach Gardens, FL 33412 Attn: Richard Salvatore	Customer Phone		Date	Proposal #
	(561) 630-4922 Jason		2/2/2023	41916
	TB	CPM Rep	RE:	
	dm	JO	See Below	

Description	Quantity	Cost	Proposal Total
<p>MARKED. SUNSHINE STATE DOES NOT PROVIDE THIS SERVICE.</p> <p>(3) UTILITY ADDENDUM MUST BE SIGNED BEFORE WORK CAN BEGIN.</p> <p>(4) NEW IRRIGATION MUST BE IMPLEMENTED TO CONFORM WITH NEW LANDSCAPE DESIGN.</p> <p>(5) CPM DOES PROVIDE LANDSCAPE LIGHTING SERVICE IF NEEDED.</p> <p>(6) CPM CAN NOT BE RESPONSIBLE FOR IGUANA DAMAGE TO ANNUAL FLOWERING PLANTS AND/OR PERENNIAL ORNAMENTAL PLANTS.</p>			

OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.

Proposal Total \$2,530.00

Signature _____

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



561-444-3670

Billing Address
 Vesta Property Services (Avenir)
 12255 Avenir Drive
 Palm Beach Gardens, FL 33412 USA

Premier Comfort Services Inc
 5407 N Haverhill Rd Unit 341
 West Palm Beach, FL 33407
 561-444-3670
 www.premiercomfortac.com
 CAC1816827, CFC1429515

Estimate 23947550
 Job 23873313
 Estimate Date 5/11/2022
 Technician Chris Morgan
 Customer PO

Job Address
 Vesta Property Services (Avenir)
 12255 Avenir Drive
 Palm Beach Gardens, FL 33412
 USA

Estimate Details

Commercial Membership & Tankless service

Task #	Description	Quantity	Your Price	Your Total
GTWHSERVICE-30	Flush and service gas tankless water heater. Unit needs to have flush kit installed in order to service unit. Annual flush	3.00	\$429.00	\$1,287.00
COMMBRSHP-1A	GTWHSERVICE-30 Our Club membership makes sure that you always receive timely service, your place of business is always protected, and your up-to-date on the latest expert tips. 1 ERV system 3 Split Systems 1 Walk-in 1 Make Air system 2 Package Unit 1 Ice Machine * 1 Month FREE * Priority service * Same-day response time * 15% off today's service call * 15% off all future service calls * No Emergency Service Fees * Transferable to new Business or New Business Owner * Our monthly newsletter program with expert tips * One Annual Plumbing Inspection	9.00	\$439.00	\$3,951.00

Member Savings	\$227.10
Sub-Total	\$5,238.00
Tax	\$0.00
Total	\$5,238.00
Est. Financing	\$69.44

Thank you allowing us to be of service to you. The best compliment we could receive is a referral to your family and friends!

COMMERCIAL Planned Service AGREEMENT



561.881.5341

ServiceExpertsPalmBeach.com

Branch 034 | 1400 Northpoint Parkway, Suite 20 | West Palm Beach, FL 33407 | License #: CAC1816603, Plumbing CFC058645

Business Vesta Property Services: Avenir

Contact Name Jorge Rodriguez

Street Address 12255 Avenir Dr

City Palm Beach Gardens ST FL Zip 33412

Email jorodriguez@vestapropertyservices.com Contact Phone (561) 310-5527

Service Address (if different)

Covered Equipment **Model/Product** **Desc./Location**

Covered Equipment	Model/Product	Desc./Location
(6) Commercial HVAC units	4A7A6060J1000BA	Split systems / Ground
	(2)TTA12043CAA01AS01	
	THD150G3RGD1600B0A1	Package Units / Roof
	THC120F3EGA22B0B0A1	
	DX11TA0903AA	DOAS / Roof

Comments

(4) System maintenances w/ filter changes per year. (Standard filters included)

To include all listed plan benefits and procedures. *Filters for DOAS are customers responsibility

***Special order filters to be an additional charge - (if required)

Commercial Account Manager: Eric Feldman P: 561-510-4491 E: Eric.Feldman@ServiceExperts.com

Plan Information Start Date | 0 | 3 | 2 | 3 | to | 0 | 3 | 2 | 4 | Perpetual

Number of Cooling Inspections 4 Number of Heating Inspections _____

Filter Change Interval Annual Semi-annual Quarterly Monthly Other _____

Payment Information Interval Annual Semi-annual Quarterly Monthly

Method ePay CASH VISA MC AMEX DISC CHECK# _____

Acct# _____

Auth Code _____ Exp. Date _____

Total Annual Investment \$ 3,700.00

I do do not preauthorize Service Experts to perform repairs up to the amount of \$250.00 per occurrence. _____ (customer initials)

BY SIGNING BELOW, I AGREE TO THE TERMS OF THIS SERVICE ORDER, THE ATTACHED GENERAL TERMS AND CONDITIONS, AND WHERE APPLICABLE, THE THIRD PARTY SERVICE NET WARRANTY, LLC TERMS AND CONDITIONS. I ALSO AGREE THAT I HAVE BEEN NOTIFIED VERBALLY OF MY RIGHT TO CANCEL AND WHERE APPLICABLE, ANY ADDENDUM DESCRIBING MY RIGHTS UNDER STATE LAW.

Customer Signature _____

Date _____

Print Name

Eric Feldman

Digitally signed by Eric Feldman
Date: 2021.10.28 11:51:51 -04'00'

02/28/23

Consultant Signature _____

Date _____

Plan Benefits

- ✓ No overtime charges
- ✓ Energy savings
- ✓ Extended system life
- ✓ Cleaner air
- ✓ Greater comfort
- ✓ Fewer repairs
- ✓ 10% repair discount
- ✓ Priority service
- ✓ 24/7 emergency service
- ✓ Automatic renewal

Cooling Procedures*

- ✓ Check thermostat
- ✓ Clean condensing coil
- ✓ Replace filters
- ✓ Clean drains
- ✓ Check blower and rotation
- ✓ Parts lubrication
- ✓ Check electrical connection
- ✓ Check operating pressure
- ✓ Check refrigerant charge
- ✓ Annual belt change (1)
- ✓ Monitor cooling cycle

Heating Procedures*

- ✓ Clean burner section
- ✓ Replace filters
- ✓ Clean blower components
- ✓ Adjust gas pressure
- ✓ Check and adjust pilot
- ✓ Parts lubrication
- ✓ Monitor flue draft
- ✓ Electrical connection check
- ✓ Test safety controls
- ✓ Monitor voltage and amps
- ✓ Adjust air flow
- ✓ Check heat anticipator
- ✓ Check thermostat(s)
- ✓ Monitor heating cycle

*where applicable



WE SERVICE ALL MAKES AND MODELS, 24/7

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15623 Hamlin Blvd. Loxahatchee, FL 33470

PHONE: 561-210-7283

Energy Saving Maintenance Agreement

NAME Avenir CDD				BILL TO				
STREET 12255 Avenir Drive				STREET				
CITY Palm Beach Gardens		STATE FL	ZIP CODE 33412	CITY		STATE	ZIP CODE	
HOME #		CELL #		HOME #		CELL #		
EMAIL				EMAIL				
TECHNICIAN Damian			DATE 05-10-2022					
Unit #	Make	Model #	Serial #	Tons	Age	Qty.	Filter Size	Belt Size
							x x	
							x x	
							x x	
							x x	
							x x	
<input type="checkbox"/> A/C <input type="checkbox"/> H/P <input type="checkbox"/> G/F <input type="checkbox"/> RTU <input type="checkbox"/> PKG <input type="checkbox"/> SPLIT <input type="checkbox"/> OTHER _____								
Tune-ups <input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> June <input type="checkbox"/> July <input type="checkbox"/> Aug <input type="checkbox"/> Sept <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All 12								
Filter change <input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> June <input type="checkbox"/> July <input type="checkbox"/> Aug <input type="checkbox"/> Sept <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All 12								
Comments								
PM service to (1) Walk-in cooler, (3) Split systems, (1) Ice machine, (1) Reach-in cooler, (1) Kitchen exhaust fan, (1) Kitchen dish washer hood, (2) Rooftop PKU, (1) Fresh air makeup, (1) Kitchen fresh air make up.								
Air filters are not included in this quote but can be supplied at cost, for property maintenance department to replace monthly.								
TERMS								
<input checked="" type="checkbox"/> ONE YEAR Cost \$ <u>2,303.74</u>		<input type="checkbox"/> TWO YEARS Cost \$ _____			<input type="checkbox"/> THREE YEARS Cost \$ _____			
# of Visits <u>(2)</u>		# of Visits _____			# of Visits _____			
TERMS This inspection and service agreement will commence on the day of acceptance and will continue from year to year thereafter until terminated. Agreement will be reviewed by both parties at each anniversary date for cost and/or other charges. Either party may terminate this agreement by giving a 30 days written notice at any time.			REPAIR PARTS AND LABOR No parts or repair labor are included in this contract. Repair labor performed during normal business hours Monday thru Friday 8am to 5pm will be billed at the current customer rate service call fee + Flat rate pricing. In case of breakdown, we provide 24hr emergency service at no overtime rate as long as the agreement is current and paid in full. Warranty work performed during normal business hours of Monday thru Friday 8am to 5pm. This agreement also places the purchaser on a preferred status in our service files for assured service during peak service periods. Any minor repairs will be performed at once. However, if any major problems arise you will be contacted and an estimate will be provided. A 15% discount will be applied to each service repair/quoted job.					
Payment <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> AMEX <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____								
We agree to provide you with a complete tune-up and professional cleaning annually or semi-annually as described above for your heating and air conditioning equipment during the terms indicated.								
Customer Approval _____				Date _____				
Company Approval _____				Date _____				

Commercial QUOTE



Thank You For Choosing Eastside Chem-Dry!

DATE: 1/10/2023

CLIENT # 3098

Eastside Chem-Dry
Stuart, FL
(561) 532-1442
Contact@EastsideChemDry.com
EastsideChemDry.com

TO Jorge Rodriguez

Avenir
12255 Avenir Drive
Palm Beach Gardens, FL 33412

Options Below

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
(1) 3931sf	Encapsulation Cleaning	\$0.24	\$904.13
(2) 3931sf	HCE Cleaning	\$0.32	\$1257.92
420 SF	RUG Cleaning Delicate - (3) Wool/Viscose	\$0.90	\$378
<i>POST-VACUUM is \$125. Post-vac needs to be done after encapsulation, and it is done after the carpet is completely dry. This is an extra fee because it extends the appointment time by 1.5-2 hours.</i>			
		SUBTOTAL	OPTION 1 - \$1282.13 +tax
		SUBTOTAL	OPTION 2 - \$1635.92 +tax
		TOTAL	

Thank you!

PREPARED BY: SARA OFRI, OWNER

Jorge Rodriguez

From: alladin carpet <alladin.carpet@comcast.net>
Sent: Tuesday, January 10, 2023 3:47 PM
To: Jorge Rodriguez
Subject: Carpet Ceaning

Alladin's Magic carpet Cleaner
561-863-0084
561-691-9007 (cell)

Estimate to clean the carpets at the club house 12255 Avenir Dr and the 3 area rugs is \$1050.00 + tax.

This price includes Pre spray, spot removal, deep steam clean, dry and deodorize. This work is done by the owner and operator with over 12 years on experience to ensure quality work. Taking pride in ownership. We are fully licensed and insured for your protection. Please feel free to call anytime if you have any questions or for scheduling.

Thank you,

bachir