



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
APRIL 27, 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
REGULAR BOARD MEETING
April 27, 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 | |
| 1. March 13, 2023 Special Board Meeting..... | Page 2 |
| G. Old Business | |
| H. New Business | |
| 1. Consider Approval of Sixth Supplemental Engineer’s Report – Town Center Project..... | Page 8 |
| 2. Consider Approval of Master Assessment Methodology Town Center Assessment Area..... | Page 32 |
| 3. Consider Approval of First Supplemental Assessment Methodology Town Center Assessment Area..... | Page 46 |
| 4. Consider Resolution No. 2023-05 – Adopting Award Resolution..... | Page 60 |
| 5. Consider Resolution No. 2023-06 – Declaring Special Assessments..... | Page 71 |
| 6. Consider Resolution No. 2023-07 – Setting Public Hearing on the Levy of Non Ad-Valorem Assessments..... | Page 74 |
| 7. Consider Approval of Agreement for Underwriter Services (FMS)..... | Page 78 |
| 8. Consider Approval of Town Center Ancillary Documents..... | Page 83 |
| • Acquisition Agreement | |
| • Collateral Assignment | |
| • Completion Agreement | |
| • Declaration of Consent | |
| • Lien of Record | |
| • True-Up Agreement | |
| 9. Consider Approval of Sixth Amendment to Service Agreement – Lawn and Landscape Maintenance/Lake Bank Mowing..... | Page 84 |
| 10. Consider Approval of Maintenance Agreement between the District and Publix..... | Page 89 |
| 11. Consider Approval of FPL Underground Distribution Facilities Installation Agreement for Phase 4 - Spine Road..... | Page 104 |
| 12. Consider Approval of Procedures for Hurricane/Storm Preparedness (CPM)..... | Page 107 |
| 13. Consider Award of Contract for Avenir Town Center Bypass Roads Project..... | Page 110 |

| | |
|---|----------|
| 14. Consider Approval of Change Orders | |
| a. Consider Approval of Revised C/O No. 12, 13, and 14 (H&J)..... | Page 111 |
| b. Consider Approval of C/O No. 4 Entry Features - Spine Road Phase 3 (Centerline)..... | Page 125 |
| c. Consider Approval of C/O No. 1 - Spine Road Phase 4 (Arazoza)..... | Page 136 |
| d. Consider Approval of C/O Nos. 5-10 - Spine Road 2 - Dry Utilities (SPF)..... | Page 142 |
| e. Consider Approval of C/O No. 1 Bond Premium – Phase 2 Lake Interconnects (Centerline)..... | Page 151 |
| f. Consider Approval of C/O No. 6 Island Soils Exchange – Phase Spine Road Phase 4 (Centerline)..... | Page 155 |
| I. Consent Agenda | |
| 1. Consider Ratification of Conveyance of Lake W2 and LM2 (Pod 20)..... | Page 161 |
| 2. Consider Ratification of Proposal for N-2 Basin Perimeter Fencing (EW)..... | Page 220 |
| 3. Consider Ratification of Town Center Plat..... | Page 223 |
| 4. Consider Ratification of Signal Easement (Parcel No. SE3)..... | Page 229 |
| 5. Consider Ratification of Spine Road 5 (Aka Panther National Blvd) Temporary Access Easement..... | Page 236 |
| 6. Consider Ratification of Pod 20 Documents..... | Page 261 |
| • Lake Interconnect Easement | |
| • Landscape Easement | |
| • Maintenance Agreement | |
| 7. Consider Ratification of Caulfield & Wheeler Agreement (Town Center Parcels A, B & C)..... | Page 293 |
| 8. Consider Ratification of HSQ Supplemental Agreement 13 (Northlake/Coconut Intersection)..... | Page 297 |
| J. Clubhouse | |
| 1. Clubhouse Management Update..... | Page 300 |
| K. Administrative Matters | |
| L. Board Member Comments | |
| M. Adjourn | |

PALM BEACH

STATE OF FLORIDA
COUNTY OF PALM BEACH:

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

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

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

10/17/2022

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

Angelina Garay

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

Brenda M. Simmons

(SEAL)
ANGELINA GARAY personally known to me



**AVENIR COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
REGULAR MEETING
SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Avenir Community Development District will hold Regular Board Meetings at the offices of Special District Services, inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 12:30 p.m. on the following dates:

- October 27, 2022
- November 14, 2022
- December 15, 2022
- January 26, 2023
- February 23, 2023
- March 23, 2023
- April 27, 2023
- May 25, 2023
- June 22, 2023
- July 27, 2023
- August 24, 2023
- September 28, 2023

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testi-

mony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

AVENIR community development district
www.avenircdd.org
10/17 22-24/0000625671P

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
MARCH 13, 2023**

A. CALL TO ORDER

The March 13, 2023, Special 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 Special Board Meeting had been published in *The Palm Beach Daily Business Review* March 3, 2023, 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 and Gina Sanchez.

Also present were: Developer Representative Rosa Schechter (via phone); and Tanya McConnell

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Pierman noted that he had received Change Order Nos. 11, 12 and 13 for H&J, and Change Order No. 5 for Centerline, which would be added under New Business.

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

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

F. APPROVAL OF MINUTES

1. January 26, 2023, Public Hearing & Regular Board Meeting

The minutes of the January 26, 2023, Public Hearing & Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz and passed unanimously approving the minutes of the January 26, 2023, Public Hearing & Regular Board Meeting, as presented.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Consider Tree Trimming Proposal

Mr. Pierman presented the tree trimming proposal from CPM in the amount of \$10,500.

A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz and passed unanimously approving the CPM proposal for tree trimming in the amount of \$10,500, as presented.

2. Consider Plant Replacements along Spine Road Phase 2 – Coconut Boulevard

Mr. Pierman presented the plant replacements proposal from Arazoza in the amount of \$5,887.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Arazoza proposal in the amount of \$5,887 for plant replacements along Spine Road Phase 2 – Coconut Boulevard, as presented.

3. Consider Adjustment to District Counsel Fee Structure

Mr. Pawelczyk presented his firm's proposed hourly increase, explaining that the current rate structure had been in place since 2017. He noted that the new rates would go into effect April 1, 2023.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the adjusted District Counsel fee structure, effective April 1, 2023, as presented.

4. Consider Change Order No. 2 for Centerline, Inc.

Mr. Ballbe presented Change Order No. 2 for Centerline, Inc. for Avenir Lift Station #6, explaining that it was for electrical components for the electrical panel in the amount of \$19,987.76.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving Change Order No. 2 for Centerline, Inc. for Avenir Lift Station #6 for electrical components for the electrical panel in the amount of \$19,987.76, as presented.

5. Consider Ratification of Change Order Nos. 1-4 for SPF Underground Utilities

Mr. Ballbe presented Change Order Nos. 1-4 for SPF Underground Utilities. Following conversation, Mr. Pierman requested that Mr. Ballbe prepare the items in the typical Change Order format, but that the Board ratify the items, as presented.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously ratifying Change Order Nos. 1-4 for SPF Underground Utilities, as presented.

6. Consider Ratification of Pod 20 Plat

Mr. Pawelczyk confirmed that the Board had adopted a prior resolution that allows the Chair to sign off on plats and for the Board to ratify them.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously ratifying the Pod 20 Plat, as presented.

7. Consider Authorization of Avenir Town Center Plat

Mr. Pawelczyk noted that this was the same situation, and that the plat was scheduled to be signed the following day.

A **motion** was made by Mr. Horowitz, seconded by Ms. Cepero and passed unanimously authorizing the Avenir Town Center Plat, as presented.

8. Consider Resolution No. 2023-03 – C-118 Bridge Resolution

Resolution No. 2023-03 was presented, entitled:

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

Mr. Pawelczyk explained that this allows SFWMD access to the canal, and that the CDD would maintain the bridge. He further noted that the project would be funded by the developer or with a new revenue bond, and that this resolution states that the CDD will build and maintain it. Ms. McConnell confirmed that SFWMD had already approved the CDD's requested changes.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2023-03, as presented.

9. Consider FPL Agreement

Mr. Ballbe explained that this agreement was to install electricity for Spine Road 4.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the FPL agreement to install electricity for Spine Road 4, as presented.

10. Consider Award of Contract for Avenir Town Center Bypass Roads

Mr. Pierman explained that the bids were opened at a public meeting on March 10, 2023, and that the ratings had not yet been compiled. However, he noted the bids were as follows: H&J - \$4,330,429, Centerline - \$4,425,439.69, and Cheetham - \$5,268,775. The rankings would be available for the Board's consideration at the April meeting.

11. Consider Ratification of Change Order Nos. 11-13 for H&J

Mr. Ballbe presented H&J Change Order No 11, explaining it that it was for soil exchange in the amount of a \$1,230,000 allowance; Change Order No 12 was for grinding trees in the amount of a \$930,000 allowance; and Change Order No 13 was for removal of fill over Lake 2 in Parcel A-10, due to a lake reconfiguration in the amount of \$152,599.20.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed to approve H&J Change Order Nos 11 through 13, as presented.

12. Consider Ratification of Change Order No. 5 for Centerline

Mr. Ballbe presented Centerline Change Order No 5, explaining that it was for Spine Road Phase 4 work, including additional survey work, a revised elevation, increase in concrete and asphalt costs, and installation of wayfinding signs in the amount of \$266,877.47.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving Centerline Change Order No 5, as presented.

I. CLUBHOUSE

1. Consider Resolution No. 2023-04 – Amending and Supplementing Resolution No. 2022-02 to Replace the Special Events Agreement Form

Resolution No. 2023-04 was presented, entitled:

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

Mr. Pierman explained that the language regarding prompt payment and background checks had been updated.

A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz and passed unanimously adopting Resolution No. 2023-04, as presented.

2. Clubhouse Management Update

Mr. Salvatore presented the Clubhouse Management Report, explaining that tennis and pickle ball instruction were going well, and that events were selling out. Mr. Salvatore then presented the proposal from CPM to install planter beds with mulch around the annuals for a price not to exceed \$2,500.

A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz, and unanimously passed approving the proposal from CPM to install planter beds with mulch around the annuals for a price not to exceed \$2,500, as presented.

Mr. Salvatore explained that the HVAC system was out of warranty, and presented maintenance proposals, noting that Eskimo was the most complete service.

A **motion** was made by Ms. Cepero, second by Mr. Lopez and unanimously passed authorizing staff to enter into a maintenance agreement with Eskimo.

Mr. Salvatore presented carpet cleaning proposals, noting that Stanley Steamer was the most complete service.

A **motion** was made by Ms. Cepero, second by Mr. Lopez and unanimously passed authorizing staff to enter into a maintenance agreement with Stanley Steamer.

Mr. Salvatore explained that the front entrance feature fountain pumps were out of warranty, had already been replaced, and were in need of additional work. He presented a proposal from Sullivan Electric to maintain the current pump and purchase a backup pump.

A **motion** was made by Ms. Cepero, second by Mr. Lopez and unanimously passed approving the Sullivan Electric proposal.

Ms. Sanchez went the events that have been held, including a Valentine event and a Murder Mystery event. She also noted that rentals were booked until the end of May. Mr. Pierman noted that, going forward, the Board may need to consider sound-dampening panels in the main room to reduce the echo.

J. ADMINISTRATIVE MATTERS

Mr. Pierman explained that he had received a request from a resident to dampen or change the runtime of the lake fountains. Following conversation, the Board agreed to monitor the issue to determine if it is an issue.

K. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

L. ADJOURNMENT

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

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**



AVENIR

SIXTH SUPPLEMENTAL ENGINEER'S REPORT

TOWN CENTER PROJECT

Prepared for:

Board of Supervisors
AVENIR Community Development District

Prepared by:



BALLBÉ & ASSOCIATES, INC.

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

Project Number:

201622

April 27, 2023

TABLE OF CONTENTS

PART I INTRODUCTION 1

PART II GENERAL INFORMATION 2

PART III PLANNED IMPROVEMENTS 6

PART IV PERMITTING, OWNERSHIP AND MAINTENANCE 10

PART V COST SUMMARY 12

PART VI CONCLUSION 14

LIST OF EXHIBITS

| | |
|-----------|--|
| Exhibit 1 | Avenir C.D.D. Location Map |
| Exhibit 2 | Site Map |
| Exhibit 3 | Town Center Assessment Area – Survey and Legal Description |
| Exhibit 4 | Avenir Town Center – Recorded Plat |
| Exhibit 5 | Avenir Town Center – Site Plan |
| Exhibit 6 | Town Center Project Area Plan |

PART I: INTRODUCTION

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

- Funding for infrastructure expenditures within the Town Center Assessment Area for the Town Center Project.

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

This Report summarizes the extent, nature, and costs of the proposed infrastructure improvements for the Town Center Project.

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

PART II: GENERAL INFORMATION

A. Creation and Location

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

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

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

B. General Information

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

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

C. Town Center Assessment Area - General Information

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

| Improvement Description |
|---|
| Surface water management and drainage system |
| Wastewater collection system |
| Water distribution and fire protection systems |
| Roadways, drives and parking lots with public access |
| FP&L underground cost differential |
| Landscaping, irrigation, entrance features, hardscapes, fountains, and open space amenities |
| Art in public places |

Below please find the parcels within the Town Center Assessment Area and the planned uses that will benefit from the Town Center Project Assessment Area:

| Parcel I.D. | Area (acres) | Uses |
|--|---------------------|--|
| Tract "A" of the Avenir Town Center Plan | 19.545 | <u>Phase One:</u> <ul style="list-style-type: none"> • 92,813 s.f. Grocery/General Retail/Restaurant |
| Tract "B" of the Avenir Town Center Plan | 14.325 | <u>Phase Two:</u> <ul style="list-style-type: none"> • 110,546 s.f. General Retail and Restaurant • 120,000 s.f. Office/Professional |

| | | |
|--|---------------|---|
| Tract "C" of the Avenir Town Center Plan | 3.082 | <ul style="list-style-type: none"> • 40,000 s.f. (approx.) 90 Rooms Hotel |
| TOTALS = | 36.951 | <ul style="list-style-type: none"> • 203,359 s.f. Grocery/General Retail/Restaurant • 120,000 s.f. Office/Professional • 40,000 s.f. (approx.) 90 Rooms Hotel |

1. 2023 Special Assessment Bonds (Town Center Project)

The District will be issuing Special Assessment Bonds for the Town Center Project in one or more series (herein, the "2023 Town Center Bonds") to finance a portion of the following public improvements:

- Earthwork operations
- Water distribution system
- Sewage collection system
- Drainage system
- Roads, drives and parking lot improvements with public access
- Pavement markings and signage
- Differential cost of undergrounding electric utilities
- FPL Cost differential
- Paths and sidewalks
- Landscape and irrigation
- Entry features and hardscape, including fountains
- Other public infrastructure related items

The above referenced 2023 Town Center Bonds of each series will be secured by all of the assemble lands within the enumerated parcels set forth below which are located within the Town Center Assessment Area. The following parcels will be assessed to secure the Series 2023 Town Center Bonds:

| Parcel I.D. | Area (acres) | Uses |
|--|---------------|---|
| Tract "A" of the Avenir Town Center Plan | 19.545 | <u>Phase One:</u> <ul style="list-style-type: none"> • 92,813 s.f. Grocery/General Retail/Restaurant |
| Tract "B" of the Avenir Town Center Plan | 14.325 | <u>Phase Two:</u> <ul style="list-style-type: none"> • 110,546 s.f. General Retail and Restaurant • 120,000 s.f. Office/Professional |
| Tract "C" of the Avenir Town Center Plan | 3.082 | <ul style="list-style-type: none"> • 40,000 s.f. (approx.) 90 Rooms Hotel |
| TOTALS = | 36.951 | <ul style="list-style-type: none"> • 203,359 s.f. Grocery/General Retail/Restaurant • 120,000 s.f. Office/Professional • 40,000 s.f. (approx.) 90 Rooms Hotel |

Please find attached for your reference the following exhibit:

| | |
|-----------|--|
| Exhibit 1 | Avenir C.D.D. Location Map |
| Exhibit 2 | Site Map |
| Exhibit 3 | Town Center Assessment Area – Survey and Legal Description |
| Exhibit 4 | Avenir Town Center – Recorded Plat |
| Exhibit 5 | Avenir Town Center – Site Plan |
| Exhibit 6 | Town Center Project Area Plan |

PART III: PLANNED IMPROVEMENTS

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

A. *Surface Water Management and Drainage System*

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

The developed area's stormwater management system will also provide for attenuation of runoff from storm events including protection of interior roadways, buildings, and the adjacent areas in accordance with the current conceptual Environmental Resources Permit issued by South Florida Water Management District.

The proposed surface water management system for the Town Center Project consists of the construction of a series of lakes interconnected with pipes and a pump station that will discharge the generated runoff from such areas to the preservation areas.

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

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

Roadway Stormwater Facilities

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

No lateral lines, being financed by the District will extend beyond any private property line.

Regulation Compliance

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

B. Wastewater Collection/Transmission System

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

Existing and Proposed Sewage Collection/Transmission Improvements

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

Existing Sewage Treatment Facilities

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

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

No lateral lines, being financed by the District will extend beyond any private property line.

Regulation Compliance

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

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

C. Water Distribution System

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

Existing and Proposed Water Distribution System Improvements

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

Regulation Compliance

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

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

No lateral lines, being financed by the District will extend beyond any private property line.

D. Roadway Improvements

The District will be constructing certain roadway and public parking lot improvements to service the proposed land uses within the Town Center Assessment Area, consisting but not limited to portions of the primary and secondary roads as depicted in the approved site plan and the drives and parking lots required to provide access and parking to the proposed buildings. The roadway components include but are not limited to the road subgrade, rock base, asphalt, curbing and sidewalks, asphalt paths, pavement markings and signage. The District will only finance roadways, drives and parking lots that are open and available for public use.

E. Open Space

As approved by the City Development Order, the District will construct certain common area pathways and other open space amenities as depicted on the approved site plan. These areas will be available for the use by the general public.

F. Landscaping, Irrigation, Entrance Features, Hardscapes, Fountains, Art in Public Spaces

Landscape buffers will be constructed which will require earthwork operations to construct berms, the installation of landscape material and irrigation, and the differential cost of undergrounding of electric utilities, as required by the City. Entry features, monuments, trellis, fountains, and miscellaneous hardscape will be constructed as depicted on the approved site plan. Landscaping, hardscaping and irrigation in public areas will be constructed as per the approved site plan.

PART IV: PERMITTING, OWNERSHIP AND MAINTENANCE

The design and permitting of the infrastructure items described above is currently in progress. Following is a list of the permits that will be required for the installation of the public improvements relating to the Town Center Project:

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

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

Permits are expected to be obtained in the ordinary course.

The District will finance the construction of the proposed improvements within the Town Center Assessment Area, will convey certain improvements to public agencies. Following please find a list of the anticipated improvements that will

be initially finance by the District along with the ultimate ownership and maintenance responsibility information:

| Required Improvement | Ownership | Maintenance |
|--|---|---|
| Wastewater Collection/transmission System | Seacoast Utility Authority | Seacoast Utility Authority |
| Water Distribution System | Seacoast Utility Authority | Seacoast Utility Authority |
| Surface Water Management and Drainage System | Perpetual easement held by the District | District thru a perpetual easement and/or agreement with Property Owner |
| Roadway and Parking lot Improvements | Perpetual easement held by the District | District thru a perpetual easement and/or agreement with Property Owner |
| Community green area, plazas and "paseo" | Avenir Community Development District | Avenir Community Development District |
| Landscaping, Irrigation, Entrance Features, Hardscapes | Perpetual easement held by the District | District thru a perpetual easement and/or agreement with Property Owner |

PART V: COST SUMMARY

The construction cost estimates to be financed by the District for planned improvements representing the Town Center Project are as follows:

1. 2023 Town Center Bonds (Town Center Assessment Area)

The estimated costs for the phases of the public infrastructure to be constructed within Town Center Area being funded in whole or in part by the District by the issuance of one or more series of its 2023 Town Center Bonds (Town Center Project) are as follows:

| Items | Description | Total Estimated Cost |
|--------------|--|-----------------------------|
| 1 | Surface water management and drainage system | \$3,537,800 |
| 2 | Wastewater collection system | \$2,002,500 |
| 3 | Water distribution and fire protection systems | \$1,774,500 |
| 4 | Roadways, drives and parking lots | \$3,531,000 |
| 5 | FPL Cost differential | \$554,900 |
| 6 | Landscaping, irrigation, entrance features, hardscapes, fountains, open space and recreation | \$6,037,300 |
| 7 | Art in public Places | \$277,400 |
| | TOTAL = | \$17,715,400 |

Soft Cost, Permit Fees, General Conditions:

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

cost of the work. Any fees related to the proposed public improvements by the Developer will be paid on behalf of the District.

PART VI: CONCLUSION

A. *Benefits and Costs:*

The planned improvements described above will provide a direct and special benefit to the properties within the Town Center Project Assessment.

B. *Recommendations:*

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

C. *Modifications to the Report:*

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

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

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

either the fair market value of the public improvements described herein or the actual cost whichever is less.

It is our opinion that the special benefits to be received by the landowners within Town Center Assessment Area within the District as a result of the construction of the infrastructure constituting the Town Center Project Assessment Area is at least equal to the cost thereof.

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

Sincerely,

BALLBÉ & ASSOCIATES, INC.



Date: 4/16/2023

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

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

| | |
|--------------------------------------|----------|
| PART II - GENERAL INFORMATION | |
| Exhibit 2 | Site Map |

| <i>PART II - GENERAL INFORMATION</i> | |
|---|--|
| Exhibit 3 | Town Center Assessment Area – Survey and Legal Description |

| | |
|--------------------------------------|------------------------------------|
| PART II - GENERAL INFORMATION | |
| Exhibit 4 | Avenir Town Center – Recorded Plat |

| | |
|--------------------------------------|--------------------------------|
| PART II - GENERAL INFORMATION | |
| Exhibit 5 | Avenir Town Center – Site Plan |

| | |
|---|----------------------------------|
| <i>PART II - GENERAL INFORMATION</i> | |
| Exhibit 6 | Town Center Assessment Area Plan |

MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT

**MASTER INFRASTRUCTURE PROJECT SPECIAL ASSESSMENT
BONDS FOR TOWN CENTER PARCEL – TOWN CENTER
PROJECT**

PREPARED FOR THE

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

BOARD OF SUPERVISORS

April 27, 2023

SPECIAL DISTRICT SERVICES, INC.
2501A Burns Road
Palm Beach Gardens, Florida 33410
561.630.4922 Telephone
877.737.4922 Toll Free
561.630.4923 Facsimile

1.0 INTRODUCTION

The Avenir Community Development District (the “District”) is a local unit of special purpose government located in the City of Palm Beach Gardens (the “City”) in Palm Beach County, Florida (the “County”). The District was established on January 5, 2017, by Ordinance No.17-2016 enacted by the Council of the City to provide for the construction, and/or acquisition, financing, long-term administration and management of certain infrastructure of the Development, as defined below.

The Avenir PUD (the “Development”) is a planned Development containing approximately 2,427 gross acres and is located in the City. The District is co-terminus with the Development and is planned for the following land uses:

Table 1 – Proposed Land Uses for the District

| Land Use Category | Unit |
|--|----------------------|
| Single Family Residential | 2,690 Dwelling units |
| Age Restricted | 960 Dwelling units |
| Multi-Family | 250 Dwelling units |
| Commercial | 400,000 S.F. |
| Medical Office | 200,000 S.F. |
| Professional Office | 1,800,000 S.F. |
| Hotel | 300 Rooms |
| Park (land dedication) | 55 Acres |
| Police/Fire/City Annex (land dedication) | 15 Acres |
| Civic/Recreation (land dedication) | 60 Acres |
| Public School (land dedication) | 15 Acres |
| Agricultural | 20 Acres |

The District intends to finance and construct the Development in phases. **Table 2** below shows the planned uses for the fourth phase known as “Town Center Project” to be constructed within the Town Center parcel. The Town Center parcel is a subset of the District boundaries, located within Assessment Area One, and contains approximately 41.134 acres which represents the whole of the Town Center parcel. See **Appendix 7** for a legal description of the property.

Table 2 – Proposed Land Uses for Town Center

| <u>Commercial Parcels</u> | <u>Product Type (Lot Size)</u> | <u># of Acres</u> |
|----------------------------------|---------------------------------------|--------------------------|
| Tract A | Retail | 22.541 |
| Tract B | Retail / Office / Hotel | 15.511 |
| Tract C | Retail / Office / Hotel | 3.082 |
| TOTAL ACRES | | 41.134 |

This Master Special Assessment Methodology Report - Infrastructure Project Special Assessment Bonds for Town Center Project (the “Master Report”) will provide the allocation of special assessments as it relates to the sale and issuance of Special Assessment Bonds in one or more series (collectively the “Bonds”) for the financing of public infrastructure improvements in the Development located in the District’s Town Center parcel, including the public roadway improvements, the surface water management and drainage system, the water distribution system, the wastewater collection system, the landscaping, irrigation, entrance features and hardscapes; and other related public improvements (collectively, the “Town Center Project”).

This Master Report equitably allocates the costs being incurred by the District to provide the benefits of the Town Center Project to the developable lands within the Town Center parcel as identified herein on **Appendix 7**. The Town Center Project improvements are described herein and are more particularly described in the Sixth Supplemental Engineer’s Report dated April 19, 2023 as may be revised (the “Engineer’s Report”), prepared by Ballbé & Associates, Inc. (the “District’s Engineer”).

The District intends to issue the Bonds in one series. Supplemental Assessment Methodologies will be prepared in accordance with each issue of Bond which will set forth the specific components of the Town Center Project to be funded.

2.0 PROJECT TO BE FUNDED BY THE DISTRICT

The District anticipates issuing Bonds to finance all or a portion of the construction and/or acquisition of all or a portion of the Town Center Project. The total cost of the Town Center Project is estimated to be approximately \$17,715,400. A detail of the Town Center Project costs is included herein on **Appendix 1**. Any portion of the Town Center Project financed with the proceeds of the Bonds will be repaid through the levy of non-ad valorem special assessments on assessable

property within Town Center parcel. The Town Center Project has been designed to be functional and confer special benefits to the landowners within Town Center parcel. Any portion of the Town Center Project not financed through the issuance of Bonds will be paid for by Avenir Development, LLC (herein the “Landowner”).

Construction and/or acquisition and maintenance obligations for the District’s proposed infrastructure improvements constituting the Town Center Project are described in summary as follows (a detailed description is included in the Engineer’s Report):

The District will be constructing and/or acquiring all or a portion of certain roadway improvements as required by the local authorities within publicly dedicated land or perpetual easements, consisting of but not limited to, road subgrade, rock base and asphalt, curbing and sidewalks, asphalt paths, turn lanes, and traffic control devices. These improvements will be constructed by the Landowner or the District and if constructed by the Landowner will be acquired by the District upon certification of construction for operation and maintenance. Certain public roadways will be conveyed to the City.

All or a portion of the surface water management and drainage system will be constructed by the Landowner or the District, and, if constructed by the Landowner, will be acquired by the District upon certification of construction for operation and maintenance. The District will be responsible for the operation and maintenance of the Town Center Project retained by the District and which serve the District.

The water distribution and wastewater collection sewer systems will be constructed by the Landowner or the District, and if constructed by the Landowner, will be acquired by the District and dedicated to the Seacoast Utility Authority (SUA) upon certification of construction. Upon such transfer by the District, the ownership, operation and maintenance of these systems will be the responsibility of SUA. In the event the connection charges are paid by the Landowner these charges are being paid for and on behalf of the District.

Other construction items such as open space and recreation, landscaping, irrigation, entrance features, and hardscapes will be constructed by the Landowner or the District, and, if constructed by the Landowner, will be acquired by the District. The District will be responsible for the operation and maintenance of the portion of the system retained by the District which serves the Town Center parcel.

The construction costs identified in this Master Report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction and/or acquisition of all or a portion of the Town Center Project, the District will impose non-ad valorem special assessments on benefited real property in the Town Center Assessment parcel. These assessments are based on the special and peculiar benefits accruing to such property from the improvements comprising the Town Center Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the direct and special benefits from the Town Center Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property would not be possible. The capital facilities which will be funded through these special assessments include only facilities which may be undertaken by a community development district under Chapter 190, F.S. This Master Report is designed to meet the requirements of Chapters 170, 190 and 197, F.S. and will describe the expected terms and conditions of the Bonds.

In summary, special assessments may be made only: (1) for facilities which provide direct and special benefits to property as distinct from general benefits, (2) against property which receives that direct and special benefit, (3) in proportion to the benefits received by such properties, and (4) only if allocated according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments (both capital special assessments and operation and maintenance special assessments) placed upon various benefited properties in the Town Center parcel must be sufficient to cover the debt service of the Bonds that will be issued for financing all or a portion of the Town Center Project and to pay the costs to maintain those portions of the infrastructure that remain under the ownership of the District. The assessments must be fairly and reasonably allocated to the properties being assessed.

4.0 ALLOCATION OF DEBT AND ASSESSMENTS

In developing the methodology used for special assessments for the Development in the Town Center Assessment parcel, two (2) interrelated factors were used:

- A. Allocation of Benefit: Each parcel of assessable land within the Town Center parcel benefits from the proposed improvements.
- B. Cost/Benefit: The special assessments imposed on each assessable parcel of land within the Town Center parcel cannot exceed the allocation of benefit provided to each parcel.

Given the District's land use plan and the type of infrastructure to be funded by the special assessments, this method will result in a fair allocation of benefits and services and an equitable allocation of costs for the proposed Bonds. However, if the future platting results in changes in land use or proportion of benefit per unit, this allocation methodology may not be applicable and it may be necessary for the District to revise this methodology.

5.0 COLLECTION OF SPECIAL ASSESSMENTS

The proposed special assessments relating to the 2023 Project will be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; F.S. or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Chapter 197.3632, F.S. or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the 1% collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. These additional costs may be reflected by dividing the annual debt service and operation and maintenance assessment amounts by 0.94. These costs may not be applicable if the special assessments are collected by a direct bill method.

6.0 FINANCING STRUCTURE

The estimated cost of the Town Center Project is approximately \$17,715,400. The construction program and the costs associated therewith are identified herein on **Appendix 1**.

All or a portion of the capital improvements comprising the Town Center Project is to be financed by the Bonds and when issued which will be payable from and secured by special assessments levied annually on all assessable properties in the Town Center parcel. The total aggregate principal amount of the Bonds that may be issued by the District for the Town Center Project is approximately \$21,125,000. The proceeds of the Bonds will provide approximately \$17,715,400 for construction and/or acquisition related costs. The sizing of the Bonds includes funding a reserve account, funding capitalized interest and issuance costs as shown on **Appendix 2**. Please note the above referenced Bond sizing is a maximum amount used for this Master Report and the Landowner may request the District to issue a lesser amount of Bonds that are less than those presented. The Bond debt allocations are shown on **Appendix 4**.

7.0 MODIFCATIONS, REVISIONS AND TRUE-UP MECHANISM

Allocation of costs and benefits, shown herein on **Appendix 3**, for the Town Center Project financed by the District is initially based on the estimated number of commercial space projected to be developed and benefited by the infrastructure improvements comprising the Town Center Project. Based on a Bond size of \$21,125,000, at an assumed interest rate of 6.75%, the maximum annual debt service for the Bonds as shown herein on **Appendix 5**, will be approximately \$1,659,837 which has **not** been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

To ensure that each residential lot or non-residential parcel is assessed no more than its pro-rata amount of the annual non-ad valorem assessments shown herein on **Appendix 6**, the District will be required to perform a “True-Up” analysis, which requires a computation at the time of submission of each plat or re-plat to determine the potential remaining acres. The District shall, at the time a plat or re-plat is submitted to the City:

- A. Assume that the total number of acres, within each parcel, utilized as a basis for this assessment methodology is as described in **Table 3** (“Total Assessable Acres”).
- B. Ascertain the number of assessable acres, within each parcel, in the proposed plat or re-plat and all prior plats (“Planned Assessable Acres”).
- C. Ascertain the current amount of potential remaining acres within each Parcel (“Remaining Assessable Acres”).

If the Planned Assessable Acres are equal to the Total Assessable Acres, no action would be required at that time. However, if the sum of the Planned Assessable Acres and the Remaining Assessable Acres are less than the Total Assessable Acres, the applicable landowner will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Bonds, plus accrued interest, such that the amount of non-ad valorem assessments allocated to each Planned Assessable Acre does not exceed the amount of debt service that would have been allocated thereto, had the total number of Planned Assessable Acres not changed from what is represented in **Table 3**. Conversely, if the Planned Assessable Acres is greater than the Total Assessable Acres, then there will be a pro-rata decrease in the annual non-ad valorem assessments to all of the benefited properties.

Table 3 – Total Assessable Acres

| <u>Commercial</u> | <u>Product Type</u> | <u># of Acres</u> |
|--------------------------|----------------------------|--------------------------|
| Tract A | Retail | 22.541 |
| Tract B | Retail / Office / Hotel | 15.511 |
| Tract C | Retail / Office / Hotel | 3.082 |
| TOTAL | | 41.434 |

All assessments levied run with the land. A determination of a true-up payment shall be based on the terms and provisions of a true-up agreement entered into between the District and the Landowner. It is the responsibility of the landowner of record (other than end-users) to make any required true-up payments that are due. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied.

In the event that additional land is annexed into Town Center parcel which is currently not subject to the assessments and is developed in such a manner as to receive special benefit from the Town

Center Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this allocation methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

8.0 PRELIMINARY ASSESSMENT ROLL

When fully developed, the current site plan for Town Center parcel will include the land uses in **Table 3**.

9.0 ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, consultants and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this Master Report.

Special District Services, Inc. does not represent the Avenir Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Special District Services, Inc. does not provide the Avenir Community Development District with financial advisory services or offer investment advice in any form.

APPENDIX 1

AVENIR COMMUNITY DEVELOPMENT DISTRICT

PROJECT COST ESTIMATES FOR MASTER ASSESSMENT METHODOLOGY

INFRASTRUCTURE PROJECT FOR TOWN CENTER PARCEL

| | |
|---|---------------------|
| | Total |
| Surface Water Management and Drainage System | \$3,537,800 |
| Wastewater Collection System | \$2,002,500 |
| Water Distribution and Fire Protection Systems | \$1,774,500 |
| Roadways, Drives and Parking Lots | \$3,531,000 |
| FPL Cost Differential | \$554,900 |
| Landscaping, Irrigation, Entrance Features, Hardscapes, Fountains, Open Space and Recreation | \$6,037,300 |
| Art in Public Places | \$277,400 |
| TOTAL | \$17,715,400 |

APPENDIX 2

AVENIR COMMUNITY DEVELOPMENT DISTRICT

BOND SIZING FOR MASTER ASSESSMENT METHODOLOGY

INFRASTRUCTURE PROJECT FOR TOWN CENTER PARCEL

| | BOND SIZING |
|--|---------------------|
| Par Amount | \$21,125,000 |
| Debt Service Reserve Fund | (\$1,659,837) |
| Capitalized Interest | (\$1,425,938) |
| Underwriters Discount and Issuance Costs | (\$323,826) |
| Construction Funds | \$17,715,400 |

APPENDIX 3

AVENIR COMMUNITY DEVELOPMENT DISTRICT

**PROJECT ALLOCATION (BENEFIT) FOR MASTER ASSESSMENT METHODOLOGY FOR
INFRASTRUCTURE PROJECT FOR TOWN CENTER PARCEL**

| Parcel | Acres | Total Project Cost Allocation Per Tract | Total Project Cost Allocation Per Acre |
|----------------|---------------|--|---|
| Tract A | 22.541 | \$9,707,853 | \$430,675 |
| Tract B | 15.511 | \$6,680,205 | \$430,675 |
| Tract C | 3.082 | \$1,327,341 | \$430,675 |
| | | | |
| Total | 41.134 | \$17,715,400 | |

APPENDIX 4

AVENIR COMMUNITY DEVELOPMENT DISTRICT

ALLOCATION OF BOND DEBT PER UNIT FOR MASTER ASSESSMENT METHODOLOGY

INFRASTRUCTURE PROJECT FOR TOWN CENTER PARCEL

| Parcel | Acres | Bond Debt Allocation Per Tract | Bond Debt Allocation Per Acre |
|----------------|---------------|---|--|
| Tract A | 22.541 | \$11,576,278 | \$513,565 |
| Tract B | 15.511 | \$7,965,913 | \$513,565 |
| Tract C | 3.082 | \$1,582,809 | \$513,565 |
| | | | |
| Total | 41.134 | \$21,125,000 | |

APPENDIX 5

AVENIR COMMUNITY DEVELOPMENT DISTRICT

**CALCULATION OF ANNUAL DEBT SERVICE FOR MASTER ASSESSMENT
METHODOLOGY**

INFRASTRUCTURE PROJECT FOR TOWN CENTER PARCEL

| | | |
|---|--|--------------|
| 1 | Maximum Annual Debt Service Assessment to be Collected (Net of Discounts and Fees) | \$1,659,837 |
| 2 | Maximum Annual Debt Service Assessment to be Collected (Grossed Up)* | \$1,765,784 |
| 3 | Total Number of Acres | 41.13 |
| 4 | Maximum Annual Debt Service per Acre | \$ 42,927.60 |

*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes. These costs are not applicable if the landowner is directly billed for the assessments.

APPENDIX 6

AVENIR COMMUNITY DEVELOPMENT DISTRICT

ALLOCATION OF DEBT SERVICE ASSESSMENTS

**MASTER ASSESSMENT METHODOLOGY INFRASTRUCTURE PROJECT FOR
TOWN CENTER PARCEL**

| Parcel | Acres | *Maximum Annual Debt Assessment Per Tract** | *Maximum Annual Debt Assessment Per Acre** |
|----------------|---------------|--|---|
| Tract A | 22.541 | \$967,631 | \$42,928 |
| Tract B | 15.511 | \$665,850 | \$42,928 |
| Tract C | 3.082 | \$132,303 | \$42,928 |
| | | | |
| Total | 41.134 | \$1,765,784 | |

* This has been grossed up to include a 4% discount for early payment of assessments, a 1% fee for the Tax Collector, and a 1% service fee for the Property Appraiser.

**Rounded

**FIRST SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY
REPORT**

**ASSESSMENT BONDS FOR TOWN CENTER ASSESSMENT AREA
– TOWN CENTER PROJECT**

PREPARED FOR THE

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

BOARD OF SUPERVISORS

April 27, 2023

SPECIAL DISTRICT SERVICES, INC.
2501A Burns Road
Palm Beach Gardens, Florida 33410
561.630.4922 Telephone
877.737.4922 Toll Free
561.630.4923 Facsimile

1.0 INTRODUCTION

The Avenir Community Development District (the “District”) is a local unit of special purpose government located in the City of Palm Beach Gardens (the “City”) in Palm Beach County, Florida (the “County”). The District was established on January 5, 2017, by Ordinance No.17-2016 enacted by the Council of the City to provide for the construction, and/or acquisition, financing, long-term administration and management of certain infrastructure of the Development, as defined below.

The Avenir PUD (the “Development”) is a planned Development containing approximately 2,427 gross acres and is located in the City. The District is co-terminus with the Development and is planned for the following land uses:

Table 1 – Proposed Land Uses for the District

| Land Use Category | Unit |
|--|----------------------|
| Single Family Residential | 2,690 Dwelling units |
| Age Restricted | 960 Dwelling units |
| Multi-Family | 250 Dwelling units |
| Commercial | 400,000 S.F. |
| Medical Office | 200,000 S.F. |
| Professional Office | 1,800,000 S.F. |
| Hotel | 300 Rooms |
| Park (land dedication) | 55 Acres |
| Police/Fire/City Annex (land dedication) | 15 Acres |
| Civic/Recreation (land dedication) | 60 Acres |
| Public School (land dedication) | 15 Acres |
| Agricultural | 20 Acres |

The District intends to finance and construct the Development in phases. **Table 2** below shows the planned uses for the fourth phase known as “Town Center Project” to be constructed within a designated assessment area referred to as the “Town Center Assessment Area”. The Town Center Assessment Area is a subset of the District boundaries, located within Assessment Area One, and contains approximately 36.951 acres which represents the whole of the Town Center parcel less certain parcels of land as set forth in the Engineer’s Report (as defined herein). Please reference Section 5.0 below for additional information. See **Appendix 7** for a legal description of the property.

Table 2 – Proposed Land Uses for Town Center

| <u>Commercial Parcels</u> | <u>Product Type (Lot Size)</u> | <u># of Acres</u> |
|----------------------------------|---------------------------------------|--------------------------|
| Tract A | Retail | 19.545 |
| Tract B | Retail / Office / Hotel | 14.325 |
| Tract C | Retail / Office / Hotel | 3.082 |
| TOTAL ACRES | | 36.951 |

This First Supplemental Special Assessment Methodology Report - Infrastructure Project Assessment Bonds for Town Center Assessment Area - Town Center Project (the “First Supplemental Report”) will provide the allocation of special assessments as it relates to the sale and issuance of Special Assessment Bonds in one series (the “Bonds”) for the financing of public infrastructure improvements in the Development located in the District’s Town Center Assessment Area, including the public roadway improvements, the surface water management and drainage system, the water distribution system, the wastewater collection system, the landscaping, irrigation, entrance features and hardscapes; and other related public improvements (collectively, the “Town Center Project”).

This First Supplemental Report equitably allocates the costs being incurred by the District to provide the benefits of the Town Center Project to the developable lands within the Town Center Assessment Area as identified herein on **Appendix 7**. The Town Center Project improvements are described herein and are more particularly described in the Sixth Supplemental Engineer’s Report dated April 19, 2023 as may be revised (the “Engineer’s Report”), prepared by Ballbé & Associates, Inc. (the “District’s Engineer”).

The District intends to issue the Bonds in one series.

2.0 PROJECT TO BE FUNDED BY THE DISTRICT

The District anticipates issuing Bonds to finance a portion of the construction and/or acquisition costs of a portion of the Town Center Project. The total cost of the Town Center Project is estimated to be approximately \$17,715,400. A detail of the Town Center Project costs is included

herein on **Appendix 1**. Any portion of the Town Center Project financed with the proceeds of the Bonds will be repaid through the levy of non-ad valorem special assessments on assessable property within Town Center Assessment Area. The Town Center Project has been designed to be functional and confer special benefits to the landowners within Town Center Assessment Area. Any portion of the Town Center Project not financed through the issuance of Bonds will be paid for by Avenir Development, LLC (herein the “Landowner”).

Construction and/or acquisition and maintenance obligations for the District’s proposed infrastructure improvements constituting the Town Center Project are described in summary as follows (a detailed description is included in the Engineer’s Report):

The District will be constructing and/or acquiring all or a portion of certain roadway improvements as required by the local authorities within publicly dedicated land or perpetual easements, consisting of but not limited to, road subgrade, rock base and asphalt, curbing and sidewalks, asphalt paths, turn lanes, and traffic control devices. These improvements will be constructed by the Landowner or the District and if constructed by the Landowner will be acquired by the District upon certification of construction for operation and maintenance. Certain public roadways will be conveyed to the City.

All or a portion of the surface water management and drainage system will be constructed by the Landowner or the District, and, if constructed by the Landowner, will be acquired by the District upon certification of construction for operation and maintenance. The District will be responsible for the operation and maintenance of the Town Center Project retained by the District and which serve the District.

The water distribution and wastewater collection sewer systems will be constructed by the Landowner or the District, and if constructed by the Landowner, will be acquired by the District and dedicated to the Seacoast Utility Authority (SUA) upon certification of construction. Upon such transfer by the District, the ownership, operation and maintenance of these systems will be the responsibility of SUA. In the event the connection charges are paid by the Landowner these charges are being paid for and on behalf of the District.

Other construction items such as open space and recreation, landscaping, irrigation, entrance features, public art and hardscapes will be constructed by the Landowner or the District, and, if constructed by the Landowner, will be acquired by the District. The District will be responsible for the operation and maintenance of the portion of the system retained by the District which serves the Town Center Assessment Area.

The construction costs identified in this First Supplemental Report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction and/or acquisition of a portion of the Town Center Project, the District will impose non-ad valorem special assessments on benefited real property in the Town Center Assessment Area. These assessments are based on the special and peculiar benefits accruing to such property from the improvements comprising the Town Center Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the direct and special benefits from the Town Center Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property would not be possible. The capital facilities which will be funded through these special assessments include only facilities which may be undertaken by a community development district under Chapter 190, F.S. This First Supplemental Report is designed to meet the requirements of Chapters 170, 190 and 197, F.S. and will describe the expected terms and conditions of the Bonds.

In summary, special assessments may be made only: (1) for facilities which provide direct and special benefits to property as distinct from general benefits, (2) against property which receives that direct and special benefit, (3) in proportion to the benefits received by such properties, and (4) only if allocated according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments (both capital special assessments and operation and maintenance special assessments) placed upon various benefited properties in the Town Center Assessment Area must be sufficient to cover the debt service of the Bonds that will be issued for financing all or a portion of the Town Center Project and to pay the costs to maintain those portions of the infrastructure that remain under the ownership of the District. The assessments must be fairly and reasonably allocated to the properties being assessed.

4.0 ALLOCATION OF DEBT AND ASSESSMENTS

In developing the methodology used for special assessments for the Development in the Town Center Assessment Area, two (2) interrelated factors were used:

- A. Allocation of Benefit: Each parcel of assessable land within the Town Center Assessment Area benefits from the proposed improvements.
- B. Cost/Benefit: The special assessments imposed on each assessable parcel of land within the Town Center Assessment Area cannot exceed the allocation of benefit provided to each parcel.

Given the District's land use plan and the type of infrastructure to be funded by the special assessments, this method will result in a fair allocation of benefits and services and an equitable allocation of costs for the proposed Bonds. However, if the future platting results in changes in land use or proportion of benefit per unit, this allocation methodology may not be applicable and it may be necessary for the District to revise this methodology.

5.0 REAL PROPERTY CONTRIBUTION

Any portion of the Town Center parcel that receives special benefit from the Town Center Project that isn't assigned any special assessment lien must be satisfied by a contribution by the Landowner of public infrastructure that is part of the Town Center Project in an amount at least equal to such benefit.

6.0 COLLECTION OF SPECIAL ASSESSMENTS

The proposed special assessments relating to the Town Center Project will be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; F.S. or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Chapter 197.3632, F.S. or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the 1% collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. These additional costs may be reflected by dividing the annual debt service and operation and maintenance assessment amounts by 0.94. These costs may not be applicable if the special assessments are collected by a direct bill method.

7.0 FINANCING STRUCTURE

The estimated cost of the Town Center Project is approximately \$17,715,400. The construction program and the costs associated therewith are identified herein on **Appendix 1**.

Only a portion of the capital improvements comprising the Town Center Project is to be financed by the Bonds and when issued which will be payable from and secured by special assessments levied annually on all assessable properties in the Town Center Assessment Area. The total aggregate principal amount of the Bonds that may be issued by the District for the Town Center Project is \$15,000,000. The proceeds of the Bonds will provide \$12,135,795 for construction and/or acquisition related costs. The sizing of the Bonds includes funding a reserve account, funding capitalized interest and issuance costs as shown on **Appendix 2**. The Bond debt allocations are shown on **Appendix 4**.

8.0 MODIFCATIONS, REVISIONS AND TRUE-UP MECHANISM

Allocation of costs and benefits, shown herein on **Appendix 3**, for the Town Center Project financed by the District is initially based on the estimated number of commercial space projected to be developed and benefited by the infrastructure improvements comprising the Town Center

Project. Based on a Bond size of \$15,000,000, at an interest rate of 6.125%, the maximum annual debt service for the Bonds as shown herein on **Appendix 5**, will be \$1,137,931 which has **not** been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

To ensure that acre in the Town Center Assessment Area is assessed no more than its pro-rata amount of the annual non-ad valorem assessments shown herein on **Appendix 6**, the District will be required to perform a “True-Up” analysis, which requires a computation at the time of submission of each plat or re-plat to determine the potential remaining acres. The District shall, at the time a re-plat is submitted to the City:

- A. Assume that the total number of acres, within each parcel, utilized as a basis for this assessment methodology is as described in **Table 3** (“Total Assessable Acres”).
- B. Ascertain the number of assessable acres, within each parcel, in the proposed plat or re-plat and all prior plats (“Planned Assessable Acres”).
- C. Ascertain the current amount of potential remaining acres within each parcel (“Remaining Assessable Acres”).

If the Planned Assessable Acres are equal to the Total Assessable Acres, no action would be required at that time. However, if the sum of the Planned Assessable Acres and the Remaining Assessable Acres are less than the Total Assessable Acres, the applicable landowner will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Bonds, plus accrued interest, such that the amount of non-ad valorem assessments allocated to each Planned Assessable Acre does not exceed the amount of debt service that would have been allocated thereto, had the total number of Planned Assessable Acres not changed from what is represented in **Table 3**. Conversely, if the Planned Assessable Acres is greater than the Total Assessable Acres, then there will be a pro-rata decrease in the annual non-ad valorem assessments to all of the benefited properties.

Table 3 – Total Assessable Acres

| <u>Commercial</u> | <u>Product Type</u> | <u># of Acres</u> |
|--------------------------|----------------------------|--------------------------|
| Tract A | Retail | 19.545 |
| Tract B | Retail / Office / Hotel | 14.325 |
| Tract C | Retail / Office / Hotel | 3.082 |
| TOTAL | | 36.951 |

All assessments levied run with the land. A determination of a true-up payment shall be based on the terms and provisions of a true-up agreement entered into between the District and the Landowner. It is the responsibility of the landowner of record (other than end-users) to make any

required true-up payments that are due. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied.

In the event that additional land is annexed into Town Center Assessment Area which is currently not subject to the assessments and is developed in such a manner as to receive special benefit from the Town Center Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this allocation methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

9.0 PRELIMINARY ASSESSMENT ROLL

When fully developed, the current site plan for Town Center Assessment Area will include the land uses in **Table 3**.

10.0 ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, consultants and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this First Supplemental Report.

Special District Services, Inc. does not represent the Avenir Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Special District Services, Inc. does not provide the Avenir Community Development District with financial advisory services or offer investment advice in any form.

APPENDIX 1

AVENIR COMMUNITY DEVELOPMENT DISTRICT

**PROJECT COST ESTIMATES FOR FIRST SUPPLEMENTAL ASSESSMENT
METHODOLOGY**

INFRASTRUCTURE PROJECT FOR TOWN CENTER ASSESSMENT AREA

| | |
|---|---------------------|
| | Total |
| Surface Water Management and Drainage System | \$3,537,800 |
| Wastewater Collection System | \$2,002,500 |
| Water Distribution and Fire Protection Systems | \$1,774,500 |
| Roadways, Drives and Parking Lots | \$3,531,000 |
| FPL Cost Differential | \$554,900 |
| Landscaping, Irrigation, Entrance Features, Hardscapes, Fountains, Open Space and Recreation | \$6,037,300 |
| Art in Public Places | \$277,400 |
| TOTAL | \$17,715,400 |

APPENDIX 2

AVENIR COMMUNITY DEVELOPMENT DISTRICT

BOND SIZING FOR FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY

INFRASTRUCTURE PROJECT FOR TOWN CENTER ASSESSMENT AREA

| | BOND SIZING |
|--|---------------------|
| Par Amount | \$15,000,000 |
| Original Issue Discount | (\$742,500) |
| Debt Service Reserve Fund | (\$568,966) |
| Capitalized Interest | (\$1,265,833) |
| Underwriters Discount and Issuance Costs | (\$279,250) |
| Construction Funds | \$12,143,451 |

APPENDIX 3

AVENIR COMMUNITY DEVELOPMENT DISTRICT

**PROJECT ALLOCATION (BENEFIT) FOR FIRST SUPPLEMENTAL ASSESSMENT
ASSESSMENT METHODOLOGY FOR INFRASTRUCTURE PROJECT FOR TOWN
CENTER ASSESSMENT AREA**

| Parcel | Acres | Total Project Cost Allocation Per Tract | Total Project Cost Allocation Per Acre |
|----------------|---------------|--|---|
| Tract A | 19.545 | \$9,370,196 | \$479,417 |
| Tract B | 14.325 | \$6,867,642 | \$479,417 |
| Tract C | 3.082 | \$1,477,562 | \$479,417 |
| | | | |
| Total | 36.951 | \$17,715,400 | |

APPENDIX 4

AVENIR COMMUNITY DEVELOPMENT DISTRICT

**ALLOCATION OF BOND DEBT PER UNIT FOR FIRST SUPPLEMENTAL ASSESSMENT
ASSESSMENT METHODOLOGY**

INFRASTRUCTURE PROJECT FOR TOWN CENTER ASSESSMENT AREA

| Parcel | Acres | Bond Debt Allocation Per Tract | Bond Debt Allocation Per Acre |
|----------------|---------------|---|--|
| Tract A | 19.545 | \$7,933,941 | \$405,932 |
| Tract B | 14.325 | \$5,814,976 | \$405,932 |
| Tract C | 3.082 | \$1,251,082 | \$405,932 |
| | | | |
| Total | 36.951 | \$15,000,000 | |

APPENDIX 5

AVENIR COMMUNITY DEVELOPMENT DISTRICT

**CALCULATION OF ANNUAL DEBT SERVICE FOR FIRST SUPPLEMENTAL
ASSESSMENT ASSESSMENT METHODOLOGY**

INFRASTRUCTURE PROJECT FOR TOWN CENTER ASSESSMENT AREA

| | | |
|---|--|--------------|
| 1 | Maximum Annual Debt Service Assessment to be Collected (Net of Discounts and Fees) | \$1,137,931 |
| 2 | Maximum Annual Debt Service Assessment to be Collected (Grossed Up)* | \$1,210,565 |
| 3 | Total Number of Acres | 36.951 |
| 4 | Maximum Annual Debt Service per Acre | \$ 32,761.36 |

*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes. These costs are not applicable if the landowner is directly billed for the assessments.

APPENDIX 6

AVENIR COMMUNITY DEVELOPMENT DISTRICT

ALLOCATION OF DEBT SERVICE ASSESSMENTS

FIRST SUPPLEMENTAL ASSESSMENT ASSESSMENT METHODOLOGY
INFRASTRUCTURE PROJECT FOR
TOWN CENTER ASSESSMENT AREA

| Parcel | Acres | *Maximum Annual Debt Assessment Per Tract** | *Maximum Annual Debt Assessment Per Acre** |
|----------------|---------------|--|---|
| Tract A | 19.545 | \$640,304 | \$32,760 |
| Tract B | 14.325 | \$469,294 | \$32,760 |
| Tract C | 3.082 | \$100,968 | \$32,760 |
| | | | |
| Total | 36.951 | \$1,210,565 | |

* This has been grossed up to include a 4% discount for early payment of assessments, a 1% fee for the Tax Collector, and a 1% service fee for the Property Appraiser.

**Rounded

RESOLUTION NO. 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) HEREBY AUTHORIZING THE ISSUANCE OF ITS NOT EXCEEDING \$15,000,000 AVENIR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (TOWN CENTER PROJECT) (THE “2023 BONDS”), TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE WITHIN THE TOWN CENTER ASSESSMENT AREA; DETERMINING THE NEED FOR A NEGOTIATED PRIVATE PLACEMENT OF THE 2023 BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH 2023 BONDS; APPOINTING THE PLACEMENT AGENT FOR THE PRIVATE PLACEMENT OF THE 2023 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PLACEMENT AGREEMENT WITH RESPECT TO THE 2023 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TENTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE 2023 BONDS; APPROVING THE APPLICATION OF THE MASTER TRUST INDENTURE DATED AS OF MAY 1, 2018 BY AND BETWEEN THE DISTRICT AND REGIONS BANK, AS TRUSTEE WITH RESPECT TO THE 2023 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PRIVATE PLACEMENT MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF 2023 BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORTS AND ENGINEER’S REPORT; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE 2023 BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Board of Supervisors of the District (herein, the “Board”) has previously adopted Resolution No. 2017-18 on March 30, 2017 (the “Initial Bond Resolution”), pursuant to

which the District authorized the issuance of not to exceed \$360,000,000 of its Special Assessment Bonds to be issued in one or more series to finance all or a portion of the District's capital improvement program; and

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

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

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

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

WHEREAS, the Board hereby determines to issue its Avenir Community Development District Special Assessment Bonds, Series 2023 (Town Center Project) (the "2023 Bonds") in the aggregate principal amount of not exceeding \$15,000,000 to finance a portion of the public infrastructure within the Town Center Assessment Area, specifically, the "Town Center Project," as described in the District's *Sixth Supplemental Engineer's Report* dated April 2023, as may be supplemented ("Engineer's Report"); and

WHEREAS, the Town Center Project is hereby determined to be necessary to coincide with the Developer's plan of development within the Town Center Assessment Area; and

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

WHEREAS, PHCC LLC (d/b/a Preston Hollow Community Capital) (the "Purchaser") has agreed to purchase the 2023 Bonds subject to its summary of terms attached hereto; and

WHEREAS, FMSbonds, Inc., serves as placement agent (the "Placement Agent"), has agreed pursuant to the herein defined Bond Placement Agreement to privately place the 2023 Bonds with the Purchaser; and

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

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

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

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

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

(v) a copy of the Summary of Terms provided by the Purchaser attached hereto as Exhibit E.

WHEREAS, in connection with the sale of the Bonds, it may be necessary that certain modifications be made to the *Master Special Assessment Methodology Reports* dated April 27, 2023, and, when prepared, a *First Supplemental Assessment Methodology Report* (collectively, the “Assessment Methodology Reports”) and the Engineer’s Report and to conform such reports to the final terms of the 2023 Bonds; and

WHEREAS, the proceeds of the 2023 Bonds shall be applied in accordance with the provisions of the Tenth Supplemental.

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

Section 1. Negotiated Private Placement of 2023 Bonds. The District hereby finds that because of the complex nature of assessment bond financings, to better time the sale of the 2023 Bonds to the Purchaser and secure the best terms offered by the Purchaser consistent with the provisions of the Bond Placement Agreement and the obligation of the Placement Agent to privately place the 2023 Bonds pursuant to the parameters set forth in Section 3 hereof, it is necessary and in the best interest of the District that the 2023 Bonds in the aggregate principal amount of not exceeding \$15,000,000 shall be sold to the Purchaser on a negotiated private placement basis, as described in the Bond Placement Agreement. The District hereby further finds that it will not be adversely affected if the 2023 Bonds are not sold pursuant to competitive sales.

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

Section 3. Sale of the 2023 Bonds. The Placement Agent shall privately place the 2023 Bonds pursuant to the terms to be set forth in the final executed Bond Placement Agreement which is hereby approved and adopted by the District in the form presented. The Bond Placement Agreement in final form, as determined by counsel to the District and the Chairperson, may be executed by the District without further action provided that (i) the principal amount of the 2023 Bonds shall not exceed \$15,000,000; (ii) the compensation of the Placement Agent shall be as set forth in the final Bond Placement Agreement; (iii) the final maturity of the 2023 Bonds shall not exceed the statutory permitted terms; and (iv) the interest rate on the 2023 Bonds shall not exceed the maximum rate permitted under applicable Florida law. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby authorized to execute and deliver on behalf of the District, and the Secretary of the District is hereby authorized (if so required) to affix the Seal of the District and attest to the execution of the Bond Placement Agreement in substantially the form presented at this meeting as Exhibit A. The disclosure statements of the Placement Agent and/or the Purchaser, as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the execution of the Bond Placement Agreement, a copy of which is attached as an exhibit to the Bond Placement Agreement, will be entered into the official records of the District.

Section 4. The Private Placement Memorandum. The District hereby authorizes and consents to the use by the Placement Agent of the Private Placement Memorandum substantially in the form attached hereto as Exhibit B, in connection with the private placement of the 2023 Bonds. The final form of the Private Placement Memorandum shall be determined by the Purchaser, the Placement Agent and the professional staff of the District. The Private Placement Memorandum with such changes as are necessary to conform to the details of the 2023 Bonds and the requirements of the Bond Placement Agreement, is hereby approved. The District hereby authorizes the execution of the Private Placement Memorandum and the District hereby authorizes the Private Placement Memorandum, when in final form, to be delivered to the Purchaser. The Private Placement Memorandum may be modified in a manner not inconsistent with the substance thereof and the terms of the 2023 Bonds as shall be deemed advisable by Bond Counsel and counsel to the District, with final approval by the Chairperson. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby further authorized to execute and deliver on behalf of the District, the Private Placement Memorandum and any amendment or supplement thereto, with such changes, modifications and deletions as the member of the Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the District, with final approval by the Chairperson, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the District.

Section 5. Details of the 2023 Bonds. The proceeds of the 2023 Bonds shall be applied in accordance with the provisions of the Tenth Supplemental. The 2023 Bonds shall mature in the year and in the amounts, bear interest at such rate and be subject to redemption, all as provided in the Tenth Supplemental. The execution of the Tenth Supplemental shall constitute approval of such terms as set forth in the Town Center Indenture and this Resolution. The maximum aggregate principal amount of the 2023 Bonds authorized to be issued pursuant to this Resolution and the Town Center Indenture shall not exceed \$15,000,000.

Section 6. Continuing Disclosure; Dissemination Agent. The Board does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the

Chairperson (or, in the absence of the Chairperson, any other member of the Board) substantially in the form presented to this meeting and attached hereto as Exhibit C. Although the 2023 Bonds are not subject to Rule 15c2-12 of the Securities and Exchange Commission, the Continuing Disclosure Agreement is being executed by the District and the other parties thereto in order to assist the Placement Agent in the placement of the 2023 Bonds and as required by the Purchaser. Special District Services, Inc. is hereby appointed the initial dissemination agent.

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

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

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

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

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

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

Section 13. Summary of Terms. The summary of terms with respect to the 2023 Bonds attached hereto as Exhibit E provided by the Purchaser is hereby approved and the terms therein are found to be acceptable and the Chairperson is authorized to execute the same.

Section 14. Further Official Action. The Chairperson, the Vice Chairperson, the Secretary and each member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson, the Vice Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

Section 15. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 16. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

PASSED in public session of the Board of Supervisors of the Avenir Community Development District, this 27th day of April, 2023.

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Name: Jason Pierman
Title: Secretary

By: _____
Name: Virginia Cepero
Title: Chairperson, Board of Supervisors

EXHIBIT A

FORM OF BOND PLACEMENT AGREEMENT

EXHIBIT B

DRAFT COPY OF PRIVATE PLACEMENT MEMORANDUM

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT D

FORM OF TENTH SUPPLEMENTAL TRUST INDENTURE

EXHIBIT E

**SUMMARY OF TERMS PROVIDED BY
PRESTON HOLLOW COMMUNITY CAPITAL**

686759202v5

RESOLUTION NO. 2023-06

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

WHEREAS, the Board of Supervisors (“Board”) of the Avenir Community Development District (“District”) hereby determines to construct and/or acquire certain public improvements set forth in the *Sixth Supplemental Engineer’s Report – Town Center Project*, prepared by Ballbe & Associates, and dated April 27, 2023, as amended from time to time (the “Engineer’s Report”), which Engineer’s Report is incorporated by reference as part of this Resolution, and in the plans and specifications, all of which are available for review at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “Improvements”);

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

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

WHEREAS, the District hereby determines that benefits will accrue to the property improved within the Town Center Project, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in the District’s *Master Special Assessment Methodology Report – Town Center Project*, dated April 27, 2023, as may be amended and supplemented from time to time (the “Assessment Methodology”) attached to this Resolution as Exhibit “A”, incorporated by reference as part of this Resolution, and on file in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

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

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

Section 1. The above recitals are hereby adopted.

Section 2. Assessments shall be levied to defray a portion of the cost of the Improvements (herein also referred to as the “Town Center Project Improvements”).

Section 3. The nature of the Town Center Project Improvements generally consists of wastewater management, water distribution system, surface water management and drainage system, roadway and parking lot improvements, open space and recreation, and landscaping, irrigation, entrance features and hardscapes, and other related improvements, all as described more particularly in the Engineer’s Report and in the plans and specifications on file in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, which Engineer’s Report and plans and specifications are by specific reference incorporated herein and made a part hereof.

Section 4. The general location of these Town Center Project Improvements are located approximately within and benefit 36.951 +/- acres of the District (which District totals approximately 2,427.5 acres) located approximately one (1) mile east of Pratt-Whitney Road on the north side of Northlake Boulevard (the “Town Center Assessment Area”).

Section 5. The estimated cost of the Town Center Project Improvements, as set forth in the Engineer’s Report, is approximately \$17,715,400 (hereinafter referred to as the “Estimated Cost”).

Section 6. The Assessments will defray approximately \$15,000,000 which includes a portion of the Estimated Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency.

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

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

Section 9. There is on file in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 an assessment plat showing the area (Town

Center Assessment Area) to be assessed and which is also described in the Assessment Methodology, with the plans and specifications describing the Town Center Project Improvements and the Estimated Cost, which shall be open to inspection by the public.

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

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

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

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

PASSED, ADOPTED and EFFECTIVE this 27th day of April, 2023.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Jason Pierman, Secretary

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

RESOLUTION NO. 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD AT 12:30 P.M. ON JUNE 9, 2023, AT THE OFFICES OF SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, FLORIDA 33410, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY (TOWN CENTER ASSESSMENT AREA) WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 190, F.S., 170, F.S., AND 197, F.S

WHEREAS, the Board of Supervisors (“Board”) of the Avenir Community Development District (“District”) has adopted Resolution No. 2023-06 (the “Initial Assessment Resolution”), for implementing the limits, definitions, purpose, intent, location, nature and estimated cost of the Improvements (a/k/a, the Town Center Project Improvements), as defined in the Initial Assessment Resolution, to be partially defrayed by certain non-ad valorem special assessments on certain benefited properties, referred to as the Town Center Assessment Area, within the boundaries of the District; and

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

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

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

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

Section 1. The above recitals are hereby adopted.

Section 2. There is hereby declared to be a public hearing to be held on May 25, 2023 at 12:30 p.m., at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, for the purpose of hearing questions, comments and objections to the proposed Assessments and the related infrastructure Improvements as described in the preliminary assessment roll, a copy of which is available for public inspection in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida, 33410. Affected persons may either appear at the hearing or submit their written comments prior to the

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

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

PASSED, ADOPTED and EFFECTIVE this 27th day of April, 2023.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Jason Pierman, Secretary

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

EXHIBIT A

NOTICE OF HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS (TOWN CENTER PROJECT)

Notice is hereby given that the Board of Supervisors (the “Board”) of the Avenir Community Development District (the “District”), located in Palm Beach Gardens, Florida, will conduct a public hearing to levy non-ad valorem special assessments against certain properties within the boundaries of the District. The general location of these Town Center Project Improvements is located within 36.951 +/- acres of the District (which District totals approximately 2,427.5 acres) located approximately one (1) mile east of Pratt-Whitney Road on the north side of Northlake Boulevard (the “Town Center Assessment Area”).

The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the Town Center Project Improvements generally consists of wastewater management, water distribution system, surface water management and drainage system, roadway and parking lot improvements, open space and recreation, and landscaping, irrigation, entrance features and hardscapes, and other related improvements, all as described more particularly in the Sixth Supplemental Engineer’s Report – Town Center Project, prepared by Ballbe & Associates, and dated April 27, 2023, and in the plans and specifications on file in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “Improvements”). A description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained by all persons interested in the offices of Special District Services, Inc. 2501A Burns Road, Palm Beach Gardens, Florida 33410.

A public hearing to receive comments from affected property owners as to the propriety and advisability of making such Improvements, as to the cost thereof as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held on June 9, 2023, at 12:30 p.m. at the offices of Special District Services, Inc. 2501A Burns Road, Palm Beach Gardens, Florida 33410.

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

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

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days notice prior to the proceeding. Please contact the District Manager at (561)

630-4922 or toll free at (877) 737-4922 for assistance. If hearing impaired, telephone the Florida Relay Service (800) 955-8771 (TDD) for assistance.

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

April 18, 2023

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

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

Dear Mr. Wodraska:

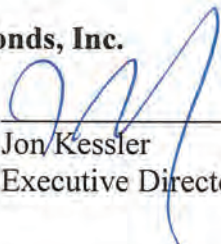
Thank you for the opportunity to work with the Avenir Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2023 (Town Center Project) and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity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

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

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: 
Name: Jon Kessler
Title: Executive Director

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

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

ATTACHMENT I

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

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

Section 2 Terms and Conditions:

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

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

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

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

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

ATTACHMENT II

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

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

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

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

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

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

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

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

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

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

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

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

**CONSIDER APPROVAL OF TOWN
CENTER ANCILLARY DOCUMENTS**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

SIXTH AMENDMENT TO SERVICE AGREEMENT

LAWN AND LANDSCAPE MAINTENANCE/LAKE BANK MOWING

THIS SIXTH AMENDMENT TO SERVICE AGREEMENT, made and entered into this ____ day of _____, 2022 (the “Amendment” or the “Sixth Amendment”), by and between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and **COMPLETE PROPERTY MAINTENANCE, INC.**, a Florida corporation, whose business address is 4101 Vinkemulder Road, Coconut Creek, Florida 33073 (the “Contractor”).

WITNESSETH:

WHEREAS, the District and the Contractor entered into an Service Agreement for Lawn and Landscape Maintenance/Lake Bank Mowing, dated June 1, 2021, as amended by that First Amendment to Service Agreement, dated October 28, 2021, the Second Amendment to Service Agreement, dated October 28, 2021 (the “Second Amendment”), the Third Amendment to Service Agreement, dated January 27, 2022 (the “Third Amendment”), the Fourth Amendment to Service Agreement, dated June 2, 2022, and the Fifth Amendment to Service Agreement, dated November 23, 2022 (collectively, the “Agreement”); and

WHEREAS, pursuant to the Second Amendment, the District contracted with the Contractor for quarterly cleaning and maintenance of Irrigation Pump Station #1; and

WHEREAS, pursuant to the Third Amendment, the District contracted with the Contractor for quarterly cleaning and maintenance of Irrigation Pump Station #2; and

WHEREAS, the Contractor has indicated that it will no longer provide the services to Irrigation Pump Station #1 and Irrigation Pump Station #2 without a price adjustment and under revised terms and conditions set forth in the Scope of Work and Service Fees for Avenir-Pump Station 1 and the Scope of Work and Service Fees for Avenir-Pump Station 2, respectively, each being attached hereto and made a part hereof as Composite Exhibit A-6; and

WHEREAS, the District Board of Supervisors has determined, at a public meeting held on April 27, 2023, that it is in the best interests of the District to replace, in their entirety, the Second Amendment and the Third Amendment with this Second Amendment.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Sixth Amendment.

Section 2. Contractor represents that it is qualified to perform and will perform the work described in Composite Exhibit A-6 for the compensation detailed therein. Nothing herein or in the Agreement shall be construed or interpreted to prohibit or limit District’s right and ability to remove, at District’s discretion, the work described in Composite Exhibit A-6 from the Scope of Work under the Agreement.

Section 3. Upon execution of this Sixth Amendment by District and Contractor, the Sixth Amendment shall be effective May 1, 2023.

Section 4. In all other respects not specifically amended by this Sixth Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Sixth Amendment and further agree that it shall take effect as of the Effective Date.

Attest:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

____ day of _____, 2023

**COMPLETE PROPERTY
MAINTENANCE, INC., a Florida
corporation**

Print Name

By: _____
Shane Humble, President

____ day of _____, 2023

Print Name

(CORPORATE SEAL)

COMPOSITE EXHIBIT A-6

Exhibit A
Scope of Work and Service Fees
Avenir Pump Station 1

Scope of Work

1. General pump station cleaning – Exterior/Interior = Pressure Wash/Vacuum/Air Hose
2. Inspect hydraulic connections and check for proper torque
3. Lubricate centrifugal pump bearings and inspect pump shaft seal for wear / leaks
4. Inspect cooling fans, heaters and pressure transducers/gauges and clean air filters
5. Inspect / torque electrical connections on pump controls
6. Test-run pump system to ensure proper operations from min. to max. flows
7. Confirm Variable Frequency Drive (VFD) parameters and tune and upgrade firmware as required
8. Dismantle and Pressure Wash and Inspect Auto-Flush Screen or Disc Filter Systems- Due to water quality, CHEMICAL TREATMENT must be done to manage cleanliness of these disc filters.
9. Inspect pump intake/discharge system, cleaning intake screen as needed (Additional Charge)
10. All PA5 model Pumps (and certain PIB model Pumps if agreed upon) include "DriveWatch" monitoring tool. DriveWatch remote communications fees for cellular coverage are included in the Service Fees. Upon expiration of this Agreement, any separate costs associated with the DriveWatch communication fees / irrigation controller / cellular coverage fees will no longer be covered by Seller.
11. Any separate irrigation controller costs or associated fees are not included in the Scope of Work.

Notes:

1. Scope of work is limited to above inspection of the pump system and warranty repairs
2. Additional repairs identified during each inspection must be authorized by customer at time of visit
3. SiteOne will document each inspection with a completed check list
4. SiteOne is not responsible for electrical surge or existing damage caused by neglect
5. Preventive Maintenance intervals shall be adjusted based on changes in site conditions
6. SiteOne is not responsible for water source quality (i.e. debris, pH, staining, mineral buildup in filters and etc.)
7. Initial visit shall occur on EFFECTIVE DATE show on page 1 (March 20, 2023)
8. SiteOne will respond within 36 hrs.(week days) to service requests outside of this agreement
9. Suggested Interval for service is every (3) months or (4) times per year for first year – additional intake cleaning to be done (1) time per year

Service Fees

1. \$975.00 per visit (add \$500.00) for intake filter cleanings (requires boat & 2 men) - visits vary by Pump site condition but can typically be expected at least on a quarterly basis.
2. Field services provided outside above Scope of Work will be billed at a \$155/hour rate.
3. Parts and other components are not included.

Exhibit A
Scope of Work and Service Fees

Avenue Pump Station 2

Scope of Work

1. General pump station cleaning – Exterior/Interior = Pressure Wash/Vacuum/Air Hose
2. Inspect hydraulic connections and check for proper torque
3. Lubricate centrifugal pump bearings and inspect pump shaft seal for wear / leaks
4. Inspect cooling fans, heaters and pressure transducers/gauges and clean air filters
5. Inspect / torque electrical connections on pump controls
6. Test-run pump system to ensure proper operations from min. to max. flows
7. Confirm Variable Frequency Drive (VFD) parameters and tune and upgrade firmware as required
8. Dismantle and Pressure Wash and Inspect Auto-Flush Screen or Disc Filter Systems- Due to water quality, CHEMICAL TREATMENT must be done to manage cleanliness of these disc filters.
9. Inspect pump intake/discharge system, cleaning intake screen as needed (Additional Charge)
10. All PA5 model Pumps (and certain PIB model Pumps if agreed upon) include "DriveWatch" monitoring tool. DriveWatch remote communications fees for cellular coverage are included in the Service Fees. Upon expiration of this Agreement, any separate costs associated with the DriveWatch communication fees / irrigation controller / cellular coverage fees will no longer be covered by Seller.
11. Any separate irrigation controller costs or associated fees are not included in the Scope of Work.

Notes:

1. Scope of work is limited to above inspection of the pump system and warranty repairs
2. Additional repairs identified during each inspection must be authorized by customer at time of visit
3. SiteOne will document each inspection with a completed check list
4. SiteOne is not responsible for electrical surge or existing damage caused by neglect
5. Preventive Maintenance intervals shall be adjusted based on changes in site conditions
6. SiteOne is not responsible for water source quality (i.e. debris, pH, staining, mineral buildup in filters and etc.)
7. Initial visit shall occur on EFFECTIVE DATE show on page 1 (March 20, 2023)
8. SiteOne will respond within 36 hrs.(week days) to service requests outside of this agreement
9. Suggested Interval for service is every (3) months or (4) times per year for first year – additional intake cleaning to be done (1) time per year

Service Fees

1. \$875.00 per visit (add \$500.00) for intake filter cleanings (requires boat & 2 men) - visits vary by Pump site condition but can typically be expected at least on a quarterly basis.
2. Field services provided outside above Scope of Work will be billed at a \$155/hour rate.
3. Parts and other components are not included.

This instrument prepared by:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAINTENANCE AGREEMENT
(Avenir Town Center)

This Maintenance Agreement (this “Agreement”) is made and entered into this ____ day of _____, 2023 (the “Effective Date”), by and between:

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

PUBLIX SUPER MARKETS, INC., a Florida corporation, whose address is 3300 Publix Corporate Parkway, Lakeland, Florida 33811 (“Publix”).

RECITALS:

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

WHEREAS, the District is the owner of and is responsible for maintaining the Premier Street right-of-way (the “Premier Street”) which provides access to the Avenir Town Center from Northlake Boulevard, which Premier Street includes pavement, curbing, and drainage facilities;

WHEREAS, a portion of the Premier Street is depicted as “Entry Road Owned by CDD” (the “Entry Road”) on the site plan (the “Site Plan”) attached hereto and made a part hereof as Exhibit “A”, which Entry Road is legally described on Exhibit “B” attached hereto and made a part hereof;

WHEREAS, Publix leases certain property (the “Publix Premises”) located within the Avenir Town Center and within the boundaries of the District, pursuant to a lease (the “Publix Lease”) with Avenir Development, LLC (“Avenir Development”), as landlord; and

WHEREAS, Publix has requested certain assurances from the District that the District will maintain and repair the Entry Road, as and when needed, as the Entry Road provides primary access to the Publix Premises, which access is essential to the use of the Publix Premises by Publix.

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

1.0 Recitals.

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

2.0 Maintenance Services.

(A) The District shall provide regular and routine maintenance and repair to the Entry Road and the District-owned improvements within the Entry Road in accordance and in like manner and to the same standards as the District maintains other rights-of-way within the boundaries of the District, at the District's sole cost and expense. The District acknowledges the importance of maintaining those improvements that provide access to the Publix Premises, including, but not limited to, the pavement and sidewalks within Entry Road, keeping the same free from potholes, uneven pavement, trip hazards and other deficiencies that impede ingress and egress to and from the Publix Premises. The District further acknowledges and agrees that the Entry Road is the primary means of access to and from the Publix Premises, and that the Entry Road shall remain open and available for use by the general public at all times.

(B) The District shall provide, either itself or through its authorized agents, the maintenance and repair services to the Entry Road in a manner that that does not unreasonably interfere with the use, access, ingress, and egress, to the Publix Premises, at the District's sole cost and expense. Whenever reasonably practicable, all such maintenance and repair services shall be performed in such a manner as to leave at least a portion of the Entry Road open and available for use by the general public to and from the Publix Premises, and shall be completed as soon as possible following commencement.

3.0 Default, Remedies, and District Expenditures.

If the District should fail, refuse, or neglect to furnish or perform necessary maintenance to the Entry Road or the District-owned improvements thereof within thirty (30) days from the date of receipt of a written notice of default from Publix, then in that event Publix, at its sole discretion but with prior notice to the District, may elect to provide such necessary maintenance, but shall not under any circumstance remove, modify, relocate, or replace, as the case may be, any of the Entry Road improvements. The cure period of thirty (30) days as set forth herein shall be extended to the extent reasonably necessary to effectuate such cure as long as the District has promptly commenced the appropriate actions to provide the necessary maintenance within the initial thirty (30) day period and thereafter continues to diligently pursue the same. Publix shall not make any alterations, additions or improvements (other than maintenance and repair) to the Entry Road or the improvements thereon without the prior written consent of the District. By executing the joinder below, Avenir Development agrees to reimburse Publix for the actual costs

of all such maintenance undertaken and completed by Publix, as evidenced by paid receipts therefor, within thirty (30) days of its receipt of such paid receipts from Publix.

4.0 Responsibility for Force Majeure and Acts of the District

The District and the Publix agree that the thirty (30) day periods set forth in Section 3.0 above shall not apply to the repair or replacement of Entry Road improvements that are damaged as a result of a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought, or flooding (an “Excluded Event”). In such case, the District shall be responsible for all aspects of repair or replacement of the Entry Road improvements that are damaged as a result of an Excluded Event, including the timing thereof. The District will take such actions to allow for vehicular traffic to utilize the Entry Road as soon as is reasonably practicable. Notwithstanding the foregoing, in the event the District fails, refuses, or neglects to furnish or perform such repairs or replacements following an Excluded Event within a commercially reasonable period of time following the occurrence of such Excluded Event, then in that event Publix, with no less than thirty (30) days prior notice to the District, may elect to provide such necessary repairs or replacements. By its execution below, Avenir Development agrees to reimburse Publix for all such repairs and replacements as evidenced by paid receipts therefor, within thirty (30) days of its receipt of such paid receipts from Publix. Nothing in this provision shall be construed to prohibit the District and Publix to enter into a separate agreement to coordinate the timely maintenance and repairs made necessary due to an Excluded Event.

5.0 Insurance.

(A) Publix shall individually maintain, and require any contractor hired by the Publix pursuant to the terms of this Agreement (“Contractor”) to maintain commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate. Publix and Contractor shall not perform any work pursuant to the terms of this Agreement unless all required insurance is in full force and effect. Notwithstanding the foregoing, Publix may elect to self-insure in lieu of providing third-party insurance coverage.

(B) SUBJECT TO THE RIGHTS OF PUBLIX TO SELF-INSURE AS SET FORTH IN SECTION 6.1(A) ABOVE, PUBLIX AND, IF APPLICABLE, ANY CONTRACTOR HIRED OR ENGAGED BY PUBLIX TO PERFORM THE MAINTENANCE SERVICES, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT EVIDENCE OF ITS REQUIRED COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF PUBLIX OR CONTRACTOR, AS THE CASE MAY BE.

6.0 Term of Agreement.

This Agreement shall take effect as of the Effective Date first written above and shall automatically terminate on the date that Publix or any entity owned or controlled by Publix no longer holds any interest (leasehold, fee simple or otherwise) in the Publix Premises.

7.0 Miscellaneous Provisions.

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

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

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

AS TO THE PUBLIX: Publix Super Markets, Inc.
 Real Estate
 3300 Publix Corporate Parkway
 Lakeland, Florida 33811
 Attn: Vice President of Real Estate Strategy

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

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

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

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

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

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

(G) Assignment: This Agreement may not be assigned by either party without the written consent of the other party. Notwithstanding the foregoing, if Publix assigns its rights under the Publix Lease in accordance with the terms of the Publix Lease, then Publix may assign its rights under this Agreement to such assignee, provided such assignee assumes all related obligations hereunder.

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

(I) Sovereign Immunity: Nothing herein shall be construed as a waiver of the protections, immunities, and limitations of liability afforded the District pursuant to the doctrine and sovereign immunity and Section 768.28, Florida Statutes.

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

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

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

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

[SIGNATURE PAGES FOLLOW]

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

DISTRICT:

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

ATTEST:

Secretary/Assistant Secretary

By: _____
Name: Virginia Cepero
Title: Chairperson. Board of Supervisors

Date: _____, 2023

STATE OF FLORIDA :
: ss:
COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Virginia Cepero, as Chairman of AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District. The above-named individual is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the ____ day of _____, 2023.

(Notary Seal)

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

WITNESSES:

PUBLIX:

PUBLIX SUPER MARKETS, INC.,
a Florida corporation

Print Name: _____

By: _____

Name: Bridgid A. O'Connor
Title: Vice President of Real Estate
Strategy

Print Name: _____

Dated: _____

STATE OF FLORIDA :
: ss:
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Bridgid A. O'Connor, as Vice President of Real Estate Strategy for PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of the corporation. The above-named individual is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of _____, 2023.

(Notary Seal)

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

JOINDER

AVENIR DEVELOPMENT, LLC, a Florida limited liability company, hereby joins and consents to this Agreement for the purpose of agreeing to be bound by the provisions of Section 3 and 4 above.

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Print Name: _____

By: _____

Name: Rosa Eckstein Schechter

Title: Vice President

Print Name: _____

Dated: _____

STATE OF FLORIDA :

: ss:

COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Rosa Eckstein Schechter, as Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of such company. The above-named individual is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the ____ day of _____, 2023.

(Notary Seal)

Notary Public

Print Name: _____

State of Florida

My Commission No: _____

My Commission expires: _____

EXHIBIT "A"

Site Plan

Prepared by Urban Design Landscapes Architects, Inc. for the City of Palm Beach Gardens, Florida. All rights reserved. No part of this document may be reproduced without the written permission of Urban Design Landscapes Architects, Inc.

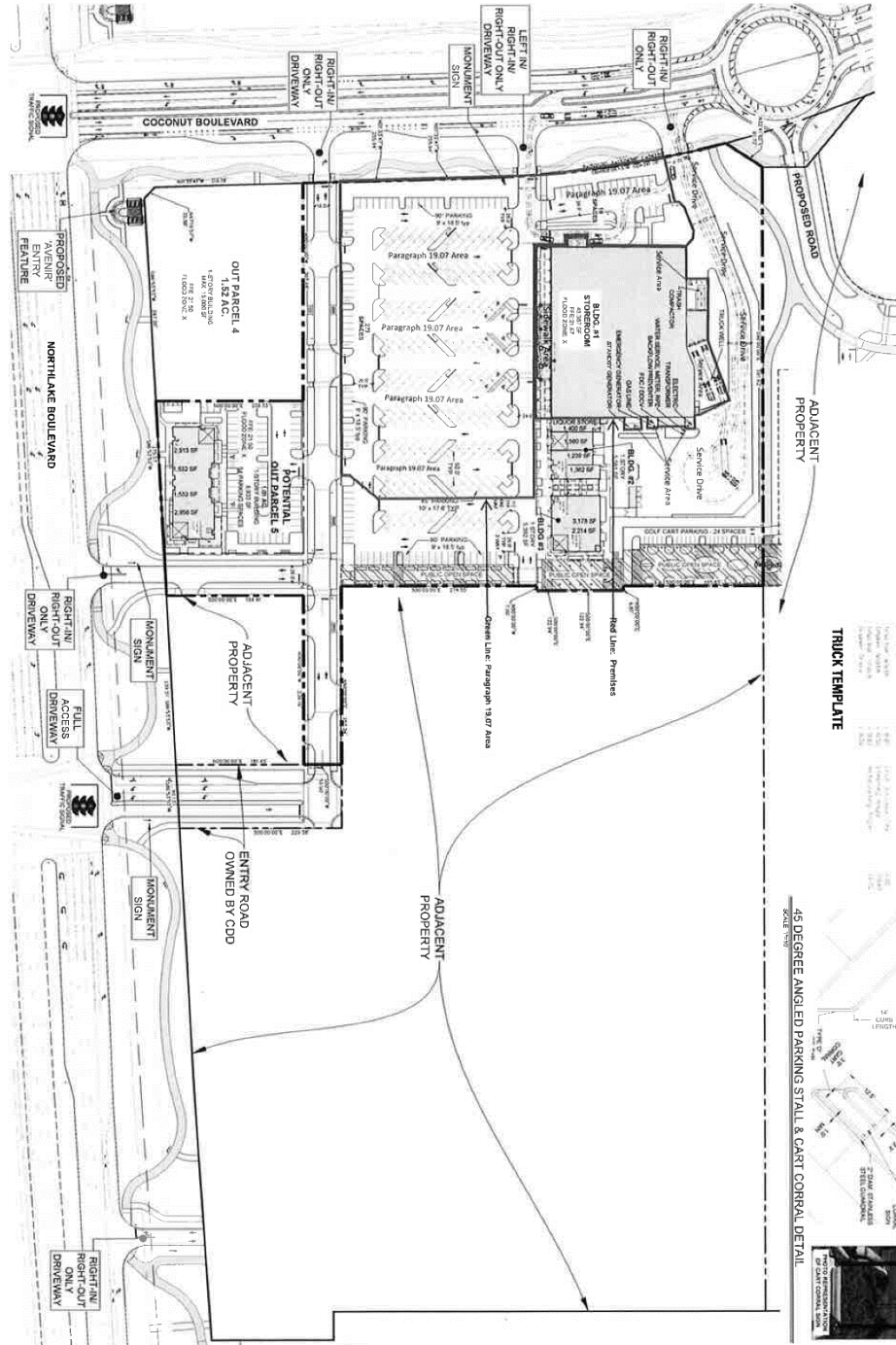
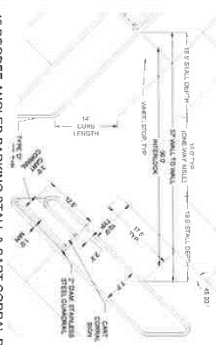


Exhibit "A"

TRUCK TEMPLATE



45 DEGREE ANGLED PARKING STALL & CART CORRAL DETAIL



EXHIBIT

Urban Design Landscapes Architects, Inc.
 1000 N. State Road 7, Suite 100
 Palm Beach Gardens, FL 33418
 Phone: 561.353.1111
 Fax: 561.353.1112
 Email: info@udla.com

Avenir Town Center
 Palm Beach Gardens, Florida
 Public Site Plan Exhibit

urban design studio
 Urban Design
 Landscape Architecture
 1000 N. State Road 7, Suite 100
 Palm Beach Gardens, FL 33418
 Phone: 561.353.1111
 Fax: 561.353.1112
 Email: info@udla.com

EXHIBIT "B"
Entry Road

LEGAL DESCRIPTION:

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

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3, AVENIR, NORTH 86° 54' 02" EAST, A DISTANCE OF 52.25 FEET; THENCE ALONG SAID SOUTH LINE, NORTH 86° 53' 53" EAST, A DISTANCE OF 87.77 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 47°19'57" WEST, A DISTANCE OF 139.51 FEET TO A LINE 40.00' EAST OF AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF COCONUT BOULEVARD (TRACT R2); THENCE ALONG SAID PARALLEL LINE, NORTH 01° 33' 47" WEST, A DISTANCE OF 210.78 FEET; THENCE CONTINUE ALONG SAID PARALLEL LINE, NORTH 01° 33' 47" WEST, A DISTANCE OF 255.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1500.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°04'58", A DISTANCE OF 342.50 FEET; THENCE DEPARTING SAID PARALLEL LINE, NORTH 32° 41' 02" EAST, A DISTANCE OF 61.72 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 591.62 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 195.65 FEET; THENCE, NORTH 90° 00' 00" EAST, A DISTANCE OF 6.87 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 122.94 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 7.00 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 274.55 FEET; THENCE, NORTH 90° 00' 00" EAST, A DISTANCE OF 252.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, NORTH 90° 00' 00" EAST, A DISTANCE OF 90.00 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 229.58 FEET; THENCE, SOUTH 86° 53' 53" WEST, A DISTANCE OF 90.13 FEET; THENCE, NORTH 00° 00' 00" EAST, A DISTANCE OF 234.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.479 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF 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.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JULY 21, 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

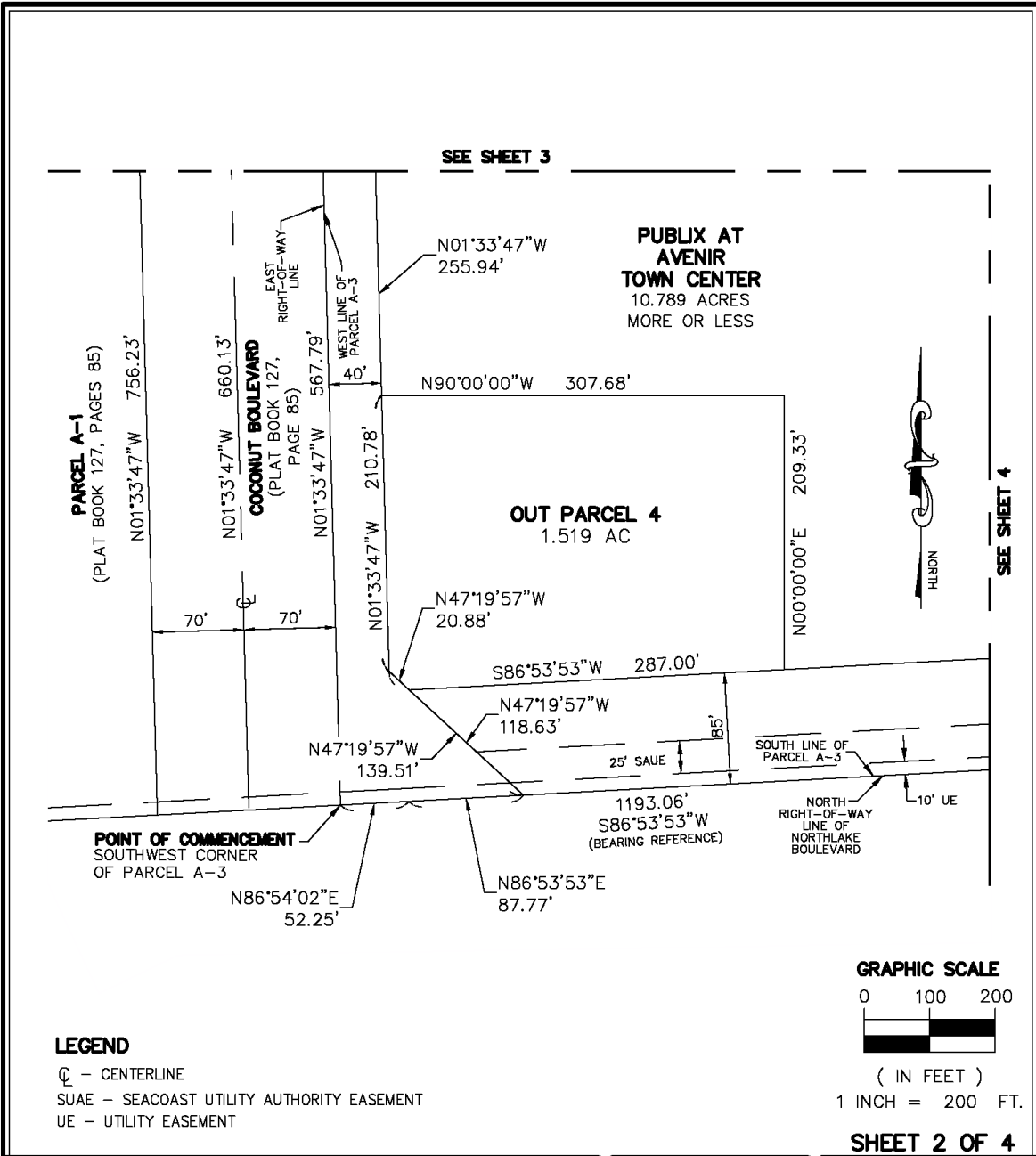
SHEET 1 OF 4

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

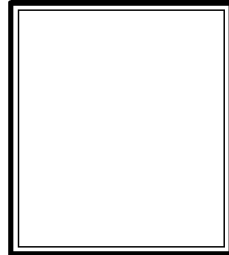
| |
|---|
| |
| <p>RONNIE L. FURNISS PROFESSIONAL SURVEYOR AND MAPPER LS6272 STATE OF FLORIDA L.B. 3591</p> |

| | |
|-----------|-----------|
| DATE | 7/21/2022 |
| DRAWN BY | RLF |
| F.B./ PG. | N/A |
| SCALE | AS SHOWN |
| JOB NO. | 7955 |

| |
|--|
| <p>PUBLIX AT AVENIR TOWN CENTER ROAD EASEMENT SKETCH OF DESCRIPTION</p> |
|--|



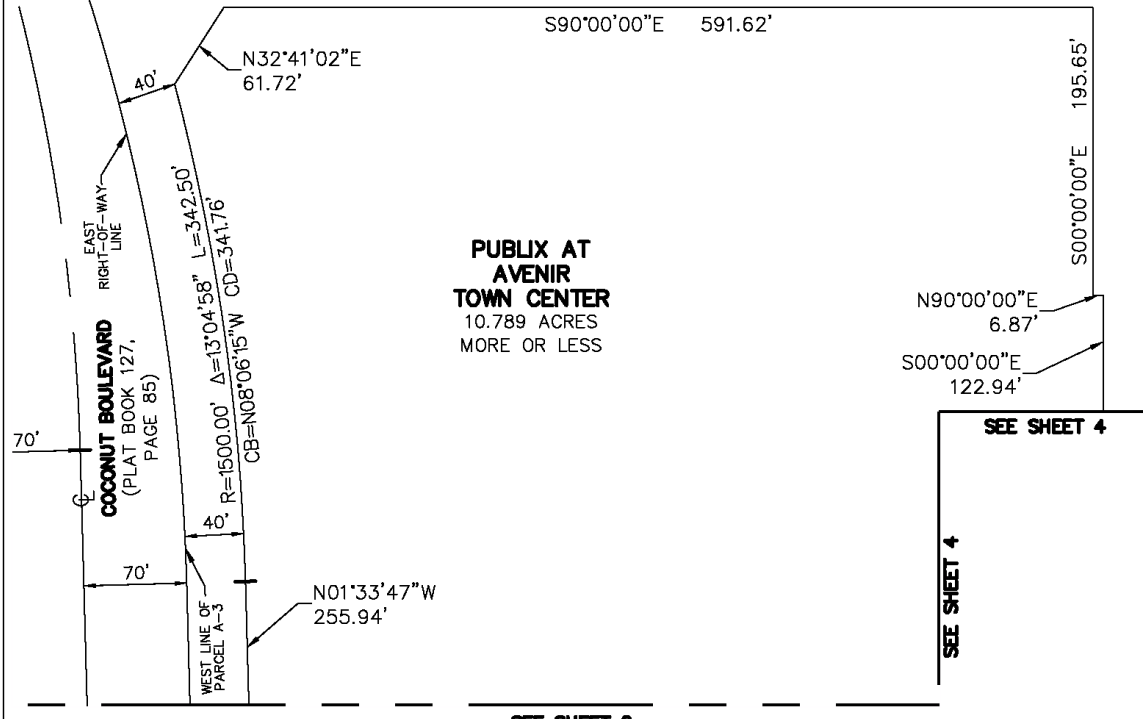
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



| | |
|-----------|-----------|
| DATE | 7/21/2022 |
| DRAWN BY | RLF |
| F.B./ PG. | N/A |
| SCALE | AS SHOWN |
| JOB NO. | 7955 |

PUBLIX AT AVENIR TOWN CENTER ROAD EASEMENT SKETCH OF DESCRIPTION

PARCEL A-3
(PLAT BOOK 127, PAGES 85)



PUBLIX AT AVENIR TOWN CENTER
10.789 ACRES
MORE OR LESS

SEE SHEET 4

SEE SHEET 2

LEGEND

- ⊕ - CENTERLINE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT



GRAPHIC SCALE

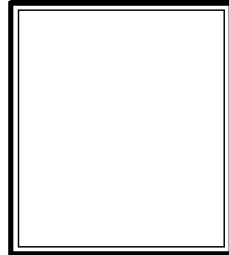


(IN FEET)
1 INCH = 200 FT.

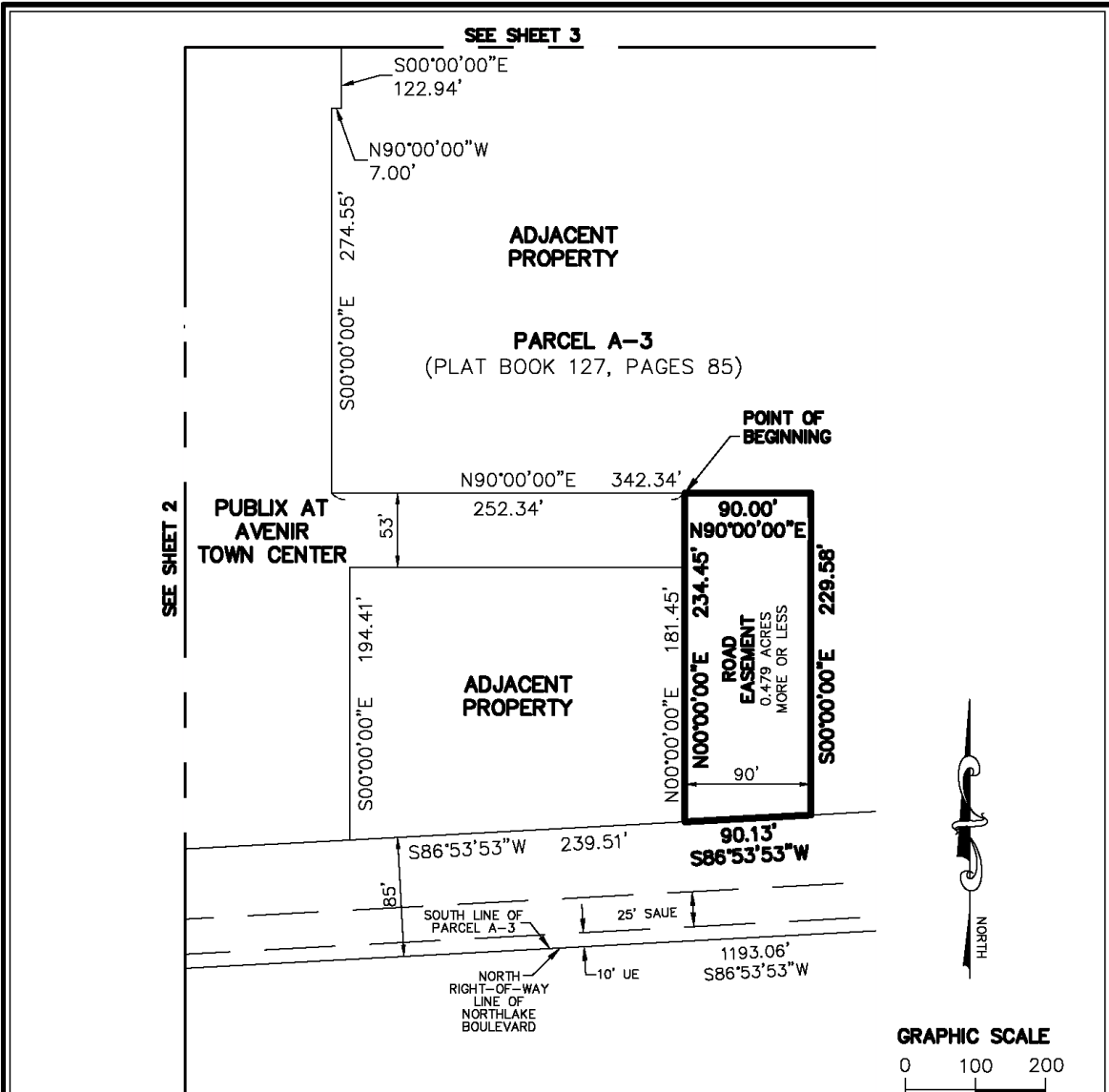
SHEET 3 OF 4

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

PUBLIX AT AVENIR TOWN CENTER ROAD EASEMENT SKETCH OF DESCRIPTION



| | |
|-----------|-----------|
| DATE | 7/21/2022 |
| DRAWN BY | RLF |
| F.B./ PG. | N/A |
| SCALE | AS SHOWN |
| JOB NO. | 7955 |



SEE SHEET 2

SEE SHEET 3

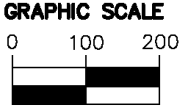
PUBLIX AT AVENIR TOWN CENTER

ADJACENT PROPERTY

PARCEL A-3
(PLAT BOOK 127, PAGES 85)

ADJACENT PROPERTY

POINT OF BEGINNING



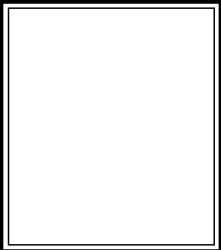
(IN FEET)
1 INCH = 200 FT.

LEGEND

- Ⓢ - CENTERLINE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

SHEET 4 OF 4

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



| | |
|-----------|-----------|
| DATE | 7/21/2022 |
| DRAWN BY | RLF |
| F.B./ PG. | N/A |
| SCALE | AS SHOWN |
| JOB NO. | 7955 |

PUBLIX AT AVENIR TOWN CENTER ROAD EASEMENT SKETCH OF DESCRIPTION



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:  2/14/23
 For FPL (Date)

Accepted:
 _____ (Date)
 Customer
 _____ (Date)
 Witness
 _____ (Date)
 Witness



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 ("NESC") 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 NESC 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



4101 VINKEMULDER ROAD | COCONUT CREEK, FL 33073 | TELEPHONE 954.973.3333 | FAX 954.979.1424

PROCEDURES FOR *HURRICANE/STORM PREPAREDNESS*

Hurricane season is here! The published forecasts for this year predict an above-average probability of a major storm making U.S. landfall. C.P.M. has a contingency plan in place for this type of disaster. If we are hit by a storm, once the hurricane warnings are lifted by the National Weather Service and the local municipalities, our management staff will deploy to their assigned geographic areas.

The damage will be assessed at these properties to determine where to dispatch our crews according to liability, access, damage, and danger.

Phase I:

Cut tree limbs off vehicles, buildings, homes, driveways, and roadways to allow access for emergency services. This first phase of service is to ensure your safety and to clear all roads and entries.

Phase II:

Cutting of broken branches in trees and on the ground; stacking debris for future pick-up. Staking of fallen and leaning trees; giving special attention to the front of units and buildings.

Phase III:

The removal of large logs, stumps, and piles of debris The staking of fallen and leaning trees at the sides and rear of units and buildings Clean-up of the rear of the buildings.

Phase IV:

Re-conditioning your landscape Irrigation repair, soil replacement, sod replacement, shrub and tree replacement.

Services provided in Phase I will be automatic. Phases II, III, and IV will need to be approved via a signed proposal or verbal acknowledgement.

Complete Property Maintenance has all the equipment, manpower, and knowledge needed to provide these types of services for your community.

Thank you,

COMPLETE PROPERTY MAINTENANCE, INC.



**COMPLETE
PROPERTY
MAINTENANCE**

4101 VINKEMULDER ROAD | COCONUT CREEK, FL 33073 | TELEPHONE 954.973.3333 | FAX 954.979.1424

**‘2023’ Pre-Approval Form
After Hurricane/Storm Non-Contractual Work**

Equipment and Labor:

Labor - \$45.00 per man hour (all tools included – chain saws, pole saws, etc.)



Bobcat/Kubota with Operator - \$100.00 per hr. (includes grapple)



Dump Fees - \$25.00 per cubic yard, if applicable
(FEMA does provide free dumping)



Tree Climbers/Cutters - \$75.00 per man hour



Truck and Chipper - \$100.00 per hour



Bucket Truck - \$130.00 per hour

“BEAUTIFYING SOUTH FLORIDA SINCE 1977”



**COMPLETE
PROPERTY
MAINTENANCE**

4101 VINKEMULDER ROAD | COCONUT CREEK, FL 33073 | TELEPHONE 954.973.3333 | FAX 954.979.1424

Tree Staking:

Small trees using wellington tape - \$20.00 to \$35.00
Medium trees using 2 x 4's - \$75.00
Large trees using 2 x 4's - \$100.00
Extra-large trees using 2 x 4's – Priced Individually

Irrigation:

Laborer - \$45.00 per hour
Technician Assistant - \$55.00 per hour
Technician - \$65.00 per hour

Although CPM will use due care, Contractor is not responsible for damage to turf, plants, shrubs, hedges, etc. that are located around trees that are being up-righted. Contractor is not responsible for damage to underground utilities; cable T.V. or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. In addition, Contractor is not responsible for damage to curbing, driveways, etc. due to equipment access. Any and all permits to be obtained shall remain the responsibility of the Homeowners Association. No backfill is included in price. Homeowner / Community are responsible for initial and follow-up watering.

Please sign below indicating the pre-approval of these services. Return signed form to Complete Property Maintenance, Inc. by US mail, fax 954-979-1424 or e-mail to: AriB@cpmlawn.com

Community Name - P.O.A. / H.O.A.

Date

President/BOD Signature

Print Name

EMERGENCY CONTACT NUMBERS

Name: _____

Land Line #: _____

Cell #: _____

Name: _____

Land Line #: _____

Cell #: _____

**CONSIDER AWARD OF CONTRACT FOR
AVENIR TOWN CENTER BYPASS
ROADS PROJECT**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

CHANGE ORDER NO. 12 (REVISED 4/25/2023)

| | | | |
|-------------------|--|---------------------------|--|
| Date of Issuance: | March 13, 2023 4/25/2023 | Effective Date: | March 13, 2023 |
| Owner: | Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410 | Owner's Contract No.: | N/A |
| Contractor: | H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414 | Contractor's Project No.: | 200039 |
| Engineer: | Ballbe & Associates, Inc. | Engineer's Project No.: | 202037 |
| Project: | AVENIR PHASE TWO EARTHWORK | Contract Name: | Construction Contract (Earthwork Operations) |

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

Description:


- Grind trees area south of Avenir Drive and soil exchange allowance - ~~\$930,000.00~~ \$1,290,000.00. Change order request monthly amount billed by Contractor to be field verified.

Attachments:

- Exhibit "A" – Change Order by H&J Contracting Inc.

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price: \$20,611,390.00 | Original Contract Times: Refer to contract Exhibit "E" |
| [Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>11</u> : \$10,719,623.73 | [Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None |

| | |
|--|---|
| Contract Price prior to this Change Order: \$31,331,013.73 | Contract Times prior to this Change Order: Refer to contract Exhibit "E" |
| [Increase] [Decrease] of this Change Order \$930,000.00 \$1,290,000.00 ALLOWANCE | [Increase] [Decrease] of this Change Order None |
| Contract Price incorporating this Change Order: \$32,621,013.73 | Contract Times with all the approved Change Orders: None |

| | | |
|---|--|---|
| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|  | | |
| By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President | By: _____ Avenir Community Development District By: _____ | By: _____ H and J Contracting, Inc. Jeremy Rury Vice President |
| Date: <u>3/13/2023 4/25/2023</u> | Date: _____ | Date: _____ |

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

EXHIBIT "A"

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

| | |
|--|-----------------------------|
| To: Avenir Community Development District | Contact: |
| Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH | Phone: |
| | Fax: |
| Project Name: Avenir-Grinding South Of WM EXT | Bid Number: Proposal |
| Project Location: Avenir | Bid Date: 4/7/2022 |

| Line # | Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|--------|-------------------------------------|--------------------|------|------------|----------------|
| | 100 | Grind Trees And Soil Exchange Chips | 150,000.00 | CY | \$8.60 | \$1,290,000.00 |

Notes:

- The quantity is a place holder only.
- Tree debris are to be ground and then stockpiled for asbuilt verification of quantity to be billed accordingly.

| | |
|---|---|
| ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____ | CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Franz Favre franz.favre@hjcontracting.com |
|---|---|

CHANGE ORDER NO. 13 (REVISED 4/25/2023)

| | | | |
|-------------------|--|---------------------------|--|
| Date of Issuance: | March 13, 2023 4/25/2023 | Effective Date: | March 13, 2023 |
| Owner: | Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410 | Owner's Contract No.: | N/A |
| Contractor: | H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414 | Contractor's Project No.: | 200039 |
| Engineer: | Ballbe & Associates, Inc. | Engineer's Project No.: | 202037 |
| Project: | AVENIR PHASE TWO EARTHWORK | Contract Name: | Construction Contract (Earthwork Operations) |

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

Description:

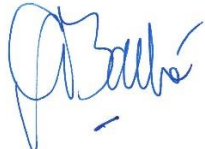
- Remove fill over Lake #2 in Parcel A-10

Attachments:

- Exhibit "A" – Change Order by H&J Contracting Inc.

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price: \$20,611,390.00 | Original Contract Times: Refer to contract Exhibit "E" |
| [Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>12</u> : \$11,649,623.73 \$12,009,623.73 | [Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None |

| | |
|---|---|
| Contract Price prior to this Change Order: \$32,261,013.73 \$32,621,013.73 | Contract Times prior to this Change Order: Refer to contract Exhibit "E" |
| [Increase] [Decrease] of this Change Order \$152,599.20 | [Increase] [Decrease] of this Change Order None |
| Contract Price incorporating this Change Order: \$32,413,612.93 \$32,773,612.93 | Contract Times with all the approved Change Orders: None |

| | | |
|--|---|--|
| RECOMMENDED:  By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: <u>3/13/2023 4/25/2023</u> | ACCEPTED: By: _____ Avenir Community Development District By: _____ Date: _____ | ACCEPTED: By: _____ H and J Contracting, Inc. Jeremy Rury Vice President Date: _____ |
|--|---|--|

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

EXHIBIT "A"

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

| | |
|--|---------------------------------|
| To: Avenir Community Development District | Contact: Manny Mato |
| Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH | Phone: |
| | Fax: |
| Project Name: Avenir Remove Fill Over Lake-Parcel A10 | Bid Number: Change Order |
| Project Location: Palm Beach Gardens | Bid Date: 05/24/2022 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|--|--------------------|------|------------|--------------|
| 10 | Remove Fill Over Lake 2 POD A10-Area Was Filled Prior To New Lake Design | 63,583.00 | CY | \$2.40 | \$152,599.20 |

Total Bid Price: \$152,599.20

Notes:

- Area was filled prior to new lake design.

| | |
|---|---|
| ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____ | CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Franz Favre franz.favre@hjcontracting.com |
|---|---|

CHANGE ORDER NO. 14 (REVISED 4/25/2023)

| | | | |
|-------------------|--|---------------------------|--|
| Date of Issuance: | March 29, 2023 4/25/2023 | Effective Date: | March 29, 2023 |
| Owner: | Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410 | Owner's Contract No.: | N/A |
| Contractor: | H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414 | Contractor's Project No.: | 200039 |
| Engineer: | Ballbe & Associates, Inc. | Engineer's Project No.: | 202037 |
| Project: | AVENIR PHASE TWO EARTHWORK | Contract Name: | Construction Contract (Earthwork Operations) |

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

Description:


- Basin N1 & N2 berm construction

Attachments:

- Exhibit "A" – Change Order by H&J Contracting Inc.

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price: \$20,611,390.00 | Original Contract Times: Refer to contract Exhibit "E" |
| [Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>13</u> : \$11,802,222.93 \$12,162,222.93 | [Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None |

| | |
|---|---|
| Contract Price prior to this Change Order: \$32,413,612.93 \$32,773,612.93 | Contract Times prior to this Change Order: Refer to contract Exhibit "E" |
| [Increase] [Decrease] of this Change Order \$2,676,215.65 | [Increase] [Decrease] of this Change Order None |
| Contract Price incorporating this Change Order: \$35,089,828.58 \$35,449,828.58 | Contract Times with all the approved Change Orders: None |

| | | |
|--|--|---|
| RECOMMENDED:  By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 3/29/2023 4/25/2023 | ACCEPTED: By: _____ Avenir Community Development District By: _____ Date: _____ | ACCEPTED: By: _____ H and J Contracting, Inc. Jeremy Rury Vice President Date: _____ |
|--|--|---|

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

EXHIBIT "A"

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

| | |
|--|-----------------------------|
| To: Avenir Community Development District | Contact: Manny Mato |
| Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH | Phone: |
| | Fax: |
| Project Name: Avenir Basin N1 Berm | Bid Number: 129A-22 |
| Project Location: Palm Beach Gardens | Bid Date: 01/23/2023 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|---|--------------------|------|-------------|--------------|
| 100 | Mobilization | 1.00 | LS | \$8,500.00 | \$8,500.00 |
| 101 | Construction Layout And As-Built Survey | 1.00 | LS | \$83,000.00 | \$83,000.00 |
| 102 | Geotechnical Testing Allowance | 1.00 | LS | \$46,500.00 | \$46,500.00 |
| 110 | Silt Fence | 27,000.00 | LF | \$1.50 | \$40,500.00 |
| 120 | Clear And Grub Berm Footprint | 31.00 | ACRE | \$6,815.00 | \$211,265.00 |
| 130 | Strip Existing Unsuitable Soil From Proposed Berm Footprint And Haul To Soil Exchange In Borrow Area (Assume 12" Avg Depth) | 31,000.00 | CY | \$5.80 | \$179,800.00 |
| 131 | Strip Existing Unsuitable Soil From Proposed Borrow Area And Soil Exchange (Assume 12" Avg Depth) | 97,000.00 | CY | \$5.25 | \$509,250.00 |
| 140 | Excavate Structural Fill From Proposed Borrow Area And Haul And Place In Proposed Berm Footprint | 97,000.00 | CY | \$5.25 | \$509,250.00 |
| 150 | Final Grade Berm | 149,000.00 | SY | \$0.60 | \$89,400.00 |
| 160 | Bahia Sod Entire Berm Footprint | 149,000.00 | SY | \$3.00 | \$447,000.00 |

BAHIA SOD ALLOWANCE TO BE APPROVED BY OWNER PRIOR TO INSTALLATION AND FIELD VERIFY

Total Bid Price: \$2,124,465.00

Notes:

- Terms and conditions per existing contract.

| | |
|---|---|
| <p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p> | <p>CONFIRMED: H & J Contracting. Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Howell V. Long III</p> |
|---|---|

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

| | |
|--|-----------------------------|
| To: Avenir Community Development District | Contact: Manny Mato |
| Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH | Phone: |
| | Fax: |
| Project Name: Avenir Basin N2 Berm | Bid Number: 129B-22 |
| Project Location: Palm Beach Gardens | Bid Date: 01/20/2023 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|---|--------------------|------|-------------|--------------|
| 100 | Mobilization | 1.00 | LS | \$8,500.00 | \$8,500.00 |
| 101 | Construction Layout And As-Built Survey | 1.00 | LS | \$32,500.00 | \$32,500.00 |
| 102 | Geotechnical Testing Allowance | 1.00 | LS | \$18,000.00 | \$18,000.00 |
| 110 | Silt Fence | 10,000.00 | LF | \$1.50 | \$15,000.00 |
| 120 | Clear And Grub Berm Footprint | 10.00 | ACRE | \$6,815.00 | \$68,150.00 |
| 130 | Strip Existing Unsuitable Soil From Proposed Berm Footprint And Haul To Soil Exchange In Borrow Area (Assume 12" Avg Depth) | 10,000.00 | CY | \$5.80 | \$58,000.00 |
| 131 | Strip Existing Unsuitable Soil From Proposed Borrow Area And Soil Exchange (Assume 12" Avg Depth) | 21,000.00 | CY | \$4.80 | \$100,800.00 |
| 140 | Excavate Structural Fill From Proposed Borrow Area And Haul And Place In Proposed Berm Footprint | 21,000.00 | CY | \$4.40 | \$92,400.00 |
| 150 | Final Grade Berm | 44,000.00 | SY | \$0.60 | \$26,400.00 |
| 160 | Bahia Sod Entire Berm Footprint | 44,000.00 | SY | \$3.00 | \$132,000.00 |

BAHIA SOD ALLOWANCE TO BE APPROVED BY OWNER PRIOR TO INSTALLATION AND FIELD VERIFY

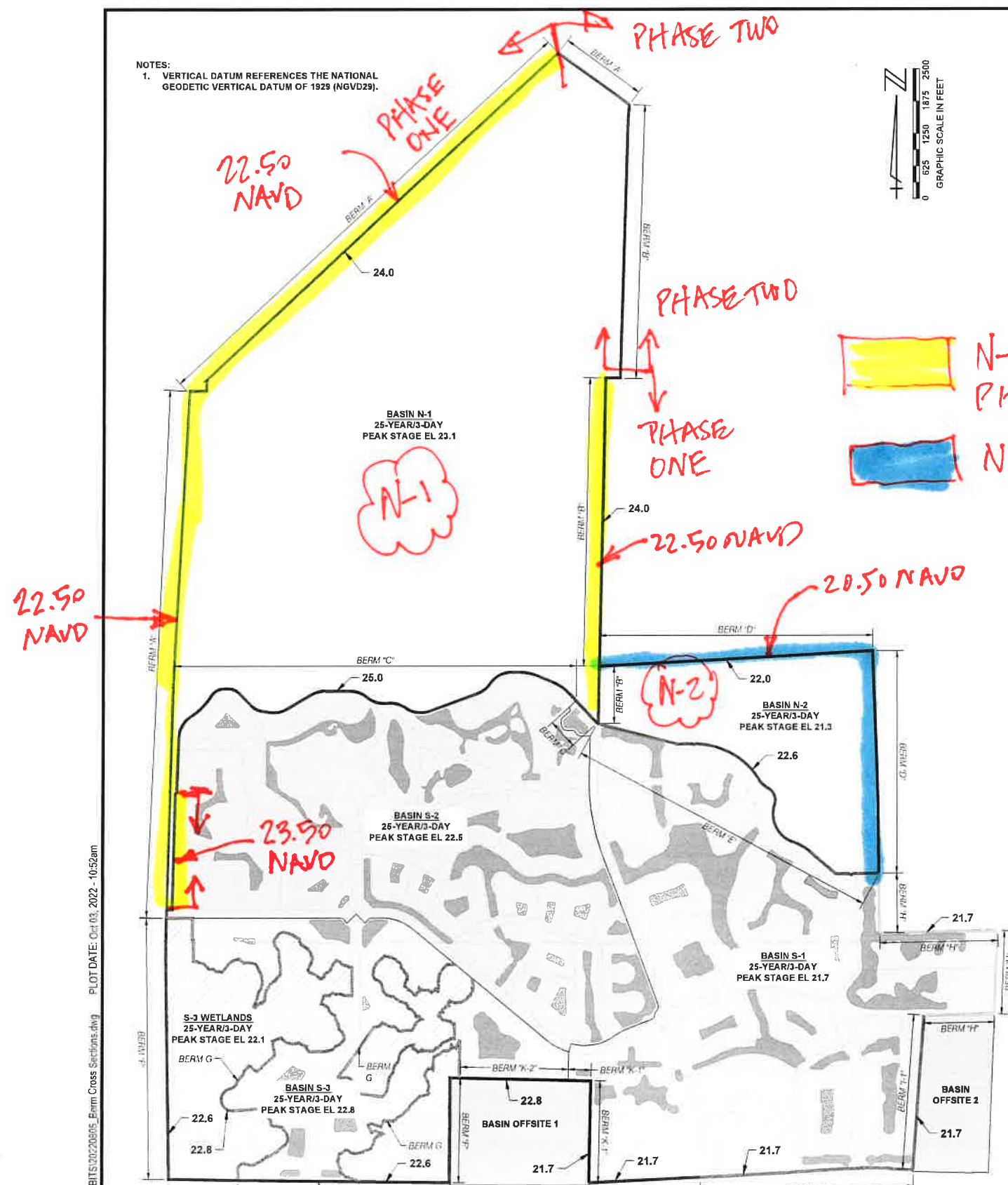
Total Bid Price: \$551,750.00

Notes:

- Terms and conditions per existing contract.

| | |
|---|---|
| <p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p> | <p>CONFIRMED: H & J Contracting. Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Howell V. Long III</p> |
|---|---|

NOTES:
1. VERTICAL DATUM REFERENCES THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29).



| MINIMUM PERIMETER AND INTERIOR BERM ELEVATIONS | | |
|--|----------------------------|---|
| BERM ID | MINIMUM ELEVATION (NGVD29) | NOTES |
| A | 22.50 24.0 | SEE SFWMD PERMIT APPLICATION NO. 190419-9 FOR PERMITTED BERM DESIGN INFORMATION. |
| B | 24.0 | SEE SFWMD PERMIT APPLICATION NO. 190419-9 FOR PERMITTED BERM DESIGN INFORMATION. |
| C | 25.0 | SEE SFWMD PERMIT APPLICATION NO. 190419-9 FOR PERMITTED BERM DESIGN INFORMATION. |
| D | 22.0 | SEE SFWMD PERMIT APPLICATION NO. 190419-9 FOR PERMITTED BERM DESIGN INFORMATION. |
| E | 22.6 | SEE SFWMD PERMIT APPLICATION NO. 190419-9 FOR PERMITTED BERM DESIGN INFORMATION. |
| F | 22.6 | SEE SFWMD PERMIT APPLICATION NO. 160822-4 FOR PERMITTED BERM INFORMATION. |
| G | 22.8 | SEE SFWMD PERMIT APPLICATION NO. 201223-4965 FOR PERMITTED BERM DESIGN INFORMATION. |
| H | 21.7 | SEE SFWMD PERMIT APPLICATION NO. 210719-6864 FOR PERMITTED BERM DESIGN INFORMATION. |
| I-1 | 21.7 | SEE SFWMD PERMIT APPLICATION NO. 190603-11 FOR PERMITTED BERM DESIGN INFORMATION. |
| I-2 | 21.7 | SEE SFWMD PERMIT APPLICATION NO. 190603-11 FOR PERMITTED BERM DESIGN INFORMATION. |
| J-1 | 21.7 | SEE SFWMD PERMIT APPLICATION NO. 201223-4965 FOR PERMITTED BERM DESIGN INFORMATION. |
| J-2 | 22.8 | SEE SFWMD PERMIT APPLICATION NO. 201223-4965 FOR PERMITTED BERM DESIGN INFORMATION. |
| K-1 | 21.7 | SEE SFWMD PERMIT APPLICATION NO. 201223-4965 FOR PERMITTED BERM DESIGN INFORMATION. |
| K-2 | 22.8 | SEE SFWMD PERMIT APPLICATION NO. 201223-4965 FOR PERMITTED BERM DESIGN INFORMATION. |

NGVD (-) 1.50 = NAVD

DWG: F:\ballbavem\CAD\EX-HIBITS\20220605_Berm Cross Sections.dwg PLOT DATE: Oct 03, 2022 - 10:52am

| | | | | |
|-----------------|--|-----------------|---|-----------------------|
| FL. REG. NO. 48 | MOCK • ROOS | FL. L.B. NO. 48 | AVENIR DEVELOPMENT | DATE: OCTOBER 2022 |
| | CONSULTING ENGINEERS | | PERIMETER AND INTERIOR BERM INFORMATION | P.A. NO. C0024.12 |
| | 5720 Corporate Way, West Palm Beach, Florida 33407 | | ENVIRONMENTAL RESOURCE PERMIT | APP. NO. 220609-34728 |
| | (561) 683-3113, fax 478-7248 | | CONCEPTUAL MODIFICATION | EXHIBIT 1 |
| | | | PALM BEACH GARDENS, FL | |

CHANGE ORDER NO. 4

| | | | |
|-------------------|--|---------------------------|--|
| Date of Issuance: | March 23, 2023 | Effective Date: | March 23, 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.: | 200550 |
| Engineer: | Ballbe & Associates, Inc. | Engineer's Project No.: | 201823 |
| Project: | AVENIR SPINE ROAD PHASE 3 | Contract Name: | Construction Contract (Roadway Improvements) |

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

Description:

1. Spine Road Phase 3 Entry Feature at Northlake Boulevard

Attachments:

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

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|--|
| Original Contract Price: \$3,311,730.84 | Original Contract Times: Refer to contract Exhibit "E" |
| [Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$894,493.70 | [Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___: None |
| Contract Price prior to this Change Order: \$4,206,224.54 | Contract Times prior to this Change Order: Refer to contract Exhibit "E" |

| | | |
|--|--|---|
| [Increase] [Decrease] of this Change Order \$1,801,592.99 | [Increase] [Decrease] of this Change Order None | |
| Contract Price incorporating this Change Order: \$6,007,817.53 | Contract Times with all the approved Change Orders: Refer to contract Exhibit "E" Construction Schedule | |
| <p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>4/26/2023</u></p> | <p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>Date: _____</p> | <p style="text-align: center;">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"

| Schedule A | | | |
|---------------------------------|-----------------|--|----------------------------|
| ITEM | BUDGET | NOTES | CONTRACTORS |
| ARCHITECTURAL REVISIONS | NA | | RANDALL STOFFT |
| PERMIT/IMPACT FEES | NA | | CITY OF PALM BEACH GARDENS |
| PERMIT REVISIONS | NA | | RANDALL STOFFT |
| LOT PREP | INCLUDED | | H \$ J CONTRACTING |
| SURVEY FEES | \$ 2,500.00 | | CAUFIELD AND WHEELER |
| SOIL DENSITY | \$ 1,300.00 | | GFA INTERNATIONAL |
| TEMP TOILET | \$ 750.00 | JOBSITE TOILET | UNITED SITE SERVICES |
| BOBCAT SERVICE | \$ 2,000.00 | BACKFILL / FINAL GRADING | H \$ J CONTRACTING |
| TRASH REMOVAL | \$4,000.00 | DUMPSTERS | COASTAL WASTE SYSTEMS |
| SHELL | \$166,000 | CONCRETE / MASONRY/ CARPENTRY/DENSGLAS | CARPENTER CONTRACTORS |
| STEEL/ ALUMINUM WORKS | \$ 177,770.00 | TRELLISES /CEILING FRAMED / DOME TRUSS | AAA STEEL FABRICATORS |
| GAS/FIREBOWLS | \$89,938.00 | PER PLAN | C&C DIVERSIFIED |
| ROOFING /COPPER FINIAL | \$147,300.00 | COPPER | LATITE ROOFING |
| OOLITE STONE WORKS | \$ 191,300.00 | PER PLAN | SOUTH FLORIDA MASONRY |
| PRECAST STONE WORKS | \$ 135,843.00 | PER PLAN | CAST-ONE |
| ELECTRICAL | \$32,875.00 | PER PLAN | COASTAL ELECTRIC |
| ELECTRICAL FIXTURES | TBD | SELECTION NEEDED | COASTAL ELECTRIC |
| STUCCO | \$ 14,500.00 | PER PLAN | D&ET INC |
| PAINT | \$ 10,300.00 | SHERWIN WILLIAMS SUPER PAINT | D&ET INC |
| WATER METER / BACKFLO PREVENTOR | \$12,600.00 | 1' WATER METER | LEYVA PLUMBING |
| FOUNTAINS / POOLS | \$740,000.00 | PER PLAN PLAN NEEDED | AQUA ESCAPES |
| LANDSCAPING/IRRIGATION | TBD | PER PLAN PLAN NEEDED | ARIZOZA |
| | | | |
| | | | |
| TOTAL | \$ 1,728,976.00 | | |



Centerline, Inc.

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

Date: 4/5/2023

To: Avenir Community Development District

Attn: Carlos Ballbe

**Project: Avenir Spine Road Phase 3
Coconut Blvd Entry Feature**

NOTE: The following proposal is subject to all notes & qualifications listed on the accompanying proposal presented by Aqua Escapes, Inc., dated 11/18/22.

| Item No. | Description | Qty | U/M | Unit Cost | Extension |
|----------|-----------------------------------|-----|-----|---------------|----------------------|
| 1 | Coconut Blvd Entry Feature | 1 | EA | \$ 740,000.00 | \$ 740,000.00 |
| 2 | Contractors Fee - Discounted (3%) | 1 | LS | \$ 22,200.00 | \$ 22,200.00 |
| 3 | Bonding Premium (1.2%) | 1 | LS | \$ 9,146.40 | \$ 9,146.40 |
| | | | | | |
| | | | | | \$ 771,346.40 |

Entry feature = \$1,728,976.00 (see attached)
 3% Discounted contractors fee = \$51,869.28
 Bonding Premium (1.2%) = \$20,747.71
 TOTAL = \$1,801,592.99



Custom Pools and Waterfalls

1107 4th Avenue South • Lake Worth, FL 33460 • 561.350.8586 • aewaterfalls.com

**Avenir Coconut Entry Feature Construction Proposal
November 18, 2022**

Contractor:

Aqua Escapes Inc. CPC1457918
1107 4th Ave South
Lake Worth, FL 33460

Owner:

Avenir Community Development District
Entry Feature Coconut Ext & Northlake
Palm Beach Gardens, FL

Work to be performed at the address above based on the architectural drawings from Randall Stoffit Architects 8.23.22

Avenir Coconut Entry Feature (Single Fountain)

Fountain

- 164 ln/ft perimeter
- Basin depth of 18"
- Includes (4) 2' 6" x 4' 6" columns
- Includes (4) 2' 6" x 9' 6" columns
 - Includes (4) 6" x 12" water scuppers
- Includes (5) Cascade Jets

Engineering

- Engineering drawings provided by Aqua Escapes
 - Hydraulics
 - Lighting diagram

Permit

- Aqua Escapes will handle all aspects of the permit process
 - Sub-permit

Site Work

- Locate all underground utility lines
- Excavate the area of fountain construction and drop dirt
- Compact area and perform compaction test
- Backfill fountain after stripping forms

Form & Steel

- Fountain - Form & steel based on engineer drawings with #4 rebar
- Equipment pad – Form & steel based on engineer drawings

Gunite

- Gunite of fountain structure including columns

Equipment

- (3) Jandy 2.7 HP Variable Speed Pumps
- (2) Jandy CS 200 Filters
- (1) Chlorinator
- (3) 32" Channel Drains

Plumbing

- Dig and backfill plumbing trench
- Install (3) pumps & (2) filters
- Install plumbing lines and fittings from equipment location to Fountain
- Install (1) overflow line & (1) autofill line
 - Water supply line to equipment pad by SFSH
 - Backflow preventor by SFSH
- Install check valves on the equipment set
- Install (1) vacuum line
- Install main drains
- Install fountain floor returns

Lights

- (21) Fountain Lights on Stands
- (3) 300w Transformers
- (1) Photocell
- Installation of (21) lights

Tile

- Prep & Installation of 390 sq/ft of 6"x 6" black waterline tile
 - (Material Allowance of \$10per sq/ft)
- Prep & Installation of granite on top of basin spill edge
 - (Material Allowance of \$10per sq/ft)
- Prep & Installation of tile on basin spill walls
 - (Material Allowance of \$10per sq/ft)

Plaster

- Prep & Installation of Florida Stucco Lagoon

Fountain Startup

- Initial startup and the first 30 days of Fountain maintenance are included
- Initial chemicals and the first 30 days of Fountain chemicals are included
- Maintenance will be performed as needed for the first 30 days
- Aqua Escapes will make a recommendation for a Fountain maintenance company, but the owner will be responsible for executing a maintenance contract to continue service before the end of the first 30 days

General Requirements/Exclusions

- Copper bowls by others
- Oolite by others
- Fountain coping by others
- Water supply line for autofill by SFSH
- Backflow preventer by SFSH
- Gas lines and connections for fire bowls by others
- Electrical connections by others including but not limited to the following:
 - (3) Jandy 2.7 HP Pumps
 - (21) Lights with junction boxes
 - Subpanel
- Electrical Subpanel by others
- Main structure & Roof by others
- Trellis by others
- Prominent light fixture by others
- Pre-Cast Stone Banding & Engraved text by others
- Concrete footers and slabs by others

Warranty

- Lifetime warranty on Fountain shell
- 3-year warranty on Jandy equipment
- 1-year warranty on workmanship

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR SUB CONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

CHAPTER 558 NOTICE OF CLAIM:

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

The price below includes all the insurance necessary for this project

If not accepted and executed by the owner/general contractor within 30 days from the date of this offer, this proposal is hereby withdrawn

Thank you for the opportunity and we look forward to building your project!

The total price for the completion of both entry features is \$740,000.00 (Seven Hundred Forty Thousand dollars and 00/100) which shall be paid as follows:

PAYMENT RESPONSIBILITY

PAYMENT TERMS

15% DEPOSIT

20% DAY OF EXCAVATION

20% DAY OF FORM AND STEEL COMPLETION

20% DAY OF GUNITE INSTALLATION

10% DAY OF COPING/TILE INSTALLATION

10% DAY OF PLASTER

5% FINAL

~~Interest at the maximum legal rate or 1.5% per month, whichever is lower, will be charged on any overdue account commencing on the 31st day after the day of the invoice~~

Paid when paid.

RANDY STRINGER

Print Name

Sign Name



2/08/23

Avenir Community Development District
Centerline, Inc. for Avenir Community Development District

Michael McKenzie

Print Name

Sign Name



2/8/23

Aqua Escapes

CHANGE ORDER NO. 1

| | | | |
|-------------------|--|---------------------------|--|
| Date of Issuance: | April 26, 2023 | Effective Date: | April 26, 2023 |
| Owner: | Avenir Community Development District 550 Biltmore Way Suite 1110 Coral Gables, FL 33134 | Owner's Contract No.: | N/A |
| Contractor: | ARAZOZA BROTHERS CORPORATION 15901 S.W. 242 Street Homestead, FL 33031 | Contractor's Project No.: | 1145 |
| Engineer: | Ballbe & Associates, Inc. | Engineer's Project No.: | 202021 |
| Project: | AVENIR SPINE ROAD PHASE 4 | Contract Name: | Construction Contract (Roadway Improvements) |

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


- Landscape & Irrigation additional cost based on revised plans = \$513,407.50
 - Littoral areas planting cost = \$761,303.75
 - Additional allowance to contract = \$270,662.25
- Total additional allowance to contract = \$1,545,373.50**

Attachments:

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

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Allowance: \$2,454,626.50 | Original Contract Times: N/A |
| [Increase] [Decrease] form previously approved Change Orders Allowance No. <u>0</u> to No. <u>0</u> : \$0.00 | [Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None |

| | |
|--|---|
| Contract Allowance prior to this Change Order: \$2,454,626.50 | Contract Times prior to this Change Order: Refer to contract Exhibit "E" |
| [Increase] [Decrease] of this Change Order Allowance \$1,545,373.50 | [Increase] [Decrease] of this Change Order None |
| Contract Price incorporating this Change Order: \$4,000,000.00 | Contract Times with all the approved Change Orders: N/A |

| | | |
|--|---|--|
| RECOMMENDED:  By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: <u>4/26/2023</u> | ACCEPTED: By: _____ Avenir Community Development District Date: _____ | ACCEPTED: By: _____ Centerline Inc. Randy Stringer Vice President Date: _____ |
|--|---|--|

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

EXHIBIT "A"

Arazoza Brothers Corp.

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

Project: 1384 L Avenir Spine Rd #4 - Revised Plan Update 2/23/23 - CO #1

\$2,454,626.50

| Key | Product Description | Specs | Qty | Unit Cost | Total Cost |
|-------------------------|---|--|------------|----------------|-----------------------|
| Original | Original Contract Price Total | Lump Sum | 1 | \$2,444,669.50 | \$2,444,669.50 |
| Deduct | Allamanda schottii 'Compacta'/Dwarf Bush Allamanda | 3 Gal., 18" X 15", 24" OC | (1,587.00) | \$8.00 | (\$12,696.00) |
| Deduct | Annuals | 4" Pots, 10" OC | (409.00) | \$3.00 | (\$1,227.00) |
| Deduct | Asparagus densiflorus 'Meyersii'/Foxtail Fern | 3 Gal., 12" X 12", 24" O.C. | (1,469.00) | \$7.50 | (\$11,017.50) |
| Deduct | Bursera simaruba/Gumbo Limbo | 12' Ht. X 5' Spr., 2.5' Cal., Straight Trunk | (64.00) | \$250.00 | (\$16,000.00) |
| Deduct | Calophyllum brasiliense/Brazil Beautyleaf | 12' Ht. X 6' Spr., 2.5" Cal. | (35.00) | \$550.00 | (\$19,250.00) |
| Deduct | Caryota mitis/Fishtail Palm | Clump, 12' OA Ht. X 10' Spr. | (8.00) | \$300.00 | (\$2,400.00) |
| Deduct | Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum | 7 Gal., 36" X 30", 36" OC | (53.00) | \$25.00 | (\$1,325.00) |
| Deduct | Conocarpus erectus 'Sericeus'/Silver Buttonwood | 12' Ht. X 6' Spr., 2.5" Cal., Single Trunk | (8.00) | \$450.00 | (\$3,600.00) |
| Deduct | Crinum augustum 'Queen Emma'/Queen Emma Crinum | 15 Gal., 1 PPP, 48" Ht. X 36" Spr., Specimen | (104.00) | \$90.00 | (\$9,360.00) |
| Deduct | Delonix regia/Royal Poinciana | 12' Ht. X 5' Spr., 2.5" Cal. | (15.00) | \$400.00 | (\$6,000.00) |
| Deduct | Duranta erecta 'Gold Mound'/Gold Mound Duranta | 3 Gal. 18" X 18" | (635.00) | \$8.00 | (\$5,080.00) |
| Deduct | Evolvulus glomeratus 'Blue Daze'/Blue Daze | 1 Gal., 6" X 6", 18" OC | (2,326.00) | \$4.50 | (\$10,467.00) |
| Deduct | Ficus microcarpa 'Green Island'/Green Island Ficus | 3 Gal., 12" X 12", 24" OC | (9,252.00) | \$8.00 | (\$74,016.00) |
| Deduct | Galphimia glauca/Thyallis | 3 Gal. 18" X 18" | (343.00) | \$10.00 | (\$3,430.00) |
| Deduct | Hamelia patens/Fire Bush | 3 Gal., 18" X 18", 48" OC | (340.00) | \$8.00 | (\$2,720.00) |
| Deduct | Hibiscus rosa-sinensis 'Seminole Pink'/Seminole Pink Hibiscus | 7 Gal., 30" X 24" | (186.00) | \$30.00 | (\$5,580.00) |
| Deduct | Ixora 'Nora Grant'/Nora Grant Ixora | 3 Gal., 12" X 12", 30" OC | (629.00) | \$8.00 | (\$5,032.00) |
| Deduct | Jacaranda mimosifolia/Jacaranda | 12' Ht. X 5' Spr., 2.5" Cal., Single | (34.00) | \$400.00 | (\$13,600.00) |
| Deduct | Lagerstroemia indica 'Muskogee'/Muskogee Crape Myrtle | 12' Ht. X 5' Spr., 2.5" Cal., Multi | (17.00) | \$400.00 | (\$6,800.00) |
| Deduct | Manilkara zapota 'Gigantea'/Sapodilla | 12' Ht. x 5' Spr., 2.5" Cal. | (6.00) | \$1,500.00 | (\$9,000.00) |
| Deduct | Nephrolepis exaltata/Florida Sword Fern | 3 Gal., 24" X 18" | (771.00) | \$10.00 | (\$7,710.00) |
| Deduct | Odontonema 'Purple Firespike'/Purple Firespike | 7 Gal., 36" X 24" | (77.00) | \$45.00 | (\$3,465.00) |
| Deduct | Phoenix sylvestris/Wild Date Palm | 12' CT, Diamond Cut | (3.00) | \$1,700.00 | (\$5,100.00) |
| Deduct | Plumbago auriculata/Blue Plumbago | 3 Gal., 18" Ht. x 18" Spr., 30" OC. | (1,563.00) | \$7.50 | (\$11,722.50) |
| Deduct | Podocarpus macrophyllus/Yew Pine | 25 Gal., 6' Ht. x 3' Spr. | (61.00) | \$225.00 | (\$13,725.00) |
| Deduct | Ptychosperma elegans / Alexander Palm | Single, Varying Hts., Minimum 12' CW | (20.00) | \$450.00 | (\$9,000.00) |
| Deduct | Quercus virginiana / Southern Live Oak | 22' Ht. X 10' Spr., 5" Cal., Single Straight Trunk | (1.00) | \$1,400.00 | (\$1,400.00) |
| Deduct | Quercus virginiana / Southern Live Oak | 18' Ht. X 8' Spr., 4" Cal., Single Straight Trunk | (3.00) | \$1,000.00 | (\$3,000.00) |
| Deduct | Strelitzia nicolai/Giant Bird of Paradise | 65 Gal., 8' Ht. X 5' Spr. Clump, Multi-trunk | (8.00) | \$300.00 | (\$2,400.00) |
| Deduct | Tradescantia Pallida 'Purpurea'/Purple Queen | 1 Gal., 6" X 6", 18" OC. | (3,319.00) | \$8.00 | (\$26,552.00) |
| Total Deductions | | | | | (\$302,675.00) |

| | | | | | |
|------------|--|---|----------|--------------|--------------|
| Add | Acalypha hispida/Chenille Plant | 3 Gal., 18" Ht. x 18" Spr. | 633.00 | \$10.00 | \$6,330.00 |
| Add | Acalypha wilkesiana/Copperleaf | 3 Gal. 24" X 18" | 756.00 | \$8.00 | \$6,048.00 |
| Add | Acoelorrhaphe wrightii/Paurotis Palm | 15 Gal., Clump, 6-8 Stems Per Pot, 6' Ht. x 5' Spr | 7.00 | \$500.00 | \$3,500.00 |
| Add | Acoelorrhaphe wrightii/Paurotis Palm | Field Grown Clump 10+ Canes 12' OA Ht x 10' Sp | 16.00 | \$550.00 | \$8,800.00 |
| Add | Adonidia merrillii/Christmas Palm | Triple, Staggered Ht. Trunks, Min. 18' OA Ht., M | 4.00 | \$600.00 | \$2,400.00 |
| Add | Aechmea blanchetiana/Orange'Bromeliad | 7 Gal., 30" X 24" | 156.00 | \$100.00 | \$15,600.00 |
| Add | Chrysobalanus icaco 'Red Tip'/Red Tip Cocoplum | 3 Gal., 18" X 12", 36" O.C. | 1,086.00 | \$7.50 | \$8,145.00 |
| Add | Clusia guttifera/Small-Leaf Clusia | 3 Gal., 18" X 18", 30" OC | 236.00 | \$8.00 | \$1,888.00 |
| Add | Clusia guttifera/Small-Leaf Clusia | 15 Gal., 6Ht. X 4' Spr., 38" OC Full and Dense | 12.00 | \$75.00 | \$900.00 |
| Add | Clusia Rosea/Autograph Tree | 12' Ht. X 5' Spr., 2.5" Cal. Full Canopy | 59.00 | \$700.00 | \$41,300.00 |
| Add | Conocarpus erectus 'Sericeus'/Silver Buttonwood | 12' Ht. X 6' Spr., 2.5" Cal., Multi-Trunk | 6.00 | \$450.00 | \$2,700.00 |
| Add | Conocarpus erectus/Green Buttonwood | 12' Ht. X 5' Spr., 2.5" Cal. | 10.00 | \$300.00 | \$3,000.00 |
| Add | Conocarpus Erectus/Green Buttonwood | 3 Gal. 18" X 12" Spr., 24" O.C., Full to Base and C | 1,713.00 | \$8.00 | \$13,704.00 |
| Add | Dianella tasmanica 'Variegata' / Variegated Flax Lily | 3 Gal., 18" Ht X 12" Spr. Min., 24" OC | 4,541.00 | \$8.00 | \$36,328.00 |
| Add | Duranta erecta 'Gold Mound'/Gold Mound Duranta | 7 Gal. 18" X 18" | 1,166.00 | \$30.00 | \$34,980.00 |
| Add | Filicium Decipiens / Japanese Fern Tree | 14' Ht. X 5'Spr., 5' CT, 3" Cal., Single Straight Tru | 74.00 | \$850.00 | \$62,900.00 |
| Add | Hymenocallis latifolia/Spider Lily | 3 Gal., 18" X 15" | 181.00 | \$9.00 | \$1,629.00 |
| Add | Irrigation | LS | 1.00 | \$425,000.00 | \$425,000.00 |
| Add | Liriope muscari 'Emerald Goddess' / Emerald Goddess Border Grass | 1 Gal., 12" X 12" | 5,325.00 | \$5.00 | \$26,625.00 |
| Add | Melaleuca Mulch | 3" Depth, Cubic Yard | 240.00 | \$30.00 | \$7,200.00 |
| Add | Muhlenbergia capillaris/Pink Muhly Grass | 1 Gal., 16" X 16" | 637.00 | \$8.00 | \$5,096.00 |
| Add | Podocarpus macrophyllus 'Pringles'/Dwarf Podocarpus | 3 Gal., 12" Ht. X 12" Spr, 24" OC | 2,395.00 | \$10.00 | \$23,950.00 |
| Add | Ptychosperma elegans / Alexander Palm | Triple, Staggered Hts., Minimum 14' CW | 8.00 | \$650.00 | \$5,200.00 |
| Add | Quercus virginiana / Southern Live Oak | 14' Ht. X 6' Spr., 3.5' Cal., Single Straight Trunk | 5.00 | \$700.00 | \$3,500.00 |
| Add | Roystonea elata / Florida Royal Palm | 14' GW, 22-28' OA Ht. | 1.00 | \$1,400.00 | \$1,400.00 |

Arazoza Brothers Corp.

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

| | | | | | |
|------------|---|-------------------------------------|----------|----------|-------------|
| Add | Sabal palmetto / Cabbage Palmetto | Varying Heights 12`-18` CT. | 22.00 | \$250.00 | \$5,500.00 |
| Add | Schefflera arboricola / Green Sceffera | 3 Gal., 12" Ht. X 12" Spr., 24" OC | 1,699.00 | \$8.00 | \$13,592.00 |
| Add | Schefflera arboricola 'Trinette'/Schefflera | 3 Gal., 18" X 15", 24" OC | 1,223.00 | \$7.50 | \$9,172.50 |
| Add | Serenoa repens / Saw Palmetto | 7 Gal., 18"Ht X 18" Spr., 36" OC | 71.00 | \$70.00 | \$4,970.00 |
| Add | Strelitzia reginae/Orange Bird of Paradise | 7 Gal., 36" Ht. x 24" Spr., 2-3 PPP | 196.00 | \$50.00 | \$9,800.00 |
| Add | Tabebuia heterophylla/Pink Tabebuia | 12' Ht. X 6' Spr., 2.5" Cal. | 22.00 | \$350.00 | \$7,700.00 |
| Add | Tripsacum floridanum/Fakahatchee Grass | 3 Gal., 18" X 18", 24" OC | 1,050.00 | \$7.50 | \$7,875.00 |
| Add | Zamia Pumila / Coontie | 3 Gal., 18" Ht. x 18" Spr. | 374.00 | \$25.00 | \$9,350.00 |

Total Additions \$816,082.50

Total Changes in Scope \$513,407.50

Revised Contract Amount \$2,958,077.00

\$2,968,034.40

Notes:

- * Pricing includes changes in plan updates dated 2/23/23.
- * Pricing includes changes in irrigation design, including increased mainline sizing and new Pump Station.

Arazoza Brothers Corp.(Signature)

Date

Print Name & Title

Date

Approved By (Signature)

Date

Print Name & Title

Date

Proposal

Date: February 17, 2023

To: Keith O'Brien
Avenir CDD

Project: Avenir Lakes Reforestation, Bald Cypress & Sabals

| Key | Description | Spec | Qty | Unit Cost | Total Cost |
|-----|-------------------------------------|-----------------------|-------|-----------|---------------|
| | Sabal palmetto/Sabal Palms | 10-12-14' HT | 417 | \$ 250.00 | \$ 104,250.00 |
| | Conocarpus erectus/Green Buttonwood | 12' HT | 223 | \$ 500.00 | \$ 111,500.00 |
| | Conocarpus erectus/Green Buttonwood | 14' HT | 259 | \$ 550.00 | \$ 142,450.00 |
| | Myrica cerifera/Wax Myrtle | 10' HT | 230 | \$ 250.00 | \$ 57,500.00 |
| | Taxodium distichum/Bald Cypress | 10' HT | 240 | \$ 250.00 | \$ 60,000.00 |
| | Taxodium distichum/Bald Cypress | 12' HT | 215 | \$ 450.00 | \$ 96,750.00 |
| | Taxodium distichum/Bald Cypress | 14' HT | 257 | \$ 600.00 | \$ 154,200.00 |
| | Canna flaccida/Golden Canna | Bare Root, 18-24" Ht. | 4,705 | \$ 1.25 | \$ 5,881.25 |
| | Eleocharis interstincta/ Spikerush | Bare Root, 20-24" Ht. | 5,788 | \$ 1.25 | \$ 7,235.00 |
| | Iris virginica/Blue Flag Iris | Bare Root, 18-24" Ht. | 2,595 | \$ 2.50 | \$ 6,487.50 |
| | Pontederia cordata/Pickerel Weed | Bare Root, 18-24" Ht. | 6,020 | \$ 2.50 | \$ 15,050.00 |

Total: 761,303.75

Notes...

Arazoza Bros., Corp. (Signature)

02/17/23
Date

(print name & title)

02/17/23
Date

Approved by (signature)

Date

(print name & title)

Date

CHANGE ORDER NO. 5 THRU 10

| | | | |
|-------------------|--|---------------------------|---|
| Date of Issuance: | April 26, 2023 | Effective Date: | April 26, 2023 |
| Owner: | Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410 | Owner's Contract No.: | N/A |
| Contractor: | SPF UNDERGROUND UTILITIES, INC. 1220 S.W. Dyer Point Road, Palm City, FL 34990 | Contractor's Project No.: | n/a |
| Engineer: | Ballbe & Associates, Inc. | Engineer's Project No.: | 202021 |
| Project: | AVENIR SPINE ROAD PHASE 4 | Contract Name: | Construction Contract FPL Backbone System |

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

Description:


- Install additional conduits and directional bore conduits, see attached descriptions.

Attachments:

Exhibit "A" – Change Order by SPF UNDERGROUND UTILITIES, INC.

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|--|--|
| Original Contract Price: \$275,000.00 | Original Contract Times: Refer to contract Exhibit "E" |
| [Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>4</u> : \$66,960.00 | [Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___: None |

| | |
|--|---|
| Contract Price prior to this Change Order: \$341,960.00 | Contract Times prior to this Change Order: Refer to contract Exhibit "E" |
| [Increase] [Decrease] of this Change Order \$113,481.00 | [Increase] [Decrease] of this Change Order None |
| Contract Price incorporating this Change Order: \$455,441.00 | Contract Times with all the approved Change Orders: None |

| | | |
|---|---|---|
| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|  | | |
| By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President | By: _____ Avenir Community Development District | By: _____ SPF Underground Utilities, Inc. Scott Fruggiero Vice President |
| Date: <u>4/26/2023</u> | Date: _____ | Date: _____ |

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

EXHIBIT "A"



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

Change Order Request

| | |
|-----------|----------------|
| Date | Change Order # |
| 2/27/2023 | C/O 5 |

772-263-0102

scott.spfunderground@gmail.com

| |
|--|
| Name / Address |
| Avenir Community Development District |

| | |
|----|---------|
| CO | Project |
| | Avenir |

| | |
|-------|---------------|
| Attn: | Keith O'Brien |
|-------|---------------|

| Description | Qty | Rate | Total |
|--|-----|----------|-----------|
| Avenir Spine Road Palm Beach Gardens Attn: Keith O'Brien Bore 1-6" directional bore 165' per FPL prints Bore 1 - 2" directional bore 165 ft 4 - 2" conduit per FPL prints Not included in original proposal | 2 | 6,118.75 | 12,237.50 |

| | | |
|--|--------------|-------------|
| | Total | \$12,237.50 |
|--|--------------|-------------|



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

Change Order Request

| | |
|----------|----------------|
| Date | Change Order # |
| 3/8/2023 | 30823AA |

772-263-0102

scott.spfunderground@gmail.com

CO#6

| |
|--|
| Name / Address |
| Avenir Community Development District |

| | |
|--------|---------|
| CO | Project |
| C/O #6 | Avenir |

| | |
|-------|---------------|
| Attn: | Keith O'Brien |
|-------|---------------|

| 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) | 3,600 | 2.50 | 9,000.00 |
| Purchase 4" conduit for ATT (not included in original proposal) | 3,600 | 11.00 | 39,600.00 |

| | | |
|--|--------------|-------------|
| | Total | \$48,600.00 |
|--|--------------|-------------|



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

Change Order Request

| | |
|-----------|----------------|
| Date | Change Order # |
| 3/23/2023 | C/O 7 |

772-263-0102

scott.spfunderground@gmail.com

| |
|--|
| Name / Address |
| Avenir Community Development District |

| | |
|----|---------|
| CO | Project |
| 7 | Avenir |

| | |
|-------|---------------|
| Attn: | Keith O'Brien |
|-------|---------------|

| Description | Qty | Rate | Total |
|---|-----|-----------|-----------|
| Avenir Spine Road Palm Beach Gardens Attn: Keith O'Brien Bore 1-6" directional bore 2 - 6" 150' per FPL prints Bore 1 - 2" directional bore 150 ft 3 - 2" conduit per FPL prints Not included in original proposal | 1 | 12,237.00 | 12,237.00 |

| | | |
|--|--------------|-------------|
| | Total | \$12,237.00 |
|--|--------------|-------------|



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

Change Order Request

| | |
|-----------|----------------|
| Date | Change Order # |
| 3/27/2023 | C/O 8 |

772-263-0102

scott.spfunderground@gmail.com

| |
|--|
| Name / Address |
| Avenir Community Development District |

| | |
|--------|---------|
| CO | Project |
| C/O #8 | Avenir |

| | |
|-------|---------------|
| Attn: | Keith O'Brien |
|-------|---------------|

| Description | Qty | Rate | Total |
|---|-----|-------|----------|
| Avenir Palm Beach Gardens Attn: Keith O'Brien Additional footage not originally included in proposal | | | |
| Trench and backfill for Multiple conduit install | 450 | 8.00 | 3,600.00 |
| Install 2 - 4" Conduit for ATT | 900 | 2.50 | 2,250.00 |
| Purchase 4" for ATT | 900 | 11.00 | 9,900.00 |
| Install 2 - 6" for FPL | 900 | 1.14 | 1,026.00 |
| Install 1 - 2" for FPL | 450 | 2.00 | 900.00 |
| Install 2- 2" for Comcast | 900 | 2.00 | 1,800.00 |
| Purchase 2" for Comcast | 900 | 6.60 | 5,940.00 |

| | | |
|--|--------------|-------------|
| | Total | \$25,416.00 |
|--|--------------|-------------|



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

Change Order Request

| | |
|----------|----------------|
| Date | Change Order # |
| 4/5/2023 | 40523BB |

772-263-0102

scott.spfunderground@gmail.com

| |
|--|
| Name / Address |
| Avenir Community Development District |

| | |
|--------|---------|
| CO | Project |
| C/O #9 | Avenir |

| | |
|-------|---------------|
| Attn: | Keith O'Brien |
|-------|---------------|

| Description | Qty | Rate | Total |
|---|-----|-------|----------|
| Avenir Palm Beach Gardens Attn: Keith O'Brien Additional footage not originally included in proposal | | | |
| Trench and backfill for Multiple conduit install | 250 | 8.00 | 2,000.00 |
| Install 2 - 4" Conduit for ATT | 500 | 2.50 | 1,250.00 |
| Purchase 4" for ATT | 500 | 11.00 | 5,500.00 |
| Last section added at roundabout | | | |

| | | |
|--|--------------|------------|
| | Total | \$8,750.00 |
|--|--------------|------------|



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

Change Order Request

| | |
|-----------|----------------|
| Date | Change Order # |
| 4/19/2023 | 41923AA |

772-263-0102

scott.spfunderground@gmail.com

| |
|--|
| Name / Address |
| Avenir Community Development District |

| | |
|---------|---------|
| CO | Project |
| C/O #10 | Avenir |

| | |
|-------|---------------|
| Attn: | Keith O'Brien |
|-------|---------------|

| Description | Qty | Rate | Total |
|--|-----|----------|----------|
| Avenir Palm Beach Gardens Attn: Keith O'Brien Cost of all labor to complete 6 additional road crossings Missing road on spine rd | 6 | 1,040.00 | 6,240.00 |

| | | |
|--|--------------|------------|
| | Total | \$6,240.00 |
|--|--------------|------------|

CHANGE ORDER NO. 1

| | | | |
|-------------------|--|---------------------------|--|
| Date of Issuance: | April 26, 2023 | Effective Date: | April 26, 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.: | 220592 |
| Engineer: | Ballbe & Associates, Inc. | Engineer's Project No.: | 202125 |
| Project: | AVENIR PHASE TWO LAKE INTERCONNECTS | Contract Name: | Construction Contract (Roadway Improvements) |

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

Description:

- Bond premium cost \$45,321.43

Attachments:

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

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price: \$4,770,690.90 | Original Contract Times: Refer to contract Exhibit "E" |
| [Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00 | [Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None |
| Contract Price prior to this Change Order: \$4,770,690.90 | Contract Times prior to this Change Order: Refer to contract Exhibit "E" |

| | | |
|--|---|---|
| <p>[Increase] [Decrease] of this Change Order \$45,321.43</p> | <p>[Increase] [Decrease] of this Change Order None</p> | |
| <p>Contract Price incorporating this Change Order: \$4,816,012.33</p> | <p>Contract Times with all the approved Change Orders: Refer to contract Exhibit "E" and Change Order No. 1 Exhibit "D" – Change Order No. 1 Construction Schedule</p> | |
| <p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>4/26/2023</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: 1/24/2023

To: Avenir Development LLC

Attn: Carlos Ballbe

**Project: Avenir Phase 2 Lake Interconnects
Bonding Premium**

NOTE: Proposal covers the cost to provide a bond

| Item No. | Description | Qty | U/M | Unit Cost | Extension |
|-----------------|--------------------|------------|------------|------------------|---------------------|
| 1 | Bond Premium | 1 | LS | \$ 45,321.43 | \$ 45,321.43 |
| | | | | | |
| | | | | | |
| | | | | | \$ 45,321.43 |

CHANGE ORDER NO. 6

| | | | |
|-------------------|---|---------------------------|--|
| Date of Issuance: | April 26, 2023 | Effective Date: | April 26, 2023 |
| Owner: | Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410 | Owner's Contract No.: | N/A |
| Contractor: | CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990 | Contractor's Project No.: | N/A |
| Engineer: | Ballbe & Associates, Inc. | Engineer's Project No.: | 202021 |
| Project: | AVENIR SPINE ROAD PHASE 4 | Contract Name: | Construction Contract (Roadway Improvements) |

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

Description:


1. Fill roadway median with premium soil

Attachments:

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

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price: \$7,226,510.47 | Original Contract Times: Refer to contract Exhibit "E" |
| [Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>5</u> : \$3,967,634.25 | [Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None |

| | |
|---|---|
| Contract Price prior to this Change Order: \$11,194,144.72 | Contract Times prior to this Change Order: Refer to contract Exhibit "E" |
| [Increase] [Decrease] of this Change Order \$25,410.00 | [Increase] [Decrease] of this Change Order None |
| Contract Price incorporating this Change Order: \$11,219,554.72 | Contract Times with all the approved Change Orders: None |

| | | |
|---|---|---|
| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|  | | |
| By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President | By: _____ Avenir Community Development District Virginia Cepero Chairperson | By: _____ Centerline, Inc. Randy Stringer Vice President |
| Date: <u>4/26/2023</u> | Date: _____ | Date: _____ |

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: 4/5/2023

To: Avenir Community Development District

Attn: Carlos Ballbe

**Project: Avenir Spine Road Phase 4
Roadway Island Soil Exchange**

NOTE: The following proposal is subject to all notes & qualifications listed on the accompanying proposal presented by H&J Contracting, Inc., dated 3/23/23.

| Item No. | Description | Qty | U/M | Unit Cost | Extension |
|-----------------|---------------------------------------|------------|------------|------------------|---------------------|
| 1 | Fill Center Islands with Premium Soil | 1 | LS | \$ 23,100.00 | \$ 23,100.00 |
| 2 | Contractors Fee | 1 | LS | \$ 2,310.00 | \$ 2,310.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | \$ 25,410.00 |

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

| | | | |
|--------------------------|--|--------------------|----------------|
| To: | Centerline Utilities, Inc. | Contact: | Randy Stringer |
| Address: | 2180 SW Poma Drive Palm City, FL 34990 | Phone: | 561-689-3917 |
| | | Fax: | 561-689-0017 |
| Project Name: | Avenir Spine 4 Fill Center Islands With Premium Soil | Bid Number: | Change Order |
| Project Location: | Northlake Blvd, Palm Beach Gardens, FL | Bid Date: | 3/23/2023 |

| Line # | Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|--------|---|--------------------|------|-------------|-------------|
| | 100 | Fill Center Islands With Premium Soil-Per Keith | 1.00 | LS | \$23,100.00 | \$23,100.00 |

Total Bid Price: \$23,100.00

Notes:

- Change order is to remove existing fill in islands and replace it with a premium soil mixed from a onsite source.

| | |
|---|--|
| <p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p> | <p>CONFIRMED: H & J Contracting. Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Franz Favre franz.favre@hjcontracting.com</p> |
|---|--|

Todd Hamilton

From: Franz J. Favre <Franz.Favre@hjcontracting.com>
Sent: Thursday, March 23, 2023 4:05 PM
To: Todd Hamilton
Subject: Avenir Spine 4 - Center Island CO
Attachments: Avenir Spine 4 Fill Center Islands With Premium Soil 03.23.23.pdf

Todd, the landscaper was complaining about the quality of fill in the center island on spine 4 so we removed some fill and add a blend of topsoil and muck and placed it back in the islands. We were told to do so by Keith.

Sincerely,



FRANZ FAVRE

Project Manager

H & J Contracting, Inc.

E Franz.Favre@HJContracting.com

M 561.644.5242 **O** 561.791.1953

F 561.795.9282

3160 Fairlane Farms Road
Wellington, Florida 33414

This email message and any attachments are for the sole use of the intended recipient(s) and contain confidential and/or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachments. Thank you.

This instrument prepared by:

Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401

PCN: 52-41-41-28-01-001-0011 (portion)

[Space Above This Line for Recording Data]

CORRECTIVE SPECIAL WARRANTY DEED

THIS CORRECTIVE SPECIAL WARRANTY DEED (the "Deed") is made this 5th day of April, 2022, from AVENIR DEVELOPMENT, LLC, a Florida limited liability company ("Grantor"), with an address at 777 South Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401, to AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("Grantee"), with an address at 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's successors and assigns forever, all the right, title, interest, claim and demand that Grantor has or may have in and to the following described real property (the "Property") located and situate in the County of Palm Beach and State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record; taxes and assessments for the year 2021 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by appropriate governmental authorities, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR does warrant and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

NOTE: This Corrective Special Warranty Deed is being recorded to correct errors contained in the legal description in that certain Special Warranty Deed recorded October 13, 2021 in Official Records Book 32950, Page 1580, of the Public Records of Palm Beach County, Florida. This Corrective Special Warranty Deed corrects errors in the following legal descriptions: Spine Road Phase 6 and Parcel A-21 Buffer. All other legal descriptions are unchanged.

[Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

[Signature]
Print Name: Isabel Moreira

By: [Signature]
Name: David Serviansky
Title: Vice President

[Signature]
Print Name: CLARA L. DIAZ

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of April, 2022, by David Serviansky, Vice President of Avenir Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public - State of Florida

Notary Stamp/Seal: _____

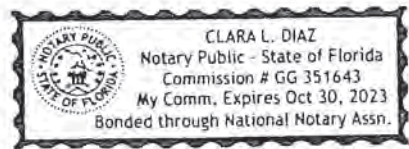


EXHIBIT "A"

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Palm Beach, State of Florida, and is described as follows:

LAKE 1:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 2672.71 FEET; THENCE, N39° 40' 37" E FOR A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING; THENCE, N50° 19' 23" W FOR A DISTANCE OF 654.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 1095.00 FEET, HAVING AN ARC DISTANCE OF 758.28 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 743.22 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 164.68 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60° 00' 00", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 104.72 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 00' 00" WEST FOR A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24° 45' 56", HAVING A RADIUS OF 290.00 FEET, HAVING AN ARC DISTANCE OF 125.35 FEET, AND WHOSE LONG CHORD BEARS NORTH 42° 22' 58" WEST FOR A DISTANCE OF 124.38 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54° 45' 56", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 95.58 FEET, AND WHOSE LONG CHORD BEARS NORTH 27° 22' 58" WEST FOR A

DISTANCE OF 91.99 FEET; THENCE, NORTH 00° 00' 00" EAST FOR A DISTANCE OF 759.95 FEET; THENCE, NORTH 90° 00' 00" EAST FOR A DISTANCE OF 170.00 FEET; THENCE, SOUTH 00° 00' 00" EAST FOR A DISTANCE OF 560.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 84° 26' 43", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 368.46 FEET, AND WHOSE LONG CHORD BEARS SOUTH 42° 13' 22" EAST FOR A DISTANCE OF 336.01 FEET; THENCE, SOUTH 84° 26' 43" EAST FOR A DISTANCE OF 104.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34° 07' 20", HAVING A RADIUS OF 1265.00 FEET, HAVING AN ARC DISTANCE OF 753.37 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 23' 03" EAST FOR A DISTANCE OF 742.28 FEET; THENCE, SOUTH 50° 19' 23" EAST, A DISTANCE OF 707.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88° 52' 41", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 77.56 FEET, AND WHOSE LONG CHORD BEARS SOUTH 05° 53' 02" EAST FOR A DISTANCE OF 70.01 FEET; THENCE, SOUTH 38° 33' 18" WEST, A DISTANCE OF 15.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 91° 07' 19", HAVING A RADIUS OF 103.00 FEET, HAVING AN ARC DISTANCE OF 163.81 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84° 06' 58" WEST FOR A DISTANCE OF 147.08 FEET TO THE POINT OF BEGINNING.

LAKE 5:

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 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 2219.35 FEET; THENCE, SOUTH 82° 48' 09" WEST FOR A DISTANCE OF 1734.13 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 03° 16' 32" WEST FOR A DISTANCE OF 44.17 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14° 44' 50", HAVING A RADIUS OF 868.00 FEET, HAVING AN ARC DISTANCE OF 223.41 FEET, AND WHOSE LONG CHORD BEARS SOUTH 10° 38' 57" WEST FOR A DISTANCE OF 222.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07° 18' 42", HAVING A RADIUS OF 1470.00 FEET, HAVING AN ARC DISTANCE OF 187.59 FEET, AND WHOSE LONG

CHORD BEARS NORTH 84° 19' 07" WEST FOR A DISTANCE OF 187.47 FEET; THENCE, NORTH 09° 37' 16" WEST FOR A DISTANCE OF 296.63 FEET; THENCE, NORTH 80° 22' 44" EAST FOR A DISTANCE OF 25.00 FEET; THENCE, NORTH 87° 40' 18" EAST FOR A DISTANCE OF 48.86 FEET; THENCE, SOUTH 79° 18' 03" EAST FOR A DISTANCE OF 202.50 FEET; THENCE, SOUTH 24° 01' 25" EAST FOR A DISTANCE OF 18.10 FEET TO THE POINT OF BEGINNING.

LAKE 6:

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 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 2219.35 FEET; THENCE, SOUTH 81° 22' 49" WEST FOR A DISTANCE OF 1197.05 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 03° 48' 57" WEST FOR A DISTANCE OF 67.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14° 18' 32", HAVING A RADIUS OF 841.00 FEET, HAVING AN ARC DISTANCE OF 210.03 FEET, AND WHOSE LONG CHORD BEARS SOUTH 10° 58' 13" WEST FOR A DISTANCE OF 209.48 FEET; THENCE, SOUTH 18° 07' 29" WEST FOR A DISTANCE OF 198.11 FEET; THENCE, NORTH 65° 34' 38" WEST FOR A DISTANCE OF 115.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02° 37' 09", HAVING A RADIUS OF 1470.00 FEET, HAVING AN ARC DISTANCE OF 67.20 FEET, AND WHOSE LONG CHORD BEARS NORTH 66° 53' 13" WEST FOR A DISTANCE OF 67.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14° 05' 16", HAVING A RADIUS OF 1187.00 FEET, HAVING AN ARC DISTANCE OF 291.86 FEET, AND WHOSE LONG CHORD BEARS NORTH 10° 19' 11" EAST FOR A DISTANCE OF 291.12 FEET; THENCE, NORTH 03° 16' 32" EAST FOR A DISTANCE OF 70.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72° 26' 50", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 63.22 FEET, AND WHOSE LONG CHORD BEARS NORTH 39° 29' 58" EAST FOR A DISTANCE OF 59.09 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38° 39' 32", HAVING A RADIUS OF 272.00 FEET, HAVING AN ARC DISTANCE OF 183.52 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84° 56' 51" EAST FOR A DISTANCE OF 180.06

FEET TO THE POINT OF BEGINNING.

LAKE 7:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 2219.35 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 562.41 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 04° 17' 21" EAST FOR A DISTANCE OF 79.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22° 24' 41", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 39.12 FEET, AND WHOSE LONG CHORD BEARS SOUTH 06° 54' 59" WEST FOR A DISTANCE OF 38.87 FEET; THENCE, SOUTH 18° 07' 20" WEST FOR A DISTANCE OF 218.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87° 45' 56", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 76.59 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 00' 18" WEST FOR A DISTANCE OF 69.32 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08° 32' 06", HAVING A RADIUS OF 1608.00 FEET, HAVING AN ARC DISTANCE OF 239.53 FEET, AND WHOSE LONG CHORD BEARS NORTH 69° 50' 41" WEST FOR A DISTANCE OF 239.31 FEET; THENCE, NORTH 65° 34' 38" WEST FOR A DISTANCE OF 19.96 FEET; THENCE, NORTH 04° 19' 53" EAST FOR A DISTANCE OF 23.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 40' 08", HAVING A RADIUS OF 1159.00 FEET, HAVING AN ARC DISTANCE OF 175.36 FEET, AND WHOSE LONG CHORD BEARS NORTH 08° 09' 01" EAST FOR A DISTANCE OF 175.19 FEET; THENCE, NORTH 03° 48' 57" EAST FOR A DISTANCE OF 18.41 FEET; THENCE, NORTH 81° 46' 12" EAST FOR A DISTANCE OF 16.51 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16° 09' 24", HAVING A RADIUS OF 720.00 FEET, HAVING AN ARC DISTANCE OF 203.03 FEET, AND WHOSE LONG CHORD BEARS NORTH 80° 04' 34" EAST FOR A DISTANCE OF 202.36 FEET; THENCE, NORTH 71° 59' 51" EAST FOR A DISTANCE OF 119.39 FEET; THENCE, SOUTH 31° 22' 23" EAST FOR A DISTANCE OF 25.99 FEET TO THE POINT OF BEGINNING.

LAKE 8:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 1311.30 FEET; THENCE, N39° 40' 37" E FOR A DISTANCE OF 180.00 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 135.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89° 57' 46", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 05° 20' 30" WEST FOR A DISTANCE OF 70.69 FEET; THENCE, NORTH 39° 38' 23" EAST FOR A DISTANCE OF 428.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 38' 23", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 49.81 FEET, AND WHOSE LONG CHORD BEARS NORTH 19° 49' 11" EAST FOR A DISTANCE OF 48.83 FEET; THENCE, NORTH 00° 00' 00" EAST FOR A DISTANCE OF 213.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 53° 17' 06", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 66.96 FEET, AND WHOSE LONG CHORD BEARS NORTH 26° 38' 33" WEST FOR A DISTANCE OF 64.57 FEET; THENCE, NORTH 53° 17' 06" WEST FOR A DISTANCE OF 189.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 37' 28", HAVING A RADIUS OF 438.18 FEET, HAVING AN ARC DISTANCE OF 249.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 34° 37' 34" WEST FOR A DISTANCE OF 246.15 FEET; THENCE, NORTH 18° 18' 49" WEST FOR A DISTANCE OF 75.06 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07° 48' 55", HAVING A RADIUS OF 1335.00 FEET, HAVING AN ARC DISTANCE OF 182.10 FEET, AND WHOSE LONG CHORD BEARS NORTH 75° 35' 38" EAST FOR A

DISTANCE OF 181.96 FEET; THENCE, SOUTH 10° 29' 54" EAST FOR A DISTANCE OF 15.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 74° 44' 33", HAVING A RADIUS OF 360.00 FEET, HAVING AN ARC DISTANCE OF 469.62 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 52' 10" EAST FOR A DISTANCE OF 437.02 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 45' 40", HAVING A RADIUS OF 1008.00 FEET, HAVING AN ARC DISTANCE OF 277.29 FEET, AND WHOSE LONG CHORD BEARS SOUTH 77° 21' 37" EAST FOR A DISTANCE OF 276.41 FEET; THENCE, S22° 50' 39" W FOR A DISTANCE OF 88.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16° 47' 44", HAVING A RADIUS OF 1400.00 FEET, HAVING AN ARC DISTANCE OF 410.39 FEET, AND WHOSE LONG CHORD BEARS SOUTH 31° 14' 31" WEST FOR A DISTANCE OF 408.92 FEET; THENCE, S39°38'23"W, A DISTANCE OF 566.61 FEET TO THE POINT OF BEGINNING.

LAKE 9:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 1164.74 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 1928.16 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 24° 25' 01" WEST FOR A DISTANCE OF 314.18 FEET; THENCE, SOUTH 48° 26' 49" WEST FOR A DISTANCE OF 47.08 FEET; THENCE, NORTH 50° 19' 23" WEST FOR A DISTANCE OF 239.89 FEET; THENCE, NORTH 67° 25' 48" WEST FOR A DISTANCE OF 15.69 FEET; THENCE, NORTH 50° 21' 37" WEST FOR A DISTANCE OF 15.19 FEET; THENCE, NORTH 39° 38' 23" EAST FOR A DISTANCE OF 296.11 FEET; THENCE, SOUTH 64° 42' 03" EAST FOR A DISTANCE OF 177.27 FEET; THENCE, NORTH 87° 48' 39" EAST FOR A DISTANCE OF 16.91 FEET; THENCE, SOUTH 65° 34' 59" EAST FOR A DISTANCE OF 10.83 FEET TO THE POINT OF BEGINNING.

LAKE 10:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM

BEACH COUNTY, FLORIDA, LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 1365.12 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 1408.18 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 02° 56' 51" EAST FOR A DISTANCE OF 131.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 118° 14' 48", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 123.83 FEET, AND WHOSE LONG CHORD BEARS SOUTH 56° 10' 33" WEST FOR A DISTANCE OF 102.99 FEET; THENCE, NORTH 64° 42' 03" WEST FOR A DISTANCE OF 337.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 13' 04", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.73 FEET, AND WHOSE LONG CHORD BEARS NORTH 19° 35' 31" WEST FOR A DISTANCE OF 70.84 FEET TO THE POINT OF REVERSE CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02° 40' 21", HAVING A RADIUS OF 1637.00 FEET, HAVING AN ARC DISTANCE OF 76.36 FEET, AND WHOSE LONG CHORD BEARS NORTH 24° 10' 50" EAST FOR A DISTANCE OF 76.35 FEET; THENCE, NORTH 22° 50' 39" EAST FOR A DISTANCE OF 42.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 91° 34' 42", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 79.92 FEET, AND WHOSE LONG CHORD BEARS NORTH 68° 38' 00" EAST FOR A DISTANCE OF 71.68 FEET; THENCE, SOUTH 65° 34' 38" EAST FOR A DISTANCE OF 120.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03° 55' 41", HAVING A RADIUS OF 2392.00 FEET, HAVING AN ARC DISTANCE OF 163.99 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 32' 29" EAST FOR A DISTANCE OF 163.96 FEET TO THE POINT OF REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 66° 33' 29", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 58.08 FEET, AND WHOSE LONG CHORD BEARS SOUTH 36° 13' 35" EAST FOR A DISTANCE OF 54.87 FEET TO THE POINT OF BEGINNING.

LAKE 11:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM

BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 801.54 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 1587.72 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 02° 56' 51" EAST FOR A DISTANCE OF 420.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 132° 37' 28", HAVING A RADIUS OF 92.00 FEET, HAVING AN ARC DISTANCE OF 212.96 FEET, AND WHOSE LONG CHORD BEARS SOUTH 63° 21' 53" WEST FOR A DISTANCE OF 168.50 FEET; THENCE, NORTH 50° 19' 23" WEST FOR A DISTANCE OF 298.01 FEET; THENCE, NORTH 39° 38' 23" EAST FOR A DISTANCE OF 35.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15° 13' 22", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 79.71 FEET, AND WHOSE LONG CHORD BEARS NORTH 32° 01' 42" EAST FOR A DISTANCE OF 79.47 FEET; THENCE, NORTH 24° 25' 01" EAST FOR A DISTANCE OF 276.77 FEET; THENCE, NORTH 34° 58' 46" EAST FOR A DISTANCE OF 39.88 FEET; THENCE, SOUTH 64° 42' 03" EAST FOR A DISTANCE OF 173.24 FEET TO THE POINT OF BEGINNING.

LAKE 12:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 14' 28", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 596.42 FEET, AND WHOSE LONG CHORD BEARS SOUTH 70° 44' 13" WEST FOR A DISTANCE OF 589.52 FEET; THENCE, N04° 08' 33" W FOR A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, N04° 08' 33" W FOR A DISTANCE OF 70.11 FEET; THENCE,

N26° 44' 15" E FOR A DISTANCE OF 48.29 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 81° 07' 13", HAVING A RADIUS OF 195.00 FEET, HAVING AN ARC DISTANCE OF 276.08 FEET, AND WHOSE LONG CHORD BEARS NORTH 13° 49' 21" WEST FOR A DISTANCE OF 253.06 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 67° 39' 16", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 118.08 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 33' 20" WEST FOR A DISTANCE OF 111.34 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 16° 13' 09", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 84.92 FEET, AND WHOSE LONG CHORD BEARS NORTH 05° 09' 44" EAST FOR A DISTANCE OF 84.64 FEET; THENCE, N02° 56' 51" W FOR A DISTANCE OF 1079.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19° 59' 51", HAVING A RADIUS OF 640.00 FEET, HAVING AN ARC DISTANCE OF 223.37 FEET, AND WHOSE LONG CHORD BEARS NORTH 07° 03' 04" EAST FOR A DISTANCE OF 222.24 FEET; THENCE, N17° 03' 00" E FOR A DISTANCE OF 33.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03° 52' 38", HAVING A RADIUS OF 2070.00 FEET, HAVING AN ARC DISTANCE OF 140.08 FEET, AND WHOSE LONG CHORD BEARS SOUTH 79° 19' 18" EAST FOR A DISTANCE OF 140.05 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 80° 38' 34", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 70.37 FEET, AND WHOSE LONG CHORD BEARS SOUTH 40° 56' 21" EAST FOR A DISTANCE OF 64.71 FEET; THENCE, S00° 37' 04" E FOR A DISTANCE OF 148.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 28' 11", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 18.17 FEET, AND WHOSE LONG CHORD BEARS SOUTH 01° 07' 02" WEST FOR A DISTANCE OF 18.16 FEET; THENCE, S02° 51' 07" W FOR A DISTANCE OF 110.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 47' 58", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 10.12 FEET, AND WHOSE LONG CHORD BEARS SOUTH 00° 02' 52" EAST FOR A DISTANCE OF 10.12 FEET; THENCE, S02° 56' 51" E FOR A DISTANCE OF 993.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 31° 29' 26", HAVING A RADIUS OF 450.00 FEET, HAVING AN ARC DISTANCE OF 247.33 FEET, AND WHOSE LONG CHORD BEARS SOUTH 18° 41' 34" EAST FOR A DISTANCE OF 244.22 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 11° 51' 51", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 62.12 FEET, AND WHOSE LONG CHORD BEARS SOUTH 28° 30' 21" EAST FOR A DISTANCE OF 62.01 FEET; THENCE, S22° 34' 26" E FOR A DISTANCE OF 176.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19° 15' 28", HAVING A RADIUS OF 950.00 FEET, HAVING AN ARC

DISTANCE OF 319.31 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 13' 43" WEST FOR A DISTANCE OF 317.81 FEET TO THE POINT OF BEGINNING.

LAKE 13:

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 SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 956.44 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 1018.48 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 63° 49' 16", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 55.69 FEET, AND WHOSE LONG CHORD BEARS SOUTH 11° 23' 22" WEST FOR A DISTANCE OF 52.86 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 24° 11' 49", HAVING A RADIUS OF 290.00 FEET, HAVING AN ARC DISTANCE OF 122.47 FEET, AND WHOSE LONG CHORD BEARS SOUTH 31° 12' 05" WEST FOR A DISTANCE OF 121.56 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 77° 34' 58", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 135.41 FEET, AND WHOSE LONG CHORD BEARS SOUTH 57° 53' 39" WEST FOR A DISTANCE OF 125.30 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 78° 59' 10", HAVING A RADIUS OF 80.00 FEET, HAVING AN ARC DISTANCE OF 110.29 FEET, AND WHOSE LONG CHORD BEARS SOUTH 57° 11' 33" WEST FOR A DISTANCE OF 101.76 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 51° 46' 46", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 90.37 FEET, AND WHOSE LONG CHORD BEARS SOUTH 43° 35' 21" WEST FOR A DISTANCE OF 87.33 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 192.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 13' 09", HAVING A RADIUS OF 1600.00 FEET, HAVING AN ARC DISTANCE OF 173.68 FEET, AND WHOSE LONG CHORD BEARS SOUTH 66° 22' 09" WEST FOR A DISTANCE OF 173.59 FEET; THENCE, NORTH 29° 55' 31" WEST FOR A DISTANCE OF 134.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22° 43' 28", HAVING A RADIUS OF 100.00 FEET,

HAVING AN ARC DISTANCE OF 39.66 FEET, AND WHOSE LONG CHORD BEARS NORTH 41° 17' 14" WEST FOR A DISTANCE OF 39.40 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36° 37' 25", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 191.76 FEET, AND WHOSE LONG CHORD BEARS NORTH 34° 20' 16" WEST FOR A DISTANCE OF 188.51 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 104° 52' 17", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 91.52 FEET, AND WHOSE LONG CHORD BEARS NORTH 36° 24' 35" EAST FOR A DISTANCE OF 79.27 FEET; THENCE, NORTH 88° 50' 43" EAST FOR A DISTANCE OF 194.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25° 11' 35", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 87.94 FEET, AND WHOSE LONG CHORD BEARS SOUTH 78° 33' 29" EAST FOR A DISTANCE OF 87.23 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 20° 41' 33", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 54.17 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 18' 28" EAST FOR A DISTANCE OF 53.88 FEET; THENCE, SOUTH 86° 39' 15" EAST FOR A DISTANCE OF 32.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 192° 38' 12", HAVING A RADIUS OF 195.00 FEET, HAVING AN ARC DISTANCE OF 655.62 FEET, AND WHOSE LONG CHORD BEARS NORTH 02° 58' 21" WEST FOR A DISTANCE OF 387.63 FEET; THENCE, SOUTH 80° 42' 33" WEST FOR A DISTANCE OF 74.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14° 30' 45", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 37.99 FEET, AND WHOSE LONG CHORD BEARS SOUTH 73° 27' 11" WEST FOR A DISTANCE OF 37.89 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 22° 38' 55", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 79.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 77° 31' 16" WEST FOR A DISTANCE OF 78.55 FEET; THENCE, SOUTH 88° 50' 43" WEST FOR A DISTANCE OF 212.45 FEET; THENCE, NORTH 03° 38' 37" WEST FOR A DISTANCE OF 238.92 FEET; THENCE, NORTH 87° 03' 09" EAST FOR A DISTANCE OF 86.48 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39° 09' 30", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 68.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 73° 22' 06" EAST FOR A DISTANCE OF 67.02 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 27° 54' 45", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 48.72 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 44' 44" EAST FOR A DISTANCE OF 48.24 FEET; THENCE, SOUTH 81° 42' 06" EAST FOR A DISTANCE OF 22.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 218° 18' 02", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 762.01 FEET, AND WHOSE LONG CHORD BEARS NORTH

10° 51' 07" WEST FOR A DISTANCE OF 377.86 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 27° 03' 17", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 47.22 FEET, AND WHOSE LONG CHORD BEARS SOUTH 73° 31' 31" WEST FOR A DISTANCE OF 46.87 FEET; THENCE, SOUTH 87° 03' 09" WEST FOR A DISTANCE OF 117.94 FEET; THENCE, NORTH 02° 42' 58" EAST FOR A DISTANCE OF 235.15 FEET; THENCE, NORTH 88° 05' 13" EAST FOR A DISTANCE OF 194.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 18' 41", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 79.35 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 45' 27" EAST FOR A DISTANCE OF 78.43 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 39° 03' 10", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 102.24 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81° 07' 41" EAST FOR A DISTANCE OF 100.27 FEET; THENCE, NORTH 79° 20' 44" EAST FOR A DISTANCE OF 111.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80° 08' 00", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 69.93 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 35' 16" EAST FOR A DISTANCE OF 64.37 FEET TO THE POINT OF BEGINNING.

LAKE 14:

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 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 1590.01 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 143.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.54 FEET, AND WHOSE LONG CHORD BEARS SOUTH 24° 28' 44" WEST FOR A DISTANCE OF 70.71 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 74.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18° 36' 29", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 32.48 FEET, AND WHOSE LONG CHORD BEARS SOUTH 78° 46' 59" WEST FOR A DISTANCE OF 32.33 FEET; THENCE,

SOUTH 88° 05' 13" WEST FOR A DISTANCE OF 263.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 99° 02' 53", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 86.44 FEET, AND WHOSE LONG CHORD BEARS NORTH 42° 23' 20" WEST FOR A DISTANCE OF 76.07 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43° 00' 04", HAVING A RADIUS OF 265.00 FEET, HAVING AN ARC DISTANCE OF 198.89 FEET, AND WHOSE LONG CHORD BEARS NORTH 28° 38' 09" EAST FOR A DISTANCE OF 194.25 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 28° 49' 14", HAVING A RADIUS OF 169.00 FEET, HAVING AN ARC DISTANCE OF 85.01 FEET, AND WHOSE LONG CHORD BEARS NORTH 35° 43' 34" EAST FOR A DISTANCE OF 84.12 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 48° 09' 47", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 42.03 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 23' 50" EAST FOR A DISTANCE OF 40.80 FEET; THENCE, NORTH 69° 28' 44" EAST FOR A DISTANCE OF 14.65 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 65° 11' 46", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 56.89 FEET, AND WHOSE LONG CHORD BEARS SOUTH 77° 55' 23" EAST FOR A DISTANCE OF 53.87 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 45° 13' 49", HAVING A RADIUS OF 155.00 FEET, HAVING AN ARC DISTANCE OF 122.36 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 56' 24" EAST FOR A DISTANCE OF 119.21 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 70° 02' 02", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 61.12 FEET, AND WHOSE LONG CHORD BEARS SOUTH 55° 32' 17" EAST FOR A DISTANCE OF 57.38 FEET TO THE POINT OF BEGINNING.

LAKE 15:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 8, 9, AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R3, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 2769.06 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 705.29 FEET TO THE

BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72° 34' 17", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 63.33 FEET, AND WHOSE LONG CHORD BEARS SOUTH 15° 45' 52" WEST FOR A DISTANCE OF 59.18 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 28° 54' 54", HAVING A RADIUS OF 140.00 FEET, HAVING AN ARC DISTANCE OF 70.65 FEET, AND WHOSE LONG CHORD BEARS SOUTH 37° 35' 34" WEST FOR A DISTANCE OF 69.91 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 62° 34' 32", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 54.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 54° 25' 23" WEST FOR A DISTANCE OF 51.93 FEET; THENCE, SOUTH 85° 42' 39" WEST FOR A DISTANCE OF 48.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.54 FEET, AND WHOSE LONG CHORD BEARS NORTH 49° 17' 21" WEST FOR A DISTANCE OF 70.71 FEET; THENCE, NORTH 04° 17' 21" WEST FOR A DISTANCE OF 209.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15° 12' 55", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 26.56 FEET, AND WHOSE LONG CHORD BEARS NORTH 11° 53' 48" WEST FOR A DISTANCE OF 26.48 FEET; THENCE, NORTH 19° 30' 16" WEST FOR A DISTANCE OF 139.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 82° 21' 55", HAVING A RADIUS OF 120.00 FEET, HAVING AN ARC DISTANCE OF 172.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 41' 13" WEST FOR A DISTANCE OF 158.03 FEET; THENCE, SOUTH 78° 07' 49" WEST FOR A DISTANCE OF 199.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09° 19' 07", HAVING A RADIUS OF 810.00 FEET, HAVING AN ARC DISTANCE OF 131.74 FEET, AND WHOSE LONG CHORD BEARS SOUTH 73° 28' 16" WEST FOR A DISTANCE OF 131.60 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 52° 35' 35", HAVING A RADIUS OF 401.00 FEET, HAVING AN ARC DISTANCE OF 368.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 84° 53' 30" WEST FOR A DISTANCE OF 355.30 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 55° 26' 03", HAVING A RADIUS OF 370.00 FEET, HAVING AN ARC DISTANCE OF 357.98 FEET, AND WHOSE LONG CHORD BEARS NORTH 86° 18' 44" WEST FOR A DISTANCE OF 344.18 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 21° 24' 55", HAVING A RADIUS OF 283.00 FEET, HAVING AN ARC DISTANCE OF 105.78 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 40' 42" WEST FOR A DISTANCE OF 105.16 FEET; THENCE, SOUTH 87° 23' 10" WEST FOR A DISTANCE OF 70.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41° 52' 18", HAVING A RADIUS OF 655.00 FEET, HAVING AN ARC DISTANCE OF 478.67 FEET, AND WHOSE LONG CHORD BEARS

NORTH 71° 40' 41" WEST FOR A DISTANCE OF 468.09 FEET TO THE POINT OF COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 12° 26' 58", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 43.46 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 31' 03" WEST FOR A DISTANCE OF 43.37 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 159° 18' 30", HAVING A RADIUS OF 197.10 FEET, HAVING AN ARC DISTANCE OF 548.03 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 03' 11" WEST FOR A DISTANCE OF 387.80 FEET; THENCE, SOUTH 17° 36' 04" EAST FOR A DISTANCE OF 50.21 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22° 32' 21", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 39.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 28° 52' 15" EAST FOR A DISTANCE OF 39.09 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 30° 31' 09", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 106.53 FEET, AND WHOSE LONG CHORD BEARS SOUTH 24° 52' 50" EAST FOR A DISTANCE OF 105.28 FEET; THENCE, SOUTH 09° 37' 16" EAST FOR A DISTANCE OF 430.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07° 15' 14", HAVING A RADIUS OF 1475.00 FEET, HAVING AN ARC DISTANCE OF 186.74 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 00' 16" WEST FOR A DISTANCE OF 186.61 FEET; THENCE, NORTH 12° 54' 20" WEST FOR A DISTANCE OF 292.47 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04° 42' 06", HAVING A RADIUS OF 3000.00 FEET, HAVING AN ARC DISTANCE OF 246.17 FEET, AND WHOSE LONG CHORD BEARS NORTH 10° 33' 18" WEST FOR A DISTANCE OF 246.10 FEET; THENCE, NORTH 08° 12' 15" WEST FOR A DISTANCE OF 77.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04° 11' 34", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 14.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 06° 06' 28" WEST FOR A DISTANCE OF 14.63 FEET; THENCE, NORTH 04° 00' 41" WEST FOR A DISTANCE OF 220.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 167° 36' 37", HAVING A RADIUS OF 195.00 FEET, HAVING AN ARC DISTANCE OF 570.44 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 48' 59" WEST FOR A DISTANCE OF 387.72 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 65° 45' 08", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 114.76 FEET, AND WHOSE LONG CHORD BEARS SOUTH 41° 15' 16" WEST FOR A DISTANCE OF 108.56 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 04° 02' 39", HAVING A RADIUS OF 1771.00 FEET, HAVING AN ARC DISTANCE OF 125.01 FEET, AND WHOSE LONG CHORD BEARS SOUTH 72° 06' 31" WEST FOR A DISTANCE OF 124.98 FEET TO THE POINT OF REVERSE CURVE THROUGH A CENTRAL ANGLE OF 34° 57' 37", HAVING A RADIUS OF 58.00 FEET, HAVING AN

ARC DISTANCE OF 35.39 FEET, AND WHOSE LONG CHORD BEARS SOUTH 87° 34' 00" WEST FOR A DISTANCE OF 34.84 FEET; THENCE, NORTH 74° 57' 12" WEST FOR A DISTANCE OF 57.87 FEET; THENCE, NORTH 14° 55' 14" EAST FOR A DISTANCE OF 239.41 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10° 14' 51", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 178.85 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 02' 39" EAST FOR A DISTANCE OF 178.61 FEET; THENCE, NORTH 25° 10' 05" EAST FOR A DISTANCE OF 101.37 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54° 48' 38", HAVING A RADIUS OF 128.00 FEET, HAVING AN ARC DISTANCE OF 122.45 FEET, AND WHOSE LONG CHORD BEARS NORTH 52° 34' 24" EAST FOR A DISTANCE OF 117.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20° 26' 45", HAVING A RADIUS OF 398.96 FEET, HAVING AN ARC DISTANCE OF 142.37 FEET, AND WHOSE LONG CHORD BEARS NORTH 69° 45' 20" EAST FOR A DISTANCE OF 141.61 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11° 08' 22", HAVING A RADIUS OF 470.57 FEET, HAVING AN ARC DISTANCE OF 91.49 FEET, AND WHOSE LONG CHORD BEARS NORTH 51° 15' 39" EAST FOR A DISTANCE OF 91.34 FEET; TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72° 07' 55", HAVING A RADIUS OF 162.71 FEET, HAVING AN ARC DISTANCE OF 204.84 FEET, AND WHOSE LONG CHORD BEARS NORTH 84° 16' 22" EAST FOR A DISTANCE OF 191.58 FEET; THENCE, SOUTH 59° 39' 40" EAST FOR A DISTANCE OF 514.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24° 03' 31", HAVING A RADIUS OF 278.00 FEET, HAVING AN ARC DISTANCE OF 116.73 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 37' 55" EAST FOR A DISTANCE OF 115.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 31° 46' 47", HAVING A RADIUS OF 724.44 FEET, HAVING AN ARC DISTANCE OF 401.82 FEET, AND WHOSE LONG CHORD BEARS SOUTH 51° 29' 33" EAST FOR A DISTANCE OF 396.69 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25° 13' 54", HAVING A RADIUS OF 172.00 FEET, HAVING AN ARC DISTANCE OF 75.74 FEET, AND WHOSE LONG CHORD BEARS SOUTH 79° 59' 53" EAST FOR A DISTANCE OF 75.13 FEET; THENCE NORTH 87° 23' 10" EAST FOR A DISTANCE OF 148.77 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21° 24' 55", HAVING A RADIUS OF 93.00 FEET, HAVING AN ARC DISTANCE OF 34.76 FEET, AND WHOSE LONG CHORD BEARS NORTH 76° 40' 42" EAST FOR A DISTANCE OF 34.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55° 26' 03", HAVING A RADIUS OF 560.00 FEET, HAVING AN ARC DISTANCE OF 541.80 FEET, AND WHOSE LONG CHORD BEARS SOUTH 86° 18' 44" EAST FOR A DISTANCE OF 520.92 FEET TO THE BEGINNING OF A CURVE TO THE

LEFT THROUGH A CENTRAL ANGLE OF 52° 35' 35", HAVING A RADIUS OF 211.00 FEET, HAVING AN ARC DISTANCE OF 193.68 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84° 53' 30" EAST FOR A DISTANCE OF 186.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09° 19' 07", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 162.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 73° 28' 16" EAST FOR A DISTANCE OF 162.46 FEET; THENCE NORTH 78° 07' 49" EAST FOR A DISTANCE OF 158.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41° 39' 01", HAVING A RADIUS OF 221.00 FEET, HAVING AN ARC DISTANCE OF 160.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 57° 18' 19" EAST FOR A DISTANCE OF 157.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 59' 55", HAVING A RADIUS OF 78.00 FEET, HAVING AN ARC DISTANCE OF 44.92 FEET, AND WHOSE LONG CHORD BEARS NORTH 52° 58' 46" EAST FOR A DISTANCE OF 44.30 FEET; THENCE, NORTH 69° 28' 44" EAST FOR A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING.

LAKE 18:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE QUARTER CORNER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 87° 28' 15" WEST FOR A DISTANCE OF 116.24 FEET TO THE POINT OF BEGINNING BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17° 20' 33", HAVING A RADIUS OF 135.00 FEET, HAVING AN ARC DISTANCE OF 40.86 FEET, AND WHOSE LONG CHORD BEARS SOUTH 43° 39' 30" WEST FOR A DISTANCE OF 40.71 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 55° 22' 02", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 96.63 FEET, AND WHOSE LONG CHORD BEARS SOUTH 24° 35' 24" WEST FOR A DISTANCE OF 92.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 100° 44' 15", HAVING A RADIUS OF 58.00 FEET, HAVING AN ARC DISTANCE OF 101.98 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 16' 31" WEST FOR A DISTANCE OF 89.34 FEET; THENCE, N82° 21' 22" W FOR A DISTANCE OF 79.97 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12° 53' 21", HAVING A RADIUS OF 450.00 FEET, HAVING AN ARC DISTANCE OF 101.23 FEET, AND WHOSE LONG CHORD BEARS NORTH 88° 48' 02" WEST FOR A DISTANCE OF 101.02

FEET; THENCE, SOUTH 84° 45' 17" WEST FOR A DISTANCE OF 253.44 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 142° 40' 43", HAVING A RADIUS OF 58.00 FEET, HAVING AN ARC DISTANCE OF 144.43 FEET, AND WHOSE LONG CHORD BEARS NORTH 23° 54' 21" WEST FOR A DISTANCE OF 109.90 FEET; THENCE, N47° 26' 01" E FOR A DISTANCE OF 332.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27° 58' 20", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 24.41 FEET, AND WHOSE LONG CHORD BEARS NORTH 33° 26' 51" EAST FOR A DISTANCE OF 24.17 FEET; THENCE, NORTH 19° 27' 41" EAST FOR A DISTANCE OF 20.76 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 110° 01' 53", HAVING A RADIUS OF 58.00 FEET, HAVING AN ARC DISTANCE OF 111.38 FEET, AND WHOSE LONG CHORD BEARS NORTH 74° 28' 37" EAST FOR A DISTANCE OF 95.04 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23° 35' 46", HAVING A RADIUS OF 611.85 FEET, HAVING AN ARC DISTANCE OF 251.98 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 18' 19" EAST FOR A DISTANCE OF 250.20 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 109° 05' 26", HAVING A RADIUS OF 58.00 FEET, HAVING AN ARC DISTANCE OF 110.43 FEET, AND WHOSE LONG CHORD BEARS SOUTH 19° 33' 29" EAST FOR A DISTANCE OF 94.49 FEET TO THE POINT OF BEGINNING.

LAKE 20:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL

ANGLE OF 31° 04' 57", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 499.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 65° 51' 52" WEST FOR A DISTANCE OF 493.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 08° 35' 40" WEST FOR A DISTANCE OF 71.98 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 35° 46' 04", HAVING A RADIUS OF 58.00 FEET, HAVING AN ARC DISTANCE OF 36.21 FEET, AND WHOSE LONG CHORD BEARS SOUTH 26° 28' 41" WEST FOR A DISTANCE OF 35.62 FEET; THENCE, SOUTH 44° 21' 43" WEST FOR A DISTANCE OF 366.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11° 22' 07", HAVING A RADIUS OF 270.00 FEET, HAVING AN ARC DISTANCE OF 53.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 38° 40' 39" WEST FOR A DISTANCE OF 53.49 FEET; THENCE, SOUTH 32° 59' 36" WEST FOR A DISTANCE OF 162.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57° 00' 24", HAVING A RADIUS OF 78.00 FEET, HAVING AN ARC DISTANCE OF 77.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 61° 29' 48" WEST FOR A DISTANCE OF 74.44 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 90.00 FEET; THENCE, NORTH 00°00'00" WEST, A DISTANCE OF 368.38 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 31' 30" EAST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" EAST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 28' 30" EAST FOR A DISTANCE OF 98.56 FEET; THENCE, N90°00'00"E, A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08° 35' 40", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 138.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 85° 42' 10" EAST FOR A DISTANCE OF 137.87 FEET TO THE POINT OF BEGINNING.

LAKE 21:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 1303.40 FEET; THENCE, S39° 40' 37" W FOR A DISTANCE OF 331.93 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07° 53' 55", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 206.78 FEET, AND WHOSE LONG CHORD BEARS SOUTH 43° 57' 56" EAST FOR A DISTANCE OF 206.62 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22° 03' 52", HAVING A RADIUS OF 750.00 FEET, HAVING AN ARC DISTANCE OF 288.82 FEET, AND WHOSE LONG CHORD BEARS SOUTH 51° 02' 55" EAST FOR A DISTANCE OF 287.04 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13° 36' 33", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 237.53 FEET, AND WHOSE LONG CHORD BEARS SOUTH 55° 16' 35" EAST FOR A DISTANCE OF 236.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33° 17' 27", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 58.10 FEET, AND WHOSE LONG CHORD BEARS SOUTH 31° 49' 35" EAST FOR A DISTANCE OF 57.29 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54° 01' 07", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 141.42 FEET, AND WHOSE LONG CHORD BEARS SOUTH 42° 11' 24" EAST FOR A DISTANCE OF 136.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 112° 23' 22", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 98.08 FEET, AND WHOSE LONG CHORD BEARS SOUTH 13° 00' 17" EAST FOR A DISTANCE OF 83.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54° 01' 18", HAVING A RADIUS OF 237.17 FEET, HAVING AN ARC DISTANCE OF 223.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 16° 10' 45" WEST FOR A DISTANCE OF 215.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 102° 48' 30", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 107.66 FEET, AND WHOSE LONG CHORD BEARS SOUTH 40° 34' 21" WEST FOR A DISTANCE OF 93.79 FEET; THENCE, NORTH 88° 01' 23" WEST FOR A DISTANCE OF 43.75 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08° 09' 42", HAVING A RADIUS OF 600.00 FEET, HAVING AN ARC DISTANCE OF 85.47 FEET, AND WHOSE LONG CHORD BEARS NORTH 83° 56' 33" WEST FOR A DISTANCE OF 85.40 FEET; THENCE, NORTH 79° 51' 42" WEST FOR A DISTANCE OF 33.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07° 44' 02", HAVING A RADIUS OF

1000.00 FEET, HAVING AN ARC DISTANCE OF 134.98 FEET, AND WHOSE LONG CHORD BEARS NORTH 83° 43' 43" WEST FOR A DISTANCE OF 134.88 FEET; THENCE, NORTH 87° 35' 44" WEST FOR A DISTANCE OF 58.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09° 15' 38", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 242.44 FEET, AND WHOSE LONG CHORD BEARS SOUTH 87° 46' 27" WEST FOR A DISTANCE OF 242.18 FEET; THENCE, SOUTH 83° 08' 38" WEST FOR A DISTANCE OF 29.37 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 105° 37' 22", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 110.61 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 02' 41" WEST FOR A DISTANCE OF 95.60 FEET; THENCE, NORTH 08° 46' 00" EAST FOR A DISTANCE OF 31.81 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21° 18' 18", HAVING A RADIUS OF 550.00 FEET, HAVING AN ARC DISTANCE OF 204.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 01° 53' 09" WEST FOR A DISTANCE OF 203.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12° 16' 59", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 42.88 FEET, AND WHOSE LONG CHORD BEARS NORTH 06° 23' 48" WEST FOR A DISTANCE OF 42.79 FEET; THENCE, NORTH 00° 15' 18" WEST FOR A DISTANCE OF 87.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 40° 34' 51", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 70.83 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 32' 44" WEST FOR A DISTANCE OF 69.36 FEET; THENCE, NORTH 40° 50' 09" WEST FOR A DISTANCE OF 72.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40° 34' 51", HAVING A RADIUS OF 150.00 FEET, HAVING AN ARC DISTANCE OF 106.24 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 32' 44" WEST FOR A DISTANCE OF 104.03 FEET; THENCE, NORTH 00° 15' 18" WEST FOR A DISTANCE OF 87.95 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25° 30' 18", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 44.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 13° 00' 28" WEST FOR A DISTANCE OF 44.15 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 85° 42' 03", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 74.79 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 05' 25" EAST FOR A DISTANCE OF 68.01 FEET; THENCE, NORTH 59° 56' 26" EAST FOR A DISTANCE OF 44.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 14' 00", HAVING A RADIUS OF 600.00 FEET, HAVING AN ARC DISTANCE OF 138.58 FEET, AND WHOSE LONG CHORD BEARS NORTH 53° 19' 26" EAST FOR A DISTANCE OF 138.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 85° 22' 41", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 74.51 FEET, AND WHOSE LONG CHORD BEARS NORTH 89° 23' 46" EAST FOR A DISTANCE OF 67.80 FEET TO THE POINT OF BEGINNING.

SPINE ROAD 4:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 637.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 624.44 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, S00°00'00"E, A DISTANCE OF 17.00 FEET; THENCE, N90°00'00"W, A DISTANCE OF 160.00 FEET; THENCE, N00°00'00"E, A DISTANCE OF 17.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, N90°00'00"W, A DISTANCE OF 17.00 FEET; THENCE, N00°00'00"E, A DISTANCE OF 160.00 FEET; THENCE, N90°00'00"E, A DISTANCE OF 17.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 28' 30" EAST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61

FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" EAST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 31' 30" EAST FOR A DISTANCE OF 98.56 FEET; THENCE, N00°00'00"E, A DISTANCE OF 651.84 FEET; THENCE, N90°00'00"E, A DISTANCE OF 190.00 FEET; THENCE, S00°00'00"E, A DISTANCE OF 723.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 28' 35", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 23.52 FEET, AND WHOSE LONG CHORD BEARS SOUTH 52° 18' 44" EAST FOR A DISTANCE OF 23.47 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 03", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" EAST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 28' 30" EAST FOR A DISTANCE OF 98.56 FEET; THENCE, N90°00'00"E, A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 747.89 FEET, AND WHOSE LONG CHORD BEARS SOUTH 70° 09' 41" EAST FOR A DISTANCE OF 733.04 FEET ; THENCE, S50°19'23"E, A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 970.00 FEET, HAVING AN ARC DISTANCE OF 1253.82 FEET, AND WHOSE LONG CHORD BEARS SOUTH 87° 21' 12" EAST FOR A DISTANCE OF 1168.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1580.00 FEET, HAVING AN ARC DISTANCE OF 382.28 FEET, AND WHOSE LONG CHORD BEARS NORTH 62° 32' 51" EAST FOR A DISTANCE OF 381.35 FEET; THENCE, N69°28'44"E, A DISTANCE OF 349.54 FEET; THENCE, S20°31'16"E, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

SPINE ROAD PHASE 5 :

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64

FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 637.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 624.44 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, S00°00'00"E, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE, S00°00'00"E, A DISTANCE OF 1837.71 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33° 26' 47", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 630.45 FEET, AND WHOSE LONG CHORD BEARS SOUTH 16° 43' 24" WEST FOR A DISTANCE OF 621.54 FEET; THENCE, S33°26'47"W, A DISTANCE OF 950.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32° 47' 43", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 526.59 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17° 02' 56" WEST FOR A DISTANCE OF 519.43 FEET; THENCE, S00°39'05"W, A DISTANCE OF 427.54 FEET; THENCE, S07°52'46"E, A DISTANCE OF 202.24 FEET; THENCE, S00°39'05"W, A DISTANCE OF 335.17 FEET; THENCE, S44°20'55"E, A DISTANCE OF 141.42 FEET; THENCE, N89°20'56"W, A DISTANCE OF 213.46 FEET; THENCE, N88°54'50"W, A DISTANCE OF 207.30 FEET; THENCE, N45°52'07"E, A DISTANCE OF 141.96 FEET; THENCE, N00°39'05"E, A DISTANCE OF 333.61 FEET; THENCE, N09°10'55"E, A DISTANCE OF 202.24 FEET; THENCE, N00°39'05"E, A DISTANCE OF 427.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 47' 43", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 618.18 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 02' 56" EAST FOR A DISTANCE OF 609.77 FEET; THENCE, N33°26'47"E, A DISTANCE OF 950.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33° 26' 47", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 537.05 FEET, AND WHOSE LONG CHORD BEARS NORTH 16° 43' 24" EAST FOR A DISTANCE OF 529.46 FEET; THENCE, N00°00'00"E, A DISTANCE OF 1837.71 FEET; THENCE, N90°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

SPINE ROAD PHASE 6:

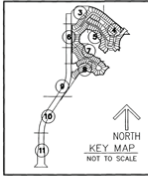
A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 637.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 624.44 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, S00°00'00"E, A DISTANCE OF 17.00 FEET; THENCE, N90°00'00"W, A DISTANCE OF 160.00 FEET; THENCE, N00°00'00"E, A DISTANCE OF 17.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, N90°00'00"W, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE, N90°00'00"W, A DISTANCE OF 3304.00 FEET; THENCE, N01°28'46"E, A DISTANCE OF 160.05 FEET; THENCE, N90°00'00"E, A DISTANCE OF 3299.87 FEET; THENCE, S00°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

PARCEL A-21 BUFFER:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE QUARTER CORNER OF SECTION 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 88° 34' 05" WEST ALONG THE SOUTH LINE OF PARCEL A-1 FOR A DISTANCE OF 432.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, NORTH 88° 34' 05" WEST FOR A DISTANCE OF 2085.29 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 01° 25' 55" EAST FOR A DISTANCE OF 25.00 FEET; THENCE, SOUTH 88° 34' 05" EAST FOR A DISTANCE OF 2085.15 FEET; THENCE, SOUTH 01° 06' 43" WEST FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.



AVENIR - POD 20

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 65, 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
7800 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)992-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
FEBRUARY 2023

114

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 DIRECTORS AND ITS CORPORATE SEAL TO BE AFFIXED HERETO, THIS 13 DAY OF February, 2023.

AVENIR COMMUNITY DEVELOPMENT DISTRICT
PRINT NAME: Michele Roy
BY: Michele Roy
PRINT NAME: Dayana Cruz

AVENIR COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGEMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X PHYSICAL PRESENCE OR MC ONLINE INSTRUMENTATION, THIS 13 DAY OF February, 2023, BY Michele Roy, CHAIRMAN OF THE BOARD OF DIRECTORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED MC AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 13 DAY OF February, 2023.
MY COMMISSION EXPIRES: None
COMMISSION NUMBER: None
PRINT NAME: None



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

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

IN WITNESS WHEREOF, THE AVENIR - POD 20 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY THE PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS 13 DAY OF February, 2023.

AVENIR - POD 20 NEIGHBORHOOD ASSOCIATION, INC. A FLORIDA CORPORATION NOT FOR PROFIT.
PRINT NAME: Michele Roy
BY: Michele Roy
PRINT NAME: Dayana Cruz

AVENIR - POD 20 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT. ACKNOWLEDGEMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X PHYSICAL PRESENCE OR MC ONLINE INSTRUMENTATION, THIS 13 DAY OF February, 2023, BY Michele Roy, PRESIDENT OF THE 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 MC AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 13 DAY OF February, 2023.
MY COMMISSION EXPIRES: None
COMMISSION NUMBER: None
PRINT NAME: None



MORTGAGEE'S JOINDER AND CONSENT:

STATE OF FLORIDA
THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREIN AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND OFFERED. IT HAS REVIEWED THE INSTRUMENT AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2023A, AT PAGE 194, AS AMENDED BY THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAG COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS AUTHORIZED REPRESENTATIVE BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS 13 DAY OF February, 2023.

AVENIR HOLDINGS, LLC
A FLORIDA LIMITED LIABILITY COMPANY
BY: Rosa Fossen Schramke
NAME: Rosa Fossen Schramke
TITLE: Vice President
WITNESS: Dayana Cruz

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X PHYSICAL PRESENCE OR MC ONLINE INSTRUMENTATION, THIS 13 DAY OF February, 2023, BY Rosa Fossen Schramke, VP ON BEHALF OF AVENIR HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED MC AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 13 DAY OF February, 2023.
MY COMMISSION EXPIRES: None
COMMISSION NUMBER: None
PRINT NAME: None



CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:

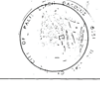
STATE OF FLORIDA
COUNTY OF PALM BEACH

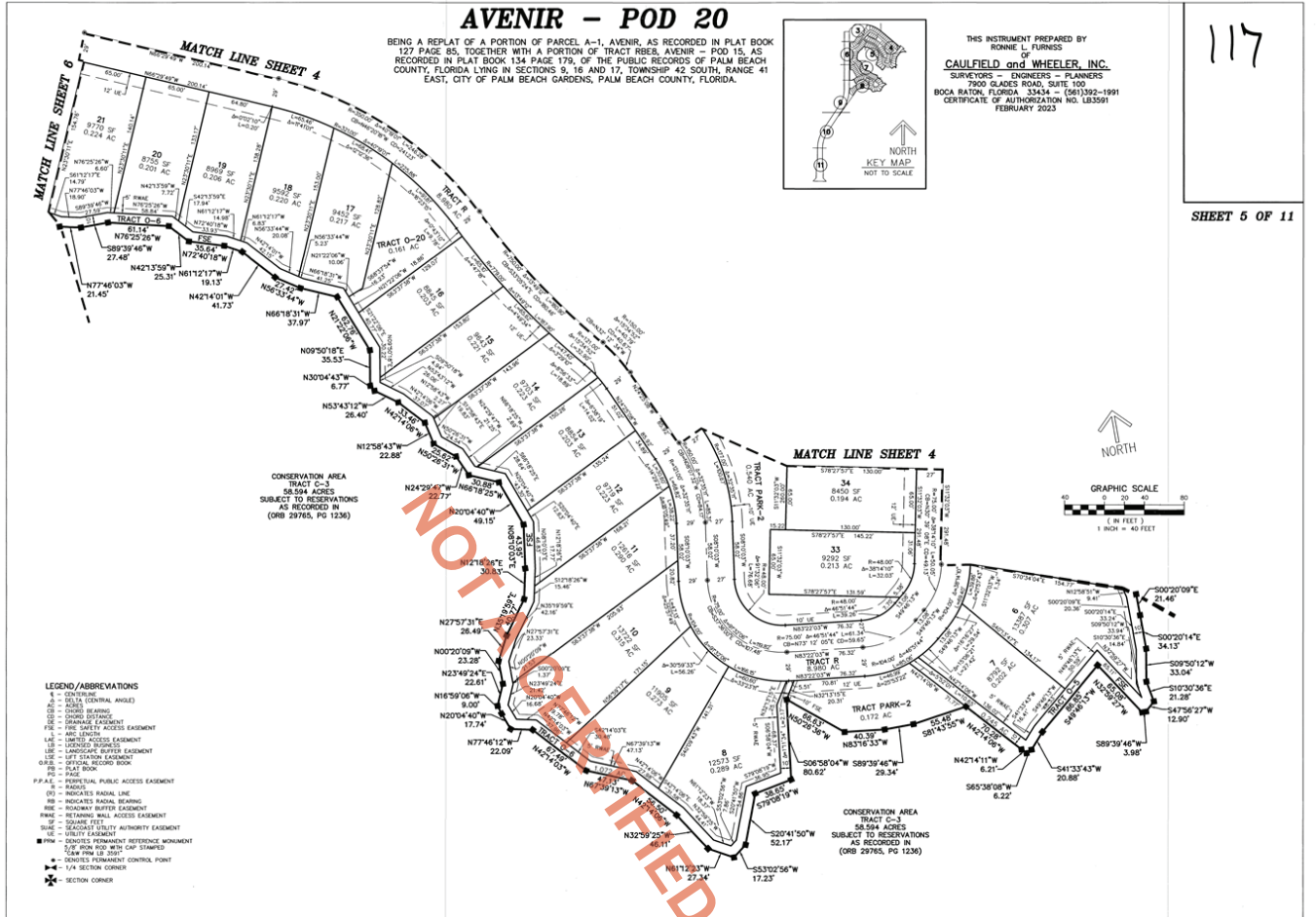
THIS PLAT WAS APPROVED FOR RECORD, THIS 13 DAY OF February, 2023.
BY: None
NAME: None
TITLE: None
CITY CLERK

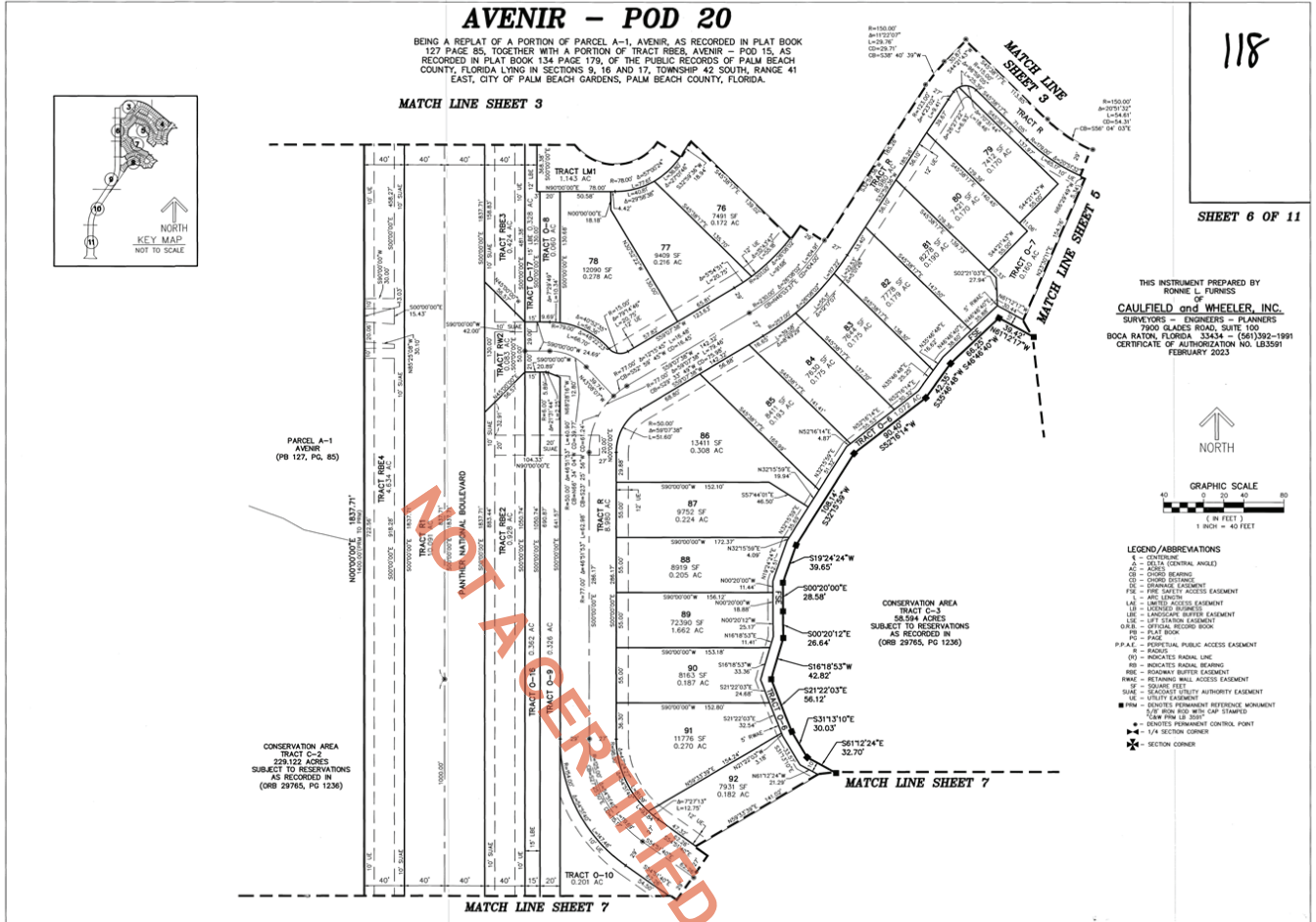
CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:

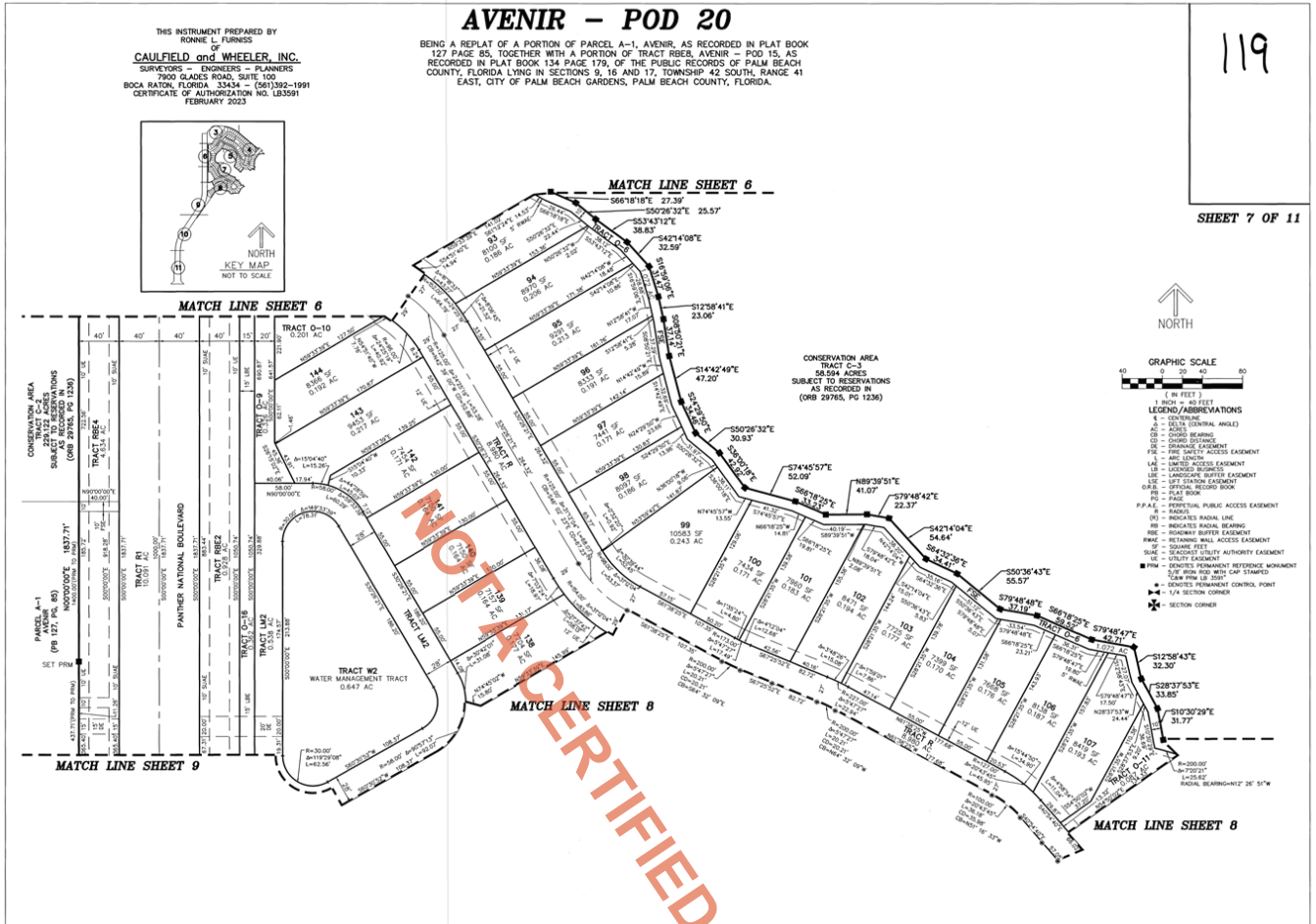
THIS PLAT HAS BEEN REVIEWED FOR CONFORMANCE IN ACCORDANCE WITH CHAPTER 177.01(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF PALM BEACH GARDENS. THIS REVIEW DOES NOT PRECLUDE THE VERIFICATION OF GEOMETRIC DATA OR THE FIELD VERIFICATION OF MONUMENTS AT LOT CORNERS.
THIS 13 DAY OF February, 2023.

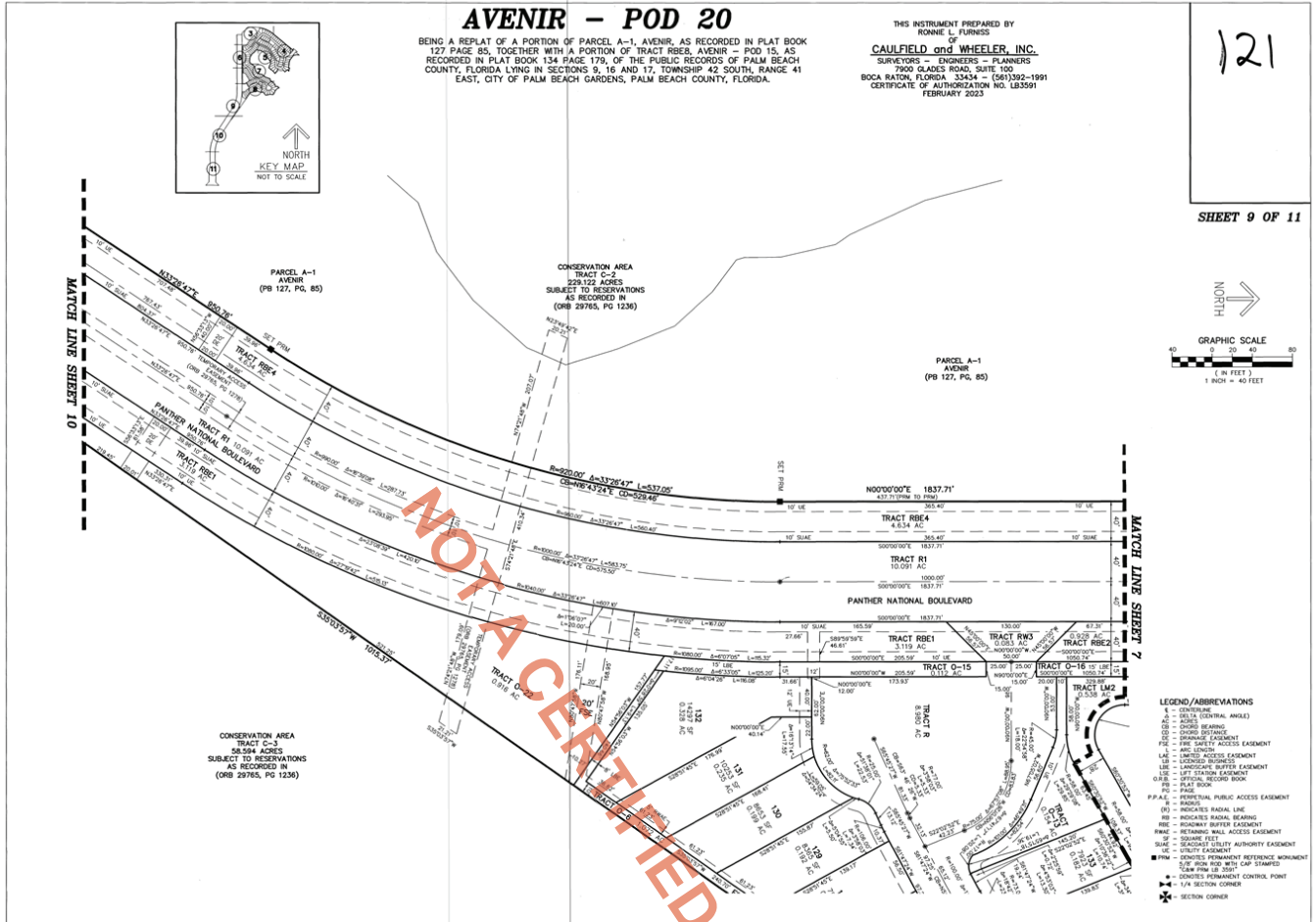
WITNESS MY HAND AND OFFICIAL SEAL THIS 13 DAY OF February, 2023.
CITY OF PALM BEACH GARDENS
CITY CLERK













**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company, Florida Agency Escrow Team

Issuing Office:

Issuing Office's ALTA® Registry ID:

Commitment Number: 7222-6400420

Issuing Office File Number: Avenir Community Development District

Property Address: METES AND BOUNDS, TBD, FL

Revision Number:

SCHEDULE A

1. Commitment Date: April 04, 2023 at 8:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: Avenir Community Development District, a local unit of special purpose government
Proposed Amount of Insurance: \$25,000.00
The estate or interest to be insured: See Item 3 below
 - b. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Avenir Development, LLC, a Florida limited liability company, by virtue of [Book 32576, Page 1357](#).
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company, Florida Agency Escrow Team

By: _____
Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Issuing Office File Number: Avenir Community Development District

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a) Warranty Deed from Avenir Development, LLC, a Florida limited liability company, to Avenir Community Development District, a local unit of special purpose government. In connection with said deed, we will further require regarding the grantor:
 - i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
 - ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
 - iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
 - iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



- vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and
 - vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.
5. Partial Release of Mortgage, releasing the land to be insured from encumbrance of the Mortgage from Avenir Development, LLC, a Florida limited liability company in favor of Avenir Holdings, LLC, a Florida limited liability company, recorded June 11, 2021 in [Book 32576, Page 1396](#), together with and as modified by: Notice of Limitation of Future Advances executed by Avenir Development, LLC, a Florida limited liability company and Avenir Holdings, LLC, a Florida limited liability company recorded May 5, 2022 in Official Records [Book 33530, Page 1411](#); Mortgage Modification, Future Advance and Spreader Agreement recorded October 26, 2022 in [Book 33913, Page 1611](#); Mortgage Modification, Future Advance and Spreader Agreement recorded January 20, 2023 in [Book 34080, Page 1588](#). Note: Obtain affidavit from note holder, with a copy of the note, certifying that this is a true and correct copy of the note, they have the original note in their possession and they are the owner and holder of the note. The original partial release must be in hand prior to closing.
 6. If the amount of insurance to be issued exceeds the authority of the agent under the existing Agency Agreement with the Company, the Company requires that the agent obtain specific underwriting approval from First American.
 7. In relation to the Notice(s) of Commencement, recorded in [Book 32604, Page 1901](#), on June 21, 2021, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure.
 8. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
 9. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmen's liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



10. Note: The following is for informational purposes only and is given without assurance or guarantee: 2022 taxes show **PAID**. The gross amount is \$324,643.22 for Tax Identification No. 52-41-41-28-01-001-0128.

11. Release of Memorandum of Agreement between Avenir Holdings, LLC, a Florida limited liability company and Avenir Development, LLC, a Florida limited liability company recorded June 11, 2021 in [Book 32576, Page 1378](#).

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

Note: All of the recording information contained herein refers to the Public Records of PALM BEACH County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. Reservation of one-half of the oil and mineral rights by Colorado Development Company contained in Warranty Deed recorded in Deed [Book 943, Page 333](#), Public Records of Palm Beach County, Florida. Said rights conveyed by instruments recorded in Official Records [Book 899, Page 214](#); Official Records [Book 1802, Page 266](#); Official Records [Book 3710, Page 1109](#); Official Records [Book 3710, Page 1111](#); Official Records [Book 5302, Page 1896](#); Official Records [Book 5302, Page 1897](#); Official Records [Book 5302, Page 1898](#); Official Records [Book 5926, Page 1774](#); Official Records [Book 8320, Page 686](#); Official Records [Book 8611, Page 1722](#); Official Records [Book 16747, Page 304](#); Reservation of ingress and egress easements contained in Agreement recorded August 6, 1973, in Official Records [Book 2196, Page 717](#); Notice of Interest recorded December 30, 1975, in Official Records [Book 2492, Page 1359](#); Release of Surface Rights recorded January 4, 2001, in Official Records [Book 12236, Page 199](#) (as to that portion of the subject property which lies within the Embankment Easement as described in the Order of Taking recorded in Official Records [Book 12173, Page 5](#)); and Release of Surface Rights (as to all remaining encumbered lands) recorded October 31, 2012, in Official Records [Book 25564, Page 1330](#), Public Records of Palm Beach County, Florida.
10. Reservations contained in Deed from the Board of Education of the State of Florida recorded in Deed Book 948, Page 454; as affected by Release of Canal and Mineral Reservations (releasing the canal reservations and the right of entry for the mineral reservations) recorded August 26, 2014, in Official Records [Book 27002, Page 178](#), Public Records of Palm Beach County, Florida. (affects the West 1/2 and the Northeast 1/4 of Section 16, Township 42 South, Range 41 East) ALL RIGHTS OF ENTRY, ACCESS AND EXPLORATION ARE RELEASED, PURSUANT TO RELEASE OF SURFACE RIGHTS RECORDED OCTOBER 31, 2012, IN OFFICIAL RECORDS [BOOK 25564, PAGE 1330](#), PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
11. Amended Potable Water, Reclaimed Water and Wastewater Utilities Franchise and Service Area Agreement recorded October 21, 2004, in Official Records [Book 17664, Page 583](#), Public Records of Palm Beach County, Florida.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



12. Notice of Interest in favor of Seacoast Utility Authority recorded May 8, 2014, in Official Records [Book 26779, Page 403](#), Public Records of Palm Beach County, Florida.
13. Notice of Establishment of the Avenir Community Development District recorded February 8, 2017, in Official Records [Book 28883, Page 378](#), Public Records of Palm Beach County, Florida.
14. Final Judgment (CDD Bonds) recorded June 23, 2017, in Official Records [Book 29176, Page 701](#), Public Records of Palm Beach County, Florida.
15. Blanket Communications Easement Agreement in favor of AV Broadband, LLC, a Florida limited liability company recorded November 1, 2017, in Official Records [Book 29442, Page 525](#); together with a First Amendment to Blanket Communications Easement recorded May 23, 2018, in Official Records [Book 29872, Page 294](#); and together with Second Amendment recorded April 12, 2019, in Official Records [Book 30540, Page 376](#).
16. Memorandum of Developer Agreement recorded April 4, 2018, in Official Records [Book 29758, Page 993](#); as affected by First Amendment recorded September 5, 2018, in Official Records [Book 30102, Page 1973](#), Public Records of Palm Beach County, Florida.
17. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of AVENIR - POD 20, as recorded in Plat [Book 135, Page\(s\) 113-123](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
18. Recorded Notice of Environmental Resource Permit recorded February 12, 2020, in Official Records [Book 31222, Page 1433](#), Public Records of Palm Beach County, Florida. NOTE: "This Notice is for informational purposes only. It is not intended to be a lien, encumbrance or cloud on the title of the premises."
19. Final Judgment (for validation of revenue bonds for Avenir Community Development District) recorded June 16, 2020, in Official Records [Book 31498, Page 1389](#), Public Records of Palm Beach County, Florida.
20. Collateral Assignment and Assumption of Development Rights Relating to Avenir (Assessment Area Two Project, Panther National Project, and 2021B Project) recorded October 4, 2021 in Official Records [Book 32926, Page 395](#).
21. Declaration of Consent to Jurisdiction of the Avenir Community Development District (Imposition of Special Assessments, and Imposition of Lien of Record, Assessment Area Two, - 2021A Project and Panther National Project) recorded October 4, 2021 in Official Records [Book 32926, page 430](#).

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



22. Declaration of Consent to Jurisdiction of the Avenir Community Development District (Imposition of Assessments, and Imposition of Lien of Record, Assessment Area Two - 2021B Project) recorded October 4, 2021 in Official Records [Book 32926, Page 460](#).
23. Lien of Record of Avenir Community Development District (Assessment Area Two - 2021A Project and Panther National Project) recorded October 4, 2021 in Official Records [Book 32926, Page 478](#).
24. Lien of Record of Avenir Community Development District (Assessment Area Two - 2021B Project) recorded October 4, 2021 in Official Records [Book 32926, page 505](#).
25. True-Up Agreement (Series 2021A-1 Bonds and Series 2021A-2 Bonds) recorded October 4, 2021 in Official Records [Book 32926, page 535](#).
26. True-Up Agreement (Series 2021B Bonds) recorded October 4, 2021 in Official Records [Book 32926, Page 573](#).
27. Riparian and/or littoral rights are not insured.
28. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Note: All of the recording information contained herein refers to the Public Records of Palm Beach County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Searched by: Terrence Adriaansen, CLS/Senior Commercial Title Examiner - 407-691-5225 -
tadriaansen@firstam.com

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



First American Title Insurance Company
PO Box 776123
Chicago, IL 60677-6124
Phn - (727)549-3200
Fax - (866)265-4386

April 06, 2023

Re: File #7222-6400420
Property Address: METES AND BOUNDS, TBD, FL

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



EXHIBIT A

The Land referred to herein below is situated in the County of PALM BEACH, State of Florida, and is described as follows:

Tracts LM2 and W2 of AVENIR - POD 20, according to the Plat thereof as recorded in Plat [Book 135, Page\(s\) 113-123](#), of the Public Records of PALM BEACH County, Florida.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

By:

as Vice President of First American Title Insurance Company

(This Schedule A valid only when Schedule B is attached)

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. ARBITRATION
The Policy contains an arbitration clause as follows:
- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



- American Arbitration Association (“AAA Rules”). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
 - c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.

CLOSING STATEMENT

SELLER: AVENIR DEVELOPMENT, LLC, a Florida limited liability company
PURCHASER: AVENIR COMMUNITY DEVELOPMENT DISTRICT
PROPERTY: 19 Parcels of Land in the City of Palm Beach Gardens
Palm Beach County, Florida
CLOSING DATE: September 30, 2021

| | <u>CREDIT PURCHASER</u> | <u>CREDIT SELLER</u> |
|----------------|-----------------------------|--------------------------|
| Purchase Price | | \$ 25,222,200.00 |
| SUBTOTALS | | <u>\$ 25,222,200.00</u> |
| CASH TO CLOSE | | <u>\$ 25,222,200.00</u> |

EXPENSES

| | <u>CHARGE PURCHASER</u> | <u>CHARGE SELLER</u> |
|--|-----------------------------|--------------------------|
| Closing Fee (FATIC) | \$ 750.00 | |
| Search and Exam Fee - (FATIC) | \$ 600.00 | |
| Owner's Title Premium (FATIC) | \$ 43,863.30 | |
| Documentary Stamp Tax on Deed | \$ 176,555.40 | |
| Record Special Warranty Deed | \$ 274.10 | |
| Record Partial Release of Mortgage | \$ 274.10 | |
| Record Partial Release of Memo of Agr (BII-16) | \$ 274.10 | |
| Record Partial Release of Memo of Agr (BII-26) | \$ 274.10 | |
| Record Temporary Construction Easement | \$ 282.60 | |
| Record Blanket Access Easement | \$ 393.10 | |
| | | |
| TOTAL: | <u>\$ 223,540.80</u> | |

RECAPULATION

Purchaser

| | | |
|------------------------------------|-------------------------|--|
| Cash to Close | \$ 25,222,200.00 | |
| Plus Expenses | \$ 223,540.80 | |
| Net Cash due From Purchaser | <u>\$ 25,445,740.80</u> | |

Seller

| | | |
|----------------------------|--|-------------------------|
| Cash to Close | | \$ 25,222,200.00 |
| Net Cash Due Seller | | <u>\$ 25,222,200.00</u> |

RECEIPTS

| | |
|------------------------------------|-------------------------|
| 1. From Purchaser in the amount of | \$ 25,445,740.80 |
| TOTAL RECEIPTS | \$ 25,445,740.80 |

DISBURSEMENTS

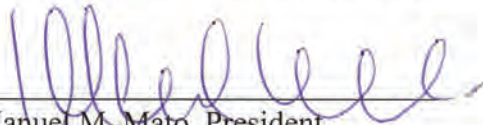
| | |
|---|-------------------------|
| 1. Palm Beach County Recorder's Office | \$ 178,327.50 |
| 2. Avenir Development, LLC | \$ 25,222,200.00 |
| 3. First American Title Insurance Company | \$ 45,213.30 |
| TOTAL DISBURSEMENTS | \$ 25,445,740.80 |

[SIGNATURES APPEAR ON NEXT PAGE]

THIS CLOSING STATEMENT EXAMINED AND APPROVED, and Purchaser and Seller authorizes disbursement in accordance herewith this 30th day of September, 2021.

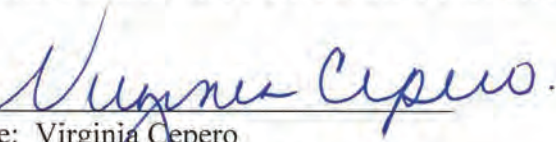
SELLER:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

By: 
Manuel M. Mato, President

PURCHASER:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By: 
Name: Virginia Cepero
Its: Chairperson Board of Supervisors

#13971399v1

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



March 20, 2023

Virginia Cepero, Chair
Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Rd
Palm Beach Gardens, FL 33410

RE: Avenir N-2 Basin Perimeter Fencing

Dear Virginia:

Pursuant to a request from the District Engineer regarding the above referenced project, EW Consultants, Inc. is pleased to provide this proposed agreement for provision of professional environmental restoration services.

PROJECT UNDERSTANDING

As of March 20, 2023, the grading and construction of the final perimeter berm for the N-2 Basin has been completed. With this work complete, installation of perimeter fencing can proceed in order to maintain a secure perimeter for the N-2 Basin (Phase 1 Mitigation Area). The existing fencing in place is more than 25 years old, broken or missing in several locations, was entangled with vegetation that was cleared for the perimeter berm construction, and should be removed. Because of invasive wildlife (wild hogs) entering the N-2 Basin from off site natural areas to the north and east, we recommend installation of "hog wire" fence to control the perimeter.

Based on this project understanding, we are providing the following proposed scope of services, schedule, and fees for your consideration.

SCOPE OF SERVICES

Task 1 –Removal of Old Fence -

Under this Task, we will conduct any necessary additional clearing as well as removing all old fencing and fence posts from the 9,500 +/- foot north and east perimeter of the N-2 Basin. All fence material (posts and wire) will be hauled off site and disposed of properly.

These Task 1 services will be provided for a lump sum fee of \$12,000.00.

Task 2 –Install N-2 Basin Perimeter Fence -

Under this Task, we will install 9,500 +/- feet of perimeter fence along the north and east boundaries of the N-2 Basin. The fence will be installed on the property line in accordance with survey locations provided by your surveyor.

The fence will include line posts (3-4 inch diameter) on 12 foot centers with "T" brace supports every 660 feet. The fence wire will be high tensile strength "hog wire" (6 inch mesh) field fence 48 inches high. A single barbed wire top strand will be installed above the field fence.

These Task 2 services will be provided for a lump sum fee of \$66,000.00.

SCHEDULE

We will provide our services in an orderly and expeditious manner to meet the mutually agreed project schedule.

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

FEES AND BILLING

We will invoice monthly for the services specified above on the basis of percentage complete for each task.

All invoices are due and payable within 30 days of receipt by the Client.

We look forward to the opportunity to continue to assist you on this project, and if you have any questions, please feel free to call me.

Sincerely,
EW Consultants, Inc.

Edward R. Digitally signed by
Edward R. Weinberg
Date: 2023.03.20
15:35:27 -04'00'
Weinberg

Ed Weinberg, President

Signed: *Virginia Caputo*
Title: CHAIR
Date: 4/4/2023

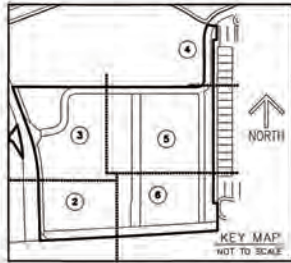
AVENIR TOWN CENTER

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

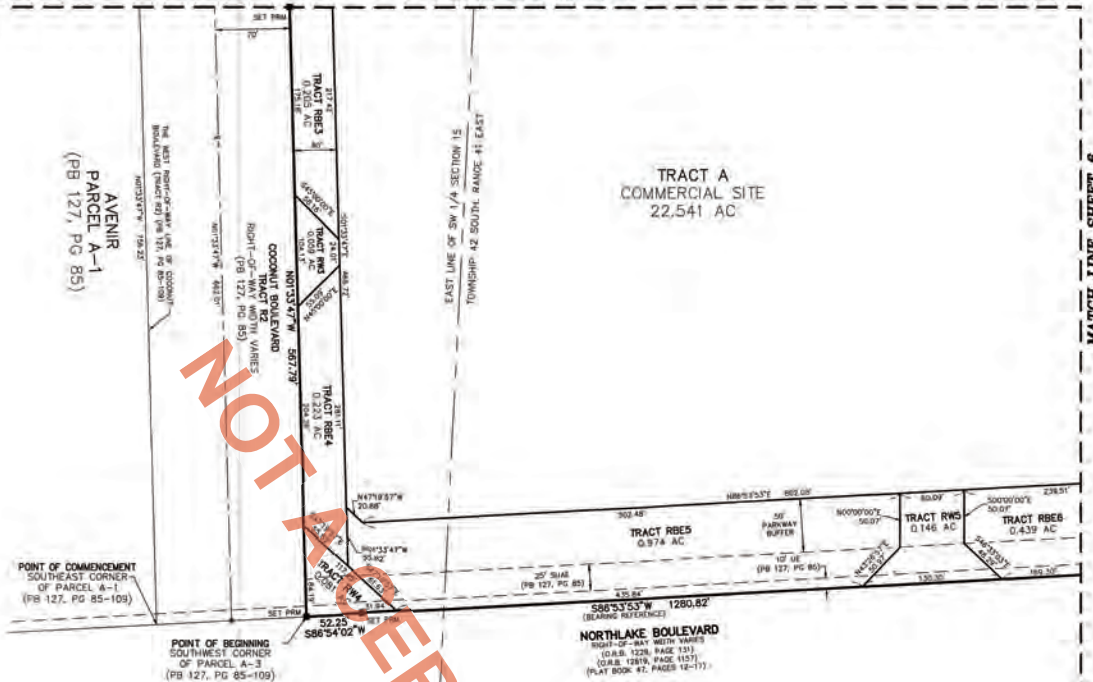
THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
MARCH 2023

142

SHEET 2 OF 6



MATCH LINE SHEET 3



MATCH LINE SHEET 6



- LEGEND/ABBREVIATIONS**
- C - CENTERLINE
 - A - DELTA (CENTRAL ANGLE)
 - AD - ADJUT
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - EAC - EMERGENCY ACCESS EASEMENT
 - L - ARC LENGTH
 - LAE - LIMITED ACCESS EASEMENT
 - LE - LICENSE BUSINESS
 - LB - LANDSCAPE BUFFER EASEMENT
 - LSE - LIFT STATION EASEMENT
 - OR - OFFICIAL RECORD BOOK
 - PS - PLAT BOOK
 - PG - PAGE
 - R.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
 - R - RADIUS
 - RL - INDICATES RADIAL LINE
 - RB - RADIAL BEARING
 - RE - ROADWAY BUFFER EASEMENT
 - SF - SQUARE FEET
 - SUAE - SEACOAST UTILITY AUTHORITY ACCESS EASEMENT
 - SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PM - DENOTES PERMANENT REFERENCE MONUMENT
 - 1/2" IRON ROD WITH CAP STAMPED
 - 1" - DENOTES PERMANENT CONTROL POINT

NOT A CERTIFIED COPY

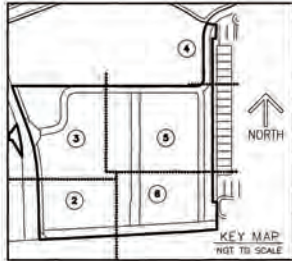
AVENIR TOWN CENTER

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

143

SHEET 3 OF 6



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

TRACT C
HOTEL SITE
3.082 AC

TRACT R2
5.212 AC

TRACT A
COMMERCIAL SITE
22.541 AC

| CURVE # | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD DISTANCE |
|---------|----------|----------|---------|---------------|----------------|
| C6 | 53°22' | 1310.00' | 82.85' | N0°31'10"W | 82.81' |
| C7 | 55°23' | 1310.00' | 136.19' | N11°01'48"W | 136.15' |
| C8 | 1°00'00" | 1310.00' | 24.81' | N15°25'41"W | 24.80' |

| Line # | Direction | Length |
|--------|-------------|--------|
| L31 | N54°28'30"W | 3.49 |
| L25 | S79°57'40"W | 28.13 |
| L26 | S79°57'40"W | 50.06 |
| L32 | N54°28'30"W | 14.89 |
| L35 | N43°28'00"W | 69.00 |
| L34 | N67°29'50"W | 25.15 |
| L36 | N90°00'00"W | 25.31 |
| L37 | N90°00'00"W | 18.56 |
| L39 | N87°29'50"W | 30.09 |
| L30 | N43°28'00"W | 70.46 |
| L27 | S0°00'20"E | 55.86 |
| L28 | S0°00'20"E | 47.64 |

| CURVE # | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD DISTANCE |
|---------|-----------|----------|--------|---------------|----------------|
| C1 | 0°26'15" | 1480.00' | 12.00' | N12°29'21"W | 12.00' |
| C2 | 2°55'31" | 1480.00' | 86.05' | N10°57'26"W | 86.04' |
| C3 | 1°44'36" | 1480.00' | 44.42' | N13°35'47"W | 44.42' |
| C4 | 0°36'17" | 1480.00' | 15.41' | N1°48'48"E | 15.41' |
| C5 | 18°55'30" | 224.00' | 33.89' | S29°59'00"E | 33.85' |

| Line # | Direction | Length |
|--------|-------------|--------|
| L2 | S77°30'40"W | 62.36 |
| L5 | S12°29'20"E | 11.00 |
| L4 | N77°30'40"E | 8.85 |
| 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 | N24°18'30"E | 14.68 |
| L10 | N3°18'30"E | 41.46 |
| L11 | N6°48'30"E | 31.42 |
| L12 | N21°19'10"E | 27.33 |
| L13 | N80°00'00"E | 83.75 |

| Line # | Direction | Length |
|--------|-------------|--------|
| L15 | N80°00'00"E | 22.75 |
| L14 | S10°00'00"E | 20.05 |
| L16 | S10°00'00"E | 12.08 |
| L23 | S42°59'30"E | 73.30 |
| L17 | N60°00'00"E | 21.76 |
| 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 | 12.08 |
| L19 | S45°13'00"W | 8.30 |
| L24 | N13°28'30"E | 13.73 |

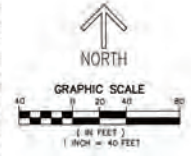
- LEGEND/ABBREVIATIONS**
- Δ - CENTERLINE
 - ∠ - DELTA (CENTRAL ANGLE)
 - AC - ACRES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - EM - EMBANKMENT ACCESS EASEMENT
 - ∠ - ARC LENGTH
 - LA - LIMITED ACCESS EASEMENT
 - LB - LICENSED BUSINESS
 - LS - LANDSCAPE BUFFER EASEMENT
 - LSE - LEFT EASEMENT
 - OB - OPTION RECORD BOOK
 - PL - PLAT BOOK
 - R - RADIUS
 - R.P.A.E. - PROPOSED PUBLIC ACCESS EASEMENT
 - R - RADIUS
 - RL - INDICATES RADIAL LINE
 - (R) - RADIAL BEARING
 - RS - ROADWAY BUFFER EASEMENT
 - SF - SQUARE FEET
 - SUA - SEAWARD UTILITY AUTHORITY ACCESS EASEMENT
 - SUA - SEAWARD UTILITY AUTHORITY EASEMENT
 - U - UTILITY EASEMENT
 - - DENOTES PERMANENT REFERENCE MONUMENT
 - - DENOTES PERMANENT CONTROL POINT

AVENIR
PARCEL A-1
(PB 127, PG 85)

POINT OF BEGINNING
R=1320.00'
∠=120°58'
L=31.09'
CD=31.09'
CB=N02°14'13"W

MATCH LINE SHEET 2

MATCH LINE SHEET 5



COPY

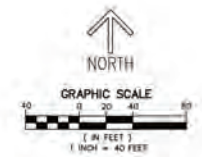
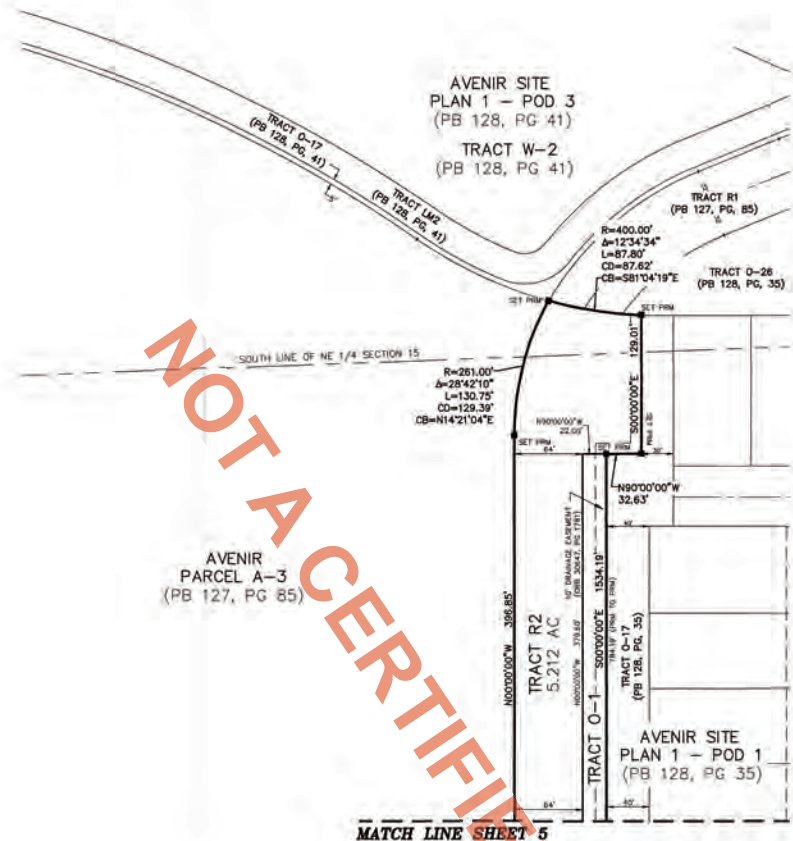
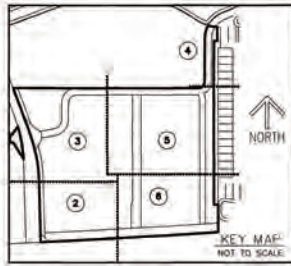
AVENIR TOWN CENTER

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)382-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
MARCH 2023

144

SHEET 4 OF 6



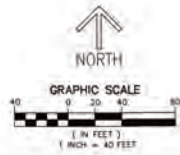
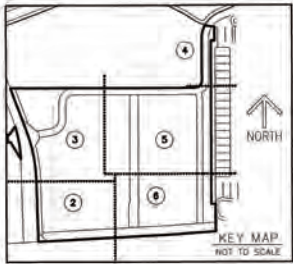
- LEGEND/ABBREVIATIONS**
- C = CENTERLINE
 - CA = CURVE (CENTRAL ANGLE)
 - AC = ARC CHORD
 - CB = CHORD BEARING
 - CD = CHORD DISTANCE
 - DE = DEGREE EASEMENT
 - EAE = EMERGENCY ACCESS EASEMENT
 - L = ARC LENGTH
 - LAE = LIMITED ACCESS EASEMENT
 - LS = LOCKER BUSINESS
 - LSB = LANDSCAPE BUFFER EASEMENT
 - LSE = LEFT STATION EASEMENT
 - OR.B. = OFFICIAL RECORD BOOK
 - PL = PLAT BOOK
 - PAE = PUBLIC ACCESS EASEMENT
 - P.P.A.E. = POTENTIAL PUBLIC ACCESS EASEMENT
 - R = RADIUS
 - RL = RADIAL BEARING
 - RSB = ROADWAY BUFFER EASEMENT
 - RF = ROUND FEET
 - SEAAE = SEACOAST UTILITY AUTHORITY ACCESS EASEMENT
 - SEAU = SEACOAST UTILITY AUTHORITY EASEMENT
 - UE = UTILITY EASEMENT
 - PRM = PERMANENT REFERENCED MONUMENT
 - 1/2" IRON ROD WITH CAP STAMPED
 - 1" DENOTES PERMANENT CONCRETE MONUMENT

145

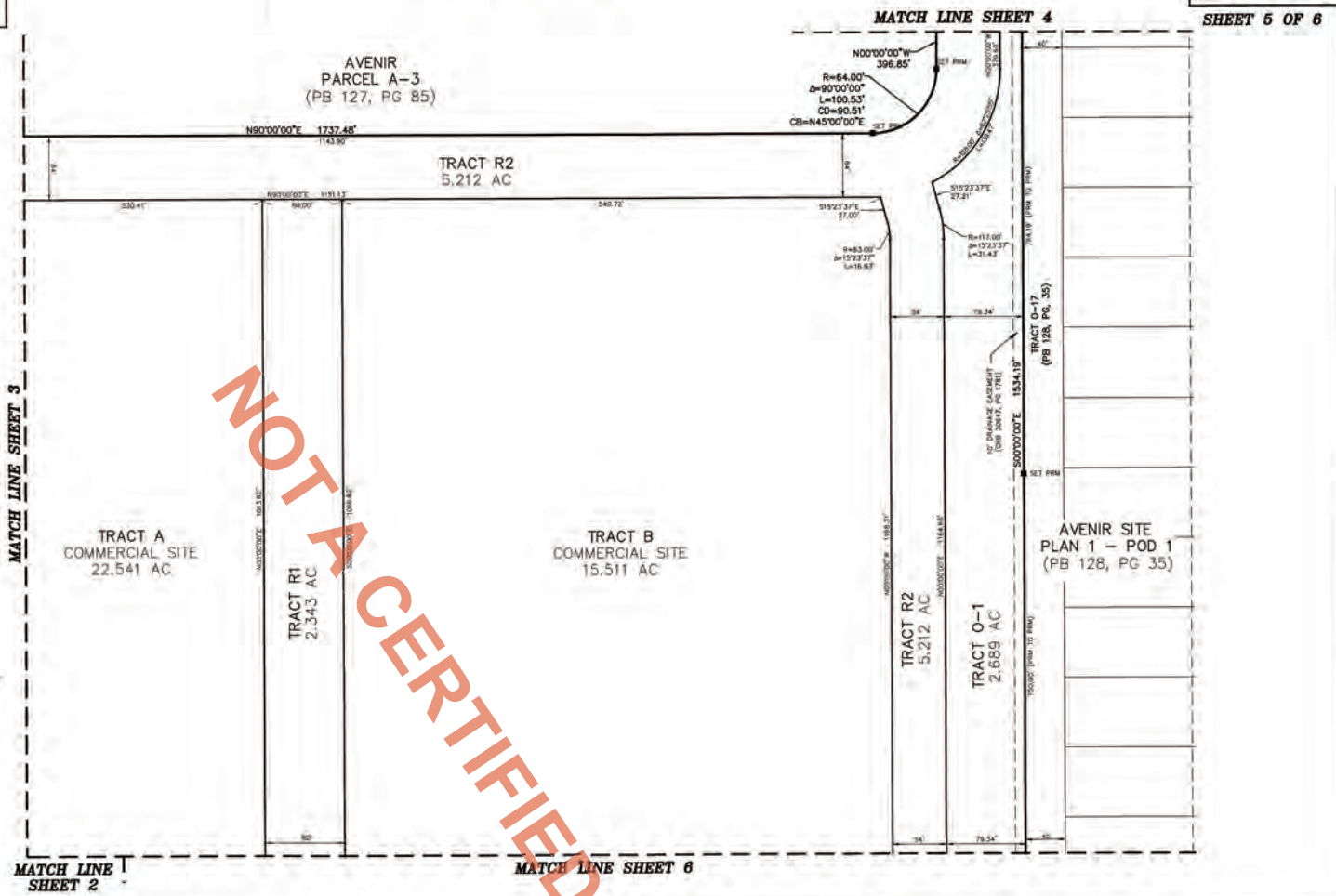
AVENIR TOWN CENTER

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

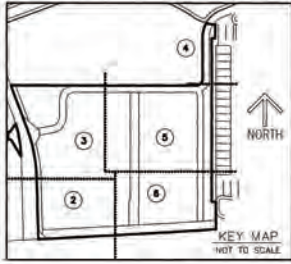
THIS INSTRUMENT PREPARED BY
RONNIE L. FURNESS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)382-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
MARCH 2023



- LEGEND/ABBREVIATIONS**
- ∠ = CENTERLINE
 - ∠ = DELTA (CENTRAL ANGLE)
 - AC = ACRES
 - CB = CHORD BEARING
 - CD = CHORD DISTANCE
 - DE = DRAINAGE EASEMENT
 - EAE = EMERGENCY ACCESS EASEMENT
 - LA = ARC LENGTH
 - LAE = LIMITED ACCESS EASEMENT
 - LB = LICENSED BUSINESS
 - LE = LANDSCAPE PAVEMENT EASEMENT
 - LSE = LIFT STATION EASEMENT
 - O.A.B. = OFFICIAL RECORD BOOK
 - PL = PLAT BOOK
 - PC = PACE
 - P.P.A.E. = PERPETUAL PUBLIC ACCESS EASEMENT
 - R = RADIAL
 - (R) = INDICATES RADIAL LINE
 - (RB) = RADIAL BEARING
 - RF = SQUARE FEET
 - RBE = ROADWAY BUFFER EASEMENT
 - SUAAC = SEACOAST UTILITY AUTHORITY ACCESS EASEMENT
 - SUALE = SEACOAST UTILITY AUTHORITY EASEMENT
 - UE = UTILITY EASEMENT
 - PRM = DENOTES PERMANENT REFERENCE MONUMENT
 - I.V. IRON ROD WITH CAP STAMPED "LAW FROM LB 3281"
 - = DENOTES PERMANENT CONTROL POINT



NOT A CERTIFIED COPY



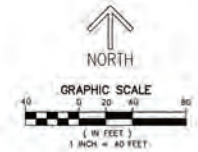
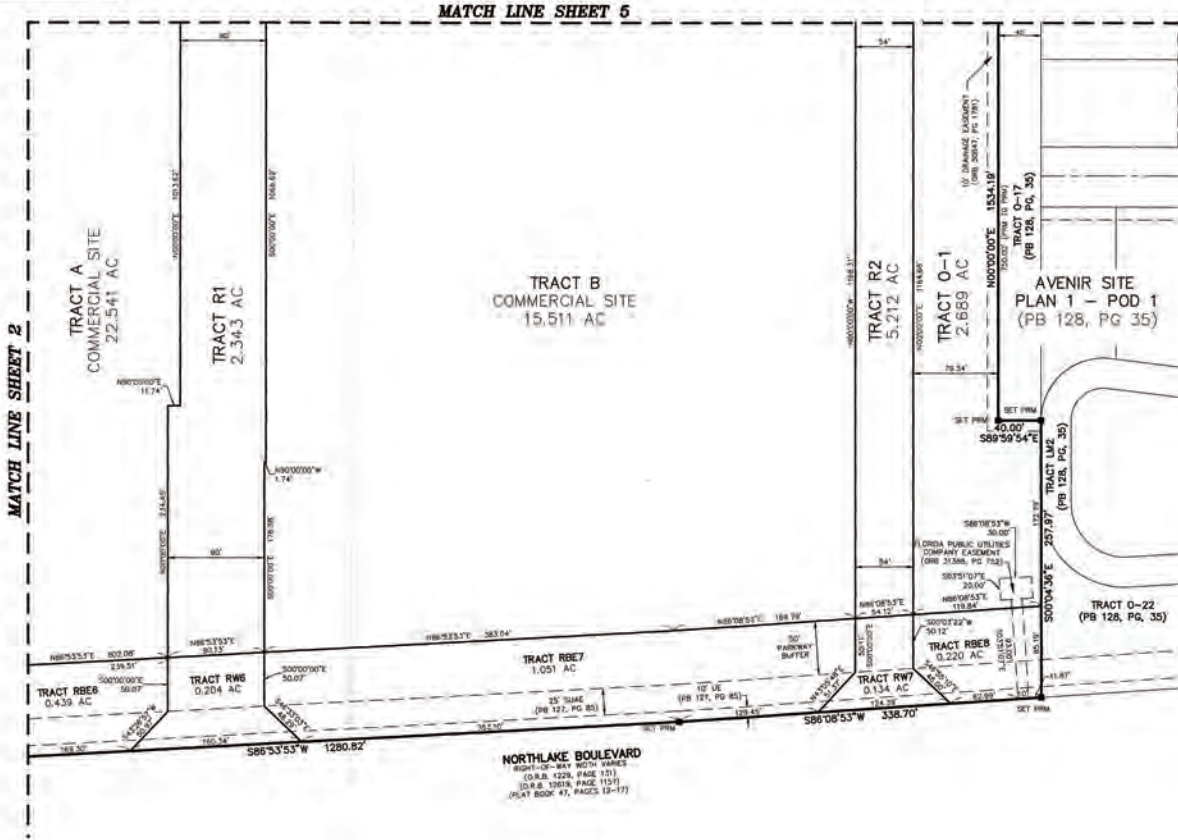
AVENIR TOWN CENTER

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

146

SHEET 6 OF 6



- LEGEND/ABBREVIATIONS
- Δ - DELTA
 - ∠ - 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
 - LPE - LANDSCAPE BUFFER EASEMENT
 - LSE - LEFT STATION EASEMENT
 - ORB - OFFICIAL RECORD BOOK
 - PC - PLAT BOOK
 - PAE - PERPETUAL PUBLIC ACCESS EASEMENT
 - P - PAGES
 - (R) - INDICATES RADIAL LINE
 - RB - RADIAL BEARING
 - RBE - ROADWAY BUFFER EASEMENT
 - SF - SQUARE FEET
 - SUAE - SEACOAST UTILITY AUTHORITY ACCESS EASEMENT
 - SUA - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
3/4" IRON ROD WITH CAP STAMPED
"C&W FIRM LB 355"
 - CP - DENOTES PERMANENT CONTROL POINT

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

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

Property Control Number: Portion of 52-41-41-28-01-001-0039

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

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: MRT 2022-021
ROAD NAME: NORTHLAKE BLVD @
PREMIER ST
PARCEL NO.: SE#3

SIGNAL EASEMENT

THIS SIGNAL EASEMENT ("Easement") is made this 14 day of March, 2023, by **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose post office address is 2501A Burns Road, Palm Beach Gardens, FL, 33410-5207 ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229 ("Grantee").

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

This Easement shall be used to permanently construct, install, operate, and maintain (collectively "Perform Work") with regard to roadway facilities and related facilities in the Easement Premises (collectively "Facilities"). Facilities shall include traffic control devices and foundations. The Easement includes the right at any time to install, bore, alter, improve, enlarge, add to, change the nature or physical characteristics of, replace, remove, or relocate the Facilities or perform any other activities related to the Facilities.

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

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

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

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

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

Remainder of page intentionally left blank.

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

Signed, sealed and delivered in the presence of:

(Signature of two witnesses required by Florida law)

Michael Ray
Witness Signature (Required)

Michele Ray
Witness Name Printed or Typed

Clara L. Diaz
Witness Signature (Required)

CLARA L. DIAZ
Witness Name Printed or Typed

STATE OF Florida

COUNTY OF Miami-Dade

Grantor:

AVENIR COMMUNITY DEVELOPMENT DISTRICT
a local unit of special-purpose government organized and existing under the laws of the State of Florida

By: Virginia Cepero
Virginia Cepero, Chairperson Board of Supervisors

Before me personally appeared Virginia Cepero, who is (choose one) personally known to me, or has produced _____ as identification, and who executed the foregoing instrument as Chairperson Board of Supervisors of **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida, and severally acknowledged to and before me by means of (choose one) physical presence or online notarization, that they executed such instrument as such officer of said company, and that said instrument is the free act and deed of said company.

Witness my hand and official seal this 14 day of March, 2023

Clara L. Diaz
Notary Signature
Notary Public, State of _____

(Stamp/Seal)



Print Notary Name _____

Commission Number _____

My Commission Expires: _____

EXHIBIT "A"

DESCRIPTION:

A PORTION OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE ON A GRID BEARING NORTH 69°46'44" WEST, A DISTANCE OF 1,838.53 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF NORTHLAKE BOULEVARD, AS RECORDED IN OFFICIAL RECORD BOOK 31023, PAGE 579 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE NORTH 86°53'53" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 38.00 FEET; THENCE NORTH 03°06'07" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 86°53'53" WEST, A DISTANCE OF 38.00 FEET; THENCE SOUTH 03°06'02" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,520 SQUARE FEET OR 0.0349 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

1. THIS EASEMENT OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF SOUTH 86°53'58" WEST ALONG THE SOUTH LINE OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), AS PUBLISHED BY PALM BEACH COUNTY.
3. COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) IN U.S. SURVEY FEET.
4. THE "LAND DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH. REFERENCE SOURCE DRAWING: SPECIFIC PURPOSE SURVEY 7955 NORTHLAKE TRAFFIC SIGNAL EASEMENT NO. 3 SURVEY 24X36.DWG, DATED 2/3/2023.
6. LANDS SHOWN HEREON WERE ABSTRACTED BY FIRST AMERICAN TITLE INSURANCE, COMMITMENT NO. 2021-6232123, DATED: OCTOBER 20, 2022 @ 8:00 A.M., HAS BEEN REVIEWED BY THIS OFFICE, AND ALL ENCUMBRANCES THAT AFFECT THE PROPERTY ARE SHOWN OR NOTED HEREON. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS OFFICE. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR AND ARE NOT SHOWN ON THIS SURVEY.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON FEBRUARY 3, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 4



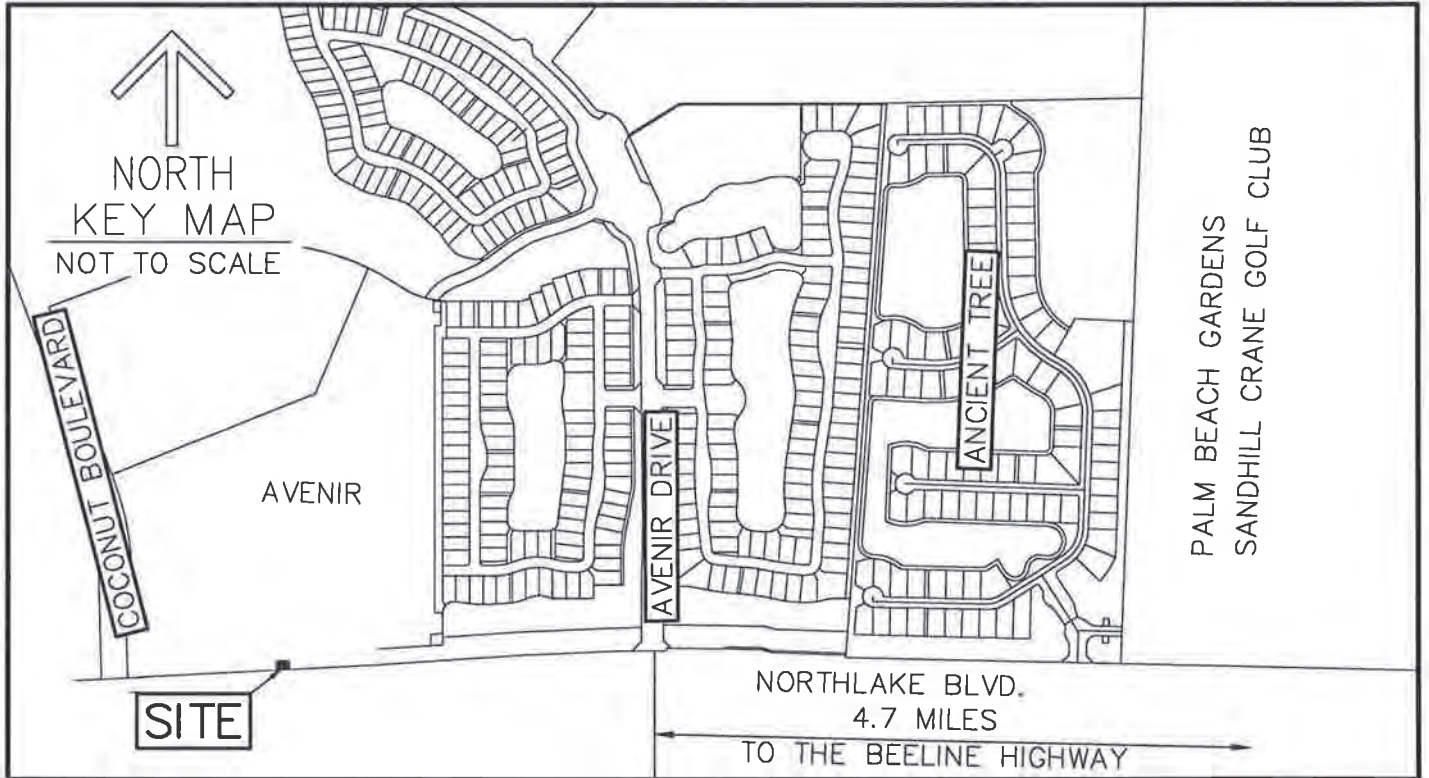
CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991

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

| | |
|-----------|-------------|
| DATE | 2/3/2023 |
| DRAWN BY | dpl |
| F.B./ PG. | N/A |
| SCALE | NONE |
| JOB NO | 955-loop3v1 |

**AVENIR DRIVE & NORTHLAKE BLVD SE
 PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #3
 SKETCH OF DESCRIPTION**

EXHIBIT "A"



SHEET 2 OF 4



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

AVENIR DRIVE & NORHLAKE BLVD SE
 PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #3
 SKETCH OF DESCRIPTION



| | |
|-----------|--------------|
| DATE | 2/3/2023 |
| DRAWN BY | dpl |
| F.B./ PG. | N/A |
| SCALE | NONE |
| JOB NO | 0955-loop3v1 |

LEGEND:

EXHIBIT "A"

O.R.B. - OFFICIAL RECORD BOOK
 SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
 P.B. - PLAT BOOK
 U.E. - UTILITY EASEMENT
 C - CENTERLINE
 R - RADIUS
 Δ - CENTRAL ANGLE (DELTA)
 L - ARC LENGTH OR DISTANCE

SEE CONTROL TIES ON SHEET 4 OF 4

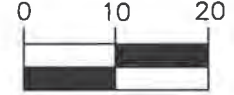
PROPERTY CONTROL NUMBER
 52414128010010039

**PARCEL A-3
 AVENIR**

(P.B. 127, PAGE 85)

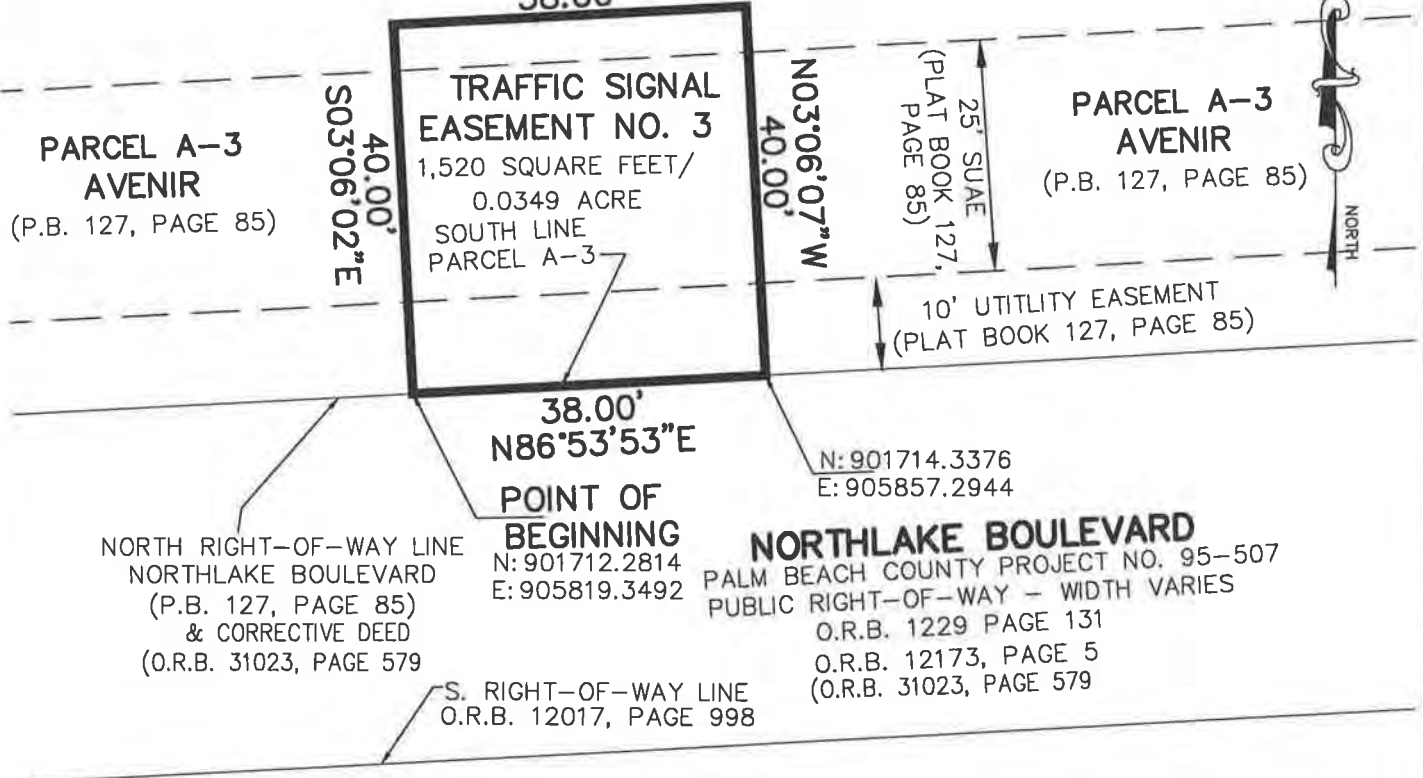
**S86°53'53"W
 38.00'**

GRAPHIC SCALE



(IN FEET)

1 INCH = 20 FT.



SHEET 3 OF 4



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



| | |
|-----------|-------------|
| DATE | 2/3/2023 |
| DRAWN BY | dpl |
| F.B./ PG. | N/A |
| SCALE | AS SHOWN |
| JOB NO | 955-loop3v1 |

**AVENIR DRIVE & NORTHLAKE BLVD SE
 PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #3
 SKETCH OF DESCRIPTION**

EXHIBIT "A"

**NOTES
COORDINATES, BEARINGS AND DISTANCES**

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



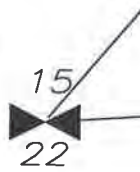
POINT OF BEGINNING

SEE SHEET 3 OF 4
N: 901712.2814
E: 905819.3492

N69°46'44"W
1838.53' GROUND
1838.55' GRID

S1/4 CORNER SECTION 15-42-41
FOUND PALM BEACH COUNTY BRASS DISK

N 900941.189
E 905041.161



SOUTH LINE SE 1/4 SECTION 15-42-41
S86°53'58"W 2,507.09 (GRID)
(BEARING BASIS) 2,507.06' (GROUND)



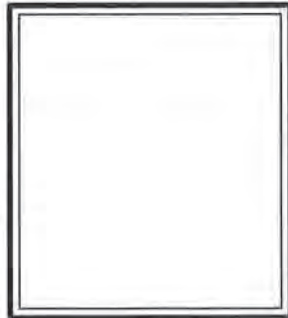
POINT OF COMMENCEMENT

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

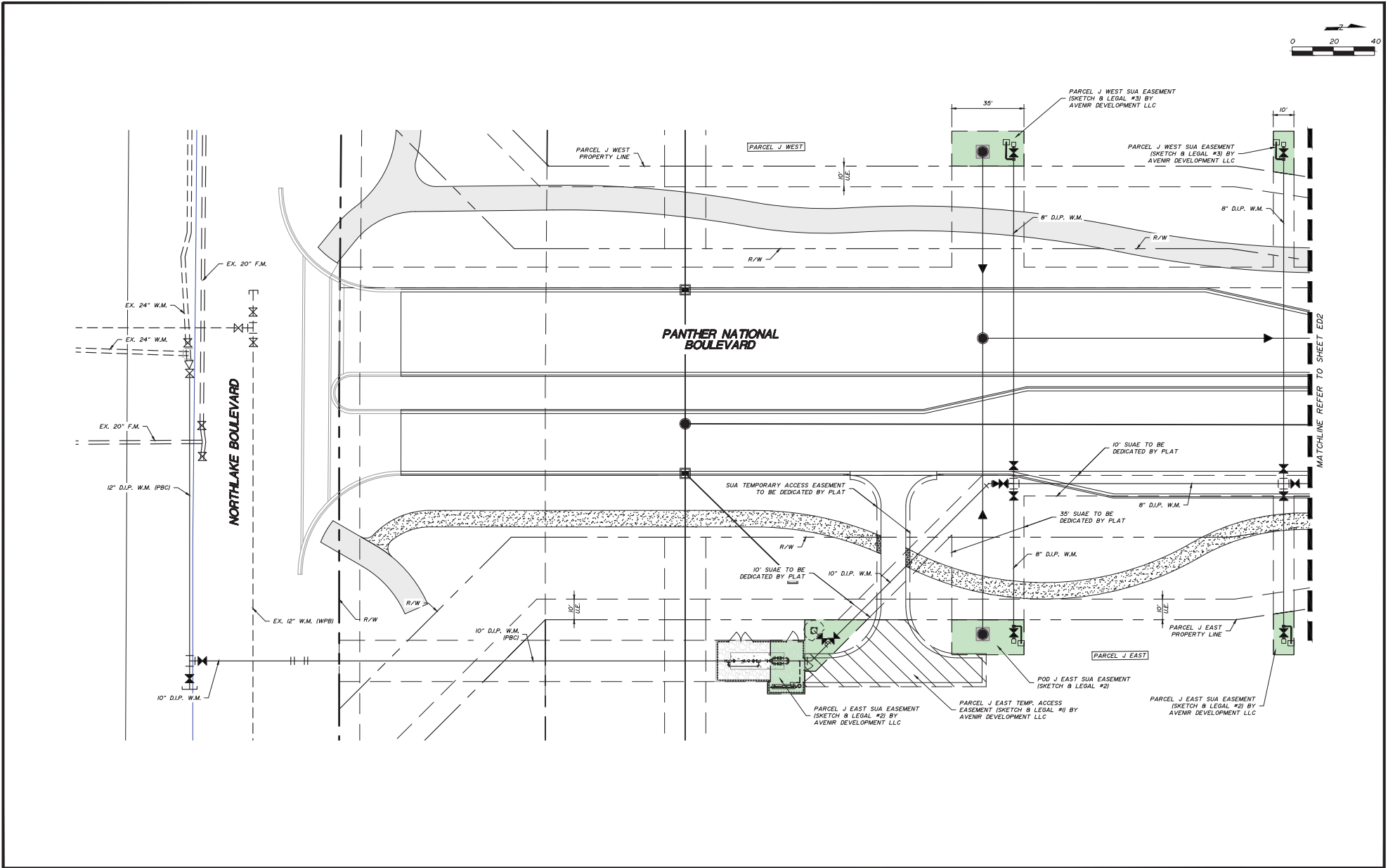
SHEET 4 OF 4

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

**AVENIR DRIVE & NORTHLAKE BLVD SE
PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #3
SKETCH OF DESCRIPTION**



| | |
|-----------|-------------|
| DATE | 2/3/2023 |
| DRAWN BY | dpl |
| F.B./ PG. | N/A |
| SCALE | NONE |
| JOB NO | 955-loop3v1 |



| NO. | DATE | BY | REVISION | NO. | DATE | BY | REVISION |
|-----|------|----|----------|-----|------|----|----------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Designed by: C.J.B. Date: 10/2021
 Drawn by: O.B. Date: 10/2021
 Checked by: C.J.B. Date: 10/2021

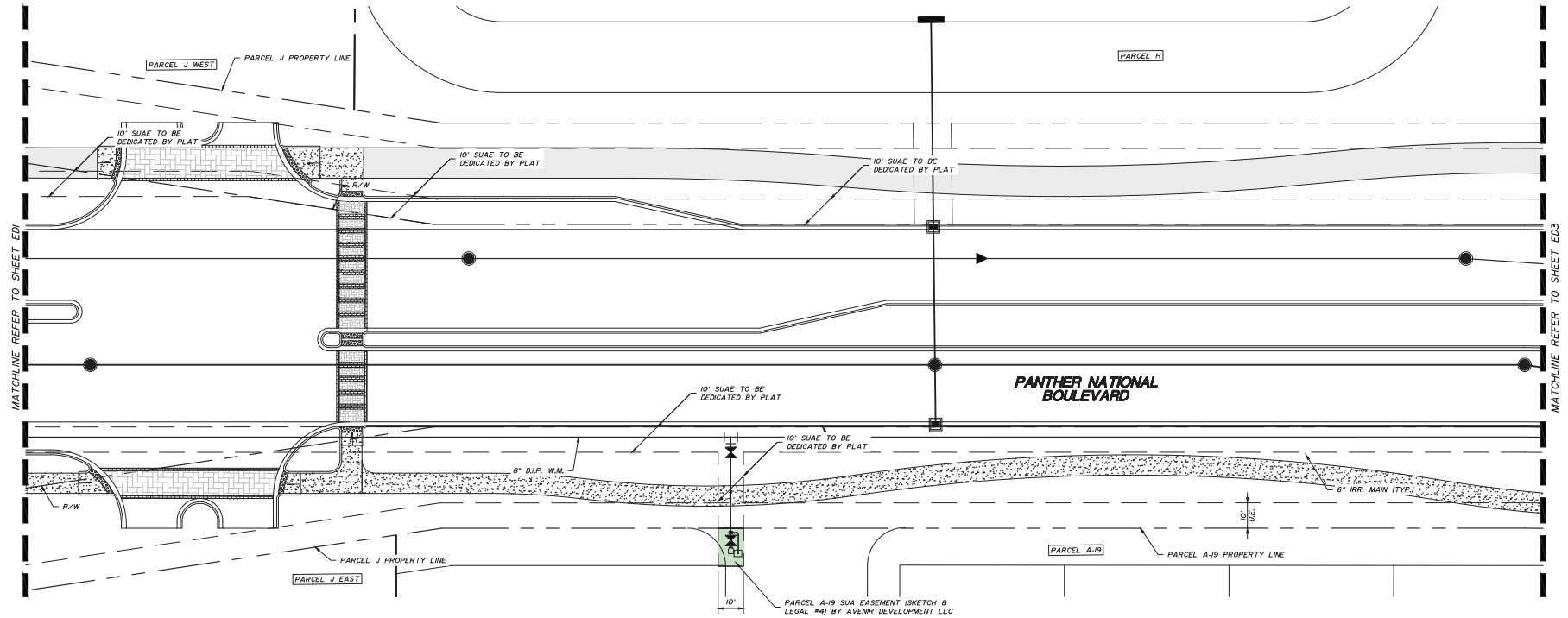
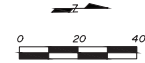
BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 4181
 State of Florida

EASEMENT DEDICATION PLAN
AVENIR SPINE ROAD - PHASE 5
 AVENIR DEVELOPMENT, LLC

Project Number: 202119
 Sheet Number: EDI



| NO. | DATE | BY | REVISION | NO. | DATE | BY | REVISION |
|-----|------|----|----------|-----|------|----|----------|
| | | | | | | | |
| | | | | | | | |

Designed by: C.J.B. Date: 10/2021
 Drawn by: O.B. Date: 10/2021
 Checked by: C.J.B. Date: 10/2021

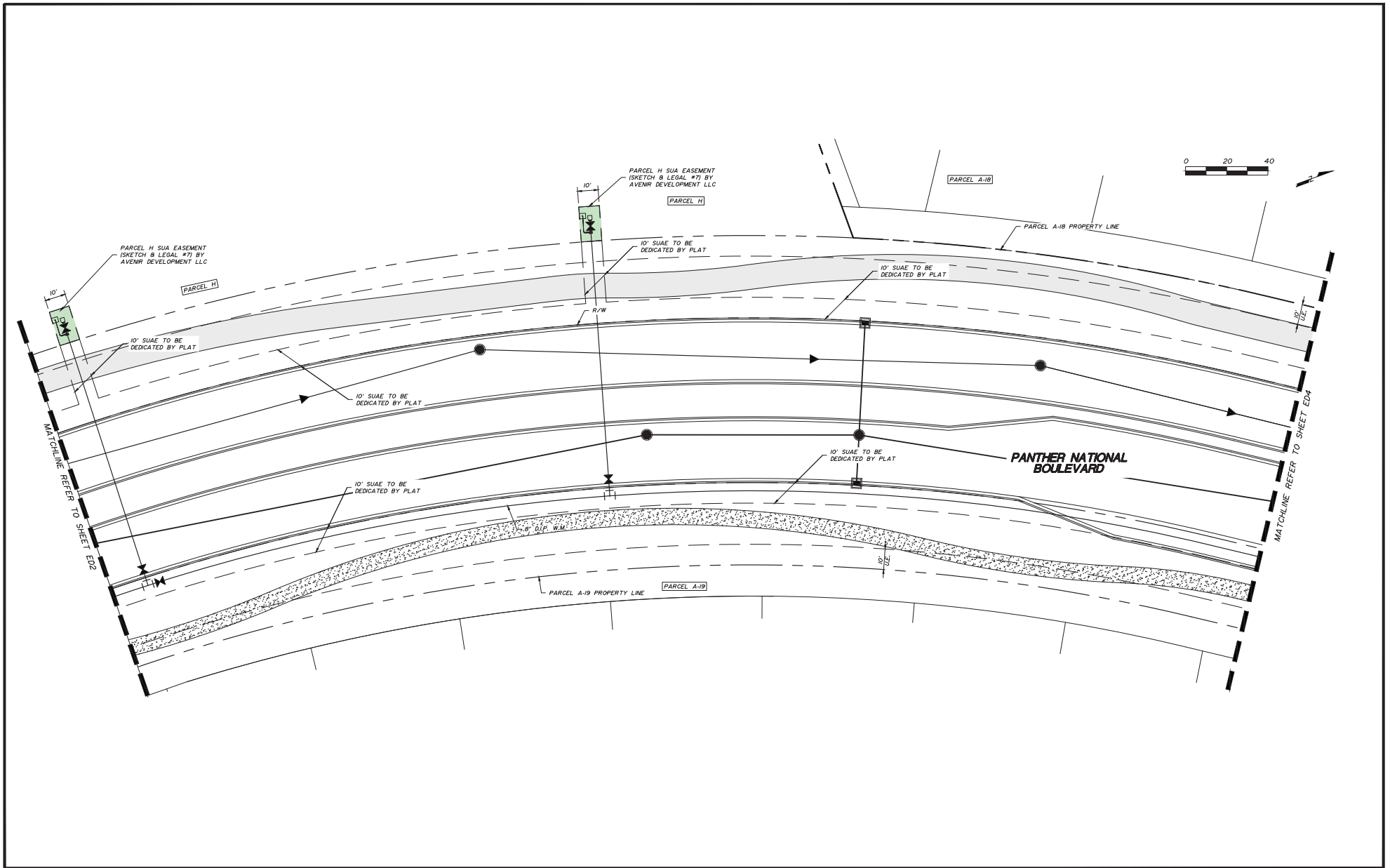
BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 4187
 State of Florida
 Date: 01/23/2023

EASEMENT DEDICATION PLAN
 AVENIR SPINE ROAD - PHASE 5
 AVENIR DEVELOPMENT, LLC

Project Number:
202119
 Sheet Number:
ED2



| NO. | DATE | BY | REVISION | NO. | DATE | BY | REVISION |
|-----|------|----|----------|-----|------|----|----------|
| | | | | | | | |
| | | | | | | | |

Designed by: C.J.B. Date: 10/2021
 Drawn by: O.B. Date: 10/2021
 Checked by: C.J.B. Date: 10/2021

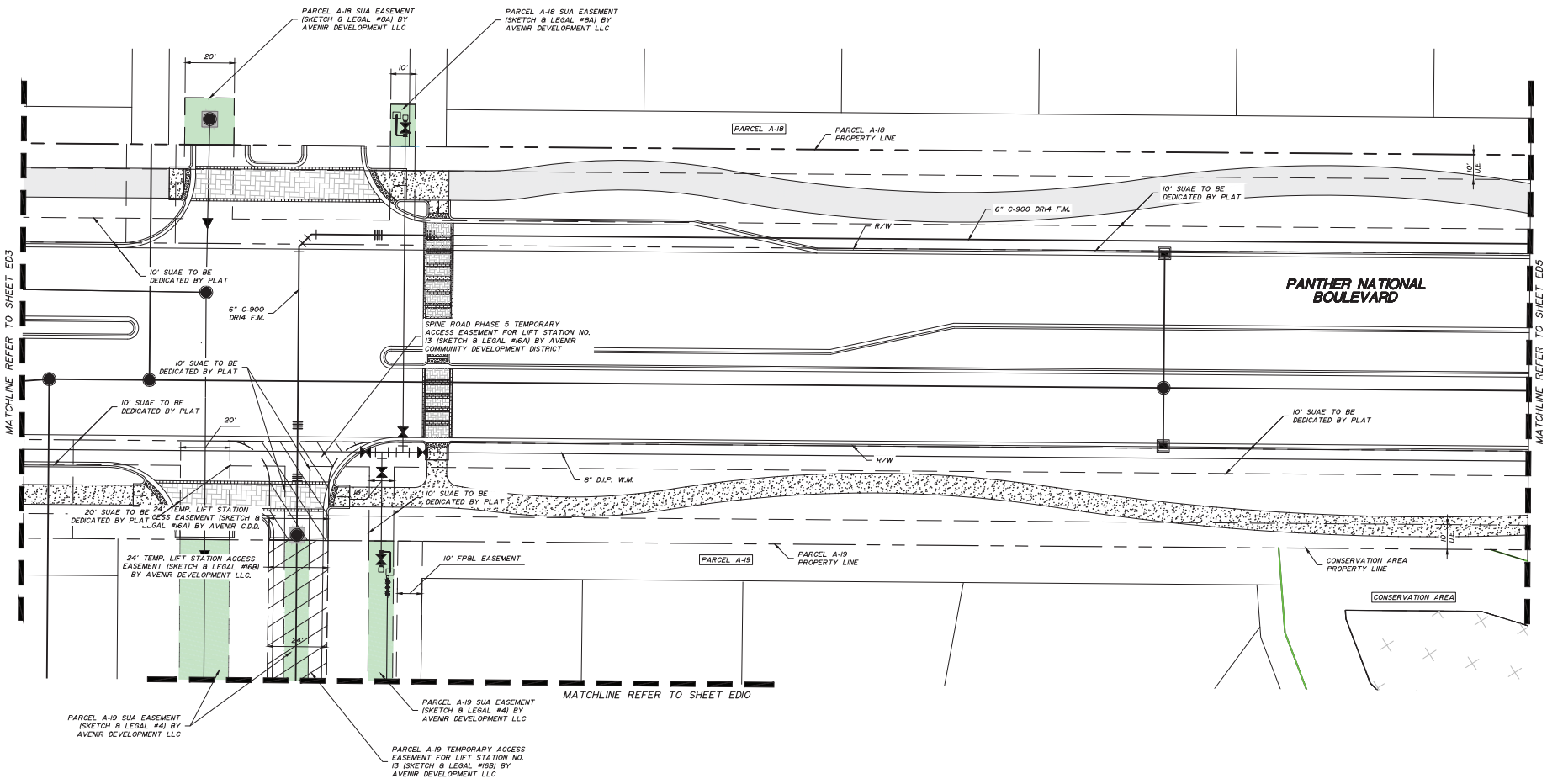
BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 4187
 State of Florida

EASEMENT DEDICATION PLAN
 AVENIR SPINE ROAD - PHASE 5
 AVENIR DEVELOPMENT, LLC

Project Number: 202119
 Sheet Number: ED3



| NO. | DATE | BY | REVISION | NO. | DATE | BY | REVISION |
|-----|------|----|----------|-----|------|----|----------|
| | | | | | | | |
| | | | | | | | |

Designed by: C.J.B. Date: 10/2021
 Drawn by: O.B. Date: 10/2021
 Checked by: C.J.B. Date: 10/2021

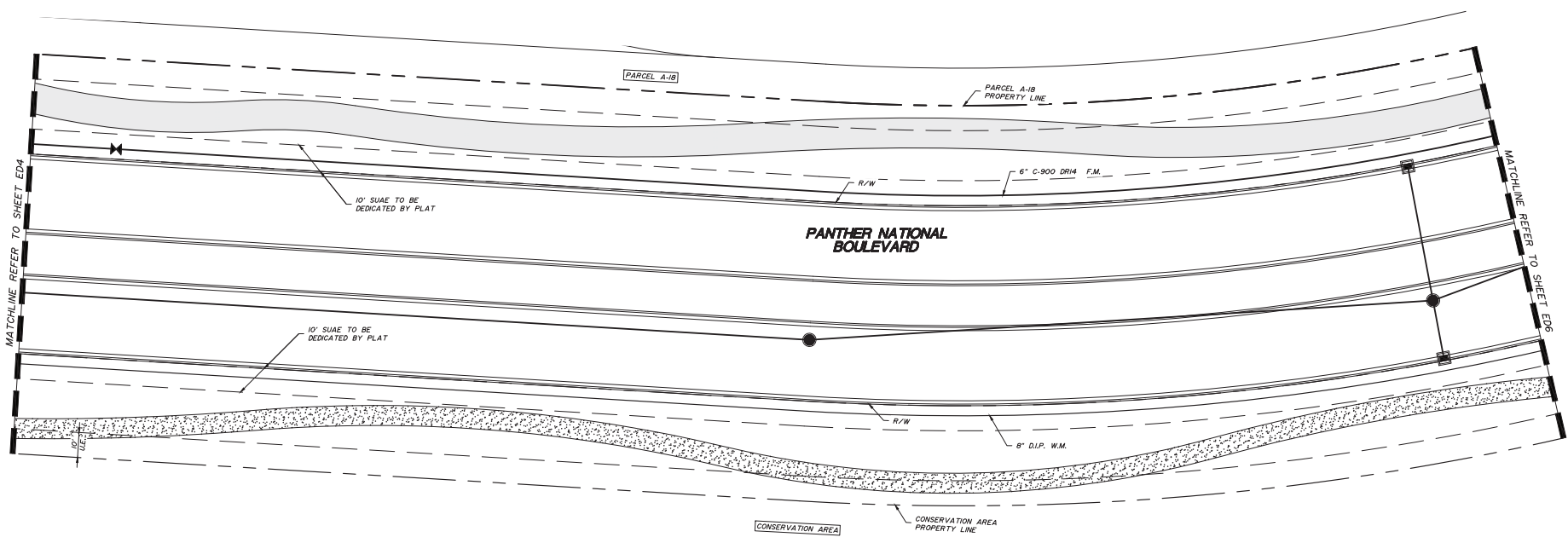
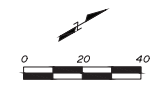
BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 4181
 State of Florida

EASEMENT DEDICATION PLAN
 AVENIR SPINE ROAD - PHASE 5
 AVENIR DEVELOPMENT, LLC

Project Number:
202119
 Sheet Number:
ED4



| NO. | DATE | BY | REVISION |
|-----|------|----|----------|
| | | | |
| | | | |
| | | | |

Designed by: C.J.B. Date: 10/2021
 Drawn by: C.B. Date: 10/2021
 Checked by: C.J.B. Date: 10/2021

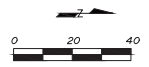
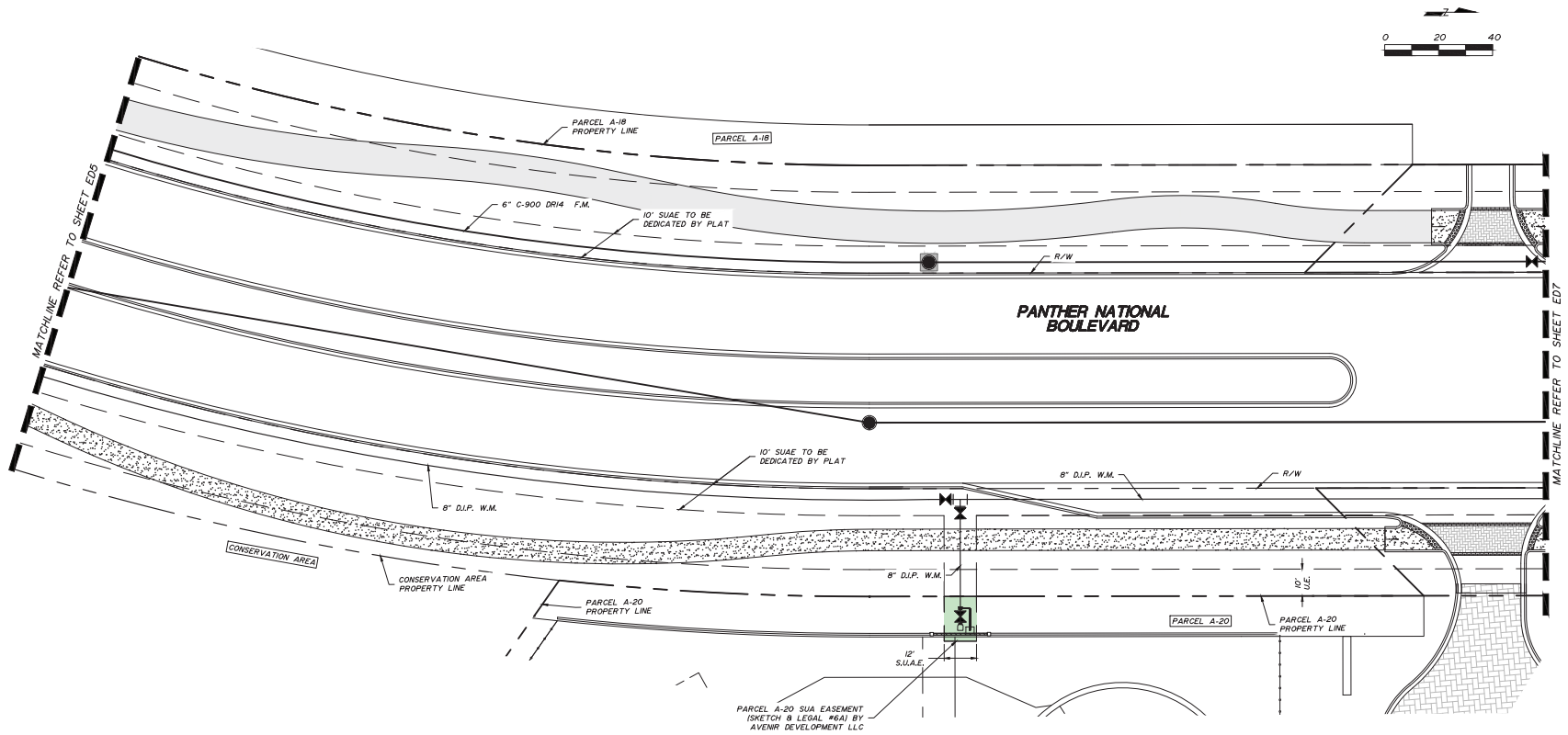


2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. CA-26426

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 4187
 State of Florida
 Date: 01/23/2023

EASEMENT DEDICATION PLAN
 AVENIR SPINE ROAD - PHASE 5
 AVENIR DEVELOPMENT, LLC

Project Number:
202119
 Sheet Number:
ED5



| NO. | DATE | BY | REVISION | NO. | DATE | BY | REVISION |
|-----|------|----|----------|-----|------|----|----------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

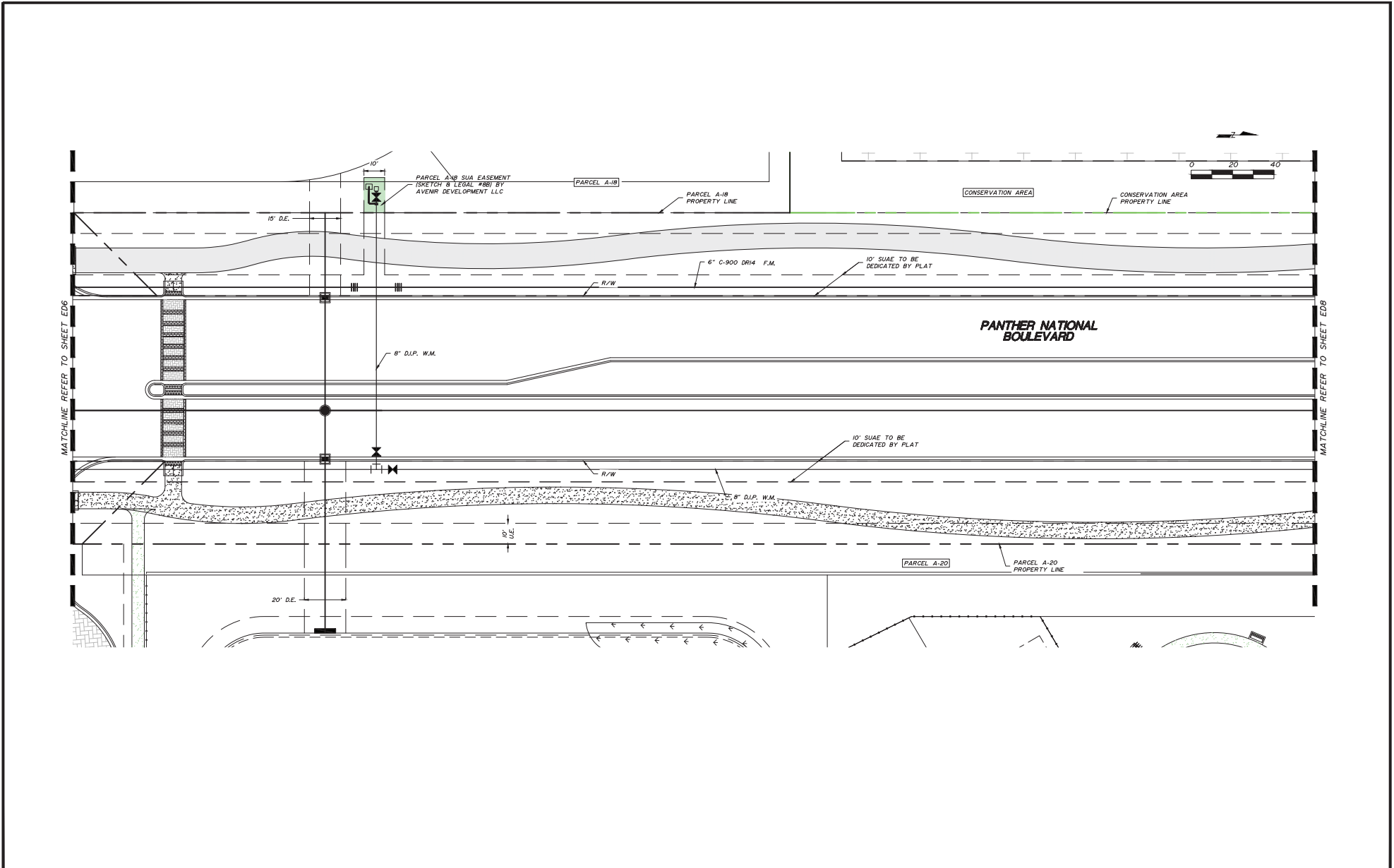
Designed by: C.J.B. Date: 10/2021
 Drawn by: O.B. Date: 10/2021
 Checked by: C.J.B. Date: 10/2021

BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 4181
 State of Florida

Project Number: 202119
AVENIR SPINE ROAD - PHASE 5
 AVENIR DEVELOPMENT, LLC
 Sheet Number: ED6



| NO. | DATE | BY | REVISION | NO. | DATE | BY | REVISION |
|-----|------|----|----------|-----|------|----|----------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Designed by: C.J.B. Date: 10/2021
 Drawn by: O.B. Date: 10/2021
 Checked by: C.J.B. Date: 10/2021

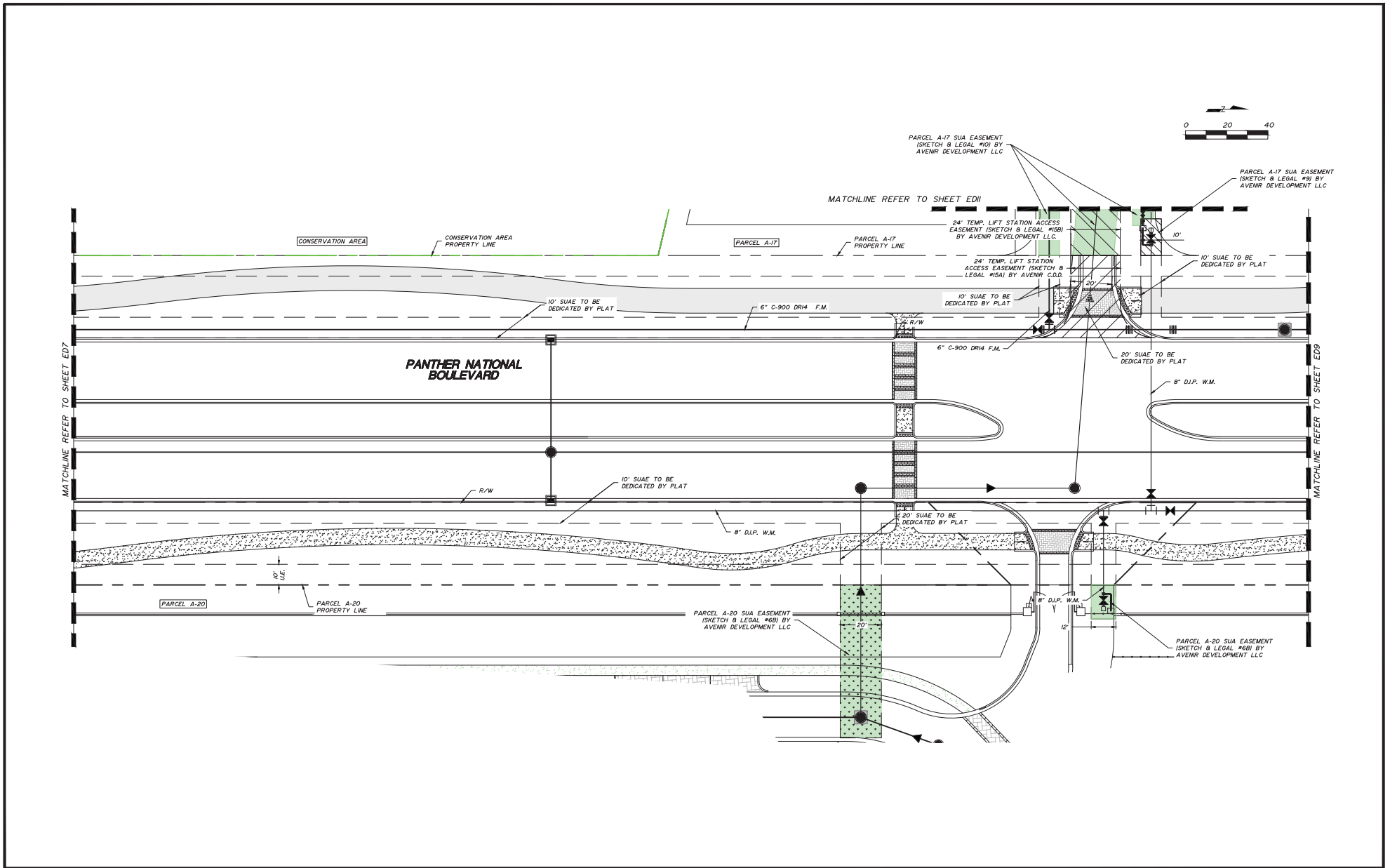
BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 4181
 State of Florida

EASEMENT DEDICATION PLAN
 AVENIR SPINE ROAD - PHASE 5
 AVENIR DEVELOPMENT, LLC

Project Number: 202119
 Sheet Number: ED7



| NO. | DATE | BY | REVISION | NO. | DATE | BY | REVISION |
|-----|------|----|----------|-----|------|----|----------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Designed by: C.J.B. Date: 10/2021
 Drawn by: C.B. Date: 10/2021
 Checked by: C.J.B. Date: 10/2021

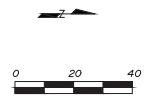
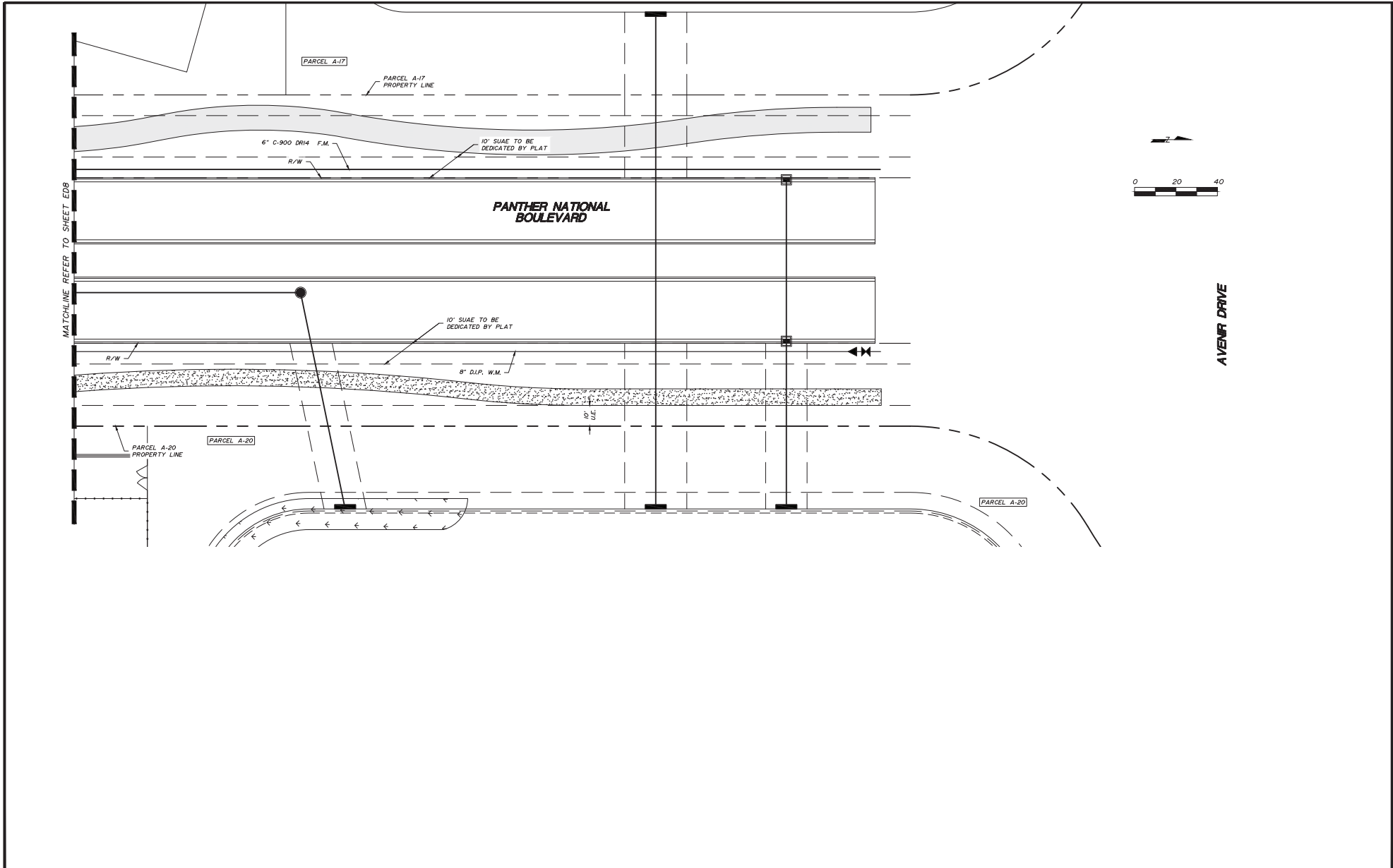
BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 4181
 State of Florida

EASEMENT DEDICATION PLAN
 AVENIR SPINE ROAD - PHASE 5
 AVENIR DEVELOPMENT, LLC

Project Number:
202119
 Sheet Number:
EDB



| NO. | DATE | BY | REVISION | NO. | DATE | BY | REVISION |
|-----|------|----|----------|-----|------|----|----------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Designed by: C.J.B. Date: 10/2021
 Drawn by: O.B. Date: 10/2021
 Checked by: C.J.B. Date: 10/2021

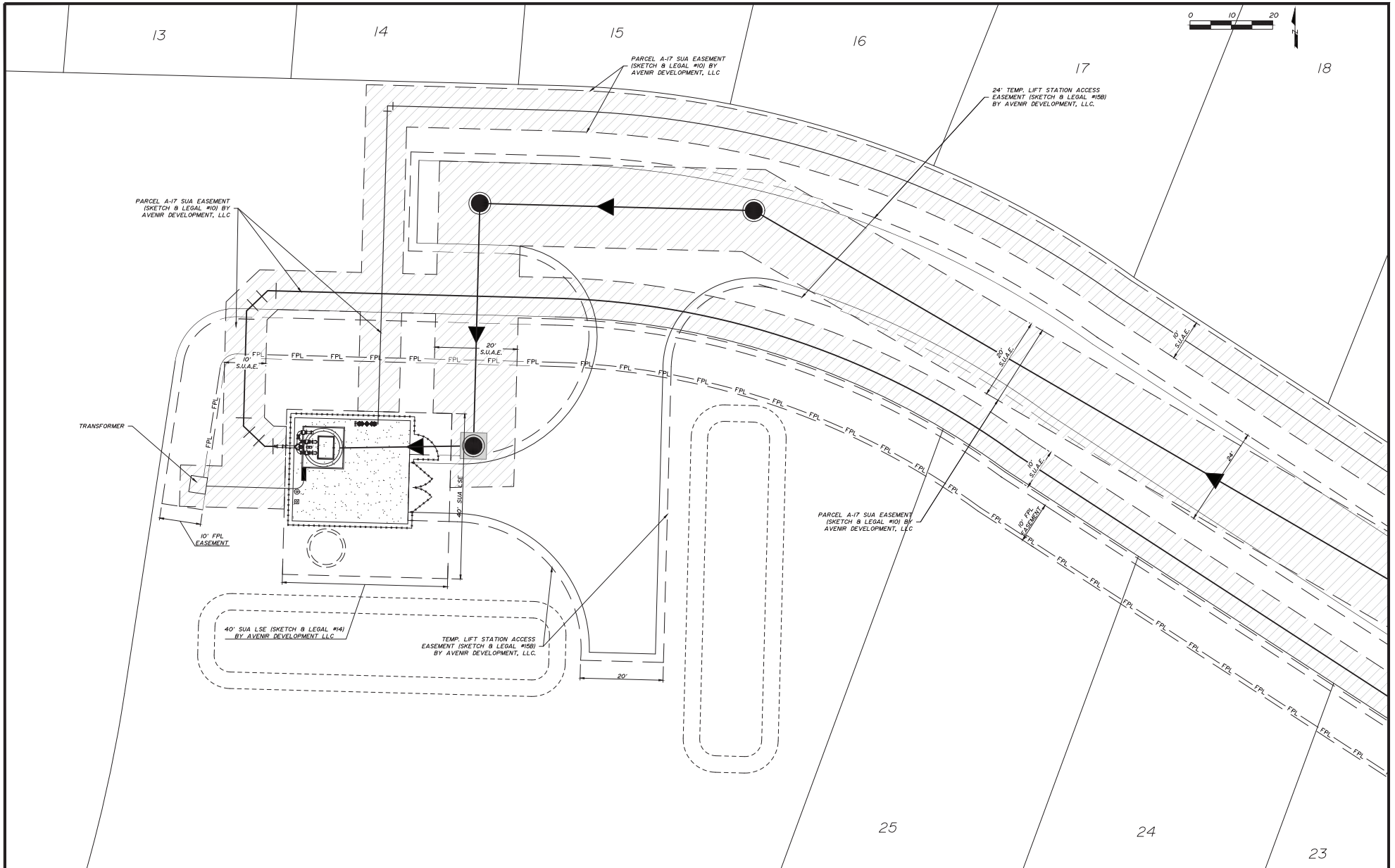
BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 4187
 Date: 01/23/2023
 State of Florida

EASEMENT DEDICATION PLAN
AVENIR SPINE ROAD - PHASE 5
 AVENIR DEVELOPMENT, LLC

Project Number: 202119
 Sheet Number: ED9



| NO. | DATE | BY | REVISION | NO. | DATE | BY | REVISION |
|-----|------|----|----------|-----|------|----|----------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Designed by: C.J.B. Date: 10/2021
 Drawn by: O.B. Date: 10/2021
 Checked by: C.J.B. Date: 10/2021

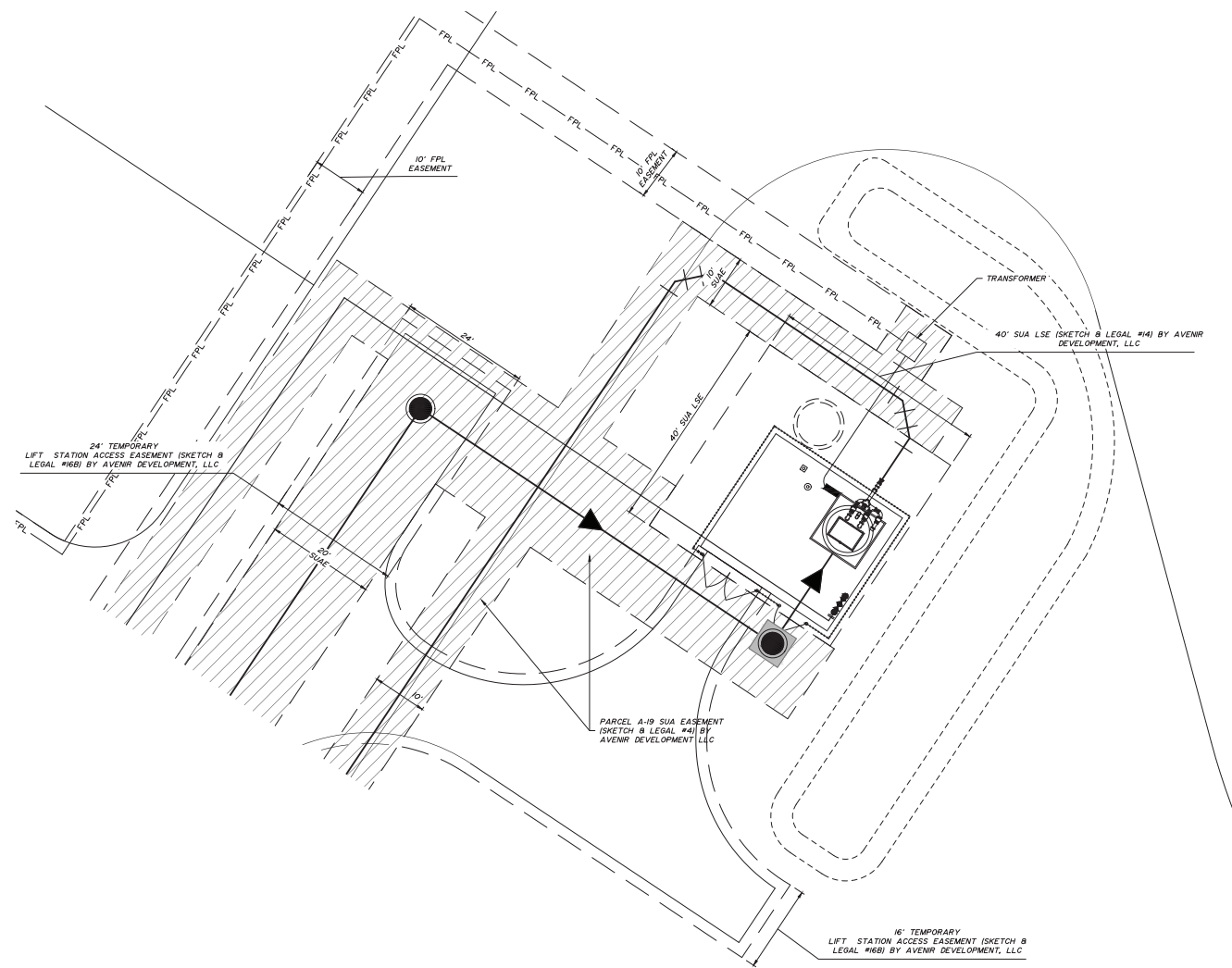
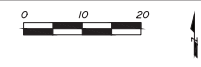
BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 4181
 State of Florida
 Date: 01/23/2023

LIFT STATION NO. 13
 EASEMENT DEDICATION PLAN
 AVENIR SPINE ROAD - PHASE 5
 AVENIR DEVELOPMENT, LLC

Project Number: 202119
 Sheet Number: ED10



| NO. | DATE | BY | REVISION | NO. | DATE | BY | REVISION |
|-----|------|----|----------|-----|------|----|----------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Designed by: C.J.B. Date: 10/2021
 Drawn by: O.B. Date: 10/2021
 Checked by: C.J.B. Date: 10/2021

BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

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

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 4187
 State of Florida
 Date: 01/23/2023

LIFT STATION NO. 14
 EASEMENT DEDICATION PLAN
 AVENIR SPINE ROAD - PHASE 5
 AVENIR DEVELOPMENT, LLC

Project Number: 202119
 Sheet Number: ED1

Return To:

Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, Fl 33410

TEMPORARY ACCESS EASEMENT

THIS EASEMENT made and entered into this ____ day of April, 2023, between **AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes** (hereinafter referred to as "Grantor") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **Seacoast Utility Authority** (hereinafter referred to as "Grantee") whose address is 4200 Hood Road, Palm Beach Gardens, Florida, 33410. **WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a temporary non-exclusive access easement which shall permit the Grantee to enter upon the property herein described at any time for pedestrian and vehicular access over and across the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO
AND MADE A PART HEREOF

Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises without Grantee's prior written consent, which will not be unreasonably withheld. Neither Grantor, nor any other person claiming an interest through Grantor, shall interfere with Grantee's utilization and enjoyment of the easement. Further, Grantor or any other person claiming an interest through Grantor shall remove any structure, obstruction, improvement or impediment which, at any time, interferes with Grantee's utilization and enjoyment of this easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of any mortgages that are prior in right and dignity to this Easement Deed. Furthermore, Grantor covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the easement.

This Easement Deed, and the covenants contained herein, shall be deemed covenants running with the land, and shall be binding on the parties hereto and their successors and assigns.

This Easement shall remain in full force and effect until such time as the Property becomes a publicly dedicated right-of-way, whereupon this Easement shall automatically terminate and be of no further force or effect without the need for any further instrument of record.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

GRANTOR:

Signed, sealed and delivered in the presence of:

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

Witness Signature

Virginia Cepero, Chairperson
Board of Supervisors

Print Name

Witness Signature

Print Name

STATE OF (FLORIDA)

) ss

COUNTY OF (MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by **Virginia Cepero**, as **Chairperson** of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes**, on behalf of such district. The above-named individual is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this _____ day of April, 2023.

(Notary Seal)

Notary Public
Print Name: _____

State of Florida

Commission No: _____

My Commission expires: _____

MORTGAGEE JOINDER AND CONSENT

The undersigned Mortgagee does hereby join in and consent to the granting of this Easement Deed across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book 32576, Page 1396, of the Public Records of Palm Beach County, Florida shall be subordinated to this Easement Deed.

Avenir Holdings, LLC, a Florida limited liability company, which is the holder that that certain Purchase Money Mortgage recorded June 11, 2021 in Official Records Book 32576, Page 1396, as modified by Mortgage Modification, Future Advance and Spreader Agreement recorded October 26, 2022, in Official Records Book 33913, Page 1611, and as modified by Mortgage Modification, Future Advance and Spreader Agreement recorded January 20, 2023, in Official Records Book 34080, Page 1588, as affected by Partial Release of Purchase Money Mortgage recorded December 1, 1022, in Official Records Book 33990, Page 112, Partial Release of Purchase Money Mortgage recorded December 9, 2022 in Official Records Book 34007, Page 748, and Partial Release of Purchase Money Mortgage recorded in Official Records Book 34224, Page 1647, all of the Public Records of Palm Beach County, Florida

IN WITNESS WHEREOF, Virginia Cepero has caused these presents to be executed in its name this ____ day of April, 2023.

WITNESSES:

Mortgagee

Signed sealed and delivered
in the presence of:

AVENIR HOLDINGS, LLC, a Florida
limited liability company

Witness Signature

By: _____
Virginia Cepero, Vice-President

Print Name

Witness Signature

Print Name

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of April, 2023, by **Virginia Cepero**, as **Vice-President of Avenir Holdings, LLC, a Florida limited liability company**, on behalf of such company. The above-named individual is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the ____ day of April, 2023.

Notary Public

(Notary Seal)

Print Name: _____
State of Florida

My Commission No: _____

My Commission expires: _____

JOINDER AND CONSENT

AV BROADBAND, LLC, a Florida limited liability company, which is the holder of that certain Blanket Communication Easement Agreement recorded in Official Records Book 29442, Page 525 of the Public Records of Palm Beach County, Florida (as amended, the "AV Broadband Easement"), does hereby join in and consent to the Easement Deed from **Avenir Development, LLC** to **Seacoast Utility Authority** (the "SUA Easement") to which this Joinder and Consent is attached, and agrees that the AV Broadband Easement shall be subordinated to the SUA Easement.

IN WITNESS WHEREOF, Virginia Cepero has caused these presents to be executed in its name this ____ day of April, 2023.

WITNESSES:

AV BROADBAND, LLC, a Florida limited liability company

Signed sealed and delivered in the presence of:

By: _____
Name: Virginia Cepero
Title: Vice President

Witness Signature

Print Name

Witness Signature

Print Name

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of April, 2023, by Virginia Cepero, as Vice President of AV BROADBAND, LLC, a Florida limited liability company, on behalf of such company. The above-named individual is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this ____ day of April, 2023.

(Notary Seal) _____
Notary Public
Print Name: _____
State of Florida
My Commission No: _____

My Commission expires: _____

EXHIBIT "A"

DESCRIPTION:

A PORTION OF LANDS DESCRIBED IN THE CORRECTIVE SPECIAL WARRANTY DEED IN THE PALM BEACH COUNTY, STATE OF FLORIDA, PUBLIC RECORDS OFFICIAL RECORDS BOOK 33529, PAGE 971, BEING A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF TRACT R1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 76°17'20" WEST, A DISTANCE OF 5834.23 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 58.00 FEET TO A POINT OF CURVETURER OF A NON-TANGENTIAL CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 17.00 FEET, HAVING AN ARC DISTANCE OF 26.70 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" WEST FOR A DISTANCE OF 24.04 FEET; THENCE TO THE WEST LINE OF SPINE ROAD PHASE 5, OF THE CORRECTIVE SPECIAL WARRANTY DEED IN THE PALM BEACH COUNTY, STATE OF FLORIDA, PUBLIC RECORDS OFFICIAL RECORDS BOOK 33529, PAGE 971, SOUTH 90°00'00" WEST, A DISTANCE OF 23.00 FEET; THENCE ALONG SAID WEST LINE, NORTH 00°00'00" WEST, A DISTANCE OF 24.00 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 90°00'00" EAST, A DISTANCE OF 23.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 17.00 FEET, HAVING AN ARC DISTANCE OF 26.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 1084 SQUARE FEET, 0.025 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 20°31'16" WEST ALONG THE WEST LINE OF TRACT R1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JANUARY 20, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

[Handwritten signature]

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

SHEET 1 OF 2



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

Table with 2 columns: Field Name and Value. Fields include DATE (01/20/2023), DRAWN BY (RLF), F.B./ PG. (N/A), SCALE (AS SHOWN), and JOB NO. (7955).

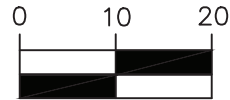
POD 17
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

LEGEND:

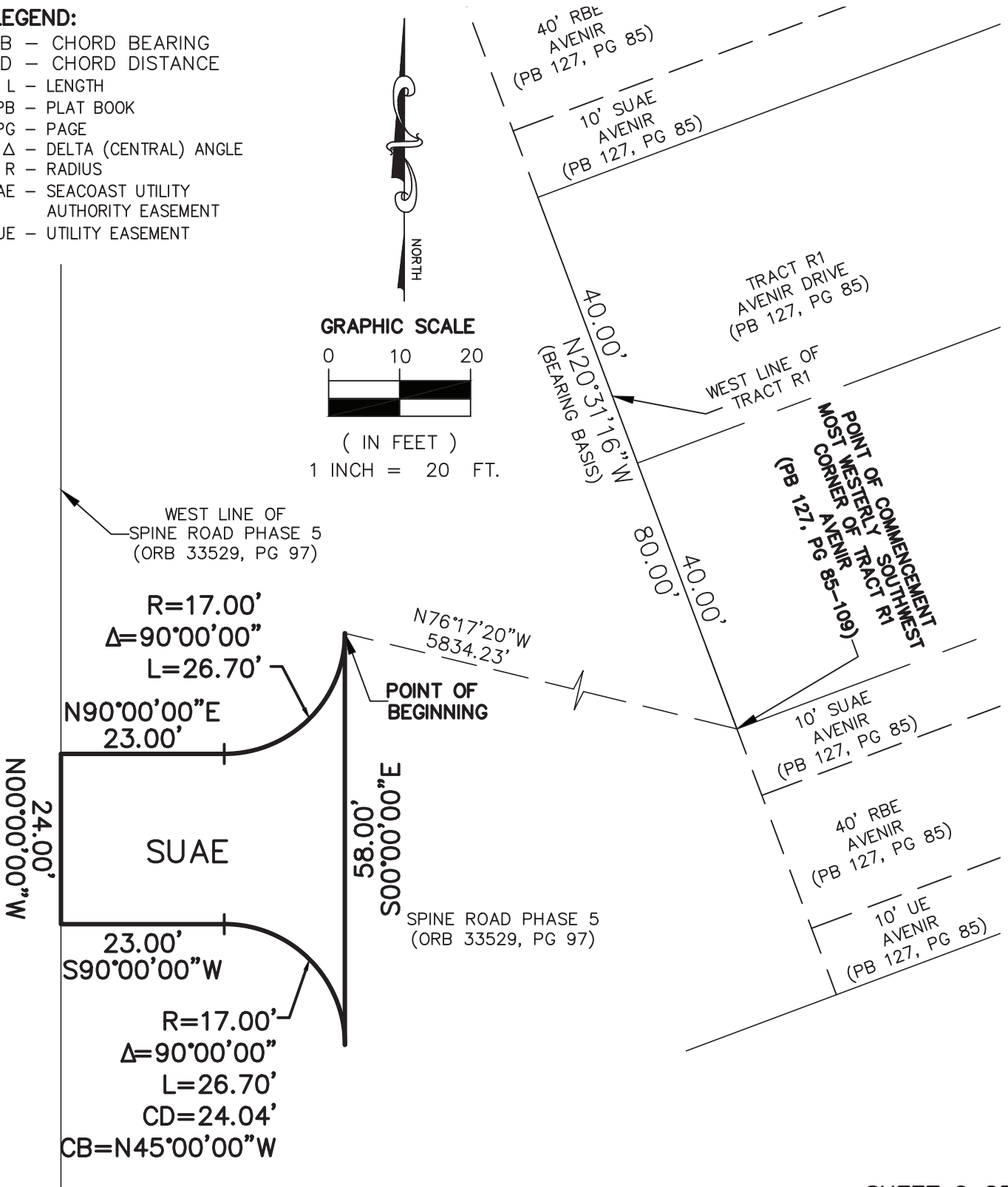
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- Δ - DELTA (CENTRAL) ANGLE
- R - RADIUS
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT



GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT.



SHEET 2 OF 2



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

| | |
|-----------|------------|
| DATE | 01/20/2023 |
| DRAWN BY | RLF |
| F.B./ PG. | N/A |
| SCALE | AS SHOWN |
| JOB NO. | 7955 |

POD 17
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

Return To:

Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, Fl 33410

TEMPORARY ACCESS EASEMENT

THIS EASEMENT made and entered into this ____ day of April, 2023, between **AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes** (hereinafter referred to as "Grantor") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **Seacoast Utility Authority** (hereinafter referred to as "Grantee") whose address is 4200 Hood Road, Palm Beach Gardens, Florida, 33410. **WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a temporary non-exclusive access easement which shall permit the Grantee to enter upon the property herein described at any time for pedestrian and vehicular access over and across the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO
AND MADE A PART HEREOF

Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises without Grantee's prior written consent, which will not be unreasonably withheld. Neither Grantor, nor any other person claiming an interest through Grantor, shall interfere with Grantee's utilization and enjoyment of the easement. Further, Grantor or any other person claiming an interest through Grantor shall remove any structure, obstruction, improvement or impediment which, at any time, interferes with Grantee's utilization and enjoyment of this easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of any mortgages that are prior in right and dignity to this Easement Deed. Furthermore, Grantor covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the easement.

This Easement Deed, and the covenants contained herein, shall be deemed covenants running with the land, and shall be binding on the parties hereto and their successors and assigns.

This Easement shall remain in full force and effect until such time as the Property becomes a publicly dedicated right-of-way, whereupon this Easement shall automatically terminate and be of no further force or effect without the need for any further instrument of record.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

GRANTOR:

Signed, sealed and delivered in the presence of:

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

Witness Signature

Virginia Cepero, Chairperson
Board of Supervisors

Print Name

Witness Signature

Print Name

STATE OF (FLORIDA)

) ss

COUNTY OF (MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by **Virginia Cepero**, as **Chairperson** of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes**, on behalf of such district. The above-named individual is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this ____ day of April, 2023.

(Notary Seal)

Notary Public
Print Name: _____

State of Florida

Commission No: _____

My Commission expires: _____

MORTGAGEE JOINDER AND CONSENT

The undersigned Mortgagee does hereby join in and consent to the granting of this Easement Deed across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book 32576, Page 1396, of the Public Records of Palm Beach County, Florida shall be subordinated to this Easement Deed.

Avenir Holdings, LLC, a Florida limited liability company, which is the holder that that certain Purchase Money Mortgage recorded June 11, 2021 in Official Records Book 32576, Page 1396, as modified by Mortgage Modification, Future Advance and Spreader Agreement recorded October 26, 2022, in Official Records Book 33913, Page 1611, and as modified by Mortgage Modification, Future Advance and Spreader Agreement recorded January 20, 2023, in Official Records Book 34080, Page 1588, as affected by Partial Release of Purchase Money Mortgage recorded December 1, 1022, in Official Records Book 33990, Page 112, Partial Release of Purchase Money Mortgage recorded December 9, 2022 in Official Records Book 34007, Page 748, and Partial Release of Purchase Money Mortgage recorded in Official Records Book 34224, Page 1647, all of the Public Records of Palm Beach County, Florida

IN WITNESS WHEREOF, Virginia Cepero has caused these presents to be executed in its name this ____ day of April, 2023.

WITNESSES:

Mortgagee

Signed sealed and delivered
in the presence of:

AVENIR HOLDINGS, LLC, a Florida
limited liability company

Witness Signature

By: _____
Virginia Cepero, Vice-President

Print Name

Witness Signature

Print Name

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of April, 2023, by **Virginia Cepero**, as **Vice-President of Avenir Holdings, LLC, a Florida limited liability company**, on behalf of such company. The above-named individual is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the ____ day of April, 2023.

Notary Public

(Notary Seal)

Print Name: _____
State of Florida

My Commission No: _____

My Commission expires: _____

JOINDER AND CONSENT

AV BROADBAND, LLC, a Florida limited liability company, which is the holder of that certain Blanket Communication Easement Agreement recorded in Official Records Book 29442, Page 525 of the Public Records of Palm Beach County, Florida (as amended, the "AV Broadband Easement"), does hereby join in and consent to the Easement Deed from **Avenir Development, LLC** to **Seacoast Utility Authority** (the "SUA Easement") to which this Joinder and Consent is attached, and agrees that the AV Broadband Easement shall be subordinated to the SUA Easement.

IN WITNESS WHEREOF, Virginia Cepero has caused these presents to be executed in its name this ____ day of April, 2023.

WITNESSES:

AV BROADBAND, LLC, a Florida
limited liability company

Signed sealed and delivered
in the presence of:

By: _____
Name: Virginia Cepero
Title: Vice President

Witness Signature

Print Name

Witness Signature

Print Name

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of April, 2023, by Virginia Cepero, as Vice President of AV BROADBAND, LLC, a Florida limited liability company, on behalf of such company. The above-named individual is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this ____ day of April, 2023.

(Notary Seal)

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

My Commission expires: _____

DESCRIPTION:

A PORTION OF LANDS DESCRIBED IN THE CORRECTIVE SPECIAL WARRANTY DEED IN THE PALM BEACH COUNTY, STATE OF FLORIDA, PUBLIC RECORDS OFFICIAL RECORDS BOOK 33529, PAGE 971, BEING A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF TRACT R1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE TO THE EAST LINE OF SPINE ROAD PHASE 5, OF THE CORRECTIVE SPECIAL WARRANTY DEED IN THE PALM BEACH COUNTY, STATE OF FLORIDA, PUBLIC RECORDS OFFICIAL RECORDS BOOK 33529, PAGE 971, SOUTH 59°40'54" WEST, A DISTANCE OF 6768.48 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE, SOUTH 33°42'06" WEST, A DISTANCE OF 24.00 FEET; THENCE, NORTH 56°17'54" WEST, A DISTANCE OF 22.82 FEET TO A POINT OF CURVETURER OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 15' 18", HAVING A RADIUS OF 17.00 FEET, HAVING AN ARC DISTANCE OF 26.78 FEET; THENCE, NORTH 33°26'47" EAST, A DISTANCE OF 58.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89° 44' 42", HAVING A RADIUS OF 17.00 FEET, HAVING AN ARC DISTANCE OF 26.63 FEET, AND WHOSE LONG CHORD BEARS SOUTH 11° 25' 33" EAST FOR A DISTANCE OF 23.99 FEET; THENCE, SOUTH 56°17'54" EAST, A DISTANCE OF 23.08 FEET TO THE POINT OF BEGINNING.

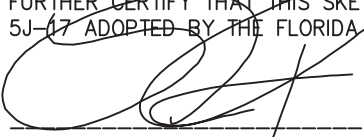
CONTAINING 1,084 SQUARE FEET, 0.025 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 20°31'16" WEST ALONG THE WEST LINE OF TRACT R1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JANUARY 20, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-47 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

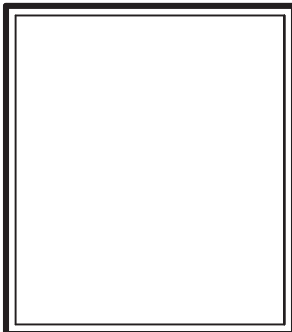


RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR AND
MAPPER #6272
STATE OF FLORIDA - LB #3591

SHEET 1 OF 2



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



| | |
|-----------|------------|
| DATE | 01/20/2023 |
| DRAWN BY | RLF |
| F.B./ PG. | N/A |
| SCALE | AS SHOWN |
| JOB NO. | 7955 |

**POD 19
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

LEGEND:

- CB — CHORD BEARING
- CD — CHORD DISTANCE
- L — LENGTH
- PB — PLAT BOOK
- PG — PAGE
- Δ — DELTA (CENTRAL) ANGLE
- R — RADIUS
- SUAE — SEACOAST UTILITY AUTHORITY EASEMENT
- UE — UTILITY EASEMENT

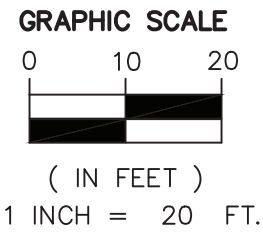
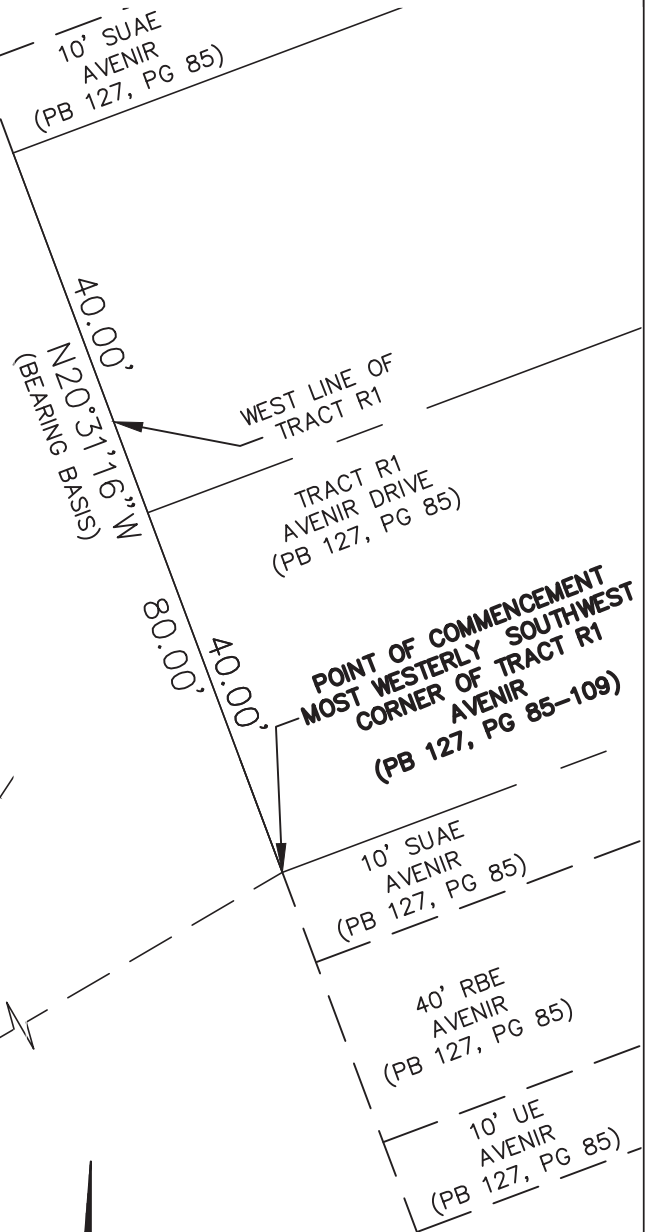
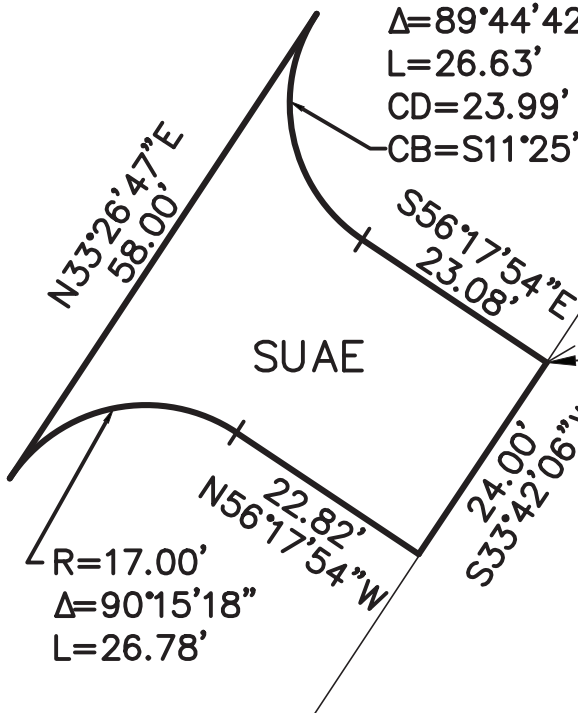
SPINE ROAD PHASE 5
(ORB 33529, PG 97)

EAST LINE OF
SPINE ROAD PHASE 5
(ORB 33529, PG 97)

R=17.00'
Δ=89°44'42"
L=26.63'
CD=23.99'
CB=S11°25'33"E

POINT OF
BEGINNING

AVENIR
PARCEL A-1
(PB 127, PG 85)

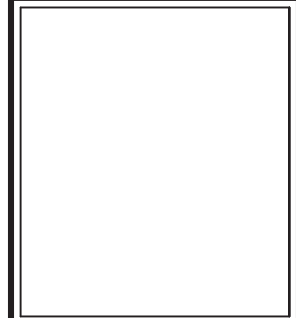


SHEET 2 OF 2



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

POD 19
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION



| | |
|-----------|------------|
| DATE | 01/20/2023 |
| DRAWN BY | RLF |
| F.B./ PG. | N/A |
| SCALE | AS SHOWN |
| JOB NO. | 7955 |

This Instrument Prepared by
and to be Returned to:

Daniel M. Mackler, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Dr., Suite 500
West Palm Beach, Florida 33401

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LAKE INTERCONNECT EASEMENT

[AVENIR – POD 20]

THIS LAKE INTERCONNECT EASEMENT (this “**Easement**”) is entered into as of the 3rd day of April, 2023, (the “**Effective Date**”) by and between AVENIR DEVELOPMENT, LLC, a Florida limited liability company (“**Avenir**”), whose mailing address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, and AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) whose mailing address is c/o Special District Services, 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410. Avenir and the District are hereinafter referred to collectively as the “**Parties**”, and each individually is a “**Party**”.

W I T N E S S E T H:

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

WHEREAS, the District has ownership of, or maintenance responsibility with respect to, certain water management tracts legally described as Tracts “___” through “___”, AVENIR – POD 20, according to the Plat thereof, recorded in Plat Book 135, Page 113, of the Public Records of Palm Beach County, Florida (the “**Lake Areas**”); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature pages follow]

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

In the Presence of:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Print Name: _____

By: _____
Manuel M. Mato, President

Print Name: _____

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Manuel M. Mato, President of Avenir Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

Notary Public – State of Florida

Notary Stamp/Seal: _____

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

In the Presence of:

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

Print Name: _____

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

Print Name: _____

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Virginia Cepero, as Chairperson of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who is personally known to me or who has produced _____ as identification.

Notary Public – State of Florida

Notary Stamp/Seal: _____

EXHIBIT "A"

Easement Premises

[See attached]

Instrument Prepared By and Return to:

Daniel M. Mackler, Esq.
Gunster, Yoakley, & Stewart, P.A.
777 South Flagler Drive, Suite 500
West Palm Beach, Florida 33401

Space Above this Line for Recording Data

LANDSCAPE MAINTENANCE EASEMENT AGREEMENT

[AVENIR – POD 20]

THIS LANDSCAPE MAINTENANCE EASEMENT AGREEMENT (this “**Easement**”), made this 3rd day of April, 2023 (the “**Effective Date**”), between **AVENIR – POD 20 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 (“**Grantor**”) and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (“**CDD**”).

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of real property situate in Palm Beach County, Florida, which property is more particularly described as:

Tracts “___”, “___”, “___”, “___” and “___”, AVENIR – POD 20, according to the plat thereof, as recorded in Plat Book 135, Page 113, of the Public Records of Palm Beach County, Florida (the “**Easement Area**”);

WHEREAS, the Easement Area is located within the jurisdictional boundaries of the CDD and the CDD desires an easement over the Easement Area, as the intent of the parties is for the Grantor to install or have installed the Improvements, as later defined, at Grantor’s sole cost and expense, and upon completion of the Improvements, for the CDD to provide for the regular and routine Maintenance Services, as later defined, of said Improvements utilizing funds collected from the assessable lands within the CDD for purposes of the operation and maintenance of the CDD; and

WHEREAS, Grantor is willing to grant such easement upon and subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other contained herein and other good and valuable considerations, Grantor and CDD hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement**. Grantor does hereby grant unto the CDD a non-exclusive easement over the Easement Area to repair, maintain, and replace the landscape improvements including but not limited to, trees, bushes, flowers, plantings, sod, ground cover, and irrigation systems (including irrigation lines, facilities, pumps and timers) appurtenant thereto (hereinafter the “**Improvements**”) contained in the Easement Area. The Improvements shall be deemed to (i)

include the western façade (but not structure) of the buffer wall constructed (or to be constructed) upon or adjacent to the Town Center Buffer Area, and (ii) the façade (but not structure) of the side of the buffer walls constructed (or to be constructed) upon or adjacent to each Spine Road Buffer Area that is facing exterior to the residential subdivision adjacent to such walls. Grantor hereby reserves all rights of ownership in and to the Easement Area that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Area and the right to use the Easement Area for all uses not interfering with the uses permitted under this Easement.

3. **Maintenance Responsibility.**

- a. CDD shall maintain, repair, and replace the Improvements within the Easement Area, at its sole cost and expense, in a manner consistent with its maintenance of similar improvements throughout the jurisdictional boundaries of the CDD. Such maintenance shall include the services specified in Exhibit "A" attached hereto (the "**Maintenance Services**"). To the extent permitted by law, CDD shall defend, indemnify and hold Grantor harmless from any loss, liability, damages, injuries and claims as to foregoing, whether as to person or property, arising from the acts and omissions of CDD on and with respect to the Easement Area, and such indemnification obligations shall survive the termination of this Easement.
- b. The Maintenance Services shall be provided by the CDD in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the CDD shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the CDD.
- c. The Maintenance Services shall be provided by the CDD in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions.
- d. The Maintenance Services shall be provided by the CDD without interfering in any way with or encumbering the use, ownership, or other right or interest of any party in the Improvements or in the Easement Area, except to the extent reasonably necessary, on a temporary basis, for the CDD to perform its obligations under this Easement.
- e. The CDD shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the CDD may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Easement.
- f. The CDD shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget and levy non-ad valorem assessments against the owners of the benefitting lands within the CDD.
- g. The CDD shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of

applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, “**Applicable Laws**”), arising in connection with the CDD’s failure to perform the Maintenance Services in the manner required under this Easement. Any fines, penalties or other costs imposed against the Grantor for such violations shall immediately be paid by the CDD within fifteen (15) business days of the CDD’s actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one’s actual knowledge of such alleged violation of any Applicable Laws. The CDD shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to the CDD’s performance of its obligations under this Easement, however, Grantor shall notify the CDD of any changes to any Applicable Laws within a reasonable period of time of the Grantor’s actual knowledge of such changes.

4. **Excluded Events.** The Maintenance Services to be performed by the CDD shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (i) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (ii) the acts or omissions of Grantor or any of its contractors, agents, officers, employees, volunteers, or representatives (an “**Excluded Event**”). Grantor shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the CDD shall submit written notice to Grantor regarding any such damage to the Improvements due to the Excluded Event. However, the CDD’s failure to provide said notice shall not negate Grantor’s responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the CDD is delayed in the performance of any obligation under this Easement that it is otherwise responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.
5. **Emergency Intervention by Grantor.** In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by Grantor in its reasonable discretion, and regardless of any language in this Easement to the contrary or any language in any contract or arrangement that the CDD may have with third parties concerning the Maintenance Services for the Improvements, Grantor reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the CDD and if the CDD does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Easement: (a) the provision of any of the Maintenance Services and (b) the removal, modification, relocation, or replacement, as the case may be and in Grantor’s reasonable discretion, of one or more of the Improvements. Following termination of the emergency event and conclusion of emergency remedial actions, if any, Grantor shall so notify the CDD and the CDD shall thereupon be obligated to resume the provision of Maintenance Services under this Easement. For the purpose of clarity, the CDD’s failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Easement.
6. **Binding Effect.** This Easement shall be and constitutes a covenant running with the Easement Area, and shall inure to the benefit of, and be binding upon, the parties hereto and on Grantor’s successors in title to the Easement Area.

7. **Default.**

- a. In addition to any other remedies available in law or equity, and any other rights of Grantor expressly provided in this Easement, if the CDD should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from Grantor, then in that event Grantor, at its sole discretion and with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements, or (ii) remove, modify, relocate, or replace, as the case may be and in the Grantor's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services, or (iii) terminate this Easement by providing written notice to the CDD and recording a termination of this Easement executed solely by Grantor in the Public Records of Palm Beach County, Florida. At such time as Grantor should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from Grantor, the CDD shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the CDD may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the either parties' rights to terminate this Easement in accordance with Section 8. Further, in such event, the CDD shall reimburse Grantor for the reasonable out-of-pocket costs incurred by the Grantor in providing such Maintenance Services (the "**Reimbursement Payments**") until such time as this Easement has been terminated (such obligation shall survive the termination of this Easement). In connection with any request by Grantor for Reimbursement Payments, Grantor shall provide to the CDD copies of invoices for the Maintenance Services provided by Grantor and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.
- b. Before any breach by the CDD of its obligations under this Easement shall constitute a default, Grantor shall first provide the CDD with written notice of such breach and the CDD shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the CDD has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.
- c. Except as expressly provided in Section 7(a) above, any costs incurred by Grantor in performing the Maintenance Services for any reason, shall be borne solely by Grantor.
- d. At the sole discretion of Grantor, a default by the CDD under this Easement shall entitle Grantor to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the CDD's default under this Easement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the Grantor shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the CDD's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Easement by Grantor shall be limited to (a) the costs of any actual damage to the Easement Area or the Improvements resulting from the CDD's failure to perform the Maintenance Services in the manner required under this Easement, (b) any amounts owing in connection with the CDD's indemnification

obligations, and (c) any enforcement costs due to Grantor under Section 12(f). For the purpose of clarity, in accordance with Section 5(c), Grantor shall not be entitled to any damages for the costs incurred by Grantor to simply perform the Maintenance Services in lieu of the CDD.

8. **Term of Agreement.** This Easement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Easement, the term of this Easement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date. This Easement shall automatically renew for additional five years, commencing at 12:01 a.m. on October 1st of the that year, unless the CDD provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the CDD intends not to renew for an additional term. In addition to the rights and methods of termination established pursuant to any other provision of this Easement, either the Grantor or the CDD may terminate this Easement at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the other party of its intent to terminate this Easement pursuant to this provision. Any termination of this Easement shall be evidenced by a termination executed by the CDD and the Grantor and recorded in the Public Records of Palm Beach County, Florida. Upon any such termination, each party agrees to reasonably cooperate with the other party in connection with the recording of an instrument evidencing the termination of this Easement.
9. **Insurance.** The CDD shall individually maintain, and require any contractor hired by the CDD to perform the Maintenance Services to maintain, throughout the term of this Easement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.
10. **Amendment.** This Easement may only be amended by a written amendment duly executed by the Grantor and the CDD, or their successors and assigns, and recorded in the Public Records of Palm Beach County, Florida.
11. **Authority.** Each of Grantor and CDD does hereby warrant that this document has been duly executed.
12. **Miscellaneous.**
 - a. CDD's use of the Easement Area shall be in conformity with safe practices and shall at all times be in compliance with all local, state and federal laws, statutes, rules and regulations, including, without limitation, as to environmental matters.
 - b. The Easement granted hereunder is subject to all matters of record and those matters that a personal inspection or an accurate survey of the Easement Area would reveal. Grantor does not make any representation or warranty, express or implied, with respect to the Easement Area, including, without limitation, as to fitness for a particular purpose, design or conditions, compliance with laws, absence of defect, whether patent or latent, or the existence of any hazardous substance. CDD acknowledges that it has inspected the Easement Area to the extent it deems necessary and has found the Easement Area satisfactory in all respects.
 - c. CDD shall not commit or suffer to be committed any waste or nuisance upon the Easement Area and shall take such action necessary to terminate any nuisance or waste, except CDD shall not be liable to take such action to terminate any nuisance or waste to

the extent an act or omission of Grantor is a substantial factor in the causation of such nuisance or waste.

- d. This Easement shall be governed by the laws of the State of Florida without giving effect to it conflict of laws principles. Venue and jurisdiction for any dispute arising under this Easement shall be exclusively in the courts located in Palm Beach County, Florida.
- e. All notices under this Easement shall be in writing and shall be sufficiently made or given only when delivered in person, sent by recognized overnight courier, or mailed by certified mail, return receipt requested, to the party's address provided in the initial paragraph to this Easement. Notice given by hand delivery shall be deemed received on the date delivered if delivered on a business day during business hours, otherwise it shall be deemed delivered on the next business day. Notice given by certified mail, return receipt requested, postage pre-paid, shall be deemed delivered three days following the date mailed. Notice sent by nationally recognized overnight courier (such as Federal Express) with request for next business day delivery, shall be deemed received on the next business day. Any notice refused shall be deemed to be accepted on the earlier of the time frame set forth in this notice provision or when actually refused. Grantor and Grantee may modify their respective notice address by providing ten (10) days' prior written notice to the other.
- f. In the event that either party is required to enforce this Easement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.
- g. Nothing contained in this Easement shall be deemed a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

[SIGNATURE PAGES FOLLOW]

Signature Page to Landscape Maintenance Easement Agreement

IN WITNESS WHEREOF, the parties hereto execute this Landscape Maintenance Easement Agreement and further agree that it shall take effect as of the date first above written.

Signed, sealed and delivered
In the presence of:

**AVENIR – POD 20 NEIGHBORHOOD
ASSOCIATION, INC.**, a Florida corporation not for
profit

Witness: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Witness: _____

Print Name: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, the _____ of **AVENIR – POD 20 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, who is personally known to me or who has produced _____ as identification.

Notary Public – State of Florida

Notary Seal: _____

Signature Page to Landscape Maintenance Easement Agreement

Signed, sealed and delivered
In the presence of:

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

Witness: _____
Print Name: _____

By: _____
Name: _____
Title: _____

Witness: _____
Print Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, the _____ of **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who is personally known to me or who has produced _____ as identification.

Notary Public – State of Florida

Notary Seal: _____

EXHIBIT "A"

Maintenance Services

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

**MAINTENANCE AGREEMENT
(Avenir – Pod 20)**

This Maintenance Agreement (this “Agreement”) is made and entered into this 3rd day of April, 2023 (the “Effective Date”), by and between:

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

AVENIR - POD 20 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, whose address is _____ (the “Association”).

RECITALS:

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

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

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

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

1.0 Recitals

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

2.0 Association’s Performance of Maintenance Services

The District and the Association hereby agree, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 Emergency Intervention by the District

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

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

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

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

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

5.0 Default, Remedies, and District Expenditures.

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

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

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

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

6.0 Indemnification.

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

7.0 Insurance.

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

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

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

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

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

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

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

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

8.0 Term of Agreement.

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

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

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

9.0 Miscellaneous Provisions.

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

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

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

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

AS TO THE ASSOCIATION: Avenir - Pod 20 Neighborhood Association, Inc.

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(P) Records:

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

[Signature Page to Maintenance Agreement]

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

ATTEST:

DISTRICT:

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

By: _____

Name: Virginia Cepero

Title: Chairperson, Board of Supervisors

Secretary/Assistant Secretary

Date: April 3, 2023

[Signature Page to Maintenance Agreement]

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

ASSOCIATION:

**AVENIR – POD 20 NEIGHBORHOOD
ASSOCIATION, INC.**, a Florida corporation not
for profit

By: _____

Name: Manuel M. Mato

Title: President

Date: April 3, 2023

EXHIBIT "A"

DESCRIPTION OF DISTRICT PROPERTY

Tracts "____" to "____", inclusive, Avenir – Pod 20, according to the plat thereof recorded in Plat Book 135, Page 113, of the Public Records of Palm Beach County, Florida.

EXHIBIT “B”

WATER MANAGEMENT TRACT

Tracts “___” to “___”, inclusive, Avenir – Pod 20, according to the plat thereof recorded in Plat Book 135, Page 113, of the Public Records of Palm Beach County, Florida.

EXHIBIT “C”

DESCRIPTION OF IMPROVEMENTS

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

EXHIBIT "D"

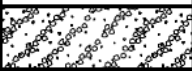



DESCRIPTION OF MAINTENANCE SERVICES

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

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

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

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

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



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

Engineering EB0003591
 Surveying LB0003591
 Landscape Architecture LC0000318

April 14, 2023

Proposal #04-23-073

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

Re: Agreement for professional Agreement for professional services relating to the "AVENIR TOWN CENTER" project located in the City of Palm Beach Gardens, Palm Beach County, Florida.

Dear Mrs. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR TOWN CENTER ENGINEER'S REPORT". The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). SKETCH OF DESCRIPTION FOR AVENIR TOWN CENTER PARCELS A, B & C

Consultant shall prepare a sketch and legal description for the proposed "Avenir Town Center Parcels A, B & C" to accompany the engineer's report. All sketches shall be prepared in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Fee.....\$1,350.00

2). MISCELLANEOUS SERVICES

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

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

3). GENERAL PROVISIONS

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

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

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

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

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

Page 4 – April 14, 2023
Proposal #04-23-073
Avenir Community Development District

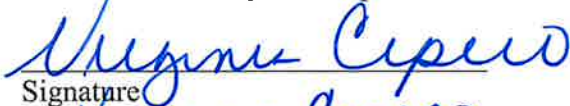
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District



Signature
VIRGINIA CEPEDO

Print Name
CHAIR

Title

Date
4/24/23

Z:\PROPOSALS-BIDS\Pending\2023\Avenir Town Center SKOD Parcels A, B, C-Avenir CDD.docx



April 20, 2023
Virginia Cepero
AVENIR COMMUNITY DEVELOPMENT DISTRICT
550 Biltmore Way, Suite 1110
Miami, FL 33134
Phone: (305) 447-7494
Fax: (561) 828-0440

Supplemental Agreement 13

**NORTH LAKE BLVD / Coconut Blvd intersection design for
SIGNAL ULTIMATE CONDITION**

Dear Ms. Cepero

The purpose of this Supplemental Agreement to the original scope is as follows:

1- Revise the preliminary intersection layout of Coconut Blvd / Northlake Blvd for the ultimate condition to design for a special signal mast arm based on the following lane configurations

NORTHBOUND: DUAL NBLT + 2 THRUS + 7' BIKELANE + 2 NBRT (all 11' lanes)

Receiving northbound north of the intersection:

1 thru lane at 15' and 1 thru at 11' + 6' bike lane

SOUTHBOUND: 3 SBLT + 2 THRUS + 6' BIKELANE + 1 SBRT (all 11' lanes)

Receiving southbound south of the intersection:

1 thru lane at 15' and 1 thru at 11' + 7' bike lane

EASTBOUND: DUAL EBLT + 3 THRUS + 5' BIKELANE + 1 EBRT (all 11' lanes)

Receiving eastbound east of the intersection:

3 thru lanes at 15' + 7' bike lane

WESTBOUND: DUAL WBLT + 4 THRUS + 7' BIKELANE + 1 WBRT (all 11' lanes)

Receiving westbound west of the intersection:

1 thru lane at 15' and 2 thru at 11' + 7' bike lane

All traffic separators will be 6' wide

- 2- Cost Estimate**
- 3- Signal plans.** The signal plans will be prepared based on the lane geometry as listed under item 1 above and in accordance with Palm Beach County current standards. Required plans will include but not limited to; cover sheet, general notes, tabulation of quantities, signal plan, mast arm tabulation, guide sign worksheet
- 4- Coordination with Palm Beach County and address comments made.** Also, coordination with structural sub.

Consultant _____ Client _____

- 5- Revise signing and pavement marking.
- 6- Structural analyses including special foundation and mast arms. See attached detailed scope and fees.

It is assumed that no geotechnical services are needed. However, a conservative assumption will be made.

Supplemental Agreement number 2 was prepared on March 4, 2020 to address the design of the ultimate expanded intersection at Coconut Blvd and Northlake Blvd. Some of the original funds were used due to requests from client as summarized in Table 1 below,

Table 1

| ACTIVITY | Phase II Coconut Blvd / Northlake Blvd based ultimate design | Used fee as of 4/11/2023 | Remaining balance |
|------------------------------|--|-----------------------------|----------------------|
| 1-Roadway Design Analysis | \$14,915.56 | \$4,000.00 | \$10,915.56 |
| 2-Drainage Analysis | \$7,801.80 | \$1,000.00 | \$6,801.80 |
| 3-Roadway Plans | \$32,125.50 | \$3,000.00 | \$29,125.50 |
| 4-Drainage Plans | \$2,753.58 | \$0.00 | \$2,753.58 |
| 5-Utilities | | | \$0.00 |
| 6-Permits | \$16,062.54 | \$2,000.00 | \$14,062.54 |
| 7-Signing & Pavement Marking | \$11,014.31 | \$2,000.00 | \$9,014.31 |
| 9- survey | \$0.00 | | \$0.00 |
| TOTAL | \$84,673.29 | \$12,000.00 | \$72,673.29 |

Table 2 below summarizes the fee for SA 13 for the **Basic Services**, and Table 3 summarizes the **Optional Services**

Table 2

Summary of **BASIC SERVICES** - Signal Design for ultimate layout -SA13

| ACTIVITY | Fee | Fund to be used from SA 2 towards SA 13 | Amount required to cover fees for SA13 |
|--|--------------------|---|--|
| 1-Intersection layout for ultimate condition | \$4,620.00 | | |
| 2-Cost estimate | \$1,635.00 | | |
| 3-Signal plans | \$24,880.00 | | |
| 4-Coordination with the county and sub | \$8,480.00 | | |
| 5-Revise Signing & Pavement Marking | \$1,585.00 | | |
| 6-Structural analyses | \$40,860.00 | | |
| TOTAL | \$82,060.00 | \$72,673.29 | \$9,386.71 |

Table 3

Summary of **OPTIONAL SERVICES** - Signal Design for ultimate layout

| ACTIVITY | Fee | Fund to be used from SA 2 towards SA 13 | Amount required to cover fees for SA13 |
|-----------------------|--------------------|---|--|
| 1-Structural analyses | \$20,429.76 | | |
| TOTAL | \$20,429.76 | 0 | \$20,429.76 |

Consultant NS Client

In summary, the remaining funds of \$72,673.29 in SA will be used towards SA 13.

The required fund to be paid by client for SA 13 will be a total:

\$9,386.71 for basic services

\$20,429.76 for optional services

This Supplemental Agreement will be made part of the original agreement.

Acceptance of Proposal:

By: **HSQ Group, LLC.**

Signed: Nour Shehadeh

Name: Nour Shehadeh, PE

Title: Vice President

Date: 4/20/23

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

By:

Signed: Virginia Cepero

Name: Virginia Cepero

Title: CHAIR

Date: 4/24/2023

Consultant _NS_ Client _____



*Monthly Managers Report
April 27, 2023*

Date of Report: 4/19/2023

Submitted by: Richard Salvatore

- **Completed Tasks**
 - The maintenance cart has been repaired by the manufacturer, and returned.
 - Board approved carpet cleaning was completed on April 3rd.
- **Ongoing Tasks**
 - Installation of lighting along the newly poured sidewalk has begun.
 - Board approved HVAC maintenance agreement w/ "Eskimo" is being finalized.
 - Board approved Fountain pump project has been submitted to vendor. Awaiting contract return.
- **Future Items**
 - Possible implementation of "Electronic Waivers" are being considered to better track clubhouse usage:
 - Can individually track daily/weekly guest usage, tours, event sign ins, repeat visitors, etc.
 - 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.
- **Items for consideration**
 - Lil Mo's Tennis Tournament
 - Tournament held last year at Avenir, Program director has inquired about using the tennis courts again this year.
 - Saturday, December 2nd through Monday, December 4th
 - Addition of the following items:
 - 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 on 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.

Lifestyle Directors Report

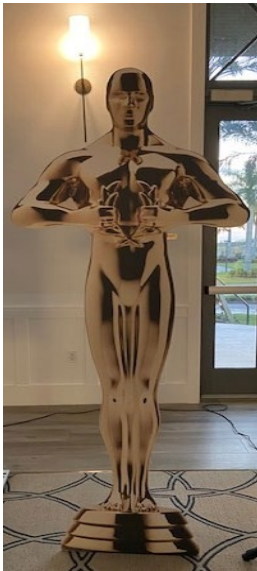
Date of Report: 4/19/2023

Submitted by: Gina Todd Sanchez

Completed Events:

- **Red Carpet Oscar Movie Night – Friday, March 10th**

The red carpet will be rolled out for Avenir Patrons for a special viewing of the Oscar Nominated feature film, TOP GUN: Maverick. In addition to the showing, Patrons put their movie skills to the test by completing Oscar Night Trivia while enjoying gourmet popcorn and other snacks.



- **Lucky the Leprechaun – Friday, March 17th**

Avenir's Lads and Lassies were challenged to guess the number of rainbow treats Lucky the Leprechaun was guarding. The exact number of rainbow treats was 2133. One Avenir Resident had the luck of the shamrock and came closest with a guess of 2123. The resident was awarded the pot of riche, including a gift card to Paddy Mac's Irish Pub and Rainbow Skittles.

- **O“Fish”ally ONE – Saturday, March 18th**

Patrons were invited “under the sea” as the Clubhouse O“FISH”ally turned ONE. Sun, splashes, and most importantly smiles were seen from ear to ear. A special guest, Sirius the Mermaid, mesmerized the little Avenir residents as DJ Danny kept the festive atmosphere going with upbeat music. What’s a birthday celebration without cake and ice cream? Patrons were treated to various cupcakes from “Smallcakes of Royal Palm Beach” and ice cream sundaes from “Lily’s Handmade Ice Cream.”



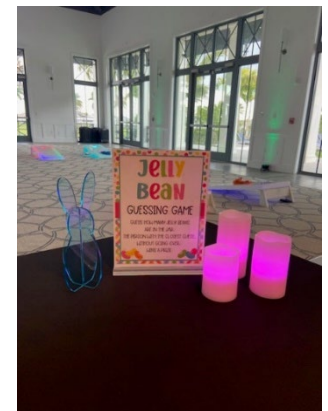
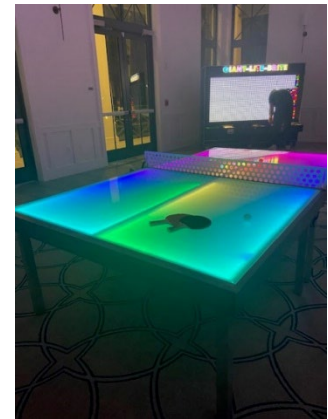
- **Conservation Trail Phase One Opening – Saturday, March 25th**

Exciting News!!! Residents and their guests had the opportunity to tour the opening of the walking trails and learn more about the conservation area. Light bites and beverages were served.



- **Glo EGGstravaganza – Saturday, April 1st**

What a glowing night to kick off the spring season and the second annual EGGstravaganza. Avenir patrons enjoyed a variety of LED games, glow-in-the-dark face painting, jelly bean guess, egg hunt, churros, and Chick Fla. The little Avenir Patrons enjoyed watching our Special Guest of the evening show off some of his dance moves on the LED dance floor. Great times had by all and memories made.



Upcoming Events:

- **VIP Picnic – Sunday, April 29th, 5:30pm to 8:00pm**
In honor of National Picnic Day, Avenir Patrons are invited to join a VIP Picnic located on the pool lawn. A charcuterie board for two, sparkling water & juices, and lots of conversation is included.
- **Talk Derby to Me – Saturday, May 6th, 5:30pm to 8:00pm**
It's time to break out the BIG hats, put on those bow ties, and head to clubhouse to see who wins the garland of roses. Light bites, mint juleps, bluegrass music, horseshoes, and broadcast of the race are in store for participants.
- **Massages & Mimosas – Saturday, May 13th, 10:00am to 12:00pm**
Ten-minute chair massages & a complimentary mimosa will be available on the café deck for the Avenir Moms & Grandmothers to celebrate Mother's day.
- **Sundae Fun Day – Sunday, June 4th TBD**
To kickstart the start of the summer season, Avenir Patrons will be treated to a Sundae Bar with all the fixings.
- **Tee Time – Saturday, June 17th, 12:00pm to 2:30pm**
Its time for the Avenir Fathers & Grandfathers to tee off in the Event Hall for an afternoon of golf, darts, football toss, cornhole, cards, and light bites in celebration of Father's Day.

Previous Rentals:

- **Rental of Large Pool Pavilion, Small Pool Pavilion, & Café Pavilion – Saturday, March 25th**
 - Wedding reception after party, approximately 113 guests
- **Rental of Event Hall & Clubroom – Thursday, March 30th**
 - Broker Event, All Builders Represented to showcase their developments. Light bites and cocktails were served to the guests. Guest count was approx. 130 guests.
- **Rental of Event Hall – Saturday, April 15th**
 - Wedding Reception rental, approximately 90 guests.

Upcoming Rentals:

- **Rental of Large Pavilion – Saturday, April 29th**
 - Birthday Party, estimated 40 guests
- **Rental of Small Pavilion – Sunday, May 7th**
 - Birthday Party, estimated 20 guests
- **Rental of Small Pavilion – Saturday, May 20th**
 - Birthday Party, estimated 20 guests.
- **Rental of Small Pavilion – Saturday, May 27th**
 - Wedding, estimated 60 guests
- **Rental of Event Hall – Saturday, June 3rd**
 - Broker Event, guest count TBD
- **Rental of Event Hall – Saturday, June 10th**
 - Broker Event, guest count TBD



Field Operations Manager Report

Date of Report: 4/19//2023

Submitted by: Jorge Rodriguez

Completed Tasks

- All tennis courts and pickleball court nets have been washed and restored to like-new condition.
- Both Playgrounds have been pressure washed
- Clubhouse front entry and rear “Café Pavilion” have both been pressure washed, along with the building’s side walkways.
- All pool deck furniture has been lightly pressure washed and cleaned. Umbrellas scrubbed.
- The sidewalks and paver walkways have been pressure cleaned.
- The fire pit GFI and wiring have been replaced due to short-circuiting.

Weekly Projects

- Garbage cans on the clubhouse grounds are checked and emptied daily
- Garbage cans on Avenir Drive are checked and emptied weekly.
- All outside light fixtures are inspected nightly, and interior fixtures are inspected daily.
- 6 Clay Tennis Courts are raked and rolled twice 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.
- The installation of dog waste stations, along Avenir Drive, will begin next week.