



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

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

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

www.aveniredd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, Florida 33410
SPECIAL BOARD MEETING
November 30, 2023
12:30 p.m.

- A. Call to Order
- B. Proof of Publication
- C. Consider Eduardo Stern Resignation and Seat New Board Member
- D. Administer Oath of Office & Review Board Member Responsibilities and Duties
- E. Establish Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes
 - 1. September 28, 2023 Regular Board Meeting & Public Hearing
- I. Old Business
- J. New Business
 - 1. Consider Approval of Resolution 2023-15 Adopting a 2022-2023 Revised Final Budget
 - 2. Consider Approval of Agreement for Professional Services Relating to the Avenir N-1 Conservation Area
 - 3. Consider Approval of Proposal to Provide Engineering Design Services for the Stormwater Pump Station Design
 - 4. Consider Approval of Covenant to Maintain Coconut Boulevard Entrance Features
 - 5. Consider Approval of Appraisal Agreement (Pod 16 Lake)
 - 6. Consider Approval of Pod 16 Lake Conveyances – Assessment Area Three Project
 - 7. Consider Approval of Parcel D Plat
 - 8. Consider Grant of Easement for Conservation Area
 - 9. Consider Grant of Easement for Conservation Area (Functional Gain)
 - 10. Consider Approval of Pod 20 Tract O-17 Conveyance
 - 11. Consider Award of Mitigation Services RFP
 - 12. Accept and Receive Fiscal Year 2023 Engineer’s Report
 - 13. Consider Approval of Temporary Construction Easement (PBG)
 - 14. Consider Approval of GL Homes Sign Request
 - 15. Consider Approval of Revised AWC Proposal (Mission Telemetry System)

K. Change Orders

1. Consider Approval of Avenir Pum Station - Murray Logan C.O. #1 - \$321,364.63
2. Consider Approval of Avenir Spine Road Phase 4 – Centerline Change Order #8 – \$44,486.19
3. Consider Approval of Avenir Spine Road Phase 4 – SPF Underground Change Orders #18-19
4. Consider Approval of Avenir Spine Road 5 – Centerline Change Order #2 – \$504,012.32
5. Consider Approval of Spine Road Phase 6 – Centerline Change Order No. 1 - \$1,863,526.32
6. Consider Approval of Avenir Town Center Bypass Roads – H&J Contracting Change Order No. 2 – \$28,600.00
7. Consider Approval of Avenir Phase Two Earthwork – H&J Contracting Change Order #17 - \$456,195.21

L. Auditor Selection Committee

1. Ranking of Proposals/Consider Selection of an Auditor

M. Consent Agenda

1. Consider Ratification of Design Service Work Order for Site Structural Details
2. Consider Ratification of HSQ Supplemental Agreement 15
3. Consider Ratification of Art Purchase Authorization
4. Consider Ratification of CSX Construction Agreement
5. Consider Ratification of Coconut Blvd Entry Feature Proposal (Caulfield)
6. Consider Ratification of N1 Conservation Area Proposal (Caulfield)

N. Clubhouse

1. Clubhouse Management Update
2. Consider Approval of Election Day Polling Place Request
3. Discussion Regarding Holiday Festivities

O. Administrative Matters

1. Discussion Regarding 5k Run Sponsorship Request

P. Board Member Comments

Q. Adjourn

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 November 30, 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
11/21 23-04/0000695204P

EDUARDO STERN

7351 Los Pinos Circle | Coral Gables, FL 33143

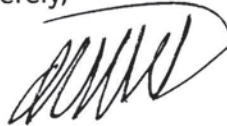
September 28, 2023

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

Dear Mr. Pierman:

This letter confirms that I hereby resign from the Board of Supervisors of the Avenir Community Development District, effective as of September 28, 2023.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eduardo Stern', enclosed within a hand-drawn oval shape.

Eduardo Stern

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
SEPTEMBER 28, 2023**

A. CALL TO ORDER

The September 28, 2023, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:30 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in the *Palm Beach Daily Business* on September 14, 2023, and September 21, 2023, as legally required.

C. ESTABLISH A QUORUM

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

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

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Pierman noted that a proposal from CPM would be added under New Business.

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

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

F. APPROVAL OF MINUTES

1. August 24, 2023, Public Hearing & Regular Board Meeting

The minutes of the August 24, 2023, Public Hearing & Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the minutes of the August 24, 2023, Public Hearing & Regular Board Meeting, as presented.

The Regular Board Meeting was then recessed, and the Public Hearing was opened.

G. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented which indicated that notice of the Public Hearing had been published in the *Palm Beach Daily Business Review* September 14, 2023, and September 21, 2023, as legally required.

2. Receive Public Comment Regarding Amending Clubhouse Rates

Mr. Pierman explained that the non-resident patron rate was being increased from \$3,000 to \$3,200. He also noted that no members of the public were in attendance.

3. Consider Resolution No. 2023-13 – Amending Clubhouse Rates

Resolution No. 2023-13 was presented, entitled:

RESOLUTION NO. 2023-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT INCREASING THE ANNUAL MEMBER CLUB FEE; APPROVING THE AVENIR COMMUNITY DEVELOPMENT DISTRICT FEE SCHEDULE FY 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2023-13, as presented.

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

H. OLD BUSINESS

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

I. NEW BUSINESS

1. Consider Award of Contract (Northlake Boulevard Phase One)

Mr. Pierman presented JW Cheetham's RFP response, noting that they were the only responder. Ms. McConnell explained that the project was ready to start on Monday with a 365 expected timeline.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously approved awarding the Northlake Boulevard Phase One Contract to JW Cheetham.

2. Consider Landscape Maintenance Agreement Amendment with CPM

Mr. Pierman presented the draft agreement with CPM, which included an increase of \$331,240, due to added landscaping and changes in material.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Landscape Maintenance Agreement Amendment with CPM.

3. Consider Lake Maintenance Agreement Amendment with Superior

Mr. Pierman presented the agreement with Superior, which included the new rates of \$2,307/month for lakes and \$3,000/month for littorals.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the Lake Maintenance Agreement Amendment with Superior.

4. Consider Resolution No. 2023-14 – Adjusting Terms of Office

Resolution No. 2023-14 was presented, entitled:

RESOLUTION NO. 2023-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADJUSTING THE TERMS OF OFFICE OF THE MEMBERS OF THE BOARD OF SUPERVISORS IN ACCORDANCE WITH SECTION 190.006(3)(a)2c, FLORIDA STATUTES

Mr. Pierman explained that, because the District was created in an odd year, it is necessary to extend terms of office by one year to align with the general election cycle.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously adopting Resolution No. 2023-14, as presented.

5. Consider Revised Supplemental Agreement 14 (HSQ)

Ms. McConnell explained that this item for Post Design Services was previously approved for an incorrect amount. The corrected amount is \$395,000.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously approving the Revised Supplemental Agreement 14 (HSQ)..

6. Consider FPL Lighting Agreement (Bypass Road)

Mr. Ballbe explained that this agreement was for the bypass road streetlights.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the FPL Lighting Agreement (Bypass Road).

7. Consider Spine Road Landscape Replacement Proposal (Arazoza)

Mr. Ballbe explained that this proposal was for landscape replacements on the Coconut Boulevard Spine Road.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Spine Road Landscape Replacement Proposal.

8. Consider Copper Roof Proposal (Latite Roofing) – Coconut Entrance

9. Consider Stucco Proposal (D&ET) – Coconut Entrance

Mr. Pierman explained that both the Latite Roofing and the D&ET proposals were related to the Coconut Entrance and were provided by Mr. OBrien. He suggested that they be considered under one motion.

Following discussion, a **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously approving both the Latite Roofing and D&ET proposals.

10. Consider Change Order No. 2 (Pod 16)

Mr. Ballbe explained that this was for littoral planting in Pod 16, adding \$234,364 to the project cost.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Change Order No 2 (Pod 16).

11. Consider Change Order No. 1 (Pod 18)

Mr. Ballbe explained that this was for littoral planting in Pod 18, adding \$53,088.50 to the project cost.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously approved approving Change Order No. 1 (Pod 18).

12. Consider Crown Castle Proposal

Ms. McConnell explained that this was for fiber installation in the amount of \$110,350.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Crown Castle proposal.

13. Consider Change Orders 15-17 for SPF Underground

Mr. Ballbe presented Change Orders 15 through 17, explaining that they were for additional underground utility work for Spine Road Phase 4, including additional conduit and project changes due to plan revisions.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving Change Orders 15-17 for SPF Underground.

J. CONSENT AGENDA

- 1. Consider Ratification of Future Horizon Proposal for Aerators in Pod 6**
- 2. Consider Avenir West Clubhouse Plat**
- 3. Consider Ratification of Revised Pod 16 Plat**
- 4. Consider Ratification of Pod 18 Plat**

Mr. Pierman asked if there were any questions on the Consent Agenda items. There being none, a **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed ratifying Consent Agenda Items 1-4.

K. CLUBHOUSE

- 1. Clubhouse Management Update**

Mr. Salvatore noted that a lot of landscaping work had been completed in the past month. Concerning the Access Control system for the pool and courts, Mr. Salvatore requested a Board consensus on the contractor, due to the fact that that they were significantly lower than other bids. Following discussion, the Board consensus was to move forward with them, provided their references were positive. Mr. Salvatore also asked for Board direction on a lightning policy. Following discussion, the Board consensus was to mirror what golf courses do, which is 6 miles. Ms. Chiamonte updated the Board on recent clubhouse events, noting that movie nights were popular.

L. ADMINISTRATIVE MATTERS

Mr. Pierman noted that he had received a proposal from CPM in the amount of \$2,805 to trim the medjool palms around the clubhouse, which needed to be completed prior to holiday lights going up.

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

Mr. Pierman also noted that the next scheduled meeting was October 26, 2023.

M. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

N. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adjourning the Regular Board Meeting at 1:11 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION NO. 2023-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

Section 1. The Amended Budget for Fiscal Year 2022/2023 attached hereto as Exhibit “A” is hereby approved and adopted.

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

PASSED, ADOPTED and EFFECTIVE this 30th day of November, 2023.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Avenir
Community Development District

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

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- IX AMENDED FINAL DEBT SERVICE FUND BUDGET (SERIES 2023 & TC)

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/30/23
REVENUES			
O&M Assessments	1,957,654	1,974,787	1,974,787
Clubhouse Assessments	1,589,747	1,609,282	1,609,282
Clubhouse Other Revenues	17,600	42,292	42,292
Landowner Contribution - O&M	0	0	0
Total Debt Assessments	10,806,548	21,535,854	21,535,854
Landowner Contribution - Debt	0	0	0
Impact Fees	1,073,500	5,550,148	5,550,148
Bond Prepayments	0	189,332	189,332
Bond Prepayments Sent to Trustee	0	(189,332)	(189,332)
Developer Contribution - Capital Projects	0	56,123	56,123
Developer Contribution - O&M	0	250,000	250,000
Interest Income	1	40,083	40,083
Total Revenues	\$ 15,445,050	\$ 31,058,568	\$ 31,058,568
EXPENDITURES			
Supervisor Fees	0	0	0
Engineering/Inspections	15,000	5,000	0
Management	60,820	60,820	48,656
Legal	60,000	65,000	47,545
Assessment Roll	7,500	3,750	3,750
Audit Fees	8,000	3,750	3,750
Arbitrage Rebate Fee	3,200	3,900	3,683
Insurance	30,000	20,453	20,453
Legal Advertisements	4,500	7,000	5,673
Miscellaneous	2,000	13,000	3,768
Postage	500	1,000	639
Office Supplies	3,500	3,500	2,975
Dues & Subscriptions	175	175	175
Trustee Fees	25,000	25,000	18,000
Continuing Disclosure Fee	3,000	3,000	2,750
Website Management	2,000	2,000	1,600
Miscellaneous Maintenance	50,000	30,000	14,997
Infrastructure Maintenance	0	40,000	34,399
Electric (FPL)	325,000	400,000	379,804
Water (Seacoast)	100,000	150,000	143,572
Landscape Maintenance Base	600,000	720,000	706,000
Landscape Maintenance Optional	250,000	175,000	148,793
Irrigation Maintenance	0	35,000	31,385
Lake Maintenance	50,000	65,000	61,007
Stormwater Management/Lake Water Control	50,000	175,000	159,257
Roadway & Bridges Maintenance	0	40,000	32,175
Mitigation Maintenance	130,000	100,000	88,000
Wild Hog Control	15,000	1,000	0
Pump Maintenance	15,000	30,000	25,960
Trail Maintenance	5,000	1,000	0
Fish Stocking	25,000	1,000	0
Fountain Maintenance	0	100,000	89,735
Gas Utility	0	15,000	9,160
Field Operations	0	0	0
Capital Project Outlay	0	56,123	56,123
TOTAL O&M EXPENDITURES	\$ 1,840,195	\$ 2,351,471	\$ 2,143,782
TOTAL CLUBHOUSE EXPENDITURES	\$ 1,511,962	\$ 1,416,526	\$ 1,314,487
Excess/ (Shortfall)	\$ 12,092,893	\$ 27,290,570	\$ 27,600,298
Bond Payments - Series 2018	(3,246,468)	(5,628,116)	(5,628,116)
Bond Payments - Series 2019	(1,450,285)	(3,308,355)	(3,308,355)
Bond Payments - Series 2020 (IF)	(1,073,500)	(5,550,148)	(5,550,148)
Bond Payments - Series 2021	(5,461,403)	(12,443,513)	(12,443,513)
Balance	\$ 861,237	\$ 360,438	\$ 670,166
County Appraiser & Tax Collector Fee	(287,079)	(57,801)	(57,801)
Discounts For Early Payments	(574,158)	(212,402)	(212,402)
Net Excess/ (Shortfall)	\$ -	\$ 90,235	\$ 399,963

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

O&M ONLY	
FUND BALANCE AS OF 9/30/22	
FY 2022/2023 ACTIVITY	
FUND BALANCE AS OF 9/30/23	

	(\$59,722)
\$	62,876
	\$3,154

**AMENDED FINAL DETAILED CLUBHOUSE BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT**

EXPENDITURES	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/30/23
Management	0	7,926	12,164
Legal	0	14,000	11,886
Assessment Roll	0	3,750	3,750
Audit Fees	0	3,750	3,750
Arbitrage Rebate Fee	0	500	217
Legal Advertisements	0	1,000	904
Miscellaneous	0	1,700	1,488
Trustee Fees	0	4,000	3,000
Continuing Disclosure Fee	0	500	250
Website Management	0	400	400
Connect Water Fee	0	0	0
Management/personnel	533,206	580,000	570,258
Uniforms	4,000	2,000	1,717
Licenses/Permits	5,000	1,000	950
Insurance	75,456	65,000	60,627
Post / Print / Office Sup	4,500	8,000	6,607
IT / Telecom	35,000	10,000	8,942
HVAC Maint & Repair	12,000	4,000	3,002
Janitorial	15,000	3,000	2,674
Misc Repair & Maint	60,000	70,000	48,676
Pest Control	20,000	18,000	14,668
Fire/ Life/ Hood -Safe Sys	6,000	11,000	9,605
Fitness Equip	4,000	8,000	6,377
Vehicle Lease & Maint	1,500	500	0
Holiday Decorations	15,000	5,000	3,567
Cable / Music Services	4,000	3,000	2,238
Trash Removal	10,800	3,500	2,985
Gas	75,000	30,000	25,424
Electricity	65,000	40,000	38,078
Water & Sewer	50,000	40,000	35,234
Irrigation Water	13,000	14,000	12,459
Camera Surveillance	0	95,000	87,577
Electronic Access Control	4,000	4,500	3,739
Surveillance Repair & Main	5,000	500	0
Landscape Maint Contract	100,000	80,000	73,296
Landscape Other	89,500	60,000	55,975
Pool Chemicals	60,000	55,000	51,244
Pool Maintenance Agreement	32,500	37,000	32,500
Pool Repair & Misc Maint	20,000	5,000	4,492
Tennis & Pickle Court Main	10,000	8,500	7,763
Furniture Repair & Maint	7,500	500	0
Social Programs	75,000	95,000	87,403
Restaurant Expenses	0	0	0
Deficit Funding F&B Operat	0	0	0
Other / Capital Expenses	100,000	22,000	18,600
TOTAL EXPENDITURES	\$ 1,511,962	\$ 1,416,526	\$ 1,314,487

CLUBHOUSE ONLY
FUND BALANCE AS OF 9/30/22
FY 2022/2023 ACTIVITY
FUND BALANCE AS OF 9/30/23

	\$229,382
	\$337,086
	\$566,468

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2018)

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/30/23
REVENUES			
Interest Income	200	104,696	104,696
NAV Tax Collection 2018-1	2,098,851	2,346,705	2,346,705
Collection 2018-2 (Taxable & Tax-Exempt)	335,556	177,568	177,568
NAV Tax Collection 2018-3	811,861	884,566	884,566
Prepaid Bond Collection	0	28,694	28,694
Landowner B-Bond Payments	0	2,919,166	2,919,166
Total Revenues	\$ 3,246,468	\$ 6,461,395	\$ 6,461,395
EXPENDITURES			
Principal Payments 2018-1	490,000	490,000	490,000
Principal Payments 2018-2 Taxable	0	2,275,000	2,275,000
Principal Payments 2018-2 Tax Exmpt	0	580,000	580,000
Principal Payments 2018-3	175,000	200,000	200,000
Interest Payments 2018-1	1,612,600	1,621,950	1,621,950
Interest Payments 2018-2 Taxable	282,030	226,730	226,730
Interest Payments 2018-2 Tax Exmpt	53,526	43,144	43,144
Interest Payments 2018-3	632,931	638,322	638,322
Bond Redemption	381	0	0
Total Expenditures	\$ 3,246,468	\$ 6,075,146	\$ 6,075,146
Excess/ (Shortfall)	\$ -	\$ 386,250	\$ 386,250

FUND BALANCE AS OF 9/30/22	\$1,228,808
FY 2022/2023 ACTIVITY	\$386,250
FUND BALANCE AS OF 9/30/23	\$1,615,058

Notes

2018-1 Reserve Fund Balance = \$440,123.33*. 2018-3 Reserve Fund Balance = \$205,524.49*.

2018-1 Revenue Account Balance = \$673,497.42*. 2018-3 Revenue Account = \$283,077.76*.

2018-1 Prepayment Account Balance = \$4,512.28*. 2018-2 Prepayment Account = \$4,177.20*. 2018-3 Prepayment Account = \$4,145.72*.

* Approximate Amounts

Series 2018-1 Bond Information

Original Par Amount =	\$31,500,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.50%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049	Par Amount As Of 9/30/23 =	\$29,000,000

Series 2018-2 Taxable Bond Information

Original Par Amount =	\$18,445,000	Annual Principal Payments Due =	N/A
Interest Rate =	7.90%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	Par Amount As Of 9/30/23 =	\$905,000

Series 2018-2 Bond Information

Original Par Amount =	\$4,700,000	Annual Principal Payments Due =	N/A
Interest Rate =	5.85%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	Par Amount As Of 9/30/23 =	\$235,000

Series 2018-3 Bond Information

Original Par Amount =	\$11,565,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.75%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049	Par Amount As Of 9/30/23 =	\$10,920,000

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2019)

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/30/23
REVENUES			
Interest Income	200	24,471	24,471
NAV Tax Collection	1,078,335	894,931	894,931
Landowner Contribution	0	0	0
Prepaid Bond Collection	0	101,589	101,589
Total Revenues	\$ 1,078,535	\$ 1,020,992	\$ 1,020,992
EXPENDITURES			
Principal Payments (2019)	230,000	330,000	330,000
Interest Payments (2019)	848,960	853,160	853,160
Bond Redemptions	-425	0	0
Total Expenditures	\$ 1,078,535	\$ 1,183,160	\$ 1,183,160
Excess/ (Shortfall)	\$ -	\$ (162,168)	\$ (162,168)

FUND BALANCE AS OF 9/30/22	\$549,488
FY 2022/2023 ACTIVITY	(\$162,168)
FUND BALANCE AS OF 9/30/23	\$387,320

Notes

Reserve Fund Balance = \$109,201.22*. Revenue Fund Balance= \$273,458.94*. Prepayment Account Balance = \$4,660.03*.

* Approximate Amounts

Series 2019 Bond Information

Original Par Amount =	\$15,700,000	Annual Principal Payments Due =
Interest Rate =	5.60%	May 1st
Issue Date =	April 2020	Annual Interest Payments Due =
Maturity Date =	May 2050	May 1st & November 1st
Par Amount As Of 9/30/23 =	\$14,880,000	

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2019B)

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/30/23
REVENUES			
Interest Income	0	35,436	35,436
Landowner Contribution	371,750	323,822	323,822
Prepaid Bonds		2,211,844	2,211,844
Total Revenues	\$ 371,750	\$ 2,571,103	\$ 2,571,103
EXPENDITURES			
Principal Payments (2019B-1 - Taxable)	0	735,000	735,000
Principal Payments (2019B-2 - Tax Exempt)	0	1,435,000	1,435,000
Interest Payments (2019B-1 - Taxable)	371,750	135,600	135,600
Interest Payments (2019B-2 - Tax Exempt)	0	199,528	199,528
Bond Redemptions	0		
Total Expenditures	\$ 371,750	\$ 2,505,128	\$ 2,505,128
Excess/ (Shortfall)	\$ -	\$ 65,974	\$ 65,974

FUND BALANCE AS OF 9/30/22	\$1,155,611
FY 2022/2023 ACTIVITY	\$65,974
FUND BALANCE AS OF 9/30/23	\$1,221,586

Notes

2019B Taxable Reserve Fund Balance = \$97,071.89*. 2019B Tax Exempt Reserve Fund = \$183,253.56*.

2019B Taxable Prepayment Account Balance = \$318,845.01*. 2019B Tax Exempt Prepayment Account Balance = \$622,414.74

* Approximate Amounts

Series 2019B-1 (Taxable) Bond Information

Original Par Amount =	\$2,200,000	Principal Payment Due On
Interest Rate =	6.88%	May 1, 2029
Issue Date =	December 2019	
Maturity Date =	May 2029	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/23 =	\$1,470,000	

Series 2019B-2 (Tax Exempt) Bond Information

Original Par Amount =	\$4,300,000	Principal Payment Due On
Interest Rate =	5.25%	May 1, 2029
Issue Date =	December 2019	
Maturity Date =	May 2029	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/23 =	\$2,870,000	

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2020 - IMPACT FEES)

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/30/23
REVENUES			
Interest Income	0	53,729	53,729
Impact Fees	1,073,500	5,553,652	5,553,652
Transfer From Cost Of Issuance Account	0	0	0
Total Revenues	\$ 1,073,500	\$ 5,607,381	\$ 5,607,381
EXPENDITURES			
Principal Payments (2020)	0	3,851,000	3,851,000
Interest Payments (2020)	1,073,500	1,002,416	1,002,416
Total Expenditures	\$ 1,073,500	\$ 4,853,416	\$ 4,853,416
Excess/ (Shortfall)	\$ -	\$ 753,964	\$ 753,964

FUND BALANCE AS OF 9/30/22	\$2,329,578
FY 2022/2023 ACTIVITY	\$753,964
FUND BALANCE AS OF 9/30/23	\$3,083,542

Notes

Revenue Fund Balance = \$3,081,548.33*. Interest Fund Balance = \$254.46*. Redemption Fund Balance = \$1,738.96*.

* Approximate Amount

Series 2020 (Impact Fee Credit) Bond Information

Original Par Amount =	\$22,600,000	Principal Payment Due =	
Interest Rate =	4.75%	November 1, 2050	
Issue Date =	July 2020		
Maturity Date =	November 2050	Annual Interest Payments Due =	
		May 1st & November 1st	
Par Amount As Of 9/30/23 =	\$18,159,000		

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2021A)

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/30/23
REVENUES			
Interest Income	200	10,621	66,399
NAV Tax Collection	4,003,203	0	2,953,960
Prepayments	0	0	0
Total Revenues	\$ 4,003,403	\$ 10,621	\$ 3,020,359
EXPENDITURES			
Principal Payments (2021A-1)	575,000	0	600,000
Principal Payments (2021A-2)	565,000	0	600,000
Interest Payments (2021A-1)	855,904	505,446	862,572
Interest Payments (2021A-2)	1,999,903	1,180,651	2,014,830
Bond Redemptions	7,596		
Total Expenditures	\$ 4,003,403	\$ 1,686,097	\$ 4,077,402
Excess/ (Shortfall)	\$ -	\$ (1,675,476)	\$ (1,057,042)

FUND BALANCE AS OF 9/30/22	\$3,040,885
FY 2022/2023 ACTIVITY	(\$1,675,476)
FUND BALANCE AS OF 9/30/23	\$1,365,409

Notes

2021A-1 Reserve Fund Balance = \$751,473.16*. 2021A-2 Reserve Fund Balance = \$268,976.13*.
2021A Revenue Account Balance = \$344,959.71*.

* Approximate Amounts

Series 2021A-1 Information

Original Par Amount =	\$27,305,000	Annual Principal Payments Due =
Interest Rate =	2.25% - 3.4%	May 1st
Issue Date =	September 2021	
Maturity Date =	May 2052	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/23 =	\$26,705,000	

Series 2021A-2 Information

Original Par Amount =	\$39,305,000	Annual Principal Payments Due =
Interest Rate =	5.13%	May 1st
Issue Date =	September 2021	
Maturity Date =	May 2052	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/23 =	\$38,705,000	

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2021B)

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/30/23
REVENUES			
Interest Income	0	185,989	185,989
Bond Collection	1,458,000	11,552,667	11,552,667
Landowner Direct Payment	0	1,501,715	1,501,715
Total Revenues	\$ 1,458,000	\$ 13,240,370	\$ 13,240,370
EXPENDITURES			
Principal Payments (2021B)	0	11,700,000	11,700,000
Interest Payments (2021B)	1,458,000	1,502,688	1,502,688
Total Expenditures	\$ 1,458,000	\$ 13,202,688	\$ 13,202,688
Excess/ (Shortfall)	\$ -	\$ 37,683	\$ 37,683

FUND BALANCE AS OF 9/30/22	\$146,522
FY 2022/2023 ACTIVITY	\$37,683
FUND BALANCE AS OF 9/30/23	\$184,205

Notes

Reserve Fund Balance = \$152,694.07*. Prepayment Fund Balance = \$31,511.18*.

* Approximate Amounts

Series 2021B Bond Information

Original Par Amount =	\$29,160,000	Principal Payment Due On
Interest Rate =	5.00%	May 1, 2041
Issue Date =	September 2021	
Maturity Date =	May 2041	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/23 =	\$17,460,000	

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2023)

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/30/23
REVENUES			
Interest Income	0	21,287	21,287
NAV Tax Collection 2023	0	0	0
NAV Tax Collection 2023 TC	0	0	0
Debt Proceeds (2023)	0	10,892,944	10,892,944
Debt Proceeds (2023 TC)	0	1,854,830	1,854,830
Total Revenues	\$ -	\$ 12,769,061	\$ 12,769,061
EXPENDITURES			
Principal Payments (2023)	0	0	0
Principal Payments (2023 TC)	0	0	0
Interest Payments (2023)	0	1,094,796	1,094,796
Interest Payments (2023 TC)	0	0	0
Bond Redemptions	0		
Total Expenditures	\$ -	\$ 1,094,796	\$ 1,094,796
Excess/ (Shortfall)	\$ -	\$ 11,674,265	\$ 11,674,265

FUND BALANCE AS OF 9/30/22	\$0
FY 2022/2023 ACTIVITY	\$11,674,265
FUND BALANCE AS OF 9/30/23	\$11,674,265

Notes

2023 Reserve Fund Balance = \$5,446,454.28*. 2023-TC Reserve Fund Balance = \$575,177.15*.
2023 Interest Account Balance = \$4,351,693.81*. 2023-TC Interest Account Balance = \$1,279,652.69*.

* Approximate Amounts

Series 2023 Information

Original Par Amount =	\$79,750,000	Annual Principal Payments Due =
Interest Rate =	4.500% - 5.625%	May 1st
Issue Date =	January 2023	
Maturity Date =	May 2054	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/23 =	\$79,750,000	

Series 2023 Towncenter Information

Original Par Amount =	\$15,000,000	Annual Principal Payments Due =
Interest Rate =	6.13%	May 1st
Issue Date =	June 2023	
Maturity Date =	May 2054	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/23 =	\$15,000,000	



October 12, 2023

Proposal #10-23-065

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

Re: Agreement for professional services relating to the “Avenir N-1 Conservation Area” project located in the City of Palm Beach Gardens, Palm Beach County, Florida (CWI Job #7955)

Dear Ms. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the “Avenir N-1 Conservation Area” project. The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). SPECIFIC PURPOSE TOPOGRAPHIC SURVEY

Consultant shall conduct a Specific Purpose Topographic Survey of the subject property in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

- Survey will include cross sections.

Fee.....\$5,480.00

Time frame to complete is 3-4 weeks from notice to proceed.

2). MISCELLANEOUS SERVICES

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

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

3). GENERAL PROVISIONS

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

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

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

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

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

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

Page 4 – October 12, 2023
Proposal #10-23-065
Avenir Community Development District

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

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District

Signature

Print Name

Title

Date

Proposal to Provide Engineering Design Services for the Avenir Stormwater Pump Station Design

Services to be provided by: Mock•Roos

Services provided to: Avenir Community Development District

Proposal Date: November 24, 2020
Revised November 25, 2020
[Appended September 18, 2023](#)

Proposal Terms

A. Project Background:

The original proposed stormwater pump station designed for the Avenir development resulted in very high construction bids. The Client requested Mock•Roos provide value engineering services of the pump station design which resulted in a list of recommended changes to the design. Subsequently, the Client requested a design proposal for re-designing the pump station based on those recommendations. The following revisions will be incorporated into the redesign:

1. Revise the capacity of the pump station and associated facilities to a pump station with five (5), 49,000 gpm (109.17 cfs) electric submersible pumps, and one (1) 10,548 gpm (23.5 cfs) electric submersible water quality pump. **COMPLETE**
2. Perform calculations and reduce revise the pump station wetwell.
 - Reduce the depth of the pump intake (raise bottom slab) by including formed suction intakes (FSIs) on each pump.
 - Evaluate/reduce the thickness of the bottom slab by redesigning the wetwell assuming that it will not requiring dewatering in the future. Stop Logs will also not be needed if the station will not be dewatered.
 - Shorten the wetwell width by eliminating the inner wetwell walls that separate each pump as these walls are not required.
 - Shorten the wetwell length (back wall to trash rake distance) by up to 15 feet (dependent on final pump selection). This shorted length will still be in accordance with the Hydraulic Institute (HI) guidance.

COMPLETE

3. Evaluate the electrical needs and back-up generator associated with the revised pump capacity. **COMPLETE**
4. Revise the telemetry system operating the pump station to accommodate future monitoring various lakes within the water management system for controlling elevations for the on/off of the pumps. **COMPLETE**

5. Eliminate the concrete wetwell intake area. The approach will be rock riprap with a sheet pile cutoff wall at the leading edge of the wetwell slab. **COMPLETE**

6. Eliminate the concrete discharge spillway and extend the discharge pipes to discharge into a deeper rock riprap “plunge pool” area. The extended pump discharge pipes will also allow for improved access to the pumps for maintenance/removal. The concrete top slab of the pump station wetwell will be removed and replaced with pedestrian rated grating. **COMPLETE**

7. Raise berm (at least in the vicinity of the pump station) to elevation 25 feet and re-grade around the station to allow vehicle access across the structure to the west side. **COMPLETE**

8. Revise the design as needed to ensure that an automated trash raker and dump area could be added in the future, without needing significant structure modification at that time. Include having the bar screen extend to the top of the wetwell top slab. **COMPLETE**

9. Confirm the downstream canal will have sufficient capacity to accept and convey the full discharge flow rate from the pump station. **COMPLETE**

10. Call for FPL to set the transformer before construction begins and perform preliminary coordination with FPL to locate the power feed to a route that is not under pavement. **COMPLETE**

11. Redesign the hydraulic connection from the pump station discharge pool to the conveyance canal in the west conservation area.

Mock•Roos will provide the Scope of Services outlined below.

B. Scope of Services:

Task 1 – Basemap Preparation and Permitting Services

1. Prepare a project basemap using current LiDAR data to represent the existing site conditions for the location where the structure is to be sited. **COMPLETE**

2. Prepare construction drawings for the purpose of submitting construction permit applications to the SFWMD and the City of Palm Beach Gardens. **COMPLETE**

3. Complete construction permit applications to the SFWMD and the City of Palm Beach Gardens and provide responses for up to two rounds of Requests for Additional Information from each. All environmental related permitting and coordination will be done by the Client. **COMPLETE**

Task 2 – Construction Document Development

1. Prepare and submit a 90-percent complete set of construction documents (drawings, technical specifications, and engineer's opinion of probable construction cost) to the Client for review. The 90-percent documents will address the comments from the permitting agencies and the Client. **COMPLETE**
2. Attend a review meeting with the Client to discuss the construction documents and receive any comments. **COMPLETE**
3. Prepare and submit the 100-percent final construction documents to the Client. **COMPLETE**
4. Provide the services of a Structural Engineering Subconsultant for the development of the engineering plans and construction specifications at the appropriate intervals described above. **COMPLETE**
5. Provide the services of an Electrical Engineering Subconsultant for the development of the engineering plans and construction specifications at the appropriate intervals described above. **COMPLETE**
6. Assist with responding to contractors RFI's pertaining to the project and attend coordinate with contractors to provide clarifications, up to 8 hours are included with this task. **COMPLETE**
7. **Revise sheet C1-2 of the Construction Drawings for Avenir Stormwater Pump Station to redesign the hydraulic connection from the pump station discharge pool to the conveyance canal in the west conservation area. The conveyance canal design details (in AutoCAD) and existing topographic survey information (also in AutoCAD) are to be provided by Ballbé and Associates, Inc.**

Task 3 – Bid Phase Services

1. Assist Client with responding to questions from potential construction bidders and evaluating bids received. Provide Client with engineer's recommendation of award. **COMPLETE**

C. Additional Services:

1. Additional Services can be provided upon Mock•Roos receiving signed authorization from the Client.

D. Fees and Rates:

1. Mock•Roos will complete the Scope of Services for the lump sum fee of \$192,850. **COMPLETE**
2. **Mock•Roos will complete the appended Scope of Services for the lump sum fee of \$4,920.**
3. Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

E. Conditions:

1. All terms become valid upon Mock•Roos receiving an executed copy of this proposal within 60 days of its date.
2. If the Scope of Services is not completed by June 30, 2021, for reasons other than those within the control of Mock•Roos, Mock•Roos may request additional compensation.
3. All documents are the property of the Client and will be provided electronically for the Client's records. Hard copies may be provided upon receipt of a reasonable reproduction fee.


F. Acceptance and Authorization to Proceed:

This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services outlined above. This authorization becomes valid upon Mock•Roos receiving one **executed** copy of this proposal with original signatures below.

Avenir Community Development District

MOCK•ROOS

Signed: _____

Signed: _____ 

Name: _____

Name: Garry Gruber, P.E.

Title: _____

Title: Senior Vice President

Date: _____

Date: September 19, 2023

Please return one executed copy of this proposal with original signatures to Mock•Roos. Thank you.

**Avenir - Stormwater Pump Station
Engineering Design Services - Design Modification**

Task Description		Labor Classification				Total
		Principal Civil Engineer	Lead Civil Engineer	Civil Engineer	Project Coordinator	
	<i>Labor Hourly Billing Rate</i>	\$195.00	\$165.00	\$135.00	\$60.00	
1	Redesign discharge to distribution swale	2	8	16		\$ 3,870
2	Coordination	2	4			\$ 1,050
	Labor Subtotal Hours	4	12	16	0	
	Labor Hourly Billing Rate	\$195.00	\$165.00	\$135.00	\$60.00	
	Labor Individual Totals	\$780.00	\$1,980.00	\$2,160.00	\$0.00	\$4,920.00
	Engineering Design Services	\$4,920.00				
	Reimbursable	\$0.00				
	Project Total	\$4,920.00				

Instrument Prepared By and Return to:

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

Folio No(s). _____

**COVENANT TO MAINTAIN
(Coconut Boulevard Entrance Features)**

KNOW ALL MEN BY THESE PRESENTS that the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “Owner” or the “District”), having its address at c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida, hereby makes, declares and imposes on the lands herein described, this Covenant to Maintain containing the covenants running with the title to the lands described herein (the “Covenant”), which Covenant shall be binding on Owner and its heirs, successors, successors-in-title, and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them.

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of certain real property situated within the boundaries of the District, within the City of Palm Beach Gardens, Palm Beach County, Florida, and in the vicinity of the intersection of Coconut Boulevard and Northlake Boulevard, which property is more particularly described in Exhibit “A” attached hereto and made a part hereof (the “District Property”); and

WHEREAS, the Owner has received approval from the City of Palm Beach Gardens, a Florida municipal corporation (the “City”), to construct on District Property certain entrance feature improvements, including, but not limited to, concrete entry features, including appurtenant fountains, water trellis, metal roof, electrical and lighting (collectively, the “Planned Community Development Entry Features” or the “PCD Entry Features), which PCD Entry Features are or, upon construction, will be owned by and be the maintenance responsibility of the Owner; and

WHEREAS, the City has granted Administrative Approval under petition ADMN-23-05-0015 (“City Approval”) permitting the construction of the PCD Entry Features by Owner on District Property, subject to the recording of this Covenant in the Public Records of Palm Beach County, Florida; and

WHEREAS, the Covenant is being required by the City to assure the City that the PCD Entry Features will be continually and properly maintained by the Owner, that the the PCD Entry Features are maintained in good condition and repair in perpetuity in

accordance with the City Approval, and that the Owner will relocate the PCD Entry Features, or a portion thereof, in the event the City undertakes certain identified improvements to the adjacent Northlake Boulevard and Coconut Boulevard rights-of-way; and

WHEREAS, the Owner intends to maintain the PCD Entry Features as provided herein and in accordance with the City Approval.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and other good and valuable considerations:

1. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Covenant by Owner in favor of the City.

2. The Owner shall be responsible to maintain the PCD Entry Features located on the District Property at its sole cost and expense in a manner consistent with its maintenance of similar improvements throughout and the overall appearance of the District. Maintenance includes the timely payment for all utility charges (i.e. electric, irrigation) associated with the PCD Entry Features.

3. It is hereby understood and agreed that any official inspector of the City, or its duly authorized agents, may have the privilege at any time of entering the District Property to inspect the same for compliance with this Covenant.

4. In the event the PCD Entry Features are required by the City to be relocated due to the construction of the Northlake Boulevard eastbound and/or southbound dual left turn lanes at the Coconut Boulevard intersection, the Owner shall be responsible for the associated costs and shall coordinate with the City on the approval process in accordance with City Code Section 78-48 of the City Code of Ordinances. In the event the Entry Features are required by the City to be relocated due to the construction of the Coconut Boulevard southbound triple left turn lanes at the Northlake Boulevard intersection, the Owner shall be responsible for the associated costs and shall coordinate with the City on the approval process in accordance with City Code Section 78-48 of the City Code of Ordinances.

5. Nothing in this Covenant is intended to limit, restrict, or prohibit the Owner's right to modify, change, add to, or remove any PCD Entry Features, subject to any permit requirements of the City, provided such action is not inconsistent with the intent of this Covenant.

6. This Covenant shall be and constitutes a covenant running with the land in favor of the City, and shall remain in full force and effect and be binding on the undersigned, its heirs, successors, successors-in-title, assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them, until such

time as this obligation has been canceled by an affidavit filed in the Public Records of Palm Beach County, Florida by the City.

7. The Owner does hereby warrant that this Covenant has been duly executed by the proper officer of the Owner and with the approval of the Board of Supervisors of the Avenir Community Development District.

8. This Covenant shall be recorded in the public records of Palm Beach County, Florida, at the cost and expense of the Owner.

SIGNED, DEALED, EXECUTED, AND ACKNOWLEDGED, this ____ day of _____, 2023.

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

Signed, sealed and delivered
In the Presence of:

By: _____
Virginia Cepero, Chair
Board of Supervisors

Witness

Print Name

Witness

Print Name

STATE OF FLORIDA)
) :ss
COUNTY OF _____)

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, by Virginia Cepero, as Chair of the Board of Supervisors **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose of government established pursuant to Chapter 190, Florida Statutes. She is ____ personally known to me, or has produced _____ as identification.

Witness my hand and official seal in the County and State aforesaid this ____ day of _____, 2023.

[SEAL]

Notary Public of the State of Florida
My Commission Expires: _____

Exhibit "A"

District Property

DESCRIPTION:

A PORTION OF PARCEL A-1, AND A PORTION OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 19°15'39" EAST, A DISTANCE OF 39.38 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 88°26'13" WEST, A DISTANCE OF 43.00 FEET; THENCE, NORTH 01°33'47" WEST, A DISTANCE OF 51.00 FEET; THENCE, NORTH 88°26'13" EAST, A DISTANCE OF 43.00 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,193 SQUARE FEET, 0.050 ACRES, MORE OR LESS.

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

TOGETHER WITH:

A PORTION OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGRTER WITH PORTIONS OF TRACT RBE4, TRACT RBE5 AND TRACT RW4, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135 PAGE 141, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 70°47'24" EAST, A DISTANCE OF 132.22 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 01°33'47" WEST, A DISTANCE OF 51.00 FEET; THENCE, NORTH 88°26'13" EAST, A DISTANCE OF 43.00 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 51.00 FEET; THENCE, SOUTH 88°26'13" WEST, A DISTANCE OF 43.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,193 SQUARE FEET, 0.050 ACRES, MORE OR LESS.

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

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 86°54'02" EAST ALONG THE NORTH LINE OF TRACT RW-2, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON NOVEMBER 28, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

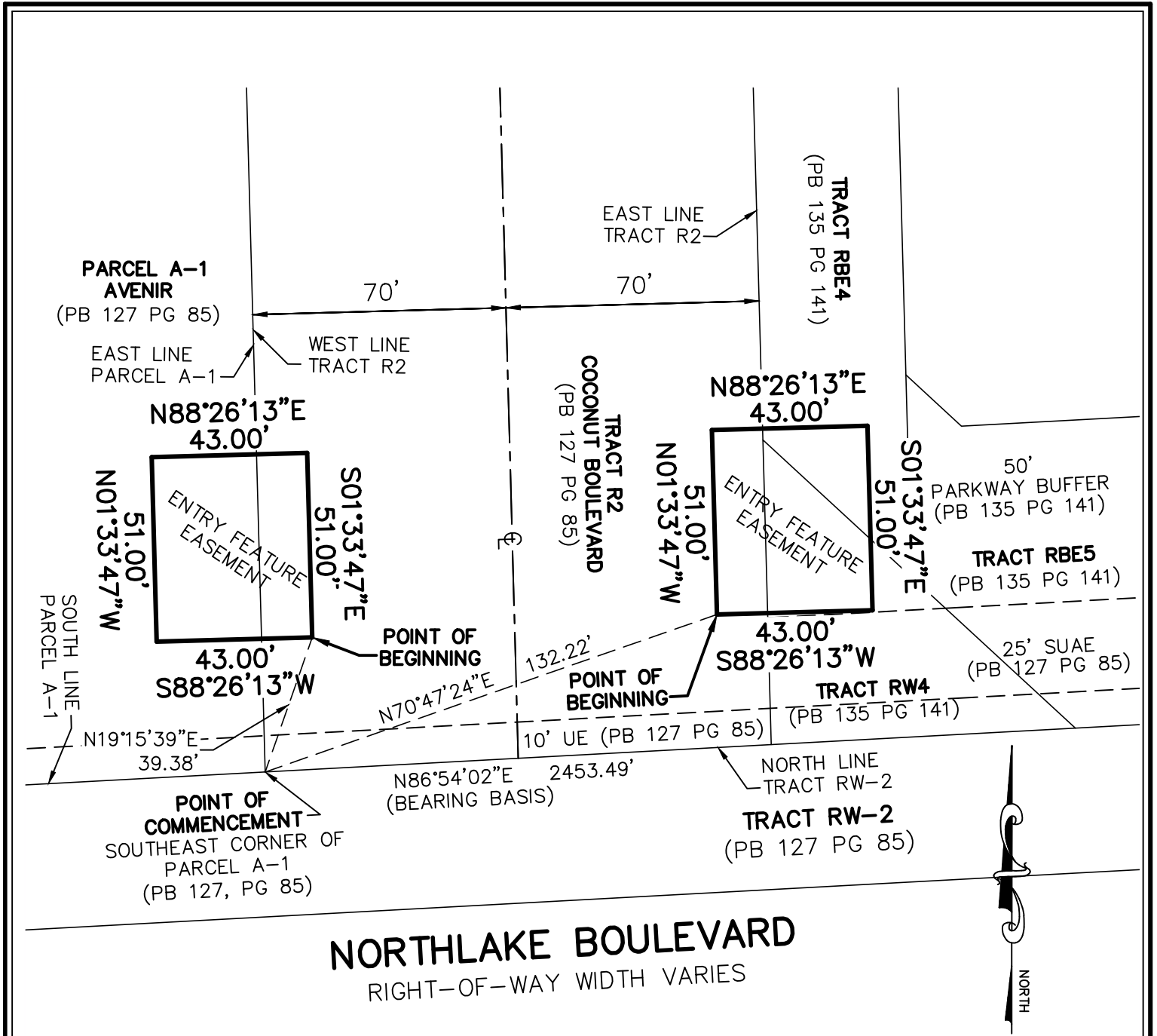
SHEET 1 OF 2



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

DATE	11/28/2023
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955


**COCONUT BOULEVARD
ENTRY FEATURE EASEMENT
SKETCH OF DESCRIPTION**



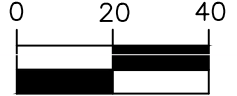
NORTHLAKE BOULEVARD
RIGHT-OF-WAY WIDTH VARIES



LEGEND:

-  - CENTER LINE
- PB - PLAT BOOK
- PG - PAGE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

GRAPHIC SCALE

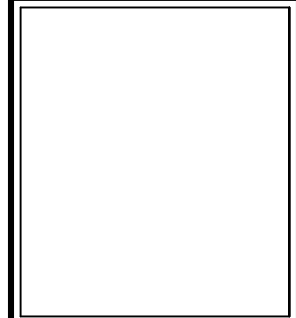


(IN FEET)
1 INCH = 40 FT.

SHEET 2 OF 2



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



DATE	11/28/2023
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**COCONUT BOULEVARD
ENTRY FEATURE EASEMENT
SKETCH OF DESCRIPTION**



2711 Poinsettia Avenue
 West Palm Beach, FL 33407
 561-833-5331 phone
 561-833-8231 fax
 valbridge.com

November 13, 2023

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

**RE: Appraisal Report
 Parcel A-16 Lakes, total acreage 17.013**

Dear Mr. Pierman:

The following is the requested proposal for our firm to perform Appraisal Services for the above referenced properties. If this document is executed it will also serve as an engagement contract for the proposed scope of work.

These services will be performed in accordance with the following provisions:

Client	Special District Services, Inc and their assigns.
Intended Use	Internal use and decision-making purposes
Intended User(s)	Special District Services, Inc and their assigns.
Scope of Assignment	The scope of our engagement will include the applicable research and analysis required to estimate the current market value of the subject property at its highest and best use.
Assignment Conditions	Specific assignment conditions to be assumed by the appraiser per the client's request: None
Presentation of Findings	Narrative Appraisal Report Electronic copy in PDF format. Hard copies upon request.
Professional Fee	The professional fee for this assignment will not exceed \$3,500 for the referenced scope of work.
Retainer	None

Responsibility for Fees If the balance of the payment is not made upon completion of the identified assignment, we will have the right to seek immediate enforcement of this agreement including the recovery of all costs and attorney fees associated with taking any legal action. Disputes arising out of this agreement will be governed by the laws of the state of Florida without regard to or application of choice of law rules or principles. The exclusive venue of any action or proceeding to enforce this agreement is Palm Beach County, Florida.

Additional Services If additional work is required for additional research or analysis, hourly rates will be based at \$350 per hour for Senior Managing Directors (SMD), \$175 per hour for Senior Appraisers (SA), and at \$100 per hour for associate appraisers (AA). If court appearances, travel or meetings, are required, then additional time for pretrial preparation, preparation for depositions, depositions, trial consultation, court testimony or arbitration, will be charged at the same hourly rates noted above. If hourly billing is anticipated, a retainer equal to the proposed next billing cycle will be required. The initial retainer will be based on the estimated billing time. At the end of the assignment, unused portions of the retainer will be reimbursed.

Delivery Work product will be delivered within 13 business days by: November 30, 2023 (final electronic report)
Above dates assume execution of this engagement contract and receipt of the deposit, if required, within 3 business days of the preparation date of this agreement and receipt of requested subject property documentation within 7 days of the preparation date of this agreement. Requested items for each property are as follows:

-
- Requested Items**
- 1) Pod 16 Survey
 - 2) Survey of Lakes
 - 3) Legal Descriptions for Lakes
 - 4) Property Contact for Site Inspection

Professional Standards Governing Assignment The analyses, opinions, and conclusions will be developed and presented in conformance with (and the use of this report is subject to) the requirements of: (1) the Uniform Standards of Professional Appraisal Practice, and (2) the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

Assignment Not Contingent Our compensation will not be contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, the findings or any resulting report. Furthermore, the assignment will not be based on any requested value.

Once again, thank you for considering our firm for this assignment. Should you wish to proceed please execute your agreement to this engagement letter in the place indicated below, retain a copy for your records and return the duplicate original to us for our records, along with the deposit. We look forward to working with you.

Attached to and incorporated in this engagement letter are Valbridge Property Advisors | Palm Beach | Treasure Coast's Terms and Conditions of Agreement. These Terms and Conditions are a substantive part of our engagement and govern the work to be performed for you. The appraisal will be completed in a timely fashion.

Respectfully submitted,
Valbridge Property Advisors | Palm Beach | Treasure Coast



David W. Boyd, MAI
Senior Managing Director
Florida State-Certified General Appraiser #RZ354
dboyd@valbridge.com
(561) 833-5331

AGREED AND ACCEPTED

Signature

Title

Name (type or print)

Date

STANDARD TERMS AND CONDITIONS FOR SERVICES AGREEMENT

1. **“Personnel.”** When capitalized, the term “Personnel” refers to all employees, partners, owners, shareholders, members, officers, directors or independent contractors of the respective party.
2. **Responsibility for Services.** Valbridge Property Advisors | Palm Beach|Treasure Coast is solely responsible for the services provided under this Agreement and the work product of its appraisers. Valbridge Property Advisors | Palm Beach|Treasure Coast is an independently owned and operated franchisee member firm of Valbridge Property Advisors Franchising System, LLC, which is a subsidiary of Valbridge Property Advisors, Inc. (both collectively referred to below as “VPA”). VPA and its subsidiaries (including Valbridge Property Advisors Franchising System, LLC, Data Appraise Systems, LLC, and Valbridge Property Advisors Data Solutions, LLC) do not perform valuation services, are not being engaged to provide any services under this Agreement and have no responsibility concerning or liability for the services of Valbridge Property Advisors | Palm Beach|Treasure Coast or any appraisal or other work product.
3. **Appraisal Fee Changes.** The appraisal fee is based on an understanding of the assignment as outlined in the specifications for the appraisal. Changes in the scope of work or unanticipated matters concerning the property may result in a higher fee and will be billed at Valbridge Property Advisors | Palm Beach|Treasure Coast’s regular hourly rates. If Client places the assignment “on hold” and then reactivates the assignment, an additional charge may apply due to the inefficiency created. If Client cancels the assignment prior to completion, Client agrees to pay for Valbridge Property Advisors | Palm Beach|Treasure Coast’s costs and time incurred at its regular hourly rates prior to its receipt of written notice of such cancellation.
4. **Services Performed on an Hourly Basis.** If this assignment includes a provision for services performed on an hourly billing basis, the hourly rates for such services are subject to periodic adjustment to current rates. Valbridge Property Advisors | Palm Beach|Treasure Coast will provide 30 days’ notice to Client prior to any rate increases. If Client chooses not to consent to the increased rates, Client may terminate the Agreement by written notice effective when received by Valbridge Property Advisors | Palm Beach|Treasure Coast. If this assignment includes a provision for services performed on an hourly billing basis, Client acknowledges that Valbridge Property Advisors | Palm Beach|Treasure Coast has not committed to any total fee amount to be incurred by Client under this Agreement.
5. **Intended Users and Uses of Appraisal.** In accordance with applicable professional appraisal standards, each appraisal report will identify the client, any additional intended users, and the intended use(s) of the appraisal. Valbridge Property Advisors | Palm Beach|Treasure Coast shall have no responsibility, obligation or liability to any party who is not identified as the client or as an additional intended user in the appraisal report or for any uses of an appraisal that are not identified in the report. Any party who is not the client or an intended user is not entitled to use or rely on the appraisal without the express written consent of Valbridge Property Advisors | Palm Beach|Treasure Coast, notwithstanding that such a party may receive a copy of the report for compliance or informational purposes.
6. **Independence of Appraisal Services.** The services performed under this Agreement will be delivered in a manner that is independent, impartial and objective. Valbridge Property Advisors | Palm Beach|Treasure Coast’s fees and Client’s obligation to pay are not contingent on the value of the property, any other assignment results, the funding of any loan, or the outcome of any dispute or litigation. Any opinions expressed about the potential outcome of a matter or case are not guarantees of the outcome.
7. **Confidentiality.** Valbridge Property Advisors | Palm Beach|Treasure Coast and its Personnel will comply with all confidentiality duties imposed by applicable law and professional standards. Client agrees that Valbridge Property Advisors | Palm Beach|Treasure Coast may disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered

confidential under applicable professional standards, to third parties as required by law or as necessary for compliance with professional standards. Client further consents to and authorizes Valbridge Property Advisors | Palm Beach|Treasure Coast to disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered confidential under applicable professional standards, as reasonably necessary to defending or responding to threatened or actual legal or regulatory actions or for insurance coverage of such matters.

8. **Testimony in Court or Other Proceedings.** Unless otherwise stated in this Agreement, Client agrees that Valbridge Property Advisors | Palm Beach|Treasure Coast's engagement under this Agreement does not include Valbridge Property Advisors | Palm Beach|Treasure Coast's or its Personnel's participation in or preparation for any oral or written testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment. Client will not designate or disclose Valbridge Property Advisors | Palm Beach|Treasure Coast or any of its Personnel as an expert witness in any court, arbitration or other proceeding without the prior written consent of Valbridge Property Advisors | Palm Beach|Treasure Coast.
9. **Subpoenas and Testimony.** In the event that Valbridge Property Advisors | Palm Beach|Treasure Coast or any of its Personnel is compelled by subpoena or other legal or administrative process to provide testimony or produce documents relating to the appraisal or services under this Agreement, whether in court, deposition, arbitration or any other proceeding, Valbridge Property Advisors | Palm Beach|Treasure Coast shall provide notice thereof to Client and Client agrees that Valbridge Property Advisors | Palm Beach|Treasure Coast or any of its Personnel may disclose such information as required to comply with such process and to compensate Valbridge Property Advisors | Palm Beach|Treasure Coast for the reasonable time incurred in connection with preparation for and provision of such testimony and/or documents at Valbridge Property Advisors | Palm Beach|Treasure Coast's rates in effect at that time and reimburse its reasonable actual expenses.
10. **Withdrawal Prior to Completion.** Valbridge Property Advisors | Palm Beach|Treasure Coast may terminate its rendition of services for the assignment(s) contemplated under this Agreement and withdraw without penalty or liability before completion or reporting of the appraisal in the event that it determines, at its sole discretion, that incomplete information was provided to Valbridge Property Advisors | Palm Beach|Treasure Coast prior to the engagement, that Client or other parties have not or cannot provide documentation or information necessary to Valbridge Property Advisors | Palm Beach|Treasure Coast's analysis or reporting, that conditions of the subject property render the original anticipated scope of work inappropriate, that Valbridge Property Advisors | Palm Beach|Treasure Coast becomes aware that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement.
11. **Third-Party Beneficiaries of Agreement.** The Personnel of Valbridge Property Advisors | Palm Beach|Treasure Coast, VPA, its subsidiaries and their Personnel, and each franchisee and licensee of VPA assisting or providing any services in connection with the services to be provided under this Agreement and each of such franchisee's and licensee's Personnel (each a "**Third-Party Beneficiary**") shall each be an express third-party beneficiary of this Agreement and entitled to all of the rights and protections of and applicable to Valbridge Property Advisors | Palm Beach|Treasure Coast, and the limitations applicable to the Client, set forth herein (including, without limitation, the provisions regarding Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, Unauthorized Use or Publication, No Responsibility for Certain Conditions and Arbitration). Without limiting the foregoing, although VPA and its subsidiaries will provide no services under this Agreement, in the event of any legal claim or dispute, the following protections and limitations shall apply for the benefit of each Third-Party Beneficiary: Responsibility for Services, Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, No Responsibility for Certain Conditions and Arbitration, and no waiver, modification or amendment of such provisions shall apply

to any Third-Party Beneficiary, unless such waiver, modification or amendment is in writing and executed by such Third-Party Beneficiary. There are no other third-party beneficiaries of this Agreement or the services performed under this Agreement.

12. **No Unauthorized Use or Publication.** No part of an appraisal report or the opinions or conclusions stated in a report may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Valbridge Property Advisors | Palm Beach|Treasure Coast's prior written authorization. If Client publishes or uses the report or Valbridge Property Advisors | Palm Beach|Treasure Coast's work product without such authorization or provides the report or other work product for unauthorized use or publication, Client agrees to indemnify and hold Valbridge Property Advisors | Palm Beach|Treasure Coast and its Personnel harmless from and against all damages, liabilities, losses, causes of actions, expenses, claims and costs, including attorneys' fees, incurred in the investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.
13. **No Responsibility for Certain Conditions.** Notwithstanding that a report may comment on, analyze or assume certain conditions, unless otherwise stated in the report, Valbridge Property Advisors | Palm Beach|Treasure Coast and its Personnel shall have no responsibility for investigating and shall have no responsibility or liability for matters pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) flood zones, earthquake zones, surveys, property lines or boundaries pertaining to the property; (c) the property's compliance with local, state or federal zoning, planning, building, occupancy permits, disability access, life safety and environmental laws, regulations and standards; (d) building permits and planning approvals for improvements on the property; (e) structural or mechanical soundness or safety; (f) contamination, mold, pollution, asbestos, storage tanks, subsoil conditions, animal or vermin infestations and hazardous conditions affecting the property; and (f) other conditions and matters for which real estate appraisers are not customarily deemed to have professional expertise. Unless otherwise noted, the appraisal will value the property as though free of pollution, hazardous materials or other contamination of any kind. Valbridge Property Advisors | Palm Beach|Treasure Coast will conduct no hazardous materials or contamination inspection of any kind.
14. **Maximum Time Period for Claims and Proceedings.** Unless the time period is shorter under applicable law and except for claims for indemnification pursuant to Section 19, each claim, cause of action, or other proceeding concerning or relating to this Agreement, or the services or the results of the services provided hereunder (each being a "**Claim**") between Client and Valbridge Property Advisors | Palm Beach|Treasure Coast shall be filed (whether in court or in an applicable arbitration tribunal), within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall: (a) not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages, and (b) apply to all non-criminal claims or causes of action of any type, except for intentional fraud or intentionally wrongful conduct.
15. **Mutual Limitations of Liability.** Professional standards for the performance of real estate appraisals require that appraisers perform their services independently, impartially, and objectively. Clients and other users of appraisals often have separate legal or regulatory obligations imposed on them in relation to the appraisal process. The provisions of this section are designed to assure that an appraiser can render appraisal services in compliance with professional standards for reasonable compensation and to assure that clients and users can comply freely with their own professional and legal obligations, and any modifications hereof must be in writing and signed by the parties.
 - a. **Limitations of Liability.** To the fullest extent permitted by applicable law, the maximum liability of Valbridge Property Advisors | Palm Beach|Treasure Coast and its Personnel to Client or to any third-party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by Appraiser) and of Client to Valbridge Property Advisors | Palm Beach|Treasure Coast

for any Claim shall be limited to the total compensation actually paid to Valbridge Property Advisors | Palm Beach|Treasure Coast for the appraisal or other services that are the subject of the Claim.

This limitation of liability extends to all types of Claims, whether in contract or tort, but excludes: (i) claims/causes of action for intentionally fraudulent or criminal conduct, intentionally caused injury, or unauthorized use or publication of the appraisal or work product or (ii) claims/causes of action by Valbridge Property Advisors | Palm Beach|Treasure Coast for the collection of unpaid compensation for the appraisal or other services (for which the maximum recovery shall be the total amount unpaid and owing to Valbridge Property Advisors | Palm Beach|Treasure Coast, plus applicable interest and late charges), or (iii) claims, causes of action, or other proceedings by Valbridge Property Advisors | Palm Beach|Treasure Coast or its Personnel against Client in accordance with Section 19 (each an "Indemnification Claim"), or for publication of any report other than as may be expressly permitted by this Agreement (each a "Publication Claim").

- b. **No Special or Consequential Damages.** Except in the case of an Indemnification Claim or a Publication Claim, neither Valbridge Property Advisors | Palm Beach|Treasure Coast/its Personnel nor Client shall be liable to one another or to any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by Appraiser) claiming by or through any of them or as a result of an appraisal or the matters set forth in this Agreement for special or consequential damages, including, without limitation, loss of profits, prospective business opportunities, or damages caused by loss of use of any property, regardless of whether arising from negligence or a breach of this Agreement or otherwise, and regardless of whether a party was advised or knew of the possibility of such damages.
 - c. **Application to Other Parties.** The limitations of liability in this section shall also apply to Claims against a Third-Party Beneficiary.
16. **No Assignment of Claims.** No rights under this Agreement and no Claim may be assigned by any party, except: (i) if set forth in the scope of services or (ii) with regard to the collection of a bona fide existing debt for payment for the services.
 17. **Internal Compliance Reviews.** The appraisal or other work product and files may be disclosed to and subject to evaluation by Valbridge Property Advisors, Inc. for internal compliance purposes. Such evaluations do not establish any responsibility to Client or any other parties. Client consents to disclosure of information relating to the appraisal for that purpose.
 18. **Arbitration.** Except for the Claims described hereinbelow, each Claim shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be a mutually agreed location within the state in which the subject property is located. This arbitration requirement shall not apply to any Indemnification Claim, Publication Claim, or any Claim for monetary damages under \$5,000, or for collection of amounts due pursuant to this Agreement and not timely or fully paid.
 19. **Indemnification.** Client will defend, indemnify and hold Valbridge Property Advisors | Palm Beach|Treasure Coast and its Personnel (each being an "**Indemnified Party**") harmless from and against any liabilities, damages, obligations, costs, and expenses (including attorneys' fees) arising out of or suffered by an Indemnified Party from or in connection with any claim, cause of action, or other proceeding brought by a third party (a "**Third-Party Action**") where such Third-Party Action arises in connection with, results from, or is based in whole or in part upon: (a) publication of the appraisal report or all or any part of its content in a manner inconsistent with the terms of this Agreement, (b) use or reliance on the appraisal by a person, entity, or association not identified as an intended user, unless Valbridge Property Advisors | Palm Beach|Treasure Coast has consented in writing to adding such person as an intended user, (c) Client's provision of inaccurate information or documentation, (d)

Client's provision of an incomplete copy of the appraisal report to any person, entity, or association, or (e) Client's use or provision of the appraisal for a purpose other than its identified intended use.

20. **Governing Law and Jurisdiction.** This Agreement and each Claim shall be governed by the law of the state in which Valbridge Property Advisors | Palm Beach|Treasure Coast's office performing the assignment is located, exclusive of that state's choice of law rules. Client and Valbridge Property Advisors | Palm Beach|Treasure Coast agree that, except for Indemnification Claims and Publication Claims, each Claim and each legal proceeding to enforce an arbitration award entered pursuant to the arbitration provision of this Agreement, shall be brought in a state or federal court having jurisdiction over the location of the Valbridge Property Advisors | Palm Beach|Treasure Coast's office performing the assignment, and the parties hereby waive any objections to the personal jurisdiction or venue of such court.
21. **Severability.** If any provision of this Agreement is held, in whole or part, to be void, unenforceable, or invalid for any reason, the remainder of that provision and the remainder of the entire Agreement shall be severable and remain in full force and effect.
22. **Execution of Agreement.** Execution of this Agreement and delivery of an executed copy by any party by electronic means will be as effective as delivery of a manually executed copy by such party. In the event that any or all off services described in this Agreement are performed at Client's request or direction, but prior to or without Client's execution of the Agreement, the terms and conditions of this Agreement, including Client's obligation to pay, shall still apply.
23. **Entire Agreement and Modifications.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This Agreement may only be modified by a subsequent agreement of the parties in writing signed by all the parties.
24. **Survival.** Sections 2, 5 through 10, and 12 through 23 of these Terms and Conditions shall survive and continue to be applicable after completion of the services described herein.



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

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

Issuing Office:

Issuing Office's ALTA® Registry ID:

Commitment Number: 110163483

Issuing Office File Number: Avenir Community Development District

Property Address: TBD, TBD, FL

Revision Number: 2 (Revised & Updated November 16, 2023)

SCHEDULE A

1. Commitment Date: November 14, 2023 at 8:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: Avenir Community Development District, a local unit of special purpose government
Proposed Amount of Insurance: \$100,000.00
The estate or interest to be insured: See Item 3 below
 - b. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: None and each successor and/or assign that is defined as an Insured in the Conditions.
Proposed Amount of Insurance: \$
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

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

Avenir Development, LLC, a Florida limited liability company, by virtue of Book 34080, Page 1560.
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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

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First American Title Insurance Company

By:
as Vice President of First American Title Insurance Company

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

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Issuing Office File Number: Avenir Community Development District

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a) Warranty Deed from Avenir Development, LLC, a Florida limited liability company, by virtue of Book 34080, Page 1560., to Avenir Community Development District, a local unit of special purpose government. In connection with said deed, we will further require regarding the grantor:
 - i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
 - ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
 - iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
 - iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the

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limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

5. Partial Release of Purchase Money Mortgage, releasing the land to be insured from encumbrance of the Mortgage from Avenir Development, LLC, a Florida limited liability company in favor of Avenir Holdings, LLC, a Florida limited liability company, recorded June 11, 2021 in Book 32576, Page 1396, as modified by Mortgage Modification, Future Advance and Spreader Agreement recorded October 26, 2022 in Book 33913, Page 1611; Mortgage Modification, Future Advance and Spreader Agreement recorded January 20, 2023 in Book 34080, Page 1588.
6. Release of Memorandum of Agreement by and between Avenir Holdings, LLC, a Florida limited liability company and Avenir Development, LLC, a Florida limited liability company, recorded January 20, 2023 in Book 34080, Page 1573.
7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
8. Proof of payment of any and all Homeowners Association liens and/or assessments against the land described in Schedule A (including, but not limited to, any special assessments or payments due to others such as master associations).
9. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmens' liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.
10. Proof of payment of taxes and assessments for the year 2023, and prior years, plus any penalties and interest.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2023 taxes show **Payable**. The gross amount is \$364,357.26 for Tax Identification No. 52-41-41-28-01-001-0135.

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SCHEDULE B, PART II—Exceptions

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

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

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

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

8. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of

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the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

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

9. 9. Reservation of one-half of the oil and mineral rights by Colorado Development Company contained in Warranty Deed recorded in Deed Book 943, Page 333, Public Records of Palm Beach County, Florida. Said rights conveyed by instruments recorded in Official Records Book 899, Page 214; Official Records Book 1802, Page 266; Official Records Book 3710, Page 1109; Official Records Book 3710, Page 1111; Official Records Book 5302, Page 1896; Official Records Book 5302, Page 1897; Official Records Book 5302, Page 1898; Official Records Book 5926, Page 1774; Official Records Book 8320, Page 686; Official Records Book 8611, Page 1722; Official Records Book 16747, Page 304; Reservation of ingress and egress easements contained in Agreement recorded August 6, 1973, in Official Records Book 2196, Page 717; Notice of Interest recorded December 30, 1975, in Official Records Book 2492, Page 1359; Release of Surface Rights recorded January 4, 2001, in Official Records Book 12236, Page 199 (as to that portion of the subject property which lies within the Embankment Easement as described in the Order of Taking recorded in Official Records Book 12173, Page 5); and Release of Surface Rights (as to all remaining encumbered lands) recorded October 31, 2012, in Official Records Book 25564, Page 1330, Public Records of Palm Beach County, Florida. ALL RIGHTS OF ENTRY, ACCESS AND EXPLORATION ARE RELEASED, PURSUANT TO RELEASE OF SURFACE RIGHTS RECORDED OCTOBER 31, 2012, IN OFFICIAL RECORDS BOOK 25564, PAGE 1330, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
10. Amended Potable Water, Reclaimed Water and Wastewater Utilities Franchise and Service Area Agreement recorded October 21, 2004, in Official Records Book 17664, Page 583.
11. Notice of Interest in favor of Seacoast Utility Authority recorded May 8, 2014, in Official Records Book 26779, Page 403.
12. Notice of Establishment of the Avenir Community Development District recorded February 8, 2017, in Official Records Book 28883, Page 378.
13. Final Judgment (CDD Bonds) recorded June 23, 2017, in Official Records Book 29176, Page 701; together with Final Judgment (for validation of revenue bonds for Avenir Community Development District) recorded June 16, 2020, in Official Records Book 31498, Page 1389.

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14. Blanket Communications Easement Agreement in favor of AV Broadband, LLC, a Florida limited liability company recorded November 1, 2017, in Official Records Book 29442, Page 525; together with a First Amendment to Blanket Communications Easement recorded May 23, 2018, in Official Records Book 29872, Page 294; Second Amendment recorded April 12, 2019, in Official Records Book 30540, Page 376.
15. Memorandum of Developer Agreement recorded April 4, 2018, in Official Records Book 29758, Page 993; as affected by First Amendment recorded September 5, 2018, in Official Records Book 30102, Page 1973.
16. Lien of Record of Avenir Community Development District (Assessment Area Three - Master Infrastructure Project) as set forth in instrument recorded February 1, 2023 in Book 34101, Page 1110.
17. Collateral Assignment and Assumption of Development Rights Related to Avenir (Assessment Area Three - Master Infrastructure Project) as set forth in instrument recorded February 1, 2023 in Book 34101, Page 1121.
18. True-Up Agreement (Assessment Area Three - Master Infrastructure Project) as set forth in instrument recorded February 1, 2023 in Book 34101, Page 1138.
19. Declaration of Consent to Jurisdiction of the Avenir Community Development District (Imposition of Special Assessments, and Imposition of Lien of Record, Assessment Area Three - Master Infrastructure Project) as set forth in instrument recorded February 1, 2023 in Book 34101, Page 1157.
20. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
21. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of AVENIR - POD 16, as recorded in Plat Book 136, Page(s) 168-183, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

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

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

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Notices - Where Sent

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

Service, Quality and Availability

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

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

November 16, 2023

Re: File #110163483
Property Address: TBD, TBD, FL

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

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

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

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

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

SALES TRANSACTIONS:

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

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

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EXHIBIT A

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

Tracts W1, W2, W3, W4, LM1, LM2, LM3 and LM4 of AVENIR - POD 16, according to the Plat thereof as recorded in Plat Book 136, Page(s) 168-183, of the Public Records of PALM BEACH County, Florida.

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

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Kenneth D. DeGiorgio, President

By: 

Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **ARBITRATION**
The Policy contains an arbitration clause as follows:
- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the

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- American Arbitration Association (“AAA Rules”). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
 - c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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

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AVENIR PARCEL D

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

DEDICATIONS AND RESERVATIONS:

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

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALONG THE SOUTH LINE OF SAID PARCEL A-1, NORTH 86° 54' 02" WEST, A DISTANCE OF 2261.19 FEET; THENCE DEPARTING SAID SOUTH LINE OF SAID PARCEL A-1, NORTH 01° 06' 43" EAST, A DISTANCE OF 1959.73 FEET; THENCE, SOUTH 88° 24' 05" EAST, A DISTANCE OF 370.25 FEET; THENCE NORTH 01° 06' 43" EAST, A DISTANCE OF 556.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16° 29' 43" HAVING A RADIUS OF 1130.00 FEET HAVING AN ARC DISTANCE OF 113.00 FEET; THENCE, SOUTH 86° 12' 37" EAST FOR A DISTANCE OF 324.20 FEET; THENCE, SOUTH 01° 06' 43" WEST, A DISTANCE OF 446.35 FEET; THENCE, SOUTH 88° 55' 17" EAST, A DISTANCE OF 1300.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21° 37' 59" HAVING A RADIUS OF 1000.00 FEET HAVING AN ARC DISTANCE OF 37.76 FEET; AND WHOLE LONG CHORD BEARS NORTH 87° 43' EAST FOR A DISTANCE OF 37.53 FEET; THENCE, NORTH 69° 28' 44" EAST, A DISTANCE OF 58.90 FEET; THENCE, NORTH 24° 28' 43" EAST, A DISTANCE OF 36.57 FEET; THENCE, NORTH 20° 31' 16" WEST, A DISTANCE OF 263.03 FEET; THENCE, NORTH 69° 28' 44" EAST, A DISTANCE OF 40.00 FEET; THENCE, SOUTH 20° 31' 16" EAST, A DISTANCE OF 1589.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04° 12' 55" HAVING A RADIUS OF 1320.00 FEET HAVING AN ARC DISTANCE OF 97.10 FEET; AND WHOLE LONG CHORD BEARS NORTH 18° 24' 50" EAST FOR A DISTANCE OF 97.07 FEET; THENCE, SOUTH 36° 12' 42" WEST, A DISTANCE OF 95.51 FEET; THENCE, NORTH 89° 59' 58" WEST, A DISTANCE OF 17.34 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 71.00 FEET; THENCE, SOUTH 89° 59' 58" EAST, A DISTANCE OF 27.91 FEET; THENCE, SOUTH 32° 00' 18" EAST, A DISTANCE OF 184.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01° 20' 58" HAVING A RADIUS OF 1320.00 FEET HAVING AN ARC DISTANCE OF 31.09 FEET; AND WHOLE LONG CHORD BEARS SOUTH 02° 14' 15" EAST FOR A DISTANCE OF 31.09 FEET; THENCE SOUTH 01° 33' 47" EAST, A DISTANCE OF 756.23 FEET TO THE POINT OF BEGINNING

CONTAINING 104.854 ACRES, MORE OR LESS.

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

1. TRACTS "A" and "B", AS SHOWN HEREON, ARE HEREBY RESERVED TO AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR FUTURE SITE DEVELOPMENT PURPOSES.

2. TRACT "C", AS SHOWN HEREON, IS HEREBY RESERVED TO OWNER THEREOF, ITS SUCCESSORS AND ASSIGNS, FOR FUTURE SITE DEVELOPMENT PURPOSES.

3. TRACT "D", AS SHOWN HEREON, IS HEREBY RESERVED TO AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR FUTURE SITE DEVELOPMENT PURPOSES.

4. TRACT "E", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROADWAY, DRAINAGE, UTILITY AND RELATED PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITH RESPECT TO TRACT "E" AN EASEMENT OVER SAID TRACT "E" IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNER, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

5. TRACTS "RBE1", "RBE2", "RBE3" and "RBE4", AS SHOWN HEREON ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, BUFFER, DRAINAGE, SCHOOL BUS SHELTER, LIGHTING AND UTILITY PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

6. TRACT "RW", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROADWAY, DRAINAGE, ENTRY FEATURE, UTILITY AND RELATED PURPOSES. SAID TRACT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITH RESPECT TO TRACT "RW" AN EASEMENT OVER TRACT "RW" AS SHOWN HEREON, IS HEREBY DEDICATED TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

7. TRACT "W", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, STORM WATER MANAGEMENT AND DRAINAGE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

8. TRACT "M", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO THE ADJOINING STORM WATER MANAGEMENT TRACT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES AND LANDSCAPING MAY BE PERMITTED WITHIN SAID TRACT AS APPROVED BY OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.

9. THE PARKWAY BUFFER EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, BUFFER, SIGNAGE, ENTRY FEATURES, DRAINAGE AND UTILITY PURPOSES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

10. THE LANDSCAPE BUFFER EASEMENTS DESIGNATED AS "LE", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENCUMBERED BY SAID EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE OWNERS THEREOF. THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES MAY BE PERMITTED WITHIN THE LANDSCAPE BUFFER EASEMENTS AS APPROVED OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.

11. THE INGRESS EGRESS UTILITY EASEMENT "EE/AE", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROADWAY, DRAINAGE, UTILITY AND RELATED PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITH RESPECT TO THE "EE/AE" AN EASEMENT OVER SAID EE/AE IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNER, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

12. THE UTILITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "UE", ARE HEREBY DEDICATED IN PERPETUITY TO ALL GOVERNMENT ENTITIES AND PUBLIC UTILITIES TO INSTALL, OPERATE AND MAINTAIN FACILITIES AND TO INSTALL UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES AND/OR ANY OTHER PUBLIC UTILITY. SUCH CABLE TELEVISION SERVICES SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, SUCH CABLE TELEVISION SERVICE SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. LANDS ENCUMBERED BY SUCH EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

13. SEACOAST UTILITY AUTHORITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "SUA", ARE HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNER, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

14. THE LIFT STATION EASEMENT "LSE", AS SHOWN HEREON, IS HEREBY DEDICATED TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND/OR ASSIGNS, FOR INSTALLATION, OPERATION, AND MAINTENANCE OF LIFT STATION FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF OWNER OR OWNERS OF THE SAME. THE CITY OF PALM BEACH GARDENS SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF OWNER OR OWNERS OF THE SAME. THE CITY OF PALM BEACH GARDENS SHALL NOT BE IMPEDED, LIMITED, OR RESTRICTED IN ANY MANNER OR FASHION WHATSOEVER.

15. INFORMATIONAL NOTE: THE FOLLOWING RELATES TO ROADWAYS WITHIN AVENIR WHICH ARE LOCATED OUTSIDE OF THIS PLAT BUT MAY PROVIDE ACCESS TO THE PROPERTY WITHIN THIS PLAT: AVENIR DRIVE (A/V/A SPINE ROAD 4, S/V/SB, AND AVENIR PCD MASTER PLAN), COCONUT BOULEVARD (A/V/A SPINE ROAD 1,2 AND 3) ON THE AVENIR PCD MASTER PLAN, AND PANTHER NATIONAL BOULEVARD (A/V/A SPINE ROAD 6 AND 8) ON THE AVENIR PCD MASTER PLAN, ARE DEDICATED FOR PUBLIC ACCESS AND RIGHT-OF-WAY USE IN PERPETUITY. ACCORDINGLY, TRAVEL ON AND ACCESS TO AVENIR DRIVE, COCONUT BOULEVARD, AND PANTHER NATIONAL BOULEVARD SHALL NOT BE IMPEDED, LIMITED, OR RESTRICTED IN ANY MANNER OR FASHION WHATSOEVER.

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS

CAULFIELD AND WHEELER, INC.

SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
NOVEMBER 2023

MORTGAGEE'S JOINDER AND CONSENT:

STATE OF FLORIDA)

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 29500, AT PAGE 274, AS AMENDED OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

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

AVENIR HOLDINGS, LLC
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
NAME: _____
TITLE: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

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

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

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

COMMISSION NUMBER: _____
PRINT NAME

CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

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

BY: _____
CHELSEA REED
MAYOR

ATTEST: _____
PATRICIA SNIIDER, CMC
CITY CLERK

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

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

CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:

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

THIS _____ DAY OF _____, 2023.

PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
CERTIFICATE NO. _____

CITY OF PALM BEACH GARDENS

CITY OF PALM BEACH GARDENS
ENGINEER

REVIEWING
SURVEYOR

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR
RECORD AT _____ M.
THIS _____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGE _____ THROUGH
PAGE _____
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

SHEET 1 OF 7

CLERK

- ## SURVEY NOTES:
- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
 - BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PALM BEACH GARDENS ZONING REGULATIONS.
 - NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
 - BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF S88°40'20" ALONG THE SOUTH LINE OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
 - ANGLES INTERSECTING CURVES ARE NON-RADIAL UNLESS SHOWN OTHERWISE.
 - "NOTICE" THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL INSTRUMENTS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
 - ALL INSTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ACCORDING TO SEC. 177.09(1)(7), F.S. HAVE BEEN PLACED AND PERMANENT CONTROL POINTS (P.C.P.'S) ACCORDING TO SEC. 177.09(1)(9) WILL BE PLACED AS REQUIRED BY LAW AND THAT MONUMENTS AND PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF PALM BEACH GARDENS FOR THE RECORD IMPROVEMENTS; AND FURTHER, THAT THE PLAT AND SURVEY DATA COMPLY WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, AS AMENDED.

DATE: _____, 2023

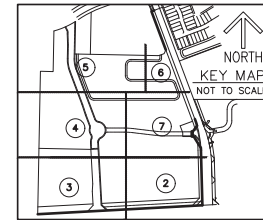
RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA
CAULFIELD AND WHEELER, INC
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
CERTIFICATION OF AUTHORIZATION NO. LB 3591

AVENIR PARCEL D

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

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS

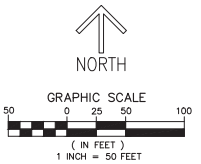
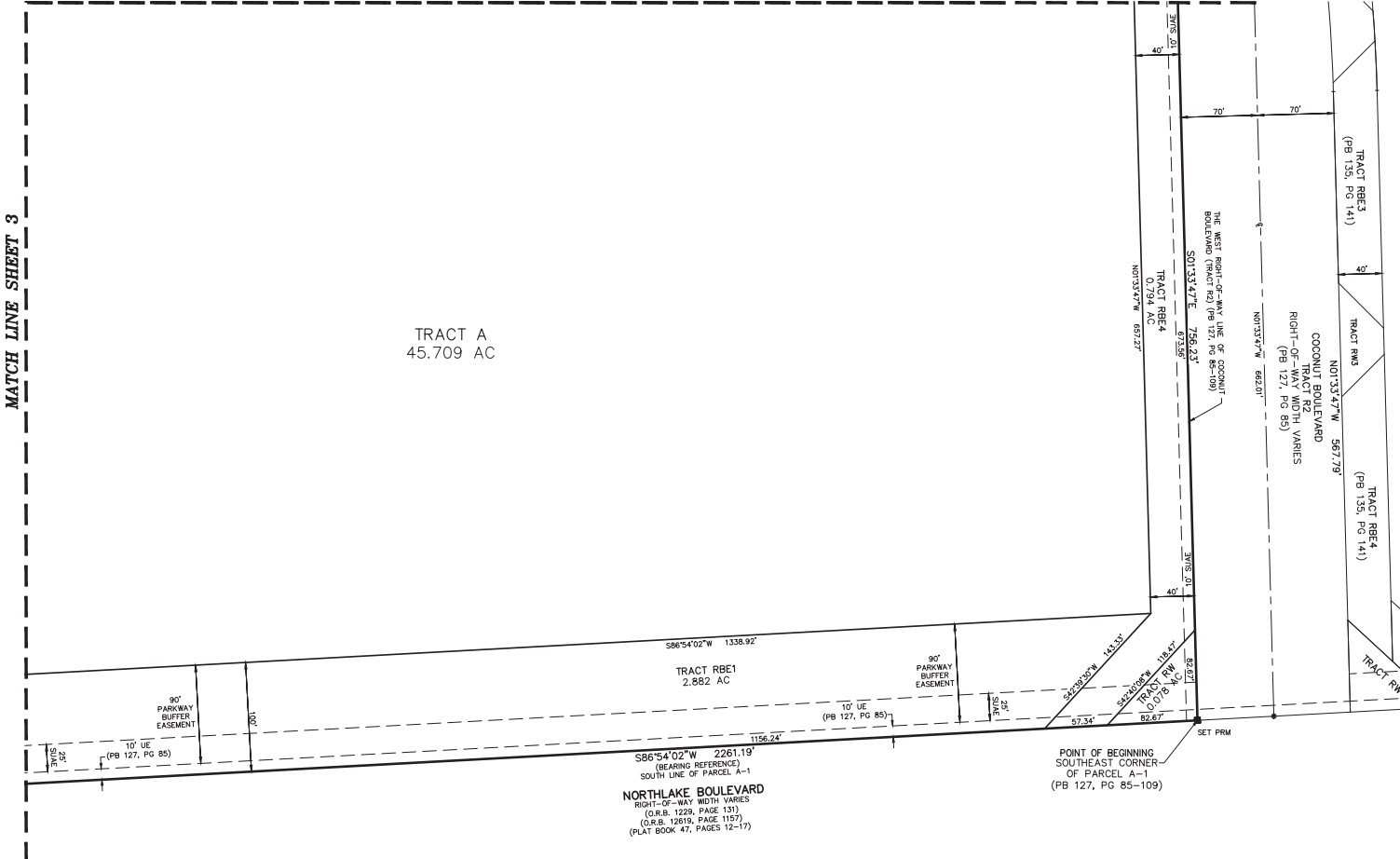
CAULFIELD and WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
NOVEMBER 2023



MATCH LINE SHEET 7

MATCH LINE SHEET 3

TRACT A
45.709 AC



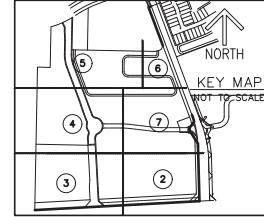
- LEGEND / ABBREVIATIONS**
- 4 - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - AC - ACRES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - L - ARC LENGTH
 - LB - LICENSED BUSINESS
 - LB-E - LANDSCAPE BUFFER EASEMENT
 - LSR - LEFT STATION EASEMENT
 - O.R.B. - OFFICIAL RECORD BOOK
 - PB - PLAT BOOK
 - PG - PAGE
 - R - RADIUS
 - (R) - INDICATES RADIAL LINE
 - (RB) - RADIAL BEARING
 - RBE - ROADWAY BUFFER EASEMENT
 - SUA-E - SEACOAST UTILITY AUTHORITY ACCESS EASEMENT
 - SUA - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
 - 5/8" IRON ROD WITH CAP STAMPED "S&W PRM LB 3591"
 - - DENOTES PERMANENT CONTROL POINT

SHEET 2 OF 7

AVENIR PARCEL D

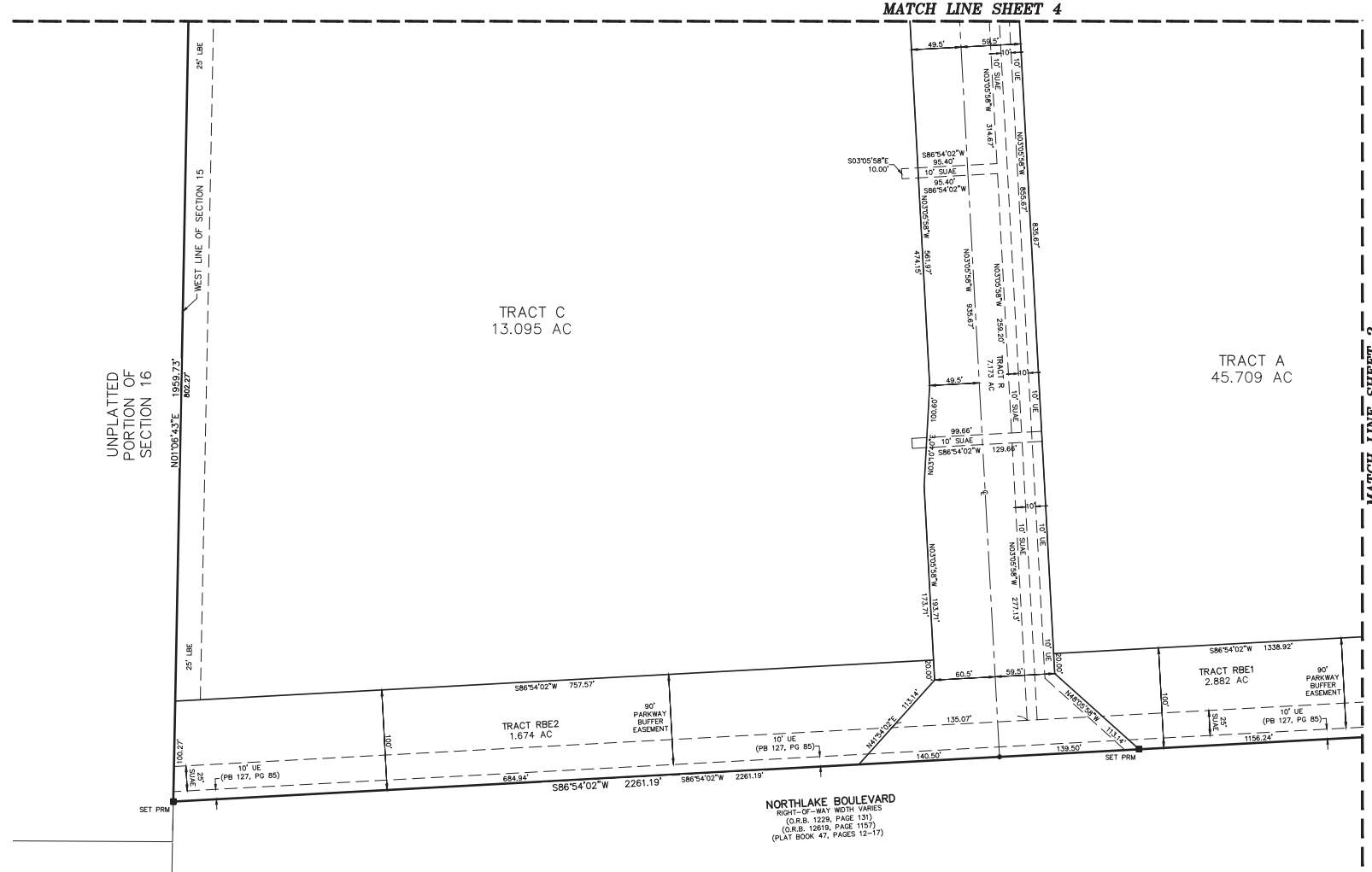
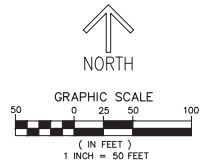
BEING A REPLAT OF A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA

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



SHEET 3 OF 7

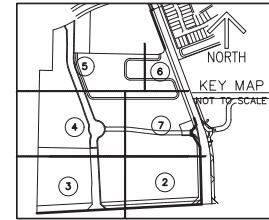
- LEGEND/ABBREVIATIONS**
- C - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - A - ACRES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - L - ARC LENGTH
 - LB - LICENSED BUSINESS
 - LBE - LANDSCAPE BUFFER EASEMENT
 - LSL - LEFT STATION EASEMENT
 - O.R.B. - OFFICIAL RECORD BOOK
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 - R - RADIUS
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 - SUA - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
 - 5/8" IRON ROD WITH CAP STAMPED
 - *C&W PRM LB 3591*
 - - DENOTES PERMANENT CONTROL POINT



AVENIR PARCEL D

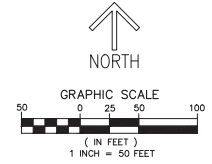
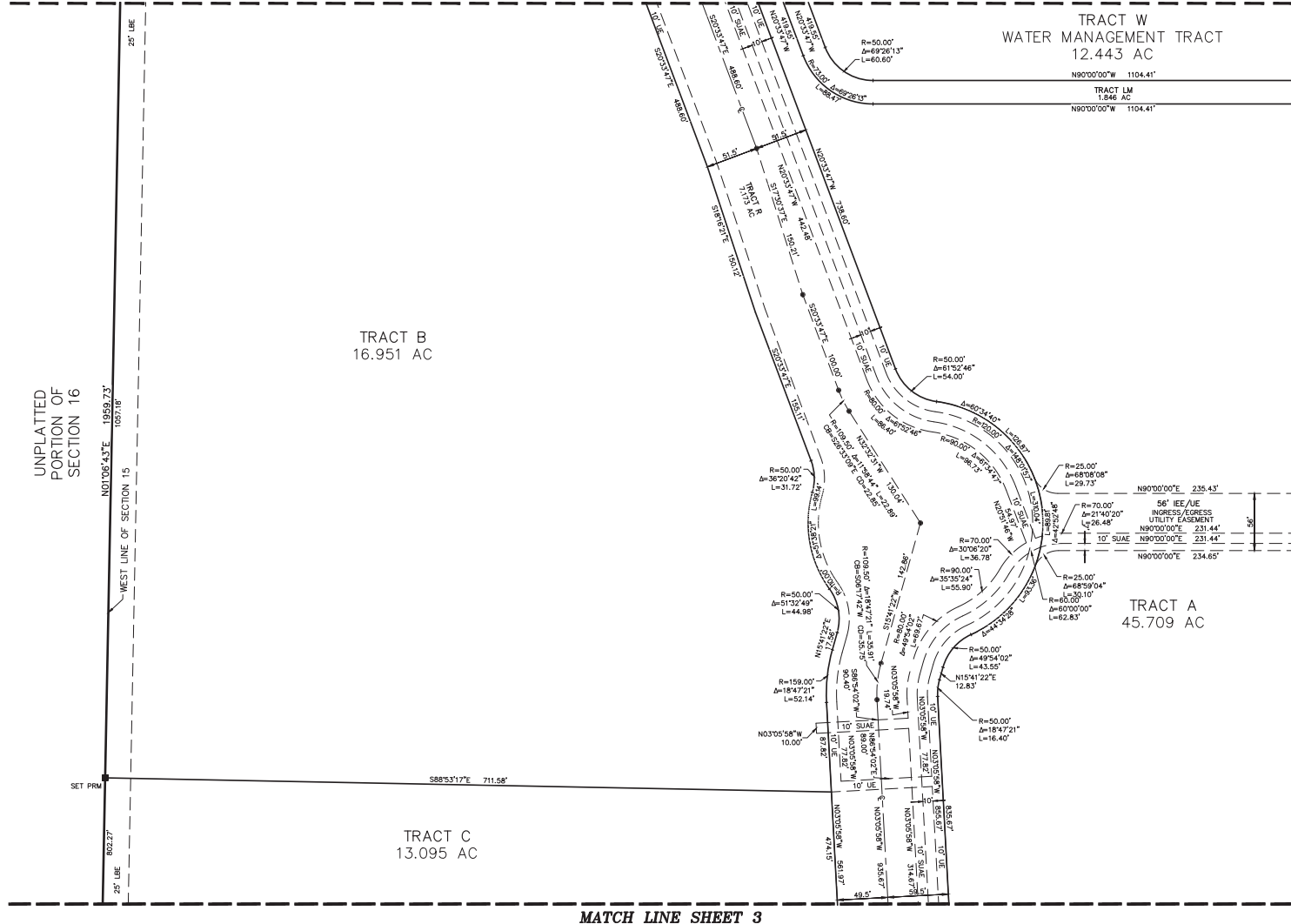
BEING A REPLAT OF A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA

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



SHEET 4 OF 7

MATCH LINE SHEET 5



- LEGEND / ABBREVIATIONS**
- CL - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - AC - ACRES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - L - ARC LENGTH
 - LB - LICENSED BUSINESS
 - LBE - LANDSCAPE BUFFER EASEMENT
 - LSE - LIFT STATION EASEMENT
 - O.R.B. - ORIGINAL RECORD BOOK
 - PB - PLAT BOOK
 - PC - PACE
 - R - RADIUS
 - RL - INDICATES RADIAL LINE
 - (RB) - RADIAL BEARING
 - RBE - ROADWAY BUFFER EASEMENT
 - SUA/E - SEACOAST UTILITY AUTHORITY ACCESS EASEMENT
 - SUA/E - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
5/8" IRON ROD WITH CAP STAMPED
5249 FROM LB 3591
 - - DENOTES PERMANENT CONTROL POINT

UNPLATTED
 PORTION OF
 SECTION 16

WEST LINE OF SECTION 15
 1939.73'
 1620.19'

20' L&E
 802.27'

TRACT B
 16.951 AC

TRACT C
 13.095 AC

TRACT W
 WATER MANAGEMENT TRACT
 12.443 AC

TRACT LM
 1.846 AC

TRACT A
 45.709 AC

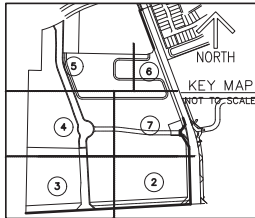
MATCH LINE SHEET 3

MATCH LINE SHEET 7

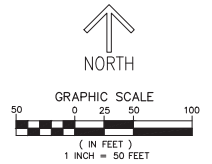
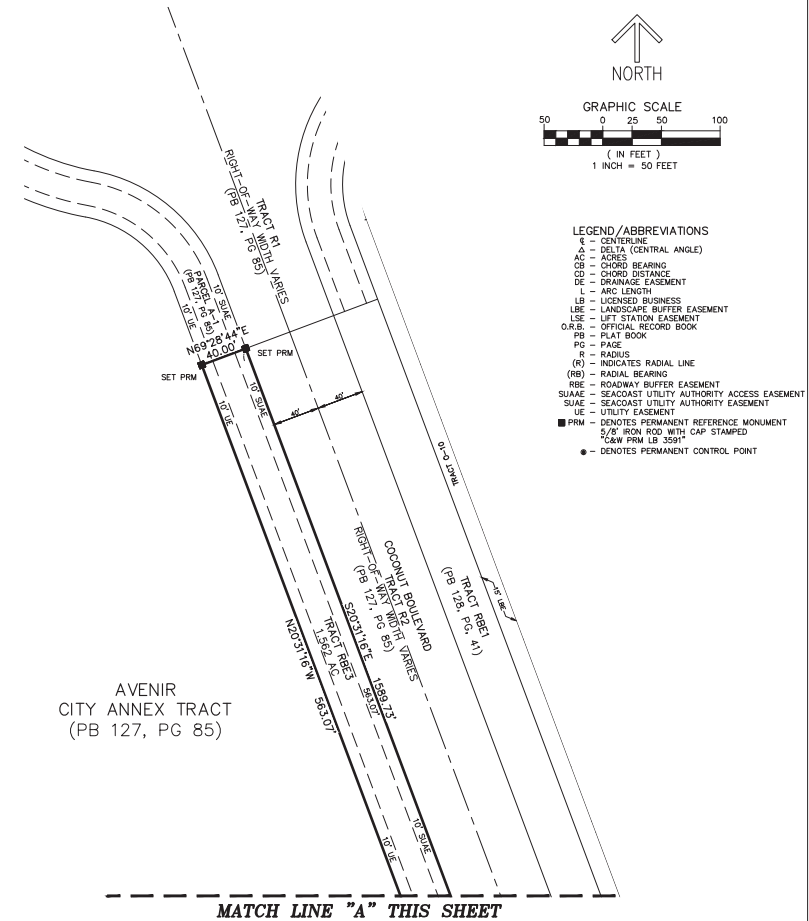
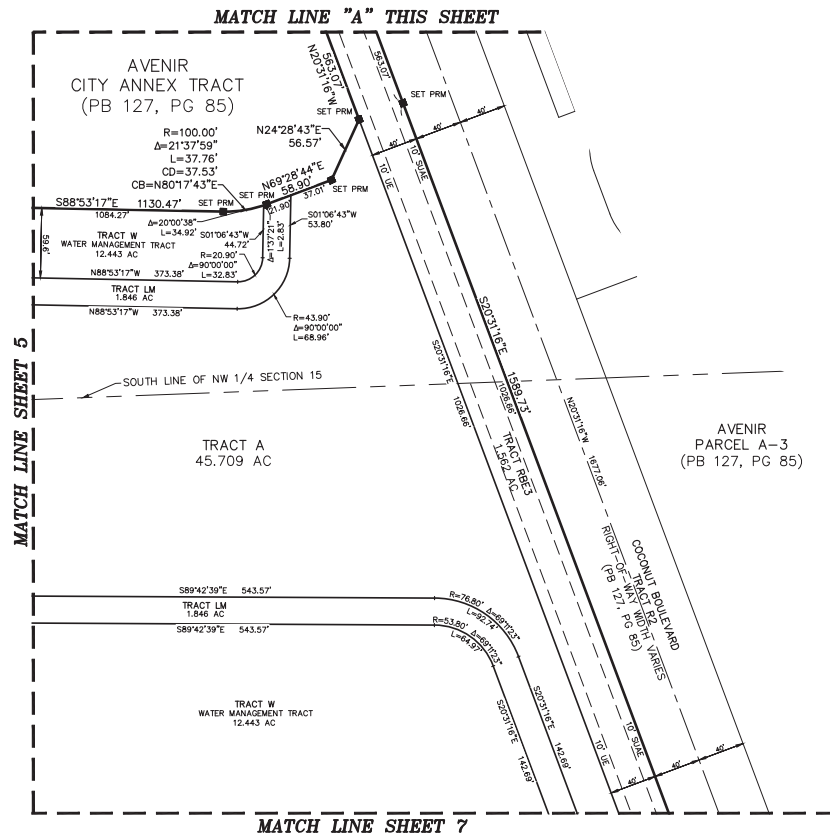
AVENIR PARCEL D

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

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



SHEET 6 OF 7



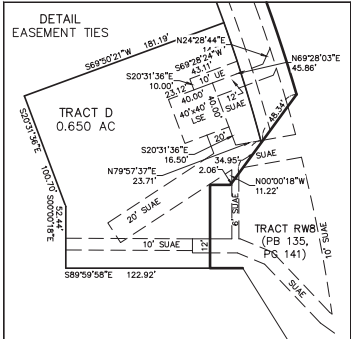
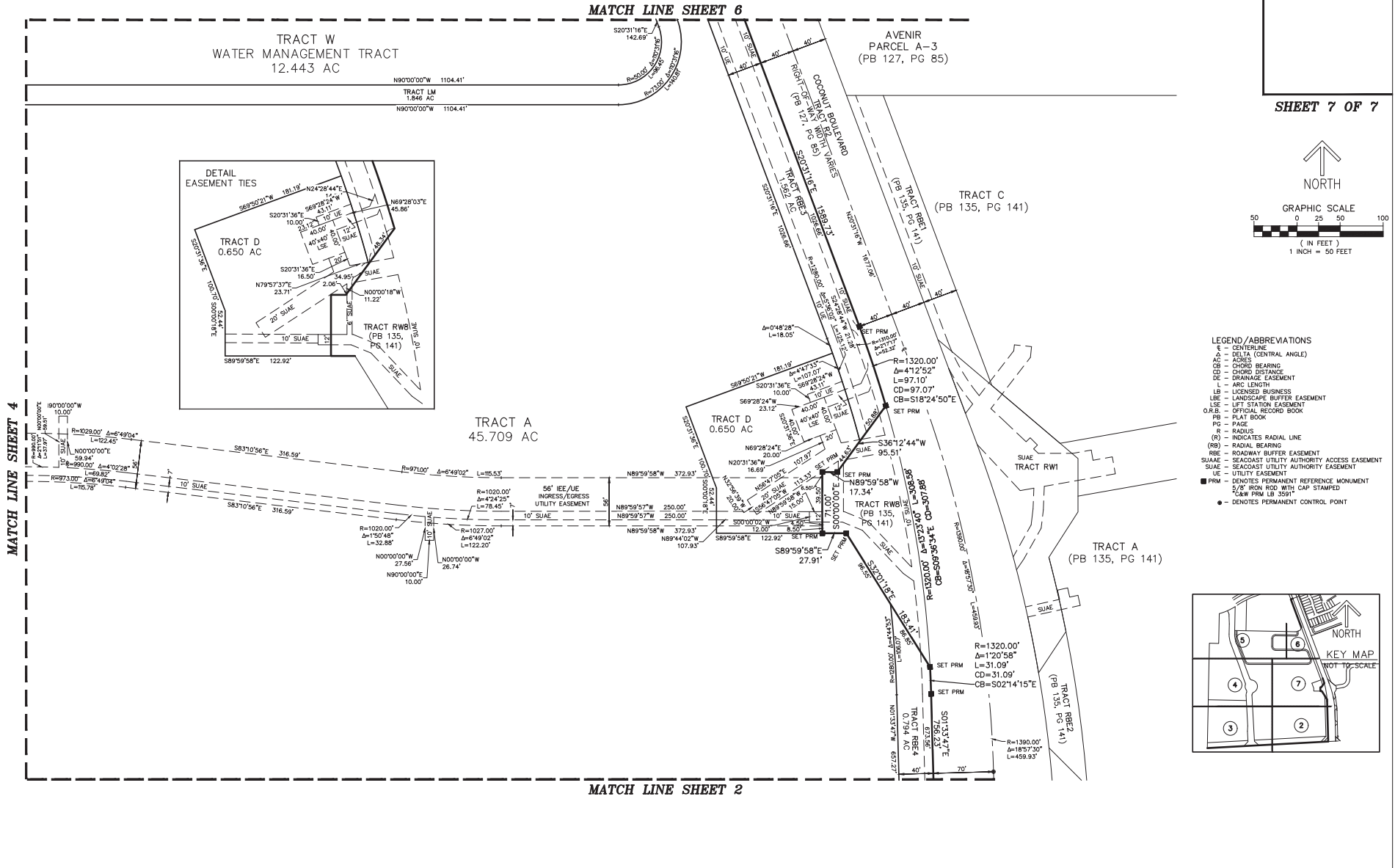
- LEGEND/ABBREVIATIONS**
- CL - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - AC - ACRES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - L - ARC LENGTH
 - LB - LICENSED BUSINESS
 - LBE - LANDSCAPE BUFFER EASEMENT
 - LS - LIFT STATION EASEMENT
 - O.R.B. - OFFICIAL RECORD BOOK
 -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

AVENIR PARCEL D

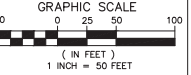
BEING A REPLAT OF A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA

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

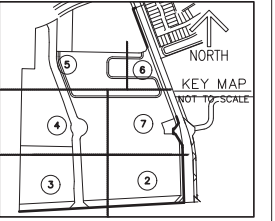
MATCH LINE SHEET 6



SHEET 7 OF 7



- LEGEND / ABBREVIATIONS**
- E - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - AD - ADJES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - L - ARC LENGTH
 - LB - LICENSED BUSINESS
 - LBE - LANDSCAPE BUFFER EASEMENT
 - LSE - LIFT STATION EASEMENT
 - ORB - OFFICIAL RECORD BOOK
 - PG - PAGE
 - R - RADIUS
 - (R) - INDICATES RADIAL LINE
 - (RB) - RADIAL BEARING
 - RBE - ROADWAY BUFFER EASEMENT
 - SUA/E - SEACOAST UTILITY AUTHORITY ACCESS EASEMENT
 - SUA - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
 - 2" & W IRON ROD WITH CAP STAMPED
 - - DENOTES PERMANENT CONTROL POINT



This Instrument Prepared by:

Name: Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
Address: 777 S. Flagler Drive, Suite 500
West Palm Beach, FL 33401

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this ____ day of December, 2023, by the **CITY OF PALM BEACH GARDENS**, a municipal corporation of the State of Florida, whose mailing address is 10500 North Military Trail, Palm Beach Gardens, Florida, 33410 (the “**Grantor**”), to the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created and existing in accordance with Chapter 190, Florida Statutes (“**District**”), whose address is c/o Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410, and to **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company (“**Avenir**”), whose mailing address is 777 S. Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401 (together, District and Avenir are the “**Grantee**”).

WITNESSETH: That Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a non-exclusive **EASEMENT**, over, upon, under, through and across that certain land situate in Palm Beach County, Florida, described in **Exhibit A** attached hereto (the “**Easement Area**”).

THIS GRANT OF EASEMENT, as described herein, is to be used for the purpose of Grantee completing any and all necessary environmental mitigation with respect to the Easement Area in accordance with the Conservation Area Management Plan for the Easement Area (“**Mitigation Work**”) and pursuant to South Florida Water Management District Permit 50-11383-P (Application No. 160822-4 issued August 17, 2017), as amended from time to time and the United States Army Corps of Engineers Permit No. SAJ-2015-00146 (collectively the “**Permits**”).

THIS GRANT OF EASEMENT shall be for a term commencing upon the date hereof and expiring upon Grantee’s final completion of the Mitigation Work. Prior to Grantee’s final completion of the Mitigation Work, Grantee shall be responsible for operation and maintenance, as required in the Permits, with respect to the Easement Area. Upon Grantee’s final completion of the Mitigation Work, Grantor shall thereupon immediately assume all operation and maintenance responsibilities under the Permits, with respect to the Easement Area and Grantee shall have no further operation and maintenance responsibility with respect to the Easement Area. Within thirty (30) days following completion of the Mitigation Work, Grantee shall execute and record an Abandonment of Easement in the Public Records of Palm Beach County.

By acceptance and use of this **GRANT OF EASEMENT**, Grantee hereby agrees, to the extent permitted by law, to indemnify and hold Grantor and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys’ fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with, the Grantee’s use of this **GRANT OF EASEMENT**, except to the

extent same are due to the negligence or intentional misconduct of Grantor or its successors or assigns. The obligations of the District under this paragraph shall not exceed the monetary limits on liability as set forth in Section 768.28, Florida Statutes. This provision shall survive the termination of this **GRANT OF EASEMENT**.

TO HAVE AND TO HOLD THE SAME unto the Grantee, its successors and assigns.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has hereto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

WITNESSES:

GRANTOR

CITY OF PALM BEACH GARDENS,
a municipal corporation of the State of Florida

Print Name

Address: _____

By: _____
Print Name:
Title:

Print Name

Address: _____

STATE OF FLORIDA }
 }
COUNTY OF _____ }

ss

The foregoing instrument was acknowledged before me this ___ day of December, 2023 by _____, as _____ of City of Palm Beach Gardens, a municipal corporation of the State of Florida, and who is () personally known to me or () has produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My Commission Expires:

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

WITNESSES:

GRANTEE

AVENIR COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special purpose
government

Print Name

Address: _____

By: _____
Print Name:
Title:

Print Name

Address: _____

STATE OF FLORIDA }
 }
COUNTY OF _____ }

ss

The foregoing instrument was acknowledged before me this ____ day of December, 2023 by _____, as _____ of Avenir Community Development District, a local unit of special purpose government, on behalf of the local unit, and who is () personally known to me or () has produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My Commission Expires:

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

WITNESSES:

GRANTEE

AVENIR DEVELOPMENT, LLC,
a Florida limited liability company

Print Name

Address: _____

Print Name

Address: _____

By: _____

Print Name:

Title:

STATE OF FLORIDA }

 }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ___ day of December, 2023 by _____, as _____ of Avenir Development, LLC, a Florida limited liability company, on behalf of the company, and who is () personally known to me or () has produced _____ as identification.

[NOTARY SEAL]

Notary: _____

Print Name: _____

Notary Public, State of Florida

My Commission Expires:

Exhibit A
Easement Area

This Instrument Prepared by:
Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive, Suite 500
West Palm Beach, FL 33401

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this ____ day of December, 2023, by the **CITY OF PALM BEACH GARDENS**, a municipal corporation of the State of Florida, whose mailing address is 10500 North Military Trail, Palm Beach Gardens, Florida, 33410 ("**Grantor**" or "**City**"), to **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company ("**Avenir**"), whose mailing address is 777 S. Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401 and to the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created and existing in accordance with Chapter 190, Florida Statutes ("**District**"), whose address is c/o Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410 ("**Grantees**").

WITNESSETH

WHEREAS, contemporaneously with the grant of this easement, Avenir granted a Special Warranty Deed to the CITY over the property described in Exhibit A (the "**Property**").

WHEREAS, Avenir Holdings, LLC obtained from the South Florida Water Management District ("SFWMD") Environmental Resource Permit ("ERP") number 50-11383-P (Application No. 160822-4 issued August 17, 2017) and from the United States Army Corps of Engineers Permit No. SAJ-2015-00146 issued May 25, 2018. Avenir Holdings, LLC assigned all rights and obligations in the Property and the Permits to Avenir Development, LLC. Modifications to the Permits were thereafter issued by the agencies in ERP numbers 50-102081-P and 50-104323-P; and SAJ-2015-00146 (MOD-KMM) Modification-01 (collectively "**Permits**").

WHEREAS, the SFWMD utilized the Uniform Mitigation Assessment Method (UMAM) to determine the amount of mitigation needed to offset adverse impacts to wetlands and other surface waters authorized in the ERPs, together with modifications thereto (functional loss). UMAM was also utilized to determine the functional gain achieved by the mitigation and restoration proposed by and successfully completed by Avenir and to be completed by Grantees.

WHEREAS, the mitigation already completed by Avenir offsets all impacts authorized under the Permits.

WHEREAS, Grantees intend to conduct additional restoration activities on the Property, which are authorized in the Permits ("**Restoration Work**"). The functional gain from the additional Restoration Work exceeds the ERP mitigation requirements necessary to offset functional loss attributable to the activities authorized in the Permits ("**Additional Functional Gain**").

WITNESSETH: That Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants unto the Grantees, their successors and assigns, a non-exclusive **EASEMENT**, over, upon, under, through and across that certain land situate in Palm Beach County, Florida, described in **Exhibit A**.

THIS GRANT OF EASEMENT, as described herein, is to be used for the purpose of providing Grantees access and authority to complete Restoration Work in accordance with the Conservation Area Management Plan for the Property.

THIS GRANT OF EASEMENT, as described herein, is also for the purpose of providing Avenir the control of and rights to the Additional Functional Gain which will result from the additional Restoration Work. This includes:

- a. The right for Avenir to utilize the Additional Functional Gain from restoration from the additional Restoration Work for other projects;
- b. The right for Avenir to provide or assign, to third parties, the Additional Functional Gain; and
- c. The right for Avenir to assign the easement access rights to third parties to enable the third parties to utilize the Additional Functional Gain.

THIS GRANT OF EASEMENT, as described herein, is also for the purpose of satisfying the documentation of Avenir's real property interest required in Rule 4.2.3(d), ERP Applicant's Handbook Volume I, necessary for Avenir to complete the Restoration Work described in the Permit and to utilize the Additional Functional Gain.

THIS GRANT OF EASEMENT shall be for a term commencing upon the date hereof and expiring upon Avenir's full utilization or assignment of all Additional Functional Gain.

The City agrees to cooperate and support any ERP modifications necessary to allow third party permittees to utilize the Additional Functional Gain, as may be required by the SFWMD.

By acceptance and use of this **GRANT OF EASEMENT**, Grantees hereby agree, to the extent permitted by law, to indemnify and hold Grantor and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys' fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with, the Grantees' use of this **GRANT OF EASEMENT**, except to the extent same are due to the negligence or intentional misconduct of Grantor or its successors or assigns. The obligations of the District under this paragraph shall not exceed the monetary limits on liability as set forth in Section 768.28, Florida Statutes. This provision shall survive the termination of this **GRANT OF EASEMENT**.

TO HAVE AND TO HOLD THE SAME unto the Grantees, their successors and assigns.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has hereto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

WITNESSES:

GRANTOR

CITY OF PALM BEACH GARDENS,
a municipal corporation of the State of Florida

Print Name

Address: _____

By: _____

Print Name:

Title:

Print Name

Address: _____

STATE OF FLORIDA }
 } ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ___ day of December, 2023 by _____, as _____ of City of Palm Beach Gardens, a municipal corporation of the State of Florida, and who is () personally known to me or () has produced _____ as identification.

[NOTARY SEAL]

Notary: _____

Print Name: _____

Notary Public, State of Florida

My Commission Expires:

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

WITNESSES:

GRANTEE

AVENIR DEVELOPMENT, LLC,
a Florida limited liability company

Print Name

Address: _____

By: _____

Print Name:

Title:

Print Name

Address: _____

STATE OF FLORIDA }
 }
COUNTY OF _____ } ss

The foregoing instrument was acknowledged before me this ___ day of December, 2023 by _____, as _____ of Avenir Development, LLC, a Florida limited liability company, on behalf of the company, and who is () personally known to me or () has produced _____ as identification.

Notary: _____

Print Name: _____

Notary Public, State of Florida

My Commission Expires:

[NOTARY SEAL]

Exhibit A
Easement Area

DESCRIPTION:

A PORTION OF TRACT O-17, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 135, PAGE 113 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT O-17, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 135, PAGE 113 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 368.38 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'02", A DISTANCE OF 122.61 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET; THENCE, NORTH 90°00'00" EAST, A DISTANCE OF 202.26 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 920.00 FEET, THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°35'40", A DISTANCE OF 138.00 FEET; THENCE, SOUTH 08°35'40" WEST, A DISTANCE OF 12.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 35' 40", HAVING A RADIUS OF 908.00 FEET, HAVING AN ARC DISTANCE OF 136.20 FEET, AND WHOSE LONG CHORD BEARS NORTH 85° 42' 10" WEST FOR A DISTANCE OF 136.07 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 202.26 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 88.00 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 90.69 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 262.00 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'02", A DISTANCE OF 128.50 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 88.00 FEET, THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 90.69 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 368.38 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,325 SQUARE FEET, 0.283 ACRES, MORE OR LESS.

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

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 90°00'00" EAST ALONG THE NORTH LINE OF TRACT O-17, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 135 PAGE 113, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON NOVEMBER 10, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

SHEET 1 OF 5

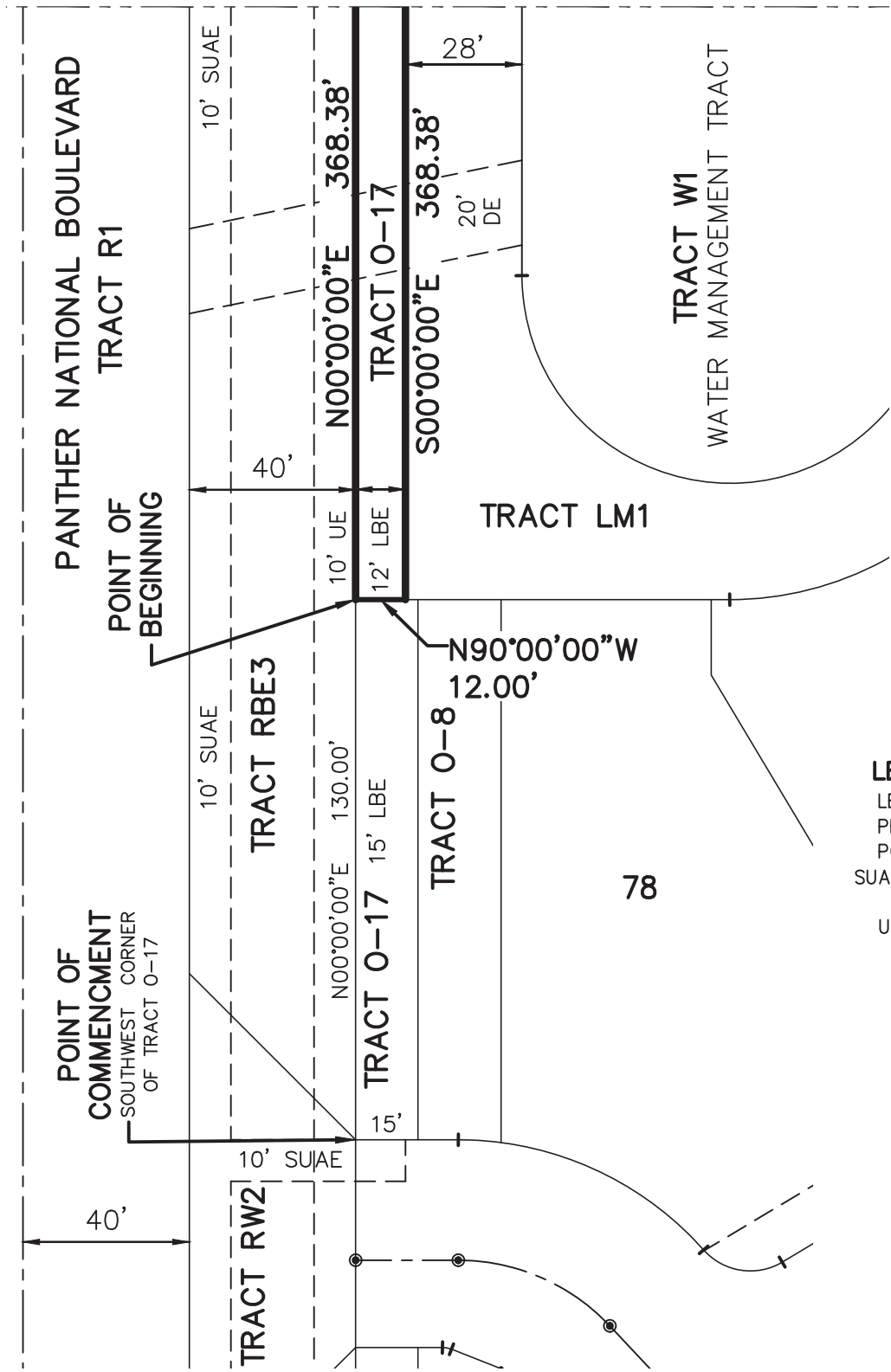


CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

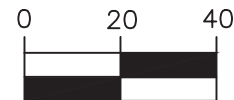
DATE	11/10/2023
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**POD 20
PORTION OF TRACT O-17
SKETCH OF DESCRIPTION**

SEE SHEET 3



GRAPHIC SCALE



(IN FEET)
 1 INCH = 40 FT.

LEGEND:

- LBE - LANDSCAPE BUFFER EASEMENT
- PB - PLAT BOOK
- PG - PAGE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

SHEET 2 OF 5



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

POD 20
 PORTION OF TRACT O-17
 SKETCH OF DESCRIPTION

DATE	11/10/2023
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

SEE SHEET 4

R=100.00'
Δ=59°03'01"
L=103.06'

R=88.00'
Δ=59°03'01"
L=90.69'

R=262.00'
Δ=28°06'02"
L=128.50'

28'

PANTHER NATIONAL BOULEVARD
TRACT R1

10' SUAE

20'
DE

10' UE

30'
DE

N00°00'00"E 368.38'

TRACT O-17

S00°00'00"E 368.38'

TRACT RB E3

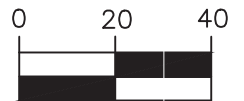
12' LBE

TRACT LM1

TRACT W1
WATER MANAGEMENT TRACT



GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.

LEGEND:

- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- Δ - DELTA (CENTRAL) ANGLE
- R - RADIUS
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

SEE SHEET 2

SHEET 3 OF 5



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

POD 20
 PORTION OF TRACT O-17
 SKETCH OF DESCRIPTION

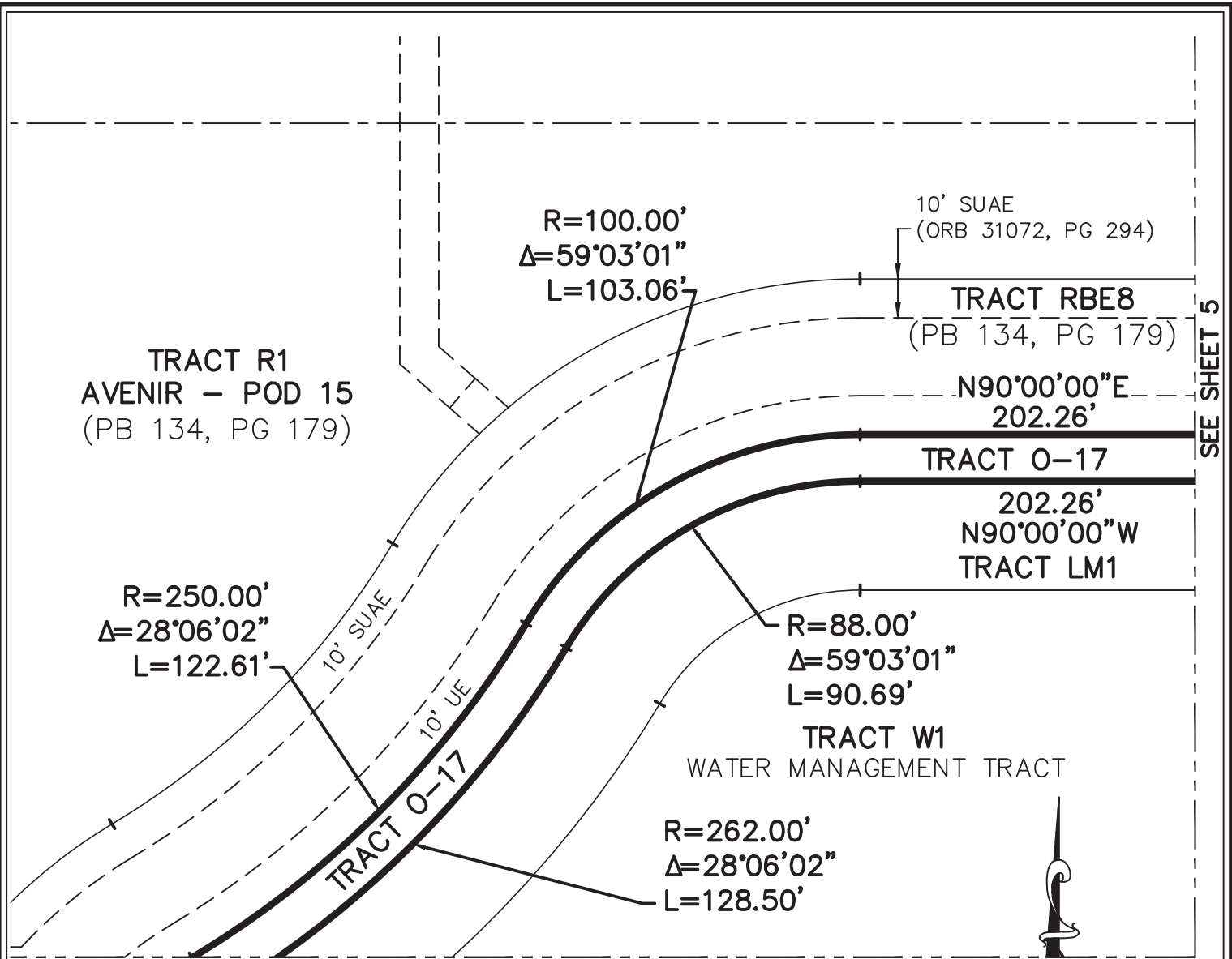
DATE 11/10/2023

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

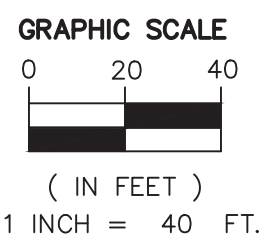


SEE SHEET 5

SEE SHEET 3

LEGEND:

- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- Δ - DELTA (CENTRAL) ANGLE
- R - RADIUS
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT



SHEET 4 OF 5



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



DATE	11/10/2023
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**POD 20
 PORTION OF TRACT O-17
 SKETCH OF DESCRIPTION**

AVENIR DRIVE

TRACT R1
AVENIR - POD 15
(PB 134, PG 179)

10' SUAЕ
(ORB 31072,
PG 294)

$R=920.00'$
 $\Delta=8^{\circ}35'40''$
 $L=138.00'$

NORTH LINE OF TRACT 0-17
(BEARING BASIS)

$N90^{\circ}00'00''E$ 202.26'

10' UE

TRACT RBE8
(PB 134, PG 179)

SEE SHEET 4

12'
TRACT 0-17

$N90^{\circ}00'00''W$ 202.26'

12' LBE

15' LBE

28'
TRACT LM1

20'
DE

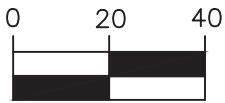
$R=908.00'$
 $\Delta=8^{\circ}35'40''$
 $L=136.20'$
 $CD=136.07'$
 $CB=N85^{\circ}42'10''W$

$S08^{\circ}35'40''W$
12.00'

TRACT W1
WATER MANAGEMENT TRACT



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

LEGEND:

- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- Δ - DELTA (CENTRAL) ANGLE
- R - RADIUS
- SUAЕ - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

66

SHEET 5 OF 5



CAULFIELD & WHEELER, INC.

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

DATE 11/10/2023

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

POD 20
PORTION OF TRACT 0-17
SKETCH OF DESCRIPTION

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR MITIGATION SERVICES
PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA**

Notice is hereby given that the Avenir Community Development District (“District”) will receive proposals for the **Avenir Mitigation Maintenance Phase 1, 2A, 2B and 3** (the “Project”).

The contract will require vendors to provide mitigation services for the Project, as more particularly described in the Project Manual and in accordance with the plans and specifications. The Project Manual is available by contacting the District Engineer, Carlos J. Ballbe, P.E. at BALLBE & ASSOCIATES, INC., 2737 NE 30th Place, Fort Lauderdale, Florida 33306, or at carlos@baeng.us.

The Project Manual will include, but is not be limited to, the Request for Proposals, contract documents, maintenance plans and specifications.

There will be a **mandatory virtual pre-proposal conference** held via Zoom on **November 3, 2023, at 11:30 a.m.** Participants may attend the Meeting and provide questions or comments by accessing the meeting through the link provided on the District’s website, www.avenircdd.org, or by utilizing the following login information:

Join by URL for VIDEO ACCESS at: <https://us02web.zoom.us/j/3341025012>

Meeting ID: 334 102 5012

Join by PHONE for TELEPHONIC ACCESS at: 312-626-6799

Proposals will be evaluated in accordance with the criteria included in the Project Manual. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so.

Any person who wishes to protest this notice or the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the publication date of the notice, for protests related to the notice, or, for protests related to the Project Manual, within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Firms desiring to provide services for the Project must submit one (1) electronic copy of the required proposal **via email to the District Manager at jpierman@sdsinc.org** with subject marked **“Avenir Mitigation Maintenance RFP Response”** no later than **November 15, 2023, at**

12:00 p.m. Although the District Manager will endeavor to acknowledge receipt of each email, it is ultimately the responsibility of each firm to confirm that their proposal was received prior to the deadline.

The District Manager and District Engineer will conduct a special public meeting on **November 15, 2023, at 12:30 p.m.** at the District Manager's office, located at 2501A Burns Road, Palm Beach Gardens, FL, 33410, to open the proposals. In-person attendance is permitted, but participants are encouraged to attend the meeting via Zoom and provide questions or comments by accessing the meeting through the link provided on the District's website, www.avenircdd.org, or by utilizing the following login information:

Join by URL for VIDEO ACCESS at: <https://us02web.zoom.us/j/3341025012>

Meeting ID: 334 102 5012

Join by PHONE for TELEPHONIC ACCESS at: 312-626-6799

No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190 of the Florida Statutes. A copy of the agenda for the meeting may be obtained from the District Manager, at the District's Manager's office, or (561) 630-4922. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at (561) 630-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Proposals shall be in the form provided in the Project Manual and submitted pursuant to the Instructions to Proposers. As noted below, proposals will be opened publicly at that date, time, and location; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

All questions regarding the Project Manual or the Project shall be directed in writing only to the District Engineer, Carlos J. Ballbe, P.E. at BALLBE & ASSOCIATES, INC., 2737 NE 30th Place, Fort Lauderdale, Florida 33306, or at carlos@baeng.us. No phone inquiries, please.

District Manager

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

PUBLISH: PALM BEACH DAILY BUSINESS REVIEW



November 10, 2023

Mr. Jason Pierman
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, FL 33410

RE: Avenir Mitigation Maintenance Phase 1, 2A, 2B, and 3

Dear Jason:

The undersigned, as Bidder, hereby declares that he is acquainted with the site of the construction as shown on the plans and has fully acquainted himself with the work to be done; that he has thoroughly examined the specifications and all contract documents pertaining thereto; and has read any and/or all addenda issued prior to the opening of the bids.

The bidder proposes and agrees, if this proposal is accepted, to furnish all necessary materials, tools, construction equipment, transportation, and labor to complete the Work as shown, detailed, and described in the specifications and on the drawings.

It is understood by the Bidder that no additional compensation shall be allowed for extra work unless authorized in writing by the District.

The Bidder agrees that, if awarded the Contract, he will sign the Contract Documents within fifteen (15) calendar days of the award of the bid, that he will commence the work on the date stated in the notice to proceed, and that he will complete the work within 365 calendar days, thereafter.

The Bidder is licensed as necessary to perform the work or services contemplated by this bid and holds License No.s CM27570 and CM25914 issued by Florida Department of Agriculture and Consumer Services.

Please refer to the attached documents and forms for all required supporting information for this bid.

BIDDER: EW Consultants, Inc.

ADDRESS: 1000 SE Monterey Commons Boulevard, Suite 208, Stuart, FL 34996

BY: _____
Edward R. Weinberg

TITLE: President

ATTACHMENT 1

SCOPE OF SERVICES WITH QUANTITIES AND PRICES

SCOPE OF SERVICES

Task 1 –Mitigation Area Maintenance of 1,594 +/- Acres of Mitigation Areas -

Under this Task, we will conduct the required habitat maintenance and monitoring of approximately 1,594 acres which comprise Phase 1, Phase 2A, Phase 2B, and Phase 3 mitigation areas. Please refer to the attached map for the approximate limits of the referenced mitigation phases. This maintenance effort is scheduled to begin October 1, 2023.

Project Management -

We will provide a qualified restoration biologist to direct the habitat maintenance activities within the 1,594 +/- acres of mitigation areas. The project manager will provide operational direction, scheduling, subcontractor management, and quality control services as part of the overall project direction. The project manager will provide for all necessary compliance reporting to permit agencies, restricted use chemical management, and prepare required annual monitoring report submittals to SFWMD, U.S. Army Corps of Engineers, and the City of Palm Beach Gardens.

Vegetative Maintenance Control Treatments -

The project area for the habitat maintenance treatment will be comprised of approximately 1,594 acres as shown on the attached map. The vegetative maintenance control treatment process will entail the following activities.

1) Invasive Species Surveillance and Spot Treatment –

This activity will entail using field crews, properly labeled herbicides, and herbicide spray equipment for treatment of re-growth and new recruitment of invasive non-native species, primarily Brazilian pepper, melaleuca, Australian pine, earleaf acacia, and old world climbing fern. Treated vegetation will be left in place to decay naturally.

2) Invasive Grasses/Herbaceous Species Broad Spectrum Treatment –

This activity will entail application of properly labeled foliar herbicide to invasive grasses and herbaceous species in the restored prairie areas. The process involves preparation (selective mowing of invasive grass species) followed by herbicide application with specialized equipment to avoid treatment of non-target species. Treated vegetation will be left in place to decay naturally.

3) Invasive Wildlife Species Control -

This activity will entail a professional invasive wildlife control specialist to assist in control and removal of invasive wildlife species within the areas under habitat maintenance. The primary target species will be wild hogs, as they cause significant damage throughout the mitigation areas, and without control, will also cause damage in the development area.

4) Native Vegetation Thinning/Biomass Control –

This effort will entail conducting ongoing selective cutting and thinning of nuisance level native species as necessary throughout the 1,594 +/- acre maintenance area. We will utilize a combination of forestry mulching equipment, roller chopping, and selective mowing to maintain native vegetation species below nuisance levels where necessary. If permissible through state and local agencies, this effort will also include conducting prescribed fire management.

5) Compliance Monitoring Reports and Coordination –

Under this task, we will prepare the required annual monitoring report for the 1,594 +/- acre area under active maintenance. This will include purchase and installation of specified water level monitoring wells, as well as any required replacement of this equipment where already installed. Data collection and reporting will be conducted in December 2023 for submittal in accordance with required permit schedules. Reports will be provided to SFWMD, U.S. Army Corps of Engineers, and the City of Palm Beach Gardens.

Trail Maintenance –

There is an existing trail network within approximately 303 acres, however, trails have not yet been designed or established elsewhere in the remaining 1,291 +/- acres. Under this task, we will conduct trail maintenance for the existing trail network. Maintenance activity will include weed and brush control in the wooded areas, rototilling and grooming in the pasture trail areas, and installation/maintenance of trail signage.

These Task 1 services will be provided for a total of 12 months from the date of receiving Notice to Proceed. Task 1 services will be billed at \$59,250.00 per month for a 12-month lump sum fee of \$711,000.00.

ATTACHMENT 2

COMMERCIAL APPLICATOR LICENSES

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



**Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27570**

WEINBERG, EDWARD R 4172 SW GROVE STREET PALM CITY, FL 34990	<u>Categories</u> 21, 5A
Issued: July 20, 2022	Expires: July 31, 2026
<i>Nicole Fried</i>	
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER	
<small>The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.</small>	

To renew a pesticide applicator license, applicators must first become recertified. Recertification is accomplished by either retaking the certification exams or accumulating Continuing Education Units (CEUs). See Table 2 in the Pesticide Applicator Certification and Licensing in Florida handbook located at <http://pested.ifas.ufl.edu/pdfs/Pesticide-Applicator-Cert-Licensing.pdf> for information on Recertification.

The bottom two cards are for your Authorized Purchasing Agents (APAs). Please sign the card in the space provided and give to your APA to sign. APAs are authorized to purchase RUPs.



**For questions, comments or concerns,
Contact us at:**

**Florida Department of Agriculture and
Consumer Services
Pesticide Certification Office
3125 Conner Blvd, Bldg 8
Tallahassee, FL 32399-1650**

**Phone: (850) 617-7870
Fax: (850) 617-7895**



This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License License # CM25914	
WEINBERG, PATRICK EDWARD 8913 SE COLONY ST HOBE SOUND, FL 33455	<u>Categories</u> 5A, 21
Issued: March 30, 2023	Expires: January 31, 2027
Signature of Licensee	 WILTON SIMPSON, COMMISSIONER
<small>The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.</small>	

To renew a pesticide applicator license, applicators must first become recertified. Recertification is accomplished by either retaking the certification exams or accumulating Continuing Education Units (CEUs). See Table 2 in the Pesticide Applicator Certification and Licensing in Florida handbook located at <http://pested.ifas.ufl.edu/pdfs/Pesticide-Applicator-Cert-Licensing.pdf> for information on Recertification.

The bottom two cards are for your Authorized Purchasing Agents (APAs). Please sign the card in the space provided and give to your APA to sign. APAs are authorized to purchase RUPs.



For questions, comments or concerns, Contact us at:

**Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
3125 Conner Blvd, Bldg 8
Tallahassee, FL 32399-1650**

**Phone: (850) 617-7870
Fax: (850) 617-7895**



ATTACHMENT 3

SCRUTINIZED COMPANY CERTIFICATION

Scrutinized Company Certification

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME:

EW CONSULTANTS, INC.

SIGNATURE and DATE:

Edward K. Weinberg 10/30/23

NAME AND TITLE:

EDWARD K. WEINBERG, PRESIDENT

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

ATTACHMENT 4

QUALIFICATIONS



ABOUT EW CONSULTANTS, INC.

EW Consultants, Inc. is a company of environmental and natural resource professionals with expertise in a wide variety of environmental realms. We specialize in environmental assessments, water quality evaluation and monitoring, wetland delineation, listed species surveys, wetland and upland monitoring, stormwater restoration design, wetland and upland natural systems restoration design, natural resource and land management, permit compliance, vegetation inventories, bioassessments, permitting feasibility analyses, and multi-agency government coordination and permitting on the federal, state, and local levels. We have been involved in over 300 diverse environmental projects throughout the state of Florida. All of these projects have required close coordination with applicable permitting agencies. As a result, we have developed close working relationships with county staff, the Water Management Districts, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service.

The EW Consultants, Inc. fundamental philosophy consists of technical excellence, creativity, and continuous coordination. This combination provides clients with leading edge analyses to address existing and forthcoming environmental challenges and practical regulatory results through long-standing relationships and communication with agency personnel.

Our clients span all sectors and our proven successes show our ability to work with a wide range of interests. Through our experience, we have developed a variety of unique qualifications and capabilities to provide these services and the skill set to assist with projects with complex and multifaceted components. We have successfully led efforts to obtain environmental permits on the federal, state, and local level for residential and commercial developments, assisted public utilities with addressing the consumptive use and discharge permits, and designed and implemented recreational trails and associated interpretative educational signage.

The collective experience of the EW Consultants, Inc. personnel totals over 100 years in professional natural resource and public utility consultation. We not only have well-versed and motivated scientific and permitting staff, but the firm has in-house AutoCADD capabilities.

ATTACHMENT 5

CORPORATE CERTIFICATE

State of Florida

Department of State

I certify from the records of this office that EW CONSULTANTS, INC. is a corporation organized under the laws of the State of Florida, filed on September 18, 1997, effective September 15, 1997.


The document number of this corporation is P97000081487.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 30, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of January, 2023*




Secretary of State

Tracking Number: 3181869656CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
 Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 2581 METROCENTRE BLVD Ste 1
 WEST PALM BEACH, FL 33407

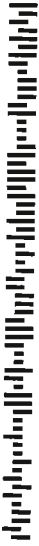
TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
BUSINESS CONSULTANT	EW CONSULTANTS INC		B23.657960 07/11/2023	\$33.00	B40135796

This document is valid only when receipted by the Tax Collector's Office.

EW CONSULTANTS INC
 EW CONSULTANTS, INC
 1000 SE MONTEREY COMMONS BLVD STE 208
 STUART FL 34996-3342



721
 5553



STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201247993
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

L

J

ATTACHMENT 6

SMALL BUSINESS ENTERPRISE CERTIFICATE



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

September 29, 2021

REGISTERED VENDOR NO.: 109909

Mr. Edward Weinberg, President
EW Consultants, Inc.
1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996

**CERTIFICATION EFFECTIVE DATE:
October 16, 2021**

**CERTIFICATION EXPIRATION DATE:
October 16, 2024**

Dear Mr. Weinberg:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Environmental Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Dollar".

Jennifer Dollar for
Joni Lynn Fox
Sr. Contract Compliance Specialist
Procurement Bureau

JLF/jd

ATTACHMENT 7

EVALUATION CRITERIA SUMMARY

EW Consultants, Inc. Personnel –

For this project, Ed Weinberg will serve as Principle in Charge with oversight and direction of the project progress and assignment of resources. Mr. Weinberg has been involved as the environmental consultant and natural resource restoration professional on the subject property for more than 20 years. Through the course of multiple due diligence evaluations of the property, environmental permitting for the overall Avenir project, and directing the habitat restoration program, he has been “hands on” with this project throughout. A copy of his resume is provided in this attachment.

The Project Manager will be Patrick Weinberg. Patrick has been a part of the entire habitat restoration program at Avenir from its very inception. With experience starting as a herbicide spray technician through development of work plans and implementation of multiple habitat restoration techniques, he has been on the site managing multiple crews and subcontractors nearly every day since 2019. He will provide the day to day operations direction, management of crew efforts, and compliance monitoring for this habitat maintenance project.

Experience and Familiarity with the Project -

From the very beginning of the Avenir project more than 10 years ago, EW Consultants has been the lead environmental assessment, environmental permitting, and habitat restoration professionals for the project. We prepared the approved habitat restoration and management plan the specifies the habitat maintenance and monitoring scope of this project. There are no environmental professionals with our level of experience and familiarity with the Avenir Mitigation Maintenance project.

Understanding Scope of Work -

Our firm prepared the Scope of Work for this project, and we fully understand the resources, effort, and means necessary to complete the specified scope.

Price -

We have provided a total bid price of \$711,000.00 as a lump sum. Services will be billed at \$59,250.00 per month beginning upon receipt of notice to proceed.

Schedule -

The project duration is one year, and thus the required schedule duration is 366 days (2024 Leap Year).



Edward R. Weinberg

President

Education

- | | | |
|-------------|---|----------------------------|
| 1987 | Florida Institute of Technology
Master of Science in Oceanography | Melbourne, FL |
| 1985 | St. Bonaventure University
Bachelor of Science in Biology <i>cum laude</i> | St. Bonaventure, NY |

Certification

**U.S. Army Corps of Engineers Certified Wetland Delineator,
Jacksonville District (program discontinued)**

Experience

- | | | |
|-----------------------|---|-------------------|
| 1997 – present | EW Consultants, Inc.
President | Stuart, FL |
| 1987-1997 | Kimley-Horn and Associates
Project Scientist, Project Manager, Associate, Shareholder
Office Manager – Stuart Office | Stuart, FL |

Professional Affiliations

**Society of Wetland Scientists
National Association of Environmental Professionals
Florida Association of Environmental Professionals
American Water Works Association
American Membrane Technology Association
Treasure Coast Builders Association**

Civic Activities

**St. Lucie River Initiative, Board of Directors 1995-2005
Business Development Board of Martin County, 1995-present
President 1999-2000
Economic Council of Martin County 1995-present Chairman,
2007, 2023**

Expert Testimony

Lost Tree Village Ch. 120 Permit Appeal: Indian River County, Florida, 1992 – Wetland quality and permitting testimony in deposition, not called to testify at hearing.

Seabreeze Shoppes: Martin County, Florida, 1999 – Wetland, endangered species, and environmental permitting testimony at 19th Circuit hearing.

Peacock Pond Eminent Domain: Wellington, Florida, 2000 – Wetland and environmental permitting testimony in eminent domain trial.

Ranger Construction Industries: Daytona Beach, Florida, 2002 – Wetland, prescribed fire, and environmental permitting testimony in deposition and at trial for construction litigation, 7th Circuit.

Florida Inland Navigation District: Martin County, Florida, 2003 – Wetland and environmental permit testimony in deposition for eminent domain, not called to trial.

Provident Land, LLC: West Palm Beach, Florida, 2004 – Wetland and environmental permitting feasibility testimony at deposition for eminent domain, case settled before trial.

Martin County Utilities Ch. 120 Permit Appeal: Martin County, Florida, 2004 – Wetland qualitative evaluation and permitting advice in preparation for Ch. 120 hearing, case continued.

City of Port St. Lucie Utilities, Port St. Lucie, Florida, 2004 – Environmental resource permitting and resource assessment advice in preparation for administrative hearing, case settled prior to hearing.

Publications

Weinberg, Edward R. and J. Potts. 2003. *Shallow Ocean Discharge Permitting of Brackish Water Reverse Osmosis Concentrate.* **AWWA Membrane Technology Conference, Atlanta, GA.**

Weinberg, Edward R. 2002. *Importance of Concentrate Disposal in Developing Future Water Supplies.* **AMTA Bi-Annual Conference, Tampa, FL.**

Weinberg, Edward R. 2002. *A Novel Permitting Approach for Surface Water Discharge of a Membrane Softening Concentrate.* **AMTA Bi-Annual Conference, Tampa, FL.**

Weinberg, Edward R. 1999. *A Methodology for Calculating Actual Dilution of a Membrane Concentrate Discharge to Tidal Receiving Waters.* **AWWA Membrane Technology Conference, Long Beach, CA.**

Weinberg, Edward R. 1997. *A Comparison of the Laboratory Analysis and Receiving Water Effects of a Reverse Osmosis Concentrate Discharge.* **AWWA Membrane Technology Conference, New Orleans, LA.**

Whiting, David, Steve Wolfe, and Technical Advisory Committee (10 members including E. Weinberg. 1997. *Toxicity From Major-Seawater-Ion "Imbalance".* **AWWA Membrane Technology Conference, New Orleans, LA.**

Weinberg, Edward R. 1996. *A Methodology for Measuring Ion Balance Toxicity in Membrane Concentrates.* **American Desalting Association Biennial Conference and Exposition, Monterey, CA.**

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**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**



AVENIR

**MASTER TRUST INDENTURE
ENGINEER'S REPORT
FISCAL YEAR 2023**

Prepared for:

Board of Supervisors
Avenir Community Development District

Prepared by:



BALLBÉ & ASSOCIATES, INC.
3564 N. Ocean Boulevard
Fort Lauderdale, FL 33308
(954) 491-7811

Project Number:
201622

October 2023

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PART I: INTRODUCTION

Pursuant to the Master Trust Indenture between the Avenir Community Development District (the "District") and Regions Bank (the "Trustee") relating to the Avenir Community Development District Special Assessment Bonds (the "Bonds"), this Engineer's Report for Fiscal **Year 2023** (the "Report") was prepared by Ballbé & Associates, Inc., (the "District Engineer") on behalf of the Avenir Community Development District Board of Supervisors (the "Board"), the governing body of the District, for the purposes of inspecting any portions of the **Avenir Assessment Area One, Avenir Assessment Area Two and Avenir Assessment Area Three** (the "Project") lands owned by the District and provide the following information:

- (i) Report its findings as to whether such portions of the Project owned by the District have been maintained in good repair, working order and condition.
- (ii) Provide its recommendations as to the proper maintenance, repair and operation of the Project during the ensuing Fiscal Year.
- (iii) Provide an estimate of the amount of money necessary for such purpose.

The District is located in the City of Palm Beach Gardens (the "City"), Palm Beach County, Florida and was established pursuant to Chapter 190, Florida Statutes, for the development of the public infrastructure and required public improvements to service the Avenir Planned Community Development (the "Development") and to provide for the acquisition, financing, long term administration and management of such public infrastructure improvements. Avenir Development, LLC (the "Developer") is managing the construction of the improvements in the Project on behalf of the District.

Information provided in this Report was obtained by the District Engineer who has considered and in certain instances relied upon opinions, information and documentation prepared or supplied by others, which may have included public officials, public entities, Special District Services, Inc. (the "District Manager") and other professionals and contractors.

PART II: GENERAL PROPERTY INFORMATION

A. Location

The District is located in the City of Palm Beach Gardens (the "City"), more particularly described as being situated North of Northlake Boulevard, South of Beeline Highway, East of Grapeview Boulevard and West of Stonewall Drive. The land lies the following sections:

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

For a depiction of the District's boundary please refer to **Exhibit 1**.

B. General Information

The District's property consists of approximately 2,427.50 gross acres which will be subdivided into several parcels for the uses specified above, along with the required roadways, lakes and landscape buffers depicted in the master plan. A large portion of the site is clear of vegetation and is currently being used for farming purposes. The balance of the site consists of environmentally sensitive lands and upland areas which have not been cleared.

C. Assessment Area One General Information

The District Special Assessment Bonds, Series 2018-1 & 2018-2 (Assessment Area One Project), the District Special Assessment Bonds, Series 2018-3 (Clubhouse Project) and the District Special Assessment Bonds, Series 2019-1 (Parcels A6-A9 Project) are herein collectively referred to as the "Bonds". Proceeds from the Bonds are being used to fund the construction of the Project and the Clubhouse.

Please refer to **Exhibit 2** attached showing the limits of Assessment Area One. The Development is being constructed in phases. Following please find a brief description of the improvements under construction in Fiscal Year 2023 along with the status and ownership/maintenance responsibility:

Item #	Improvement Description	Status	Ownership Maintenance
1	Master water management system – lakes	Complete	District
2	Master water management system – lake interconnects	Complete	District
3	Spine Road Phase One – water distribution and sewage collection system	Complete	Seacoast Utility Authority
4	Spine Road Phase One – lift stations and transmission system	Complete	Seacoast Utility Authority
5	Spine Road Phase One – drainage system, paving, sidewalks and related work	Complete	District
6	Spine Road Phase One – landscape and irrigation	Complete	District
7	Spine Road Phase One – streetlights and dry utilities	Complete	Florida Power & Light
8	Spine Road Phase One – entry features	Complete	District
9	Mecca Water Main Extension Canal Aerial Crossing Mecca Water Main Extension	Complete	Palm Beach County Water Utilities Department Seacoast Utility Authority
10	Clubhouse	Complete	District
11	Avenir Phase One Mitigation Environmental Restoration	Complete	District

D. Parcel A-4 Sub-Assessment Area General Information

Below please find the planned use for the Project within the corresponding Parcel A-4 Sub-Assessment Area within Assessment Area One:

Parcel I.D.	Product/Use	No. of Units
A-4	80'x140' residential lot	107
Total Number of Units =		107

The infrastructure improvements required for the Parcel A-4 Sub-Assessment Area (refer to **Exhibit 3**) consist of public improvements, community facilities and basic infrastructure needed to serve that sub assessment area. Said improvements are being funded by the District by the issuance of its Special Assessment Bonds, Series 2019B Bonds (the "Tax Exempt Bonds") and by the issuance of its Taxable Special Assessment Bonds, Series 2019B Bonds (the "Taxable Bonds"), collectively referred as the "Series 2019-B Bonds."

Following please find a brief description of the improvements under construction in Fiscal **Year 2023** along with the status and ownership/maintenance responsibility:

Item #	Improvement Description	Status	Ownership Maintenance
1	Water management system	Complete	District
2	Water Distribution and Sewage Collection System	Complete	Seacoast Utility Authority
3	Landscape & Irrigation Common Areas	Complete	District/HOA
4	Walls, Hardscape & Sidewalks Common Areas	Complete	District/HOA

E. 2021 Assessment Area Two - General Information

Below please find the parcels within the Assessment Area Two – 2021A Project Area and the planned uses that will benefit from the Assessment Area Two – 2021A Project:

Parcel I.D.	Product/Use	No. of Units
A-10 & A-11	70' wide residential	172
	80' wide residential	101
A-12 (PN)	90' wide residential	139
A-13 (PN)	125' wide residential	12
	175' wide residential	15
A-14 (PN)	125' wide residential	43
	175' wide residential	9
A-15 (GL)	50' wide residential	358
	62' wide residential	204
A-18	80' wide residential	110
A-20	55' wide residential	78
	65' wide residential	68
A-21	80' wide residential	128
Golf Course	Recreational	217.57 acres
Charter School	Educational	7.263 acres
TOTALS =		1,437 units 889.96 acres

The District issued Special Assessment Bonds for the Assessment Area Two – 2021A Project in one or more series (herein, the “2021A Bonds”) to finance and refinance a portion of the Project. Proceeds from the Bonds are being used to fund the construction of the Project.

Please refer to **Exhibit 4** attached showing the limits of Assessment Area Two. The Development is being constructed in phases. Following please find a brief description of the improvements under construction in Fiscal Year 2023 along with the status and ownership/maintenance responsibility:

Item #	Improvement Description	Status	Ownership Maintenance
1	Surface water management and drainage system, including related land acquisition	In Progress	District
2	Master drainage system and drainage pump station	In Progress	District
3	Wastewater collection/transmission system	In Progress	Seacoast Utility Authority
4	Water distribution system	In Progress	Seacoast Utility Authority
5	Roadways including related land acquisition	Land acquisition complete Roadway in progress	District
6	Open space and recreation areas, including land acquisition	In Progress	District
7	Landscaping, irrigation, entrance features, hardscapes	In Progress	District
8	Conservation area mitigation	In Progress	District

The District issued the 2021B Bonds for the Assessment Area Two – 2021B Project in one or more series to finance land acquisition. The 2021B Bonds were secured by all the assemble lands within Assessment Area Two but excluding Parcels A-12, A-13 and A-14, and excluding the Golf Course Parcel and the Charter School Parcel (herein the “Assessment Area Two – 2021B Project Area”).

F. Special Assessment Bonds (Panther National Residential Project) – General Information

In addition to the above listed improvements, the District issued bonds to fund the estimated costs for the public infrastructure for Panther National

Assessment Area described below:

Parcel I.D.	Product/Use	No. of Units
A-12 (PN)	90' wide residential	139
A-13 (PN)	125' wide residential	12
	175' wide residential	15
A-14 (PN)	125' wide residential	43
	175' wide residential	9
TOTALS =		218 units 139.09 acres

Following please find a brief description of the improvements under construction in Fiscal **Year 2023** along with the status and ownership/maintenance responsibility:

Item #	Improvement Description	Status	Ownership Maintenance
1	Surface water management and drainage system	Complete	District
2	Wastewater collection/transmission system	In Progress	Seacoast Utility Authority
3	Water distribution system	In Progress	Seacoast Utility Authority
4	Roadways (surface water management and drainage related items only)	In Progress	District

G. Assessment Area Three - General Information

Below please find the parcels within the Assessment Area Three and the planned uses that benefit from the Assessment Area Three – 2023 Project:

Parcel I.D.	Product/Use	No. of Units
A-16	50' wide residential	283
	60' wide residential	208
A-17	65' wide residential	125
A-19	65' wide residential	135
Parcel "D"	Professional Office/Medical	97.44 acres
Parcel "H"	Agriculture	11.43 acres
Parcel "J-East"	Professional Office	7.52 acres
Parcel "J-West"	Professional Office	14.23 acres
TOTALS =		751 units 130.62 acres

The District issued Special Assessment Bonds for the Assessment Area Three – 2023 Project in one or more series (herein, the "2023 Bonds") to finance and refinance a portion of the Project. Proceeds from the Bonds are being used to fund the construction of the Project.

Please refer to **Exhibit 5** attached showing the limits of Assessment Area Three. The Development is being constructed in phases. Following please find a brief description of the improvements under construction in Fiscal **Year 2023** along with the status and ownership/maintenance responsibility:

Item #	Improvement Description	Status	Ownership Maintenance
1	Surface water management and drainage system, including related land acquisition	In Progress	District
2	Wastewater collection/transmission system	In Progress	Seacoast Utility

			Authority
3	Water distribution system	In Progress	Seacoast Utility Authority
4	Roadways including related land acquisition	Land acquisition complete Roadway in progress	District
5	Open space and recreation areas, including land acquisition	In Progress	District
6	Landscaping, Irrigation, Entrance Features, Hardscapes	In Progress	District
7	Wetlands Mitigation and Conservation	In Progress	District

PART III: PUBLIC PLANNED IMPROVEMENTS UPDATE

Following is a summary of the status of the Project pursuant to the inspections performed by the District Engineer on behalf of the District:

1. *Master Water Management System – Lakes*

The surface water management system for Assessment Area One, Two and Three consists of a series of lakes interconnected with pipes and a drainage pump station that will discharge the generated runoff to the preservation and restoration areas. Surface water runoff is conveyed to a primary collector ditch located along the east boundary of the site and flows north along the east boundary to the north property line then to the west along the north property line until it reaches the existing control structure adjacent to the C-18 Canal.

The District has purchased most of the master lake tracts within the three Assessment Areas.

Inspection Report Assessment Area One:

All of the master lakes, the lakes owned by the District within the parcels within Assessment Area One have been constructed in accordance to the permitted plans with the exception of the lake in the Palm Beach Gardens Economic Development Parcel. All completed lake banks are properly graded (verified by lake slope as-builts), have been sodded and are being maintained by the District.

Inspection Report Assessment Area Two:

Approximately 80% of the lakes within Assessment Area Two have been completed. All completed lake banks are properly graded (verified by lake slope as-builts), have been sodded and are being maintained by the District.

The drainage pump station has been constructed and is being operated and maintained by the District.

The District's contractor is in the process of installing lake interconnects and has disturbed the lake banks in a couple areas; the lake bank in these areas will be restored when the lake interconnects are completed.

Inspection Report Assessment Area Three:

Approximately 40% of the lakes within Assessment Area Three have been completed. All completed lake banks are properly graded (verified by

lake slope as-builts), have been sodded and are being maintained by the District.

The District's contractor is in the process of finalizing the installation of the lake interconnects and has disturbed the lake banks in a couple areas; the lake bank in these areas will be restored when the lake interconnects are completed.

2. *Master Water Management System – Lake Interconnects*

The master lakes and the lakes owned by the District within the parcels are interconnected with drainage pipes and endwalls.

Inspection Report Assessment Area One:

All of the lake interconnects within Assessment Area One have been constructed in accordance to the permitted plans and certified to the South Florida Water Management District. The lake interconnects are being maintained by the District.

Inspection Report Assessment Area Two:

Approximately 80% of the lake interconnects within Assessment Area Two have been installed and the installation of the remaining lake interconnects is in progress and been inspected by our office. None of the completed work has been certified to the permitting agencies.

Inspection Report Assessment Area Three:

Approximately 40% of the lake interconnects within Assessment Area Two have been installed and the installation of the remaining lake interconnects is in progress and been inspected by our office. None of the completed work has been certified to the permitting agencies.

3. *Spine Roads Construction – Water Distribution and Sewage Collection System*

The Project is located within the Seacoast Utility Authority ("SUA") water and sewer service area. The proposed improvements for the sewage collection system consists of a network of gravity mains and manholes within the spine roads which collect the sewage flow from the parcels and discharge the flow into a series of lift stations throughout Avenir. The flow from the lift stations is pumped to a network of force mains connected to the County's force main system. The improvements for the water distribution system consists of the installation of a water main trunk lines

within the spine roads which connect to the County's water main system.

Inspection Report Assessment Area One:

- The installation of the water distribution system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.
- The installation of the sewage collection system is complete, and the contractor is in the process of finalizing the Spine Road Phase 3 final certification which is the last portion of the spine road that needs to be conveyed to SUA. The completed portion of the system has been constructed in accordance with the approved plans, is currently in good working condition and has been conveyed to SUA for ownership and maintenance.

Inspection Report Assessment Area Two:

- The construction of water distribution and sewage collection systems for the Spine Road Phase 4 (Avenir Drive from Coconut Boulevard to Panther National Boulevard) is complete and the final certification and conveyance to Seacoast Utility Authority is in progress.

Inspection Report Assessment Area Three:

- The construction of water distribution and sewage collection systems for the Spine Road Phase 5 (Panther National Boulevard from Northlake Boulevard to Avenir Drive) is complete and the final certification and conveyance to Seacoast Utility Authority is in progress.
- The construction of water distribution system for the Spine Road Phase 6 (Panther National Boulevard from Northlake Boulevard to Avenir Drive) is complete and the final certification and conveyance to Seacoast Utility Authority is in progress.

4. Lift Stations and Transmission System

Sewage lift stations are being constructed to handle the sewage flow generated the parcels and a force main has been constructed to carry the flow to the existing force main owned and operated by Palm Beach County.

Inspection Report Assessment Area One:

- The installation of the lift stations and force mains for Spine Roads 1 & 2 are complete and the improvements have been certified by the Palm Beach County Florida Department of Health-Palm Beach

County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

- The installation of the lift station and force main in Spine Road 3 is complete and our office has been conducting periodic inspections. Once the work is complete and the final certification and conveyance to Seacoast Utility Authority is in progress.

Inspection Report Assessment Area Two:

- The construction of force main improvements within Spine Road Phase 4 (Avenir Drive from Coconut Boulevard to Panther National Boulevard) is complete and the final certification and conveyance to Seacoast Utility Authority is in progress.

Inspection Report Assessment Area Three:

- The construction of two lift stations and force main as part of the Spine Road Phase 5 project (Panther National Boulevard from Northlake Boulevard to Avenir Drive) is in progress and the final certification and conveyance process will commence and soon as the work is completed.
- There are no lift stations proposed for the Spine Road Phase 6 project.

5. *Spine Roads – Drainage System, Paving, Sidewalks and Related Work*

The roadway components include but are not limited to drainage culverts, catch basins, road subgrade, rock base, asphalt, curbing, pavement markings, signage, sidewalks and asphalt paths.

Inspection Report Assessment Area One:

- Spine Roads 1 (Avenir Drive from Northlake Boulevard to Coconut Boulevard) has been constructed and certified to the permitting agencies. The road is being maintained by the District and is in good working condition.
- Spine Road 2 (Coconut Boulevard from Avenir Drive north to the conservation area) has been constructed and certified to the permitting agencies. The road is being maintained by the District and is in good working condition.
- Spine Road 3 (Coconut Boulevard from Avenir Drive to Northlake Boulevard) has been constructed and the final certification process is in progress. The road is temporarily closed until the Northlake Boulevard widening project is complete.

Inspection Report Assessment Area Two:

- The construction of Spine Road Phase 4 (Avenir Drive from Coconut Boulevard to Panther National Boulevard) has been completed and is in the process of been certified to SUA and the Palm Beach County Florida Department of Health-Palm Beach County.

Inspection Report Assessment Area Three:

- The construction of Spine Road Phase 5 (Panther National Boulevard from Northlake Boulevard to Avenir Drive) is in progress (approximately 90% complete). Our office is conducting periodic inspections and will process the final certification when the project is completed, and the contractor provides the necessary documents.
- The construction of Spine Road Phase 6 (Avenir Drive from Panther National Boulevard to Mecca) is in progress (approximately 90% complete). Our office is conducting periodic inspections and will process the final certification when the project is completed, and the contractor provides the necessary documents.

6. *Spine Roads – Landscape and Irrigation*

Inspection Report Assessment Area One:

- Installation of landscape and irrigation for Spine Road 1 (Avenir Drive from Northlake Boulevard to Coconut Boulevard) and Spine Road 2 (Coconut Boulevard from Avenir Drive north to the conservation area) has been completed and certified to the permitting agencies. The landscape and irrigation are being maintained by the District and is in good condition.
- Installation of landscape and irrigation for Spine Road 3 (Coconut Boulevard from Avenir Drive to Northlake Boulevard) is approximately 90% complete and UDS (Landscape Architecture company hired by the District to inspect project) has been conducting periodic inspections. Once the work is completed UDS will conduct the final inspections and will certify the project to the permitting agencies.

Inspection Report Assessment Area Two:

- Installation of landscape and irrigation for Spine Road 4 (Avenir Drive from Coconut Boulevard to Panther National Boulevard) has been completed and certified to the permitting agencies. The landscape and irrigation are being maintained by the District and is in good condition.

Inspection Report Assessment Area Three:

- Installation of landscape and irrigation for Spine Road Phase 5 (Panther National Boulevard from Northlake Boulevard to Avenir

Drive) and Spine Road Phase 6 (Avenir Drive from Panther National Boulevard to Mecca) is approximately 90% complete and UDS (Landscape Architecture company hired by the District to inspect project) has been conducting periodic inspections. Once the work is completed UDS will conduct the final inspections and will certify the project to the permitting agencies.

7. *Spine Roads – Entry Features*

Avenir Drive (Assessment Area One):

The entry feature to the Project located at the Avenir Drive and Northlake Boulevard intersection includes walls, signs, berms, landscaping, irrigation, lighting, fountains, and related features. This entry feature has been constructed, certified to the permitting agencies, is operational and in good working condition. The District is maintaining the entry feature.

Coconut Boulevard (Assessment Area Two):

The entry feature to the Project located at the Coconut Boulevard Drive and Northlake Boulevard intersection includes walls, signs, berms, landscaping, irrigation, lighting, fountains, and related features. This entry is under construction.

Panther National Boulevard (Assessment Area Three):

The entry feature to the Project located at the Panther National Boulevard and Northlake Boulevard intersection includes walls, signs, berms, landscaping, irrigation, lighting, fountains, and related features. This entry is under design and permitting.

8. *Mecca Water Main and Force Main Extensions*

Both projects have been completed, certified and conveyed to Seacoast Utility Authority. The District is not maintaining these projects.

9. *Clubhouse*

East Clubhouse (Assessment Area One)

The District has constructed the Clubhouse and is currently being operated by the District.

West Clubhouse

The west clubhouse will be constructed by Avenir Development, LLC and is not included in any of the assessment areas.

10. *Avenir Phase One Mitigation Environmental Restoration*

The Phase One Mitigation Area is comprised of approximately 300 acres of the designated Avenir Conservation Area which occurs north of the development area, east of the "north-south road", and south of the Sweet Bay Natural Area. The District has completed the initial habitat restoration requirements for the Phase 1 and started working on the habitat restoration for Phase 2.

The project consists of the following tasks:

- Conduct the habitat restoration activities
- Upland Pasture Area Restoration
- Wetland Invasive Species Treatment
- Mechanical Clearing
- Native Upland Restoration
- Native Vegetation Thinning
- Hydrologic Restoration

Inspection Report for Phase Two:

The field work described above is approximately 40% complete.

PART IV: MAINTENANCE, REPAIR AND OPERATION BUDGET / INSURANCE

A. Maintenance, Repair and Operation Budget

We have reviewed the District’s Final Budget for Fiscal Year **2023/2024** (October 1, **2023** – September 30, **2024**), see attached **Exhibit 6**, as adopted by the Board and found it to be sufficient for the maintenance of the improvements constructed to date and to be constructed and maintained within the budget period.

B. Insurance

The District currently carries the following insurance coverages:

TYPE OF INSURANCE	LIMITS	
Commercial General Liability	Each Occurrence	\$1,000,000
	Damage to rented premises (ea occurrence)	\$100,000
	Med exp (any one person)	\$5,000
	Personal & adv injury	\$1,000,000
	General aggregate	\$2,000,000
	Products - comp/op AGG	\$2,000,000
Professional Liability		\$1,000,000

We have reviewed the above listed coverage and limits and believe they are adequate. Also, we have reviewed the premium cost and believe that is reasonable. The budget currently includes the cost of the insurance annual premium for the coverage listed above.

I hereby certify that the foregoing is a true and correct copy of the Master Trust Indenture Engineer's Report Fiscal Year **2023**.

Sincerely,

BALLBÉ & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'C. Ballbé', with a horizontal line underneath.

November 1, 2023

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

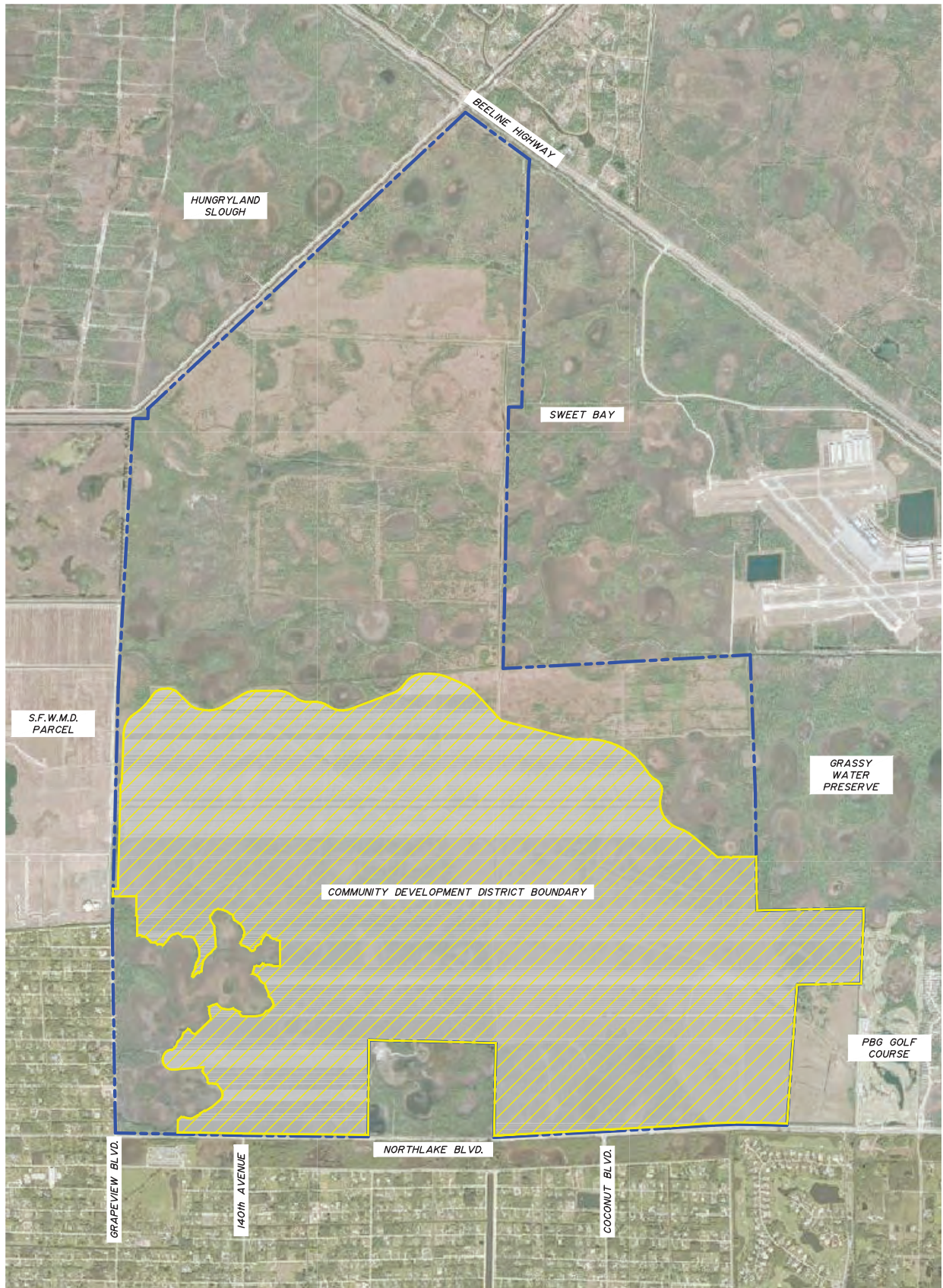
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


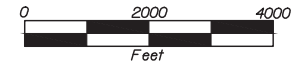
Prepared by:



Exhibit 1	Location Map / CDD Boundary
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	PROPERTY BOUNDARY LIMITS
	COMMUNITY DEVELOPMENT DISTRICT BOUNDARY



Engineer of Record:
Carlos J. Ballbe'
 9/13/2016
 Reg. Eng. No. 41811
 State of Florida

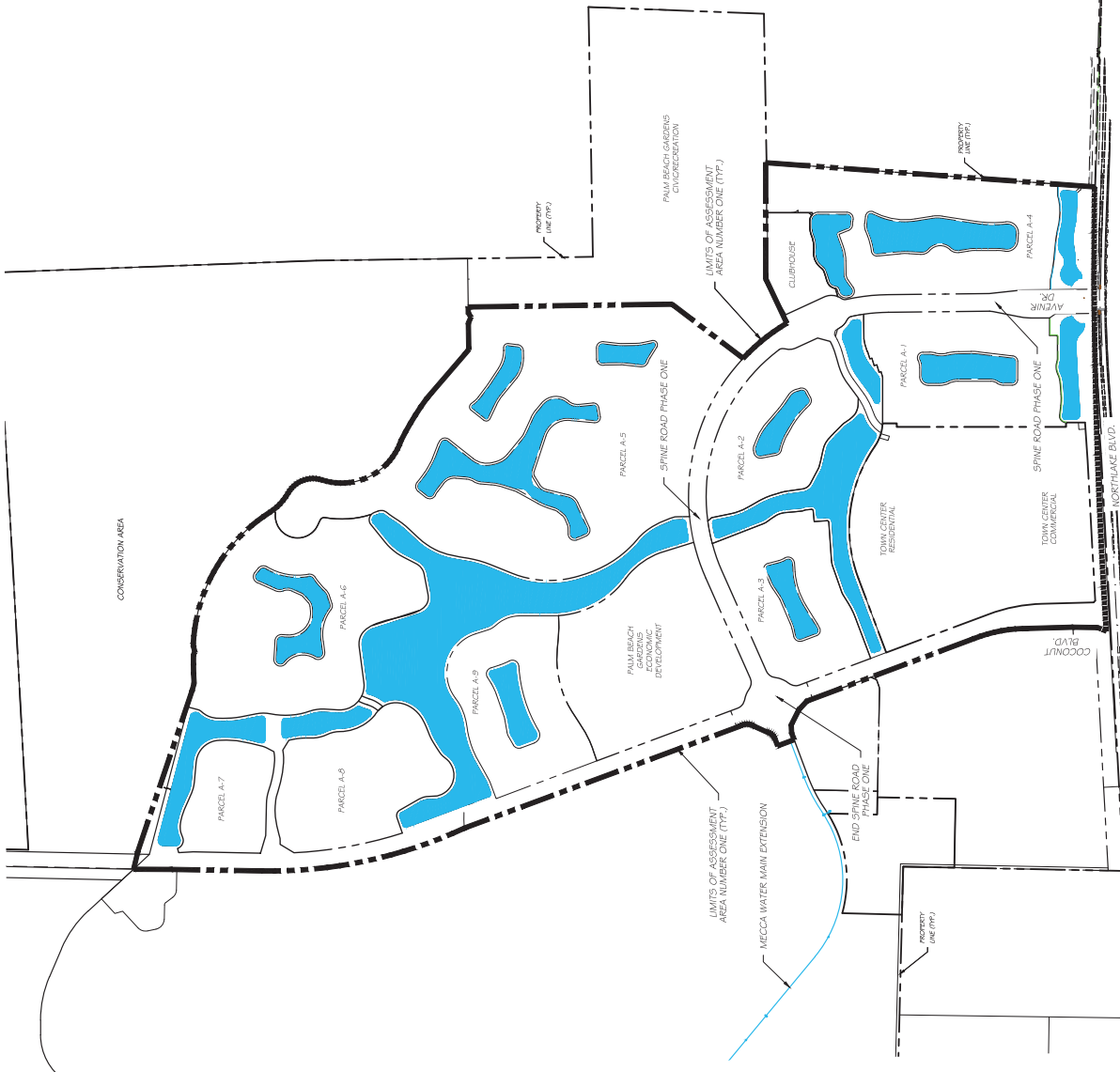
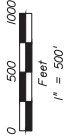
BALLBÉ
 & ASSOCIATES
 Civil Engineering • Planning • Surveying

2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. EB-26343

EXHIBIT 1
 LOCATION MAP
 AVENIR C.D.D.
 AVENIR HOLDINGS, LLC

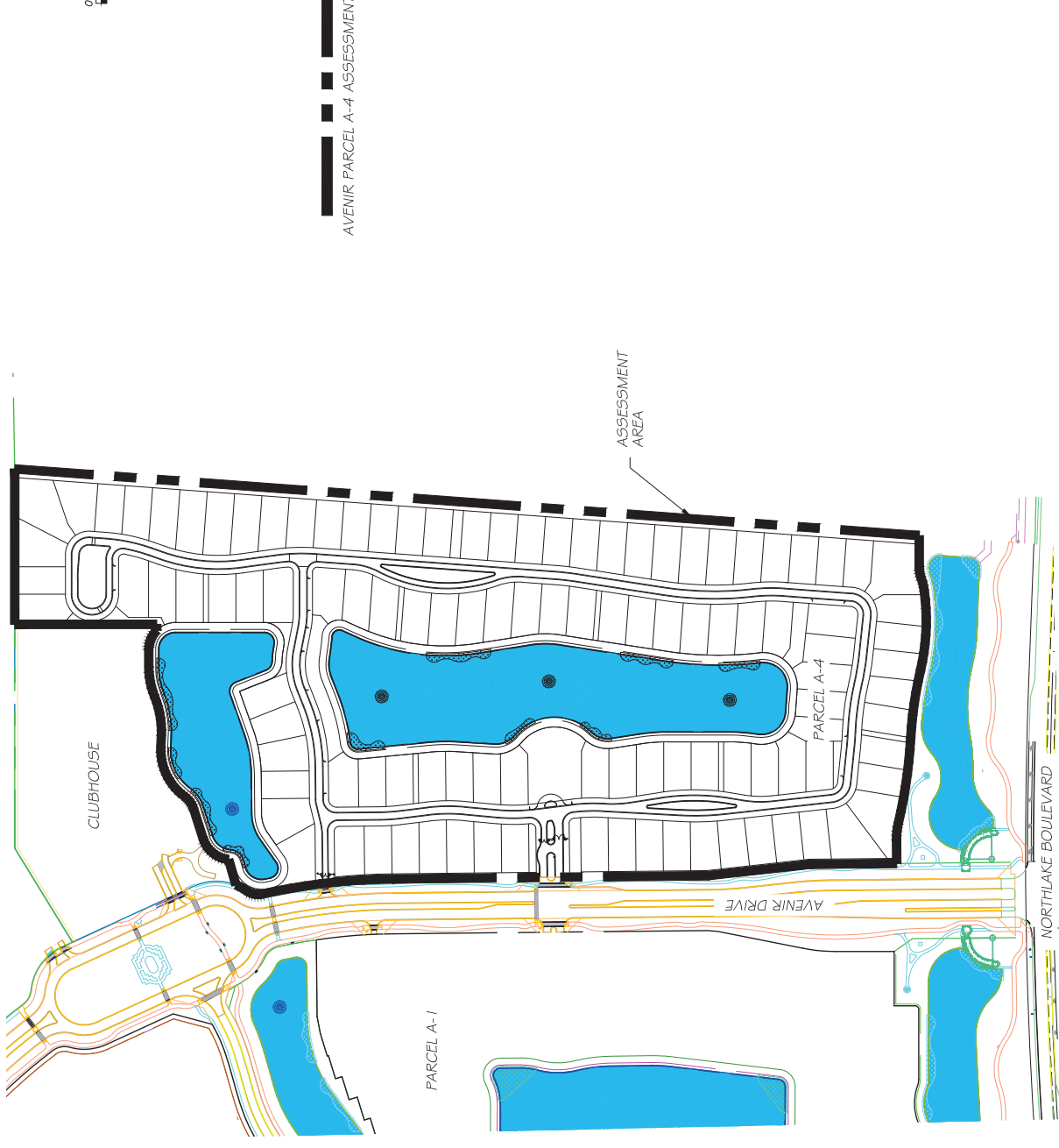
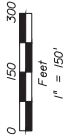


Exhibit 2	Assessment Area One Plan
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Project Number: 201622		ASSESSMENT AREA ONE PLAN	
Sheet Number: 1 OF 1		AVENIR COMMUNITY DEVELOPMENT DISTRICT	
Engineer of Record: CARLOS J. BALLBE	Date: 9/2/2009	Register Engineer Number: 4681	State of Florida
BALBE & ASSOCIATES Civil Engineering • Planning • Surveying			
2737 Northwood 30th Place Fort Lauderdale, Florida 33306 Phone: (954) 491-7811 Authorization No. EB-26343			
Designed by: CUB	Date: 9/2/09	Drawn by: CUB	Date: 9/2/09
Checked by:	Date:	Checked by:	Date:
NO.	DATE	BY	REVISION

Exhibit 3	Parcel A-4 Sub-Assessment Area
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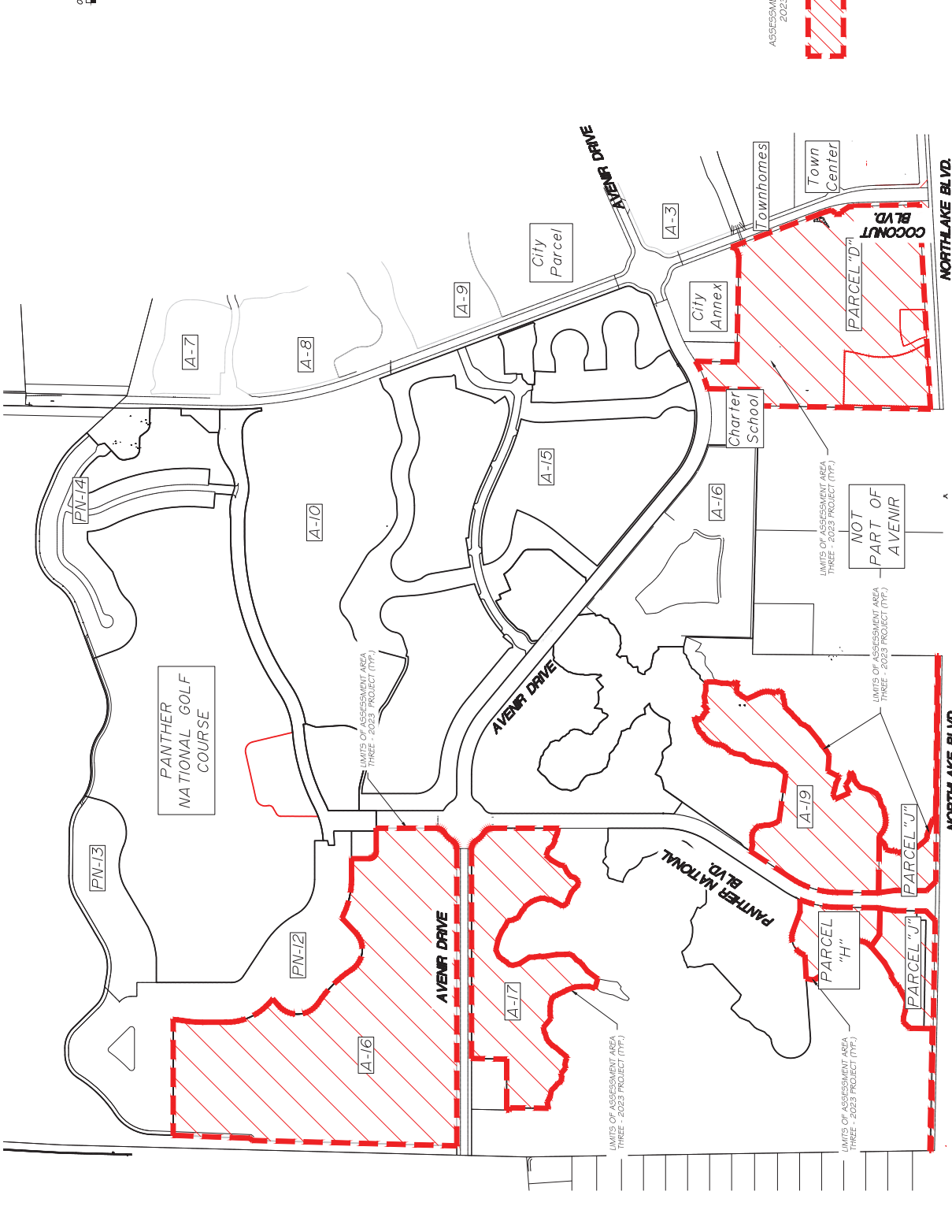
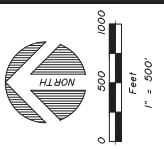


AVENIR PARCEL A-4 ASSESSMENT AREA

Project Number: 201622		Avenir Parcel A-4 Assessment Area	
Sheet Number: 1 OF 1		Avenir Community Development District	
Engineer of Record: CARLOS J. BALLBÉ		Registered Engineer Number: 4681	
Date: 6/20/2019		State of Florida	
2737 Northwood 30th Place Fort Lauderdale, Florida 33306 Phone: (954) 491-7811 Authorization No. EB-26343		BALBÉ & ASSOCIATES Civil Engineering • Planning • Surveying	
Designed by: CUB	Date: 6/20/19	Drawn by: M.A.G.	Date: 6/20/19
Checked by:	Date:	Checked by:	Date:
NO.	DATE	BY	REVISION

Exhibit 4	Assessment Area Two
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Exhibit 5	Assessment Area Three Plan
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Project Number: 201622		Project Name: ASSESSMENT AREA THREE 2023 PROJECT AREA PLAN	
Sheet Number: 1 OF 1		Date: 02/20/2023	
Engineer of Record: CARLOS J. BALLBE		Registered Engineer Number: 4681	
3717 Northeast 30th Place Fort Lauderdale, Florida 33306 Phone: (954) 491-7811 Authorization No. CA26426		City Engineer's Stamp	
Designed by: MVA	Date:	Drawn by: GAB	Date: 3/2/2022
Checked by: MVA	Date:	Reviewed by: MVA	Date:
NO.	DATE	BY	REVISION

Exhibit 6	Final Budget for Fiscal Year 2023-2024
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Avenir
Community Development District

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

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VII	DETAILED FINAL DEBT SERVICE BUDGET (SERIES 2021)
VIII	DETAILED FINAL DEBT SERVICE BUDGET (SERIES 2023)
IX	ASSESSMENT COMPARISON - PARCELS A-1 - A-5
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FINAL 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 FINAL BUDGET
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
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 FINAL 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 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	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 FINAL DEBT SERVICE FUND BUDGET - SERIES 2019

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	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 FINAL DEBT SERVICE FUND BUDGET - SERIES 2020

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	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 FINAL DEBT SERVICE FUND BUDGET - SERIES 2021
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	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 FINAL DEBT SERVICE FUND BUDGET - SERIES 2023
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	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 2023/2024 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'
Parcel A-5 267	Total Second Phase # 508	Parcel A-13/14 175'
SF Villas 202		Parcel A-15 50'
250		Parcel A-15 62'
First Phase Residential 1,135		Parcel A-16 50'
		Parcel A-16 60'
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'
		Parcel A-20 65'
		Parcel A-21 128
		Third Phase Residential 2,186
		Golf Course 357
		Charter School 11,91132
		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 2023/2024 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	\$ 1,697.31
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
Econ Dev (50 Acres) 82	#	Parcel A-16 60' 208
Town Center (53 Acres) 86.92		Parcel A-17 125
First Phase Non-Residential 168.92		Parcel A-18 110
Total First Phase 1,304		Parcel A-19 135
		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 2023/2024 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
		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 First Phase 1,304		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		

This Instrument Prepared by:

Name: Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
Address: 777 S. Flagler Drive, Suite 500
West Palm Beach, FL 33401

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made this _____ day of _____, 202__, by the **CITY OF PALM BEACH GARDENS**, a political subdivision of the State of Florida, whose mailing address is 10500 North Military Trail, Palm Beach Gardens, Florida, 33410 (the “**Grantor**”), to the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created and existing in accordance with Chapter 190, Florida Statutes, whose address is c/o Special District Services, 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410, and **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company, whose mailing address is 777 S. Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401 (together, the “**Grantee**”).

WITNESSETH: That Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a non-exclusive **TEMPORARY CONSTRUCTION EASEMENT**, over, upon, under, through and across the following described land (the “**Easement Area**”), situate in Palm Beach County, Florida, to-wit:

TRACT A, AVENIR PARCEL D, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK [____], PAGES [____ - ____], PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT, as described herein, is to be used for the purposes of (1) excavating a water management lake (the “**Lake**”) on a portion of the Easement Area; (2) removing fill from the Lake; (3) performing mass grading and the placing of fill; (4) constructing a public road right-of-way on a portion of the Easement Area; (5) installing and constructing certain utility improvements, storm water management and drainage improvements, landscaping and irrigation, and other related improvements (collectively, the “**Improvements**”); (6) all other purposes reasonably incidental to the foregoing; and (7) any and all activities pursuant to City of Palm Beach Gardens Resolution 2016-4, as the same is amended from time to time. This **GRANT OF TEMPORARY CONSTRUCTION EASEMENT** shall be for a term expiring upon the earlier of: (i) two (2) years after the date hereof, or (ii) three (3) months after acceptance of the Improvements by the permitting agencies having jurisdiction on the project, and includes the right to ingress and egress over and through the Easement Area for the purposes described herein.

By acceptance and use of this **GRANT OF TEMPORARY CONSTRUCTION EASEMENT**, Grantee hereby agrees, to the extent permitted by law, to indemnify and hold Grantor and its successors and assigns harmless from and against any and all claims, liability, liens, costs,

losses, damages, expenses and demands, including reasonable attorneys' fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with, the Grantee's use of this **GRANT OF TEMPORARY CONSTRUCTION EASEMENT**, except to the extent same are due to the negligence or intentional misconduct of Grantor or its successors or assigns. With respect to the Avenir Community Development District, the indemnity obligation herein is limited to and shall not exceed the monetary limits on liability set forth in Section 768.28, Florida Statutes, as this statute is amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract. This provision shall survive the termination of this **GRANT OF TEMPORARY CONSTRUCTION EASEMENT**.

TO HAVE AND TO HOLD THE SAME unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

WITNESSES:

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

Print name

By: _____
Virginia Cepero, Chairperson

Print name

STATE OF FLORIDA }
 }
COUNTY OF _____ } ss

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 202__ by Virginia Cepero, as Chairperson of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, and who is () personally known to me or () has produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My Commission Expires:

WITNESSES:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

Print name

By: _____
Manuel M. Mato, President

Print name

STATE OF FLORIDA }
 }
COUNTY OF _____ } ss

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 202__ by Manuel M. Mato, as President of **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company,, and who is () personally known to me or () has produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My Commission Expires:

GL Homes Sign Request





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Passionate People
BETTER SOLUTIONS

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Confidential: To be used by recipient's organization only

To: Jason Pierman SPECIAL DISTRICT SERVICES INC JPierman@sdsinc.org (561) 630-4922	From: Kelly McDonald AWC - JACKSONVILLE VALVE SHOP kelly.mcdonald@awc-inc.com 904-290-8853	Reference: Avenir Quote Date: 09/20/2023 Valid Until: 12/17/2023 AWC Quote #: 2662880 Quote Version: 001 AWC Account #: 7S2502	Bill To: SPECIAL DISTRICT SERVICES INC 2501 BURNS RD WEST PALM BEACH, FL 33410	Ship To: SPECIAL DISTRICT SERVICES INC 2501 BURNS RD WEST PALM BEACH, FL 33410	Subtotal: \$ 8,823.53 Est. Freight: TBD Est. Tax: See Note 1 <hr/> Quote Total: \$ 9,441.17
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* Lead times may vary due to unforeseen supply chain constraints.

LI #	Part # / Mfg. Name / Description	Qty.	Price	Ext. Price	Availability (ARO)
001	MC SW550 Mission Communicatio website name for account website setup Line Item Notes: *Mfr: Mission Communicatio *Mfr pn: SW550	1	\$250.00	\$250.00	2 Weeks
002	MC M853 Mission Communicatio RTU – Wireless Real-Time Alarm System with Streaming Data – FlatPak Enclosure (Mounts inside MCC cabinet; Includes all parts for standard installation) Line Item Notes: *Mfr: Mission Communications *Mfr pn: M853 ***Ship Inactive*** Mission SCADA Website Acct: sw550	1	\$2,700.00	\$2,700.00	2 Weeks
003	MC SP850-12 Mission Communicatio Service Package - MyDro M850 Series - 1 year Line Item Notes: *Mfr: Mission Communicatio *Mfr pn: SP850-12	1	\$563.40	\$563.40	2 Weeks

LI #	Part # / Mfg. Name / Description	Qty.	Price	Ext. Price	Availability (ARO)
004	MC OP465 Mission Communicatio Adam Module - Analog Input (4 channel Analog Input Module via RS485) Line Item Notes: *Mfr: Mission Communicatio *Mfr pn: OP465	1	\$710.00	\$710.00	2 Weeks
005	MC SPOP-12 Mission Communicatio Service Package - Expansion Board - 1 year (One per expansion board purchased) Line Item Notes: *Mfr: Mission Communications *Mfr pn: 581 **service for OP465**	1	\$60.00	\$60.00	2 Weeks
006	MC OP653 Mission Communicatio Adam Module - Digital Input (8 channel Isolated Digital Input Module via RS485) Line Item Notes: *Mfr: Mission Communicatio *Mfr pn: OP653	1	\$710.00	\$710.00	2 Weeks
007	MC SPOP-12 Mission Communicatio Service Package - Expansion Board - 1 year (One per expansion board purchased) Line Item Notes: *Mfr: Mission Communications *Mfr pn: 581 ** Service for OP653**	1	\$60.00	\$60.00	2 Weeks
008	MC OP400 Mission Communicatio MISSION AC CURRENT SWITCH, STRAP-ON Line Item Notes: *Mfr: Mission Communicatio *Mfr pn: OP400	4	\$37.50	\$150.00	2 Weeks
009	 PX 2966197 Phoenix Contact PLC-RSC-120UC/21 PLC relay consisting of base terminal block PLC-BSC.../21 with screw connection and pluggable miniature relay with power contact for assembly on DIN rail NS 35/7.5 1 PDT input voltage 120 V AC / 110 V DC Line Item Notes: *Mfr: Phoenix Contact *Mfr pn: 2966197	6	\$22.19	\$133.14	2 Weeks
010	 PX 2866734 Phoenix Contact QUINT-PS/3AC/24DC/ 5 Primary-switched QUINT POWER power supply for DIN rail mounting with SFB (Selective Fuse Breaking) Technology input: 3-phase output: 24 V DC/5 A Line Item Notes: *Mfr: Phoenix Contact *Mfr pn: 2866734	1	\$459.95	\$459.95	2 Weeks

LI #	Part # / Mfg. Name / Description	Qty.	Price	Ext. Price	Availability (ARO)
011	 PX 2905026 Phoenix Contact MINI MCR-2-UNI-UI-2UI Universally configurable 4-way signal duplicator, with plug-in connection technology for the electrical isolation and duplication of analog signals. Configurable via DIP switch or software. Screw connection technology Line Item Notes: *Mfr: Phoenix Contact *Mfr pn: 2905026	4	\$319.26	\$1,277.04	2 Weeks
012	FIASSEMBLY LABOR, INSTALLATION, WIRING RTU + ANTENNA + STARTUP	1	\$1,750.00	\$1,750.00	TBD
				Subtotal:	\$ 8,823.53
				Est. Freight:	TBD
				Est. Tax:	See Note 1
				Quote Total:	\$ 9,441.17

Notes

1. If tax exempt and certificate not on file or expired, please provide a tax-exempt certificate with the purchase order.
2. Estimated delivery is based upon availability at time of quotation. Click [Update Quote](#) for current availability.
3. All stock subject to prior sale. Stock material generally ships the same day if purchase orders are received by 2:00PM EST.
4. Unless otherwise agreed to in writing by both parties, all sales resulting from this quote are subject to AWC's [Terms & Conditions](#).
5. The quoted subtotal does not include import/export duties or credit card processing fees.
6. Credit card payments are acceptable if made at time of order placement, subject to a maximum of \$10,000.
A credit card processing charge of up to 3% of the order amount may be added to the order total.
7. We are unable to estimate the freight. We apologize for the inconvenience. Freight will be determined at time of purchase order.
8. Online access is limited to registered users. Please contact your AWC representative to register.
9. Images shown above are for illustration purposes only.



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 (Registration Required)**

Confidential: To be used by recipient's organization only

<p>To: Jason Pierman SPECIAL DISTRICT SERVICES INC JPierman@sdsinc.org (561) 630-4922</p>	<p>From: Kelly McDonald AWC - JACKSONVILLE VALVE SHOP kelly.mcdonald@awc-inc.com 904-290-8853</p>	<p>Reference: AvenirRFQ Quote Date: 11/15/2023 Valid Until: 12/16/2023 AWC Quote #: 2699754 Quote Version: 001 AWC Account #: 7S2502</p>	<p>Bill To: SPECIAL DISTRICT SERVICES INC 2501 BURNS RD WEST PALM BEACH, FL 33410</p>	<p>Ship To: SPECIAL DISTRICT SERVICES INC 2501 BURNS RD WEST PALM BEACH, FL 33410</p>	<p>Subtotal: \$ 1,815.00 Est. Freight: TBD Est. Tax: See Note 1 <hr/> Quote Total: \$ 1,940.30</p>
--	---	---	---	---	--

* Lead times may vary due to unforeseen supply chain constraints.

LI #	Part # / Mfg. Name / Description	Qty.	Price	Ext. Price	Availability (ARO)
001	MC KT278-SMP Rainfall Kit MyDro – AC (Includes: Rain Tipping Bucket, Universal Mounting Stand Base Assembly and Safe Module Plus) Line Item Notes: *Mfr: Mission Communications* *** Ship Inactive***	1	\$1,730.00	\$1,730.00	2 Weeks
002	MC SPOP-12 Mission Communicatio Service Package - Expansion Board - 1 year (One per expansion board purchased) Line Item Notes: *Mfr: Mission Communications *Mfr pn: 581	1	\$60.00	\$60.00	2 Weeks
003	MC FREIGHT Mission Communicatio MC FREIGHT Line Item Notes: *Mfr: Mission Communications *Mfr pn: MC FREIGHT	1	\$25.00	\$25.00	2 Weeks

Notes

1. If tax exempt and certificate not on file or expired, please provide a tax-exempt certificate with the purchase order.
2. Estimated delivery is based upon availability at time of quotation. Click [Update Quote](#) for current availability.
3. All stock subject to prior sale. Stock material generally ships the same day if purchase orders are received by 2:00PM EST.
4. Unless otherwise agreed to in writing by both parties, all sales resulting from this quote are subject to AWC's [Terms & Conditions](#).
5. The quoted subtotal does not include import/export duties or credit card processing fees.
6. Credit card payments are acceptable if made at time of order placement, subject to a maximum of \$10,000.
A credit card processing charge of up to 3% of the order amount may be added to the order total.
7. We are unable to estimate the freight. We apologize for the inconvenience. Freight will be determined at time of purchase order.
8. Online access is limited to registered users. Please contact your AWC representative to register.
9. Images shown above are for illustration purposes only.

CHANGE ORDER

(Instructions on reverse side)

No. 1

PROJECT: Avenir Storm Water Pump Station DATE OF ISSUANCE: 10/30/2023

OWNER: Avenir Development, LLC
(Name, 550 Biltmore Way, Suite 1110
Address) Coral Gables, FL 33134

CONTRACTOR: Murray Logan Construction, Inc. OWNER'S Project No. N/A

ENGINEER: Mock, Roos & Associates, Inc.

CONTRACT FOR: See PROJECT above ENGINEER'S Project No. C0024.22


You are directed to make the following changes in the Contract Documents.

Description: Provide an additional 417 days to Contract Time for the completion of project activities, such as structure installation, final restoration and clean up, resulting in changes to the Substantial Completion date from July 26, 2022 to May 26, 2023 and Final Completion date from September 9, 2022 to October 31, 2023. \$102,364.63 for reimbursement of permit fees. \$30,000 to construct a fire access ramp as per Murray Logan change order request dated 7/12/2023.

Purpose: The request for the time extension has been carefully considered, and based on the justification provided by Murray Logan, it is acknowledged that this extension may ensure the completion of the project activities, therefore Mock•Roos recommends the Owner to consider and approve this request.

Attachments: DBE Time Extension Request letter dated September 12, 2022.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$ <u>7,968,000</u>	Original Contract Time July 26, 2022 for Substantial Completion <u>September 9, 2022 for Final Completion</u> <small>days or date</small>
Previous Change Order No. _____ to No. _____ \$ <u>0</u>	Net change from previous Change Orders <u>0</u> <small>days</small>
Contract Price prior to this Change Order \$ <u>7,968,000</u>	Contract Time prior to this Change Order <u>See above</u> <small>days or dates</small>
Net Increase (decrease) of this Change Order \$ <u>132,364.63</u>	Net (increase) decrease of this Change Order <u>417 days</u> <small>days</small>
Contract Price with all approved Change Orders \$ <u>8,100,364.63</u>	Contract Time with all approved Change Orders May 26, 2023 for Substantial Completion <u>October 31, 2023 for Final Completion</u> <small>days or date</small>

RECOMMENDED: Mock•Roos APPROVED: APPROVED:
by  Eduardo Duran by _____ by _____
Engineer Owner Contractor

EJCDC No. 1910-8-B (1983 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.
F:\ball\ballaven\CPS\PAY_APPS\Change orders\20231027_Change Order 1.doc
Mock•Roos

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Time. Changes that have been initiated by a Work Directive Change must be incorporated into a subsequent Change Order if they affect Price or Time.

Changes that affect Contract Price or Contract Time should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Time, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

Murray Logan Construction, LLC.

313 65th Trail N.

West Palm Beach, FL. 33413

Phone: 561-686-3948 Fax: 561-686-7465

Change Order Request #003

September 29, 2023

Avenir Community Development
c/o Mock Roos Consulting Engineers
5720 Corporate Way
West Palm Beach, FL 33407
Attn: Eduardo Duran

Re: Avenir Stormwater Pump Station – Time Delays

COR: Contract Time Delays

The Avenir Stormwater Pump Station project had numerous time delays due to unforeseen site conditions and supply chain issues, however this change order request only represents nine (9) of the many delays. The Nine (9) delays described below offer more than enough time to contractual have the project completed on time.

1. Excavation/Dewatering delays:

The excavation and dewatering of the pump station's wet well was severely delayed due to unforeseen soil conditions. There were unknown drainage pipes buried within the limits of the excavation that delayed the excavation and dewatering of the project by 4.5 weeks.

Calendar Days Delays 31 calendar days

2. Additional sod around lake banks – Added Scope:

Landscape drawings do not show sod between the 20' buffer zone and the edge of water. If this area was left unsodded the lake banks would continuously erode with every rain. Additional sod and irrigation were installed within this area.

Calendar Days Delays 7 calendar days

3. Fence layout delays – Change Order Request:

The change order request was proposed due to the adjacent property adding a concrete barrier wall around Avenir's south and west property lines. Instead of installing the security fence to the designed layout, around the intake lake, it was proposed to tie the new security fence into the concrete barrier walls on the south/west property lines.

Calendar Days Delays 86 calendar days

4. Fence tornado damage – Added Scope:

After the project was commissioned and turned over to the Avenir CDD for water control a small tornado came through the Avenir subdivision damaging the newly installed security fence and gates that surround the pump station.

Damaged 6/20/23

Repaired 6/28/23

Calendar Days Delays 8 calendar days

5. Motor Control Centers (MCC) delays:

The motor control centers (MCC) that are needed to power the pump station, were drastically delayed due to the nationwide supply chain issues brought on by the Covid pandemic. The MCC's were released into production on 10/20/21 and did not shipped unit 3/3/23. Causing a 334-calendar day delay.

Calendar Days Delays 334 calendar days

6. Avenir CDD Staff for training delays:

Avenir CDD did not have staff available for training at time of startup, therefore manufacturers and suppliers were unable to train the District's employees at time of startup. Thus, requiring them to schedule additional trips to accommodate the District's needs.

Calendar Days Delays 132 calendar days

MURRAY LOGAN CONSTRUCTION, INC.
313 - 65th TRAIL NORTH
WEST PALM BEACH, FL 33413

INVOICE ID: 9502
INVOICE DATE: 8/25/2021

TO: Avenir Development, LLC
c/o Mock Roos & Associates
5720 Corporate Way
West Palm Beach, FL 33413

JOB LOCATION: Avenir Stormwater P.S.
Building Permit - Reimbursement
M.L.C.I. Jobb # 21-112

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
1	Building permit reimbursement	\$102,364.63
SUBTOTAL:		\$102,364.63
RETAINAGE:		\$0.00
TOTAL OF THIS INVOICE:		\$102,364.63

AMOUNT BILLED \$102,364.63

RETAINAGE HELD \$0.00

FINAL AMOUNT DUE \$102,364.63



PALM BEACH
Gardens

City of Palm Beach Gardens
City Hall
10500 N. Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4210
"A Signature City"
www.pbgfl.com

001824-0048 Donna S. 07/02/2021 02:41PM

PERMITS & INSPECTIONS

SOUTH FLORIDA SELECT HOMES COR
BLDG-21-03-112396
MISCELLANEOUS
EXPEDITED

Construction Plans for A
issued

2021 Item: BLDG-21-03-112396 4,503.13

4,503.13

Subtotal 4,503.13
Total 4,503.13

CHECK 4,503.13
Check Number 040432

Change due 0.00

Paid by: SOUTH FLORIDA SELECT HOMES COR

CITY OF PALM BEACH GARDENS		40432
PERMIT NO. BLDG-21-03-112396		
ISSUED DATE 07/02/2021		
ISSUED BY [Signature]		
PAID BY SOUTH FLORIDA SELECT HOMES COR		
CITY OF PALM BEACH GARDENS		

Thank you and have a nice day

City of Palm Beach Gardens COPY
DUPLICATE RECEIPT



PALM BEACH
Gardens

City of Palm Beach Gardens
City Hall
10500 N. Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4210
"A Signature City"
www.pbgfl.com

001831-0142 Donna S. 07/13/2021 03:43PM

PERMITS & INSPECTIONS

SOUTH FLORIDA SELECT HOMES COR

BLDG-21-03-112396

MISCELLANEOUS

EXPEDITED

Construction Plans for A

Issued

2021 Item: BLDG-21-03-11239697,861.50

97,861.50

Subtotal 97,861.50

Total 97,861.50

CHECK 97,861.50

Check Number 040433

Change due 0.00

Paid by: SOUTH FLORIDA SELECT HOMES COR

SOUTH FLORIDA SELECT HOMES COR 10500 N. MILITARY TRAIL PALM BEACH GARDENS, FL 33410		40433
City of Palm Beach Gardens		
City of Palm Beach Gardens	7/13/21	City of Palm Beach Gardens

Thank you and have a nice day

City of Palm Beach Gardens COPY
DUPLICATE RECEIPT

CHANGE ORDER NO. 8

Date of Issuance:	November 30, 2023	Effective Date:	November 30, 2023
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202021
Project:	AVENIR SPINE ROAD PHASE 4	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:

1. Spine road additional testing required by SUA for water mains - \$19,846.19
2. Temporary striping and asphalt wedging around manholes - \$24,640.00

Total Chang Order Amount = \$44,486.19

Attachments:

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$7,226,510.47	Original Contract Times: Refer to contract Exhibit "E"

[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>7</u> : \$4,119,275.24	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None
Contract Price prior to this Change Order: \$11,345,785.71	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$44,486.19	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$11,390,271.90	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
		
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President	By: _____ Avenir Community Development District Virginia Cepero Chairperson	By: _____ Centerline, Inc. Randy Stringer Vice President
Date: <u>11/30/2023</u>	Date: _____	Date: _____

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

EXHIBIT "A"



Centerline, Inc.

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

Date: 9/20/2023
To: Avenir Community Development District
Attn: Carlos Ballbe

Project: Avenir Spine Rd Phase 4 - Added WM Testing per SUA

- 1. Add temporary flushing meters to all stub ends.**
- 2. Added pressure testing for short-side (South) stub ends.**
- 3. Resample short-side (South) stub ends.**

NOTE: The following proposal is subject to all original Contract notes & qualifications.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
1		Add Temporary Flushing Meters	1	LS	\$ 3,187.66	\$ 3,187.66
2		Added Pressure Testing for Short-Side Stubs	1	LS	\$ 9,424.13	\$ 9,424.13
3		Resample Short-Side Stubs (Contract Unit Price)	8	EA	\$ 904.30	\$ 7,234.40
TOTAL:						\$ 19,846.19



Centerline, Inc.

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

Date: 9/20/2023

To: Avenir Community Development District

Attn: Carlos Ballbe

**Project: Avenir Spine Road Phase 4
Temporary Roadway Striping & Asphalt Wedging Around
Manholes**

NOTE: The following proposal is subject to all notes & qualifications listed on the accompanying proposal presented by H&J Contracting, Inc., dated 8/28/23.

Item No.	Description	Qty	U/M	Unit Cost	Extension
1	Temporary Striping	1	LS	\$ 15,800.00	\$ 15,800.00
2	Manhole Wedges	22	EA	\$ 300.00	\$ 6,600.00
3	Contractors Fee	1	LS	\$ 2,240.00	\$ 2,240.00
					\$ 24,640.00

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Centerline Utilities, Inc.	Contact:	Randy Stringer
Address:	2180 SW Poma Drive Palm City, FL 34990	Phone:	561-689-3917
		Fax:	561-689-0017
Project Name:	Avenir Spine 4- Temp Striping And Manhole Wedges	Bid Number:	Change Order
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Date:	08/28/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Temporary Striping	1.00	LS	\$15,800.00	\$15,800.00
	110	Manhole Wedges	22.00	EACH	\$300.00	\$6,600.00

Total Bid Price: \$22,400.00

Notes:

- Change order is to temp stripe spine 4 bottom lift and install wedges around manholes.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: H & J Contracting. Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Franz Favre franz.favre@hjcontracting.com</p>
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CHANGE ORDER NO. 18-19

Date of Issuance:	November 30, 2023	Effective Date:	November 30, 2023
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	SPF UNDERGROUND UTILITIES, INC. 1220 S.W. Dyer Point Road, Palm City, FL 34990	Contractor's Project No.:	n/a
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202021
Project:	AVENIR SPINE ROAD PHASE 4	Contract Name:	Construction Contract FPL Backbone System

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

Description:


- Install additional conduits - \$88,464.88
- Pressure test 4" conduit and pull string - \$2,004.00

Attachments:

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$275,000.00	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>17</u> : \$222,611.82	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$564,571.82	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$90,468.88	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$655,040.70	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
		
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President	By: _____ Avenir Community Development District	By: _____ SPF Underground Utilities, Inc. Scott Fruggiero Vice President
Date: <u>11/30/2023</u>	Date: _____	Date: _____

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

EXHIBIT "A"



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

Change Order Request

Date	Change Order #
10/3/2023	# 18

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District

CO	Project
18	Avenir

Attn:	Keith O'Brien
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Description	Qty	Rate	Total
Cost of additional 4" conduit, 4" 90's and sleeves 10,000 ft of 4", 60 90's and 60 sleeves	1	88,464.88	88,464.88

	Total	\$88,464.88
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SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

Change Order Request

Date	Change Order #
10/9/2023	19

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District

CO	Project
19	Avenir

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

Description	Qty	Rate	Total
Avenir WPB Attn: Keith O'Brien Patrick GL Homes ATT Spine road roundabout Proofed 4" att conduit and pulled string	8	0.00 210.00	0.00 1,680.00
Air compressor (1 day)	1	324.00	324.00

	Total	\$2,004.00
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CHANGE ORDER NO. 2

Date of Issuance:	November 30, 2023	Effective Date:	November 30, 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:

- Water main connection to Palm Beach County Water Utilities Department, including the installation of a master meter and backflow preventer - \$388,522.89
- Roadway conduit sleeving - \$115,489.43


Total Change Order Request Amount = \$504,012.32

- Attachments:

Exhibit "A" – Change Orders by Centerline Inc

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$5,360,267.92	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$5,139,225.23	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$10,499,463.15	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$504,012.32	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$11,003,475.47	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
		
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President	By: _____ Avenir Community Development District Virginia Cepero Chairperson	By: _____ Centerline, Inc. Randy Stringer Vice President
Date: <u>11/30/2023</u>	Date: _____	Date: _____

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

EXHIBIT "A"



Centerline, Inc.

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

Date: 10/24/2023

To: Ballbe' & Associates

Attn: Carlos Ballbe'

From: Centerline, Inc.

Project: Avenir - Spine Road Phase 5 -> 10" Water Main Scope

{Based on plans by Ballbe' & Associates, Inc. with E.O.R. date of 10/3/2023 (with revision dates of 9/26/2023 on Sht C-1, C-3 & C-4)}

Change Order - 10" Water Main - Interconnect / Metering Station & Connection

* NOTE: The following scope & costs are subject to all original contract, & included, notes & qualifications.

* FPL electrical connection point to be provided, by others, to within 40' of meter station panel.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
General Conditions						
1		GENERAL CONDITIONS	1	LS	\$3,175.00	\$ 3,175.00
2		SURVEY [LAYOUT & ASBUILTS] - UTILITY	1	LS	\$5,906.25	\$ 5,906.25
3		DENSITY TESTING - UTILITY	1	LS	\$1,968.75	\$ 1,968.75
4		BOND COST	1	LS	\$6,375.00	\$ 6,375.00
		Total, General Conditions				\$ 17,425.00
Water Main						
1	10	DIP WATER MAIN	265	LF	\$106.09	\$ 28,113.85
2	12X10	TAPS SLEEVE & TAP VALVE	1	EA	\$22,290.48	\$ 22,290.48
3	10	MJ DI 90 BEND	4	EA	\$1,198.83	\$ 4,795.32
4	10	MJ DI 45 BEND	2	EA	\$1,140.40	\$ 2,280.80
5	10X8	MASTER METER STATION / INTERCONNECT ASSEMBLY	1	EA	\$304,805.20	\$ 304,805.20
6		SAMPLE POINTS	3	EA	\$861.80	\$ 2,585.40
7		FILL & FLUSH ASSEMBLY	1	EA	\$4,583.84	\$ 4,583.84
8		TEST / FINALIZE WATER MAIN	265	LF	\$6.20	\$ 1,643.00
		Total, Water Main Installation				\$ 371,097.89
		Change Order Total, Water Main - Interconnect / Metering Station Installation				\$ 388,522.89



Centerline, Inc.

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

Date: 6/28/2023
To: Avenir Community Development District
Attn: Carlos Ballbe

Project: Avenir Spine Rd Phase 5 - Roadway Conduit Sleeving

Based on the "Dry Utility Crossings Plan" prepared by Ballbe & Associates, Inc., Dated 6/8/2023

NOTE: The following proposal is subject to all original Contract notes & qualifications.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
1		SURVEY LAYOUT & AS-BUILTS (PER CROSSING)	32	EA	\$ 217.88	\$ 6,972.16
2		TRENCHING & BACKFILL	2033	TF	\$ 8.28	\$ 16,833.24
3	2"	INSTALL 2" PVC FPL CONDUIT (MATERIAL FURNISHED BY FPL) WITH END CAPS	1553	LF	\$ 2.85	\$ 4,426.05
4	2"	FURNISH & INSTALL 2" PVC CONDUIT WITH END CAPS	1190	LF	\$ 6.51	\$ 7,746.90
5	4"	FURNISH & INSTALL 4" PVC CONDUIT WITH END CAPS	2688	LF	\$ 10.09	\$ 27,121.92
6	6"	INSTALL 6" PVC FPL CONDUIT (MATERIAL FURNISHED BY FPL) WITH END CAPS	522	LF	\$ 4.06	\$ 2,119.32
7	6"	FURNISH & INSTALL 6" PVC CONDUIT WITH END CAPS	833	LF	\$ 15.26	\$ 12,711.58
8	8"	FURNISH & INSTALL 8" PVC CONDUIT WITH END CAPS	708	LF	\$ 24.93	\$ 17,650.44
9	12"	FURNISH & INSTALL 12" PVC CONDUIT WITH END CAPS	84	LF	\$ 59.63	\$ 5,008.92
10	15"	FURNISH & INSTALL 15" PVC CONDUIT WITH END CAPS	155	LF	\$ 80.88	\$ 12,536.40
11		2x4 WOOD MARKER (EACH END OF EACH TRENCH)	70	EA	\$ 15.00	\$ 1,050.00
12		ELECTRONIC MARKER (EACH END OF EACH TRENCH)	70	EA	\$ 18.75	\$ 1,312.50
TOTAL ROADWAY SLEEVING:						\$ 115,489.43

CHANGE ORDER NO. 1

Date of Issuance:	November 30, 2023	Effective Date:	November 30, 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.:	220598
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202120
Project:	AVENIR SPINE ROAD PHASE 6	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:

- Water system plan revision and roadway work - \$1,813,703.75
- Roadway conduit sleeving - \$49,822.57


Total Change Order Request Amount = \$1,863,526.32

- Attachments:

Exhibit "A" – Change Orders by Centerline Inc

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$1,227,226.80	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$1,227,226.80	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$1,863,526.32	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$3,090,753.12	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
		
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President	By: _____ Avenir Community Development District Virginia Cepero Chairperson	By: _____ Centerline, Inc. Randy Stringer Vice President
Date: <u>11/30/2023</u>	Date: _____	Date: _____

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

EXHIBIT "A"



Centerline, Inc.

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

Date: 10/18/2023 **REVISED 11/28/23**

To: Avenir Community Development District

Attn: Carlos Ballbe

Project: Avenir Spine Rd Phase 6 - Permitted Plan Changes & The Addition of Roadway Scope

PROPOSAL NOTES & QUALIFICATIONS:

* Proposal is based on plans by Ballbe & Associates, Inc. dated (PGD - 4/26/2023) & (W&S - 4/26/2023)

* All original proposal qualifications apply.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
General Conditions						
1		MOBILIZATION - ROADWAY	1	LS	\$ 28,750.00	\$ 28,750.00
2		CONSTRUCTION LAYOUT & ASBUILTS - ROADWAY	1	LS	\$ 46,000.00	\$ 46,000.00
3		CONSTRUCTION LAYOUT & ASBUILTS - UTILITY CHANGES	1	LS	\$ 2,746.41	\$ 2,746.41
4		DENSITY TESTING - ROADWAY	1	LS	\$ 23,000.00	\$ 23,000.00
5		DENSITY TESTING - UTILITY CHANGES	1	LS	\$ 4,373.91	\$ 4,373.91
6		2" HDPE F.O. CONDUIT	2210	LF	\$ 12.59	\$ 27,823.90
7		PULL BOX	5	EA	\$ 2,062.50	\$ 10,312.50
8		BOND PREMIUM ADJUSTMENT	1	LS	\$ 22,337.86	\$ 22,337.86
		Subtotal, General Conditions				\$ 165,344.58
Roadway						
9		SITE BALANCE - CUT TO FILL	1200	CY	\$ 5.50	\$ 6,600.00
10		IMPORT FILL FROM AVENIR STOCKPILE LOCATIONS - PLACE & COMPACT	19200	CY	\$ 5.61	\$ 107,712.00
11		12" STABILIZED SUBGRADE, LBR40	14100	SY	\$ 10.01	\$ 141,141.00
12		8" FDOT ROCK BASE, LBR100	11400	SY	\$ 20.90	\$ 238,260.00
13		1" ASPHALT BOTTOM LIFT, TYPE SP-9.5	11400	SY	\$ 9.79	\$ 111,606.00
14		1" ASPHALT TOP LIFT, TYPE SP	11400	SY	\$ 10.23	\$ 116,622.00
15		TYPE F CURB & GUTTER	7900	LF	\$ 22.33	\$ 176,407.00
16		VALLEY CURB	200	LF	\$ 23.10	\$ 4,620.00
17		TYPE E CURB	90	LF	\$ 24.64	\$ 2,217.60
18		4" ROCK CURB PAD	8190	LF	\$ 6.93	\$ 56,756.70
19		ROW FINE GRADING	55000	SY	\$ 0.66	\$ 36,300.00
20		VEHICULAR BRICK PAVERS - AUTUMN BLEND, TUMBLED FIELD 90 DEG HERRINGBONE PATTERN	2900	SF	\$ 12.10	\$ 35,090.00
21		VEHICULAR BRICK PAVERS - WHITE REFLECTIVE, TUMBLED STRIPING	450	SF	\$ 26.40	\$ 11,880.00
22		POWER WASH & CLEAR SEAL PAVERS	3350	SF	\$ 1.65	\$ 5,527.50
23		THERMOPLASTIC STRIPING ALLOWANCE ONLY (NO PLANS PROVIDED)	1	LS	\$ 48,400.00	\$ 48,400.00
24		GREEN COLORED PAVEMENT AT BIKE LANES ALLOWANCE ONLY (NO PLANS PROVIDED)	1	LS	\$ 22,000.00	\$ 22,000.00
25		STREET SIGNAGE ALLOWANCE ONLY (NO PLANS PROVIDED)	1	LS	\$ 84,590.00	\$ 84,590.00
26		12" COMPACTED SUBGRADE FOR SIDEWALKS	8100	SY	\$ 3.74	\$ 30,294.00
27		4" FDOT ROCK BASE FOR SIDEWALKS, LBR100	4500	SY	\$ 14.30	\$ 64,350.00
28		1" ASPHALT SIDEWALK, TYPE S-III	4450	SY	\$ 13.75	\$ 61,187.50
29		4' CONCRETE SIDEWALK	25600	SF	\$ 5.94	\$ 152,064.00
30		ADA RAMP - CONCRETE SIDEWALK	14	EA	\$ 1,661.00	\$ 23,254.00
31		FURNISH DECORATIVE STEEL BENCH	3	EA	\$ 3,448.50	\$ 10,345.50
31		FURNISH DECORATIVE WASTE RECEPTICLE	3	EA	\$ 3,229.60	\$ 9,688.80
31		FREIGHT	1	LS	\$ 1,499.85	\$ 1,499.85
31		4" CONCRETE BENCH PAD	3	EA	\$ 385.00	\$ 1,155.00
31		4" CONCRETE RECEPTICLE PAD	3	EA	\$ 275.00	\$ 825.00
31		INSTALL BENCHES	3	EA	\$ 291.50	\$ 874.50
32		INSTALL WASTE RECEPTICLES	3	EA	\$ 88.00	\$ 264.00
		Subtotal, Roadway				\$ 1,561,531.95
Water Main						
33		6" DIP WATER MAIN	-14	LF	\$ 78.52	\$ (1,099.28)
34		8" DIP WATER MAIN	32	LF	\$ 97.54	\$ 3,121.28
35		16" DIP WATER MAIN	130	LF	\$ 205.49	\$ 26,713.44
36		16" BUTTERFLY VALVE & BOX	3	EA	\$ 7,397.26	\$ 22,191.78
37		8" GATE VALVE & BOX	1	EA	\$ 2,446.71	\$ 2,446.71
38		6" GATE VALVE & BOX	1	EA	\$ 1,922.62	\$ 1,922.62
39		16" x 6" MJ DI TEE	-1	EA	\$ 2,434.80	\$ (2,434.80)
40		16" x 16" MJ DI TEE	2	EA	\$ 3,026.04	\$ 6,052.08
41		16" MJ DI SLEEVE	2	EA	\$ 1,649.14	\$ 3,298.28
42		16" MJ DI CAP w/ 2" TAP	2	EA	\$ 1,013.34	\$ 2,026.68
43		6" MJ DI 45 DEGREE BENDS	4	EA	\$ 607.04	\$ 2,428.16
44		6" MJ DI PLUG	1	EA	\$ 399.22	\$ 399.22
45		16" x 6" TAPPING SLEEVE & VALVE w/ BOX	2	EA	\$ 9,312.50	\$ 18,625.00
46		2" ARV w/ MANHOLE	1	EA	\$ 5,256.00	\$ 5,256.00

Water Main (Continued)						
47		2" BLOW-OFF ASSEMBLY	3	EA	\$ 2,354.33	\$ 7,062.99
48		SAMPLE POINTS	3	EA	\$ 861.80	\$ 2,585.40
49		ADD BELL RESTRAINTS TO EXISTING 16" WM	2	EA	\$ 2,158.90	\$ 4,317.80
50		6" / 8" SUA CANNON FLUSHING ASSEMBLY	-1	EA	\$ 3,161.58	\$ (3,161.58)
51		REMOVE EXISTING GATE VALVES & PLUG CROSS	-2	EA	\$ 2,220.53	\$ (4,441.06)
52		ADJUST EXISTING VALVE BOXES	6	EA	\$ 373.15	\$ 2,238.90
53		TEST & FINALIZE WATER MAIN	148	LF	\$ 6.20	\$ 917.60
54		RE-PRESSURE TEST EXISTING WM	-2200	LF	\$ 6.20	\$ (13,640.00)
		Subtotal, Water Main				\$ 86,827.22
		Grand Total				\$ 1,813,703.75



Centerline, Inc.

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

Date: 7/19/2023
To: Avenir Community Development District
Attn: Carlos Ballbe

Project: Avenir Spine Rd Phase 6 - Roadway Conduit Sleevng

{Based on the "Dry Utility Crossings Plan" prepared by Ballbe & Associates, Inc., Dated 7/14/2023

NOTE: The following proposal is subject to all original Contract notes & qualifications.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
1		SURVEY LAYOUT & AS-BUILTS (PER CROSSING)	18	EA	\$ 217.88	\$ 3,921.84
2		TRENCHING & BACKFILL	862	TF	\$ 8.28	\$ 7,137.36
3	2"	INSTALL 2" PVC FPL CONDUIT (MATERIAL FURNISHED BY FPL) WITH END CAPS	829	LF	\$ 2.85	\$ 2,362.65
4	2"	FURNISH & INSTALL 2" PVC CONDUIT WITH END CAPS	723	LF	\$ 6.51	\$ 4,706.73
5	4"	FURNISH & INSTALL 4" PVC CONDUIT WITH END CAPS	1674	LF	\$ 10.09	\$ 16,890.66
6	6"	INSTALL 6" PVC FPL CONDUIT (MATERIAL FURNISHED BY FPL) WITH END CAPS	138	LF	\$ 4.06	\$ 560.28
7	6"	FURNISH & INSTALL 6" PVC CONDUIT WITH END CAPS	362	LF	\$ 15.26	\$ 5,524.12
8	8"	FURNISH & INSTALL 8" PVC CONDUIT WITH END CAPS	301	LF	\$ 24.93	\$ 7,503.93
9		2x4 WOOD MARKER (EACH END OF EACH TRENCH)	36	EA	\$ 15.00	\$ 540.00
10		ELECTRONIC MARKER (EACH END OF EACH TRENCH)	36	EA	\$ 18.75	\$ 675.00
TOTAL ROADWAY SLEEVING:						\$ 49,822.57

CHANGE ORDER NO. 2

Date of Issuance:	November 30, 2023	Effective Date:	November 30, 2013
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	23-0016
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202211
Project:	AVENIR TOWN CENTER BYPASS ROADS	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:

- Wayfinding signs - \$28,600.00

Attachments:

- Exhibit "A" – Revised full project schedule of values provided by H AND J Contracting, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$4,330,429.00	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$790,195.00	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None
Contract Price prior to this Change Order: \$5,120,624.00	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

[Increase] [Decrease] of this Change Order \$28,600.00	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$5,149,224.00	Contract Times with all the approved Change Orders: None	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>11/30/2023</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ H and J Contracting, Inc. Jeremy Rury Vice President</p> <p>Date: _____</p>

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

EXHIBIT "A"

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Development, LLC Address: 550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Contact: Carlos Ballbe' Phone: Fax:
Project Name: Avenir Spine 1 & 3 Added Wayfinding Signs Project Location: Northlake Blvd, Palm Beach Gardens, FL	Bid Number: Proposal Bid Date: 09/06/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Wayfinding Signs	4.00	EACH	\$7,150.00	\$28,600.00

Total Bid Price: \$28,600.00

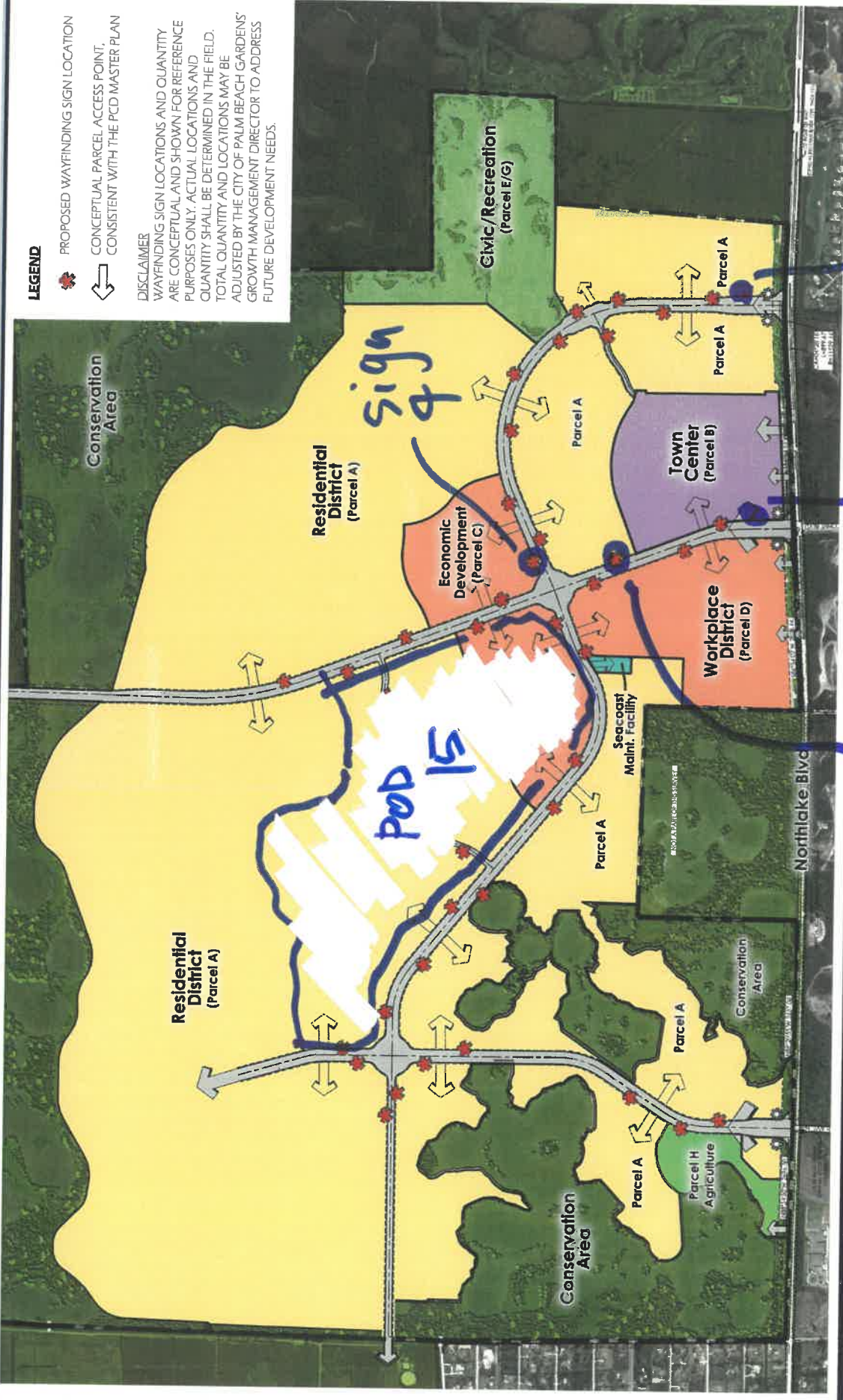
Notes:

- This proposal is based on attached exhibit.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Franz Favre franz.favre@hjcontracting.com
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POD 15 way finding signs

PCD WAYFINDING SIGNS CONCEPTUAL LOCATION PLAN



LEGEND

- ★ PROPOSED WAYFINDING SIGN LOCATION
- ↔ CONCEPTUAL PARCEL ACCESS POINT, CONSISTENT WITH THE PCD MASTER PLAN

DISCLAIMER

WAYFINDING SIGN LOCATIONS AND QUANTITIES ARE CONCEPTUAL AND SHOWN FOR REFERENCE PURPOSES ONLY. ACTUAL LOCATIONS AND QUANTITY SHALL BE DETERMINED IN THE FIELD. TOTAL QUANTITY AND LOCATIONS MAY BE ADJUSTED BY THE CITY OF PALM BEACH GARDENS' GROWTH MANAGEMENT DIRECTOR TO ADDRESS FUTURE DEVELOPMENT NEEDS.

sign 1
sign 2
sign 3



APPLICABLE LOCATIONS

1. WAYFINDING SIGNS TO BE LOCATED ALONG ALL COMMUNITY NETWORK ROADS PRIOR TO INTERSECTIONS AND WITHIN COMMUNITY-OWNED PARCELS.

DESIGN GUIDELINES AND CRITERIA

1. WAYFINDING SIGN LOCATIONS TO BE APPROVED ON THE ENGINEERS PAVEMENT MARKINGS AND SIGNAGE PLANS.
2. EACH WAYFINDING SIGN MAY HAVE UP TO SIX (6) DIRECTIONAL PANELS PER SIGN.
3. SIGNS AND LANDSCAPING SHALL MEET FOOT SITE VISIBILITY STANDARDS WITHIN ALL ROAD RIGHTS-OF-WAY. LANDSCAPING IN FRONT AND ON SIDE OF SIGNS TO BE MAINTAINED AT A HEIGHT THAT DOES NOT OBSCURE THE VISIBILITY OF ANY WAYFINDING SIGN TEXT OR PANELS.
4. WAYFINDING SIGNS SHALL IDENTIFY PARCEL USES ONLY. INDIVIDUAL TENANTS WITHIN PARCELS SHALL NOT BE IDENTIFIED.

SIGN MATERIALS AND FINISHES

1. ALUMINUM POSTS AND PANELS SHALL BE POWDER COATED.
2. DIMENSIONAL TEXT AND GRAPHICS SHALL BE LASER CUT ACRYLIC.
3. METHODS OF ATTACHMENT FOR TEXT, GRAPHICS, AND SIGN PANELS TO BE APPROVED BY CITY COUNCIL.

LIGHTING

1. ALL WAYFINDING SIGN TEXT SHALL BE ILLUMINATED BY GROUND LIGHTING CONSISTENT WITH THE CITY'S SIGN CODE.

LANDSCAPE PLANT PALETTE

IN-FRONT/ON SIDE OF SIGN

- GREEN ISLAND FICUS (*Ficus microcarpa* 'Green Island') 3 GAL., 12" HT. x 12" SPR. MIN., INSTALL AT 24" O.C.; MIN. QTY. = 8
- VARIEGATED SCHEFFLERA (*Schefflera arboricola* 'Trinette') 3 GAL., 12" HT. x 12" SPR. MIN., INSTALL AT 24" O.C.; MIN. QTY. = 8
- ANNUALS (Vary To Be Determined by Owner at Time of Planting) 4" POTS, INSTALL AT 10" O.C.; MIN. QTY. = 42

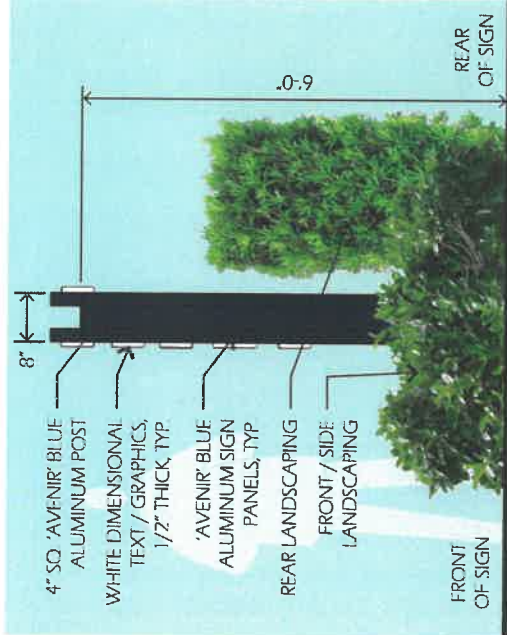
BEHIND SIGN

- PODOCARPUS (*Podocarpus macrophyllus*) 3 GAL., 24" HT. x 12" SPR. MIN., INSTALL AT 18" O.C.; MIN. QTY. = 3 TO BE MAINTAINED AT 48" HEIGHT MIN.

DISCLAIMER

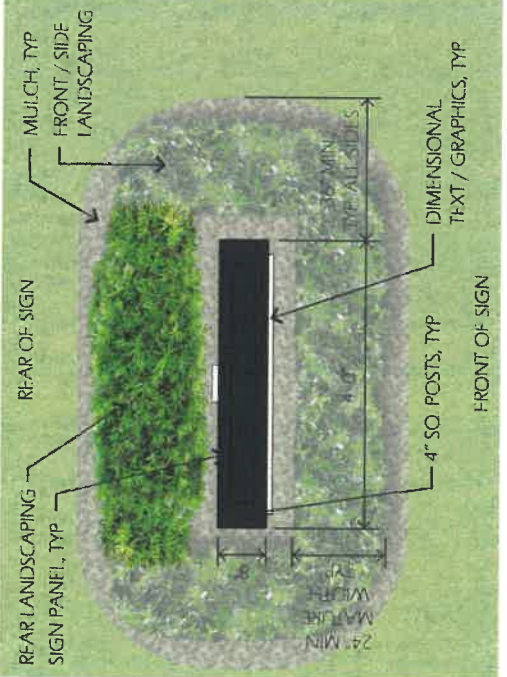
IMAGES ARE SHOWN FOR REFERENCE PURPOSES ONLY. FINAL SIGN STYLES, LOCATIONS, AND SPECIFICATIONS WILL MEET ALL REGULATORY STANDARDS REQUIRED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE CITY ENGINEER, INCLUDING WIND LOADS.

FRONT ELEVATION

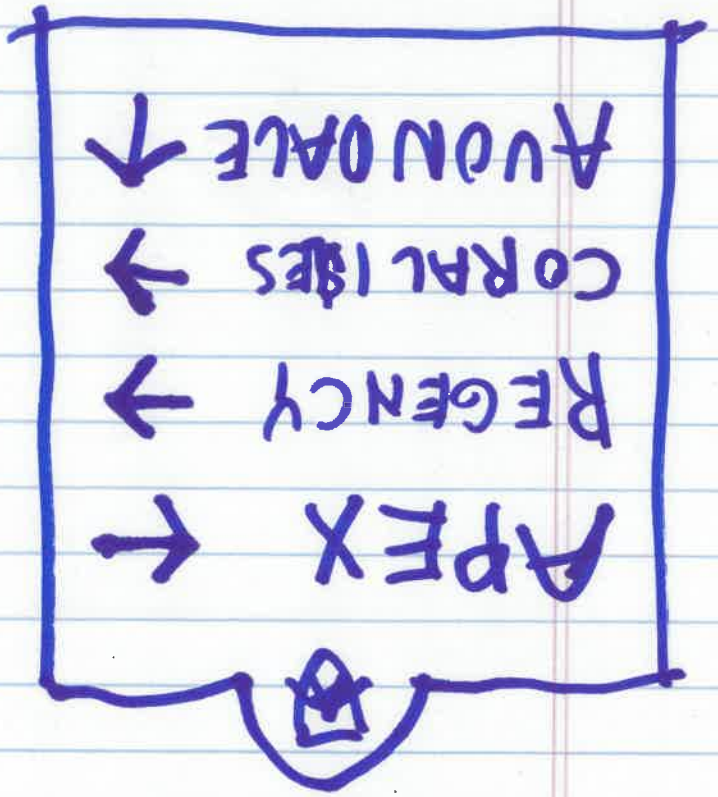


SIDE ELEVATION

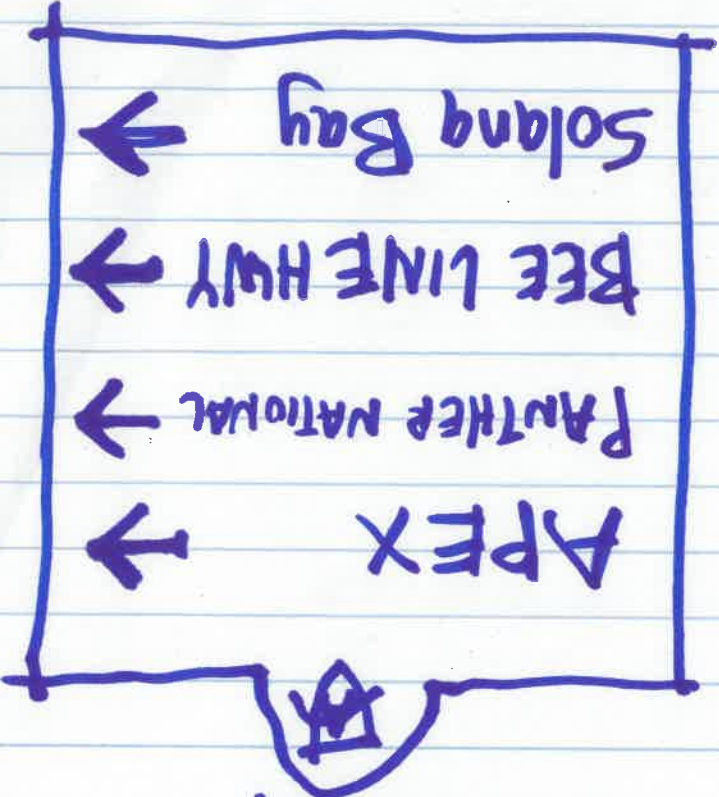
REAR ELEVATION



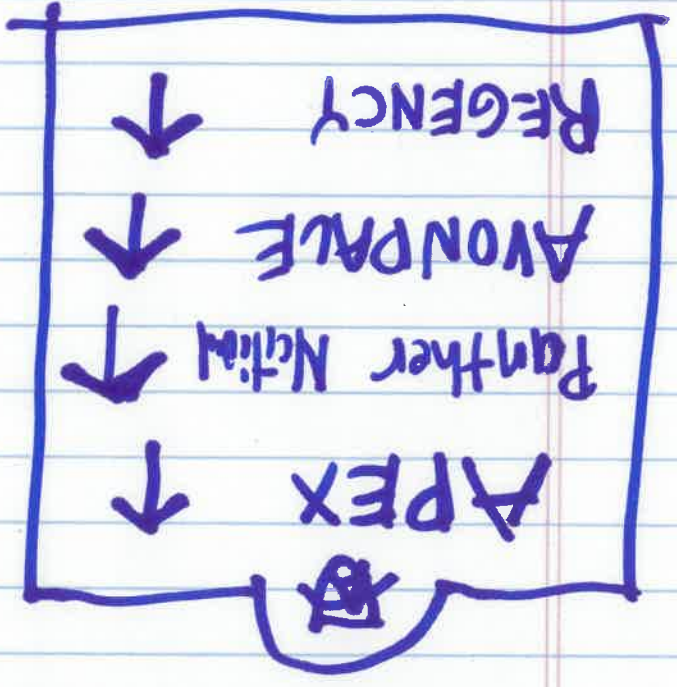
PLAN VIEW



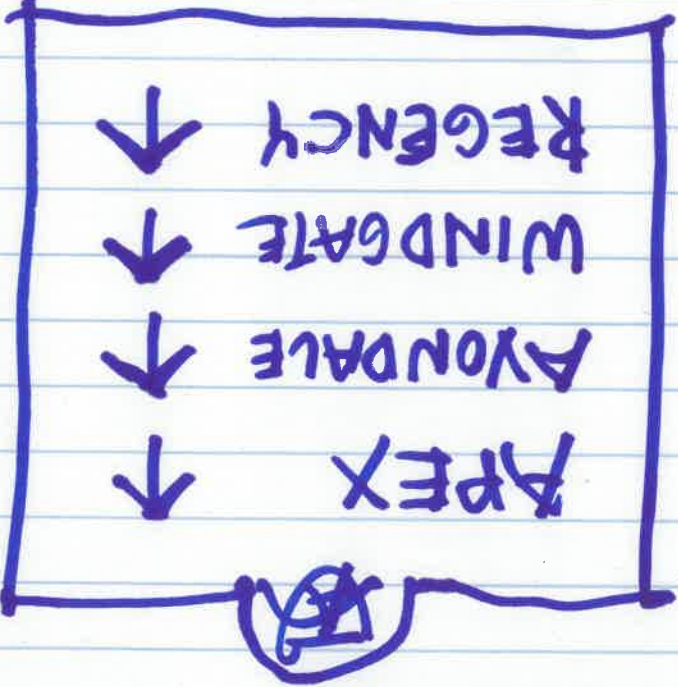
SIGN 3:



SIGN 4:



SIGN 1:



SIGN 2:

CHANGE ORDER NO. 17

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

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

Description:

- Remove fill piles from miscellaneous parcels and use for filling Phase 2 - \$198,035.96
- Construct earthwork berms - \$155,625.35
- Sod lake banks - \$10,459.90
- Excavate/repair lake - \$92,074.00


Total change order request = \$456,195.21

Attachments:

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$20,611,390.00	Original Contract Times: Refer to contract Exhibit "E"

<p>[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>16</u> :</p> <p>\$14,866,365.98</p>	<p>[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___:</p> <p>None</p>
<p>Contract Price prior to this Change Order:</p> <p>\$35,477,755.98</p>	<p>Contract Times prior to this Change Order:</p> <p>Refer to contract Exhibit "E"</p>
<p>[Increase] [Decrease] of this Change Order</p> <p>\$456,195.21</p>	<p>[Increase] [Decrease] of this Change Order</p> <p>None</p>
<p>Contract Price incorporating this Change Order:</p> <p>\$35,933,951.19</p>	<p>Contract Times with all the approved Change Orders:</p> <p>None</p>

<p style="text-align: center;">RECOMMENDED:</p> <div style="text-align: center;">  </div> <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>11/30/2023</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ H and J Contracting, Inc. Jeremy Rury Vice President</p> <p>Date: _____</p>
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EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT "A"

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Community Development District Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Contact: Manny Mato Phone: Fax:
Project Name: Avenir Remove Fill Piles In A9-November-2022 Project Location: Palm Beach Gardens	Bid Number: Change Order Bid Date: 11/22/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Remove A9 Fill Piles-November 2022	10,333.00	CY	\$2.40	\$24,799.20

Total Bid Price: \$24,799.20

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

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Community Development District	Contact: Manny Mato
Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:
	Fax:
Project Name: Avenir Remove Fill Piles In A4 September-November 2022	Bid Number: Change Order
Project Location: Palm Beach Gardens	Bid Date: 11/22/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Remove A4 Fill Piles	1,188.00	CY	\$2.40	\$2,851.20

Total Bid Price: \$2,851.20

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Community Development District	Contact: Manny Mato
Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:
	Fax:
Project Name: Avenir Remove Fill Piles In A2 September-November 2022	Bid Number: Change Order
Project Location: Palm Beach Gardens	Bid Date: 11/22/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Remove A2 Fill Piles	1,008.00	CY	\$2.40	\$2,419.20

Total Bid Price: \$2,419.20

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

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
Project Name:	Avenir Lake Repairs PODs 6-7-8	Bid Number:	
Project Location:	Palm Beach Gardens	Bid Date:	11/23/2022

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Repair Lake Banks In PODs 6,7,8	1.00	LS	\$7,248.00	\$7,248.00

Total Bid Price: \$7,248.00

Notes:

- Change order is to repair lake banks in POD's 6,7,8. Scope of work was directed by Keith OBrien.

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

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Community Development District Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Contact: Manny Mato Phone: Fax:
Project Name: Avenir Remove Fill Piles In A2 June 2023 Project Location: Palm Beach Gardens	Bid Number: Change Order Bid Date: 07/05/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Remove A2 Fill Piles - June	270.00	CY	\$2.40	\$648.00

Total Bid Price: \$648.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
Project Name:	Avenir Remove Fill Piles West Of Keith's Trailer June 2023	Bid Number:	Change Order
Project Location:	Palm Beach Gardens	Bid Date:	07/05/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Remove Fill Piles West Of Keith's Trailer - June	2,988.00	CY	\$2.40	\$7,171.20

Total Bid Price: \$7,171.20

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

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Community Development District	Contact: Manny Mato
Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:
	Fax:
Project Name: Avenir-POD 7- Remove Organics	Bid Number: Change Order
Project Location: Palm Beach Gardens	Bid Date: 08/16/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Mobilization	1.00	LS	\$1,500.00	\$1,500.00
110	Excavate Organics (CAT 336)	9.00	HR	\$280.00	\$2,520.00
115	Compact Fill (CAT Roller 533)	5.00	HR	\$160.00	\$800.00
120	Haul Off Organic Material And Haul In Clean Fill (ON-Road Tri-Axle)	5.00	HR	\$120.00	\$600.00
125	Geotechnical Testing	1.00	LS	\$645.00	\$645.00

Total Bid Price: \$6,065.00

Notes:

- The prices included herein do not include cost of payment and performance bonds, permits, engineering.

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

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Community Development District	Contact: Manny Mato
Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:
	Fax:
Project Name: Avenir Remove Fill Piles Moved	Bid Number: Change Order
Project Location: Palm Beach Gardens	Bid Date: 11/16/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
8.09.23	Remove A2 Fill Piles	198.00	CY	\$2.40	\$475.20
8.16.23	Remove A2 Fill Piles	216.00	CY	\$2.40	\$518.40
8.17.23	Remove A2 Fill Piles	128.00	CY	\$2.40	\$307.20
8.18.23	Remove A4 Fill Piles	270.00	CY	\$2.40	\$648.00
9.01.23	Remove A4 Fill Piles	144.00	CY	\$2.40	\$345.60
10.02.23	Remove A5 Fill Piles	792.00	CY	\$2.40	\$1,900.80
10.09.23	Remove Town Center Fill Piles 10.09.23-11.15.23	49,176.00	CY	\$2.40	\$118,022.40
10.17.23	Haul Fill To POD 9	342.00	CY	\$2.40	\$820.80
10.18.23	Remove A2 Fill Piles	162.00	CY	\$2.40	\$388.80
10.19.23	Remove A4 Fill Piles	162.00	CY	\$2.88	\$466.56
10.19.23	Remove A5 Fill Piles	180.00	CY	\$2.40	\$432.00
10.19.23	Remove A5 Fill Piles	450.00	CY	\$2.40	\$1,080.00
10.20.23	Remove A5 Fill Piles	954.00	CY	\$2.40	\$2,289.60
10.23.23	Remove A5 Fill Piles	342.00	CY	\$2.40	\$820.80
10.24.23	Remove A5 Fill Piles	450.00	CY	\$0.00	\$0.00
10.26.23	Remove A5 Fill Piles	270.00	CY	\$2.40	\$648.00
10.30.23	Remove A5 Fill Piles	648.00	CY	\$2.40	\$1,555.20
10.31.23	Haul Fill To POD 9	180.00	CY	\$2.40	\$432.00
10.31.23	Remove A5 Fill Piles	648.00	CY	\$2.40	\$1,555.20
11.02.23	Remove A5 Fill Piles	792.00	CY	\$2.40	\$1,900.80
11.03.23	Remove A5 Fill Piles	540.00	CY	\$2.40	\$1,296.00
11.1.23	Remove A5 Fill Piles	540.00	CY	\$2.40	\$1,296.00

Total Bid Price: \$137,199.36

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

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Community Development District	Contact: Manny Mato
Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:
	Fax:
Project Name: Avenir Remove Fill Piles	Bid Number: Change Order
Project Location: Palm Beach Gardens	Bid Date: 11/27/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
11.07.23	Remove A2 Fill Piles	144.00	CY	\$2.40	\$345.60
11.08.23	Remove A2 Fill Piles	90.00	CY	\$2.40	\$216.00
11.14.23	Remove A5 Fill Piles	558.00	CY	\$2.40	\$1,339.20
11.15.23	Remove A2 Fill Piles	162.00	CY	\$2.40	\$388.80
11.15.23	Remove A5 Fill Piles	108.00	CY	\$2.40	\$259.20
11.17.23	Remove A2 Fill Piles	90.00	CY	\$2.40	\$216.00

Total Bid Price: \$2,764.80

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

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Community Development District	Contact: Manny Mato
Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:
	Fax:
Project Name: Avenir Clean Parcel D Everyones Junk	Bid Number: Change Order
Project Location: Palm Beach Gardens	Bid Date: 11/27/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Dumpsters	1.00	LS	\$3,100.00	\$3,100.00
110	Equipment T&M To Clean Up Lot	1.00	LS	\$3,770.00	\$3,770.00

Total Bid Price: \$6,870.00

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

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Community Development District	Contact: Manny Mato
Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:
	Fax:
Project Name: Avenir Phase 2 - A10 / PNB Berm	Bid Number: Change Order #8
Project Location: Palm Beach Gardens	Bid Date: 12/21/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Fill Half Of Berm On North Side Of A10	14,098.00	CY	\$2.40	\$33,835.20
20	Rough Grade	9,896.00	SY	\$0.35	\$3,463.60
30	Fine Grade After Wall And Irrigation Are Installed	9,896.00	SY	\$0.80	\$7,916.80

Total Bid Price: \$45,215.60

Notes:

- Change order is to build 1/2 of the berm between Panther Blvd. and POD 10.

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

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
Project Name:	Avenir Pod 12-Berm	Bid Number:	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	02/20/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
General Conditions						
	105	Construction Layout, As-Built Survey And Geotech Testing	1.00	LS	\$3,500.00	\$3,500.00
Total Price for above General Conditions Items:						\$3,500.00
Site Prep And Mass Grading						
	110	Cut To Fill/Balance Site	20,247.00	CY	\$3.85	\$77,950.95
	115	Rough Grade	11,275.00	SY	\$0.35	\$3,946.25
	120	Machine Grade Fine	11,275.00	SY	\$0.80	\$9,020.00
Total Price for above Site Prep And Mass Grading Items:						\$90,917.20

Total Bid Price: \$94,417.20

Notes:

- This proposal is based on revised plans and specifications prepared by BALLBE & ASSOCIATES entitled AVENIR - PANTHER NATIONAL - POD 12 dated 01/20/2023, and subject to the following provisions:

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

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
Project Name:	Panther National Maintenance Facility Berm-Avenir's Half	Bid Number:	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	2/20/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
General Conditions						
	105	Construction Layout, As-Built Survey And Geotech Testing	1.00	LS	\$1,500.00	\$1,500.00
Total Price for above General Conditions Items:						\$1,500.00
Site Prep And Mass Grading						
	110	Cut To Fill/Balance Site	3,770.00	CY	\$2.75	\$10,367.50
	115	Rough Grade	3,587.00	SY	\$0.35	\$1,255.45
	120	Machine Grade Fine	3,587.00	SY	\$0.80	\$2,869.60
Total Price for above Site Prep And Mass Grading Items:						\$14,492.55

Total Bid Price: \$15,992.55

Notes:

- This proposal is based on revised plans and specifications prepared by BALLBE & ASSOCIATES entitled AVENIR - PANTHER NATIONAL - POD 12 dated 01/20/2023, and subject to the following provisions:

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

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Development, LLC	Contact:	Manny Mato
Address:	550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Phone:	
Project Name:	Avenir Phase 2- Bahia Sod-Repair Lake Slopes At Interconnects	Bid Number:	Change Order
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Date:	05/24/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Regrade Lake Slopes-Rough Grade / Fine Grade	2,570.00	SY	\$1.55	\$3,983.50
	110	Repair Bahia Sod At Lake Slopes After Lake Interconnects Installation	2,570.00	SY	\$2.52	\$6,476.40

Total Bid Price: \$10,459.90

Notes:

- Change Order covers lake interconnects in Phase 1 of POD 15.

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

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Community Development District	Contact: Manny Mato
Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:
	Fax:
Project Name: Avenir POD 16 Lake Repair T&M	Bid Number: Change Order
Project Location: Palm Beach Gardens	Bid Date: 11/07/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	CAT 336 Backhoe	75.00	HR	\$280.00	\$21,000.00
110	CAT 740 Off Road End Dump	135.00	HR	\$350.00	\$47,250.00
115	CAT D6 Dozer	20.00	HR	\$230.00	\$4,600.00
120	Tri-Axle Dump Truck	60.00	HR	\$120.00	\$7,200.00
125	CAT 938 Loader	15.00	HR	\$180.00	\$2,700.00
130	Bahia Sod	3,700.00	SY	\$2.52	\$9,324.00

Total Bid Price: \$92,074.00

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

November 30, 2023

RE: Avenir Community Development District

The Avenir Community Development District is required to select an auditor to perform the audit for the district for the years ending September 30, 2023, September 30, 2024 and September 30, 2025; with an option for an additional two-year renewal.

In accordance with the Auditor Selection procedures as outlined by Florida Statute 218.391, the District has established the auditor selection criteria and has placed a legal advertisement requesting proposals from qualified audit firms.

Grau & Associates was the only firm to respond to the legal advertisement requesting proposals to perform the fiscal year ending September 30, 2023, September 30, 2024 and September 30, 2025 audits. The proposed fee for the audit for fiscal year ending September 30, 2023 is \$15,000.00. The proposed fee for the audit for fiscal year ending September 30, 2024 is \$15,300.00. The proposed fee for the audit for fiscal year ending September 30, 2025 audit is \$15,600.00. The proposed fee for the audit for fiscal year ending September 30, 2026 (option year) is \$15,900.00. And the proposed fee for the audit for fiscal year ending September 30, 2027 (option year) is \$16,200.00.

The proposal has a provision that if more Debt is issued the fees would be adjusted accordingly upon approval from all parties.

Note that the current audit firm for the District, Carr, Riggs & Ingram, LLC, decided to not submit a proposal.

It is recommended at this time that Grau & Associates be hired to perform the September 30, 2023, September 30, 2024 and September 30, 2025 annual government audits and also be selected, subject to fee adjustments for inflation, to perform the fiscal year end audits for the following two years (FYE 9/30/26 and 9/30/27).

Special District Services, Inc.



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

AVENIR

Community Development District

Proposal Due: October 17, 2023
4:00PM

Submitted to:

Avenir
Community Development District
c/o SDS
2501A Burns Road
Palm Beach Gardens, Florida 33410

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



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October 17, 2023

Avenir Community Development District
C/o SDS
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2023-2025, with an option for two (2) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Avenir Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

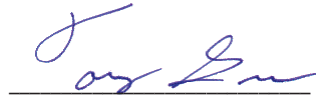
Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates

A handwritten signature in blue ink, appearing to read 'Antonio J. Grau', is written over a horizontal line.

Antonio J. Grau

Firm Qualifications



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



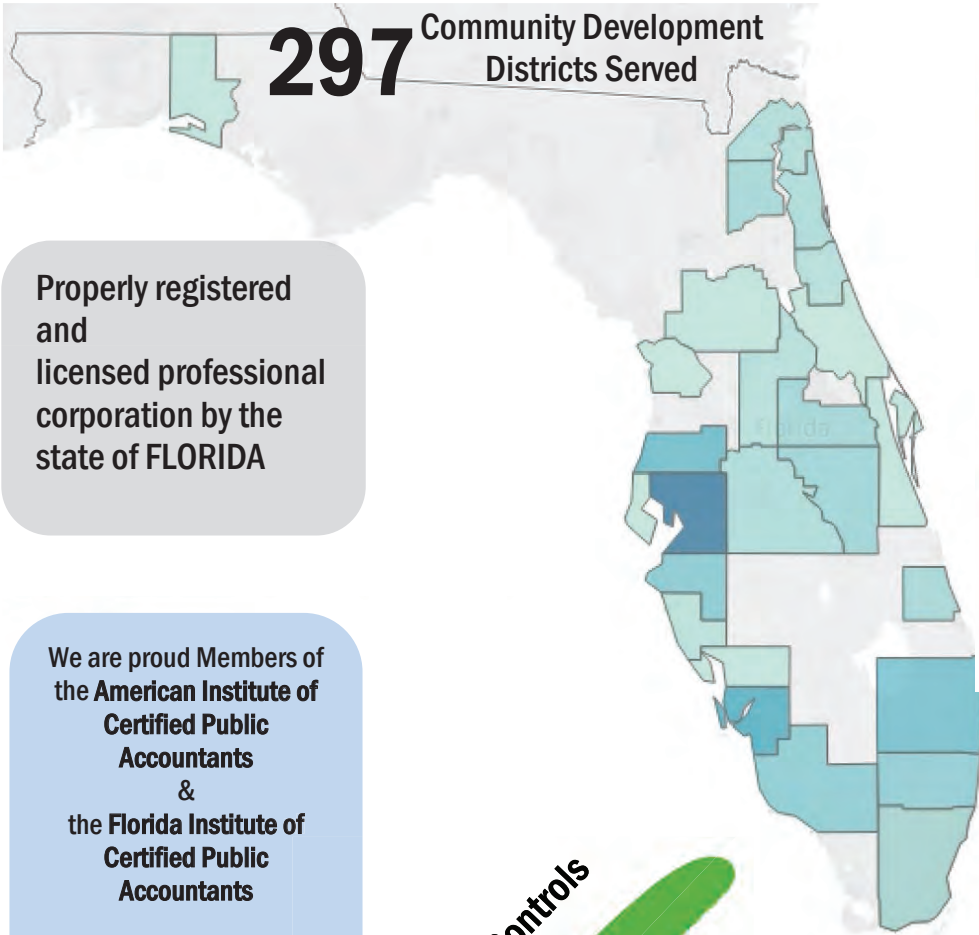
3 Partners
10 Professional Staff
2 Administrative Professionals



2005

Year founded

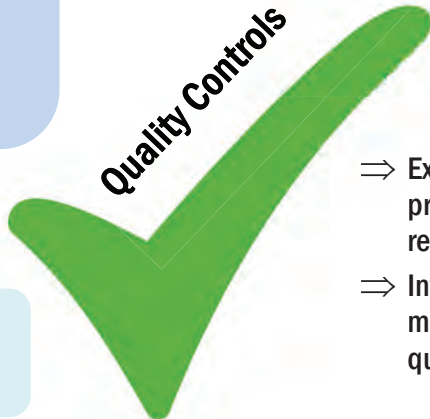
Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants

Quality Controls



- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

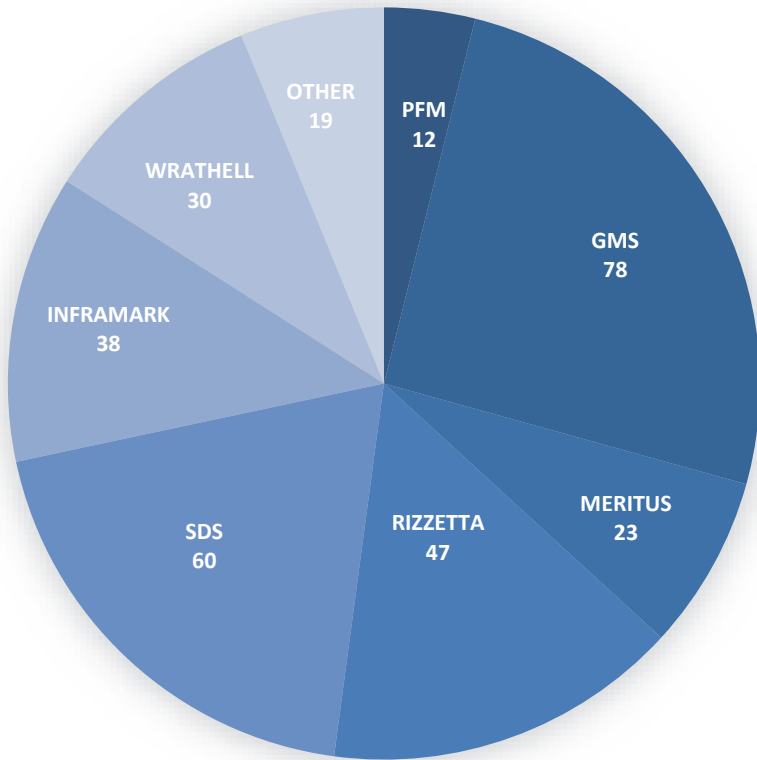
Firm Number: 900004390114

Review Number: 594791

Firm & Staff Experience



GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

*Years Performing Audits: 35+
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 58 hours
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

David Caplivski, CPA (Partner)

*Years Performing Audits: 13+
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

- Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

- David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA
Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
 Bachelor of Arts
 Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

- | | |
|--|--|
| Bayside Improvement Community Development District | St. Lucie West Services District |
| Dunes Community Development District | Ave Maria Stewardship Community District |
| Fishhawk Community Development District (I, II, IV) | Rivers Edge II Community Development District |
| Grand Bay at Doral Community Development District | Bartram Park Community Development District |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
| Boca Raton Airport Authority | |
| Greater Naples Fire Rescue District | |
| Key Largo Wastewater Treatment District | |
| Lake Worth Drainage District | |
| South Indian River Water Control | |

Professional Associations/Memberships

- | | |
|--|---|
| American Institute of Certified Public Accountants | Florida Government Finance Officers Association |
| Florida Institute of Certified Public Accountants | Government Finance Officers Association Member |
| City of Boca Raton Financial Advisory Board Member | |

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>58</u>
Total Hours	<u>82</u> (includes of 4 hours of Ethics CPE)



Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
 Master of Accounting
 Nova Southeastern University (2002)
 Bachelor of Science
 Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
 AICPA Certified Information Technology Professional (2018)
 AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants
 Member, Florida Institute of Certified Public Accountants
 Member, Florida Government Finance Officers Association
 Member, Florida Association of Special Districts

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work Financial audit
Engagement Partner Antonio J. Grau
Dates Annually since 1998
Client Contact Darrin Mossing, Finance Director
475 W. Town Place, Suite 114
St. Augustine, Florida 32092
904-940-5850

Two Creeks Community Development District

Scope of Work Financial audit
Engagement Partner Antonio J. Grau
Dates Annually since 2007
Client Contact William Rizzetta, President
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
813-933-5571

Journey's End Community Development District

Scope of Work Financial audit
Engagement Partner Antonio J. Grau
Dates Annually since 2004
Client Contact Todd Wodraska, Vice President
2501 A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

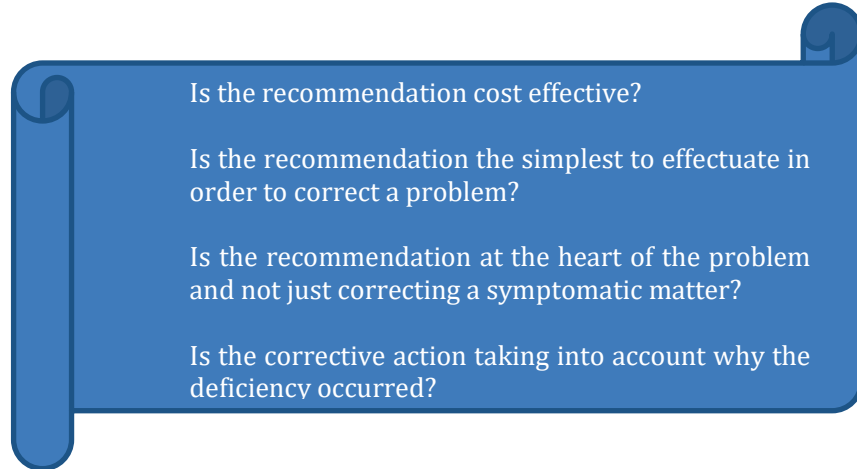
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2027 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2023	\$15,000
2024	\$15,300
2025	\$15,600
2026	\$15,900
2027	<u>\$16,200</u>
TOTAL (2023-2027)	<u>\$78,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional debt is issued the fees would be adjusted accordingly upon approval from all parties concerned.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Fund	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	332	5	3	327	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing **Avenir Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**



Fisher and Associates, LLC

Architects | Planners | Interior Designers | LEED Professionals
AA26001738

DESIGN SERVICE WORK ORDER

To: <u>Avenir Community Development District</u>	Date: <u>October 31, 2023 (Revised November 3, 2023)</u>
Attn: <u>Virginia Cepero</u>	From: <u>William J. Fisher, Jr.</u>
Project: <u>Avenir Town Center Publix and Retail Shops</u>	Project No: <u>219027</u>
DSW <u>#219027-8</u>	Re: <u>Site Structural Details</u>

PLEASE BE ADVISED THAT FISHER AND ASSOCIATES, LLC WILL PROCEED WITH THE FOLLOWING UPON AUTHORIZATION BY VIRGINIA CEPERO OF AVENIR COMMUNITY DEVELOPMENT DISTRICT. THIS IS NOT AN INVOICE. THE ACTUAL FEES WILL BE INVOICED MONTHLY AND UPON COMPLETION OF SERVICES. THERE WILL BE NO RETAINAGE HELD FROM PARTIAL BILLINGS.

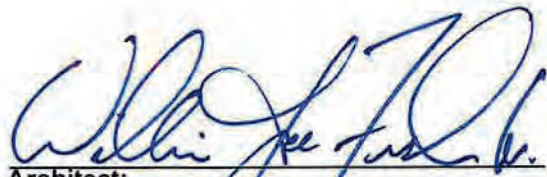
SCOPE OF WORK

This Design Service Work Order is in response to the request to develop engineered structural details for some of the schematic site features developed by UDS throughout the Town Center. The site items requiring structural engineering, which are included in this proposal, are the staggered screen wall, the raised plinth, and the solid bench seats. It is understood that we will provide the details on a single sheet which will be S&S for jurisdictional review.


Additional Service Fee associated with Site Structural Details:

- Structural: \$4,000.00

TOTAL FEE (ADD) associated with this addendum to the original agreement: (ADD) \$4,000.00



Architect:
William Joe Fisher, Jr. A.I.A., President
Fisher and Associates, LLC



Owner's Representative:
Virginia Cepero
Avenir Community Development District



HSQ GROUP, LLC
 Engineers • Planners • Surveyors
 1001 Yamato Road, Suite 105
 Boca Raton, Florida 33431
 (561) 392-0221 Phone • (561) 392-6458 Fax

October 26, 2023

Virginia Cepero
AVENIR COMMUNITY DEVELOPMENT DISTRICT
 550 Biltmore Way, Suite 1110
 Miami, FL 33134
 Phone: (305) 447-7494
 Fax: (561) 828-0440

Supplemental Agreement 15

Re: **NORTH LAKE BLVD / Coconut Blvd intersection design for EXISTING CONDITIONS**

Dear MS. Cepero:

The purpose of this Supplemental Agreement is to revise the span wire signal that was designed and permitted for phase I at Coconut Blvd and Northlake Blvd. The revision is to accommodate a dual southbound left turn and shift of the north leg of the intersection along with structural analyses. The changes will be presented to the county as a permit modification and will be issued to the contractor as a change order.

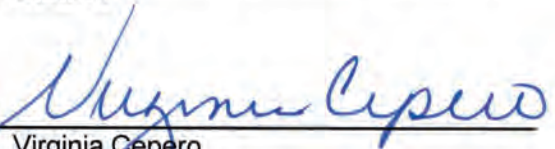
Total fee for this SA 15 will be \$2400 for structural and \$7500 for signal modification and permit modifications, total of \$9900

Acceptance of Proposal:

By: **HSQ Group, Inc.**

Signed: Nour Shehadeh
 Name: Nour Shehadeh, PE
 Title: Vice President
 Date: 10/26/23

Avenir Community Development District

By: 
 Signed: Virginia Cepero
 Name: Virginia Cepero
 Title: CHAIR
 Date: 11/14/2023

Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

November 8, 2023

Re: **Art Expenditure Authorization**

To Whom it May Concern:

On behalf of the Avenir Community Development District Board of Supervisors, Mr. Manuel Mato is authorized to expend a not-to-exceed amount of \$200,000 to procure art necessary for the City's "Art in Public Places" program.

If you have any questions or require any additional information, please do not hesitate to call our office at 561-630-4922.

Thank you,



Jason Pierman
District Manager
Special District Services, Inc.

Need to make sure this is not a part of any other contract entered into with a contractor performing work.

WJP
Contract
10/03/2023

Palm Beach Gardens, Palm Beach County, FL
New Crossing at Coconut Blvd
977004C; Florida Zone
Auburndale Subdivision; SX 953.61
CSXT OP No. FL2870

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and AVENIR COMMUNITY DEVELOPMENT DISTRICT, a body corporate and political subdivision of the State of Florida (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, a new crossing with active grade crossing warning devices due to new roadway, Coconut Boulevard, constructed through the CSXT right of way, with Department of Transportation Crossing Inventory Number 977004C, Railroad Milepost Number SX 953.61, located in Palm Beach Gardens, Palm Beach County, Florida, and closure of adjacent private crossing at Youth Camp Crossing, with Department of Transportation Crossing Inventory Number 628094S, Railroad Milepost Number SX 953.35, located in West Palm Beach, Palm Beach County, Florida, both crossings are within the Florida Zone, Auburndale Subdivision (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design

of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

If payment from Bond proceeds can Trustee issue Certified check?

This true? Much bond?

Can they all necessary permits rights?

where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

Verify for EOD Contractor performing work. → 9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

Make CS Contractor responsible for this → 10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.

10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.

10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential,

incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

handwritten note:
would prefer
to revise but
doubtful
CSX will
agree to
any changes
correct.

- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
- 12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. Entire Agreement This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its 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 or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: Avenir Community Development District
Special District Services, Incorporated (Inc.)
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: Jason Pierman, District Manager

Burns

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval

Be advised of venue, but don't think CSX will litigate this

Palm Beach Gardens, Palm Beach County, FL
New Crossing at Coconut Blvd
977004C; Florida Zone
Auburndale Subdivision; SX 953.61
CSXT OP No. FL2870

County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: _____

Title: _____

CSX TRANSPORTATION, INC.

By: _____

Edward D. Sparks
Chief Engineer – Bridges, Design & Construction

*I don't think
CND has these
insurance coverages.
Agent should be notified
to address CND public liability
& Contractor has
the first part
of the
required
coverages*

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

2

- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i) Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20____, between AVENIR COMMUNITY DEVELOPMENT DISTRICT and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

*to be
signed by
CDD contractor*

\\COR\130459.7



CAULFIELD & WHEELER INC.
Consulting Engineers, Surveyors, & Landscape Architects

Celebrating
40
years

Engineering: EB0003591
Surveying: LB0003591
Landscape Architecture: LC0000318

November 28, 2023

Proposal #11-23-120

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

Re: Agreement for professional services relating to "AVENIR COCONUT BLVD ENTRY FEATURE" project located in the City of Palm Beach Gardens, Palm Beach County, Florida.

Dear Mrs. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR COCONUT BLVD ENTRY FEATURE". The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). SKETCH OF DESCRIPTION FOR AVENIR COCONUT BLVD ENTRY FEATURE

Consultant shall prepare a sketch and legal description for the proposed "AVENIR COCONUT BLVD ENTRY FEATURES". All sketches shall be prepared in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Fee.....\$650.00

2). MISCELLANEOUS SERVICES

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

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

3). GENERAL PROVISIONS

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

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

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

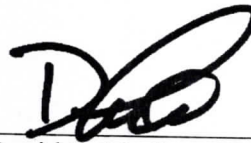
- D. The Client shall be responsible for the payment of all reimbursable items (i.e. blueprints, printing, Engineering mylars, plat mylars, authorized travel, filing fees, permits, assessments, or governmental related fees).
- E. The obligation to provide further services under this agreement may be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

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

Page 4 – November 28, 2023
Proposal #11-23-120
Avenir Community Development District

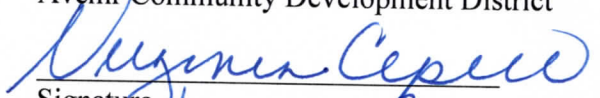
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District


Signature Virginia Cepero
Print Name CHAIR
Title _____
Date 11/29/2023

Z:\PROPOSALS-BIDS\Pending\2023\Avenir Coconut Blvd Entry Feature SKOD-Avenir CDD.docx



CAULFIELD & WHEELER INC.
Consulting Engineers, Surveyors, & Landscape Architects

Celebrating
40
years

Engineering: EB0003591
Surveying: LB0003591
Landscape Architecture: LC0000318

October 12, 2023

Proposal #10-23-065

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

Re: Agreement for professional services relating to the "Avenir N-1 Conservation Area" project located in the City of Palm Beach Gardens, Palm Beach County, Florida (CWI Job #7955)

Dear Ms. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "Avenir N-1 Conservation Area" project. The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). SPECIFIC PURPOSE TOPOGRAPHIC SURVEY

Consultant shall conduct a Specific Purpose Topographic Survey of the subject property in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

- Survey will include cross sections.

Fee..... \$5,480.00

Time frame to complete is 3-4 weeks from notice to proceed.

2). MISCELLANEOUS SERVICES

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

Principals.....	\$190.00/hr.
Expert Witness Testimony.....	\$275.00/hr.
Laser Scanning Survey Crew.....	\$250.00/hr.
GPS Survey Crew.....	\$165.00/hr.
Robotic Survey Crew.....	\$140.00/hr.
Field Survey Crew.....	\$140.00/hr.
Professional Land Surveyor.....	\$140.00/hr.
Engineering Design.....	\$140.00/hr.
Landscape Architect/Site Planning.....	\$135.00/hr.
CADD/Technician/Draftsperson.....	\$100.00/hr.
Office Technician.....	\$75.00/hr.
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 - 1. Deem this agreement terminated. Caulfield & Wheeler, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or

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

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

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

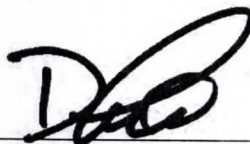
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- H. This Agreement may be assigned to another entity upon payment in full of outstanding invoices sent prior to the assignment request.

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Page 4 – October 12, 2023
Proposal #10-23-065
Avenir Community Development District

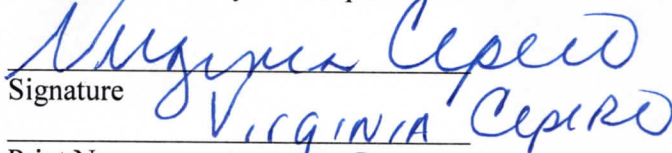
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District


Signature

Print Name

Title

Date

CFD
11/30/2023



*Monthly Managers Report
November 30, 2023*

Date of Report: 11/22/2023

Submitted by: Richard Salvatore

○ **Completed Tasks**

- Previously approved Aquatics program has been put in place, marketed, with participation growing.
- Fitness class options have been adjusted, by resident demand, class styles and timings added. Currently 5 classes per week, as opposed to the original 3 class per week offering.
- The gym equipment quarterly maintenance has been completed.
- Clubhouse and entrance holiday lights installed: Entrance lights set to run from 5:30pm-6:00 AM. Clubhouse lights are from sunset to sunrise.

○ **Ongoing Tasks**

- Removal of dead/dying landscaping around the clubhouse and amenities; replacement with like materials by Arazoza.

○ **Future Items**

- Consideration of adding gutters to the front of the clubhouse to prevent further washout of landscape materials during heavy rains. Proposals to be provided at the next meeting.
- Annual fire inspection is set to be completed in the coming weeks.
- Height of trees behind the pool deck, looking into the golf course, to be trimmed and lowered to provide golf course for patrons on the pool deck.
- Addition of the following items:
 - Singular gate to be installed to secure the walkway to the tennis courts and allow for installation of an access control point
 - Access control points on all pool deck perimeter gates, pickleball gate, and future tennis gate.
 - "Request to exit device" for gym double doors to complete the after hours access project.

○ **Proposals for consideration**

- See handout containing proposals for above mentioned landscape replacement work.



Lifestyle Directors Report

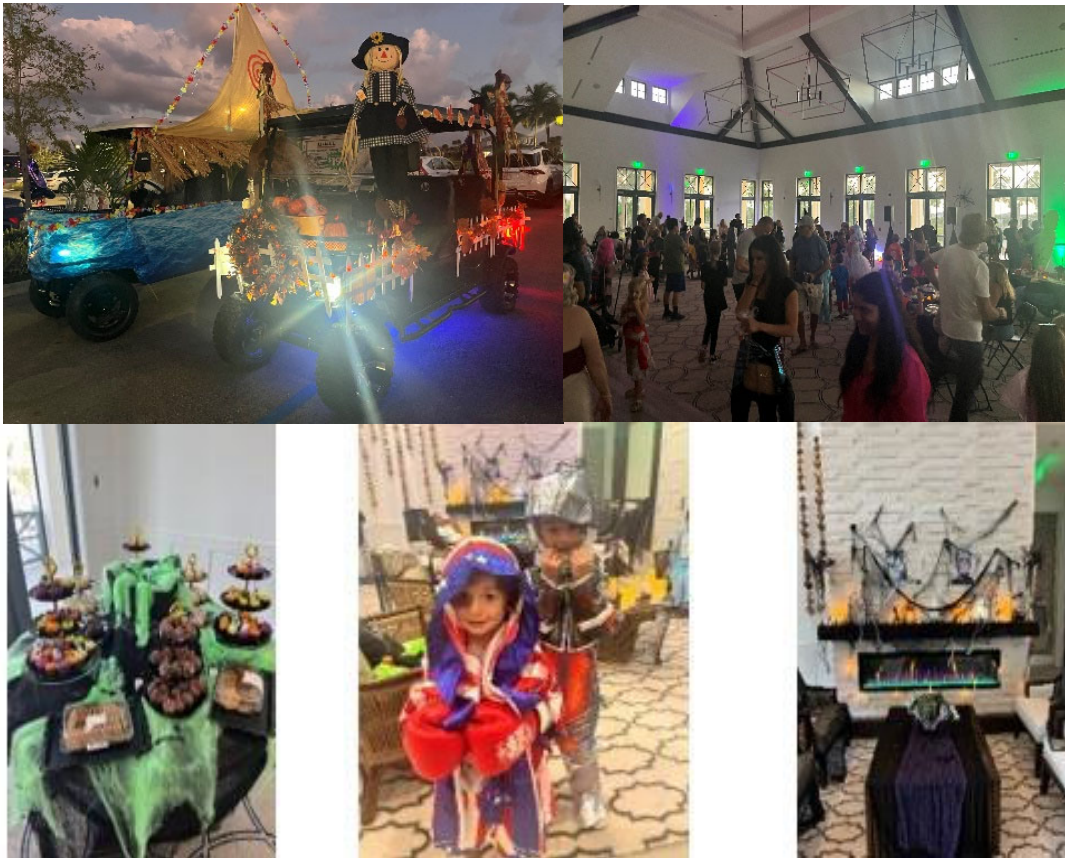
Date of Report: 11/22/2023

Submitted by: Patrice Chiaramonte

Completed Events:

Halloween: October 28th, 2023

- This was the biggest turnout to a party yet! Over 300 participants came to enjoy the Avenir Halloween Party! There was live DJ entertainment, live comedy entertainment, a Food Truck by Che Grill, a Golf Cart Decorating Contest, and two Best Dressed Halloween Contests. Residents feedback was excellent, stating this was the best event to date.



Farmers Market: Sunday, November 5th, 2023

- Over 100 participants came to the first ever Avenir Farmers Market, to support local vendors. The feedback of this trial event was exceedingly positive, with many people requesting this be done monthly!



Parent & Me Music Class: Saturday, November 11th, 2023

- The adults loved this music class just as much as the kids! Held in the event hall, this gave the class plenty of space for all to enjoy a bit of music instruction and self-expression through instruments.



David Yurman Sip & Shop: Sunday, November 12th, 2023

- A partnership was created with David Yurman Jewelers for an exclusive, Off Site, VIP event. Avenir were invited to sip & shop at David Yurman's in The Gardens Mall for a private experience in which they also received an exclusive Jewelry Satchel as a gift with a purchase.



Fall Festival: Saturday, November 18th, 2023

- Over 130 participants came out to enjoy this seasonal festival. "Real Ting" provided live music to set the atmosphere. Food trucks were available for participants to satisfy their hunger, and fire dancers, and aerial artists put on a display once the sun went down.



Upcoming Events

- **Saturday December 2nd** : Holiday Boutique
- **Saturday December 9th** : Sleigh All Day
- **Saturday December 16th-17th** : Holiday Craft Day
- **Saturday December 30th** : “New Years Resolutions Comedy Show”
- **Friday January 5th** : Teen Night
- **Friday January 12th** : Food Truck Night
- **Saturday January 27th** : “Valentines Day” Paint Day
- **Friday February 2nd** : Adult Paint Night
- **Sunday February 11th** : Superbowl Party & Live Stream

Field Operations Manager Report

Date Submitted: 11/22\2023

Submitted by: Jorge Rodriguez

Completed Tasks

- The tiles and grout inside the clubhouse have been cleaned.
- The lounges chairs and chairs at the pool deck have been pressure washed.
- Touchup paint throughout the entire clubhouse interior has been completed.
- The pool deck has been completely pressure washed.
- The aged life rings placed around the pool deck have been replaced.
- East and west pavilions have been pressure washed.
- All A/C unit's drain lines have been cleaned and treated.
- All A/C unit's filters have been replaced.
- All tennis courts screens have been reinstalled back on the fences after the recent storms.

Weekly Projects

- All garbage cans outside the club house and Avenir drive sidewalks have been picked up every week.
- All garbage cans inside the tennis courts and the pickleball courts have been picked up weekly.
- All outside and inside lights fixtures have been inspected weekly.
- 6 Clay Tennis Courts have been raked and rolled three times every week.
- All 8 hard floor Tennis Courts and pickleball courts have been blown daily to clean debris.
- The entire Club House and playgrounds have been blown daily.
- The spider webs around the Club House and the Playgrounds have been cleaned weekly.
- The playgrounds equipment has been pressure washed weekly.
- All pools, splash pad, spa, and fountains have been maintained daily.
- All the equipment on both playgrounds have been tightened and adjusted.
- All fans and pavilions have been cleaned weekly.
- All the outside recessed lighting covers have been removed and cleaned, removing all bugs and webs.

Current and Ongoing Project

- Touch up painting of the clubhouse exterior is set to begin early next week.
- Pressure washing of all amenity sidewalks, pool deck, and curbing is ongoing.
- The fire pit is currently down; Ignition parts are on order.
- The annual flower rotation for the winter season is set to begin.



From: [Rachel West](#)
To: rsalvatore@avenircdd.org; clubhouse@avenircdd.org
Cc: [Ghitza Serrano](#)
Subject: possible 2024 Election Day polling location at Avenir Clubhouse
Date: Thursday, October 26, 2023 1:56:47 PM
Attachments: [image001.png](#)

Good Afternoon, Mr. Salvatore:

I left you a voicemail yesterday, but I thought I would also try and reach you via email. The Supervisor of Elections Office is in the process of securing our polling locations for the upcoming 2024 Election Cycle. I am reaching out to you about the possibility of establishing a polling location for the 2024 Election Cycle at Avenir for the convenience of the growing numbers of voters in your area. I am hoping that there is a suitable space at the Avenir Clubhouse that could accommodate future elections. There are currently a total of 1,092 registered voters in precinct 5712 which includes Avenir. That number will undoubtedly continue to increase as new homes are built, and new residents move in, so we are hoping to establish an additional polling place to better accommodate your residents.

There are three scheduled election dates in 2024 as follows:

- **Presidential Preference Primary Election, Tuesday, March 19, 2024**
- **Primary Election, Tuesday, August 20, 2024**
- **General Election, Tuesday, November 5, 2024**

The voting booths and equipment will be delivered sometime during the week prior to each Election Day. When we receive the delivery schedule from our colleagues at our Voting Equipment Center, we will reach out to let you know what day to expect them. The equipment and equipment cabinet are locked and can be stored in another area of the facility, it doesn't have to be in the polling room the whole time if you have other events going on. As it gets closer to each scheduled election, we will have a better idea of how many poll workers will be assigned to each location, and we can advise what they will need as far as tables and chairs. The poll workers will visit on the Monday prior to each Election Day to set up tables and chairs and test the connectivity of the voting equipment within the polling room, so we would just ask if you had the equipment stored elsewhere, that it be moved into the polling room by the Monday before the poll workers visit to set up. The equipment and cabinet will be removed in the days that follow each election.

On Election Day, the polls are open from 7am until 7pm, with the poll workers arriving at 5:30am to finish setting up and prepare to greet voters when the polls open at 7am. If there are any voters in line by 7pm, they are allowed to complete the voting process. Once the last voter has left the polling room, the poll workers will break down the voting booths and equipment and box up the ballots, so, depending on how busy their day was, they should be ready to leave the facility by 8 or 8:30pm. On Election Day, polling locations become public domain, and any person requesting access to the polling place, whether poll workers, poll watchers, voters, or persons conducting allowable campaign activities outside of the 150 foot no solicitation zone outside of the polling place, must be allowed access. The first two scheduled election dates are not anticipated to be as busy as the third, so the first two give us an opportunity to see what works, and what might need to

be improved before the busier General Election in November.

Prior to the use of any polling location, our team will visit the location to take photos, draw diagrams, and complete our required ADA accessibility survey. It takes a little less than an hour to complete the assessment of any proposed polling room and parking area, but once someone shows us to the space, they would not have to stay the entire time while we take our measurements. We would schedule a visit that suits your schedule, preferably when the room is not in use so that our photos do not include members of the public.

Please let me know if you have any additional questions or concerns. I look forward to hearing from you soon, and I thank you in advance for your consideration of our request to establish a polling location in Avenir for future elections. Our office relies on the support of our community and our polling location contacts to successfully accommodate the voters of Palm Beach County.

Best regards,

Rachel West
Elections Specialist
Precinct and Polling Location Coordinator

Main Phone: (561) 656-6200
Direct Line: (561) 656-6237
SOE Cell: (772) 631-6309
Fax: (561) 656-6220
rachel@votepalmbeach.gov



Wendy Sartory Link
Palm Beach County Supervisor of Elections

[f](#) [t](#) [i](#) [i](#) [v](#) @VotePalmBeach

VotePalmBeach.gov

240 South Military Trail, West Palm Beach, FL 33415 561.656.6200 561.656.6287



PLEASE NOTE: Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. Florida Statute 668.6076.