



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
SPECIAL BOARD MEETING
& PUBLIC HEARING
JUNE 9, 2023
12:30 P.M.**

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

www.avenircdd.org
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AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, Florida 33410
SPECIAL BOARD MEETING & PUBLIC HEARING
June 9, 2023
12:30 p.m.

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Published in Palm Beach Daily Business Review on May 31, 2023

Location

Palm Beach County, Florida

Notice Text

AVENIR COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF SPECIAL BOARD OF SUPERVISORS' MEETING

The Board of Supervisors (the "Board") of the Avenir Community Development District (the "District") will hold a Special Board Meeting on June 9, 2023, at 12:30 p.m. in The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 for the purpose of considering any business that may properly come before the Board.

A copy of the agenda may be obtained from the District's website seven (7) days prior to the Special Board Meeting or at the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Telephone: (561) 630-4922 and/or toll free at 1-877-737-4922, during normal business hours.

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

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

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Special Board Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. Meetings may be cancelled from time to time without advertised notice.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

5/31 23-32/0000665633P

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 27, 2023**

A. CALL TO ORDER

The April 27, 2023, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:34 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

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

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero, and Supervisors Daniel Lopez and Eduardo Stern and it was in order to proceed with the meeting.

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

Also present were: Developer Representative Rosa Schechter (via phone); Tanya McConnell of Avenir Development; Brielle Barba of Special District Services, Inc; Andrew Karmeris of Special District Services, Inc. (via phone); and Katerina Brant, a District resident (via phone).

Mr. Pierman also noted that there were other District residents on the phone whose names were not clear.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Pierman noted that H&J Change Order Nos. 15 and 16 had just been received and would be added under New Business.

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

Ms. Brant expressed concern over safety, landscaping and the clubhouse. Specifically, she requested more police presence to address speeding and stolen cars, replacements for dead landscaping, and several recommendations for the clubhouse, including more routine playground and deck furniture cleaning, improvements in pool and tennis court access, and better events. Other residents echoed her concerns. Mr. Pierman suggested that she contact him after the meeting to discuss her concerns, explaining that there was a 3-minute limit on public comments.

F. APPROVAL OF MINUTES

1. March 13, 2023, Special Board Meeting

The minutes of the March 13, 2023, Special Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the minutes of the March 13, 2023, Special Board Meeting, as presented.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Consider Sixth Supplemental Engineer’s Report – Town Center Project

Mr. Ballbe presented the Sixth Supplemental Engineer’s Report for the Town Center Project, explaining that the improvements were only for the Town Center area, Tracts A, B and C, and that the cost was estimated at \$17,715,400.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Sixth Supplemental Engineer’s Report for the Town Center Project, Tracts A, B and C, as presented.

2. Consider Master Assessment Methodology Town Center Assessment Area

Mr. Karmeris presented the Master Assessment Methodology for the Town Center Assessment Area, explaining that Tracts A, B and C cover 41 acres, that the bond sizing was \$21,125,000, and would be based on acreage.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the Master Assessment Methodology Town Center Assessment Area in substantially final form.

3. Consider First Supplement Assessment Methodology

Mr. Karmeris presented the First Supplemental Assessment Methodology for the Town Center Assessment Area, explaining that the report was for the actual bonds being issued, which included a contribution of real property, that it covers 39.6 acres, and that the bond sizing is \$15,000,000.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the First Supplemental Assessment Methodology Town Center Assessment Area in substantially final form.

4. Consider Resolution No. 2023-05 – Adopting Award Resolution

Resolution No. 2023-05 was presented, entitled:

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.

Mr. Sanford explained that the resolution authorizes \$15,000,000, awarded to Preston Hollow. Mr. Sanford further noted that the resolution approves the private placement agreement between FMS, Preston Hollow and the District, the continuing disclosure agreement, the supplemental trust indenture between Regions Bank and the District, and the term sheet. He also noted that the bonds were scheduled to close in June.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2023-05, as presented.

Following discussion regarding the previous approval of the term sheet, a **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously approved ratifying the term sheet with Preston Hollow.

5. Consider Resolution No. 2023-06 – Declaring Special Assessments

Resolution No. 2023-06 was presented, entitled:

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 DEFRAID 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.

Mr. Pierman noted that the assessments were only on the Town Center.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2023-06, as presented.

6. Consider Resolution No. 2023-07 – Setting Public Hearing on the Levy of Non-Ad Valorem Assessments

Resolution No. 2023-07 was presented, entitled:

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

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2023-07, as presented, setting the Public Hearing for June 9, 2023.

7. Consider Agreement for Underwriter Services

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Agreement for Underwriter Services, as presented.

8. Consider Town Center Ancillary Documents

Mr. Pawelczyk explained the process, noting that because of the private placement, the ancillary documents would not be signed until after the June 9th public hearing, and would be updated with final numbers. He went on to explain that the Acquisition Agreement assigns pending contracts and allows acquisition of the infrastructure; the Collateral Assignment guarantees that the developer completes the project, and allows the District to complete it if the developer does not; the Completion Agreement states

that the developer will find the balance of the project cost; the Declaration of Consent is signed by the developer; the Lien of Record is filed when the bonds close and is filed over the assessable lands within the Town Center; and the True-Up Agreement requires the developer to fund the difference, should they construct less than is stated in the methodology.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the Town Center Ancillary Documents in substantially final form.

9. Consider Sixth Amendment to Service Agreement – Lawn and Landscape Maintenance/Lake Bank Mowing

Mr. Pierman presented the agreement, noting that it incorporated an increase in pump maintenance.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Sixth Amendment to Service Agreement-Lawn and Landscape Maintenance/Lake Bank Mowing, as presented.

10. Consider Maintenance Agreement between the District and Publix

Mr. Pawelczyk presented the agreement, explaining that Publix was going into the Town Center as a tenant, and wanted to be sure that Premier Street was adequately maintained by the District. This agreement allows Publix to maintain the road if the District does not, following a 30-day notice. Should Publix exercise its self-help ability, Avenir Development would fund the work.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Maintenance Agreement between the District and Publix, as presented.

11. Consider FPL Underground Distribution Facilities Installation Agreement for Phase 4 – Spine Road

Mr. Ballbe presented the agreement, noting that this was a boiler plate agreement with FPL to provide power to the District on Avenir Drive.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the FPL Underground Distribution Facilities Installation Agreement for Phase 4 – Spine Road, as presented.

12. Consider Procedures for Hurricane/Storm Preparedness (CPM)

Mr. Pierman presented the proposal with Mr. Pawelczyk noting that hurricane preparedness was approved as an amendment to the contract last year.

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

13. Consider Award of Contract for Avenir Town Center Bypass Roads Project

Mr. Ballbe explained that staff had advertised the RFP per statute and had three responses who all met the qualifications: H&J, Centerline and JW Cheatham. After applying the ranking criteria, Mr. Ballbe suggested the following rankings:

- 1) H&J
- 2) Centerline
- 3) JW Cheetham

Mr. Ballbe recommended that H&J be ranked as the highest ranked bidder, with a bid of \$4,330,429. Mr. Pawelczyk noted that the project was being paid for from the AA3 bond that was already issued.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed accepting staff's ranking and authorizing staff to negotiate an agreement with H&J Contracting.

14. Consider Change Orders
a. Consider Revised C/O No. 12, 13 and 14

Mr. Ballbe explained that these Change Orders had already been approved, but that funds were deducted from the unit price.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Revised C/O No. 12, 13 and 14

b. Consider C/O No. 4 Entry Features – Spine Road Phase 3 (Centerline)

Mr. Ballbe presented Change Order No. 4 for the entry feature on Northlake Boulevard in the amount of \$1,801,592.99.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving Change Order No. 4 for the entry feature on Northlake Boulevard in the amount of \$1,801,592.99 to Centerline.

c. Consider C/O No. 1 – Spine Road Phase 4 (Arazoza)

Mr. Ballbe presented Change Order No. 1 for Spine Road Phase 4, noting that it was a unit price contract, and with finalized plans, this was an allowance of up to \$1,545,373.50.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving presented Change Order No. 1 for Spine Road Phase 4 with an allowance of up to \$1,545,373.50 to Arazoza.

d. Consider C/O Nos. 5-10 – Spine Road 2 – Dry Utilities (SPF)

Mr. Ballbe presented Change Orders Nos. 5-10 for installing conduit on the Spine Road Phase 4, noting that the increase was for additional cable in the amount of \$113,481.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving Change Orders Nos. 5-10 for installing conduit on the Spine Road Phase 4 due to the increase for additional cable in the amount of \$113,481 to SPF.

e. Consider C/O No. 1 Bond Premium – Phase 2 Lake Interconnects (Centerline)

Mr. Ballbe presented Change Order No. 1 to include the bond premium for the Phase 2 Lake Interconnects in the amount of \$45,321.43.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving Change Order No. 1 to include the bond premium for the Phase 2 Lake Interconnects in the amount of \$45,321.43 to Centerline.

f. Consider C/O No. 6 Island Soils Exchange - Phase Spine Road Phase 4

Mr. Ballbe presented Change Order No. 6 for premium soil for Phase Spine Road Phase 4 in the amount of \$25,410.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving Change Order No. 6 for premium soil for Phase Spine Road Phase 4 in the amount of \$25,410 to Islands Soils Exchange.

g. Consider C/O No. 15 and 16 (H&J)

Mr. Ballbe presented Change Order No. 15 for miscellaneous earthwork and fill removal in the amount of \$17,171.20, and Change Order No. 16 for miscellaneous repairs in the amount of \$27,927.40.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving Change Order No. 15 for miscellaneous earthwork and fill removal in the amount of \$17,171.20, and Change Order No. 16 for miscellaneous repairs in the amount of \$27,927.40 both to H&J.

CONSENT AGENDA

1. Consider Ratification of Conveyance of Lake W2 and LM2 (Pod 20)

Mr. Pawelczyk requested to pull Item 1 from the Consent Agenda for discussion. He explained that Lakes W2 and LM2 were in Pod 20, and that the Board accepted 19 tracts of land from that plat, but that the lakes were excluded from that acceptance. This motion is to accept the conveyance of those lake parcels.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously accepting the conveyance of Lakes W2 and LM2, as presented.

2. Consider Ratification of Proposal for N-2 Basin Perimeter Fencing (EW)

3. Consider Ratification of Town Center Plat

4. Consider Ratification of Signal Easement (Parcel No. SE3)

5. Consider Ratification of Spine Road 5 (Aka Panther National Blvd) Temporary Access Easement

6. Consider Ratification of Pod 20 Documents

- **Lake Interconnect Easement**
- **Landscape Easement**
- **Maintenance Agreement**

7. Consider Ratification of Caulfield & Wheeler Agreement (Town Center Parcels A, B & C)

8. Consider Ratification of HSQ Supplemental Agreement 13 (Northlake/Coconut Intersection)

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving Consent Agenda Items 2-8, as presented.

I. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore provided an update on the clubhouse, noting that carpet cleaning had been completed and sidewalk lighting for gym access was being installed, and they were now just awaiting the call box installation to open the gym after hours. He stated that Little Moe's tennis tournament had reached out again and asked the Board for direction. Following discussion, the Board consensus was to not offer the courts again this year, due to the number of residents using them. Mr. Salvatore then highlighted the events held last month and previewed the events planned for next month. He noted that there was a regular maintenance schedule for the playground and deck, and that to address non-residents using the tennis courts, staff has locked them, requiring residents to check in with the office for access.

J. ADMINISTRATIVE MATTERS

Mr. Pierman noted that he was soliciting pump station management proposals and hoped to have them for the next meeting. He also noted that EW's gator trapper was onsite removing gators from the community.

K. BOARD MEMBER COMMENTS

Following discussion, Ms. McConnell noted that the traffic light on Northlake was in the process and work should begin in the coming months. It was also explained that the lakes banks were owned by the District, but maintained by the individual HOAs.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adjourning the Regular Board Meeting at 2:14p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

Location

Palm Beach County, Florida

Notice Text

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.

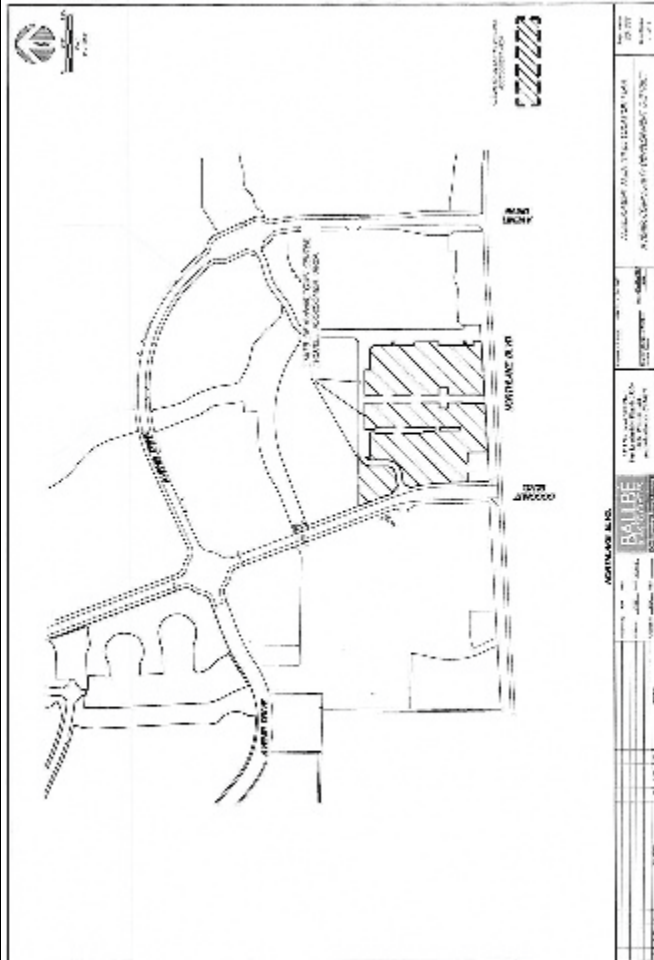
A public hearing to receive comments from affected property owners as to the propriety and advisability of making such Improvements, as to the cost thereof as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held on June 9, 2023, at 12:30 p.m. 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.



AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

5/23-30 23-02/0000663644P

Miscellaneous Notices

Published in Palm Beach Daily Business Review on May 23, 2023

Location

Palm Beach County, Florida

Notice Text

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

(2) (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.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By: Virginia Cepero, Chairperson Board of Supervisors

ATTEST:By: Jason Pierman, Secretary

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

5/23-30 23-03/0000663895P

RESOLUTION NO. 2023-08

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE TOWN CENTER PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT BONDS, SERIES 2023 (TOWN CENTER PROJECT) (THE “SERIES 2023 BONDS”) ON PROPERTY WITHIN THE TOWN CENTER ASSESSMENT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE TOWN CENTER PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS SERIES 2023 BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, pursuant to Resolution No. 2023-06 (the “Initial Assessment Resolution”), the Avenir Community Development District (“District”), through its Board of Supervisors (the “Board”) previously indicated its intention to construct and/or purchase certain types of infrastructure improvements and to finance Town Center Improvements, as defined herein and in the Initial Assessment Resolution through the issuance of bonds, in one or more series, which bonds would be repaid by the imposition of non-ad valorem special assessments (the “Assessments”) on certain benefited property, referred to as the Town Center Assessment Area, within the District; and

WHEREAS, the Board noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such Assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct such infrastructure improvements consisting of, but not limited to, 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; and other infrastructure projects and services necessitated by the development of and serving lands within the District (the “Town Center Project Improvements” or the “2023 Project”), all as described more particularly in the *Sixth Supplemental Engineer’s Report – Town Center Project*, dated April 27, 2023, prepared by Ballbe & Associates, Inc., as amended and supplemented from time to time (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 (the “District Offices”), which Engineer’s Report is attached hereto and made a part hereof as **Exhibit A** and which plans and specifications are by specific reference incorporated herein and made a part hereof.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose the Assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such Assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Town Center Project Improvements, the nature and location of which was initially described in the Initial Assessment Resolution, and described more particularly in the Engineer’s Report; and (ii) the cost of such Town Center Project Improvements be assessed against the lands specially benefited by such Town Center Project Improvements; and (iii) the District issue its Avenir Community Development District Special Assessment Bonds, Series 2023 (Town Center Project) (the “Series 2023 Bonds”) and levy Assessments within the Town Center Assessment Area, as defined in the Initial Assessment Resolution, to provide funds for such purposes pending the receipt of such Assessments.

(e) The provision of said Town Center Project Improvements, the levying of such Assessments and the sale and issuance of the Series 2023 Bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay the costs of the Town Center Project Improvements which are to be assessed against the benefitted properties within the Town Center Assessment Area, pending the collection of such Assessments, it is necessary for the District to issue and sell its Series 2023 Bonds.

(g) Pursuant to the Initial Assessment Resolution and other resolutions, the Board determined to provide the Town Center Improvements and to defray the costs thereof by making Assessments on benefitted property and expressed an intention to issue the Series 2023 Bonds,

notes or other specific financing mechanisms to provide funds needed for the Town Center Improvements prior to the collection of such Assessments. The Initial Assessment Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by the Initial Assessment Resolution, said Initial Assessment Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by the Initial Assessment Resolution, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution No. 2023-07, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements constituting the Town Center Project Improvements (2) the cost thereof, (3) the manner of payment therefor, and (4) the amount thereof to be assessed against each specially benefited property or parcel within the Town Center Assessment Area and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board at the District Offices.

(l) On June 9, 2023, at the time and place specified in Resolution No. 2022-07, and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Town Center Project Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the Estimated Cost (as defined in the Initial Assessment Resolution) of the Town Center Project Improvements is \$17,715,400, as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Town Center Project Improvements against the lands within the Town Center Assessment Area within the District specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Methodology Report – Town Center Project*, dated April 27, 2023, prepared by Special District Services, Inc., incorporated herein and made a part hereof by referenced (the "Master Report"), as amended and supplemented by the *First Supplemental Special Assessment Methodology Report - Assessment Bonds for Town Center Assessment Area – Town*

Center Project, dated April 27, 2023, prepared by Special District Services, Inc., as further supplemented (collectively, the “Assessment Report”), attached hereto as **Composite Exhibit B** and incorporated herein by this reference, as amended from time to time by the Board, which results in the Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Town Center Project Improvements will constitute a direct and special benefit to all parcels of real property within Town Center Assessment Area as listed on said final assessment roll and as defined in the Assessment Report, and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Composite Exhibit B**; and

(iv) it is in the best interests of the District that the Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That the Town Center Project Improvements initially described in the Initial Assessment Resolution and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF TOWN CENTER PROJECT IMPROVEMENTS. The total estimated costs of the Town Center Project Improvements and the costs to be paid by Assessments on all specially benefited property are set forth in **Exhibit A** and **Composite Exhibit B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on parcels within the Town Center Assessment Area specially benefited by the Town Center Project Improvements, all as specified in the final assessment roll set forth in **Composite Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Assessments, as reflected in **Composite Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the “Improvement Lien Book.” The Assessment or Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the liens of all state, county, district, municipal or other governmental taxes and superior in dignity to all other non-federal liens, titles, and claims. Prior to the issuance of any Bonds, including the Series 2023 Bonds or any refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including the Series 2023 Bonds or any refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty

(60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF ASSESSMENTS. When the entirety of the Town Center Project Improvements have been constructed or otherwise completed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a portion of the Town Center Project Improvements funded by a particular series of Bonds, including the Series 2023 Bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Town Center Project Improvements. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Assessments for the entirety of the Town Center Project Improvements has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of the costs of the 2023 Project.

SECTION 7. PAYMENT OF ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) annual installments of principal and interest (excluding any capitalized interest). The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Town Center Project Improvements and the adoption by the Board of a resolution accepting the Town Center Project Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time subsequent to thirty (30) days after the Town Center Project Improvements has been completed and a resolution accepting the Town Center Project Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments or a portion of the remaining balance of the Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments, with the consent of the Trustee, may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of

collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may, with the consent of the Trustee, collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such Assessments shall at all times be collected in a manner consistent with applicable trust indenture.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Palm Beach County who may notify each owner of a lot or parcel within the District of the amount of the Assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified in the Assessment Report and in agreement(s) between the District and the Landowner(s) of lands within the Town Center Assessment Area.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with Avenir Development, LLC, that it intends to develop the lands within the Town Center Assessment Area as described in **Composite Exhibit B**. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to Series 2023 Bonds issued to finance all or a portion of the Town Center Project Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology in the Assessment Report to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Town Center Project Improvements, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to pay debt service on the Series 2023 Bonds, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for of the Series 2023 Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution.

SECTION 9. GOVERNMENTAL PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without

specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Assessments. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity (without consent of such governmental unit or entity to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable to the District immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District’s Secretary is hereby authorized to record, for of the Series 2023 Bonds, a general Notice of Assessments or Lien of Record relating the Assessments in the Official Records of Palm Beach County, Florida.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, THIS 9th DAY OF JUNE, 2023.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Jason Pierman, Secretary

Virginia Cepero, Chair, Board of Supervisors

Exhibit A: *Sixth Supplemental Engineer’s Report – Town Center Project, dated April 27, 2023*

Composite Exhibit B: *Master Special Assessment Methodology Report – Town Center Project, dated April 27, 2023, and First Supplemental Special Assessment Methodology Report - Assessment Bonds for Town Center Assessment Area – Town Center Project, dated April 27, 2023*

RESOLUTION NO. 2023-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Avenir Community Development District (“District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2023/2024 has been prepared and considered by the Board.

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

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for August 24, 2023 at 12:30 p.m. at the offices of Special District Services, Inc., 2501A Burns Rd., Palm Beach Gardens, FL 33410, for the purpose of receiving public comments on the Proposed Fiscal Year 2023/2024 Budget.

PASSED, ADOPTED and EFFECTIVE this 9th day of June, 2023.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Avenir
Community Development District

**Proposed Budget
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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PROPOSED BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
O&M Assessments	3,865,793
Clubhouse Assessments	1,745,718
Total Regular Debt Assessments	10,802,375
Total Cap I + B Bond Debt Assess	4,404,531
Landowner Contribution - O&M	0
Landowner Contribution - Clubhouse	0
Landowner Contribution - Debt	0
Impact Fees	5,582,400
Debt - Capitalized Interest	0
Bond Prepayments	0
Bond Prepayments - Sent to Trustee	0
O&M Interest & Other Income	0
Clubhouse Interest & Other Income	69,000
TOTAL REVENUES	\$ 26,469,817
EXPENDITURES	
Supervisor Fees	0
Engineering/Inspections	15,000
Management	54,645
Legal	48,000
Assessment Roll	6,000
Audit Fees	6,600
Arbitrage Rebate Fee	3,025
Insurance	30,000
Legal Advertisements	3,300
Miscellaneous	2,000
Postage	750
Office Supplies	3,500
Dues & Subscriptions	175
Trustee Fees	31,500
Continuing Disclosure Fee	2,750
Website Management	1,600
Appraisal Fee	0
Infrastructure Maintenance	100,000
Miscellaneous Maintenance	80,000
Base Landscape Maintenance	775,000
Optional Landscape Maintenance	350,000
Irrigation Maintenance	50,000
Lake Maintenance	250,000
Fountain Maintenance	50,000
Stormwater / Lake Water Control	0
Street Sweeping / Pressure Washing	100,000
Fish Stocking	0
Mitigation Maintenance	720,000
Trail Maintenance	5,000
Wild Hog Control	15,000
Pump Station Maintenance / Fuel	100,000
Electric (FPL) (Including Streetlight)	400,000
Water (Seacoast)	150,000
Field Operations	55,000
Contingency	150,000
Clubhouse Total Expenditures	1,709,975
TOTAL EXPENDITURES	\$ 5,268,820
REVENUES LESS EXPENDITURES	\$ 21,200,997
Bond Payments - Series 2018	(3,000,462)
Bond Payments - Series 2019	(1,428,335)
Bond Payments - Series 2020 (IF)	(5,582,400)
Bond Payments - Series 2021	(4,880,154)
Bond Payments - Series 2023	(5,249,813)
BALANCE	\$ 1,059,833
County Appraiser & Tax Collector Fee	(328,278)
Discounts For Early Payments	(656,555)
EXCESS/ (SHORTFALL)	\$ 75,000

DETAILED PROPOSED BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
O&M Assessments	1,129,080	1,957,654	3,865,793	Total Regular Expenses / .94
Clubhouse Assessments	1,218,750	1,589,747	1,745,718	Total CH Expenses - Revenue / .94
Total Regular Debt Assessments	3,535,434	10,806,548	10,802,375	
Total Cap I + B Bond Debt Assess			4,404,531	
Landowner Contribution - O&M	825,162	0	0	
Landowner Contribution - Clubhouse	0	0	0	
Landowner Contribution - Debt	0	0	0	
Impact Fees	3,646,171	1,073,500	5,582,400	Estimated
Debt - Capitalized Interest	0	0	0	
Bond Prepayments	1,742,436	0	0	
Bond Prepayments - Sent to Trustee	(1,742,436)	0	0	
O&M Interest & Other Income	988	1	0	
Clubhouse Interest & Other Income	12,330	17,600	69,000	Rental 36,000 + Tickets 18,000 + Memb 15,000
TOTAL REVENUES	\$ 10,367,915	\$ 15,445,050	\$ 26,469,817	
EXPENDITURES				
Supervisor Fees	0	0	0	
Engineering/Inspections	1,713	15,000	15,000	
Management	31,705	60,820	54,645	CPI Adjustment
Legal	43,554	60,000	48,000	
Assessment Roll	6,000	7,500	6,000	
Audit Fees	5,600	8,000	6,600	
Arbitrage Rebate Fee	3,033	3,200	3,025	
Insurance	6,790	30,000	30,000	Insurance Estimate
Legal Advertisements	1,363	4,500	3,300	
Miscellaneous	507	2,000	2,000	
Postage	437	500	750	
Office Supplies	4,419	3,500	3,500	
Dues & Subscriptions	175	175	175	
Trustee Fees	30,000	25,000	31,500	
Continuing Disclosure Fee	2,333	3,000	2,750	
Website Management	1,600	2,000	1,600	
Appraisal Fee	0	0	0	
Infrastructure Maintenance	173,092	0	100,000	
Miscellaneous Maintenance	56,910	50,000	80,000	
Base Landscape Maintenance	432,711	600,000	775,000	
Optional Landscape Maintenance	312,831	250,000	350,000	
Irrigation Maintenance	30,849	0	50,000	
Lake Maintenance	37,222	50,000	250,000	
Littorals	0	0	75,000	
Fountain Maintenance			50,000	
Stormwater / Lake Water Control	315,034	50,000	0	Pumps
Street Sweeping / Pressure Washing	18,900	0	100,000	
Fish Stocking	0	25,000	0	
Mitigation Maintenance	174,000	130,000	720,000	
Trail Maintenance	0	5,000	5,000	
Wild Hog Control	0	15,000	15,000	
Pump Station Maintenance / Fuel	3,180	15,000	100,000	
Electric (FPL) (Including Streetlight)	301,811	325,000	400,000	Streetlight & electric
Water (Seacoast)	95,267	100,000	150,000	
Field Operations	0	0	55,000	15,000 for Vesta PT Maint Tech
Contingency			150,000	
Clubhouse Total Expenditures	995,562	1,511,962	1,709,975	
TOTAL EXPENDITURES	\$ 3,086,597	\$ 3,352,157	\$ 5,343,820	
REVENUES LESS EXPENDITURES	\$ 7,281,317	\$ 12,092,893	\$ 21,125,997	
Bond Payments - Series 2018	(2,316,980)	(3,246,468)	(3,000,462)	2024 P & I Payments Less Earned Interest
Bond Payments - Series 2019	(1,093,525)	(1,450,285)	(1,428,335)	2024 P & I Payments Less Earned Interest
Bond Payments - Series 2020 (IF)	(3,646,171)	(1,073,500)	(5,582,400)	Estimated
Bond Payments - Series 2021	0	(5,461,403)	(4,880,154)	2024 P & I Payments Less Earned Interest
Bond Payments - Series 2023	0	0	(5,249,813)	2024 P & I Payments Less Earned Interest
BALANCE	\$ 224,642	\$ 861,237	\$ 984,833	
County Appraiser & Tax Collector Fee	(26,291)	(287,079)	(328,278)	
Discounts For Early Payments	(167,560)	(574,158)	(656,555)	
EXCESS/ (SHORTFALL)	\$ 30,791	\$ -	\$ -	

DETAILED PROPOSED CLUBHOUSE BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

EXPENDITURES	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
Connect Water Fee	0	0	0	
CDD Management	7,926		8,000	
Legal	10,889	0	12,000	
Assessment Roll	1,500	0	1,500	
Audit Fees	1,400	0	1,400	
Arbitrage Rebate Fee	217	0	225	
Legal Advertisements	1,004	0	1,200	
Trustee Fees	3,000	0	3,500	
Continuing Disclosure Fee	167	0	250	
Website Management	400	0	400	
CH Management/personnel	425,902	533,206	686,000	
Uniforms	1,536	4,000	4,000	
Licenses/Permits	18,446	5,000	5,000	
Insurance	38,010	75,456	70,000	
Post / Print / Office Sup	16,412	4,500	9,000	
IT / Telecom	13,889	35,000	20,000	
HVAC Maint & Repair	0	12,000	12,000	
Janitorial	3,540	15,000	13,500	
Misc Repair & Maint	18,199	60,000	60,000	
Pest Control	8,340	20,000	18,000	
Fire/ Life/ Hood -Safe Sys	10,329	6,000	6,000	
Fitness Equip	685	4,000	4,000	
Vehicle Lease & Maint	0	1,500	1,500	
Holiday Decorations	8,852	15,000	15,000	
Cable / Music Services	2,056	4,000	3,000	
Trash Removal	1,814	10,800	6,000	
Gas	26,319	75,000	50,000	
Electricity	29,236	65,000	50,000	
Water & Sewer	25,600	50,000	40,000	
Irrigation Water	742	13,000	13,000	
Security / Camera Surveillance	79,064	0	90,000	
Electronic Access Control	0	4,000	5,000	
Surveillance Repair & Main	0	5,000	3,000	
Landscape Maint Contract	91,769	100,000	90,000	
Landscape Other / Irrigation	1,753	89,500	100,000	
Pool Chemicals	31,767	60,000	55,000	
Pool Maintenance Agreement	35,338	32,500	32,500	
Pool Repair & Misc Maint	0	20,000	25,000	
Tennis & Pickle Court Main	8,842	10,000	15,000	
Furniture Repair & Maint	0	7,500	5,000	
Social Programs	43,673	75,000	75,000	
Restaurant Expenses	0	0	0	
Deficit Funding F&B Operat	0	0	0	
Other / Capital Expenses	26,946	100,000	100,000	
TOTAL EXPENDITURES	\$ 995,562	\$ 1,511,962	\$ 1,709,975	

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2018
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	6,691	200	200	Projected Interest
Net NAV Collection 2018-1	2,113,233	2,098,851	2,098,851	Maximum Net Debt Service Collection
Net Collection 2018-2 (Taxable & Tax-Exempt)	403,762	335,556	89,750	Estimate - Collected from Developer / Home Builder
Net NAV Collection 2018-3	1,000,683	811,861	811,861	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Prepaid Bond Collections	521,050	0	0	
Total Revenues	\$ 4,045,419	\$ 3,246,468	\$ 3,000,662	
EXPENDITURES				
Principal Payments 2018-1	515,000	490,000	520,000	Principal Payment Due In 2024
Principal Payments 2018-2 Taxable	1,655,000	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-2 TE	420,000	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-3	165,000	175,000	185,000	Principal Payment Due In 2024
Interest Payments 2018-1	1,649,588	1,612,600	1,580,700	Interest Payments Due In 2024
Interest Payments 2018-2 Taxable	339,503	282,030	71,500	Estimated Interest Payments Due In 2024
Interest Payments 2018-2 TE	64,350	53,526	18,250	Estimated Interest Payments Due In 2024
Interest Payments 2018-3	647,450	632,931	622,581	Interest Payments Due In 2024
Bond Redemptions	0	381	2,631	Estimated Excess Debt Collections
Total Expenditures	\$ 5,455,890	\$ 3,246,468	\$ 3,000,662	
Excess/ (Shortfall)	\$ (1,410,471)	\$ -	\$ -	

Series 2018-1 Bond Information

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

Series 2018-2 Taxable Bond Information

Original Par Amount =	\$18,445,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	7.90%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	NOTE: These Bonds are paid off as lot are sold to Home Builders	

Series 2018-2 Tax Exempt (TE) Bond Information

Original Par Amount =	\$4,700,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.85%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	NOTE: These Bonds are paid off as lot are sold to Home Builders	

Series 2018-3 Bond Information

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

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2019

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024

OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Interest Income	4,776	200	200	Projected Interest
Net NAV Tax Collection	1,522,155	1,078,335	1,078,335	Maximum Net Debt Service Collection
Net NAV Tax Collection B	302,644	371,750	350,000	Estimate - Collected from Developer / Home Builder
Landowner Contribution	0	0	0	
Prepaid Bonds	1,221,387	0	0	
Total Revenues	\$ 3,050,961	\$ 1,450,285	\$ 1,428,535	
EXPENDITURES				
Principal Payments	220,000	230,000	245,000	Principal Payments Due In 2024
Principal Payments B	345,000	0	0	
Interest Payments	864,080	848,960	835,660	Interest Payments Due In 2024
Interest Payments B	380,409	371,750	350,000	Estimated Interest Payments Due in 2024
Bond Redemptions	0	-425	-2,125	Estimated Excess Debt Collections
Total Expenditures	\$ 1,809,489	\$ 1,450,285	\$ 1,428,535	
Excess/ (Shortfall)	\$ 1,241,472	\$ -	\$ -	

Series 2019 Bond Information

Original Par Amount =	\$15,700,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.60%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2019		
Maturity Date =	May 2050		

Series 2019 B Taxable Bond Information

Original Par Amount =	\$2,200,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	6.875%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2019		
Maturity Date =	May 2029		

Series 2019 B Tax Exempt (TE) Bond Information

Original Par Amount =	\$4,300,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.250%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2019		
Maturity Date =	May 2029		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2020
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Interest Income	2,971	0	0	Projected Interest
Impact Fees	3,881,729	1,073,500	5,582,400	Paid As Impact Fee Credits Are Earned
Total Revenues	\$ 3,884,700	\$ 1,073,500	\$ 5,582,400	
EXPENDITURES				
Impact Fee Principal Payments	590,000	0	4,535,000	Principal Payments Happen Based on Collections
Impact Fee Interest Payments	1,654,582	1,073,500	1,047,400	Estimated Interest Payments Due In 2024
Total Expenditures	\$ 2,244,582	\$ 1,073,500	\$ 5,582,400	
Excess/ (Shortfall)	\$ 1,640,118	\$ -	\$ -	

Series 2020 Bond Information

Original Par Amount =	\$22,600,000	Annual Principal Payments Due =	Paid as Impact Fee Credits Are Earned
Interest Rate =	4.75%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	July 2020		
Maturity Date =	November 2050		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2021
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	11,256	200	200	Projected Interest
Net NAV Collection 2021 A-1 & A-2	0	4,003,203	3,999,654	Maximum Net Debt Service Collection
Net NAV Collection 2021 B	854,542	1,458,000	880,500	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	1,686,097	0	0	
Total Revenues	\$ 2,551,896	\$ 5,461,403	\$ 4,880,354	
EXPENDITURES				
Principal Payments 2021 A-1	0	575,000	590,000	Principal Payment Due In 2024
Principal Payments 2021 A-2	0	565,000	595,000	Principal Payment Due In 2024
Principal Payments 2021 B	0	0	0	Bonds Paid off as lots sold to Homebuilder
Interest Payments 2021 A-1	505,446	855,904	842,798	Interest Payments Due In 2024
Interest Payments 2021 A-2	1,180,651	1,999,903	1,970,718	Interest Payments Due In 2024
Interest Payments 2021 B	854,550	1,458,000	880,500	Estimated Interest Payments Due In 2024
Bond Redemptions	0	7,596	1,338	Estimated Excess Debt Collections
Total Expenditures	\$ 2,540,647	\$ 5,461,403	\$ 4,880,354	
Excess/ (Shortfall)	\$ 11,248	\$ -	\$ -	

Series 2021 A-1 Bond Information

Original Par Amount =	\$27,305,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.299%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2052		

Series 2021 A-2 Bond Information

Original Par Amount =	\$39,305,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2052		

Series 2021 B Bond Information

Original Par Amount =	\$29,160,000	Annual Principal Payments Due =	N/A
Interest Rate =	5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2041		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2023
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Interest Income	0	0	200	Projected Interest
Net NAV Collection 2023	0	0	2,165,531	Maximum Net Debt Service Collection
Net NAV Collection 2023 TC ***	0	0	0	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	3,084,281	
Total Revenues	\$ -	\$ -	\$ 5,250,013	
EXPENDITURES				
Principal Payments 2023	0	0	0	Principal Payment Due In 2024
Principal Payments 2023 TC ***	0	0	0	Principal Payment Due In 2024
Interest Payments 2023	0	0	4,331,063	Interest Payments Due In 2024
Interest Payments 2023 TC ***	0	0	918,750	Interest Payments Due In 2024
Bond Redemptions	0	0	200	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ -	\$ 5,250,013	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Series 2023 Bond Information

Original Par Amount =	\$79,750,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.537%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	January 2023		
Maturity Date =	May 2054		

Series 2023 Town Center Bond Information ***

Original Par Amount =	\$15,000,000	Annual Principal Payments Due =	May 1st
Interest Rate =	6.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2023		
Maturity Date =	May 2054		

*** All 2023 Town Center Bond information is an estimate as the Bond has not closed yet

**Avenir Community Development District
Assessment Comparison (Parcels A-1 - A-5)**

	Fiscal Year 2020/2021 Gross Assessment	Fiscal Year 2021/2022 Gross Assessment	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2022/2023 Projected Gross Assessment
O&M Assessment For Parcel A-1	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-1	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2018-1) Assessment For Parcel A-1	\$ 2,077.13	\$ 2,077.13	\$ 2,077.13	\$ 2,077.13
Debt (2018-3 Clubhouse) Assessment For Parcel A-1	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,561.68	\$ 4,995.74	\$ 5,152.07	\$ 5,150.01
O&M Assessment For Parcel A-2	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-2	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2018-1) Assessment For Parcel A-2	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71
Debt (2018-3 Clubhouse) Assessment For Parcel A-2	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,467.26	\$ 4,901.32	\$ 5,057.65	\$ 5,055.59
O&M Assessment For Parcel A-3	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-3	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2018-1) Assessment For Parcel A-3	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30
Debt (2018-3 Clubhouse) Assessment For Parcel A-3	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,372.85	\$ 4,806.91	\$ 4,963.24	\$ 4,961.18
O&M Assessment For Parcel A-4	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-4	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2018-1) Assessment For Parcel A-4	\$ 2,171.54	\$ 2,171.54	\$ 2,171.54	\$ 2,171.54
Debt (2018-3 Clubhouse) Assessment For Parcel A-4	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,656.09	\$ 5,090.15	\$ 5,246.48	\$ 5,244.42
O&M Assessment For Parcel A-5 (50 Foot)	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-5 (50 Foot)	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Parcel A-5 (50 Foot)	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (50 Foot)	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,585.07	\$ 2,712.20	\$ 2,850.77	\$ 2,732.20
O&M Assessment For Parcel A-5 (60 Foot)	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-5 (60 Foot)	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Parcel A-5 (60 Foot)	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (60 Foot)	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,679.48	\$ 2,806.61	\$ 2,945.18	\$ 2,826.61
O&M Assessment For S.F. Villas	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For S.F. Villas	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2018-1) Assessment For S.F. Villas	\$ 1,063.83	\$ 1,063.83	\$ 1,063.83	\$ 1,063.83
Debt (2018-3 Clubhouse) Assessment For S.F. Villas	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 2,548.38	\$ 3,982.44	\$ 4,138.77	\$ 4,136.71
O&M Assessment For Econ Dev	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Econ Dev	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Econ Dev	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66
Debt (2018-3 Clubhouse) Assessment For Econ Dev	\$ -	\$ -	\$ -	\$ -
Total (Per Acre)	\$ 2,824.43	\$ 2,951.56	\$ 3,090.13	\$ 2,971.56
O&M Assessment For Town Center	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Town Center	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Town Center	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66
Debt (2018-3 Clubhouse) Assessment For Town Center	\$ -	\$ -	\$ -	\$ -
Total (Per Acre)	\$ 2,824.43	\$ 2,951.56	\$ 3,090.13	\$ 2,971.56

* Assessments Include the Following :
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Lot Count Information

First Phase	Second Phase	Third Phase
Parcel A-1 98	Parcel A-6 # 245	Parcel A-10 172
Parcel A-2 92	Parcel A-7 # 47	Parcel A-11 101
Parcel A-3 119	Parcel A-8 # 98	Parcel A-12 139
Parcel A-4 107	Parcel A-9 # 118	Parcel A-13/14 125' 55
Parcel A-5 267	Total Second Phase # 508	Parcel A-13/14 175' 24
Parcel A-5 202		Parcel A-15 50' 358
SF Villas 250		Parcel A-15 62' 204
First Phase Residential 1,135		Parcel A-16 50' 283
		Parcel A-16 60' 208
Econ Dev (50 Acres) 82		Parcel A-17 125
Town Center (53 Acres) 86.92		Parcel A-18 110
First Phase Non-Residential 168.92		Parcel A-19 135
Total First Phase 1,304		Parcel A-20 55' 75
		Parcel A-20 65' 69
		Parcel A-21 128
		Third Phase Residential 2,186
		Golf Course 357
		Charter School 11,911.32
		Comm Parcel "D" 160
		Comm Parcel "H" 19
		Comm Parcel "J" 36
		Third Phase Non-Residential 583
		Total Third Phase # 2,769

O&M Calculations

TOTAL UNITS	Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1 1,304		
Phase 2 508	\$3,865,793 / 4,581	\$843.90
Phase 3 2,769		
Total Units 4,581		
TOTAL RESIDENTIAL UNITS		
Phase 1 1,135		
Phase 2 508		
Phase 3 2,186		
Total Units 3,829		
TOTAL CLUBHOUSE UNITS	Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1 666		
Phase 2 508	\$1,745,718 / 1,174	\$1,486.98
Total Units 1,174		

Note: Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receive No Special Benefit

**Avenir Community Development District
Assessment Comparison (Parcels A-6 - A-9)**

	Fiscal Year 2020/2021 Gross Assessment	Fiscal Year 2021/2022 Gross Assessment	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2022/2023 Projected Gross Assessment
O&M Assessment For Parcel A-6	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-6	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2019) Assessment For Parcel A-6	\$ 2,322.00	\$ 2,322.00	\$ 2,322.00	\$ 2,322.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-6	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,806.55	\$ 5,240.61	\$ 5,396.94	\$ 5,394.88
O&M Assessment For Parcel A-7	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-7	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2019) Assessment For Parcel A-7	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-7	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,038.55	\$ 5,472.61	\$ 5,628.94	\$ 5,626.88
O&M Assessment For Parcel A-8	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-8	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2019) Assessment For Parcel A-8	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-8	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,038.55	\$ 5,472.61	\$ 5,628.94	\$ 5,626.88
O&M Assessment For Parcel A-9	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-9	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2019) Assessment For Parcel A-9	\$ 1,983.00	\$ 1,983.00	\$ 1,983.00	\$ 1,987.31
Debt (2018-3 Clubhouse) Assessment For Parcel A-9	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,467.55	\$ 4,901.61	\$ 5,057.94	\$ 4,770.19

* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Lot Count Information

First Phase	Second Phase	Third Phase
Parcel A-1 98	Parcel A-6 # 245	Parcel A-10 172
Parcel A-2 92	Parcel A-7 # 47	Parcel A-11 101
Parcel A-3 119	Parcel A-8 # 98	Parcel A-12 139
Parcel A-4 107	Parcel A-9 # 118	Parcel A-13/14 125' 55
Parcel A-5 267	Total Second Phase # 508	Parcel A-13/14 175' 24
Parcel A-5 202		Parcel A-15 50' 358
SF Villas 250		Parcel A-15 62' 204
First Phase Residential 1,135		Parcel A-16 50' 283
		Parcel A-16 60' 208
Econ Dev (50 Acres) 82		Parcel A-17 125
Town Center (53 Acres) 86.92		Parcel A-18 110
First Phase Non-Residential 168.92		Parcel A-19 135
Total First Phase 1,304		Parcel A-20 55' 75
		Parcel A-20 65' 69
		Parcel A-21 128
		Third Phase Residential 2,186
		Golf Course 356.8148
		Charter School 11.91132
		Comm Parcel "D" 159.8016
		Comm Parcel "H" 18.7452
		Comm Parcel "J" 35.67
		Third Phase Non-Residential 583
		Total Third Phase # 2,769

O&M Calculations

TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1 1,304			
Phase 2 508		\$3,865,793 / 4,581	\$843.90
Phase 3 2,769			
Total Units 4,581			
TOTAL RESIDENTIAL UNITS			
Phase 1 1,135			
Phase 2 508			
Phase 3 2,186			
Total Units 3,829			
TOTAL CLUBHOUSE UNITS		Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1 666			
Phase 2 508		\$1,745,718 / 1,174	\$1,486.98
Total Units 1,174			

Note: Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receive No Special Benefit

**Avenir Community Development District
Assessment Comparison (Parcels A-10 - A-21)**

	Fiscal Year 2020/2021 Gross Assessment	Fiscal Year 2021/2022 Gross Assessment	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2022/2023 Projected Gross Assessment
O&M Assessment For Parcel A-10	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-10	\$ -	\$ -	\$ 2,845.00	\$ 2,845.00
Total	\$ -	\$ -	\$ 2,845.00	\$ 3,688.90
O&M Assessment For Parcel A-11	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-11	\$ -	\$ -	\$ 3,176.00	\$ 3,176.00
Total	\$ -	\$ -	\$ 3,176.00	\$ 4,019.90
O&M Assessment For Parcel A-12	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-12	\$ -	\$ -	\$ 5,102.00	\$ 5,102.00
Total	\$ -	\$ -	\$ 5,102.00	\$ 5,945.90
O&M Assessment For Parcel A-13/14 125'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-13/14 125'	\$ -	\$ -	\$ 6,259.00	\$ 6,259.00
Total	\$ -	\$ -	\$ 6,259.00	\$ 7,102.90
O&M Assessment For Parcel A-13/14 175'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-13/14 175'	\$ -	\$ -	\$ 7,911.00	\$ 7,911.00
Total	\$ -	\$ -	\$ 7,911.00	\$ 8,754.90
O&M Assessment For Parcel A-15 50'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-15 50'	\$ -	\$ -	\$ 1,889.00	\$ 1,889.00
Total	\$ -	\$ -	\$ 1,889.00	\$ 2,732.90
O&M Assessment For Parcel A-15 62'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-15 62'	\$ -	\$ -	\$ 1,983.00	\$ 1,983.00
Total	\$ -	\$ -	\$ 1,983.00	\$ 2,826.90
O&M Assessment For Parcel A-16 50'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Parcel A-16 50'	\$ -	\$ -	\$ -	\$ 5,670.00
Total	\$ -	\$ -	\$ -	\$ 6,513.90
O&M Assessment For Parcel A-16 60'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Parcel A-16 60'	\$ -	\$ -	\$ -	\$ 6,805.00
Total	\$ -	\$ -	\$ -	\$ 7,648.90
O&M Assessment For Parcel A-17	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Parcel A-17	\$ -	\$ -	\$ -	\$ 7,373.00
Total	\$ -	\$ -	\$ -	\$ 8,216.90
O&M Assessment For Parcel A-18	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-18	\$ -	\$ -	\$ 3,176.00	\$ 3,176.00
Total	\$ -	\$ -	\$ 3,176.00	\$ 4,019.90
O&M Assessment For Parcel A-19	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Parcel A-19	\$ -	\$ -	\$ -	\$ 7,373.00
Total	\$ -	\$ -	\$ -	\$ 8,216.90
O&M Assessment For Parcel A-20 55'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-20 55'	\$ -	\$ -	\$ 1,935.00	\$ 1,935.00
Total	\$ -	\$ -	\$ 1,935.00	\$ 2,778.90
O&M Assessment For Parcel A-20 65'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-20 65'	\$ -	\$ -	\$ 2,030.00	\$ 2,030.00
Total	\$ -	\$ -	\$ 2,030.00	\$ 2,873.90
O&M Assessment For Parcel A-21	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-21	\$ -	\$ -	\$ 3,176.00	\$ 3,176.00
Total	\$ -	\$ -	\$ 3,176.00	\$ 4,019.90
O&M Assessment For Golf Course	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Golf Course per Acre	\$ -	\$ -	\$ 295.00	\$ 295.00
Total	\$ -	\$ -	\$ 295.00	\$ 1,138.90
O&M Assessment For Charter School	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Charter School per Acre	\$ -	\$ -	\$ 2,247.00	\$ 2,247.00
Total	\$ -	\$ -	\$ 2,247.00	\$ 3,090.90
O&M Assessment For Commercial Parcel "D"	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Commercial Parcel "D"	\$ -	\$ -	\$ -	\$ 7,044.00
Total	\$ -	\$ -	\$ -	\$ 7,887.90
O&M Assessment For Commercial Parcel "H"	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Commercial Parcel "H"	\$ -	\$ -	\$ -	\$ 1,481.00
Total	\$ -	\$ -	\$ -	\$ 2,324.90
O&M Assessment For Commercial Parcel "J"	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Commercial Parcel "J"	\$ -	\$ -	\$ -	\$ 7,044.00
Total	\$ -	\$ -	\$ -	\$ 7,887.90

* Assessments Include the Following:
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Lot Count Information			
First Phase	Second Phase	Third Phase	
Parcel A-1 98	Parcel A-6 # 245	Parcel A-10 172	
Parcel A-2 92	Parcel A-7 # 47	Parcel A-11 101	
Parcel A-3 119	Parcel A-8 # 98	Parcel A-12 139	
Parcel A-4 107	Parcel A-9 # 118	Parcel A-13/14 125' 55	
Parcel A-5 267	Total Second Phase # 508	Parcel A-13/14 175' 24	
Parcel A-5 202		Parcel A-15 50' 358	
SF Villas 250		Parcel A-15 62' 204	
First Phase Residential 1,135		Parcel A-16 50' 283	
		Parcel A-16 60' 208	
Econ Dev (50 Acres) 82		Parcel A-17 125	
Town Center (53 Acres) 86.92		Parcel A-18 110	
First Phase Non-Residential 168.92		Parcel A-19 135	
		Parcel A-20 55' 75	
Total First Phase 1,304		Parcel A-20 65' 69	
		Parcel A-21 128	
		Third Phase Residential 2,186	
		Golf Course 356,8148	
		Charter School 11,91132	
		Comm Parcel "D" 159,8016	
		Comm Parcel "H" 18,7452	
		Comm Parcel "J" 35,67	
		Third Phase Non-Residential 583	
		Total Third Phase # 2,769	

O&M Calculations			
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Phase 3 2,769			
Total Units 4,581			
TOTAL RESIDENTIAL UNITS			
Phase 1 1,135			
Phase 2 508			
Phase 3 2,186			
Total Units 3,829			

THE
BARTHET
FIRM *Legal Advisors*

200 S. Biscayne Blvd, Ste 1650, Miami, Florida 33131
Tel: 305.347.5290 • Fax 305.377.8695
www.barthet.com

Engagement Agreement

Client: Avenir Community Development District
Matter: Construction Legal Matters as Assigned
Rate: \$495/hr. for attorneys; \$145/hr. for legal assistants
Retainer: Waived
Credit card form and wire instructions below.

Thank you for providing us this opportunity to assist you. This Agreement shall be the basis of our current and future engagements. If you agree with the noted terms, please sign and return a copy. Of course, if you have any questions, feel free to call or email us.

Scope of Representation: The "Client" noted above will be our client (referenced in this Engagement Agreement as "you"). We have been engaged to represent you in the above referenced "Matter". You may limit or expand the scope of our representation from time to time, provided that any expansion must be agreed to by us. This Agreement will serve as the basis for the above described Matter and any continuing, expanded or different representation by the firm of you or your interests. In our communication with you, you consent to our use of unencrypted email, text messages and internet/cellular telephones.

Fees and Expenses: Our fees will be based on the billing rate for each attorney and legal assistant devoting time to each Matter at the rates above. Certain tasks may be quoted at a flat fee in writing. These rates and fees are subject to change from time to time. Should anyone other than you be required to pay attorney's fees, the billing rate will be the greater of that listed herein, as adjusted over time, or such amount as is determined by the court. Charges for any costs such as, but not limited to, filing, service and court reporters, delivery, copying and scanning, and travel will be added to our invoices. Fees and expenses of others, such as consultants, investigators and experts, will be forwarded to you for direct payment.

Retainer: We will hold the retainer interest free and apply it to your last invoice. You will pay any additional or subsequent retainer we may request to continue the representation. At the conclusion of this Agreement and after payment of all our fees and expenses, we will return to you, without interest, any unused retainer.

Invoices: Invoices will be rendered monthly for work performed and expenses incurred. Payment is due on receipt of the invoice. If any invoice remains unpaid, we may cease performing services until arrangements satisfactory to us have been made for payment of our invoices and for the payment of future fees and expenses. You agree to timely pay our invoices

via check or wire. You will pay an additional 3% processing fee if you pay our invoices with a credit card.

Joint/Trust Checks and Retaining Lien: There may be instances when we receive checks which are either jointly issued to you and our firm or payable to our trust account and you agree we may deposit such checks into our account for subsequent disbursement as called for under the terms of the specific transaction as well as the payment of our outstanding fees and costs. We shall have a lien on all your documents, property and money in our possession for the payment of all sums due us.

Term of Engagement: Either of us may terminate this Agreement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct. You agree to engage successor counsel to represent you and pay our costs and fees incurred through termination or the point when the court relieves us of our responsibilities, whichever is later.

Any nonpublic information you supplied to us will be kept confidential in accordance with applicable Rules of Professional Conduct. If you request that your papers and property be returned to you, we shall do so promptly upon our receipt of payment for outstanding fees and costs. Our own files, including lawyer work product, pertaining to each Matter will be retained by us. Unless you instruct us in writing otherwise, within 30 days after the conclusion of each Matter, we may destroy all documents and materials in our possession.

You understand that changes in facts or law may occur after the conclusion of our representation of each Matter that could impact your future rights. Unless you engage us in writing to provide such additional advice, we have no continuing obligation to advise you with respect to related or future legal developments, including the enforcement, satisfaction, recording, renewal or collection of any judgment.

Disclaimer: Our fees and costs relating to each Matter are not predictable. We have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete each Matter. The payment of our fees and costs is in no way contingent on the ultimate outcome of each Matter. Additionally, we have made no representations or guarantees as to the result or disposition of any phase of each Matter, the recovery of your incurred legal fees, costs or interest, or the collectability of any party involved in each Matter. You understand that there exists no certainty as to the outcome of each Matter.

Conflict of Interest: If we become aware of an actual, direct conflict of interest, we will inform you of such conflict. At such time, we may be requested or obligated to withdraw from further representation, and you may be required to retain new counsel. To the extent the representation of another client in an unrelated matter does not involve a direct conflict with you, you agree we can proceed with such representation. Additionally, we may represent another client in an unrelated Matter which may be adverse to you.

Client Responsibilities: You agree to be truthful, to cooperate fully with us and to promptly provide all documents and information known or available to you relevant to our representation. You agree to pay our invoices for services and expenses when rendered. You will be responsible for 12% interest per annum on any unpaid balance and for our incurred legal fees and costs if you fail to timely pay our invoices. You will verify in

advance by phone to this number, 305-347-5290, all instructions related to the transfer of funds, by wire or otherwise. You may have insurance coverage for some or all of the claims and defenses and you will timely report same to your carrier.

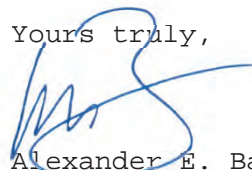
Data Preservation: For each Matter, if it is in litigation or may result in litigation, you agree to collect, preserve and retain all records that are or could be related thereto, be they in physical or electronic form. This "litigation hold" will remain in place until each Matter is fully and finally resolved. You understand that failure to take reasonable steps to collect and preserve evidence, including data, metadata, and backups stored electronically on personal, business, mobile and cloud computers, could result in severe sanctions being imposed by the Court. If you have already disposed of digital or physical files, you will attempt to recover such data and to suspend any document retention/destruction program until each Matter is concluded. You will also instruct all relevant parties over which you have control of these obligations and ensure their compliance.

Dispute Resolution: Should a dispute arise between us, we agree to first contact each other to resolve the dispute. Thereafter, we agree the dispute shall be submitted to an impartial mediator selected by both of us. If we are unable to agree, we both agree to Salmon & Dulberg Mediation Services, Inc. in Miami-Dade County, Florida, which shall assign a random certified mediator with at least 15 years of mediation experience. Each of us shall bear our own costs and fees at mediation and equally split the mediator's fee. The mediation shall be treated as confidential. If unresolved after 60 days from first notice of the dispute, it shall be submitted to a court of competent jurisdiction in Miami-Dade County, Florida where the prevailing party shall be entitled to only recover its actual and direct monetary damages plus reasonably incurred attorney's fees and costs from the other party. You and we agree to waive all claims for consequential damages.

Commencement of Representation: Until we receive this signed Agreement, the retainer and the documents related to each Matter, no attorney-client relationship exists between us. There may be important deadlines involved in your claim or defense. If you fail to take appropriate action in a timely manner, you may permanently lose some, if not all of your rights or defenses. If you wish to pursue your claim or defense, you need to act promptly.

Once again, we are pleased to provide you this Engagement Agreement, and we very much appreciate this opportunity to represent your interests.

Yours truly,



Alexander E. Barthet
For the Firm

Client signature on next page.

Acknowledged and agreed to by the Client.

Sign:

Print:

Title:

Company:

Address:

City/State/Zip:

Office Phone:

Mobile Phone:

Email:

Date:

If different from above, invoices should be emailed to:

Name:

E-mail:

If you wish to pay the retainer by credit card, please complete the following section.

Credit card type: MasterCard Visa AmEx

Name on the Card:

Credit Card Number:

Expiration Date:

Security Code:

Amount to be Charged:

I authorize The Barthet Firm to charge my card. Initials:

If you wish to pay the retainer by wire, our wire instructions are:

The Barthet Firm, PA
200 S. Biscayne Blvd., Suite 1650
Miami, Florida 33131

United Community Banks, Inc.
Orlando, Florida
ABA No. 063116083

Final Credit to:
THE BARTHET FIRM
A PROFESSIONAL ASSOCIATION
Trust Account Number: 2000089215

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 52-41-41-28-01-001-0011

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 2023-007
ROAD NAME: NORTHLAKE BLVD
PARCEL NO.: SE#4

SIGNAL EASEMENT

THIS SIGNAL EASEMENT ("Easement") is made this 5th day of June, 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)

[Handwritten Signature]
Witness Signature (Required)

Isabel Moreira
Witness Name Printed or Typed

[Handwritten Signature]
Witness Signature (Required)

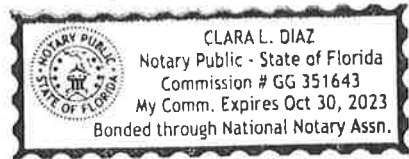
CLARA L. DÍAZ
Witness Name Printed or Typed

STATE OF Florida

COUNTY OF Miami-Dade

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 5th day of June, 2023



(Stamp/Seal)

[Handwritten Signature]
Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number

My Commission Expires:

EXHIBIT "A"

DESCRIPTION:

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

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE ON A GRID BEARING NORTH 69°04'58" WEST, A DISTANCE OF 1,788.30 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 SOUTH 86°53'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 35.00 FEET; THENCE NORTH 03°06'02" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 86°53'53" EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 03°06'07" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,750 SQUARE FEET OR 0.0402 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. THERE ARE NO VISIBLE ONSITE IMPROVEMENTS..
6. LANDS SHOWN HEREON WERE ABSTRACTED BY FIRST AMERICAN TITLE INSURANCE, COMMITMENT NO. 7222-6346888, DATED: FEBRUARY 17, 2023 @ 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 MAY 15, 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



Digitally signed by
David Lindley
Date: 2023.05.15
15:44:38 -04'00'
Adobe Acrobat
version:
2017.011.30142

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE 5/12/2023

DRAWN BY dpl

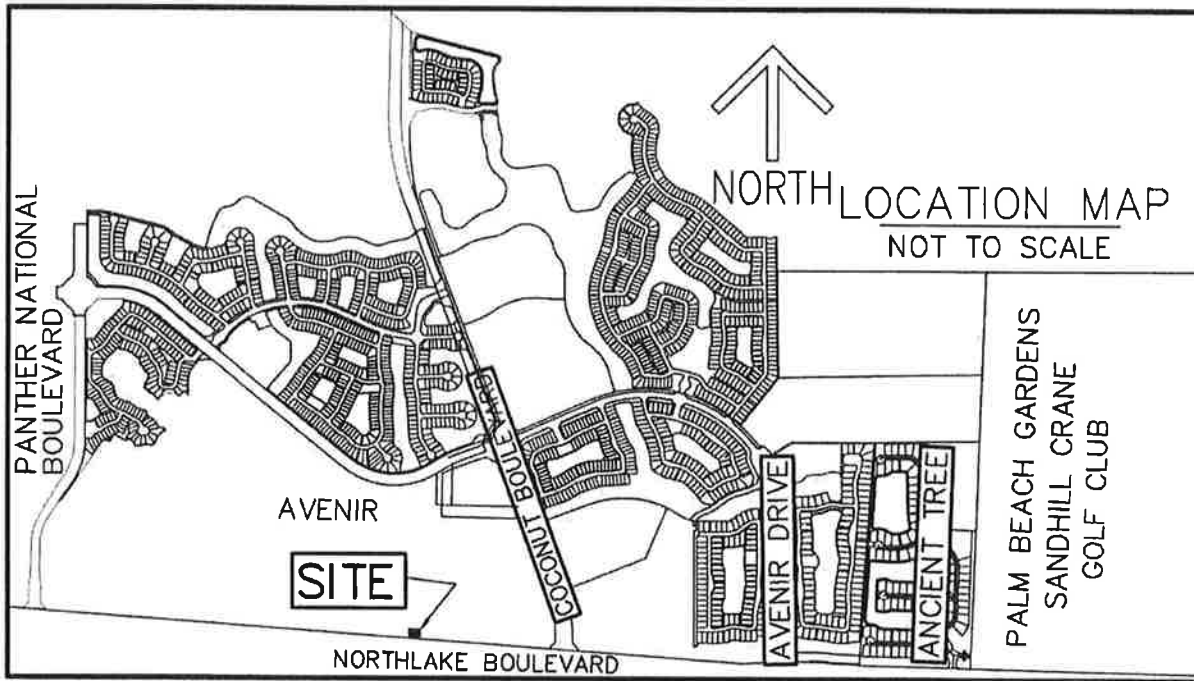
F.B./ PG. N/A

SCALE NONE

JOB# 7955-loop140

**NORTHLAKE BLVD
PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #4
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

NORHLAKE BLVD
PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #4
SKETCH OF DESCRIPTION

DATE 5/12/2023

DRAWN BY dpl

F.B./ PG. N/A

SCALE NONE

JOB# 7955-loop140

LEGEND:

EXHIBIT "A"

- O.R.B. - OFFICIAL RECORD BOOK
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- P.B. - PLAT BOOK
- U.E. - UTILITY EASEMENT
- CL - CENTERLINE
- R - RADIUS
- Δ - CENTRAL ANGLE (DELTA)
- L - ARC LENGTH OR DISTANCE

SEE CONTROL TIES ON SHEET 4 OF 4

PROPERTY CONTROL NUMBER
52414128010010011

**PARCEL A-1
AVENIR**

(P.B. 127, PAGE 85)

90' PARKWAY BUFFER EASEMENT
(PLAT BOOK 127, PAGE 85)

N86°53'53"E
35.00'

N03°06'02"W
50.00'

**TRAFFIC SIGNAL
EASEMENT NO. 4**
1,750 SQUARE FEET/
0.0402 ACRE

S03°06'07"E
50.00'

**PARCEL A-1
AVENIR**

(P.B. 127, PAGE 85)

**PARCEL A-1
AVENIR**
(P.B. 127, PAGE 85)

10' UTILITY EASEMENT
(PLAT BOOK 127, PAGE 85)

**POINT OF
BEGINNING**

N: 901579.6558
E: 903370.6953

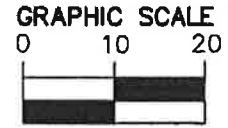
35.00'
S86°53'53"W

N: 901577.7618
E: 903335.7457

NORTH RIGHT-OF-WAY LINE
NORHLAKE BOULEVARD
(P.B. 127, PAGE 85)
& CORRECTIVE DEED
(O.R.B. 31023, PAGE 579)

NORHLAKE BOULEVARD
PALM BEACH COUNTY PROJECT NO. 95-507
PUBLIC RIGHT-OF-WAY - WIDTH VARIES
O.R.B. 1229 PAGE 131
O.R.B. 12173, PAGE 5
(O.R.B. 31023, PAGE 579)

S. RIGHT-OF-WAY LINE
O.R.B. 12017, PAGE 998

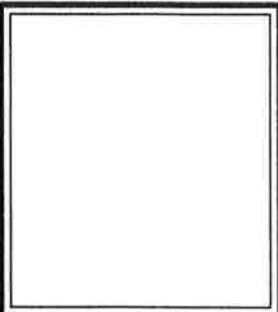


(IN FEET)
1 INCH = 20 FT.



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	5/12/2023
DRAWN BY	dpl
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB#	7955-loop140

**NORHLAKE BLVD
PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #4
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: 901579.6558
 E: 903370.6953

N69°04'58" W
 1788.30' GROUND
 1788.32' GRID

POINT OF COMMENCEMENT
 S1/4 CORNER SECTION 15-42-41
 FOUND PALM BEACH COUNTY BRASS DISK
 N 900941.189
 E 905041.161

15 14
 22 23
 SOUTH LINE SE 1/4 SECTION 15-42-41
 S86°53'58" W 2,507.09 (GRID)
 (BEARING BASIS) 2,507.06' (GROUND)

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

DATE	5/12/2023
DRAWN BY	dpl
F.B./ PG.	N/A
SCALE	NONE
JOB#	7955-loop140

**NORTHLAKE BLVD
 PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #4
 SKETCH OF DESCRIPTION**

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 52-41-41-28-01-001-0131

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 2023-008
ROAD NAME: NORTHLAKE BLVD @
PANTHER NATIONAL BLVD
PARCEL NO.: SE#5

SIGNAL EASEMENT

THIS SIGNAL EASEMENT ("Easement") is made this 5 day of Jun, 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)

[Handwritten Signature]
Witness Signature (Required)

Isabel Moreira
Witness Name Printed or Typed

[Handwritten Signature]
Witness Signature (Required)

Clara L. Diaz
Witness Name Printed or Typed

STATE OF Florida

COUNTY OF Miami-Dade

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 5th day of June, 2023

[Handwritten Signature]
Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

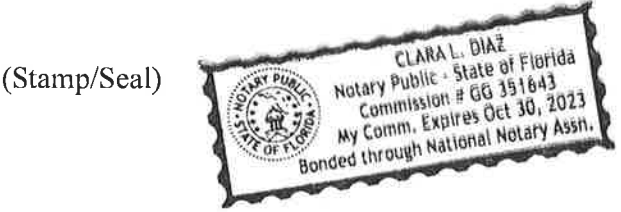


EXHIBIT "A"

DESCRIPTION:

A PORTION OF TRACT R1, AVENIR POD 20, AS RECORDED IN PLAT BOOK 135, PAGES 113 THROUGH 123 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE ON A GRID BEARING NORTH 00°40'48" EAST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 727.84 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF NORTHLAKE BOULEVARD, AS RECORDED IN OFFICIAL RECORD BOOK 30575, PAGE 559 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE NORTH 88°54'50" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 58.00 FEET; THENCE NORTH 01°05'15" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 88°54'50" EAST, A DISTANCE OF 58.00 FEET; THENCE SOUTH 01°05'10" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,900 SQUARE FEET OR 0.0666 ACRES, MORE OR LESS.

SAID LANDS LYING IN SECTIONS 16 AND 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY COUNTY, FLORIDA

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 88°55'02" EAST ALONG THE SOUTH LINE OF SECTION 17, 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. THERE ARE NO VISIBLE ONSITE IMPROVEMENTS..
6. LANDS SHOWN HEREON WERE ABSTRACTED BY FIRST AMERICAN TITLE INSURANCE, COMMITMENT NO. 7222-6346949, DATED: FEBRUARY 17, 2023 @ 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 MAY 15, 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 PROFESSIONAL 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



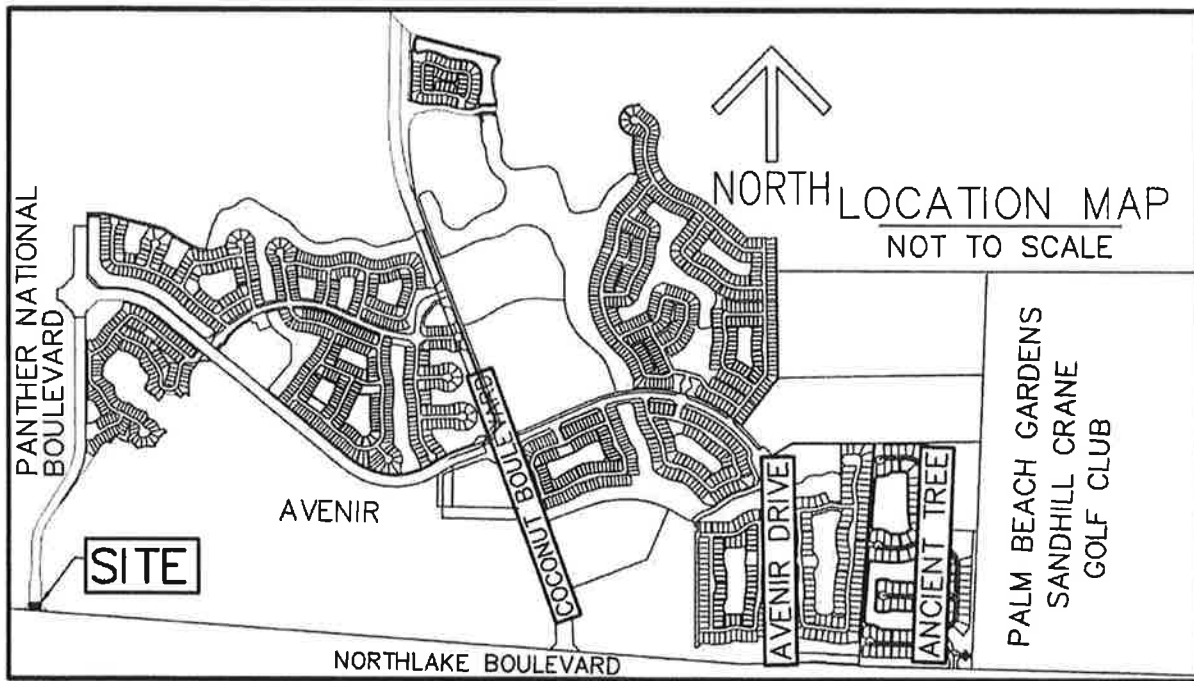
Digitally signed by
 David Lindley
 Date: 2023.05.16
 08:22:04 -04'00'
 Adobe Acrobat
 version:
 2017.011.30175

DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 L.B. 3591

DATE	5/12/2023
DRAWN BY	dpl
F.B./ PG.	N/A
SCALE	NONE
JOB#	7955-loop5pan

**PANTHER NATIONAL & NORTHLAKE BLVD
 PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #5
 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

**PANTHER NATIONAL & NORHLAKE BLVD
 PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #5
 SKETCH OF DESCRIPTION**

DATE	5/12/2023
DRAWN BY	dpl
F.B./ PG.	N/A
SCALE	NONE
JOB#	7955-loop5pan

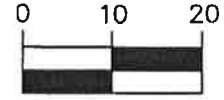
LEGEND:

EXHIBIT "A"

- O.R.B. - OFFICIAL RECORD BOOK
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- P.B. - PLAT BOOK
- U.E. - UTILITY EASEMENT
- CL - CENTERLINE
- R - RADIUS
- Δ - CENTRAL ANGLE (DELTA)
- L - ARC LENGTH OR DISTANCE

SEE CONTROL TIES ON SHEET 4 OF 4

GRAPHIC SCALE



(IN FEET)

1 INCH = 20 FT.



PANTHER NATIONAL BOULEVARD

52414128010010131
 PROPERTY CONTROL NUMBER
TRACT R1
AVENIR POD 20
 (P.B. 135, PAGE 113)
S88°54'50"E
58.00'

WEST LINE SECTION 16-42-41
 EAST LINE SECTION 17-42-41

TRACT R1
AVENIR POD 20
 (P.B. 135, PAGE 113)

N01°05'15"E
50.00'

10' SUAE

TRAFFIC SIGNAL EASEMENT NO. 5
 2,900 SQUARE FEET/
 0.0666 ACRE

S01°05'10"W
50.00'

CENTERLINE

TRACT R1
AVENIR POD 20
 (P.B. 135, PAGE 113)

10' UTILITY EASEMENT
 (PLAT BOOK 127, PAGE 85)

N88°54'50"W
90.60'

N: 901581.5039
 E: 897168.2713

SW CORNER
 TRACT R1

SOUTH LINE
 PARCEL R1

58.00'
N88°54'50"W

NORTH RIGHT-OF-WAY LINE
 NORTHLAKE BOULEVARD
 (P.B. 127, PAGE 85)
 (O.R.B. 30575, PAGE 559)

POINT OF BEGINNING

N: 901580.4045
 E: 897226.2609

NORTHLAKE BOULEVARD

PALM BEACH COUNTY PROJECT NO. 95-507
 PUBLIC RIGHT-OF-WAY - WIDTH VARIES

O.R.B. 1229 PAGE 125
 (O.R.B. 30575, PAGE 559)
 O.R.B. 12017, PAGE 998

S. RIGHT-OF-WAY LINE
 O.R.B. 12017, PAGE 998

WEST LINE SECTION 16-42-41
 EAST LINE SECTION 17-42-41

SECTIONAL TIE
 SEE SHEET 4

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

PANTHER NATIONAL & NORTHLAKE BLVD
PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #5
SKETCH OF DESCRIPTION

DATE 5/12/2023

DRAWN BY dpl

F.B./ PG. N/A

SCALE AS SHOWN

JOB#7955-loop5pan

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 = 1.000007795108
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: 901580.4045
E: 897226.2609

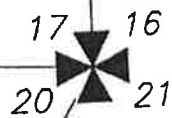


N00°40'48"E
727.84' GROUND
727.85' GRID

WEST LINE SECTION 16-42-41
EAST LINE SECTION 17-42-41

S1/4 CORNER SECTION 20-42-41
PUBLISHED POSITION

N 900903.1680
E 894543.0250



SOUTH LINE SE 1/4 SECTION 17-42-41
S88°55'02"E 2,675.08' (GRID)
(BEARING BASIS) 2,675.06' (GROUND)

POINT OF COMMENCEMENT
SE CORNER SECTION 17-42-41
PUBLISHED POSITION
N 900852.6200
E 897217.6230

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

PANTHER NATIONAL & NORTHLAKE BLVD
PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #5
SKETCH OF DESCRIPTION

DATE 5/12/2023

DRAWN BY dpl

F.B./ PG. N/A

SCALE NONE

JOB#7955-loop5pan

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 5th day of June, 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)

[Handwritten Signature]
Witness Signature (Required)

Isabel MORENO
Witness Name Printed or Typed

[Handwritten Signature]
Witness Signature (Required)

CLARA L. DIAZ
Witness Name Printed or Typed

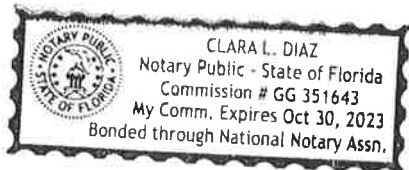
STATE OF Florida

COUNTY OF Miami-Dade

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 5th day of June, 2023

(Stamp/Seal)



Grantor:

AVENIR COMMUNITY DEVELOPMENT DISTRICT
a local unit of special-purpose government organized and existing under the laws of the State of Florida

By: [Handwritten Signature]
Virginia Cepero, Chairperson Board of Supervisors

[Handwritten Signature]
Notary Signature
Notary Public, State of _____

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

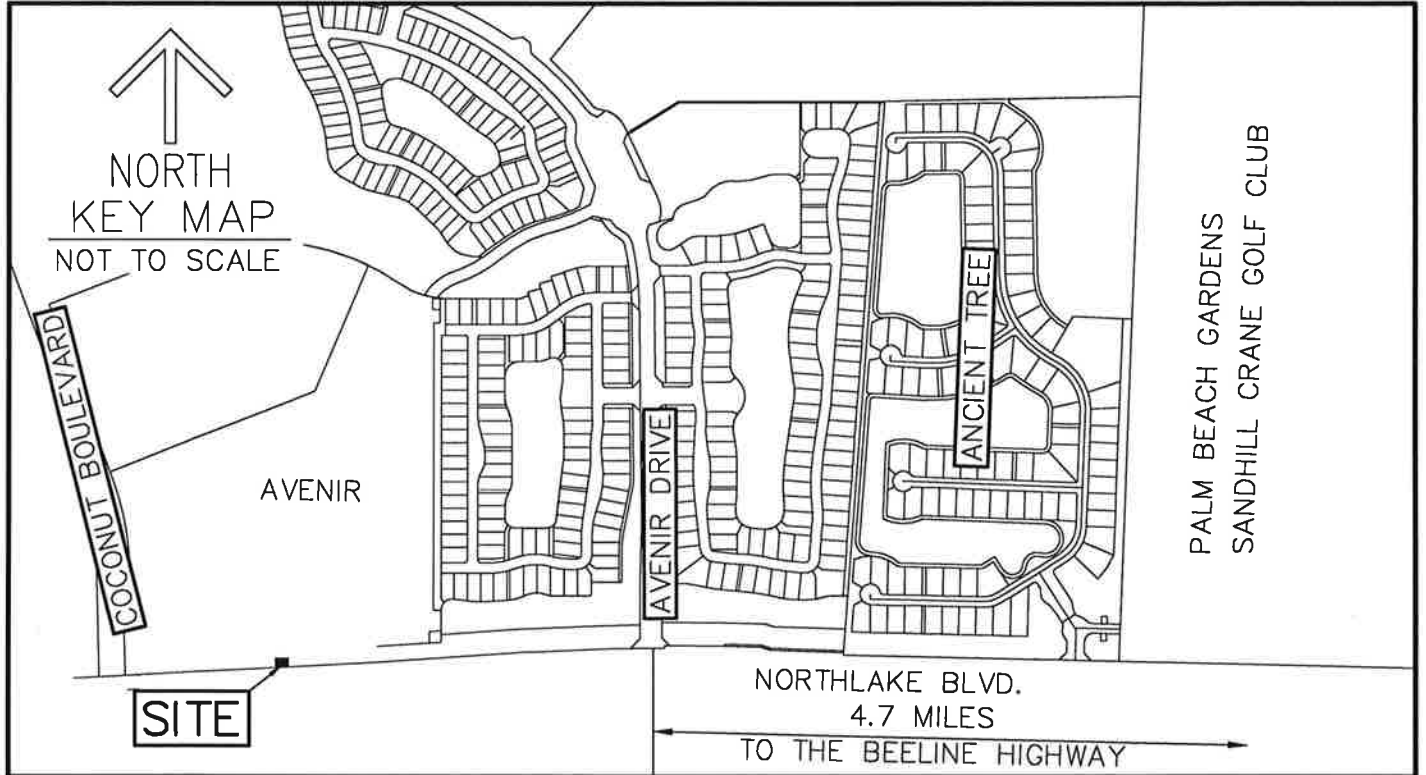
F.B./ PG. N/A

SCALE NONE

JOB NO. 955-loop3v1

AVENIR DRIVE & NORTHLAKE BLVD SE
PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #3
SKETCH OF DESCRIPTION

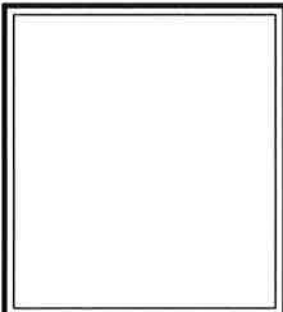
EXHIBIT "A"



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



DATE	2/3/2023
DRAWN BY	dpl
F.B./ PG.	N/A
SCALE	NONE
JOB NO	955-loop3v1

AVENIR DRIVE & NORHLAKE BLVD SE
 PALM BEACH COUNTY TRAFFIC SIGNAL EASEMENT #3
 SKETCH OF DESCRIPTION

LEGEND:

EXHIBIT "A"

- O.R.B. - OFFICIAL RECORD BOOK
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- P.B. - PLAT BOOK
- U.E. - UTILITY EASEMENT
- ☉ - CENTERLINE
- R - RADIUS
- Δ - CENTRAL ANGLE (DELTA)
- L - ARC LENGTH OR DISTANCE

SEE CONTROL TIES ON SHEET 4 OF 4

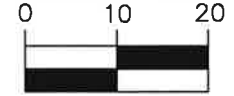
PROPERTY CONTROL NUMBER
52414128010010039

**PARCEL A-3
AVENIR**

(P.B. 127, PAGE 85)

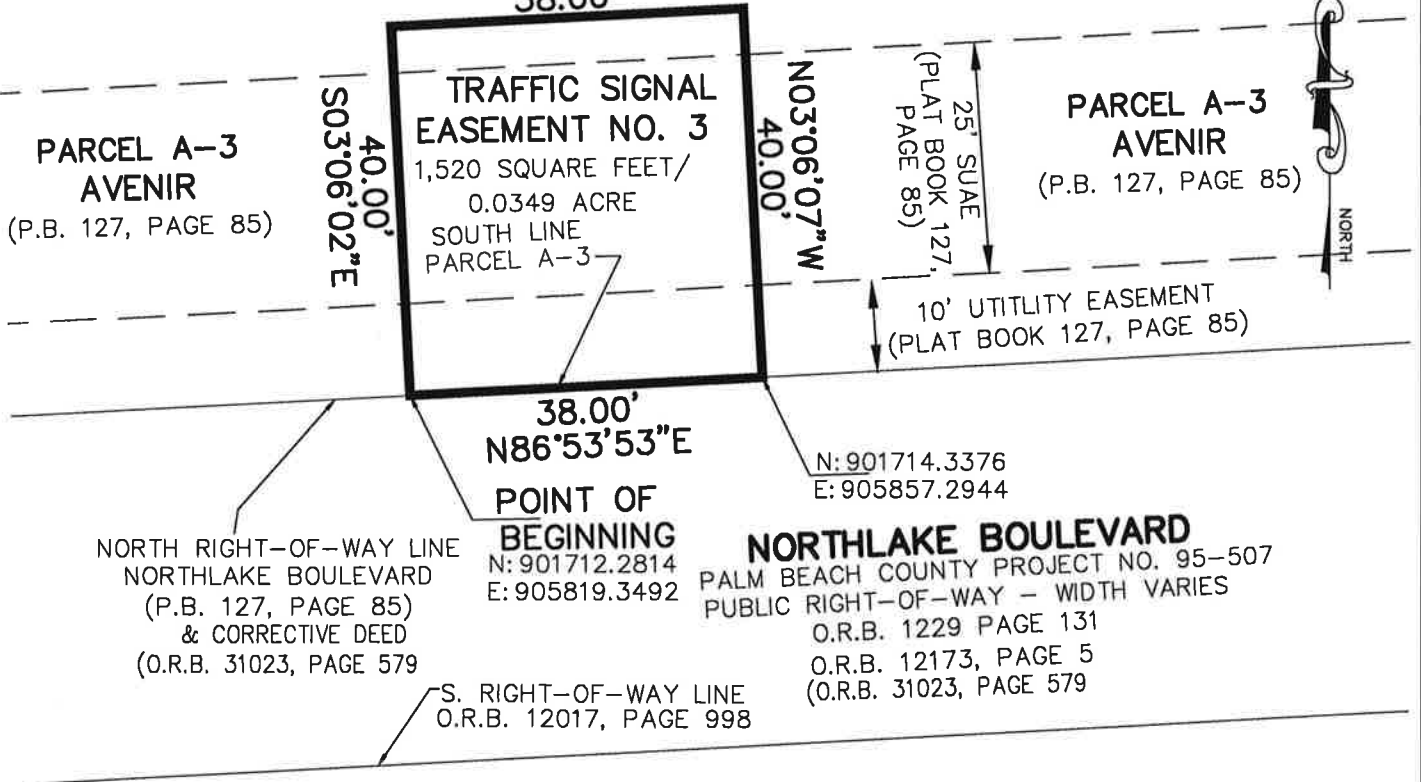
**S86°53'53"W
38.00'**

GRAPHIC SCALE



(IN FEET)

1 INCH = 20 FT.



NORTH RIGHT-OF-WAY LINE
NORHLAKE BOULEVARD
(P.B. 127, PAGE 85)
& CORRECTIVE DEED
(O.R.B. 31023, PAGE 579)

**POINT OF
BEGINNING**
N: 901712.2814
E: 905819.3492

S. RIGHT-OF-WAY LINE
O.R.B. 12017, PAGE 998

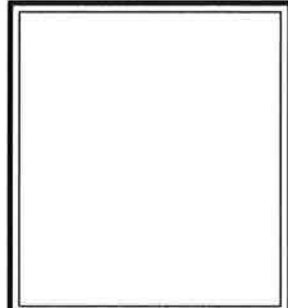
N: 901714.3376
E: 905857.2944

NORHLAKE BOULEVARD

PALM BEACH COUNTY PROJECT NO. 95-507
PUBLIC RIGHT-OF-WAY - WIDTH VARIES
O.R.B. 1229 PAGE 131
O.R.B. 12173, PAGE 5
(O.R.B. 31023, PAGE 579)

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 & NORHLAKE 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

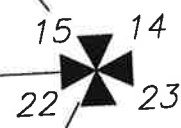
N69°46'44"W
1838.53' GROUND
1838.55' GRID

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

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**

Pole Description	# Installed	# Removed
Black Tapered Concrete Pole 21'(15.6" MH)	77	0
Black Tapered Concrete Pole 14'6"(10" MH)	28	0

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): Install 77 x 150Watt 4K Mesa LED fixtures on 21' (15.6" MH) Tapered concrete poles, and 28 x 75Watt 4K Mesa LED fixtures on 14'.6" (10' MH) Tapered concrete poles. Customer installing required conduit and hand-holes.

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

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$641.91. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Avenir Community Development District
 Customer (Print or type name of Organization)
 By: *Virginia Ceped*
 Signature (Authorized Representative)
Virginia Ceped
 (Print or type name)
 Title: CHAIR

FLORIDA POWER & LIGHT COMPANY
 Digitally signed by Diego Febres
 DN: cn=Diego Febres, o=FPL, ou=LED
 Lighting Solutions,
 email=diego.febres@fpl.com, c=US
 Date: 2023.05.22 15:52:05 -04'00'
 By: _____
 (Signature)
Diego Febres
 (Print or type name)
 Title: FPL Sr. Representative, LED Lighting Solutions

C & C Diversified Services, LLC

7954 SW Jack James Drive
Stuart, FL 34997

Proposal

Date	Proposal #
9/23/2022	16092

Name / Address
Avenir Community Development District

Job Reference

Specifications & Descriptions	Total
QTY. 4-FPESSCOP60 F P COPPER HAMMER ANTIQUE FIN 60IN DX 17IN H ESS	79,688.00
QTY. 4-GEKV121212 KEY VALVE ASSEMBLY 1/2IN	
QTY. 4-FPLAUT24NG24 ROUND F PIT INSERT AUTO NATURAL GAS 24V 24	
QTY. 4-GESCN48RND SCREEN 48IN ROUND (trim to fit)	
QTY. 2-GE01191832 SAFETY PIPE TRAIN 1-1/2IN 24VAC	
QTY. 2-24VTRANSFORMER250 TRANSFORMER 24V 250VA	
QTY. 2-GECOMESKS EMERGENCY SHUT OFF KEY SWITCH-COMMERCIAL	
QTY. 24-FGSRB MEDIA F GLASS 1/4IN REFLECTIVE-COLOR TBD	
Freight	1,000.00
NATURAL GAS-2 METERS REQUIRED	
Permit Fee-Includes Pipe Sizing, Isometric Drawing, & Permit Application Delivery/Pick Up	750.00
Left Side-Install 2" PVC Sleeve from underneath each fire bowl to non-visual side of structure	1,200.00
Right Side-Install 2" PVC Sleeve from underneath each fire bowl to non-visual side of structure	
Left Side-Exterior Piping from Natural Gas Meter #1 at non-visual side of structure through sleeve to 2-Fire Bowls (40ft and 20ft)	2,800.00
Right Side-Exterior Piping from Natural Gas Meter #2 at non-visual side of structure through sleeve to 2-Fire Bowls (40ft and 20ft)	
Final Appliances-Mount brackets, install fire bowls, connect gas lines, tie into system, check for leaks, and make ready for use	4,500.00
*Electrical work NOT included	
*50% Deposit required at time of order	
*Proposal valid for 60 dyas	

All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.

Total	\$89,938.00
--------------	--------------------

Phone #	Fax #	E-mail
772-266-4680	772-266-4679	info@candediversified.com

Signature _____
Date: _____



Carpenter Contractors of America, Inc.
Pompano Beach Division

Revised Proposal & Contract

Date: February 14, 2023

Avenir Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Avenir Entry Features
Plan date: 8-23-22
Architect: Randall Stofft

Attn: Keith O'Brien

We hereby propose to furnish the following necessary to complete the application of items listed herein in accordance with plans and the attached specifications for the sum of:

MODEL	CONCRETE-MASONRY-CARPENTRY LABOR & MATERIAL TOTAL
ENTRY FEATURE East (EFE)	\$ 83,000
ENTRY FEATURE West (EFW)	\$ 83,000

Draw schedule:	EFE	EFW
(22) Completion of slab	\$ 20,500	\$ 20,500
(25) Completion of 1 st lift	\$ 31,500	\$ 31,500
(26) Completion of 2 nd lift	\$ 23,700	\$ 23,700
(07) Completion of shtg.	\$ 5,800	\$ 5,800
(08) Completion of Dens	\$ 1,500	\$ 1,500

Builder agrees that he will neither back charge nor deduct any monies due subcontractor without signed approval of back charge documentation by subcontractor's Production Superintendent or Job Foreman.

All extra work to be performed at the rate of \$75.00 per hour plus material and 10% of material for handling.

Builder's representative(s) listed below have the authority to sign designating approval of extra work to the contract between Carpenter Contractors of America and the Builder. Builder further agrees that all extra work so approved will be paid in accordance with the payment terms:

Builder's Authorized Representative(s)

Title(s)

This proposal is subject to the terms and conditions on the attached pages 2 through 4.

All work not specified within this proposal is considered to be done by others.

The prices set forth in this proposal are to be firm for all buildings upon which contracted construction is started before 3/31/23.

Any non-inventoried and/or special materials ordered based upon Builder's contract for this project which subsequently are not used will be billed and delivered to Builder and become property of the Builder. Builder agrees to pay for same.

Any materials furnished by others to be installed by subcontractor are to be delivered to each building site by others. Subcontractor does not assume responsibility for same.

In the event that Carpenter Contractors of America is instructed to begin work described in this proposal before receipt of properly signed acceptance, such authorization shall be recognized as an acceptance of this proposal in its entirety.

Terms: To be paid as follows: All invoices dated on or before the 10th of the month are to be paid by the 25th of the same month.
All invoices dated on or before the 25th of the month are to be paid by the 10th of the following month.

This proposal subject to review and/or revision if not accepted within five days of date of this proposal.

Respectfully,

MARK JACKSON

Submitted by: _____
Sales Representative

By: _____
Authorized Signature

Date: _____

Company: Avenir Community Development District

Accepted by: _____

NOTES FOR:

ENTRY FEATURE

1. The Builder agrees that he will neither back-charge nor deduct any monies due this subcontractor without signed approval of back-charge documentation by our job foreman or superintendent. This procedure allows us to expedite processing of any credits which you may be due. The Builder further agrees that Extra Work Orders, once signed by his representatives listed on Page One will be paid according to the Contract Payment Terms. In the event no names are listed on Page One, then any representative of the Builder is authorized to sign.
2. Builder to provide access to buildings for any building materials. If any building is not accessible, there may be an additional charge for equipment necessary to get materials to building.
3. Price proposed does NOT include metal dome structure.
4. Only cells with reinforced #5 rebar is to be filled with concrete.
5. Price proposed DOES include triple layer of 3/8" pressure treated plywood on top of dome.
6. Price proposed includes an 8" x 38" poured in place perimeter footing (including rebar) around entire square platform. Detail used for this footing is shown on 4/S2. Two (2) additional #4 horizontal dowels will be installed along the bottom of this footing at 14" O.C. per this detail, for other contractors to tie fountain reinforcement into. Waterproofing and leak prevention is to be by others.
7. The 8" x 38" perimeter footing that we figured, the P66 pads, and the main slab for the platform will be poured all together in one pour.
8. The ten (10) piers shown (2/S1 and 3/S1) are not included and are to be supplied and installed by others. Fountain structure is NOT included and is to be by others.
9. Per detail 6/S2 three layers of cdx plywood is called for even though 2x decking is shown. We figured the three layers of PT plywood. Detail 1/S3 shows plywood decking. Page A001 note "I" and page A210 call for 19/32" APA roof sheathing which was NOT figured.
10. Aluminum posts, trellises and rafters are not included.
11. Revised price proposed included supplying and installing densglass gold on ceilings.

Builder Initials: _____ Date: _____
CCA Initials _____ Date: _____

February 15, 2023

SPECIFICATIONS FOR:

ENTRY FEATURE

CONCRETE SCOPE OF WORK:

Furnish all labor, material and equipment necessary to execute and complete all items of cast-in-place concrete, complete as shown on Drawings and as specified below: work includes and is limited to the following:

Layout from engineer's corner pins.

Provide termite treatment for platform foundation structure only.

Excavation of footings. The rough building pad consisting of clean fill shall be within + or - **1 inch** top of stem footing.

Supply, place and strip form material for perimeter footings and tie beams.

Fine grade building pad.

Provide and place 6 Mil Visqueen for walkway areas.

Furnish and install 6"x 6" 10/10 wire mesh for grade slab.

Furnish and install besser brick for rebar support in the foundation.

Provide and install grade 60 rebar and accessories.

Equipment figured to pour footings and grade slab.

Saw control joints in walkway slab where shown.

Compact fill inside walls at walkway in 12" increments. (Fill and density tests by others)

Place building debris in designated area.

Provide and place 3000# p.s.i. concrete for footings slab, equipment pad, and tie beams.

Builder Initials: _____ Date: _____
CCA Initials _____ Date: _____

February 15, 2023

SPECIFICATIONS FOR:

ENTRY FEATURE

STANDARD MASONRY NOTES:

Provide and install masonry block including sand, mortar and clean-up of broken debris. Install Dur-o-wall horizontal reinforcing every other course per plans.

CARPENTER CONTRACTORS OF AMERICA WILL NOT BE RESPONSIBLE FOR THE FOLLOWING:

Engineering services including lot lines, building setbacks, grades and elevations, and building corners with 5' off-set each way per corner.

Damage to concrete work resulting from unstable soil, backfilling, underground or surface water, or other acts beyond our control.

Inadequate soil bearing capacity.

Cracking or scaling of concrete.

Water leaks of any kind.

CARPENTRY SCOPE OF WORK:

Supply and install three layers of 3/8" Pressure Treated Plywood on dome. Plywood attached to dome using self-tapping metal screws. Per plans #12-24 screws are to be used. CCA figured #12-24 x 2" long screws to penetrate all three layers of plywood into the dome structure. Screws figured to be at 4" O.C. along the edges and 6" O.C. in the field. Install 1" thick Densglass Gold board on metal ceiling framing.

WORK BY OTHERS:

Excavating and backfilling for other trades - Concrete sealers, hardeners, or curing of any type - Concrete testing - Site work - Exterior flatwork or grade slabs - Stucco - Stucco Buildouts - Sidewalks - Removal of Debris - Sidewalks of any kind - Decorative stone, caps, cornice, limestone, stone floor, etc.... - Aluminum of any kind - Fountain structure - Framing down of any ceilings

Builder Initials: _____ Date: _____
CCA Initials _____ Date: _____

Prepared For: Avenir Community Development District
 Reference: 17393
 Project: Avenir Coconut Blvd Entry Features
 Attn: Mr. Keith O'Brien

4/5/2023

Scope: Cast Stone

We appreciate the opportunity to present to you the following scope and pricing:

Pricing

Item #	Scope	Price
1	Furnish & Install Cast Stone	\$141,005.00
Total =		\$141,005.00

Scope & General Details For Installation

1	Based On Design Documents By Randall Stofft Permit Set Dated 08.23.22
2	Scope review to ensure work and areas is figured correctly will be required.
3	All materials as previously supplied.
4	The design requires tight tolerances by the structural sub contractors that proceed the stone and tile installation. We have assumed that the maximum deviation in the substrate will be 1/4" in 10'-0".
5	Efflorescence - no warranty or guarantee against it is provided. Titan uses all mitigation efforts on substrate materials and uses premium setting materials. Despite these efforts efflorescence may occur on exterior work due to atmospheric conditions, soluble salts in rain water and other factors beyond our control.
6	Installation setting material will be per means & methods established with GL
7	Precast Products will be sealed with two coat of SB-5000.
8	Shop drawings for Titan manufacturing & Installation purposes only are included.
9	Mutual schedule to be developed.
10	Material lead time is approximately 12-16 weeks.
11	Installation Materials used shall be by Titans preferred manufacturer
12	Removal of other trades contaminants/bond breakers such as joint compound, paint, or stucco is excluded.
13	All equipment including scaffolding for Titan to perform our scope is included.
14	Inside of fountain wall is excluded and should be non-pervious tile by others.
15	Any other work in our trade that is not listed above is excluded.



TITAN STONE, LLC

2999 N Powerline Rd | Pompano Beach, FL 33069 | Tel: 954.316.0272

Prepared For: Avenir Community Development District
Reference: 17393
Project: Avenir Coconut Blvd Entry Features
Attn: Mr. Keith O'Brien

4/5/2023

Scope: Cast Stone

16	All exterior elements require on going maintained and Titan recommends cleaning all stone and tile 2 times per year and applying sealer 1 time per year.
17	All sales tax & delivery fees are included.
18	Terms 25% Deposit / 25% Start / 25% Half Way / 25% Upon Completion

James Blair

Approved Signature

Date

Printed Name

Coastal

ELECTRICAL SERVICE
INC

2155 SW Gull Harbor Lane
Palm City Fl 34990
(772) 286-5771 - Office (772) 286-5766 - Fax

Proposal/Contract

May 9, 2023

TO: Avenir Community Development District
2501 Burns Rd
Palm Beach Gardens

Attn: Keith
Re: Avenir Entrance
Coconut Blvd

Palm Beach Fl

Proposal price will include labor and material to be furnished by Coastal Electrical Service Inc as per contract drawings by dated 8/29/22

INCLUDED IN PROPOSAL

- 1) Install branch circuit wiring to four pool pumps
- 2) Install branch circuit wiring and conduit for two pendant light fixture
- 3) Supply and install two pendant light fixtures
- 4) Install branch circuit and two GFI locations
- 5) Install one 200 amp 240 volt single phase meter main combo electrical panel
- 6) Install one 100 240 volt 30 circuit amp main lug panel and circuit breakers
- 7) Install two time clocks to control the light fixtures.
- 8) Install 2" PVC conduit and 2/0 wire t from 200-amp panel to the 100-amp panel
- 9) Install 2" PVC conduit and 3/0 wire from the 200-amp panel to the FPL transformer
- 11) Wiring to the fire bowl relay.

NOT INCLUDED IN PROPOSAL

- 1) Permit fees
- 2) Concrete removal or replacement
- 3) Conduit under the street

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

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

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

Progress payments will be 30% due upon signing of proposal/contract 40% upon rough electrical remainder 30% due upon completion of electrical installation as per scope.

Payments shall be made 15 days from the invoice date.

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

The complete contract price is \$ 44116.00 (forty-four thousand one hundred sixteen dollars.)

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

Date _____

Date _____

Avenir Community Development District Coastal Electrical Service.

**1540 - Avenir Replacements**

Description	Size	Total Qty	Unit Cost	Total Cost
Trees & Palms				
Bursera simaruba - / Gumbo Limbo	14' Ht x 5' Spr, 3''' Cal. Full Canopy	1	\$650.00	\$650.00
Bursera simaruba - / Gumbo Limbo	18-20' Ht x 5' Spr, Full Canopy	1	\$1,600.00	\$1,600.00
Bursera simaruba - / Gumbo Limbo	16' Ht x 5' Spr, 4.5''' Cal. Full Canopy	4	\$1,200.00	\$4,800.00
Conocarpus erectus - / Green Buttonwood	45 Gal. 12" x 6' Spr. 2.5 Cal.	8	\$450.00	\$3,600.00
Quercus virginiana - / Live Oak	18' Ht. X 8' Spr., 4" Cal., Single Straight Trunk	1	\$1,000.00	\$1,000.00
Sabal palmetto - / Cabbage Palm	12'-18' CT Slick Straight Trunk Hurricane Cut	5	\$300.00	\$1,500.00
				\$13,150.00
Shrubs				
Acalypha wilkesiana/Copperleaf	3 Gal., 2' X 2'	47	\$10.00	\$470.00
Asparagus densiflorus 'Myers' - / Foxtail Fern	1Gal., 12" x 12" Spr., 24" O.C.	20	\$7.50	\$150.00
Chrysobalanus icaco 'Red Tip'- / Red Tip Cocoplum	3 Gal. 18" Ht. Min. 12" Spr. 24" O.C. Full to base and dense	1,479	\$8.00	\$11,832.00
Conocarpus erectus/Green Buttonwood	3Gal. 18" x12"	400	\$8.00	\$3,200.00
Dianella tasmanica 'Variegata' - / Variegated Flax Lily	3 Gal. 18"x5	555	\$7.50	\$4,162.50
Dietes - / African Iris	3Gal., 18-15" Ht. Spr., 30" O.C. Fully Rooted & Dense	50	\$8.00	\$400.00
Evovulus glomeratus - / Blue Daze	3 Gal., 12" Ht. x 15" Spr., 18" O.C.	30	\$8.00	\$240.00
Ficus microcarpa 'Green Island' / Ficus 'Green Island'	3Gal., 12" Ht. x 12" Ht. Spr. 24" O.C Fully rooted and dense	84	\$8.00	\$672.00
Hamelia patens - / Firebush	3 Gal.- 18" Ht. x 18" Spr.. 48" O.C. Full and dense	12	\$8.00	\$96.00
Hibiscus Rosea Sinensis 'Seminole Pink' / Seminole Pink Hibiscus	7 Gal., Min. 30" Ht. x 24" Spr, Full Dense Shrub, Full to Base	26	\$30.00	\$780.00
Ixora Nora Grant/Nora Grant Ixora	3Gal. Min., 12" Ht. x 12" Spr. 30" O.C., Full to base, Dense, Red	125	\$8.00	\$1,000.00
Jasminum volubile - / Wax Jasmine	3 Gal. 12" Ht. x 12" Spr. 30" OC Full and Dense, Full to Base	517	\$8.00	\$4,136.00
Liriope muscari 'Emerald Goddess' / Emerald Goddess Liriope	1 Gal. 12" x 12"	1,228	\$5.00	\$6,140.00
Muhlenbergia capillaris - / Hair / Muhly Grass	3 Gal., 16" Ht. x 16" Spr., 36" O.C. Full dense clump	30	\$8.00	\$240.00
Podocarpus macrophyllus 'Pringles'/Dwarf Podocarpus	3 Gal., 12" X 12", 24" OC	15	\$10.00	\$150.00
Serenoa repens - / Saw Palmetto	7 Gal., 18" X 18"	76	\$70.00	\$5,320.00
				\$38,988.50
Mulch				
Mulch / Mulch	Cubic Yards	200	\$30.00	\$6,000.00
				\$6,000.00
Total Landscape...				\$58,138.50
Grand Total				\$58,138.50

Proposal for Avenier CDD for Management of Stormwater Pump Station

Name	<u>Avenier CDD</u>	Company	<u>Blake's Well & Pump, Inc.</u>
Address	<u>2501A Burns Road</u>	Name	<u>Scott Massey</u>
City, State ZIP	<u>Palm Beach Gardens, Florida 33410</u>	Address	<u>15900 SW Minute Maid Road</u>
Phone	<u>561-630-4922</u>	City, State ZIP	<u>Indiantown, Florida 34956</u>
Email	<u>jpierman@sdsinc.org</u>	Phone	<u>772-473-9525</u>
		Email	<u>blakeswell1429@gmail.com</u>

Scope of Work

Blake's Well & Pump, Inc. will monitor and manage the day to day operations of the stormwater pump station and generator to include a minimal of twice a week walk through and visual inspection of system, weekly logging of pump hours, generator hours, and check generator fluids and diesel level. Blake's will coordinate any pump station repairs and scheduled system maintenance with CDD vendors. In the unlikely event of a storm with a prolonged power outage that may require personnel onsite for extended periods of time, there will be a \$125 per hour charge for that additional service.

Financial

\$5,200 fee to be paid monthly. Total twelve (12) month contract amount will be \$62,400.

Proposal

Blake's Well & Pump, Inc. will perform the work as outlined in the Scope of Work above for a one (1) year period beginning upon acceptance of this proposal.

 4/26/2023
Submitted by (Company Representative) Date

Acceptance

Avenier CDD accepts the scope of Work as outlined above.

Submitted by (authorized representative) Date

**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

AVENIR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 (together with its successors and assigns, the “Landowner”).

RECITALS:

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

WHEREAS, the District, pursuant to that certain Easement Agreement, dated as of ____ and recorded in Official Records Book ____, Page ____, of the Public Records of Palm Beach County, Florida, possesses or will possess an easement ownership interest in and is or will be responsible for maintaining the real property more particularly described in Exhibit “A” attached hereto and made a part hereof (the “District Easement Property”);

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Florida law, desires to delegate to the Landowner certain of its duties to maintain the public, District-owned improvements within the District Easement Property, which improvements are more fully described in Exhibit “B” attached hereto and made a part hereof (the “Improvements”), and the Landowner 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 Landowner's Performance of Maintenance Services

The District and the Landowner hereby agree, as follows:

(A) the Landowner shall provide, and be responsible for all costs that are associated with or arise out of, the inspection, repair, and maintenance services and materials as set forth in the attached Exhibit "C" (the "Maintenance Services") for the Improvements within the District Easement Property;

(B) the Maintenance Services shall be provided by the Landowner 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 Landowner shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the Landowner;

(C) the Maintenance Services shall be provided by the Landowner 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 Landowner without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership, easement, 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 Landowner to perform its obligations under this Agreement;

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

(F) the Landowner 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 any of the Improvements (collectively, "Applicable Laws"), arising in connection with the Landowner'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 Landowner within fifteen (15) business days of Landowner'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. Landowner shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to Landowner's performance of this Agreement, however, the District shall notify the Landowner of any changes to any Applicable Laws within a reasonable period of time of the District's actual knowledge of such changes; and

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

(H) except as specifically provided in this Agreement, Landowner shall not make any material alterations, additions or improvements to the Improvements without the prior written consent of District.

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

The District and the Landowner agree that the Maintenance Services herein assumed by the Landowner 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 Landowner shall submit written notice to the District regarding any such damage to the Improvements due to the Excluded Event. However, the Landowner'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 Landowner 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 Landowner 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 Landowner and if the Landowner 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 Landowner and the Landowner shall thereupon be obligated to resume the provision of Maintenance Services under this Agreement.

For the purpose of clarity, the Landowner'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 Landowner. 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 Landowner 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 Landowner 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 Landowner may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the Landowner's rights to terminate this Agreement in accordance with Section 8.0. Further, in such event, the Landowner 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 to include funding to provide such Maintenance Services and the levy of non-ad valorem assessments of benefitting lands within the Town Center parcel within the District can be adopted and become effective in accordance with Sections 190.008, 190.021, and 190.022, Florida Statutes, and such funding becomes available for the District to provide such Maintenance Services. In connection with any request by the District for Reimbursement Payments, the District shall provide to the Landowner 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 Landowner of its obligations under this Agreement shall constitute a default, the District shall first provide the Landowner with written notice of such breach and the Landowner 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 Landowner 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 Landowner 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 Landowner'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 Landowner'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 Landowner's failure to perform the Maintenance Services in the manner required under this Agreement, (b) any amounts owing in connection with the Landowner'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 Landowner.

6.0 Indemnification.

The Landowner does hereby indemnify, defend, and hold the District, including its agents, officers, employees, volunteers, and representatives 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 Landowner 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 Landowner 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 Landowner shall individually maintain, and require any contractor hired by the Landowner 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 LANDOWNER AND, IF APPLICABLE, ANY CONTRACTOR HIRED BY THE LANDOWNER 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 Landowner 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. Landowner 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 Landowner'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 an 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 Landowner 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 Landowner 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
Attention: 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: Dennis E. Lyles, Esq.

AS TO THE LANDOWNER: Avenir Development, LLC
550 Biltmore Way, Suite 1110
Coral Gables, Florida 33134
Attention: Manuel M. Mato, President

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

(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 Landowner 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 Landowner and District, their heirs, executors, receivers, trustees, successors and assigns. Except as specifically provided below, 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 Landowner from delegating its obligations under this Agreement to a Contractor(s), which may be done by the Landowner in its sole discretion and without prior notice or approval. Notwithstanding, Landowner may assign its rights and obligations under this Agreement to a property owner's association lawfully established to provide property management services over lands including the District Easement Property, which assignment shall be effective only after (a) at least thirty (30) days written notice to the District as provided in Section 9.0(B) herein, and (b) Landowner forwarding a copy of the applicable assignment instrument to the District, and (c) the property owner's association providing the District with an updated certificate of insurance in compliance with Section 7.0 of this Agreement.

(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 Landowner to this Agreement.

(P) Records:

A. Landowner 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 Landowner 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 Landowner or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Landowner transfers all public records to the District upon completion of the Agreement, the Landowner shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Landowner keeps and maintains public records upon completion of the Agreement, the Landowner 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. Landowner 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 Landowner, the Landowner shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Landowner acknowledges that should Landowner fail to provide the public records to the District within a reasonable time, Landowner may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE LANDOWNER 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.

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: _____
Virginia Cepero, Chairperson
Board of Supervisors

Date: _____ 2023

LANDOWNER:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Witnesses:

By: _____
Manual M. Mato, President

Print Name

Date: _____ 2023

Print Name

EXHIBIT "A"

DESCRIPTION OF DISTRICT EASEMENT PROPERTY

EXHIBIT “B”

DESCRIPTION OF IMPROVEMENTS

The Improvements include the stormwater management and drainage improvements, including, but not limited to inlets, pipes, drains, swales, manholes, curbs, and gutters, as well as the natural drainage and runoff of rainwater and surface water; roadway and public parking lot improvements, including, but not limited to, pavement, asphalt, subgrade and base, pavement markings, traffic control devices, traffic and directional signage, sidewalks, and pedestrian paths; entrance features and hardscape; fountains and public art; landscaping, plantings, and irrigation improvements; and lighting and electrical facilities, all of which are more particularly described in the Sixth Supplemental Engineer’s Report, Town Center Project, dated April 27, 2023, prepared Ballbe & Associates, Inc., as amended and supplemented from time to time (the “Engineer’s Report”), incorporated herein by reference.

EXHIBIT “C”

DESCRIPTION OF MAINTENANCE SERVICES

The Maintenance Services shall include, but not be limited to, all services reasonably necessary to maintain the District Easement Property and the Improvements therein in a first class condition, consistent with the standards of maintenance provided within the District and customary in the industry for a commercial parcel including similar facilities.

This instrument prepared by
and after recording return to:

Michael J. Pawelczyk, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey P.A.
Las Olas Square, Suite 600
515 E. Las Olas Boulevard
Fort Lauderdale, FL 33301

GRANT OF EASEMENT

This **GRANT OF EASEMENT** is entered into this _____ day of _____, 2023, by **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company, whose mailing address is: 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, hereinafter called the “**GRANTOR**”.

WITNESSETH:

The **GRANTOR** has granted and does hereby grant to the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under and pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, FL 33410, hereinafter called the “**GRANTEE**”, its successors and assigns, a perpetual, non-exclusive easement (the “**Easement**”) for public purposes, including, but not limited to, vehicular and pedestrian ingress thereto and egress therefrom, access, parking, and for the construction, reconstruction, installation, operation, maintenance, repair, replacement, improvement, removal, and inspection of any and all public improvements that are constructed by **GRANTEE** within the Easement Property (as hereinafter defined), including, but not limited to stormwater management and drainage improvements, including, but not limited to inlets, pipes, drains, swales, manholes, curbs, and gutters, as well as the natural drainage and runoff of rainwater and surface water; water and sewer improvements; roadway and parking lot improvements, including, but not limited to, pavement, asphalt, subgrade and base, pavement markings, traffic control devices, traffic and directional signage, sidewalks, and pedestrian paths; entrance features and hardscape; fountains and public art; landscaping, plantings, and irrigation improvements; and lighting and electrical facilities (collectively, the “**CDD Improvements**”), with full right of ingress thereto and egress therefrom for the purposes described herein, on, over, under, across, and through that certain real property owned by the **GRANTOR** described as follows (the “**Easement Property**”):

See **Exhibit A**, attached hereto and made a part hereof.

This Easement granted hereby includes the right, but not the obligation of **GRANTEE**, its successors and assigns, to construct, reconstruct, install, operate, maintain, repair, replace, improve, remove, and inspect on the Easement Property any and all, or a portion of, the Improvements.

The **GRANTOR** does hereby fully warrant to the **GRANTEE** that it has good title to the Easement Property and that it has full power and authority to grant this Easement. This Easement shall be a covenant that runs with the title to the Easement Property and shall inure to the benefit

of and shall be binding upon the parties and their respective heirs, personal representative, successors, successors-in-title, and assigns.

If and when **GRANTOR** proceeds with vertical construction of retail or commercial buildings within the Easement Property (each, a “Building”), the Easement Property shall be automatically reduced by the square footage of each Building plus a five (5’) foot perimeter buffer around the Building (the “Building Area”), which reduction shall be effective upon **GRANTOR** securing a certificate of occupancy for the Building and the special assessments levied by the **GRANTEE** on the Building Area and corresponding parking and landscaped areas associated with such Building Area in connection with the **GRANTEE’s** issuance of its Avenir Community Development District \$15,000,000 Special Assessment Bonds, Series 2023 (Town Center Project) have been paid in full as verified by the **GRANTEE**.

IN WITNESS WHEREOF, the **GRANTOR** by its proper officials has hereunto set its hands and seals the year and day first above written:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Witnesses:

By: _____
Manual M. Mato, President

Print Name

____ day of _____, 2023

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, as 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: _____

MORTGAGEE SUBORDINATION, JOINDER AND CONSENT

This Mortgage Subordination, Joinder and Consent is given as of the ___ day of _____, 2023, by **AVENIR HOLDINGS, LLC**, a Florida limited liability company (“Mortgagee”), being the owner and holder of a Purchase Money Mortgage, dated November 29, 2017, recorded December 1, 2017 in Official Records Book 29501, Page 274 of the Public Records of Palm Beach County, Florida, as amended by the Mortgage Modification, Future Advance and Spreader Agreement, dated April 30, 2018, recorded May 7, 2018, and recorded in Official Records Book 29832, Page 83 of the Public Records of Palm Beach County, Florida (as same may be amended or modified from time to time, collectively, the “Mortgage”) securing the Easement Property described in the foregoing Grant of Easement. Mortgagee hereby consents to the foregoing Grant of Easement and agrees that its Mortgage shall be subordinate to the foregoing Grant of Easement.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in its name, effective as of the date written above.

Witnessed by: **AVENIR HOLDINGS, LLC**, a Florida limited liability company

_____ By: _____

Name: _____ Print Name: _____

_____ Title: _____

Name: _____

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 _____, as _____ of AVENIR HOLDINGS, LLC, a Florida limited liability company, on behalf of such _____. 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

Easement Property

PARCEL A:

A PORTION OF TRACT A COMMERCIAL SITE, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT A COMMERCIAL SITE, AVENIR TOWN CENTER PLAT, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT A, NORTH 47° 19' 57" WEST, A DISTANCE OF 20.88 FEET; THENCE, NORTH 01° 33' 47" WEST, A DISTANCE OF 210.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, NORTH 01° 33' 47" WEST, A DISTANCE OF 255.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 04' 58", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 342.50 FEET; THENCE NORTH 32° 41' 02" EAST, A DISTANCE OF 62.59 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 18.35 FEET; THENCE NORTH 80° 00' 00" EAST, A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 153.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET; THENCE NORTH 00° 00' 08" WEST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57° 14' 03", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 71.92 FEET; THENCE SOUTH 00° 02' 25" EAST, A DISTANCE OF 43.28 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 261.37 FEET; THENCE SOUTH 00° 00' 00" WEST, A DISTANCE OF 49.38 FEET; THENCE NORTH 89° 59' 43" WEST, A DISTANCE OF 13.98 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 488.38 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 7.33 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 23.59 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 13.55 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 114.98 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "A"; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 44.00 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 114.98 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 6.71 FEET; THENCE NORTH 00° 01' 10" WEST, A DISTANCE OF 511.96 FEET; THENCE NORTH 89° 59' 43" WEST, A DISTANCE OF 14.01 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 104.13 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 277.98 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 772.74 FEET; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 61.50 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 97.48 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 61.50 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 143.40 FEET; THENCE NORTH 90° 00'

00" WEST, A DISTANCE OF 11.74 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 234.45 FEET; THENCE SOUTH 86° 53' 53" WEST, A DISTANCE OF 515.08 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 209.33 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 307.68 FEET TO THE POINT OF BEGINNING.

LESS THEREFROM TRACT A:

COMMENCING AT SAID REFERENCE POINT "A"; THENCE SOUTH 08° 13' 18" EAST, A DISTANCE OF 48.95 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 215.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 215.00 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.544 ACRES, MORE OR LESS.

TOGETHER WITH PARCEL B:

TRACT B COMMERCIAL SITE, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT B COMMERCIAL SITE, AVENIR TOWN CENTER PLAT, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT B, NORTH 00° 00' 00" WEST, A DISTANCE OF 176.58 FEET; THENCE, NORTH 90° 00' 00" EAST, A DISTANCE OF 1.74 FEET; THENCE, NORTH 00° 00' 00" WEST, A DISTANCE OF 196.70 FEET; THENCE, NORTH 90° 00' 00" EAST, A DISTANCE OF 71.09 FEET; THENCE, NORTH 00° 00' 00" WEST, A DISTANCE OF 97.18 FEET; THENCE, NORTH 90° 00' 00" WEST, A DISTANCE OF 71.09 FEET; THENCE, NORTH 00° 00' 00" WEST, A DISTANCE OF 772.74 FEET; THENCE, NORTH 90° 00' 00" EAST, A DISTANCE OF 258.61 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 55.03 FEET; THENCE, NORTH 90° 00' 00" EAST, A DISTANCE OF 230.67 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 6.12 FEET; THENCE, SOUTH 38° 26' 54" EAST, A DISTANCE OF 38.38 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 192.63 FEET; THENCE, NORTH 90° 00' 00" EAST, A DISTANCE OF 37.00 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 28.00 FEET; THENCE, NORTH 90° 00' 00" WEST, A DISTANCE OF 37.00 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 205.25 FEET; THENCE, NORTH 90° 00' 00" EAST, A DISTANCE OF 37.00 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 255.66 FEET; THENCE, NORTH 90° 00' 00" WEST, A DISTANCE OF 37.00 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 256.38 FEET; THENCE, NORTH 90° 00' 00" EAST, A DISTANCE OF 37.00 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 22.00 FEET; THENCE, NORTH 90° 00' 00" WEST, A DISTANCE OF 37.00 FEET; THENCE, SOUTH 00° 00'

00" EAST, A DISTANCE OF 76.68 FEET; THENCE, NORTH 90° 00' 00" EAST, A DISTANCE OF 37.00 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 83.26 FEET; THENCE, SOUTH 86° 08' 53" WEST, A DISTANCE OF 169.79 FEET; THENCE, SOUTH 86° 53' 53" WEST, A DISTANCE OF 383.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.324 ACRES, MORE OR LESS.

TOGETHER WITH PARCEL C:

TRACT C HOTEL SITE, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT C HOTEL SITE, AVENIR TOWN CENTER PLAT, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID AVENIR TOWN CENTER PLAT, NORTH 90° 00' 00" EAST, A DISTANCE OF 550.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 136.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS SOUTH 44° 59' 56" WEST FOR A DISTANCE OF 192.34 FEET; THENCE SOUTH 00° 00' 08" EAST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 89.00 FEET, HAVING AN ARC DISTANCE OF 124.27 FEET; THENCE SOUTH 80° 00' 00" WEST, A DISTANCE OF 138.08 FEET; THENCE NORTH 49° 41' 04" WEST, A DISTANCE OF 103.97 FEET; THENCE NORTH 20° 31' 16" WEST, A DISTANCE OF 356.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.082 ACRES, MORE OR LESS.

SAID LANDS CONTAINING A TOTAL OF 36.951 ACRES, MORE OR LESS, SITUATE IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Avenir Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management

Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B. Coordinate the District's records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate District records management training;
- E. Develop records management procedures consistent with the Records Retention Policy, as amended as provided herein;
- F. Participate in the development of the District's development of electronic record keeping systems;
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED at a meeting of the District Board of Supervisors, this 9th day of June, 2023.

ATTEST:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary / Assistant Secretary

Print name: _____
Chairperson, Board of Supervisors

Exhibit A: Amendments to General Records Schedules Established by the Division

Exhibit A

Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

CHANGE ORDER NO. 1

Date of Issuance:	June 8, 2023	Effective Date:	June 8, 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.:	220595
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202119
Project:	AVENIR SPINE ROAD PHASE 5	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:

- Plan revisions and unit price increase as follows:


SUMMARY:	
PLAN REVISIONS ADDITION	\$ 1,604,518.34
ROADWAY WORK ADDED SCOPE	\$ 2,850,923.44
TOTAL CHANGE ORDER REQUEST	\$ 4,455,441.78

Attachments:

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$5,360,237.92	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. ___ to No. ___ : None
Contract Price prior to this Change Order: \$5,360,237.92	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$4,455,441.78	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$9,815,679.70	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
		
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President	By: _____ Avenir Development, LLC By: _____	By: _____ Centerline, Inc. Randy Stringer Vice President
Date: <u>6/8/2023</u>	Date: _____	Date: _____

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

EXHIBIT "A"

1 of 2
Centerline, Inc.
 2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017
 Date: 5/17/2023
 To: Ballbe' & Associates
 Attn: Carlos Ballbe'
 From: Centerline, Inc.

Project: **Avenir - Spine Road Phase 5**
 s by Ballbe' & Associates, Inc. with Cover Sht dated 1/18/2023, Shts 9A thru 40 Dated 1/20/2023 & Sht 9 Dated 4/11/2023 (with

Change Order - Sitework Scope

Original proposal notes and qualifications apply.

This proposal excludes any adjusted costs for the lift stations, as the impacts of the revised SUA design standards are still being reviewed

This proposal excludes any adjusted costs for the water main south of the 10" 45 degree bend located at station 3+08 RT. Cost adjustment to add the Master Meter compound and all PBCWUD pipe south to the connection point in the Northlake Blvd right of way will be addressed once final approval of these improvements has been secured by the municipalities.

This proposal excludes cost for any decorative benches, trash receptacles, or wayfinding signage, as no design plans for such improvements have yet been provided.

The items listed below in this proposal for roadway striping and roadway signage are only bugetary estimates based upon historically similar work. These items are subject to future cost adjustment once final design plans for this work scope have been provided.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
General Conditions Adjustments / Additional Scope						
1		MOBILIZATION - ROADWAY (ADDED FULL SCOPE)	1	LS	\$ 61,687.50	\$ 61,687.50
2		SURVEY [LAYOUT & ASBUILTS] - UTILITY (ADDITIONAL DRAINAGE SCOPE)	1	LS	\$9,875.00	\$ 9,875.00
3		SURVEY [LAYOUT & ASBUILTS] - ROADWAY (ADDED FULL SCOPE)	1	LS	\$ 102,637.50	\$ 102,637.50
4		DENSITY TESTING - UTILITY (ADDITIONAL DRAINAGE SCOPE)	1	LS	\$6,250.00	\$ 6,250.00
5		DENSITY TESTING - ROADWAY (ADDED FULL SCOPE)	1	LS	\$ 42,262.50	\$ 42,262.50
6		CONSTRUCTION ENTRANCE MAINTENANCE (ADDED TIME FOR ADDITIONAL DRAINAGE & ROADWAY SCOPE)	4	MO	\$ 2,250.00	\$ 9,000.00
7		BOND (ADDITIONAL PREMIUM TO ADD DRAINAGE & ROADWAY SCOPE)	1	LS	\$ 92,056.82	\$ 92,056.82
Total, General Condition Adjustments / Additional Scope						\$ 323,769.32

Roadway (Added Scope)							BYPASS UNIT PRICES	H&J REVISED AMOUNT	B&A QUANTITY	B&A AMOUNT BYPASS UNIT PRICES	AMOUNT DIFFERENCE
1		SITE BALANCE / CUT TO FILL	1000	CY	\$ 4.49	\$ 4,490.00	\$3.90	\$ 3,900.00		\$ -	NO CHANGE
2		12" STABILIZED SUBGRADE	45800	SY	\$ 6.90	\$ 316,020.00	\$6.00	\$ 274,800.00	42864	\$ 257,184.34	\$ (58,835.66)
3		8" FDOT BASE ROCK	39200	SY	\$ 20.47	\$ 802,424.00	\$17.80	\$ 697,760.00	37534	\$ 668,100.53	\$ (134,323.47)
4		SUA STABILIZED ACCESS ROAD ****THIS LINE ITEM IS REMOVED FROM THE CHANGE ORDER****	2800	SY	\$ 66.70	\$ 186,760.00		\$ -		\$ -	\$ (186,760.00)
5		1" ASPHALT, BOTTOM LIFT, SP-9.5	36700	SY	\$ 10.52	\$ 386,084.00	\$ 10.52	\$ 386,084.00	36020	\$ 378,930.40	\$ (7,153.60)
6		1" ASPHALT, TOP LIFT, SP	36700	SY	\$ 10.93	\$ 401,131.00	\$ 10.93	\$ 401,131.00	36020	\$ 393,698.60	\$ (7,432.40)
7		TYPE 'F' CURB & GUTTER	20000	LF	\$ 23.81	\$ 476,200.00	\$20.70	\$ 414,000.00	18898	\$ 391,198.54	\$ (85,001.46)
8		TYPE 'D' CURB	40	LF	\$ 27.77	\$ 1,110.80	\$24.15	\$ 966.00	91	\$ 2,206.59	\$ 1,095.79
9		VALLEY GUTTER CURB	250	LF	\$ 19.78	\$ 4,945.00	\$17.25	\$ 4,312.50	199	\$ 3,437.93	\$ (1,507.08)
10		4" BASE ROCK CURB PAD	20250	SY	\$ 5.75	\$ 116,437.50	\$5.00	\$ 101,250.00	19189	\$ 95,945.75	\$ (20,491.75)
11		R/W FINE GRADING, ONE TIME	95000	SY	\$ 0.52	\$ 49,400.00	\$0.52	\$ 49,400.00		\$ -	NO CHANGE
12		VEHICULAR PAVER-BRICK (AUTUMN BLEND TUMBLED FIELD 90° HERRINGBONE PATTERN)	8800	SF	\$ 9.49	\$ 83,512.00	\$8.25	\$ 72,600.00	9705	\$ 80,062.95	\$ (3,449.05)
13		VEHICULAR PAVER-BRICK (WHITE REFLECTIVE TUMBLED STRIPING)	3800	SF	\$ 25.88	\$ 98,344.00	\$22.50	\$ 85,500.00	3919	\$ 88,178.40	\$ (10,165.60)
14		POWER WASH & CLEAR SEAL PAVERS	8800	SF	\$ 1.15	\$ 10,120.00	\$1.15	\$ 10,120.00	9705	\$ 11,160.75	\$ 1,040.75
15		THERMOPLASTIC STRIPING ALLOWANCE (NO PLANS PROVIDED)	1	LF	\$ 147,200.00	\$ 147,200.00	\$147,200.00	\$ 147,200.00		\$ -	NO CHANGE
16		GREEN COLORED PAVEMENT AT BIKE PATH LANE ALLOWANCE (NO PLANS PROVIDED)	1	LS	\$ 69,000.00	\$ 69,000.00	\$ 69,000.00	\$ 69,000.00		\$ -	NO CHANGE
17		CUSTOM STREET SIGNAGE (DECORATIVE W/ CHANNEL POSTS) ALLOWANCE (NO PLANS PROVIDED)	1	LS	\$ 257,025.00	\$ 257,025.00	\$257,025.00	\$ 257,025.00		\$ -	NO CHANGE
18		BAHIA SOD AT TEMPORARY RETENTION AREAS	830	SY	\$ 3.45	\$ 2,863.50	\$3.00	\$ 2,490.00		\$ -	NO CHANGE
19		12" STABILIZED SUBGRADE FOR SIDEWALKS	13300	SY	\$ 5.18	\$ 68,894.00	\$4.50	\$ 59,850.00	7527	\$ 33,870.74	\$ (35,023.26)
20		4" FDOT BASE ROCK FOR ASPHALT SIDEWALK	7400	SY	\$ 15.53	\$ 114,922.00	\$13.50	\$ 99,900.00	6989	\$ 94,354.21	\$ (20,567.79)
21		1" ASPHALT SIDEWALK, TYPE S-III	7000	SY	\$ 14.66	\$ 102,620.00	\$13.00	\$ 91,000.00	6452	\$ 83,870.41	\$ (18,749.59)
22		4" CONCRETE SIDEWALK	41700	SF	\$ 6.33	\$ 263,961.00	\$5.50	\$ 229,350.00	40449	\$ 222,470.11	\$ (41,490.90)
23		ADA RAMP - CONCRETE SIDEWALK	34	EA	\$ 1,736.50	\$ 59,041.00	\$650.00	\$ 22,100.00	34	\$ 22,100.00	NO CHANGE
Total, Roadway (Added Scope)						\$ 4,022,504.80	\$ 3,479,738.50			\$ (628,815.06)	

2 of 2 Centerline, Inc. - Avenir 5/17/2023
 Spine Road - Phase 5

Sanitary Sewer Adjustments						
1	8	PVC C-900 SANITARY SEWER (8-10)	-196	LF	\$ 82.00	\$ (16,072.00)
2	8	PVC C-900 SANITARY SEWER (10-12)	77	LF	\$ 95.06	\$ 7,319.62
3	8	PVC C-900 SANITARY SEWER (12-14)	59	LF	\$ 131.07	\$ 7,733.13
8	4	SANITARY MANHOLE (8-10)	-1	EA	\$ 10,112.88	\$ (10,112.88)
9	4	SANITARY MANHOLE (10-12)	1	EA	\$ 11,073.57	\$ 11,073.57
19		FINALIZE SEWER SYSTEM	-60	LF	\$ 9.30	\$ (558.00)
Total, Sanitary Sewer Adjustments						\$ (616.56)
Storm Drain Adjustments						
1	15	RCP STORM PIPE	73	LF	\$ 73.40	\$ 5,358.20
2	18	RCP STORM PIPE	-529	LF	\$ 76.21	\$ (40,315.09)
3	24	RCP STORM PIPE	-760	LF	\$ 103.32	\$ (78,523.20)
4	36	RCP STORM PIPE	-705	LF	\$ 197.74	\$ (139,406.70)
5	42	RCP STORM PIPE	583	LF	\$ 307.44	\$ 179,237.52
6	48	RCP STORM PIPE	-1165	LF	\$ 311.19	\$ (362,536.35)

7	54	RCP STORM PIPE	-714	LF	\$ 392.97	\$ (280,580.58)
8	60	RCP STORM PIPE	3185	LF	\$ 488.68	\$ 1,556,445.80
9	72	RCP STORM PIPE	240	LF	\$ 882.29	\$ 211,749.60
10		TYPE 'C' INLET	1	EA	\$ 4,736.04	\$ 4,736.04
11		3.5' SQ. TYPE '9' CURB INLET	-3	EA	\$ 5,779.14	\$ (17,337.42)
12		5' DIA. TYPE '9' CURB INLET	4	EA	\$ 7,872.64	\$ 31,490.56
13		4' DIA. STORM MANHOLE	-1	EA	\$ 6,804.56	\$ (6,804.56)
14		5' DIA. STORM MANHOLE	-1	EA	\$ 8,380.60	\$ (8,380.60)
15		6' DIA. STORM MANHOLE	-4	EA	\$ 9,707.40	\$ (38,829.60)
16		7' DIA. STORM MANHOLE	-4	EA	\$ 13,008.28	\$ (52,033.12)
17		8' DIA. STORM MANHOLE	7	EA	\$ 21,179.88	\$ 148,259.16
18		10' DIA. STORM MANHOLE	2	EA	\$ 37,719.37	\$ 75,438.74
19		18" CONCRETE ENDWALL	-2	EA	\$ 3,675.30	\$ (7,350.60)
20		24" CONCRETE ENDWALL	-1	EA	\$ 4,427.42	\$ (4,427.42)
22		42" CONCRETE ENDWALL	2	EA	\$ 10,662.96	\$ 21,325.92
24		72" CONCRETE ENDWALL	2	EA	\$ 38,180.99	\$ 76,361.98
25		FINALIZE DRAINAGE	208	LF	\$ 5.58	\$ 1,160.64
Total, Storm Drain Adjustments						\$ 1,275,038.92
Water Main Adjustments						
1	6	DIP WATER MAIN	310	LF	\$ 75.13	\$ 23,290.30
2	8	DIP WATER MAIN	5035	LF	\$ 83.15	\$ 418,660.25
3	10	DIP WATER MAIN	125	LF	\$ 106.09	\$ 13,261.25
4	12	DIP WATER MAIN	-4775	LF	\$ 113.03	\$ (539,718.25)
5	12	GATE VALVE & BOX	-6	EA	\$ 4,713.34	\$ (28,280.04)
6	10	GATE VALVE & BOX	1	EA	\$ 4,433.49	\$ 4,433.49
7	8	GATE VALVE & BOX	14	EA	\$ 2,452.76	\$ 34,338.64
8	6	GATE VALVE & BOX	6	EA	\$ 2,327.73	\$ 13,966.38
9		FIRE HYDRANT ASSEMBLY (EXCLUDES BOLLARDS)	1	EA	\$ 7,695.98	\$ 7,695.98
11	12X8	MJ DI CROSS	-1	EA	\$ 2,535.68	\$ (2,535.68)
12	12X8	MJ DI TEE	-5	EA	\$ 1,451.36	\$ (7,256.80)
13	12X8	MJ DI REDUCER	-1	EA	\$ 944.79	\$ (944.79)
14	12	MJ DI CAP / PLUG	-1	EA	\$ 712.57	\$ (712.57)
15	10X6	MJ DI TEE	1	EA	\$ 1,383.55	\$ 1,383.55
16	10X8	MJ DI REDUCER	1	EA	\$ 1,058.49	\$ 1,058.49
17	10	MJ DI 45 BEND	2	EA	\$ 1,140.14	\$ 2,280.28
18	10	MJ DI CAP / PLUG	1	EA	\$ 707.07	\$ 707.07
19	8X8	MJ DI CROSS	2	EA	\$ 1,378.96	\$ 2,757.92
20	8X8	MJ DI TEE	6	EA	\$ 1,226.62	\$ 7,359.72
21	8X6	MJ DI TEE	3	EA	\$ 1,133.74	\$ 3,401.22
22	8	MJ DI BEND	2	EA	\$ 910.68	\$ 1,821.36
23	8	MJ DI CAP / PLUG	3	EA	\$ 474.26	\$ 1,422.78
24	6	MJ DI CAP / PLUG	3	EA	\$ 405.85	\$ 1,217.55
25	2	BLOW-OFF ASSEMBLY	7	EA	\$ 2,334.42	\$ 16,340.94
26		SAMPLE POINTS	5	EA	\$ 861.80	\$ 4,309.00
28	6"	SEACOAST CANNON FLUSH ASSEMBLY - WM	3	EA	\$ 2,979.88	\$ 8,939.64
29	8"	SEACOAST CANNON FLUSH ASSEMBLY - WM	4	EA	\$ 3,229.75	\$ 12,919.00
30	10"	SEACOAST CANNON FLUSH ASSEMBLY - WM	1	EA	\$ 4,583.84	\$ 4,583.84
31	12"	SEACOAST CANNON FLUSH ASSEMBLY - WM	-1	EA	\$ 4,682.86	\$ (4,682.86)
32		TEST / FINALIZE WATER MAIN	695	LF	\$ 6.20	\$ 4,309.00
Total, Water Main Adjustments						\$ 6,326.66
Change Order Total, Roadway & Utility Adjustments						\$ 5,627,023.14
Avenir CDD Engineer adjustments						\$ (628,815.06)
TOTAL CHANGE ORDER =						\$ 4,455,441.78

REVISIONS
\$ 5,084,256.84
\$ (628,815.06)
\$ 4,455,441.78



*Monthly Managers Report
June 9, 2023*

Date of Report: 6/2/2023

Submitted by: Richard Salvatore

○ **Completed Tasks**

- Installation of lighting along the newly poured sidewalk has finished.
- Board-approved HVAC maintenance agreement w/ “Eskimo” is finalized.
- Board-approved West Entry Fountain pump project has been completed.
- Pickleball and Tennis courts have been locked with Padlocks to prevent outside usage.
 - Check-in process added for court usage.
- “Electronic Waivers” have been implemented in the guest check-in process to save on paper costs and better track clubhouse usage.

○ **Ongoing Tasks**

- Repair of the fire sprinkler backflow by ADT to pass the annual fire inspection.
 - \$1,298.35 (see agreement)
- Removal of dead/dying trees along the clubhouse lakebed by Arizoza Bros.
- Removal and replacement of dead or dying bushes around pool deck palms light bed palms by CPM.

○ **Future Items**

- 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.

○ **Proposals for consideration**

- Sullivan Pump & Electrical West Fountain Repair
 - A new feature and circulation pump are both needed; the East fountain is currently down. Pumps blew from electrical surges the week of 5/22 - 5/26.
 - Feature pump repair: \$3,848.14
 - Includes 1 spare pump to keep on-site for emergencies.
 - Filter pump repair & retrofit: \$3,958.55
 - Total proposals: \$7,806.69
 - Recommend approving the feature pump for entry aesthetics
 - Recommend waiting on filter pump while we acquire competing bids
- Commercial Fitness Products Yearly Maintenance Agreement
 - 4x / year PM’s
 - Total contract cost: \$1,580 (\$395 / visit)
 - Contract attached: Recommend Approval



- CPM Annual Rotation
 - Rotating to “Ruby Slipper Coleus”
 - \$3,370.50 (see proposal & attached picture)
 - Recommend Approval.
 - CPM Playground “Tot Lot” Upgrade
 - Replace dead and dying material with landscaping that matches the design around the splash pad.
 - \$6,870. (see proposal & attached picture)
 - Recommend waiting for competing bids for comparison on work.
 - CPM Parking Lot Planter Upgrade
 - Remove dead and struggling green island ficus, replace with Trinette
 - \$2,020 (See proposal & attached picture)
 - Recommend waiting for competing bids for comparison on work.
 - CPM Storm Drain grading
 - Storm drain near the clubhouse pump station has a raised berm in front of it, preventing any draining if water levels are high enough (See Pictures)
 - \$612.50 to level out and regrade the area.
 - Recommend Approval
- ***Other Items for consideration***
- PLAY Academy Summer Camp
 - 4-week summer camp offering for children ages 5-12
 - Pricing options for 1-week, 2-week, and 4-week involvement
 - Monday through Friday, 8 am – 2 pm
 - Daily Activities include Pickleball, Tennis, Kickball, Pool & Splashpad, planned “out of sun” and Lunch times.
 - Flyer and informational brochure attached.
 - Addition of the following items:
 - 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: 6/2/2023

Submitted by: Gina Todd Sanchez

Completed Events:

- **VIP Picnic – Sunday, April 29th, 5:30pm to 8:00pm**

In honor of National Picnic Day, Avenir Patrons were invited to join a VIP Picnic located on the pool lawn. Each individual received their own personal Charcuterie board, sparkling water & juices, and a take-home picnic blanket.



- **Massages & Mimosas – Saturday, May 13th, 10:00am to 12:00pm**

Ten-minute chair massages & a complimentary mimosa were the perfect duo to start off Mother's Day Celebration for the Avenir Moms & Grandmothers. Light bites were also available!



- **Screen on the Green – Friday, May 26th, 7:30pm to 9:30pm**

The rain did not keep the Avenir Patrons from enjoying the private showing of Lyle, Lyle Crocodile, in the event hall. Patrons enjoyed popcorn, movie snacks, drinks, and many musical sing alongs.

Upcoming Events:

- **Sundae Fun Day – Sunday, June 4th , 1:00pm to 3:00pm**
To kickstart the start of the summer season and celebrate school being out, Avenir Patrons will be treated to a poolside Sundae Bar with all the fixings of their choosing.
- **Tee Time – Saturday, June 17th , 12:00pm to 2:30pm**
It's time for the Avenir Fathers & Grandfathers to tee off in the Event Hall for an afternoon of golf, darts, cornhole, and cards to celebrate Father's Day. Festivities will include a golf simulator and light bites!
- **Board & Game Night – Every Monday starting June 5th, 6:00pm to 8:00pm**
Avenir Patrons are invited to come to meet their neighbors at the Clubhouse for some friendly competition. Games like cards, dominoes, Uno, Scrabble, and Operation will be provided. Patrons are also encouraged to bring whatever other game they want to challenge their neighbors at!
- **Pickleball Open Play – Every Wednesday starting June 7th, 6:00pm to 8:00pm**
The Avenir community is invited to join their Pickleball Pals every Wednesday for the new Open Play Pickleball. Patrons are encouraged to bring their own equipment, but a small stock of paddles and balls will be available for newbies. No instruction is included, and any level of expertise is welcome.



Field Operations Manager Report

Date Submitted: 06\02\2023

Submitted by: Jorge Rodriguez

Completed Tasks

- Leaking water supply pipe in the maintenance yard has been repaired.
- The West entry fountain project has been completed.
- Rain covers for the new pumps at the East entry fountain have been ordered.
- All tennis courts and pickleball courts have been secured with new locks at every gate, preventing outside usage.
- All Har-Tru tennis courts have been spread with new clay, a process that needs to be done occasionally, especially after heavy rains, to maintain the courts' integrity.
- All pavers that were sinking around the pool deck have been repaired and leveled back to grade.
- A new outdoor table tennis has been purchased and placed on the lawn by the west pool deck pavilion, per many suggestions by patrons.

Weekly Projects

- All the garbage cans around the clubhouse, amenities, and on Avenir Drive sidewalks are emptied on an as-need basis.
- All inside light fixtures are inspected daily by maintenance staff; the security vendor inspects exterior light fixtures nightly.
- All Clay Tennis Courts are raked and rolled three times every week.
- All clubhouse grounds, including the pool deck, sidewalks, parking lots, courts, and playgrounds, are blown every morning.
- A deep cob webbing of the entire clubhouse is done weekly.
- Both pools, splash pad, spa, and fountains are maintained daily, with logs kept per health department requirements.
- All the equipment on both playgrounds is inspected, tightened, and adjusted.
- All the outside recessed lighting covers have been removed and cleaned, removing all bugs and webs.

Upcoming Projects:

- A new, upgraded shoe wash station will be installed outside the clay courts, per many residents' suggestions.
 - This project requires some plumbing upgrades, which will be handled in-house.
- Currently, there are no water access points by the courts and playgrounds; in-house plumbing upgrades will be done to make pressure washing and cleaning projects in this area easier via water access points.
- A surface scrubber has been purchased; all sidewalks, walkways, and the pool deck will be deep cleaned for any/all surface stain removal.



SERVICE DEFICIENCY REPAIR FIXED PRICE AGREEMENT

The Salesperson: Nora Allen Noraallen@adt.com phone: 772 521 6092

TO: Avenir Community Development
2501 A Burns Rd
Palm Beach Gardens, FL

Re: Job Name: Avenir Clubhouse
12255 Avenir Drive
Palm Beach Gardens, FL

TEL: 561 303 8488

ATT: Richard

MOB: Rsalvatore@vestapropertyservices.com

DATE: May 17, 2023

STATEMENT OF WORK: Backflow Deficiency Repairs from Inspection WO# 281912992

OUR PRICE FOR THE FOLLOWING SCOPE OF WORK: \$ 1298.35 (Plus Applicable Taxes)

- 1) Replace check # 2 on the fire main that failed to hold pressure
- 2) Upon completion of repair backflow will be re-tested and results submitted to the city

Due to the current volatility in price and availability this proposal has NOT allowed for the escalation of materials. Seller reserves the right to assess the cost at the time of contract execution and or the execution of the work and add the cost differential to the above pricing.

BACKFLOWS

If it is determined that the check valve is cracked, damaged, or any additional internal parts are needed and must be replaced a separate proposal will be submitted. Retest and certify.

This proposal does not include time or delays should we be unable to locate and or shut off the main control valve. Additional time for to resolve this issue will be added to this proposal.

SYSTEM COMPONENTS: All piping to be black steel and fittings in accordance with NFPA 13, latest edition. Fittings will be screwed, welded or grooved pipe to be schedule 10 where grooved at the option of ADT Commercial. Customer shall comply with compatibility requirements as recommended by manufacturer of CPVC piping. CPVC piping only to be installed in areas as listed and approved.

OUR PRICE EXCLUDES THE FOLLOWING:

1. All work will be performed during the normal business hours with standard labor rates – hours 7:00 am to 4:00 pm – unless otherwise noted in the statement of work above. Overtime or night work - unless otherwise noted.
2. Any repairs not included in scope above and Any added requests made by the AHJ.
3. Should any additional repairs be needed, an additional proposal will be submitted and require an additional authorization approval prior to commencing repairs
4. Price does not reflect taxes
5. Patching, painting or the repair of drywall, insulation, concrete, block or brick.
6. Damage incurred from lack of integrity of existing components.
7. Electrical wiring unless otherwise specified in the above scope/statement of work.
8. Customer is responsible for providing unencumbered access and removal and or protection of contents and finishes to working area. If not accessible return trips will completed on a T&M basis.
9. Lift Rentals
10. Customer is responsible for providing unencumbered access and removal and or protection of contents and finishes to working area. If not accessible return trips will completed on a T&M basis.
11. This proposal does not include time or delays should we be unable to locate and or shut off the main control valve.
12. Customer shall provide ADT Commercial a safe working environment and unencumbered access to all areas where work is to be performed.
13. Complete access to units will be needed while the sprinkler system for each building or floor is drained. If units are not accessible those units will be completed on a T&M basis.
14. This proposal does not include time or delays should we be unable to locate and or shut off the main control valve.
15. Any work done on CPVC (plastic) sprinkler piping requires a minimum 24 hr waiting period (cure time) before water can re-enter into the pipe. ADT Commercial is not responsible for providing a fire watch or its costs if required during cure time of CPVC plastic;

This proposal is subject to our standard general terms and conditions and acceptance by our credit department.

Note: This proposal may be withdrawn by ADT Commercial if not accepted within thirty (30) days.

CUSTOMER APPROVED BY:

Signature	Date	Print Name

By means of my signature I hereby authorize approval for the completion of the above-mentioned work to be performed by ADT Commercial. I am fully authorized to approve this quotation and approve payment. Any work performed under this quotation shall be done pursuant to the ADT Commercial Inspection and/or Preventative Maintenance Agreement's terms and conditions.

PO Number (if required): _____

Quotation valid for 30 days from the above date
Thank you for allowing us the opportunity to do business with your company.

TERMS & CONDITIONS

Notwithstanding anything contained in any Customer purchase order or work order to the contrary, these terms and conditions shall govern the rights and obligations of the parties hereto with respect to the work being performed by ADT Commercial, LLC ("Company"). Any terms contained in Customer's purchase order, work order, or agreement are hereby rejected by Company and shall have no force and affect.

- 1. Payment.** Customer agrees to pay for all services rendered and materials or parts supplied as provided on the Company work order. Payment is due with thirty (30) days of invoice date.
- 2. Service.** Services are being performed by Company on short notice as requested by Customer and Customer understands and agrees that Company may not have had a previous opportunity to inspect the system, the equipment, or any applicable maintenance reports, and as such, Company shall not be held responsible for any information that may be gained from any such inspection and/or maintenance records.
- 3. Work Authorization.** Customer represents that it has the authority to and hereby authorizes Company to do the work as provided in the Work Order.
- 4. Authorization for Alarm and/or Security Interruption.** The Customer hereby authorizes Company to disconnect any fire and/or security alarm monitoring system in the performance of the work hereunder. Customer shall indemnify and hold harmless the Company for any and all claims, losses, damages and/or other liability that may arise during the period of time that any fire and/or security alarm systems are inactive. Customer assumes full responsibility to notify the owner or lessor of the premises, tenants, public authorities, the alarm company, and/or any other service providers, of any service interruptions. Company assumes full responsibility for the reactivation of any fire and/or security alarm monitoring system upon completion of Company's work.
- 5. Warranty and Disclaimer.** Company does not warrant the work performed against failures or against defect in the materials or workmanship provided. However, if any replacement part or item of equipment installed by Company proves defective, Company will extend to the Customer the benefits of any warranty Company has received from the manufacturer, removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at the Customer's expense and at the rates then in effect. In no event shall Company have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Company, (iii) misuse, fault or negligence of or by Customer or anyone other than Company, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, certain plastic or CPVC pipes, provided by the Company pursuant to project specifications or scope of work by the Customer or a third party in any way contrary to the manufacturer's published care, handling, and installation instructions and warnings. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering of the equipment or replacement parts performed by any person or entity other than Company without Company's prior written approval, or any use of replacement parts not supplied by Company, shall immediately void and cancel all warranties with respect to the affected products. **THERE ARE NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WORK PERFORMED HEREUNDER; AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR FAILURES OR DEFECTS IN THE WORK PERFORMED IS TO HAVE THE WORK REDONE AT THE CUSTOMER'S EXPENSE. THE COMPANY SPECIFICALLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 6. Indemnity.** Company agrees to indemnify and hold harmless Customer and its officers, directors and employees, from any against any and all third part damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses finally awarded by a court of competent jurisdiction for injury to or death of persons or damage to property ("Claims") arising out of the Agreement, but only to the extent that such Claims are caused by the sole negligence or willful misconduct of Company or its employees, agents, representatives or contractors.
- 7. Insurance.** Company agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts: (a) Comprehensive General Liability ("CGL") insurance covering bodily injury and property damage with a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence and (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence. Customer will be named as additional insured under the

CGL policy, but only with respect to liability arising out of personal injury or property damage to the extent resulting from the Company's negligent acts or omissions or willful misconduct during the ongoing performance of its obligations under the Agreement. If requested by Customer, certificates of insurance shall be furnished from Company's carrier evidencing the forgoing coverages.

8. Project Delays. A party will not be in breach of this contract or be liable to the other party if it fails to perform or delays in the performance of an obligation as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, act of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, legislation, regulation, order or other act of any governmental agency.

9. Limitation of Liability. To the extent permitted by law, the aggregate liability of Company to Customer, whether in contract, tort (including negligence) or otherwise, will be limited to amount of payments received by Company from Customer under the Agreement. The foregoing does not limit the liability of Company for any injury to, or death of a person, caused by the gross negligence of Company. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL SPECIAL OR ECONOMIC LOSS, LOSS OF USE, LOSS OF PROFIT, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING.

10. Attorneys' Fees. In the event suit is brought to enforce the terms of this Agreement to enforce the rights of a party hereto, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the other party.

11. IMPORTANT DISCLAIMER REGARDING SYSTEMS THAT CONTAIN CPVC PIPING: In the event Customer's Sprinkler/Water Suppression System(s) contain any chlorinated polyvinyl chloride (CPVC) piping (referred to herein as "System(s) or "existing System(s)"), Customer acknowledges that CPVC piping is known to develop leaks and/or cause structural weakness if exposed to incompatible material, improper storage, or installation not compliant with manufacturer's published instructions. Customer further agrees that ADT did not originally install Customer's existing System(s). Customer further acknowledges and agrees that since ADT did not design or install the original, existing sprinkler/water suppression System(s) on the Customer's premises and that the integrity of any CPVC piping in the existing System(s) may have been compromised as a result of improper installation and/or exposed to incompatible materials at the time of the original design and installation, it would be unreasonable for ADT to provide any opinion about or for Customer to hold ADT liable for the integrity and operability of the existing System(s). With regard to any repairs or maintenance performed on the System(s), ADT HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE as to the integrity of any service, repair and or maintenance work and the existing System(s) and/or the ability of any service, repair and maintenance and/or the existing System(s) to operate as intended by the original designer and/or installer.

12. CUSTOMER INDEMNITY: Furthermore, if pursuant to the original design, specifications and/or installation of the existing System(s), any service, repair and/or maintenance work requires the service, replacement, repair and/or maintenance of the System(s), Customer agrees and understands that ADT will hold Customer harmless for any and all damages or losses caused as a result of the service, replacement/repairs/maintenance of the System(s). Based upon the understandings above, the Customer hereby agrees to defend, indemnify and hold ADT harmless from any and all liability for any losses or damages resulting from the operation of the System(s) or failure of the System(s) to operate. Customer agrees to look to the original installer, pipe supplier, manufacturer, or engineer, who designed and installed the original System(s) for any and all damages and losses incurred by the operation and/or the failure of the existing System(s) to operate.

East Fountain Feature Pump
 &
 Spare



1942 8th Ave North Lake Worth, FL 33461
 Florida License #EC0001117
 Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
 E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
5/31/2023	26823

Billing Address
Avernir Community Development District 2501 Burns Rd Suite A Palm Beach Gardens, FL 33410

Ship Address

Quote By	Due Date	P.O. No.
KC	6/30/2023	

Description	Qty	Total
QUOTED BY: K.C. LAZERE REQUESTED BY: Jorge Rodriguez LOCATION: 5HP SPARE MOTOR ONLY AND PULL AND REPLACE BLOWN 5HP FOR EAST FEATURE PUMP. PENTAIR JOB# S-03779 PO#		0.00
Field Service Technician TO DATE 5/24/2023 CRAIG WAS ALREADY THERE MOTOR HAD BLOWN, SWAPPED OUT WITH CUSTOMERS SPARE AND TESTED.	3	360.00
BALDOR 5HP 3600RPM 182JM ODP 3PH MOTOR	2	1,717.28
Shaft Sleeve SS 1-1/4"	2	178.54
S-360 PAC SEAL FLOWSERVE	2	64.32
FREIGHT	1	88.00
HARDWARE, CARFLEX, CONNECTORS, TERMINALS, GLUE. CLEANER, ANCHORS ETC FOR FIELD	1	50.00
Field Service Technician TRAVEL TO SITE PULL EAST 5HP FEATURE PUMP FOR MOTOR REPLACEMENT AND SEAL KIT REPLACEMENT	3.5	420.00
Shop Labor REPLACE 5HP MOTOR AND INSTALL NEW SEAL KIT, WIRE AND TEST.	4	356.00
Machinist Labor MACHINE SHAFT FOR 316SS SLEEVE OEM DESIGN	2	194.00

Please be advised, that all Service Calls are charged for a minimum of two hour and hourly thereafter.

Qualifications --
 -Labor to date is not included unless itemized in the quotation above.
 -Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
 -Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components,
 valves, check valves, piping is not included unless itemized in the quotation above.
 -Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation
 above.
 Installation will comply with the current approved editions of the National Electric Code and the Florida Building
 Code with all approved addendum.

Terms --
 -Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
 Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty --
 -1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty
 claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or
 improper application not caused by Sullivan Electric & Pump, INC.
 Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric &
 Pump, INC
 -Warranty excludes consequential and acts of God damage

-The owner is responsible to properly use & maintain the product used in the installation
 according to all acceptable standards and practices including but not limited to NFPA
 publication 70B "Recommended Practice for Electrical Equipment Maintenance,"
 current printed edition, NEMA MG2, current printed edition and manufacturer' d
 product manuals

A deposit is required on manufactured or special order products.



1942 8th Ave North Lake Worth, FL 33461
 Florida License #EC0001117
 Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
 E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
5/31/2023	26823

Billing Address
Avernir Community Development District 2501 Burns Rd Suite A Palm Beach Gardens, FL 33410

Ship Address

Quote By	Due Date	P.O. No.
KC	6/30/2023	

Description	Qty	Total
Field Service Technician RETURN BACK TO SITE, INSTALL NEW 5HP MOTOR, TERMINATE AND PRIME AND TEST EAST FEATURE PUMP. ALSO DROP OFF NEW SPARE MOTOR AND SEAL FOR CUSTOMER TO STORE.	3.5	420.00
Subtotal		3,848.14

Please be advised, that all Service Calls are charged for a minimum of two hour and hourly thereafter.

Qualifications –
 -Labor to date is not included unless itemized in the quotation above.
 -Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
 -Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
 -Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.
 Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --
 -Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
 Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty --
 -1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.
 Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC

-Warranty excludes consequential and acts of God damage
 -The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

A deposit is required on manufactured or special order products.

Subtotal	\$3,848.14
Sales Tax (0.0%)	\$0.00
Total	\$3,848.14

Signature: _____

Authorized By (Print Name) _____

Date Approved _____

East Fountain Filtration pump retrofit & install



1942 8th Ave North Lake Worth, FL 33461
 Florida License #EC0001117
 Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
 E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
5/31/2023	26824

Billing Address
Avernir Community Development District 2501 Burns Rd Suite A Palm Beach Gardens, FL 33410

Ship Address

Quote By	Due Date	P.O. No.
KC	6/30/2023	

Description	Qty	Total
QUOTED BY: K.C. LAZERE REQUESTED BY: Jorge Rodriguez LOCATION: NEW 3HP EAST CIRCULATOR PUMP INSTALLED AND REPLUMB SERIAL: JOB# S-03779 PO#		0.00
Field Service Technician TO DATE 5/24/2023 GOT PICTURES FOR 3HP CIRCULATOR PUMP SWAPOUT FOR EAST SIDE	1	120.00
Shop Labor ASSEMBLE NEW 3HP PUMP AND WIRE FOR PROPER VOLTAGE PENTAIR WHISPERFLO SERIES	1.5	133.50
3HP PENTAIR WHISPERFLO 240V SVRS INTELIFLO PUMP 2X2 WITH VFD	1	2,320.88
FREIGHT	1	88.00
PVC PIPE 2" SCH 40 SWB PER 20FT	8	25.39
PVC PIPE 3" SCH 40 SWB PER 20FT	8	61.51
2" PVC 45 SCH 40	4	9.04
2" PVC 90 SCH 40	4	10.58
3" PVC 90 SCH 40	4	38.54
2" PVC SCH 40 FEMALE ADAPTOR	2	2.06
2" PVC SLIP BALL VALVE	1	14.38

Please be advised, that all Service Calls are charged for a minimum of two hour and hourly thereafter.

Qualifications –
 -Labor to date is not included unless itemized in the quotation above.
 -Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
 -Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
 -Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.

Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --
 -Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
 Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty --
 -1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.

Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC

-Warranty excludes consequential and acts of God damage

-The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

A deposit is required on manufactured or special order products.



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Quote

Date	Quote #
5/31/2023	26824

Billing Address
Avernir Community Development District 2501 Burns Rd Suite A Palm Beach Gardens, FL 33410

Ship Address

Quote By	Due Date	P.O. No.
KC	6/30/2023	

Description	Qty	Total
3" X 2" PVC SLIP BUSHING SCH 40	2	9.37
4" X 3" PVC SLIP BUSHING SCH 80	2	86.19
4" X 2" SLIP X THREAD BUSHING	2	11.24
2" PVC COUPLING SCH 40 PLUMBING	4	6.35
3" PVC COUPLING SCH 40 PLUMBING	4	11.52
Field Service Technician TO SITE AT EAST CIRCULATOR FOUNTAIN PUMP, AND CUT OUT PIPING, INSTALL AND PLUMB IN NEW PUMP, TERMINATE WIRING, PRIME AND TEST.	8	960.00
HARDWARE, CARFLEX, CONNECTORS, TERMINALS, GLUE. CLEANER, ANCHORS ETC FOR FIELD TIE IN	1	50.00
Subtotal		3,958.55

Please be advised, that all Service Calls are charged for a minimum of two hour and hourly thereafter.

Qualifications --
 -Labor to date is not included unless itemized in the quotation above.
 -Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
 -Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
 -Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.
 Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --
 -Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
 Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty --
 -1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.
 Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC

-Warranty excludes consequential and acts of God damage
 -The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

A deposit is required on manufactured or special order products.

Subtotal	\$3,958.55
Sales Tax (0.0%)	\$0.00
Total	\$3,958.55

Signature: _____

Authorized By (Print Name) _____

Date Approved _____

CommercialFitnessProducts

PREVENTATIVE MAINTENANCE PLAN

Under the following Terms and Conditions, Commercial Fitness Products ("CFP") agrees, for the stated fees, to perform Preventative Maintenance Service for one (1) year from the effective date for **AVENIR** ("Customer").

The equipment which will receive the maintenance service has been listed by type, model and serial number.

This custom plan has been specifically designed to fit the needs of the Customer. The equipment covered under this agreement will be routinely maintained in accordance with manufacturers' recommendations. The maintenance provided will focus on increasing the life of Customer's equipment, decreasing or eliminating downtime, and maintaining the equipment at peak performance.

Upon the first PM Visit under this Agreement, an initial inspection will be performed. A detailed Estimate of equipment in need of repair will be submitted for Customer's approval. This estimate is provided at no charge. It is the Customer's responsibility for equipment under contract to be brought up to proper working specifications. Customer warrants the listed equipment is in proper working order on the effective date of this Agreement.

Services to be performed under this PM Plan –

Routine PM Service

Each regularly scheduled preventative maintenance call shall include a complete function and safety inspection. Additionally, cleaning, lubrication, and mechanical adjustments determined as due by CFP will be performed. Cost of routine supply items required for preventative maintenance service is included herein. Any necessary repairs will be identified, and an estimate provided to the Customer for approval.

All service covered by this Agreement will be performed during CFP's regular hours of 9:00 AM and 5:00 PM weekdays, excluding holidays. If emergency service is requested outside such regular hours, the CFP's Emergency Rates prevail - \$100.00/Hour/Technician, plus Service Charge of \$100.00.

Repairs

If non-warranty repair is needed, CFP will use its best efforts to make such repairs as quickly as possible. The Customer can call during regular hours to speak to a Service Representative or email CFP at any time or day. The Customer will be given a course of action to resolve the problem or Customer will be scheduled for a service call. All Repairs Services are billed at discounted Labor Rates (as shown below) plus Parts.

Any non-PM related service during regular working hours will be billed at the following Discounted Rate for the term of this Agreement (regular Labor Rates for non-PM Customers @ \$80.00/Hour/Tech):

- **Labor Rate - \$70.00 per hour (1 Hour Minimum) – Per Technician**
- **Service Charge - \$70.00 Service (per trip)**

In the event a Technician is on site performing routine Preventative Maintenance and a repair service is required, the Discounted Labor Rate (\$70.00/Hour) will apply, but the \$70.00 Service Charge will not be

5034 N. Hiatus Road, Sunrise, FL 33351
P (954) 747-5128 F (954) 747-5131
www.commfitnessproducts.com

Initial _____

CommercialFitnessProducts

charged. All repairs, including Diagnostic Service Calls, are billed with a (1) one-hour minimum charge. After the initial first hour, labor will be billed in half (1/2) hour increments.

All repair labor, parts and service charges shall be invoiced as Net 30 Days.

Estimate

A written Estimate will be presented for each billable part, accessory or supplies, and/or labor. The Estimate must be approved by Customer prior to CFP – a.) ordering the part, b.) scheduling service call.

Service Request

Service Requests must be made in writing by the individual Property Manager or a staff member authorized to make such a request. Service Requests must include all pertinent information related to the machine and its reported issue. Essential information required for timely repair include – identifying the machine by make/model/serial #, and a description of the problem.

Repairs necessitated by casualty, acts of God (unforeseen, naturally occurring events that were unavoidable), voltage aberrations (high or low spikes in electricity to the product), abuse (misuse of product, vandalism, or any act which harms the product in any way), or negligence, are not covered by this agreement but will be provided at Servicer's hourly rate(s) plus parts.

Repair calls requested as a result of "User Error", in which no actual repair is required, will be billed at the CFP's PM Customer's 1 Hour Labor Rate of \$70.00, plus Service Charge of \$70.00.

Warranty

All Repair Service done by CFP will be warranted for ninety (90) days from service date. Parts used for the repair will be covered under the parts supplier or manufacturer's specific warranty period.

All required Parts not covered by CFP's warranty will be billed at CFP's current Preferred Customer discounted price plus shipping charges.

Governing/Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. In the event of any dispute, the parties shall retain all rights and remedies available to them by law. In the event there shall be any litigation between parties, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, including any associated fees and court costs.

Payment

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Payment Terms are "Net 30 Days". All unpaid balances under this agreement shall bear interest at the rate of 1.5% per month, simple interest, in the event that such invoice is not paid within thirty (30) days from date service is rendered.

If Customer requires an internal Purchase Order, or other such documentation, be generated internally, for any expense, including service labor or parts, Customer must inform CFP of this policy, and the procedure for submitting Invoices, prior to executing this agreement.

Insurance. Indemnification

CFP, at its sole cost and expense, shall provide and keep in force insurance coverages for – Workman's Compensation, Comprehensive General Liability, Comprehensive Automobile Liability.

It is understood and agreed that this is a service & maintenance agreement only, and that under this plan, Servicer will be performing routine Preventative Maintenance procedures. CFP shall have no liability arising out of, or in connection with personal injury or property damage resulting from the use of the equipment by any person on the premises in which the equipment is located. Customer agrees to indemnify and hold CFP, its directors, officers, employees, and agents, harmless from and against any and all claims, lawsuits, costs, damages, liabilities and expenses, including attorney's fees.

This Agreement shall not be construed as an assumption by Servicer of any risk of loss or liability due to the undersigned's failure to routinely inspect, or negligent inspection of, the equipment by its own staff. CFP shall not be responsible to any third party or ultimate user for harm caused by continued use of equipment and/or parts that are deemed unsafe by CFP

Cancellation

Either party may cancel at any time for any reason provided a written notice has been received thirty (30) days prior to the next scheduled call. Customer shall render payment on any outstanding invoices within five (5) business days preceding cancellation of services.

Agreement

This agreement may not be amended except in writing, agreed to and signed by both parties.

Renewal

The agreement will automatically be renewed at the end of each term unless otherwise notified by the Customer. CFP will provide an agreement document with updated contract dates upon request. Invoices will be generated automatically after the first renewal PM service visit.

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SUMMARY

Agreement Total: \$1,580.00/Year (\$395.00/Visit) Plus Sales Tax; Total # of PM Visits: 4 (visit) Per Year

Property Name: AVENIR

Property Address: 12255 AVENIR DR. WEST PALM BEACH, FL 33412

Contact: RICHARD SALVATORE

Email: rsalvatore@avenircdd.org

 **Signature:**

Title: Manager

Customer Contact expressly warrants and represents that he/she has the authority and right to enter into this Agreement.

Contact Phone: 561-664-5565

Fax:

Terms: Prepayment Prior To 1st PM Visit

Effective Date: _____ **Ending Date:** _____

CFP Approval Signature: Stephanie Fatout **Date:** 4/21/2023

Explanation of Services:

During each preventative maintenance visit, all equipment covered under this agreement will be:

- ✓ **Inspected for safety & proper function**
- ✓ **Cleaned**
- ✓ **Lubricated**
- ✓ **Adjusted in accordance to manufacturers' specifications**
- ✓ **Parts & Repair Estimate provided as needed.**

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Equipment Covered:

QTY	BRAND	DESCRIPTION	MODEL #	SERIAL #
4	MATRIX	TREADMILL	T-ES-LED	
2	MATRIX	ELLIPTICAL	EP-ES-LED	
2	MATRIX	RECUMBENT	R-ES-LED	
4	STAGES	LES MILLS VIRTUAL BIKE		
1	MATRIX	FUNCTIONAL TRAINER	VS-VFT	
1	MATRIX	LEG PRESS	VS-S70	
1	MATRIX	LEG EXTENSION	VS-S71	
1	MATRIX	SEATED LEG CURL	VS-S72	
1	MATRIX	CHEST PRESS	VS-S13	
1	MATRIX	SHOULDER PRESS	VS-S23	
1	MATRIX	LAT PULLDOWN	VS-S33	
1	MATRIX	SMITH MACHINE		
2	MATRIX	MULTI-ADJUSTABLE BENCH		
1	MATRIX	ADJUSTABLE BENCH		
1	MATRIX	DECLINE BENCH		
1		DUMBBELL RACK W/ DUMBBELL SET 5-50		

Scheduled Maintenance (Frequency: 4 x/Year)

MAY	NOVEMBER
JUNE	DECEMBER
JULY	JANUARY
AUGUST	FEBRUARY
SEPTEMBER	MARCH
OCTOBER	APRIL

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www.commfitnessproducts.com

Initial _____



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

Landscape Proposal

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

"Beautifying South Florida Since 1977"

Avenir CDD c/o Vesta Property Services 12255 Avenir Drive Palm Beach Gardens, FL 33412 Attn: Richard Salvatore	Customer Phone		Date	Proposal #
	(561) 630-4922 Jason		4/18/2023	42645
	TB	CPM Rep	RE:	
	dm	JO	See Below	

Description	Quantity	Cost	Proposal Total
* LOCATION OF SERVICE: BULLNOSE *			
'Ruby Slipper' Coleus	450	2.40	1,080.00
Cubic Yard of Potting Soil	0.5	125.00	62.50
Bags of Cow Manure	5	15.00	75.00
* LOCATION OF SERVICE: ROYAL PALM CIRCLES *			
'Ruby Slipper' Coleus	630	2.40	1,512.00
Cubic Yard of Potting Soil	1	125.00	125.00
Bags of Cow Manure	5	15.00	75.00
Bags of Mulch	22	5.50	121.00
Labor - Enhancement	2	125.00	250.00
Cubic Yards of Debris Hauled & Disposed	2	35.00	70.00
<p>PLEASE NOTE: This proposal is only an estimate. Your final invoice will be for actual time and materials. Prices are subject to change after 30 days. Proposals must be signed and dated before work can begin.</p> <p>(1) PLEASE NOTE: CPM WILL CALL "SUNSHINE STATE ONE" FOR LINE LOCATION. THIS IS CPM'S RESPONSIBILITY. SUNSHINE STATE ONE USUALLY MARKS: COMCAST, FP&L, AT&T DISTRIBUTION, WATER & SEWER & FIBER OPTICS. ALL OTHER PRIVATE LINES (EX. PROPANE/GAS LINES, ETC.) ARE NOT CPM'S RESPONSIBILITY. A PRIVATE LINE LOCATOR MUST BE HIRED BY THE CUSTOMER CPM IS PERFORMING THE WORK FOR. PLEASE NOTIFY US IF YOU ARE GOING TO PROVIDE THIS SERVICE BEFORE CPM</p>			

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

Proposal Total

Signature _____

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



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

Landscape Proposal

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

Avenir CDD c/o Vesta Property Services 12255 Avenir Drive Palm Beach Gardens, FL 33412 Attn: Richard Salvatore	Customer Phone		Date	Proposal #
	(561) 630-4922 Jason		4/18/2023	42645
	TB	CPM Rep	RE:	
	dm	JO	See Below	

Description	Quantity	Cost	Proposal Total
<p>BEGINS WORK.</p> <p>(2) ANY ELECTRIC THAT PERTAINS TO SPOTLIGHTS OR ANY LIGHTING THAT WILL BE REMOVED MUST BE COMPLETED BEFORE WORK CAN BEGIN. ELECTRIC LINES MUST BE MARKED. SUNSHINE STATE DOES NOT PROVIDE THIS SERVICE.</p> <p>(3) UTILITY ADDENDUM MUST BE SIGNED BEFORE WORK CAN BEGIN.</p> <p>(4) NEW IRRIGATION MUST BE IMPLEMENTED TO CONFORM WITH NEW LANDSCAPE DESIGN.</p> <p>(5) CPM DOES PROVIDE LANDSCAPE LIGHTING SERVICE IF NEEDED.</p> <p>(6) CPM CAN NOT BE RESPONSIBLE FOR IGUANA DAMAGE TO ANNUAL FLOWERING PLANTS AND/OR PERENNIAL ORNAMENTAL PLANTS.</p>			

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

Proposal Total \$3,370.50

Signature _____

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



Complete Property Maintenance
 4101 Vinkemulder Rd.
 Coconut Creek, FL 33073
 (954) 973-3333 | cpmlawn.com

PROPOSAL #: 173
CLASS: LANDSCAPE

Customer Info:
AVENIR - Clubhouse
c/o Vesta Property Services
Palm Beach Gardens, FL 33412
(561) 630-4922 Jason
Rick and Jason

Date:
05-25-2023

CPM Rep:
kyles@cpmlawn.com

Job Description

Around the Clubhouse Pool Tot lot: remove all sea grape, blushing philodendron, blue daze and plumbago (leave foxtail fern)

Replace with Podocarpus against the fence
Trinette as the border plant and 2 bird of paradise will replace where the 4 philodendron are under the each coconut tree and 5
where the plumbago area.

Fill in Green Island Ficus by Gazebo area right across the Tot lot.

Remove dead Jasmine from behind spa fountain.

DESCRIPTION	QTY	PRICE	TOTAL
PODOCARPUS "MAKI" - 7 Gal	45.00	\$70.00	\$3150.00
BIRD OF PARADISE - 7 Gal	9.00	\$150.00	\$1350.00
ARBORCOLA "TRINETTE" - 3 Gal	47.00	\$15.00	\$705.00
MULCH - Bag	40.00	\$5.50	\$220.00
HOURS OF LABOR	8.00	\$150.00	\$1200.00
DEBRIS REMOVAL - CY	4.00	\$35.00	\$140.00
GREEN ISLAND FICUS - 3 Gal	7.00	\$15.00	\$105.00

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

TOTAL \$6870

DEPOSIT ACKNOWLEDGEMENT AND SIGNATURE OF APPROVAL:



Complete Property Maintenance
 4101 Vinkemulder Rd.
 Coconut Creek, FL 33073
 (954) 973-3333 | cpmlawn.com

PROPOSAL #: 174
CLASS: LANDSCAPE

Customer Info:
AVENIR - Clubhouse
 c/o Vesta Property Services
 Palm Beach Gardens, FL 33412
 (561) 630-4922 Jason
 Rick and Jason

Date:
05-25-2023

CPM Rep:
kyles@cpmlawn.com

Job Description
Green Island Ficus Parking lot bed just west of Tot lot between parking lot and cart path. Remove all struggling Green Island Ficus and replace with Trinette

DESCRIPTION	QTY	PRICE	TOTAL
ARBORCOLA "TRINETTE" - 3 Gal	105.00	\$15.00	\$1575.00
MULCH - Bag	20.00	\$5.50	\$110.00
HOURS OF LABOR	2.00	\$150.00	\$300.00
DEBRIS REMOVAL - CY	1.00	\$35.00	\$35.00

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

TOTAL \$2020

DEPOSIT ACKNOWLEDGEMENT AND SIGNATURE OF APPROVAL:



Complete Property Maintenance
 4101 Vinkemulder Rd.
 Coconut Creek, FL 33073
 (954) 973-3333 | cpmlawn.com

PROPOSAL #: 176
CLASS: LANDSCAPE

Customer Info:
AVENIR - Clubhouse
c/o Vesta Property Services
Palm Beach Gardens, FL 33412
(561) 630-4922 Jason
Rick and Jason

Date:
05-25-2023

CPM Rep:
kyles@cpmlawn.com

Job Description
Storm drain located behind clubhouse lift station grade around it and add sod

DESCRIPTION	QTY	PRICE	TOTAL
HOURS OF LABOR	2.00	\$150.00	\$300.00
SOD - Sqft	250.00	\$1.25	\$312.50

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

TOTAL \$612.5

DEPOSIT ACKNOWLEDGEMENT AND SIGNATURE OF APPROVAL:

\$195

1-week
commitment

\$150

2-week
commitment

\$137.50

4-week
commitment

AVENIR PRESENTS!

KIDS SUMMER CAMP

**FUN & CREATIVE
OUTDOOR ACTIVITIES
FOR CHILDREN 5-12
YEARS OLD**



Week 1

**7/10-7/14
2023**

Week 2

**7/17-7/21
2023**

Week 3

**7/24-7/28
2023**

Week 4

**7/31-8/4
2023**

Activities

- ✓ Tennis
- ✓ Pickleball
- ✓ Field Games
- ✓ Team Challenges
- ✓ Pool Time

Avenir Clubhouse & Amenities

- ✓ 8-to-1 Camper to counselor ratio
- ✓ 8 Am Drop Off, 2 PM Pick Up
- ✓ Counselors Lifeguard and CPR certified

Registration Link

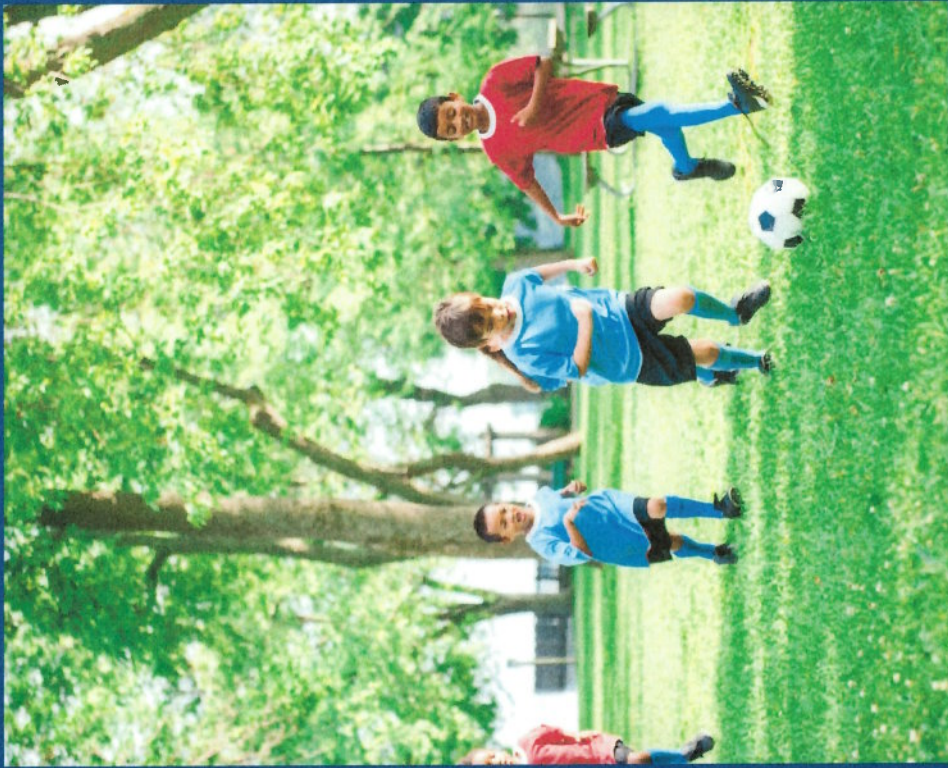
www.playmyhoa.com/avenir



More Information Email info@playmyhoa.com

Page **SCAN ME**

Order of PLAY



8-8:15 AM: Check-in, Drop Off, Free Time
Lead Counselors check each camper in. Campers enjoy free time overseen by our team of counselors

8:15-11:45 AM: Camp Activities
Campers rotate every 40 minutes through various activities. Three activity rotations, two 20-minute snack breaks, and a 30-minute group game.

11:45-12:45 PM: Lunch and wardrobe change
Lunch time in the shade. After lunch campers will change into their swimsuits for pool time.

12:45-1:45 PM: Pool Time
Time in the water with their peers. Campers will cool down and enjoy their last hour of camp with their peers. Pool will have a designated camp location to keep an easy and necessary eye on our campers.

1:45-2 PM: Check out & Pick up
Time to get ready for pick up. Campers are picked up and checked out by the assigned guardian.

2-2:15 PM: Counselors dismissed
Counselors are dismissed at 2:15 PM. It is the responsibility of the parent/guardian to arrange an on time pick up. A late fee of \$25 per 30 minutes will be applied to accounts with tardy pick up.