



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
JANUARY 25, 2024
12:30 P.M.**

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

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

AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, Florida 33410
REGULAR BOARD MEETING
January 25, 2024
12:30 p.m.

- A. Call to Order
- B. Proof of Publication
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. November 30, 2023 Special Board Meeting
- G. Old Business
- H. New Business
 - 1. Consider Approval of Fifth Amendment to the Fifth Supplement Report (Assessment Area Two)
 - 2. Consider Approval of Avenir Spine 5 Agreement (SPF Underground)
 - 3. Consider Approval of Northlake Blvd Phase II Agreement (JW Cheatham)
 - 4. Consider Approval of Panther National Entry Feature Agreement (Stofft)
- I. Change Orders
 - 1. Consider Ratification of JW Cheatham Northlake Ph 2-Change Order No. 4
 - 2. Consider Approval of Northlake Blvd Phase One Change Order #1 (JW Cheatham)
 - 3. Consider Approval of Phase Two Earthwork Contract - CO#17 Revisions
- J. Consent Agenda
 - 1. Consider Ratification of Proposal for Geotechnical Exploration for Pod 18
 - 2. Consider Ratification of Tract O-17 Deed
- K. Clubhouse
 - 1. Clubhouse Management Update
- L. Administrative Matters
- M. Board Member Comments
- N. Adjourn

PALM BEACH

STATE OF FLORIDA
COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared ANGELINA GARAY, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, of Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

AVENIR COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE - NOTICE IS HEREBY GIVEN THAT THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT WILL HOLD REGULAR BOARD MEETINGS AT THE OFFICES OF SPECIAL, ETC.

in the XXXX Court,
was published in a newspaper by print in the issues of Palm Beach Daily Business Review f/k/a Palm Beach Review on

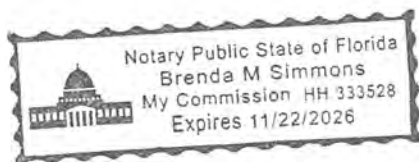
10/13/2023

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

Angelina Garay
Sworn to and subscribed before me this
13 day of OCTOBER, A.D. 2023

(SEAL)

ANGELINA GARAY personally known to me



AVENIR COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE

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

October 26, 2023
November 16, 2023
December 21, 2023
January 25, 2024
February 22, 2024
March 28, 2024
April 25, 2024
May 23, 2024
June 27, 2024
July 25, 2024
August 22, 2024
September 26, 2024

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

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking

place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

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

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

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

10/13

23-02/000688548P

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
NOVEMBER 30, 2023**

A. CALL TO ORDER

The November 30, 2023, Special Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:32 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Special Board Meeting had been published in the *Palm Post* on November 21, 2023, as legally required.

C. CONSIDER BOARD RESIGNATION AND APPOINT NEW BOARD MEMBER

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz, and unanimously passed accepting Rodolfo Stern’s resignation.

A **motion** was then made by Ms. Cepero, seconded by Mr. Lopez, and unanimously passed appointing Rosa Schechter to Seat 5.

D. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER DUTIES & RESPONSIBILITIES

Mr. Pierman, Notary for the State of Florida, administered the Oath of Office to Ms. Schechter.

E. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero, Vice Chairman Roberto Horowitz and Supervisors Daniel Lopez and Rosa Schechter 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 Rep Tanya McConnell; and Clubhouse Reps Rick Salvatore and Patrice Chiaramonte.

Also present were Michael McElligott and Stephanie Brown of Special District Services, Inc.

F. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Pierman explained that it was now necessary to elect officers. A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz, and unanimously passed electing the following slate of officers:

CH: Virginia Cepero
VC: Roberto Horowitz

Sec/Treas: Jason Pierman
Assist. Sec: Daniel Lopez
Assist. Sec: Eduardo Stern
Assist. Sec: Rosa Schechter

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

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

H. APPROVAL OF MINUTES

1. September 28, 2023, Public Hearing & Regular Board Meeting

The minutes of the September 28, 2023, Public Hearing & Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the minutes of the September 28, 2023, Public Hearing & Regular Board Meeting, as presented.

I. OLD BUSINESS

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

J. NEW BUSINESS

1. Consider Resolution No. 2023-15 – Adopting a Fiscal Year 2022/2023 Amended Budget

Resolution No. 2023-15 was presented, entitled:

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.**

Mr. McElligott explained that invoices totaling about \$95,000 had come in yesterday for the prior fiscal year, so we need to determine their allocation between the clubhouse and the overall District. He also explained that there was an Operations & Maintenance shortfall that Avenir Development had paid as a developer contribution. Following discussion, a **motion** was made by Ms. Cepero, seconded by Ms. Schechter, and unanimously passed adopting Resolution 2023-15, subject to final staff review.

2. Consider Agreement for Professional Services Relating to the Avenir N-1 Consideration Area

Mr. Ballbe explained that a survey was required for the outfall structure in the amount of \$5,480. It was noted that revised language needed to be included in the agreement, which Mr. Ballbe said he would include.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter, and unanimously passed approving the agreement, subject to the revised language being added.

3. Consider Proposal to Provide Engineering Design Services for the Stormwater Pump Station

Mr. Ballbe explained that this agreement was for extending rip rap to the outfall structure in the amount of \$4,920.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously approving the engineering design services for the stormwater pump station to extend rip rap to the outfall structure in the amount of \$4,920.

4. Consider Covenant to Maintain Coconut Boulevard Entrance Features

Mr. Pawelczyk explained that Palm Beach Gardens was requiring this covenant stating that the District will maintain what it owns and be responsible for maintenance. It also states that the District will relocate the entrance feature, if needed. Ms. Schechter noted that the City was still reviewing the document.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter, and unanimously passed approving the covenant, in substantially final form, subject to legal review.

5. Consider Appraisal Agreement (Pod 16 Lake)

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously approving the appraisal agreement)Pod 16 Lake).

6. Consider Pod 16 Lake Conveyances – Assessment Area Three Project

Mr. Pawelczyk explained that multiple parcels had been identified and he was working with Ty Bongard to finalize the documents.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez, and unanimously passed authorizing the execution of documents related to the Assessment Area Three Project conveyance and accepting the conveyance of lake parcels.

7. Consider Parcel D Plat

Mr. Ballbe explained that the Pod D plat is for Pod D across from the Town Center.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Parcel D Plat.

8. Consider Grant of Easement for Conservation Area

9. Consider Grant of Easement for Conservation Area (Functional Gain)

Mr. Pawelczyk noted that these were large conservation tracts that Avenir Development was conveying to Palm Beach Gardens, and that the easement gives the District and Avenir Development authority to

perform mitigation needed. He further noted that it was suggested that there be two easements, one for mitigation and one for mitigation credits, which preserve mitigation credits on behalf of the developer.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter, and unanimously passed approving both easements in substantially final form.

10. Consider Pod 20 Tract O-17 Conveyance

Mr. Pawelczyk explained that Tract O-17 was being conveyed to the Association because it was previously mistakenly conveyed to the District. Because the District paid for it with bond proceeds, there will be a credit paid to the District from the Developer.

A **motion** was made by Ms. Schecher, seconded by Mr. Lopez, and unanimously passed approving the Pod 20 Tract O-17 conveyance, in substantial final form.

11. Consider Award of Mitigation Services

Mr. Ballbe explained that EW Consulting was the only respondent to the Mitigation RFP and recommended awarding the contract to EW. This is for mitigation of 1,594 acres of preserve area.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez, and unanimously passed awarding the mitigation contract to EW Consulting which will commence on December 1st.

12. Accept and Receive Fiscal Year 2023 Engineer's Report

A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz and passed unanimously accepting and receiving the Fiscal Year 2023 Engineer's Report.

13. Consider Temporary Construction Easement (PBG)

Mr. Pawelczyk explained that the temporary construction easement was for Tract A, within Plat D, and will allow the District and Avenir Development to complete improvements. He noted that there was an area in the document that Ty Bongard was correcting, and recommended approval, in substantial final form.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero, and unanimously passed to approve the Temporary Construction Easement, in substantial final form.

14. Consider GL Homes Sign Request

Mr. Pierman noted that the City of Palm Beach Gardens was requiring a letter from the District stating that the placement of GL Homes' sign was permissible. Ms. Schechter added that the sign should state that GL Homes was responsible for obtaining additional approvals.

15. Consider Revised AWC Proposal (Mission Telemetry System)

Mr. Pierman explained that the original proposal did not include a rain gauge. The new proposals include a revised original proposal and a separate proposal for the rain gauge installation.

A motion was made by Mr. Horowitz, seconded by Mr. Lopez and passed unanimously approving the Revised AWC Proposal for the Mission Telemetry System for the rain gauge installation.

K. CHANGE ORDERS

1. Consider Avenir Pump Station – Murray Logan CO #1 - \$321,364.63

Mr. Ballbe explained that Murray Logan C.O. #1 was to clean up the contract with Murray Logan. It includes the initial permit payment and fire access to mitigation area requested by the fire department. Mr. Ballbe noted that the District had already paid for the permit, and an additional \$30,000 needed to be paid for the fire access.

2. Consider Avenir Spine Road Phase 4 – Centerline Change Order #48 - \$44,486.19

Mr. Ballbe explained that Centerline Change Order #8 was for additional watermain required by Seacoast, as well as temperature striping.

3. Consider Avenir Spine Road Phase 4 – SPF Underground Change Order #18-19 - \$90,468.88

Mr. Ballbe explained that SPF Underground Change Order #18-19 was for additional conduit and pressure testing.

4. Consider Avenir Spine Road 5 – Centerline Change Order #2 - \$504,012.32

Mr. Ballbe explained that Centerline Change Order #2 was for the installation of a Seacoast master meter for the Palm Beach County Utility Department, and to run conduit sleeving.

5. Consider Spine Road Phase 6 – Centerline Change Order #1 - \$1,863,526.32

Mr. Ballbe explained that Centerline Change Order No. 1 was for water system plan revisions, roadway work, and conduit sleeving, requested by Seacoast.

6. Consider Avenir Town Center Bypass Roads – H&J Contracting Change Order No. 2 - \$28,600.00

Mr. Ballbe explained that H&J Contracting Change Order No. 2 was for wayfinding signs requested by the City.

7. Consider Avenir Phase Two Earthwork – H&J Contracting Change Order # 17 - \$456,195.21

Mr. Ballbe explained that H&J Contracting Change Order No. 17 was for removing piles for filling, earthwork berms, lake bank sod, and lake repairs.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez, and unanimously passed approving Charge Order Items 1 through 7, as presented.

L. AUDITOR SELECTION COMMITTEE

1. Ranking of Proposals/Consider Selection of an Auditor

Mr. Pierman explained that, at this time, it was in order for the Board to convene as the Auditor Selection Committee to review the results of the auditor selection criteria from the responding firms.

Mr. Pierman explained that one firm, Grau and Associates, had responded, and presented their response. A **motion** was made by Ms. Schechter, seconded by Mr. Lopez, and unanimously passed ranking Grau and Associates as the top respondent, and to recess the Auditor Selection Committee and resume the Regular Board Meeting:

Sitting as the Board, a **motion** was made by Mr. Horowitz, seconded by Ms. Schechter, and unanimously passed accepting the recommendation of the Auditor Selection Committee and directing staff to enter into negotiations with Grau and Associates.

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 Boulevard Entry Feature Proposal (Caulfield)**
- 6. Consider Ratification of N1 Conservation Area Proposal (Caulfield)**

A **motion** was made by Mr. Horowitz, seconded by Ms. Cepero, and unanimously passed ratifying Consent Agenda Items 1 through 6.

N. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore presented his report, noting that holiday lights had been installed and that work on access control for the tennis, pickle ball courts and pool was ongoing. It was noted that the fencing will be authorized prior to the next meeting and brought for ratification. Ms. Chiamonte provided an overview of events that were held, noting that turnout has been fantastic.

2. Consider Election Day Polling Place Request

Mr. Pierman explained that he had received a request from the Supervisor of Elections' office asking if the clubhouse might be used as a polling place. Following discussion, the Board agreed that the future fire station, or even Sandhill Crane might be a better venue.

3. Discussion Regarding Holiday Festivities

Mr. Salvatore explained that he had received a request to hold a Hanukkah event at the clubhouse. He noted that they were holding an inclusive holiday reception and were trying to make everything they did non-specific to any one religion because the District is a government. Following discussion, the Board consensus was that as much as they would love to grant the request, as a government, they cannot sponsor it because they are a government.

O. ADMINISTRATIVE MATTERS

1. Discussion Regarding 5K Run Sponsorship Request

Mr. Pierman presented a request for the District to sponsor the 5K Run. Following discussion, the Board consensus was to not sponsor any events.

P. BOARD MEMBER COMMENTS

Mr. Pierman noted that the December meeting would be cancelled.

Q. 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 Special Board Meeting at 1:54 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

AVENIR COMMUNITY DEVELOPMENT DISTRICT



FIFTH AMENDMENT TO THE FIFTH SUPPLEMENTAL ENGINEER'S REPORT

ASSESSMENT AREA TWO

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

January 12, 2024

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PART I: **INTRODUCTION**

This Fifth Amendment to the Fifth Supplemental Engineer's Report (the "Report") was prepared by Ballbé & Associates, Inc. (the "District Engineer") on behalf of the Avenir Community Development District Board of Supervisors (the "Board"), the governing body of the Avenir Community Development District (the "District") for the purposes of describing the completed and proposed land conveyances between the District and Avenir Development, LLC, as the same pertain to the Assessment Area Two – 2021B Project.

This Report amends the Fifth Supplemental Engineer's Report dated September 25, 2020, as amended from time to time, to summarize the extent, nature, costs and benefits of said land conveyances for the Assessment Area Two – 2021B Project.

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

PART II: GENERAL INFORMATION

1. Land Acquisition 2021B Bonds (Assessment Area Two – 2021B Project)

The District issued its 2021B Bonds for the Assessment Area Two – 2021B Project 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”).

Below please find the parcels within the Assessment Area Two – 2021B Project Area and the planned uses (refer to Exhibit A):

Parcel I.D.	Product/Use	No. of Units
A-10 & A-11	65' wide residential	155
	77' wide residential	107
A-15 (GL)	50' wide residential	358
	62' wide residential	204
A-18	80' wide residential	103
A-20	55' wide residential	75
	65' wide residential	69
A-21	50' wide residential	194
TOTALS =		1,265 units

2. 2021 District Land Purchase Description

As part of the Assessment Area Two – 2021B Project, the District acquired at fair market value certain parcels of land from Avenir Development, LLC (herein, the “Developer”) on September 30, 2021 by Special Warranty Deed recorded in O.R. Book 32950, Page 1580, of the Public Records of Palm Beach County, Florida and subsequently amended on April 5, 2022 by Corrective Special Warranty Deed recorded in O.R. Book 33529, Page 971, of the Public Records of Palm Beach

County, Florida (collectively, the "2021 Deeds"), incorporated herein by reference.

The parcels acquired by said 2021 Deeds are as follows:

Parcel I.D.	Description
Lake 1	Parcel A-15 Lake #1
Lake 5	Parcel A-15 Lake #5
Lake 6	Parcel A-15 Lake #6
Lake 7	Parcel A-15 Lake #7
Lake 8	Parcel A-15 Lake #8
Lake 9	Parcel A-15 Lake #9
Lake 10	Parcel A-15 Lake #10
Lake 11	Parcel A-15 Lake #11
Lake 12	Parcel A-15 Lake #12
Lake 13	Parcel A-15 Lake #13
Lake 14	Parcel A-15 Lake #14
Lake 15	Parcel A-15 Lake #15
Lake 18	Parcel A-18 Lake
Lake 20	Parcel A-20 Lake
Lake 21	Parcel A-18 Lake
Spine Road 4	Spine Road 4 right-of-way (Avenir Drive)
Spine Road 5	Spine Road 5 right-of-way (Panther National Boulevard)
Spine Road 6	Spine Road 6 right-of-way (Avenir Drive)
Parcel A-21 Buffer	Parcel A-21 PCD Buffer

As part of the Assessment Area Two – 2021B Project, the District paid \$25,222,200

for 168.148 acres of lands (\$150,000.00 per acre), utilizing proceeds from the Series 2021B Bonds issued by the District.

3. 2023 Developer Land Conveyance to District

Developer conveyed to District additional lands of value at no cost to District (no compensation was paid by the District for such tracts) on August 13, 2023, by Special Warranty Deed recorded in O.R. Book 34504, Page 749, of the Public Records of Palm Beach County, Florida (the "2023 Deed"), incorporated herein by reference. Said lands are described as follows:

Parcel I.D.	Description	Area
Tract LM2	Avenir Pod 20 Lake Maintenance Tract	0.538 acres
Tract W2	Avenir Pod 20 Lake	0.647 acres
<i>TOTAL AREA ACQUIRED BY DISTRICT AT NO COST =</i>		<i>1.185 acres</i>

4. 2023 District Land Conveyance to Developer

The District intends to return a parcel that was mistakenly conveyed to the District by the Developer pursuant to the 2021 Deeds so that the Developer can convey the parcel to the Avenir - Pod 20 Neighborhood Association, Inc., as intended in the recorded plat for said parcel.

The parcel mistakenly conveyed to the District is described as follows:

Parcel I.D.	Area
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	0.275 acres
<i>TOTAL AREA MISTAKENLY ACQUIRED BY DISTRICT IN 2021 =</i>	<i>0.275 acres</i>

Please refer to attached Exhibits B & C for the above described parcel descriptions. Therefore, the net benefit to the District for the 2021 & 2023 land conveyances is as follows:

Parcel I.D.	Description	Area
Tract LM2/W2	Area acquired by District at no cost	1.185 acres
Portion of Tract O-17	Area conveyed by District at no cost	0.275 acres
<i>TOTAL AREA BENEFIT TO DISTRICT AT NO COST =</i>		<i>0.910 acres</i>

The value received by the District in connection with the Tract LM2 and W2 conveyance far exceeds the value lost with the Portion of Tract O-17 conveyance (overall the District received an additional 0.910 acres at no cost). Such conveyances benefit the property owners within the Assessment Area Two – 2021B Project and the District ultimately received a surplus of land at no cost.

The District Board of Supervisors, at its meeting of November 30, 2023, acknowledged the mistaken conveyance and authorized the conveyance of the Portion of Tract O-17 back to the Developer.

PART III: CONCLUSION

A. *Benefits and Costs:*

The land acquisition and conveyance described above provides a direct and special benefit to all owners of the properties and residential parcels within Assessment Area Two.

B. *Modifications to the Report:*

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

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

Sincerely,

BALLBÉ & ASSOCIATES, INC.



Date: 1/12/2024

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

<i>PART II - GENERAL INFORMATION</i>	
Exhibit A	Assessment Area Two – 2021B Project Legal Description and Area Plan

ASSESSMENT AREA TWO – 2021B PROJECT AREA DESCRIPTION

AVENIR PARCELS A-10 & A-11

DESCRIPTION:

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

COMMENCING AT THE NORTHEAST CORNER OF PARCEL A-1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID PARCEL A-1, SOUTH 01° 13' 31" WEST FOR A DISTANCE OF 1113.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 06' 12", HAVING A RADIUS OF 4040.00 FEET, HAVING AN ARC DISTANCE OF 430.35 FEET, AND WHOSE LONG CHORD BEARS SOUTH 01° 49' 35" EAST FOR A DISTANCE OF 430.15 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 85° 07' 19" WEST FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 85° 07' 19" WEST FOR A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 85° 45' 48", HAVING A RADIUS OF 231.00 FEET, HAVING AN ARC DISTANCE OF 345.77 FEET, AND WHOSE LONG CHORD BEARS NORTH 47° 45' 35" WEST FOR A DISTANCE OF 314.38 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11° 02' 23", HAVING A RADIUS OF 2206.00 FEET, HAVING AN ARC DISTANCE OF 425.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 83° 50' 20" WEST FOR A DISTANCE OF 424.40 FEET; THENCE, SOUTH 78° 19' 08" WEST FOR A DISTANCE OF 72.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25° 39' 50", HAVING A RADIUS OF 530.00 FEET, HAVING AN ARC DISTANCE OF 237.40 FEET, AND WHOSE LONG CHORD BEARS NORTH 88° 50' 57" WEST FOR A DISTANCE OF 235.42 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 58' 58", HAVING A RADIUS OF 980.00 FEET, HAVING AN ARC DISTANCE OF 239.17 FEET, AND WHOSE LONG CHORD BEARS NORTH 83° 00' 31" WEST FOR A DISTANCE OF 238.57 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 167.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 34° 17' 38", HAVING A RADIUS OF 2835.00 FEET, HAVING AN ARC DISTANCE OF 1696.86 FEET, AND WHOSE LONG CHORD BEARS SOUTH 72° 51' 11" WEST FOR A DISTANCE OF 1671.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25° 43' 59", HAVING A RADIUS OF 1030.00 FEET, HAVING AN ARC DISTANCE OF 462.60 FEET, AND WHOSE LONG CHORD BEARS SOUTH 68° 34' 22" WEST FOR A DISTANCE OF 458.72 FEET; THENCE, SOUTH 08° 33' 38" EAST FOR A DISTANCE OF 10.00 FEET; THENCE, SOUTH 18° 32' 57" WEST FOR A DISTANCE OF 109.27 FEET; THENCE, SOUTH 03° 46' 02" EAST FOR A DISTANCE OF 264.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27° 07' 42", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 142.04 FEET, AND WHOSE LONG CHORD BEARS SOUTH 09° 47' 49" WEST FOR A DISTANCE OF 140.72 FEET; THENCE, SOUTH 23° 21' 40" WEST FOR A DISTANCE OF 224.96 FEET; THENCE, SOUTH 75° 33' 46" EAST FOR A DISTANCE OF 248.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29° 45' 21", HAVING A RADIUS OF 196.00 FEET, HAVING AN ARC DISTANCE OF 101.79 FEET, AND WHOSE LONG

CHORD BEARS SOUTH 60° 41' 06" EAST FOR A DISTANCE OF 100.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17° 19' 36", HAVING A RADIUS OF 345.58 FEET, HAVING AN ARC DISTANCE OF 104.51 FEET, AND WHOSE LONG CHORD BEARS SOUTH 55° 36' 26" EAST FOR A DISTANCE OF 104.11 FEET; THENCE, SOUTH 61° 15' 56" EAST FOR A DISTANCE OF 320.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30° 11' 52", HAVING A RADIUS OF 285.00 FEET, HAVING AN ARC DISTANCE OF 150.21 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 21' 52" EAST FOR A DISTANCE OF 148.48 FEET; THENCE, NORTH 14° 55' 14" EAST FOR A DISTANCE OF 239.41 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10° 14' 51", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 178.85 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 02' 39" EAST FOR A DISTANCE OF 178.61 FEET; THENCE, NORTH 25° 10' 05" EAST FOR A DISTANCE OF 101.37 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54° 48' 38", HAVING A RADIUS OF 128.00 FEET, HAVING AN ARC DISTANCE OF 122.45 FEET, AND WHOSE LONG CHORD BEARS NORTH 52° 34' 24" EAST FOR A DISTANCE OF 117.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20° 26' 45", HAVING A RADIUS OF 398.96 FEET, HAVING AN ARC DISTANCE OF 142.37 FEET, AND WHOSE LONG CHORD BEARS NORTH 69° 45' 20" EAST FOR A DISTANCE OF 141.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11° 08' 22", HAVING A RADIUS OF 470.57 FEET, HAVING AN ARC DISTANCE OF 91.49 FEET, AND WHOSE LONG CHORD BEARS NORTH 51° 15' 39" EAST FOR A DISTANCE OF 91.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72° 07' 55", HAVING A RADIUS OF 162.71 FEET, HAVING AN ARC DISTANCE OF 204.84 FEET, AND WHOSE LONG CHORD BEARS NORTH 84° 16' 22" EAST FOR A DISTANCE OF 191.58 FEET; THENCE, SOUTH 59° 39' 40" EAST FOR A DISTANCE OF 514.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24° 03' 31", HAVING A RADIUS OF 278.00 FEET, HAVING AN ARC DISTANCE OF 116.73 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 37' 55" EAST FOR A DISTANCE OF 115.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 31° 46' 47", HAVING A RADIUS OF 724.44 FEET, HAVING AN ARC DISTANCE OF 401.82 FEET, AND WHOSE LONG CHORD BEARS SOUTH 51° 29' 33" EAST FOR A DISTANCE OF 396.69 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25° 13' 54", HAVING A RADIUS OF 172.00 FEET, HAVING AN ARC DISTANCE OF 75.74 FEET, AND WHOSE LONG CHORD BEARS SOUTH 79° 59' 53" EAST FOR A DISTANCE OF 75.13 FEET; THENCE, NORTH 87° 23' 10" EAST FOR A DISTANCE OF 148.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21° 24' 55", HAVING A RADIUS OF 93.00 FEET, HAVING AN ARC DISTANCE OF 34.76 FEET, AND WHOSE LONG CHORD BEARS NORTH 76° 40' 42" EAST FOR A DISTANCE OF 34.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55° 26' 03", HAVING A RADIUS OF 560.00 FEET, HAVING AN ARC DISTANCE OF 541.80 FEET, AND WHOSE LONG CHORD BEARS SOUTH 86° 18' 44" EAST FOR A DISTANCE OF 520.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52° 35' 35", HAVING A RADIUS OF 211.00 FEET, HAVING AN ARC DISTANCE OF 193.68 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84° 53' 30" EAST FOR A DISTANCE OF 186.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09° 19' 07", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 162.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 73° 28' 16" EAST FOR A DISTANCE OF 162.46 FEET; THENCE, NORTH 78° 07' 49" EAST FOR A DISTANCE OF 158.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41° 39' 01", HAVING A RADIUS OF 221.00 FEET, HAVING AN ARC DISTANCE OF 160.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 57° 18' 19" EAST FOR A DISTANCE OF 157.14 FEET TO THE BEGINNING OF A CURVE TO THE

RIGHT THROUGH A CENTRAL ANGLE OF $32^{\circ} 59' 55''$, HAVING A RADIUS OF 78.00 FEET, HAVING AN ARC DISTANCE OF 44.92 FEET, AND WHOSE LONG CHORD BEARS NORTH $52^{\circ} 58' 46''$ EAST FOR A DISTANCE OF 44.30 FEET; THENCE, NORTH $69^{\circ} 28' 44''$ EAST FOR A DISTANCE OF 98.00 FEET; THENCE, NORTH $20^{\circ} 31' 16''$ WEST FOR A DISTANCE OF 209.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $15^{\circ} 38' 35''$, HAVING A RADIUS OF 4080.00 FEET, HAVING AN ARC DISTANCE OF 1113.94 FEET, AND WHOSE LONG CHORD BEARS NORTH $12^{\circ} 41' 59''$ WEST FOR A DISTANCE OF 1110.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 108.191 ACRES MORE OR LESS.

SUBJECT

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

AVENIR PARCEL A-15

DESCRIPTION:

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

COMMENCING AT THE WESTERLY MOST NORTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 40.00 FEET; THENCE, NORTH 69° 28' 44" EAST FOR A DISTANCE OF 67.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 416.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1580.00 FEET, HAVING AN ARC DISTANCE OF 382.28 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 381.35 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 970.00 FEET, HAVING AN ARC DISTANCE OF 1253.82 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1168.34 FEET; THENCE, NORTH 50° 19' 23" WEST FOR A DISTANCE OF 1520.66 FEET; THENCE, NORTH 80° 12' 07" EAST FOR A DISTANCE OF 52.73 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36° 42' 51", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 32.04 FEET, AND WHOSE LONG CHORD BEARS NORTH 21° 16' 57" EAST FOR A DISTANCE OF 31.49 FEET; THENCE, NORTH 39° 38' 23" EAST FOR A DISTANCE OF 428.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 38' 23", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 49.81 FEET, AND WHOSE LONG CHORD BEARS NORTH 19° 49' 11" EAST FOR A DISTANCE OF 48.83 FEET; THENCE, NORTH 00° 00' 00" EAST FOR A DISTANCE OF 213.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 53° 17' 06", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 66.96 FEET, AND WHOSE LONG CHORD BEARS NORTH 26° 38' 33" WEST FOR A DISTANCE OF 64.57 FEET; THENCE, NORTH 53° 17' 06" WEST FOR A DISTANCE OF 189.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16° 41' 04", HAVING A RADIUS OF 438.18 FEET, HAVING AN ARC DISTANCE OF 127.60 FEET, AND WHOSE LONG CHORD BEARS NORTH 42° 35' 46" WEST FOR A DISTANCE OF 127.15 FEET; THENCE, SOUTH 67° 08' 58" WEST FOR A DISTANCE OF 184.11 FEET; THENCE, NORTH 22° 51' 02" WEST FOR A DISTANCE OF 132.79 FEET; THENCE, SOUTH 67° 08' 58" WEST FOR A DISTANCE OF 49.71 FEET; THENCE, NORTH 22° 51' 02" WEST FOR A DISTANCE OF 61.48 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07° 52' 58", HAVING A RADIUS OF 1335.00 FEET, HAVING AN ARC DISTANCE OF 183.67 FEET, AND WHOSE LONG CHORD BEARS SOUTH 57° 45' 16" WEST FOR A DISTANCE OF 183.52 FEET TO A POINT OF COMPOUND CURVETURE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12° 00' 01", HAVING A RADIUS OF 555.00 FEET, HAVING AN ARC DISTANCE OF 116.24 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 48' 47" WEST FOR A DISTANCE OF 116.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04° 58' 31", HAVING A RADIUS OF 545.00 FEET, HAVING AN ARC DISTANCE OF 47.32 FEET, AND WHOSE LONG CHORD BEARS SOUTH 44° 18' 02" WEST FOR A DISTANCE OF 47.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01° 18' 22", HAVING A RADIUS OF 1325.00 FEET, HAVING AN ARC DISTANCE OF 30.21 FEET, AND WHOSE LONG CHORD BEARS SOUTH 46° 08' 06" WEST FOR A DISTANCE OF 30.21 FEET TO A POINT OF COMPOUND CURVETURE TO THE LEFT THROUGH A CENTRAL

ANGLE OF 33° 44' 38", HAVING A RADIUS OF 52.00 FEET, HAVING AN ARC DISTANCE OF 30.63 FEET, AND WHOSE LONG CHORD BEARS SOUTH 28° 36' 35" WEST FOR A DISTANCE OF 30.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57° 08' 38", HAVING A RADIUS OF 151.16 FEET, HAVING AN ARC DISTANCE OF 150.76 FEET, AND WHOSE LONG CHORD BEARS SOUTH 40° 18' 35" WEST FOR A DISTANCE OF 144.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29° 12' 17", HAVING A RADIUS OF 55.00 FEET, HAVING AN ARC DISTANCE OF 28.03 FEET, AND WHOSE LONG CHORD BEARS SOUTH 54° 16' 46" WEST FOR A DISTANCE OF 27.73 FEET; THENCE, SOUTH 39° 40' 37" WEST FOR A DISTANCE OF 10.85 FEET; THENCE, SOUTH 05° 19' 23" EAST FOR A DISTANCE OF 64.14 FEET; THENCE, NORTH 50° 19' 23" WEST FOR A DISTANCE OF 985.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 747.89 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 733.04 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28° 06' 03", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13° 28' 35", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 23.52 FEET, AND WHOSE LONG CHORD BEARS NORTH 52° 18' 44" WEST FOR A DISTANCE OF 23.47 FEET; THENCE, NORTH 00° 00' 00" EAST FOR A DISTANCE OF 909.75 FEET; THENCE, NORTH 90° 00' 00" EAST FOR A DISTANCE OF 176.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14° 26' 14", HAVING A RADIUS OF 550.00 FEET, HAVING AN ARC DISTANCE OF 138.59 FEET, AND WHOSE LONG CHORD BEARS SOUTH 82° 46' 53" EAST FOR A DISTANCE OF 138.22 FEET; THENCE, SOUTH 75° 33' 46" EAST FOR A DISTANCE OF 759.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29° 45' 21", HAVING A RADIUS OF 196.00 FEET, HAVING AN ARC DISTANCE OF 101.79 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 41' 05" EAST FOR A DISTANCE OF 100.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17° 19' 36", HAVING A RADIUS OF 345.58 FEET, HAVING AN ARC DISTANCE OF 104.51 FEET, AND WHOSE LONG CHORD BEARS SOUTH 55° 36' 26" EAST FOR A DISTANCE OF 104.11 FEET; THENCE, SOUTH 61° 15' 56" EAST FOR A DISTANCE OF 320.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30° 11' 52", HAVING A RADIUS OF 285.00 FEET, HAVING AN ARC DISTANCE OF 150.21 FEET, AND WHOSE LONG CHORD BEARS SOUTH 76° 21' 52" EAST FOR A DISTANCE OF 148.48 FEET; THENCE, NORTH 14° 55' 14" EAST FOR A DISTANCE OF 239.41 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10° 14' 51", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 178.85 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 02' 39" EAST FOR A DISTANCE OF 178.61 FEET; THENCE, NORTH 25° 10' 05" EAST FOR A DISTANCE OF 101.37 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54° 48' 38", HAVING A RADIUS OF 128.00 FEET, HAVING AN ARC DISTANCE OF 122.45 FEET, AND WHOSE LONG CHORD BEARS NORTH 52° 34' 24" EAST FOR A DISTANCE OF 117.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20° 26' 45", HAVING A RADIUS OF 398.96 FEET, HAVING AN ARC DISTANCE OF 142.37 FEET, AND WHOSE LONG CHORD BEARS NORTH 69° 45' 20" EAST FOR A DISTANCE OF 141.61 FEET TO A POINT OF COMPOUND CURVETURE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11° 08' 22", HAVING A

RADIUS OF 470.57 FEET, HAVING AN ARC DISTANCE OF 91.49 FEET, AND WHOSE LONG CHORD BEARS NORTH 51° 15' 39" EAST FOR A DISTANCE OF 91.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72° 07' 55", HAVING A RADIUS OF 162.71 FEET, HAVING AN ARC DISTANCE OF 204.84 FEET, AND WHOSE LONG CHORD BEARS NORTH 84° 16' 22" EAST FOR A DISTANCE OF 191.58 FEET; THENCE, SOUTH 59° 39' 40" EAST FOR A DISTANCE OF 514.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24° 03' 31", HAVING A RADIUS OF 278.00 FEET, HAVING AN ARC DISTANCE OF 116.73 FEET, AND WHOSE LONG CHORD BEARS SOUTH 47° 37' 55" EAST FOR A DISTANCE OF 115.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 31° 46' 47", HAVING A RADIUS OF 724.44 FEET, HAVING AN ARC DISTANCE OF 401.82 FEET, AND WHOSE LONG CHORD BEARS SOUTH 51° 29' 33" EAST FOR A DISTANCE OF 396.69 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25° 13' 54", HAVING A RADIUS OF 172.00 FEET, HAVING AN ARC DISTANCE OF 75.74 FEET, AND WHOSE LONG CHORD BEARS SOUTH 79° 59' 53" EAST FOR A DISTANCE OF 75.13 FEET; THENCE, NORTH 87° 23' 10" EAST FOR A DISTANCE OF 148.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21° 24' 55", HAVING A RADIUS OF 93.00 FEET, HAVING AN ARC DISTANCE OF 34.76 FEET, AND WHOSE LONG CHORD BEARS NORTH 76° 40' 42" EAST FOR A DISTANCE OF 34.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55° 26' 03", HAVING A RADIUS OF 560.00 FEET, HAVING AN ARC DISTANCE OF 541.80 FEET, AND WHOSE LONG CHORD BEARS SOUTH 86° 18' 44" EAST FOR A DISTANCE OF 520.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52° 35' 35", HAVING A RADIUS OF 211.00 FEET, HAVING AN ARC DISTANCE OF 193.68 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84° 53' 30" EAST FOR A DISTANCE OF 186.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09° 19' 07", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 162.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 73° 28' 16" EAST FOR A DISTANCE OF 162.46 FEET; THENCE, NORTH 78° 07' 49" EAST FOR A DISTANCE OF 158.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41° 39' 01", HAVING A RADIUS OF 221.00 FEET, HAVING AN ARC DISTANCE OF 160.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 57° 18' 19" EAST FOR A DISTANCE OF 157.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 59' 55", HAVING A RADIUS OF 78.00 FEET, HAVING AN ARC DISTANCE OF 44.92 FEET, AND WHOSE LONG CHORD BEARS NORTH 52° 58' 46" EAST FOR A DISTANCE OF 44.30 FEET; THENCE, NORTH 69° 28' 44" EAST FOR A DISTANCE OF 98.00 FEET; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 2836.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 09° 00' 14" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 24° 28' 44" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 57' 13" WEST FOR A DISTANCE OF 98.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 256.719 ACRES MORE OR LESS.

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

AVENIR PARCEL A-18

DESCRIPTION:

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

COMMENCING AT THE SOUTHEAST CORNER OF CONSERVATION AREA TRACT C-2; THENCE N01°05'27"E, A DISTANCE OF 253.43 FEET; THENCE N49°46'38"E, A DISTANCE OF 18.91 FEET; THENCE N41°34'11"E, A DISTANCE OF 41.36 FEET; THENCE N46°47'03"E, A DISTANCE OF 38.64 FEET; THENCE S86°47'34"E, A DISTANCE OF 53.17 FEET; THENCE S74°45'48"E, A DISTANCE OF 66.39 FEET; THENCE S81°17'03"E, A DISTANCE OF 40.54 FEET; THENCE S83°58'24"E, A DISTANCE OF 62.83 FEET; THENCE N62°26'52"E, A DISTANCE OF 87.02 FEET; THENCE N60°22'01"E, A DISTANCE OF 47.81 FEET; THENCE N66°59'09"E, A DISTANCE OF 60.06 FEET; THENCE N12°18'44"E, A DISTANCE OF 23.25 FEET; THENCE N57°54'21"E, A DISTANCE OF 101.81 FEET; THENCE S82°24'02"E, A DISTANCE OF 25.28 FEET; THENCE N59°36'08"E, A DISTANCE OF 152.81 FEET; THENCE N49°59'25"E, A DISTANCE OF 224.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 84°22'14", A DISTANCE OF 250.33 FEET TO A POINT OF TANGENCY; THENCE N34°22'49"W, A DISTANCE OF 142.93 FEET; THENCE N83°58'24"W, A DISTANCE OF 48.99 FEET; THENCE N76°25'20"W, A DISTANCE OF 51.80 FEET; THENCE S89°40'05"W, A DISTANCE OF 64.40 FEET; THENCE N72°40'11"W, A DISTANCE OF 28.04 FEET; THENCE N37°07'08"W, A DISTANCE OF 29.06 FEET; THENCE N00°19'55"W, A DISTANCE OF 56.92 FEET; THENCE N21°22'01"W, A DISTANCE OF 54.68 FEET; THENCE N36°44'06"W, A DISTANCE OF 117.60 FEET; THENCE N21°21'55"W, A DISTANCE OF 35.72 FEET; THENCE N12°18'38"E, A DISTANCE OF 75.75 FEET TO THE POINT OF BEGINNING; THENCE S85°50'31"W, A DISTANCE OF 623.65 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 213.00 FEET, WHERE A RADIAL LINE BEARS N07°23'50"W; THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 185°20'15", A DISTANCE OF 689.00 FEET; THENCE N55°37'11"E, A DISTANCE OF 47.11 FEET; THENCE N23°49'55"E, A DISTANCE OF 16.72 FEET; THENCE N46°46'56"E, A DISTANCE OF 44.89 FEET; THENCE N22°09'50"E, A DISTANCE OF 87.82 FEET; THENCE N35°20'16"E, A DISTANCE OF 31.78 FEET; THENCE N47°18'27"E, A DISTANCE OF 86.08 FEET; THENCE N21°51'20"E, A DISTANCE OF 110.85 FEET; THENCE N47°56'51"E, A DISTANCE OF 75.71 FEET; THENCE N41°34'04"E, A DISTANCE OF 55.36 FEET; THENCE S71°03'40"E, A DISTANCE OF 25.85 FEET; THENCE S50°26'21"E, A DISTANCE OF 23.06 FEET; THENCE S42°13'54"E, A DISTANCE OF 85.24 FEET; THENCE S67°39'01"E, A DISTANCE OF 56.72 FEET; THENCE N47°26'59"E, A DISTANCE OF 454.14 FEET; THENCE N04°59'45"W, A DISTANCE OF 83.48 FEET; THENCE N24°29'40"W, A DISTANCE OF 40.70 FEET; THENCE N07°36'52"W, A DISTANCE OF 78.36 FEET; THENCE N06°04'02"E, A DISTANCE OF 54.40 FEET; THENCE N31°13'06"W, A DISTANCE OF 22.66 FEET; THENCE N69°17'14"E, A DISTANCE OF 54.09 FEET; THENCE N60°32'16"E, A DISTANCE OF 35.16 FEET; THENCE N79°08'38"E, A DISTANCE OF 31.23 FEET; THENCE N69°17'09"E, A DISTANCE OF 49.85 FEET; THENCE N89°40'05"E, A DISTANCE OF 16.19 FEET; THENCE S35°16'36"E, A DISTANCE OF 32.28 FEET; THENCE S48°36'41"E, A DISTANCE OF 41.76 FEET; THENCE S48°36'42"E, A DISTANCE OF 45.79 FEET; THENCE S72°40'08"E, A DISTANCE OF 78.45 FEET; THENCE S82°24'06"E, A DISTANCE OF 47.77 FEET; THENCE N89°40'01"E, A

DISTANCE OF 59.51 FEET; THENCE N74°05'48"E, A DISTANCE OF 72.93 FEET; THENCE S56°33'39"E, A DISTANCE OF 53.73 FEET; THENCE S66°18'18"E, A DISTANCE OF 106.80 FEET; THENCE S19°24'36"W, A DISTANCE OF 31.67 FEET; THENCE S42°14'00"E, A DISTANCE OF 37.60 FEET; THENCE S34°16'12"E, A DISTANCE OF 34.65 FEET; THENCE S66°18'21"E, A DISTANCE OF 20.48 FEET; THENCE S89°39'47"E, A DISTANCE OF 229.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 570.00 FEET; THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°33'42", A DISTANCE OF 224.45 FEET; THENCE N41°33'58"E, A DISTANCE OF 83.97 FEET; THENCE N69°17'09"E, A DISTANCE OF 52.49 FEET; THENCE N53°03'02"E, A DISTANCE OF 60.27 FEET; THENCE N41°33'49"E, A DISTANCE OF 71.53 FEET; THENCE N23°49'42"E, A DISTANCE OF 42.42 FEET; THENCE N16°59'06"W, A DISTANCE OF 54.16 FEET; THENCE N21°52'06"W, A DISTANCE OF 61.17 FEET; THENCE N42°14'03"W, A DISTANCE OF 50.48 FEET; THENCE N53°03'01"W, A DISTANCE OF 40.09 FEET; THENCE N16°59'06"W, A DISTANCE OF 8.39 FEET; THENCE N00°20'09"W, A DISTANCE OF 36.35 FEET; THENCE N12°58'04"W, A DISTANCE OF 55.75 FEET; THENCE N34°16'18"W, A DISTANCE OF 17.73 FEET; THENCE N24°29'43"W, A DISTANCE OF 82.05 FEET; THENCE N14°42'44"W, A DISTANCE OF 79.54 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 210.00 FEET, WHERE A RADIAL LINE BEARS N20°38'27"E; THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 55°03'23", A DISTANCE OF 201.79 FEET; THENCE N50°26'26"W, A DISTANCE OF 45.67 FEET; THENCE N61°12'17"W, A DISTANCE OF 61.33 FEET; THENCE N74°45'50"W, A DISTANCE OF 46.87 FEET; THENCE N19°24'28"E, A DISTANCE OF 32.26 FEET; THENCE N09°50'26"E, A DISTANCE OF 30.49 FEET; THENCE N20°41'54"E, A DISTANCE OF 44.52 FEET; THENCE N14°02'36"E, A DISTANCE OF 48.69 FEET; THENCE N65°38'14"E, A DISTANCE OF 44.56 FEET; THENCE S81°17'12"E, A DISTANCE OF 73.39 FEET; THENCE N47°56'35"E, A DISTANCE OF 49.67 FEET; THENCE N41°33'53"E, A DISTANCE OF 34.08 FEET; THENCE S79°22'23"E, A DISTANCE OF 22.01 FEET; THENCE S51°18'21"E, A DISTANCE OF 47.88 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 210.00 FEET, WHERE A RADIAL LINE BEARS S17°20'15"E; THENCE EASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 48°45'21", A DISTANCE OF 178.70 FEET; THENCE N90°00'00"E, A DISTANCE OF 137.30 FEET; THENCE S00°00'00"E, A DISTANCE OF 597.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 920.00 FEET; THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°26'47", A DISTANCE OF 537.05 FEET; THENCE S33°26'47"W, A DISTANCE OF 950.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1080.00 FEET; THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°48'38", A DISTANCE OF 203.78 FEET; THENCE S89°56'00"W, A DISTANCE OF 131.80 FEET; THENCE N69°47'18"W, A DISTANCE OF 221.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 93°13'24", A DISTANCE OF 325.41 FEET; THENCE S86°55'35"W, A DISTANCE OF 253.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.230 ACRES, MORE OR LESS.

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

AVENIR PARCEL A-20

DESCRIPTION:

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

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 2267.86 FEET; THE POINT OF BEGINNING; THENCE N86°58'49"W, A DISTANCE OF 113.62 FEET; THENCE S65°38'05"W, A DISTANCE OF 26.85 FEET; THENCE N74°45'56"W, A DISTANCE OF 29.21 FEET; THENCE S41°33'40"W, A DISTANCE OF 80.45 FEET; THENCE S41°33'40"W, A DISTANCE OF 18.27 FEET; THENCE S30°32'55"W, A DISTANCE OF 24.15 FEET; THENCE S30°32'46"W, A DISTANCE OF 14.48 FEET; THENCE S60°32'06"W, A DISTANCE OF 11.74 FEET; THENCE S33°36'01"W, A DISTANCE OF 65.85 FEET; THENCE S29°37'07"E, A DISTANCE OF 9.12 FEET; THENCE S23°49'27"W, A DISTANCE OF 43.60 FEET; THENCE S09°50'12"W, A DISTANCE OF 36.07 FEET; THENCE S08°17'42"W, A DISTANCE OF 36.22 FEET; THENCE S00°20'14"E, A DISTANCE OF 35.46 FEET; THENCE S16°18'48"W, A DISTANCE OF 18.97 FEET; THENCE S00°20'12"E, A DISTANCE OF 36.72 FEET; THENCE S12°58'51"E, A DISTANCE OF 24.84 FEET; THENCE S00°20'09"E, A DISTANCE OF 21.46 FEET; THENCE S00°20'14"E, A DISTANCE OF 34.13 FEET; THENCE S09°50'12"W, A DISTANCE OF 33.04 FEET; THENCE S10°30'36"E, A DISTANCE OF 21.28 FEET; THENCE S47°56'27"W, A DISTANCE OF 12.90 FEET; THENCE S89°39'46"W, A DISTANCE OF 3.98 FEET; THENCE N32°59'27"W, A DISTANCE OF 65.08 FEET; THENCE S49°46'13"W, A DISTANCE OF 86.85 FEET; THENCE S41°33'43"W, A DISTANCE OF 20.88 FEET; THENCE S65°38'08"W, A DISTANCE OF 6.22 FEET; THENCE N42°14'11"W, A DISTANCE OF 6.21 FEET; THENCE N42°14'06"W, A DISTANCE OF 70.28 FEET; THENCE S81°43'55"W, A DISTANCE OF 55.48 FEET; THENCE S89°39'46"W, A DISTANCE OF 29.34 FEET; THENCE N83°16'33"W, A DISTANCE OF 40.39 FEET; THENCE N50°26'36"W, A DISTANCE OF 66.63 FEET; THENCE S06°58'04"W, A DISTANCE OF 80.62 FEET; THENCE S79°08'19"W, A DISTANCE OF 38.65 FEET; THENCE S20°41'50"W, A DISTANCE OF 52.17 FEET; THENCE S53°02'56"W, A DISTANCE OF 17.23 FEET; THENCE N61°12'23"W, A DISTANCE OF 27.34 FEET; THENCE N32°59'25"W, A DISTANCE OF 46.11 FEET; THENCE N42°14'06"W, A DISTANCE OF 56.50 FEET; THENCE N67°39'13"W, A DISTANCE OF 47.13 FEET; THENCE N42°14'03"W, A DISTANCE OF 67.49 FEET; THENCE N77°46'12"W, A

DISTANCE OF 22.09 FEET; THENCE N20°04'40"W, A DISTANCE OF 17.74 FEET; THENCE N16°59'06"W, A DISTANCE OF 9.00 FEET; THENCE N23°49'24"E, A DISTANCE OF 22.61 FEET; THENCE N00°20'09"W, A DISTANCE OF 23.28 FEET; THENCE N27°57'31"W, A DISTANCE OF 26.49 FEET; THENCE N35°19'59"W, A DISTANCE OF 40.77 FEET; THENCE N12°18'26"E, A DISTANCE OF 30.83 FEET; THENCE N08°10'03"E, A DISTANCE OF 43.95 FEET; THENCE N20°04'40"W, A DISTANCE OF 49.15 FEET; THENCE N66°18'25"W, A DISTANCE OF 30.88 FEET; THENCE N24°29'47"W, A DISTANCE OF 22.77 FEET; THENCE N50°26'31"W, A DISTANCE OF 25.62 FEET; THENCE N12°58'43"W, A DISTANCE OF 22.88 FEET; THENCE N42°14'06"W, A DISTANCE OF 33.46 FEET; THENCE N53°43'12"W, A DISTANCE OF 26.40 FEET; THENCE N30°04'43"W, A DISTANCE OF 6.77 FEET; THENCE N09°50'18"E, A DISTANCE OF 35.53 FEET; THENCE N21°22'06"W, A DISTANCE OF 62.76 FEET; THENCE N66°18'31"W, A DISTANCE OF 37.97 FEET; THENCE N56°33'44"W, A DISTANCE OF 27.42 FEET; THENCE N42°14'01"W, A DISTANCE OF 41.73 FEET; THENCE N61°12'17"W, A DISTANCE OF 19.13 FEET; THENCE N72°40'18"W, A DISTANCE OF 35.64 FEET; THENCE N42°13'59"W, A DISTANCE OF 25.31 FEET; THENCE N76°25'26"W, A DISTANCE OF 61.14 FEET; THENCE S89°39'46"W, A DISTANCE OF 27.48 FEET; THENCE N77°46'03"W, A DISTANCE OF 21.45 FEET; THENCE N61°12'17"W, A DISTANCE OF 39.42 FEET; THENCE S46°46'40"W, A DISTANCE OF 66.25 FEET; THENCE S35°46'48"W, A DISTANCE OF 42.35 FEET; THENCE S52°16'14"W, A DISTANCE OF 90.40 FEET; THENCE S32°15'59"W, A DISTANCE OF 108.14 FEET; THENCE S19°24'24"W, A DISTANCE OF 39.65 FEET; THENCE S00°20'00"E, A DISTANCE OF 28.58 FEET; THENCE S00°20'12"E, A DISTANCE OF 26.64 FEET; THENCE S16°18'53"W, A DISTANCE OF 42.82 FEET; THENCE S21°22'03"E, A DISTANCE OF 56.12 FEET; THENCE S31°13'10"E, A DISTANCE OF 30.03 FEET; THENCE S61°12'24"E, A DISTANCE OF 32.70 FEET; THENCE S66°18'18"E, A DISTANCE OF 27.39 FEET; THENCE S50°26'32"E, A DISTANCE OF 25.57 FEET; THENCE S53°43'12"E, A DISTANCE OF 38.83 FEET; THENCE S42°14'08"E, A DISTANCE OF 32.59 FEET; THENCE S16°59'06"E, A DISTANCE OF 31.47 FEET; THENCE S12°58'41"E, A DISTANCE OF 23.06 FEET; THENCE S08°50'21"E, A DISTANCE OF 37.14 FEET; THENCE S14°42'49"E, A DISTANCE OF 47.20 FEET; THENCE S24°29'50"E, A DISTANCE OF 34.46 FEET; THENCE S50°26'32"E, A DISTANCE OF 30.93 FEET; THENCE S36°00'18"E, A DISTANCE OF 42.92 FEET; THENCE S74°45'57"E, A DISTANCE OF 52.09 FEET; THENCE S66°18'25"E, A DISTANCE OF 33.23 FEET; THENCE N89°39'51"E, A DISTANCE OF 41.07 FEET; THENCE S79°48'42"E, A DISTANCE OF 22.37 FEET; THENCE S42°14'04"E, A DISTANCE OF 54.64 FEET; THENCE S64°32'36"E, A DISTANCE OF 34.41 FEET; THENCE S50°36'43"E, A DISTANCE OF 55.57 FEET; THENCE S79°48'48"E, A DISTANCE OF 37.19 FEET; THENCE S66°18'25"E, A DISTANCE OF 59.52 FEET; THENCE S79°48'47"E, A DISTANCE OF 42.71 FEET; THENCE S12°58'43"E, A DISTANCE OF 32.30 FEET; THENCE S28°37'53"E, A DISTANCE OF 33.85 FEET; THENCE S10°30'29"E, A DISTANCE OF 31.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 210.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 14°16'03" WEST; THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 64°58'03", A DISTANCE OF 238.12 FEET; THENCE N81°43'56"E, A DISTANCE OF 63.19 FEET; THENCE S44°33'39"E, A DISTANCE OF 78.23 FEET; THENCE S78°12'30"W, A DISTANCE OF 46.80 FEET; THENCE S51°08'21"W, A DISTANCE OF 57.71 FEET; THENCE S37°13'32"W, A DISTANCE OF 80.89 FEET; THENCE S23°49'28"W, A DISTANCE OF 62.91 FEET; THENCE S28°56'45"W, A DISTANCE OF 46.52 FEET; THENCE S64°07'55"W, A DISTANCE OF 24.87 FEET; THENCE N74°45'59"W, A DISTANCE OF 15.61 FEET; THENCE N85°47'04"W, A DISTANCE OF 82.93 FEET; THENCE S75°14'24"W, A DISTANCE OF 75.26 FEET; THENCE S83°52'43"W, A DISTANCE OF 54.18 FEET; THENCE N77°46'12"W, A DISTANCE OF 14.55 FEET; THENCE N37°07'13"W, A DISTANCE OF 36.13 FEET; THENCE N37°07'14"W, A DISTANCE OF 48.31 FEET; THENCE N50°26'36"W, A DISTANCE OF 41.94 FEET; THENCE S83°18'17"W, A DISTANCE OF 59.43 FEET; THENCE N69°57'17"W, A DISTANCE OF 29.90 FEET; THENCE N74°45'59"W, A

DISTANCE OF 43.22 FEET; THENCE N61°12'19"W, A DISTANCE OF 46.81 FEET; THENCE N61°12'19"W, A DISTANCE OF 75.67 FEET; THENCE S26°48'29"W, A DISTANCE OF 63.83 FEET; THENCE S69°17'01"W, A DISTANCE OF 41.42 FEET; THENCE S74°05'45"W, A DISTANCE OF 42.43 FEET; THENCE S81°44'00"W, A DISTANCE OF 53.15 FEET; THENCE S35°03'57"W, A DISTANCE OF 244.38 FEET; THENCE N54°56'03"W, A DISTANCE OF 157.77 FEET TO THE BEGINNING OF A non-tangent CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 07' 05", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 115.32 FEET, AND WHOSE LONG CHORD BEARS NORTH 03° 03' 33" EAST FOR A DISTANCE OF 115.27 FEET; THENCE N00°00'00"E, A DISTANCE OF 1854.71 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 29° 31' 30" EAST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" EAST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS NORTH 60° 28' 30" EAST FOR A DISTANCE OF 98.56 FEET; THENCE, N90°00'00"E, A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 637.09 FEET, AND WHOSE LONG CHORD BEARS SOUTH 70° 09' 41" EAST FOR A DISTANCE OF 624.44 FEET; THENCE, S50°19'23"E, A DISTANCE OF 1059.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.157 ACRES, MORE OR LESS.

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

AVENIR PARCEL A-21

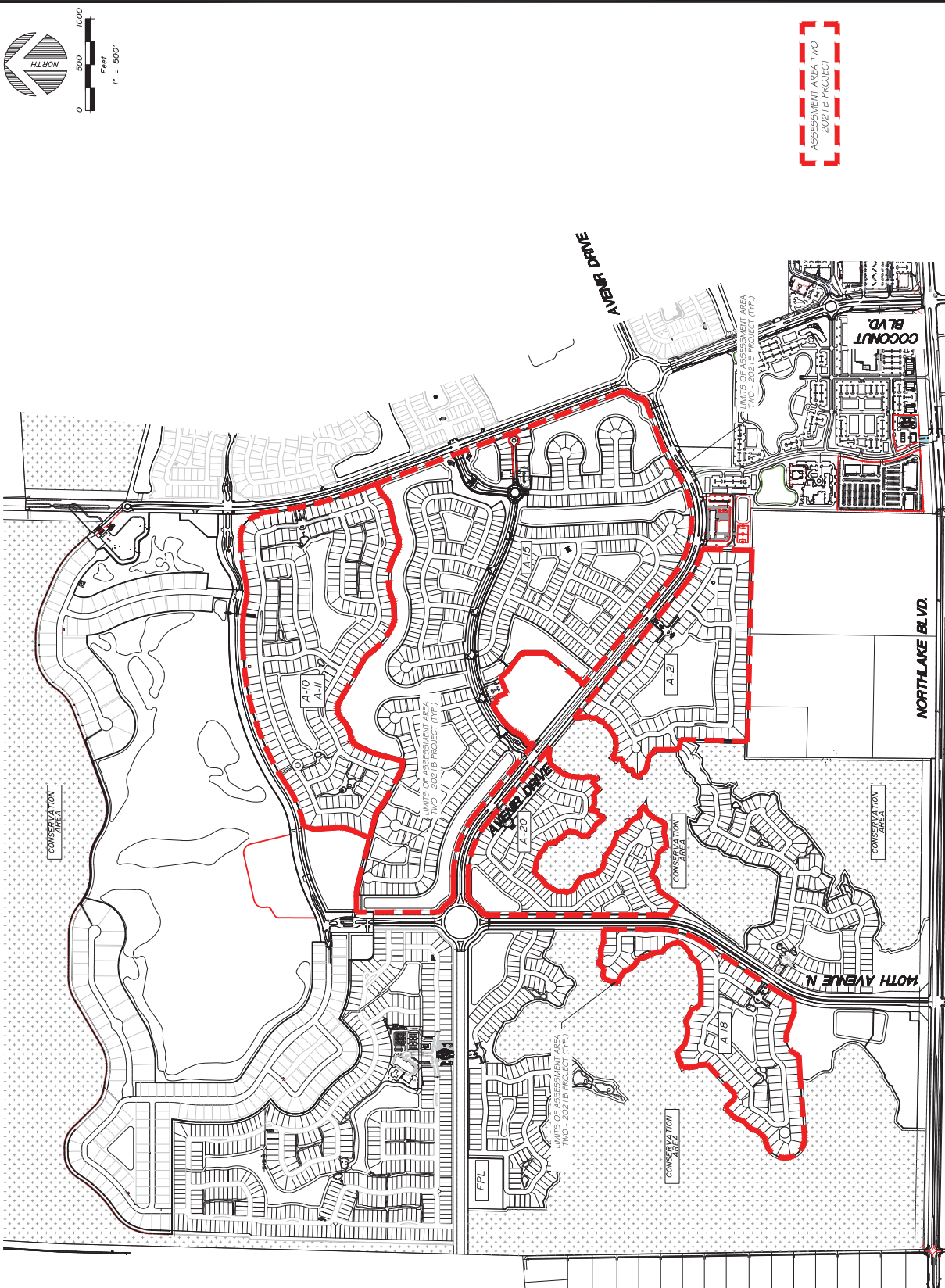
DESCRIPTION:

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

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47° 39' 14", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 939.84 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81° 47' 22" WEST FOR A DISTANCE OF 912.98 FEET TO THE POINT OF BEGINNING; THENCE, S01° 06' 43" W FOR A DISTANCE OF 541.71 FEET; THENCE, N88° 34' 05" W FOR A DISTANCE OF 2085.29 FEET; THENCE, N01° 25' 55" E FOR A DISTANCE OF 723.54 FEET; THENCE, N76° 40' 20" W FOR A DISTANCE OF 111.32 FEET; THENCE, N03° 09' 24" W FOR A DISTANCE OF 24.46 FEET THENCE, N00° 20' 14" W FOR A DISTANCE OF 251.80 FEET; THENCE S74°05'31"W, A DISTANCE OF 26.43 FEET; THENCE N42°14'09"W, A DISTANCE OF 78.00 FEET; THENCE N81°17'29"W, A DISTANCE OF 45.97 FEET; THENCE N74°45'59"W, A DISTANCE OF 22.57 FEET; THENCE N78°02'14"W, A DISTANCE OF 76.74 FEET; THENCE N50°26'36"W, A DISTANCE OF 19.12 FEET; THENCE N32°59'31"W, A DISTANCE OF 58.04 FEET; THENCE N82°24'19"W, A DISTANCE OF 31.37 FEET; THENCE N05°21'21"E, A DISTANCE OF 25.76 FEET; THENCE N27°57'29"E, A DISTANCE OF 51.14 FEET; THENCE N81°43'55"E, A DISTANCE OF 56.48 FEET; THENCE N08°50'32"W, A DISTANCE OF 47.98 FEET; THENCE N49°46'13"E, A DISTANCE OF 47.46 FEET; THENCE N27°57'26"E, A DISTANCE OF 27.25 FEET; THENCE N79°08'22"E, A DISTANCE OF 74.89 FEET; THENCE N00°00'00"E, A DISTANCE OF 57.58 FEET; THENCE N53°43'23"W, A DISTANCE OF 20.75 FEET; THENCE N35°19'58"E, A DISTANCE OF 51.45 FEET; THENCE S54°40'02"E, A DISTANCE OF 35.57 FEET; THENCE S61°12'25"E, A DISTANCE OF 49.21 FEET; THENCE N77°05'43"E, A DISTANCE OF 27.85 FEET; THENCE S61°12'28"E, A DISTANCE OF 24.02 FEET; THENCE N80°36'55"E, A DISTANCE OF 45.20 FEET; THENCE N89°39'46"E, A DISTANCE OF 42.87 FEET; THENCE N59°15'57"E, A DISTANCE OF 132.93 FEET; THENCE N30°32'55"E, A DISTANCE OF 48.56 FEET; THENCE N65°37'58"E, A DISTANCE OF 47.47 FEET; THENCE N41°02'22"E, A DISTANCE OF 49.74 FEET; THENCE N41°33'42"E, A DISTANCE OF 46.79 FEET; THENCE N10°30'39"W, A DISTANCE OF 54.18 FEET; THENCE N65°38'02"E, A DISTANCE OF 28.23 FEET; THENCE N06°01'51"W, A DISTANCE OF 179.34 FEET; THENCE S50°19'23"E, A DISTANCE OF 1851.82 FEET TO THE POINT OF BEGINNING.

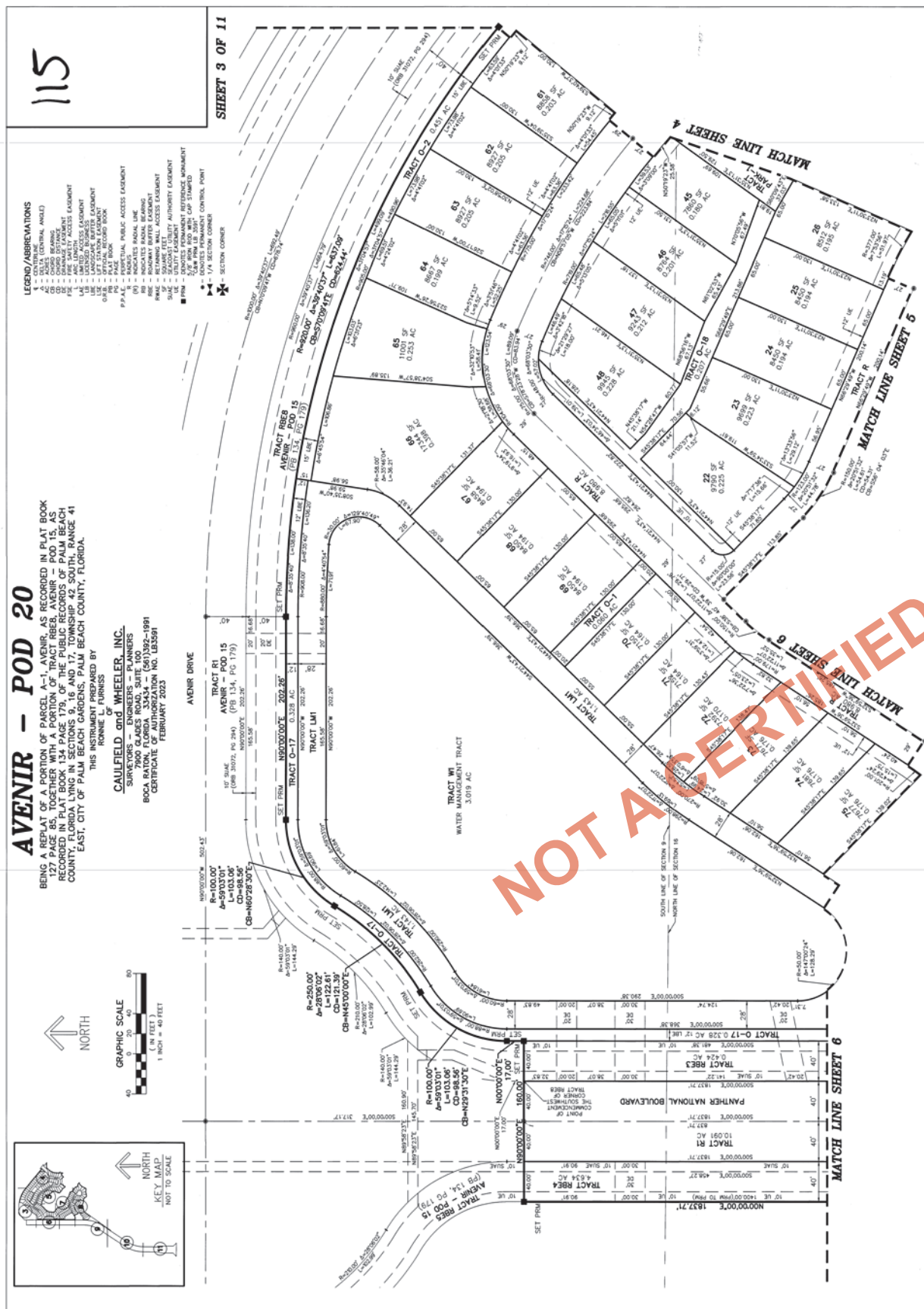
CONTAINING 61.037 ACRES, MORE OR LESS.

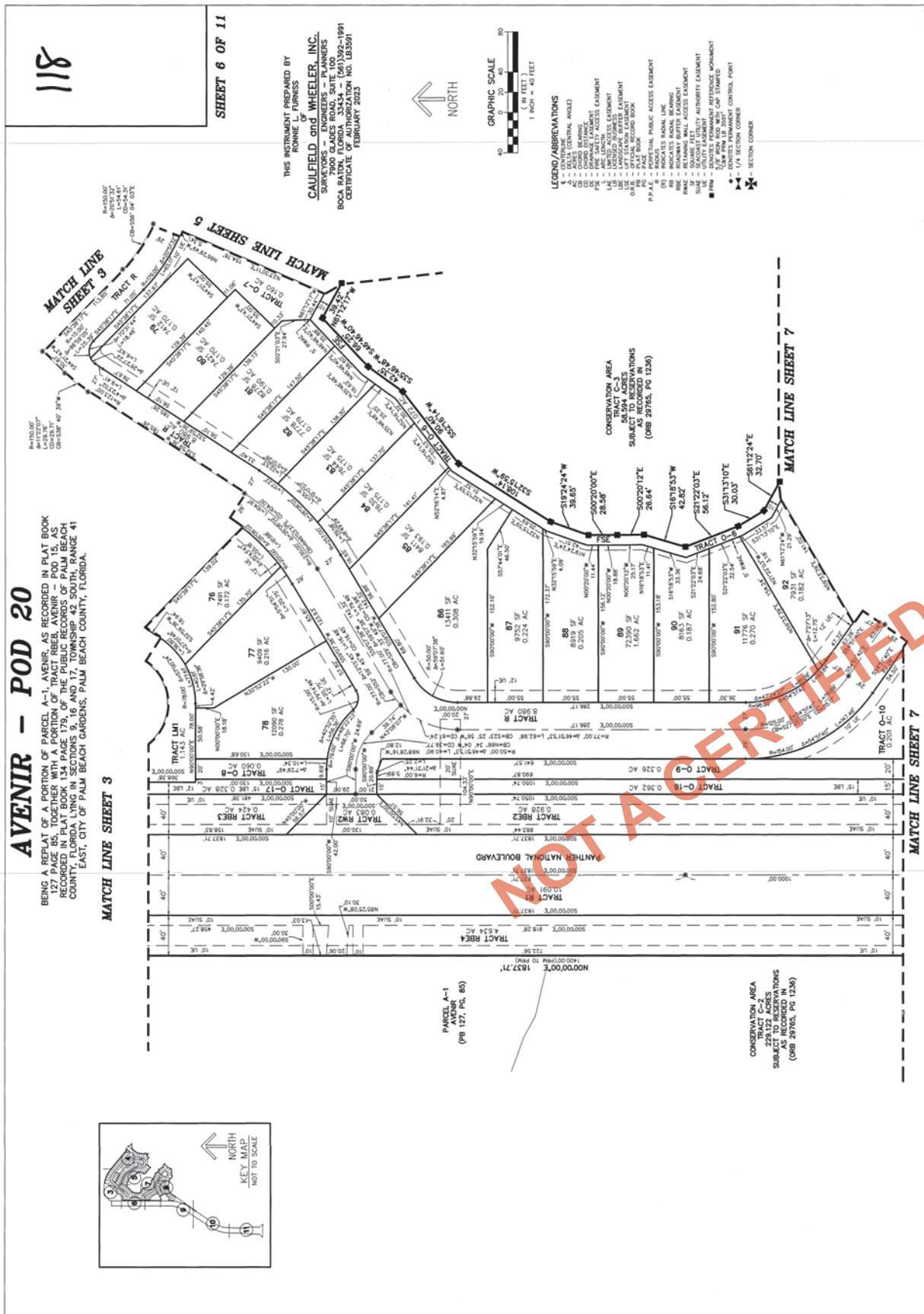
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.



Project Number: 201622				Assessment Area Two-2021 B Project Area Plan				Exhibit 7 Avenir Community Development District				Sheet Number: 1 of 1			
Engineer of Record: CARLOS J. BALLBE				Registered Engineer Number: 4688				Date: 08/21/2022				Date: 08/21/2022			
2737 Northwest 30th Place Fort Lauderdale, Florida 33306 Phone: (954) 491-7811 Authorization No. CA26426				BALLBE & ASSOCIATES Civil Engineering • Planning • Surveying				Designed by: MVA Date:				Drawn by: CJB Date: 8/2/2022			
Checked by: MVA Date:				NO. DATE BY				REVISION				NO. DATE BY			

<i>PART II - GENERAL INFORMATION</i>	
Exhibit B	Tract O-17 Description (Plat)





<i>PART II - GENERAL INFORMATION</i>	
Exhibit C	Portion of Tract O-17 Sketch and Legal Description

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.

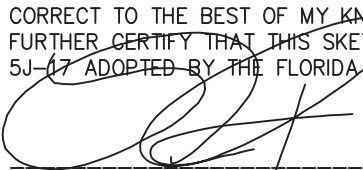
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

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

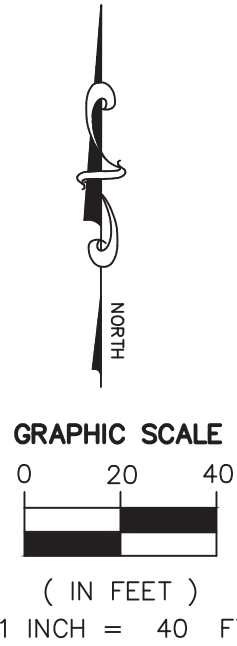
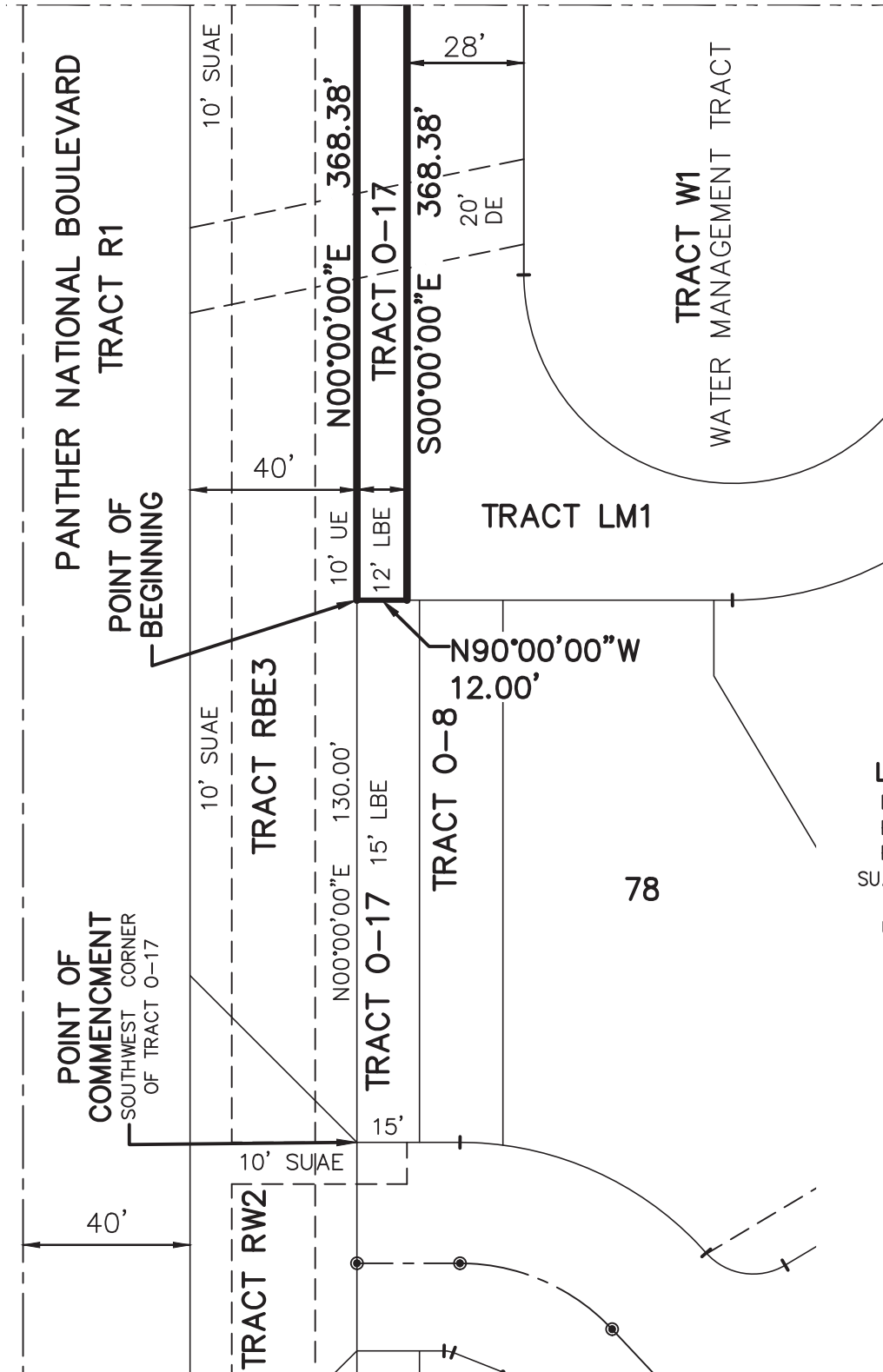


CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**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 3



LEGEND:

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

SHEET 2 OF 5



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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'
 $\Delta=59^{\circ}03'01''$
 L=103.06'

R=88.00'
 $\Delta=59^{\circ}03'01''$
 L=90.69'

R=262.00'
 $\Delta=28^{\circ}06'02''$
 L=128.50'

28'

PANTHER NATIONAL BOULEVARD
 TRACT R1

10' SUAE

20' DE

30' DE

TRACT RBE3

10' UE

368.38'

N00°00'00"E

10' UE

TRACT O-17

368.38'

S00°00'00"E

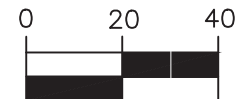
12' LBE

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

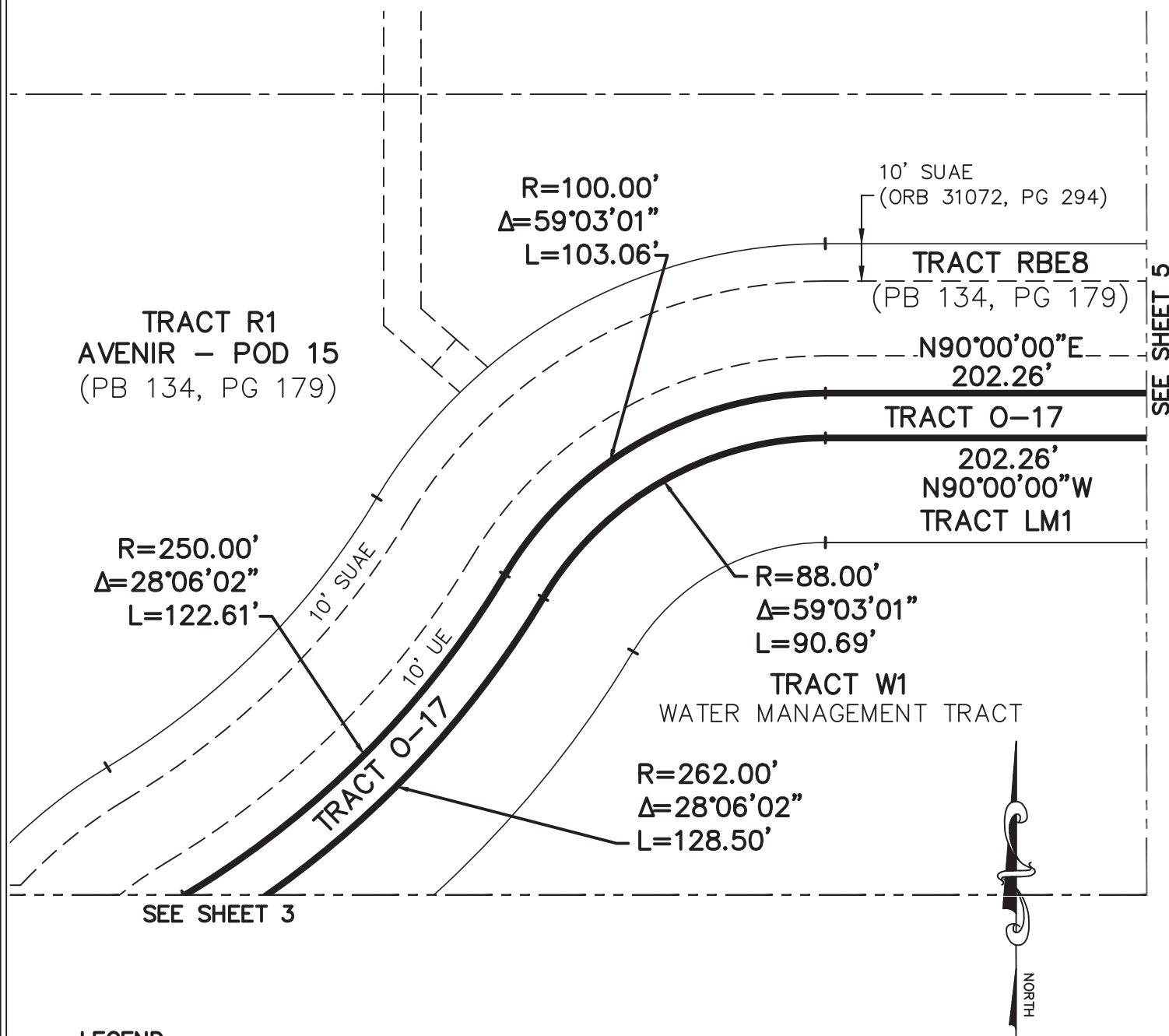


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 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

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

GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

SHEET 4 OF 5



CAULFIELD & WHEELER, INC.
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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

AVENIR DRIVE

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

10' SUAE
(ORB 31072,
PG 294)

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

NORTH LINE OF TRACT O-17
(BEARING BASIS)

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

202.26'

10' UE

TRACT RBE8
(PB 134, PG 179)

TRACT O-17

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

202.26'

12' LBE

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'

15' LBE

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

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

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

Page 39

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" of "Contract") made this ____ day of December 15th, 2022 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **SPF UNDERGROUND UTILITIES, INC.**, a Florida Corporation (herein called "Contractor") whose address is 1220 SW Dyer Point Road, Palm City, FL 34990 agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

Section 1. Contractor agrees to furnish all labor, materials, equipment, permits, etc. as needed to perform all Work described in section 2 hereof for:

AVENIR SPINE ROAD PHASE 5 – FPL BACKBONE SYSTEM

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the General Conditions, Plans and Specifications, and Addenda. The Contractor agrees that he has examined the site of the Project and the plans & specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the plans and specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, surveying, etc. including all cleaning and daily removal of Contractor's debris necessary for the execution and completion of (herein called the "Work"):

Attachment "A" - Scope of Work
Attachment "B" Schedule of Values
Attachment "C" – Contract Documents

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be

Owner _____ Contractor 

entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Two Hundred Eighty Five Thousand Dollars and Zero Cents (\$285,000.00)** subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" of the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.


Contractor shall submit Requisitions on or before the 20th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 20 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

- (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
- (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
- (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.


It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and

Owner _____ Contractor 

the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

Owner _____ Contractor 

C. **INSURANCE:** Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than \$2,000,000 for bodily injury and property damage.
2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than \$2,000,000 each accident/\$2,000,000 disease-each employee/\$2,000,000 disease-policy limit.
3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.
4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than \$5,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than \$1 million.
5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20 10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to


Owner _____ Contractor _____

the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

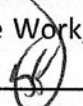
It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.


6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

Owner _____ Contractor 

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.
 9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.
 10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.
 11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.
- D. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.
- E. CHANGES IN THE WORK: Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work,

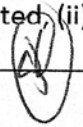
Owner _____ Contractor 

including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.

- F. ASSIGNMENT: The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub-contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the latter shall expressly agree to this provision.
- G. OSHA: The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.
- H. GUARANTEE: The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes, and will be of good quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified
- Owner _____ Contractor 

by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.
- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii)

Owner _____ Contractor 

terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contract, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

- L. **COST INCREASES:** Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.
- M. **LIMIT ON DAMAGES:** Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for which the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this

Owner _____ Contractor 

agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.

- N. SEVERABILITY: If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.
- O. NOTICES: Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:


To Owner: AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: Jason Pierman, District Manager

With Copy To: BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

To Contractor: SPF UNDERGROUND UTILITIES, INC.
1220 SW Dyer Point Rd.
Palm City, FL 34990
Attn: Scott Fruggiero

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other

Owner _____ Contractor 

communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.


P. PAYMENT AND PERFORMANCE BOND: The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05 Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

Q. SOVEREIGN IMMUNITY: The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

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

1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and


Owner _____ Contractor 

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.
- (b) Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Owner pursuant to Section 119.0701(3), Florida Statutes. If notified by the Owner of a public records request for records not in the possession of the Owner but in possession of the Contractor, the Contractor shall provide such records to the Owner or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- (c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:**

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

S. SCRUTINIZED COMPANY LIST:

- (a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

Owner _____ Contractor 

Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the CDD may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

T. E-VERIFY:

The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the Owner is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the Owner has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the Owner has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Owner _____ Contractor

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

OWNER:

AVENIR COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special-purpose
government organized under the provisions
of Chapter 190 Florida Statutes

Print
Name:

By:

Name: Virginia Cepero, Chairperson
Board of Supervisors

Print
Name:

Dated:

WITNESSES:

CONTRACTOR:

SPF UNDERGROUND UTILITIES, INC., a Florida
corporation

Print
Name:

Scott Fruggiero

By:

Name: Scott Fruggiero

Title: President

Print
Name:

Dated:

1/14/24

Owner _____ Contractor SPF

ATTACHMENT "A"

SCOPE OF WORK


Provide all labor, material, tools, staging, licenses, surveying, permits, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

- Prepare, submit and process applications as necessary to obtain building permit from the City of Palm Beach Gardens Building Department as required to perform the Work.
- Contractor required to take densities while backfilling the trenches as required by Geotechnical Engineer to certify the compaction of the fill. Contractor to backfill trenches with structural material (material not having more than 5% organic content).
- Install all FP&L required improvements for the construction of the backbone system as shown in the Construction Drawings attached as Exhibit "C".
- Process documents required to final inspection and permit closeout.
- All material shall be warranted for a period of one (1) year after final inspection is obtained.

Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary revisions to the as-builts, inspections, and work required to certify the Work to the permitting agencies.

Work includes the cost of cost of the densities and testing required to certify the completion of the Work. Contractor to coordinate with testing lab and Owner the required inspections and testing as necessary to obtain final certification of the required improvements. Cost of payment and performance bond shall also be provided.

ATTACHMENT "B"
SCHEDULE OF VALUES

Owner _____ Contractor 



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

Invoice

Date	Invoice #
1/19/2024	11924A

Bill To

Florida Select Builders Corp
Keith O'Brien

P.O. No.**Terms**

Phase 5

Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Avenir Lake Worth Attn: Keith O'Brien SPINE ROAD 5 FPL Backbone Installation								
Trench and backfill @ 36" for FPL Power	69,600.00			5,800	12.00	100.00%	100.00%	69,600.00
Install 6" and 2" for power	46,120.00			23,060	2.00	100.00%	100.00%	46,120.00
Install feeder chambers per FPL print	5,125.00			5	1,025.00	100.00%	100.00%	5,125.00
Install feeder splice boxes per FPL print	5,000.00			4	1,250.00	100.00%	100.00%	5,000.00
Install transformer pad	125.00			1	125.00	100.00%	100.00%	125.00
Trench and backfill for street lights South side	53,000.00			5,300	10.00	100.00%	100.00%	53,000.00
Install 1 - 2" for street lights	10,600.00			5,300	2.00	100.00%	100.00%	10,600.00
Install handholes for street lights	10,300.00			103	100.00	100.00%	100.00%	10,300.00
Purchase 2 -2" for comcast communication	76,560.00			11,600	6.60	100.00%	100.00%	76,560.00
Install 2 - 2" for communication	8,570.00			4,285	2.00	100.00%	100.00%	8,570.00

Total

\$285,000.00

Payments/Credits

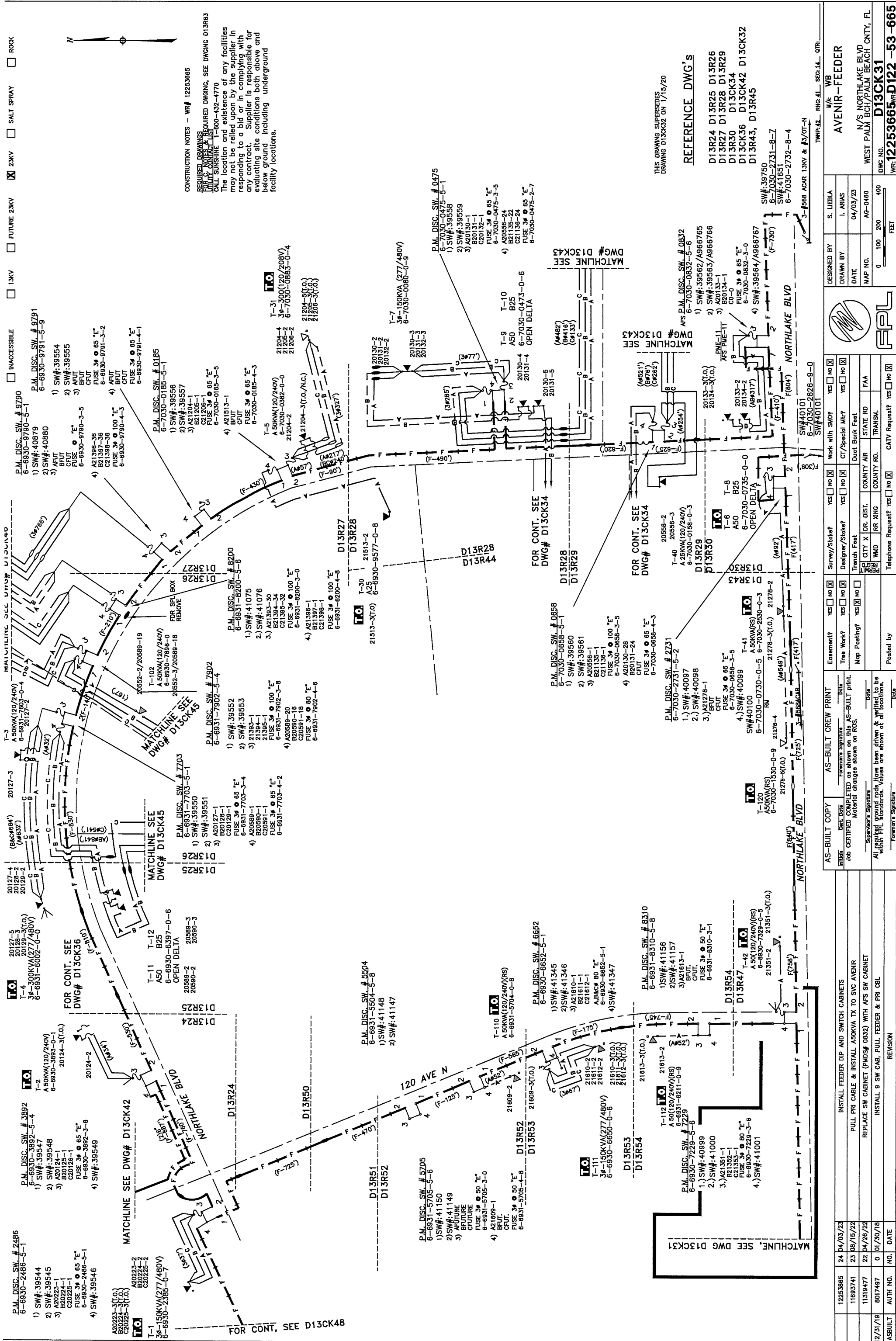
\$0.00

Balance Due

\$285,000.00

ATTACHMENT "C"
CONTRACT DOCUMENTS

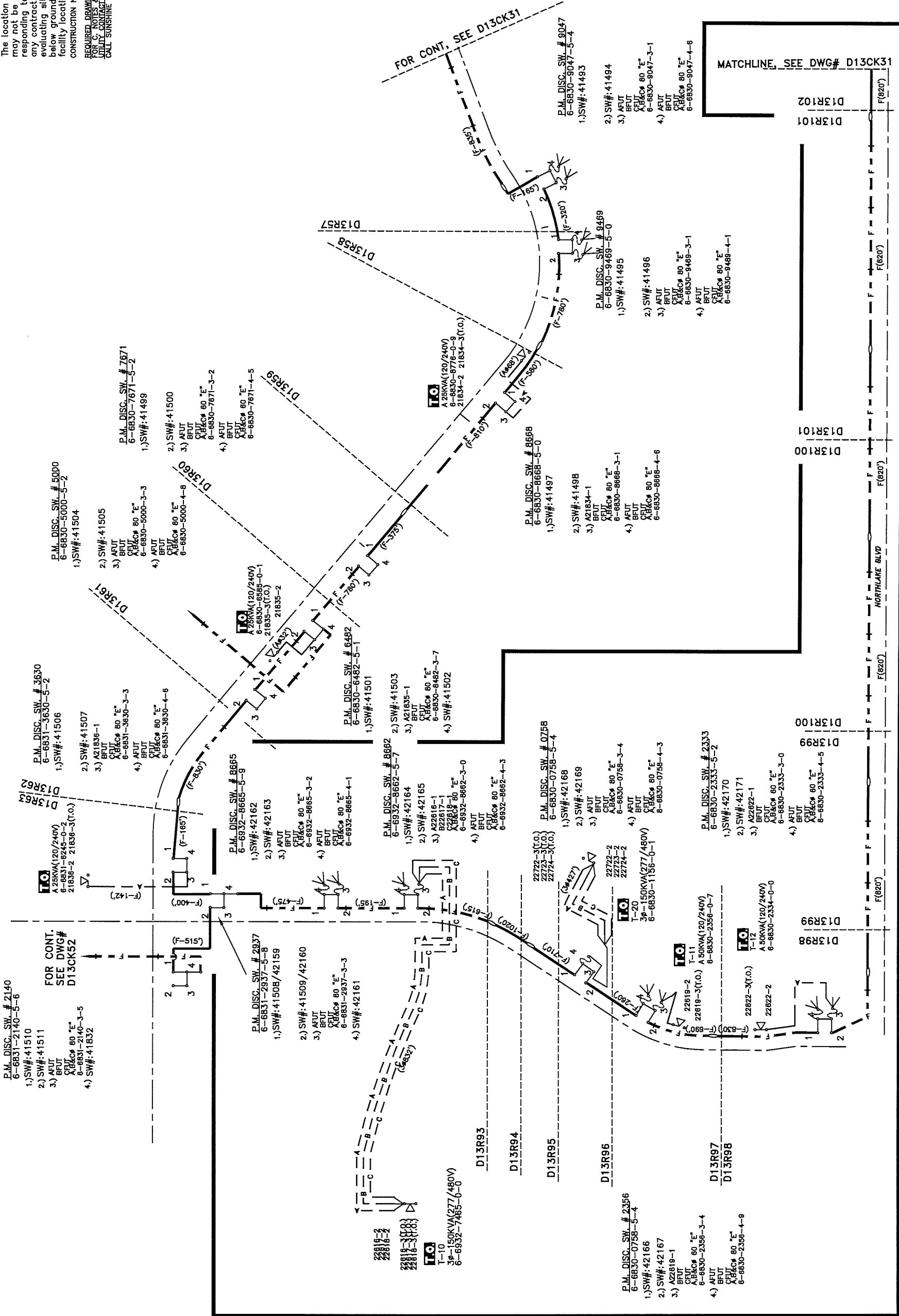
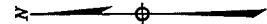
Owner _____ Contractor 48



☐ INACCESSIBLE ☐ 13KV ☐ FUTURE 23KV ☒ 23KV ☐ SALT SPRAY ☐ NULL

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

REQUIRED DRAWINGS FOR C. NOTES & REQUIRED DWGING, SEE DWGING D13R63
UTILITY CONTACT LIST
CONSTRUCTION NOTES - WR# 12253665
CALL SUNSHINE 1-800-432-4770



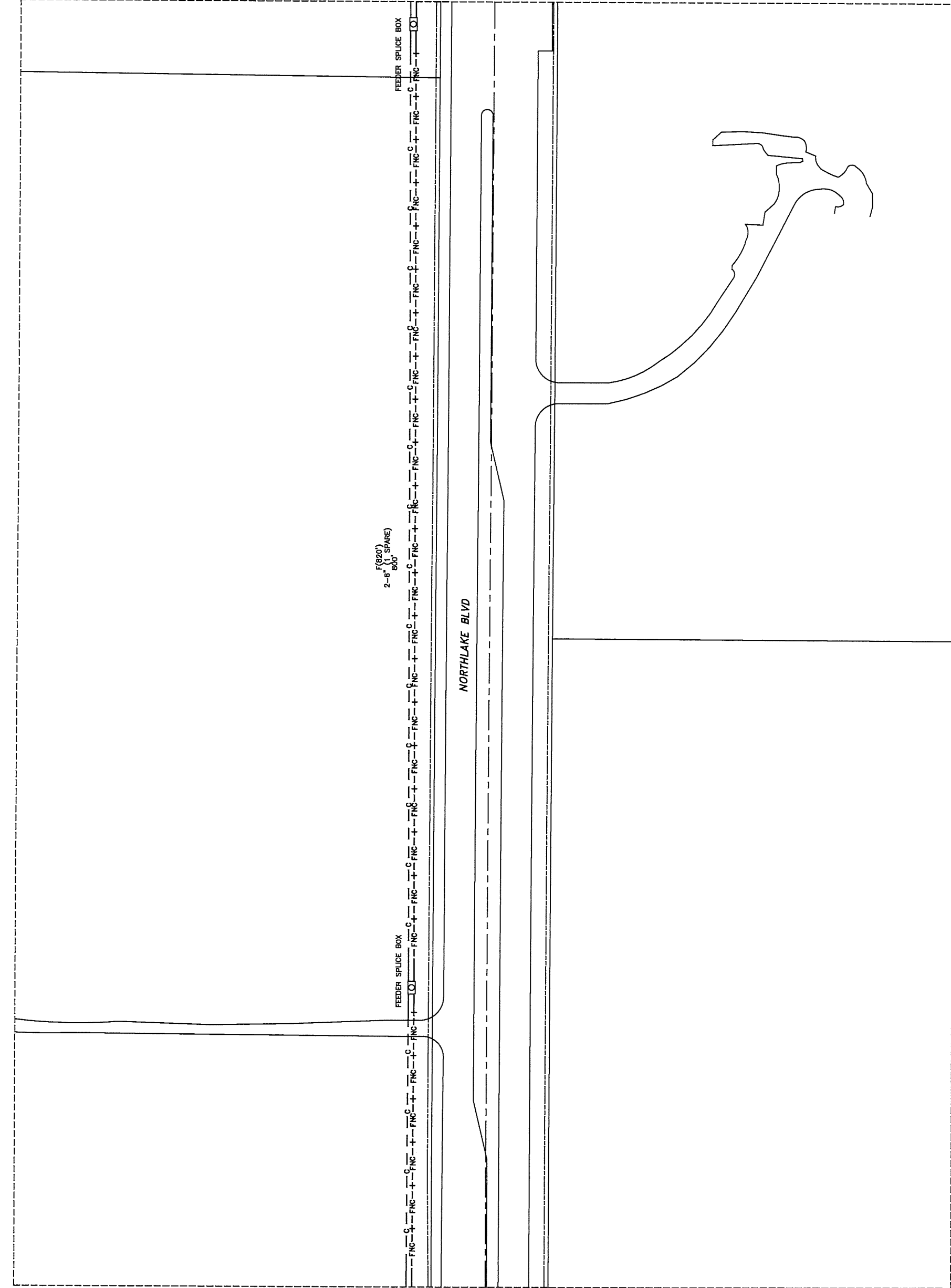
REFERENCE DWG'S

D13R57, D13R62, D13R63
D13R58 D13CK52
D13R59 D13R93
D13R60 D13R94 D13R98
D13R61 D13R96 D13R97

TWNP-42, RING-41, SEC. 12, QTR. 9

DESIGNED BY S. UEBLA				W/K WB			
DRAWN BY I. ARIAS				AVENIR			
DATE 04/03/23				AVENIR DR			
MAP NO. AJ-0460				PALM BCH GARDENS/PALM BEACH CNTY, FL			
DWG NO. D13CK48				WR:12253665			
FEET				D122 - 53 - 665			
AS-BUILT COPY				AS-BUILT CREW PRINT			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print.				Job CERTIFIED COMPLETED as shown on this AS-BUILT print.			
Material changes shown on ROS.				Material changes shown on ROS.			
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.				All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.			
REVISION				REVISION			
INSTALL FEEDER CABINET AND SWITCH CABINETS				INSTALL FEEDER CABINET AND SWITCH CABINETS			
INSTALL UG FACILITIES FOR PANTHER NATIONAL				INSTALL UG FACILITIES FOR PANTHER NATIONAL			
INSTALL FEEDER DIP, SWITCH CABINETS, & PNTYS				INSTALL FEEDER DIP, SWITCH CABINETS, & PNTYS			
AUTH NO. ND, DATE				AUTH NO. ND, DATE			
12253665 2 04/03/23				12253665 2 04/03/23			
11563663 1 06/27/22				11563663 1 06/27/22			
10802625 0 09/31/21				10802625 0 09/31/21			

☐ INACCESSIBLE ☐ 13KV ☐ FUTURE 23KV ☒ 23KV ☐ SALT SPRAY ☐ NULL



F(820')
2-6" (1 SPARE)
800'

FEEDER SPLICE BOX

FEEDER SPLICE BOX

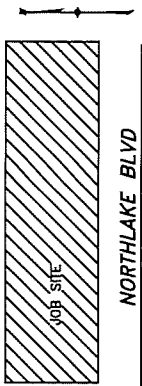
NORTHLAKE BLVD

MATCHLINE, SEE DWING D13R100

MATCHLINE, SEE DWING D13R102

REFERENCE DWG'S

D13CK48
D13R100
D13R102



LOCATION SKETCH
N.T.S.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

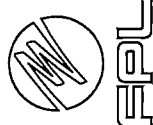
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

CONSTRUCTION NOTES - WR# 12253665

REQUIRED DRAWINGS FOR CONSTRUCTION NOTES SEE DWG# D13R83
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

AS-BUILT COPY DATE: _____ Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS: _____ Date: _____		AS-BUILT CREW PRINT DATE: _____ Foreman's Signature: _____ Date: _____		Easement? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Survey/Stake? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Work with SMO? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		DESIGNED BY S. LEBLA	
Tree Work? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Trench Feet: _____ CITY X DR. DIST. COUNTY AIR STATE RD WAD RR XING COUNTY RD. TRANSM.		Telephone Request? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> CATV Request? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		DRAWN BY T. COLLINS		BY WB	
Date: _____		Date: _____		DATE 04/12/23		AVENIR	
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.		Date: _____		MAP NO. AJ-0460		AVENIR DRIVE	
12253665		04/12/23		PALM BCH GARDENS / PALM BCH CNTY, FL		D13R101	
AUTH NO.		NO.		DWG NO.		WR:12253665	
REVISION		INSTALL FEEDER DIP AND SWITCH CABINETS		FEET 0 20 40 60		D122 -53-665	




TWNP:42 RNC:41 SEC:15 QTR:



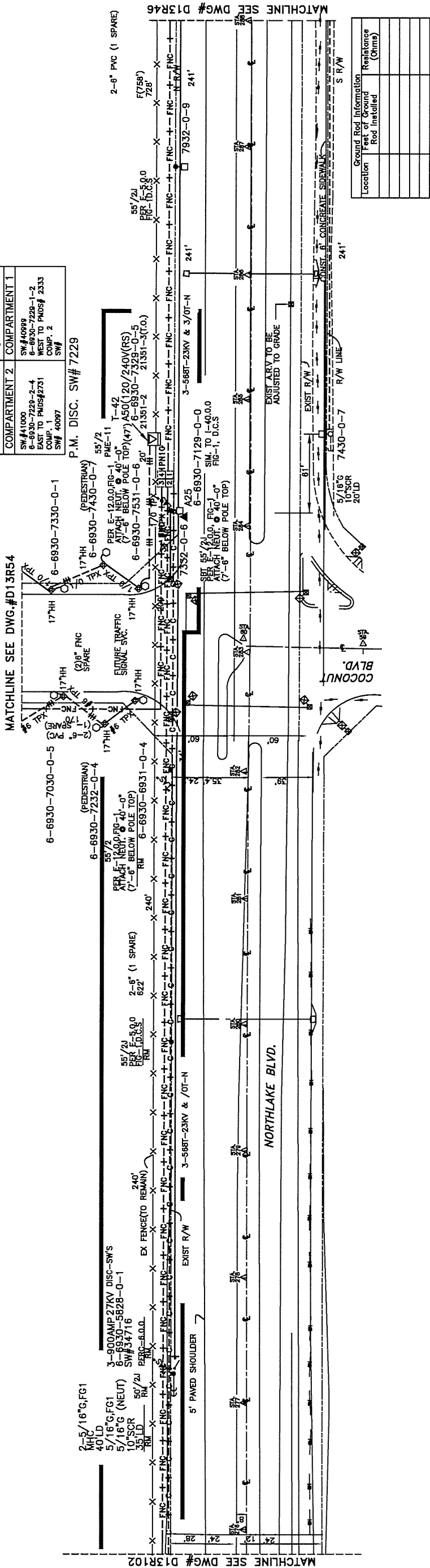
	12253665	4	04/03/23	INSTALL FEEDER DIP AND SWITCH CABINETS
	10095275	3	04/16/21	PRELIMINARY STREET LIGHTS
	10082314	2	02/01/21	PULL FEEDER CABLE ● V/O AVENIR DR
	8769046	1	06/29/20	OH-UG CONVERSION UG INSTALL
ASBUILT	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY	AS-BUILT CREW PRINT
<u>PRICE</u> <u>DATE</u> Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	<u>Foreman's Signature</u> <u>Date</u> <u>Supervisor's Signature</u> <u>Date</u> All required ground rods have been driven & verified to be within P&L standards. Values are shown at all locations.
	<u>Foreman's Signature</u> <u>Date</u>

Easement?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> State?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Work with SMO?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Tree Work?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Designer/Site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	CT/Special Mtr?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Map Posting?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Trench Feet			Duct Bank Feet		
			Loc. #					
			QTY X DR. DIST.	COUNTY AIR	STATE RD	FAA		
			WMD	RR XING	COUNTY RD.	TRANS.		
Posted by	Telephone Request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> CATV Request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							

	DESIGNED BY	S. LIEBLA		W/4 WB AVENIR - FEEDER NORTHLAKE BLVD WEST PALM BEACH/PALM BEACH CNTY, FL D13R47
	DRAWN BY	I. ARNAS		
	DATE	04/03/23		
	MAP NO.	AG-0460		
			DWG NO. 12253665 <small>INC</small> D122-53-665	

TWNP:42 RNG:41 SEC:15 QTR:

[illegible]

P.M. DISC. SW# 7229

MATCHLINE SEE DWG. #D13R54

MATCHLINE SEE DWG# D13R102

NORTHLAKE BLVD.

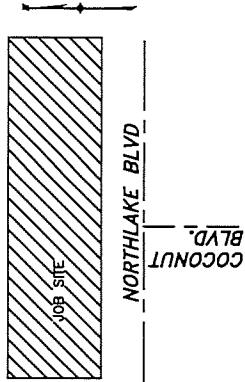
turn

PAV LINE

$$\frac{S}{R/W}$$
[illegible]

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

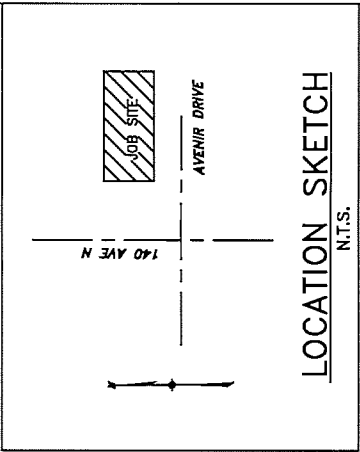
LOCATION SKETCH
N.T.S.



<input type="checkbox"/>	INACCESSIBLE	<input type="checkbox"/>	13KV	<input checked="" type="checkbox"/>	FUTURE 23KV	<input checked="" type="checkbox"/>	23KV	<input type="checkbox"/>	SALT SPRAY	<input type="checkbox"/>	NULL
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<input type="checkbox"/>	INACCESSIBLE	<input type="checkbox"/>	13KV	<input checked="" type="checkbox"/>	FUTURE 23KV	<input checked="" type="checkbox"/>	23KV	<input type="checkbox"/>	SALT SPRAY	<input type="checkbox"/>	NULL
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☐ INACCESSIBLE ☐ 13KV ☐ FUTURE 23KV ☒ 23KV ☐ SALT SPRAY ☐ NULL



The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

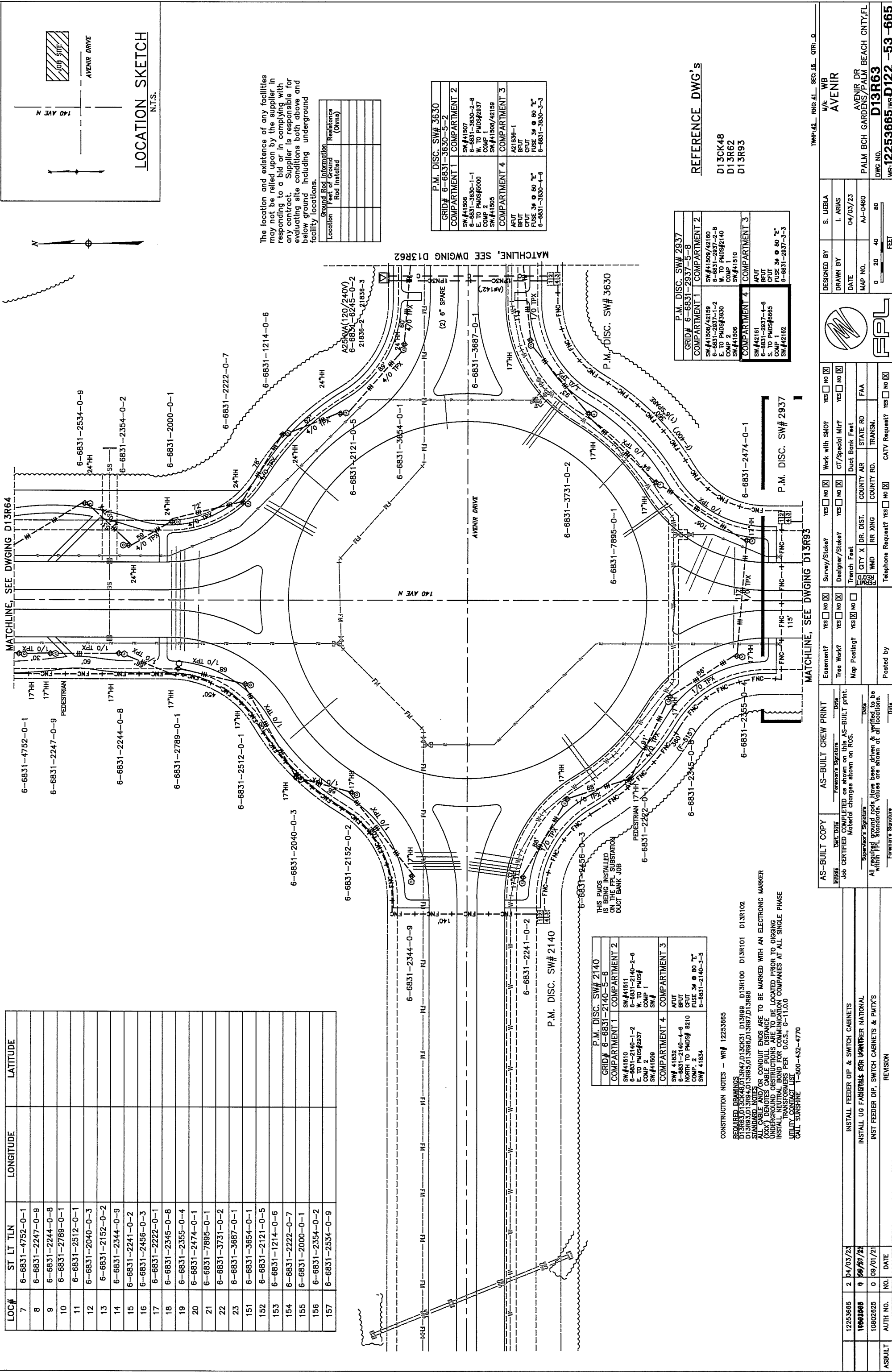
Ground Rod Information	
Location	Resistance (Ohms)

P.M. DISC. SW# 3630	
GRID#	COMPARTMENT
6-6831-3630-5-2	COMPARTMENT 1
SW#41508	SW#41507
6-6831-3630-1-1	6-6831-3630-2-8
E. TO PMDS#5000	W. TO PMDS#2837
COMP 2	COMP 1
SW#41505	SW#41508/42159
COMPARTMENT 4	
AFUT	A21836-1
BRUT	BRUT
CPUT	CPUT
FUSE 3# 80 °C	FUSE 3# 80 °C
6-6831-3630-4-6	6-6831-3630-3-3

REFERENCE DWG'S

D130K48
D13R62
D13R93

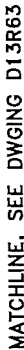
P.M. DISC. SW# 2937	
GRID#	COMPARTMENT
6-6831-2937-5-8	COMPARTMENT 2
SW#41509/42180	SW#41509/42180
6-6831-2937-1-2	6-6831-2937-2-8
E. TO PMDS#3630	W. TO PMDS#2140
COMP 2	COMP 1
SW#41508	SW#41510
COMPARTMENT 4	
SW#42181	BRUT
6-6831-2937-4-6	S. TO PMDS#8695
COMP 1	COMP 1
SW#42182	FUSE 3# 80 °C
6-6831-2937-3-3	6-6831-2937-3-3



AS-BUILT COPY		AS-BUILT CREW PRINT	
DATE	DATE	DATE	DATE
Job CERTIFIED COMPLETED as shown on this AS-BUILT print.		Job CERTIFIED COMPLETED as shown on this AS-BUILT print.	
Material changes shown on ROS.		Material changes shown on ROS.	
Supervisor's Signature		Supervisor's Signature	
All required ground rods have been driven & verified to be within 10' of conductors. Values are shown at all locations.		All required ground rods have been driven & verified to be within 10' of conductors. Values are shown at all locations.	
Foreman's Signature		Foreman's Signature	

AS-BUILT		REVISION	
AUTH NO.	NO.	DATE	REVISION
12253665	2	04/03/23	INSTALL FEEDER DIP & SWITCH CABINETS
10802825	0	09/01/21	INSTALL UG FAULT CURRENT LIMITER NATIONAL
10802825	0	09/01/21	INST FEEDER DIP, SWITCH CABINETS & PMT'S

CONSTRUCTION NOTES - WR# 12253665
REQUIRED DRAWINGS: D130K47, D130K51, D130K53, D130K55, D130K57, D130K59, D130K61, D130K63, D130K65, D130K67, D130K69, D130K71, D130K73, D130K75, D130K77, D130K79, D130K81, D130K83, D130K85, D130K87, D130K89, D130K91, D130K93, D130K95, D130K97, D130K99, D13101, D13103, D13105, D13107, D13109, D13111, D13113, D13115, D13117, D13119, D13121, D13123, D13125, D13127, D13129, D13131, D13133, D13135, D13137, D13139, D13141, D13143, D13145, D13147, D13149, D13151, D13153, D13155, D13157, D13159, D13161, D13163, D13165, D13167, D13169, D13171, D13173, D13175, D13177, D13179, D13181, D13183, D13185, D13187, D13189, D13191, D13193, D13195, D13197, D13199, D13201, D13203, D13205, D13207, D13209, D13211, D13213, D13215, D13217, D13219, D13221, D13223, D13225, D13227, D13229, D13231, D13233, D13235, D13237, D13239, D13241, D13243, D13245, D13247, D13249, D13251, D13253, D13255, D13257, D13259, D13261, D13263, D13265, D13267, D13269, D13271, D13273, D13275, D13277, D13279, D13281, D13283, D13285, 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CONSTRUCTION NOTES - WR# 12253665

REQUIRED DRAWINGS
FOR C. NOTES & REQUIRED DWGING, SEE DWING D13R63
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

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[illegible]


P.M. DISC. SW# 8665	
GRID# 6-5932-8665-5-9	
COMPARTMENT 1	COMPARTMENT 2
SW#42162	SW#42163
6-5932-8665-1-8	6-5932-8665-2-9
N. TO PADS/2937	S. TO PADS/8662
COMP 4	COMP 1
SW#42161	SW#42164
COMPARTMENT 4	COMPARTMENT 3
AFUT	AFUT
BRUT	BRUT
CFUT	CFUT
FUSE 3# 0 80 °F	FUSE 3# 0 80 °F
6-5932-8665-4-1	6-5932-8665-3-2


P.M. DISC. SW# 8662	GRID# 6-6932-8662-5-7	
COMPARTMENT 1	COMPARTMENT 2	
SW#42164	SW#42165	
6-6932-8662-1-5	6-6932-8662-2-0	
S. TO PAU05#6985	S. TO PAU05#0758	
COMP 2	COMP 1	
SW#42163	SW#42168	
COMPARTMENT 4	COMPARTMENT 3	
AFUT	A22816-1	
BRUT	B22817-1	
CRUT	C22819-1	
FUSE 3# 00 °E	FUSE 3# 00 °E	
6-6932-8662-4-3	6-6932-8662-3-0	

REFERENCE DWG'S


D13CK48
D13R94
D13R63

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Survey/State? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Work with SMO? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Tree Work? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Designer/State? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> CT/Special Mtr? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> <u>French Feet</u> Duct Bank Feet	
_____ Interiors Date _____		_____ Foreman's Signature Date _____		_____ Supervisor's Signature Date _____	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.					
All required ground rods have been driven & verified to be within PPL standards. Values are shown at all locations.					
_____ Foreman's Signature		Posted by _____ Telephone Request? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> CATV Request? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			

	DESIGNED BY	S. LIEBLA
	DRAWN BY	I. ARJAS
	DATE	04/03/23
	MAP NO.	AJ-0480



0 20 40 80
FEET



W/k WB
AVENIR

NORTHLAKE BLVD & PANTHER NATIONAL
PALM BCH GARDENS/PALM BEACH CNTY,FL

HWG NO. **D13R93**

12253665 **D122 -53 665**

MATCHLINE, SEE DWGING D13R93

☐ INACCESSIBLE

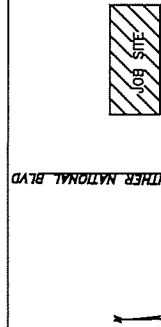
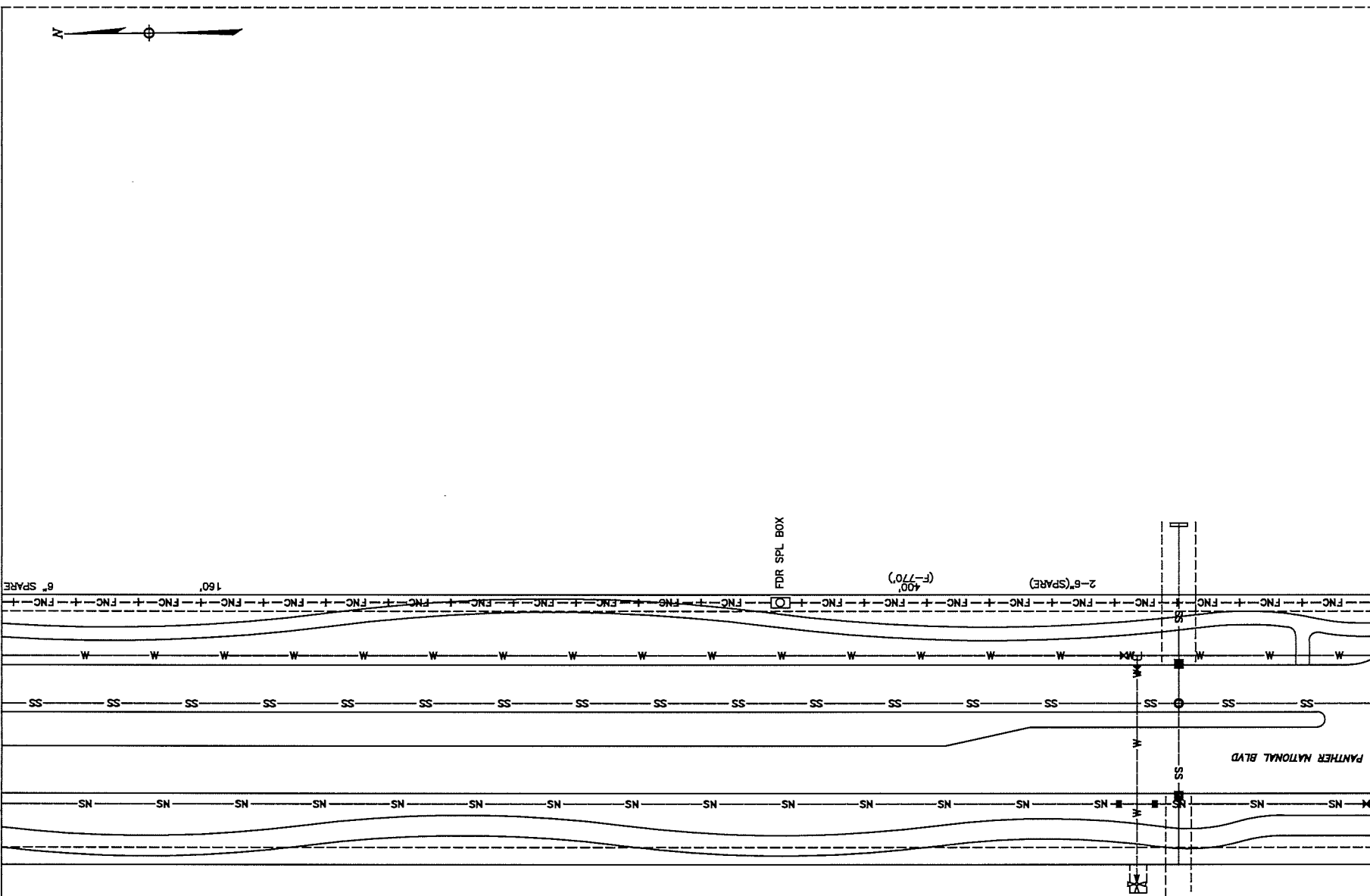
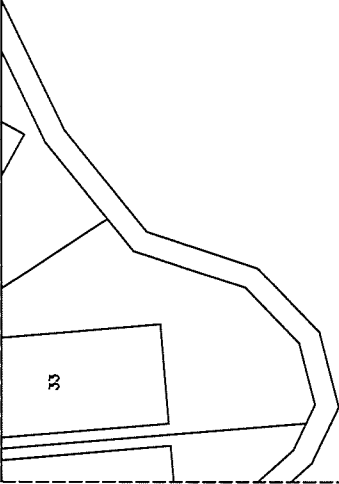
☐ 13KV

☐ FUTURE 23KV

☒ 23KV

☐ SALT SPRAY

☐ NULL



LOCATION SKETCH
N.T.S.

CONSTRUCTION NOTES - WR# 12253665

REQUIRED DRAWINGS
UTILITY CONTRACT
CALL SUNSHINE 1-800-432-4770

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information	
Location	Resistance (Ohms)

REFERENCE DWG's

D13CK48
D13R93
D13R95

TWNP-42 RING-41 SEC-1B QTR-0

AS-BUILT COPY DATE: 04/03/23 Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	AS-BUILT CREW PRINT Foreman's Signature: _____ Date: _____ Tree Work? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> Map Posting? yes <input checked="" type="checkbox"/> no <input type="checkbox"/> Trench Feet: 0 CITY X DR. DIST. COUNTY AIR STATE RD. FAA RR XING COUNTY RD. TRANSI. Telephone Request? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> CATV Request? yes <input type="checkbox"/> no <input checked="" type="checkbox"/>	DESIGNED BY: S. LIEBLA DRAWN BY: I. ARIAS DATE: 04/03/23 MAP NO. AI-0460 0 20 40 80 FEET	W/E: WB AVENIR NORTHLAKE BLVD & PANTHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL D13R94 DWG NO. 12253665 WR: 12253665
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FPL		S. LIEBLA		W/E: WB	
I. ARIAS		DRAWN BY		AVENIR	
04/03/23		DATE		NORTHLAKE BLVD & PANTHER NATIONAL	
AI-0460		MAP NO.		PALM BCH GARDENS/PALM BEACH CNTY, FL	
0 20 40 80 FEET		SCALE		D13R94	
12253665		AUTH NO.		DWG NO.	
04/03/23		DATE		WR: 12253665	

ASBUILT	12253665	2	04/03/23	NO.	DATE	REVISION
						INSTALL FEEDER DIP & SWITCH CABINETS

INACCESSIBLE

1KV

FUTURE 23KV

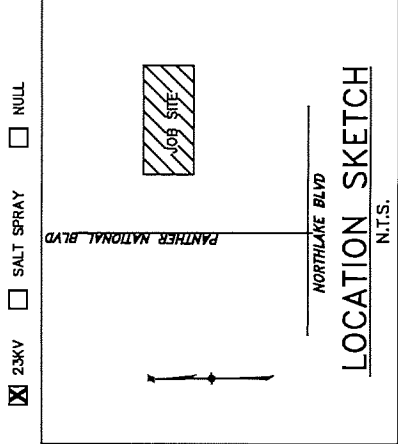
23KV

SALT SPRAY

NULL

MATCHLINE, SEE DWGING D13R94

MATCHLINE, SEE DWGING D13R96



CONSTRUCTION NOTES - WR# 12253665
REQUIRED DRAWINGS
FOR C. NOTES & REQUIRED DWGING, SEE DWGING D13R63
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

D13CK48
D13R94
D13R96

AS-BUILT COPY		AS-BUILT CREW PRINT		EQUIPMENT		SURVEY/STAKE?		YES		NO		YES		NO		YES		NO	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print.		Job CERTIFIED COMPLETED as shown on this AS-BUILT print.		Job CERTIFIED COMPLETED as shown on this AS-BUILT print.		Job CERTIFIED COMPLETED as shown on this AS-BUILT print.		Job CERTIFIED COMPLETED as shown on this AS-BUILT print.		Job CERTIFIED COMPLETED as shown on this AS-BUILT print.		Job CERTIFIED COMPLETED as shown on this AS-BUILT print.		Job CERTIFIED COMPLETED as shown on this AS-BUILT print.		Job CERTIFIED COMPLETED as shown on this AS-BUILT print.		Job CERTIFIED COMPLETED as shown on this AS-BUILT print.	
Supervisor's Signature		Supervisor's Signature		Supervisor's Signature		Supervisor's Signature		Supervisor's Signature		Supervisor's Signature		Supervisor's Signature		Supervisor's Signature		Supervisor's Signature		Supervisor's Signature	
All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.		All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.		All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.		All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.		All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.		All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.		All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.		All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.		All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.		All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.	
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AUTH NO.		NO.		NO.		NO.		NO.		NO.		NO.		NO.		NO.		NO.	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
INSTALL FEEDER DIP & SWITCH CABINETS		INSTALL FEEDER DIP & SWITCH CABINETS		INSTALL FEEDER DIP & SWITCH CABINETS		INSTALL FEEDER DIP & SWITCH CABINETS		INSTALL FEEDER DIP & SWITCH CABINETS		INSTALL FEEDER DIP & SWITCH CABINETS		INSTALL FEEDER DIP & SWITCH CABINETS		INSTALL FEEDER DIP & SWITCH CABINETS		INSTALL FEEDER DIP & SWITCH CABINETS		INSTALL FEEDER DIP & SWITCH CABINETS	
REVISION		REVISION		REVISION		REVISION		REVISION		REVISION		REVISION		REVISION		REVISION		REVISION	

DESIGNED BY		S. LIEBLA		W/A		WB		TOWN		RNG		AL		SEC		1B		QTR		0	
DRAWN BY		I. ARIAS		W/A		WB		TOWN		RNG		AL		SEC		1B		QTR		0	
DATE		04/03/23		W/A		WB		TOWN		RNG		AL		SEC		1B		QTR		0	
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FEET		FEET		FEET		FEET		FEET		FEET		FEET		FEET		FEET		FEET		FEET	
NORTH LAKE BLVD & PANTHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL		NORTH LAKE BLVD & PANTHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL		NORTH LAKE BLVD & PANTHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL		NORTH LAKE BLVD & PANTHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL		NORTH LAKE BLVD & PANTHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL		NORTH LAKE BLVD & PANTHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL		NORTH LAKE BLVD & PANTHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL		NORTH LAKE BLVD & PANTHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL		NORTH LAKE BLVD & PANTHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL		NORTH LAKE BLVD & PANTHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL		NORTH LAKE BLVD & PANTHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL	
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D13R95		D13R95		D13R95		D13R95		D13R95		D13R95		D13R95		D13R95		D13R95		D13R95		D13R95	
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D13R95		D13R95		D13R95		D13R95															

MATCHLINE, SEE DWGING D13R95

☐ INACCESSIBLE

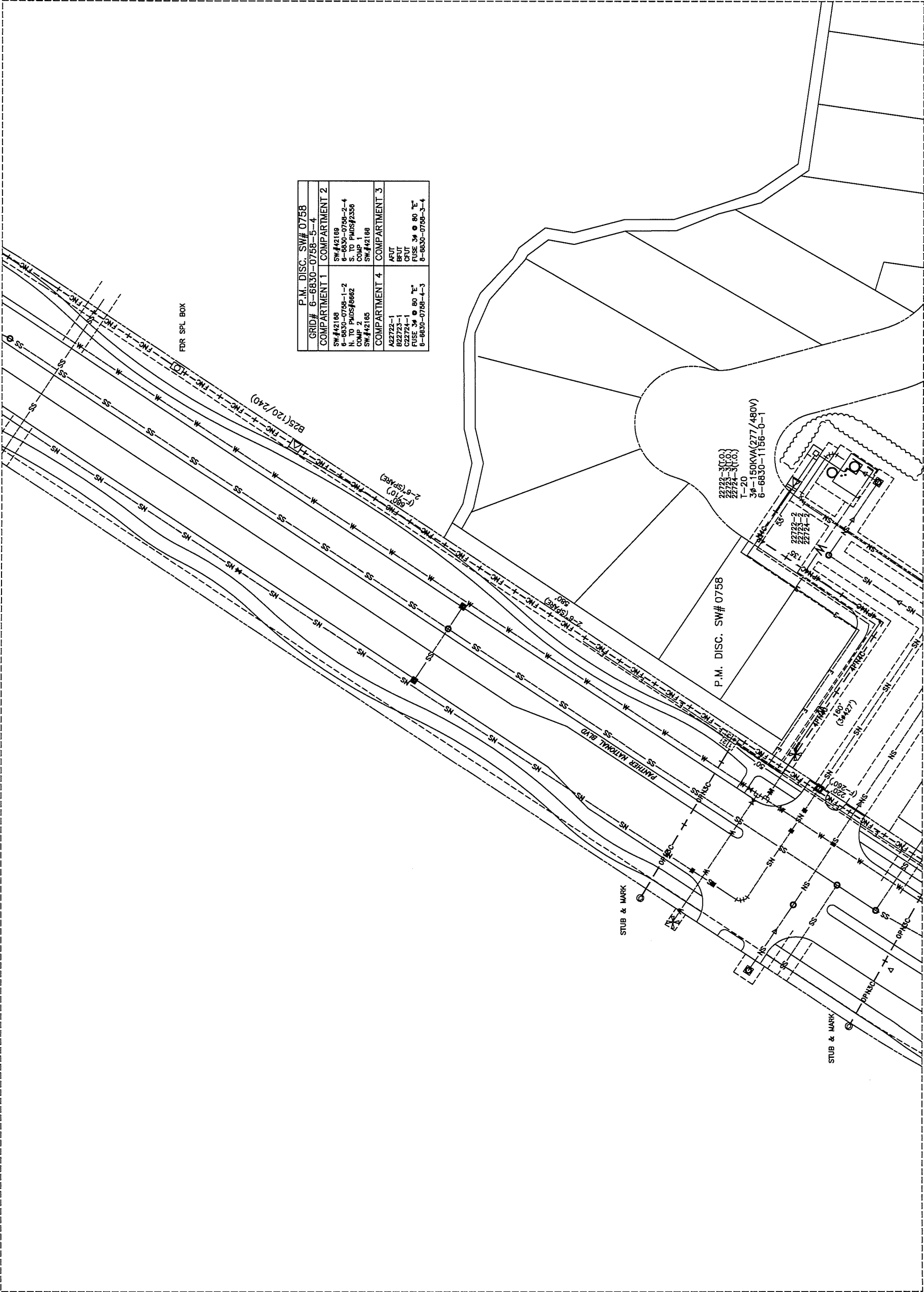
☐ 13KV

☐ FUTURE 23KV

☒ 23KV

☐ SALT SPRAY

☐ NULL



FOR SPL BOX

P.M. DISC. SW# 0758	
GRID# 6-6830-0758-5-4	COMPARTMENT 2
SW#42189	SW#42189
6-6830-0758-1-2	6-6830-0758-2-4
N. TO PADS#8662	S. TO PADS#2350
COMP 2	COMP 1
SW#42185	SW#42188
COMPARTMENT 4	COMPARTMENT 3
A22722-1	AFUT
B22723-1	BFUT
C22724-1	CFUT
FUSE 3# 80 E"	FUSE 3# 80 E"
6-6830-0758-4-3	6-6830-0758-3-4

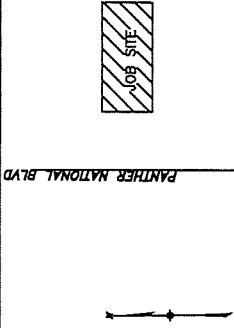
Ground Rod Information	
Location	Resistance (Ohms)
Feet of Ground Rod Installed	

CONSTRUCTION NOTES - WR# 12253665
REQUIRED DRAWINGS
FOR CONSTRUCTION
CALL SUNSHINE 1-800-432-4770

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

LOCATION SKETCH

N.T.S.

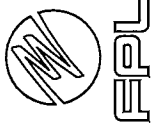


REFERENCE DWG's

D13CK48
D13R97
D13R95

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Survey/State? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Work with SM? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		DESIGNED BY S. LIEBLA	
DATE		DATE		Tree Work? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Designer/State? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		CT/Special M? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		DRAWN BY I. ARIAS	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print.		Material changes shown on ROS.		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Trench Feet		Duct Bank Feet		DATE 04/03/23	
Supervisor's Signature		Supervisor's Signature		CITY X DR. DIST.		COUNTY AIR		STATE RO		MAP NO. AL-0460	
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.		All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.		RR XING		COUNTY RD.		TRANS.		0 20 40 80 FEET	
Date		Date		Telephone Request? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		CATV Request? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				WR# 12253665 IWR-D122 -53-665	
INSTALL FEEDER DIP & SWITCH CABINETS		REVISION		12253665		2		04/03/23		D13R96	
AUTH NO.		NO.		DATE		DATE		DATE		D13R95	
ASBUILT		12253665		2		04/03/23		DATE		D13R96	

TWNP-42 RING-41 SEC-1E QTR.-0



NORTHLAKE BLVD & PANTHER NATIONAL
PALM BCH GARDENS/PALM BEACH CNTY, FL


D13R96

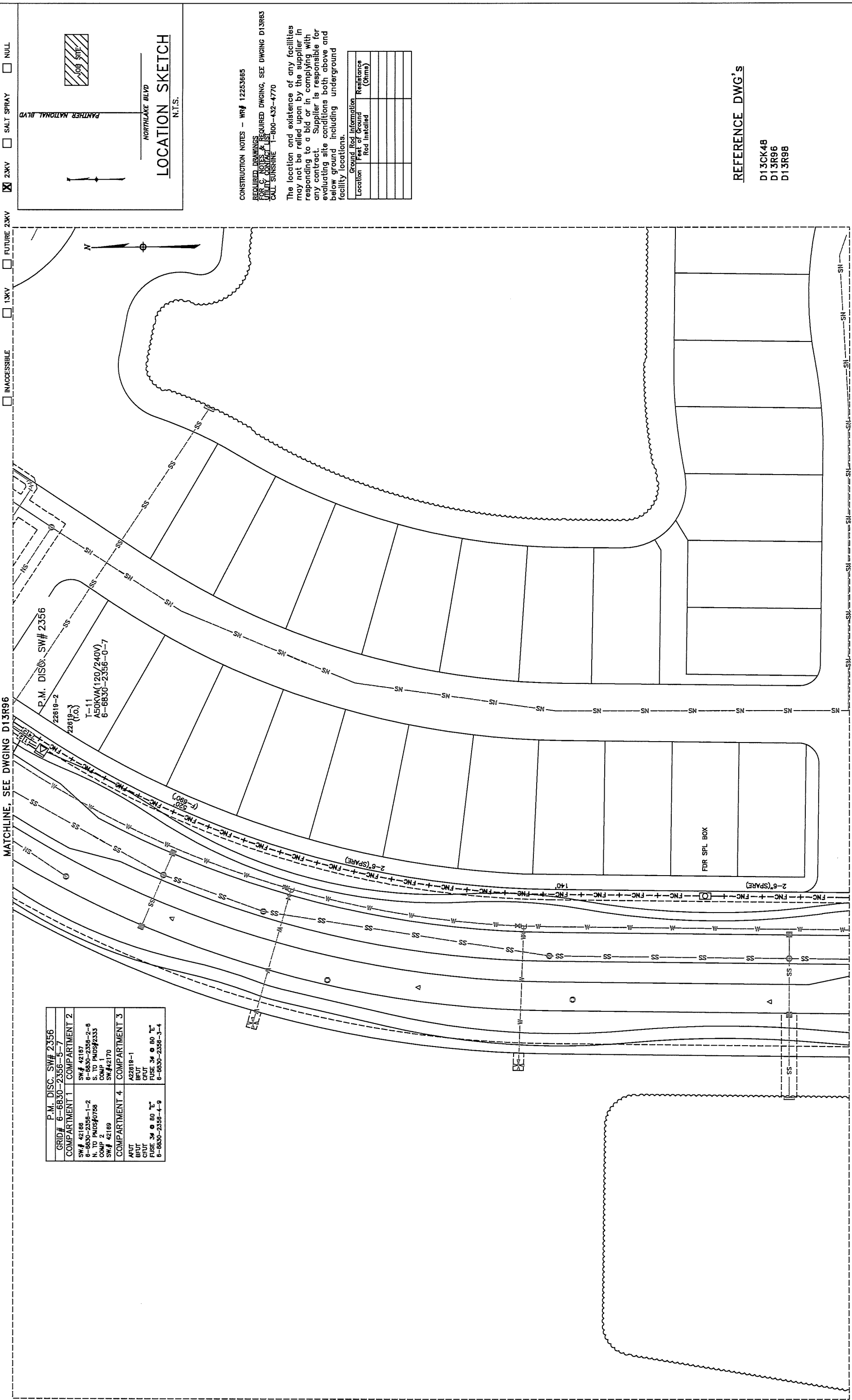
WR# 12253665 IWR-D122 -53-665

	12253665	2	04/03/23	INSTALL FEEDER DIP & SWITCH CABINETS
ASBUILT	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY	INITIALS	DATE	AS-BUILT CREW PRINT	DATE
		Foreman's Signature		
<p>Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.</p>				
		Superior's Signature		
<p>All required ground rods have been driven & verified to be within PL standards. Values are shown at all locations.</p>				
		Foreman's Signature		

Enurement?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Survey/States?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Work with SMO?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Tree Work?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Designer/States?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	CI/Special Mtr?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Map Posting?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Duct Bank Feet			
		Trench Feet			
		FC RD RD	CITY X DR. DIST. VMD	COUNTY RD.	STATE RD TRANSM.
Posted by		Telephone Request? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			CATV Request? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

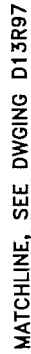
		DESIGNED BY		S. LIEBLA		W/R: WB	AVENIR
		DRAWN BY		I. ARIAS			
		DATE		04/03/23		NORTHLAKE BLVD. & PANITHER NATIONAL PALM BCH GARDENS/PALM BEACH CNTY, FL	
		MAP NO.		A4-0460			
		0 20 40 80 FEET		DWG. NO.		D13R97	
				WR:		12253665 ^{MR} D122-53-665	



D13CK48
D13R96
D13R98

[illegible]

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.



D13CK48
D13R97
D13R99

MATCHLINE SEE DWG# D13R99

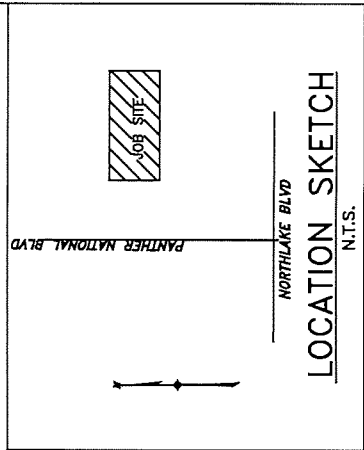
P.M. DISC. SW.# 2333	
GRID# 6-6830-2333-5-2	
COMPARTMENT 1	COMPARTMENT 2
SW.442170	SW.442171
0-6830-2333-1-8	0-6830-2333-2-8
N. TO PHOS#2356	TO FUTURE PHOS
COMP 2	COMP 1
SW.442187	SW.#
COMPARTMENT 4	COMPARTMENT 3
AFUT	A29822-1
BRUT	BRUT
CRUT	CRUT
FUSE 34 0 80 °E	FUSE 34 0 80 °E
0-6830-2333-4-5	0-6830-2333-3-0

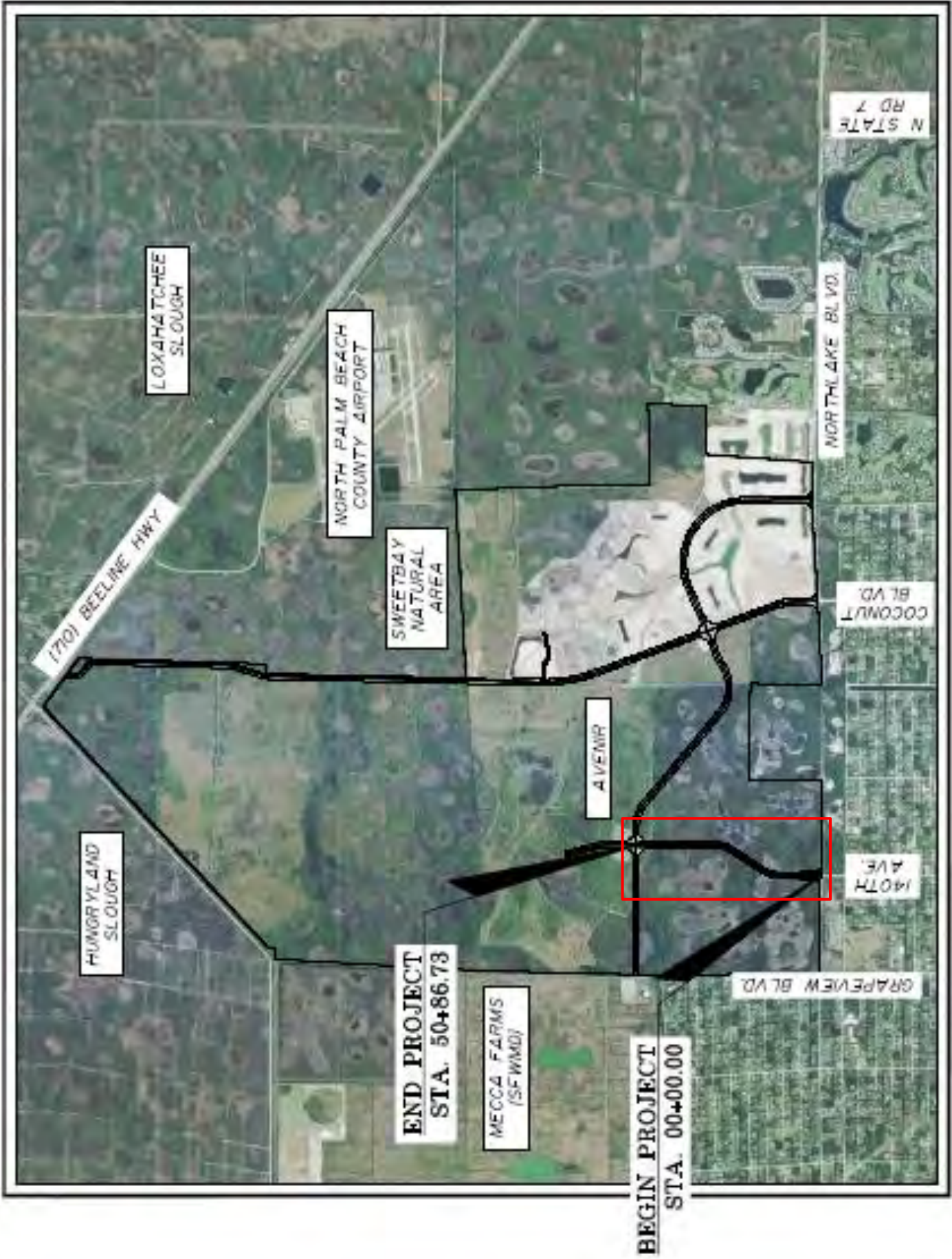
[illegible]

CONSTRUCTION NOTES -- WR# 12253665

REQUIRED DRAWINGS
FOR C, NOTES & REQUIRED DWGING, SEE DWING D13R63
FOR CITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

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Product summary					
Symbol	Description	Watts	Temp color	Quantity	
	Cooper Mesa	150	4K	77	
	21ft black tapered concrete pole	N/A	N/A	77	
	Cooper Mesa	75	4K	28	
	14ft black tapered concrete pole	N/A	N/A	28	

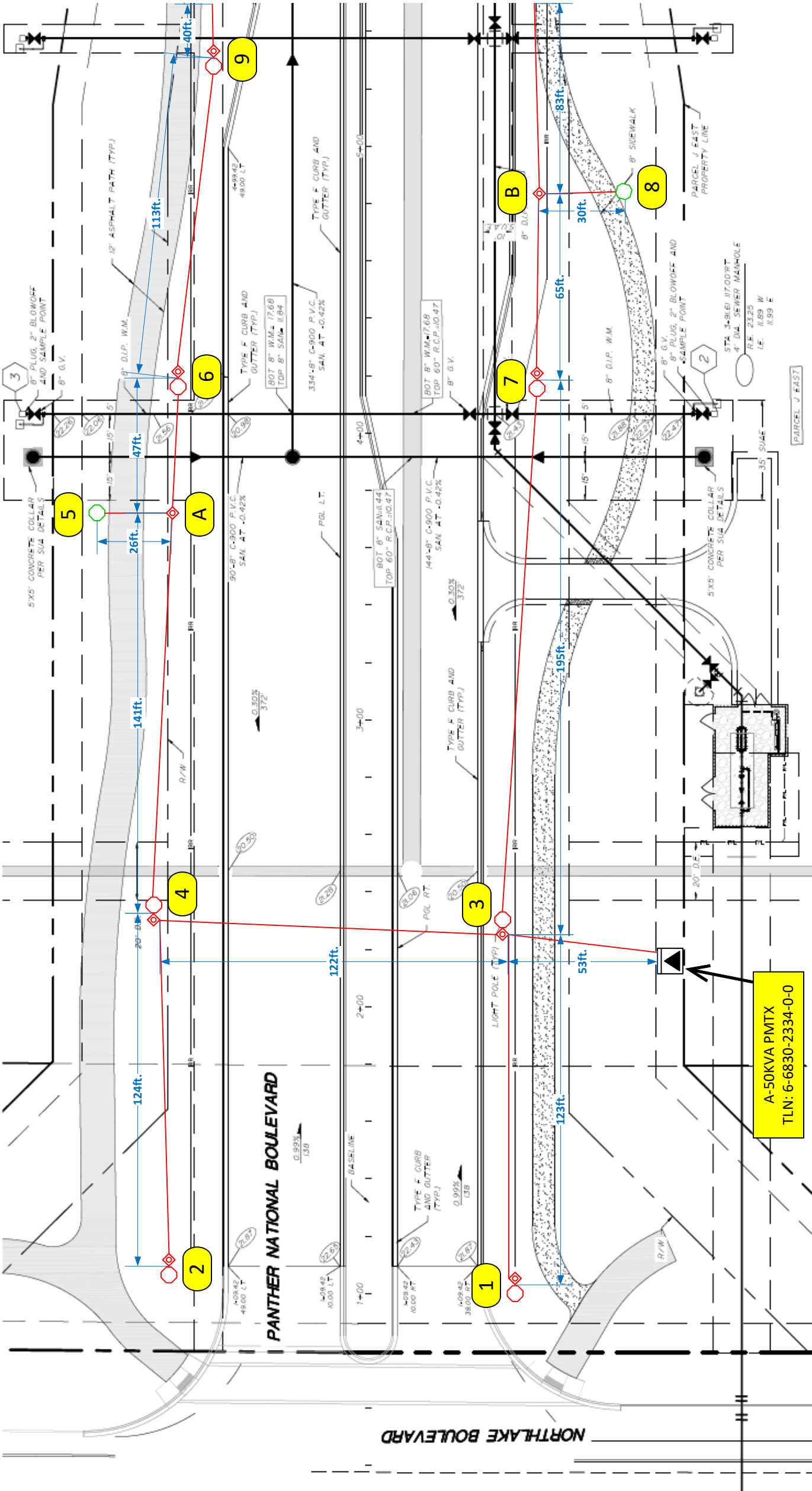
AS-BUILT CREW PRINT		ALL REQUIRED GROUND POLES HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN P&L STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		FOR CERTIFIED CONTRACTS AS SHOWN ON THE AS-BUILT PRINT, MATERIAL CHANGES SHOWN ON RDS.		AS-BUILT COPY	
FOREMAN'S SIGNATURE		DATE		FOREMAN'S SIGNATURE		DATE	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Avenir Spine Road Phase 5 105 new fixtures & 105 new poles V/O Panther National Blvd, Palm Beach Garden, FL 33412	
CITY X		County Rd.		County Air		State Road	
WMD		RR Xing		DR. Dist.		Transm.	
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per		Designed by: Thais Garcia	
Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No.		Date: 05/23/23	
Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Drawn by: TG	
POLE LINE FEET		0'		DUCT BANK FT.		Check by: XX	
POLE LINE FT. ON TRANS. POLES		0'		TRENCH FT.		TWP. XX	
TUM/LDS MODEL No.		-		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by:		Rural Location Sec. XX	
						SCALE: N.T.S	
						St. Lt MAP No. MAP#	
						Pri Map No. xxxxx	
						WR xxxxxxxx	
						M/A	
						XX	



Scale: 1" = 40'

Footage: 1,162 Ft.

Permit required with
Palm Beach Gardens



Construction Notes: (Customer installing conduit and hand-holes)

- Loc. 1-4, 6-7 & 9: Install 1 LED Cooper Mesa 150W 4K on NEW 21' black tapered concrete pole.
- Loc. 5 & 8: Install 1 LED Cooper Mesa 75W 4K on NEW 14'6" black tapered concrete pole.
- Loc. A-B: Install 24" hand-hole.

*All lights in this page are being fed UG.

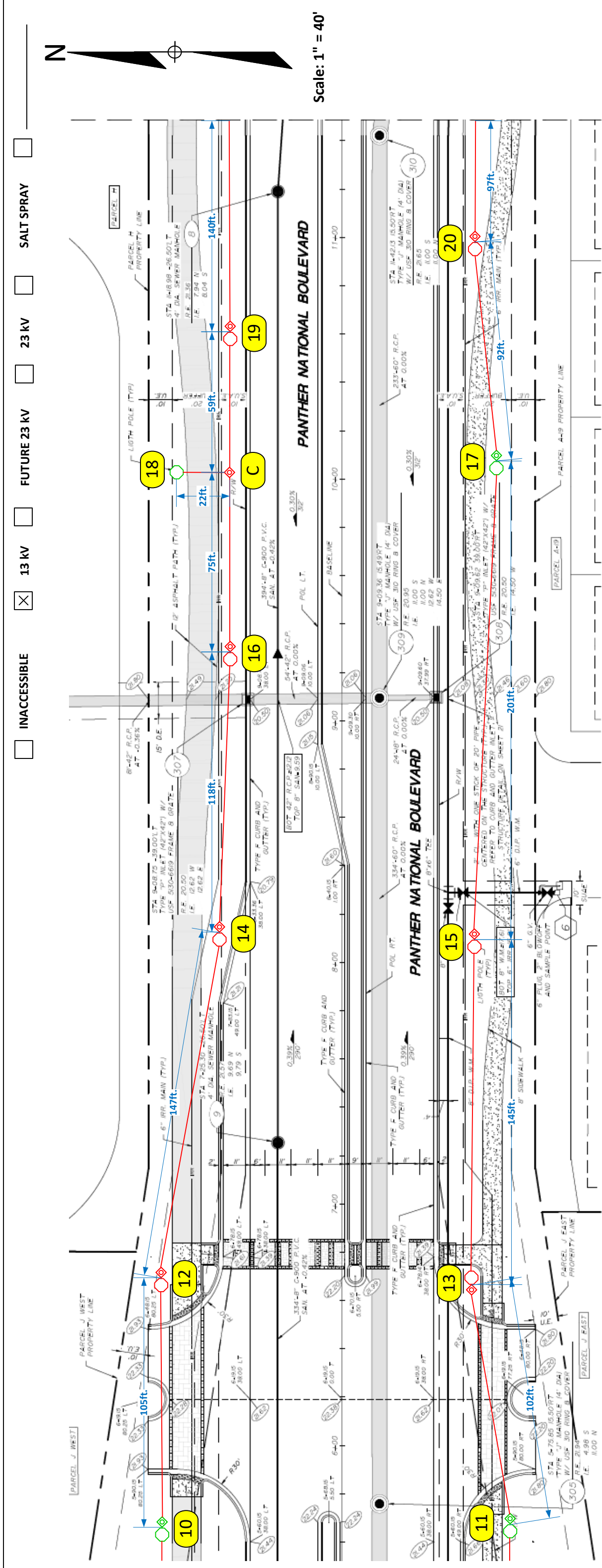
FPL contractor pulling 1/0 TPX UG cable with alternating legs and doing terminations at all locations.

Poles in this page to be installed in the R/W.

- Customer responsible for any restoration required. All hand-holes to be 24" unless noted.

FPL LED Rep: Diego Febres

AS-BUILT CREW PRINT		DATE		FOR FOREMAN'S SIGNATURE		DATE		FOR CERTIFIED CONTRACTOR AS SHOWN ON THE AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON THIS.		SUPERVISOR'S SIGNATURE		DATE		INITIALS		AS-BUILT COPY	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Avenir Spine Road Phase 5		Thais Garcia		05/23/23		TG		2 OF 11	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Rural Location Sec.		105 new fixtures & 105 new poles		Check by:		Dwg No.		XX		XX	
PERMIT REQ'D		City X		County Rd.		County Air		State Road		State Road		Transm.		N.T.S		XXXX	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tel. Attachment Per		Tel. Attachment Per		Designed by:		Date:		N.T.S		XXXXXX	
POLE LINE FEET		0'		DUCT BANK FT.		0'		TRENCH FT.		Drawn by:		Dwg No.		XX		XX	
POLE LINE FT. ON TRANS. POLES		0'		TRENCH FT.		0'		TRENCH FT.		Rural Location Sec.		Dwg No.		XX		XX	
TLM/LDS MODEL No.		-		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by:		WR		SCALE:		St. Lt MAP No.		MAP#		Pri Map No.	



Footage: 1,303 Ft.

Permit required with Palm Beach Gardens

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 12-16 & 19-20: Install 1 LED Cooper Mesa 150W 4K on NEW 21' black tapered concrete pole.

Loc. 10-11 & 17-18: Install 1 LED Cooper Mesa 75W 4K on NEW 14'6" black tapered concrete pole.

Loc. C: Install 24" hand-hole.

*All lights in this page are being fed UG.

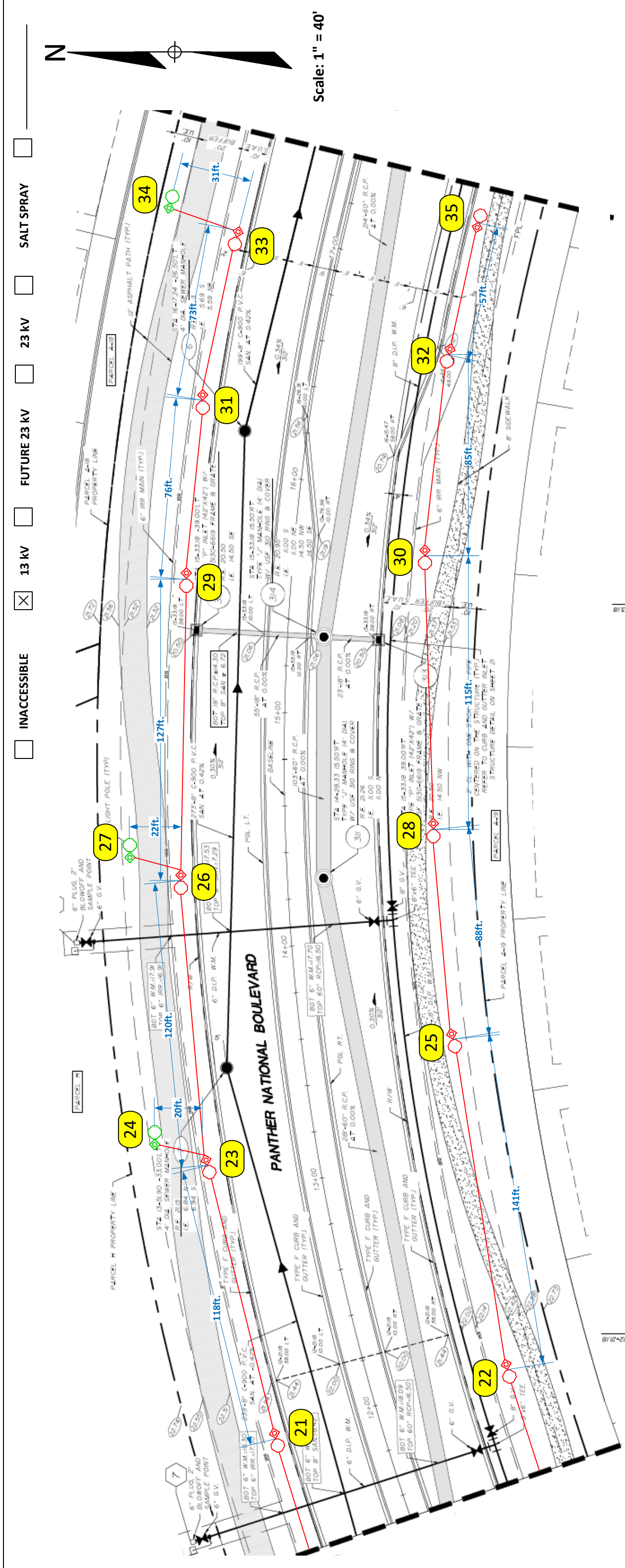
FFPL contractor pulling 1/0 TPX UG cable with alternating legs and doing terminations at all locations.

Poles in this page to be installed in the R/W.

- Customer responsible for any restoration required. All hand-holes to be 24" unless noted.

FPL LED Rep: Diego Febres

[illegible]



Footage: 1,073 Ft.

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 21-23, 25-26, 28-33 & 35: Install 1 LED Cooper Mesa 150W 4K on NEW 21' black tapered concrete pole.

Loc. 24, 27 & 34: Install 1 LED Cooper Mesa 75W 4K on NEW 14'6" black tapered concrete pole.

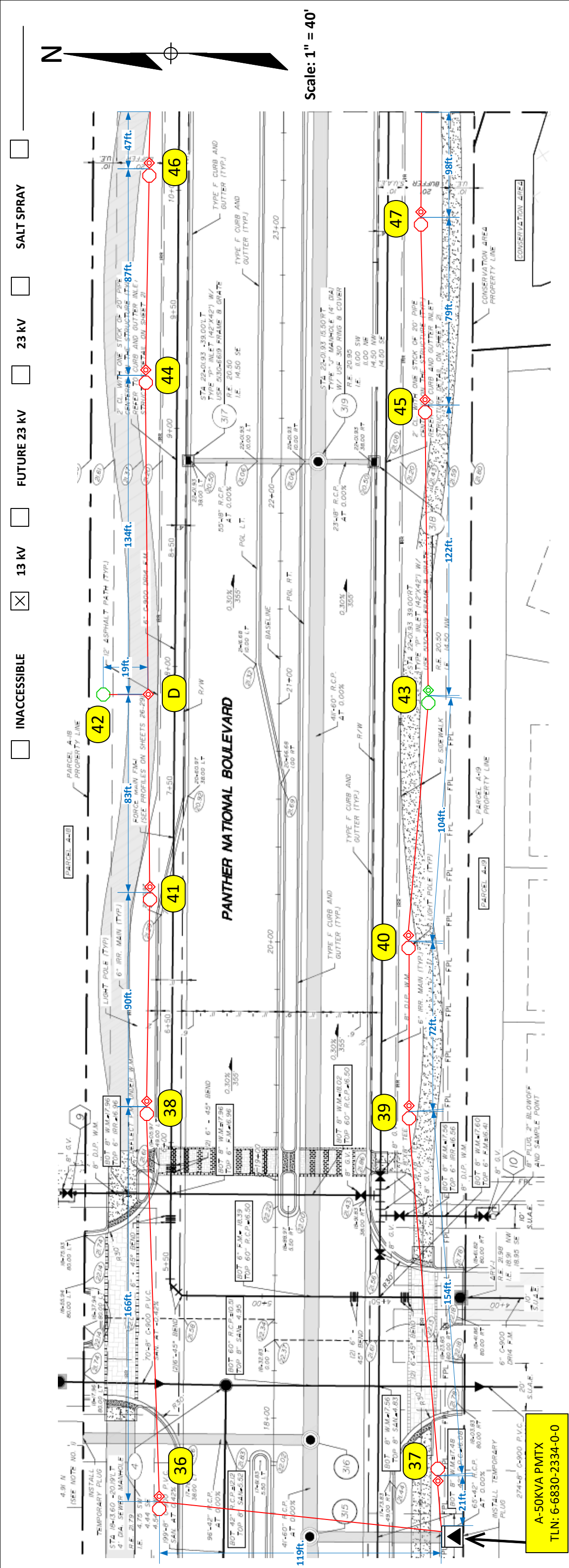
*All lights in this page are being fed UG.

FPL contractor pulling 1/0 TPX UG cable with alternating legs and doing terminations at all locations. Poles in this page to be installed in the R/W.

- Customer responsible for any restoration required. All hand-holes to be 24" unless noted.

FPL LED Rep: Diego Febres

AS-BUILT CREW PRINT										AS-BUILT COPY									
FOREMAN'S SIGNATURE					DATE					JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ADS					AS-BUILT COPY				
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					FOREMAN'S SIGNATURE					DATE				
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					FPL					INITIALS				
PERMIT REC'D					City X County Rd.					County Air State Road					Avenir Spine Road Phase 5				
					RR Xing					DR. Dist.					105 new fixtures & 105 new poles				
										Transm.					V/O Panther National Blvd, Palm Beach Garden, FL 33412				
Requested Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					Requested Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					Telle. Attachment Per					Designed by: Thais Garcia Date: 05/23/23				
Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>										Telephone Co. Job No.					Drawn by: TG Check by: Dwg No. 4 OF 11				
POLE LINE FEET					0'					DUCT BANK FT.					Rural Location Sec. xx TWP. xx S, RGE. xx E.				
POLE LINE FT. ON TRANSM. POLES					0'					TRENCH FT.					SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. xxxxx				
TUM/LDS MODEL No.					-					Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					WR xxxxxxxx				
										Posted by:					M/A				
															xx				



Footage: 1,395 Ft.

Permit required with
Palm Beach Gardens

Construction Notes: (Customer installing conduit and hand-holes)

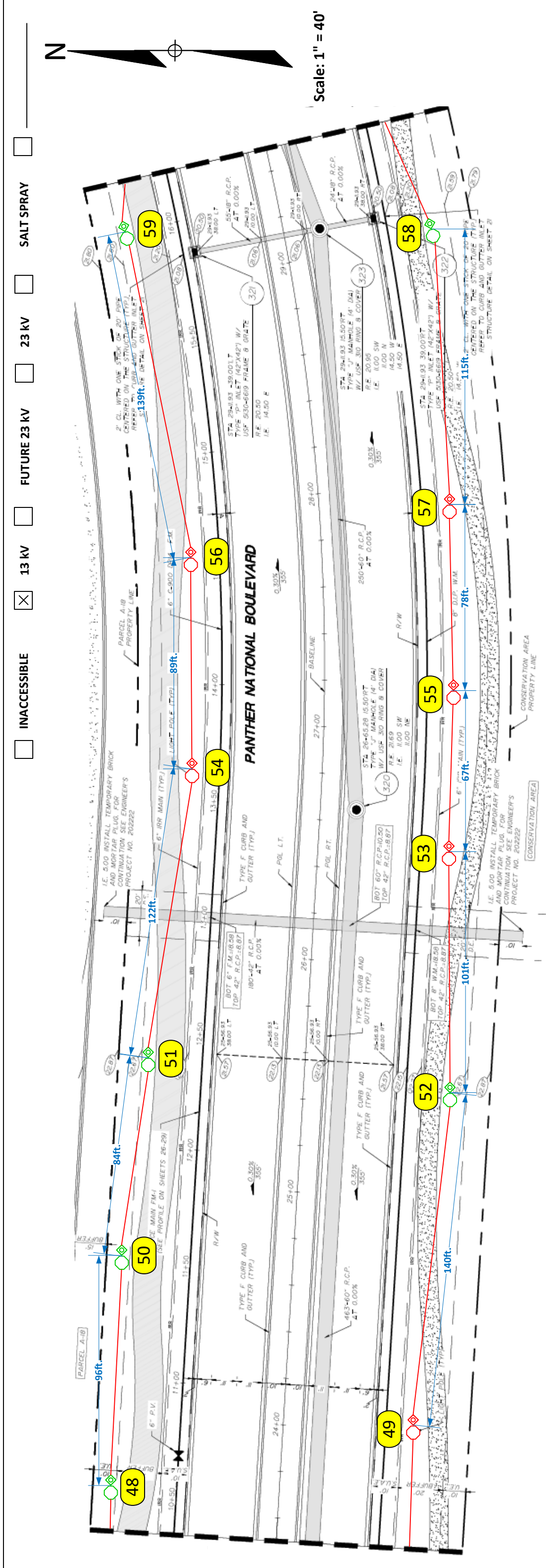
- Loc. 36-41 & 44-47: Install 1 LED Cooper Mesa 150W 4K on NEW 21' black tapered concrete pole.
- Loc. 42-43: Install 1 LED Cooper Mesa 75W 4K on NEW 14'6" black tapered concrete pole.
- Loc. D: Install 24" hand-hole.

*All lights in this page are being fed UG.

FPL contractor pulling 1/0 TPX UG cable with alternating legs and doing terminations at all locations.
Poles in this page to be installed in the R/W.
- Customer responsible for any restoration required. All hand-holes to be 24" unless noted.

FPL LED Rep: Diego Febres

AS-BUILT CREW PRINT										JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS										AS-BUILT COPY			
FOREMAN'S SIGNATURE					DATE					FOREMAN'S SIGNATURE					DATE					INITIALS		CERT. DATE	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					FPL					Avenir Spine Road Phase 5 105 new fixtures & 105 new poles V/O Panther National Blvd, Palm Beach Garden, FL 33412		Designed by: Thais Garcia Date: 05/23/23	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>													
PERMIT REQ'D		City X		County Rd.		County Air		State Road		FAA													
		WMD		RR Xing		DR. Dist.		Transm.															
Requested Tel. Co. Set Poles ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer ?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No. _____											
POLE LINE FEET		0'		DUCT BANK FT.		0'		TRENCH FT.		0'		Posted by: _____											
POLE LINE FT. ON TRANSM. POLES		0'		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Scale: N.T.S		St. Lt MAP No.		MAP#		Pri Map No.		XXXXXX		M/A		XX					
TLM/LDS MODEL No.		-		WR		XXXXXXX		SCALE:		N.T.S		St. Lt MAP No.		MAP#		Pri Map No.		XXXXXX					



Footage: 1,031 Ft.

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 49 & 53-57: Install 1 LED Cooper Mesa 150W 4K on NEW 21' black tapered concrete pole.

Loc. 48, 50-52 & 58-59: Install 1 LED Cooper Mesa 75W 4K on NEW 14'6" black tapered concrete pole.

*All lights in this page are being fed UG.

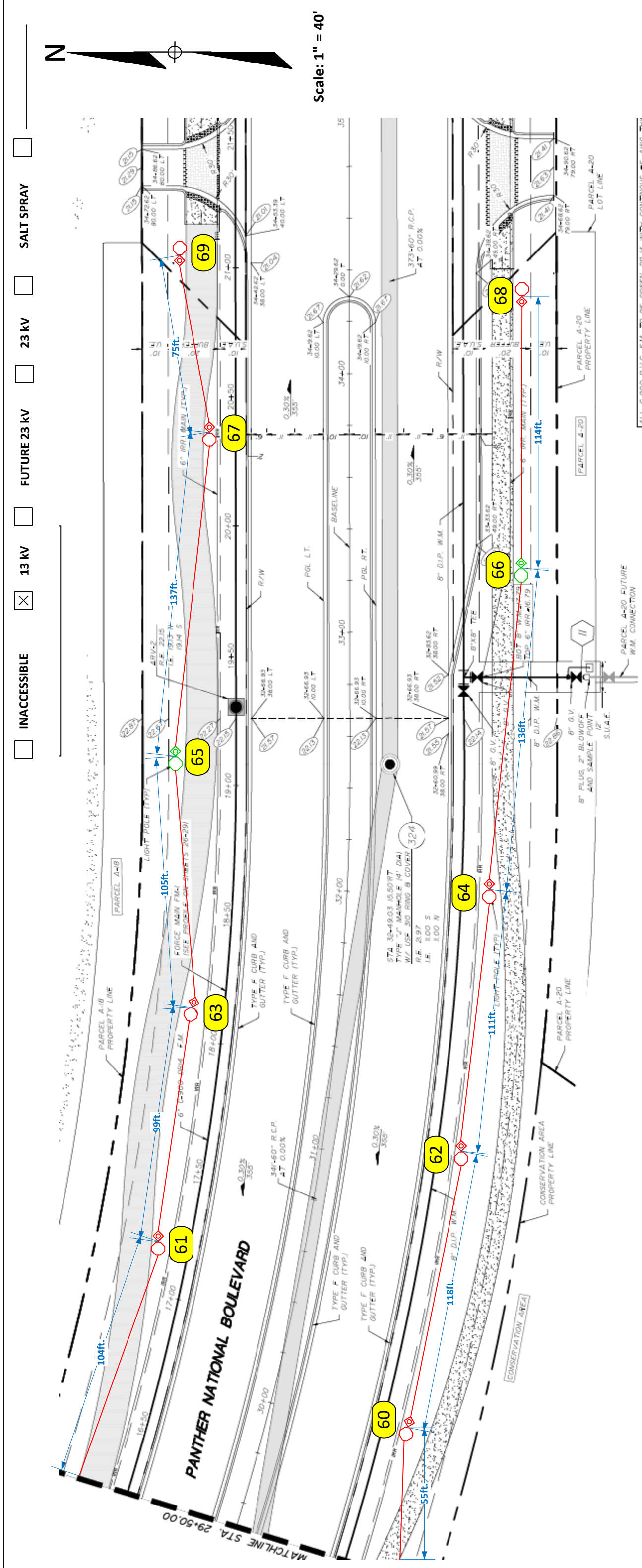
• FPL contractor pulling 1/0 TPX UG cable with alternating legs and doing terminations at all locations.

3 Poles in this page to be installed in the R/W.

4- Customer responsible for any restoration required. All hand-holes to be 24" unless noted.

FPL LED Rep: Diego Febres

AS-BUILT CREW PRINT										AS-BUILT COPY									
FOREMAN'S SIGNATURE _____										DATE _____									
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>										Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>									
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>										Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>									
City X										County Rd.									
WMD										RR Xing									
PERMIT REC'D										County Air									
										DR. Dist.									
										State Road									
										Transm.									
Requested Tel. Co. Set Poles ? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>										Tele. Attachment Per									
Requested Tel. Co. Transfer ? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>										Telephone Co. Job No. _____									
Request CAVT Transfer? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																			
POLE LINE FEET										DUCT BANK FT.									
POLE LINE FT. ON TRANSM. POLES										TRENCH FT.									
0'										0'									
TUM/LDS MODEL No.										Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by:									
-																			



Permit required with Palm Beach Gardens

Footage: 1,054 Ft.

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 60-64 & 67-69: Install 1 LED Cooper Mesa 150W 4K on NEW 21' black tapered concrete pole.

Loc. 65-66: Install 1 LED Cooper Mesa 75W 4K on NEW 14'6" black tapered concrete pole.

*All lights in this page are being fed UG.

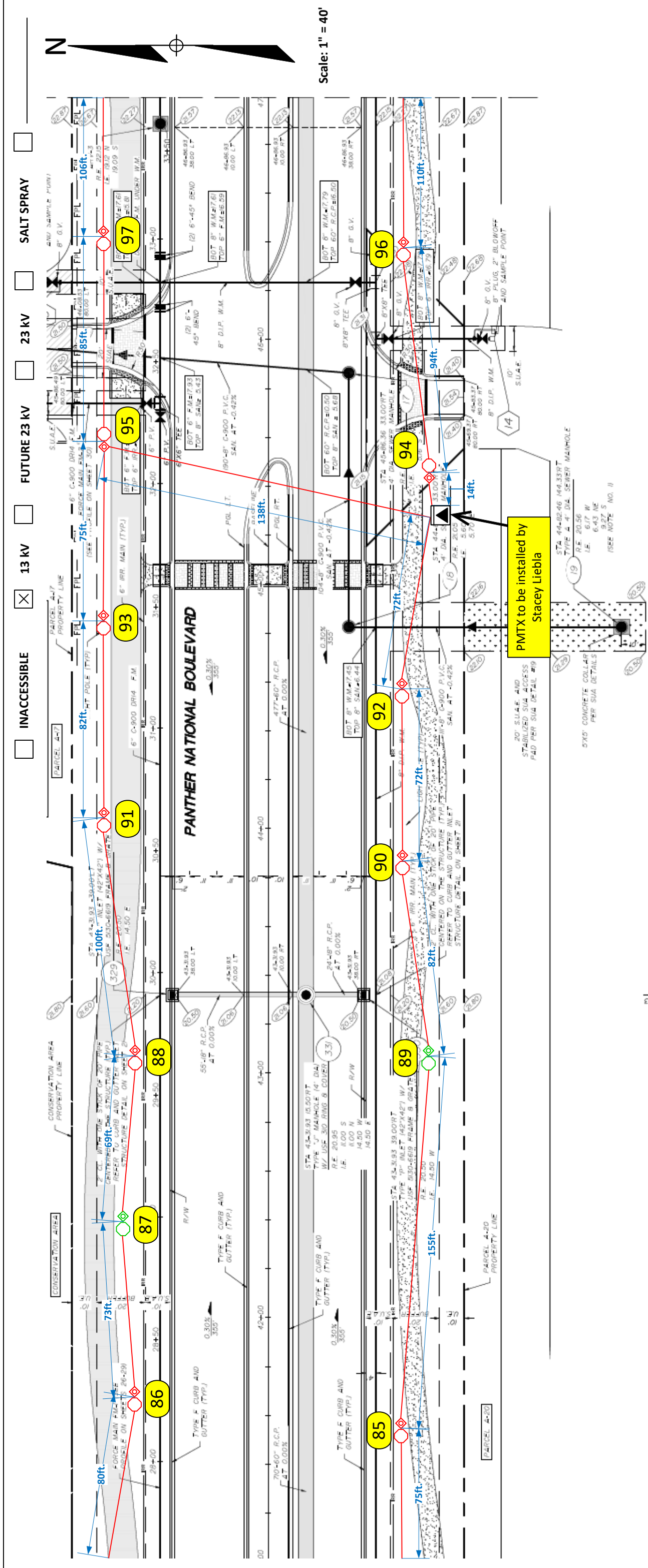
FFPL contractor pulling 1/0 TPX UG cable with alternating legs and doing terminations at all locations.

Poles in this page to be installed in the R/W.

- Customer responsible for any restoration required. All hand-holes to be 24" unless noted.

FPL LED Rep: Diego Febres

AS-BUILT CREW PRINT										AS-BUILT COPY									
FOREMAN'S SIGNATURE _____ DATE _____										JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON REDS									
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Survey/Stake? _____										SUPERVISOR'S SIGNATURE _____ DATE _____									
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Designer/Stake? _____										INITIALS _____ CERT. DATE _____									
City X County Rd. _____										Avenir Spine Road Phase 5									
WMD _____ RR Xing _____										105 new fixtures & 105 new poles									
Request Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>										V/O Panther National Blvd, Palm Beach Garden, FL 33412									
Request Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>										Designed by: Thais Garcia Date: 05/23/23									
Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>										Drawn by: TG Check by: _____ Dwg No. 7 OF 11									
POLE LINE FEET 0'										Rural Location Sec. xx TWP. xx S, RGE. xx E.									
DUCT BANK FT. 0'										SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. xxxxx									
TRENCH FT. 0'										WR xxxxxxxx									
POLE LINE FT. ON TRANSM. POLES 0'										YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: _____									
TWM/LDS MODEL No. -										Map Posting? _____									
										M/A									
										xx									



Footage: 1,482 Ft.

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 85-86, 88, 90-97: Install 1 LED Cooper Mesa 150W 4K on NEW 21' black tapered concrete pole.
Loc. 87 & 89: Install 1 LED Cooper Mesa 75W 4K on NEW 14'6" black tapered concrete pole.

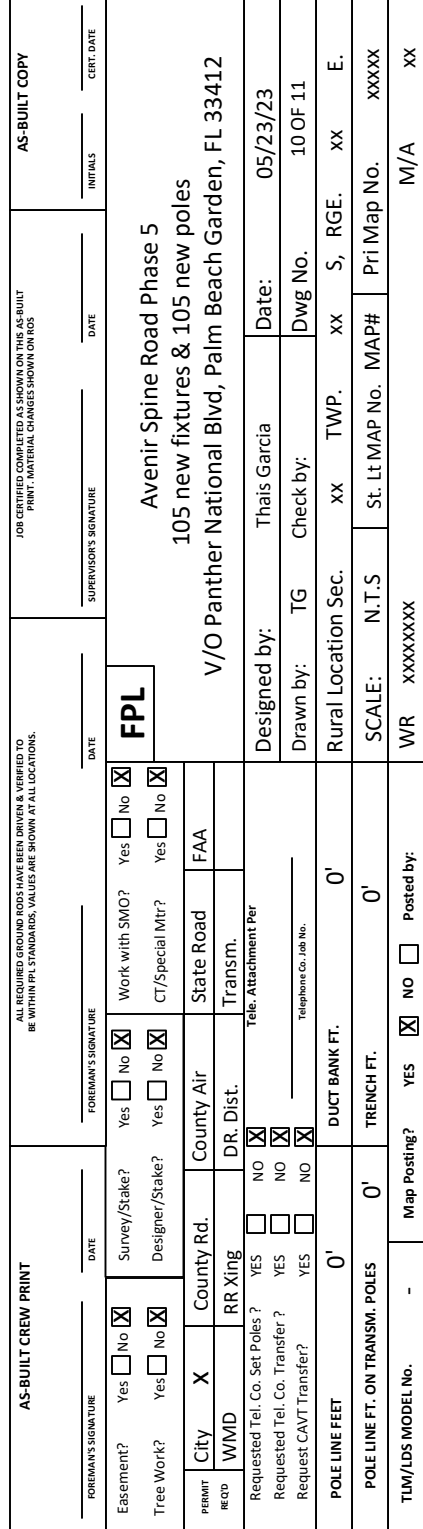
*All lights in this page are being fed UG.

FPL contractor pulling 1/0 TPX UG cable with alternating legs and doing terminations at all locations. Poles in this page to be installed in the R/W.

- Customer responsible for any restoration required. All hand-holes to be 24" unless noted.

FPL LED Rep: Diego Febres

AS-BUILT CREW PRINT										ALL REQUIRED GROUND FODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN PPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.										JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS										AS-BUILT COPY														
FORWARDER'S SIGNATURE					DATE					FORWARDER'S SIGNATURE					DATE					INITIALS					CERT. DATE																			
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					Survey/Stake? Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					FPL					Avenir Spine Road Phase 5 105 new fixtures & 105 new poles V/O Panther National Blvd, Palm Beach Garden, FL 33412																								
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>										CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																																		
PERMIT REC'D					City X					County Rd.					County Air																									State Road				
WMD					RR Xing					DR. Dist.					Transm.					Telle. Attachment Per					Designed by: Thais Garcia					Date: 05/23/23														
					Requested Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					Requested Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					Telephone Co. Job No. _____					Drawn by: TG					Check by: Dwg No. 9 OF 11														
POLE LINE FEET					0'					DUCT BANK FT.					0'					Rural Location Sec.					xx					TWP. xx					S, RGE. xx					E.				
POLE LINE FT. ON TRANSM. POLES					0'					TRENCH FT.					0'					SCALE: N.T.S					St. Lt MAP No. MAP#					Pri Map No.					xxxxxx									
TUM/LDS MODEL No.					-					Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					Posted by:					WR xxxxxxxx										M/A					xx									



Footage: 710 Ft.

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 99-101 & 103-105: Install 1 LED Cooper Mesa 150W 4K on NEW 21' black tapered concrete pole.

Loc. 98 & 102: Install 1 LED Cooper Mesa 75W 4K on NEW 14'6" black tapered concrete pole.

*All lights in this page are being fed UG.

FPL contractor pulling 1/0 TPX UG cable with alternating legs and doing terminations at all locations. Poles in this page to be installed in the R/W.

- Customer responsible for any restoration required. All hand-holes to be 24" unless noted.

FPL LED Rep: Diego Febres

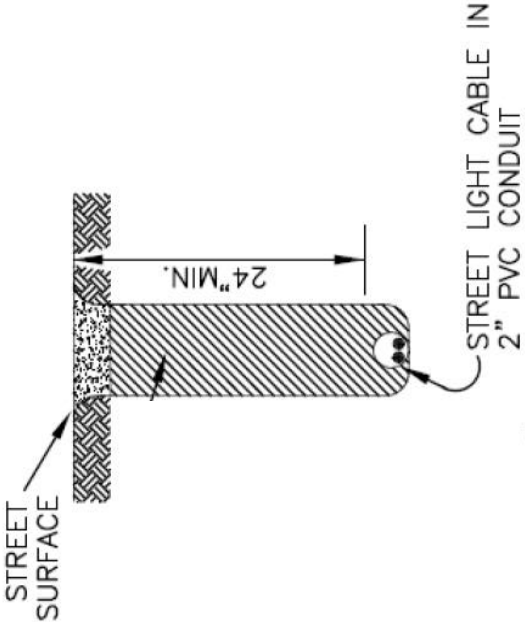
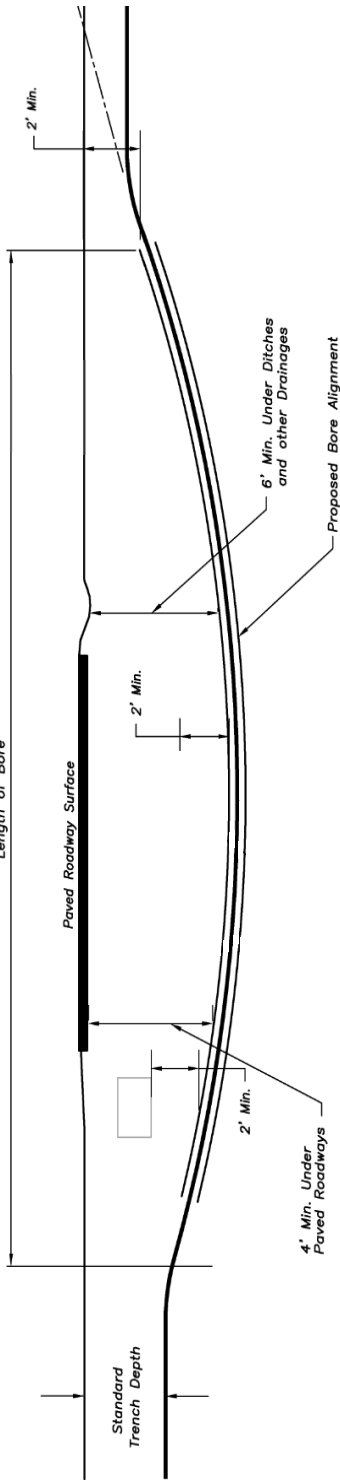
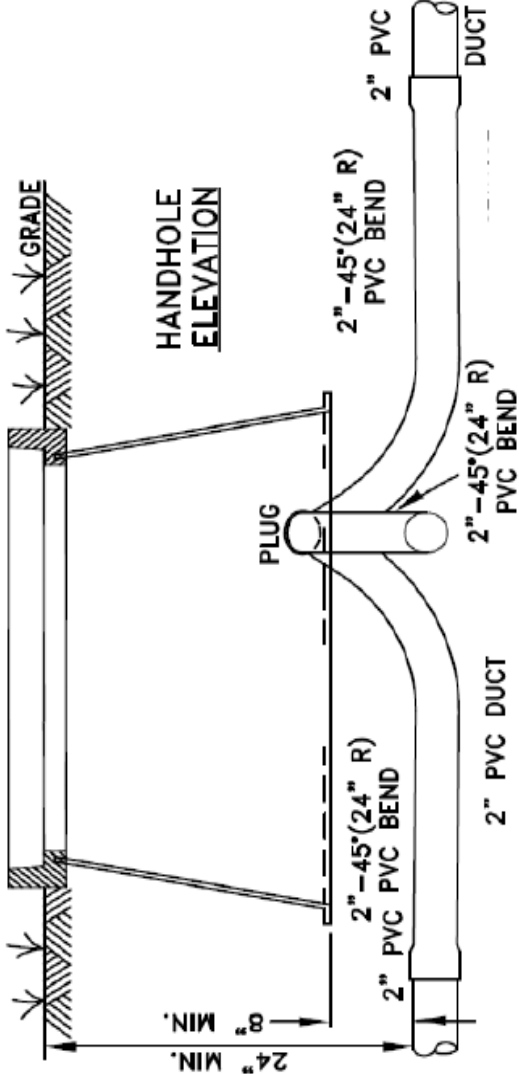
☐ INACCESSIBLE

☒ 13 kV

☐ FUTURE 23 kV

☐ 23 kV

☐ SALT SPRAY



AS-BUILT CREW PRINT		FOR CERTIFIED CREWS WHO HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN PFL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		FOR CERTIFIED CONTRACTORS SHOWN ON THE AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.		AS-BUILT COPY	
FOREMAN'S SIGNATURE		DATE		SUPERVISOR'S SIGNATURE		DATE	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		INITIALS	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CERT. DATE	
CITY X WMD		COUNTY RR Xing		STATE ROAD Transm.		FPL	
Requested Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		COUNTY AIR DR. Dist.		State Road Transm.		V/O Panther National Blvd, Palm Beach Garden, FL 33412	
Requested Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		RR Xing		Tele. Attachment Per		Designed by: Thais Garcia Date: 05/23/23	
Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		RR Xing		Telephone Co. Job No.		Drawn by: TG Check by: xx TWP. xx S, RGE. xx E.	
POLE LINE FEET 0'		DUCT BANK FT. 0'		TRENCH FT. 0'		Rural Location Sec. xx 11 OF 11	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		SCALE: N.T.S		St. Lt MAP No. MAP#	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by:		WR XXXXXXXX		PriMap No. xxxxx	

CONSTRUCTION CONTRACT
(Roadway Improvements)

BY THIS AGREEMENT (herein called the “General Conditions” or “Agreement”) made this _____ day of _____, 2022 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called “CDD”) whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **J.W. CHEATHAM, LLC**, a Florida limited liability company (herein called “Contractor”) whose address is 7396 Westport Place, West Palm Beach, FL 33413, agree as follows (each a “Party” and together “Parties”):

ARTICLE 1. GENERAL: Palm Beach County Board of County Commissioners (herein called “County”) owns the property known as **AVENIR SPINE ROAD PHASE 3 – ROAD WIDENING PROJECT** as described in **Exhibit “A”**. CDD, under County Permit, and Contractor wish to establish a general agreement of terms and conditions under which Contractor’s work will be conducted.

(a) Contractor shall obtain and furnish all supervision, labor, tools, equipment, permits and licenses necessary to construct the improvements to the project (the “Project”) as shown on **Exhibit “B”** (herein called “Work”). Contractor shall perform the Work in accordance with this contract and the general and special conditions, specifications, schedules, drawings, County permits and other items forming a part of the Contract as shown in **Exhibit “C”** (herein collectively called the “Plans and Specifications”), all of which are made a part hereof by reference.

(b) The scope of work herein above described is intended solely as a general outline for convenience in specifying the scope of the Work and does not eliminate or limit any requirement in this Contract or any items required for completion of the Project intended by this Contract or any items required for completion of the Project intended by this Contract. The intent of the Plans and Specifications is to provide the CDD with a complete, fully operable and functional Project in full compliance with all applicable local, city, county, state and national codes and regulations and the highest standards and practices of the construction industry. All labor and equipment required to fully comply with the requirements and intent of the Plans and Specifications are included under the scope of this Contract. Any request for extras which appears to be based either on the lack of specific details in the plans or specific reference in the specifications, will not be approved as an extra if in the sole opinion of BALLBÉ & ASSOCIATES, INC. (herein collectively called the “Engineer”) (or if in the opinion of another qualified representative designated by CDD), the work in question is a required item under the Plans and Specifications (which opinion shall be conclusive and binding on Contractor).

(c) This is a fixed price contract whereby Contractor agrees to perform Work specified herein in accordance with Plans and Specifications for a maximum price of **One Hundred and Seventy Two Thousand, Four Hundred Eighty Eight Dollars (\$172,488.00)** (herein called “Contract Price”) and in accordance with payment based on the schedule of values listed in **Exhibit “F”**. Contractor will commence Work after receiving written notice to proceed by CDD. Contract

CDD _____ Contractor _____

Price does not include the cost of the permits required to perform the Work. The cost of the surveying layout, record drawings and density testing required to certify the completion of the Work is included in the Contract Price.

ARTICLE 2. CONTRACTOR'S DUTIES: Contractor agrees to fully cooperate with CDD and Engineer to perform the Work in the most expeditious and economical manner consistent with the interest of the CDD. Contractor further agrees to (i) utilize the Contractor's best skill, efforts and judgment in furthering the interest of CDD, and (ii) furnish at all times an adequate supply of labor and equipment in order to complete the Work within the time required by the Contract. Contractor agrees to furnish and pay for all labor, hoists, equipment, tools, machinery, transportation, general field requirements, and other costs and expenses whatsoever, both direct and indirect, necessary to complete the Work in accordance with the Contract and Plans and Specifications, as the same may reasonably be amended, modified or interpreted from time to time by CDD and/or Engineer. Any and all costs and expenses incurred in completing the Work shall be paid by Contractor whether or not such items are actually incorporated or consumed in the construction of the Project and regardless of whether such items are temporary or permanent in nature.

ARTICLE 3. COMPLIANCE WITH LAWS, CODES AND RESTRICTIONS: Before commencing any Work, Contractor shall deliver a copy of its Contractor's license and an appropriate occupational license to CDD (which licenses must be kept active and in good standing at all times). Contractor agrees that all Work shall comply with (i) all applicable homeowner's or developer's covenants and declarations, (ii) all development, building, zoning, fire and safety codes, and (iii) all other ordinances, statutes, rules, regulations, environmental recommendations and laws affecting the Project, as the same may reasonably be amended, interpreted or enforced from time to time, all with no additional compensation payable to Contractor and as if originally specified in the Contract. Contractor represents and warrants to CDD that Contractor and all of its subcontractors, sub-subcontractors, materialmen, suppliers, laborers and others performing all or a portion of the Work (each, a "Lienor") are bound by the Plans and Specifications and other Contract documents as they relate to any portion of the Work performed by said Parties.

Any changes, additions or amendments to governing laws, ordinances, statutes, rules, regulations and covenants and declarations which become effective after the date this Contract is signed by the Contractor, which the Contractor could not reasonably foresee and which apply to the Work, and to the extent the Contractor incurs extra costs due to the changes, additions and amendments shall be grounds for the Contractor to receive additional compensation from the CDD.

ARTICLE 4. CONSTRUCTION MEANS AND TESTING: Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. If the inspection is by an authority other than CDD, Contractor will arrange for such inspections and promptly advise CDD of the date fixed for such inspection and any required certificates of inspection being secured. Any special or other (e.g. threshold) inspector engaged for the Project pursuant to any law, code, ordinance, rule or regulation shall be deemed an agent or representative of the governmental agency to which the inspector renders reports or certifications.

ARTICLE 5. SCOPE OF WORK: It is the intent of CDD and Contractor that the Plans and Specifications provide for the construction of completed and tested work by the Contractor,

CDD_____ Contractor_____

including all devices, materials or other work not shown in the Plans and Specifications by which are reasonably inferable therefrom and any and all incidental accessories necessary to make the Work complete and operable in all respects (even if not specified in the description of the Work, but necessary for proper installation and operation of the Work under the Plans and Specifications).

The Scope of Work is more specifically identified within **Exhibit “D”** attached hereto. The Scope of Work may be amended, modified, and/or expanded from time to time to accommodate the CDD’s expansion into additional areas of construction within the overall development site. Such additions, deletions, and/or modifications shall be made only through written Change Order(s) approved by the CDD and Contractor.

ARTICLE 6. MEASUREMENTS AND LINES: Before commencement of the Work, Contractor shall verify the measurements indicated on the Plans and Specifications. Contractor shall be responsible for the accuracy and proper correlation of the Work with control lines, monuments and data as established by survey by the CDD. All work shall be erected square, plumb, level, true to line and grade in the exact plane and to the correct elevation, or sloped to drain, as outlined in the Plans and Specifications, so as to provide a completed and fully functional set of Work elements. The Work shall adequately mesh, interface and correctly and fully operate, function and supplement the work of the other contractors of CDD, if any, in order to provide a complete and fully operable Project, all at no extra cost to CDD. If at any time, including during the performance of the Work, the Contractor observes that the Plans and Specifications are deficient in any respect, Contractor shall promptly notify the CDD in writing, and any necessary changes shall be accomplished by an appropriate modification.

ARTICLE 7. TITLE TO MATERIALS: All work furnished, fabricated or delivered to the Project and all materials, fixtures or equipment installed in the Project shall be free and clear of any claims, liens or encumbrances. Immediately upon performance of any part of the Work by Contractor under the Contract, title to all such Work shall vest in the CDD, and Contractor warrants such title shall be free of any claims, liens or encumbrances, except to the extent that payment for such Work is due under the Contract.

ARTICLE 8. SEPARATE CONTRACTORS: Contractor shall afford CDD and its separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect with and coordinate Contractor’s Work with the work of the CDD’s separate contractors (if any). Contractor shall fully cooperate with CDD’s separate contractors (if any). Contractor shall fully cooperate with CDD’s separate contractors in order to avoid delays and disputes in construction of the Project. Contractor shall not damage or endanger any work of CDD’s separate contractors by cutting, patching or otherwise altering such construction without the prior written consent of CDD and the separate contractor. Contractor shall not unreasonably withhold from the CDD or a separate contractor the Contractor’s consent to cutting or otherwise altering the Contractor’s Work. Any costs arising due to defective or improperly timed work shall be borne by the responsible Contractor and not CDD.

ARTICLE 9. CONSTRUCTION LIENS: Contractor shall ensure that no construction liens, or other encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by the Contractor or by any subcontractors, materialmen, laborers or other lienors (each, a “Lienor”) in connection with any Work, equipment or material for which CDD has made payment or

CDD_____ Contractor_____

for which payment is not yet due under the Contract. Contractor agrees to indemnify, defend and hold CDD and County harmless from and against all liens or other claims whatsoever filed by or against the CDD or the Project by any Lienor for work performed or materials or services furnished in connection with the Work for which Contractor has been paid or for which payment is not due at the time the lien is filed. In the event a claim of lien is filed against CDD's or County's property, Contractor shall cause the same to be satisfied within five (5) days following the date of filing, or in the alternative, shall cause the claim of lien to be transferred to bond.

ARTICLE 10. COMMENCEMENT AND COMPLETION OF WORK:

Contractor agrees to commence the Work immediately upon notification by CDD of the desired commencement date. Contractor agrees to coordinate the progress of the Work in accordance with the schedule developed by CDD as shown in **Exhibit "E"**. Contractor shall complete the Work within the time agreed in the CDD's schedule (or any amendment) and such completion date ("Completion Date") shall be specified by the CDD. At CDD's request, Contractor shall prepare a separate critical path matrix for the Work, establishing milestone dates for the completion of the Work in coordination with the schedule developed by the CDD. From and after the Commencement Date, Contractor shall diligently and continuously perform the Work. If CDD determines at any time that the Contractor is behind schedule in the progress of the Work, then, upon notice from the CDD, Contractor shall engage such additional workmen and work such weekend and overtime shifts as are necessary to bring the progress of the Contractor's Work into compliance with the schedule. All such costs and expenses for additional workmen and weekend and overtime shifts shall be at the expense of the Contractor.

ARTICLE 11. PROGRESS PAYMENT: CDD agrees to pay Contractor for the performance of the work the Contract Price specified herein, subject to adjustments and offsets provided herein, in monthly payments ("Progress Payments") during the progress of the Work. Contractor may apply for Progress Payments by submitting an executed request for payment ("Payment Request") based upon the stage of the Work completed and installed through the date of the Payment Request. If any stage of the Work requires testing or special approvals, Contractor may only make application for payment after that portion of the Work has been tested and approved. Payment Requests shall show (i) the value of all labor and materials incorporated into the Work through the end of the preceding billing period (based on the approved schedule of values), (ii) the ten percent (10%) retainage to be withheld by CDD from that Progress Payment, (iii) the cumulative retainage withheld by CDD through the date of the preceding billing period, (iv) all prior Progress Payments made, and (v) the net amounts for each item of the Work requested by the Contractor for that Payment Request. Contractor may only request payment for installed and fully completed work and not partially completed Work or portions thereof shall be payable even if such Work is expected to be completed prior to the time payment for that application is due. Payment Requests shall not include the cost of stored materials or materials delivered to the site which have not yet been installed, unless preapproved in writing by CDD and its insurance carrier. CDD is only responsible for installed materials; Contractor shall be solely liable for any loss or damage to stored materials or equipment (whether stored on-site or off-site), unless otherwise specifically agreed to by CDD in writing.

Payment Requests shall be delivered no later than the 25th day of each month in which Contractor requests a payment. Contractor shall not submit Payment Requests more frequently than once per

CDD_____ Contractor_____

month. CDD shall have a period of fifteen (15) days after receipt of a proper Payment Request in which to pay Contractor for any sums then due, provided that during this fifteen (15) day period CDD and Engineer have approved the request. CDD may retain ten percent (10%) of each Progress Payment. No Progress Payment (including the Final Payment) made under a Contract shall be construed as CDD's acceptance of defective or improper Work nor construed as a waiver of Contractor's obligation to perform the Work in compliance with the Contract. Contractor shall deliver the proof of insurance required pursuant to the Contract upon execution thereof.

ARTICLE 12. FINAL PAYMENT: Upon final completion of the Work and written acceptance of the Work by CDD and the Engineer, permitting agencies with jurisdiction on the Work, and the issuance of all necessary governmental approvals, licenses, operating permits or other applicable approvals for the Work, Contractor shall be entitled to apply for the final payment ("Final Payment") of all remaining sums due to Contractor under Contract, including any retainage not previously disbursed. As a further condition precedent to receiving the Final Payment, Contractor shall (i) furnish to CDD a final contractor's affidavit verifying that the Work has been completed in accordance with the Contract and that all Lienors performing any portion of the Work have been paid in full, accompanied by a final lien waiver and releases of lien duly executed by Contractor and each Lienor performing any portion of the Work or having filed a Notice to CDD, all in a form prescribed by CDD, and containing such terms and provisions as CDD deems necessary or desirable in its sole discretion to ensure lien-free completion of the Work, (ii) deliver to CDD all warranties required by the Contract or the Plans and Specifications, and (iii) provide CDD, at Contractor's expense, with accurate and complete "as-built" drawings, soil testing results, and other information which CDD deems necessary or desirable to document completion of the Work (including any and all changes made in the field). Contractor's acceptance of the Final Payment shall constitute a waiver by Contractor of all claims against CDD which are unsettled at the time of the making of the Final Payment. CDD shall have thirty (30) days to make the Final Payment after all conditions precedent to Final Payment are fulfilled. Contractor waives all rights to require early disbursement of retainage under the Florida Construction Prompt Payment Law. Payments due and unpaid to Contractor shall bear interest until paid at the "Prime Rate" published from time to time in the Wall Street Journal.

ARTICLE 13. CDD'S RIGHT TO WITHHOLD PAYMENTS: Progress Payments may be withheld on account of (i) defective work not remedied, (ii) liens filed or threatened against the Project with respect to the Work, (iii) failure of the Contractor to make payments properly to any Lienors, (iv) failure of the Contractor to properly submit complete, detailed and verified Payment Requests on such form and content as CDD may reasonably require, (v) failure to submit all required lien waivers and releases, (vi) reasonable evidence that the Work or any portion thereof cannot be completed on or before the Completion Date, (vii) failure of Contractor to otherwise carry out the Work in accordance with the Contract or the schedule, or (viii) failure of Engineer to approve a request. If CDD withholds payment of any amounts because of a bonafide dispute with Contractor as to whether or not such payment is due or as to the amount thereof, Contractor shall remain obligated to diligently pursue and complete the Work regardless of any such dispute and Contractor shall not delay the Work by reason of the CDD's failure to make such payment.

ARTICLE 14. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of CDD or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to

CDD_____ Contractor_____

contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or the completion of the Work. Any sales tax exemptions obtained by CDD shall be credited to CDD for Work performed under the Contract.

ARTICLE 15. SHOP DRAWINGS OR OTHER SUBMITTALS: Contractor shall submit to CDD, upon request, complete shop drawings, catalog cuts, samples and/or other information as required by the Plans and Specifications. Contractor must obtain CDD's written approval for any deviation of such shop drawings or samples from the requirements of the Contract and the Plans and Specifications. CDD's review and approval of any and all shop drawings, catalog cuts, samples or other submittals shall be for the sole purpose of providing Contractor with information as to the CDD's objectives and goals with respect to the Work and not for the purpose of determining the adequacy, accuracy or completeness of such items and shall in no way create any liability on the part of CDD for errors, inconsistencies or omissions in any approved items nor shall any such review or approval alter or diminish Contractor's responsibilities. Contractor's submission of any such items shall constitute Contractor's representation that Contractor has determined and coordinated all dimensions, measurements and qualities with existing Work or data submitted by others and with the Plans and Specifications. Once submitted, all such items shall become the property of the CDD.

ARTICLE 16. CHANGES IN THE WORK: CDD may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by CDD in order to be binding on CDD. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by CDD shall be subject to all of the terms of the Contract. CDD shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by CDD and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. CDD may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Exhibit "F") with no additional fees or costs.

ARTICLE 17. DELAYS: If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work by CDD, fire, adverse weather conditions which can not reasonably be anticipated (normal rain delays already being contemplated in determining the Completion Date), unavoidable casualty or similar causes beyond the Contractor's control, then the Completion Date shall be extended by Change Orders for such reasonable time as the CDD may determine. Any claim by Contractor for an extension of the Completion Date shall be made in writing to the CDD not more than two (2) working days after the commencement of the delay, otherwise the claim for extension shall be waived. In the case of a continuing delay only one claim is necessary. Contractor shall identify with specificity the cause of the delay and shall provide an

CDD_____ Contractor_____

estimate of the probable effect of such delay on the progress of the Work. Any claim for delay by the Contractor shall only serve to extend the Completion Date and shall not entitle the Contractor any increase in the Contract Price, except as specified in Article 10 above.

ARTICLE 18. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall, at Contractor's expense, defend, indemnify, save and hold harmless CDD, its respective members, partners, parents, affiliates, officers, directors, agents, and employees, CDD's successors or assigns, and any of their respective members, partners, parents, affiliates, officers, directors, agents, and employees as well as any other person or entity acting for or on behalf of any of them and any other person or entity that CDD is required to contractually indemnify or name as an additional insured, from and against all liability, damage, loss, claims, bodily injury, property damage, personal and advertising injury, and expenses, including but not limited to attorneys' fees, costs, court costs and disbursements, arising out of or alleged to arise out of the Work, including, without limitation, Contractor's work, work performed on Contractor's behalf, or the performance of such work by Contractor or on its behalf, and including, without limitation, any construction lien disputes related to the Work, any patent infringements, any injuries to persons or property (including death or illness) arising from or related to the Work (regardless of whether partially contributed to by CDD's or County's acts or negligence), any expenses or liability incurred under unemployment compensation or worker's compensation laws or social security laws in connection with employees of Contractor, or otherwise arising from or related to any Work or Contractor's obligations under this Agreement. Attorneys' fees, costs, court costs and disbursements shall be defined to include those fees, costs, court costs and disbursements incurred in defending the underlying claim and those fees, costs, court costs and disbursements incurred in connection with the enforcement of this Agreement.

In any claims against any person or entity indemnified under this Section by an employee of the Contractor or the Contractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor's indemnity obligation pursuant to this Section shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any Party or person described in this Section.

Contractor's assumption of liability is independent from, and not limited in any manner by, Contractor's insurance coverage obtained pursuant to this Agreement or otherwise.

Contractor acknowledges CDD's full compliance with Section 725.06, Florida Statutes under all Contract documents.

ARTICLE 19. INSURANCE:

Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified

CDD_____ Contractor_____

below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than \$2,000,000 for bodily injury and property damage.
2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than \$2,000,000 each accident/\$2,000,000 disease-each employee/\$2,000,000 disease-policy limit.
3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.
4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than \$5,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than \$1 million.
5. Each policy required under this Section, except the workers' compensation policy, shall name CDD its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity CDD is required to indemnify or to name as an additional insured including any successors and assigns of CDD (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20 10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

CDD_____ Contractor_____

Contractor shall also comply with the insurance requirements detailed in the County permit.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

6. All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.
7. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to CDD and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
8. Prior to commencing work, Contractor shall provide CDD with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the CDD. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of CDD's rights under this Agreement. Upon request, the Contractor shall furnish CDD with copies of all additional insured endorsements.
9. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by CDD. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.
10. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.
11. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, CDD shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the CDD, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or CDD shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.

CDD_____ Contractor_____

12. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the CDD or any other person or entity CDD is required to name as an additional insured, the Contractor will, upon demand by the CDD, defend and indemnify the CDD and/or any other person or entity CDD is required to name as an additional insured at the Contractor's expense.

ARTICLE 20. WARRANTY OF WORK AND INDEMNITY: In consideration of the Contract Price the Contractor hereby provides a warranty for the Work for a period of one year after final acceptance by CDD, Engineer and County as follows: such warranty includes, without limitation, all statutory warranties which may run from CDD to the ultimate purchaser within the Project and additionally includes an implied warranty of merchantability and fitness for a particular purpose; Contractor warrants the Work will function for the purpose it was designed or intended; Contractor warrants that it will make repairs to the Work in a timely fashion and at its sole expense; Contractor warrants that all labor, material, equipment and supplies furnished and the Work completed pursuant to the Contract will be new, of the highest quality, free from faults and defects and in conformance with the Contract; Contractor warrants that the Work will be free from any contamination by hazardous waste or other hazardous or toxic materials of any kind, including, without limitation, asbestos, PCB's and other toxic or hazardous chemicals or materials; Contractor warrants that in case of emergencies, Contractor, within twenty-four (24) hours of notice (verbal or written), shall diligently and continuously pursue any necessary repairs or replacements of defects until corrected and will restore the Work to the condition required by the Contract; Contractor shall restore both surface and subsurface, both collateral and primary, conditions disturbed during warranty work to their prior state; Contractor agrees that if Contractor, upon five (5) days notice by CDD fails to diligently pursue correction of any deficiency in a continuous and expeditious manner until completion, CDD may, in its sole discretion, act to have such deficiencies corrected at Contractor's expense and such efforts by CDD shall not invalidate any conditions of the Contract or invalidate the on-going warranty obligations of Contractor; Contractor shall indemnify and hold harmless CDD from any claims, loss damage or expense due to defects in the Work; and, if Contractor can in a definite and ascertainable method demonstrate that a deficiency was caused by an adverse and abusive action of CDD, then Contractor shall still be obligated to correct the deficiency, but shall be entitled to fair compensation for its direct cost of repairs thus made; and Contractor's warranty obligations hereunder shall survive completion of the Work and any termination of the Contract and are incorporated into Contractor's final contractor's affidavit for the Work by reference herein.

ARTICLE 21. STANDARDS OF WORKMANSHIP: The Work shall meet the requirements of the Plans and Specifications and the standards generally accepted by the local construction industry.

ARTICLE 22. LABOR DISPUTES: In the event of any labor dispute, regardless of whether or not Contractor caused and/or is directly involved therewith, and regardless of the reason for the labor dispute, Contractor agrees to perform the Work as scheduled. Any such labor dispute shall not be deemed an excuse by Contractor for failure to perform. As used herein, labor dispute shall be deemed to include any strike or refusal to cross any picket line by any laborer or any other person regardless of the person, company or employee to whom such action is directed. Labor disputes shall also include any stoppage, abandonment, interference or any interruption of the Work by any person, labor organization, company or others.

CDD_____ Contractor_____

ARTICLE 23. DEFAULT AND TERMINATION: Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between CDD and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from CDD, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of CDD. At any time after the occurrence of an Event of Default, CDD shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the CDD may deem expedient, without terminating the Contract, and deduct or offset the cost thereof (including compensation for CDD's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between CDD and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to CDD upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events CDD shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants CDD a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

ARTICLE 24. SUSPENSION OF THE WORK: The CDD may from time to time, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the CDD may determine. Except as provided below, such delays shall only serve to extend the Completion Date on a day-to-day basis and shall not entitle the Contractor to any increase in the Contract Price or reimbursement for any expenses, except as specified in Article 10 above. If such suspension, delay or interruption is for a period exceeding ninety (90) continuous days and, once the Work is resumed, Contractor uses its best and diligent efforts to bring the progress of the Work into compliance with the schedule but, nonetheless, completion of Contractor's Work is delayed more than one hundred twenty (120) days beyond the Completion Date, then an adjustment shall be made in the Contract Price for actual increases in the hard costs of the work, if any, directly caused by the CDD's suspension, delay or interruption; provided, however, that no adjustment shall be made to the extent that the Contractor's performance of the Work is, was or would have been so suspended, delayed or interrupted by another cause for which the CDD is not responsible.

ARTICLE 25. CLEAN-UP AND PRESERVATION: Contractor agrees to remove from the Project, as often as directed by CDD, all rubbish, debris and surplus material which may accumulate from the prosecution of the Work. Contractor agrees to maintain the construction site in a clean, professional and orderly fashion. Contractor, at its expense, agrees to remain responsible for the preservation and protection of the Work during any work stoppages or delays and further agrees to protect the Work from deterioration and/or damage until such time as the Work is accepted in writing

CDD _____ Contractor _____

by CDD and the Final Payment is made. CDD's acceptance of the Work shall not constitute a waiver of any claims for defective or non-complying Work.

ARTICLE 26. **SAFETY AND USE OF SITE:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Contractor, at Contractor's expense, shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (i) all employees performing the Work and other persons who may be affected thereby, (ii) all of the Work and all materials and equipment to be incorporated therein, and (iii) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, Occupational, Safety and Health Administration OSHA guidelines and orders of any public authority relating to the safety of persons and properties and their protection from damage, injury or loss. Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The areas of the Project which may be used by Contractor are limited and shall be approved by CDD and any authority having jurisdiction over the site before Contractor commences the Work. CDD shall have the right to reasonably change the location of such areas from time to time upon notice to Contractor. Contractor shall use its best efforts to ensure at all times that any and all conservation areas or nature preserve areas located in or adjacent to the Project are not entered or disturbed, except when authorized by CDD in writing and that all vehicles (whether Contractor's, or any others performing the Work) are to be parked, and all equipment and materials are kept, at all times, on site and that adequate security shall be provided for the job site to protect against trespassing, theft, vandalism, breakage and damage.

ARTICLE 27. **CONDUCT OF WORKMEN:** Contractor shall be responsible for the proper behavior and conduct of all persons performing the Work and shall be responsible for removing from the job site any workmen whose behavior is disruptive to the orderly progress of the Work. No alcoholic beverages of any kind are to be consumed on the job site and no habit forming or illegal drugs are to be brought on the job site or used by any workmen. No radios or drugs are to be brought on the job site or used by any workmen. No radios or other sound-producing devices shall be used in a manner which annoys or disturbs other performing work. Any workmen found to have violated said regulations shall be immediately replaced by Contractor. Any breach of this paragraph will be grounds for immediate termination of the Contractor. All workmen shall be dressed in proper attire.

ARTICLE 28. **NOTICES:** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To CDD: **AVENIR COMMUNITY DEVELOPMENT DISTRICT**
2501A Burns Road
Palm Beach Gardens, FL 33410
Att: Jason Pierman, District Manager

With Copy To: **BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**
515 East Las Olas Boulevard, 6th Floor

CDD_____ Contractor_____

Ft. Lauderdale FL 33301
Att: Dennis E, Lyles, Esq., District Attorney

To Contractor: **J.W. CHEATHAM, LLC**
7396 Westport Place
West Palm Beach, FL 33413
Att: Tom, Uhrig, President

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

ARTICLE 29. **ARBITRATION:** All claims or disputes between CDD and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

ARTICLE 30. **MISCELLANEOUS:**

(a) Time is of the essence for all Contractor's obligations under the Contract.

(b) Contractor shall not pledge, transfer, encumber or assign its rights under the Contract or any part thereof or interest therein.

(c) Only the CDD or its assignee and/or assignees, the Contractor and any indemnified Parties described in the Contract shall be entitled to the benefits of the Contract, and no other Party shall be deemed a third-party beneficiary under the Contract nor be entitled to enforce the terms of the Contract.

CDD_____ Contractor_____

(d) In the event any term or provision of the Contract is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of the Contract shall be construed to be in full force and effect. The Contract shall be governed and construed in accordance with the laws of the State of Florida and the Contractor submits to the jurisdiction of the state and federal courts in and for the County in which the project is located and waives any claim that the same is an inconvenient forum.

(e) The Contract contains the entire agreement and understanding between CDD and Contractor and there are no representations, warranties or agreements other than those contained in the Contract. All negotiations and agreements, oral or written, relating to the Work prior to the date of the Contract are superseded and replaced by the terms of the Contract. Any additions, modifications or changes to the Contract must be in writing and signed by the Party against whom enforcement is sought.

(f) No provision of the Contract shall be deemed to have waived by CDD, either expressly, impliedly or by course of conduct, unless such waiver is in writing and signed by CDD, which waiver shall apply only to the matter described in the writing and not to any subsequent rights of CDD.

(g) The prevailing Party in any litigation arising under the Contract shall be entitled to reimbursement of all attorneys' fees and costs incurred at all trial and appellate levels, including any bankruptcy proceedings.

(h) The Contract may not be recorded in the Public Records and any such recording by Contractor shall be deemed a material default. In interpreting the Contract, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded. The Contract shall not be more strictly construed against either Party hereto.

(i) All indemnities, representations, warranties and waivers made by Contractor in favor of CDD, its agents, employees, successors or assigns, shall survive completion of the Work, the making of the Final Payment and any cancellation or termination of the Contract.

(j) All of the exhibits attached to these General Conditions are incorporated in and made a part of the Contract.

(k) This Contract is freely assignable by CDD, in whole and in part.

ARTICLE 31. PAYMENT AND PERFORMANCE BOND: The Contractor acknowledges and agrees that the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the CDD thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable. Accordingly, the Contractor shall secure a Section 255.05 Florida Statutes, Payment and

CDD_____ Contractor_____

Performance Bond (“Performance Bond”) in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05 Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

ARTICLE 32. CONTRACTOR’S INVESTIGATIONS AND
REPRESENTATIONS:

(a) Contractor represents that it is fully qualified and licensed to perform this Contract, and acknowledges that, prior to the execution of this Contract, it has (A) by its own independent investigation ascertained (i) the work required by this Contract, (ii) the conditions involved in performing the work, and (iii) the obligations of this Contract and the Contract Documents; (B) verified all information furnished by CDD & CDD’s Engineer included by not limited to plans, specifications, soil test, environmental and archeological audits satisfying itself as to the correctness, implications and accuracy of that information. Any failure by Contractor to independently investigate and become fully informed will not relieve Contractor from its responsibilities hereunder.

(b) Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and furnishing of the Work;

(c) Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) Contractor has performed a detailed quantity estimate for the proposed Work, and used same as the basis for the price of this contract. Contractor understands that the quantities shown on Engineer’s estimate will solely be used for the comparison and evaluation of all bids received.

(e) Site Requirements. Contractor shall furnish a detailed written statement specifying the particulars of Job Site if any is not in proper condition to receive the Work, prior to commencement

(f) Violations. Contractor shall notify CDD in writing of any conflicts or errors contained in the Plans and Specifications. Unless Contractor notifies CDD in writing of any such conflicts or errors before beginning the Work, Contractor may not be entitled to a price adjustment or extension.

(g) Information. Contractor shall deliver to CDD a detailed request for such additional information for the proper coordination, scheduling, and planning of Contractor’s Work as Contractor may require. No extension of time will be allowed Contractor for lack of information unless such request has been made in writing to CDD and CDD has failed to furnish the information requested within a reasonable period of time.

CDD_____ Contractor_____

(h) Contractor acknowledges that the Work required by this Contract must be coordinated by CDD with work and materials to be performed by other contractors and Contractor, prior to commencing the Work, will familiarize itself with the method of construction and work sequence that CDD intends to use.

(i) Contractor shall, at all times, furnish CDD with such information as CDD requires for the proper scheduling, coordination and performance of the Work and will follow CDD's instructions in planning Contractor's Work and coordinating it with that to be performed by other contractors.

(j) Contractor shall not delay or otherwise interfere with CDD or any other Contractors.

(k) Contractor will attend all regularly scheduled construction meetings as determined by CDD and/or Engineer.

ARTICLE 33. SCRUTINIZED COMPANY CERTIFICATION: Contractor hereby swears or affirms 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 and further affirms 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.

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

ARTICLE 34. PUBLIC RECORDS

CDD_____ Contractor_____

- A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
 2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
 4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (305) 777-0761
EMAIL: fware@sdsinc.org**

CDD_____ Contractor_____

ARTICLE 35. **E-VERIFY:** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions of Article 23 above, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

ARTICLE 36. **SOVEREIGN IMMUNITY:** The Contractor acknowledges that the Avenir Community Development District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes. Contractor acknowledges that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statute, and is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any parts, or assignee thereof, to which sovereign immunity may be applicable.

CDD_____ Contractor_____

CDD_____ Contractor_____

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

AVENIR COMMUNITY

DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

Print
Name: _____

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

Print
Name: _____

Dated: _____

WITNESSES:

J.W. CHEATHAM, LLC, a Florida limited liability company

Print
Name: _____

By: _____
Name: Tom Uhrig
Title: President

Print
Name: _____

Dated: _____

EXHIBIT "A"

"PROJECT DESCRIPTION"

Project consists of widening Coconut Boulevard from Northlake Boulevard, north up to the existing roundabout to accommodate an extra southbound lane, in the City of Palm Gardens, Palm Beach County, Florida.

EXHIBIT "B"

"WORK DESCRIPTION"

Construction of additional southbound lane, modify left and right turn lanes, update existing drainage system, demolition of curb, sidewalk, asphalt path as required to widen road. Installation of Seacoast Utility Authority conduit. Pavement markings and signage.

EXHIBIT “C”

“PLANS AND SPECIFICATIONS”

1. Avenir Spine Road – Phase 3 Roadway Plans prepared by Ballbe & Associates, Inc., dated 12/07/2023, refer to link below.

<https://www.dropbox.com/scl/fi/8qif9i4ftagn59jn6t6hg/Spine-Road-Phase-3-Roadway-Widening-Plans.pdf?rlkey=ba5h9sxga1es1o8alqp4guka0&dl=0>

2. Avenir Spine Road – Phase 3 Pavement Markings and Signage Plans prepared by Ballbe & Associates, Inc., dated 12/07/2023, refer to link below.

<https://www.dropbox.com/scl/fi/mxsozpy15xspzg3sih3kb/Spine-Road-Phase-3-PMS-Road-Widening-Plans.pdf?rlkey=6z1os5i37vptb61kmbiu3cvnq&dl=0>

EXHIBIT "D"

"SCOPE OF WORK"

Construction and completion in every detail of the work described in the Exhibit B. Furnish all labor, Materials, Equipment, tools, transportation and supplies required to complete the Work in accordance with the Contract Documents.

All the Work involved in this project shall conform to the construction Plans and Specifications and shall be completed in a workmanlike manner.

EXHIBIT “E”

“CONSTRUCTION SCHEDULE”

Upon issuance of the required construction permits and a Notice to Proceed by CDD, Contractor agrees to perform the work and receive substantial completion within 60 days.

EXHIBIT “F”

“SCHEDULE OF VALUES”

(See Attached)



**Road Building &
Earthmoving Contractors**

January 19, 2024

Avenir Development LLC
c/o Ballbe and Associates, Inc.
2727 NE 30th Place
Ft. Lauderdale, FL 33306

Attn: Tanya McConnell, P.E.
Senior Development Manager

Re: Avenir Spine Road – Phase 3
Revision 1

Dear Ms. McConnell:

As per your request I submit the attached revised proposal for the above referenced project.

Qualifications to this proposal are as follows:

1. Engineering is not included.
2. Permits are not included.
3. Permanent striping is not included.
4. Signage is not included.
5. Irrigation removal or replacement is not included.
6. Landscape removal or replacement is not included.
7. Utility relocation or adjustments are not included.
8. Price is based on road closed conditions.
9. Price is based on performing work while mobilized onsite for intersections.

Please call me with any questions.

Sincerely,
J.W. Cheatham, LLC

Michael Wonnell
Project Manager

7396 Westport Place West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348

Avenir Spine Rd Ph-3, Revision No. 1

Item	Quantity	Unit	Unit Cost	Total Cost
Mobilization (Survey, Testing, Bond)	1	LS	\$ 22,850.00	\$ 22,850.00
Silt Fence	1000	LF	\$ 2.00	\$ 2,000.00
Clearing	1	LS	\$ 12,800.00	\$ 12,800.00
Excavation & Grading	1	LS	\$ 19,500.00	\$ 19,500.00
Compacted Subgrade	1540	SY	\$ 3.00	\$ 4,620.00
Double Baserock (14")	900	SY	\$ 30.00	\$ 27,000.00
1" SP-9.5 Asphalt (1st lift)	56	TN	\$ 140.00	\$ 7,840.00
4" FDOT Baserock	270	SY	\$ 22.00	\$ 5,940.00
1" SP-9.5 Asphalt	16	TN	\$ 140.00	\$ 2,240.00
4" Concrete Sidewalk	115	SY	\$ 50.00	\$ 5,750.00
F Curb	520	LF	\$ 22.50	\$ 11,700.00
Traffic Separator 4'	285	LF	\$ 60.00	\$ 17,100.00
Temporary Paint Striping	1	LS	\$ 5,000.00	\$ 5,000.00
Type C Inlet	1	EA	\$ 9,350.00	\$ 9,350.00
18" RCP	12	LF	\$ 108.00	\$ 1,296.00
Connect to Existing Inlet	1	EA	\$ 4,990.00	\$ 4,990.00
Convert Existing inlet to Manhole	1	EA	\$ 2,310.00	\$ 2,310.00
2-2" Orange SUA Conduits with wire	330	LF	\$ 22.00	\$ 7,260.00
24"x36"x24" Pull Box	2	EA	\$ 1,471.00	\$ 2,942.00
			Total	\$ 172,488.00

Additional Time Requested

21 Calendar Days

ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

Date: January 15th, 2024

Between: **Avenir Community Development District** Via E-Mail: jpierman@sdsinc.org
 Attn: Jason Pierman, District Manager mmato@waterstonebuilders.com
 2501A Burns Road dlopez@waterstonebuilders.com
 Palm Beach Gardens, Florida 33410 vc@landstardevelopment.com

And: Randall E. Stofft Architects, P.A. | 42 N. Swinton Avenue | Delray Beach, FL 33444
 *(Hereinafter referred to as **ARCHITECT**)*

Re: Design Panther National Parkway Entry Feature located at the intersection of Northlake Blvd. & Panther National Parkway, Palm Beach Gardens, Florida.

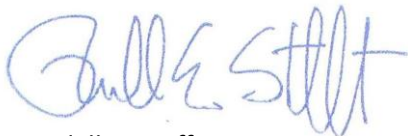
Dear Mr. Pierman,

Thank you for considering Randall Stofft Architects for your project. Please read through this document thoroughly and should you have any queries, please contact us prior to signing.

If you find these conditions acceptable, please sign the fee proposal in the relevant places and at the bottom of each page and return via email, or mail. Receipt thereof will serve as confirmation of our appointment and we will begin your project accordingly.

We look forward to a happy relationship during this exciting project.

Kind regards,



Randall E. Stofft, AIA

Principal Architect

Don Durante

Senior Project Manager

Panther National Entry Feature

Project Address: Panther National Parkway, Palm Beach Gardens, Florida, 33418

January 15th, 2024

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SCOPE OF ARCHITECTS BASIC SERVICES

Architect's Basic Services consist of those described under the phases identified below and any other services identified in this Agreement.

PRELIMINARY PHASE

Architect shall review the requirements of the Client for the Project and based on these requirements, the Architect will prepare a hand rendered preliminary schematic design consisting and a site plan, floor plan, and front elevation.

DESIGN DEVELOPMENT PHASE

Architect shall provide Design Development documents based on the approved Preliminary Design Presentation documents. The Design Development documents shall include computer generated (CAD) site plan*, floor plans, and front elevation.

Design Development includes 2 rounds of revisions to the Design Development documents. Additional changes requested during Design Development Phase and/or after completion of the Design Development Phase will be considered Additional Services and will be billed at the hourly rates listed at the end of this document.

** If applicable, hardscape layout (water features, sidewalks, roadways, etc....) is conceptual only and to be further developed by other consultants.*

SITE PLAN SUBMITTAL PHASE

Architect shall provide approved Design Development documents and Material/Sample Board to Land Planner for Site Plan Submittal Package to City of Palm Beach Gardens and address comments generated by staff.

CONSTRUCTION DOCUMENTS PHASE

Based on the approved Design Development Documents the Architect shall prepare complete Construction Documents necessary to obtain a building permit and construct the project. Said documents and services will include the following:

- Site Plan
- Floor Plans
- Exterior Elevations
- Feature Sections
- Exterior Details
- Typical Construction Details
- Exterior Specifications

Panther National Entry Feature

Project Address: Panther National Parkway, Palm Beach Gardens, Florida, 33418

January 15th, 2024

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PERMIT PROCESSING PHASE

Upon completion of the Construction Documents, Architect shall assist Client in making application for the Building Permit by providing clarification of the plans and or revisions required by government Agencies Having Jurisdiction (AHJ).

CONSTRUCTION PHASE (SITE VISITS & ADMINISTRATIVE) *

The Architect/Project Manager, as an optional additional service, shall visit the Project at appropriate phases of construction to become generally familiar with the progress and quality of the work completed and to determine, in general, if the work is being performed in a manner indicating that the work when completed will be in accordance with the intent of the construction documents. However, the Architect shall not be required to make exhaustive or continuous on-site visits to check the quality or quantity of the Work.

The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work as these are solely the Contractor's rights and responsibilities under the Construction Documents.

The services during this phase shall include providing clarifications to the construction documents (RFI'S) arising out of the normal process of pre-construction, construction and the review of shop drawings, approval of construction draws as required.

****Should you require that we perform Construction Administration, a separate Construction Administration Agreement will be generated according to the terms outlined above.***

Panther National Entry Feature

Project Address: Panther National Parkway, Palm Beach Gardens, Florida, 33418

January 15th, 2024

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ADDITIONAL SERVICES

Services rendered that are not part of those Basic Services described herein shall be provided only after instruction and authorization by Client and shall be paid for by Client in addition to the compensation for Basic Services. Fees for these services, if billed as a reimbursable, will include a 25% coordination fee. Additional services shall include, but not be limited to, providing other services not included as part of Basic Services as follows:

- Pool/ Fountain Design & Engineering
- Civil Engineering
- Coastal Engineering
- As-Builts - Renovations that require additional verification will be billed at hourly rate.
* Client will be informed if As-Builts are required.
- Professional Architectural 2d / 3d Renderings and Models
- Landscape/Irrigation
- Audio/ Visual Consultant
- Lighting Consultant
- Waterproofing Consultant
- Site Meetings, Meeting time out of office, Meeting in office after completion of Design Development phase.
- Attending Architectural Review Board Meetings, Zoning and City Council Meetings, Public Hearings, Dispute Resolution Proceeding or Legal Proceedings.
- Revisions to the Construction Documents due to:
 - a) Adjustments to program, budget, or previous approvals/instructions by Client.
 - b) Enactment or revisions of codes, laws, or regulations subsequent to the preparation of such documents.
 - c) Client's failure to render decisions in a timely manner.

CLIENT RESPONSIBILITIES

The Client shall provide the Architect with the following information and or services with reference to the requirements of the project when applicable:

- Program and schedule with reference to Client's objective
- Constraints and criteria
- Space requirements and relationships
- Site requirements
- Survey (current), recent soil report, and or a Boundary, Tree and Topographical Survey- if deemed necessary by the Architect. Architect shall be entitled to rely upon the accuracy and completeness of any and all documents provided by Client.
- Copy of deed restrictions, community/architectural review board rules and regulations.

Panther National Entry Feature

Project Address: Panther National Parkway, Palm Beach Gardens, Florida, 33418

January 15th, 2024

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REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Scope of Architect's Basic Services and include expenses incurred by Architect and Architect's employees and consultants directly related to the Project as identified below.

- Reproduction of documents - All reproduction fees can be charged to Clients printing services account if established. If no account is established, prints will be billed to client.
- Express postage & delivery charges and courier services incurred by Client or on their behalf- Fed Ex charges will be billed to client. Additional charges will apply for international delivery, Saturday delivery, distances, and weight not consistent with regular fees.

ARCHITECT BASIC SERVICES FEE

Site Plan Submittal Package to the City of Palm Beach Gardens.....\$10,000.00
(Includes 3D renderings as part of submittal package)

Architectural Design Development & Construction Documents.....\$6,000.00

*ENGINEERING FEES

Structural Engineering.....\$3,000.00

***Does not include Structural Engineer site visits and reimbursables*

Electrical & Plumbing.....\$3,000.00

***Does not include Electrical & Plumbing Engineer site visits and reimbursables*

Structural & MEP Engineering will be billed in FULL at 50% completion of Construction Documents. Architect will not authorize Consultant to commence work until Architect receives payment in full for Consultant's services.

****Consultants hired by client directly will incur an hourly fee of \$300.00 per hour for any coordination done by the project architect. (ie: engineers, interior designers etc.)*

Panther National Entry Feature

Project Address: Panther National Parkway, Palm Beach Gardens, Florida, 33418

January 15th, 2024

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PAYMENT SCHEDULE - Architectural Design & Construction Documents Fee

Project Stage	Architects Fee
Retainer/Conceptual An architectural retainer is required for Preliminary Presentations with no obligation to proceed with Design Development. When the project proceeds to Design development, the retainer will be applied towards the architectural fee.	\$2,000.00
Design Development: Presentation of site plan and floor plan in CAD **	\$1,000.00
50% Construction Documents: All elevations in CAD	\$1,500.00
Site Plan Submittal Package to Palm Beach Gardens (Includes 3d Renderings, Site Plan, Floor Plan, Elevations, and Material Board)	\$10,000.00
<i>Engineering will be commenced.</i> <i>Structural & MEP Engineering (if required) will be billed in full at 50% completion of Construction Documents.</i> <i>Architect will not authorize Consultant to commence work until Architect receives payment in full for Consultant's services.</i>	\$6,000.00 *(see Engineering Fees above)
75% Construction Documents	\$1,000.00
Final Construction Documents	\$500.00
Total Architectural & Engineering Fee	\$22,000.00

***Design Development includes 2 rounds of revisions to the Design Development documents. Additional changes requested during Design Development Phase and/or after completion of the Design Development Phase will be considered Additional Services and will be billed at the hourly rates listed at the end of this document.*

PAYMENT CONDITIONS

- Invoices will be issued after the completion of each stage, payable on presentation of invoice. We allow 14 days in which to settle the outstanding amount from date of invoice.
- Should there be a query on a particular invoice please raise this prior to the invoice becoming overdue.
- Randall Stofft Architects reserves the right to cease work on a project and/or terminate the contract should there be a delay in payment. Payment for subsequent stages may also be requested in advance. Work on overdue accounts may be suspended without notice at the sole discretion of Randall Stofft Architects.
- Randall Stofft Architects shall not be responsible for any delays caused by late payments, nor for any damages arising therefrom.
- Interest on overdue accounts shall be charged at prime + 2% from the date payment is due. Should legal action be necessary, all legal costs incurred in recovering debts which include attorney/client and attorney/attorney costs, will be for the client's account.
- Invoices will be issued after the completion of each stage.

Panther National Entry Feature

Project Address: Panther National Parkway, Palm Beach Gardens, Florida, 33418

January 15th, 2024

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- We accept cash, check, wire & credit card payments. Credit card payments are accepted however they will incur a 4% courtesy charge. Should you need wire or credit card information please call or email us at accounting@stofft.com

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon not less than five days written notice (return receipt requested) with or without cause. In the event of termination of the Agreement or suspension of the Project, the Architect shall be compensated for all services performed prior to termination including reimbursable expenses.

The Client shall within five (5) calendar days of termination pay the Architect for all services rendered and all costs incurred, whether invoiced or not, up to the date of termination, plus 7.5% of that figure as an administration fee for works complete at that time.

OWNERSHIP OF DOCUMENTS

Randall Stofft Architects shall be deemed the author of all documents prepared for this Project and shall retain ownership of all original documents as well as all common law, statutory and other reserved rights, including the copyright to same. Copies of the drawings retained by the Client may be utilized only for his use and for occupying the project for which they were prepared and not for the construction of any other projects.

Additional Services and Reimbursable Expenses will be invoiced at intervals commensurate with their occurrence and are due upon receipt.

Payments are due upon receipt and payable within 14 days from date of invoice. Any amount unpaid after 30 days shall bear an interest rate of 2% per month from the date the payment is due. The Client shall pay for all expenses incurred in connection with the collection of overdue amounts including attorney fees and out of pocket expenses. No deduction shall be made from Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of cost changes in the Work, other than those for which Architect has been judged liable. Architect shall reserve the right to discontinue services on all past due accounts should Client fail to substantially perform in accordance with the terms of this Agreement.

Panther National Entry Feature

Project Address: Panther National Parkway, Palm Beach Gardens, Florida, 33418

January 15th, 2024

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Any additional work requested by the Client that alters the scope of work as outlined in this agreement will be considered Additional Services and will be billed at an hourly rate as follows:

Principal	\$400.00
Project Architect/Sr. Project Manager	\$300.00
Drafter	\$150.00

We look forward to working with you and ask that you please indicate your acceptance of the terms and conditions as outlined above by signing below.



Randall E. Stofft, AIA
President

Client _____
Jason Pierman, District Manager
Avenir Community Development District

Date: _____

CHANGE ORDER NO. 4


Date of Issuance:	January 15, 2024	Effective Date:	January 15, 2024
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413	Contractor's Project No.:	220010
Engineer:	HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	Engineer's Project No.:	180437
Project:	Northlake Blvd Phase 2 - From East of Avenir Dr to West of SR7	Contract Name:	Construction Contract (Roadway Improvements)

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

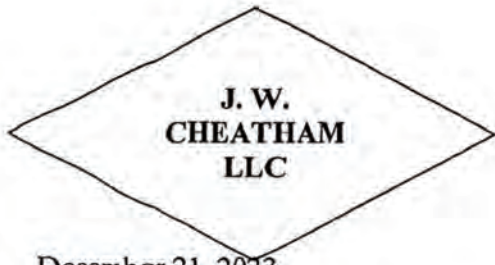
Description: *Northlake Blvd. Ph. 2 PBC ERM Driveway
*Northlake Blvd. Ph. 2 Avenir Dr. SB LT lane 1" milling & paving
*Northlake Blvd. Ph. 2 Material price increase, plan changes, & additional time extension.

Attachments: *J.W. Cheatham, LLC change order request for PBC ERM Driveway
*J.W. Cheatham, LLC change order request for Avenir Dr. SB LT lane 1" milling & paving
*J.W. Cheatham, LLC change order request for Material price increase, plan changes, & additional time extension

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$4,173,882.11	Original Contract Times: Total Contract Days: 450 days Start Date: 9/12/2022 End Date: 12/6/2023
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>3</u> : \$1,178,699.44	[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>3</u> : 28 Days

Contract Price prior to this Change Order: \$5,352,581.55	Contract Times prior to this Change Order: Total Contract Days: 478 days Start Date: 9/12/2022 End Date: 1/3/2024	
[Increase] [Decrease] of this Change Order \$79,735.00	[Increase] [Decrease] of this Change Order 195 Days	
Contract Price incorporating this Change Order: \$5,432,316.55	Contract Times with all the approved Change Orders: Total Contract Days: 673 days Start Date: 9/12/2022 End Date: 7/16/2024	
RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
By:  ENGINEER: HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	By:  Avenir Community Development District Virginia Cepero Chairperson	By:  CONTRACTOR: J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413
Date: 1/16/2024	Date: 1/17/2024	Date: 1/15/2024

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



**Road Building &
Earthmoving Contractors**

Accepted
Alberto T. Zuniga

December 21, 2023

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

Attn: Tanya McConnell, P.E.

Ref: Northlake Blvd Phase 2

Dear Ms. McConnell:

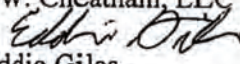
Pursuant to our letter dated March 9, 2023, we submit the following change order request for material price increases due to utility delays, plan changes and additional time extension request of one hundred ninety five (195) contract days for the above referenced project.

See Attachment "A" Schedule of Values and Attachment "B" Request for Additional Contract Days

Qualifications:

1. Additional cost for bond rider is not included.
2. Change order does not include FPL fees associated with Northlake Blvd/Avenir Dr intersection. The account is currently under Carr Construction. Change order request for FPL fees cannot be submitted until the account is transferred to owner.
3. Avenir Dr Signalization changes are based on the following revised sets of plans:
 - a. "Northlake Blvd & Avenir Dr Intersection – Signalization Plans (Above Ground Installation) Phase 1" by HSQ Group dated 3/31/2023. Consisting of 8 pages (T-1 to T-7 & Sheet 1)
 - b. "Northlake Blvd & Avenir Dr Intersection – Signalization Plans (Underground Installation) Phase 2" by HSQ Group dated 3/31/2023. Consisting of 7 pages (T-1 to T-6 & Including T-3A)
4. No item included unless specifically stated.

Your timely review and approval is requested.

Thank you,
J. W. Cheatham, LLC

Eddie Giles
Project Manager

7396 Westport Place West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348
Page 1 of 1

Attachment "A"

Item NO.	Item Description	QTY	Unit	Unit Price	Amount
Original Contract Items					
Roadway Items					
DELETES					
1	Class 1 Concrete (Gravity Wall)	-94	CY	\$ 750.00	\$ (70,500.00)
2	Pipe Guardrail (Steel) (Index 880)	-759	LF	\$ 130.00	\$ (98,670.00)
3	Concrete Sidewalk (4" Thick)	-915	SY	\$ 40.00	\$ (36,600.00)
				DELETE Sub Total:	\$ (205,770.00)
MATERIAL INCREASES					
1	Type SP Structural Course (1.5") (Traffic Level C)	847	TN	\$ 20.52	\$ 17,380.44
2	Structural Overbuild (SP)	1867	TN	\$ 22.68	\$ 42,343.56
3	Asphaltic Concrete Friction Course FC-9.5 (1.0")	2814	TN	\$ 37.80	\$ 106,369.20
4	Concrete Curb & Gutter Type F	15177	LF	\$ 3.89	\$ 59,038.53
5	Traffic Separator Concrete - Type IV, Option II, 6' Wide	46	LF	\$ 11.00	\$ 506.00
6	Traffic Separator Concrete - Type IV, Option II, Variable Width	44	SY	\$ 11.00	\$ 484.00
7	Concrete Sidewalk (4" Thick)	5654	SY	\$ 7.73	\$ 43,705.42
8	Color Treated & Stamped Concrete (See SP's)	321	SY	\$ 11.00	\$ 3,531.00
				MATERIAL INCREASE Sub Total:	\$ 273,358.15
ADDS					
1	Relocating Utilities & additional potholing at SEC of Ibis Blvd due to mast arm conflicts	1	LS	\$ 8,255.00	\$ 8,255.00
2	Pipe Handrail, Guardrail (Aluminum)	459	LF	\$ 108.00	\$ 49,572.00
3	Adjust Fire Hydrant (STA 118+95 LT)	1	EA	\$ 1,475.00	\$ 1,475.00
4	Base rock Replacement at MCI Relocation Areas	1	LS	\$ 10,015.00	\$ 10,015.00
5	Adjust Light Pole Boxes	1	LS	\$ 1,730.00	\$ 1,730.00
6	Metal Cover for ARV Manhole at STA 128+00 LT	1	LS	\$ 3,580.00	\$ 3,580.00
				ADD Sub Total:	\$ 74,627.00

Aviation Dr Signalization Changes

ROADWAY					
DELETES					
1	Roadway Repair	(1.00)	LS	\$ 14,300.00	\$ (14,300.00)
2	1" Milling	(356.00)	SY	\$ 14.00	\$ (4,984.00)
3	1" SP 9.5 Asphalt	(356.00)	SY	\$ 28.55	\$ (10,163.80)
4	Type F Curb	(79.00)	LF	\$ 50.00	\$ (3,950.00)
				DELETE Sub Total:	\$ (33,397.80)
ADDS					
1	4" Concrete Sidewalk	29.00	SY	\$ 100.00	\$ 2,900.00
				ADD Sub Total:	\$ 2,900.00

Force Main Relocation

DELETES					
1	Remove Exist. F.M	(57.00)	LF	\$ 132.00	\$ (7,524.00)
2	10" CL 350 DIP P401	(61.00)	LF	\$ 462.00	\$ (28,182.00)
3	10" MJ 45 P401	(2.00)	EA	\$ 2,200.00	\$ (4,400.00)
4	10" MJ 22-1/2 P401	(2.00)	EA	\$ 2,200.00	\$ (4,400.00)
5	Connect to Existing F.M	(2.00)	EA	\$ 3,520.00	\$ (7,040.00)
6	10" Unestop	(2.00)	EA	\$ 15,950.00	\$ (31,900.00)
7	Blow Off Assm.	(1.00)	EA	\$ 2,530.00	\$ (2,530.00)
				DELETE Sub Total:	\$ (85,976.00)

Signalization

DELETES						
0630-2-11-1	CONDUIT, FURNISH & INSTALL, OPEN TRENCH -1	-80.00	LF	\$ 21.50	\$ (1,720.00)	
0630-2-11-4	CONDUIT, FURNISH & INSTALL, OPEN TRENCH -4	-245.00	LF	\$ 37.50	\$ (9,187.50)	
0630-2-11-5	CONDUIT, FURNISH & INSTALL, OPEN TRENCH -5	-200.00	LF	\$ 43.00	\$ (8,600.00)	
0650-1-13	TRAFFIC SIGNAL, F&I, 3 SECT, 1 WAY, ALU	-2.00	EA	\$ 1,610.00	\$ (3,220.00)	
0660-2106A	LOOP ASMBLYF&I(TYPE F) 6'X26'	-6.00	AS	\$ 2,080.00	\$ (12,480.00)	
0660-2106B	LOOP ASMBLYF&I(TYPE F) 6'X40'	-6.00	AS	\$ 2,080.00	\$ (12,480.00)	
					DELETE Sub Total:	\$ (47,687.50)
ADDS						
0630-2-11-2	CONDUIT, FURNISH & INSTALL, OPEN TRENCH -2	20.00	LF	\$ 27.50	\$ 550.00	
0630-2-12-2-1	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE -1	70.00	LF	\$ 28.60	\$ 2,002.00	
0630-2-12-2-2	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE -2 (ITS)	180.00	LF	\$ 30.80	\$ 5,544.00	
0630-2-12-2-3	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE -3	95.00	LF	\$ 33.00	\$ 3,135.00	
0630-2-12-2-6	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE -6	150.00	LF	\$ 48.40	\$ 7,260.00	
0630-2-12-2-7	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE -7	200.00	LF	\$ 55.00	\$ 11,000.00	
0635-2-11	PULL BOX, F&I 13X24 & 17X30X12	3.00	EA	\$ 1,980.00	\$ 5,940.00	
0635-2-12-C	PULL BOX, F&I 30X48X24 (ITS)	1.00	EA	\$ 8,195.00	\$ 8,195.00	
0635-2-12-D	PULL BOX, F&I 17X30X24 (ITS)	1.00	EA	\$ 2,333.00	\$ 2,333.00	
0650-1-14	TRAFFIC SIGNAL, F&I, 4 SECT, 1 WAY, FY	2.00	EA	\$ 2,374.00	\$ 4,748.00	
0660-2106B	LOOP ASMBLYF&I(TYPE F) 6'X46'	12.00	AS	\$ 2,080.00	\$ 24,960.00	
					ADD Sub Total:	\$ 75,667.00

TOTAL \$ 53,720.85

Attachment "B"
Request for Additional Contract Days

Reason	Dates	Days
Utility Delays:	12/8/2022 to 5/29/2023	172 days
Rain Days:	9/15/2022	1 days
	9/27/2022	1 days
	9/28/2022	1 days
	9/29/2022	1 days
	6/15/2023	1 days
	6/21/2023	1 days
	6/26/2023	1 days
	6/29/2023	1 days
	6/30/2023	1 days
	10/13/2023	1 days
	11/15/2023	1 days
Holidays:	11/24/2022	1 days
	11/25/2022	1 days
	7/3/2023	1 days
	7/4/2023	1 days
	9/4/2023	1 days
	11/23/2023	1 days
	11/24/2023	1 days
	12/25/2023 to 12/29/2023	5 days
TOTAL DAYS:		195 days



Road Building &
Earthmoving Contractors

Accepted
Alberto T. Zuniga

March 21, 2023

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

Attn: Tanya McConnell, P.E.

Ref: Northlake Blvd Phase 2
PBC ERM Driveway Accommodation

Dear Ms. McConnell:

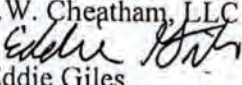
I submit the following change order request for sidewalk modifications and installation of two shellrock driveways to accommodate Palm Beach County ERM at the above referenced project.

DELETE: Concrete Sidewalk (4" Thick)	-35 SY	@	\$40.00 /SY	(\$1,400.00)
ADD: Concrete Sidewalk (6" Thick)	35 SY	@	\$80.00 /SY	\$2,800.00
ADD: Shellrock Driveway (6" Thick Tapered to Existing)	90 SY	@	\$20.00 /SY	\$1,800.00
			TOTAL:	\$3,200.00

Qualifications:

1. Permits are not included.
2. Additional cost for bond rider is not included.
3. Palm Beach County ERM driveways are located at approximately stations 122+30 LT and 145+80 LT.
4. No item included unless specifically stated.
5. Bid price is good for 30 days.

Your timely review and approval is requested.

Thank you,
J.W. Cheatham, LLC

Eddie Giles
Project Manager



**Road Building &
Earthmoving Contractors**

Accepted:
Alberto T. Zuniga

November 8, 2023

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

Attn: Tanya McConnell, P.E.

Ref: Northlake Blvd Phase 2
Avenir Dr SB Left Turn Lane 1" Milling & Paving

Dear Ms. McConnell:

As requested I submit the following change order request for milling and paving 1" SP-9.5 asphalt on Avenir Dr for the above referenced project.

Mobilization	1	LS	@	\$2,500.00	/LS	\$2,500.00
Mill 1" and Pave 1" SP-9.5 Asphalt (Approx 735 SY)	1	LS	@	\$17,565.00	/LS	\$17,565.00
Thermoplastic Striping	1	LS	@	\$2,750.00	/LS	<u>\$2,750.00</u>

TOTAL: \$22,815.00

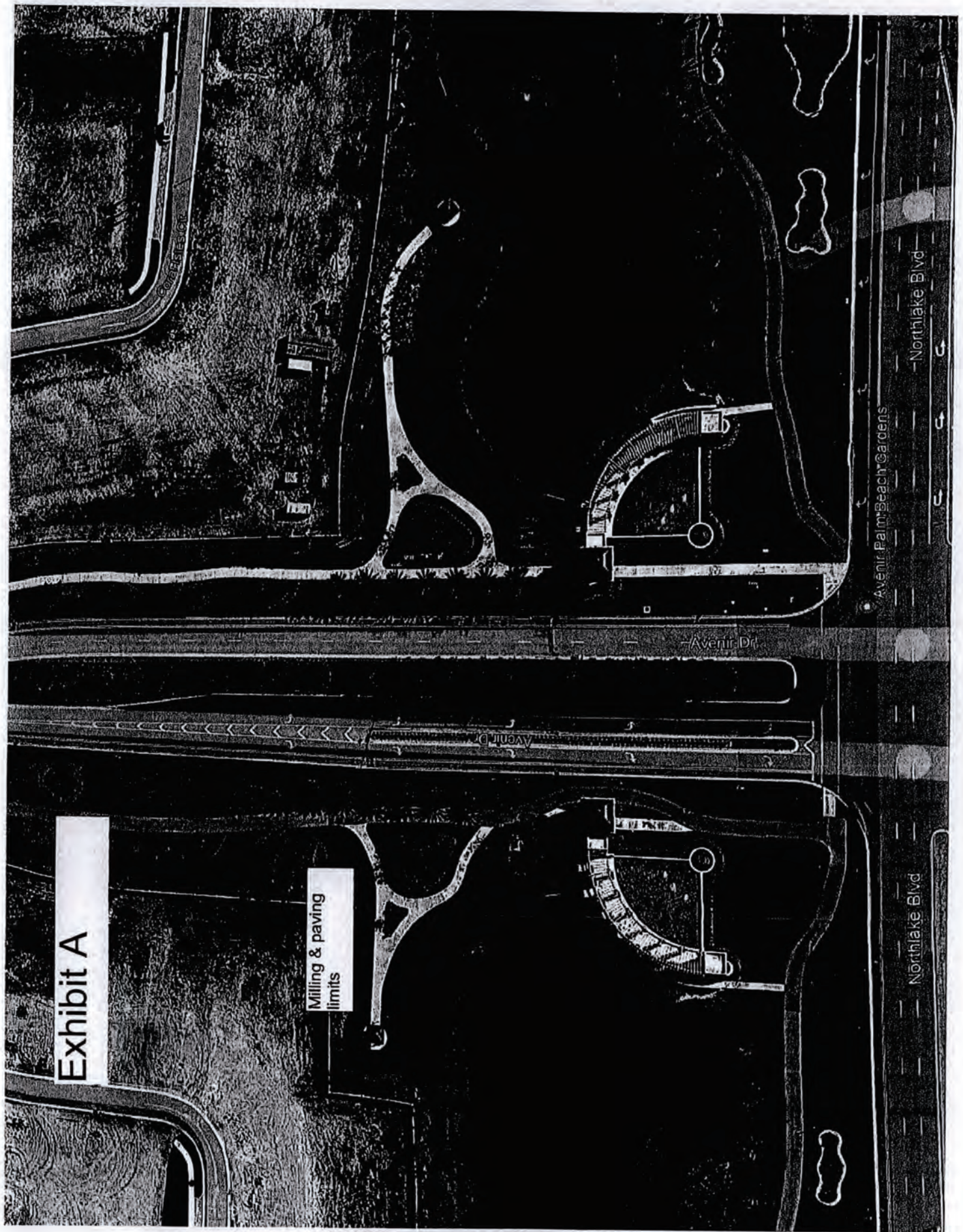
Qualifications:

1. Price is based on milling and paving the yellow gored area only on southbound Avenir Dr left turn lane (see attached Exhibit A).
2. Mobilization can be excluded if paving can be completed by 11/14/2023.
3. No item included unless specifically stated.
4. Bid price is good for 30 days.

Your timely review and approval is requested.

Thank you,
J.W. Cheatham, LLC

Eddie Giles
Eddie Giles
Project Manager



CHANGE ORDER NO. ¹

Date of Issuance:	January 22, 2024	Effective Date:	January 22, 2024
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413	Contractor's Project No.:	230040
Engineer:	HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	Engineer's Project No.:	180437
Project:	Northlake Blvd Phase 1 - From west of Coconut Blvd to west of Aviner entrance	Contract Name:	Construction Contract (Roadway Improvements)

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

Description: *Northlake Blvd Outfall Pipe
*Northlake Blvd Headwall, P-6 Inlet, and additional work at Coconut entrance north side. Spine road changes
*Spine Road Phase 3

Attachments:*J.W. Cheatham, LLC change order request for Outfall Pipe (01/17/2024)
*J.W. Cheatham, LLC change order request for Headwall, P-6 Inlet, and Coconut intersection (01/16/2024)
*J.W. Cheatham, LLC change order request for Spine Road Phase 3 (01/19/2024)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$6,038,109.36	Original Contract Times: Total Contract Days: 365 days Start Date: 10/16/2023 End Date: 10/15/2024
[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>0</u> to No. <u>0</u> : 0

Contract Price prior to this Change Order: \$6,038,109.36		Contract Times prior to this Change Order: Total Contract Days: 365 days Start Date: 10/16/2023 End Date: 10/15/2024	
[Increase] [Decrease] of this Change Order \$254,703.00		[Increase] [Decrease] of this Change Order 35 Days	
Contract Price incorporating this Change Order: \$6,292,812.36		Contract Times with all the approved Change Orders: Total Contract Days: 400 days Start Date: 10/16/2023 End Date: 11/19/2024	
RECOMMENDED BY: By: _____ ENGINEER: HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431 Date: _____	ACCEPTED: By: _____ Avenir Community Development District Virginia Cepero Chairperson Date: _____	ACCEPTED: By: _____ CONTRACTOR: J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413 Date: _____	

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

**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

January 17, 2024

Avenir Community Development District
c/o Ballbe and Associates, Inc.
2727 NE 30th Place
Ft. Lauderdale, FL 33306

Attn: Tanya McConnell, P.E.
Senior Development Manager

Ref: Northlake Blvd PH-1
Plan Revision 01/09/2024 Outfall Pipe

Dear Ms. McConnell:

I submit the following change order request for outfall pipe installation at the above referenced project.

Mobilization	1 EA	@	\$5,000.00 /EA	5,000.00
Survey, As-Builts, & Testing	1 LS	@	\$2,000.00 /LS	2,000.00
Silt Fence	200 LF	@	\$2.00 /LF	400.00
Turbidity Barrier	50 LF	@	\$20.00 /LF	1,000.00
Stripping and Asphalt Removal	1 LS	@	\$3,380.00 /LS	3,380.00
Subgrade & Final Grading	1 LS	@	\$2,250.00 /LS	2,250.00
Bike Path Restoration	1 LS	@	\$7,249.00 /LS	7,249.00
Sod	1670 SY	@	\$5.80 /SY	9,686.00
Concrete Pipe Culvert (18")	130 LF	@	\$108.00 /LF	14,040.00
Rep x Cap Adaptor (18")	1 EA	@	\$2,255.00 /EA	2,255.00
Corrugated Aluminum Pipe (18")	20 LF	@	\$258.50 /LF	5,170.00
Ditch Bottom Inlet Type C	1 EA	@	\$8,100.00 /EA	8,100.00
Miter End Section (18")	(1) EA	@	\$3,850.00 /EA	<u>(3,850.00)</u>
Total				56,680.00

Additional Time Requested 7 Calendar Days

**J.W.
CHEATHAM
LLC**

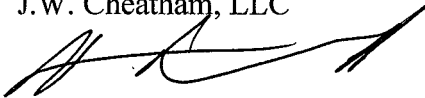
**Road Building &
Earthmoving Contractors**

Qualifications to this proposal are as follows:

1. Engineering is not included.
2. Permits are not included.
3. Irrigation removal or replacement is not included.
4. Landscape removal or replacement is not included.
5. Utility relocation or adjustments are not included.

Please call me should you have any questions.

Sincerely,
J.W. Cheatham, LLC



Michael Wonnell
Project Manager



**Road Building &
Earthmoving Contractors**

January 19, 2024

Avenir Development LLC
c/o Ballbe and Associates, Inc.
2727 NE 30th Place
Ft. Lauderdale, FL 33306

Attn: Tanya McConnell, P.E.
Senior Development Manager

Re: Avenir Spine Road – Phase 3
Revision 1

Dear Ms. McConnell:

As per your request I submit the attached revised proposal for the above referenced project.

Qualifications to this proposal are as follows:

1. Engineering is not included.
2. Permits are not included.
3. Permanent striping is not included.
4. Signage is not included.
5. Irrigation removal or replacement is not included.
6. Landscape removal or replacement is not included.
7. Utility relocation or adjustments are not included.
8. Price is based on road closed conditions.
9. Price is based on performing work while mobilized onsite for intersections.

Please call me with any questions.

Sincerely,
J.W. Cheatham, LLC

Michael Wonnell
Project Manager

Avenir Spine Rd Ph-3, Revision No. 1

Item	Quantity	Unit	Unit Cost	Total Cost
Mobilization (Survey, Testing, Bond)	1	LS	\$ 22,850.00	\$ 22,850.00
Silt Fence	1000	LF	\$ 2.00	\$ 2,000.00
Clearing	1	LS	\$ 12,800.00	\$ 12,800.00
Excavation & Grading	1	LS	\$ 19,500.00	\$ 19,500.00
Compacted Subgrade	1540	SY	\$ 3.00	\$ 4,620.00
Double Baserock (14")	900	SY	\$ 30.00	\$ 27,000.00
1" SP-9.5 Asphalt (1st lift)	56	TN	\$ 140.00	\$ 7,840.00
4" FDOT Baserock	270	SY	\$ 22.00	\$ 5,940.00
1" SP-9.5 Asphalt	16	TN	\$ 140.00	\$ 2,240.00
4" Concrete Sidewalk	115	SY	\$ 50.00	\$ 5,750.00
F Curb	520	LF	\$ 22.50	\$ 11,700.00
Traffic Separator 4'	285	LF	\$ 60.00	\$ 17,100.00
Temporary Paint Striping	1	LS	\$ 5,000.00	\$ 5,000.00
Type C Inlet	1	EA	\$ 9,350.00	\$ 9,350.00
18" RCP	12	LF	\$ 108.00	\$ 1,296.00
Connect to Existing Inlet	1	EA	\$ 4,990.00	\$ 4,990.00
Convert Existing inlet to Manhole	1	EA	\$ 2,310.00	\$ 2,310.00
2-2" Orange SUA Conduits with wire	330	LF	\$ 22.00	\$ 7,260.00
24"x36"x24" Pull Box	2	EA	\$ 1,471.00	\$ 2,942.00
			Total	\$ 172,488.00

Additional Time Requested

21 Calendar Days



**Road Building &
Earthmoving Contractors**

January 16, 2024

Avenir Community Development District
c/o Ballbe and Associates, Inc.
2727 NE 30th Place
Ft. Lauderdale, FL 33306

Attn: Tanya McConnell, P.E.
Senior Development Manager

Ref: Northlake Blvd PH-1
Plan Revision 10/30/2023

Dear Ms. McConnell:

I submit the following change order request for plan revision at the above referenced project.

Survey, As-builts, & Testing	1 LS	@	\$2,500.00 /LS	\$2,500.00
4" Concrete Sidewalk	15 SY	@	\$50.00 /SY	\$750.00
4' Concrete Traffic Separator	7 LF	@	\$60.00 /LF	\$420.00
12" Compacted Subgrade	82 SY	@	\$3.00 /SY	\$246.00
13.5" Base	82 SY	@	\$30.00 /SY	\$2,460.00
1.5" SP-12.5 Asphalt	7 TN	@	\$140.00 /TN	\$980.00
1" FC-9.5 Asphalt	5 TN	@	\$198.00 /TN	\$990.00
Additional Striping	1 LS	@	\$139.00 /LS	\$139.00
P-6 Inlet	1 EA	@	\$11,000.00 /EA	\$11,000.00
Remove Existing Concrete Headwall	1 LS	@	\$6,050.00 /LS	<u>\$6,050.00</u>
Plug Existing 48" Pipe				
Total				\$25,535.00

Additional Time Requested 7 Calendar Days

Qualifications to this proposal are as follows:

1. Engineering is not included.
2. Permits are not included



**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

Please call me should you have any questions.

Sincerely,
J.W. Cheatham, LLC

Michael Wonnell
Project Manager

CHANGE ORDER NO. 17 (Revision)

Date of Issuance:	November 29, 2023 Revised January 24, 2024	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 = **\$448,947.21**

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"

[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>16</u> : \$14,884,537.18	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____ : None	
Contract Price prior to this Change Order: \$35,495,927.18	Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$448,947.21	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$35,944,874.39	Contract Times with all the approved Change Orders: None	
<p>RECOMMENDED:</p>  <p>By: _____ Ballbé & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>1/24/2024</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p>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"

EXHIBIT "A"

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
		Fax:	
Project Name:	Avenir Remove Fill Piles In A9-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 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:	
		Fax:	
Project Name:	Avenir Remove Fill Piles In A2 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 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:	
		Fax:	
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

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-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 Fillll (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.

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 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

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	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

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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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 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

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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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.

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 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:

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: Ryan Till RTill@hjcontracting.com
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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:	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:

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: Ryan Till RTill@hjcontracting.com
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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 Development, LLC	Contact:	Manny Mato
Address:	550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Phone:	
		Fax:	
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.

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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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

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

Universal Engineering Sciences

Florida's Leading Engineering Source

**Virginia Cepero
Avenir Community Development District
550 Biltmore Way
Coral Gables, Florida 33134**

Proposal for Geotechnical Exploration

**Avenir 18 Lake Bank Soil Borings
Northlake Boulevard, Palm Beach Gardens, Florida**

**Proposal No. 23-0127.00
Opportunity No. 3330.1223.00010**

December 5, 2023



December 5, 2023

Virginia Cepero
Avenir Community Development District
550 Biltmore Way
Coral Gables, FL 33134

**RE: Proposal for Geotechnical Exploration
Avenir 18 Lake Bank Soil Borings
Northlake Boulevard, Palm Beach Gardens, Florida
Proposal No. 23-0127.00**

Dear Miss Cepero:

Universal Engineering Sciences (UES) appreciates the opportunity to become a part of your project team. Our team of professionals is dedicated to making this project a success, both on schedule and within budget. We are proud of our commitment to maintaining the highest levels of customer service and client satisfaction, and respectfully submit the following for your consideration.

PROJECT INFORMATION

Per our recent telephone discussions and email correspondence with you, UES understands that you are being requested by South Florida Water Management District (SFWMD) to provide geotechnical data informing them that there is a geologic barrier separating groundwater tables between your stormwater pond and nearby wetlands. Carlos Ballbe has provided UES with boring locations, depths and a scope of work for the project. UES has been requested to conduct SPT borings ASAP to provide this requested geotechnical data.

PROPOSED GEOTECHNICAL EXPLORATION

The purpose of our geotechnical exploration is to gather site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. The following field services are proposed:

Location	Number of Borings	Depth of Borings Below Ground Surface, Feet
As Requested	6 continuous SPT* Borings	20

*Standard Penetration Test

UES will locate the borings in the field by estimating distances and offsets from existing site features. GPS coordinates will be recorded at each boring location. If there are underground utilities near the boring locations, we should be notified prior to beginning our field work so that we can take the necessary precautions. UES cannot be held responsible for underground utilities or structures not identified to us.

Laboratory classification and index property tests will be performed as necessary upon selected soil samples obtained from the borings.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the site and subsurface conditions with respect to the planned construction and imposed loading conditions. The results of the exploration and engineering study will be documented in a report containing the following:

1. A brief discussion of our understanding of the planned construction and loading conditions.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A discussion of existing on-site conditions and their potential impact on the planned construction.
4. A discussion of the subsurface conditions, including boring logs, subsurface profiles, and estimated geotechnical properties (as necessary).
5. A geotechnical engineering evaluation of the soils onsite, and provide commentary in regards to groundwater table mitigation towards wetlands.

ESTIMATED FEE AND SCHEDULE

Based on the scope of the geotechnical exploration, laboratory testing, engineering services outlined herein, we propose to complete our services for a lump sum fee of **\$5,000.00**. We will contact you immediately if we encounter subsurface conditions which could require the borings to be advanced to deeper depths, additional borings or other field testing, or engineering evaluations and/or studies outside the scope of this proposal. Any additional required services authorized by the client will be provided at our prevailing unit rate and/or lump sum fees.

Based on our current drilling workload, we can initiate the geotechnical exploration **one day** after receiving a fully executed and signed copy of this proposal. Preliminary verbal results can be provided within 1 to 2 days after completing the field exploration. The final geotechnical report will be submitted within 2 weeks after completing all field and laboratory testing.

Please Note: This estimate is based on the site being accessible to either truck- or track-mounted drilling equipment. If this is not the case, revisions will need to be made to this estimate to accommodate mobile drilling equipment or heavy equipment to access the boring locations.

ADD ALTERNATE #1 – PRIVATE UTILITY LOCATES FOR TEST LOCATIONS

If private utility locates are needed, UES can provide Ground Penetrating Radar (GPR) services to locate utilities within the vicinity of the proposed exploration locations. Our boring locations will be based on the results of the GPR and Sunshine One-Call services. If requested, this option can be selection as an add alternate for an additional **LUMP SUM** price of **\$1,500**.

CONDITIONS AND QUALIFICATIONS

UES's terms are C.O.D. (credit cards are accepted) unless a credit application has been approved or credit has been previously established. If credit is established, our terms will be net-30 days. All UES services must be paid in full, including final letter, prior to delivery of any Final Letters of Compliance. Reports will be distributed electronically. Hard copies of reports can be provided upon request and will be billed at \$75 per physical copy. The pricing contained herein is subject to change if this proposal is not authorized within 90 days from the date of this proposal. If more than 90 days have passed since the date of this proposal, please contact us for an updated proposal.

AUTHORIZATION

All services will be conducted in accordance with this proposal and attached General Conditions. To initiate services, please complete and return the included Proposal Acceptance Agreement form. Note that the General Conditions are part of this agreement. **The signed proposal acceptance agreement form must be received by UES via fax or email prior to any work being performed, and an original copy must be received before completed reports can be distributed.**

CLOSING

UES appreciates the opportunity to submit this proposal and looks forward to working with you as a member of the project team. Please contact the undersigned at 772.924.3575 if you have any questions or comments.

From our team to yours,

UES
Florida Registry No. 4930



Erik Soderstrom, E.I.
Geotechnical Department Manager

Attachments: UES General Conditions



Description of Services: Geotechnical Engineering Services
Project Name: Avenir 18 Lake Bank Soil Borings
Project Location: Northlake Boulevard, Palm Beach Gardens, Florida
UES Proposal No.: 23-0127.00
Proposal Date: December 5, 2023

APPROVAL & PAYMENT OF CHARGES

X I **CERTIFY THAT THE CLIENT BILLING INFORMATION LISTED ON PAGE 2 OF THIS DOCUMENT IS ACCURATE**

CLIENT BILLING INFORMATION: (if different from page 2 of this document)

Company: Avenir Community Development District SAME AS PAGE 2 OF THIS DOCUMENT
Attention: _____ Title: _____
Address: 550 Biltmore Way Suite 1110
City, State, Zip: Coral Gables, FL 33134
Phone: 305-461-2440 Fax: _____
Email: vc@landstardevelopment.com
Permit No.: (please fill in) _____

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name: _____
Address: SAME AS ABOVE
Telephone: _____ Fax: _____

UES terms are C.O.D. unless prior credit history has been established with UES. All UES services must be PAID IN FULL prior to receipt of any Letters, Reports or Results.

PAYMENT METHOD:

☒ Check payable to Universal Engineering Sciences, LLC / Check Number: _____
☐ Visa ☐ Master Card ☐ Discover ☐ American Express
Credit Card Number _____ Zip Code _____
Card Holder Name _____ Card Holder Signature _____
PAYMENT BY CHECK TO BE PROVIDED AS SOON AS THE WORK IS RECEIVED. INVOICE FOR THE WORK PERFORMED.

Universal Engineering Sciences (UES) reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance Agreement or other written authorization referencing this in its entirety. This AGREEMENT, the proposal and general conditions constitute the entire agreement between the client and UES and supersede all prior written or oral understanding. Please note that pricing is valid for a period of ninety (90) days from proposal date.

The below signed, having full legal authority to bind the Client identified in the foregoing Proposal Agreement, has read the foregoing Proposal Agreement and hereby agrees to all of the terms and conditions contained in UES's General Conditions attached hereto which are incorporated herein by reference as a fundamental and material part of the Proposal Agreement. The Client agrees and understands that UES's General Conditions have been established in a large measure to allocate certain risks between Client and UES, and UES will not initiate services without Client's execution of agreement to the terms of the Proposal Agreement and the General Conditions and other terms and conditions set forth in this Agreement.

AUTHORIZED SIGNATURE: Virginia Cepero
PRINTED NAME & TITLE: VIRGINIA CEPERO, CHAIRPERSON

DATE ACCEPTED: 12/6/2023 (See below for service line acceptance)

SERVICES ACCEPTED: GEO

(Check accepted service line(s). If none are selected, UES assumes all services have been accepted.)

ADDITIONAL SERVICES OFFERED BY UES

GEOTECHNICAL ENGINEERING

- Foundation Design & Analysis
- SPT, CPT & Auger Drilling
- Pile Monitoring
- Vibration Monitoring
- Percolation Testing
- Groundwater Monitoring Wells

INSPECTIONS

- Special Inspections
- Threshold Inspections
- Private Provider Plan Review & Inspections
- Roof Testing & Pull Testing
- NPDES Inspections
- SWPPP (Storm water pollution prevention plan)
- SPCC (Spill prevention, control, and Countermeasure)
- Fireproofing Inspections
- Paint Thickness Inspections

ENVIRONMENTAL SERVICES

- Phase 1 & 2 Site Assessments
- Tank Closures
- Soil Management Plans
- Remedial Action Plans
- Site Remediation Oversight
- Site Assessment Reports
- Asbestos, Lead, Radon Testing
- Mold Testing
- Indoor Air Quality

BUILDING ENVELOPE & FACILITIES CONSULTING

- Residential/Commercial Waterproofing and Pre Cladding Inspections
- Building Envelope Plan Review, Waterproof Inspections & Consulting
- ASTM Door & Window Chamber Testing
- Moisture Intrusion Assessments & Consulting
- Infrared Camera Inspections & Moisture Mapping
- Blower Door and Duct Leakage Testing
- Energy Calculations, Duct Layouts & Mechanical Consulting
- Pre & Post Construction Photo Surveys of Existing Conditions - Vibration Monitoring
- Property Management Support - Moisture, Indoor Air, Mold, Radon, Lead & Asbestos
- Safety Consulting and Inspections
- Property Condition Assessment (PCA)
- GPR (ground Penetrating Radar)

CONSTRUCTION MATERIAL TESTING

- Concrete Testing
 - Soil Testing
 - Floor Flatness & Levelness
 - Turbidity Monitoring
 - Asphalt Testing
- *CMEC, USACE, and FDOT Certified

LICENSED & CERTIFIED PROFESSIONALS

- Professional Engineers
- Thermographers
- Geologists
- Buildings Inspectors and Plans Examiners (Structural & MEP)
- Mold, Lead, Radon, Asbestos Technicians
- Certified Industrial Hygienists
- ACI and CTQP Certified Soils & Concrete Lab Technicians
- ACI and CTQP Certified Soils Technicians
- ACI and CTQP Certified Concrete Technicians
- CTQP Certified Asphalt Technicians
- Sealed Wall Cladding Technicians
- Blower Door/Duct Leakage Technicians

**Universal Engineering Sciences, LLC GENERAL
CONDITIONS**

SECTION 1: RESPONSIBILITIES 1.1 Universal Engineering Sciences, LLC, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. 2.2 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. 4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. 4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. 5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. 5.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. 5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. 6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. 6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. 6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. 6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. 7.2 Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. 7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and

save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3** To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

REPORT DISTRIBUTION INFORMATION REQUEST FORM

Date 12/6/2023
 Attention VIRGINIA, CEPERO, AVENIR CDD
 Project AVENIR POD 18

UES Project # _____
 Fax # _____
 Permit # _____

The following Names, Addresses and Permit Numbers need to be supplied in order to assist in the distribution of reports for your project. Your cooperation in quickly responding will assure no delay in the completion of your construction operations and the distribution of all your reports.

Note: Reports will be distributed electronically. Hard copies of reports can be provided upon request and will be billed at \$75 per physical copy. Hard copies of Blower Door Testing reports will not be distributed unless specifically requested. A field report will be provided upon completion of the test.

CLIENT INFORMATION

Attention: VIRGINIA, CEPERO, AVENIR CDD
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: _____
 Please Choose From the Following Options
☒ Electronic Copy (via email)
 Email: vc@landstardevelopment.com

BUILDING DEPARTMENT

Attention: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: _____
 Please Choose From the Following Options
☐ Electronic Copy (via email)
 Email: _____

GENERAL CONTRACTOR

Attention: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: _____
 Please Choose From the Following Options
☐ Electronic Copy (via email)
 Email: _____

ENGINEER OF RECORD

Attention: CARLOS J. BALLBE
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: _____
 Please Choose From the Following Options
☒ Electronic Copy (via email)
 Email: CARLOS@BAENG.US

ARCHITECT OF RECORD

Attention: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: _____
 Please Choose From the Following Options
☐ Electronic Copy (via email)
 Email: _____

OTHER

Attention: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: _____
 Please Choose From the Following Options
☐ Electronic Copy (via email)
 Email: _____

Please remit completed form to your local Team UES Representative.

This instrument prepared by:
Rosa Eckstein Schechter, Esq.
Avenir Development, LLC
Suite 1110
550 Biltmore Way
Coral Gables, Florida 33134

Folio Number: 52-41-41-28-01-001-0143

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTE TO CLERK: THIS CONVEYANCE IS EXEMPT FROM STATE DOCUMENTARY STAMP TAX BASED ON F.A.C. 12B-4.014(2)(A) IN THAT THERE WAS NO CONSIDERATION FOR THIS CONVEYANCE OF UNENCUMBERED PROPERTY.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made on January 17, 2024, from AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("Grantor"), with an address at 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410, to AVENIR DEVELOPMENT, LLC, a Florida limited liability company ("Grantee"), with an address at with an address at 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33146

(Whenever used herein the terms "Grantor" and Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, remises, releases and quit claims to Grantee, its successors and assigns forever, that certain real property, situate in Palm Beach County, Florida, more particularly described as follows (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever.

[SIGNATURE AND ACKNOWLEDGMENTS APPEARS ON NEXT PAGE]

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

WITNESSES:

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

Print Name: Milagros De Agüero
Address: 550 Biltmore Way, #1110
Coral Gables, FL 33134

By: _____
Name: Virginia Cepero
Title: Chairperson

Print Name: Clara L. Diaz
Address: 550 Biltmore Way, #1110
Coral Gables, FL 33134

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of January, 2024, by Virginia Cepero, as Chairperson, on behalf of the District. The above-named individual is ☒ personally known to me or ☐ has produced _____ as identification

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the ____ day of January, 2024.

(Notary Seal)

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

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.

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.

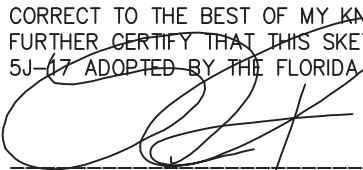
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

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



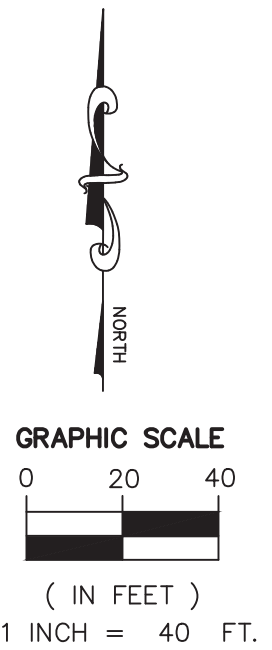
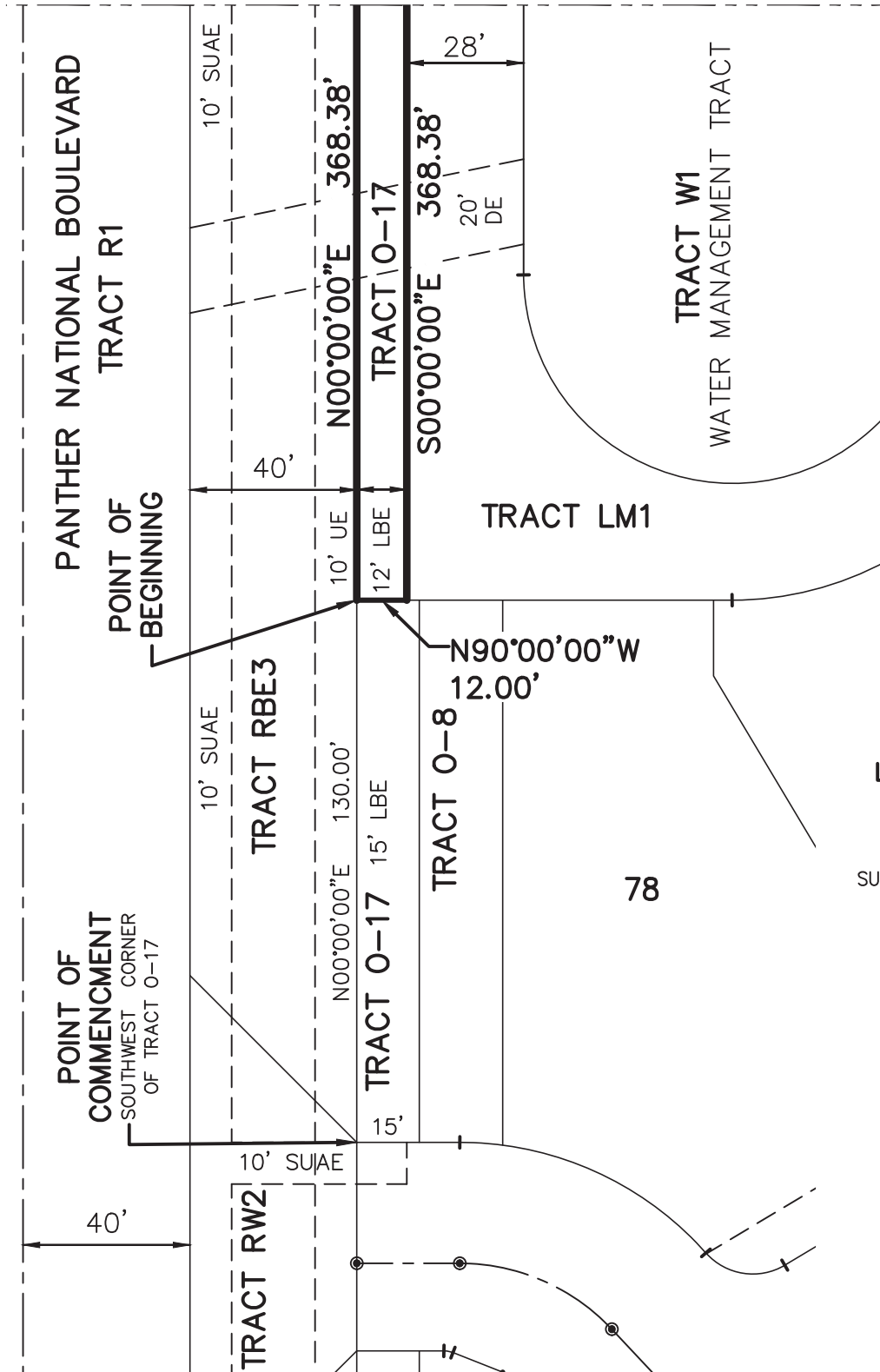
CAULFIELD & WHEELER, INC.

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

**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 3



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'
 $\Delta=59^{\circ}03'01''$
 L=103.06'

R=88.00'
 $\Delta=59^{\circ}03'01''$
 L=90.69'

R=262.00'
 $\Delta=28^{\circ}06'02''$
 L=128.50'

28'

PANTHER NATIONAL BOULEVARD
 TRACT R1

10' SUAE

20' DE

30' DE

TRACT RBE3

10' UE

368.38'

N00°00'00"E

10' UE

TRACT O-17

S00°00'00"E

12' LBE

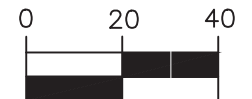
368.38'

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

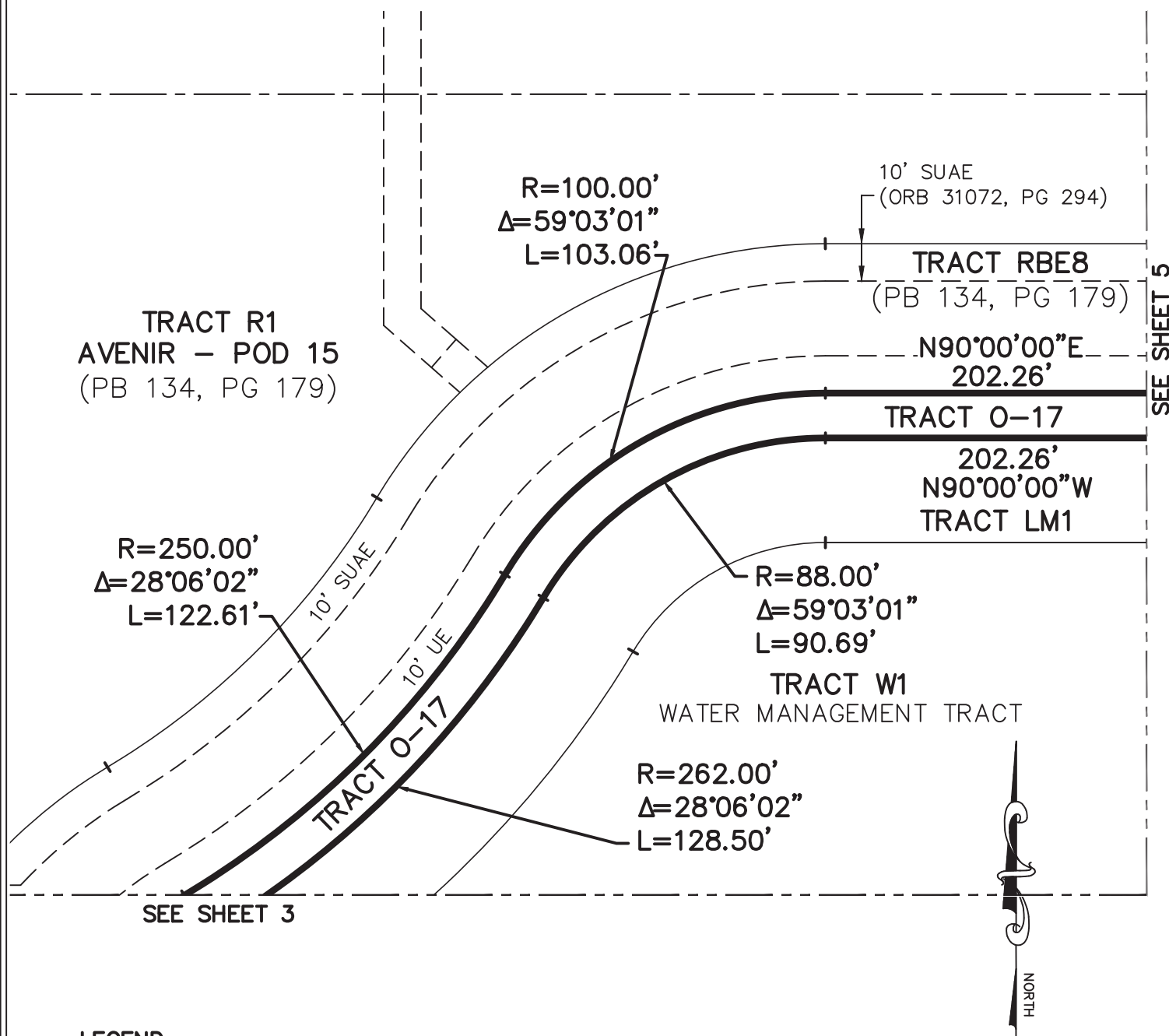
SHEET 3 OF 5



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

GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

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

**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

AVENIR DRIVE

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

10' SUAE
(ORB 31072,
PG 294)

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

NORTH LINE OF TRACT O-17
(BEARING BASIS)

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

202.26'

10' UE

TRACT RBE8
(PB 134, PG 179)

TRACT O-17

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

202.26'

12' LBE

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'

15' LBE

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

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

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

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*Monthly Managers Report
January 25, 2024*

Date of Report: 1/18/2024

Submitted by: Richard Salvatore

○ **Completed Tasks**

- The previously approved Winter Annual flower rotation has been completed.
- Tree trimming of low hanging palms and coconuts has been completed.
- The gym equipment quarterly maintenance has been completed.
- The Annual fire inspection was completed; Clubhouse passed.
- Final walkthrough of access control project has been completed; final adjustments being considered before work begins.

○ **Ongoing Tasks**

- Removal of dead/dying landscaping around the clubhouse and amenities; replacement with like materials by Arazoza.
- Request to exit device” for gym double doors has been installed per fire code.
 - Definitive Electronics is finalizing the permits and scheduling the inspection of previously completed access control work for the gym after-hours access.

○ **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.
- 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.
- 2024 Handbook Revisions are underway, to be presented at February Meeting.
- “Avenir” Emblemized entry rugs are being designed, proofs to be provided and brought for approval in February meeting.

○ **Proposals for consideration**

- See handout containing proposals for a complete landscaping overhaul (Pool Deck, Parking lot, Playground) recommended by Pepe from Arazoza: Total: \$22,000
- See handout for the access control tennis gate installation proposal: Total \$4,400
- See handout for inquiry to operate a restaurant in the Avenir Clubhouse from

Lifestyle Directors Report

Date of Report: 1/18/2024

Submitted by: Patrice Chiaramonte

Completed Events:

Holiday Boutique: Saturday, 12/2

- The Avenir clubhouse hosted it's own indoor vendor market. Jewelry, crafts, baked goods, etc were all available for purchase from local vendors. Over thirty residents came to shop for this event. This event will be happening again in February and will incorporate a more diverse range of vendors!



Food Truck Friday: Friday, 12/8

- Over 70 residents came out for Food Truck Friday to enjoy time with their neighbors and food which could be purchased from Melted madness; a South Florida favorite! Residents loved the convenience of having a food truck in their backyard!



Sleigh All Day: Saturday, 12/9

- Over 200 residents participated in this year's holiday party. Kids enjoyed a meet and greet with Santa, a gingerbread house obstacle course, face painter, and balloon artist! Adults enjoyed a live duet performance on the Café pavilion, a cash bar, and Italian Cuisine catering services from Lynoras of West Palm Beach.



New Years Resolutions Comedy Show: Saturday 12/30

- Over 100 residents showed up for an evening of laughs, cries, and more laughs! The evening started out with a live musical duet and cash bar, followed by three separate comedian acts during the second hour.



Teen Night: Friday, 1/5

- An evening for the Teens of Avenir to meet their neighbors, make friends, and do some arts and crafts! They enjoyed music, snacks, making friendship bracelets, and airbrushed apparel.



Casino Night: Friday, 1/12

- Over 60 residents came to Avenir's very first Adult Only Casino Night! Residents enjoyed Poker, roulette and blackjack, all of which were ran by professional dealers who were there to teach and run the games, and of course music and light bites!



2024 Vision Board Workshop: Saturday, 1/13

- Over 22 residents came to Avenir's first "Vision Board Workshop" where a local artist helped them design a board containing reminders of their 2024 goals.



Upcoming Events:

- Sunet & Sips Food Truck and Neighbor Mingle: **Friday, 1/19**
- Kids Paint Day: **Thursday, 1/25**
- Adult Paint Night: **Friday, 2/2**
- Green Market & Fit Fest: **Saturday, 2/3**
- Adults Valentines Couples Game Show: **Friday, 02/9**
- Superbowl Livestream & Food Truck Night: **Sunday, 02/11**
- Toddler Music Class: Saturday: **Saturday, 02/17**

Ongoing Weekly Programming:

- **Every Tuesday** of February: Kids Afterschool Art Program
- **Every Thursday and Saturday**: Open Play Pickleball
- **Monday, Wednesday, Friday, Saturday**: Fitness Class Offerings

Field Operations Manager Report

Date Submitted: 1/18/24

Submitted by: Jorge Rodriguez

Completed Tasks

- The wooden bench seating area has been pressure washed and retreated with teak oil.
- The fire pit ignition and board have been replaced; firepit is now operational.
- Exterior touch up paint has been completed.
- The loungers and chairs at the pool deck have been pressure washed.
- 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 clubhouse, within tennis and pickleball courts, and down Avenir drive are emptied and cleaned as needed
- All exterior lights fixtures are inspected nightly, Interior lights daily.
- The 6 Clay Tennis Courts are raked and rolled three times every week. (Mon, Wed, Fri)
- All 8 hard floor Tennis Courts and pickleball courts are blown daily to clean debris.
- All Clubhouse grounds including parking lots, sidewalks, pool deck, playgrounds, etc are blown daily.
- The playgrounds are being pressure washed weekly. All the equipment safety checked and tightened.
- All pools, splash pad, spa, and fountains are maintained daily to FL DoH standards.
- All the outside recessed lighting covers have been removed and cleaned, removing all bugs and webs.

Current and Ongoing Project

- The aerobics room will close for one day in February to receive a fresh coat of paint, and to clean and stain remove the wooden floor.
- Kast Construction has been contacted about a roof leak affecting the men's and women's west bathrooms.
- Kast Construction has been contacted about an abnormal amount of exterior step lights failing at the same time due to improper installation.