



**AVENIR  
COMMUNITY DEVELOPMENT  
DISTRICT**

**CITY OF PALM BEACH GARDENS  
SPECIAL BOARD MEETING  
FEBRUARY 29, 2024  
12:30 P.M.**

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

[www.aveniredd.org](http://www.aveniredd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**AVENIR COMMUNITY DEVELOPMENT DISTRICT**  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
**SPECIAL BOARD MEETING**  
February 29, 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. January 25, 2024 Regular Board Meeting
- G. Old Business
- H. New Business
  - 1. Consider Approval of Seventh Supplement Engineer Report (Parcel A-18)
  - 2. Consider Approval of Master Special Assessment Methodology Report - Infrastructure Project Special Assessment Bonds for Assessment Area Two- Parcel A-18 Project
  - 3. Consider Resolution 2024-01 – Declaring Special Assessments (A-18) (Series 2024 A Bonds)
  - 4. Consider Resolution 2024-02 – Setting Public Hearing on the Levy Non Ad-Valorem Assessments (Series 2024 A Bonds)
  - 5. Consider Resolution 2024-03 – Declaring Special Assessments (A-18) (Series 2024 B Bonds)
  - 6. Consider Resolution 2024-04 – Setting Public Hearing on the Levy Non Ad-Valorem Assessments (Series 2024 B Bonds)
  - 7. Consider Approval of H&J Lake Bank Not-to-Exceed Proposal
  - 8. Consider Approval of Crown Castle Fiber Relocation Agreement (Northlake Phase 1)
  - 9. Consider Approval of SFP Underground Contract – Spine Road Phase 6
  - 10. Consider Approval of SPF Underground Utilities, Inc. Change Order No. 1 Spine Road Phase 5
  - 11. Consider Approval of Arazoza Brothers Corporation Change Order No. 2 Spine Road Phase 5
- I. Consent Agenda
  - 1. Consider Ratification of FPL LED Lighting Agreement-WR 12818980 Spine Phase 6
  - 2. Consider Ratification of FPL Facilities Phase 5 WR 1223665 & 12345908
  - 3. Consider Ratification of FPL Underground Distribution WR 12253665 Spine Phase 5
  - 4. Consider Ratification of FPL Underground Distribution WR 12819184
  - 5. Consider Ratification of JW Cheatham Change Order No. 5 Northlake Blvd. Phase 2
- J. Clubhouse
  - 1. Clubhouse Management Update
- K. Administrative Matters
- L. Board Member Comments
- M. Adjourn

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune  
News Herald | The Palm Beach Post  
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

## **PROOF OF PUBLICATION**

Laura Archer  
Avenir CDD

2501 Burns RD # A  
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

02/19/2024

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

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Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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Notary Public  
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### AVENIR COMMUNITY DEVELOPMENT DISTRICT NOTICE OF SPECIAL BOARD OF SUPERVISORS' MEETING

The Board of Supervisors (the "Board") of the Avenir Community Development District (the "District") will hold a Special Board Meeting on February 29, 2024, at 12:30 p.m. in The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 for the purpose of considering any business that may properly come before the Board.

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

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

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Special Board Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

AVENIR COMMUNITY  
DEVELOPMENT DISTRICT  
www.avenircdd.org

9846899 2/19/24

**AVENIR COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
JANUARY 25, 2024**

**A. CALL TO ORDER**

The January 25, 2024, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:30 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in the *Palm Post* on October 13, 2023, as part of the District’s Fiscal Year 2023/2024 Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance: 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.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

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

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

**F. APPROVAL OF MINUTES**

**1. November 30, 2023, Special Board Meeting**

The minutes of the November 23, 2023, Special Board Meeting were presented for consideration.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously approving the minutes of the November 20, 2023, Special Board Meeting, as presented.

**I. OLD BUSINESS**

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

**J. NEW BUSINESS**

### **1. Consider Fifth Amendment to Fifth Supplemental Report (Assessment Area Two)**

Mr. Pawelczyk explained that this report was for Tract O-17. The tract should have been conveyed to the HOA, not the District. This report acknowledges that the tract is going back to the HOA, and that Avenir Development has conveyed other property to the District at no cost. The report concludes that the District is gaining more property than it paid for.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the Fifth Amendment to the Fifth Supplemental Report (Assessment Area Two), as presented.

### **2. Consider Avenir Spine 5 Agreement (SPF Underground)**

Mr. Ballbe explained that this work was done for FPL in the amount of \$285,000.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopes and passed unanimously approving the Avenir Spine 5 Agreement (SPF Underground), as presented.

### **3. Consider Panther National Entry Feature Agreement (Stofft)**

Mr. Ballbe explained that this work was required to construct the Panther National entry feature, noting that it was the same architect who designed the other entries.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously approving the Panther National Entry Feature Agreement (Stofft), as presented.

## **I. CHANGE ORDERS**

### **1. Consider Ratification of JW Cheatham Northlake Phase 2 – Change Order No. 4**

Ms. McConnell explained that Change Order No. 4 extended the timeline and finalizes changes completed during the contract thus far in the amount of \$79,735.

A motion was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously ratifying the JW Cheatham Changer Order No. 4 in the amount of \$79,735 for Northlake Phase 2.

### **2. Consider Northlake Boulevard Phase One Change Order #1 (JW Cheatham)**

Ms. McConnell explained that Change Order No. 1 extended the timeline by 35 days and was for work done to the Coconut Boulevard intersection in the amount of \$254,703,

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously approving Change Order #1 from JW Cheatham in the amount of \$254,703 for the Coconut Boulevard intersection.

### **3. Consider Phase Two Earthwork Contract – CO#17 Revisions**

Mr. Ballbe explained that Change Order No. 17 was previously approved. However, this revision will ratify the change order for a lower amount.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously ratifying CO #17 for the Phase Two Earthwork Contract, as presented.

**J. CONSENT AGENDA**

**1. Consider Ratification of Proposal for Geotechnical Exploration for Pod 18**

Mr. Ballbe explained that SFWMD asked the District to do exploration work on what is in the District-owned lake banks.

**2. Consider Ratification of Tract O-17 Deed**

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed approving Consent Agenda items 1 and 2.

**K. CLUBHOUSE**

**1. Clubhouse Management Update**

Mr. Salvatore provided proposals from Arazoza for landscape replacements, which would replace the landscaping that is not thriving with items that have proven to do well. A brief discussion ensued regarding the possibility of changing landscape maintenance providers.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed approving Arazoza's proposal to replace landscaping at the clubhouse in the amounts of \$7,732 and \$5,445.

Mr. Salvatore noted that the proposal from Supervisor Fence and Rail to install the tennis and pickle ball area fence and gate was \$4,104.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed approving Supervisor Fence and Rail's proposal and authorizing staff to move forward with the project.

Ms. Chiamonte provided an update on recent social events at the clubhouse, noting that the next big event would be the "Hop into Spring" event. It was suggested that a golf cart decorating competition be made part of the event.

Mr. Salvatore explained that he was approached by a resident who runs restaurants asking if the District would be interested in allowing him to open a restaurant at the clubhouse. Discussion ensued, with the Board noting that there was currently no furniture. It was suggested that a poolside service be explored, noting that it could not be made available to the general public, but rather, only to clubhouse patrons. The Board consensus was to entertain the idea, provided it could be done within the District's parameters.

**L. ADMINISTRATIVE MATTERS**

Mr. Pierman noted that the next meeting would be held in February

**M. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

**N. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Ms. Schechter, seconded by Mr. Horowitz and passed unanimously adjourning the Regular Board Meeting at 1:03 p.m.

**ATTESTED BY:**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice-Chair

**AVENIR  
COMMUNITY DEVELOPMENT  
DISTRICT**



**AVENIR**

**SEVENTH SUPPLEMENTAL ENGINEER'S  
REPORT**

(PARCEL A-18 PROJECT)

*Prepared for:*

Board of Supervisors  
**AVENIR Community Development District**

*Prepared by:*



**BALLBÉ & ASSOCIATES, INC.**  
2737 N.E. 30<sup>th</sup> Place  
Fort Lauderdale, FL 33306  
(954) 491-7811

*Project Number:*  
202033

February 29, 2024



**TABLE OF CONTENTS**

PART I INTRODUCTION ..... 1

PART II GENERAL PROPERTY INFORMATION ..... 2

PART III PLANNED IMPROVEMENTS ..... 5

PART IV PERMITTING, OWNERSHIP AND MAINTENANCE ..... 8

PART V COST SUMMARY ..... 10

PART VI CONCLUSION ..... 12

**LIST OF EXHIBITS**

Exhibit 1	Location Map / CDD Boundary
Exhibit 2	Assessment Area Two Plan
Exhibit 3	Parcel A-18 Sub-Assessment Area Plan
Exhibit 4	Parcel A-18 Survey
Exhibit 5	Avenir – Pod 15 Recorded Plat
Exhibit 6	Parcel A-18 Legal Description
Exhibit 7	Avenir Pod 18 Site Plan

## **PART I:      INTRODUCTION**

This Seventh 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" or "CDD") for the purposes of providing the status of the permitting and cost estimates of certain site infrastructure improvements related to a defined area within the District herein referred to as **Parcel A-18** (the "Project"), located in Avenir Parcel A-18 within Assessment Area Two as depicted on the attached *Exhibit 2*. Such area is referred to herein as the "Parcel A-18 Sub-Assessment Area" as depicted on the attached *Exhibit 6*.

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

This Report summarizes the extent, nature, cost and benefits of the proposed infrastructure improvements for the 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 may have included public officials, public entities and representatives of Kenco Communities at Avenir II, LLC, Special District Services, Inc. (the "District Manager") and other professionals and contractors.

**PART II: GENERAL PROPERTY INFORMATION**

A. Location

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

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

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

B. General Information

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

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

C. Parcel A-18 Sub-Assessment Area General Information

The Project will be constructed in one or more phases and the District intends to construct and finance the following infrastructure improvements:

<b>Improvement Description</b>
Water Management
Water Distribution and Sewage Collection System
Landscape & Irrigation
Walls, Hardscape & Sidewalks

Below please find the planned use for the Project within the corresponding Parcel A-18 Sub-Assessment Area within Assessment Area Two:

<b>Parcel I.D.</b>	<b>Product/Use</b>	<b>No. of Units</b>
A-18	80'x130' residential lot	32
A-18	80'x140' residential lot	72
<b>Total Number of Units =</b>		<b>104</b>

The infrastructure improvements required for the Parcel A-18 Sub-Assessment Area consist of public improvements, community facilities and basic infrastructure needed to serve that sub assessment area. Said improvements will be funded by the in part by District by the issuance of its Special Assessment Bonds in one or more series (the "Bonds"). Certain portions of the Project will be financed by the Bonds, the interest rate of which will be included in gross income for federal income tax purposes (herein, the "Taxable Bonds").

Following please find a description of the *public* improvements to be funded by the District with this bond issuance:

1. Bonds

The Bonds will fund the public infrastructure improvements for the Project consisting of the following:

- Water management and erosion control and easements to be maintained by the CDD (excludes costs of transporting to, and placement of, fill on private lands).
- Site preparation drainage system, excluding any grading on private lands, including with initial construction of lots and home construction.
- Water distribution system and impact fees.
- Sewage collection system and impact fees.
- Curb and gutter that are part of the water management system.
- Landscape and irrigation in areas to be owned and maintained by the CDD located in front of the gate.
- Landscape buffer areas located in front of the gate.
- Paths and sidewalks in common areas and easements to be maintained by the CDD
- Parks
- Common area landscape and irrigation
- Perimeter walls/fences
- Mail kiosk
- Parks and common area hardscape
- Entry walls & gates at Panther National Boulevard
- Permit fees, water and sewer capacity charges, soft cost for professional design, management fees, improvements related soft cost associated with the development that may be financed with the Bonds.

### **PART III: PLANNED IMPROVEMENTS**

Following is a brief summary of the anticipated public infrastructure improvements, representing the Project, to be constructed for the benefit of the District:

#### *A. Water Management & Erosion Control*

Pursuant to the Conceptual Environmental Resources Permit issued by South Florida Water Management District for the Avenir development, the Project is required to provide a series of culverts and catch basins to route the surface water runoff to the existing lakes owned by the CDD. Also, the land needs to be graded towards the roads for erosion control purposes and a pollution and sedimentation control plan needs to be implemented for the duration of the construction of the required improvements. The road rights-of-way will need to be graded to meet water management requirements.

#### *B. Sewage Collection System*

The Project is located within the Seacoast Utility Authority ("SUA") sewer service area. Subject to prevailing fees, charges, policies and practices, SUA proposes to provide sanitary sewer service collection, distribution and treatment. Currently, SUA does not have the facilities in place to service the site and therefore, will be providing service thru the existing Interlocal Agreement Between Palm Beach County and Seacoast Utility Authority for the Purchase and Sale of Bulk Potable Water and Wastewater Service. Seacoast Utility Authority will require the payment of capacity charges prior to approving the construction drawings for the proposed system.

#### Existing and Proposed Sewage Collection Improvements

The proposed improvements for the sewage collection system comprising a portion of the Project consists of a network of gravity mains and sewer services which will collect and discharge the generated sewage flow from the residential units within Parcel A-18 Sub-assessment area to an existing gravity main located on Panther National Boulevard. The generated flow will discharge to an existing pump station located adjacent to the Project.

#### Existing Sewage Treatment Facilities

Sewage treatment will be provided by the East Central Regional Wastewater Treatment Facilities Operation Board ("ECR") which is funded and governed by a board comprised of the representatives of the entities served by that facility, namely: the City of West Palm Beach, the City of Lake Worth, the City of Riviera Beach, the Town of Palm Beach, and the County. The ECR is licensed to function

under specific guidelines by the State of Florida and the U.S. Environmental Protection Agency.

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

#### Regulation Compliance

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

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

#### C. *Water Distribution System*

The Project is located within the Seacoast Utility Authority domestic water service area. Subject to prevailing fees, charges, policies and practices, SUA proposes to provide domestic water service, distribution, and treatment. Currently, SUA does not have the facilities in place to service the site and therefore, will be providing service thru an existing Interlocal Agreement Between Palm Beach County and Seacoast Utility Authority for the Purchase and Sale of Bulk Potable Water and Wastewater Service. Seacoast Utility Authority will require the payment of capacity charges prior to approving the construction drawings for the proposed system.

#### Existing and Proposed Water Distribution System Improvements

The proposed improvements for the water distribution system comprising the Project consists of the installation of a water main, fire hydrants and water services. The system will be connected to an existing water main located along Panther National Boulevard.

#### Regulation Compliance

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

- Seacoast Utility Authority
- Palm Beach County Water Utilities Department
- City of West Palm Beach
- Palm Beach County Health Department



- Florida Department of Environmental Protection
- City of Palm Beach Gardens

*D. Access Roads*

In order to comply with the water management requirements for the Project, a stabilized access road needs to be provided and graded to direct the surface water runoff to the catch basins. Also, as required by the permitting agencies and the City of Palm Beach Gardens Code of Ordinances, the road will provide access to the public utility providers during construction of the public improvements (Fire/Police/EMS). The roadway components include, but are not limited to, grading the road right-of-way and curbing which are related to the storm water management system. These improvements will be located within the Parcel A-18 Sub-Assessment Area and will benefit the assessable land.

*E. Landscape, Buffers, Paths, Sidewalks and Irrigation*

Pursuant to the City's approved site plan for the Project, the landscape, buffers, paths, sidewalks and irrigation improvements in common areas and easements to be owned or maintained by the CDD will be constructed to meet the conditions of approval in accordance to local regulations. Only landscape, buffers, paths, sidewalks and irrigation improvements outside of the hard gate will be financed with the proceeds of the Bonds, will be located within the Parcel A-18 Sub-Assessment Area and will benefit the assessable land.

*F. Hardscape and Walls*

Pursuant to the City of Palm Beach Gardens approved site plan for the Project, the entry features and perimeter buffer walls, security and sound barrier walls/fences and soft gates in common areas and easements to be owned or maintained by the CDD will be constructed to meet the conditions of approval in accordance to in accordance to local regulations. These improvements will be financed with the Taxable Bonds, will be located within the Parcel A-18 Sub-Assessment Area and will benefit the assessable land.

**PART IV: PERMITTING, OWNERSHIP AND MAINTENANCE**

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

<b>Agency/Company</b>	<b>Permitting Jurisdiction</b>
City of Palm Beach Gardens	Roads, drainage system, entry feature, common area improvements, landscape and irrigation
Seacoast Utility Authority	Water and sewer
Palm Beach County Water Utilities Department	Water and sewer
Palm Beach County Health Department	Water and Sewer
Florida Department of Environmental Protection	Water and Sewer
City of Palm Beach Gardens Fire-Rescue	Water
City of Palm Beach Gardens	Roads, drainage system, entry feature, common area improvements, landscape and irrigation

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

Developer has submitted or will be submitting plans, applications and calculations for approval by the following permitting agencies:

- Seacoast Utilities Authority - Water and Sewer
- South Florida Water Management District - Environmental Resources Permit
- South Florida Water Management District - Dewatering Permit
- South Florida Water Management District - Water Use Permit
- City of West Palm Beach – Sewer capacity
- Palm Beach County Water Utilities Department – water and sewer transmission
- Palm Beach County Department of Health – water and sewer

Permits are expected to be obtained in the ordinary course.

The District will finance the construction and acquisition of the proposed improvements and will either retain or convey the public improvements to public agencies. Following please find a list of the estimated improvements along with the ownership and maintenance responsibilities:

<b>Required Improvement</b>	<b>Ownership</b>	<b>Maintenance</b>
Wastewater Collection System	Seacoast Utility Authority	Seacoast Utility Authority
Water Distribution System	Seacoast Utility Authority	Seacoast Utility Authority
Water Management System	Avenir CDD	Avenir CDD
Landscaping, Irrigation, Entrance Features, Security Walls, Hardscapes in Common Areas	Property Owner or under control by the District	Avenir CDD thru easement and agreement with Owner

**PART V: COST SUMMARY**

The planned improvements comprising The Project construction cost estimates to be financed by the District are as follows:

1. Bonds (other than the Taxable Bonds)

The estimated costs for the public infrastructure being funded by the District by the issuance of the Bonds are as follows:

<b>Item No.</b>	<b>Description</b>	<b>Total Estimated Cost</b>
1	Water Management	\$5,554,850
2	Water Distribution and Sewage Collection System	\$2,343,300
3	Landscape & Irrigation outside of gate	\$1,802,400
4	Perimeter wall	\$232,700
	<b>TOTAL =</b>	<b>\$9,933,250</b>

Soft Cost, Permit Fees, General Conditions:

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

2. Taxable Bonds

The estimated costs for the infrastructure comprising The Project being funded by the District by the issuance of the Taxable Bonds are as follows:

<b>Item No.</b>	<b>Description</b>	<b>Total Estimated Cost</b>
1	Landscape & Irrigation	\$1,025,000
2	Walls, Hardscape, Gate, Common Area & Sidewalks	\$2,891,800
	<b>TOTAL =</b>	<b>\$3,916,800</b>

Soft Cost, Permit Fees, General Conditions:

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

## **PART VI: CONCLUSION**

### *A. Benefits and Costs:*

The planned improvements described herein will provide a direct and special benefit to all owners of the properties and residential parcels within the Parcel A-18 Sub-Assessment Area. Also, the construction and maintenance of the improvements will benefit said owners and properties. In all cases the price to be paid by the District for the improvements comprising the Project will be the lower of the actual cost of such improvements or the fair market value.

### *B. Recommendations:*

The District will need to obtain revenues for the purpose of funding the construction of the required public improvements listed in this Report. The Bonds to be issued in one or more series and during a period in connection with the development of the Parcel A-18 Sub-Assessment Area will be secured by the levy of special assessments levied against the assessable lands in the Parcel A-18 Sub-Assessment Area within Assessment Area Two.

### *C. Modifications to the Report:*

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

Based on the information obtained to date and the recommendations listed in the reports prepared by various consultants associated with the Project, it is our opinion that as set forth in the approval requirements from the applicable governmental entities, the lands within the Parcel A-18 Sub-Assessment Area in the District can be developed for its intended use.

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

It is our opinion that the direct and special benefits to be received by the landowners and residents within the designated area securing the Bonds within the District as a result of the construction of the infrastructure constituting the improvements within the Parcel A-18 Sub-Assessment are at least equal to the cost thereof.

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

Sincerely,

**BALLBÉ & ASSOCIATES, INC.**

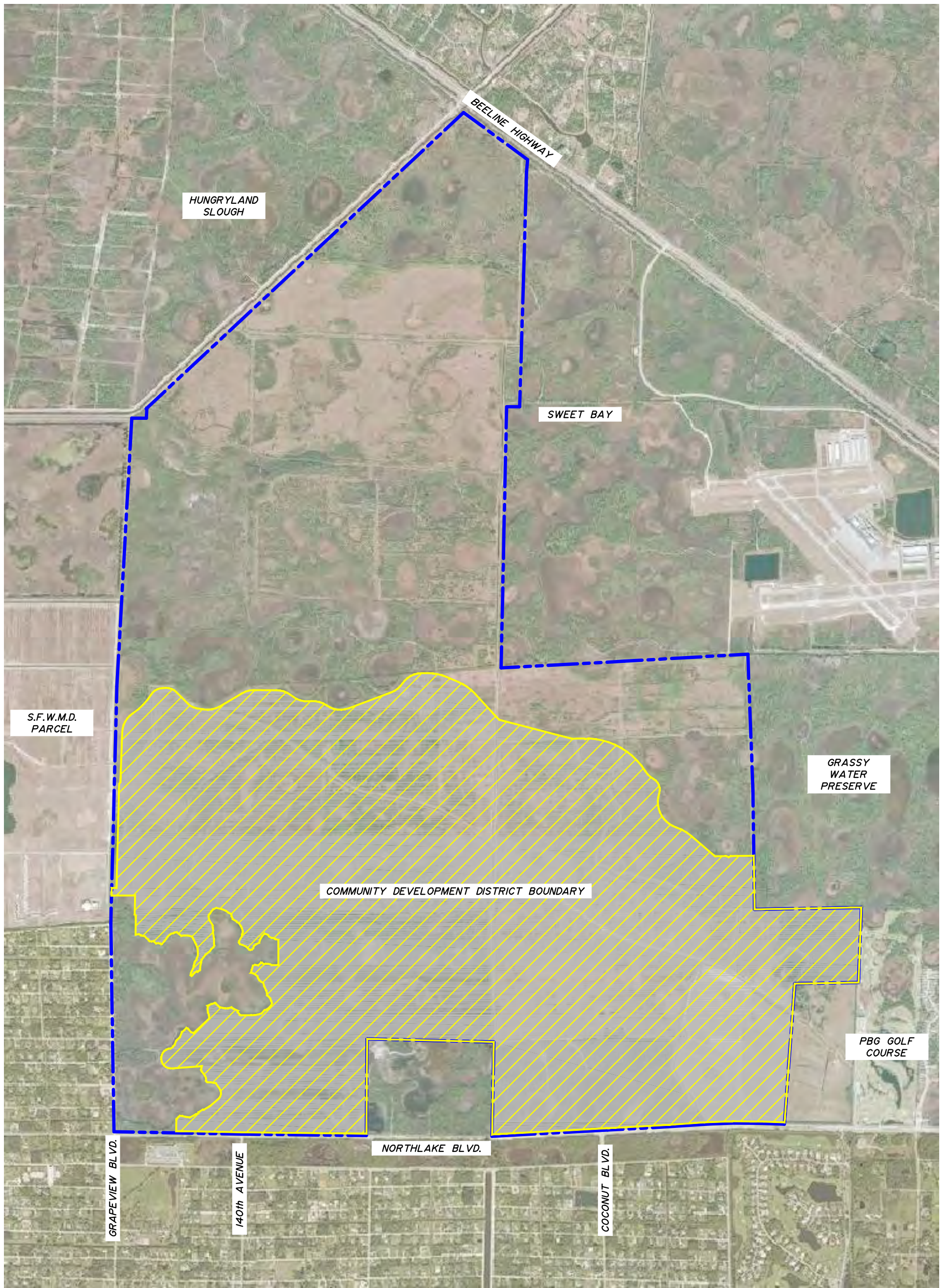
A handwritten signature in blue ink, appearing to read 'C. Ballbé', with a stylized flourish at the end.



February 29, 2024

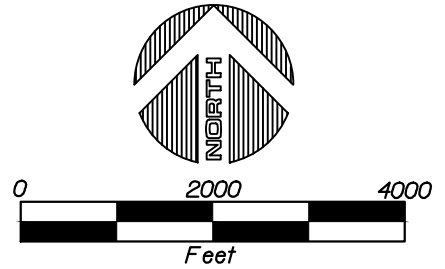
Carlos J. Ballbé  
For the Firm  
Registered Engineer No. 41811  
State of Florida

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



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

**BALLBÉ**  
 & ASSOCIATES  
 Civil Engineering • Planning • Surveying

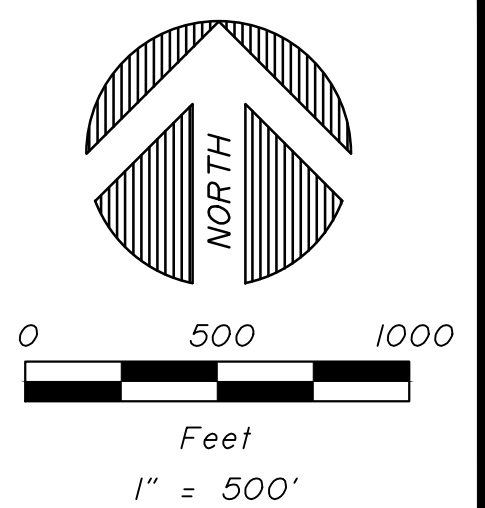
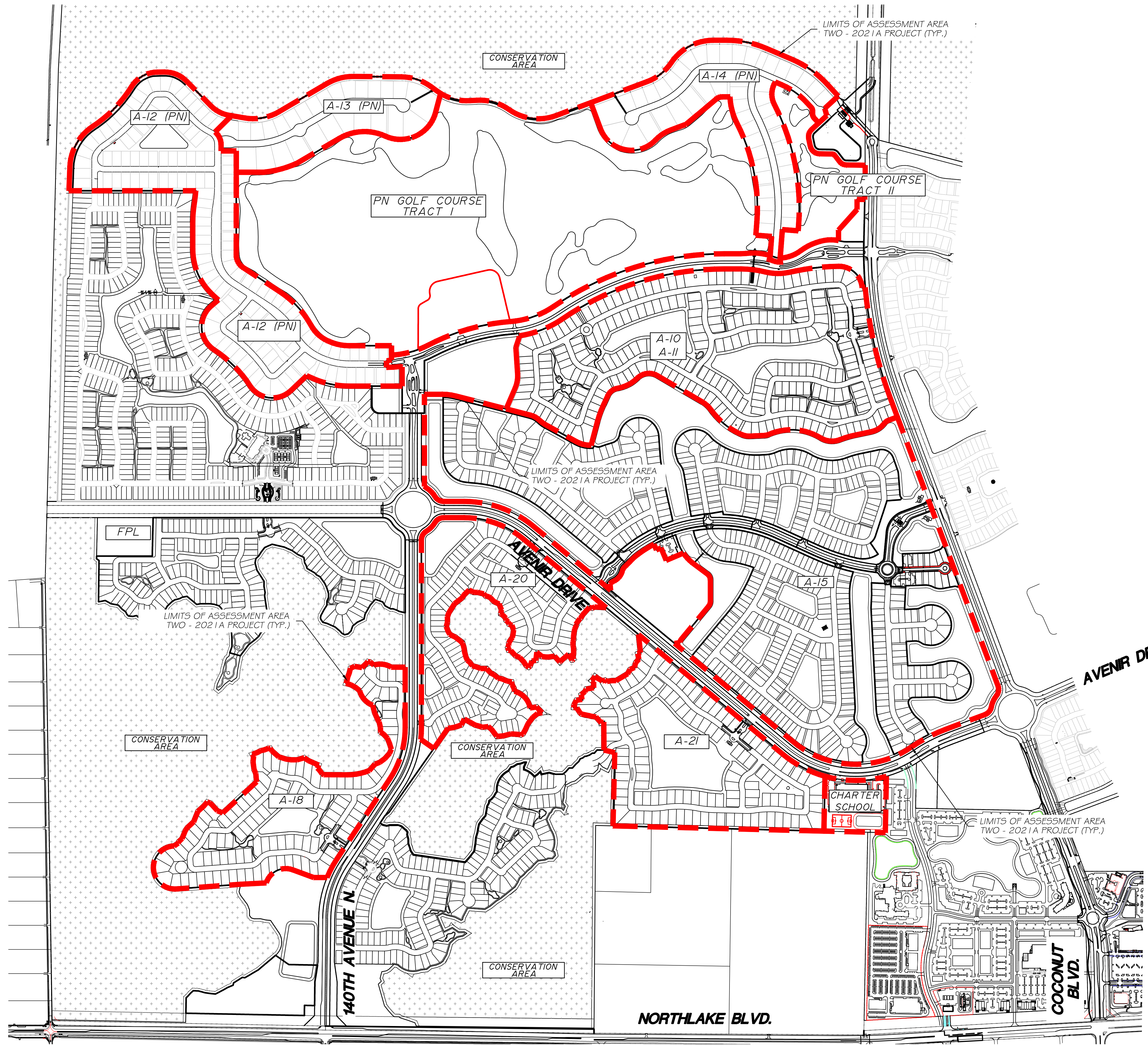
2737 Northeast 30th Place  
 Fort Lauderdale, Florida 33306  
 Phone: (954) 491-7811  
 Authorization No. EB-26343

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



**AVENIR**

Exhibit 2	Assessment Area Two Plan
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ASSESSMENT AREA TWO  
2021 A PROJECT

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: N/A Date: \_\_\_\_\_  
 Drawn by: C.J.B. Date: 9/2020  
 Checked by: N/A Date: \_\_\_\_\_

**BALLBÉ & ASSOCIATES**  
 Civil Engineering • Planning • Surveying

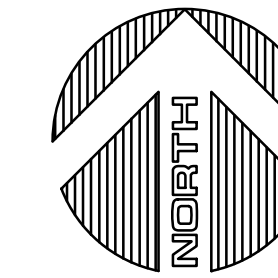
2737 Northeast 30th Place  
 Fort Lauderdale, Florida 33306  
 Phone: (954) 491-7811  
 Authorization No. CA26426

Engineer of Record: CARLOS J. BALLBÉ  
 Registered Engineer Number: \_\_\_\_\_  
 State of Florida: \_\_\_\_\_  
 Date: 08/21/2021  
41811

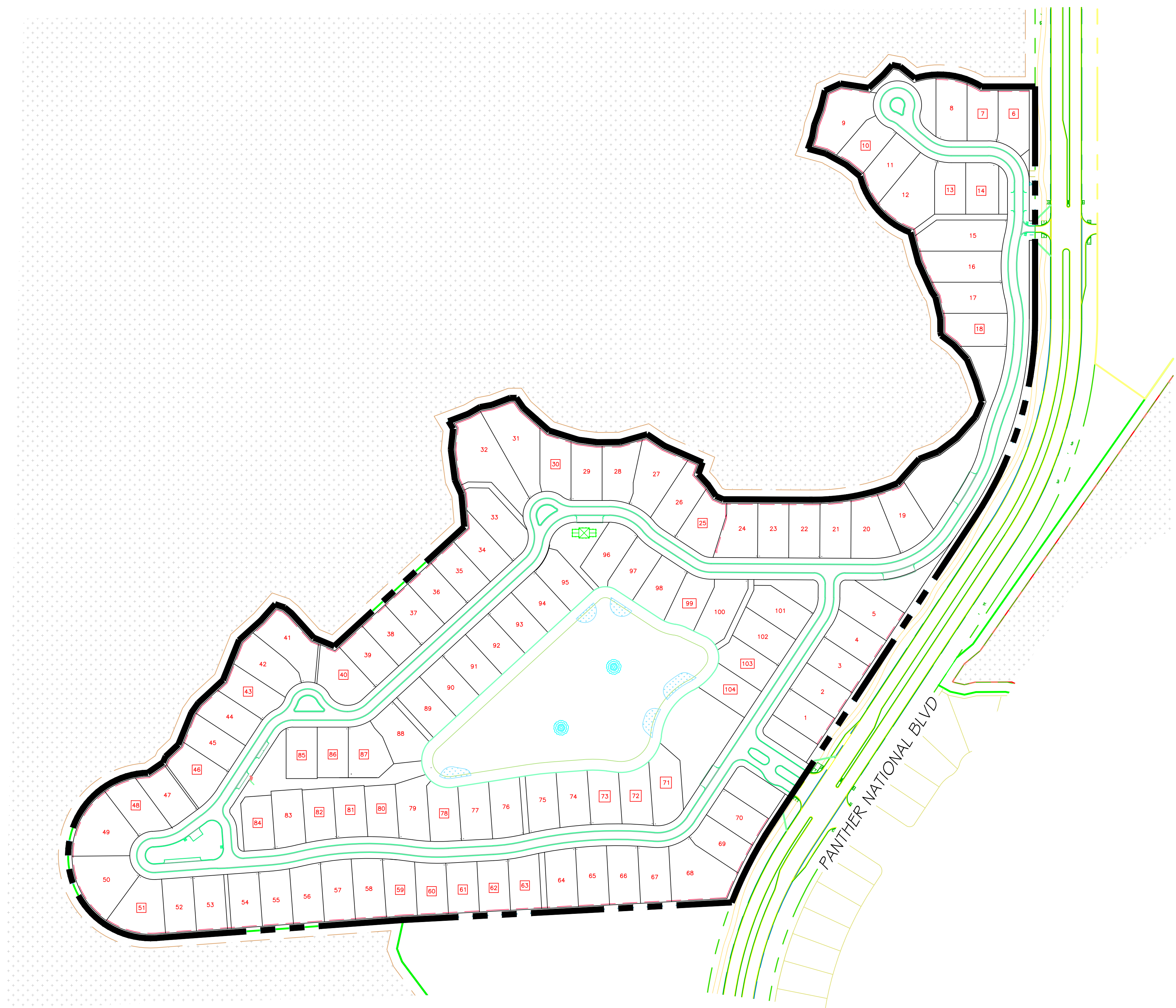
ASSESSMENT AREA TWO-2021 A PROJECT AREA PLAN  
 EXHIBIT 3  
 AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number:  
201622  
 Sheet Number:  
1 OF 1

Exhibit 3	Parcel A-18 Sub-Assessment Area Plan
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0 150 300  
Feet  
1" = 150'



—————  
AVENIR PARCEL A-18 SUB-ASSESSMENT AREA

PANTHER NATIONAL BLVD

NO.	DATE	BY	REVISION

Designed by: CJB Date: 2/2024  
 Drawn by: CJB Date: 2/2024  
 Checked by: \_\_\_\_\_ Date: \_\_\_\_\_



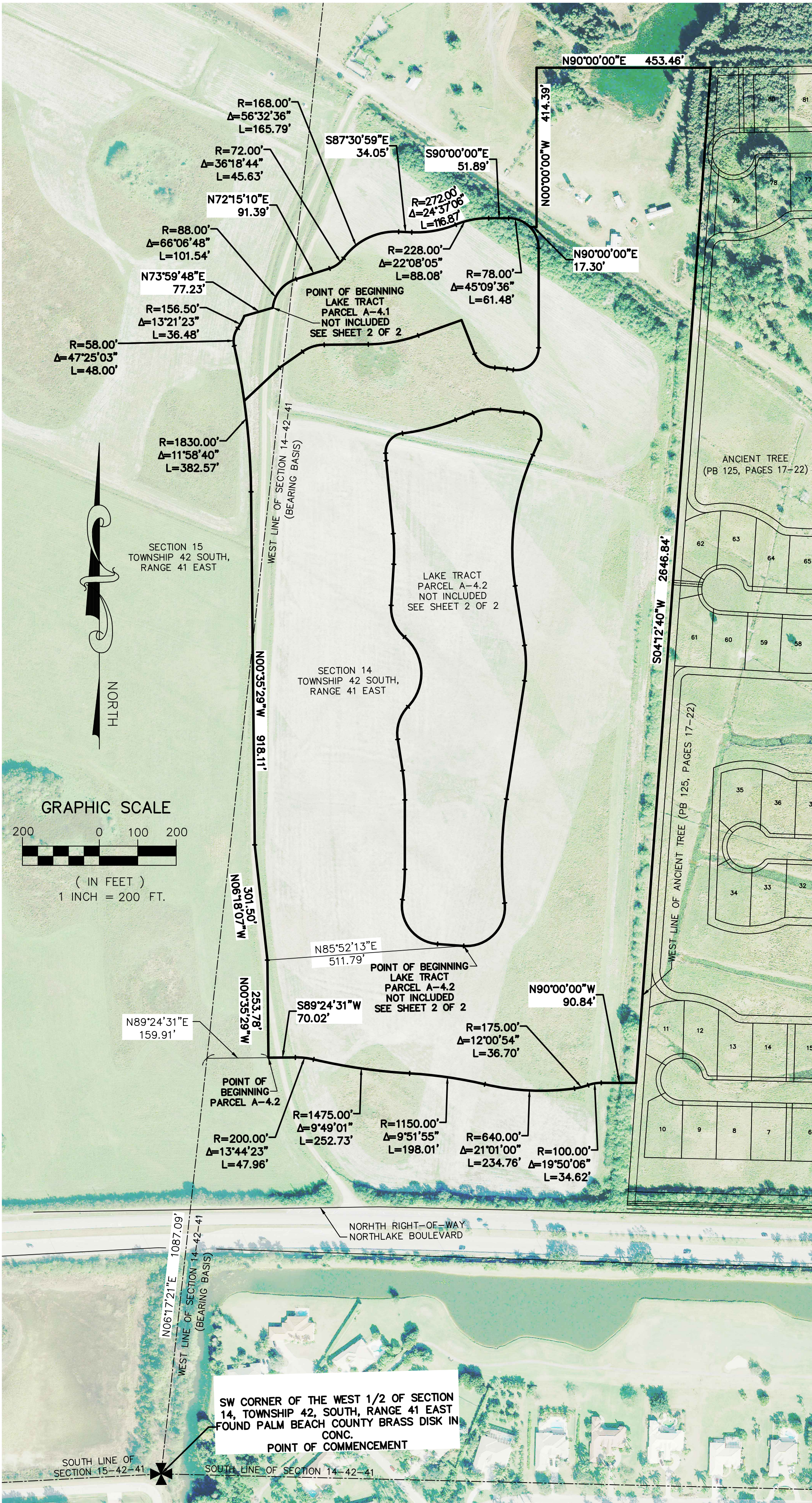
3564 N. Ocean Boulevard  
 Fort Lauderdale, Florida 33308  
 Phone: (954) 491-7811  
 Authorization No. CA-2646

Engineer of Record: CARLOS J. BALLBÉ  
 Registered Engineer Number: \_\_\_\_\_  
 State of Florida: \_\_\_\_\_  
 Date: 2/14/2024  
41811

AVENIR PARCEL A-18 SUB-ASSESSMENT AREA  
 AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number:  
201622  
 Sheet Number:  
1 OF 1

Exhibit 4	Parcel A-18 Survey
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**DESCRIPTION:**

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTIONS 14 AND 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 06°17'21" EAST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 1087.09 FEET; THENCE DEPARTING SAID LINE NORTH 89°24'31" EAST, A DISTANCE OF 159.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 253.78 FEET; THENCE NORTH 06°18'07" WEST, A DISTANCE OF 301.50 FEET; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 918.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1830.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°58'40", A DISTANCE OF 362.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 58.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°25'03", A DISTANCE OF 48.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 168.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°21'23", A DISTANCE OF 36.48 FEET TO A NON-TANGENTIAL LINE; THENCE NORTH 73°59'48" EAST, A DISTANCE OF 77.23 FEET TO A NON-TANGENTIAL CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 88.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 83°51'39" EAST; THENCE NORTHEASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°06'48", A DISTANCE OF 101.54 FEET TO THE POINT OF TANGENCY; THENCE NORTH 72°15'10" EAST, A DISTANCE OF 91.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 72.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°32'36", A DISTANCE OF 165.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°30'59" EAST, A DISTANCE OF 34.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 272.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°37'06", A DISTANCE OF 116.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 88.08 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°08'05", A DISTANCE OF 88.08 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 51.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 78.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°09'36", A DISTANCE OF 61.48 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 414.39 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 90.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°50'06", A DISTANCE OF 34.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°00'54", A DISTANCE OF 36.70 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 640.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°01'00", A DISTANCE OF 234.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°51'55", A DISTANCE OF 198.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1475.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°49'01", A DISTANCE OF 252.73 FEET REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°44'23", A DISTANCE OF 47.96 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°24'31" WEST, A DISTANCE OF 70.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,521,444 SF, 57.884 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

**LESS AND EXCEPT LAKE TRACT PARCEL A-4.1:**

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTIONS 14 AND 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 06°17'21" EAST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 1087.09 FEET; THENCE DEPARTING SAID LINE NORTH 89°24'31" EAST, A DISTANCE OF 159.91 FEET; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 253.78 FEET; THENCE NORTH 06°18'07" WEST, A DISTANCE OF 301.50 FEET; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 918.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1830.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°58'40", A DISTANCE OF 362.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 58.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°25'03", A DISTANCE OF 48.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 168.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°21'23", A DISTANCE OF 36.48 FEET TO A NON-TANGENTIAL LINE; THENCE NORTH 73°59'48" EAST, A DISTANCE OF 77.23 FEET TO A NON-TANGENTIAL CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 88.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 83°51'39" EAST; THENCE NORTHEASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°06'48", A DISTANCE OF 101.54 FEET TO THE POINT OF TANGENCY; THENCE NORTH 72°15'10" EAST, A DISTANCE OF 91.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 72.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°32'36", A DISTANCE OF 165.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°30'59" EAST, A DISTANCE OF 34.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 272.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°37'06", A DISTANCE OF 116.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 88.08 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°08'05", A DISTANCE OF 88.08 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 51.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 78.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°09'36", A DISTANCE OF 61.48 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 414.39 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 90.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°50'06", A DISTANCE OF 34.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°00'54", A DISTANCE OF 36.70 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 640.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°01'00", A DISTANCE OF 234.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°51'55", A DISTANCE OF 198.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1475.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°49'01", A DISTANCE OF 252.73 FEET REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°44'23", A DISTANCE OF 47.96 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°24'31" WEST, A DISTANCE OF 70.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 209,111 SF, 4.801 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

**LESS AND EXCEPT LAKE TRACT PARCEL A-4.2:**

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 14 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

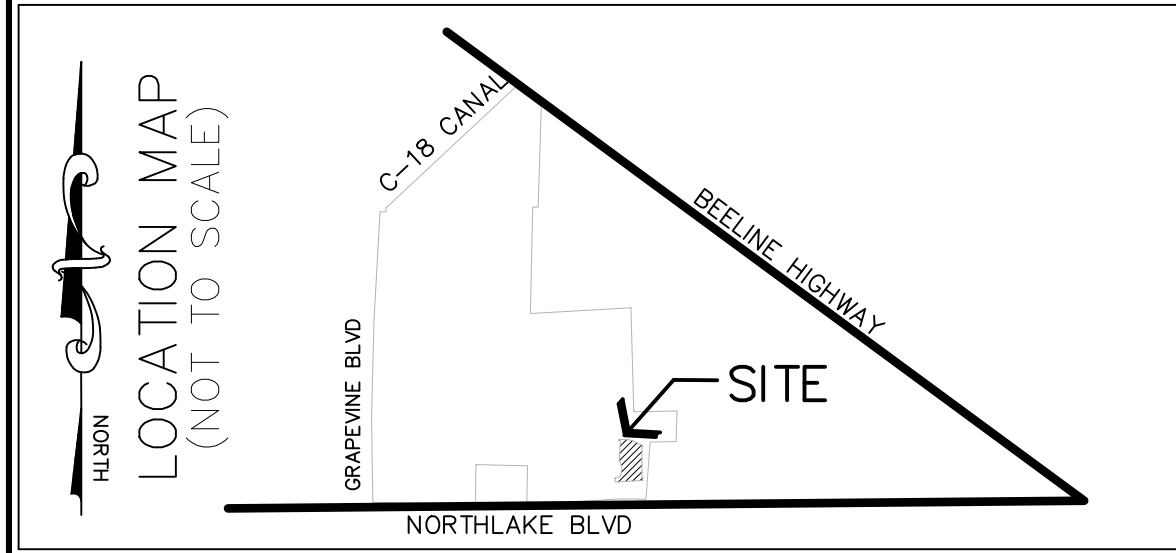
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 06°17'21" EAST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 1087.09 FEET; THENCE DEPARTING SAID LINE NORTH 89°24'31" EAST, A DISTANCE OF 159.91 FEET; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 253.78 FEET; THENCE NORTH 06°18'07" WEST, A DISTANCE OF 301.50 FEET; THENCE NORTH 00°35'29" WEST, A DISTANCE OF 918.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1830.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°58'40", A DISTANCE OF 362.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 58.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°25'03", A DISTANCE OF 48.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 180.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°46'27", A DISTANCE OF 76.57 FEET TO THE POINT OF TANGENCY; THENCE NORTH 08°46'27" WEST, A DISTANCE OF 82.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°9'56", A DISTANCE OF 165.51 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°35'55", A DISTANCE OF 91.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 125.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°16'13", A DISTANCE OF 203.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°01'59", A DISTANCE OF 92.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 03°35'14" EAST, A DISTANCE OF 107.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°07'38", A DISTANCE OF 79.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH 05°32'24" WEST, A DISTANCE OF 156.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 328.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°25'55", A DISTANCE OF 19.65 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°28'07", A DISTANCE OF 143.18 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 24°19'37" WEST, A DISTANCE OF 43.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 133.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°49'42", A DISTANCE OF 71.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 87.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°19'40", A DISTANCE OF 61.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 109°23'12", A DISTANCE OF 95.46 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 24°19'37" WEST, A DISTANCE OF 43.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°16'10", A DISTANCE OF 348.40 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 08°56'33" EAST, A DISTANCE OF 300.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°41'09", A DISTANCE OF 92.60 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 08°44'36" WEST, A DISTANCE OF 311.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°31'44", A DISTANCE OF 271.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100°59'48", A DISTANCE OF 176.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 405,922 SF, 9.139 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

THE FOLLOWING IS A PARTIAL LIST OF NUMBERED EXCEPTIONS WHICH CORRESPOND TO THE NUMBERED EXCEPTIONS CONTAINED IN SCHEDULE BII OF THE FIRST AMERICAN COMMITMENT FOR TITLE INSURANCE HAVING A FILE NO.: 2021-3897892, WITH AN EFFECTIVE DATE OF JANUARY 25, 2018 @ 8:00 A.M.

**SCHEDULE "BII" EXCEPTIONS**

- Reservation of one-half of the oil and mineral rights by Colorado Development company contained in Warranty Deed recorded in Deed Book 943, Page 333, Public Records of Palm Beach County, Florida; Said rights conveyed by instruments recorded in Book 899, Page 214; Book 1802, Page 266; Book 3710, Page 1109; Book 3710, Page 1111; Book 5302, Page 1896; Book 5302, Page 1897; Book 5302, Page 1898; Book 5302, Page 1774; Book 8320, Page 686; Book 8611, Page 1722 and Book 16747, Page 304; Reservation of ingress and egress easements contained in Agreement recorded in Book 2196, Page 717, Notice of access and exploration are released pursuant to Release of Surface Rights recorded October 21, 2012, in Book 25564, Page 1330, DOES NOT AFFECT.
- Amended Potable Water, Reclaim Water and Wastewater Utility Franchise and Service Area Agreement recorded October 21, 2014, Book 17664, Page 583. LEGAL DESCRIPTION AFFECTS ENTIRE SURVEY AREA.
- Notice of Interest of Seacoast Utility Authority recorded May 8, 2014, Book 26779, Page 403. LEGAL DESCRIPTION AFFECTS ENTIRE SURVEY AREA.
- Notice of Establishment of the Avenir Community Development District recorded February 8, 2017, recorded in Official Records Book 28883, Page 378. AFFECTS NOTHING TO PLOT.
- Final Judgment (CDD Bonds) recorded June 23, 2017, in Book 29178, Page 10 (as to all parcels). AFFECTS NOTHING TO PLOT.
- Blanket Communications Easement Agreement in favor of AV Broadband, LLC, a Florida limited liability company, recorded November 1, 2017, in Book 29442, Page 525. EASEMENT AFFECTS ENTIRE SURVEY AREA.
- Easement by necessity for ingress and egress to the "Lake Parcels" lessed out from both Parcels A-1 and A-3. NOTE: This exception will be deleted upon the recording of the plot(s) which create dedicated access to the "Lake Parcels". AFFECTS NOTHING TO PLOT.



**LEGEND/ABBREVIATIONS**

- ☉ - CENTERLINE
- Δ - DELTA (CENTRAL ANGLE)
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- DE - DRAINAGE EASEMENT
- L - ARC LENGTH
- LAE - LIMITED ACCESS EASEMENT
- LB - LICENSED BUSINESS
- LAE - LANDSCAPE BUFFERS EASEMENT
- LSF - LOT STATION EASEMENT
- O.R.B. - OFFICIAL RECORD BOOK
- FND PBC - FOUND PALM BEACH COUNTY SURVEY MONUMENT
- R - RADIUS
- RW - RIGHT-OF-WAY
- SF - SQUARE FEET
- SJAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT
- PRM - DENOTES PERMANENT REFERENCE MONUMENT
- 4" x 4" x 24" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "C&W PRM LB3591"
- - DENOTES PERMANENT CONTROL POINT
- ✚ - SECTION CORNER 1/4 CORNER

**CERTIFIED TO:**

AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY  
SOUTHEAST LEGACY INVESTMENTS LLC, A DELAWARE LIMITED LIABILITY COMPANY  
KENCO COMMUNITIES AT AVENIR, LLC, A FLORIDA LIMITED LIABILITY COMPANY  
FIRST AMERICAN TITLE INSURANCE COMPANY

**NOTES**

- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
- LANDS SHOWN HEREON WERE ABSTRACTED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 2021-3897892, WITH AN EFFECTIVE DATE OF JANUARY 25, 2018 AT 8:00 A.M. AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
- BEARINGS SHOWN HEREON ARE RELATIVE TO WEST LINE OF SECTION 14, TOWNSHIP 42 SOUTH, RANGE 41 EAST, SAID WEST LINE HAVING A GRID BEARING OF 068°17'21".
- THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE CAD FILE PROVIDED BY THE CLIENT.
- IMPROVEMENTS NOT LOCATED AT THE REQUEST OF THE CLIENT.
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- AERIAL OBTAINED FROM PALM BEACH COUNTY, FIGHT DATE SPRING OF 2017.
- FLOOD ZONE INFORMATION OBTAINED FROM PALM BEACH COUNTY AND FEMA, PANEL 1209900353 EFFECTIVE FLOOD ZONE X (OCTOBER 2017) OUTSIDE THE 500-YEAR FLOOD PLAIN.
- PLANS TO ITEM 15 OF TABLE A FROM THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS A RECTIFIED ORTHOPHOTOGRAHY AERIAL OBTAINED FROM PALM BEACH COUNTY, FIGHT DATE SPRING OF 2017 WAS USED AS THE BASIS FOR THE SHOWING THE LOCATION FOR THIS SURVEY.
- SUBJECT PROPERTY IS A PORTION OF THE AVENIR PROJECT SURVEYED BY CAULFIELD & WHEELER DATED OCTOBER 6, 2017. CORNERS NOT SET DUE TO ONGOING EARTHWORK.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED ALTA/NSPS LAND TITLE SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON DECEMBER 5, 2018. I FURTHER CERTIFY THAT THIS ALTA/NSPS LAND TITLE SURVEY 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. FURNESS, PSM  
PROFESSIONAL SURVEYOR & MAPPER #6272  
STATE OF FLORIDA - LB #3591

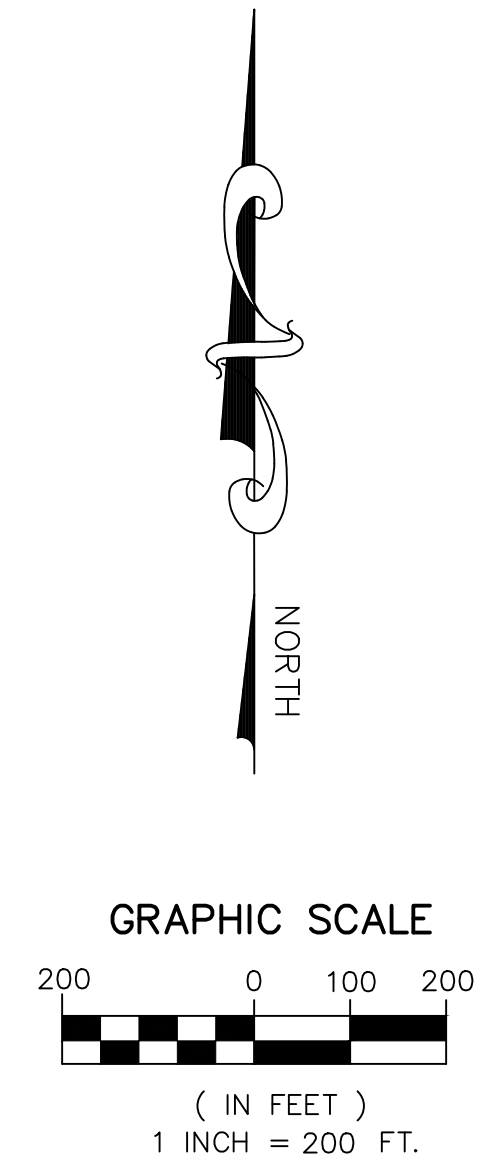
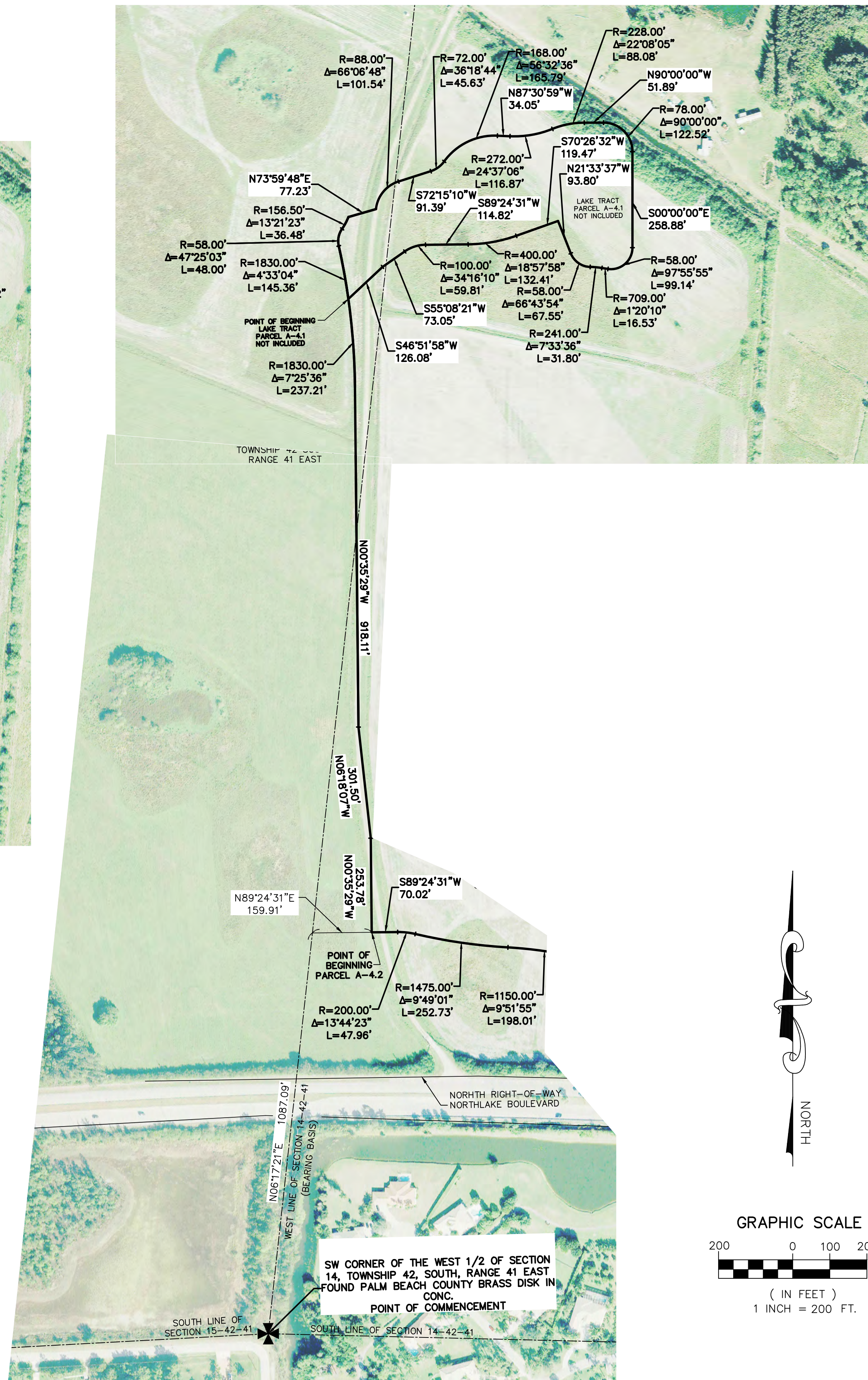
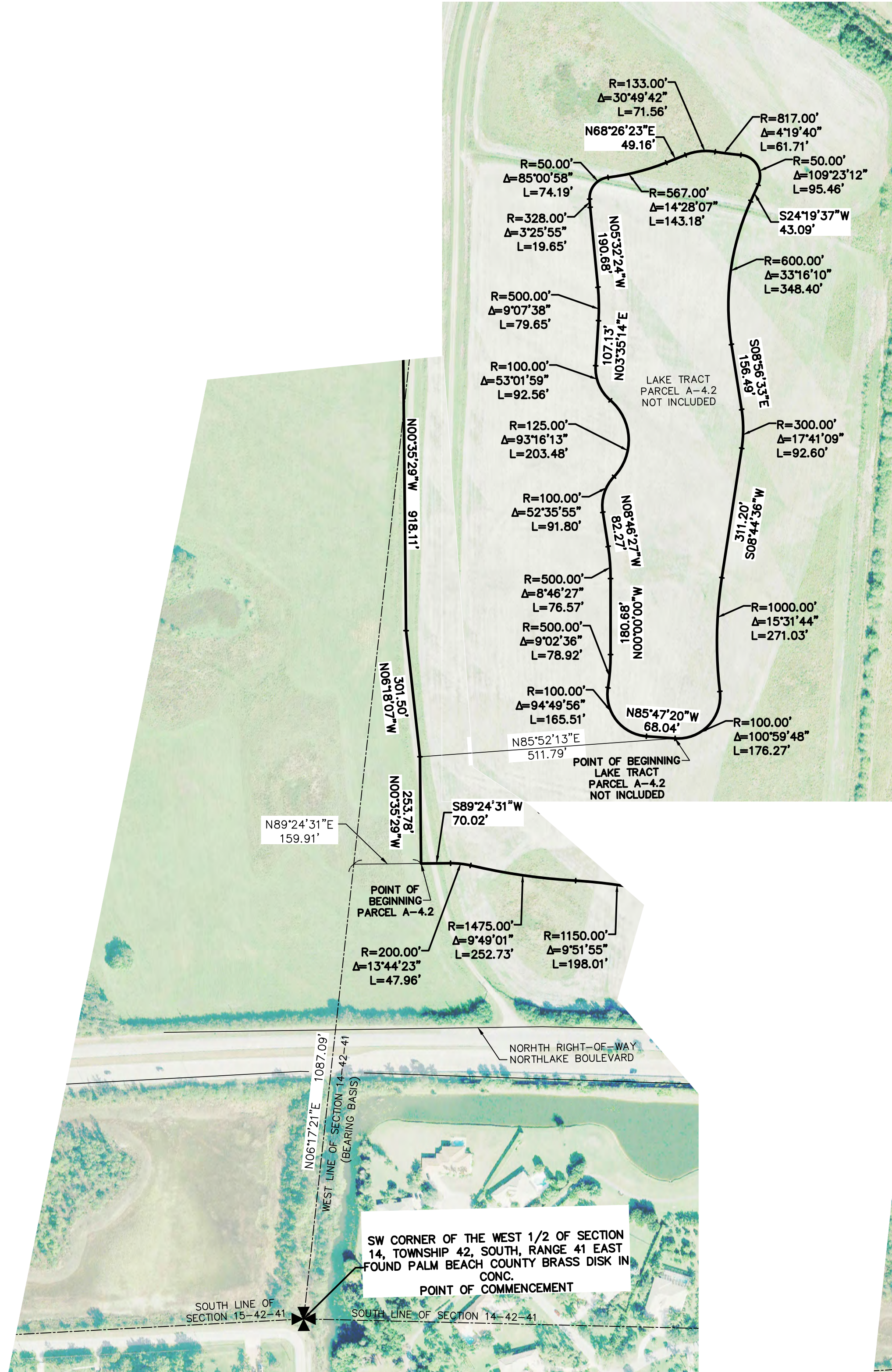
REVISIONS	DATE	BY
12/06/18	RLF	
REVISED BOUNDARY NORTH LINE TO FIT PROPOSED PLAT		
FILE NAME: 7955Sur-BNDY-A-4R		

CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33424  
PHONE (561) 392-1991 / FAX (561) 750-1452

AVENIR  
PARCEL A-4  
ALTA/NSPS LAND TITLE SURVEY

DATE	12/06/18
DRAWN BY	RLF
F.B./PG.	ELEC
SCALE	AS SHOWN

JOB #	7955
SHT. NO.	1
OF 2 SHEETS	



REVISIONS	DATE	BY

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

AVENIR  
 PARCEL A-4  
 ALTA/NSPS LAND TITLE SURVEY

DATE 12/06/18  
 DRAWN BY RLF  
 F.B./ PG. ELEC  
 SCALE AS SHOWN

JOB # 7955  
 SHT. NO. 2  
 OF 2 SHEETS



Exhibit 5	Avenir – Pod 15 Recorded Plat
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# AVENIR - POD 18

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4, AVENIR - POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 16 AND 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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



185

SHEET 2 OF 8

### AVENIR COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE  
IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED ON AND ON ITS BEHALF BY THE CHAIRMAN OF ITS BOARD OF SUPERVISORS, THIS 18 DAY OF September, 2023.

AVENIR COMMUNITY DEVELOPMENT DISTRICT  
WITNESS: Michelle Ray  
PRINT NAME: Michelle Ray  
WITNESS: Dayana Carr  
PRINT NAME: Dayana Carr

### AVENIR COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGEMENT:

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 18 DAY OF September, 2023. BY VIRGINIA CERENO, CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, WHO IS X PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 18 DAY OF September, 2023.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_



### AVENIR - POD 18 NEIGHBORHOOD ASSOCIATION, INC. A FLORIDA CORPORATION NOT FOR PROFIT.

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR - POD 18 NEIGHBORHOOD ASSOCIATION, INC. A FLORIDA CORPORATION NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED HEREIN, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREIN AND HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, THIS 18 DAY OF September, 2023.

AVENIR - POD 18 NEIGHBORHOOD ASSOCIATION, INC. A FLORIDA CORPORATION NOT FOR PROFIT.  
WITNESS: Michelle Ray  
PRINT NAME: Michelle Ray  
WITNESS: Dayana Carr  
PRINT NAME: Dayana Carr

### AVENIR - POD 18 NEIGHBORHOOD ASSOCIATION, INC. A FLORIDA CORPORATION NOT FOR PROFIT: ACKNOWLEDGEMENT:

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 18 DAY OF September, 2023. BY MANUEL M. MATO, PRESIDENT OF AVENIR - POD 18 NEIGHBORHOOD ASSOCIATION, INC. A FLORIDA CORPORATION NOT FOR PROFIT, ON BEHALF OF THE AVENIR - POD 18 NEIGHBORHOOD ASSOCIATION, INC. A FLORIDA CORPORATION NOT FOR PROFIT, WHO IS X PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 18 DAY OF September, 2023.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_



### MORTGAGEE'S JOINDER AND CONSENT:

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 32576, AT PAGE 1396, AS AMENDED, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT THIS 18 DAY OF September, 2023.

AVENIR HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY  
BY: David Serdovsky  
NAME: DAVID SERDOVSKY  
TITLE: PRESIDENT  
WITNESS: Michelle Ray  
PRINT NAME: Michelle Ray  
WITNESS: Dayana Carr  
PRINT NAME: Dayana Carr

### ACKNOWLEDGEMENT:

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 18 DAY OF September, 2023. BY DAVID SERDOVSKY, PRESIDENT, ON BEHALF OF AVENIR HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS X PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 18 DAY OF September, 2023.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_



### CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS 5th DAY OF October, 2023.

BY: Chelsea Reed  
NAME: CHELSEA REED  
MAYOR  
ATTEST: David Serdovsky  
DAVID SERDOVSKY, CMC  
CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS 5th DAY OF October, 2023.

BY: David Serdovsky  
CITY ENGINEER

### CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:

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

THIS 20 DAY OF SEPTEMBER, 2023.  
Dea Eull  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA  
CERTIFICATE NO. 6889



NOTARIZED & CERTIFIED COPY

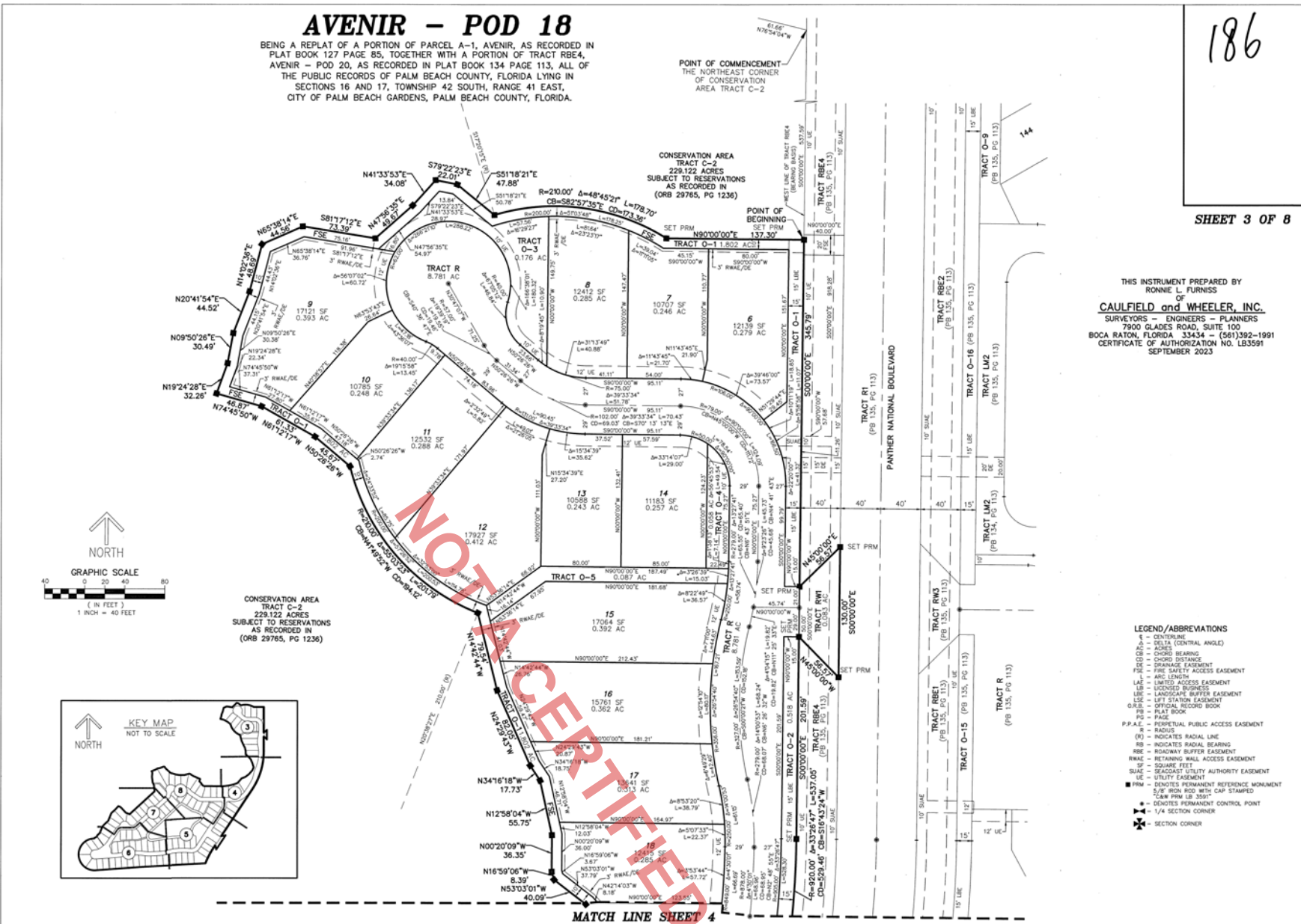
186

# AVENIR - POD 18

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4, AVENIR - POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 16 AND 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

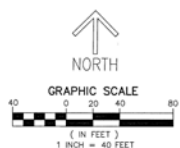
POINT OF COMMENCEMENT  
THE NORTHEAST CORNER  
OF CONSERVATION  
AREA TRACT C-2

CONSERVATION AREA  
TRACT C-2  
229.122 ACRES  
SUBJECT TO RESERVATIONS  
AS RECORDED IN  
(ORB 29765, PG 1236)



SHEET 3 OF 8

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



- LEGEND/ABBREVIATIONS**
- ◊ = CENTERLINE
  - Δ = DELTA (CENTRAL ANGLE)
  - A = ACRES
  - CR = CHORD BEARING
  - CD = CHORD DISTANCE
  - DR = DRIVE
  - FSE = FIRE SAFETY ACCESS EASEMENT
  - GE = GRASS EASEMENT
  - L = ARC LENGTH
  - LAE = LIMITED ACCESS EASEMENT
  - LB = LEASED BUSINESS
  - LSB = LANDSCAPE BUFFER EASEMENT
  - LSE = LEFT STATION EASEMENT
  - OR.B.R. = OFFICIAL RECORD BOOK
  - PG = PAGE
  - P.B. = PLAT BOOK
  - P.P.A.E. = PERMANENT PUBLIC ACCESS EASEMENT
  - R = RADIUS
  - (R) = INDICATES RADIAL LINE
  - RB = INDICATES RADIAL BEARING
  - RE = ROADWAY BUFFER EASEMENT
  - RSE = ROADWAY BUFFER EASEMENT
  - RWAE = RETAINING WALL ACCESS EASEMENT
  - SF = SQUARE FEET
  - SLAE = SEASOAKS UTILITY AUTHORITY EASEMENT
  - UL = UTILITY EASEMENT
  - PRM = DENOTES PERMANENT REFERENCE MONUMENT
  - 5/8" IRON ROD WITH CAP STAMPED
  - 1/4" SECTION CORNER
  - = DENOTES PERMANENT CONTROL POINT
  - ✱ = 1/4 SECTION CORNER

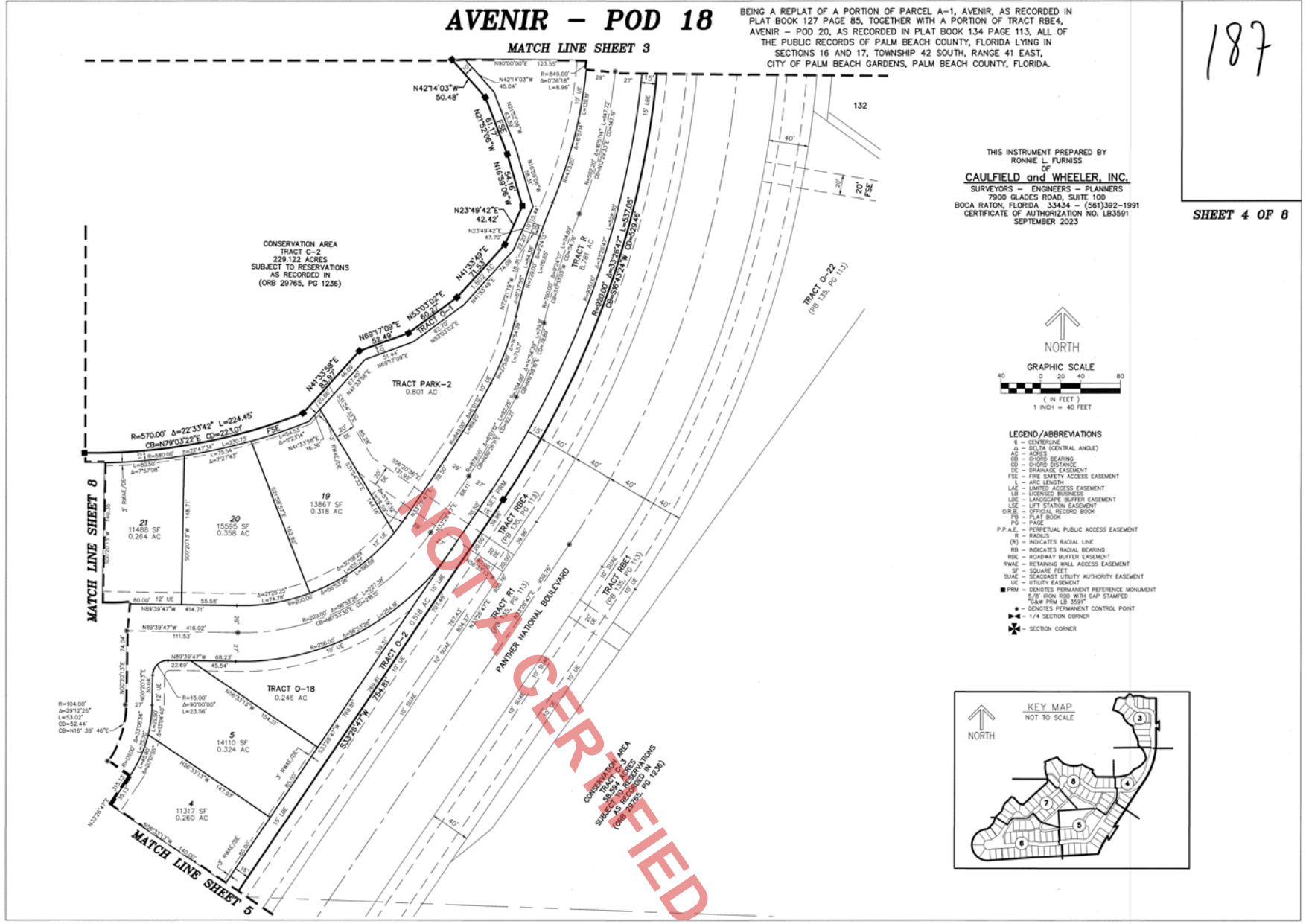
MATCH LINE SHEET 4

# AVENIR - POD 18

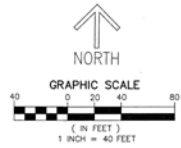
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187

MATCH LINE SHEET 3



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



- LEGEND/ABBREVIATIONS**
- CL = CENTERLINE
  - CA = DELTA (CENTRAL ANGLE)
  - AC = ACRES
  - AB = ACCESS BEARING
  - CD = CHORD DISTANCE
  - DE = DRAINAGE EASEMENT
  - FSE = FIRE SAFETY ACCESS EASEMENT
  - L = ARC LENGTH
  - LAE = LIMITED ACCESS EASEMENT
  - LB = LICENSED BUSINESS
  - LBE = LANDSCAPE BUFFER EASEMENT
  - LSE = LIFT STATION EASEMENT
  - O.R.B. = OFFICIAL RECORD BOOK
  - PG = PAGE
  - P.P.A.E. = PERPETUAL PUBLIC ACCESS EASEMENT
  - R = RADIUS
  - RJ = INDICATES RADIAL LINE
  - RB = INDICATES RADIAL BEARING
  - RBE = ROADWAY BUFFER EASEMENT
  - RWAE = RETAINING WALL ACCESS EASEMENT
  - SF = SQUARE FEET
  - SUAE = SEAWALL UTILITY AUTHORITY EASEMENT
  - UE = UTILITY EASEMENT
  - PRM = DENOTES PERMANENT REFERENCE MONUMENT  
S/W IRON ROD WITH CAP STAMPED  
C&W PRM LB 3591
  - = DENOTES PERMANENT CONTROL POINT
  - ⊙ = 1/4 SECTION CORNER
  - ⊗ = SECTION CORNER

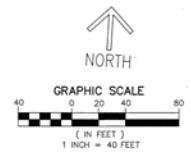
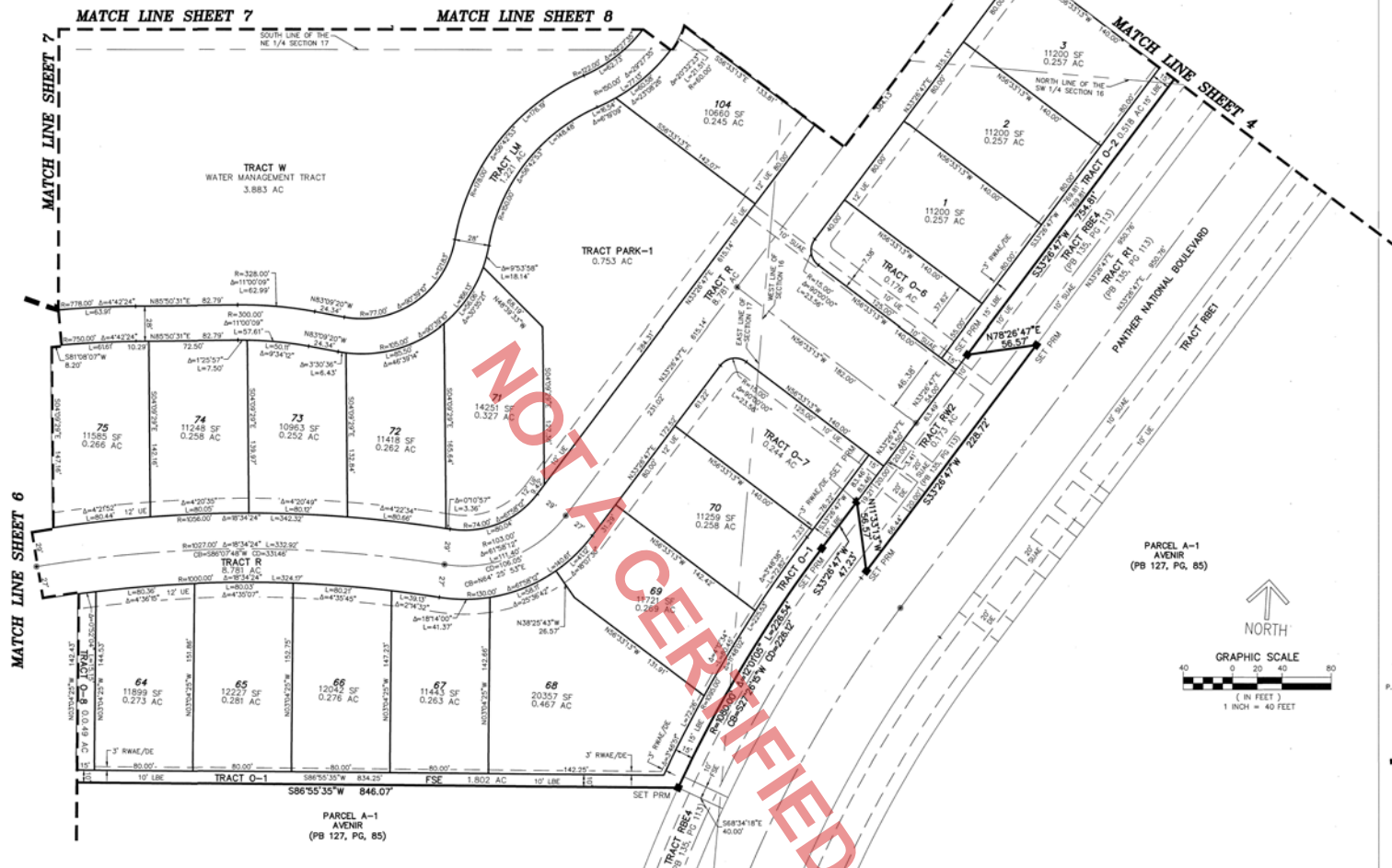


SHEET 4 OF 8

# AVENIR - POD 18

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4, AVENIR - POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 16 AND 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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



- LEGEND/ABBREVIATIONS**
- CL - CENTERLINE
  - CA - CURB (CENTRAL ANGLE)
  - AS - AREA
  - CB - CHORD BEARING
  - CD - CHORD DISTANCE
  - CE - CURVE EASEMENT
  - FSA - FIRE SAFETY ACCESS EASEMENT
  - L - ARC LENGTH
  - LAE - LIMITED ACCESS EASEMENT
  - LE - LEASED BUSINESS
  - LEB - LANDSCAPE BUFFER EASEMENT
  - LSE - LIFT STATION EASEMENT
  - OR.B - OFFICIAL RECORD BOOK
  - PL - PLAT BOOK
  - PP - PAGE
  - P.A.A.E - PERPETUAL PUBLIC ACCESS EASEMENT
  - R - RADIUS
  - RB - INDICATES RADIAL BEARING
  - RBE - ROADWAY BUFFER EASEMENT
  - RWAE - RETAINING WALL ACCESS EASEMENT
  - SQ - SQUARE FEET
  - SUA - SEAGUEST UTILITY AUTHORITY EASEMENT
  - UC - UTILITY EASEMENT
  - PRM - DENOTES PERMANENT REFERENCE MONUMENT
  - 1/8" IRON ROD WITH CAP STAMPED
  - 1/4" SECTION CORNER
  - 1/4" SECTION CORNER



# AVENIR - POD 18

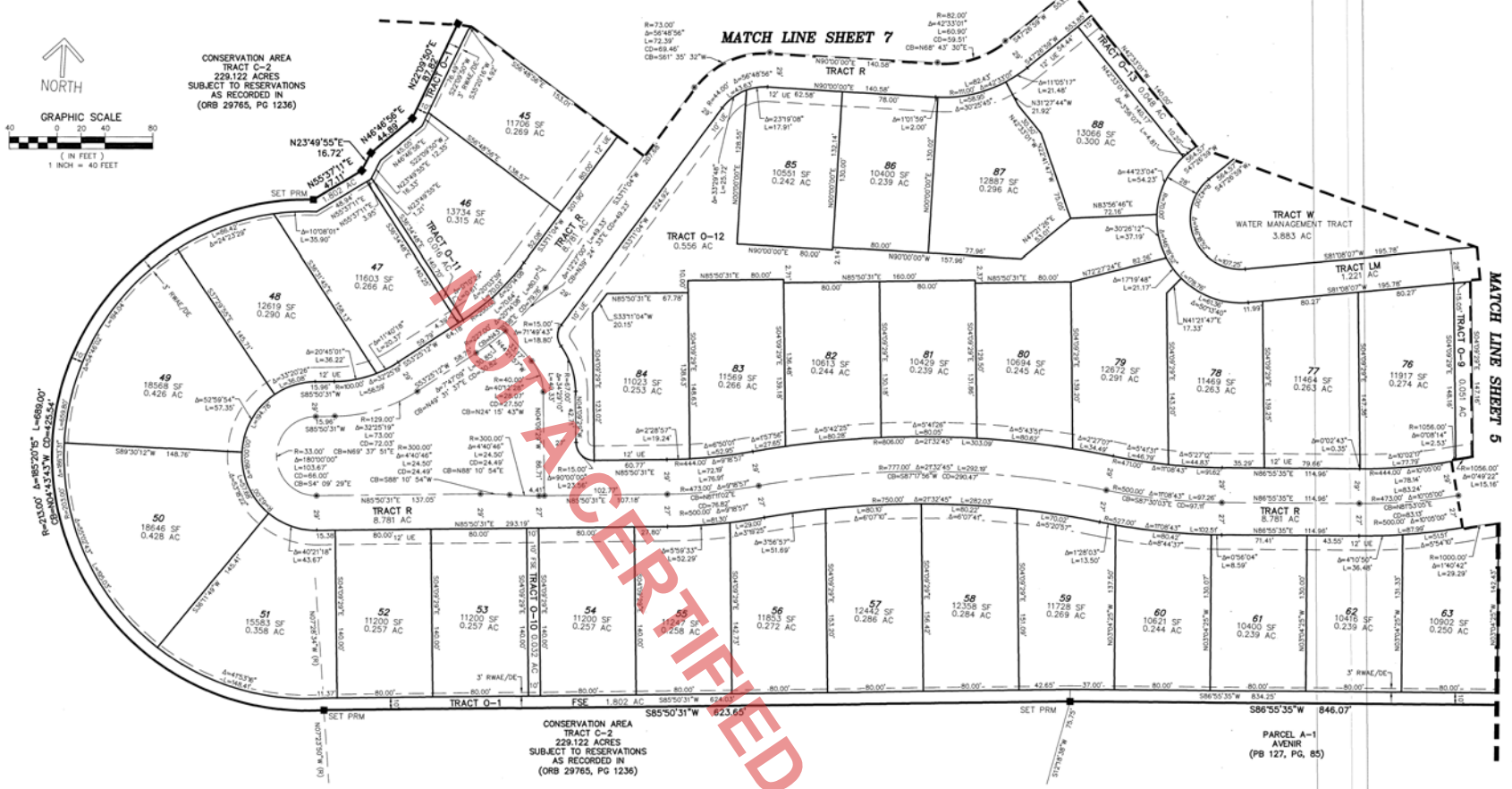
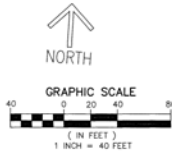
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 7900 GLADES ROAD, SUITE 100  
 BOCA RATON, FLORIDA 33434 - (561)392-1991  
 CERTIFICATE OF AUTHORIZATION NO. LB3591  
 SEPTEMBER 2023

- LEGEND/ABBREVIATIONS**
- C - CENTERLINE
  - Δ - DELTA (CENTRAL ANGLE)
  - AC - ACRES
  - CB - CROSS BEARING
  - CO - CROSSING
  - CS - CURVE SURVEY
  - DE - DRAINAGE EASEMENT
  - FSE - FLOOD SAFETY EASEMENT
  - L - ARC LENGTH
  - LA - LIMITED ACCESS EASEMENT
  - LB - LICENSED BUSINESS
  - LS - LANDSCAPE BUFFER EASEMENT
  - LSE - LIFT STATION EASEMENT
  - OR - ORIGINAL RECORD BOOK
  - PI - PLAT BOOK
  - P.P.A.E. - PERIPHERAL PUBLIC ACCESS EASEMENT
  - R - RADIOS
  - (R) - INDICATES RADIAL LINE
  - RB - INDICATES RADIAL BEARING
  - RBE - ROADWAY BUFFER EASEMENT
  - RMAE - RETAINING WALL ACCESS EASEMENT
  - SF - SQUARE FEET
  - SUAE - SEAWALL UTILITY AUTHORITY EASEMENT
  - UE - UTILITY EASEMENT
  - PM - DENOTES PERMANENT REFERENCE MONUMENT
  - PM - DENOTES PERMANENT CONTROL POINT
  - 1/4 - 1/4 SECTION CORNER
  - ✱ - SECTION CORNER

189

SHEET 6 OF 8



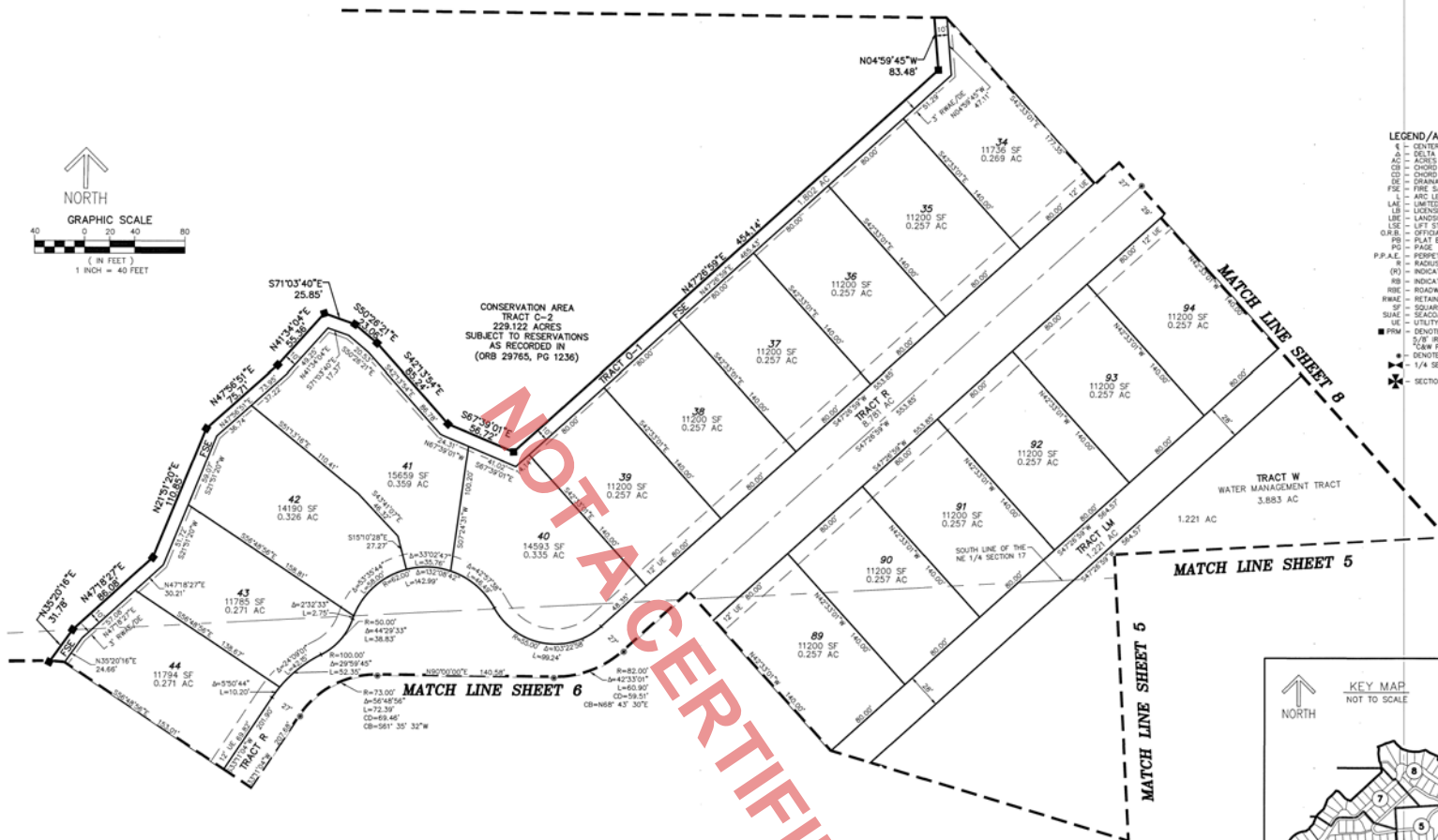
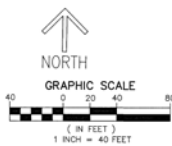
UNOFFICIAL COPY

# AVENIR - POD 18

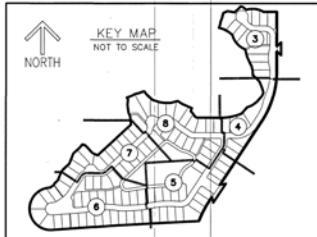
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THIS INSTRUMENT PREPARED BY  
 RONNIE L. FURNISS  
 OF  
**CAULFIELD and WHEELER, INC.**  
 SURVEYORS - ENGINEERS - PLANNERS  
 7900 GLADES ROAD, SUITE 100  
 BOCA RATON, FLORIDA 33434 - (561)392-1991  
 CERTIFICATE OF AUTHORIZATION NO. LB3591  
 SEPTEMBER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

190  
 SHEET 7 OF 8



- LEGEND/ABBREVIATIONS**
- Δ - DELTA (CENTRAL ANGLE)
  - AC - ACRES
  - CB - CHORD BEARING
  - CD - CHORD DISTANCE
  - CE - CHANGE EASEMENT
  - CS - CURVE SCALES
  - FSE - FIRE SAFETY ACCESS EASEMENT
  - ARC LENGTH
  - LA - LIMITED ACCESS EASEMENT
  - LB - LICENSED BUYER EASEMENT
  - LE - LANDSCAPE BUFFER EASEMENT
  - LSE - LIFT STATION EASEMENT
  - SR - SURVEY RECORD BOOK
  - PB - PLAT BOOK
  - PG - PAGE
  - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
  - R - RADII
  - ∠ - INDICATES RADIAL LINE
  - RI - INDICATES RADIAL BEARING
  - RBE - ROADWAY BUFFER EASEMENT
  - RMW - RETAINING WALL ACCESS EASEMENT
  - SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
  - UE - UTILITY EASEMENT
  - SRM - DENOTES PERMANENT REFERENCE MONUMENT
  - 5/8" IRON ROD WITH CAP STAMPED
  - C&W FROM LB 2001
  - - DENOTES PERMANENT CONTROL POINT
  - ◆ - 1/4 SECTION CORNER
  - ✱ - SECTION CORNER



NOT A CERTIFIED COPY

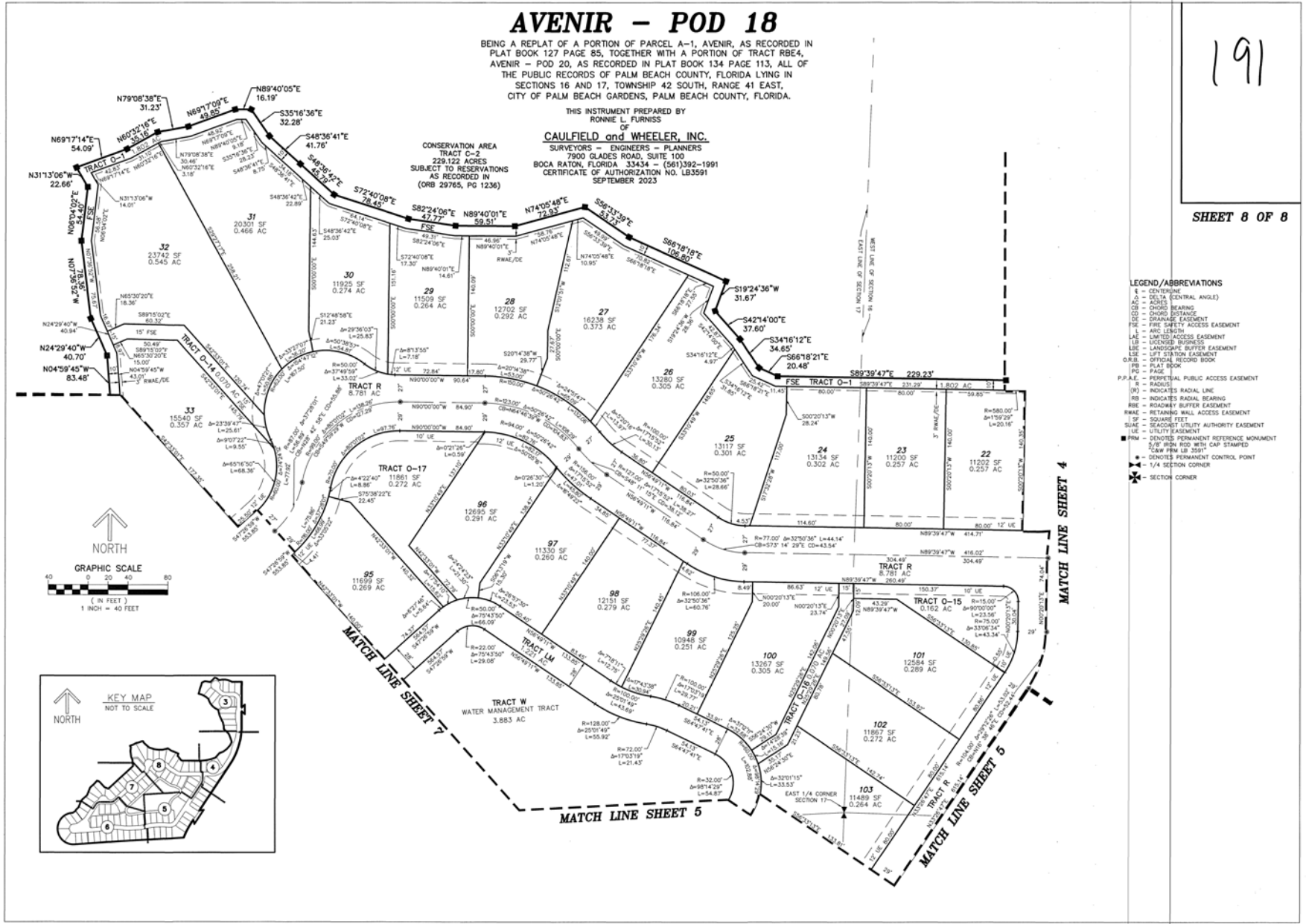


# AVENIR - POD 18

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBEA, AVENIR - POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 16 AND 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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

CONSERVATION AREA  
 TRACT C-2  
 229.122 ACRES  
 SUBJECT TO RESERVATIONS  
 AS RECORDED IN  
 (ORB 29765, PG 1236)



191

SHEET 8 OF 8

- LEGEND/ABBREVIATIONS**
- ∠ = CENTERLINE (CENTRAL ANGLE)
  - Δ = DELTA (CENTRAL ANGLE)
  - A = ADDRESS
  - CB = CHORD BEARING
  - CD = CHORD DISTANCE
  - DE = DRAINAGE EASEMENT
  - FSE = FIRE SAFETY ACCESS EASEMENT
  - L = ARC LENGTH
  - LA = LIMITED ACCESS EASEMENT
  - LB = LICENSED BUSINESS
  - LE = LANDSCAPE BUFFER EASEMENT
  - LS = LIFT STATION EASEMENT
  - O.R.B. = OFFICIAL RECORD BOOK
  - P.B. = PLAT BOOK
  - P.C. = PAGE
  - P.P.A.E. = PERPETUAL PUBLIC ACCESS EASEMENT
  - R = RADIUS
  - (R) = INDICATES RADIAL LINE
  - RB = RADIAL BEARING
  - RBE = ROADWAY BUFFER EASEMENT
  - RWAE = RETAINING WALL ACCESS EASEMENT
  - SF = SQUARE FEET
  - SUA = SEAGARD UTILITY AUTHORITY EASEMENT
  - UE = UTILITY EASEMENT
  - PRIM = DENOTES PERMANENT REFERENCE MONUMENT
  - OR MON ROD WITH CAP STAMPED T&W FROM LB 3591
  - DENOTES PERMANENT CONTROL POINT
  - ⊕ = 1/4 SECTION CORNER
  - ⊗ = SECTION CORNER

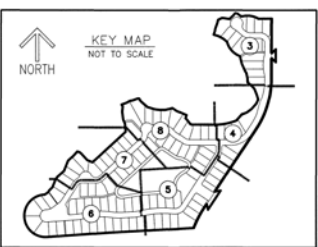
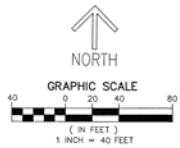


Exhibit 6	Parcel A-18 Legal Description
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## **AVENIR POD 18**

### PROPERTY DESCRIPTION

AVENIR - POD 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 136 PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

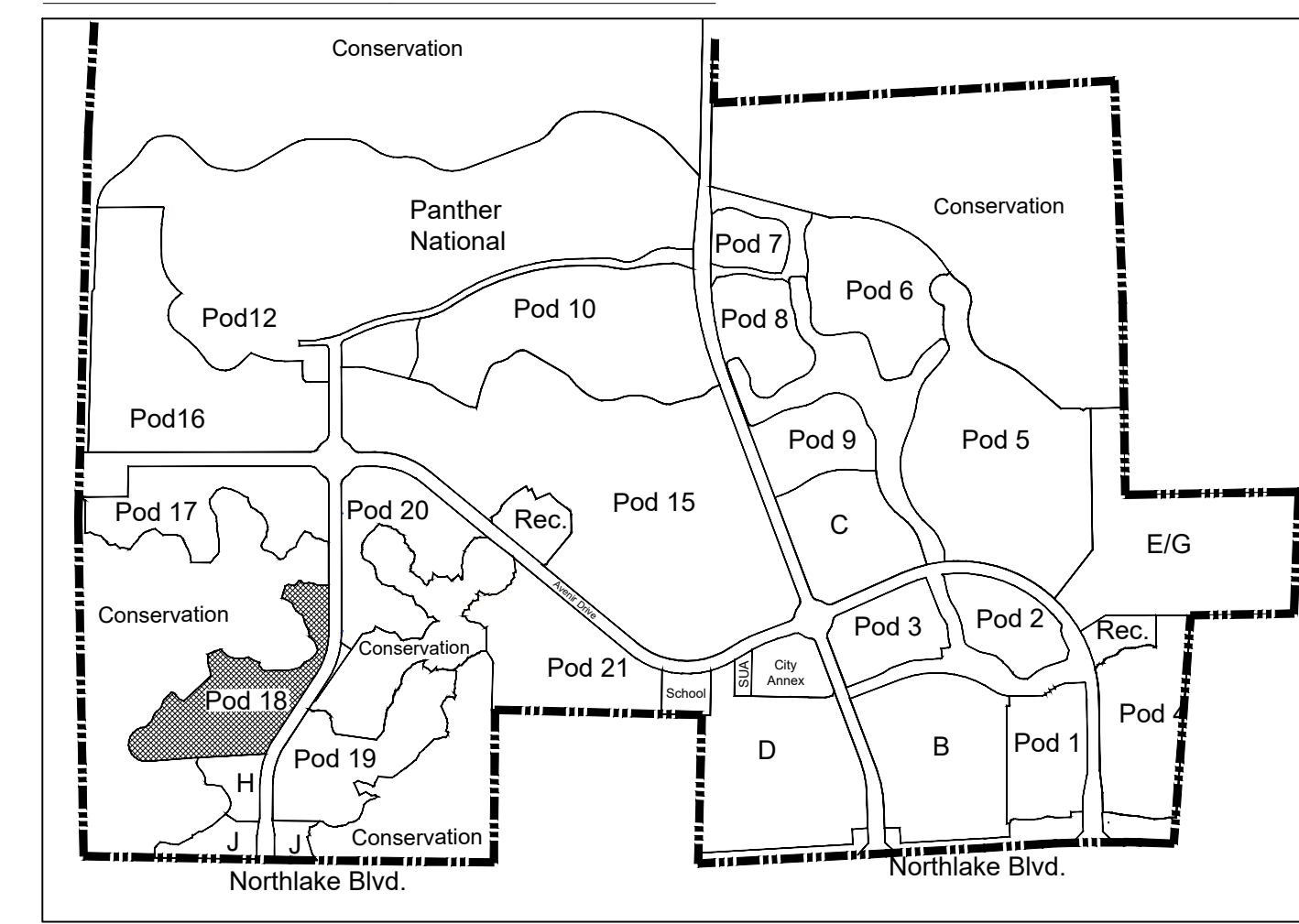
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

Exhibit 7	Avenir Pod 18 Site Plan
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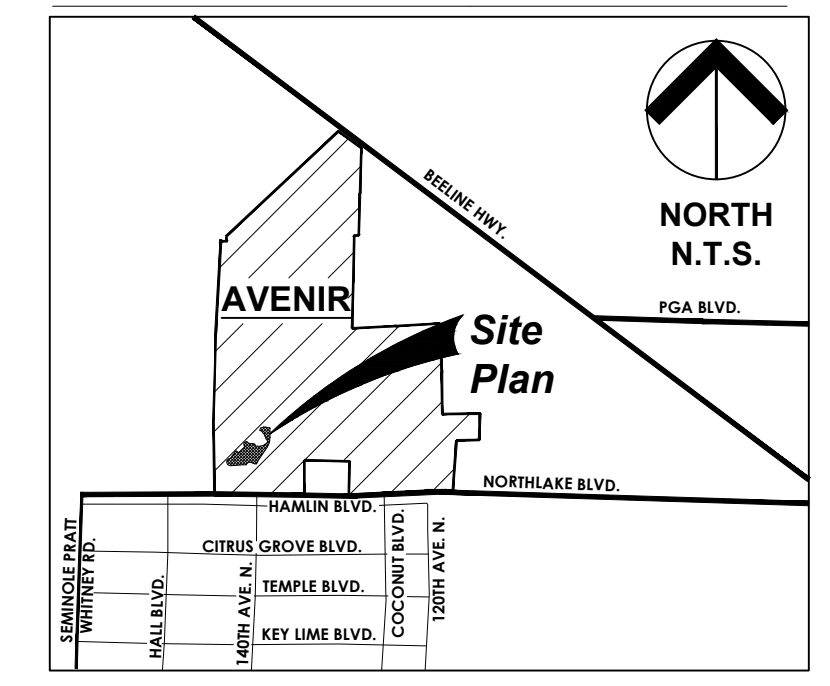
PARCEL A  
RESIDENTIAL  
POD 17

PARCEL A  
RESIDENTIAL  
POD 17

POD KEY MAP



LOCATION MAP



SITE DATA

PETITION NUMBER:	SPLN-22-09-000062
PROJECT NAME:	AVENIR POD 18
PROPERTY CONTROL NUMBERS:	52-41-41-28-01-001-0128 52-41-41-28-01-001-0132
SECTION / TOWNSHIP / RANGE:	28/41/41
GROSS ACREAGE:	50.531 ACRES
ROW (PANTHER NATIONAL DRIVE):	0.256 ACRES
NET ACREAGE:	50.275 ACRES
LAND USE DESIGNATION:	MIXED USE (MXD)
ZONING:	MXD PCD
LAND USE OVERLAY:	WESTERN NORTHLAKE BLVD. CORRIDOR PLANNING AREA
RESIDENTIAL HOUSING TYPE:	SINGLE FAMILY
RESIDENTIAL HOUSING CLASSIFICATION:	DETACHED
TOTAL DWELLING UNITS:	104 D.U.
LOT SIZE:	NUMBER OF UNITS:
80' x 140'	72 D.U.
80' x 130'	32 D.U.
NET DENSITY (104 D.U. / 50.275 AC.):	2.07 D.U./AC.
BUILDING HEIGHT:	MAX. 3 STORIES / MAX. 36'
OPEN SPACE REQUIRED (35% OF 50.275 AC)	ACREAGE: 17.60 AC. MIN. 35%
OPEN SPACE PROVIDED	ACREAGE: %
LANDSCAPE / SOO AREAS / L.M.T.*	5.52 AC. / 240,352,454 S.F. 10.98%
PRIVATE OPEN SPACE	9.01 AC. / 392,277,8376 S.F. 17.91%
WATER BODIES SURFACE AREA	4.22 AC. / 183,844,9472 S.F. 8.39%
RECREATION FACILITIES (PARKS) @ 50%	0.77 AC. / 33,547,8829 S.F. 1.53%
L.M.T. is planted with sod and does not include a sidewalk; the corresponding acreage is included in the landscape/sod areas.	19.51 AC. / 850,023,1191 S.F. 38.81%
WATER BODIES:	4.22 AC.
RECREATION FACILITIES (PARKS):	1.54 AC.
BUILDING COVERAGE (55% OF SF LOT AREA):	8.98 AC.
RIGHT OF WAYS:	4.50 AC.
DRIVEWAYS/SIDEWALK (15% OF SF LOT AREA):	5.52 AC.
LANDSCAPE AREA (DOES NOT INC. LANDSCAPE IN R/W):	9.01 AC.
PRIVATE OPEN SPACE (30% OF SF LOT AREA):	50.28 AC.
TOTAL AREA:	
REQUIRED RECREATION AREA:	3/4 AC. PARK WITHIN 1/4 MILE OF EACH PARCEL
PROVIDED RECREATION AREA:	1.54 AC.
GUEST PARKING PROVIDED: (ON-STREET SPACES)	43 SPACES

LEGEND

- O.S. OPEN SPACE TRACT
- L.M.T. LAKE MAINTENANCE TRACT
- D.A.T. DRAINAGE & ACCESS TRACT
- U.E. UTILITY EASEMENT
- S.U.A. SEACOAST UTILITY AUTHORITY
- STREET LIGHT
- FIRE HYDRANT
- ENHANCED ARCHITECTURE (SIDE)
- ENHANCED ARCHITECTURE (REAR)
- BIKE RACK
- BENCH
- TRASH RECEPTACLE
- DOG WASTE STATION
- 80' x 130' LOT (OTHER LOTS ARE 140' DEEP)
- SALES MODEL
- 4' HIGH DECORATIVE ALUMINUM FENCE
- DECORATIVE PAVERS

PARCEL A  
RESIDENTIAL  
POD 20

CONSERVATION  
AREA

SHEET  
SP-2

104 SINGLE  
FAMILY LOTS  
80' x 140': 72  
80' x 130': 32

CONSERVATION  
AREA

SHEET  
SP-3

SHEET  
SP-4

PARCEL A  
RESIDENTIAL  
POD 19

PARCEL H  
AGRICULTURE

CONSERVATION  
AREA

DEVELOPMENT TEAM

**CIVIL ENGINEER:** BALLBE & ASSOCIATES  
2737 NORTHEAST 30TH PLACE  
FORT LAUDERDALE, FL 33306  
(954) 491-7811

**SURVEYOR:** CAULFIELD & WHEELER, INC.  
7900 GLADES ROAD  
BOCA RATON, FL 33434  
(561) 392-1991

**SITE PLANNER & LANDSCAPE ARCHITECT:** URBAN DESIGN STUDIO  
610 CLEMATIS STREET, SUITE CU02  
WEST PALM BEACH, FL 33401  
(561) 366-1100

**TRAFFIC ENGINEER:** SUSAN E. O'ROURKE, PE, INC.  
428 S.W. AKRON AVENUE, SUITE 1A  
STUART, FL 34994  
(772) 781-7918

NOTES

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- LANDSCAPING SHALL BE FIELD ADJUSTED TO AVOID CONFLICTS WITH UTILITIES AND LIGHT POLES.
- ALL STOP BARS SHALL BE SETBACK 4' IN ADVANCE OF PEDESTRIAN CROSSWALKS.
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- FINAL LOCATIONS OF ALL PROPOSED TRAFFIC SIGNAGE SHALL BE ESTABLISHED BY THE ENGINEER OF RECORD.
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- MAIL BOX KIOSKS SHALL BE ILLUMINATED.

PROPERTY DEVELOPMENT REGULATIONS

	REQUIRED	PROVIDED
	MAX. 55% 3 STORIES/45'	MAX. 55.00% 3 STORIES/36'
LOT COVERAGE	50'	80'
BUILDING HEIGHT	5'	10'
LOT WIDTH	15'	15'
FRONT (SIDE LOADED GARAGES)	20'	20'
WITH FRONT LOADED GARAGES	5'	7.5'
SIDE	10'	10'
SIDE STREET (CORNER LOT)	10'	10'
REAR	5'	5'
POOL / SCREEN ENCLOSURE	5'	5'
SIDE	10'	10'
SIDE STREET (CORNER LOT)	5'	5'
REAR	2'	2'
PATIOS	2'	2'
SIDE	2'	2'
SIDE STREET (CORNER LOT)	2'	2'
REAR	2'	2'
FENCES	20'	20'
FRONT (FRONT & SIDE LOADED)	0'	0'
SIDE	10'	10'
SIDE STREET (CORNER LOT)	0'	0'
REAR	3'	3'
FRONT	20'	20'
SIDE	3'	3'
SIDE STREET (CORNER LOT)	10'	10'
REAR	3'	3'

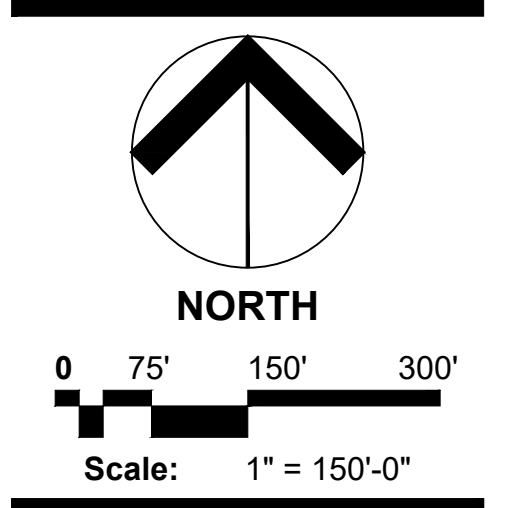


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Communication Graphics

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Avenir - Pod 18  
A Planned Community Development  
Palm Beach Gardens, Florida  
Site Plan



Date: August 2022  
Project No.: 12-065.060  
Designed By: WJT  
Drawn By: WJT  
Checked By: WJT

Revision Dates:

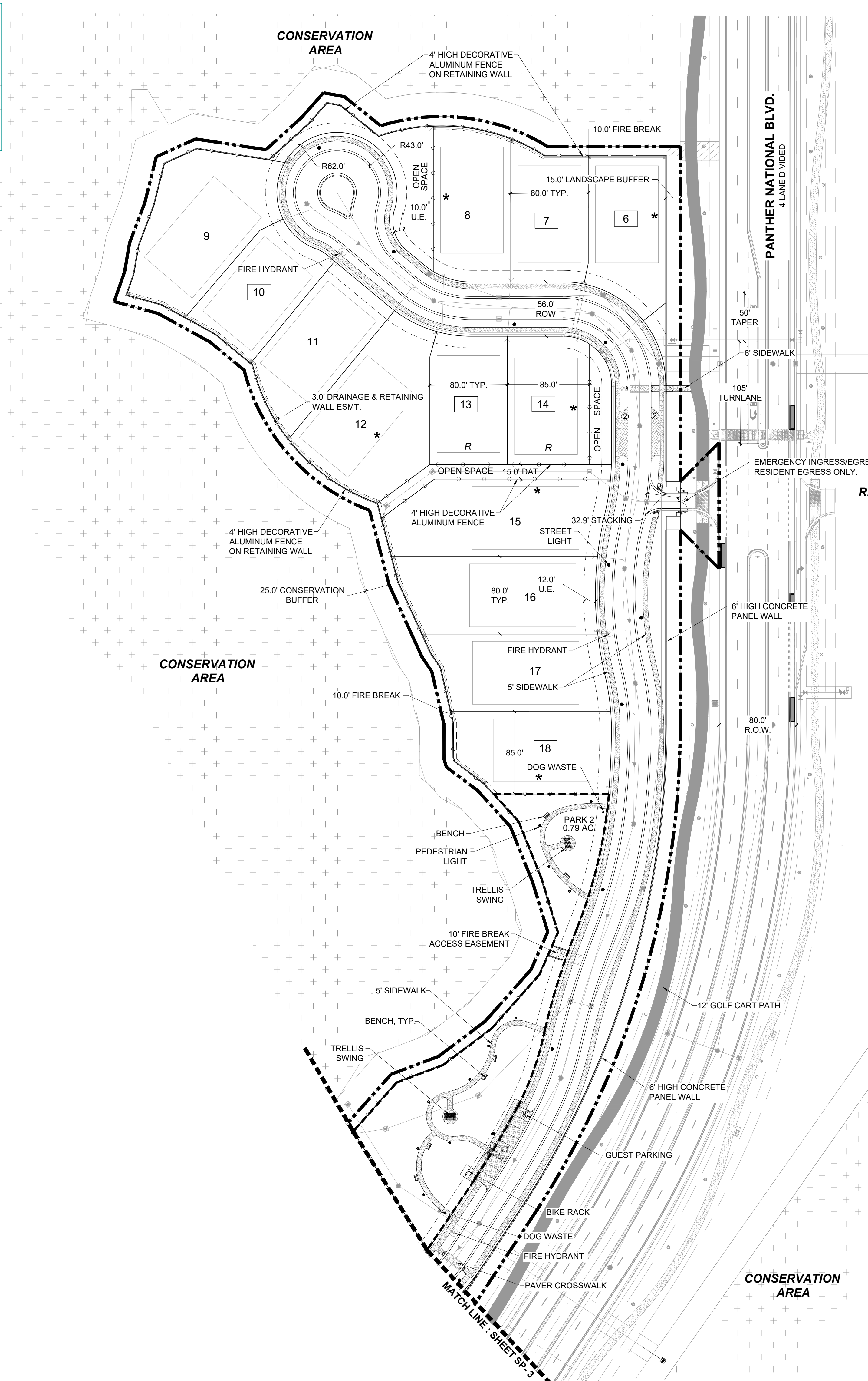
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08.30.2023	PBG RESUBMITTAL

SP-1  
of 9

Drawing Name: 12-065-Avenir Pod 18\_Site Plan\_Landscape Architecture\_Plan0033\_08.2023\_Plan0033\_08.2023\_Plan0033\_08.2023\_Plan0033\_08.2023

**FINAL APPROVAL**  
City of Palm Beach Gardens

Project Name: Avenir Pod 18  
Petition #: SPLN-22-09-000062  
Development Order: Resolution 49, 2023  
Date: 9/19/2023  
Project Manager: Christopher C. Yerkes, Planner



**RESIDENTIAL  
PARCEL A  
(POD 20)**

**DEVELOPMENT TEAM**

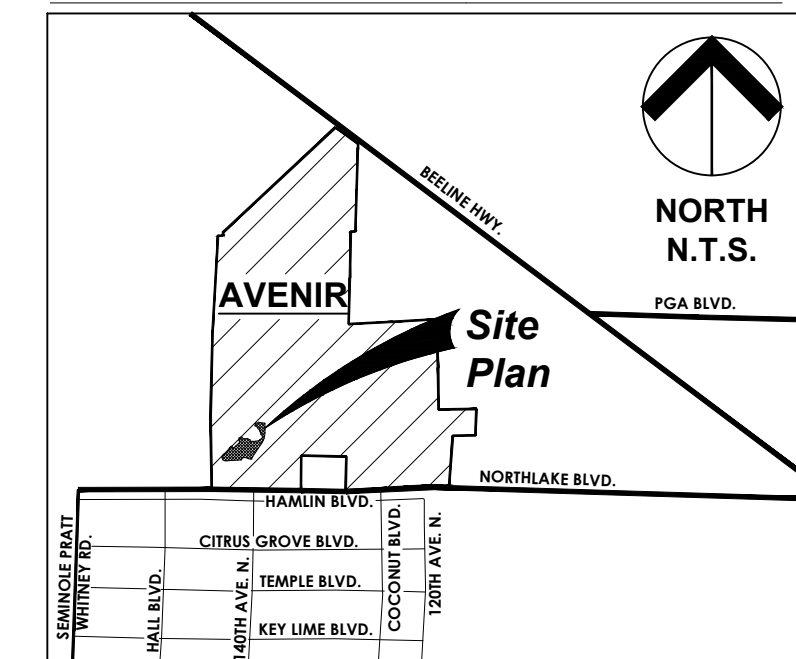
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**LOCATION MAP**



**Urban design studio**

Urban Planning & Design  
Landscape Architecture  
Communication Graphics

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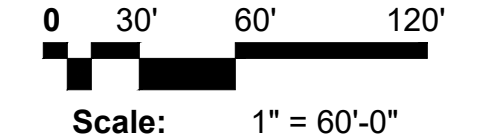
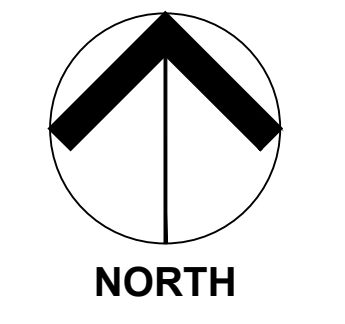
**Avenir - Pod 18  
A Planned Community Development  
Palm Beach Gardens, Florida  
Site Plan**

**LEGEND**

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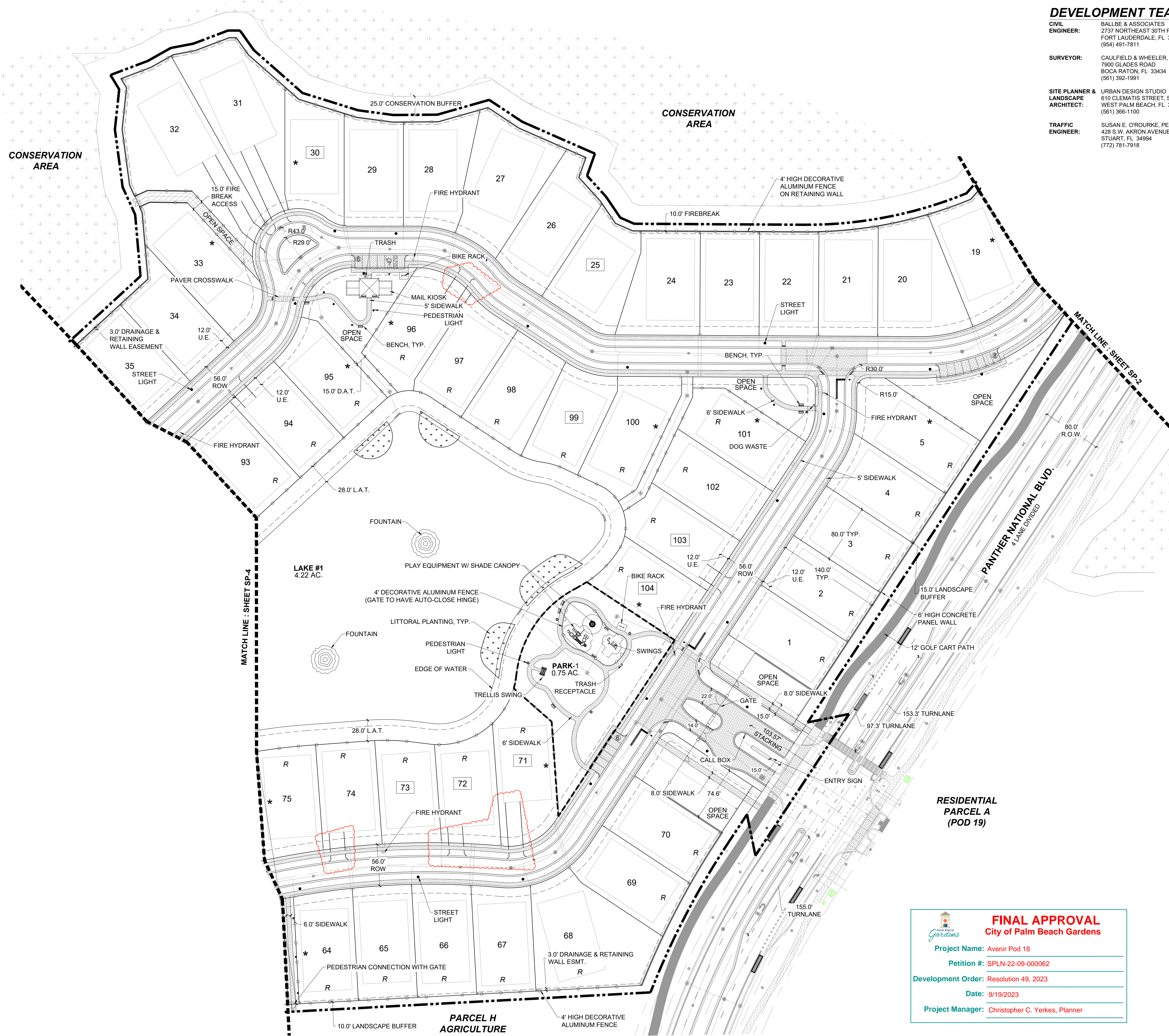


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**SP-2  
of 9**



**DEVELOPMENT TEAM**

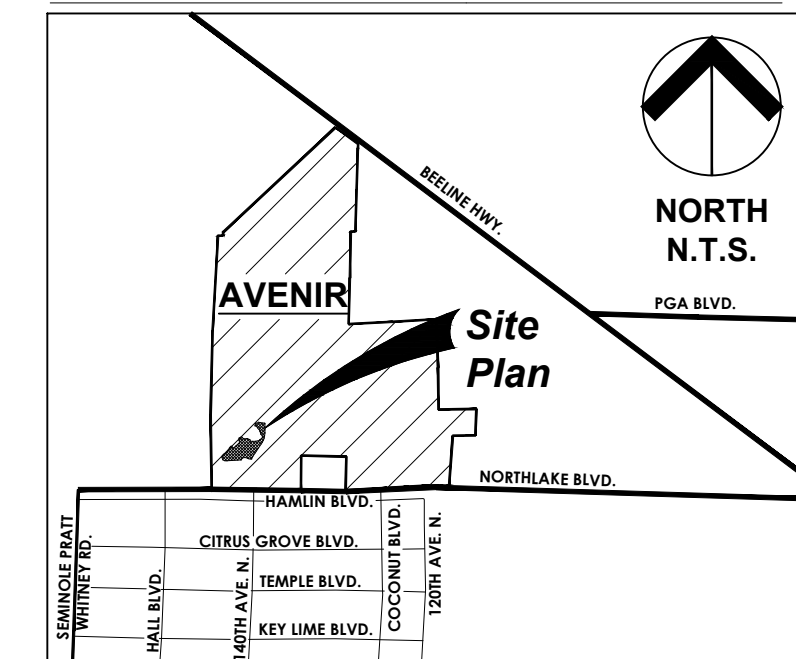
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**LOCATION MAP**



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Landscape Architecture  
Communication Graphics

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**Avenir - Pod 18**  
**A Planned Community Development**  
Palm Beach Gardens, Florida  
Site Plan

**CONSERVATION AREA**

**LEGEND**

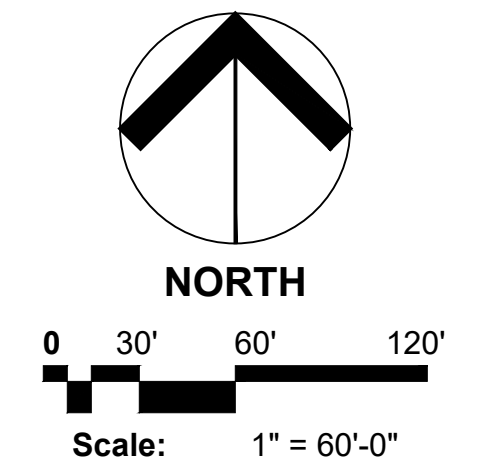
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City of Palm Beach Gardens

Project Name: Avenir Pod 18  
Petition #: SPLN-22-09-00062  
Development Order: Resolution 49, 2023  
Date: 9/19/2023  
Project Manager: Christopher C. Yerkes, Planner



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Designed By: WJT  
Drawn By: WJT  
Checked By: WJT

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**SP-3**  
of 9

**DEVELOPMENT TEAM**

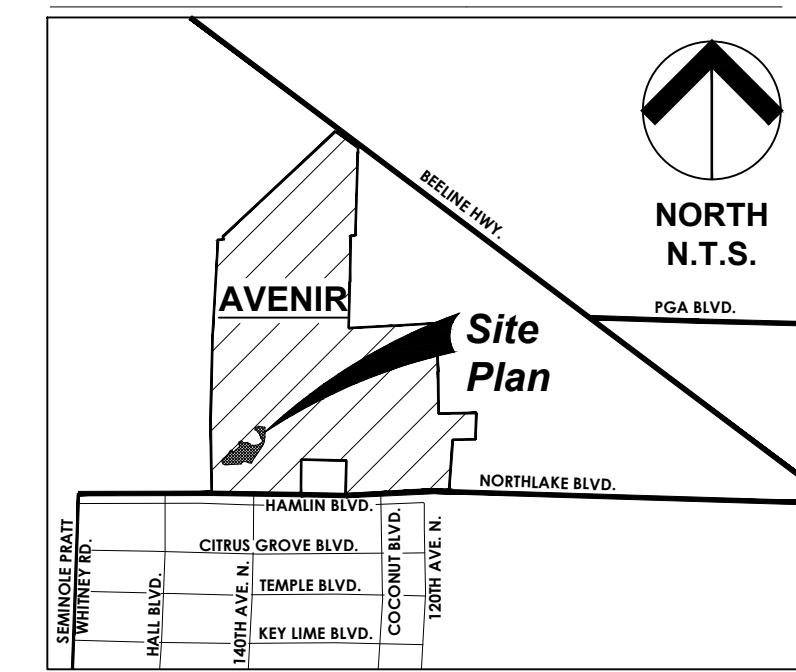
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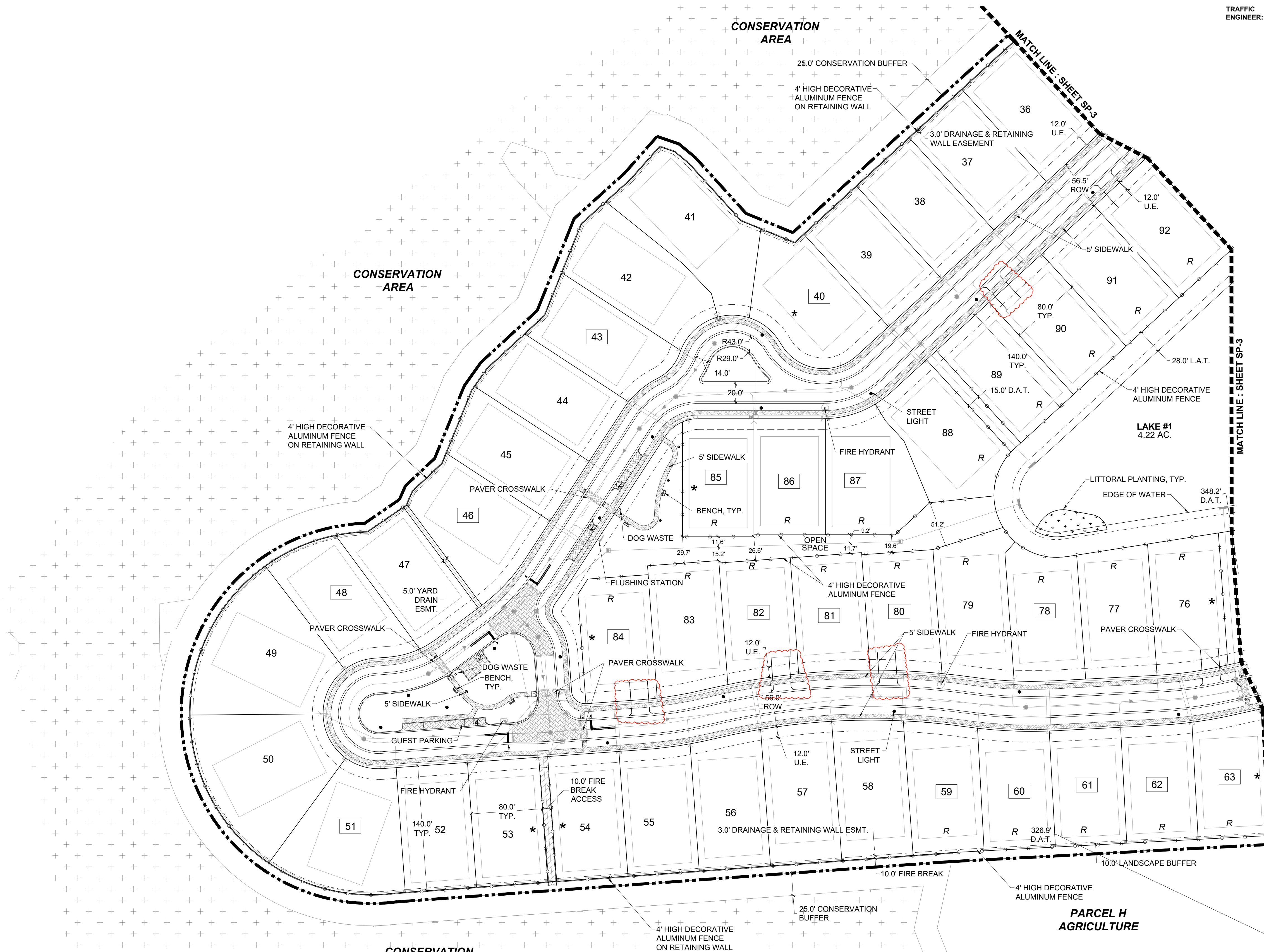
**LOCATION MAP**



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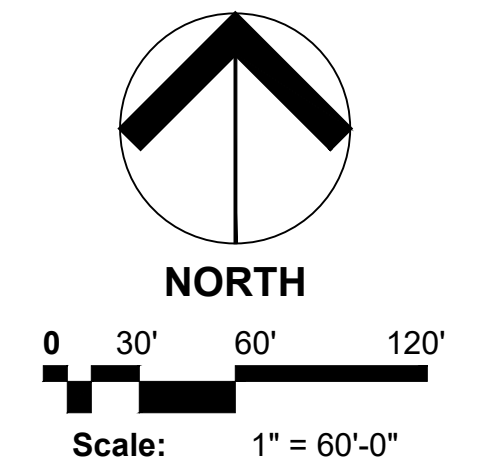
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**Avenir - Pod 18  
A Planned Community Development  
Palm Beach Gardens, Florida  
Site Plan**



**FINAL APPROVAL**  
City of Palm Beach Gardens

Project Name: Avenir Pod 18

Petition #: SPLN-22-09-000062

Development Order: Resolution 49, 2023

Date: 9/19/2023

Project Manager: Christopher C. Yerkes, Planner

**SP-4**  
of 9

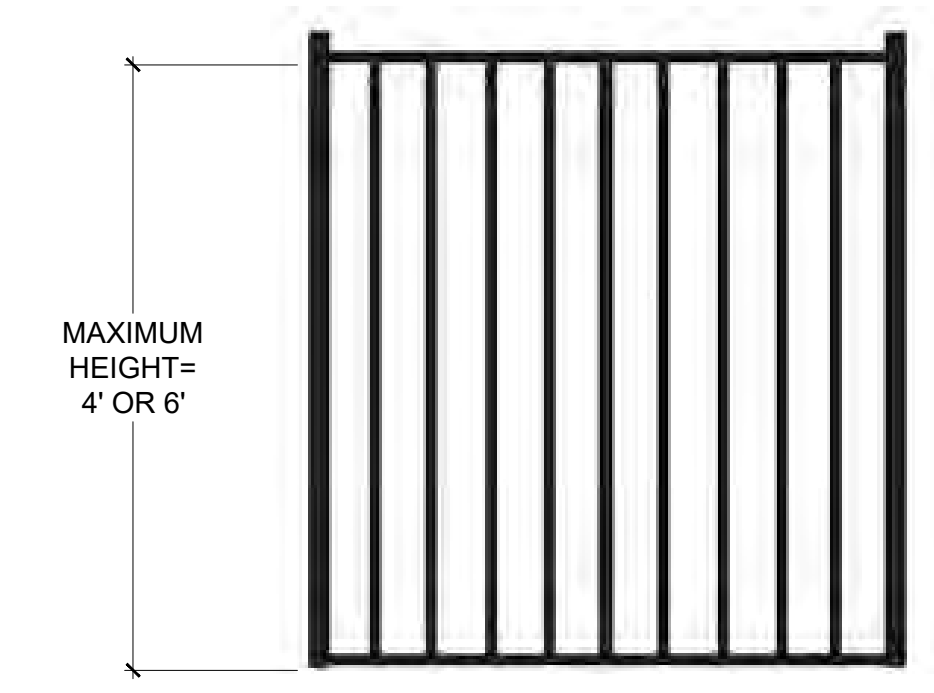


**TYPICAL BENCH** N.T.S.

VICTOR STANLEY PRSS-124 BENCH OR EQUIVALENT  
SOLID STEEL BENCH WITH BLACK POWDER COATED FINISH  
6' LENGTH BENCH



**4 FT DECORATIVE ALUMINUM FENCE** N.T.S.



NOTE: DETAIL PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FINAL SELECTION OF FENCE TO BE COMPLETED AT TIME OF BUILDING PERMIT APPLICATION.

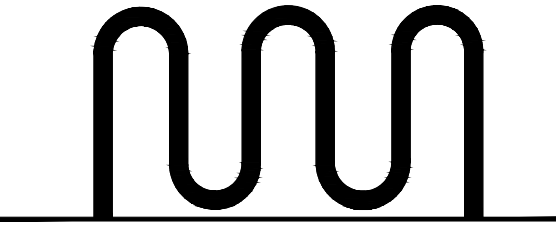
**TYPICAL TRASH RECEPTACLE**

PARKVIEW DOUBLE STREAM RECYCLING STATION WITH TRASH & RECYCLING DECALS, OR SIMILAR  
MANUFACTURER: WASTE WISE PRODUCTS INC. OR SIMILAR  
COLOR: BLACK



**TYPICAL BIKE RACK** N.T.S.

RIBBON STYLE BIKE RACK WITH BLACK POWDER COATED FINISH



MIN. 5 BICYCLE SPACES PER RACK

NOTE: THIS CONCEPTUAL DETAIL IS PROVIDED FOR INFORMATION ONLY TO SATISFY TECHNICAL REQUIREMENTS BY INDICATING THE INTENT TO PROVIDE REQUIRED AMENITIES. THE DEVELOPER WILL MAKE FINAL PRODUCT SELECTION AT TIME OF BUILDING PERMIT APPLICATION.

**TYPICAL DOG WASTE STATION**

INCLUDES BAG DISPENSER, WASTE RECEPTACLE, AND REFLECTIVE PET SIGN. COLOR: BLACK

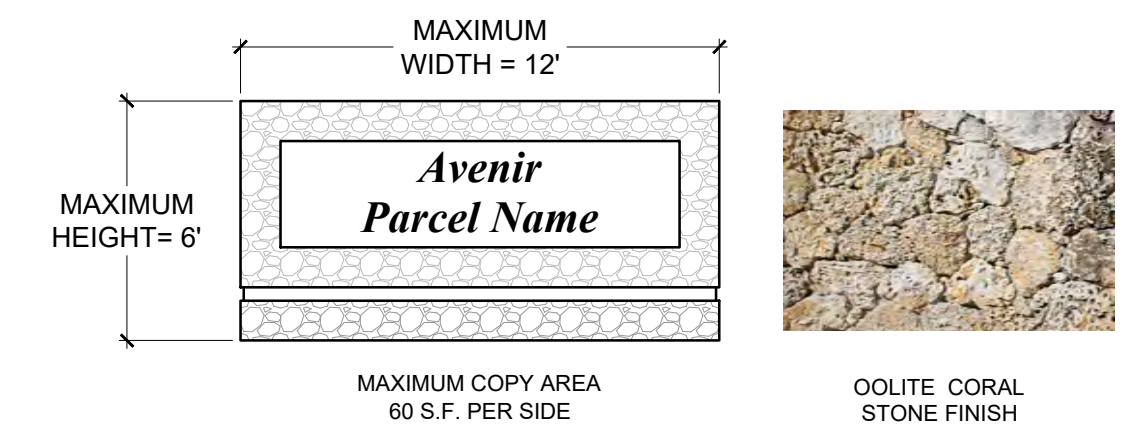


**TYPICAL LAKE FOUNTAIN** N.T.S.

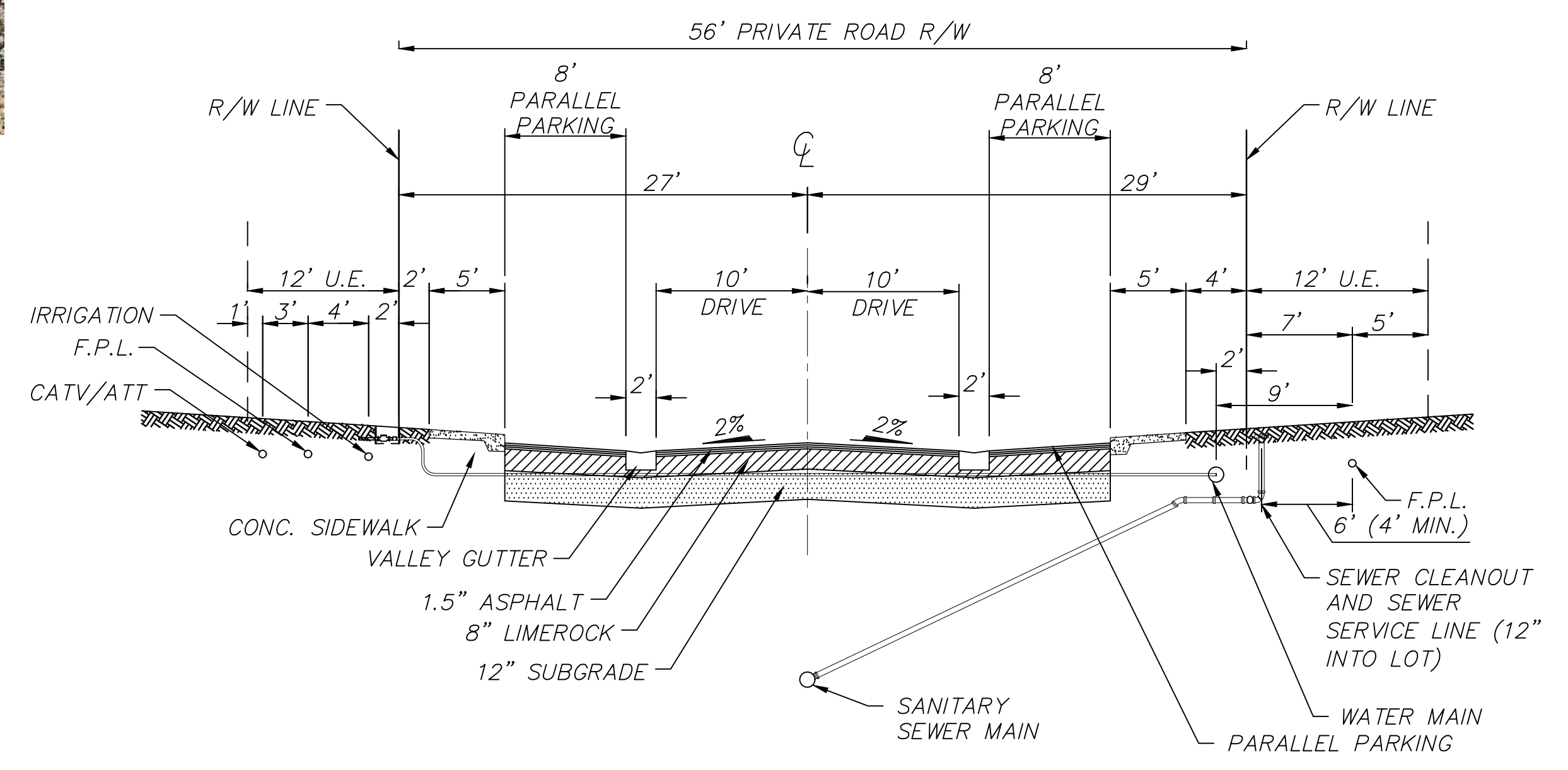
OTTERBINE PHOENIX FOUNTAIN OR EQUIVALENT  
18' HEIGHT SPRAY, 34' DIAMETER



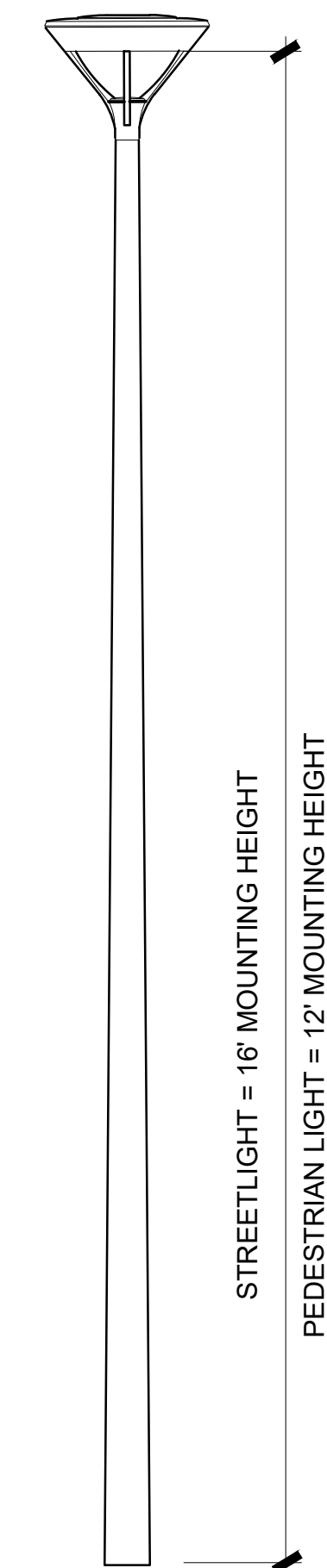
**TYPICAL PARCEL ENTRY SIGN** N.T.S.



**TYPICAL 56' RESIDENTIAL STREET R/W SECTION WITH PARKING** N.T.S.

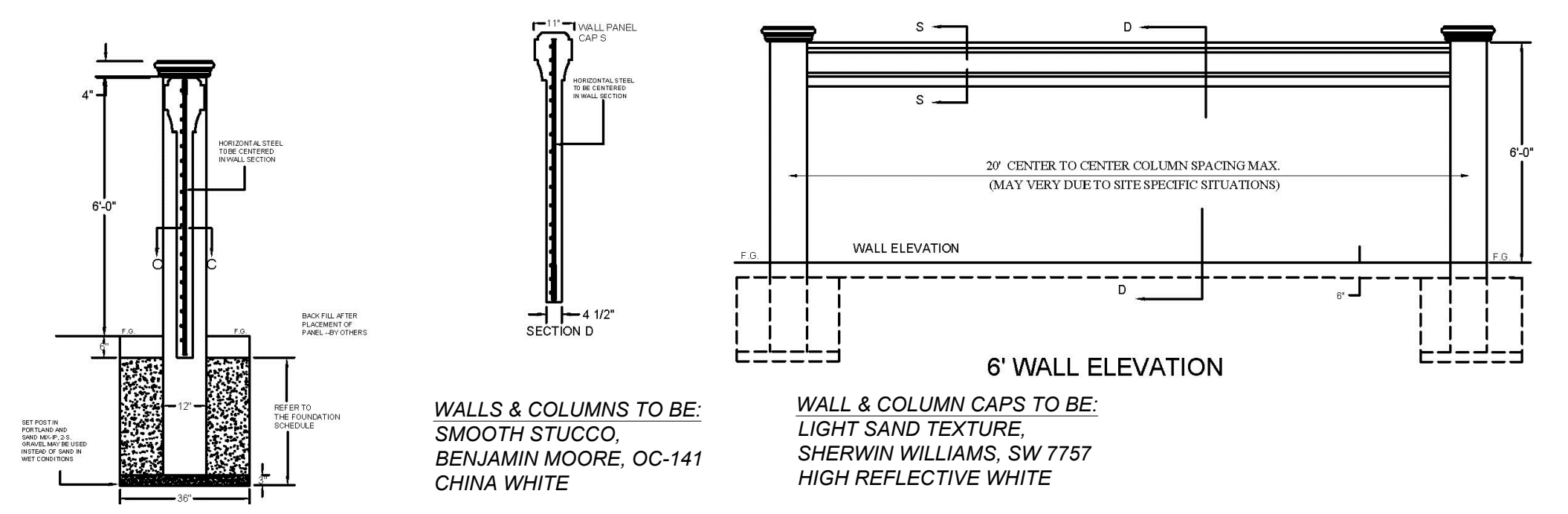


**TYPICAL STREET LIGHT & PEDESTRIAN LIGHT** N.T.S.

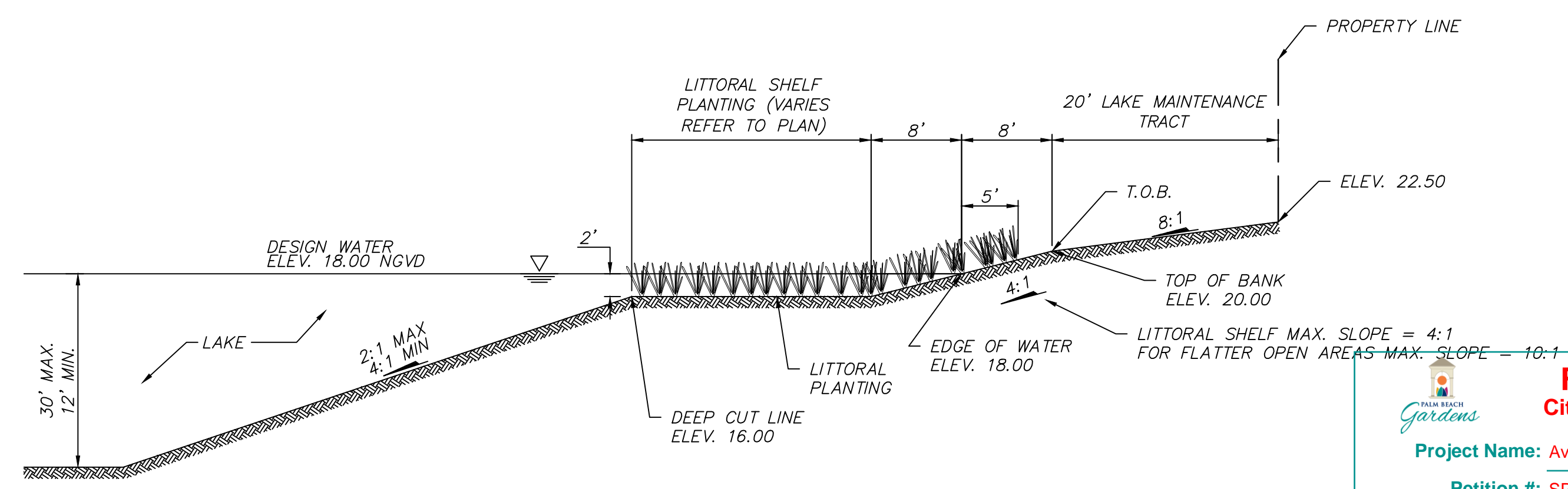


- STREETLIGHT LOCATIONS AS SHOWN ON SITE PLANS.
- POLE: FPL STANDARD CONCRETE OR EQUIVALENT
- FIXTURE: 'MESA' LED LUMINAIRE BY COOPER OR EQUIVALENT COLOR/FINISH: BLACK METAL
- ALL LIGHTS SHALL HAVE 90 DEGREE CUT-OFF ADJACENT TO HOUSE

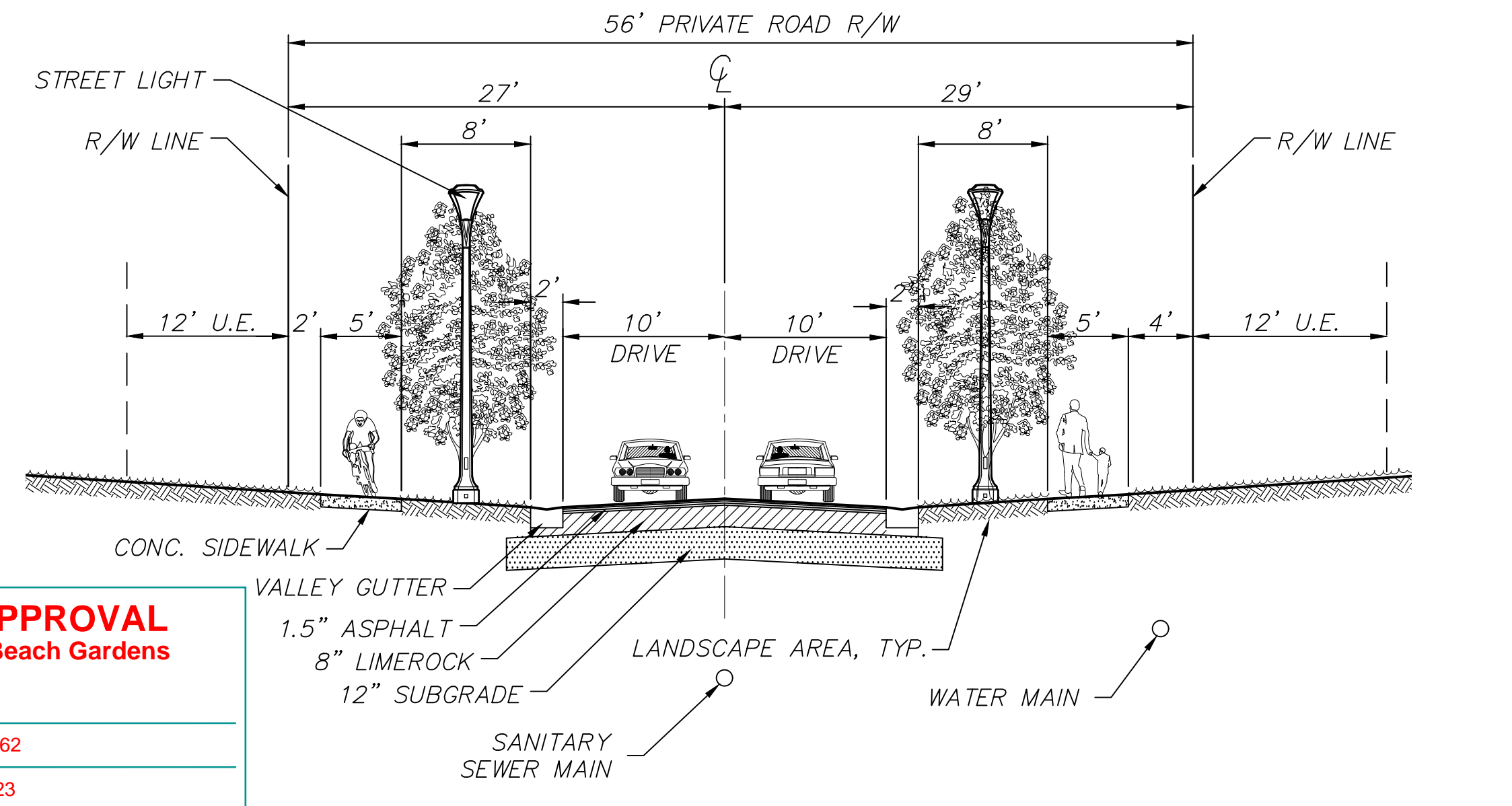
**TYPICAL 6 FT. HIGH POST & PANEL WALL** N.T.S.



**TYPICAL LAKE SECTION WITH LITTORAL PLANTINGS** SCALE: 1" = 10' - 0"



**TYPICAL 56' RESIDENTIAL STREET R/W SECTION** N.T.S.



**FINAL APPROVAL**  
City of Palm Beach Gardens

Project Name: Avenir Pod 18  
Petition #: SPLN-22-09-000062  
Development Order: Resolution 49, 2023  
Date: 9/19/2023  
Project Manager: Christopher C. Yerkes, Planner

**Urban design studio**  
Urban Planning & Design  
Landscape Architecture  
Communication Graphics

610 Clematis Street, Suite CU02  
West Palm Beach, FL 33401  
561.366.1100 FAX 561.366.1111  
www.udsflo.com  
#LCC000035

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**Avenir - Pod 18**  
A Planned Community Development  
Palm Beach Gardens, Florida  
Site Plan - Details

09.23.2022 PBG SUBMITTAL  
02.23.2023 PBG RESUBMITTAL  
04.17.2023 PBG RESUBMITTAL  
06.08.2023 PBG RESUBMITTAL  
06.22.2023 PBG RESUBMITTAL  
06.30.2023 PBG RESUBMITTAL

Date: August 2022  
Project No.: 12-065.060  
Designed By: WJT  
Drawn By: WJT  
Checked By: WJT

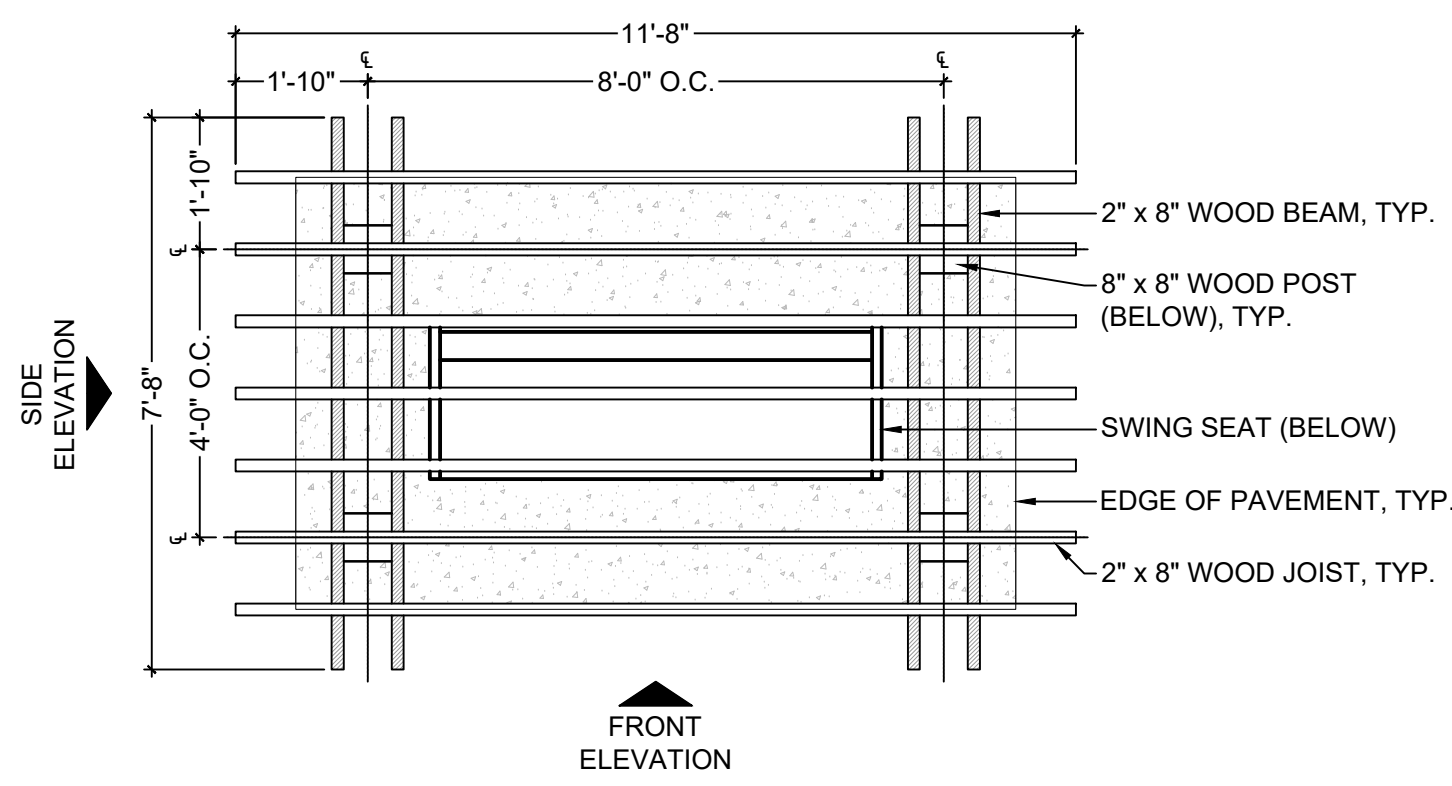
**Revision Dates:**

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02.23.2023	PBG RESUBMITTAL
04.17.2023	PBG RESUBMITTAL
06.08.2023	PBG RESUBMITTAL
06.22.2023	PBG RESUBMITTAL
06.30.2023	PBG RESUBMITTAL

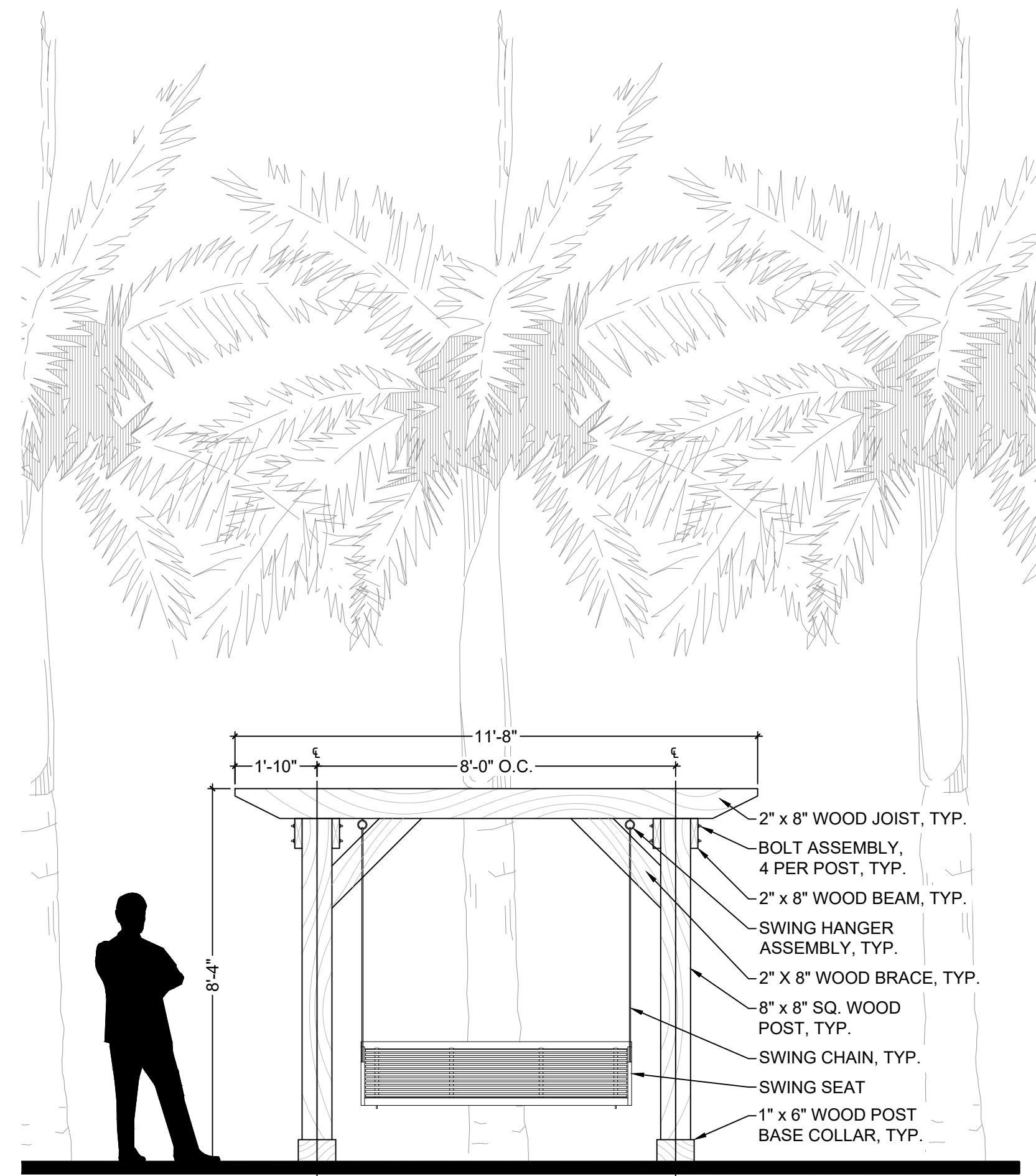
**SP-6**  
of 9

**BENCH SWING ARBOR DETAILS**

SCALE: 3/8" = 1'-0"



**SINGLE SWING PLAN**



**GENERAL NOTES**

1. DETAILS ARE SHOWN FOR DESIGN INTENT PURPOSES ONLY. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR CONSTRUCTION AND ENGINEERING THAT ARE SIGNED AND SEALED BY A FLORIDA LICENSED ENGINEER, TO BE REVIEWED AND APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
2. ALL WOOD COMPONENTS TO BE PRESSURE TREATED FOR USE IN EXTERIOR APPLICATIONS. WOOD SPECIES, COLOR, AND FINISH TO BE DETERMINED BY OWNER OR OWNER'S REPRESENTATIVE AT TIME OF BUILDING PERMIT APPLICATION.
3. ALL ARBOR AND SWING ASSEMBLY HARDWARE TO BE GALVANIZED STEEL.
4. FINAL SELECTION OF SWING SEAT TO BE COMPLETED BY OWNER OR OWNERS REPRESENTATIVE AT TIME OF BUILDING PERMIT APPLICATION.

**SHADE CANOPY**

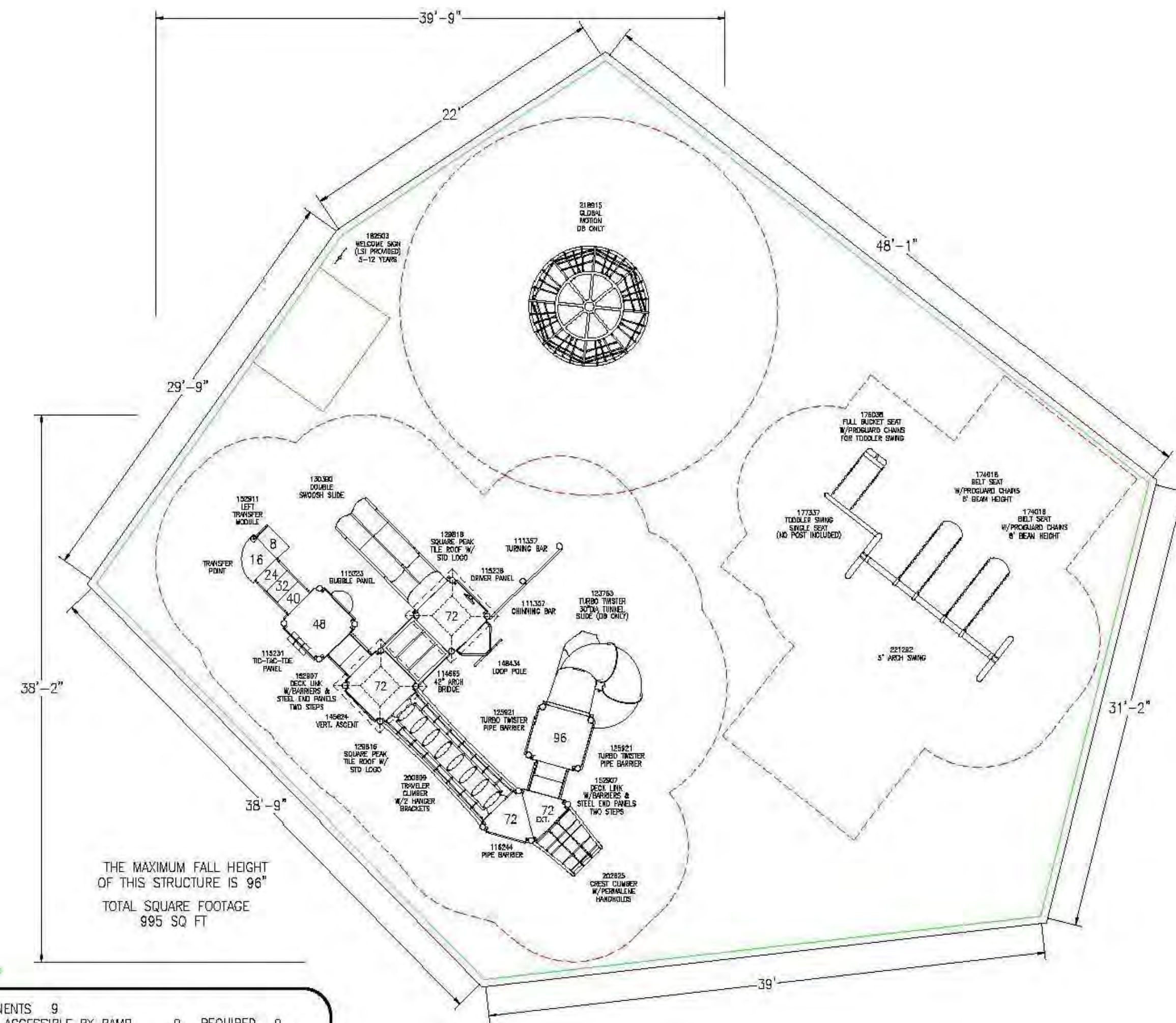
N.T.S.



LANDSCAPE STRUCTURES  
SKYWAYS HIP SHADE STRUCTURE, 40' x 60', OR EQUAL  
FINAL COLOR SELECTIONS TO BE DETERMINED  
AT PERMITTING

**PLAY STRUCTURE - POD 18**

N.T.S.



TOTAL ELEVATED PLAY COMPONENTS	9	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	6	REQUIRED	6
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	5	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3

**PLAN VIEW**

LANDSCAPE STRUCTURES  
PLAY EQUIPMENT; PLAY BOOSTER, OR EQUAL

AGE GROUP: 5-12  
USE ZONE: 38'-9" x 25'  
FALL HEIGHT: 96"



**FRONT VIEW - PLAY EQUIPMENT**

LANDSCAPE STRUCTURES  
PLAY EQUIPMENT; PLAY BOOSTER, OR EQUAL

AGE GROUP: 5-12  
USE ZONE: 38'-9" x 25'  
FALL HEIGHT: 96"

**FRONT VIEW - SWING**

PRODUCT: 2" ARCH SWING - 2 SWINGS

MANUFACTURER: LANDSCAPE STRUCTURES OR EQUIVALENT

**PRODUCT DETAILS:**

- AGE GROUP: 2-5 YEARS
- FINAL COLOR SELECTIONS TO BE SUBMITTED AT TIME OF PERMITTING
- INSTALL PER MANUFACTURER'S SPECIFICATIONS

**FINAL APPROVAL**  
City of Palm Beach Gardens

Project Name: Avenir Pod 18

Petition #: SPLN-22-09-000062

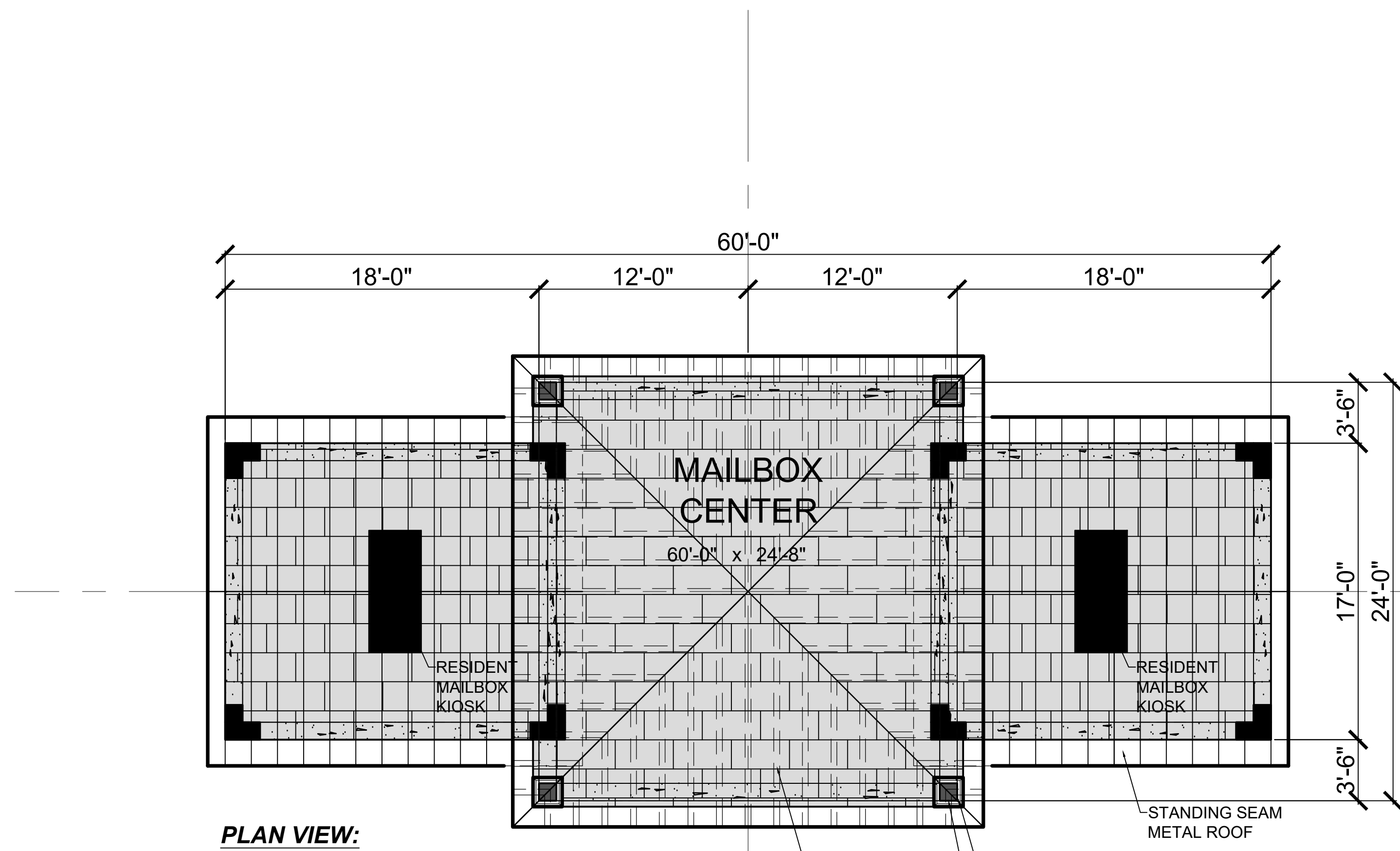
Development Order: Resolution 49, 2023

Date: 9/19/2023

Project Manager: Christopher C. Yerkes, Planner

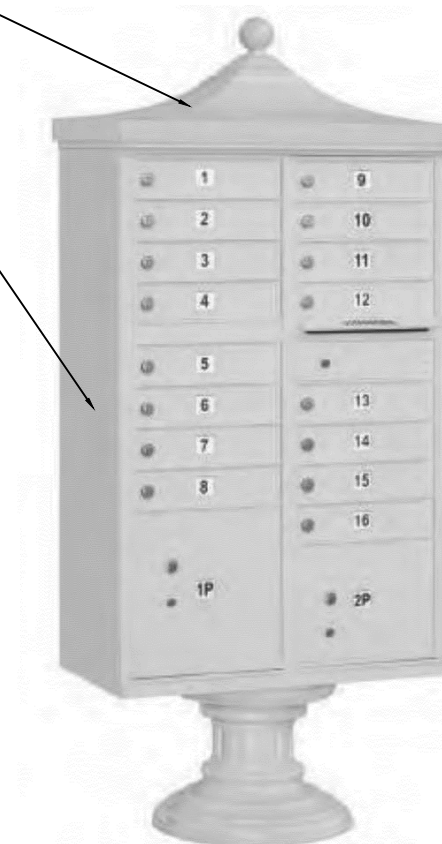
Date:	August 2022
Project No.:	12-065.060
Designed By:	WJT
Drawn By:	WJT
Checked By:	WJT

<b>Revision Dates:</b>	
09.23.2022	PBG SUBMITTAL
02.23.2023	PBG RESUBMITTAL
04.17.2023	PBG RESUBMITTAL
06.08.2023	PBG RESUBMITTAL
05.22.2023	PBG RESUBMITTAL
06.30.2023	PBG RESUBMITTAL



MAILBOX CLUSTER BY SALSBURY INDUSTRIES OR SIMILAR

MAILBOX CLUSTER TO HAVE BRONZE FINISH



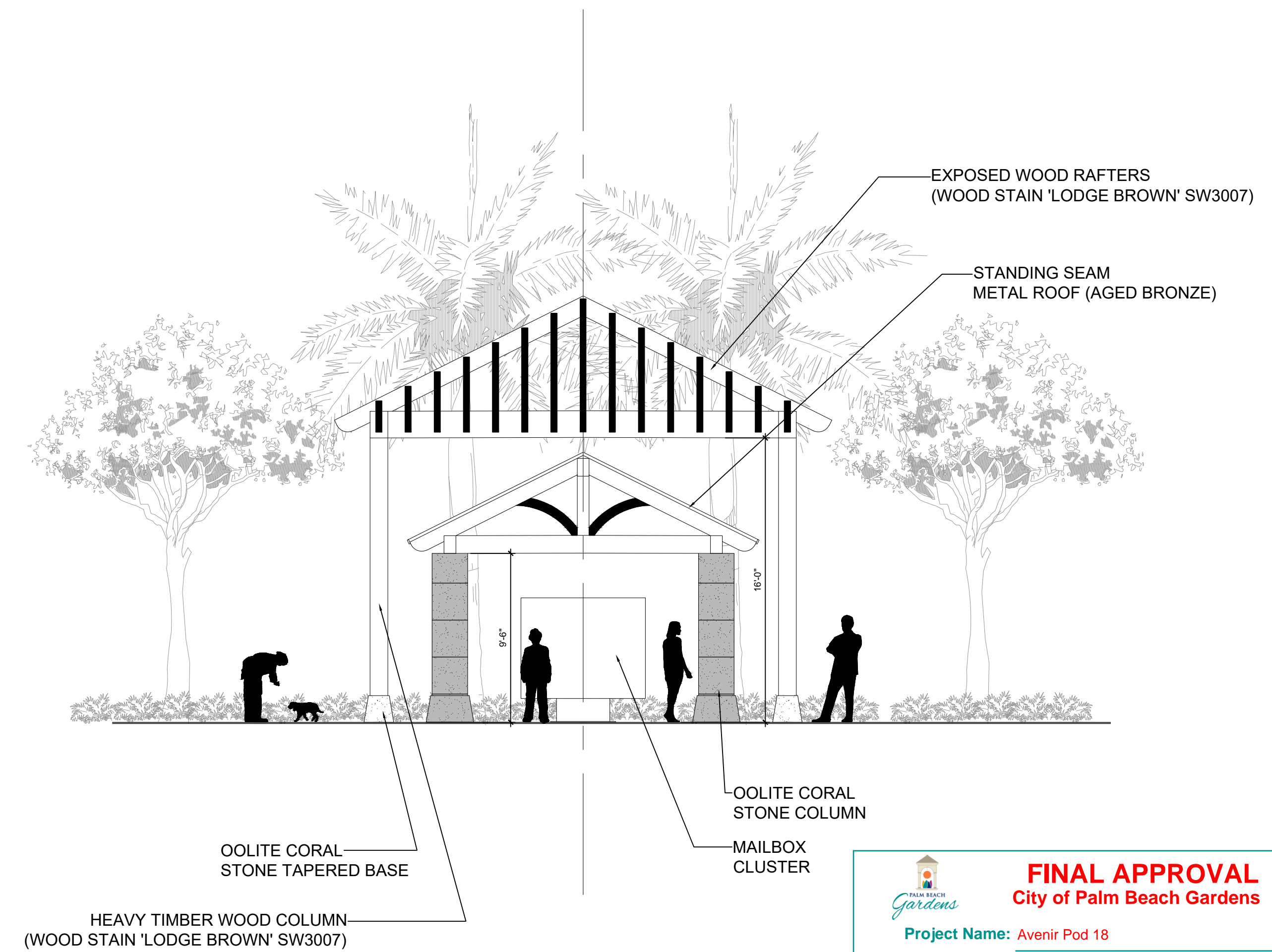
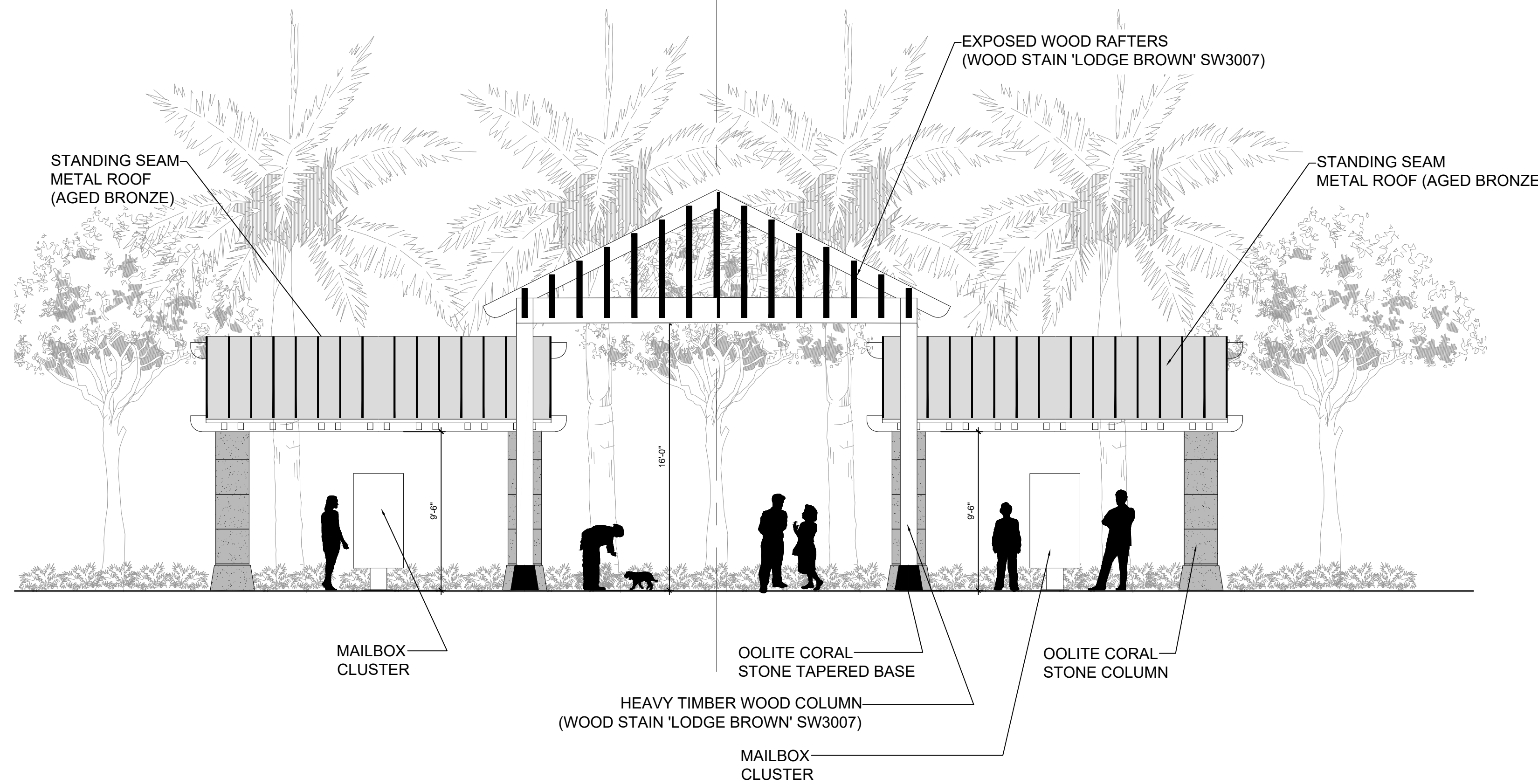
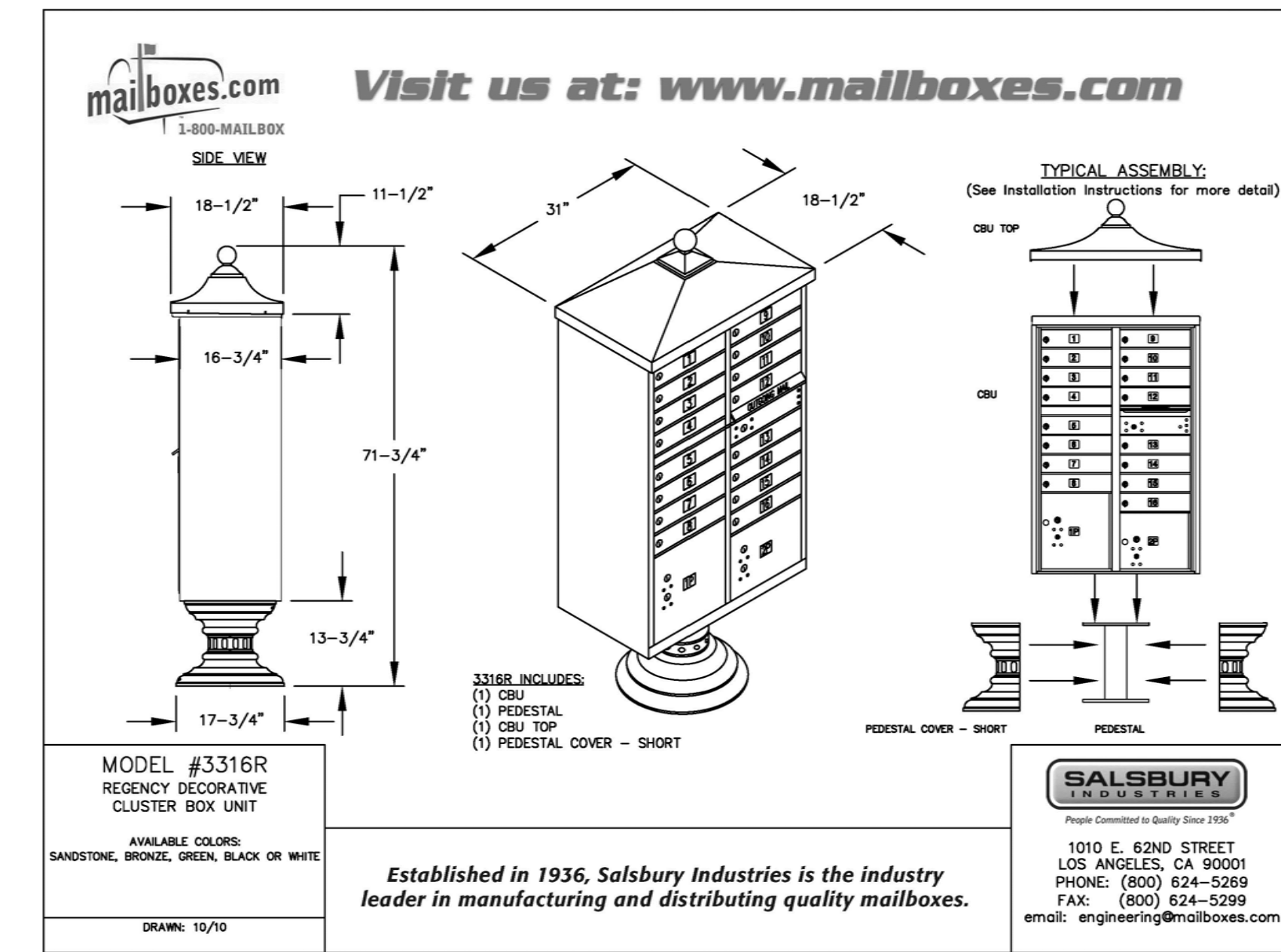
**DESCRIPTION**  
3316R<sup>12</sup> - Regency® Decorative CBU  
16" A" Size Doors - Type III

(16) 4" mail compartments  
(2) parcel lockers

**UNIT SIZE**  
31" W x 71-3/4" H x 18-1/2" D

Mail compartment size:  
12" W x 3" H x 15" D

Parcel locker compartment sizes:  
(1) 12" W x 13-1/2" H  
(1) 12" W x 10" H



**FRONT & REAR ELEVATION:**

**TYPICAL MAILBOX CENTER**

**RIGHT & LEFT ELEVATION:**

**FINAL APPROVAL**  
City of Palm Beach Gardens

Project Name: Avenir Pod 18  
Petition #: SPLN-22-09-00062  
Development Order: Resolution 49, 2023  
Date: 9/19/2023  
Project Manager: Christopher C. Yerkes, Planner

**MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT**  
**INFRASTRUCTURE PROJECT SPECIAL ASSESSMENT BONDS**  
**FOR ASSESSMENT AREA TWO- PARCEL A-18 PROJECT**

PREPARED FOR THE  
**AVENIR**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BOARD OF SUPERVISORS**

February 29, 2024

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

## 1.0 INTRODUCTION

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

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

**Table 1 – Proposed Land Uses for the District**

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

The District intends to finance and construct the Development in phases. **Table 2** below shows the planned uses for the phase known as “Assessment Area Two-Parcel A-18 Project Area” or “Parcel A-18 Project Area”. Assessment Area Two-Parcel A-18 Project Area is a subset of Assessment Area Two of the District boundaries and contains approximately 50.531+/- acres. See **Appendix 7** for a legal description of the property.

**Table 2 – Proposed Land Uses for Assessment Area Two-Parcel A-18 Project**

<u>Residential Parcel</u>	<u>Product Type (Lot Size)</u>	<u># of Units</u>
A-18	80	104

This Master Report will provide the allocation of special assessments as it relates to the sale and issuance of Special Assessment Bonds in one or more series (collectively the “Bonds”) for the financing of public infrastructure improvements in the Development located in the District’s Assessment Area Two-Parcel A-18 Project Area, including, but not limited to surface water management, water distribution and sewage systems, landscaping, irrigation, walls, hardscapes, common areas and other public improvements not otherwise financed by the District with its Bonds (collectively, the “Parcel A-18 Project”). It is anticipated that at least one series of the Bonds will be issued as taxable Bonds.

This Master Report equitably allocates the costs being incurred by the District to provide the benefits of the Parcel A-18 Project to the developable lands within the Parcel A-18 Project Area as identified herein on **Appendix 7**. The Parcel A-18 Project improvements are described below and in the Seventh Supplemental Engineer’s Report (Parcel A-18 Project), dated February 29, 2024, as may be revised (the “Engineer’s Report”), and prepared by Ballbé & Associates, Inc. (the “District’s Engineer”).

Supplemental Assessment Methodologies will be prepared in accordance which each bond issue, which will set forth the specific project to be funded.

**2.0 PROJECT TO BE FUNDED BY THE DISTRICT**

The District anticipates issuing Bonds to finance all or portion of the construction of the Parcel A-18 Project. The total cost of the Parcel A-18 Project is estimated to be approximately \$13,850,050. A detail of the Parcel A-18 Project costs is included herein on **Appendix 1**. The Bonds will be repaid through the levy of non-ad valorem special assessments on assessable property within the Assessment Area Two- Parcel A-18 Project Area. The Parcel A-18 Project has been designed to be functional and confer direct and special benefits to the landowners within the Assessment Area Two- Parcel A-18 Project Area. Any portion of the Parcel A-18 Project not financed through the issuance of Bonds will be paid for by Kenco Communities at Avenir II, LLC or its affiliates (herein the “Landowner”).

Construction and/or acquisition and maintenance obligations for the District's proposed infrastructure improvements constituting the Parcel A-18 Project are described in summary as follows (a detailed description is included in the Engineer's Report):

The District will be constructing all or a portion of the surface water management and drainage system will be constructed by the Landowner or the District, and, if constructed by the Landowner, will be acquired by the District. The District will be responsible for the operation and maintenance of the system retained by the District and serve the District.

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

Other construction items that are part of the Parcel A-18 Project, including but not limited to landscaping, walls, irrigation, entrance features and hardscapes will be constructed by the Landowner or the District, and, if constructed by the Landowner, will be acquired by the District. The District will be responsible for the operation and maintenance of the portion of the system retained by the District which serves the Assessment Area Two- Parcel A-18 Project Area.

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

### **3.0 FUNDING OF IMPROVEMENTS**

To defray the costs of construction and/or acquisition of all or a portion of the Parcel A-18 Project, the District will impose non-ad valorem special assessments on benefited real property in the Assessment Area Two- Parcel A-18 Project Area in one or more liens. These assessments are based on the direct, special and peculiar benefits accruing to such property from the improvements comprising the Parcel A-18 Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the direct and special benefits from the Parcel A-18 Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property would not be possible. The capital facilities which will be funded through these special assessments include only facilities which may be undertaken by a community development district under Chapter 190, F.S. This Master Report is designed to meet the requirements of Chapters 170, 190 and 197, F.S. and will describe the expected terms and conditions of the Bonds.

In summary, special assessments may be made only: (1) for facilities which provide direct and special benefits to property as distinct from general benefits, (2) against property which receives that direct and special benefit, (3) in proportion to the benefits received by such properties, and (4) only if allocated according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments (both capital special assessments and operation and maintenance special assessments) placed upon various benefited properties in the Assessment Area Two- Parcel A-18 Project Area must be sufficient to cover the debt service of the Bonds that will be issued for financing all or a portion of the Parcel A-18 Project and to pay the costs to maintain those portions of the infrastructure that remain under the ownership of the District. The assessments must be fairly and reasonably allocated to the properties being assessed.

#### **4.0 ALLOCATION OF COST AND ASSESSMENTS**

In developing the methodology used for special assessments for the Development in the Assessment Area Two-Parcel A-18 Project, two (2) interrelated factors were used:

- A. Allocation of Benefit: Each parcel of assessable land within the Assessment Area Two- Parcel A-18 Project Area benefits from the proposed improvements.
- B. Cost/Benefit: The special assessments imposed on each assessable parcel of land within the Assessment Area Two- Parcel A-18 Project Area cannot exceed the value of the benefits provided to such parcel.

The planned improvements comprising the Parcel A-18 Project is an integrated system of facilities designed to provide benefits to the assessable property within the Assessment Area Two- Parcel A-18 Project Area as a whole. The Parcel A-18 Project is intended to work as a total system which will provide direct and special benefits for each unit type. The fair and reasonable method of allocating the benefit to each planned residential unit has been accomplished by evenly allocating the benefit across all unit types. Therefore, for the purpose of this Master Report each unit type will be assigned one (1) ERU as listed in **Table 3**. There are no other unit types in Parcel A-18.

**Table 3 – Equivalent Residential Unit (ERU)**

<b><u>Residential Parcel</u></b>	<b><u>Product Type</u></b>	<b><u># of Units</u></b>	<b><u>ERU Factor</u></b>
<b>A-18</b>	80	104	1.000
<b>TOTAL UNITS</b>		<b>104</b>	

The special assessment lien(s) will shift to the parcels in Assessment Area Two-Parcel A-18 Project Area, as represented in **Appendix 6** upon the following events:

- Land is platted within Assessment Area Two-Parcel A-18 Project Area



- Land is sold in the Assessment Area Two-Parcel A-18 Project Area prior to platting

The amount of the assessments that will shift to platted lots is based on the schedule in **Appendix 6**. Land that is sold in Assessment Area Two-Parcel A-18 Project Area prior to platting will have a lien amount attached to the parcel that is equal to the development rights (defined herein as the number of planned units) conveyed with such parcel and type of planned use. Assessment will then be assigned in accordance with **Appendix 6**. As platting occurs the debt assessment will be assigned on a first platted first assigned basis to platted lots receiving property folio numbers, and allocated on an ERU basis as shown herein on **Appendix 6**.

In addition to the special assessments imposed for debt service on the Bonds, the District will also levy an annual administrative assessment to fund the costs of operating and managing the District. As each residential dwelling unit will benefit equally from the operation and management of the District and the Parcel A-18 Project, the annual operation and management assessments will be allocated equally to each assessable lot or unit.

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

## **5.0 COLLECTION OF SPECIAL ASSESSMENTS**

The proposed special assessments relating to the Parcel A-18 Project will be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; F.S. or any other legal means available to the District. The District plans to collect the proposed special assessments through direct billing.

## **6.0 FINANCING STRUCTURE**

The estimated cost of the Parcel A-18 Project is approximately \$13,850,050. The construction program and the costs associated therewith are identified herein on **Appendix 1**.

All or a portion of the capital improvements comprising the Parcel A-18 Project is to be financed by the Bonds and when issued which will be payable from and secured by special assessments levied annually on all assessable properties in the Assessment Area Two-Parcel A-18 Project Area. The total aggregate principal amount of the Bonds that may be issued by the District for the Parcel A-18 Project is approximately \$20,000,000. The proceeds of the Bonds will provide approximately \$13,850,050 for construction related costs. The sizing of the Bonds includes the funding of one or more debt service reserve accounts, funding capitalized interest and paying issuance costs as shown on **Appendix 2**. Please note the above referenced Bond sizing is a maximum amount used

for this Master Report and the Landowner may request the District to issue a lesser amount of Bonds that are less than those presented. The Bond debt allocations are shown on **Appendix 4**.

**7.0 MODIFCATIONS, REVISIONS AND TRUE-UP MECHANISM**

Allocation of costs and benefits, shown herein on **Appendix 3**, for the Parcel A-18 Project financed by the District is initially based on the estimated number of dwelling units projected to be developed and benefited by the infrastructure improvements comprising the Parcel A-18 Project. Based on a Bond size of \$20,000,000, at an assumed interest rate of 8.5%, the maximum annual debt service for the Bonds as shown herein on **Appendix 5**, will be approximately \$1,861,012 which has **not** been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

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

- A. Assume that the total number of ERUs, within each parcel, utilized as a basis for this assessment methodology is as described in **Table 4** (“Total Assessable ERUs”).
- B. Ascertain the number of assessable ERUs, within each parcel, in the proposed plat or re-plat and all prior plats (“Planned Assessable ERUs”).
- C. Ascertain the current amount of potential remaining ERUs within each Parcel (“Remaining Assessable ERUs”).

If the Planned Assessable ERUs are equal to the Total Assessable ERUs, no action would be required at that time. However, if the sum of the Planned Assessable ERUs and the Remaining Assessable ERUs are less than the Total Assessable ERUs, the applicable landowner will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Bonds, plus accrued interest, such that the amount of non-ad valorem assessments allocated to each Planned Assessable ERU does not exceed the amount of debt service that would have been allocated thereto, had the total number of Planned Assessable ERUs not changed from what is represented in **Table 4**. Conversely, if the Planned Assessable ERUs is greater than the Total Assessable ERUs, then there will be a pro-rata decrease in the annual non-ad valorem assessments to all of the benefited properties.

**Table 4 – Total Assessable Lots/Units/ERUs**

<b><u>Residential Parcel</u></b>	<b><u>Product Type</u></b>	<b><u># of Units</u></b>	<b><u>ERU Factor</u></b>	<b><u>ERUs</u></b>
<b>A-18</b>	80	104	1.000	104.00
<b>SUB TOTAL</b>		<b>104</b>		<b>104.00</b>

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

In the event that additional land is annexed into the Assessment Area Two- Parcel A-18 Project Area which is not intended to be subject to the assessments described herein and is developed in such a manner as to receive special benefit from the Parcel A-18 Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this allocation methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

#### **8.0 PRELIMINARY ASSESSMENT ROLL**

When fully developed, the current site plan for the Assessment Area Two-Parcel A-18 Project Area will include the land uses in **Table 4**.

#### **9.0 ADDITIONAL STIPULATIONS**

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

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

\*\*\*\*\*

**APPENDIX 1**

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

**PROJECT COST ESTIMATES FOR MASTER ASSESSMENT METHODOLOGY**

**FOR ASSESSMENT AREA TWO-PARCEL A-18 PROJECT**

	<b>Tax Exempt Costs</b>	<b>Taxable Costs</b>	<b>Total</b>
Water Manaement	\$5,554,850	\$0	<b>\$5,554,850</b>
Water Distribution and Sewage Collection System	\$2,343,300	\$0	<b>\$2,343,300</b>
Landscaping & Irrigation	\$1,802,400	\$1,025,000	<b>\$2,827,400</b>
Perimeter Wall	\$232,700	\$0	<b>\$232,700</b>
Walls, Hardscape, Entrance Features, Common Area & Sidewalks	\$0	\$2,891,800	<b>\$2,891,800</b>
<b>TOTAL</b>	<b>\$9,933,250</b>	<b>\$3,916,800</b>	<b>\$13,850,050</b>

**APPENDIX 2**

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

**BOND SIZING FOR MASTER ASSESSMENT METHODOLOGY**

**FOR ASSESSMENT AREA TWO-PARCEL A-18 PROJECT**

	<b>BOND SIZING</b>
<b>Par Amount</b>	<b>\$20,000,000</b>
Debt Service Reserve Fund	(\$1,861,012)
Capitalized Interest	(\$3,400,000)
Underwriters Discount and Issuance Costs	(\$888,938)
<b>Construction Funds</b>	<b>\$13,850,050</b>
Bond Interest Rate	8.50%

**APPENDIX 3**

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

**PROJECT ALLOCATION (BENEFIT) FOR MASTER ASSESSMENT METHODOLOGY FOR  
ASSESSMENT AREA TWO-PARCEL A-18 PROJECT**

<b>Residential Parcel</b>	<b>Lot Size</b>	<b># of Units</b>	<b>ERU</b>	<b>Total ERU</b>	<b>Total Project Cost Allocation Per Type</b>	<b>Total Project Cost Allocation Per Unit</b>
<b>A-18</b>	80	104	1.000	104.0	\$13,850,050	\$133,174
<b>Total</b>				<b>104.00</b>	<b>\$13,850,050</b>	

**APPENDIX 4**

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

**ALLOCATION OF BOND DEBT PER UNIT FOR MASTER ASSESSMENT METHODOLOGY**

**FOR ASSESSMENT AREA TWO-PARCEL A-18 PROJECT**

<b>Residential Parcel</b>	<b>Lot Size</b>	<b># of Units</b>	<b>ERU</b>	<b>Total ERU</b>	<b>Bond Debt Allocation Per Unit Type</b>	<b>Bond Debt Allocation Per Unit</b>
<b>A-18</b>	80	104	1.000	104.0	\$20,000,000	\$192,308
<b>Total</b>				<b>104.00</b>	<b>\$20,000,000</b>	

**APPENDIX 5**

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

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

**FOR ASSESSMENT AREA TWO-PARCEL A-18 PROJECT**

1	Maximum Annual Debt Service Assessment to be Collected (Net of Discounts and Fees)	\$1,861,012
2	Maximum Annual Debt Service Assessment to be Collected (Grossed Up)*	\$1,979,799
3	Total Number of Residential Units Planned	104
4	Maximum Annual Debt Service per Unit Type	See Appendix 6

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



**APPENDIX 6**

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

**ALLOCATION OF DEBT SERVICE ASSESSMENTS**

**MASTER ASSESSMENT METHODOLOGY INFRASTRUCTURE PROJECT FOR ASSESSMENT  
AREA TWO-PARCEL A-18 PROJECT**

<b>Residential Parcel</b>	<b>Lot Size</b>	<b># of Units</b>	<b>ERU Factor</b>	<b>Total ERU</b>	<b>Maximum Annual Debt Assessment Per Unit**</b>	<b>Maximum Annual Debt Assessment Per Unit*</b>	<b>Maximum Annual Debt Assessment Per Unit Type</b>	<b>Maximum Annual Debt Assessment Per Unit Type*</b>
<b>A-18</b>	80	104	1.000	104.00	\$17,894	\$19,037	\$1,861,012	\$1,979,799
<b>Total</b>				<b>104.00</b>				<b>\$1,979,799</b>

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

\*\*The Net A Bond Annual Debt Assessment and B Bond Annual Debt Assessment are both \$17,894.

## APPENDIX 7

### AVENIR POD 18

#### PROPERTY DESCRIPTION

AVENIR - POD 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 136 PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

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

**RESOLUTION NO. 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS (PARCEL A-18 PROJECT – SERIES 2024A BONDS); INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE PARCEL A-18 PROJECT IMPROVEMENTS WHICH COST IS TO BE DEFRAYED IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT FOR THE ASSESSMENT AREA TWO - PARCEL A-18 PROJECT AREA; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, the Board of Supervisors (“Board”) of the Avenir Community Development District (“District”) hereby determines to construct and/or acquire certain public improvements set forth in the *Seventh Supplemental Engineer’s Report (Parcel A-18 Project)*, prepared by Ballbe & Associates, and dated February 29, 2024, as amended from time to time (the “Engineer’s Report”), which Engineer’s Report is incorporated by reference as part of this Resolution, and in the plans and specifications, all of which are available for review at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “Improvements” or the “Parcel A-18 Project Improvements”);

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

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

**WHEREAS**, the District hereby determines that benefits will accrue to the property improved within the Parcel A-18 Project, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in the District’s *Preliminary Master Special Assessment Methodology Report Infrastructure Project Special Assessment Bonds for Assessment Area Two – Parcel A-18 Project*, dated February 29, 2024, as may be amended and supplemented from time to time (the “Assessment Methodology”) attached to and made a part of this Resolution as Exhibit “A”, incorporated by reference as part of this Resolution, and on file in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

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

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

**Section 1.** The above recitals are hereby adopted.

**Section 2.** Assessments shall be levied to defray a portion of the cost of the Parcel A-18 Project Improvements.

**Section 3.** The nature of the Parcel A-18 Project Improvements include, but is not limited to, water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and other related improvements, all as described more particularly in the Engineer's Report and in the plans and specifications on file in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, which Engineer's Report and plans and specifications are by specific reference incorporated herein and made a part hereof.

**Section 4.** The general location of these Parcel A-18 Project Improvements are located approximately within and benefit 50.531 +/- acres of the District (which District totals approximately 2,427.5 acres) located approximately one (1) mile east of Pratt-Whitney Road on the north side of Northlake Boulevard ( "Assessment Area Two - Parcel A-18 Project Area").

**Section 5.** The estimated cost of the Parcel A-18 Project Improvements, as set forth in the Engineer's Report, is approximately \$13,850,050 (hereinafter referred to as the "Parcel A-18 Project Cost"), which Parcel A-18 Project Cost is expected to be funded, in whole or in part, through one or more series of non-ad valorem special assessments bonds to be issued by the District.

**Section 6.** The Assessments will defray no more than \$20,000,000 which includes a portion of the Parcel A-18 Project Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency with respect to the Series 2024A Bonds. The District is proceeding under separate special assessment proceedings in connection with the portion of the Parcel A-18 Project Cost to be funded through the issuance of the Series 2024B Bonds. Notwithstanding, in accordance with the Assessment Methodology, the Assessments provided for in this Resolution plus the non-ad valorem special assessments being undertaken in connection with the Series 2024B Bonds will collectively fund no more than \$20,000,000.

**Section 7.** The manner in which the Assessments shall be apportioned and paid is contained within the Assessment Methodology. Initially, the Assessments will be levied on a per acre basis since the Parcel A-18 Project Improvements increase the value of all the lands within the Assessment Area Two - Parcel A-18 Project Area within the District. On and after the date the benefited lands within the Assessment Area Two - Parcel A-18 Project Area of the District are specifically platted, the Assessments will be levied on a per unit basis. Until such time that all benefited lands within the District are specifically platted, the manner by which the Assessments will be imposed shall be a combination of a per acre basis and a per unit basis all in accordance with the methodology set forth in attached Exhibit "A."

**Section 8.** The Assessments shall be levied on those lots and lands within the Assessment

Area Two - Parcel A-18 Project Area within the District, as described in the Assessment Methodology, which are adjoining and contiguous or bounding and abutting upon the Parcel A-18 Project Improvements or directly and specially benefited thereby and further designated on the assessment plat referenced below.

**Section 9.** There is on file in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 an assessment plat showing the area (Assessment Area Two - Parcel A-18 Project Area) to be assessed and which is also described in the Assessment Methodology, with the plans and specifications describing the Parcel A-18 Project Improvements and the Parcel A-18 Project Cost, which is and shall be open to inspection by the public.

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

**Section 11.** Commencing with the year in which the District incurs obligations for the payment of a portion of the Parcel A-18 Project Cost of the Parcel A-18 Project Improvements are acquired and constructed by the District, the Assessments shall be paid in not more than thirty (30) annual installments payable (excluding any capitalized period) at the same time and in the same manner as are ad-valorem taxes and as prescribed by Chapter 197, Florida Statutes; provided; however, that in the event the non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or the District determines not to utilize the provisions of Chapter 197, F.S., the Assessments may be collected as is otherwise permitted by law.

**Section 12.** Upon completion of the preliminary assessment roll, the Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Parcel A-18 Project Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

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

**PASSED, ADOPTED and EFFECTIVE** this 29<sup>th</sup> day of February, 2024.

**ATTEST:**

**AVENIR  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Jason Pierman, Secretary

By: \_\_\_\_\_  
Virginia Cepero, Chairperson  
Board of Supervisors

**RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD AT 12:30 P.M. ON \_\_\_\_\_ 2024, AT THE OFFICES OF SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, FLORIDA 33410, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY (ASSESSMENT AREA TWO - PARCEL A-18 PROJECT AREA – SERIES 2024A BONDS) WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 190, F.S., 170, F.S., AND 197, F.S**

**WHEREAS**, the Board of Supervisors (“Board”) of the Avenir Community Development District (“District”) has adopted Resolution No. 2024-01 (the “Initial Assessment Resolution”), for implementing the limits, definitions, purpose, intent, location, nature and estimated cost of the Improvements (a/k/a, the Parcel A-18 Project Improvements), as defined in the Initial Assessment Resolution, to be partially defrayed by certain non-ad valorem special assessments on certain benefited properties, referred to as the Assessment Area Two - Parcel A-18 Project Area, within the boundaries of the District; and

**WHEREAS**, the Initial Assessment Resolution provides for the portion of the estimated cost of the Parcel A-18 Project Improvements to be defrayed by the Assessments, as defined in the Initial Assessment Resolution, and provides further for the manner in which such Assessments shall be levied, when the levy shall occur, and setting forth and designating the lands upon which the Assessments shall be levied, providing for an assessment plat, the preparation of a preliminary assessment roll, and related matters; and

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

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

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

**Section 1.** The above recitals are hereby adopted.

**Section 2.** There is hereby declared to be a public hearing to be held on \_\_\_\_\_, 2024 at 12:30 p.m., at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, for the purpose of hearing questions, comments and objections to the proposed Assessments and the related infrastructure Parcel A-18 Project Improvements as described in the preliminary assessment roll, a copy of which is available for public inspection in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida,

33410. Affected persons may either appear at the hearing or submit their written comments prior to the meeting to the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida, 33410.

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

**PASSED, ADOPTED and EFFECTIVE** this 29<sup>th</sup> day of February, 2024.

**ATTEST:**

**AVENIR  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Jason Pierman, Secretary

By: \_\_\_\_\_  
Virginia Cepero, Chairperson  
Board of Supervisors

## EXHIBIT A

### NOTICE OF HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS (PARCEL A-18 PROJECT – SERIES 2024A AND SERIES 2024B)

Notice is hereby given that the Board of Supervisors (the “Board”) of the Avenir Community Development District (the “District”), located in Palm Beach Gardens, Florida, will conduct a public hearing to levy non-ad valorem special assessments against certain properties within the boundaries of the District. The general location of these Parcel A-18 Project Improvements is located within 50.531 +/- acres of the District (which District totals approximately 2,427.5 acres) located approximately one (1) mile east of Pratt-Whitney Road on the north side of Northlake Boulevard (the “Assessment Area Two - Parcel A-18 Project Area”).

The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the Parcel A-18 Project Improvements generally consists of water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and other related improvements, all as described more particularly in the *Seventh Supplemental Engineer’s Report (Parcel A-18 Project)*, prepared by Ballbe & Associates, and dated February 29, 2024, and in the plans and specifications on file in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “Improvements”). A description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained by all persons interested in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

A public hearing to receive comments from affected property owners as to the propriety and advisability of making such Parcel A-18 Project Improvements, as to the cost thereof as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held on \_\_\_\_\_, 2024, at 12:30 p.m. at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

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

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

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



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

**RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS (PARCEL A-18 PROJECT – SERIES 2024B BONDS); INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE PARCEL A-18 PROJECT IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT FOR THE ASSESSMENT AREA TWO - PARCEL A-18 PROJECT AREA; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, the Board of Supervisors (“Board”) of the Avenir Community Development District (“District”) hereby determines to construct and/or acquire certain public improvements set forth in the *Seventh Supplemental Engineer’s Report (Parcel A-18 Project)*, prepared by Ballbe & Associates, and dated February 29, 2024, as amended from time to time (the “Engineer’s Report”), which Engineer’s Report is incorporated by reference as part of this Resolution, and in the plans and specifications, all of which are available for review at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “Improvements” or the “Parcel A-18 Project Improvements”);

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

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

**WHEREAS**, the District hereby determines that benefits will accrue to the property improved within the Parcel A-18 Project, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in the District’s *Preliminary Master Special Assessment Methodology Report Infrastructure Project Special Assessment Bonds for Assessment Area Two – Parcel A-18 Project*, dated February 29, 2024, as may be amended and supplemented from time to time (the “Assessment Methodology”) attached to and made a part of this Resolution as Exhibit “A”, incorporated by reference as part of this Resolution, and on file in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

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

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

**Section 1.** The above recitals are hereby adopted.

**Section 2.** Assessments shall be levied to defray a portion of the cost of the Parcel A-18 Project Improvements).

**Section 3.** The nature of the Parcel A-18 Project Improvements include, but is not limited to water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and other related improvements, all as described more particularly in the Engineer's Report and in the plans and specifications on file in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, which Engineer's Report and plans and specifications are by specific reference incorporated herein and made a part hereof.

**Section 4.** The general location of these Parcel A-18 Project Improvements are located approximately within and benefit 50.531 +/- acres of the District (which District totals approximately 2,427.5 acres) located approximately one (1) mile east of Pratt-Whitney Road on the north side of Northlake Boulevard (the "Assessment Area Two - Parcel A-18 Project Area").

**Section 5.** The estimated cost of the Parcel A-18 Project Improvements, as set forth in the Engineer's Report, is approximately \$13,850,050 (hereinafter referred to as the "Parcel A-18 Project Cost"), which Parcel A-18 Project Cost is expected to be funded, in whole or in part, through one or more series of non-ad valorem special assessment bonds to be issued by the District.

**Section 6.** The Assessments will defray no more than \$20,000,000 which includes a portion of the Parcel A-18 Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency with respect to the Series 2024A Bonds. The District is proceeding under separate special assessment proceedings in connection with the portion of the Parcel A-18 Project Cost to be funded through the issuance of the Series 2024B Bonds. Notwithstanding, in accordance with the Assessment Methodology, the Assessments provided for in this Resolution plus the non-ad valorem special assessments being undertaken in connection with the Series 2024B Bonds will collectively fund no more than \$20,000,000.

**Section 7.** The manner in which the Assessments shall be apportioned and paid is contained within the Assessment Methodology. Initially, the Assessments will be levied on a per acre basis since the Parcel A-18 Project Improvements increase the value of all the lands within the Assessment Area Two - Parcel A-18 Project Area within the District. On and after the date the benefited lands within the Assessment Area Two - Parcel A-18 Project Area of the District are specifically platted, the Assessments will be levied on a per unit basis. Until such time that all benefited lands within the District are specifically platted, the manner by which the Assessments will be imposed shall be a combination of a per acre basis and a per unit basis all in accordance with the methodology set forth in attached Exhibit "A."

**Section 8.** The Assessments shall be levied on those lots and lands within the Assessment

Area Two - Parcel A-18 Project Area within the District, as described in the Assessment Methodology, which are adjoining and contiguous or bounding and abutting upon the Parcel A-18 Project Improvements or directly and specially benefited thereby and further designated on the assessment plat referenced below.

**Section 9.** There is on file in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 an assessment plat showing the area (Assessment Area Two - Parcel A-18 Project Area) to be assessed and which is also described in the Assessment Methodology, with the plans and specifications describing the Parcel A-18 Project Improvements and the Parcel A-18 Project Cost, which is and shall be open to inspection by the public.

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

**Section 11.** Commencing with the year in which the District incurs obligations for the payment of a portion of the Parcel A-18 Project Cost of the Parcel A-18 Project Improvements are acquired and constructed by the District, the Assessments shall be paid in not more than thirty (30) annual installments payable (excluding any capitalized period) at the same time and in the same manner as are ad-valorem taxes and as prescribed by Chapter 197, Florida Statutes; provided; however, that in the event the non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or the District determines not to utilize the provisions of Chapter 197, F.S., the Assessments may be collected as is otherwise permitted by law.

**Section 12.** Upon completion of the preliminary assessment roll, the Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Parcel A-18 Project Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

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

**PASSED, ADOPTED and EFFECTIVE** this 29<sup>th</sup> day of February, 2024.

**ATTEST:**

**AVENIR  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Jason Pierman, Secretary

By: \_\_\_\_\_  
Virginia Cepero, Chairperson  
Board of Supervisors

**RESOLUTION NO. 2024-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD AT 12:30 P.M. ON \_\_\_\_\_ 2024, AT THE OFFICES OF SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, FLORIDA 33410, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY (ASSESSMENT AREA TWO PARCEL A-18 PROJECT AREA – SERIES 2024B BONDS) WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 190, F.S., 170, F.S., AND 197, F.S**

**WHEREAS**, the Board of Supervisors (“Board”) of the Avenir Community Development District (“District”) has adopted Resolution No. 2024-03 (the “Initial Assessment Resolution”), for implementing the limits, definitions, purpose, intent, location, nature and estimated cost of the Improvements (a/k/a, the Parcel A-18 Project Improvements), as defined in the Initial Assessment Resolution, to be partially defrayed by certain non-ad valorem special assessments on certain benefited properties, referred to as the Assessment Area Two - Parcel A-18 Project Area, within the boundaries of the District; and

**WHEREAS**, the Initial Assessment Resolution provides for the portion of the estimated cost of the Parcel A-18 Project Improvements to be defrayed by the Assessments, as defined in the Initial Assessment Resolution, and provides further for the manner in which such Assessments shall be levied, when the levy shall occur, and setting forth and designating the lands upon which the Assessments shall be levied, providing for an assessment plat, the preparation of a preliminary assessment roll, and related matters; and

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

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

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

**Section 1.** The above recitals are hereby adopted.

**Section 2.** There is hereby declared to be a public hearing to be held on \_\_\_\_\_, 2024 at 12:30 p.m., at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, for the purpose of hearing questions, comments and objections to the proposed Assessments and the related infrastructure Parcel A-18 Project Improvements as described in the preliminary assessment roll, a copy of which is available for public inspection in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida,

33410. Affected persons may either appear at the hearing or submit their written comments prior to the meeting to the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida, 33410.

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

**PASSED, ADOPTED and EFFECTIVE** this 29<sup>th</sup> day of February, 2024.

**ATTEST:**

**AVENIR  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Jason Pierman, Secretary

By: \_\_\_\_\_  
Virginia Cepero, Chairperson  
Board of Supervisors

## EXHIBIT A

### NOTICE OF HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS (PARCEL A-18 PROJECT – SERIES 2024A AND SERIES 2024B)

Notice is hereby given that the Board of Supervisors (the “Board”) of the Avenir Community Development District (the “District”), located in Palm Beach Gardens, Florida, will conduct a public hearing to levy non-ad valorem special assessments against certain properties within the boundaries of the District. The general location of these Parcel A-18 Project Improvements is located within 50.531 +/- acres of the District (which District totals approximately 2,427.5 acres) located approximately one (1) mile east of Pratt-Whitney Road on the north side of Northlake Boulevard (the “Assessment Area Two - Parcel A-18 Project Area”).

The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the Parcel A-18 Project Improvements generally consists of water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and other related improvements, all as described more particularly in the *Seventh Supplemental Engineer’s Report (Parcel A-18 Project)*, prepared by Ballbe & Associates, and dated February 29, 2024, and in the plans and specifications on file in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “Improvements”). A description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained by all persons interested in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

A public hearing to receive comments from affected property owners as to the propriety and advisability of making such Parcel A-18 Improvements, as to the cost thereof as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held on \_\_\_\_\_, 2024, at 12:30 p.m. at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

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

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

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

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



**Standard Hourly T&M Rates as of September 2022**  
**(Equipment Rates are Hourly & Include Operator)**

<u>Description</u>	<u>Price</u>	<u>Description</u>	<u>Price</u>
<b>Backhoes</b>		<b>Mixers</b>	
Backhoe (CAT 308)	\$150.00	Mixer (Bomag MPH100)	\$330.00
Backhoe (CAT 324) Long Reach	\$450.00	Mixer (CAT 250)	\$460.00
Backhoe (CAT 328)	\$250.00		
Backhoe CAT (330) with Grappler	\$350.00		
Backhoe CAT (336)	\$280.00		
Backhoe (CAT 349)	\$390.00	<b>Pumps</b>	
Backhoe (CAT 374)	\$620.00	Trash Pump 3" Per Day	\$210.00
		Larger Pumps - Prices upon Request	
		Vibratory Roller(CAT 423)	\$130.00
<b>Bulldozers</b>		Vibratory Roller (CAT CS 533 / 563)	\$160.00
Bulldozer (CAT D5K)	\$180.00	Steel-Wheeled Roller (3) (Ingram)	\$140.00
Bulldozer (CAT D6K)	\$230.00	Asphalt Roller (CAT CB 434)	\$130.00
Bulldozer (CAT D6N)	\$280.00	Asphalt Roller (CAT CB 334)	\$110.00
Bulldozer (CAT D6T)	\$330.00	Asphalt Roller 9-Wheel Traffic Roller	\$150.00
Bulldozer (CAT D8T)	\$370.00	Asphalt Roller (CAT CB534)	\$200.00
		<b>Tractors</b>	
<b>Graders</b>		Tractor Boxblade (Ford 3930 or eqv.)	\$70.00
Grader (CAT 12H)	\$240.00	Tractor w/ Mower / Bushog	\$80.00
Grader (CAT 12M) w/GPS	\$280.00	Tractor (John Deere 9420)	\$220.00
		Tractor (John Deere 9420) with Disk	\$260.00
<b>Loaders</b>			
Loader (420 Combination)	\$130.00		
Loader (CAT 928)	\$150.00	<b>Trucks</b>	
Loader (CAT 938)	\$180.00	Truck CAT 740 (Off Road 40 Ton Dump)	\$450.00
Loader (CAT 950)	\$220.00	Truck CAT 730 (Off Road 30 Ton Dump)	\$350.00
Loader (CAT 980)	\$330.00	Truck (Highway Tri-Axle Dump)	\$120.00
		Truck (Off Road Water Tanker)	\$180.00
<b>Labor</b>		Truck (On-Road Water Tanker)	\$200.00
Superintendent per Hour	\$130.00	Truck (Prime / Tack) & Plus Material	\$150.00
Foreman per Hour	\$110.00		
Operator per Hour (if separate)	\$90.00	Lowboy Transport per Trip	\$1,430.00
Pipelayer per Hour	\$80.00		
Laborer per Hour	\$60.00		
Mechanic per Hour	\$140.00		
<b>Miscellaneous Equipment</b>			
Asphalt Paver (CAT AP 800)	\$360.00		
Crusher	\$690.00		
GPS Equipment for Grading Equipment	Price on Request		
Morbark Grinder (1300)	\$460.00		
Morbark Grinder (6600)	\$620.00		
Powerscreen (1800)	\$650.00		
Skid Steer (Cat 248)	\$110.00		
Skid Steer (Cat 256/262)	\$130.00		
Skid Steer (Cat 289)	\$140.00		
Street Broom (LayMor)	\$100.00		
Trencher (DitchWitch Tractor)	\$110.00		
Wacker Plate Tamper per Day (1550)	\$110.00		
Wacker Plate Tamper per Day (3545)	\$170.00		
Wacker Plate Tamper per Day (6055)	\$300.00		

## FIBER RELOCATION AGREEMENT

THIS FIBER RELOCATION AGREEMENT (this "Agreement") is made effective as of the date of the last signature below (the "Effective Date"), by and between Crown Castle Fiber LLC, a New York limited liability company ("Crown"), and Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes having an address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 ("Company").

### BACKGROUND:

Company owns or controls certain real property that Company desires to develop. However, certain fiber, wires, cables, underground conduit, above-ground enclosures, markers, concrete pads, and other appurtenant fixtures and equipment owned or controlled by Crown ("Property") is in the way of Company's desired development. Company seeks to have Crown relocate Crown's Property to accommodate such development, and Crown is willing to relocate such Property, provided that: (a) Company pays the cost of relocation, and (b) Company grants Crown an easement to locate Crown's Property on the developed property, all as more particularly provided below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

**1. Scope of Work.** The Scope of Work outlined in Exhibit A describes work to be performed pursuant to this Agreement ("Project"), specifying detail including the location, scope of work, schedule, pricing, and any other pertinent information required for the Project. This Agreement, together with Exhibit A, purchase orders, attachments, exhibits, drawings, specifications, instructions, issued and agreed to hereunder shall be hereinafter referred to collectively as the "Contract Documents." The work which Crown is engaged by Company to perform pursuant to the Contract Documents is hereinafter referred to as the "Work." The Work may be performed by a Crown affiliate.

### **2. Pricing, Payment, and Liens.**

- a. The method of determining the amount to be paid by Company to Crown for performing the Work for the Project shall be set forth in Exhibit A.
- b. Company shall review invoices sent by Crown and notify Crown of any dispute of any of the charges set forth in the invoice within fifteen (15) business days of receipt. Company shall pay the undisputed portion of such invoices within thirty-five (35) days of receipt. Crown will impose a late charge of one percent per month on all amounts not paid by the deadlines set forth herein. In cases where Work is to be performed by Crown on a time and materials basis, Company shall be entitled to receive appropriate supporting documentation (i.e., receipts) for materials which the Contract Documents provide are to be charged to Company (except per diem, if any), and Company may withhold payment on such specific items where such documentation is lacking until such documentation is provided. No interest shall accrue on the unpaid amount of any such undocumented items unless and until the appropriate documentation is provided and the applicable payment period shall have expired. The existence of a dispute as to any specific item shall not affect Company's obligation to pay for all undisputed items.
- c. Company shall not make, file or maintain a mechanic's or other lien or claim of any kind or character whatsoever against any fiber, tower, small cell site, building, site, or other structure to which the Work relates, the additions, improvements, alterations, or repairs made thereon, the ground on which said fiber, tower, small cell site, building or other structure is situated, or any other property or property interest owned, held, occupied or otherwise possessed by Crown or its affiliates for or on account of any labor, materials, fixtures, tools, machinery, equipment or any other things furnished, or any other work done or performance given under,

arising out of, or in any manner connected with the Work, or any agreement supplemental thereto.

**3. Performance Standards and Warranties.** Crown will perform the Work required pursuant to the Contract Documents by making use of its skill and experience and with due consideration to standards of care generally accepted in the communications contracting industry. Crown will not be responsible for defects or incorrect relocation caused in whole or in part by Company's acts, omissions, negligence or misconduct or the acts, omissions, negligence or misconduct of Company's customers or any other third party. NO OTHER WARRANTY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED OR IMPLIED (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY) SHALL BE APPLICABLE TO THE WORK PROVIDED BY CROWN PURSUANT TO THIS AGREEMENT.

**4. Limitation of Liability.** UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL CROWN BE LIABLE TO COMPANY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

**5. Applicable Law; Venue.** Unless as otherwise required by law, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to conflicts of law principles. All suits, actions or other proceedings brought by either party arising out of or relating to this Agreement shall be brought only in the 15th Judicial Circuit in and for Palm Beach County, Florida or the United States District Court for the Southern District of Florida .

**6. Disputes.** If for any reason Company and Crown are unable to resolve a dispute, the party initiating the dispute shall notify the other party in writing that a dispute exists. Such notification shall provide sufficient details of the dispute so as to allow the other party to respond to the notification. The party receiving the notification shall respond with sufficient details of its position within fifteen (15) business days.

If the parties are then unable to settle the dispute, the dispute will be referred to senior executives of the parties who shall have designated authority to settle the dispute. The parties shall promptly prepare and exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations that have taken place and attaching relevant documents. The senior executives will meet for negotiations at a mutually agreed time and place or via phone. If the matter has not been resolved within thirty (30) calendar days of the commencement of such negotiations, the parties agree to consider resolution of the dispute pursuant to Section 6.

**7. Indemnification.** To the extent permitted by Florida law, Company shall indemnify, defend and hold harmless Crown, its affiliates, its employees, officers, directors, agents, successors, assigns, and landlords from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, reasonable attorneys' fees, costs, expenses and losses which result or arise from: 1) injuries to or death of any persons or damage to property, including theft, in any way arising out of or caused by the Work performed; 2) any failure of Company to perform its obligations under this Agreement, or breach by Company of any representation, warranty, covenant or agreement contained in the Agreement; 3) any release of hazardous substances, pollutants or contaminants caused in the performance of the Work; 4) any violation of any law, regulation, rule, standard, or other governmental requirement by Company; and 5) any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights arising from or in connection with the products or materials provided or the Work performed under the Agreement or their use.

## **8. Insurance.**

- a. At its expense, Crown shall obtain and maintain in effect at all times during the performance of Work insurance coverage with limits not less than those set forth below:
  - i. Workers' Compensation insurance as required by any applicable law or regulation.
  - ii. Primary comprehensive general liability insurance, including contractor's protective (contingent), contractual and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage claims arising out of any one incident.
  - iii. Primary comprehensive automobile liability insurance with a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage claims arising out of any one incident.
  - iv. Umbrella liability insurance with a combined single limit of Five Million Dollars (\$5,000,000) in excess of the foregoing coverages indicated above for all insured claims arising out of any one incident.
- b. Crown shall deliver to Company, upon request by Company, certificates of insurance evidencing the above-described coverage. Such certificates shall be issued in forms reasonably acceptable to Company and shall provide that not less than thirty (30) calendar days advance written notice will be given to Company prior to cancellation, termination or material alteration of such policies. Except with respect to workers' compensation coverage, all policies of insurance required pursuant to this Agreement shall name Company as an additional insured, but only with respect to liability arising out of Work to be performed pursuant to this Agreement.

## **9. Subcontracts.** Crown may subcontract or delegate any or all of the Work.

## **10. Confidentiality.**

- a. Each party shall hold Confidential Information received from the other party with the same degree of care as it would its own confidential information, but with no less than reasonable commercial care, and shall use such information only for the purpose for which it is disclosed and in accordance with this Agreement. The receiving party shall not disclose Confidential Information to any third party without the prior written approval of the disclosing party, except that Crown may disclose Confidential Information to its agents, employees, officers, attorneys, and contractors to the extent they need to know the Confidential Information under this Agreement. The receiving party shall only use the Confidential Information of the disclosing party for the purpose of this Agreement. No ownership right in Confidential Information is transferred in any manner pursuant to this Agreement. "Confidential Information" means information, including, but not limited to, information regarding: (i) the disclosing party's assets, liabilities, operations, financial conditions, employees, suppliers, plans, prospects, management, investors, products, strategies and techniques; (ii) the disclosing party's products system designs, system planning or technical data; (iii) the identity and confidential information of the receiving party's suppliers, landlords, and customers; and (iv) trade secrets.
- b. The confidentiality restrictions of this Agreement shall not apply to any information: (i) lawfully received from another source free of restriction and without breach of this Agreement; (ii) that becomes generally available to the public without breach of this Agreement; (iii) known to the receiving party at the time of disclosure; (iv) independently developed by the receiving party without reference or resort to the Confidential Information;

(v) disclosed pursuant to written consent of the disclosing party; or (vi) if legally permitted, is required by legal process or court order to be disclosed by the receiving party, provided that the receiving party provides the disclosing party prompt written notice of such requirement prior to such disclosure.

- c. The obligation to protect the confidentiality of Confidential Information shall survive the expiration, termination or assignment of this Agreement. Notwithstanding, the parties acknowledge that Florida's Public Records Law (Chapter 119, Florida Statutes), and related provisions of Florida law, govern the disclosure of records.

## **11. Release of Information.**

a. Neither party shall publicly advertise or publish information concerning the entry into, execution of, terms or delivery of this Agreement, including, but not limited to the nature of this Agreement, its terms or conditions, or the terms and conditions of a Contract Document issued hereunder, without the prior written consent of the other party, unless necessary to perform the Work. Crown understands and agrees that this Agreement will be included on an a meeting agenda and as part of an agenda package presented to the Board of Supervisors of Company for consideration at a public meeting as required by Florida law, that the agenda and agenda package will be posted on the Company's website as required by Florida law, and that such Agreement is a public record subject to disclosure pursuant to Chapter 199, Florida Statutes (Florida's Public Records Law).

b.

Neither party shall use the name or trademark of the other, or any of their respective parent companies, subsidiaries, affiliates or partners with respect to any advertising, promotion, publicity or representation that either party may make in connection with the party's business, services and/or product lines, as applicable, without the prior written consent of the other party.

**12. Delays.** The parties acknowledge that they expect to agree upon a schedule for the completion of the Work in connection with each Project undertaken. Crown will use reasonable efforts to complete the Work in accordance with the applicable schedule. In any event, Crown will not be responsible for delays that occur for reasons outside its reasonable control, as provided in Section 14. of this Agreement.

**13. Force Majeure.** Crown shall not be liable for delay or interruption in the performance of Work, or for inability to perform the Work, due to acts of God, flood, fire, lightning, earthquake, epidemic, quarantine restriction, war, sabotage, acts of a public enemy, insurrection, riot, civil disturbance, accidents or disruptions such as fire, explosion or major equipment breakdown, failures or delay beyond Crown's reasonable control in securing necessary materials, equipment, services or facilities, strikes, slowdowns, jurisdictional disputes or other labor difficulties, restraint by court order or public authority, any act, delay or failure to act by any governmental authority, including delay or failure to obtain authorizations or approvals from any governmental authority, any delay caused by Company or any party acting under the direction of Company or on its behalf, or any other cause beyond Crown's reasonable control. Upon receipt of a notice from Crown requesting appropriate action, Company and Crown will negotiate mutually acceptable changes to the Contract Documents which effect equitable adjustments in prices, schedules and any other affected provision of the Contract Documents resulting from the occurrence of any such event.

**14. Changes.** Company will cooperate with Crown as required to permit Crown to perform the Work in a timely and cost-effective manner, and, in connection therewith, Company will keep Crown apprised generally of Company's plans, goals and prospects for the Project. By written agreement between the Company and Crown, Company may request changes to the Work or any portion thereof which has been contracted. If any such change causes an increase in the cost of Crown' performance or the time for performance, Crown shall not be required to implement any such change unless and until Crown is given

an equitable adjustment in the price and performance schedule. If in the course of its performance of the Work, Crown discovers a specific Project-related situation which will cause an unforeseen delay or necessitate the incurring by Crown of unanticipated extra costs, Crown will be compensated for such unanticipated extra costs. If any dispute arises over any change order, Crown may continue with the performance of the Work as it was originally described without giving effect to such change and will be entitled to compensation therefor as originally provided in the Contract Documents.

**15. Termination.** Either party may terminate this Agreement by reason of the default of the other party; provided, however, that the party seeking to terminate this Agreement shall first give the other party written notice of the claimed default and its intention to terminate this Agreement by virtue of such default and thirty (30) days within which to cure such default; provided, however, that if such default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, then the defaulting party shall not be deemed to be in default, so long as it commences promptly within such thirty (30) day period such action as shall reasonably be necessary to cure such default and in good faith diligently pursues such cure to conclusion. If the claimed default is not cured within such thirty (30) day period (or such longer period as provided in the preceding sentence), then the non-defaulting party may, upon written notice, terminate this Agreement. In the event of a default by Company, Company shall pay Crown the full amount owed under this Agreement.

**16. Independent Contractor.** Crown's relationship to Company under this Agreement is that of independent contractor. Neither Crown nor any of its employees, subcontractors or consultants shall be designated as employees, agents, joint venturers or partners of Company.

**17. Notices.**

- a. Any notice delivered under this Agreement shall be in writing and shall be delivered by certified mail or recognized overnight courier service addressed to the parties at the addresses set forth below or to such other address as a party may subsequently designate in a written notice delivered pursuant to this provision:

If to Company:

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

If to Crown:

Crown Castle Fiber LLC  
2000 Corporate Drive  
Canonsburg, PA 15317  
Attention: Network

Copy to: Crown Castle Fiber LLC  
1500 Corporate Drive  
Canonsburg, PA 15317  
Attn: Legal - Infrastructure

- b. Any notice given by Certified U.S. Mail or courier delivery service shall be effective on the earliest of: i) the expiration of five (5) business days after the day it is mailed; or (ii) the date of receipt as evidenced by the U.S. Postal Service's domestic return receipt or courier delivery service receipt.

**18. Term of Agreement.** The term of this Agreement shall commence on the Effective Date. Unless terminated sooner in accordance with Section 16, the term of the Agreement shall be the longer of: (i) six (6) months; or (ii) the completion of the Work.

**19. Entire Agreement.** This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written communications, understandings or agreements between the parties with respect to such subject matter. In no event shall preprinted terms or conditions found on any

purchase order, work order, or similar document issued by Company be considered part of, or an amendment or modification to, this Agreement.

**20. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible, and such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof. Any court or arbitrator having jurisdiction over this Agreement shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

**21. Amendments.** No amendment, waiver or discharge of any provision of this Agreement will be effective unless made in a writing that specifically identifies this Agreement and the provision intended to be amended, waived or discharged and is signed by Crown and Company. Each such amendment, waiver or discharge will be effective only in the specific instance and for the purpose for which it is given.

**22. Assignments.** Company may not assign this Agreement without the prior written agreement of Crown. Crown may assign this Agreement to its parent or any subsidiary, affiliate, or successor without the written consent of Company.

**23. Sovereign Immunity.** Nothing herein shall constitute or be construed as a waiver by Company of the privileges, immunities, and limitations of liability afforded the Company pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**24. Public Records.**

a. Crown 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 Company to perform the services or work set forth in this Agreement; and

2. Upon the request of the Company's custodian of public records, provide the Company 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 Crown does not transfer the records to the Company; and

4. Upon completion of the Agreement, transfer, at no cost to the Company, all public records in possession of Crown or keep and maintain public records required by the Company to perform the service or work provided for in this Agreement. If Crown transfers all public records to the Company upon completion of the Agreement, Crown shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Crown keeps and maintains public records upon completion of the Agreement, Crown shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Company, upon request from the Company's custodian of public records, in a format that is compatible with the information technology systems of the Company.

b. Crown acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Company pursuant to Section 119.0701(3), Florida Statutes. If notified by the Company of a public records request for records not in the possession of the Company but

in possession of Crown, Crown shall provide such records to the Company or allow the records to be inspected or copied within a reasonable time. Crown acknowledges that should Crown fail to provide the public records to the Company within a reasonable time, Crown may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

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

**25. Survival.** Any provision contained within the Agreement which by its very nature is intended to survive termination of the Agreement shall survive such termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Crown Castle Fiber LLC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company:

Avenir Community Development District

Signature: \_\_\_\_\_

Virginia Cepero, Chair  
Board of Supervisors

Date \_\_\_\_\_



# **Exhibit A**

**I. Location of Fiber Relocation**

**II. Scope of Work**

**III. Schedule**

**IV. Pricing**

1. Date of Request: 1-29-24

- Location Northlake Blvd Phase 1 with Avenir
- Scope of work: At the request of the Company, Crown Castle will relocate the existing Underground fiber along Northlake Blvd from east of Avenir to 8000 feet west of there for road widening
- Crown Castle will complete the following tasks:
  - Create construction drawings to plan and execute the requested work.
  - Complete the construction of the requested relocation
  - Update (CADD) Crown Castle existing as-built drawings to show new facilities

- Relocation Charges:

• Engineering	\$	8161.00
• Materials	\$	136562.00
• <u>Construction/MOT</u>	\$	<u>221644.00</u>
<b>Total:</b>	<b>\$</b>	<b>366367.00</b>

6. Special Requirements or Notes:

- Please note that NO WORK can commence until an executed copy of this contract is signed by the Customer and payment is provided to Crown Castle.
- Full payment must then be made to Crown Castle before any Engineering and Construction is performed.

7. Anticipated Completion Date: After receipt of signed contract and payment, Crown Castle will schedule the work with a target completion date of 45 calendar days after all permit and customer circuit releases are approved.

8. Please make checks payable to Crown Castle Fiber and mail to:

J.P. Morgan Bank  
P.O. Box 28730  
New York, NY 10087-8730  
Reference: Customer  
WO49931

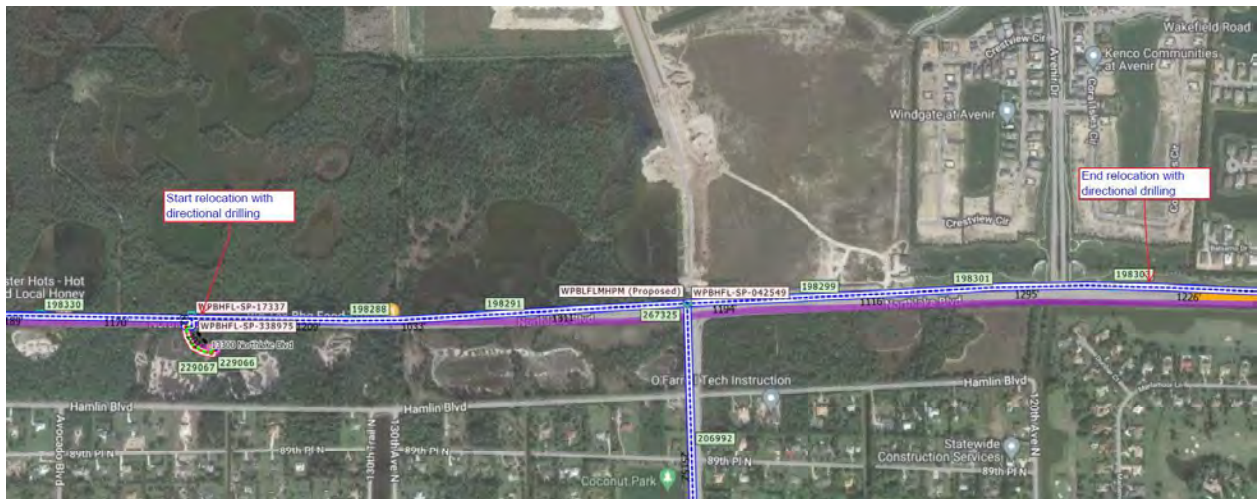
9) Wire Crown Castle payments to:

**Wire / ACH Information:**

JP Morgan Chase Bank  
Crown Castle Fiber LLC  
Acct #: 198710895  
ABA #: 021000021  
WO49931

# Area of Proposed Work

## Attachment 1



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 6 – FPL BACKBONE SYSTEM

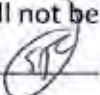
All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the General Conditions, Plans and Specifications, and Addenda. The Contractor agrees that he has examined the site of the Project and the plans & specifications for said work and made his own 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 Contractors 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 SP

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 CS




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 CS

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 whom the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this

Owner \_\_\_\_\_ Contractor GP

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 received; (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.

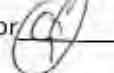
(b) Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Owner pursuant to Section 119.0701(3), Florida Statutes. If notified by the Owner of a public records request for records not in the possession of the Owner but in possession 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](mailto: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

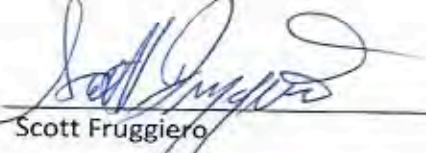
\_\_\_\_\_  
Print  
Name: \_\_\_\_\_

Dated: \_\_\_\_\_


WITNESSES:

CONTRACTOR:  
SPF UNDERGROUND UTILITIES, INC., a Florida  
corporation

\_\_\_\_\_  
Print  
Name: \_\_\_\_\_

By:   
Name: Scott Fruggiero  
Title: President

\_\_\_\_\_  
Print  
Name: \_\_\_\_\_

Dated: 2/9/21  
Owner \_\_\_\_\_ Contractor 

**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 

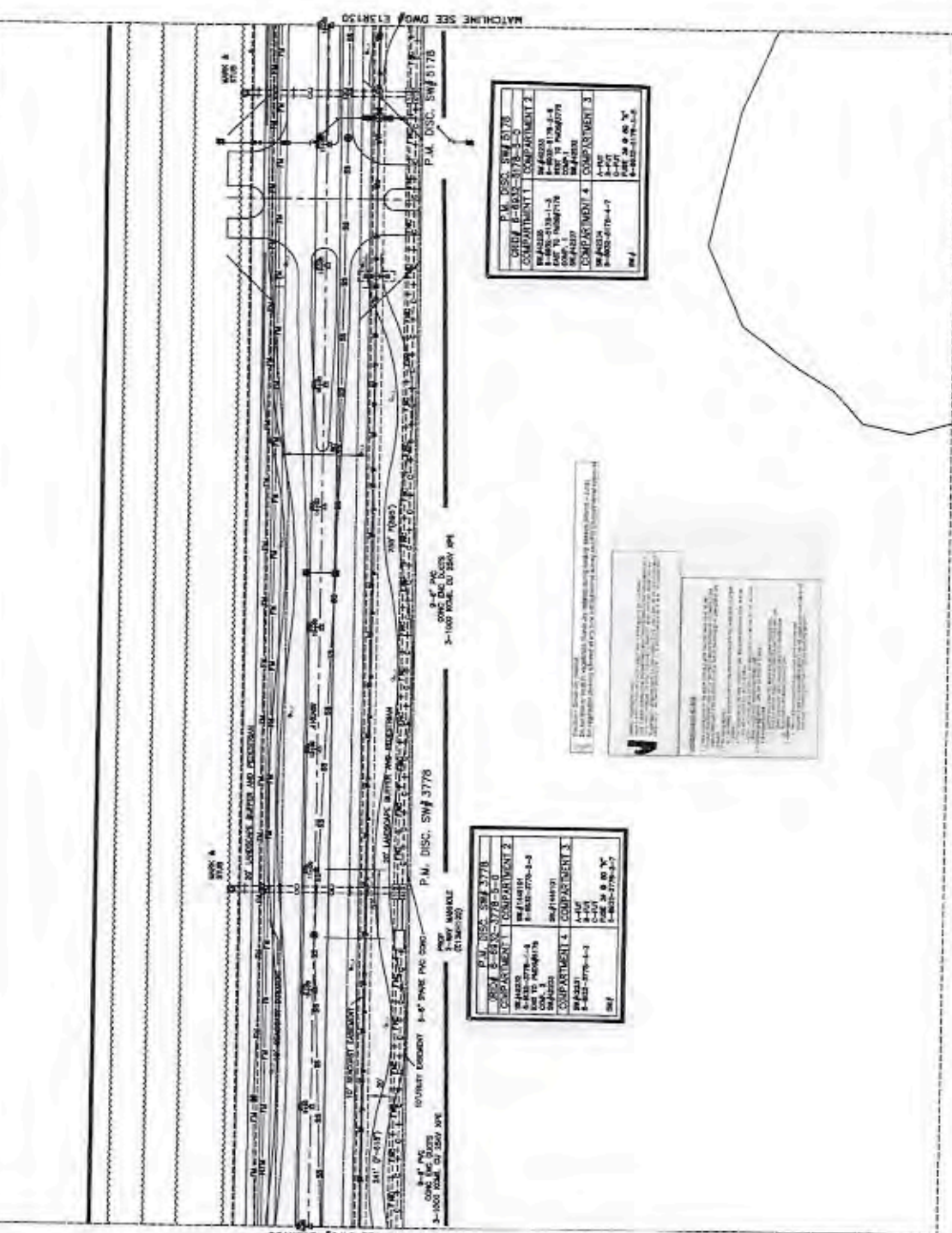


ATTACHMENT "C"  
CONTRACT DOCUMENTS

Owner \_\_\_\_\_ Contractor 



UNDESIRABLE  VERY  FUTURE SITE  SITE  BUILT UP/PAV  WALL



LOCATION SKETCH  
N.T.S.

Location	Existing or Proposed	Reference

The location and existence of any facility may not be relied upon by the Engineer in accordance with a bid or in complying with any contract unless the Engineer has obtained satisfactory evidence for the existence of such facility both above and below ground including underground facility locations.

CONSTRUCTION NOTES - SEE 13R0007  
SEE DWG. E13R100 FOR OTHER NOTES  
CONTRACT NO. 14-001-03-00-00  
DATE 12/28/2011

COMPARTMENT 1	COMPARTMENT 2	COMPARTMENT 3	COMPARTMENT 4
NO. OF COMPARTMENT 1	NO. OF COMPARTMENT 2	NO. OF COMPARTMENT 3	NO. OF COMPARTMENT 4

COMPARTMENT 1	COMPARTMENT 2	COMPARTMENT 3	COMPARTMENT 4
NO. OF COMPARTMENT 1	NO. OF COMPARTMENT 2	NO. OF COMPARTMENT 3	NO. OF COMPARTMENT 4

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REFERENCE DWG'S  
E13R100  
E13R130

DATE  
PROJECT NO. E13R129  
DRAWING NO. 414461 NEW  
FEEDER

DESIGNED BY  
DRAWN BY  
DATE  
MAP NO.

FPL  
COUNTY OF WASHINGTON

PROJECT NO. E13R129  
DRAWING NO. 414461 NEW  
FEEDER

DATE  
PROJECT NO. E13R129  
DRAWING NO. 414461 NEW  
FEEDER

DATE  
PROJECT NO. E13R129  
DRAWING NO. 414461 NEW  
FEEDER

DATE  
PROJECT NO. E13R129  
DRAWING NO. 414461 NEW  
FEEDER

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PROJECT NO. E13R129  
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FEEDER

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PROJECT NO. E13R129  
DRAWING NO. 414461 NEW  
FEEDER





SF

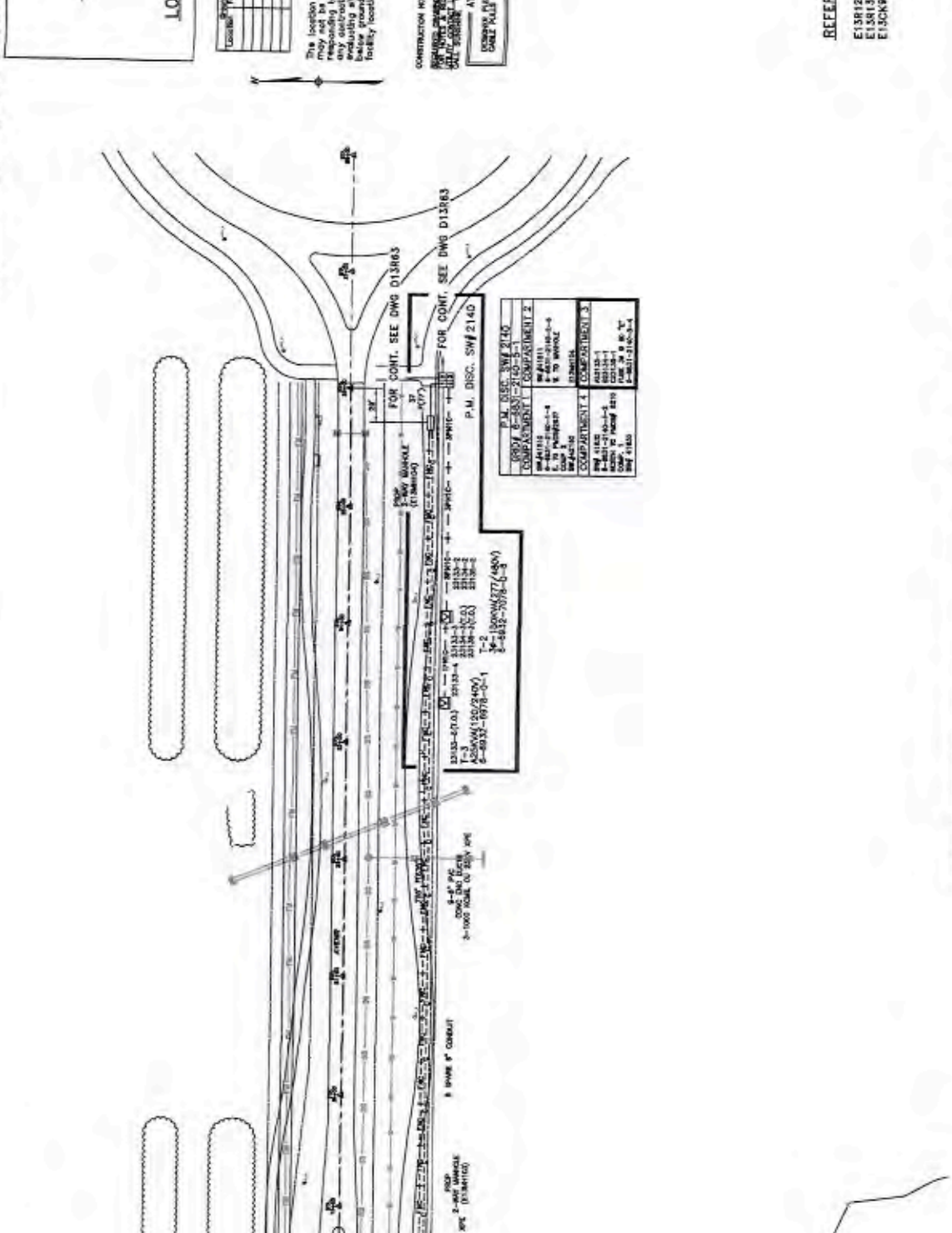
ACCESSIBLE  
  6KV  
  FUTURE 23KV  
  25KV  
  34.5KV  
  69KV  
  138KV



Location	Address	Remarks

The location and address of any facilities may not be relied upon by the supplier. The location and address of any facilities may not be relied upon by the supplier in any order to a utility for completing any work. The utility shall be responsible for evaluating site conditions both above and below ground including underground facility locations.

CONTRACTOR NOTES - SEE DRAWING  
 SIGNATURE REQUIRED OVER SEE DRAWING  
 DATE: \_\_\_\_\_  
 ATTENTION: \_\_\_\_\_  
 OFFICE PHONE: \_\_\_\_\_  
 CELL PHONE: \_\_\_\_\_



COMPARTMENT	COMPARTMENT 2	COMPARTMENT 3
1-WAY SINGLE CIRCUIT	2-WAY SINGLE CIRCUIT	2-WAY SINGLE CIRCUIT
SW# 2140	SW# 2140	SW# 2140
DATE: 10/12/05	DATE: 10/12/05	DATE: 10/12/05

**REFERENCE DWG'S**

E13R129  
 E13R131  
 E13CR99

PROJECT NO. 02-11-001-141-279.2  
 SEC21 AVENIR 414462 NEW FEEDER  
 N. OF DANAL E. OF 100TH LN. IN WEST PALM BEACH/PALM BEACH DNTY. FL  
 E13R130  
 12-496637-001-214-95-537



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DRAWING NO. 02-11-001-141-279.2  
 SHEET NO. 02-11-001-141-279.2-1  
 PROJECT NAME: SEC21 AVENIR 414462 NEW FEEDER  
 PROJECT LOCATION: N. OF DANAL E. OF 100TH LN. IN WEST PALM BEACH/PALM BEACH DNTY. FL  
 DRAWING DATE: 10/12/05  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

**CHANGE ORDER NO. 1**

Date of Issuance:	February 25, 2024	Effective Date:	February 29, 2024
Owner:	<b>Avenir Community Development District</b> 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	<b>SPF UNDERGROUND UTILITIES, INC.</b> 1220 SW Dyer Point Road, Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	<b>Ballbe &amp; Associates, Inc.</b>	Engineer's Project No.:	202119
Project:	<b>AVENIR SPINE ROAD PHASE 5</b>	Contract Name:	Construction Contract


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

Description:

- Plan revisions FP&L conduits
- Exhibit "A" – Change Order by Centerline Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <b>\$285,000.00</b>	Original Contract Times: <b>N/A</b>
[Increase] [ <del>Decrease</del> ] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : <b>\$0.00</b>	[Increase] [Decrease] form previously approved Change Orders No. <u>   </u> to No. <u>   </u> : None
Contract Price prior to this Change Order: <b>\$285,000.00</b>	Contract Times prior to this Change Order: N/A

[Increase] [ <del>Decrease</del> ] of this Change Order <b>\$120,965.12</b>	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: <b>\$405,965.12</b>	Contract Times with all the approved Change Orders: None

<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____          Ballbe &amp; Associates, Inc.          Carlos J. Ballbé          President</p> <p>Date: <u>2/25/2024</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____          Avenir Community Development          District</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____          SPF UNDERGROUND UTILITIES,          INC Scott Fruggiero          President</p> <p>Date: _____</p>
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EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT "A"



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

# Change Order Request

Date	Change Order #
2/9/2024	1

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District Spine 5

CO	Project
1	Avenir Spine 5

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

Description	Qty	Rate	Total
Avenir Lake Worth Attn: Keith O'Brien SPINE ROAD 5 FPL Backbone Installation			
Install 2 - 2" for communication	7,315	2.00	14,630.00
Purchase 4" conduit for Communication	11,600	13.00	150,800.00
Install 4" for communication	11,600	2.50	29,000.00
Additional bond expense	1	15,000.00	15,000.00
deleted Survey cost	1	0.00	0.00
deduct purchase of 4" previously paid	1	-88,464.88	-88,464.88

	<b>Total</b>	\$120,965.12
--	--------------	--------------

**CHANGE ORDER NO. 2**

Date of Issuance:	February 25, 2024	Effective Date:	February 29, 2024
Owner:	<b>Avenir Community Development District</b> 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	<b>ARAZOZA BROTHERS CORPORATION</b> 15901 S.W. 242 Street Homestead, FL 33031	Contractor's Project No.:	LI 8197-22
Engineer:	<b>Ballbe &amp; Associates, Inc.</b>	Engineer's Project No.:	202119
Project:	<b>AVENIR SPINE ROAD PHASE 5</b>	Contract Name:	Landscape & Irrigation


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

- Additional planting

Attachments:

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Allowance: <b>\$1,854,176.00</b>	Original Contract Times: N/A
[Increase] <del>[Decrease]</del> form previously approved Change Orders Allowance No. <u>0</u> to No. <u>1</u> : <b>\$53,055.50</b>	[Increase] [Decrease] form previously approved Change Orders No. <u>   </u> to No. <u>   </u> : None
Contract Allowance prior to this Change Order: <b>\$1,907,231.50</b>	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

<p>[Increase] [<del>Decrease</del>] of this Change Order Allowance  <b>\$58,138.50</b></p>	<p>[Increase] [Decrease] of this Change Order  None</p>	
<p>Contract Price incorporating this Change Order:  <b>\$1,965,370.00</b></p>	<p>Contract Times with all the approved Change Orders:   N/A</p>	
<p>RECOMMENDED:</p>  <p>By: _____  Ballbe &amp; Associates, Inc.  Carlos J. Ballbé  President</p> <p>Date: <u>2/25/2024</u></p>	<p>ACCEPTED:</p> <p>By: _____  Avenir Community Development  District</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____  Arazoza Brothers Corporation</p> <p>Name: _____  Title: _____  Date: _____</p>

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

EXHIBIT "A"



# Arazoza Brothers Corp.

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

Project: 1492 LI Avenir Spine Rd - Phase 5 - Landscape Replacements Avenir Spine Rd 5 - CO #2

Key	Product Description	Specs	Qty	Unit Cost	Total Cost
Add	Acalypha wilkesiana/Copperleaf	3 Gal, 2' X 2'	47.00	\$10.00	\$470.00
Add	Asparagus desiflorus 'Myers'/Fxtail Fern	1 Gal., 12" x 12"	20.00	\$7.50	\$150.00
Add	Bursera simaruba - / Gumbo Limbo	16' Ht x 5' Spr, 4.5" Cal.	4.00	\$1,200.00	\$4,800.00
Add	Bursera simaruba - / Gumbo Limbo	18-20' Ht x 5' Spr	1.00	\$1,600.00	\$1,600.00
Add	Bursera simaruba/Gumbo Limbo	14' Ht. X 5 Spr.', 3" Cal.	1.00	\$650.00	\$650.00
Add	Chrysobalanus icaco 'Red Tip'- / Red Tip Cocoplum	3 Gal. 18" Ht. Min. 12" Spr.	1,479.00	\$8.00	\$11,832.00
Add	Conocarpus erectus - / Green Buttonwood	45 Gal. 12" x 6' Spr. 2.5 Cal.	8.00	\$450.00	\$3,600.00
Add	Conocarpus erectus/Green Buttonwood	3 Gal. 18" x12"	400.00	\$8.00	\$3,200.00
Add	Dianella tasmanica 'Variegata' - / Variegated Flax Lily	3 Gal. 18" x 5"	555.00	\$7.50	\$4,162.50
Add	Dietes - / African Iris	3 Gal., 18-15" Ht. Spr.	50.00	\$8.00	\$400.00
Add	Evovulus glomeratus - / Blue Daze	3 Gal., 12" Ht. x 15" Spr.	30.00	\$8.00	\$240.00
Add	Ficus microcarpa 'Green Island' / Ficus 'Green Island' - 3Gal., 12" Ht. x 12" Ht. Spr.	3 Gal., 12" Ht. x 12" Ht. Spr.	84.00	\$8.00	\$672.00
Add	Hamelia patens - / Firebush	3 Gal.- 18" Ht. x 18" Spr.	12.00	\$8.00	\$96.00
Add	Hibiscus Rosea Sinensis 'Seminole Pink' / Seminole Pink Hibiscus	7 Gal., Min. 30" Ht. x 24" Spr,	26.00	\$30.00	\$780.00
Add	Ixora Nora Grant/Nora Grant Ixora	3 Gal. Min., 12" Ht. x 12" Spr.	125.00	\$8.00	\$1,000.00
Add	Jasminum volubile - / Wax Jasmine	3 Gal. 12" Ht. x 12" Spr.	517.00	\$8.00	\$4,136.00
Add	Liriope muscari 'Emerald Goddess' / Emerald Goddess Liriope	1 Gal. 12" x 12"	1,228.00	\$5.00	\$6,140.00
Add	Muhlenbergia capillaris - / Hair / Muhly Grass	3 Gal., 16" Ht. x 16" Spr.	30.00	\$8.00	\$240.00
Add	Mulch / Mulch	Cubic Yards	200.00	\$30.00	\$6,000.00
Add	Podocarpus macrophyllus 'Pringles'/Dwarf Podocarpus	3 Gal., 12" X 12"	15.00	\$10.00	\$150.00
Add	Quercus virginiana - / Live Oak	18' Ht. X 8' Spr., 4" Cal.	1.00	\$1,000.00	\$1,000.00
Add	Sabal palmetto - / Cabbage Palm	12'-18' CT Slick Straight Trunk Hurricane Cut	5.00	\$300.00	\$1,500.00
Add	Serenoa repens - / Saw Palmetto	7 Gal., 18" X 18"	76.00	\$70.00	\$5,320.00
				<b>Total Additions</b>	<b>\$58,138.50</b>
				<b>Total Changes in Scope</b>	<b>\$58,138.50</b>

**Notes:**

\*

\_\_\_\_\_  
Arazoza Brothers Corp.(Signature)  
Omar Escauriza, Project Manager

Print Name & Title

\_\_\_\_\_  
Date  
12/18/2023

Date

\_\_\_\_\_  
Approved By (Signature)

Print Name & Title

\_\_\_\_\_  
Date

Date



Pole Description	# Installed	# Removed
Black Tapered Concrete Pole 21'(15.6" MH)	21	0
Black Tapered Concrete Pole 14'6"(10" MH)	17	0

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): Install 21 x 150Watt 4K Mesa LED fixtures on 21' (15.6" MH) Tapered concrete poles, and 17 x 75Watt 4K Mesa LED fixtures on 14'6" (10' MH) Tapered concrete poles. Customer installing required conduit and hand-holes.

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

**FPL AGREES:**

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

**THE CUSTOMER AGREES:**

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$359.94. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

**IT IS MUTUALLY AGREED THAT:**

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

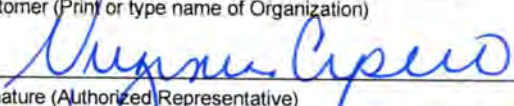
Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

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

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

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

Charges and Terms Accepted:

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

**FLORIDA POWER & LIGHT COMPANY**  
 Digitally signed by Diego Febres  
 DN: cn=Diego Febres, o=FPL,  
 ou=LED Lighting Solutions,  
 email=diego.febres@fpl.com, c=US  
 Date: 2024.02.09 17:11:59 -05'00'  
 By: Diego Febres  
 (Signature)  
Diego Febres  
 (Print or type name)  
 Title: FPL Sr. Representative, LED Lighting Solutions



FPL

# NOTIFICATION OF FPL FACILITIES

Customer/Agency Avenir Community Development District  
 Developer/Contractor Name \_\_\_\_\_  
 Location of Project Avenir - phase 5  
 FPL Representative Stacey Liebla  
 Developer/Contractor Representative \_\_\_\_\_

Date of Meeting/Contact: 8/15/2023  
 Project Number/Name: Panther National to Northlake  
 City: Palm Beach Gardens  
 Phone: 561-906-2030  
 FPL Work Request #/Work Order #: 12253665 & 12345908 st li

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

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

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

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

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

**\*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.**  
**\*\*For personnel approaching Insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.**

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

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

Means by which this notification was provided to customer and/or contractor  
  
 FPL Representative Signature  
  
 Customer/Developer/Contractor Representative Signature

Address  
8/15/23  
 Date  
2/15/24  
 Date



## UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 18 day of January, 2024 by and between AVENIR COMMUNITY DEVELOPMENT DISTRICT (hereinafter called the Customer) and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

### WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Avenir – Phase 5 located in Palm Beach Gardens/Palm Beach.  
(City/County)

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

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$570,092.55 (the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$96,658.46 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$473,434.09.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 277/480 volt, three phase (120/240 volt, single phase for URD subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

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

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

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

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
- Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
  - A construction schedule,
  - An estimate of when electric service will be required, and
  - Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
- Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
  - Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.
  - It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
  - Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
  - Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
  - Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.
  - Provide a meter enclosure, downpipe and ell which meet all applicable codes and FPL specifications and which will accommodate FPL's service cable size and design. These items must be confirmed with FPL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.
9. FPL shall:
- Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
  - Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
  - Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.
10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.
11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

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

Accepted:

Victoria Suarez      01/18/24  
For FPL (Date)

Accepted:

[Signature]      2/15/24  
Customer (Date)

[Signature]      2/15/24  
Witness (Date)

[Signature]      2/15/24  
Witness (Date)





WR# 12819184

## UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 26 day of January, 2024 by and between AVENIR COMMUNITY DEVELOPMENT DISTRICT (hereinafter called the Customer) and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Avenir Master Pump #3 located in Palm Beach Gardens/Palm Beach.  
(City/County)

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

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$2,030.30 (the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$1,804.83 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$225.47.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 277/480 volt, three phase (commercial) underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

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

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

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

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
  - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL.
  - b) A construction schedule,
  - c) An estimate of when electric service will be required, and
  - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
  - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
  - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.
  - c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
  - d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
  - e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
  - f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.
  - g) Provide a meter enclosure, downpipe and ell which meet all applicable codes and FPL specifications and which will accommodate FPL's service cable size and design. These items must be confirmed with FPL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.
9. FPL shall:
  - a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
  - b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
  - c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.
10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.
11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

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

Accepted:

\_\_\_\_\_  
For FPL (Date)

Accepted:

\_\_\_\_\_  
Customer

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Date)

*Thyenne Cepeda* 2/5/24  
*John*  
*Alan F. Ding* 2/16/24



FPL

# NOTIFICATION OF FPL FACILITIES

Customer/Agency Avenir Communitu Development District

Date of Meeting/Contact: 01/19/24

Developer/Contractor Name \_\_\_\_\_

Project Number/Name: Avenir Master Pump #3

Location of Project 13447 Avenir Dr

City: Palm Beach Gardens

FPL Representative Victoria Suarez

Phone: 561-301-5124

Developer/Contractor Representative \_\_\_\_\_

FPL Work Request #/Work Order #: 12819184

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

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

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

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

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

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

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

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

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

E-Mail

carlos@baeng.us

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

Address

FPL Representative Signature

Date

Customer/Developer/Contractor Representative Signature

Date

**CHANGE ORDER NO. 5**

Date of Issuance:	January 22, 2024	Effective Date:	January 24, 2024
Owner:	<b>Avenir Community Development District</b> 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)

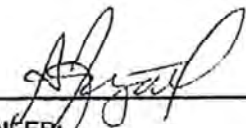

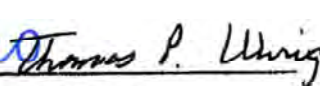
The Contract is modified as follows upon execution of this Change Order:

Description: \*Northlake Blvd. Ph. 2 Addlional 2" signal conduit at Ibls Blvd

Attachments: \*J.W. Cheatham, LLC change order request dated 01/22/2024 for 2" Signalization electrical conduit.

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] <del>[Decrease]</del> form previously approved Change Orders No. <u>0</u> to No. <u>4</u> : \$1,258,434.44	[Increase] <del>[Decrease]</del> form previously approved Change Orders No. <u>0</u> to No. <u>4</u> : 223 Days

Contract Price prior to this Change Order: \$5,432,316.55	Contract Times prior to this Change Order: Total Contract Days: 673 days Start Date: 9/12/2022 End Date: 7/16/2024
[Increase] <del>[Decrease]</del> of this Change Order \$8,100.00	[Increase] <del>[Decrease]</del> of this Change Order 1 Day
Contract Price incorporating this Change Order: \$5,440,416.55	Contract Times with all the approved Change Orders: Total Contract Days: 674 days Start Date: 9/12/2022 End Date: 7/17/2024

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 7398 Westport Place, West Palm Beach, FL 33413
Date: <u>1/25/2024</u>	Date: <u>1/31/24</u>	Date: <u>1/26/24</u>

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

**CHANGE ORDER NO. 2**

Date of Issuance:	February 25, 2024	Effective Date:	February 29, 2024
Owner:	<b>Avenir Community Development District</b> 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	<b>ARAZOZA BROTHERS CORPORATION</b> 15901 S.W. 242 Street Homestead, FL 33031	Contractor's Project No.:	LI 8197-22
Engineer:	<b>Ballbe &amp; Associates, Inc.</b>	Engineer's Project No.:	202119
Project:	<b>AVENIR SPINE ROAD PHASE 5</b>	Contract Name:	Landscape & Irrigation


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

- Additional planting

Attachments:

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Allowance: <b>\$1,854,176.00</b>	Original Contract Times: N/A
[Increase] [ <del>Decrease</del> ] form previously approved Change Orders Allowance No. <u>0</u> to No. <u>1</u> : <b>\$53,055.50</b>	[Increase] [Decrease] form previously approved Change Orders No. <u>   </u> to No. <u>   </u> : None
Contract Allowance prior to this Change Order: <b>\$1,907,231.50</b>	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

<p>[Increase] [<del>Decrease</del>] of this Change Order Allowance  <b>\$58,138.50</b></p>	<p>[Increase] [Decrease] of this Change Order  None</p>	
<p>Contract Price incorporating this Change Order:  <b>\$1,965,370.00</b></p>	<p>Contract Times with all the approved Change Orders:   N/A</p>	
<p>RECOMMENDED:</p>  <p>By: _____  Ballbe &amp; Associates, Inc.  Carlos J. Ballbé  President</p> <p>Date: <u>2/25/2024</u></p>	<p>ACCEPTED:</p> <p>By: _____  Avenir Community Development  District</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____  Arazoza Brothers Corporation</p> <p>Name: _____  Title: _____  Date: _____</p>

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

EXHIBIT "A"



# Arazoza Brothers Corp.

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

Project: 1492 LI Avenir Spine Rd - Phase 5 - Landscape Replacements Avenir Spine Rd 5 - CO #2

Key	Product Description	Specs	Qty	Unit Cost	Total Cost
Add	Acalypha wilkesiana/Copperleaf	3 Gal, 2' X 2'	47.00	\$10.00	\$470.00
Add	Asparagus desiflorus 'Myers'/Fxtail Fern	1 Gal., 12" x 12"	20.00	\$7.50	\$150.00
Add	Bursera simaruba - / Gumbo Limbo	16' Ht x 5' Spr, 4.5" Cal.	4.00	\$1,200.00	\$4,800.00
Add	Bursera simaruba - / Gumbo Limbo	18-20' Ht x 5' Spr	1.00	\$1,600.00	\$1,600.00
Add	Bursera simaruba/Gumbo Limbo	14' Ht. X 5 Spr.', 3" Cal.	1.00	\$650.00	\$650.00
Add	Chrysobalanus icaco 'Red Tip'- / Red Tip Cocoplum	3 Gal. 18" Ht. Min. 12" Spr.	1,479.00	\$8.00	\$11,832.00
Add	Conocarpus erectus - / Green Buttonwood	45 Gal. 12" x 6' Spr. 2.5 Cal.	8.00	\$450.00	\$3,600.00
Add	Conocarpus erectus/Green Buttonwood	3 Gal. 18" x12"	400.00	\$8.00	\$3,200.00
Add	Dianella tasmanica 'Variegata' - / Variegated Flax Lily	3 Gal. 18" x 5"	555.00	\$7.50	\$4,162.50
Add	Dietes - / African Iris	3 Gal., 18-15" Ht. Spr.	50.00	\$8.00	\$400.00
Add	Evovulus glomeratus - / Blue Daze	3 Gal., 12" Ht. x 15" Spr.	30.00	\$8.00	\$240.00
Add	Ficus microcarpa 'Green Island' / Ficus 'Green Island' - 3Gal., 12" Ht. x 12" Ht. Spr.	3 Gal., 12" Ht. x 12" Ht. Spr.	84.00	\$8.00	\$672.00
Add	Hamelia patens - / Firebush	3 Gal.- 18" Ht. x 18" Spr.	12.00	\$8.00	\$96.00
Add	Hibiscus Rosea Sinensis 'Seminole Pink' / Seminole Pink Hibiscus	7 Gal., Min. 30" Ht. x 24" Spr,	26.00	\$30.00	\$780.00
Add	Ixora Nora Grant/Nora Grant Ixora	3 Gal. Min., 12" Ht. x 12" Spr.	125.00	\$8.00	\$1,000.00
Add	Jasminum volubile - / Wax Jasmine	3 Gal. 12" Ht. x 12" Spr.	517.00	\$8.00	\$4,136.00
Add	Liriope muscari 'Emerald Goddess' / Emerald Goddess Liriope	1 Gal. 12" x 12"	1,228.00	\$5.00	\$6,140.00
Add	Muhlenbergia capillaris - / Hair / Muhly Grass	3 Gal., 16" Ht. x 16" Spr.	30.00	\$8.00	\$240.00
Add	Mulch / Mulch	Cubic Yards	200.00	\$30.00	\$6,000.00
Add	Podocarpus macrophyllus 'Pringles'/Dwarf Podocarpus	3 Gal., 12" X 12"	15.00	\$10.00	\$150.00
Add	Quercus virginiana - / Live Oak	18' Ht. X 8' Spr., 4" Cal.	1.00	\$1,000.00	\$1,000.00
Add	Sabal palmetto - / Cabbage Palm	12'-18' CT Slick Straight Trunk Hurricane Cut	5.00	\$300.00	\$1,500.00
Add	Serenoa repens - / Saw Palmetto	7 Gal., 18" X 18"	76.00	\$70.00	\$5,320.00
				Total Additions	\$58,138.50
				Total Changes in Scope	\$58,138.50

**Notes:**

\*

Arazoza Brothers Corp.(Signature)  
Omar Escauriza, Project Manager

Print Name & Title

Approved By (Signature)

Print Name & Title

Date  
12/18/2023

Date

Date

Date



*Monthly Managers Report  
February 29, 2024*

*Date of Report: 2/21/2024*

*Submitted by: Richard Salvatore*

- **Completed Tasks**
  - The previously approved Pool Deck, Tot Lot, and Parking lot landscaping upgrades have been completed. See attached pictures.
- **Ongoing Tasks**
  - Definitive Electronics is finalizing the permits and scheduling the inspection of previously completed access control work for the gym after-hours access.
    - Once complete, previously approved “after hours” gym schedule will be implemented.
- **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 March 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: 2/21/2024

Submitted by: Patrice Chiaramonte

### **Completed Events:**

#### **Paint & Sip 02/02/24**

- This intimate setting was a relaxing evening for all participants, who followed along with an instructor, painting a beautiful beached sunset Palm Tree.



#### **Green Market & Fit Fest 02/03/24**

- The Green Market & Fit Fest was an energizing morning filled with activities and mingling. Residents participated in various outdoor fitness classes, sponsored by Mele Fitness. Local vendors set up their business offerings on the event lawn, while participants shopped and soaked in the fun atmosphere!



**Valentines Couples Game Show 02/09/24**

- Couples were challenged to put their love to the test, for an adults only “ Game Show” night. Participants loved this evening, as it was something different, interactive, and fun! Multiple games were played, as well as prizes awarded for the top performing couples!



**Superbowl Viewing Party 02/11/24**

- This Superbowl was one to remember, as residents watched the game on the big screen by the pool! Utilizing the beautiful lawn area and the firepit; This space was perfect for the occasion! A BBQ food truck topped the evening off, tying into the tailgating theme of the night.



**Rhythm & Hues -Parent & Me Class 02/17/24**

- Rhythm & Hues is a parent and me class that teaches toddlers cognitive development through instruments, music, and dance. This trial was well received and will become a once a week occurrence.



## *Field Operations Manager Report*

*Date Submitted: 2/21/24*

*Submitted by: Jorge Rodriguez*

### **Completed Tasks**

- The loungers and chairs on the pool deck have been pressure washed.
- The pool deck has been completely pressure washed.
- 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 on Tuesday, February 27<sup>th</sup> 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.
- All the exterior walkways are set to be pressure washed. Project is underway.

