



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
& PUBLIC HEARING
APRIL 10, 2024
12:30 P.M.**

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

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

AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, Florida 33410
REGULAR BOARD MEETING & PUBLIC HEARING
April 10, 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. February 29, 2024, Special Board Meeting
- G. Public Hearing (A Bonds)
 - 1. Proof of Publication
 - 2. Receive Public Comments Regarding the Intent to Levy Special Assessments
 - 3. Consider Approval of the Project and Levying of Non-Ad Valorem Special Assessments Based on Comments from the Public
 - 4. Consider Resolution 2024-05 – Levying Assessments – (A-18) (A Bonds)
- H. Public Hearing (B Bonds)
 - 1. Proof of Publication
 - 2. Receive Public Comments Regarding the Intent to Levy Special Assessments
 - 3. Consider Approval of the Project and Levying of Non-Ad Valorem Special Assessments Based on Comments from the Public
 - 4. Consider Resolution 2024-06 – Levying Assessments – (A-18) (B Bonds)
- I. Old Business
- J. New Business
 - 1. Consider Resolution 2024-07 – Award Resolution
 - 2. Consider Approval of Preliminary First Supplemental Special Assessment Methodology Report – Special Assessment Bonds Series 2024A and Series 2024B for Assessment Area Two – Parcel A-18 Project
 - 3. Consider Approval of Ancillary Bond Documents
 - Assignment & Assumption Agreement (Parcel A-18 Project) Form
 - Assignment and Acquisition Agreement (Parcel A-18 Project)
 - Completion Agreement (Parcel A-18 Project)
 - Collateral Assignment and Assumption of Development Rights
 - Declaration of Consent to Jurisdiction
 - Lien of Record Form
 - True-Up Agreement (Series 2024A)
 - True-Up Agreement (Series 2024B)
 - 4. Consider Approval of Waiver Request from PHCC
 - 5. Consider Approval of Agreement for Underwriter Services (FMS)

(Parcel A-18 A Bonds - Limited Offering)

6. Consider Approval of Agreement for Underwriter Services (FMS)
(Parcel A-18 B Bonds - Placement Agent)
7. Consider Approval of ILA with County (Coconut Blvd Mast Arm)
8. Consider Approval of Grade Crossing Maintenance Agreement (CSXT)
9. Consider Approval of Reimbursement Agreement for Verizon Relocates
10. Consider Approval of Northlake Boulevard Interim Driveway Connection
Road Infrastructure Contract (H&J)

K. Change Orders

1. Consider Approval of Change Order No. 6 - JW Cheatham (\$77,982.65)
2. Consider Ratification of JW Cheatham NL Ph 1 CO 2 (\$20,762.00)
3. Consider Ratification of JW Cheatham NL Ph 1 CO 3 (\$8,288.00)
4. Consider Ratification of JW Cheatham NL Ph 1 CO 4 (\$45,145.00)
5. Consider Approval of Centerline Phase Spine Road Phase 4 – CO 9 (\$594,294.32)
6. Consider Approval of Spine Road 5 – SPF Contract - CO 1 (\$297,331.05)
7. Consider Approval of Spine Road 5 – SPF Contract - CO 2 (\$9,511.38)
8. Consider Approval of Spine Road Phase 5 – Arazoza Contract CO 2 (\$132,782.50)
9. Consider Approval of Spine Road Phase 5 – Arazoza Contract CO 3 (\$1,256,695.41)
10. Consider Approval of Spine Road Phase 6 – Arazoza Contract CO 1 (\$478,421.52)
11. Consider Approval of Phase Two Earthwork Contract – H&J CO 18 (\$77,012.60)
12. Consider Approval of Phase Two Earthwork Contract – H&J CO 19 (\$77,833.00)

L. Consent Agenda

1. Consider Ratification of Caulfield Pod 16 Agreement
2. Consider Ratification of FPL Agreement (Underground Distribution Facilities Installation)
3. Consider Ratification of Patterson Electrical Consulting
4. CA4 Consider Ratification of Caulfield & Wheeler A10- Ph 1 & 2 SUA E
5. Consider Ratification of Caulfield & Wheeler A21- Ph 1 & 2 SUA E
6. Consider Ratification of Pod 6 - Phase 3 - Amended and Restated Landscape Maintenance Easement
7. Consider Ratification of Pulte - Pod 6 - Phase 3 - Amended and Restated Maintenance Agreement
8. Consider Ratification of Pulte - Pod 6 - Phase 3 - Irrigation and Access Easement
9. Consider Ratification of Pulte - Pod 6 - Phase 3 - Lake Interconnect Easement

M. Clubhouse

1. Clubhouse Management Update
2. Discussion Regarding Engaging a Clubhouse Construction Consultant

N. Administrative Matters

1. Discussion Regarding Landscape Maintenance Agreement
2. Discussion Regarding Lake Maintenance Easement Access

O. Board Member Comments

P. Adjourn

AVENIR COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING

The Board of Supervisors (the Board) of the Avenir Community Development District(the District) will hold a Regular Board Meeting on April 10, 2024, at 12:30 p.m. in The OaksCenter 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 Districts website seven (7) days prior to the Regular 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 Regular Board Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Regular 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 Regular 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

99951523/29/24

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
FEBRUARY 29, 2024**

A. CALL TO ORDER

The February 29, 2024, Special Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:30 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Special Board Meeting had been published in the *Palm Post* on February 19, 2024, as legally required.

C. ESTABLISH A QUORUM

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

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

Also present via phone was Andrew Karmeris of Special District Services, Inc.

Others present included the following District residents: Mitch Kay, Neil Levy, Bill & Sherri Rosenberg and Chris & Michelle Sheldecter.

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

Mr. Rosenberg stated that Patrice and Rick were doing a great job, but requested more planned activities, specifically with pickleball. He also expressed concerns with the new clubhouse’s effect on the existing residents’ property values. During discussion, it was noted that the new clubhouse would be private, not CDD-funded, and that it would service a much larger population, driven by what the builders have determined can be supported by their homeowners.

F. APPROVAL OF MINUTES

1. January 25, 2024, Regular Board Meeting

The minutes of the January 25, 2024, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the minutes of the January 25, 2024, Special Board Meeting, as presented.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Consider Seventh Supplement Engineer Report (Parcel A-18)

Mr. Ballbe presented the Seventh Supplement Engineer Report (Parcel A-18), explaining that there would be both tax-exempt and taxable bonds to fund the work.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Seventh Supplement Engineer Report (Parcel A-18), as presented.

2. Consider Second Supplemental Methodology – Assessment Area Two

Mr. Karmeris presented the Second Supplemental Methodology – Assessment Area Two, highlighting that the total construction cost is \$13,850,050, and the bond sizing would be \$20,000,000, for a total of 104 units. Mr. Pawelczyk noted that there would be two series of bonds, each with an assessment lien. He also noted that supplemental methodologies would be presented to the Board for approval, and that the B Bonds would be paid at closing, and the A Bonds would be assessed over years.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Second Supplemental Methodology – Assessment Area Two, as presented.

3. Consider Resolution No. 2024-01 – Declaring Special Assessments (A-18) (Series 2024 A Bonds)

4. Consider Resolution No. 2024-02 – Setting a Public Hearing on the Levy of Non Ad-Valorem Assessments (Series 2024 A Bonds)

5. Consider Resolution No. 2024 – 03 – Declaring Special Assessments (A-18) (Series 2024 B Bonds)

6. Consider Resolution No. 2024 – 04 – Setting a Public Hearing on the Levy of Non Ad-Valorem Assessments (Series 2024 B Bonds)

Mr. Pierman presented Resolutions 2024-01, 2024-02, 2024-03 and 2024-04, entitled as follows:

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 DEFRAIDED IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE

PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT FOR THE 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.

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 APRIL 10, 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

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 DEFRAID IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT FOR THE 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.

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 APRIL 10, 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

Mr. Pierman explained that, because there were two bonds, the Board must consider two sets of resolutions. He noted that both Declaring Resolutions list the estimated costs of \$13,850,050 and the amount defrayed as \$20,000,000. He further noted that both Public Hearing Resolutions set the Public Hearings for April 10, 2024, at 12:30 p.m.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed adopting Resolutions 2024-01, 2024-02, 2024-03 and 2024-04, in substantially final form.

7. Consider H&J Lake Bank Not-to-Exceed Proposal

Mr. Pierman presented the H&J proposal for lake bank restoration, noting that Mr. OBrien had initiated the proposal. He also noted that the proposal would include the cost of sod for whatever was deemed necessary.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving the proposal for a not-to-exceed amount of \$12,000, plus the cost of sod.

8. Consider Crown Castle Fiber Relocation Agreement (Northlake Phase 1)

Ms. McConnell presented the Crown Castle Fiber Relocation Agreement, explaining that they have to relocate at the entrance. The total cost is \$366,367.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the Crown Castle Relocation Agreement (Northlake Phase 1) for a total cost of \$366,367, as presented.

9. Consider SFP Underground Contract – Spine Road Phase 6

Mr. Ballbe presented the SFP Underground Contract for Spine Road Phase 6 in the amount of \$285,000, noting that it was for work related to the FPL backbone system.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the SFP Underground Contract for Spine Road Phase 6 in the amount of \$285,000, as presented.

10. Consider SPF Underground Utilities, Inc. Change Oder No. 1 – Spine Road Phase 5

Mr. Ballbe presented Change Order No. 1 for SPF Underground Utilities for the Spine Road Phase 5 in the amount of \$120,965.12 for plan revisions to FPL conduits.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving Change Order No. 1 with SPF Underground Utilities, Inc. for Spine Road Phase 5 in the amount of \$120,965.12, as presented.

11. Consider Arazoza Brothers Corporation Change Order No. 2 – Spine Road Phase 5

Mr. Ballbe presented Change Order No. 2 for Arazoza Brothers for Spine Road Phase 5 in the amount of \$58,138.50 for additional plantings.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Arazoza Brothers Corporation Change Order No. 2 for Spine Road Phase 5 in the amount of \$58,138.50 for additional plantings, as presented.

I. CONSENT AGENDA

1. Consider Ratification of FPL LED Lighting Agreement – WR 12818980 – Spine Road Phase 6

2. Consider Ratification of FPL Facilities Phase 5 WR 1223665 & 12345908

3. Consider Ratification of FPL Underground Distribution WR 12253665 – Spine Road Phase 5

4. Consider Ratification of FPL Underground Distribution WR 12819184

5. Consider Ratification of JW Cheatham Change Order No. 5 – Northland Boulevard Phase 2

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving Consent Agenda items 1 through 5, as presented.

J. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore provided an update on the clubhouse, noting that landscaping improvements had been completed, inspection for the after-hours gym access system was scheduled and should be active in the coming weeks, and that we were waiting for the fence contract to be returned so that the tennis access project could start.

Ms. Chiaramonte highlighted the events that had taken place in the past month.

K. ADMINISTRATIVE MATTERS

Mr. Pierman noted that the next meeting would take place on April 10, 2024.

L. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously adjourning the Special Board Meeting at 1:17 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

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 Classified Legal CLEGL, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

03/20/2024, 03/27/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/27/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$2669.76

Order No: 9972486

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DENISE ROBERTS
Notary Public
State of Wisconsin

**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 April 10, 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.



AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

PUBLISH: PALM BEACH POST 03/20/24 & 03/27/24

YVE-0000/2319

PROOF OF PUBLICATION

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:

03/20/2024, 03/27/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/27/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$1829.28

Order No: 9961727

Customer No: 1348509

PO #: 2024-01

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DENISE ROBERTS
Notary Public
State of Wisconsin

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 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 is located approximately within and benefit 57.884 +/- acres of the District 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 (herein the "Series 2024A Bonds").

Section 6. The non-ad valorem special assessments (the "Assessments") will defray no more than \$20,000,000 in debt represented by the Series 2024A Bonds, 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 another series of special assessment bonds referred to as 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 plotted, the Assessments will be levied on a per unit basis. Until such time that all benefited lands within the District are specifically plotted, 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 the 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 29th day of February, 2024.

ATTEST: AVENIR

COMMUNITY DEVELOPMENT DISTRICT

By: /X/ Jason Piermon, Secretary

By: /X/ Virginia Cepero, Chairperson

Board of Supervisors

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

No. 9961727

March 20, 27, 2024

RESOLUTION NO. 2024-05

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE ASSESSMENT AREA TWO - PARCEL A-18 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT BONDS, SERIES 2024A (PARCEL A-18 PROJECT) (THE “SERIES 2024A BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA TWO - PARCEL A-18 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-18 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT’S INTENTION TO ISSUE ITS SERIES 2024A BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, pursuant to Resolution No. 2024-01 (the “Initial Assessment Resolution”), the Avenir Community Development District (“District”), through its Board of Supervisors (the “Board”) previously indicated its intention to construct and/or purchase certain types of infrastructure improvements and to finance a portion of the Parcel A-18 Project Improvements, as defined herein and in the Initial Assessment Resolution through the issuance of bonds, in one or more series, which bonds would be repaid by the imposition of non-ad valorem special assessments (the “Assessments”) on benefited property, within the Assessment Area Two - Parcel A-18 Project Area, within the District; and

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

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

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

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

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

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct such infrastructure improvements consisting of, but not limited to, wastewater management, water distribution system, surface water management and drainage system, roadway and parking lot improvements, open space and recreation, and landscaping, irrigation, entrance features and hardscapes, and other related improvements; and other infrastructure projects and services necessitated by the development of and serving lands within the Assessment Area Two - Parcel A-18 Project Area, as such term is defined in the Initial Assessment Resolution, within the District (the "Parcel A-18 Project Improvements" or the "2024 Project"), 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, prepared by Ballbe & Associates, Inc., as amended and supplemented from time to time (the "Engineer's Report") and in the plans and specifications on file in the offices of Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Offices"), which Engineer's Report is attached hereto and made a part hereof as **Exhibit A** and which plans and specifications are by specific reference incorporated herein and made a part hereof.

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

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Parcel A-18 Project Improvements, the nature and location of which was initially described in the Initial Assessment Resolution, and described more particularly in the Engineer's Report; and (ii) the cost of such Parcel A-18 Project Improvements be assessed against the lands within the Assessment Area Two - Parcel A-18 Project Area specially benefited by such Parcel A-18 Project Improvements; and (iii) the District issue its Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) (the "Series 2024A Bonds") and levy Assessments within the Assessment Area Two - Parcel A-18 Project Area to provide funds for such purposes pending the receipt of such Assessments.

(e) The provision of said Parcel A-18 Project Improvements, the levying of such Assessments and the sale and issuance of the Series 2024A Bonds serves a proper, essential, and valid public purpose and is in the best interests of the District and its landowners and residents within the Assessment Area Two - Parcel A-18 Project Area.

(f) In order to provide funds with which to pay a portion of the costs of the Parcel A-18 Project Improvements which are to be assessed against the benefitted properties within the Assessment Area Two - Parcel A-18 Project Area, pending the collection of such Assessments, it is necessary for the District to issue and sell its Series 2024A Bonds.

(g) Pursuant to the Initial Assessment Resolution and other resolutions, the Board determined to provide the Parcel A-18 Improvements and to defray a portion of the costs thereof by making Assessments on benefitted property and expressed an intention to issue the Series 2024A Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Parcel A-18 Improvements prior to the collection of such Assessments. The Initial Assessment Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

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

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

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution No. 2024-02, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements constituting the Parcel A-18 Project Improvements (2) the cost thereof, (3) the manner of payment therefor, and (4) the amount thereof to be assessed against each specially benefitted property or parcel within the Parcel A-18 Assessment Area and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

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

(l) On April 10, 2024, at the time and place specified in Resolution No. 2024-02, and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Parcel A-18 Project Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the Estimated Cost (as defined in the Initial Assessment Resolution) of the Parcel A-18 Project Improvements is \$13,850,050, as specified in the Engineer's Report

(attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Parcel A-18 Project Improvements against the lands within the Assessment Area Two - Parcel A-18 Project Area within the District specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Methodology Report Infrastructure Project Special Assessment Bonds for Assessment Area Two – Parcel A-18 Project*, dated February 29, 2024, prepared by Special District Services, Inc., incorporated herein and made a part hereof by referenced (the "Master Report"), as amended and supplemented by the *First Supplemental Special Assessment Methodology Report - Special Assessment Bonds Series 2024A and Series 2024B for Assessment Area Two – Parcel A-18 Project*, dated April 10, 2024, prepared by Special District Services, Inc., as may be further supplemented (collectively, the "Assessment Report"), attached hereto as **Composite Exhibit B** and incorporated herein by this reference, as amended from time to time by the Board, which results in the Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Parcel A-18 Project Improvements will constitute a direct and special benefit to all parcels of assessable real property within Assessment Area Two - Parcel A-18 Project Area as listed on said final assessment roll and as defined in the Assessment Report, and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Composite Exhibit B**; and

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

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That the Parcel A-18 Project Improvements initially described in the Initial Assessment Resolution and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF PARCEL A-18 PROJECT IMPROVEMENTS. The total estimated costs of the Parcel A-18 Project Improvements and the costs to be paid by Assessments on all specially benefited property are set forth in **Exhibit A** and **Composite Exhibit B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on parcels within the Assessment Area Two - Parcel A-18 Project Area specially benefited by the Parcel A-18 Project Improvements, all as specified in the final assessment roll set forth in **Composite Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Assessments, as reflected in **Composite Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Assessment or Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal

with the liens of all state, county, district, municipal or other governmental taxes and superior in dignity to all other non-federal liens, titles, and claims. Prior to the issuance of any Bonds, including the Series 2024A Bonds or any refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of the Series 2024A Bonds or any refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF ASSESSMENTS. When the entirety of the Parcel A-18 Project Improvements have been constructed or otherwise completed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a portion of the Parcel A-18 Project Improvements funded by the Series 2024A Bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Parcel A-18 Project Improvements. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Assessments for the entirety of the Parcel A-18 Project Improvements has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of the costs of the 2024A Project.

SECTION 7. PAYMENT OF ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) annual installments of principal and interest (excluding any capitalized interest). The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Parcel A-18 Project Improvements and the adoption by the Board of a resolution accepting the Parcel A-18 Project Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in the debt as actually issued by the District. At any time subsequent to thirty (30) days after the Parcel A-18 Project Improvements has been completed and a resolution accepting the Parcel A-18 Project Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments or a portion of the remaining balance of the Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest

that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the “Uniform Method”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such Assessments shall at all times be collected in a manner consistent with applicable trust indenture.

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

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified in the Assessment Report and in agreement(s) between the District and the Landowner(s) of lands within the Assessment Area Two - Parcel A-18 Project Area.

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

(c) The foregoing is based on the District's understanding with the developer that it intends to develop the lands within the Assessment Area Two - Parcel A-18 Project Area as described in **Composite Exhibit B**. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to Series 2024A Bonds issued to finance all or a portion of the Parcel A-18 Project Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology in the Assessment Report to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Parcel A-18 Project Improvements, the Board shall by resolution take appropriate action to equitably reallocate or reduce the Assessments accordingly. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

SECTION 9. GOVERNMENTAL PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Assessments. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity (without consent of such governmental unit or entity to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable to the District immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby authorized to record, for of the Series 2024A Bonds, a general Notice of Assessments or Lien of Record relating the Assessments in the Official Records of Palm Beach County, Florida.

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

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

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

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, THIS 10th DAY OF APRIL, 2024.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Jason Pierman, Secretary

Virginia Cepero, Chair, Board of Supervisors

Exhibit A: *Seventh Supplemental Engineer's Report (Parcel A-18 Project), prepared by Ballbe & Associates, and dated February 29, 2024*

Composite Exhibit B: *First Supplemental Special Assessment Methodology Report Infrastructure Project Special Assessment Bonds Series 2024A and Series 2024B for Assessment Area Two – Parcel A-18 Project, dated April 10, 2024*

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 Classified Legal CLEGL, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

03/20/2024, 03/27/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/27/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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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:

03/20/2024, 03/27/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/27/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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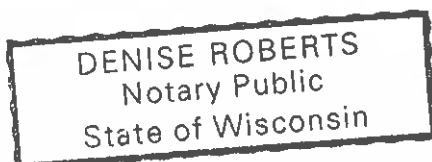
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RESOLUTION NO. 2024-03

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 DEFRAID IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT FOR THE 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 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, hard-scapes, 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 is located approximately within and benefit 57.884 +/- acres of the District located approximately one (1) mile east of Prall-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 (herein the "Series 2024B Bonds").

Section 6. The non-ad valorem special assessments (the "Assessments") will defray no more than \$20,000,000 in debt represented by the Series 2024B Bonds, 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 2024B 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 another series of special assessment bonds referred to as the "Series 2024A 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 2024A 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 the 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 29th day of February, 2024.

ATTEST: AVENIR

COMMUNITY DEVELOPMENT DISTRICT

By: /X/ Jason Pierman, Secretary By: /X/ Virginia Cepero, Chairperson
Board of Supervisors

AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenircdd.org
No. 9961841

March 20, 27, 2024

RESOLUTION NO. 2024-06

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE ASSESSMENT AREA TWO - PARCEL A-18 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT BONDS, SERIES 2024B (PARCEL A-18 PROJECT – SERIES 2024B BONDS PROJECT) (THE “SERIES 2024B BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA TWO - PARCEL A-18 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE ASSESSMENT AREA TWO - PARCEL A-18 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT’S INTENTION TO ISSUE ITS SERIES 2024B BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, pursuant to Resolution No. 2024-03 (the “Initial Assessment Resolution”), the Avenir Community Development District (“District”), through its Board of Supervisors (the “Board”) previously indicated its intention to construct and/or purchase certain types of infrastructure improvements and to finance a portion of Parcel A-18 Project Improvements, as defined herein and in the Initial Assessment Resolution through the issuance of bonds, in one or more series, which bonds would be repaid by the imposition of non-ad valorem special assessments (the “Assessments”) on certain benefited property, within the Assessment Area Two - the Parcel A-18 Project Area, within the District; and

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

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

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

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

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

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct such infrastructure improvements consisting of, but not limited to, wastewater management, water distribution system, surface water management and drainage system, roadway and parking lot improvements, open space and recreation, and landscaping, irrigation, entrance features and hardscapes, and other related improvements; and other infrastructure projects and services necessitated by the development of and serving lands within the Assessment Area Two - Parcel A-18 Project Area, as such term is defined in the Initial Assessment Resolution, within the District (the "Parcel A-18 Project Improvements" or the "2024 Project"), 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, prepared by Ballbe & Associates, Inc., as amended and supplemented from time to time (the "Engineer's Report") and in the plans and specifications on file in the offices of Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Offices"), which Engineer's Report is attached hereto and made a part hereof as **Exhibit A** and which plans and specifications are by specific reference incorporated herein and made a part hereof.

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

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Parcel A-18 Project Improvements, the nature and location of which was initially described in the Initial Assessment Resolution, and described more particularly in the Engineer's Report; and (ii) the cost of such Parcel A-18 Project Improvements be assessed against the lands within the Assessment Area Two - Parcel A-18 Project Area specially benefited by such Parcel A-18 Project Improvements; and (iii) the District issue its Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project) (the "Series 2024B Bonds") and levy Assessments within the Assessment Area Two - Parcel A-18 Project Area to provide funds for such purposes pending the receipt of such Assessments.

(e) The provision of said Parcel A-18 Project Improvements, the levying of such Assessments and the sale and issuance of the Series 2024B Bonds serves a proper, essential, and valid public purpose and is in the best interests of the District and its landowners and residents within the Assessment Area Two - Parcel A-18 Project Area.

(f) In order to provide funds with which to pay a portion of the costs of the Parcel A-18 Project Improvements which are to be assessed against the benefitted properties within the Assessment Area Two - Parcel A-18 Project Area, pending the collection of such Assessments, it is necessary for the District to issue and sell its Series 2024B Bonds.

(g) Pursuant to the Initial Assessment Resolution and other resolutions, the Board determined to provide the Parcel A-18 Improvements and to defray a portion of the costs thereof by making Assessments on benefitted property and expressed an intention to issue the Series 2024B Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Parcel A-18 Improvements prior to the collection of such Assessments. The Initial Assessment Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

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

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

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution No. 2024-04, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements constituting the Parcel A-18 Project Improvements (2) the cost thereof, (3) the manner of payment therefor, and (4) the amount thereof to be assessed against each specially benefitted property or parcel within the Parcel A-18 Assessment Area and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

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

(l) On April 10, 2024, at the time and place specified in Resolution No. 2024-06, and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Parcel A-18 Project Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the Estimated Cost (as defined in the Initial Assessment Resolution) of the Parcel A-18 Project Improvements is \$13,850,050, as specified in the Engineer's Report

(attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Parcel A-18 Project Improvements against the lands within the Assessment Area Two - Parcel A-18 Project Area within the District specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Methodology Report Infrastructure Project Special Assessment Bonds for Assessment Area Two – Parcel A-18 Project*, dated February 29, 2024, prepared by Special District Services, Inc., incorporated herein and made a part hereof by referenced (the "Master Report"), as amended and supplemented by the *First Supplemental Special Assessment Methodology Report Infrastructure Project Special Assessment Bonds for Assessment Area Two – Parcel A-18 Project*, dated April 10, 2024, prepared by Special District Services, Inc., as may be further supplemented (collectively, the "Assessment Report"), attached hereto as **Composite Exhibit B** and incorporated herein by this reference, as amended from time to time by the Board, which results in the Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Parcel A-18 Project Improvements will constitute a direct and special benefit to all parcels of assessable real property within Assessment Area Two - Parcel A-18 Project Area as listed on said final assessment roll and as defined in the Assessment Report, and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Composite Exhibit B**; and

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

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That the Parcel A-18 Project Improvements initially described in the Initial Assessment Resolution and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF PARCEL A-18 PROJECT IMPROVEMENTS. The total estimated costs of the Parcel A-18 Project Improvements and the costs to be paid by Assessments on all specially benefited property are set forth in **Exhibit A** and **Composite Exhibit B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on parcels within the Assessment Area Two - Parcel A-18 Project Area specially benefited by the Parcel A-18 Project Improvements, all as specified in the final assessment roll set forth in **Composite Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Assessments, as reflected in **Composite Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Assessment or Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal

with the liens of all state, county, district, municipal or other governmental taxes and superior in dignity to all other non-federal liens, titles, and claims. Prior to the issuance of any Bonds, including the Series 2024B Bonds or any refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of the Series 2024B Bonds or any refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF ASSESSMENTS. When the entirety of the Parcel A-18 Project Improvements have been constructed or otherwise completed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a portion of the Parcel A-18 Project Improvements funded by the Series 2024B Bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Parcel A-18 Project Improvements. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Assessments for the entirety of the Parcel A-18 Project Improvements has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of the costs of the 2024B Project.

SECTION 7. PAYMENT OF ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) annual installments of principal and interest (excluding any capitalized interest). The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Parcel A-18 Project Improvements and the adoption by the Board of a resolution accepting the Parcel A-18 Project Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in the debt as actually issued by the District. At any time subsequent to thirty (30) days after the Parcel A-18 Project Improvements has been completed and a resolution accepting the Parcel A-18 Project Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments or a portion of the remaining balance of the Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest

that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the “Uniform Method”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such Assessments shall at all times be collected in a manner consistent with applicable trust indenture.

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

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified in the Assessment Report and in agreement(s) between the District and the Landowner(s) of lands within the Assessment Area Two - Parcel A-18 Project Area.

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

(c) The foregoing is based on the District's understanding with the developer that it intends to develop the lands within the Assessment Area Two - Parcel A-18 Project Area as described in **Composite Exhibit B**. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to Series 2024B Bonds issued to finance all or a portion of the Parcel A-18 Project Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology in the Assessment Report to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Parcel A-18 Project Improvements, the Board shall by resolution take appropriate action to equitably reallocate or reduce the Assessments accordingly. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

SECTION 9. GOVERNMENTAL PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Assessments. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity (without consent of such governmental unit or entity to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable to the District immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby authorized to record, for of the Series 2024B Bonds, a general Notice of Assessments or Lien of Record relating the Assessments in the Official Records of Palm Beach County, Florida.

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

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

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

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, THIS 10th DAY OF APRIL, 2024.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Jason Pierman, Secretary

Virginia Cepero, Chair, Board of Supervisors

Exhibit A: *Seventh Supplemental Engineer's Report (Parcel A-18 Project), prepared by Ballbe & Associates, and dated February 29, 2024*

Composite Exhibit B: *First Supplemental Special Assessment Methodology Report Infrastructure Project Special Assessment Bonds for Assessment Area Two – Parcel A-18 Project, dated April 10, 2024*

RESOLUTION NO. 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) HEREBY AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$5,000,000 AVENIR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024A (PARCEL A-18 PROJECT) (THE “2024A BONDS”) AND THE ISSUANCE OF NOT EXCEEDING \$12,000,000 AVENIR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024B (PARCEL A-18 PROJECT) (THE “2024B BONDS” AND, TOGETHER WITH THE 2024A BONDS, THE “2024 BONDS”), TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE WITHIN ASSESSMENT AREA TWO OF THE DISTRICT REFERRED TO AS THE ASSESSMENT AREA TWO – PARCEL A-18 PROJECT AREA; DETERMINING THE NEED FOR A NEGOTIATED LIMITED OFFERING OF THE 2024A BONDS AND A PRIVATE PLACEMENT OFFERING OF THE 2024B BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH 2024B BONDS TO PHCC LLC D/B/A PRESTON HOLLOW COMMUNITY CAPITAL, OR ITS AFFILIATE (THE “PURCHASER”), PURSUANT TO THE COMMITMENT TO PURCHASE SUCH SERIES 2024B BONDS PROVIDED BY THE PURCHASER; APPOINTING THE PLACEMENT AGENT FOR THE PRIVATE PLACEMENT OF THE 2024B BONDS AND APPOINTING THE UNDERWRITER FOR THE LIMITED OFFERING OF THE 2024A BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AND PLACEMENT AGREEMENT WITH RESPECT TO THE 2024 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ELEVENTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE 2024A BONDS, AND A TWELFTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE 2024B BONDS; APPROVING THE APPLICATION OF THE MASTER TRUST INDENTURE DATED AS OF MAY 1, 2018 BY AND BETWEEN THE DISTRICT AND REGIONS BANK, AS TRUSTEE WITH RESPECT TO THE 2024 BONDS; APPROVING THE FORM OF A PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORTS AND ENGINEER’S REPORT; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE

**2024 BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS
AND AN EFFECTIVE DATE.**

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

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

WHEREAS, the Board of Supervisors of the District (herein, the “Board”) has previously adopted Resolution No. 2017-18 on March 30, 2017 (the “Initial Bond Resolution”), pursuant to which the District authorized the issuance of not to exceed \$360,000,000 of its Special Assessment Bonds to be issued in one or more series to finance all or a portion of the District’s capital improvement program; and

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

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

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

WHEREAS, based on the current development plans of Kenco Communities at Avenir II, LLC (the “Landowner”) of certain lands within the District designated as “Assessment Area Two - Parcel A-18 Project Area” with respect to the herein defined Parcel A-18 Project, the Board finds it necessary to finance a portion of the public infrastructure necessary for the development of the Assessment Area Two - Parcel A-18 Project Area; and

WHEREAS, based on the proposed current structure, the Board deems it necessary to approve specific forms of the Supplemental Trust Indentures with respect to the 2024 Bonds; and

WHEREAS, the Board hereby determines to issue its Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) (the “2024A Bonds”) in the aggregate principal amount of not exceeding \$5,000,000 for the purpose of providing funds to finance a portion of the public infrastructure within the Assessment Area Two – Parcel A-18 Project Area of the District, specifically, the “Parcel A-18 Project,” as described in the District’s *Seventh Supplemental Engineer’s Report* dated February 29, 2024, as may be supplemented (“Engineer’s Report”); and

WHEREAS, the Board also hereby determines also to issue its Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project) (the “2024B Bonds”) in the aggregate principal amount of not exceeding \$12,000,000 for the purpose of financing a portion of the Parcel A-18 Project within the Assessment Area Two – Parcel A-18 Project Area and to finance portions of the Parcel A-18 Project not otherwise financed with the proceeds of the 2024A Bonds and planned taxable Bonds; and

WHEREAS, the 2024A Bonds and the 2024B Bonds are collectively referred to herein as the “2024 Bonds”; and

WHEREAS, construction and funding of a portion of the Parcel A-18 Project are hereby determined to be necessary to coincide with the Landowner’s plan of development within the Assessment Area Two – Parcel A-18 Project Area; and

WHEREAS, in light of certain required changes in the structure and the necessity of replacing the form Supplemental Trust Indenture previously approved by the Board, pursuant to the Initial Bond Resolution, the Board hereby finds it necessary to approve the form of and authorize the execution and delivery of an Eleventh Supplemental Trust Indenture (the “Eleventh Supplemental” and, together with the Master Indenture, the “2024A Indenture”) which will govern the issuance and terms of the 2024A Bonds, and a Twelfth Supplemental Trust Indenture (the “Twelfth Supplemental” and, together with the Master Indenture, the “2024B Indenture” and, together with the 2024A Indenture, the “Indentures”), which will govern the issuance and terms of the 2024B Bonds; and

WHEREAS, based on the commitment (the “Commitment”) provided by PHCC LLC d/b/a Preston Hollow Community Capital (the “Purchaser”), the terms of which are herein approved by the Board, the 2024B Bonds will be privately placed to Purchaser or an affiliate through the efforts of FMSbonds, Inc. acting as placement agent (the Placement Agent”) pursuant to the applicable terms of the herein defined Bond Purchase and Placement Agreement and the Twelfth Supplemental; and

WHEREAS, FMSbonds, Inc. has agreed pursuant to the Bond Purchase and Placement Agreement to underwrite the 2024A Bonds on a limited offering basis; and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the 2024 Bonds and submitted to the Board forms of:

(i) a Bond Purchase and Placement Agreement with respect to the 2024 Bonds by and among the Placement Agent, the Purchaser, the Underwriter and the District, together with the form of a disclosure statements attached to the Bond Purchase and Placement Agreement pursuant to Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit A (the “Bond Purchase and Placement Agreement”);

(ii) a draft of a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B (the “Preliminary Limited Offering Memorandum”);

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

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

(v) the Twelfth Supplemental between the District and the Trustee, substantially in the form attached hereto as Composite Exhibit D; and

(vi) a commitment to purchase Series 2024B Bonds in the form attached hereto as Exhibit E.

WHEREAS, in connection with the sale of the Bonds, it may be necessary that certain modifications be made to the *Master Special Assessment Methodology Reports* dated February 29, 2024, and a draft of the *Preliminary First Supplemental Assessment Methodology Reports* dated April 10, 2024 (collectively, the “Assessment Methodology Reports”) and the Engineer’s Report and to conform such reports to the final terms of the 2024 Bonds; and

WHEREAS, the proceeds of the 2024 Bonds shall be applied in accordance with the provisions of the applicable Indentures.

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

Section 1. Negotiated Limited Offering and Private Placement of 2024 Bonds.

The District hereby finds that because of the complex nature of assessment bond financings in order to better time the sale and/or placement of the respective series of the 2024 Bonds, secure better rates and the favorable terms from the Purchaser with respect to the 2024B Bonds pursuant to the parameters set forth in Section 3 hereof and the applicable provisions of the Bond Purchase and Placement Agreement and the obligation of the Underwriter to underwrite the 2024A Bonds pursuant to the parameters set forth in Section 3 hereof, it is necessary and in the best interest of the District that the 2024A Bonds in the aggregate principal amount of not exceeding \$5,000,000 and the 2024B Bonds in the aggregate principal amount of not exceeding \$12,000,000 shall be sold on a negotiated limited offering basis or private placement basis, as described in the Bond Purchase and Placement Agreement. The District hereby further finds that it will not be adversely affected if the 2024 Bonds are not sold pursuant to competitive sales.

Section 2. Purpose; Assessment Area Designation. The District has authorized its capital improvement plan for Parcel A-18, as such Parcel A-18 Project is set forth in the Engineer’s Report, and hereby authorizes the financing of a portion of such public infrastructure by issuing the respective Series of 2024 Bonds to finance a portion of the Parcel A-18 Project.

Section 3. Sale of the Bonds. The Commitment submitted by the Purchaser offering to purchase the Series 2024B Bonds attached hereto as Exhibit E is hereby approved. The underwriting of the Series 2024A Bonds on a limited offering basis by the Underwriter and the private placement of the Series 2024B Bonds by the Placement Agent are both hereby authorized, in both cases pursuant to the terms to be set forth in the final executed Bond Purchase and

Placement Agreement, which is hereby approved and adopted by the District in the form presented. The Bond Purchase and Placement Agreement in final form, as determined by counsel to the District and the Chairperson, may be executed by the District without further action provided that (i) the principal amount of the 2024 Bonds of each Series shall not exceed the authorized amount set forth in Section 1 hereof; (ii) the compensation of the Placement Agent and the Underwriter shall be as set forth in the final Bond Purchase and Placement Agreement; (iii) the final maturities of the 2024 Bonds shall not exceed the statutory permitted terms; and (iv) the maximum rates on the 2024 Bonds shall not exceed the maximum rate permitted under Florida law. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby authorized to execute and deliver on behalf of the District, and the Secretary of the District is hereby authorized (if so required) to affix the Seal of the District and attest to the execution of the Bond Purchase and Placement Agreement in substantially the form presented at this meeting as Exhibit A. The disclosure statements of the Placement Agent and the Underwriter, as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the execution of the Bond Purchase and Placement Agreement, a copy of which is attached as an exhibit to the Bond Purchase and Placement Agreement, will be entered into the official records of the District.

Section 4. The Limited Offering Memorandum. The Limited Offering Memorandum, in substantially the form the Preliminary Limited Offering Memorandum attached hereto as Exhibit B, with such changes as are necessary to conform to the details of the 2024 Bonds and the requirements of the Bond Purchase and Placement Agreement, is hereby approved. The District hereby authorizes the execution of the Limited Offering Memorandum and the District hereby authorizes the Limited Offering Memorandum, when in final form, to be used in connection with the limited offering and sale of the 2024A Bonds and the private placement of the 2024B Bonds. The District hereby authorizes and consents to the use by the Underwriter and Placement Agent of the Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B, in connection with the limited offering and private placement of the 2024 Bonds. The final form of the Preliminary Limited Offering Memorandum shall be determined by the Underwriter, the Placement Agent and the professional staff of the District. The Limited Offering Memorandum may be modified in a manner not inconsistent with the substance thereof and the terms of the 2024 Bonds as shall be deemed advisable by Bond Counsel and counsel to the District, with final approval by the Chairperson. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby further authorized to execute and deliver on behalf of the District, the Limited Offering Memorandum and any amendment or supplement thereto, with such changes, modifications and deletions as the member of the Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the District, with final approval by the Chairperson, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the District. The District hereby authorizes the Chairperson (or, in the absence of the Chairperson, any other member of the Board) to deem “final” the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

Section 5. Details of the 2024 Bonds. The proceeds of the 2024 Bonds shall be applied in accordance with the provisions of the respective Indentures (as herein defined). The 2024 Bonds shall mature in the years and in the amounts, bear interest at such rates and be subject to redemption, all as provided in the respective Indentures. The execution of the Indentures shall constitute approval of such terms as set forth in the Indentures and this Resolution. The maximum

aggregate principal amount of the 2024 Bonds authorized to be issued pursuant to this Resolution and the applicable Indentures shall not exceed \$5,000,000 in the aggregate with respect to the 2024A Bonds, and shall not exceed \$12,000,000 in the aggregate with respect to the 2024B Bonds.

Section 6. Continuing Disclosure; Dissemination Agent. The Board does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairperson (or, in the absence of the Chairperson, any other member of the Board) substantially in the form presented to this meeting and attached hereto as Exhibit C. The Continuing Disclosure Agreement is being executed by the District and the other parties thereto in order to assist the Underwriter in the marketing of the Bonds and compliance with Rule 15c2-12 of the Securities and Exchange Commission. Special District Services, Inc. is hereby appointed the initial dissemination agent.

Section 7. Authorization of Execution and Delivery of the Eleventh Supplemental and the Twelfth Supplemental; Application of Master Indenture. The District does hereby authorize and approve the execution by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Board) and the Secretary and the delivery of the Seventh and Eighth Supplementals each between the District and the Trustee. The Master Indenture will be applicable to the 2024 Bonds. The 2024A Indenture and the 2024B Indenture (collectively, the “Indentures”) shall provide for the security of the 2024A Bonds and the 2024B Bonds, respectively, and express the contract between the District and the owners of the 2024A Bonds with respect to the 2024A Indenture and with respect to the Purchaser of the 2024B Bonds with respect to the 2024B Indenture. The Eleventh Supplemental and the Twelfth Supplemental shall be substantially in the forms attached hereto as Composite Exhibit D and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the 2024 Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the forms of the Eleventh Supplemental and the Twelfth Supplemental attached hereto as Composite Exhibit D (collectively, the Supplemental Indentures”). Regions Bank, appointed as trustee (the “Trustee”) pursuant to the Initial Bond Resolution, shall continue to serve as trustee under Master Indenture and the Supplemental Indentures. It is hereby understood by the Board that each series of the 2024 Bonds will be secured by separate special assessment liens levied on the Assessment Area Two – Parcel A-18 Project Area.

Section 8. Authorization and Ratification of Prior Acts. All actions previously taken by or on behalf of District in connection with the issuance of the 2024 Bonds are hereby authorized, ratified and confirmed.

Section 9. Appointment of Placement Agent and Underwriter. The Board hereby formally appoints FMSbonds, Inc., as the Placement Agent for the 2024B Bonds and Underwriter for the 2024A Bonds.

Section 10. Book-Entry Only Registration System. The registration of the 2024 Bonds shall initially be by the book-entry only system established with The Depository Trust Company.

Section 11. Assessment Methodology Report. The Board hereby authorizes any modifications to the Assessment Methodology Reports prepared by Special District Services, Inc. in connection with the 2024 Bonds if such modifications are determined to be appropriate in connection with the issuance of the 2024 Bonds.

Section 12. Engineer's Report. The Board hereby authorizes any modifications to the Engineer's Report prepared by Ballbé & Associates in connection with the 2024 Bonds if such modifications are determined to be appropriate in connection with the issuance of the 2024 Bonds or modifications to the Parcel A-18 Project.

Section 13. Further Official Action. The Chairperson, the Vice Chairperson, the Secretary and each member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution including the Commitment. In the event that the Chairperson, the Vice Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

Section 14. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 15. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

PASSED in public session of the Board of Supervisors of the Avenir Community Development District, this 10th day of April, 2024.

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Name: Jason Pierman
Title: Secretary

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

EXHIBIT A

FORM OF BOND PURCHASE AND PLACEMENT AGREEMENT

EXHIBIT B

DRAFT COPY OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

COMPOSITE EXHIBIT D

**FORMS OF ELEVENTH SUPPLEMENTAL TRUST INDENTURE AND
TWELFTH SUPPLEMENTAL TRUST INDENTURE**

EXHIBIT E

COMMITMENT TO PURCHASE SERIES 2024B BONDS

695349418v7

ELEVENTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

AVENIR COMMUNITY DEVELOPMENT DISTRICT

AND

REGIONS BANK

as Trustee

Dated as of April 1, 2024

Authorizing and Securing

\$ _____
AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A
(PARCEL A-18 PROJECT)

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THIS ELEVENTH SUPPLEMENTAL TRUST INDENTURE (the “Eleventh Supplemental Indenture”), dated as of April 1, 2024 between the AVENIR COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and REGIONS BANK, a banking corporation duly organized and existing under the laws of the State of Alabama and having a designated corporate trust office in Jacksonville, Florida, as trustee (said banking corporation and any bank or trust company becoming successor trustee under this Eleventh Supplemental Indenture being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

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

WHEREAS, the premises governed by the Issuer, as described more fully in the Ordinance, consisting of approximately 2,427.50+/- acres of land (herein, the “District Lands” or “District”), are located entirely within the incorporated area of the City; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands and, has on March 30, 2017, adopted Resolution No. 2017-18 anticipated the issuance from time to time of Special Assessment Bonds (the “Bonds”) in the aggregate principal amount of not exceeding \$360,000,000; and

WHEREAS to coincide with the different phases of development, the Issuer has determined it necessary to create separate and distinct assessment areas within the District currently known as “Assessment Area One” and “Assessment Area Two”; and

WHEREAS, the Issuer has previously issued multiple series of Bonds to finance certain public infrastructure to serve Assessment Area One (collectively referred to as the “Prior Assessment Area One Bonds”) and to serve portions of Assessment Area Two (the “Prior Assessment Area Two Bonds”); and

WHEREAS, the Prior Assessment Area One Bonds and the Prior Assessment Area Two Bonds were issued pursuant to the herein referenced Master Trust Indenture and various related Supplemental Trust Indentures; and

WHEREAS, the Issuer has decided to undertake the design, acquisition, construction costs of certain additional public infrastructure improvements to be located in or for the benefit of the assessable lands within Parcel A-18 within Assessment Area Two (herein, the “Assessment Area Two – Parcel A-18 Project Area”) within the District including, but not limited to, stormwater management and control facilities, including but not limited to earthwork, roadway improvements,

water and wastewater systems; the differential cost of undergrounding certain utilities; hardscaping, landscaping and irrigation to be financed with the Series 2024 Bonds (as herein defined) and the Taxable Bonds (as herein defined); and related incidental costs, pursuant to the Act (collectively, the “Parcel A-18 Project”); and

WHEREAS, for purposes of this Eleventh Supplemental Indenture, the term “Parcel A-18 Project” does not include the Parcel A-18 Taxable Project (as herein defined).

WHEREAS, the Issuer has, pursuant to Resolution No. 2024-07, adopted on April 10, 2024, determined to issue two (2) Series of Bonds under the Master Indenture dated as May 1, 2018, by and between the Issuer and the Trustee (the “Master Indenture”) and this Eleventh Supplemental Indenture designated as the Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) in the principal amount of not exceeding \$5,000,000 (the “Series 2024A Bonds”) and its Special Assessment Bonds, Series 2024B (Parcel A-18 Project) in the principal amount of not exceeding \$12,000,000 (the “Series 2024B Bonds”) and, together with the 2024A Bonds, the “Series 2024 Bonds”), pursuant to the Master Indenture and this Eleventh Supplemental Indenture (hereinafter sometimes collectively referred to as the “2024A Indenture”) and with respect to the Series 2024B Bonds, pursuant to the Master Indenture and the Twelfth Supplemental Indenture (as herein defined) to finance a portion of the herein defined Parcel A-18 Project; and

WHEREAS, in the manner provided herein, the proceeds of the Series 2024A Bonds will be used to provide funds for (i) the financing of the costs of acquiring and/or constructing a portion of the Parcel A-18 Project, (ii) paying interest on the Series 2024A Bonds through at least May 1, 2025, (iii) the funding of the Series 2024A Reserve Account (as herein defined), and (iv) the payment of the costs of issuance of the Series 2024A Bonds; and

WHEREAS, the Series 2024A Bonds will be secured by a pledge of Series 2024A Pledged Revenues (as hereinafter defined) in the manner provided herein; and

NOW, THEREFORE, THIS ELEVENTH SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2024A Bonds, the security and payment of the principal or Redemption Price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2024 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2024 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Regions Bank, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2024 Pledged Revenues (as defined herein) as security for the payment of the principal or Redemption Price of (as the case may be) and interest on the Series 2024 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the 2024A Indenture with respect to the Series 2024A Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2024A Bonds issued and to be issued under this Eleventh Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Eleventh Supplemental Indenture) of any one Series 2024 Bond over any other Series 2024A Bond, all as provided in the 2024A Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or Redemption Price of the Series 2024A Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2024 Bonds and the 2024A Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the 2024A Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Eleventh Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Eleventh Supplemental Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

In this Eleventh Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Acquisition Agreement” shall mean that certain Assignment and Acquisition Agreement, by and between the Issuer and the Developer relating to the construction and acquisition of the Parcel A-18 Project, as described in the Engineer’s Report.

“Act” shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended and supplemented from time to time, and any successor statute thereto.

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the Series 2024A Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Series 2024A Bonds.

“Assessment Area Two – Parcel A-18 Project Area” shall mean Parcel A-18 within Assessment Area Two which will be the assessment area securing the Series 2024 Bonds and the Taxable Bonds.

“Assessment Area Two” shall mean a designated area within the District representing Parcel A-10, Parcel A-11, the Panther National Parcels, Parcel A-15, Parcel A-18, Parcel A-20, Parcel A-21, a golf course and charter school site totaling approximately 224.83 acres.

“Assessment Resolutions” shall mean, with respect to the Series 2024A Special Assessments, Resolution No. 2024-01, Resolution No. 2024-02, and Resolution No. 2024-05 of

the Issuer adopted on February 29, 2024, February 29, 2024, and April 10, 2024, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2024A Bonds, in the denominations of \$5,000 and any integral multiple thereof provided, however, if any initial beneficial owner does not purchase at least \$100,000 of the Series 2024A Bonds at the time of initial delivery of the Series 2024A Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2024A Bonds the investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an “accredited investor,” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

“Bonds” shall mean the Issuer’s Special Assessments Bonds issued pursuant to the Master Indenture.

“Collateral Assignment” shall mean that certain instrument executed by the Developer in favor of the Issuer whereby all of the development related documents necessary to complete development within the Assessment Area Two - Parcel A-18 Project Area (comprising all of the development planned for the Parcel A-18 Project) are collaterally assigned as security for the Developer’s obligation to pay the Series 2024 Special Assessments imposed against the assessable lands within the Assessment Area Two - Parcel A-18 Project Area therein owned by Developer from time to time.

“Consulting Engineer” shall mean Ballbé & Associates, Inc., the Issuer’s consulting engineer.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2024 Bonds, dated the date of delivery of the Series 2024 Bonds, by and among the Issuer, the Developer, the dissemination agent named therein and joined by the other parties named therein, in connection with the issuance of the Series 2024 Bonds.

“Developer” shall mean Kenco Communities at Avenir II, LLC, a Florida limited liability company, as the developer and homebuilder of the lands within the Assessment Area Two - Parcel A-18 Project Area.

“District Manager” shall mean Special District Services, Inc., and its successors and assigns.

“Engineer’s Report” shall mean the Seventh Supplemental Engineer’s Report (Parcel A-18 Project) dated February 29, 2024 prepared by the Consulting Engineer, as amended and supplemented from time to time.

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing November 1, 2024 and any other date the principal of the Series 2024A Bonds is paid, including any Quarterly Redemption Date.

“Majority Holders” means the beneficial owners of more than fifty percent (50%) of the Series 2024A Bonds.

“Master Indenture” shall mean the Master Trust Indenture, dated as of May 1, 2018, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2024A Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2024A Bonds as specifically defined in this Eleventh Supplemental Indenture).

“Other Parcel A-18 Bonds” shall mean the Prior Bonds, the Series 2024B Bonds and the Taxable Bonds, when, and if, issued.

“Parcel A-18 Taxable Project” shall mean the acquisition of a portion of the Parcel A-18 Project not otherwise financed with the proceeds of the Series 2024 Bonds, which Parcel A-18 Taxable Project is expected to be financed in whole or in part with the Taxable Bonds.

“Paying Agent” shall mean Regions Bank, and its successors and assigns as Paying Agent hereunder.

“Placement Agent” shall mean FMSbonds, Inc. with respect to the Series 2024B Bonds.

“Prepayment” shall mean the payment by any owner of property within the Assessment Area Two – Parcel A-18 Project Area of the amount of Series 2024A Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term “Prepayment” also means any proceeds received as a result of accelerating and/or foreclosing the Series 2024A Special Assessments. “Prepayments” shall include, without limitation, Series 2024A Prepayment Principal.

“Prior Bonds” shall mean the Issuer’s Subordinate Special Assessment Bonds, Series 2021A (Assessment Area Two – 2021A Project).

“Projects” shall mean collectively, the Parcel A-18 Project, a portion of which will be financed with a portion of the Series 2024 Bonds, as described on Exhibit A attached hereto and on Exhibit A attached to the Twelfth Supplemental Indenture. The term Projects also includes any portion of the Parcel A-18 Taxable Project intended to be financed with the proceeds from the Taxable Bonds.

“Quarterly Redemption Date” shall mean a February 1, May 1, August 1 and November 1 of any calendar year.

“Redemption Price” shall mean the principal amount of any Series 2024A Bond payable upon redemption thereof pursuant to this Eleventh Supplemental Indenture.

“Registrar” shall mean Regions Bank and its successors and assigns as Registrar hereunder.

“Regular Record Date” shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“Release Conditions” shall mean all of the following:

(a) all of the principal portion of the Series 2024A Special Assessments has been assigned to residential units that have been constructed and each has received a certificate of occupancy; and

(b) no Event of Default under the Master Indenture has occurred, all as evidenced pursuant to Section 4.01(f) hereof.

“Resolution” shall mean (i) Resolution No. 2017-18 of the Issuer adopted on March 30, 2017 authorizing the issuance of special assessment bonds to finance the capital Project in the amount of not exceeding \$310,000,000, (ii) Resolution No. 2024-07 of the Issuer adopted on April 10, 2024, pursuant to which the Issuer authorized the issuance of its Series 2024A Bonds and its Series 2024B Bonds in a principal amount not exceeding \$17,000,000 (\$5,000,000 for the Series 2024A Bonds and \$12,000,000 for the Series 2024B Bonds), specifying the details of the Series 2024 Bonds and authorizing the underwriting of the Series 2024A Bonds to the Underwriter and the private placement of the Series 2024B Bonds through the efforts of the Placement Agent in both cases pursuant to the parameters set forth therein.

“Series 2024 Bonds” shall mean collectively the \$ _____ aggregate principal amount of Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) issued pursuant to this Eleventh Supplemental Indenture and the \$ _____ aggregate principal amount of Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project), issued pursuant to the Twelfth Supplemental Indenture, in both cases to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture, as applicable, and secured and authorized by the Master Indenture and this Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture, as applicable, in the manner so provided herein and therein.

“Series 2024 Special Assessments” shall mean, collectively, the Series 2024A Special Assessments securing the Series 2024A Bonds and the Series 2024B Special Assessments securing the Series 2024B Bonds.

“Series 2024A Acquisition and Construction Account shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Eleventh Supplemental Indenture.

“Series 2024A Bond Redemption Account” shall mean the Series 2024 Bond Redemption Account established as a separate Account within the Debt Service Fund pursuant to Section 4.01(g) of this Eleventh Supplemental Indenture.

“Series 2024A Bonds” shall have the meaning set forth in the recitals of this Eleventh Supplemental Indenture.

“Series 2024A Costs of Issuance Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Eleventh Supplemental Indenture.

“Series 2024A General Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2024A Bond Redemption Account pursuant to Section 4.01(g) of this Eleventh Supplemental Indenture.

“Series 2024A Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Eleventh Supplemental Indenture.

“Series 2024A Optional Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2024A Bond Redemption Account pursuant to Section 4.01(g) of this Eleventh Supplemental Indenture.

“Series 2024A Pledged Revenues” shall mean (a) all revenues received by the Issuer from Series 2024A Special Assessments levied and collected on the assessable lands within the Assessment Area Two - Parcel A-18 Project Area within the District including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2024A Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2024A Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the 2024A Indenture created and established with respect to or for the benefit of the Series 2024A Bonds; provided, however, that Series 2024 Pledged Revenues shall not include (A) any moneys transferred to the Series 2024A Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2024 Costs of Issuance Account, and (C) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the 2024A Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision).

“Series 2024A Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2024A Special Assessments being prepaid pursuant to Section 4.04 of this Eleventh Supplemental Indenture or as a result of an acceleration of the Series 2024A Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2024A Special Assessments are being collected through a direct billing method.

“Series 2024A Prepayment Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2024A Bond Redemption Account pursuant to Section 4.01(g) of this Eleventh Supplemental Indenture.

“Series 2024A Principal Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this Eleventh Supplemental Indenture.

“Series 2024A Rebate Fund” shall mean the Fund so designated, established as a separate Fund pursuant to Section 4.01(j) hereof.

“Series 2024A Reserve Account” shall mean the Account so designated established as a separate Account within the Reserve Fund pursuant to Section 4.01(f) of this Eleventh Supplemental Indenture.

“Series 2024A Reserve Requirement” or “Reserve Requirement” shall mean an amount initially equal to fifty percent (50%) of the maximum annual debt service with respect to the initial principal amount of the Series 2024A Bonds determined on the date of issue. Upon satisfaction of the Release Conditions, the Series 2024A Reserve Requirement shall be reduced to an amount equal to ten percent (10%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2024A Bonds. If a portion of the Series 2024A Bonds are redeemed pursuant to Section 3.01(b)(i) or Section 3.01(b)(iii), the Reserve Requirement shall be reduced to fifty percent (50%) (prior to satisfaction of the Release Conditions) or ten percent (10%) (after satisfaction of the Release Conditions) of the maximum annual debt service of the Series 2024A Bonds after taking into account such extraordinary mandatory redemption. Any amount in the Series 2024A Reserve Account may, upon final maturity or redemption of all Outstanding Series 2024A Bonds be used to pay principal of and interest on the Series 2024A Bonds at that time. The initial Series 2024A Reserve Requirement shall be equal to \$_____.

“Series 2024A Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Eleventh Supplemental Indenture.

“Series 2024A Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Eleventh Supplemental Indenture.

“Series 2024A Special Assessments” shall mean the Special Assessments levied on the assessable lands within the Assessment Area Two - Parcel A-18 Project Area within the District pursuant to the Assessment Resolutions relating to the Series 2024A Bonds as a result of the Issuer’s financing the acquisition of a portion of the Parcel A-18 Project, corresponding in amount to the debt service on the Series 2024A Bonds and designated as such in the methodology report relating thereto.

“Series 2024B Bonds” shall mean the Issuer’s Special Assessment Bonds, Series 2024B (Parcel A-18 Project) issued pursuant to the Twelfth Supplemental Indenture.

“Series 2024B Special Assessments” shall mean the Special Assessments levied on the assessable lands within the Assessment Area Two - Parcel A-18 Project Area within the District pursuant to the Assessment Resolutions relating to the Series 2024B Bonds as a result of the Issuer’s financing the acquisition of a portion of the Parcel A-18 Project, corresponding in amount to the debt service on the Series 2024B Bonds and designated as such in the methodology report relating thereto.

“Substantially Absorbed” means the date at least 90% of the principal portion of the Series 2024A Special Assessments have been assigned to residential units within the Assessment Area Two – Parcel A-18 Project Area within the District that have received certificates of occupancy.

“Taxable Bonds” shall mean the Issuer’s Special Assessment Bonds issued in the future to finance all or a portion of the Taxable Parcel A-18 Project.

“Twelfth Supplemental Indenture” shall mean that certain Twelfth Supplemental Trust Indenture dated as of April 1, 2024 pursuant to which the Series 2024B Bonds will be issued.

“2024A Indenture” shall mean collectively, the Master Indenture and this Eleventh Supplemental Indenture.

“Underwriter” shall mean FMSbonds, Inc. with respect to the Series 2024A Bonds.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Series 2024 Bonds), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

ARTICLE II

THE SERIES 2024A BONDS

SECTION 2.01. Amounts and Terms of Series 2024A Bonds; Issue of Series 2024A Bonds. No Series 2024A Bonds may be issued under this Eleventh Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2024A Bonds that may be issued under this Eleventh Supplemental Indenture is expressly limited to \$_____. The Series 2024A Bonds shall be numbered consecutively from RA-1 and upwards.

(b) Any and all Series 2024A Bonds shall be issued substantially in the form attached hereto as Exhibit B, and with such appropriate variations, omissions and insertions as are permitted or required by the 2024A Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2024A Bonds upon execution of this Eleventh Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture and Section 2.09 of this Eleventh Supplemental Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2024A Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2024A Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2024A Bonds shall be authenticated as set forth in the Master Indenture. No Series 2024A Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2024A Bonds.

(a) The Series 2024A Bonds are being issued hereunder in order to provide moneys, (i) to finance a portion of the Parcel A-18 Project, (ii) to fund interest on the Series 2024 Bonds through at least May 1, 2025, (iii) to fund the Series 2024A Reserve Account in an amount equal to the initial Series 2024A Reserve Requirement; and (iv) to pay the costs of issuance of the Series 2024A Bonds. The Series 2024A Bonds shall be designated "Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project)" and shall be issued as fully registered bonds without coupons in the designated Authorized Denominations.

(b) The Series 2024A Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2024A Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2024A Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2024, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Eleventh Supplemental Indenture in connection with a book entry only system of registration of the Series 2024A Bonds, the principal or Redemption Price of the Series 2024A Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2024A Bonds. Except as otherwise provided in Section 2.07 of this Eleventh Supplemental Indenture in connection with a book entry only system of registration of the Series 2024A Bonds, the payment of interest on the Series 2024A Bonds shall be made on each Interest Payment Date to the Owners of the Series 2024A Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2024A Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2024A Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given by Electronic Means or mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2024A Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Details of the Series 2024A Bonds.

(a) The Series 2024A Bonds will mature on May 1 in the years and in the principal amounts, and bear interest at the rates as set forth below, subject to the right of prior redemption in accordance with their terms.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
*		
*		
*		

*Term Bonds

(b) Interest on the Series 2024A Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2024A Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Proceeds and Other Funds. From the net proceeds of the Series 2024A Bonds in the amount of \$ _____, the following deposits shall be made on the date of issuance of the Series 2024 Bonds:

(a) \$ _____ derived from the net proceeds of the Series 2024A Bonds shall be deposited in the Series 2024A Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture, and the terms of the Acquisition Agreement to purchase a portion of the Parcel A-18 Project;

(b) \$ _____ derived from the net proceeds of the Series 2024A Bonds shall be deposited into the Series 2024A Debt Service Reserve Account;

(c) \$ _____ derived from the net proceeds of the Series 2024A Bonds shall be deposited into the Series 2024A Interest Account; and

(d) \$ _____ derived from the remaining net proceeds of the Series 2024A Bonds shall be deposited in the Series 2024A Costs of Issuance Account to pay the costs of issuing the Series 2024A Bonds.

SECTION 2.07. Book-Entry Form of Series 2024A Bonds. The Series 2024A Bonds shall be issued as one fully registered bond for each maturity of Series 2024A Bonds and deposited with The Depository Trust Company (“DTC”), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2024A Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants (“Direct Participants”) and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2024A Bonds (“Beneficial Owners”).

Principal and interest on the Series 2024A Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC without the need for presentment of the Series 2024A Bonds. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2024A Bonds, through Direct Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2024A Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to Direct Participants and Direct Participants shall be responsible for

notices to Indirect Participants, and Direct Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2024A Bonds in the form of fully registered Series 2024A Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2024A Bonds may be exchanged for an equal aggregate principal amount of Series 2024A Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the Series 2024A Bonds, and hereby appoints Regions Bank, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Regions Bank hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints Regions Bank as Paying Agent for the Series 2024A Bonds. Regions Bank hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2024A Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2024A Bonds and the conditions set forth in the bond placement agreement with the Placement Agent, all the Series 2024A Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions relating to the Series 2024A Special Assessments;

(b) Executed originals of the Master Indenture and this Eleventh Supplemental Indenture;

(c) An opinion of Counsel to the Issuer substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to purchase a portion of the Parcel A-18 Project, pursuant to the terms of the 2024A Indenture, (iii) all proceedings undertaken

by the Issuer with respect to the Series 2024A Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2024A Special Assessments, and (v) the Series 2024A Special Assessments are legal, valid and binding liens upon the property against which such Series 2024A Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other State of Florida liens, titles and claims, until paid;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2024A Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Eleventh Supplemental Indenture; and

(e) A copy of the Collateral Assignment.

Receipt by the Trustee of the net proceeds from the initial sale of the Series 2024A Bonds shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2024A Bonds to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III

REDEMPTION OF SERIES 2024A BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2024A Bonds shall be subject to redemption at the times and in the manner provided in this Article III. All payments of the Redemption Price of the Series 2024A Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2024A Bonds of a Series are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2024A Bonds or portions of the Series 2024A Bonds of each such Series to be redeemed pursuant to the provisions of Section 8.04 of the Master Indenture. Partial redemptions of Series 2024A Bonds shall be made in such a manner that the remaining Series 2024A Bonds held by each Bondholder shall be in the applicable Authorized Denominations.

(a) Optional Redemption. The Series 2024A Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20XX (less than all Series 2024A Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2024A Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2024A Optional Redemption Subaccount of the Series 2024A Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2024A Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2024A Bonds is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2024A Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2024A Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2024A Prepayment Principal deposited into the Series 2024A Prepayment Subaccount of the Series 2024A Bond Redemption Account (taking into account the credit from the Series 2024A Reserve Account pursuant to Section 4.04 of this Eleventh Supplemental Indenture) following the payment in whole or in part of the Series 2024A Special Assessments on any assessable property within the Assessment Area Two - Parcel A-18 Project Area within the District in accordance with the provisions of Section 4.04 of this Eleventh Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2024A Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2024A Rebate Fund, the Series 2024A Acquisition and Construction Account and the Series 2024A Costs of Issuance Subaccount) sufficient to pay and redeem all Outstanding Series 2024A Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2024A Acquisition and Construction Account not otherwise reserved to complete the Parcel A-18 Project intended to be financed with a portion of the Series 2024A Bonds and which have been transferred to the Series 2024A General Redemption Subaccount of the Series 2024A Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2024A Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024A Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

The Series 2024A Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024A Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

The Series 2024A Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024A Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

Upon any redemption of Series 2024A Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of the affected Series 2024A Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of such Series 2024A Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2024A Bonds in any year. In the event of a redemption occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2024A Bonds under any provision of this Eleventh Supplemental Indenture or directed to redeem Series 2024A Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2024A Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF SERIES 2024A SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2024A Acquisition and Construction Account.” Proceeds of the Series 2024A Bonds shall be deposited into the Series 2024A Acquisition and Construction Account in the amounts set forth in Section 2.06 hereof, together with any moneys transferred to such Series 2024A Acquisition and Construction Account, and such moneys in the Series 2024A Acquisition and Construction Account shall be requisitioned to be applied as set forth in Section 5.01(b) of the Master Indenture and the Acquisition Agreement. Subject to Section 4.01(f) hereof, any moneys remaining in the Series 2024A Acquisition and Construction Account after the Completion Date, and after the expenditure of all moneys remaining therein that have not been requisitioned within thirty (30) days after satisfaction of the Release Conditions upon notice of same given by the District Manager to the Trustee and the Issuer, upon which the Trustee may conclusively rely, except for any moneys reserved therein for the payment of any costs of the Parcel A-18 Project owed but not yet requisitioned, as evidenced in a certificate from the District Manager to the Trustee and the Issuer, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the Parcel A-18 Project, as evidenced by a certificate from the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2024A General Redemption Subaccount of the Series 2024A Bond Redemption Account. Subject to the provisions of Section 4.01(f) hereof, the Series 2024A Acquisition and Construction Account shall be closed upon the expenditure or transfer of all funds therein including moneys deposited therein as a result of satisfaction of the Release Conditions. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2024A Acquisition and Construction Account and make payment to the Person or Persons so designated in such requisition. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2024A Costs of Issuance Account.” Net proceeds of the Series 2024A Bonds shall be deposited into the Series 2024A Costs of Issuance Account in the amount set forth in Section 2.06 of this Eleventh Supplemental Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2024A Costs of Issuance Account to pay the costs of issuing the Series 2024A Bonds. Six months after the issuance of the Series 2024A Bonds, any moneys remaining in the Series 2024A Costs of Issuance Accounts in excess of the actual costs of issuing the Series 2024A Bonds requested to be disbursed by the Issuer shall be deposited into the Series 2024A Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2024A Bonds shall be paid from excess Series 2024A Pledged Revenues on deposit in the Series 2024A Revenue Account pursuant to Section 4.02 SEVENTH herein in the amount so directed in writing by the Issuer.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the “Series 2024A Revenue Account.”

Series 2024A Special Assessments (except for Prepayments of Series 2024A Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2024A Prepayment Subaccount), by the Trustee into the Series 2024A Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Eleventh Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2024A Principal Account.” Moneys shall be deposited into the Series 2024A Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Eleventh Supplemental Indenture, and applied for the purpose provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2024A Interest Account.” Moneys deposited into the Series 2024A Interest Account pursuant to Section 6.04 of the Master Indenture, Section 2.06 and Section 4.02 of this Eleventh Supplemental Indenture, shall be applied for the purpose provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2024A Sinking Fund Account.” Moneys shall be deposited into the Series 2024A Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Eleventh Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Eleventh Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the “Series 2024A Reserve Account.” Net proceeds of the Series 2024A Bonds shall be deposited into the Series 2024A Reserve Account in the amount set forth in Section 2.06 of this Eleventh Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2024A Reserve Account shall be applied for the purposes provided therein and in this Section 4.01(f) of this Eleventh Supplemental Indenture.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2024A Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2024A Bonds to the Series 2024A General Redemption Subaccount of the Series 2024A Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2024A Special Assessments and applied to redeem a portion of the Series 2024A Bonds is less than the principal amount of Series 2024A Bonds indebtedness attributable to such lands.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer or the District Manager, on behalf of the Issuer, receives notice that a landowner wishes to prepay its Series 2024A Special Assessments relating to the benefited property of such landowner within the Assessment Area Two – Parcel A-18 Project Area, or as a result of a mandatory true-up payment, the Issuer shall cause the District Manager, on behalf of the Issuer to calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2024A Prepayment Principal due by the amount of money in the Series 2024A Reserve Account that will

be in excess of the applicable Reserve Requirement, taking into account the proposed Prepayment. Such excess in the Series 2024A Reserve Account shall be transferred by the Trustee to the Series 2024A Prepayment Subaccount of the Series 2024A Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Series 2024A Reserve Account to the Series 2024A Prepayment Subaccount of the Series 2024A Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2024A Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding the foregoing and as further described in the next succeeding paragraph, upon satisfaction of the Release Conditions, the Trustee shall deposit such excess on deposit in the Series 2024A Reserve Account to the Series 2024A Acquisition and Construction Account and pay such amount deposited in the Series 2024A Acquisition and Construction Account to the Person or Persons designated in a requisition in the form attached hereto as Exhibit "C" submitted by the Developer within thirty (30) days of such transfer which requisition shall be executed by the Issuer and the Consulting Engineer. Such payment is authorized notwithstanding that the Completion Date might have been declared provided the Developer can establish, to the satisfaction of the Consulting Engineer, Costs of the Parcel A-18 Project that were not paid from moneys initially deposited in the Series 2024A Acquisition and Construction Account. In the event that there are no unreimbursed Costs to pay to the Developer, such excess moneys transferred from the Series 2024A Reserve Account to the Series 2024A Acquisition and Construction Account shall be deposited into the Series 2024A General Redemption Subaccount of the Series 2024A Bond Redemption Account.

Upon satisfaction of the Release Conditions as evidenced by a written certificate of the District Manager delivered to the Issuer and the Trustee, stating that the Release Conditions have been satisfied and setting forth the amount of the new Series 2024A Reserve Requirement, the Trustee shall without further direction reduce the Series 2024A Reserve Requirement to ten percent (10%) of the maximum annual debt service of the then Outstanding principal amount of the Series 2024A Bonds as calculated by the District Manager. The excess amount in the Series 2024A Reserve Account as a result of satisfaction of the Release Conditions shall be transferred to the Series 2024A Acquisition and Construction Account. The Trustee may conclusively rely on such written certificate of the District Manager.

In addition, in the event of an extraordinary mandatory redemption pursuant to Section 3.01(b)(iii) hereof, the District Manager, on behalf of the Issuer, shall calculate the applicable Reserve Requirement and the District Manager shall communicate the same to the Trustee and the Trustee shall apply any excess in the Series 2024A Reserve Account toward such extraordinary mandatory redemption.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Account within the Bond Redemption Fund designated as the "Series 2024 Bond Redemption Account" and within such Account, a "Series 2024A General Redemption Subaccount," a "Series 2024A Prepayment Subaccount," and a "Series 2024A Optional Redemption Subaccount." Except as otherwise provided in this Eleventh Supplemental Indenture regarding Prepayments, moneys to be deposited into the Series 2024A Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2024A General

Redemption Subaccount of the Series 2024A Bond Redemption Account in the manner and order described in subparagraph (i) below. Any moneys on deposit in the Series 2024A Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2024A Bonds pursuant to Section 3.01(a) hereof.

(h) Moneys that are deposited into the Series 2024A General Redemption Subaccount of the Series 2024A Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2024A Bonds and for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof.

(i) Moneys in the Series 2024A Prepayment Subaccount of the Series 2024A Bond Redemption Account (including all earnings on investments held in such subaccounts) shall be used to call the Series 2024A Bonds for redemption pursuant to the provisions of Section 3.01(b)(i) hereof. All interest due in regard to such Series 2024A Prepayment Principal not received in connection with such Prepayment shall be paid from the Series 2024A Revenue Account. In addition, if the amount of the Prepayment is not sufficient to redeem a principal amount of the Series 2024A Bonds in an Authorized Denomination to be redeemed, the Trustee shall be authorized to withdraw amounts from the Series 2024A Revenue Account to round-up to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2024A Revenue Account shall be made to pay interest on and/or round-up principal for the Series 2024A Bonds for the redemption pursuant to Section 3.01(b)(i) if as a result the deposits required under Section 4.02 FIRST through SEVENTH cannot be made in full. The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Series 2024A Principal Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series of Series 2024 Bonds pursuant to Section 3.01(b)(i) at least forty-five (45) days prior to each applicable Quarterly Redemption Date.

(j) The Issuer hereby directs the Trustee to establish a Series 2024A Rebate Fund designated as the "Series 2024A Rebate Fund" when deposits are required to be made therein. Moneys shall be deposited into the Series 2024A Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

SECTION 4.02. Series 2024A Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2024A Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2024, to the Series 2024A Interest Account of the Debt Service Fund, an amount from the Series 2024A Revenue Account equal to the interest on the Series 2024A Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2024A Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2025, to the Series 2024A Interest Account of the Debt Service Fund, an amount from the Series 2024A Revenue Account equal to the interest on the Series 2024A Bonds becoming due on the next succeeding May 1, less any amount on deposit in the Series 2024A Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, commencing May 1, 2026, to the Series 2024A Sinking Fund Account of the Debt Service Fund, an amount from the Series 2024A Revenue Account equal to the principal amount of Series 2024A Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2024A Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the May 1 which is a principal payment date for any Series 2024A Bonds, to the Series 2024A Principal Account of the Debt Service Fund, an amount from the Series 2024A Revenue Account equal to the principal amount of Series 2024A Bonds Outstanding maturing on such May 1, less any amounts on deposit in the Series 2024A Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2024A Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2024A Revenue Account to the Series 2024A Interest Account, the amount necessary to pay interest on the Series 2024A Bonds subject to redemption on such date; and

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2024A Bonds remain Outstanding, to the Series 2024A Reserve Account, an amount from the Series 2024A Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2024A Bonds.

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining in the Series 2024A Revenue Account after making the foregoing deposits shall be first deposited into the Series 2024A Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2024A Bonds, then next shall be used pursuant to Section 4.01(i) hereof, if required, and last, any balance in the Series 2024A Revenue Account shall remain on deposit in such Series 2024A Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2024A Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

SECTION 4.03. Power to Issue Series 2024A Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2024A Bonds, to execute and deliver the 2024A Indenture and to pledge the Series 2024 Pledged Revenues for the benefit of the Series 2024A Bonds to the extent and priority set forth herein. The Series 2024A Pledged Revenues are not and shall not be subject to any other liens senior to or on a parity with the liens created in favor of the Series 2024A Bonds or except as provided in Section 5.04 hereof. The Series 2024A Bonds and the provisions of the 2024A Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the 2024A Indenture in the manner and priority established therein and all the rights of the Owners of the Series 2024A Bonds under the 2024A Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Prepayments; Removal of Series 2024A Special Assessment Liens.

(a) At any time, any owner of property within the Assessment Area Two - Parcel A-18 Project Area, which property is subject to the Series 2024A Special Assessments (i) may, at its option, or as a result of acceleration of the Series 2024A Special Assessments because of non-payment thereof, or (ii) as a result of a true-up payment, shall require the Issuer to, reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2024A Special Assessments by paying or causing there to be paid to the Issuer all or a portion of the Series 2024A Special Assessments, which shall constitute Series 2024A Prepayment Principal, plus accrued interest to the next succeeding Interest Payment Date (or the next succeeding Interest Payment Date if such Prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to the Special Assessment owned by such owner.

(b) Upon receipt of Series 2024A Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Series 2024A Special Assessments have been paid in whole or in part and that such Series 2024A Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2024A Bonds pursuant to Section 3.01(b)(i) hereof at least forty-five (45) days prior to each Quarterly Redemption Date and will withdraw money from the Series 2024A Reserve Account as a credit against the amount of Prepayment that is owed in an amount as directed by the Issuer. No credit shall be given if as a result the applicable Reserve Requirement shall be less than is required after taking into account the proposed extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof. At any time such Prepayment is not in an integral multiple of \$5,000, the Trustee shall withdraw moneys from the Series 2024A Revenue Account to round-up to an integral multiple of \$5,000 and deposit such amount into the Series 2024A Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the Series 2024A Reserve Account unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

[END OF ARTICLE IV]

ARTICLE V COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2024A Special Assessments. Pursuant to the terms and provisions of the Master Indenture and except as provided in the next succeeding sentence, the Issuer shall collect the Series 2024A Special Assessments relating to the acquisition and construction of the Parcel A-18 Project pursuant to the uniform method of collection pursuant to Section 197.3632, Florida Statutes (herein, the “Uniform Method”). Pursuant to the terms and provisions of the applicable Assessment Resolutions, the Issuer shall directly collect the Series 2024A Special Assessments and levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted, unless the Trustee at the direction of the Majority Holders directs the Issuer otherwise, or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this Eleventh Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2024A Special Assessments, and to levy the Series 2024A Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2024A Bonds when due. All Series 2024A Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to the applicable Interest Payment Date.

SECTION 5.02. Continuing Disclosure. Although the Series 2024B Bonds are not subject to the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement with respect to both Series of the Series 2024 Bonds. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default under the 2024A Indenture, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2024A Accounts, Funds and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations and Liens. So long as the Series 2024 Bonds are Outstanding, the Issuer covenants not to (i) issue any other Bonds or other debt obligations secured by the Series 2024A Special Assessments except as provided below or incur any other indebtedness secured by other Special Assessments levied against the assessable lands within the Assessment Area Two - Parcel A-18 Project Area within the District, or (ii) except as provided below, permit any additional liens, including any liens arising from any Special Assessments, against the assessable lands within the Assessment Area Two - Parcel A-18 Project Area. Notwithstanding the foregoing covenants of the Issuer, the Issuer may issue other Bonds or debt obligations secured by Special Assessments levied on the assessable lands within the Assessment Area Two - Parcel A-18 Project Area for the following purposes:

(a) to refund the Series 2024A Bonds in accordance with the provisions of this Eleventh Supplemental Indenture;

(b) without limit as to amount once the Series 2024A Special Assessments have been Substantially Absorbed and the assessable lands within the Assessment Area Two - Parcel A-18 Project Area have been fully developed, provided that no Series 2024B Bonds, Taxable Bonds and Prior Bonds remain Outstanding;

(c) at any time to finance capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster through the issuance of Bonds or other debt obligations; and

(d) at any time to issue the Taxable Bonds in a principal amount of not exceeding \$5,500,000.

For purposes of this Section 5.04, the term Special Assessments means any non-ad valorem assessments including “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance assessments,” levied and collected by the Issuer under Section 190.021(3) of the Act.

It is understood that notwithstanding the foregoing, the Assessment Area two – Parcel A-18 Project Area is and will be subject to other Special Assessments securing the Other Parcel A-18 Bonds.

SECTION 5.05. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent (50%) of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgement Regarding Series 2024A Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the 2024A Indenture, upon the occurrence of an Event of Default with respect to the Series 2024A Bonds, the Series 2024A Bonds are payable solely from the Series 2024A Pledged Revenues and any other moneys held by the Trustee under the 2024A Indenture for such purpose. Anything in the 2024A Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2024A Bonds, (i) the Series 2024A Pledged Revenues include, without limitation, all amounts on deposit in the Series 2024A Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2024A Pledged Revenues may not be used by the Issuer (whether to pay costs of the Parcel A-18 Project or otherwise) without the consent of the Majority Holders, and (iii) the Series 2024A Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the 2024A Indenture. The Issuer also acknowledges and agrees that from and after an Event of Default, the Trustee is authorized to exercise the Issuer’s rights under the Collateral Assignment at the direction of the Majority Holders but without the consent or approval of the Issuer and the Issuer covenants not to enter into any contract regarding the Parcel A-18 Project from and after the occurrence of an Event of Default without the written direction of the Majority Holders.

SECTION 5.07. Other Parcel A-18 Bonds. The owners (including beneficial owners) of the Series 2024A Bonds agree and consent that in connection with the purchase and

ownership of the Series 2024A Bonds, the Assessment Area Two - Parcel A-18 Project Area will be subject to Special Assessments securing the Other Parcel A-18 Bonds.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the 2024A Indenture. The Trustee agrees to act as Paying Agent, Registrar and Authenticating Agent for the Series 2024A Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Eleventh Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2024A Bonds), all of which are made solely by the Issuer. Except as otherwise expressly stated in this Eleventh Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

SECTION 6.03. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of Eleventh Supplemental Indenture. This Eleventh Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2024 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Eleventh Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Eleventh Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this Eleventh Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts. This Eleventh Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Eleventh Supplemental Indenture are hereby incorporated herein and made a part of this Eleventh Supplemental Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2024A Bonds or the date fixed for the redemption of any Series 2024A Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. Rights of Holders Upon an Event of Default. Notwithstanding any provision in the Master Indenture to the contrary, upon an Event of Default with respect to either of the Series 2024A Bonds or the Series 2024B Bonds or the Other Parcel A-18 Bonds, under Section 10.02(a) and/or (b) of the Master Indenture, only the Majority Holders of both Series of the Series 2024 Bonds, [the Prior Bonds] [and the Taxable Bonds] may direct the Trustee regarding remedial proceedings. With respect to any other Event of Default under Section 10.02 of the Master Indenture, the Series 2024A Bonds, the Series 2024B Bonds, the Taxable Bonds and the Prior Bonds shall be treated as four (4) separate Series of Bonds pursuant to which any remedial proceedings are taken, subject to the rights of the Majority Holders of the applicable Series. The obligation of the Trustee to take action at the direction of the Majority Holders of the applicable Series is subject to the rights of the Trustee to be indemnified as a condition for taking action or from refraining from action as provided in the Master Indenture. **[Not clear if the holders of the Prior Bonds have rights superior to the holders of the Series 2024 Bonds and Taxable Bonds?]**

SECTION 7.07. Allocation of Foreclosure Proceeds and Any Other Moneys. In the event proceeds from any foreclosure action are received by the Issuer as a result of a nonpayment of the Series 2024A Special Assessments and/or the Series 2024B Special Assessments on any

parcel of land within the Assessment Area Two - Parcel A-18 Project area subject to the Series 2024A Special Assessments, the Series 2024B Special Assessments, and the Special Assessments securing the Other Parcel A-18 Bonds, any of which are being collected by way of a direct bill to the applicable landowner, the Issuer shall allocate such proceeds on a pro-rata basis. A pro-rata allocation will be determined based on the percentage of defaulted Series 2024A Special Assessments, defaulted Series 2024B Special Assessments and defaulted Special Assessments securing the Other Parcel A-18 Bonds to the total amount of defaulted Special Assessments securing the Series 2024 Bonds and the Other Parcel A-18 Bonds. In addition, if the Issuer or the Trustee receives any other moneys in the pursuit of remedies against the owner of any parcel of land subject to the Series 2024A Special Assessments, Series 2024B Special Assessments and the Special Assessments securing the Other Parcel A-18 Bonds, as a result of non-payment, such other moneys shall also be distributed on a pro-rata basis. Notwithstanding the next preceding sentence, any moneys received from the sale of tax certificates pursuant to the Uniform Method shall not be distributed on a pro-rata basis if any of the Series 2024A Special Assessments, the Series 2024B Special Assessments and/or the Special Assessments securing the Other Parcel A-18 Bonds are not being collected pursuant to the Uniform Method. For purposes of this Section 7.06, the term Other Parcel A-18 Bonds does not include the Series 2024A Bonds.

SECTION 7.08. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2024B Bonds and the rights created under Section 7.07 and Section 7.08 hereof.

IN WITNESS WHEREOF, Avenir Community Development District has caused this Eleventh Supplemental Trust Indenture to be executed by the Vice Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by a Secretary of its Board of Supervisors and Regions Bank has caused this Eleventh Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

AVENIR COMMUNITY DEVELOPMENT
DISTRICT

[SEAL]

Attest:

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

By: _____
Name: Jason Pierman
Title: Secretary, Board of Supervisors

REGIONS BANK, as Trustee, Paying Agent
and Registrar

By: _____
Name: Craig A. Kaye
Title: Vice President and Trust Officer

STATE OF FLORIDA)
) SS:
COUNTY _____)

On this ____ day of April, 2024, before me, by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Virginia Cepero, Chairperson of the Avenir Community Development District (the “Issuer”), who acknowledged that she did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is her free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that she appeared before me this day in person and acknowledged that she, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. She is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

[illegible]

On this ____ day of April, 2024, before me, by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Jason Pierman, Secretary of the Avenir Community Development District (the “Issuer”), who acknowledged that he did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is his free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this ____ day of April, 2024, before me by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Craig A. Kaye, a Vice President and Trust Officer of Regions Bank, as trustee (the “Trustee”), who acknowledged that he did so sign said instrument as such officer for and on behalf of the Trustee; that the same is his free act and deed as such officer and the free act and deed of the Trustee; that he appeared before me on this day in person and acknowledged that he, being thereunto duly authorized, signed, for the uses and purposes therein set forth. He is personally known to me or has produced as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or Type as
Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

EXHIBIT A

DESCRIPTION OF THE PARCEL A-18 PROJECT TO BE FINANCED IN PART WITH A PORTION OF THE SERIES 2024A BONDS

As fully described in the Engineer's Report.

EXHIBIT B

[FORM OF SERIES 2024A BOND]

RA-1

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF PALM BEACH
CITY OF PALM BEACH GARDENS
AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2024A
(PARCEL A-18 PROJECT)**

<u>Interest Rate</u> _____ %	<u>Maturity Date</u> May 1, 20XX	<u>Date of Original Issuance</u> April __, 2024	<u>CUSIP</u> 05357J
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Registered Owner:-----Cede & Co.-----

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Avenir Community Development District (the “Issuer”), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2024A Bonds are in book-entry only form) at the designated corporate trust office of Regions Bank, in Jacksonville, Florida, as paying agent (said Regions Bank and/or any bank or trust company to become successor paying agent being herein called the “Paying Agent”), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months), said principal payable on the first day of May of each year commencing May 1, 2026. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, located in Jacksonville, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1 (collectively, each an “Interest Payment Date”), commencing November 1, 2024 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as registrar (said Regions Bank and any successor registrar being herein called the “Registrar”) at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the “Record Date”). Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to November 1, 2024, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted

interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the 2024A Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the 2024A Indenture.

THE SERIES 2024A BONDS, AS DEFINED BELOW, BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE SERIES 2024A PLEDGED REVENUES PLEDGED THEREFOR UNDER THE 2024A INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF PALM BEACH GARDENS, FLORIDA (THE "CITY"), PALM BEACH COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE 2024A INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2024A SPECIAL ASSESSMENTS TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the 2024A Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the 2024A Indenture, of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Avenir Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), Ordinance No. 17-2016 enacted by the City Council of the City of Palm Beach Gardens, Florida on January 5, 2017, designated as "Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project)" (the "Series 2024A Bonds"), in the aggregate principal amount of _____ MILLION _____ HUNDRED _____ THOUSAND AND 00/100 DOLLARS (\$ _____ .00) of like date, tenor and effect, except as to number. Simultaneously with the issuance of the Series 2024A Bonds, the Issuer has issued its Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project) (the "Series 2024B Bonds" and, together with the Series 2024A Bonds, the "Series 2024 Bonds") in the aggregate principal amount of _____ MILLION _____ HUNDRED _____ THOUSAND AND 00/100 DOLLARS (\$ _____ .00). The Series 2024 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to finance a portion of the Parcel A-18 Project. The Series 2024A Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the 2024A Indenture. The Series 2024A Bonds are issued under and secured by a Master Trust Indenture dated as of May 1, 2018 (the "Master Indenture"), by and between the Trustee and the District, as amended and supplemented by an Eleventh Supplemental Trust Indenture dated as of April 1, 2024 (the "Eleventh Supplemental Indenture" and together

with the Master Indenture, the “2024A Indenture”), by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida. The Series 2024B Bonds are separately secured under the Master Indenture and that certain Twelfth Supplemental Trust Indenture dated April 1, 2024 by and between the Issuer and the Trustee.

Reference is hereby made to the 2024A Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2024A Bonds issued under the 2024A Indenture, the operation and application of the Series 2024A Reserve Account and other Funds, Accounts and subaccounts (each as defined in the 2024A Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2024A Bonds, the levy and the evidencing and certifying for collection, of the Series 2024A Special Assessments securing the Series 2024A Bonds, the nature and extent of the security for the Series 2024A Bonds, the terms and conditions on which the Series 2024A Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the 2024A Indenture, the conditions under which such 2024A Indenture may be amended without the consent of the registered owners of the Series 2024A Bonds, the conditions under which such 2024A Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2024A Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2024A Bonds.

The owner of this Bond shall have no right to enforce the provisions of the 2024A Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the 2024A Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the 2024A Indenture.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the 2024A Indenture, except for Series 2024A Special Assessments to be assessed and levied by the Issuer as set forth in the 2024A Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the 2024A Indenture.

This Bond is payable from and secured by Series 2024A Pledged Revenues, as such term is defined in the 2024A Indenture, all in the manner and priority provided in the 2024A Indenture. The 2024A Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2024A Special Assessments to secure and pay the Series 2024A Bonds.

The Series 2024A Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2024A Bonds shall be made on the dates specified below. Upon any redemption of Series 2024A Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer

shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2024A Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2024A Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2024A Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2024A Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20XX (less than all Series 2024A Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2024A Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2024 Optional Redemption Subaccount of the Series 2024A Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2024A Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2024A Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Series 2024A Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024A Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2024A Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2024A Indenture.

	Mandatory Sinking Fund
<u>Year</u>	<u>Redemption Amount</u>

*Maturity

The Series 2024A Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024A Sinking Fund Account on May 1 in

the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2024A Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2024A Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

The Series 2024A Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024A Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2024A Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2024A Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
-------------	---

*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2024A Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at an extraordinary mandatory Redemption Price equal to 100% of the principal amount of the Series 2024A Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2024A Prepayment Principal deposited into the Series 2024A Prepayment Subaccount of the Series 2024A Bond Redemption Account (taking into account the credit from the Series 2024A Reserve Account pursuant to Section 4.04 of the Eleventh Supplemental Indenture) following the payment in whole or in part of the Series 2024A Special Assessments on any assessable property within the Assessment Area Two - Parcel A-18 Project Area within the District in accordance with the provisions of Section 4.04 of the Eleventh Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2024A Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2024A Rebate Fund, the Series 2024A Acquisition and Construction Account and the Series 2024A Costs of Issuance Subaccount) sufficient to pay and redeem all Outstanding Series 2024A Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2024A Acquisition and Construction Account not otherwise reserved to complete the Parcel A-18 Project intended to be financed with a portion of the Series 2024A Bonds and which have been transferred to the Series 2024A General Redemption Subaccount of the Series 2024A Bond Redemption Account.

Except as otherwise provided in the 2024A Indenture, if less than all of the Series 2024A Bonds subject to redemption shall be called for redemption, the particular such Series 2024A Bonds or portions of such Series 2024A Bonds to be redeemed shall be selected as provided in the 2024A Indenture.

Notice of each redemption of the Series 2024A Bonds is required to be given by the Trustee by Electronic Means or first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Series 2024A Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the 2024A Indenture, the Series 2024A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2024A Bonds or such portions thereof on such date, interest on such Series 2024A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2024A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the 2024A Indenture and the Owners thereof shall have no rights in respect of such Series 2024A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the 2024A Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Modifications or alterations of the 2024A Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the 2024A Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2024A Bond which remain unclaimed for three (3) years after the date when such Series 2024A Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Series 2024A Bonds becoming due at maturity or by call for redemption in the manner set forth in the 2024A Indenture, together with the interest accrued to the due date, the lien of such Series 2024A Bonds as to the Trust Estate with respect to the Series 2024A Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the 2024A Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

The Issuer shall keep books for the registration of the Series 2024A Bonds at the designated corporate trust office of the Registrar in Jacksonville, Florida. Subject to the restrictions contained in the 2024A Indenture, the Series 2024A Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Series 2024A Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Series 2024A Bond or Series 2024A Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the 2024A Indenture. Every Series 2024A Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2024A Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Series 2024A Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Series 2024A Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of and interest on such Series 2024A Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2024A Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened

and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2024A Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Avenir Community Development District has caused this Bond to be signed by the manual signature of the Chairperson of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of a Secretary of its Board of Supervisors, all as of the date hereof.

AVENIR COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2024A Bonds delivered pursuant to the within mentioned 2024A Indenture.

Date of Authentication: _____

REGIONS BANK, as Trustee

By: _____
Vice President and Trust Officer

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida, rendered on the 21st day of June, 2017.

AVENIR COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Minor) (Cust)

Under Uniform Transfer to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

EXHIBIT C

FORMS OF REQUISITIONS

AVENIR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024A (PARCEL A-18 PROJECT)

The undersigned, a Responsible Officer of the Avenir Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the “Trustee”), dated as of May 1, 2018, as supplemented by that certain Eleventh Supplemental Trust Indenture dated as of April 1, 2024 (collectively, the “2024A Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the 2024A Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred:
- (D) Account from which disbursement to be made:

Series 2024A Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for the acquisition of the Parcel A-18 Project payable from the Series 2024A Acquisition and Construction Account that has not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2024A Acquisition and Construction Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

**AVENIR COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Responsible Officer

Date: _____

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the A-18 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024A
(PARCEL A-18 PROJECT)**

(Costs of Issuance)

The undersigned, a Responsible Officer of the Avenir Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the “Trustee”), dated as of May 1, 2018, as supplemented by that certain Eleventh Supplemental Trust Indenture dated as of April 1, 2024 (collectively, the “2024A Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the 2024A Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance:
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2024A Costs of Issuance Account

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Series 2024A Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2024A Costs of Issuance Subaccount;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2024A Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

AVENIR COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Responsible Officer

Date: _____

EXHIBIT D

FORM OF INVESTOR LETTER

[Date]

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, FL 33180

Re: Avenir Community Development District Special Assessment Bonds, Series
2024A (Parcel A-18 Project)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the “Investor”) of \$_____ of the above-referenced Bonds [state maturing on May 1, _____, bearing interest at the rate of ____% per annum and CUSIP #] (herein, the “Investor Bonds”).

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an “accredited investor” as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the “Securities Act”) summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

☐ a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company, business development company, small business investment company; or rural business investment company;

☐ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of \$5 million;

☐ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding \$5 million;

- ☐ a business in which all the equity owners are “accredited investors”;
- ☐ a natural person who has individual net worth, or joint net worth with the person’s spouse or spousal equivalent, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;
- ☐ a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;
- ☐ a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person;
- ☐ an entity, of a type other than those set forth above, that owns investments in excess of \$5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;
- ☐ a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for “accredited investor” status;
- ☐ a “family office” with at least \$5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or
- ☐ a “family client” of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated _____, 2024 of the Issuer and relating to the Bonds (the “Offering Document”) and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Name], [Type of Entity]

By: _____

Name: _____

Title: _____

Date: _____

Or

[Name], an Individual

695137367v10

TWELFTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

AVENIR COMMUNITY DEVELOPMENT DISTRICT

AND

REGIONS BANK

as Trustee

Dated as of April 1, 2024

Authorizing and Securing

\$ _____
AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024B
(PARCEL A-18 PROJECT)

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THIS TWELFTH SUPPLEMENTAL TRUST INDENTURE (the “Twelfth Supplemental Indenture”), dated as of April 1, 2024 between the AVENIR COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and REGIONS BANK, a banking corporation duly organized and existing under the laws of the State of Alabama and having a designated corporate trust office in Jacksonville, Florida, as trustee (said banking corporation and any bank or trust company becoming successor trustee under this Twelfth Supplemental Indenture being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

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

WHEREAS, the premises governed by the Issuer, as described more fully in the Ordinance, consisting of approximately 2,427.50+/- acres of land (herein, the “District Lands” or “District”), are located entirely within the incorporated area of the City; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands and, has on March 30, 2017, adopted Resolution No. 2017-18 anticipated the issuance from time to time of Special Assessment Bonds (the “Bonds”) in the aggregate principal amount of not exceeding \$360,000,000; and

WHEREAS to coincide with the different phases of development, the Issuer has determined it necessary to create separate and distinct assessment areas within the District currently known as “Assessment Area One” and “Assessment Area Two”; and

WHEREAS, the Issuer has previously issued multiple series of Bonds to finance certain public infrastructure to serve Assessment Area One (collectively referred to as the “Prior Assessment Area One Bonds”) and to serve portions of Assessment Area Two (the “Prior Assessment Area Two Bonds”); and

WHEREAS, the Prior Assessment Area One Bonds and the Prior Assessment Area Two Bonds were issued pursuant to the herein referenced Master Trust Indenture and various related Supplemental Trust Indentures; and

WHEREAS, the Issuer has decided to undertake the design, acquisition, construction costs of certain additional public infrastructure improvements to be located in or for the benefit of the assessable lands within Parcel A-18 within Assessment Area Two (herein, the “Assessment Area Two – Parcel A-18 Project Area”) within the District including, but not limited to, stormwater management and control facilities, including but not limited to earthwork, roadway improvements,

water and wastewater systems; the differential cost of undergrounding certain utilities; hardscaping, landscaping and irrigation to be financed with the Series 2024 Bonds (as herein defined) and the Taxable Bonds (as herein defined); and related incidental costs, pursuant to the Act (collectively, the “Parcel A-18 Project”); and

WHEREAS, for purposes of this Twelfth Supplemental Indenture, the term “Parcel A-18 Project” does not include the Parcel A-18 Taxable Project (as herein defined).

WHEREAS, the Issuer has, pursuant to Resolution No. 2024-07, adopted on April 10, 2024, determined to issue two (2) Series of Bonds under the Master Indenture dated as May 1, 2018, by and between the Issuer and the Trustee (the “Master Indenture”) and the Eleventh Supplemental Indenture designated as the Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) in the principal amount of not exceeding \$5,000,000 (the “Series 2024A Bonds”) and its Special Assessment Bonds, Series 2024B (Parcel A-18 Project) in the principal amount of not exceeding \$12,000,000 (the “Series 2024B Bonds” and, together with the 2024A Bonds, the “Series 2024 Bonds”), pursuant to the Master Indenture and this Twelfth Supplemental Indenture (hereinafter sometimes collectively referred to as the “2024B Indenture”) and with respect to the Series 2024A Bonds, pursuant to the Master Indenture and the Eleventh Supplemental Indenture (as herein defined) to finance a portion of the herein defined Parcel A-18 Project; and

WHEREAS, in the manner provided herein, the proceeds of the Series 2024B Bonds will be used to provide funds for (i) the financing of the costs of acquiring and/or constructing a portion of the Parcel A-18 Project, (ii) paying interest on the Series 2024B Bonds through at least May 1, 202X, (iii) the funding of the Series 2024B Reserve Account (as herein defined), and (iv) the payment of the costs of issuance of the Series 2024B Bonds; and

WHEREAS, the Series 2024B Bonds will be secured by a pledge of Series 2024B Pledged Revenues (as hereinafter defined) in the manner provided herein; and

NOW, THEREFORE, THIS TWELFTH SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2024B Bonds, the security and payment of the principal or Redemption Price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2024 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2024 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Regions Bank, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2024 Pledged Revenues (as defined herein) as security for the payment of the principal or Redemption Price of (as the case may be) and interest on the Series 2024 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the 2024B Indenture with respect to the Series 2024B Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2024B Bonds issued and to be issued under this Twelfth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Twelfth Supplemental Indenture) of any one Series 2024 Bond over any other Series 2024B Bond, all as provided in the 2024B Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or Redemption Price of the Series 2024B Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2024 Bonds and the 2024B Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the 2024B Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Twelfth Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Twelfth Supplemental Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

In this Twelfth Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Acquisition Agreement” shall mean that certain Assignment and Acquisition Agreement, by and between the Issuer and the Developer relating to the construction and acquisition of the Parcel A-18 Project, as described in the Engineer’s Report.

“Act” shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended and supplemented from time to time, and any successor statute thereto.

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the Series 2024B Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Series 2024B Bonds.

“Assessment Area Two – Parcel A-18 Project Area” shall mean Parcel A-18 within Assessment Area Two which will be the assessment area securing the Series 2024 Bonds and the Taxable Bonds.

“Assessment Area Two” shall mean a designated area within the District representing Parcel A-10, Parcel A-11, the Panther National Parcels, Parcel A-15, Parcel A-18, Parcel A-20, Parcel A-21, a golf course and charter school site totaling approximately 224.83 acres.

“Assessment Resolutions” shall mean, with respect to the Series 2024B Special Assessments, Resolution No. 2024-03, Resolution No. 2024-04, and Resolution No. 2024-06 of

the Issuer adopted on February 29, 2024, February 29, 2024, and April 10, 2024, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2024B Bonds, in the denominations of \$100,000 and any integral multiple of \$5,000 in excess thereof.

“Bondholder Representative” shall mean (i) PHCC LLC (d/b/a Preston Hollow Community Capital), as the initial beneficial owner of the Series 2024B Bonds, or its designee, and (ii) thereafter, if PHCC LLC (d/b/a Preston Hollow Community Capital), together with its affiliates, collectively owns, directly or indirectly, less than 50% of the aggregate Outstanding principal amount of the Series 2024B Bonds, then the Bondholder Representative shall be the Person appointed by the beneficial owners of more than fifty percent (50%) of the Outstanding Series 2024B Bonds. During any period in which no Bondholder Representative has been appointed, references in this Twelfth Supplemental Indenture to the Bondholder Representative shall be deemed to be references to the Majority Holders.

“Bonds” shall mean the Issuer’s Special Assessments Bonds issued pursuant to the Master Indenture.

“Collateral Assignment” shall mean that certain instrument executed by the Developer in favor of the Issuer whereby all of the development related documents necessary to complete development within the Assessment Area Two - Parcel A-18 Project Area (comprising all of the development planned for the Parcel A-18 Project) are collaterally assigned as security for the Developer’s obligation to pay the Series 2024 Special Assessments imposed against the assessable lands within the Assessment Area Two - Parcel A-18 Project Area therein owned by Developer from time to time.

“Consulting Engineer” shall mean Ballbé & Associates, Inc., the Issuer’s consulting engineer.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2024 Bonds, dated the date of delivery of the Series 2024 Bonds, by and among the Issuer, the Developer, the dissemination agent named therein and joined by the other parties named therein, in connection with the issuance of the Series 2024 Bonds.

“Developer” shall mean Kenco Communities at Avenir II, LLC, a Florida limited liability company, as the developer and homebuilder of the lands within the Assessment Area Two - Parcel A-18 Project Area.

“District Manager” shall mean Special District Services, Inc., and its successors and assigns.

“Eleventh Supplemental Indenture” shall mean that certain Eleventh Supplemental Trust Indenture dated as of April 1, 2024 pursuant to which the Series 2024A Bonds will be issued.

“Engineer’s Report” shall mean the Seventh Supplemental Engineer’s Report (Parcel A-18 Project) dated February 29, 2024 prepared by the Consulting Engineer, as amended and supplemented from time to time.

“Initial Purchaser” shall mean PHCC LLC (d/b/a Preston Hollow Community Capital).

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing November 1, 2024 and any other date the principal of the Series 2024B Bonds is paid, including any Quarterly Redemption Date.

“Majority Holders” means the beneficial owners of more than fifty percent (50%) of the aggregate Outstanding principal amount of the Series 2024B Bonds.

“Master Indenture” shall mean the Master Trust Indenture, dated as of May 1, 2018, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2024B Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2024B Bonds as specifically defined in this Twelfth Supplemental Indenture).

“Other Parcel A-18 Bonds” shall mean the Prior Bonds, the Series 2024A Bonds and the Taxable Bonds, when, and if, issued.

“Parcel A-18 Taxable Project” shall mean the acquisition of a portion of the Parcel A-18 Project not otherwise financed with the proceeds of the Series 2024 Bonds, which Parcel A-18 Taxable Project is expected to be financed in whole or in part with the Taxable Bonds.

“Paying Agent” shall mean Regions Bank, and its successors and assigns as Paying Agent hereunder.

“Placement Agent” shall mean FMSbonds, Inc. with respect to the Series 2024B Bonds.

“Prepayment” shall mean the payment by any owner of property within the Assessment Area Two – Parcel A-18 Project Area of the amount of Series 2024B Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term “Prepayment” also means any proceeds received as a result of accelerating and/or foreclosing the Series 2024B Special Assessments. “Prepayments” shall include, without limitation, Series 2024B Prepayment Principal.

“Prior Bonds” shall mean the Issuer’s Subordinate Special Assessment Bonds, Series 2021A-2 (Assessment Area Two – 2021A Project).

“Projects” shall mean collectively, the Parcel A-18 Project, a portion of which will be financed with a portion of the Series 2024 Bonds, as described on Exhibit A attached hereto and on Exhibit A attached to the Eleventh Supplemental Indenture. The term Projects also includes any portion of the Parcel A-18 Taxable Project intended to be financed with the proceeds from the Taxable Bonds.

“Quarterly Redemption Date” shall mean a February 1, May 1, August 1 and November 1 of any calendar year.

“Redemption Price” shall mean the principal amount of any Series 2024B Bond payable upon redemption thereof pursuant to this Twelfth Supplemental Indenture.

“Registrar” shall mean Regions Bank and its successors and assigns as Registrar hereunder.

“Regular Record Date” shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“Resolution” shall mean (i) Resolution No. 2017-18 of the Issuer adopted on March 30, 2017 authorizing the issuance of special assessment bonds to finance the capital Project in the amount of not exceeding \$310,000,000, (ii) Resolution No. 2024-07 of the Issuer adopted on April 10, 2024, pursuant to which the Issuer authorized the issuance of its Series 2024A Bonds and its Series 2024B Bonds in a principal amount not exceeding \$17,000,000 (\$5,000,000 for the Series 2024A Bonds and \$12,000,000 for the Series 2024B Bonds), specifying the details of the Series 2024 Bonds and authorizing the underwriting of the Series 2024A Bonds by the Underwriter and the private placement of the Series 2024B Bonds through the efforts of the Placement Agent in both cases, pursuant to the parameters set forth therein.

“Series 2024 Bonds” shall mean collectively the \$_____ aggregate principal amount of Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project) issued pursuant to this Twelfth Supplemental Indenture and the \$_____ aggregate principal amount of Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project), issued pursuant to the Eleventh Supplemental Indenture, in both cases to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and the Eleventh Supplemental Indenture and this Twelfth Supplemental Indenture, as applicable, and secured and authorized by the Master Indenture and this Twelfth Supplemental Indenture and the Eleventh Supplemental Indenture, as applicable, in the manner so provided herein and therein.

“Series 2024 Special Assessments” shall mean, collectively, the Series 2024A Special Assessments securing the Series 2024A Bonds and the Series 2024B Special Assessments securing the Series 2024B Bonds.

“Series 2024A Bonds” shall mean the Issuer’s Special Assessment Bonds, Series 2024A (Parcel A-18 Project) issued pursuant to the Eleventh Supplemental Indenture.

“Series 2024A Special Assessments” shall mean the Special Assessments levied on the assessable lands within the Assessment Area Two - Parcel A-18 Project Area within the District pursuant to the Assessment Resolutions relating to the Series 2024A Bonds as a result of the Issuer’s financing the acquisition of a portion of the Parcel A-18 Project, corresponding in amount to the debt service on the Series 2024A Bonds and designated as such in the methodology report relating thereto.

“Series 2024B Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Twelfth Supplemental Indenture.

“Series 2024B Bond Redemption Account” shall mean the Series 2024 Bond Redemption Account established as a separate Account within the Debt Service Fund pursuant to Section 4.01(g) of this Twelfth Supplemental Indenture.

“Series 2024B Bonds” shall have the meaning set forth in the recitals of this Twelfth Supplemental Indenture.

“Series 2024B Costs of Issuance Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Twelfth Supplemental Indenture.

“Series 2024B General Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2024B Bond Redemption Account pursuant to Section 4.01(g) of this Twelfth Supplemental Indenture.

“Series 2024B Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Twelfth Supplemental Indenture.

“Series 2024B Pledged Revenues” shall mean (a) all revenues received by the Issuer from Series 2024B Special Assessments levied and collected on the assessable lands within the Assessment Area Two - Parcel 18 Project Area within the District including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2024B Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2024B Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the 2024B Indenture created and established with respect to or for the benefit of the Series 2024B Bonds; provided, however, that Series 2024B Pledged Revenues shall not include (A) any moneys transferred to the Series 2024B Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2024 Costs of Issuance Account, and (C) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the 2024B Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision).

“Series 2024B Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2024B Special Assessments being prepaid pursuant to Section 4.04 of this Twelfth Supplemental Indenture or as a result of an acceleration of the Series 2024B Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2024B Special Assessments are being collected through a direct billing method.

“Series 2024B Prepayment Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2024B Bond Redemption Account pursuant to Section 4.01(g) of this Twelfth Supplemental Indenture.

“Series 2024B Principal Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this Twelfth Supplemental Indenture.

“Series 2024B Rebate Fund” shall mean the Fund so designated, established as a separate Fund pursuant to Section 4.01(j) hereof.

“Series 2024B Reserve Account” shall mean the Account so designated established as a separate Account within the Reserve Fund pursuant to Section 4.01(f) of this Twelfth Supplemental Indenture.

“Series 2024B Reserve Requirement” or “Reserve Requirement” shall mean an amount initially equal to fifty percent (50%) of the maximum annual interest with respect to the initial principal amount of the Series 2024B Bonds determined on the date of issue. Any amount in the Series 2024B Reserve Account may, upon final maturity or redemption of all Outstanding Series 2024B Bonds be used to pay principal of and interest on the Series 2024B Bonds at that time. The initial Series 2024B Reserve Requirement shall be equal to \$_____.

“Series 2024B Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Twelfth Supplemental Indenture.

“Series 2024B Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Twelfth Supplemental Indenture.

“Series 2024B Special Assessments” shall mean the Special Assessments levied on the assessable lands within the Assessment Area Two - Parcel A-18 Project Area within the District pursuant to the Assessment Resolutions relating to the Series 2024B Bonds as a result of the Issuer’s financing the acquisition of a portion of the Parcel A-18 Project, corresponding in amount to the debt service on the Series 2024B Bonds and designated as such in the methodology report relating thereto.

“Taxable Bonds” shall mean the Issuer’s Special Assessment Bonds issued in the future to finance all or a portion of the Taxable Parcel A-18 Project.

“2024B Indenture” shall mean collectively, the Master Indenture and this Twelfth Supplemental Indenture.

“Underwriter” shall mean FMSbonds, Inc. with respect to the Series 2024A Bonds.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Series 2024 Bonds), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

ARTICLE II THE SERIES 2024B BONDS

SECTION 2.01. Amounts and Terms of Series 2024B Bonds; Issue of Series 2024B Bonds. No Series 2024B Bonds may be issued under this Twelfth Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2024B Bonds that may be issued under this Twelfth Supplemental Indenture is expressly limited to \$_____. The Series 2024B Bonds shall be numbered consecutively from RB-1 and upwards.

(b) Any and all Series 2024B Bonds shall be issued substantially in the form attached hereto as Exhibit B, and with such appropriate variations, omissions and insertions as are permitted or required by the 2024B Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2024B Bonds upon execution of this Twelfth Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture and Section 2.09 of this Twelfth Supplemental Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2024B Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2024B Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2024B Bonds shall be authenticated as set forth in the Master Indenture. No Series 2024B Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2024B Bonds.

(a) The Series 2024B Bonds are being issued hereunder in order to provide moneys, (i) to finance a portion of the Parcel A-18 Project, (ii) to fund interest on the Series 2024 Bonds through at least May 1, 202X, (iii) to fund the Series 2024A Reserve Account in an amount equal to the initial Series 2024A Reserve Requirement; and (iv) to pay the costs of issuance of the Series 2024B Bonds. The Series 2024B Bonds shall be designated "Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project)" and shall be issued as fully registered bonds without coupons in the designated Authorized Denominations.

(b) The Series 2024B Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2024B Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2024B Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2024, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Twelfth Supplemental Indenture in connection with a book entry only system of registration of the Series 2024B Bonds, the principal or Redemption Price of the Series 2024B Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2024B Bonds. Except as otherwise provided in Section 2.07 of this Twelfth Supplemental Indenture in connection with a book entry only system of registration of the Series 2024B Bonds, the payment of interest on the Series 2024B Bonds shall be made on each Interest Payment Date to the Owners of the Series 2024B Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2024B Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2024B Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given by Electronic Means or mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2024B Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Details of the Series 2024B Bonds.

(a) The Series 2024B Bonds will mature on May 1 in the year and in the principal amount, and bear interest at the rate as set forth below, subject to the right of prior redemption in accordance with their terms.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
*		

*Term Bond

(b) Interest on the Series 2024B Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2024B Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Proceeds and Other Funds. From the gross proceeds of the Series 2024B Bonds in the amount of \$ _____, the following deposits shall be made on the date of issuance of the Series 2024 Bonds:

(a) \$ _____ derived from the gross proceeds of the Series 2024B Bonds shall be deposited in the Series 2024B Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture, and the terms of the Acquisition Agreement to purchase a portion of the Parcel A-18 Project;

(b) \$ _____ derived from the gross proceeds of the Series 2024B Bonds shall be deposited into the Series 2024B Debt Service Reserve Account;

(c) \$ _____ derived from the gross proceeds of the Series 2024B Bonds shall be deposited into the Series 2024B Interest Account; and

(d) \$ _____ derived from the remaining gross proceeds of the Series 2024B Bonds shall be deposited in the Series 2024B Costs of Issuance Account to pay the costs of issuing the Series 2024B Bonds.

SECTION 2.07. Book-Entry Form of Series 2024B Bonds. The Series 2024B Bonds shall be issued as one fully registered bond for each maturity of Series 2024B Bonds and deposited with The Depository Trust Company (“DTC”), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2024B Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants (“Direct Participants”) and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2024B Bonds (“Beneficial Owners”).

Principal and interest on the Series 2024B Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC without the need for presentment of the Series 2024B Bonds. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2024B Bonds, through Direct Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2024B Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to Direct Participants and Direct Participants shall be responsible for

notices to Indirect Participants, and Direct Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2024B Bonds in the form of fully registered Series 2024B Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2024B Bonds may be exchanged for an equal aggregate principal amount of Series 2024B Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the Series 2024B Bonds, and hereby appoints Regions Bank, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Regions Bank hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints Regions Bank as Paying Agent for the Series 2024B Bonds. Regions Bank hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2024B Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2024B Bonds and the conditions set forth in the bond placement agreement with the Placement Agent, all the Series 2024B Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions relating to the Series 2024B Special Assessments;

(b) Executed originals of the Master Indenture and this Twelfth Supplemental Indenture;

(c) An opinion of Counsel to the Issuer substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to purchase a portion of the Parcel A-18 Project, pursuant to the terms of the 2024B Indenture, (iii) all proceedings undertaken

by the Issuer with respect to the Series 2024B Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2024B Special Assessments, and (v) the Series 2024B Special Assessments are legal, valid and binding liens upon the property against which such Series 2024B Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other State of Florida liens, titles and claims, until paid;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2024B Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Twelfth Supplemental Indenture; and

(e) A copy of the Collateral Assignment.

Receipt by the Trustee of the gross proceeds from the sale of the Series 2024B Bonds shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2024B Bonds to the satisfaction of the Issuer and the Placement Agent.

[END OF ARTICLE II]

ARTICLE III REDEMPTION OF SERIES 2024B Bonds

SECTION 3.01. Redemption Dates and Prices. The Series 2024B Bonds shall be subject to redemption at the times and in the manner provided in this Article III. All payments of the Redemption Price of the Series 2024B Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2024B Bonds of a Series are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2024B Bonds or portions of the Series 2024B Bonds of each such Series to be redeemed pursuant to the provisions of Section 8.04 of the Master Indenture. Partial redemptions of Series 2024B Bonds shall be made in such a manner that the remaining Series 2024B Bonds held by each Bondholder shall be in the applicable Authorized Denominations.

(a) No Optional Redemption. The Series 2024B Bonds are not subject to optional redemption.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2024B Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2024B Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2024B Prepayment Principal deposited into the Series 2024B Prepayment Subaccount of the Series 2024B Bond Redemption Account (taking into account the credit from the Series 2024B Reserve Account pursuant to Section 4.04 of this Twelfth Supplemental Indenture) following the payment in whole or in part of the Series 2024B Special Assessments on any assessable property within the Assessment Area Two - Parcel A-18 Project Area within the District in accordance with the provisions of Section 4.04 of this Twelfth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2024B Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2024B Rebate Fund, the Series 2024B Acquisition and Construction Account and the Series 2024B Costs of Issuance Subaccount) sufficient to pay and redeem all Outstanding Series 2024B Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2024B Acquisition and Construction Account not otherwise reserved to complete the Parcel A-18 Project intended to be financed with a portion of the Series 2024B Bonds and which have been transferred to the Series 2024B General Redemption Subaccount of the Series 2024B Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2024B Bonds are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024B Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set

forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

Upon any redemption of Series 2024B Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of the affected Series 2024B Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of such Series 2024B Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2024B Bonds in any year. In the event of a redemption occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2024B Bonds under any provision of this Twelfth Supplemental Indenture, the Trustee shall give or cause to be given to Owners of the Series 2024B Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF SERIES 2024B SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2024B Acquisition and Construction Account.” Proceeds of the Series 2024B Bonds shall be deposited into the Series 2024B Acquisition and Construction Account in the amounts set forth in Section 2.06 hereof, together with any moneys transferred to such Series 2024B Acquisition and Construction Account, and such moneys in the Series 2024B Acquisition and Construction Account shall be requisitioned to be applied as set forth in Section 5.01(b) of the Master Indenture and the Acquisition Agreement. Any moneys remaining in the Series 2024B Acquisition and Construction Account after the Completion Date, except for any moneys reserved therein for the payment of any costs of the Parcel A-18 Project owed but not yet requisitioned, as evidenced in a certificate from the District Manager to the Trustee and the Issuer, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the Parcel A-18 Project, as evidenced by a certificate from the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2024B General Redemption Subaccount of the Series 2024B Bond Redemption Account. The Series 2024B Acquisition and Construction Account shall be closed upon the expenditure of all funds therein. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2024B Acquisition and Construction Account and make payment to the Person or Persons so designated in such requisition. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2024B Costs of Issuance Account.” Gross proceeds of the Series 2024B Bonds shall be deposited into the Series 2024B Costs of Issuance Account in the amount set forth in Section 2.06 of this Twelfth Supplemental Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2024B Costs of Issuance Account to pay the costs of issuing the Series 2024B Bonds. Six months after the issuance of the Series 2024B Bonds, any moneys remaining in the Series 2024B Costs of Issuance Accounts in excess of the actual costs of issuing the Series 2024B Bonds requested to be disbursed by the Issuer shall be deposited into the Series 2024B Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2024B Bonds shall be paid from excess Series 2024B Pledged Revenues on deposit in the Series 2024B Revenue Account pursuant to Section 4.02 SEVENTH herein in the amount so directed in writing by the Issuer.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the “Series 2024B Revenue Account.” Series 2024B Special Assessments (except for Prepayments of Series 2024B Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2024B Prepayment Subaccount), shall be deposited by the Trustee into the Series 2024B Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Twelfth Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2024B Principal Account.” Moneys shall be deposited into the Series 2024B Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Twelfth Supplemental Indenture, and applied for the purpose provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2024B Interest Account.” Moneys deposited into the Series 2024B Interest Account pursuant to Section 6.04 of the Master Indenture, Section 2.06 and Section 4.02 of this Twelfth Supplemental Indenture, shall be applied for the purpose provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2024B Sinking Fund Account.” Moneys shall be deposited into the Series 2024B Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Twelfth Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Twelfth Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the “Series 2024B Reserve Account.” Gross proceeds of the Series 2024B Bonds shall be deposited into the Series 2024B Reserve Account in the amount set forth in Section 2.06 of this Twelfth Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2024B Reserve Account shall be applied for the purposes provided therein and in this Section 4.01(f) of this Twelfth Supplemental Indenture.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2024B Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Bondholder Representative to the Series 2024B General Redemption Subaccount of the Series 2024B Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2024B Special Assessments and applied to redeem a portion of the Series 2024B Bonds is less than the principal amount of Series 2024B Bonds indebtedness attributable to such lands.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer or the District Manager, on behalf of the Issuer, receives notice that a landowner wishes to prepay its Series 2024B Special Assessments relating to the benefited property of such landowner within the Assessment Area Two – Parcel A-18 Project Area, or as a result of a mandatory true-up payment, the Issuer shall cause the District Manager, on behalf of the Issuer to calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2024B Prepayment Principal due by the amount of money in the Series 2024B Reserve Account that will be in excess of the applicable Reserve Requirement, taking into account the proposed Prepayment. Such excess in the Series 2024B Reserve Account shall be transferred by the Trustee to the Series 2024B Prepayment Subaccount of the Series 2024B Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Series 2024B Reserve Account to

the Series 2024B Prepayment Subaccount of the Series 2024B Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2024B Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

In addition, in the event of an extraordinary mandatory redemption pursuant to Section 3.01(b)(iii) hereof, the District Manager, on behalf of the Issuer, shall calculate the applicable Reserve Requirement and the District Manager shall communicate the same to the Trustee and the Trustee shall apply any excess in the Series 2024B Reserve Account toward such extraordinary mandatory redemption.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Account within the Bond Redemption Fund designated as the “Series 2024 Bond Redemption Account” and within such Account, a “Series 2024B General Redemption Subaccount,” and a “Series 2024B Prepayment Subaccount.” Except as otherwise provided in this Twelfth Supplemental Indenture regarding Prepayments, moneys to be deposited into the Series 2024B Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2024B General Redemption Subaccount of the Series 2024B Bond Redemption Account in the manner and order described in subparagraph (i) below.

(h) Moneys that are deposited into the Series 2024B General Redemption Subaccount of the Series 2024B Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2024B Bonds and for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof.

(i) Moneys in the Series 2024B Prepayment Subaccount of the Series 2024B Bond Redemption Account (including all earnings on investments held in such subaccounts) shall be used to call the Series 2024B Bonds for redemption pursuant to the provisions of Section 3.01(b)(i) hereof. All interest due in regard to such Series 2024B Prepayment Principal not received in connection with such Prepayment shall be paid from the Series 2024B Revenue Account. In addition, if the amount of the Prepayment is not sufficient to redeem a principal amount of the Series 2024B Bonds in an Authorized Denomination to be redeemed, the Trustee shall be authorized to withdraw amounts from the Series 2024B Revenue Account to round-up to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2024B Revenue Account shall be made to pay interest on and/or round-up principal for the Series 2024B Bonds for the redemption pursuant to Section 3.01(b)(i) if as a result the deposits required under Section 4.02 FIRST through SEVENTH cannot be made in full. The Trustee may conclusively rely on the Issuer’s determination of what moneys constitute Series 2024B Principal Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series of Series 2024 Bonds pursuant to Section 3.01(b)(i) at least forty-five (45) days prior to each applicable Quarterly Redemption Date.

(j) The Issuer hereby directs the Trustee to establish a Series 2024B Rebate Fund designated as the “Series 2024B Rebate Fund” when deposits are required to be made therein. Moneys shall be deposited into the Series 2024B Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

SECTION 4.02. Series 2024B Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2024B Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2024, to the Series 2024B Interest Account of the Debt Service Fund, an amount from the Series 2024B Revenue Account equal to the interest on the Series 2024B Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2024B Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2025, to the Series 2024B Interest Account of the Debt Service Fund, an amount from the Series 2024B Revenue Account equal to the interest on the Series 2024B Bonds becoming due on the next succeeding May 1, less any amount on deposit in the Series 2024B Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, commencing May 1, 202X, to the Series 2024B Sinking Fund Account of the Debt Service Fund, an amount from the Series 2024B Revenue Account equal to the principal amount of Series 2024B Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2024B Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the May 1 which is the principal payment date for any Series 2024B Bonds, to the Series 2024B Principal Account of the Debt Service Fund, an amount from the Series 2024B Revenue Account equal to the principal amount of Series 2024B Bonds Outstanding maturing on such May 1, less any amounts on deposit in the Series 2024B Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2024B Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2024B Revenue Account to the Series 2024B Interest Account, the amount necessary to pay interest on the Series 2024B Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2024B Bonds remain Outstanding, to the Series 2024B Reserve Account, an amount from the Series 2024B Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2024B Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining in the Series 2024B Revenue Account after making the foregoing deposits shall be first deposited into the Series 2024B Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2024B Bonds, then next shall be used pursuant to Section 4.01(i) hereof, if required, and last, any balance in the Series 2024B Revenue Account shall remain on deposit in such Series 2024B Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a

deposit into the Series 2024B Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

SECTION 4.03. Power to Issue Series 2024B Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2024B Bonds, to execute and deliver the 2024B Indenture and to pledge the Series 2024 Pledged Revenues for the benefit of the Series 2024B Bonds to the extent and priority set forth herein. The Series 2024B Pledged Revenues are not and shall not be subject to any other liens senior to or on a parity with the liens created in favor of the Series 2024B Bonds or except as provided in Section 5.04 hereof. The Series 2024B Bonds and the provisions of the 2024B Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the 2024B Indenture in the manner and priority established therein and all the rights of the Owners of the Series 2024B Bonds under the 2024B Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Prepayments; Removal of Series 2024B Special Assessment Liens.

(a) At any time, any owner of property within the Assessment Area Two – Parcel A-18, which property is subject to the Series 2024B Special Assessments (i) may, at its option, or as a result of acceleration of the Series 2024B Special Assessments because of non-payment thereof, or (ii) as a result of a true-up payment, shall require the Issuer to, reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2024B Special Assessments by paying or causing there to be paid to the Issuer all or a portion of the Series 2024B Special Assessments, which shall constitute Series 2024B Prepayment Principal, plus accrued interest to the next succeeding Interest Payment Date (or the next succeeding Interest Payment Date if such Prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to the Special Assessment owned by such owner.

(b) Upon receipt of Series 2024B Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Series 2024B Special Assessments have been paid in whole or in part and that such Series 2024B Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2024B Bonds pursuant to Section 3.01(b)(i) hereof at least forty-five (45) days prior to each Quarterly Redemption Date and will withdraw money from the Series 2024B Reserve Account as a credit against the amount of Prepayment that is owed in an amount as directed by the Issuer. No credit shall be given if as a result the applicable Reserve Requirement shall be less than is required after taking into account the proposed extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof. At any time such Prepayment is not in an integral multiple of \$5,000 in excess of a minimum denomination, the Trustee shall withdraw moneys from the Series 2024B Revenue Account to round-up to an integral multiple of \$5,000 in excess of the minimum denomination of \$100,000 and deposit such amount into the Series 2024B Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to

withdraw any moneys from the Series 2024B Reserve Account unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

[END OF ARTICLE IV]

ARTICLE V

COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2024B Special Assessments. Pursuant to the terms and provisions of the Master Indenture and except as provided in the next succeeding sentence, the Issuer shall collect the Series 2024B Special Assessments pursuant to the uniform method of collection pursuant to Section 197.3632, Florida Statutes (herein, the “Uniform Method”). Pursuant to the terms and provisions of the applicable Assessment Resolutions, the Issuer shall directly collect the Series 2024B Special Assessments in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted, unless the Trustee at the direction of the Bondholder Representative directs the Issuer otherwise, or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this Twelfth Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2024B Special Assessments, and to levy the Series 2024B Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2024B Bonds when due. All Series 2024B Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to the applicable Interest Payment Date.

SECTION 5.02. Continuing Disclosure. Although the Series 2024B Bonds are not subject to the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement with respect to both Series of the Series 2024 Bonds. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default under the 2024B Indenture, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2024B Accounts, Funds and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations and Liens. So long as the Series 2024 Bonds are Outstanding, the Issuer covenants not to (i) issue any other Bonds or other debt obligations secured by the Series 2024B Special Assessments except as provided below or incur any other indebtedness secured by other Special Assessments levied against the assessable lands within the Assessment Area Two - Parcel A-18 Project Area within the District, or (ii) except as provided below, permit any additional liens, including any liens arising from any Special Assessments, against the assessable lands within the Assessment Area Two - Parcel A-18 Project Area. Notwithstanding the foregoing covenants of the Issuer, the Issuer may issue other Bonds or debt obligations secured by Special Assessments levied on the assessable lands within the Assessment Area Two - Parcel A-18 Project Area for the following purposes:

(a) to refund the Series 2024B Bonds with the written consent of the Bondholder Representative;

(b) at any time to finance capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster through the issuance of Bonds or other debt obligations; and

(c) at any time to issue the Taxable Bonds in a principal amount of not exceeding \$5,500,000.

For purposes of this Section 5.04, the term Special Assessments means any non-ad valorem assessments including “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance assessments,” levied and collected by the Issuer under Section 190.021(3) of the Act.

It is understood that notwithstanding the foregoing, the Assessment Area Two – Parcel A-18 Project Area is and will be subject to other Special Assessments securing the Other Parcel A-18 Bonds.

SECTION 5.05. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent (50%) of the Owners, shall in each case be deemed to refer to, and shall mean, the Bondholder Representative.

SECTION 5.06. Acknowledgement Regarding Series 2024B Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the 2024B Indenture, upon the occurrence of an Event of Default with respect to the Series 2024B Bonds, the Series 2024B Bonds are payable solely from the Series 2024B Pledged Revenues and any other moneys held by the Trustee under the 2024B Indenture for such purpose. Anything in the 2024B Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2024B Bonds, (i) the Series 2024B Pledged Revenues include, without limitation, all amounts on deposit in the Series 2024B Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2024B Pledged Revenues may not be used by the Issuer (whether to pay costs of the Parcel A-18 Project or otherwise) without the consent of the Bondholder Representative, and (iii) the Series 2024B Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Bondholder Representative, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the 2024B Indenture. The Issuer also acknowledges and agrees that from and after an Event of Default, the Trustee is authorized to exercise the Issuer’s rights under the Collateral Assignment at the direction of the Bondholder Representative but without the consent or approval of the Issuer and the Issuer covenants not to enter into any contract regarding the Parcel A-18 Project from and after the occurrence of an Event of Default without the written direction of the Bondholder Representative.

SECTION 5.07. Other Parcel A-18 Bonds. The owners (including beneficial owners) of the Series 2024B Bonds agree and consent that in connection with the purchase and ownership of the Series 2024B Bonds, the Assessment Area Two - Parcel A-18 Project Area will be subject to Special Assessments securing the Other Parcel A-18 Bonds.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the 2024B Indenture. The Trustee agrees to act as Paying Agent, Registrar and Authenticating Agent for the Series 2024B Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Twelfth Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2024B Bonds), all of which are made solely by the Issuer. Except as otherwise expressly stated in this Twelfth Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

SECTION 6.03. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of Twelfth Supplemental Indenture. This Twelfth Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2024 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Twelfth Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Twelfth Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this Twelfth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts. This Twelfth Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Twelfth Supplemental Indenture are hereby incorporated herein and made a part of this Twelfth Supplemental Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2024B Bonds or the date fixed for the redemption of any Series 2024B Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. Rights of Holders Upon an Event of Default. Notwithstanding any provision in the Master Indenture to the contrary, upon an Event of Default with respect to either of the Series 2024A Bonds or the Series 2024B Bonds or the Other Parcel A-18 Bonds, under Section 10.02(a) and/or (b) of the Master Indenture, only the Majority Holders of both Series of the Series 2024 Bonds, the Prior Bonds and the Taxable Bonds may direct the Trustee regarding remedial proceedings. With respect to any other Event of Default under Section 10.02 of the Master Indenture, the Series 2024A Bonds, the Series 2024B Bonds, the Taxable Bonds and the Prior Bonds shall be treated as four (4) separate Series of Bonds pursuant to which any remedial proceedings are taken, subject to the rights of the Majority Holders of the applicable Series. The obligation of the Trustee to take action at the direction of the Majority Holders of the applicable Series is subject to the rights of the Trustee to be indemnified as a condition for taking action or from refraining from action as provided in the Master Indenture.

SECTION 7.07. Allocation of Foreclosure Proceeds and Any Other Moneys. In the event proceeds from any foreclosure action are received by the Issuer as a result of a nonpayment of the Series 2024A Special Assessments and/or the Series 2024B Special Assessments on any parcel of land within the Assessment Area Two - Parcel A-18 Project area subject to the Series 2024A Special Assessments, the Series 2024B Special Assessments, and the Special Assessments

securing the Other Parcel A-18 Bonds, any of which are being collected by way of a direct bill to the applicable landowner, the Issuer shall allocate such proceeds on a pro-rata basis. A pro-rata allocation will be determined based on the percentage of defaulted Series 2024A Special Assessments, defaulted Series 2024B Special Assessments and defaulted Special Assessments securing the Other Parcel A-18 Bonds to the total amount of defaulted Special Assessments securing the Series 2024 Bonds and the Other Parcel A-18 Bonds. In addition, if the Issuer or the Trustee receives any other moneys in the pursuit of remedies against the owner of any parcel of land subject to the Series 2024A Special Assessments, Series 2024B Special Assessments and the Special Assessments securing the Other Parcel A-18 Bonds, as a result of non-payment, such other moneys shall also be distributed on a pro-rata basis. Notwithstanding the next preceding sentence, any moneys received from the sale of tax certificates pursuant to the Uniform Method shall not be distributed on a pro-rata basis if any of the Series 2024A Special Assessments, the Series 2024B Special Assessments and/or the Special Assessments securing the Other Parcel A-18 Bonds are not being collected pursuant to the Uniform Method. For purposes of this Section 7.06, the term Other Parcel A-18 Bonds does not include the Series 2024B Bonds.

SECTION 7.08. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2024B Bonds and the rights created under Section 7.07 and Section 7.08 hereof.

SECTION 7.09. Bond Pooling Program. The Issuer understands and acknowledges that the Initial Purchaser will develop bond pooling programs (collectively, the “Bond Pooling Program”), pursuant to which a joint powers authority or other governmental unit or political subdivision of a state (the “Pool Bond Issuer”) will, from time to time, issue bonds, notes or other evidences of indebtedness (“Pool Debt”) and either apply proceeds of such Pool Debt to the purchase of bonds, notes or other evidences of indebtedness of states and political subdivisions thereof (“Local Bonds”), including Local Bonds such as the Series 2024B Bonds, or exchange such Pool Debt for such Local Bonds. The Issuer acknowledges that the Initial Purchaser is coordinating the establishment of one or more Bond Pooling Programs and agrees that, in connection with the Bond Pooling Program, an owner of Series 2024B Bonds may (a) at any time, sell all or a portion of the Series 2024B Bonds of such owner to the Pool Bond Issuer, or exchange all or a portion of the Series 2024B Bonds of such owner for Pool Debt, on such terms as may be agreed upon by such owner and the Pool Bond Issuer, and (b) in connection with any such sale or exchange, transfer such Series 2024B Bonds so sold or exchanged to the Pool Bond Issuer, or to a commercial bank acting as trustee for the Pool Debt (the “Pool Bond Trustee”).

The Issuer understands and acknowledges that (a) in connection with any such sale or exchange, only the debt service payments on the Series 2024B Bonds so sold or exchanged will be pledged to the payment of and as security for such Pool Debt, and (b) the Pool Bond Issuer or such Pool Bond Trustee, as applicable, as the owner of such Series 2024B Bonds so sold or exchanged, will be entitled to exercise such rights as are granted to owners of Series 2024B Bonds under the 2024B Indenture and such Series 2024B Bonds. In connection with any Pool Debt or Series 2024B Bonds that may become subject to an Internal Revenue Service audit, the Issuer agrees to cooperate, if necessary, with the Pool Bond Issuer in connection with any such audit of the Pool Debt provided that the Pool Bond Issuer likewise agrees to cooperate, if necessary, with the Issuer in connection with any audit of the Series 2024B Bonds. The Issuer shall not be responsible for any fees and expenses in connection with any audit of the Pool Debt and, in

addition, shall have no additional liability with respect to such Pool Debt beyond what is set forth in the 2024B Indenture and the Continuing Disclosure Agreement with respect to such pooling.

SECTION 7.10. Modification and Exchange of Series 2024B Bonds. At the written request of 100% of the beneficial owners of the Series 2024B Bonds to the Trustee and the Issuer, the Series 2024B Bonds initially issued as one Term Bond, may be exchanged for Serial Bonds and other Term Bonds in Authorized Denominations provided that the resulting annual debt service shall not be increased above the current debt service on the Series 2024B Bonds. All fees and expenses incurred by the Issuer, the Placement Agent, the Trustee and their respective agents with respect to such modification and exchange shall be paid by beneficial owners of the Series 2024B Bonds.

IN WITNESS WHEREOF, Avenir Community Development District has caused this Twelfth Supplemental Trust Indenture to be executed by the Vice Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by a Secretary of its Board of Supervisors and Regions Bank has caused this Twelfth Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

AVENIR COMMUNITY DEVELOPMENT
DISTRICT

[SEAL]

Attest:

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

By: _____
Name: Jason Pierman
Title: Secretary, Board of Supervisors

REGIONS BANK, as Trustee, Paying Agent
and Registrar

By: _____
Name: Craig A. Kaye
Title: Vice President and Trust Officer

STATE OF FLORIDA)
) SS:
COUNTY _____)

On this ____ day of April, 2024, before me, by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Virginia Cepero, Chairperson of the Avenir Community Development District (the “Issuer”), who acknowledged that she did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is her free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that she appeared before me this day in person and acknowledged that she, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. She is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

[illegible]

On this ____ day of April, 2024, before me, by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Jason Pierman, Secretary of the Avenir Community Development District (the “Issuer”), who acknowledged that he did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is his free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this ____ day of April, 2024, before me by means of ☐ physical presence or ☐ online notarization, a notary public in and for the State and County aforesaid, appeared Craig A. Kaye, a Vice President and Trust Officer of Regions Bank, as trustee (the “Trustee”), who acknowledged that he did so sign said instrument as such officer for and on behalf of the Trustee; that the same is his free act and deed as such officer and the free act and deed of the Trustee; that he appeared before me on this day in person and acknowledged that he, being thereunto duly authorized, signed, for the uses and purposes therein set forth. He is personally known to me or has produced as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or Type as
Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

EXHIBIT A

DESCRIPTION OF THE PARCEL A-18 PROJECT TO BE FINANCED IN PART WITH A PORTION OF THE SERIES 2024B BONDS

As fully described in the Engineer's Report.

EXHIBIT B

[FORM OF SERIES 2024B BOND]

RB-1

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF PALM BEACH
CITY OF PALM BEACH GARDENS
AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2024B
(PARCEL A-18 PROJECT)**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issuance</u>	<u>CUSIP</u>
_____ %	May 1, 20XX	April __, 2024	05357J

Registered Owner:-----Cede & Co.-----

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Avenir Community Development District (the “Issuer”), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2024B Bonds are in book-entry only form) at the designated corporate trust office of Regions Bank, in Jacksonville, Florida, as paying agent (said Regions Bank and/or any bank or trust company to become successor paying agent being herein called the “Paying Agent”), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months), said principal payable on the first day of May of each year commencing May 1, 202X. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, located in Jacksonville, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1 (collectively, each an “Interest Payment Date”), commencing November 1, 2024 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as registrar (said Regions Bank and any successor registrar being herein called the “Registrar”) at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the “Record Date”). Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to November 1, 2024, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted

interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the 2024B Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the 2024B Indenture.

THE SERIES 2024B BONDS, AS DEFINED BELOW, BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE SERIES 2024B PLEDGED REVENUES PLEDGED THEREFOR UNDER THE 2024B INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF PALM BEACH GARDENS, FLORIDA (THE “CITY”), PALM BEACH COUNTY, FLORIDA (THE “COUNTY”), THE STATE OF FLORIDA (THE “STATE”), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE 2024B INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2024B SPECIAL ASSESSMENTS TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the 2024B Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the 2024B Indenture, of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Avenir Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the “Act”), Ordinance No. 17-2016 enacted by the City Council of the City of Palm Beach Gardens, Florida on January 5, 2017, designated as “Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project)” (the “Series 2024B Bonds”), in the aggregate principal amount of _____ MILLION _____ HUNDRED _____ THOUSAND AND 00/100 DOLLARS (\$ _____ .00) of like date, tenor and effect, except as to number. Simultaneously with the issuance of the Series 2024B Bonds, the Issuer has issued its Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) (the “Series 2024A Bonds” and, together with the Series 2024B Bonds, the “Series 2024 Bonds”) in the aggregate principal amount of _____ MILLION _____ HUNDRED _____ THOUSAND AND 00/100 DOLLARS (\$ _____ .00). The Series 2024 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to finance a portion of the Parcel A-18 Project. The Series 2024B Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the 2024B Indenture. The Series 2024B Bonds are issued under and secured by a Master Trust Indenture dated as of May 1, 2018 (the “Master Indenture”), by and between the Trustee and the District, as amended and supplemented by a Twelfth Supplemental Trust Indenture dated as of April 1, 2024 (the “Twelfth Supplemental Indenture” and together with

the Master Indenture, the “2024B Indenture”), by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida. The Series 2024A Bonds are separately secured under the Master Indenture and that certain Eleventh Supplemental Trust Indenture dated April 1, 2024 by and between the Issuer and the Trustee.

Reference is hereby made to the 2024B Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2024B Bonds issued under the 2024B Indenture, the operation and application of the Series 2024B Reserve Account and other Funds, Accounts and subaccounts (each as defined in the 2024B Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2024B Bonds, the levy and the evidencing and certifying for collection, of the Series 2024B Special Assessments securing the Series 2024B Bonds, the nature and extent of the security for the Series 2024B Bonds, the terms and conditions on which the Series 2024B Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the 2024B Indenture, the conditions under which such 2024B Indenture may be amended without the consent of the registered owners of the Series 2024B Bonds, the conditions under which such 2024B Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2024B Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2024B Bonds.

The owner of this Bond shall have no right to enforce the provisions of the 2024B Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the 2024B Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the 2024B Indenture.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the 2024B Indenture, except for Series 2024B Special Assessments to be assessed and levied by the Issuer as set forth in the 2024B Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the 2024B Indenture.

This Bond is payable from and secured by Series 2024B Pledged Revenues, as such term is defined in the 2024B Indenture, all in the manner and priority provided in the 2024B Indenture. The 2024B Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2024B Special Assessments to secure and pay the Series 2024B Bonds.

The Series 2024B Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2024B Bonds shall be made on the dates specified below. Upon any redemption of Series 2024B Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer

shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2024B Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2024B Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2024B Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

No Optional Redemption

The Series 2024B Bonds are not subject to optional redemption.

Mandatory Sinking Fund Redemption

The Series 2024B Bonds are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024B Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2024B Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2024B Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
--------------------	--

*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2024B Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at an extraordinary mandatory Redemption Price equal to 100% of the principal amount of the Series 2024B Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2024B Prepayment Principal deposited into the Series 2024B Prepayment Subaccount of the Series 2024B Bond Redemption Account (taking into account the credit from the Series 2024B Reserve Account pursuant to Section 4.04 of the Twelfth Supplemental Indenture) following the payment in whole or in part of the Series 2024B Special Assessments on any assessable property within the Assessment Area Two - Parcel A-18 Project Area within the District in accordance with the provisions of Section 4.04 of the Twelfth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2024B Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2024B Rebate Fund, the Series 2024B Acquisition and Construction Account and the Series 2024B Costs of Issuance Subaccount) sufficient to pay and redeem all Outstanding Series 2024B Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2024B Acquisition and Construction Account not otherwise reserved to complete the Parcel A-18 Project intended to be financed with a portion of the Series 2024B Bonds and which have been transferred to the Series 2024B General Redemption Subaccount of the Series 2024B Bond Redemption Account.

Except as otherwise provided in the 2024B Indenture, if less than all of the Series 2024B Bonds subject to redemption shall be called for redemption, the particular such Series 2024B Bonds or portions of such Series 2024B Bonds to be redeemed shall be selected as provided in the 2024B Indenture.

Notice of each redemption of the Series 2024B Bonds is required to be given by the Trustee by Electronic Means or first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Series 2024B Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the 2024B Indenture, the Series 2024B Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2024B Bonds or such portions thereof on such date, interest on such Series 2024B Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2024B Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the 2024B Indenture and the Owners thereof shall have no rights in respect of such Series 2024B Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the 2024B Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Modifications or alterations of the 2024B Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the 2024B Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2024B Bond which remain unclaimed for three (3) years after the date when such Series 2024B Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Series 2024B Bonds becoming due at maturity or by call for redemption in the manner set forth in the 2024B Indenture, together with the interest accrued to the due date, the lien of such Series 2024B Bonds as to the Trust Estate with respect to the Series 2024B Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the 2024B Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

The Issuer shall keep books for the registration of the Series 2024B Bonds at the designated corporate trust office of the Registrar in Jacksonville, Florida. Subject to the restrictions contained in the 2024B Indenture, the Series 2024B Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Series 2024B Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Series 2024B Bond or Series 2024B Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the 2024B Indenture. Every Series 2024B Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2024B Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Series 2024B Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Series 2024B Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of and interest on such Series 2024B Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2024B Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2024B Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Avenir Community Development District has caused this Bond to be signed by the manual signature of the Chairperson of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of a Secretary of its Board of Supervisors, all as of the date hereof.

AVENIR COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2024B Bonds delivered pursuant to the within mentioned 2024B Indenture.

Date of Authentication: _____

REGIONS BANK, as Trustee

By: _____
Vice President and Trust Officer

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida, rendered on the 21st day of June, 2017.

AVENIR COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Minor) (Cust)

Under Uniform Transfer to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

EXHIBIT C

FORMS OF REQUISITIONS

AVENIR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024B (PARCEL A-18 PROJECT)

The undersigned, a Responsible Officer of the Avenir Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the “Trustee”), dated as of May 1, 2018, as supplemented by that certain Twelfth Supplemental Trust Indenture dated as of April 1, 2024 (collectively, the “2024B Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the 2024B Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred:
- (D) Account from which disbursement to be made:

Series 2024B Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for the acquisition of the Parcel A-18 Project payable from the Series 2024B Acquisition and Construction Account that has not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2024B Acquisition and Construction Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

**AVENIR COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Responsible Officer

Date: _____

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the A-18 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024B
(PARCEL A-18 PROJECT)**

(Costs of Issuance)

The undersigned, a Responsible Officer of the Avenir Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to Regions Bank, as trustee (the “Trustee”), dated as of May 1, 2018, as supplemented by that certain Twelfth Supplemental Trust Indenture dated as of April 1, 2024 (collectively, the “2024B Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the 2024B Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance:
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024B Costs of Issuance Account

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Series 2024B Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2024B Costs of Issuance Subaccount;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2024B Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

AVENIR COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Responsible Officer

Date: _____

EXHIBIT D
FORM OF INVESTOR LETTER

INVESTOR LETTER

April __, 2024

Board of Supervisors of the Avenir
Community Development District (“District”)
c/o Special District Services, Inc.
The Oaks Plaza
2501A Burns Road
Palm Beach Gardens, FL 33410

Regions Bank, as Trustee
Jacksonville, Florida

Re: \$_____ Avenir Community Development District Special Assessment
Bonds, Series 2024B (Parcel A-18 Project) (the “Series 2024B Bonds”)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter on behalf of PHCC LLC (d/b/a Preston Hollow Community Capital, as initial purchaser (the “Purchaser”) of the above referenced Series 2024B Bonds, and does hereby represent and agree as follows:

1. The Purchaser has authority to purchase the Series 2024B Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Series 2024B Bonds.

2. The Series 2024B Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the “Securities Act”), and the Series 2024B Indenture (as defined below) governing the Series 2024B Bonds have not been qualified under the Trust Indenture Act of 1939, as amended.

3. The Purchaser is an institutional “Accredited Investor” within the meaning of Chapter 517, Florida Statutes, as amended, and Regulation D under the Securities Act and a “Qualified Institutional Buyer” within the meaning of Rule 144A under the Securities Act, which has sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Series 2024B Bonds, and which can bear the economic risk of its investment in the Series 2024B Bonds. The Purchaser understands that it may be required to bear the risks of this investment in the Series 2024B Bonds for an indefinite time, as there may be no market for the Series 2024B Bonds.

4. The Series 2024B Bonds are being acquired by the Purchaser for its own account for investment purposes and not with a view to distribute the Series 2024B Bonds or any part thereof. The Purchaser does not have any agreement or understanding, directly or indirectly, with any person to distribute any of the Series 2024B Bonds.

5. The Purchaser understands that the Series 2024B Bonds are not registered under the 1933 Act and that such registration is not legally required as of the date hereof; and further understands that the Series 2024B Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) are not presently rated.

6. The Purchaser acknowledges that it has made its own inquiry and analysis with respect to the Series 2024B Bonds and security therefor, that it has received the documents executed or adopted by the District and the Developer in connection with the Series 2024B Bonds and other documents it has requested, including but not limited to the Limited Offering Memorandum dated _____, 2024 and all Appendices thereto, to which a reasonable investor would consider important in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the District, the Parcel A-18 Project (as defined in the Series 2024B Indenture) and the Series 2024B Bonds and the security therefor so that, as a reasonable investor based upon the information provided, the Purchaser has been able to make its decision to purchase the Series 2024B Bonds.

7. Although the Purchaser does not intend at this time to distribute of all or any part of the Series 2024B Bonds, the Purchaser acknowledges that it has the right to sell and transfer the Series 2024B Bonds, in accordance with terms and conditions of the Series 2024B Indenture. The Purchaser acknowledges that it is solely responsible for compliance, and covenants and agrees with the District that it will comply with the Series 2024B Indenture and all applicable federal or state securities laws then in effect with respect to any subsequent sale, transfer or other disposition of the Series 2024B Bonds (without involving the District in any manner).

8. The Purchaser acknowledges that the Series 2024B Bonds are limited obligations of the District, payable solely from the Series 2024B Pledged Revenues (as defined in the Series 2024B Indenture) with respect to the Series 2024B Bonds as described in the Series 2024B Indenture and neither the property, the full faith and credit, nor the taxing power of the District, the City of Palm Beach Gardens, Florida (the “City”), Palm Beach County, Florida (the “County”), the State of Florida (the “State”), or any other political subdivision thereof, is pledged as security for the payment of the Series 2024B Bonds, except that the District is obligated under the Indentures to levy and to evidence and certify, or cause to be certified, for collection, applicable Series 2024B Special Assessments to secure and pay the Series 2024B Bonds. The Series 2024B Bonds do not constitute an indebtedness of the District, the City, the County, the State, or any other political subdivision thereof within the meaning of any constitutional or statutory provision or limitation.

The Purchaser understands and agrees that Parcel A-18 will also be subject to other special assessments and liens relating to the District’s Series 2024A Bonds and Taxable Bonds (as such terms are defined in the Series 2024B Indenture).

Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Master Trust Indenture, dated as of May 1, 2018 (the “Master Indenture”), as

supplemented, with respect to the Series 2024B Bonds, by a Twelfth Supplemental Trust Indenture dated as of April 1, 2024 (the “Twelfth Supplemental Indenture” and together with the Master Indenture, the “Series 2024B Indenture”), with respect to the Series 2024B Bonds, each by and between the District and the Trustee.

PHCC LLC (d/b/a Preston Hollow
Community Capital)

By: _____
Name: _____
Title: _____

695158765v11

April 5, 2024

Board of Supervisors of the Avenir
Community Development District
c/o Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Sun Trust Center-6th Floor
515 East Las Olas Boulevard
Fort Lauderdale, FL 33301
Attn: Dennis Lyles, Esq.

Kenco Communities at Avenir II, LLC
c/o FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, FL 33180
Attn: Jon Kessler

Via Email

Re: Avenir Community Development District – Special Assessment Bonds, Series 2024B (Parcel A-18)

Ladies and Gentlemen:

We are pleased to provide you with this Summary of Terms, which describes the general terms and conditions pursuant to which PHCC LLC (d/b/a Preston Hollow Community Capital) (“**PHCC**”) would be willing to purchase the above-referenced tax-exempt bonds to fund public infrastructure costs relating to Parcel A-18 within the Avenir Community Development District (the “**District**”).

OVERVIEW OF FINANCING

1. Overview:

The District is located in the City of Palm Beach Gardens, Florida (the “**City**”). The District’s boundaries encompass approximately 2,427 acres of land located in the City. The District is planned to include a mixed-use master planned community to be known as “Avenir” (the “**Development**”), which, at build-out, is expected to include 3,900 residential units and approximately 2,000,000 square feet of commercial office space. The Development is being developed by Avenir Development, LLC (“**Avenir Development**”) and its affiliates, which own most of the land in the District and are responsible for land development activities in the Development.

Kenco Communities at Avenir II, LLC (“**Kenco**”) is the owner of certain land located within the boundaries of the District, comprising a portion of Parcel A-18. The District intends to construct and finance public improvement costs to serve 104 residential lots within Parcel A-18 (the “**2024B Property**”). The District proposes to issue approximately \$9.31MM of special assessment bonds (the “**2024B Bonds**”) to fund public infrastructure costs relating to the 2024B Property, reserves, capitalized interest, and costs of issuance. The 2024B Bonds will be secured by special assessments levied on the 2024B Property. Concurrently with the issuance of the 2024B Bonds, the District plans to issue to the public approximately \$3.0MM of special assessment bonds (the “**2024A Bonds**”) secured by special assessments having a parity lien on the 2024B Property.

This Summary of Terms describes the proposed terms of the 2024B Bonds.

TERMS OF THE 2024B BONDS*

2. **Closing Date:** PHCC contemplates a closing on the 2024B Bonds on or before April 30, 2024. To be discussed further with the District, Avenir Development, and Kenco.

3. **Series Specific Bond Terms:***

- | | |
|--|--|
| a. <u>Bond Series:</u> | 2024B Bonds (Parcel A-18) |
| b. <u>Par Amount:</u> | \$9,310,000 |
| c. <u>Funding Structure:</u> | Fully funded at closing |
| d. <u>Pricing:</u> | <p>The pricing of the 2024B Bonds will be established as follows:</p> <ul style="list-style-type: none">i. Pricing Date: The date that the District Board meets to approve a bond delegation resolution (and other documents) and thereby authorizes the sale of the 2024B Bonds.ii. Final Yield: 6.676%iii. Coupon and Price Structure: The coupon, price, and original issue discount will be set at pricing so that the yield to maturity is equal to the final yield as set forth above. It is expected that the purchase price will equal approximately 94.479% of par.iv. Pricing Methodology: The final yield on the 2024B Bonds will be a fixed-rate yield equal to the State Cap Yield set on the Pricing Date. If the yield of the 2024B Bonds determined in accordance with the procedure set forth in this Section 3(d) does not comply with Section 215.84(3), Florida Statutes, then PHCC has the choice to either (1) provide a coupon and price resulting in a yield compliant with Section 215.84(3) of the Florida Statutes or (2) terminate this Summary of Terms. |
| e. <u>Final Maturity Year:</u> | 30 years |
| f. <u>Optional Redemption:</u> | Not subject to optional redemption prior to maturity. |
| g. <u>Mandatory Sinking Fund Redemption:</u> | Yes |
| h. <u>Extraordinary Early Redemption:</u> | Industry standard (e.g., upon prepayments by landowners and prepayments in connection with sales to homebuilders). |
| i. <u>Bond Minimum Denominations:</u> | Initial sale of \$100,000 or more with \$5,000 denominations |
| j. <u>Form of Sale to PHCC:</u> | Private Placement by FMS |

* Preliminary, subject to change.

4. **Payment Terms:*** Structure:
- Interest only period to be determined at later date by Avenir Development, Kenco, and District
 - Interest is paid semi-annually
 - Principal is payable as follows:
 - Annually, pursuant to mandatory sinking fund redemption beginning in 2029
 - Pursuant to extraordinary early redemption (quarterly) in connection with special assessment prepayments

SECURITY FOR THE 2024B BONDS AND ACCOUNTS

5. **Reserves:** **Bond Debt Service Reserve Fund:** The 2024B Bonds will be secured by a debt service reserve fund funded at closing in an amount equal to 50% of maximum annual interest on the 2024B Bonds. The 2024B debt service reserve fund will not secure the 2024A Bonds.
- Capitalized Interest:** Capitalized interest amount to be funded with proceeds of the 2024B Bonds at closing. Amount to be determined by Avenir Development, Kenco, and District.
6. **Security for the 2024B Bonds:** The 2024B Bonds will be secured by (i) special assessments on all of the 2024B Property (secured on a pari-passu basis with the special assessments to be levied on the 2024B Property in connection with the issuance of the District's Series 2024A Bonds) and (ii) other standard/customary pledged funds under the bond indenture (*i.e.*, DSRF).
7. **Additional Bonds:** The District may incur additional indebtedness secured on parity with the 2024B Bonds only with the consent of the Bondholder Representative; provided, however, that, so long as there is no event of default with respect to the 2024B Bonds, the District may issue, without the consent of the Bondholder Representative, parity taxable bonds of up to \$5.5MM.
8. **Bondholder Representative:** Certain consents, approvals, enforcement rights, and other rights under the bond documents will be vested in a Bondholder Representative authorized under the bond indenture. The Bondholder Representative will be appointed by the holders of a majority in aggregate principal amount of the 2024B Bonds. PHCC will be the initial Bondholder Representative.
9. **Bond Pooling Program:** The 2024B Bond Indenture will include provisions to the effect that the District understands and acknowledges that owners of 2024B Bonds will have the right to sell, transfer and assign their 2024B Bonds to (a) a joint powers authority or other similar state governmental entity (an "**Authority**") that has established a program to issue from time to time bonds, notes or other evidences of indebtedness ("**Authority Bonds**"), the proceeds of which are used to purchase or otherwise acquire obligations such as the 2024B Bonds, or (b) a commercial bank acting as trustee (the "**Authority Trustee**") for such Authority Bonds, that, upon such sale, transfer and assignment, debt service payments on the 2024B Bonds will be pledged to the payment of and as security for such Authority Bonds and that such Authority or such Authority Trustee, as applicable, as an owner of 2024B Bonds, will be entitled to exercise such rights as are granted to owners of 2024B Bonds under the 2024B Bond Indenture.

* Preliminary, subject to change.

OTHER BOND MATTERS

- 10. Offering Document:** In connection with the issuance of the 2024B Bonds, a complete offering document describing the 2024B Bonds and the security therefor, Avenir Development, Kenco, the Development, Parcel A-18, the District, and related matters will be delivered and posted on EMMA.
- 11. Continuing Disclosure:** The District and Kenco (and, if applicable, Avenir Development) will be required to enter into a Continuing Disclosure Agreement (“**CDA**”) that complies with Rule 15c2-12, regardless of any exemptions thereto. Quarterly and annual reporting TBD, but contemplated to be in customary form.
- Pursuant to the CDA, the Bondholder Representative shall have the right (but not the obligation), with prior written notice to Kenco (and, if applicable, Avenir Development) and the District, to post directly on EMMA or to provide to the Dissemination Agent for posting on EMMA any information or documentation (or a summary thereof) that it receives from Kenco or Avenir Development or any other person following the issuance of the 2024B Bonds regarding the Development and financing thereof.
- 12. Exchange of Term Bonds for Serial and/or Term Bonds:** With the written consent of 100% of the beneficial holders of the 2024B Bonds presented for exchange, the Trustee shall exchange all such bonds of a particular series to be exchanged for two or more serial and/or term Bonds (the “**Modified Bonds**”) as directed by such beneficial holders. The overall debt service on the Modified Bonds shall be no greater than the overall debt service on the exchanged bonds. The Modified Bonds shall be issued in book-entry form with DTC, and the expenses associated with reissuance, obtaining new CUSIP numbers and DTC registration, bond counsel and other opinions, and the reasonable fees of the Trustee (trustee fees not to exceed \$5,000), shall be paid by the holders of the 2024B Bonds to be exchanged.

CLOSING AND FUNDING CONDITIONS AND OTHER MATTERS

- 13. Legal Opinions:** Appropriate legal opinions in a form acceptable to, and addressed to, PHCC will be required from District’s Counsel, Bond Counsel, Counsel to FMS, and Kenco’s and Avenir Development’s Counsel. Such opinions to address, collectively, lien perfection, due authority, validity, enforceability, tax-exemption, securities law exemption, and 10b-5 matters.
- 14. Closing and Funding Conditions:** Closing and funding of the 2024B Bonds transaction will be subject to satisfaction of standard and customary closing and funding conditions including completion of property-level due diligence and delivery of required documentation.

TERMS AND CONDITIONS RELATED TO THIS SUMMARY OF TERMS

- 15. Terms Non-Exhaustive:** The terms and conditions described in this Summary of Terms are not intended to be an inclusive or exhaustive list of the conditions that may be attached to any approvals of the proposed transaction. All dates, reserve amounts, and other figures and amounts have been estimated based upon information available as of the date hereof; however, the parties acknowledge that they are subject to possible adjustment prior to closing.
- The terms of the 2024B Bonds described herein will be memorialized in mutually acceptable definitive written agreements and documents. The transactions described herein are contingent upon PHCC’s satisfactory review, credit underwriting, and approval of due diligence documentation with respect to the Development and the 2024B Bonds.

- 16. Transaction Costs:** It is anticipated that all costs relating to the transaction contemplated herein, including the following costs (collectively, the **"Transaction Costs"**), will be paid or reimbursed with proceeds of the 2024B Bonds at closing: (i) fees and costs of Bond Counsel, District's Counsel, Counsel to FMS, PHCC Counsel, Counsel to Avenir Development and Kenco, District Assessment Consultant, District Engineer, and other counsel and professionals working on the financing transactions described in this Summary of Terms; and (ii) District and Trustee fees and costs.
- Notwithstanding the foregoing, in the event that the District or Kenco terminates this Summary of Terms or the transactions contemplated hereby otherwise fail to close for any reason other than a default by PHCC, Kenco and/or Avenir Development shall pay all Transaction Costs.
- 17. Confidentiality:** Kenco, Avenir Development and, to the extent permitted by law, the District, each agrees that this Summary of Terms and the terms hereof are confidential, and that it shall not disclose or transmit (or permit or cause to be disclosed or transmitted) any copy or content hereof, in whole or in part, to any person or other party, except to its legal counsel, accountants and advisors on a "need-to-know" basis and who have agreed to maintain the confidentiality of this Summary of Terms.
- 18. Exclusivity:** In consideration of PHCC's efforts to pursue the intent of this Summary of Terms (the **"Transaction"**), during the Exclusivity Period, Kenco, Avenir Development and the District each agrees to (a) work solely and exclusively with PHCC regarding the financing of public infrastructure relating to Parcel A-18 with proceeds of special assessment bonds, including the 2024B Bonds, and (b) not pursue (or permit any other affiliate or other representative to pursue) any kind of public infrastructure financing from any other source with respect to Parcel A-18, for so long as PHCC is considering the purchase of the 2024B Bonds, the termination of which may only be expressly communicated in a signed writing by PHCC. The **"Exclusivity Period"** shall commence on the last date of execution of this Summary of Terms by Avenir Development, Kenco, and the District and shall continue through the earlier of (i) the termination of this Summary of Terms by PHCC, (ii) the definitive documentation date, or (iii) September 30, 2024.
- 19. Governing Law:** This Summary of Terms and the bond documents will be governed by, construed, and enforced in accordance with Florida law.
- 20. PHCC Acting as Principal; Not a Municipal or Other Advisor:** The contemplated transaction and financing is an arm's length, commercial transaction in which PHCC will be acting solely as a principal and for its own interest. PHCC is a sophisticated institutional investor with experience in providing financing and purchasing obligations similar to the 2024B Bonds described in this Summary of Terms. Please be advised that this letter is delivered solely in PHCC's capacity as a prospective purchaser of 100% of the 2024B Bonds, and PHCC (i) is not, and is not acting as, a financial advisor, underwriter, letter of credit provider, or municipal advisor to the District, the City, Avenir Development, Kenco, or any other party, and (ii) has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 or otherwise to any party with respect to the Transaction, the financing contemplated hereby, and the discussions, undertakings and procedures relating thereto.

21. Binding Terms:

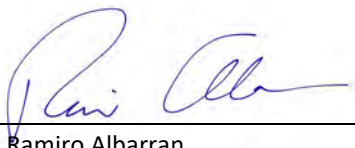
THIS SUMMARY OF TERMS IS FOR DISCUSSION PURPOSES ONLY AND IS NOT INTENDED TO AND DOES NOT IMPLY OR CONSTITUTE IN ANY WAY A COMMITMENT, OFFER, AGREEMENT, AGREEMENT IN PRINCIPLE, AGREEMENT TO AGREE OR CONTRACT BY PHCC TO LEND, UNDERWRITE OR OTHERWISE CONSUMMATE ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, BUT RATHER, THE TERMS UPON WHICH PHCC IS WILLING TO PROCEED WITH FURTHER REVIEW OF THIS TRANSACTION, WHICH SUCH REVIEW MAY BE TERMINATED BY PHCC IN ITS SOLE DISCRETION AT ANY TIME AND FOR ANY OR NO REASON WHATSOEVER. THIS SUMMARY OF TERMS IS NOT INTENDED TO AND DOES NOT CREATE ANY BINDING LEGAL OBLIGATION OR IMPLIED DUTY (OF GOOD FAITH OR OTHERWISE) ON PHCC.

Notwithstanding anything herein to the contrary, each of the District, Avenir Development, and Kenco hereby acknowledges and agrees that the terms and provisions set forth in the Sections entitled "Transaction Costs", "Confidentiality" (only with respect to Avenir Development and Kenco), "Exclusivity", and "Governing Law" are and shall be binding upon the District, Avenir Development, and Kenco. Each of the District, Avenir Development, and Kenco agrees that PHCC's issuance of this Summary of Terms and consideration of the transaction contemplated by this Summary of Terms constitutes adequate and sufficient consideration of the agreements of the District, Avenir Development, and Kenco contained in this Summary of Terms.

[Signature page follows]

Thank you for this opportunity. We look forward to discussing this Summary of Terms with you. If you have any questions, please do not hesitate to call.

Sincerely,
PHCC LLC (d/b/a Preston Hollow Community Capital)

By: 
Name: Ramiro Albarran
Title: Managing Director, Co-Head of Originations

ACKNOWLEDGED AND AGREED:

KENCO:

KENCO COMMUNITIES AT AVENIR II, LLC

Name Date

AVENIR DEVELOPMENT LLC

Name Date

DISTRICT:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

**PRELIMINARY FIRST SUPPLEMENTAL SPECIAL ASSESSMENT
METHODOLOGY REPORT**

**SPECIAL ASSESSMENT BONDS SERIES 2024A AND SERIES
2024B FOR ASSESSMENT AREA TWO- PARCEL A-18 PROJECT**

PREPARED FOR THE

AVENIR
COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

April 10, 2024

SPECIAL DISTRICT SERVICES, INC.
2501A Burns Road
Palm Beach Gardens, Florida 33410
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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

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

The District intends to finance and construct the Development in phases. The District intends to issue its Special Assessment Bonds, Series 2024A (Parcel A-18 Project) and Series 2024B (Parcel A-18 Project)) (the “Series 2024A Bonds”) and (the “Series 2024B Bonds”) that will be secured by the lands within the District called Assessment Area Two-Parcel A-18 Project Area. **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 First Supplemental Report will provide the allocation of special assessments as it relates to the sale and issuance of the Series 2024A Bonds and Series 2024B 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”).

This First Supplemental 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”).

2.0 PROJECT TO BE FUNDED BY THE DISTRICT

The District anticipates issuing Series 2024A Bonds and Series 2024B Bonds to finance a portion of acquisition and/or 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 Series 2024A Bonds and Series 2024B 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 Series 2024A Bonds and Series 2024B Bonds will either be paid for by Kenco Communities at Avenir II, LLC or its affiliates (herein the “Landowner”) or by the issuance of a future series of bonds issued on a taxable basis.

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 acquire the surface water management and drainage system which 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 completion. 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. Certain items behind the gates will be financed by a future Taxable bond issue. 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 First Supplemental Report is designed to meet the requirements of Chapters 170, 190 and 197, F.S. and will describe the expected terms and conditions of the Series 2024A Bonds and Series 2024B 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 Series 2024A Bonds and Series 2024B Bonds that will be issued for financing 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 Area, 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 First Supplemental 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)

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

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 Series 2024A Bonds and Series 2024B 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 Series 2024A Bonds and Series 2024B 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**.

A portion of the capital improvements comprising the Parcel A-18 Project is to be financed by the Series 2024A Bonds and Series 2024B 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 Series 2024A Bonds that may be issued by the District for the Parcel A-18 Project is approximately \$3,000,000. The total aggregate principal amount of the Series 2024B Bonds that may be issued by the District for the Parcel A-18 Project is approximately \$9,330,000. The proceeds of the Series 2024A Bonds will provide approximately \$2,611,426 for construction related costs. The proceeds of the Series 2024B Bonds will provide approximately \$7,306,825 for construction related costs. The sizing of the Series 2024A Bonds and Series 2024B Bonds includes the funding of one or more debt service reserve accounts, funding capitalized interest and paying issuance costs as shown on **Appendix 2**. 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 Series 2024A Bonds size of \$3,000,000, at an assumed interest rate of 5.75%, the maximum annual debt service for the Series 2024A Bonds as shown herein on **Appendix 5**, will be approximately \$212,149 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. Based on a Series 2024B Bonds size of \$9,330,000, at an assumed interest rate of 6.25%, the maximum annual debt service for the Series 2024B Bonds as shown herein on **Appendix 5**, will be approximately \$583,125 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 Series 2024A Bonds and Series 2024B 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

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

All assessments levied run with the land. A determination of a true-up payment shall be based on this section 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 ASSESSMENT AREA TWO-PARCEL A-18 PROJECT

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

*To be financed in whole or in part by a future issue of taxable special assessment bonds.

APPENDIX 2

AVENIR COMMUNITY DEVELOPMENT DISTRICT

BOND SIZING

FOR ASSESSMENT AREA TWO-PARCEL A-18 PROJECT

	A Bond Sizing	B Bond Sizing	TOTAL
Par Amount*	\$3,000,000	\$9,330,000	\$12,330,000
Original Issue Discount	\$0	(\$515,109)	(\$515,109)
Debt Service Reserve Fund	(\$106,074)	(\$291,563)	(\$397,637)
Capitalized Interest	(\$172,500)	(\$874,688)	(\$1,047,188)
Underwriters Discount and Issuance Costs	(\$110,000)	(\$341,816)	(\$451,816)
Construction Funds	\$2,611,426	\$7,306,825	\$9,918,250
Bond Interest Rate	5.75%	6.25%	N/A

*Preliminary, subject to change at final bond pricing

APPENDIX 3

AVENIR COMMUNITY DEVELOPMENT DISTRICT

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

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

*The proceeds from the A and B Bonds are expected to fund approximately \$9,918,250 of the total project cost.

APPENDIX 4

AVENIR COMMUNITY DEVELOPMENT DISTRICT

ALLOCATION OF BOND DEBT PER UNIT

FOR ASSESSMENT AREA TWO-PARCEL A-18 PROJECT

Residential Parcel	Lot Size	# of Units	ERU	Total ERU	A Bond	A Bond	B Bond	B Bond
					Debt Allocation Per Unit Type	Bond Debt Allocation Per Unit	Debt Allocation Per Unit Type	Bond Debt Allocation Per Unit
A-18	80	104	1.000	104.0	\$3,000,000	\$28,846	\$9,330,000	\$89,712
Total				104.00	\$3,000,000		\$9,330,000	

APPENDIX 5

AVENIR COMMUNITY DEVELOPMENT DISTRICT

CALCULATION OF ANNUAL DEBT SERVICE

FOR ASSESSMENT AREA TWO-PARCEL A-18 PROJECT

	A Bond	B Bond	Total
1 Maximum Annual Debt Service Assessment to be Collected (Net of Discounts and Fee	\$212,149	\$583,125	\$795,274
2 Maximum Annual Debt Service Assessment to be Collected (Grossed Up)*	\$225,690	\$620,346	\$846,036
3 Total Number of Residential Units Planned	104	104	104
4 Maximum Annual Debt Service per Unit Type	See Appendix 6	See Appendix 6	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

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

Residential Parcel	Lot Size	# of Units	ERU Factor	Total ERU	<u>A Bond</u> Maximum Annual Debt Assessment Per Unit	<u>A Bond</u> Maximum Annual Debt Assessment Per Unit*	<u>A Bond</u> Maximum Annual Debt Assessment Per Unit Type	<u>A Bond</u> Maximum Annual Debt Assessment Per Unit Type*
A-18	80	104	1.000	104.00	\$2,040	\$2,171	\$212,149	\$225,690
Residential Parcel	Lot Size	# of Units	ERU Factor	Total ERU	<u>B Bond</u> Maximum Annual Debt Assessment Per Unit	<u>B Bond</u> Maximum Annual Debt Assessment Per Unit*	<u>B Bond</u> Maximum Annual Debt Assessment Per Unit Type	<u>B Bond</u> Maximum Annual Debt Assessment Per Unit Type*
A-18	80	104	1.000	104.00	\$5,607	\$5,965	\$583,125	\$620,346
Total		104			\$7,647	\$8,136	\$795,274	\$846,036

* 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.

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.

ASSIGNMENT AND ASSUMPTION AGREEMENT
PARCEL A-18 PROJECT
()

This Assignment and Assumption Agreement (“Assignment”) is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between:

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

KENCO COMMUNITIES AT AVENIR II, LLC, a Florida limited liability company, the owner and primary developer of certain lands within the boundaries of the District, whose address is 1555 Palm Beach Lakes Boulevard, Suite 1500, West Palm Beach, Florida 33401, and its successors, successors-in-title, and assigns (the “Developer”).

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

1. Assignment. The Developer hereby sells and assigns to the District any and all of their right title and interest in and to the

dated _____, 2024, each to the extent being within the scope of work of the District's Parcel A-18 Project, as set forth in Exhibit A and incorporated herein, together with any and all change orders, amendments, or modifications thereto, and which Parcel A-18 Project is more particularly described in the Assignment and Acquisition Agreement (Parcel A-18 Project) between the District and the Developer of equal date herewith (the “Acquisition Agreement”) and in the Engineer’s Report defined in said Acquisition Agreement. Such assignment further includes, to the extent capable of being assigned (a) all plans, specifications and other design and construction documents relating thereto; (b) all tests, records, licenses, permits, and authorizations obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity relating to the assigned contract, to the improvements or to the lands upon which said improvements are to be designed, constructed, serviced, operated or maintained; (c) all bonds, guarantees, warranties and other undertakings covering the quality or performance of the work or the quality of the materials required by the assigned contract (such assigned contract and related rights to be referred to collectively herein as the “Contract Rights”). The District hereby assumes all of the rights, benefits, responsibilities and obligations of Developer under the assigned Contract Rights.

2. Assumption. The District hereby accepts the foregoing assignment and, in consideration thereof, as of the Effective Date, to the fullest extent permitted by law, the District assumes and agrees to perform all obligations of the Developer under the Contract Rights that accrue or arise on or after the Effective Date within the scope of this assignment. The District shall reimburse the Developer from available proceeds, as applicable, of the \$ _____ Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) and its \$ _____ Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project), for those amounts paid by Developer on behalf of the District's infrastructure program for the Parcel A-18 Project pursuant to the Contract Rights hereby assigned to the District. The District does not assume any obligation to pay sales tax. Upon the Effective Date of this Assignment, the Developer is released from the obligations under said Contract Rights that arise after the Effective Date.

3. Scope. The District accepts the portion of the Contract Rights constituting the District's public infrastructure project, the Parcel A-18 Project, as set forth in the Engineer's Report, as defined in the Acquisition Agreement, as such Engineer's Report is amended and supplemented, and as determined to be CDD-eligible costs under the Parcel A-18 Project by the District Engineer, as more specifically described and set forth in Exhibit A.

4. Interpretation. Except as set forth below, nothing in this Assignment shall be construed as altering the terms of the Acquisition Agreement, as may be amended. To the extent that payment or conveyances have become due under said Acquisition Agreement, and subject to the certifications, warranties, and other terms and conditions set forth therein, both the Developer and the District agree to fully perform under said Acquisition Agreement. Nothing in this Assignment shall be interpreted or construed as a waiver of any Developer obligation to complete the Parcel A-18 Project (collectively, the "Improvements"), as defined in the Acquisition Agreement, and as provided in the Completion Agreement between the Developer and the District of equal date herewith.

5. Third Party Consents. To the extent any third-party consent(s) is/are required for the Assignment, such consent(s) attached hereto as Exhibit B has/have been obtained. With respect to any required consent of a surety company, if any, the consent to this Assignment will be obtained in the form of Exhibit C.

6. Authority. Each person executing this Assignment on behalf of its respective party represents and warrants that he/she has the authority to execute and deliver this Assignment on behalf of his/her respective company, corporation, or entity.

7. Miscellaneous. This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida. This Assignment shall be binding upon each of the parties hereto and their permitted successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single instrument.

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

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

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

____ day of _____, 2024

KENCO COMMUNITIES AT AVENIR II, LLC, a Florida limited liability company

By: **KENCO COMMUNITIES AT AVENIR MANAGEMENT II, LLC**, a Florida limited liability company, as Manager

By: _____
Kenneth M. Endelson, Manager

____ day of _____, 2024

Exhibit A - Contract Rights

That certain contract by and between Kenco Communities at Avenir II, LLC and _____, within the scope of the District’s Parcel A-18 Project, as more fully described in the Seventh Supplemental Engineer’s Report (Parcel A-18 Project), dated February 29, 2024, prepared by Ballbe & Associates, Inc., as it may be amended and supplemented (the “Engineer’s Report”), as follows:

_____ by and
between Developer and _____ for
_____, dated
_____, 2024.

This contract shall be assigned by Kenco Communities at Avenir II, LLC to the Avenir Community Development District with respect to CDD-cost or CDD-related items that are part of the Parcel A-18 Project only, as set forth in the Engineer’s Report.

Exhibit B - Third Party Consent

Contract:

_____ by
and between Developer and _____ for
_____, 2024. _____ dated

The person executing this consent on behalf of its company, corporation, or other entity, represents and warrants that he/she has the authority to execute and deliver this consent on behalf of his/her respective company, corporation or other entity.

_____, a

By: _____

Print name: _____

Title: _____

Date: _____, 2024

Exhibit C - Surety Consent

Project: **AVENIR – Parcel A-18**

Contracts:

_____ by and
between Developer and _____ for
_____, dated
_____, 2024.

Obligor: _____

The undersigned hereby consents to the above-described Contracts and hereby agrees to the assignment of such Contract Rights as set forth in the preceding Exhibit A by Kenco Communities at Avenir II, LLC to the Avenir Community Development District. The undersigned further agrees that its Performance Bond and Payment Bonds, together with any riders attached thereto, issued in connection with the above-described Contracts shall remain in full force and effect. The undersigned recognizes Avenir Community Development District as the “Owner” and co-obligee under the bonds in substitution of Developer.

By: _____
Name: _____
Title: _____

Date: _____, 2024

**Attach Power-of-Attorney or other
evidence of due authorization**

ASSIGNMENT AND ACQUISITION AGREEMENT

(Parcel A-18 Project)

This Assignment and Acquisition Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between:

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

KENCO COMMUNITIES AT AVENIR II, LLC, a Florida limited liability community, whose address is 1555 Palm Beach Lakes Boulevard, Suite 1500, West Palm Beach, Florida 33401 (together with its successors and assigns all referred to herein as the “Developer”).

RECITALS

WHEREAS, the District was established by Ordinance 17, 2016, enacted by the City Council of the City of Palm Beach Gardens, Florida, effective January 5, 2017 (the “Ordinance”), for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain public infrastructure to serve the mixed-use development within the boundaries of the District and known as “Avenir”; and

WHEREAS, the District is comprised of approximately 2,427.50 +/- gross acres located within the municipal limits of the City of Palm Beach Gardens, Florida (the “City”) within Palm Beach County (the “County”) as more particularly described in the Ordinance; and

WHEREAS, included within Assessment Area Two within the boundaries of the District is Parcel A-18, comprised of approximately 50.531 +/- gross acres, as described in Exhibit A (“Assessment Area Two – Parcel A-18 Project Area” or “Parcel A-18”), attached hereto and made a part hereof; and

WHEREAS, the lands within Parcel A-18 are owned by the Developer; and

WHEREAS, the Developer intends to undertake certain development activities that will benefit Parcel A-18 and all of Avenir; and

WHEREAS, the District has determined that it is in the best interests of the District to finance, construct and deliver certain community development systems, facilities, and improvements

deemed necessary to develop the lands within Parcel A-18 within Assessment Area Two of the District, including, without limitation, water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks, , other related public improvements, and all related soft and incidental costs (the “Parcel A-18 Project”), which public infrastructure systems, facilities and improvements constituting the Parcel A-18 Project are more specifically described in the Seventh Supplemental Engineer’s Report (Parcel A-18 Project), dated February 29, 2024, prepared for Avenir Community Development District by Ballbe & Associates, Inc. (the “Engineer”), as such may be further amended or supplemented from time to time (collectively, the “Engineer’s Report”) and in the plans and specifications on file at the office of the District, which Engineer’s Report and plans and specifications for the Parcel A-18 Project are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District proposes to issue its \$_____ Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) (the “2024A Bonds”) and its \$_____ Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project) (the “2024B Bonds,” together with the 2024A Bonds, the “2024 Bonds”), to finance a portion of the cost of construction of the Parcel A-18 Project, pursuant to a Master Trust Indenture dated as of May 1, 2018, an Eleventh Supplemental Trust Indenture dated as of _____ 1, 2024 with respect to the 2024A Bonds, and a Twelfth Supplemental Trust Indenture dated as of _____ 1, 2024 with respect to the Series 2024B Bonds, each between the District and Regions Bank, an Alabama banking corporation authorized to serve as bond trustee (the “Trustee”), as the same may be amended and supplemented from time to time (collectively, the “Indenture”), and each to be executed by the District and the Trustee, a financial institution authorized to serve as bond trustee; and

WHEREAS, pursuant to the Indenture, PHCC LLC (d/b/a Preston Hollow Community Capital) will be the Initial Purchaser of the 2024B Bonds and the initial Bondholder Representative of the 2024B Bonds; and

WHEREAS, the Developer shall assign to the District, subject to the terms and conditions set forth herein, certain contracts, licenses and permits relating to the design, construction and/or installation of the Parcel A-18 Project (the “Contract Rights”), inclusive of all designs, plans and specifications relating to Parcel A-18 Project, prepared by, or on behalf of, the Developer (the “Plans”), which Contract Rights and Plans are listed in Exhibit B, attached hereto and made a part hereof; and

WHEREAS, the District has determined that it is in the best interests of the District to enter into this Agreement and to acquire and/or construct the Parcel A-18 Project, or take assignment of the Contract Rights for the construction and installation of the Parcel A-18 Project; and

WHEREAS, any capitalized term not otherwise defined in this Agreement shall have the meaning set forth in the Indenture; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its permitted heirs, executors, receivers, trustees, successors, successors-in-title, and assigns.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. APPLICABLE PROVISIONS; MAXIMUM PAYMENT.

2.1 Although not anticipated, it is contemplated by the parties that certain of the components of the Parcel A-18 Project could be conveyed by the Developer to the District while the other components of the Parcel A-18 Project will be constructed by the District pursuant to the Contract Rights assigned by the Developer to the District or pursuant to work procured by the District (the "District Contracts"). The provisions of Section 3 and Section 4 hereof specifically apply in the event of a conveyance of any of the components of the Town Center Project by the Developer to the District, the provisions of Section 5 hereof specifically apply to the assignment of Contract Rights from the Developer to the District. The total cost of the Parcel A-18 Project, which includes connection charges pursuant to Section 6 hereof, the Contract Rights, and the District Contracts, is estimated in the Engineer's Report to be \$_____ (the "Parcel A-18 Project Cost"). The District agrees to pay the Developer subsequent to the issuance of the 2024 Bonds, as total payment for all the Developer's rights or interest in the Parcel A-18 Project, including connection charges, the Contract Rights relating thereto, and construction expenses relating to the Parcel A-18 Project constructed by the District pursuant to the Contract Rights, and the District Contracts an amount not to exceed

_____ **AND** ___/100 (\$_____) **DOLLARS** (the "Maximum Purchase Price"), which represents a portion of the cost of the Parcel A-18 Project, subject to availability of proceeds from the 2024 Bonds. The parties acknowledge that if the Parcel A-18 Project Cost for a particular Series of 2024 Bonds exceeds the amount that will be available from the available proceeds of the 2024 Bonds to pay the Developer, the Maximum Purchase Price will be lowered pursuant to the terms of this Agreement based on the availability of such available proceeds from the 2024 Bonds.

2.2 In no event shall the District pay more than the Maximum Purchase Price for the Parcel A-18 Project, including connection charges, the District Contracts and the Contract Rights relating thereto, including payment of any and all reimbursement(s) to the Developer by the District for performance under the Contract Rights, and in the event that there are not sufficient funds from the proceeds of the 2024 Bonds to pay for the Parcel A-18 Project, the District Contracts, and the Contract Rights, then, the Maximum Purchase Price shall be further reduced to equal the amount of

remaining funds available from the proceeds of the 2024 Bonds, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer, and the Developer shall convey all of the Parcel A-18 Project and the Contract Rights subject to this Agreement without further right to any additional payments for the Parcel A-18 Project, any connection charges, or the Contract Rights. The acquisition of the Developer's rights or interest in the Parcel A-18 Project and the Contract Rights by the District and the District's payment for same shall be in accordance with the terms of this Agreement and the Indenture, to the extent applicable, and with the resolution or resolutions authorizing the 2024 Bonds and the Engineer's Report. Notwithstanding, the parties recognize that Developer shall not be paid more than the Maximum Purchase Price for the Parcel A-18 Project, including connection charges, the District Contracts (not paid to Developer), and the Contract Rights relating thereto, and that payment of the Maximum Purchase Price, or any portion thereof, shall be in accordance with the Parcel A-18 Indenture.

2.3 For purposes of the payment provisions of Section 4, Section 5, and Section 6 of this Agreement, all payments to the Developer shall be made and directed to KENCO COMMUNITIES AT AVENIR II, LLC, unless otherwise directed in writing by KENCO COMMUNITIES AT AVENIR II, LLC.

3. CONVEYANCE OF PROJECT IMPROVEMENTS AND PROPERTY.

3.1 While it is not contemplated that the Developer will be conveying any completed improvements constituting a part of the Parcel A-18 Project to the District, the provisions of Section 3 and Section 4 hereof shall be applicable to the conveyance of and payment for any such completed improvements. The intent of the parties is for the District to construct entirety portion of the Parcel A-18 Project pursuant to the Contract Rights and District Contracts, subject to the availability of funding from the available proceeds of the 2024 Bonds. In accordance with the terms and conditions of this Agreement, the Developer shall, in one or more conveyances, convey or cause to be conveyed to the District by dedication, deed, bill of sale or other appropriate form of conveyance satisfactory to the District and its counsel, any and all of the Developer's rights in the Parcel A-18 Project and real property interests associated with the Parcel A-18 Project (fee simple or perpetual easement) from time to time and as the Parcel A-18 Project, or portions thereof, are completed. At least fifteen (15) days prior to the date of conveyance of any interests in the Parcel A-18 Project or any real property interests related thereto, the Developer shall provide the District with copies of surveys and as-built plans, signed and sealed by the Developer's surveyor and/or engineer of record describing the Parcel A-18 Project, or portions thereof, being conveyed. At least five (5) days prior to the date of conveyance of any interests in real property (fee simple or perpetual easement) hereunder, the Developer shall provide the District with title insurance, an attorney's opinion of title or other evidence of clear title, as appropriate, relating to any interests in real property and improvements that are a part of the Parcel A-18 Project acceptable to the District and its counsel describing the nature of Developer's rights or interest in the real property and the improvements being conveyed, and stating that (i) such real property and improvements, and components thereof are free and clear of all liens and encumbrances, except as provided herein and except for those encumbrances that do not impair or interfere with any functions of the District, (ii)

all governmental approvals necessary to install the Parcel A-18 Project have been obtained or are reasonably expected to be obtained, and (iii) the Developer is conveying the complete interest in such portion of the Parcel A-18 Project to the District.

3.2 The parties acknowledge and agree that certain portions of the Parcel A-18 Project may have been or will be constructed in rights-of-way, utility easements, or common areas, any or all of which may have been previously dedicated to other governmental bodies, public entities, or other quasi-public organizations. In the event that any of the public improvements constituting a part of the Parcel A-18 Project are constructed on real property where no such dedication, right-of-way or easements exist, the Developer shall convey or cause to be conveyed to the District the easements in form reasonably acceptable to the District necessary for the District to operate, maintain, replace and repair each component of the Parcel A-18 Project being conveyed and to be owned by the District or to be owned and operated by such other unit of local government.

3.3 The acquisition of the Developer's rights or interest in any portion or all of the Parcel A-18 Project and the Contract Rights relating thereto by the District and District's payment for same shall be in accordance with the terms of this Agreement and provisions of the Indenture, if applicable, which are specifically incorporated herein by reference and made a part hereof.

3.4 By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances of the Parcel A-18 Project or any portion of the Parcel A-18 Project and the assignment of Contract Rights contemplated by this Agreement.

3.5 At no cost to District, Developer agrees to convey such real property and interests in real property, as necessary, including that which is described in Section 3.1 above, whether by deed, easement or otherwise, so that District has full access by means of ingress and egress to all improvements associated with the Parcel A-18 Project for purposes of ownership and maintenance of the Parcel A-18 Project as may be contemplated in the Engineer's Report.

3.6 The Developer shall provide temporary construction easements to the District, as necessary, to authorize District's construction of any improvements that are part of the Parcel A-18 Project.

3.7 The District acknowledges and agrees that non-material adjustments in the descriptions of lands comprising any real property may be necessary to accommodate permitting and other governmental requirements associated with the approval, construction, or completion of the Parcel A-18 Project. In that regard, the District agrees to cooperate with the Developer by taking such steps to make any such conveyances or reconveyances to or from the Developer, or other persons or entities, as are reasonably necessary for non-material changes or adjustments requested by Developer for such purposes. The District and the Developer agree that non-material changes or adjustments shall mean those that do not materially diminish the value of any interests in real

property ultimately retained or acquired or to be acquired by the District in connection with the Parcel A-18 Project. Any conveyances of interests in real property to the District as provided herein and in connection with the Parcel A-18 Project shall be for no consideration.

4. PAYMENT FOR IMPROVEMENTS. After receipt by the District of funds from the available proceeds of the 2024 Bonds and in accordance with the terms of the Indenture associated with the issuance of the 2024 Bonds and the terms of this Agreement, the District agrees to pay the Developer, as total payment for all the Developer's rights or interest in the completed portions of the Parcel A-18 Project, an amount not to exceed the Maximum Purchase Price, subject to available proceeds from the 2024 Bonds issued, with the exact purchase price to be based on the certificate of the Engineer (the "Improvements Purchase Price") and the amount of funds available under the Indenture. The payment of the Improvements Purchase Price, shall occur in the following manner:

4.1 Subsequent to the receipt by the District of funds from proceeds of the 2024 Bonds, and upon proper requisition as provided in the Indenture and certification by the Engineer and the Developer in accordance with Section 11 of this Agreement, the District shall direct the Trustee to pay the Developer the certified amounts set forth in such requisition from available funds for the portion of the improvements comprising a portion of the Parcel A-18 Project to be conveyed or already conveyed by the Developer to the District relating to the respective components of the Parcel A-18 Project. To the extent that there are sufficient funds available from the proceeds of the 2024 Bonds, the District will continue to pay for certain portions of the Parcel A-18 Project as those portions have been, or are, conveyed to, and accepted by, the District in accordance with this Agreement, until the earlier of such time as (i) all amounts owed to the Developer shall have been paid by the District, or (ii) funds available to the District from the proceeds of the 2024 Bonds pursuant to any applicable Indenture are no longer available to pay for the Parcel A-18 Project.

4.2 As a condition of the District acquiring the Parcel A-18 Project, or any completed portion thereof, the Engineer will certify to the District that the Town Center Project or the portions thereof being conveyed to the District pursuant to this Agreement have been completed in accordance with the Plans and are in good condition and repair, and that the cost to be charged to the District for the Parcel A-18 Project or portions thereof being conveyed to the District pursuant to this Agreement does not exceed the lesser of (i) the documented actual cost to the Developer of such Parcel A-18 Project or (ii) the Engineer's estimated fair market value of such components of the Parcel A-18 Project.

4.3 Nothing in this Agreement shall obligate the District to make payments for any portion of the Parcel A-18 Project in a cumulative amount in excess of the Maximum Purchase Price, or in excess of the available proceeds from the 2024 Bonds, and nothing in this Agreement shall obligate the District to make additional payments from any other moneys of the District in the event that there are insufficient proceeds available to fund the Parcel A-18 Project from the available proceeds of the 2024 Bonds. Nothing herein shall be interpreted or construed to relieve the Developer of the completion obligations in Section 12. Further, notwithstanding anything else in

this Agreement to the contrary, the District and the Developer acknowledge that the District's obligation to pay for the Parcel A-18 Project, or any portion thereof, is subject to the terms of the Indenture.

5. ASSIGNMENT OF CONTRACT RIGHTS. Developer hereby agrees to sell and assign or provide for the assignment to District, and District hereby agrees to purchase and take assignment of, the Contract Rights and all of Developer's rights, title and interest in, to, and under certain contracts, agreements, understandings, permits and licenses relating to the Parcel A-18 Project for performance of the work contemplated by the Contract Rights. The Contract Rights, as listed in Exhibit B, include all contracts for materials construction, service, design, and maintenance and any other contracts, insurance, bonds, undertakings, agreements and understandings relating to the financing, funding, planning, acquisition, design, construction, reconstruction, equipping, installation, and maintenance of the Parcel A-18 Project, and any easements or other interests in property related to the Parcel A-18 Project, but in no event shall the District be responsible for any amounts in excess of the Maximum Purchase Price or the amounts available to the District from the available proceeds of the 2024 Bonds. The Contract Rights further include the Plans (i.e., all designs, plans and specifications relating to the Town Center Project, prepared by, or on behalf of, the Developer) also listed on Exhibit B as well as all tests, records, licenses, permits, authorizations, and choses in action obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity, relating to the improvements relating to the Parcel A-18 Project and the property upon which such improvements will be, or have been, funded, planned, acquired, constructed, reconstructed, equipped, installed, or maintained. The parties contemplate the assignment of Contract Rights concurrently with the issuance of the 2024 Bonds, consistent with proceeds made available to the District from such issuance of the 2024 Bonds to fund the portion of the Parcel A-18 Project addressed and defined in the Engineer's Report and in the documents pertaining to such 2024 Bonds.

5.1 As a condition of the District accepting an assignment of the Contract Rights, the Engineer shall certify that the cost of the work contemplated by the Contract Rights being assigned does not exceed the Engineer's estimated value of the Parcel A-18 Project to be constructed pursuant to the Contract Rights, when such improvements are completed in accordance with the Plans. The instrument of assignment of Contract Rights shall be in a form reasonably satisfactory to the District and shall assign all of Developer's interests in the Contract Rights, and Developer shall present and warrant that Developer has the right and power to assign the Contract Rights to the District, has received all required consents to effect such assignment, and that said instrument fully effects an assignment of the Contract Rights. It is understood that if the assignment of Contract Rights is not severable between the Parcel A-18 Project and non-public infrastructure, only the Parcel A-18 Project with respect to such Contract Rights shall be the obligation of the District.

5.2 The District shall pay the Developer for the assignment of the Contract Rights to the District an amount equal to all sums paid by or on behalf of the Developer under the Contract Rights through the date of assumption by the District, which consideration the parties agree is sufficient for such Contract Rights, and that there shall be no additional monetary consideration paid

by the District to the Developer in exchange for assignment of the Contract Rights pursuant to this Agreement. As a condition of payment by the District to the Developer for the Contract Rights, the Engineer shall first certify that any and all sums paid by or on behalf of the Developer under the Contract Rights were for the performance of work that is related to the Parcel A-18 Project and, that the improvements of or work performed prior to the assignment of the Contract Rights in connection with the Parcel A-18 Project related to such payments is in accordance with the Plans and are in good condition and repair, and that any and all such payments for the improvements (but not the Contract Rights) by the District do not exceed the lesser of (i) the actual sums paid by or on behalf of the Developer under the Contract Rights for construction of such improvements related to such payments, or (ii) the Engineer's estimate of the fair market value of the improvements related to such sums paid by or on behalf of the Developer in accordance with the terms of the Contract Rights. In no event shall the District pay the Developer pursuant to this provision for work completed on improvements that the District acquires from the Developer pursuant to Section 3 and Section 4 above.

6. PAYMENT FOR CONNECTION CHARGES. The Developer agrees that water and sewer connection charges are part of the Parcel A-18 Project. If the Developer pays the connection charges to the applicable governmental authority, it shall be paying them on behalf of the District. To the extent the proceeds of the 2024 Bonds are sufficient, the District shall reimburse the Developer from such proceeds if the Developer makes such payments.

7. NO ADDITIONAL PAYMENT OBLIGATION. Nothing in this Agreement shall obligate the District to make additional payments or to issue additional bond, notes or other indebtedness in the event that there are not sufficient funds available to the District from the proceeds of the 2024 Bonds to pay for the Parcel A-18 Project, the Contract Rights, or any portion thereof. The Developer shall complete the portion of the Parcel A-18 Project not funded by the 2024 Bonds.

8. APPLICATION OF INDENTURE. The acquisition of the Developer's rights or interest in any portion or all of the Parcel A-18 Project and Contract Rights relating thereto by the District and District's payment for same shall be in accordance with the terms of this Agreement and provisions of the Indenture, to the extent applicable and which are specifically incorporated herein by reference and made a part hereof.

9. CONDITION OF IMPROVEMENTS AND PROPERTY; WARRANTY. At the time of conveyance by the Developer of the Developer's rights or interest in all or any portion of the completed Parcel A-18 Project, if any, as provided in Section 3 and Section 4 above, or payment to the Developer by the District for Contract Rights as provided in Section 5 above, the portion of said improvements constituting a portion of the Parcel A-18 Project being conveyed or the portion of said improvements which have been constructed at the time of the assignment of Contract Rights shall be in good condition, reasonably free from defects, as determined by the Engineer; and for portions of the Parcel A-18 Project conveyed to the District pursuant to Section 3 and Section 4 hereof the Developer shall furnish District with a warranty, in a form acceptable to the District, guaranteeing to

the District and to any governmental entity to which the improvements may be conveyed by the District that such improvements shall be free from defects in materials, equipment or construction for a period of one (1) year from the date of conveyance. Developer further agrees, as part of any such conveyance of improvements, to assign to District any other warranties associated with or applicable to said improvements. Notwithstanding any warranty relating to the improvements contained herein, the District acknowledges that any interests in real property conveyed hereunder shall be conveyed in “AS IS, WHERE IS” condition, with no representation, warranty, or recourse.

10. CERTIFICATIONS. Before any payment by the District for any portion of the Parcel A-18 Project, the District shall be provided with a certificate, signed by the Engineer and a certificate signed by the Developer (collectively, the “Certifications”) certifying that: (a) the amount to be paid to the Developer for any portion of the improvements constituting the Parcel A-18 Project does not exceed the lower of (i) the actual cost paid or to be paid by the Developer for such improvements (based upon representations of the Developer) or (ii) the fair market value of such improvements; (b) that such improvements for which payment is to be made are part of the Parcel A-18 Project as described in the Engineer’s Report and have been allocated as such; (c) that such improvements conveyed or to be conveyed to the District have been installed or constructed in substantial conformity with the plans and specifications, including, but not limited to, the Plans, and in conformance with applicable rules, regulations, ordinances, laws and all permits and approvals governing the installation or construction of the same; (d) that all currently required approvals and permits for acquisition, construction, reconstruction, installation and equipping of the improvements or any portion thereof have been obtained or can reasonably be expected to be obtained from all applicable regulatory bodies; (e) that the Developer has paid all contractors, subcontractors and materialmen that have provided services or materials in connection with such improvements; (f) that sufficient funds are available from the proceeds of the 2024Bonds, as applicable; and (g) all conditions set forth in the Town Center Indenture to make disbursements have been satisfied. The Developer shall also certify to the District that each payment to be received pursuant to this Agreement does not constitute a loan of the proceeds of the 2024Bonds to the Developer. The Developer shall provide all information and documentation necessary for the Engineer to complete said Certifications. The Developer shall provide a certificate of completion signed by the Developer and the Engineer and delivered to the District for any and all completed improvements to be paid for pursuant to Section 4 above, if any.

11. CONVEYANCES OR PAYMENTS PRIOR TO AVAILABILITY OF BOND PROCEEDS. All terms and conditions of this Agreement apply equally to conveyances of or payments made with respect to the Parcel A-18 Project made by the Developer to the District prior to proceeds of the 2024Bonds being available to the District to fund such Parcel A-18 Project, and the District shall make payment for such conveyances in accordance with the applicable provisions of this Agreement, provided that under no circumstances shall a conveyance made prior to such funding obligate the District to make payment prior to proceeds of the 2024 Bonds becoming available to the District to fund such Parcel A-18 Project, or portion thereof.

12. COMPLETION. The Developer covenants that it shall cause the Parcel A-18 Project to be completed and conveyed, and shall convey, or cause to be conveyed any interests in real property necessary for the maintenance and operation of the Parcel A-18 Project regardless of whether the proceeds of the 2024 Bonds are sufficient to cover the costs of such completion and such conveyances. The Developer acknowledges that the Maximum Purchase Price and the total of all costs and expenses to complete the Parcel A-18 Project may exceed the amount of proceeds anticipated to be available for such purposes from the 2024 Bonds are issued. According to the Master Special Assessment Methodology Report: Infrastructure Project Special Assessment Bonds for Assessment Area Two - Parcel A-18 Project, dated February 29, 2024, and the First Supplemental Special Assessment Methodology Report: Infrastructure Project Special Assessment Bonds for Assessment Area Two - Parcel A-18 Project, dated _____, 2024, each prepared by Special District Services, Inc., as each may be further amended and supplemented from time to time (collectively, the “Methodology Report”), the District is expected to issue \$ _____ in principal amount of 2024A Bonds and \$ _____ in principal amount of 2024B Bonds, which would collectively provide \$ _____ in available 2024 Bond proceeds, which amount is or could be less than said Maximum Purchase Price and less than the Parcel A-18 Project Cost. From available proceeds of the 2024 Bonds and in accordance with the Indenture, if applicable, and this Agreement, the District shall cause the work contemplated by the assigned Contract Rights to be performed and completed and shall enter into such other District Contracts as are necessary to complete the portion of the Parcel A-18 Project contemplated by the assigned Contract Rights. To the extent that available proceeds from the 2024 Bonds are not sufficient to complete the work contemplated by this Agreement, including the assigned Contract Rights or to complete the Parcel A-18 Project, or any portion thereof, the Developer shall pay to the District within ten (10) days from demand by the District, a sum of money sufficient to complete the work contemplated by the assigned Contract Rights and District Contracts necessary to complete the Parcel A-18 Project.

13. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their respective receivers, trustees, successors, successors-in-title, and assigns. Notwithstanding the foregoing, this Agreement is not binding on end users that have purchased residential units or fully-developed parcels within the Assessment Area Two – Parcel A-18.

14. CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

15. ENTIRE AGREEMENT. This Agreement contains the entire understanding between District and Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

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

17. SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

18. EXECUTION OF DOCUMENTS. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

20. AUTHORITY. Each party affirms that the execution of this Agreement has been duly authorized by their respective appropriate governing body or official, as the case may be. Each party further affirms that it has the full power and authority to comply with the terms and provisions of this Agreement. Further, by approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

21. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Additionally, this Agreement or any provision hereof may not be materially amended or waived in a manner that has the effect of reducing the total debt service revenue collected or to be collected for paying debt service on the 2024 Bonds without the prior written consent of the Initial Purchaser or Bondholder Representative, as applicable in accordance with the Indenture, or if the Initial Purchaser owns less than 50% of the aggregate principal amount of the 2024B Bonds outstanding or in the case of the 2024A Bonds, then at the direction of by written consent of the Majority Holders, as defined in the Indenture. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant,

agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

22. APPLICABLE LAW. This Agreement is made and shall be construed under the laws of the State of Florida.

23. REMEDIES. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notice of default must be given to the Developer and to Avenir Development, LLC in accordance with Section 29 below, and the Developer shall thereafter have a commercially reasonable time to cure the default. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

24. COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

25. THIRD-PARTY BENEFICIARIES. Except as provided in this section herein, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns (other than builder purchasers and end users that have purchased residential units and fully-developed properties within Parcel A-18 within Assessment Area Two). Notwithstanding anything herein to the contrary, the Trustee for the 2024 Bonds, on behalf of the Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the Initial Purchaser or the Bondholder Representative, as the case may be, or if the Initial Purchaser owns less than 50% of the aggregate principal amount of the applicable 2024B Bonds then outstanding or in the case of the 2024A Bonds, then at the direction by written consent of the Majority Holders, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

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

27. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written approval of the other party, which approval shall not unreasonably be withheld. The Developer may not assign its obligations hereunder without the prior written consent of the Trustee acting at the direction of the holders owning a Majority of the aggregate principal amount of the 2024 Bonds outstanding; however, such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Developer pursuant to which an unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement, provided that the District is provided with at least thirty (30) days advance written notice prior to the effective date of such assignment, and provided however that no such assignment shall be valid where the assignment has the effect of avoiding any of the Developer's obligations hereunder.

28. FURTHER ASSURANCES. At any and all times, the Developer and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming, as applicable, of the Contract Rights and of any and all rights or interests in the Town Center Project, and any other real property relating to the Parcel A-18 Project which are intended or required to be acquired by or conveyed to or by the District as contemplated by the Indenture and this Agreement, including the conveyance, assignment or transfer to other government agencies of such portions of, or interests in, the Town Center Project or real property relating to the Parcel A-18 Project as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.

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

District:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, Florida 33410 Attention: District Manager
With copy to:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, Florida 33301 Attention: Michael J. Pawelczyk, Esq.
Developer:	Kenco Communities at Avenir II, LLC 1555 Palm Beach Lakes Boulevard, Suite 1500

West Palm Beach, Florida 33401
Attention: Kenneth M. Endelson

With copy to: Avenir Development, LLC
777 S. Flagler Drive, Suite 500E
West Palm Beach, Florida 33401
Attention: Brian M. Seymour, Esq.

Any notice provided by the Developer or the District in accordance with this section shall also be distributed to the following:

Initial Purchaser: PHCC LLC (d/b/a Preston Hollow Community Capital)
2121 N. Pearl Street, Suite 600
Dallas, Texas 75201
Attention: In-House Legal Counsel

Trustee: Regions Bank
10245 Centurion Parkway, 2nd Floor
Jacksonville, Florida 32256
Attention: Craig Kaye

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

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

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

Witnesses:

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

Print Name

Attest: _____

Jason Pierman, Secretary

Print Name

STATE OF FLORIDA }
COUNTY OF _____ }

____ day of _____, 2024

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by Virginia Cepero, as Chairperson of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public

Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by Jason Pierman, as Secretary of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**. He is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public

Commission Expires: _____

KENCO COMMUNITIES AT AVENIR II, LLC, a
Florida limited liability company

By: **KENCO COMMUNITIES AT AVENIR
MANAGEMENT II, LLC**, a Florida limited
liability company, as Manager

Witnesses:

Print name: _____

By: _____

Kenneth M. Endelson, Manager

Print name: _____

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Kenneth M. Endelson, as Manager of **KENCO COMMUNITIES AT AVENIR MANAGEMENT II, LLC**, a Florida limited liability company, as Manager of **KENCO COMMUNITIES AT AVENIR II, LLC**, a Florida limited liability company, who is personally known to me and/or produced _____ as identification.

Notary Public
Commission Expires: _____

Exhibit A

Assessment Area Two - Parcel A-18 Project Area

All of AVENIR– POD18, 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.

Exhibit B

Schedule of Contract Rights

1. Construction Contract, _____, by and between Kenco
Communities at Avenir II, LLC (the “Developer”) and

_____.

_____.

3. Any and all licenses or permits necessary to construct the Parcel A-18 Project, and which pertain to the Contract Rights assigned pursuant to the Assignment and Acquisition Agreement, dated _____, 2024, by and among the Avenir Community Development District and Kenco Communities at Avenir II, LLC (the “Assignment and Acquisition Agreement”).

The Contract Rights listed above are hereby incorporated into and by reference made a part of the Assignment and Acquisition Agreement. The references to the Parcel A-18 Project shall be as defined in said Assignment and Acquisition Agreement and in the Engineer’s Report, as such term is also defined in the Assignment and Acquisition Agreement.

Plans

The Plans include any and all plans and specifications prepared in connection with the Parcel A-18 Project, which Plans are incorporated into and by reference made a part of the Assignment and Acquisition Agreement.

COMPLETION AGREEMENT
(Parcel A-18 Project)

This Completion Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 2024 (the “Effective Date”), by and between:

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

KENCO COMMUNITIES AT AVENIR II, LLC, a Florida limited liability community, whose address is 1555 Palm Beach Lakes Boulevard, Suite 1500, West Palm Beach, Florida 33401, and its successors and assigns (all referred to herein as the “Developer”).

RECITALS

WHEREAS, the Developer is the primary developer of certain lands located within the boundaries of the District, as more particularly described in Exhibit A, attached hereto and made a part hereof (“Assessment Area Two - Parcel A-18 Project Area” or “Parcel A-18”); and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a direct and special benefit to the lands within Parcel A-18 within Assessment Area Two within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the lands within Parcel A-18 within Assessment Area Two within the District, including, without limitation, water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks, , other related public improvements, and all related soft and incidental costs (the “Parcel A-18 Project”), which public infrastructure systems, facilities and improvements constituting the Parcel A-18 Project are more specifically described in the Seventh Supplemental Engineer’s Report (Parcel A-18 Project), dated February 29, 2024, prepared for Avenir Community Development District by Ballbe & Associates, Inc. (the “Engineer”), as each may be amended or supplemented from time to time (collectively, the “Engineer’s Report”) and in the plans and specifications on file at the office of the District, which Engineer’s Report and Parcel A-18 Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District is comprised of approximately 2,427.50 +/- acres, as more particularly depicted in the Engineer’s Report, and included within such lands is Parcel A-18; and

WHEREAS, the District has imposed special assessments on Parcel A-18 (collectively, the “2024 Special Assessments”) to secure the portion of the financing for the acquisition and

construction of the Parcel A-18 Project, and plans to issue its \$ _____ Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) (the “2024A Bonds”) and its \$ _____ Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project) (the “2024B Bonds,” together with the 2024A Bonds, the “2024 Bonds”); and

WHEREAS, pursuant to the Indenture, PHCC LLC (d/b/a Preston Hollow Community Capital) will be the Initial Purchaser of the 2024B Bonds and the initial Bondholder Representative of the 2024B Bonds; and

WHEREAS, the assessable lands within Parcel A-18 will be subject to the 2024 Special Assessments relating to the 2024 Bonds to be issued to finance a portion of the costs of the Parcel A-18 Project that specially benefit such lands; and

WHEREAS, the District intends to finance a portion of the cost of the Parcel A-18 Project through the use of proceeds from the issuance of the 2024 Bonds; and

WHEREAS, the 2024 Bonds are expected to be issued pursuant to a Master Trust Indenture dated as of May 1, 2018, an Eleventh Supplemental Trust Indenture, dated as of _____ 1, 2024 with respect to the 2024A Bonds, and a Twelfth Supplemental Trust Indenture, dated as of _____ 1, 2024 with respect to the 2024B Bonds, each with Regions Bank, an Alabama banking corporation, as trustee (the “Trustee”), as the same may be supplemented from time to time (collectively, the “Indenture”), executed or to be executed by and between the District and the Trustee, a financial institution authorized to serve as bond trustee; and

WHEREAS, the Developer and the District hereby agree that the intent is that the proceeds from the 2024 Bonds will fully fund the cost of the Parcel A-18 Project; however, the Developer will cause the Parcel A-18 Project to be completed and conveyed to the District or otherwise provide funds to the District to cause the Parcel A-18 Project to be completed should and to the extent such proceeds from the 2024 Bonds are insufficient to fund the entirety of the Parcel A-18 Project, as more fully set forth herein and in accordance with the Acquisition Agreement, as later defined; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. COMPLETION OF PARCEL A-18 PROJECT.

(a) The Developer and District agree and acknowledge that the available net proceeds of the District's 2024 Bonds are expected to provide the funds necessary to complete the Parcel A-18

Project for Parcel A-18. The Developer hereby agrees, subject to the provisions of this Agreement, including subsection (c) below, to (i) complete or cause to be completed, or (ii) provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Parcel A-18 Project which remain unfunded from the net proceeds of the 2024 Bonds, including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs, for the Parcel A-18 Project specially benefiting Parcel A-18 (the “Remaining Improvements”) whether pursuant to existing contracts, contracts assigned by the Developer to the District, or future contracts, and all change orders to any such contracts. The Developer acknowledges that the portion of the Parcel A-18 Project financed with the net proceeds of the 2024 Bonds is expected to be completed and conveyed by _____, 202__, and the Developer has no reason to believe the Remaining Improvements will not be completed by the District, completed and conveyed to the District within that time frame, or that the Developer will not provide funds to the District to permit the Remaining Improvements to be completed within that time frame.

(b) Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds for any portion of the Remaining Improvements from any source other than the proceeds of the 2024 Bonds.

(c) The District and Developer hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which the Developer will provide any and all portions of the Remaining Improvements not funded by net proceeds of the 2024 Bonds, as follows:

(i) The Developer shall diligently proceed to complete or cause to complete the Remaining Improvements (without regard to the estimated cost thereof set forth in the Engineer’s Report) and convey such completed components of the Remaining Improvements to the District, subject to the terms of the Assignment and Acquisition Agreement (Parcel A-18 Project) of even date herewith, between the District and the Developer and pertaining to the Parcel A-18 Project, as the same may be amended by the parties from time to time (collectively, the “Acquisition Agreement”).

(ii) When any portion of the Remaining Improvements are not the subject of an existing District contract, then upon notice to the Developer by the District, the Developer, within a commercially reasonable time, may request that it instead provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed those Remaining Improvements, subject to a formal determination by the Board of Supervisors of the District in advance that the option selected by the Developer will not adversely impact the District and is in the District’s best interests.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Parcel A-18 Project may change from that described in the Engineer’s Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Parcel A-18 Project shall be made

by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes.

(b) The District and Developer agree and acknowledge that for any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. All conveyances to the District shall be in accordance with the Acquisition Agreement.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by the Developer of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (i) the issuance of 2024 Bonds in the aggregate par amounts set forth above and the use of the available net proceeds thereof to fund a portion of the Parcel A-18 Project for Parcel A-18, and (ii) the scope, configuration, size and/or composition of the Parcel A-18 Project for Parcel A-18 not materially changing from the Engineer's Report, without the consent of the Developer; provided, however, such consent will not be necessary and the Developer must meet its completion obligations when the scope, configuration, size and/or composition of the Parcel A-18 Project is materially changed in response a requirement imposed by law or by a regulatory agency (to be understood as including any governmental action or requirement) other than the District.

(d) In the event of a conflict in a provision set forth in this Agreement and in the Acquisition Agreement, the applicable provisions of the Acquisition Agreement shall control.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.

A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notice of default must be given to the Developer and to Avenir Development, LLC in accordance with Section 7 below, and the Developer shall thereafter have a commercially reasonable time to cure the default. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

5. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Additionally, this Agreement or any provision hereof may not be materially amended or waived in a manner that has the effect of reducing the total debt service revenue collected or to be collected for paying debt service on the 2024 Bonds without the prior written consent of the Initial Purchaser or Bondholder Representative, as applicable in accordance with the Indenture, or if the Initial Purchaser owns less than 50% of the aggregate principal amount of the 2024B Bonds outstanding or in the case of the 2024A Bonds, then at the direction of by written consent of the Majority Holders, as defined in the Indenture. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach

or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

6. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law, and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

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

District:	Avenir Community Development District c/o Special District Services, Inc. 2501A Burns Road Palm Beach Gardens, Florida 33410 Attention: District Manager
With copy to:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, Florida 33301 Attention: Dennis E. Lyles, Esq.
Developer:	Kenco Communities at Avenir II, LLC 1555 Palm Beach Lakes Boulevard, Suite 1500 West Palm Beach, Florida 33401 Attention: Kenneth M. Endelson
With copy to:	Avenir Development, LLC 777 S. Flagler Drive, Suite 500 West Palm Beach, Florida 33401 Attention: Brian M. Seymour, Esq.

Any notice provided by the Developer or the District in accordance with this section shall also be distributed to the following:

Initial Purchaser:	PHCC LLC (d/b/a Preston Hollow Community Capital) 2121 N. Pearl Street, Suite 600 Dallas, Texas 75201 Attention: In-House Legal Counsel
--------------------	--

Trustee: Regions Bank
10245 Centurion Parkway, 2nd Floor
Jacksonville, Florida 32256
Attention: Craig Kaye

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

8. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

9. THIRD PARTY BENEFICIARIES. Except as provided in the last sentence of this Section 9, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns (other than end users that have purchased homes, townhomes, or lots within Parcel A-18). Notwithstanding anything herein to the contrary, the Trustee for the 2024 Bonds, on behalf of the Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the Initial Purchaser or the Bondholder Representative, as the case may be, or if the Initial Purchaser owns less than 50% of the aggregate principal amount of the applicable 2024B Bonds then outstanding or in the case of the 2024A Bonds, then at the direction by written consent of the Majority Holders, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

10. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their receivers, trustees, successors, and assigns.

11. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written approval of the other party, which approval shall not unreasonably be withheld. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Developer pursuant to

which an unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement, provided that the District is provided with at least thirty (30) days advance written notice prior to the effective date of such assignment, and provided however that no such assignment shall be valid where the assignment has the effect of avoiding any of the Developer's obligations hereunder. Notwithstanding the foregoing, nothing herein shall prevent the Developer from selling homes, townhomes, or lots to end users, in which the Developer remains responsible for the obligations and responsibilities to complete the Parcel A-18 Project and as otherwise provided in this Agreement.

12. CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

13. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and are treated as such in accordance with Florida law.

15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

**AVENIR COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose

government established pursuant to Chapter 190,
Florida Statutes

Witnesses:

Print Name

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

Print Name

Attest: _____
Jason Pierman, Secretary

STATE OF FLORIDA }
COUNTY OF _____ }

____ day of _____, 2024

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by Virginia Cepero, as Chairperson of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by Jason Pierman, as Secretary of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**. He is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

KENCO COMMUNITIES AT AVENIR II, LLC, a
Florida limited liability company

By: **KENCO COMMUNITIES AT AVENIR
MANAGEMENT II, LLC**, a Florida limited
liability company, as Manager

Witnesses:

Print name: _____

By: _____

Kenneth M. Endelson, Manager

Print name: _____

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this _____ day of _____, 2024, by Kenneth M.
Endelson, as Manager of **KENCO COMMUNITIES AT AVENIR MANAGEMENT II, LLC**, a
Florida limited liability company, as Manager of **KENCO COMMUNITIES AT AVENIR II,
LLC**, a Florida limited liability company, who is personally known to me and/or produced
_____ as identification.

Notary Public
Commission Expires: _____

Exhibit A

Assessment Area Two - Parcel A-18 Project Area

All of AVENIR– POD18, 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.

Prepared by and return to:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS
RELATING TO ASSESSMENT AREA TWO - PARCEL A-18**

This **COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO ASSESSMENT AREA TWO - PARCEL A-18** (herein, the "Assignment") is made this ____ day of _____, 2024, by **KENCO COMMUNITIES AT AVENIR II, LLC**, a Florida limited liability community, whose address is 1555 Palm Beach Lakes Boulevard, Suite 1500, West Palm Beach, Florida 33401 (together with its respective successors, successors in title, and assigns, the "Landowner" or "Assignor"), in favor of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, located in Palm Beach Gardens, Palm Beach County, Florida, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (together with its successors, successors in title, and assigns, the "District" or "Assignee").

RECITALS

WHEREAS, the District proposes to issue its \$_____ Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) and its \$_____ Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project) (collectively, the "2024 Bonds"), to finance certain public infrastructure which will provide special benefit to the residential and commercial lots and parcels (collectively, the "Lots" and individually, a "Lot") contained within certain lands owned by Assignor and described in **Exhibit "A"** attached hereto ("Assessment Area Two - Parcel A-18 Project Area" or the "Subject Property"); and

WHEREAS, the Lots and the Subject Property are intended to be developed as a residential project commonly referred to as "**Parcel A-18**" (the "Project"), located within the geographical boundaries of Parcel A-18 within the District; and

WHEREAS, the security for the repayment of the 2024 Bonds are the special assessments levied, pursuant to Resolution Nos. 2024-01, 2024-02, 2024-03, and 2023-04 duly adopted by the Board of Supervisors of the District (the "Board") on February 29, 2024, and Resolutions 2024-____ and 2024-__ duly adopted by the Board on April 10, 2024, by the District against the residential assessable Lots within Parcel A-18 within the District (the "2024 Special Assessments"); and

WHEREAS, in the event of default in the payment of the 2024 Special Assessments securing any series of the 2024 Bonds, the District has certain remedies with respect to the lien of the 2024 Special Assessments as more particularly set forth herein; and

WHEREAS, if the 2024 Special Assessments are direct billed, the sole remedy available to the District would be an action in foreclosure, and if the 2024 Special Assessments are collected pursuant to Florida's uniform method of collection the sole remedy for non-payment of the 2024 Special Assessments is the sale of tax-certificates (collectively, the "Remedial Rights"); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights, as hereinafter defined, to complete the Project to the extent that such Development Rights have not been previously assigned, transferred or otherwise conveyed (i) as fully-developed or partially developed Lots or parcels conveyed to homebuilders or end-users (all such homebuilders or end-users who acquire Lots or parcels from Landowner are hereinafter referred to as "Landowner Transferees"), or (ii) with respect to any property which has been conveyed, or is in the future to be conveyed to the City of Palm Beach Gardens, Florida (the "City"), Palm Beach County, Florida (the "County"), the State of Florida, the District, any utility provider, any governmental or quasi-governmental entity, any applicable homeowners' or property owners' association or other governing entity or association, as may be required by applicable permits, plats, entitlements, or regulations affecting the District, if any, for the benefit of the capital infrastructure improvements constituting the Project to be financed in part with the 2024 Bonds (any such transfer described in the foregoing items (i) or (ii) shall be referred to herein as a "Prior Transfer"); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Project and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, as described below, upon failure of the Assignor to pay the 2024 Special Assessments levied against the Subject Property owned by the Assignor; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment or to the extent that a Prior Transfer has not already occurred with respect to the Development Rights; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Parcel A-18 Project; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Subject Property that is not a Prior Transfer, the successors-in-interest to the real property so conveyed by the Landowner shall be subject to this Assignment, which shall be recorded in the Official Records of Palm Beach County, Florida.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Collateral Assignment.**

(A) Assignor hereby collaterally assigns to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor, all of its development rights relating to the Project (herein the “Development Rights”) as security for Assignor’s payment and performance and discharge of its obligation to pay the 2024 Special Assessments levied against the Subject Property. The Development Rights shall include the following as they pertain to the Project, but shall specifically exclude any such portion of the Development Rights which relate solely to or are specifically allocated to the Lots or any property which has been conveyed or by contract agreed to be conveyed to any Landowner Transferee or to the City, the County, the District, any utility provider, any other homebuilder, any governmental or quasi-governmental entity, any applicable homeowner’s association or other governing entity or association as may be required by applicable contract with such Landowner Transferee, or by applicable permits, approvals, plats, entitlements or regulations affecting the Project, if any, or to end user residents (the “Excluded Parcels”):

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, development agreements and homeowners’ or property owners’ association covenants and documents.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, waste water collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for buildings and other improvements to the assessable property within the District and the Subject Property (other than residential dwelling unit or commercial building plans).

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Project and construction of improvements thereon and off-site to the extent improvements are necessary or required to complete the development of the Subject Property.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Project or the construction of improvements on the Subject Property.

(g) Contracts and agreements with private utility providers to provide utility services to the Subject Property.

(h) All prepaid impact fees, impact fee credits, mobility fee credits, and mitigation credits.

(i) Landowner's rights as declarant under any recorded Covenants, Conditions and Restrictions of any property owner or homeowners association with respect to the Subject Property.

(j) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(B) This Assignment is not intended to and shall not impair or interfere with the development of the Subject Property, and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Landowner to pay the 2024 Special Assessments levied against the portion of Subject Property owned by Landowner, failure of Landowner to satisfy a true-up obligation, a default or failure to perform under any of the Bond Documents or Event of Default hereunder, which default or failure remains uncured after passage of any applicable cure period. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(C) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the 2024 Bonds in full; (ii) Development Completion which shall mean the issuance of certificates of occupancy for all residential units and non-residential space; (iii) transfer of any Development Rights to the City, the County, the State of Florida, the District, any utility provider, any governmental or quasi-governmental entity; any homeowners' or property owners' association, but only to the extent of such transfer; or (iv) transfer of fully-developed parcels which have been conveyed to the Landowner Transferees but only as to such Lots or parcels transferred, from time to time.

3. **Warranties by Assignor.** Assignor represents and warrants to Assignee that:

(a) Other than in connection with the sale or conveyance of Lots (completed or otherwise) or property (including, without limitation, as provided in Assignor's agreements with Landowner Transferees) or in connection with securing an acquisition loan from an institutional lender to finance the development of the Project on the Subject Property, Assignor has made no assignment of the Development Rights to any person other than Assignee, except for assignments that are subordinate to this Assignment.

(b) Assignor is not prohibited under any agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

(c) No action has been brought or, to Assignor's knowledge, threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

(d) Any transfer, conveyance or sale of Lots shall subject any and all affiliated entities or successors-in-interest or successors in title of the Assignor to the Assignment, except to the extent of a Prior Transfer or a conveyance described in Section 2 relating to Excluded Parcels.

4. **Covenants.** Assignor covenants with Assignee that during the Term (as defined herein):

(a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development Rights and (ii) give notice to Assignee of any claim of default relating to the Development Rights given to or by Assignor, together with a complete copy of any such claim.

(b) The Development Rights include all of Assignor's right to modify the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights.

(c) Assignor agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding 2024 Bonds.

(d) Assignor shall pay the 2024 Special Assessments levied against the portions of the Subject Property owned by Assignor when due.

5. **Events of Default.** Any breach of the Assignor's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof will, after the giving of written notice and an opportunity to cure (which cure period shall not be less than thirty (30) days unless Assignee, in its sole discretion, agrees to a longer cure period) shall constitute an Event of Default under this Assignment.

6. **Remedies Upon Default.** Upon an Event of Default, or the transfer of title to Lots owned by Assignor pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of Assignee (or its designee) or a deed in lieu of foreclosure to Assignee (or its designee) (herein a "Non-Permitted Transfer"), Assignee may, as Assignee's sole and exclusive remedies under this Assignment, take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development Rights and exercise any and all rights of Assignor therein as fully as Assignor could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

(c) Further assign any and all of the Development Rights to a third-party acquiring title to the Property so acquired or any portion thereof on the District's or the bondholders' behalf.

7. **Authorization.** In the Event of Default or Non-Permitted Transfer, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor, but not a release of Assignor from any remaining obligations under this Agreement.

8. **Term and Termination.** In the event this Assignment does not become an effective and absolute assignment and assumption of the Development Rights, this Assignment shall automatically terminate upon the earliest to occur of the following (the “Term”): (i) payment of the 2024 Bonds, plus accrued interest in full; (ii) completion of the construction and sale of all Lots within the Subject Property to end-users; or (iii) upon occurrence of a Prior Transfer, but only to the extent that such Development Rights are subject to the Prior Transfer. Assignee shall, from time to time, within ten (10) days following written request by Assignor, execute, acknowledge and deliver to Assignor a partial release in recordable form (a “Partial Release”) releasing this Assignment from a portion of the Subject Property in conjunction with the scheduled closing of a Prior Transfer. Additionally, after the end of the term, within ten (10) days of a written request of Assignor, Assignee shall execute, acknowledge and deliver to Assignor a termination in recordable form (a “Termination”) terminating this Assignment of record. Nothing herein shall prohibit the Assignee from executing a Termination any time after the end of the Term.

9. **Third Party Beneficiaries and Direction of Remedies Upon Default.** This Assignment shall inure to the benefit of Regions Bank, a national banking association, as trustee for the 2024 Bonds (the “Trustee”), and the holders of the 2024 Bonds and such parties are hereby deemed direct third-party beneficiaries of this Assignment. In the event of an Event of Default, the Trustee, acting at the direction of the holders owning a majority of the aggregate principal amount of the 2024 Bonds then outstanding, shall have the right to select the remedies in this Assignment and enforce this Assignment directly. The District hereby agrees that it shall not take any action under this Assignment without the prior written consent of the Trustee, fail to take any action under this Assignment after direction from the Trustee, or take any action under this Assignment inconsistent with any direction of the Trustee. The Trustee shall not be deemed to have assumed any obligations hereunder.

10. **Amendment.** Except with respect to a Partial Release or a Termination (each of which may be executed solely by Assignee), this Assignment may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Notwithstanding anything herein to the contrary, this assignment may not be materially amended in a manner that has the effect of reducing the total annual debt service revenue collected or to be collected for the 2024 Bonds without the written consent of the Trustee for the 2024 Bonds, acting at the direction of the Bondholders (as defined in the applicable Indenture) owning a majority of the aggregate principal amount of the 2024 Bonds then outstanding.

11. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

ASSIGNOR:

KENCO COMMUNITIES AT AVENIR II, LLC, a
Florida limited liability company

By: **KENCO COMMUNITIES AT AVENIR
MANAGEMENT II, LLC**, a Florida limited
liability company, as Manager

Witnesses:

Print name: _____
Address: _____

By: _____
Kenneth M. Endelson, Manager

Print name: _____
Address: _____

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Kenneth M. Endelson, as Manager of **KENCO COMMUNITIES AT AVENIR MANAGEMENT II, LLC**, a Florida limited liability company, as Manager of **KENCO COMMUNITIES AT AVENIR II, LLC**, a Florida limited liability company, who is personally known to me and/or produced _____ as identification.

Notary Public
Commission Expires: _____
ASSIGNEE:

**AVENIR COMMUNITY DEVELOPMENT
DISTRICT**

WITNESSES:

Print: _____
Address: _____

Print: _____
Address: _____

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

Attest: _____
Jason Pierman, Secretary

Dated: _____, 2024

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by Virginia Cepero, the Chairperson of the Board of Supervisors of the Avenir Community Development District, on behalf of the District. She is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by Jason Pierman, the Secretary of the Avenir Community Development District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

EXHIBIT “A”

DESCRIPTION OF ASSESSMENT AREA TWO - PARCEL A-18 PROJECT AREA

All of 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.

PREPARED BY AND RETURN TO:
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

**DECLARATION OF CONSENT TO JURISDICTION OF
THE AVENIR COMMUNITY DEVELOPMENT DISTRICT
(IMPOSITION OF SPECIAL ASSESSMENTS,
AND IMPOSITION OF LIEN OF RECORD,
PARCEL A-18 PROJECT)**

KENCO COMMUNITIES AT AVENIR II, LLC, a Florida limited liability company, whose address is 1555 Palm Beach Lakes Boulevard, Suite 1500, West Palm Beach, Florida 33401 (together its successors, successors-in-title, and assigns, the "Landowner"), are the owners of those certain lands referred to as "Assessment Area Two - Parcel A-18," which are described in Exhibit A attached hereto (the "Property") located within the boundaries of the Avenir Community Development District (the "District"). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after January 5, 2017, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the "Act"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City Council of the City of Palm Beach Gardens, Florida (the "City Commission"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ord. 17, 2016, effective January 5, 2017, was duly adopted by the City Commission in compliance with all applicable requirements of law; (c) all members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from January 5, 2017; and (d) the Landowner, on behalf of itself, its successors and assigns, hereby confirms and agrees that the special assessments (the "2024 Special Assessments") imposed by Resolution Nos. 2024-01, 2024-02, 2024-03, and 2023-04 duly adopted by the Board of Supervisors of the District (the "Board") on February 29, 2024, and Resolutions 2024-____ and 2024-__ duly adopted on April 10, 2024 (collectively, the "Assessment Resolutions"), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the 2024 Special Assessments, that the 2023 Special Assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

2. The Landowner, on behalf of itself and its successors and assigns hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the 2024 Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the 2024 Special Assessments in full or in part at any time,

but with interest, under the circumstances set forth in the resolutions of the District levying the 2024 Special Assessments.

3. The Landowner hereby expressly acknowledges, represents and agrees that the 2024 Special Assessments, the Assessment Resolutions, and the terms of the True-Up Agreement (Assessment Area Two – Parcel A-18 Project Area), Completion Agreement (Parcel A-18 Project), the Collateral Assignment and Assumption of Development Rights Relating to Assessment Area Two - Parcel A-18, and the Acquisition Agreement (Parcel A-18 Project), which Avenir Development will enter into with the District (herein, the "Financing Documents") and which are related to the District's proposed issuance of its \$_____ Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) (the "Series 2024A Bonds") and its \$_____ Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project) (the "Series 2024B Bonds" and, together with the Series 2024A Bonds, the "2024 Bonds"), or securing payment thereof, are valid and binding obligations enforceable in accordance with their terms.

4. The Landowner, on behalf of itself and its respective successors and assigns hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Series 2024 Special Assessments without interest within thirty (30) days after the Parcel A-18 Project (as defined in the Acquisition Agreement (as later defined), is completed, in consideration of the rights granted by the District to prepay the Series 2024 Special Assessments in full or in part at any time, but with interest, under the circumstances set forth in the resolutions of the District levying the Series 2024 Special Assessments.

5. The Landowner hereby expressly acknowledges, represents and agrees that: (i) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever relating to payments of the 2024 Special Assessments or claims of invalidity, deficiency or unenforceability of the 2024 Special Assessments and Financing Documents, the Improvements and the benefit thereof to the Property, or any portions thereof (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (ii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default, and agrees that (1) the 2019 Special Assessments are not a "tax," and (2) immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iii) each Landowner expressly waives and relinquishes any argument, claim or defense that the Landowner may have regarding the District's collection of the 2024 Special Assessments.

6. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the 2024 Special Assessments is available from Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (or any successor District Manager or Collection Agent).

THE DECLARATIONS, ACKNOWLEDGEMENTS, WAIVERS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, PARTNERSHIPS, LLCs, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE

Notary Public
Commission Expires: _____

Exhibit A

Assessment Area Two - Parcel A-18

All of 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.

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

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

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

**LIEN OF RECORD OF AVENIR COMMUNITY DEVELOPMENT DISTRICT
(ASSESSMENT AREA TWO - PARCEL A-18)**

Notice is hereby given this ____ day of _____, 2024, that AVENIR COMMUNITY DEVELOPMENT DISTRICT (the “District”), a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, the Uniform Community Development District Act of 1980 (the “Act”), enjoys governmental liens of record on the property described in Exhibit “A” (“Assessment Area Two - Parcel A-18”), which is attached hereto and made a part hereof. Such liens are coequal with the liens of all state, county, district and municipal taxes, superior in dignity to all other non-federal liens, titles, and claims until paid pursuant to the Act and other applicable law. The District’s liens secure the payment of special assessments levied in accordance with the Act and other applicable law, for the purpose of funding the District’s operating and maintenance expenses, and to pay the District’s bond indebtedness for the purpose of funding various improvements incurred by the District in connection with the issuance of the \$_____ Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) and the \$_____ Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project). For information regarding the amount of the special assessments encumbering the specified real property of Assessment Area Two - Parcel A-18, contact the District at:

Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
(561) 630-4922

**THIS CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 190.021(3),
FLORIDA STATUTES, AND ALL OTHER APPLICABLE PROVISIONS OF THE
FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.**

**AVENIR COMMUNITY DEVELOPMENT
DISTRICT**

WITNESSES:

Print: _____
Address: _____

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

Print: _____
Address: _____

Attest: _____
Jason Pierman, Secretary

Dated: _____, 2024

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by Virginia Cepero, the Chairperson of the Board of Supervisors of the Avenir Community Development District, on behalf of the District. She is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by Jason Pierman, the Secretary of the Avenir Community Development District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

Exhibit "A"

LEGAL DESCRIPTION OF ASSESSMENT AREA TWO - PARCEL A-18

All of 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.

PREPARED BY AND AFTER RECORDING
RETURN TO:

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

TRUE-UP AGREEMENT

(Assessment Area Two – Series 2024A, Parcel A-18 Project Area)

This True-Up Agreement is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between:

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

KENCO COMMUNITIES AT AVENIR II, LLC, a Florida limited liability company, whose address is 1555 Palm Beach Lakes Boulevard, Suite 1500, West Palm Beach, Florida 33401 (together with its successors, successors-in-title, and assigns the “Landowner”), the owners of Parcel A-18 (as defined below).

RECITALS

WHEREAS, the Landowner is the owner of certain lands located within Assessment Area Two within the boundaries of the District, as more particularly described in Exhibit A (“Assessment Area Two – Parcel A-18 Project Area” or “Parcel A-18”); and

WHEREAS, the District has undertaken the financing, acquisition, and maintenance of certain community development systems, facilities and improvements to serve the District and Parcel A-18, including, without limitation, water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks, , other related public improvements, and all related soft and incidental costs (the “Parcel A-18 Project”), which public infrastructure systems, facilities and improvements constituting the Parcel A-18 Project are more specifically described in the Seventh Supplemental Engineer’s Report (Parcel A-18 Project), dated February 29, 2024, prepared for the Avenir Community Development District by Ballbe & Associates, Inc. (the “Engineer”), as such may be amended or supplemented from time to time (collectively, the “Engineer’s Report”) and in the plans and specifications on file at the office of

the District, which Engineer's Report and Parcel A-18 Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District proposes to issue its \$_____ Avenir Community Development District Special Assessment Bonds, Series 2024A (Parcel A-18 Project) (the "2024A Bonds") to finance the cost of construction of the Parcel A-18 Project, pursuant to a Master Trust Indenture, dated as of May 1, 2018, and the Eleventh Supplemental Trust Indenture, dated as of _____ 1, 2024 with respect to the 2024A Bonds, with Regions Bank, an Alabama banking corporation, as trustee (the "Trustee"), as the same may be supplemented from time to time; and

WHEREAS, the Master Trust Indenture and the Eleventh Supplemental Trust Indenture (collectively, the "Indenture" or "Indentures") are to be executed by and between the District and the Trustee, a financial institution authorized to serve as bond trustee; and

WHEREAS, the District has imposed and levied non-ad valorem special assessments on the assessable lands within Parcel A-18 (the "2024 Special Assessments") to secure the 2024A Bonds; and

WHEREAS, the District has accepted and utilized the provisions of the Master Special Assessment Methodology Report: Infrastructure Project Special Assessment Bonds for Assessment Area Two – Parcel A-18 Project, dated February 29, 2024 (the "Master Methodology"), and the Final Special Assessment Methodology Report: Infrastructure Project Special Assessment Bonds for Assessment Area Two – Parcel A-18 Project, dated _____, 2024 (the "Supplemental Methodology"), each prepared by Special District Services, Inc., and which may be amended and supplemented from time to time (collectively, the "Methodology Reports"), which Methodology Reports are hereby incorporated in its entirety by specific reference thereto and made a part hereof; and

WHEREAS, the District has imposed and levied the 2024 Special Assessments in accordance with the Methodology Reports and against Parcel A-18 in accordance with the provisions of Chapters 170, 190 and 197, Florida Statutes, for purposes of paying the 2024A Bonds issued pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District relies upon and intends to utilize the true-up analyses and mechanisms set forth in section 7.0 of the Supplemental Methodology and section 7.0 of the Master Methodology; and

WHEREAS, the District and the Landowner desire to provide for certain payments by the Landowner to the District in accordance with the true-up analyses and mechanisms referenced above; and

WHEREAS, unless otherwise defined herein, all capitalized terms shall be as defined in the Methodology Reports and the Indentures.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. TRUE-UP PROVISIONS.

(a) As stated in the Methodology Reports, the allocation of debt is a continuous process until the Development Program, as later defined, is completed. Prior to platting, re-platting, the recording of a declaration of condominium, or other means of identifying individual lots, the initial 2024 Special Assessments shall be levied by the District on an equal per gross acre basis to all acreage within Assessment Area Two – Parcel A-18 Project Area within the District (herein “Parcel A-18”), as described in the Supplemental Methodology and in the Master Methodology. The 2024 Special Assessments will be allocated on those certain lands within Parcel A-18 in accordance with the Supplemental Methodology upon (1) the platting of lands within Parcel A-18 and (2) upon the sale of land, prior to platting, within Parcel A-18. Lands within Parcel A-18 that are sold prior to platting shall have a lien amount attached to such lands that is equal to the development rights (defined as the number of planned units determined by the Landowner) conveyed with such lands and the type of planned use, as more particularly described and defined in the Supplemental Methodology and the Master Methodology, respectively. The development rights referenced herein are allocated to Parcel A-18 and product types as identified in the tables and appendices of the Supplemental Methodology and in the Master Methodology (the “Development Program”), which Development Program is summarized as follows:

<u>Parcel</u>	<u>Product Type</u>	<u># of Units</u>	<u>ERU Factor</u>	<u>ERUs</u>
A-18	80'	104	1.0	104.00
Total Units	N/A	104	N/A	104.00

(b) Eventually, once platting is completed or lands are sold as described in (a) above, the debt relating to the 2024A Bonds will be allocated within Parcel A-18 in accordance with Appendix 4 of the Supplemental Methodology. If there are changes to the Development Program within Parcel A-18 or within any unit of area thereof, a true up of the applicable 2024 Special Assessments will be calculated to determine if Landowner is required to make a true-up payment to the District, which true-up calculation is provided herein and in the Methodology Reports. In the event of a conflict between this Agreement and the Methodology Reports, the provisions of this Agreement shall control.

(c) The true-up mechanism applies to all developable lands within Parcel A-18 within Assessment Area Two within the District. As such lands within said Parcel A-4 that are benefitted by the Parcel A-18 Project and financed with the net proceeds of the 2024A Bonds is developed, the allocation of costs and benefit for the Parcel A-18 Project is based on the Development Program, as shown in Table C and Table D of the Supplemental Methodology.

(d) Parcel A-18.

- (i) The Supplemental Methodology, particularly section 4.0, Table C, Table D, Table F therein, allocates the benefit under the Development Program and the debt associated with the 2024A Bonds to the different categories of improvements that constitute the Parcel A-18 Project, utilizing the measure of equivalent residential units (“ERUs”) and based upon the estimated number and product type of units that are specially benefitted by the Parcel A-18 Project, as more particularly described therein. Nothing herein shall prohibit the Landowner from amending the Development Program for the lands within Parcel A-18.
- (ii) Correspondingly, consistent with section 7.0 of the Supplemental Methodology and, whenever any plat, re-plat, declaration of condominium, site plan, or revision is processed that changes the product types or product mix of the Development Program within a particular parcel within Parcel A-18, a true-up test shall be performed to ensure that each assessable unit or acre of land is not assessed more than the pro-rata amount of the applicable annual non-ad valorem 2024 Special Assessments, as set forth in the Supplemental Methodology. Therefore, not later than the date the plat, re-plat, declaration of condominium, site plan, or revision is submitted to the applicable governing authority, the Landowner shall inform the District of such proposed change in the Development Program.
- (iii) The District shall, at the time of submission of the plat, re-plat, declaration of condominium, site plan, or revision to the applicable governing authority, perform the true-up analyses for Parcel A-18. In doing so, the District shall:
 - 1. Assume that the total number of ERUs within Parcel A-18 and utilized as a basis for the Supplemental Methodology is as set forth in Table II of the Supplemental Methodology and in Section 2(a) of this Agreement (the “Total Assessable ERUs”);
 - 2. Ascertain the number of assessable ERUs within Parcel A-18 in the proposed plat, re-plat, declaration of condominium, site plan, or revision (the “Planned Assessable ERUs”); and
 - 3. Ascertain the current amount of potential remaining ERUs within Parcel A-18 not yet platted or re-platted (the “Remaining Assessable ERUs”).

(e) If the Planned Assessable ERUs are equal to the Total Assessable ERUs, no further action would be required (other than adjustments to the lien book) and no true-up payment is required. However, if the sum of the Planned Assessable ERUs and the Remaining Assessment ERUs are less than the Total Assessable ERUs reflected in **Table F** of the Supplemental Methodology, the Landowner shall within fifteen (15) days following its receipt of written notice from the District that a true-up payment is due, remit to the District the amount of money (including accrued interest) sufficient to enable the District to reduce the par amount of the outstanding 2024A Bonds and related accrued interest to a level such that the amount of 2024 Special Assessments, whether 2024 Special 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 F of the Supplemental Methodology. Conversely, if the Planned Assessable ERUs is greater than the Total Assessable ERUs, then there will be a pro-rata decrease in the applicable annual 2024 Special Assessments to all the benefited lands subject to such 2024 Special Assessments.

(f) In the event that additional land not currently subject to the 2024 Special Assessments levied by the District is developed in such a manner as to receive special benefit from the Parcel A-18 Project described herein, it will be necessary for the District to re-apply the Methodology Reports to include such additional land. The additional land will, as a result of re-applying the applicable assessment methodology of the Methodology Report, then be allocated an appropriate share of the 2024 Special Assessments while all currently assessed Parcel A-18 lands will receive a relative reduction in the 2024 Special Assessments. This pro-rata adjustment will still provide the same amount of revenue from such 2024 Special Assessments necessary for repayment of the 2024A Bonds.

(g) Further, at final build-out of the Development Program, as defined or as revised or changed, if any debt remains unallocated, then the Landowner shall make a payment to the District sufficient to retire all remaining unallocated debt, which payment shall include accrued interest. Whenever a true-up payment is due under this Agreement, such obligation shall be an obligation of Landowner.

(h) If the Landowner transfers ownership of any portion Parcel A-18, said portion of Parcel A-18 shall maintain the allocated number of and types of units in the Development Program described in this Agreement and in the Methodology Reports. As the Development Program is changed, or said Parcel A-18 or a portion thereof, is subdivided, or platted or re-platted, impacted by the recording of a declaration of condominium, or site plan or revision, the true-up test will be performed and the owner(s) of those lands where the Development Program has been changed shall be responsible to make the debt reduction payment described herein after calculation of the true-up, if warranted.

(i) Nothing herein shall be construed to prohibit Landowner from transferring any portion of Parcel A-18 to a third party, as follows: (i) platted or re-platted and partially or fully-developed lots to homebuilders restricted from re-platting, changing the development plan, or decreasing the density thereof, (ii) end users, or (iii) portions of Parcel A-18 exempt from

assessments to the County, the City, the District, or other governmental agencies, except in accordance with Section 2(j) below.

(j) Landowner shall not transfer any portion of Parcel A-18 to any third party, except as permitted by Section 2(i) above, without first satisfying any true-up obligation that results from the true-up analyses described in this Agreement and that will be performed by the District Manager prior and as a condition to such transfer (“Transfer Condition”). Any transfer that is consummated pursuant to this Subsection 2(j) shall operate as a release of Landowner from its obligations under this Agreement as to such portion of Parcel A-18 only arising from and after the date of such transfer and satisfaction of the Transfer Condition and the transferee shall be deemed to have assumed Landowner’s obligations in accordance herewith from and after such transfer for all purposes as to such portion of Parcel A-18 so transferred. Any violation of this provision by Landowner shall constitute a default by Landowner under this Agreement.

(k) If the Landowner transfers any portion of Parcel A-18 on which Series 2024 Special Assessments are imposed to a unit of local, state or federal government, or similarly exempt entity (without the consent of that entity to the imposition of the Series 2024 Special Assessments thereon), all future unpaid Series 2024 Special Assessments for such transferred portion of Parcel A-18 shall become due and payable to the District immediately prior to such transfer without further action of the District.

3. COMPLETE UNDERSTANDING. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise.

4. AMENDMENT AND WAIVER. Except as provided in Section 2(i) above, this Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Additionally, this Agreement or any provision hereof may not be materially amended or waived in a manner that has the effect of reducing the total debt service revenue collected or to be collected for the 2024A Bonds without the prior written consent of the Trustee for the 2024A Bonds, acting at the direction of the holders owning a Majority of the aggregate principal amount of the 2024A Bonds then outstanding. The term “Majority,” as used herein, shall mean more than fifty (50%) percent. No failure by District or Landowner to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

5. SEVERABILITY. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal

law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

6. CONTROLLING LAW. This Agreement shall be construed under the laws of the State of Florida.

7. AUTHORITY. Each party affirms that execution of this Agreement has been duly authorized by their respective appropriate governing body or official, as the case may be. Each party further affirms that it has full power and authority to comply with the terms and provisions of this Agreement.

8. REMEDIES. A default by either the District or the Landowner under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right to damages (excluding consequential or punitive damages), injunctive relief and specific performance and which specifically does include the ability of the District to enforce any and all payment obligations of the Landowner under this Agreement through the imposition and enforcement of a contractual or other lien on real property owned by the Landowner in the District, which lien shall be foreclosable as provided by law.

9. COSTS AND FEES. In the event that either the District or the Landowner is required to enforce this Agreement by court proceedings or otherwise, then the parties to this Agreement agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

10. THIRD-PARTY BENEFICIARIES. Except as provided in the last sentence of this Section 10, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, successors-in-title, and assigns (excluding any transferee permitted by Section 2(i) above). Notwithstanding the foregoing or anything in this Completion Agreement to the contrary, the Trustee for the 2024A Bonds, on behalf of the holders of the 2024A Bonds, shall be a direct third-party beneficiary of the terms and conditions of this True-Up Agreement and, acting at the direction of the holders owning a Majority of the aggregate principal amount of the 2024A Bonds then outstanding, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of

this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Landowner and the District, and their respective receivers, trustees, successors, successors-in-title, and assigns. Notwithstanding the foregoing, this Agreement is not binding on any transferee permitted by Section 2(i) above.

13. CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

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

15. ASSIGNMENT. Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of Section 2(i) or Section 2(j) above. Subject to the foregoing limitations, this Agreement shall be binding on Landowner and shall further constitute a covenant running with title to Parcel A-18, binding upon the Landowner and its successors and assigns as to the Parcel A-18 or portions thereof then-owned by the Landowner, and any transferee of any portion of the Parcel A-18 as set forth in Section 2 above.

16. COUNTERPARTS AND EXECUTION. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

17. EXCULPATION. Notwithstanding any provision in this Agreement to the contrary, no party hereto shall enforce the liability or obligation of Landowner to perform or observe the obligations set forth in this Agreement by any action or proceeding wherein a money judgment shall be sought against any direct or indirect partner, member, manager, officer, director, stockholder or other equity holder of Landowner.

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

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

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

Landowner: Kenco Communities at Avenir II, LLC
1555 Palm Beach Lakes boulevard, Suite 1500
West Palm Beach, Florida 33401
Attention: Kenneth M. Endelson

With copy to: Avenir Development, LLC
777 S. Flagler Drive, Suite 500E
West Palm Beach, Florida 33401
Attention: Brian M. Seymour, Esq.

Any notice provided by the Developer or the District in accordance with this section shall also be distributed to the following:

Trustee: Regions Bank
10245 Centurion Parkway, 2nd Floor
Jacksonville, Florida 32256
Attention: Craig Kaye

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

19. COVENANT AND RECORDATION. Landowner, as the owner of the lands within Parcel A-18, agree that the obligations imposed upon it by this Agreement are valid and enforceable and shall be covenants running with the lands described in Exhibit A hereto, which exhibit is again

incorporated herein by reference, creating an obligation and one which is binding upon successor owners and assigns. The District shall record this Agreement in the Public Records of Palm Beach County, Florida, at against the lands so described.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By: Virginia Cepero, Chairperson
Board of Supervisors

Attest: _____
Jason Pierman, Secretary

____ day of _____, 2024

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Virginia Cepero, as Chairperson of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

Notary Public
Commission Expires:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Jason Pierman, as Secretary of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**. He is personally known to me or has produced as identification.

Notary Public
Commission Expires:

KENCO COMMUNITIES AT AVENIR II, LLC, a
Florida limited liability company

By: **KENCO COMMUNITIES AT AVENIR
MANAGEMENT II, LLC**, a Florida limited
liability company, as Manager

Witnesses:

Print name: _____

Address: _____

Print name: _____

Address: _____

STATE OF FLORIDA)

)SS:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this _____ day of _____, 2024, by Kenneth M.
Endelson, as Manager of **KENCO COMMUNITIES AT AVENIR MANAGEMENT II, LLC**, a
Florida limited liability company, as Manager of **KENCO COMMUNITIES AT AVENIR II,
LLC**, a Florida limited liability company, who is personally known to me and/or produced
_____ as identification.

Notary Public
Commission Expires: _____

Exhibit A

Assessment Area Two - Parcel A-18 Project Area

All of 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.

PREPARED BY AND AFTER RECORDING
RETURN TO:

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

TRUE-UP AGREEMENT

(Assessment Area Two -Parcel A-18 Project Area)

This True-Up Agreement is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between:

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

KENCO COMMUNITIES AT AVENIR II, LLC, a Florida limited liability company, whose address is 1555 Palm Beach Lakes Boulevard, Suite 1500, West Palm Beach, Florida 33401(together with its successors, successors-in-title, and assigns the “Landowner”), the owners of Parcel A-18 (as defined below).

RECITALS

WHEREAS, the Landowner is the owner of certain lands located within Assessment Area Two within the boundaries of the District, as more particularly described in Exhibit A (“Assessment Area Two – Parcel A-18 Project Area” or “Parcel A-18”); and

WHEREAS, the District has undertaken the financing, acquisition, and maintenance of certain community development systems, facilities and improvements to serve the District and Parcel A-18, including, without limitation, water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks, , other related public improvements, and all related soft and incidental costs (the “Parcel A-18 Project”), which public infrastructure systems, facilities and improvements constituting the Parcel A-18 Project are more specifically described in the Seventh Supplemental Engineer’s Report (Parcel A-18 Project), dated February 29, 2024, prepared for the Avenir Community Development District by Ballbe & Associates, Inc. (the “Engineer”), as such may be amended or supplemented from time to time (collectively, the “Engineer’s Report”) and in the plans and specifications on file at the office of

the District, which Engineer's Report and Parcel A-18 Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District proposes to issue its \$_____ Avenir Community Development District Special Assessment Bonds, Series 2024B (Parcel A-18 Project) (the "2024B Bonds"), to finance the cost of construction of the Parcel A-18 Project, pursuant to a Master Trust Indenture, dated as of May 1, 2018, and the Twelfth Supplemental Trust Indenture, dated as of _____ 1, 2024, each with Regions Bank, an Alabama banking corporation, as trustee (the "Trustee"), as the same may be supplemented from time to time; and

WHEREAS, the Master Trust Indenture and the Twelfth Supplemental Trust Indenture (collectively, the "Indenture" or "Indentures") are to be executed by and between the District and the Trustee, a financial institution authorized to serve as bond trustee; and

WHEREAS, pursuant to the Indenture, PHCC LLC (d/b/a Preston Hollow Community Capital) will be the initial purchaser of the 2024B Bonds (the "Initial Purchaser") and the initial Bondholder Representative of the 2024B Bonds; and

WHEREAS, the District has imposed and levied non-ad valorem special assessments on the assessable lands within Parcel A-18 (the "2024 Special Assessments") to secure the 2024 Bonds; and

WHEREAS, the District has accepted and utilized the provisions of the Master Special Assessment Methodology Report: Infrastructure Project Special Assessment Bonds for Assessment Area Two – Parcel A-18 Project, dated February 29, 2024 (the "Master Methodology"), and the Final Special Assessment Methodology Report: Infrastructure Project Special Assessment Bonds for Assessment Area Two – Parcel A-18 Project, dated _____, 2024 (the "Supplemental Methodology"), each prepared by Special District Services, Inc., and which may be amended and supplemented from time to time (collectively, the "Methodology Reports"), which Methodology Reports are hereby incorporated in its entirety by specific reference thereto and made a part hereof; and

WHEREAS, the District has imposed and levied the 2024 Special Assessments in accordance with the Methodology Reports and against Parcel A-18 in accordance with the provisions of Chapters 170, 190 and 197, Florida Statutes, for purposes of paying the 2024B Bonds issued pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District relies upon and intends to utilize the true-up analyses and mechanisms set forth in section 7.0 of the Supplemental Methodology and section 7.0 of the Master Methodology; and

WHEREAS, the District and the Landowner desire to provide for certain payments by the Landowner to the District in accordance with the true-up analyses and mechanisms referenced above; and

WHEREAS, unless otherwise defined herein, all capitalized terms shall be as defined in the Methodology Reports and the Indentures.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. TRUE-UP PROVISIONS.

(a) As stated in the Methodology Reports, the allocation of debt is a continuous process until the Development Program, as later defined, is completed. Prior to platting, re-platting, the recording of a declaration of condominium, or other means of identifying individual lots, the initial 2024 Special Assessments shall be levied by the District on an equal per gross acre basis to all acreage within Assessment Area Two – Parcel A-18 Project Area within the District (herein “Parcel A-18”), as described in the Supplemental Methodology and in the Master Methodology. The 2024 Special Assessments will be allocated on those certain lands within Parcel A-18 in accordance with the Supplemental Methodology upon (1) the platting of lands within Parcel A-18 and (2) upon the sale of land, prior to platting, within Parcel A-18. Lands within Parcel A-18 that are sold prior to platting shall have a lien amount attached to such lands that is equal to the development rights (defined as the number of planned units determined by the Landowner) conveyed with such lands and the type of planned use, as more particularly described and defined in the Supplemental Methodology and the Master Methodology, respectively. The development rights referenced herein are allocated to Parcel A-18 and product types as identified in the tables and appendices of the Supplemental Methodology and in the Master Methodology (the “Development Program”), which Development Program is summarized as follows:

<u>Parcel</u>	<u>Product Type</u>	<u># of Units</u>	<u>ERU Factor</u>	<u>ERUs</u>
A-18	80'	104	1.0	104.00
Total Units	N/A	104	N/A	104.00

(b) Eventually, once platting is completed or lands are sold as described in (a) above, the debt relating to the 2024B Bonds will be allocated within Parcel A-18 in accordance with Appendix 4 of the Supplemental Methodology. If there are changes to the Development Program within Parcel A-18 or within any unit of area thereof, a true up of the applicable 2024 Special Assessments will be calculated to determine if Landowner is required to make a true-up payment to the District, which true-up calculation is provided herein and in the Methodology Reports. In the event of a conflict between this Agreement and the Methodology Reports, the provisions of this Agreement shall control.

(c) The true-up mechanism applies to all developable lands within Parcel A-18 within Assessment Area Two within the District. As such lands within said Parcel A-4 that are benefitted by the Parcel A-18 Project and financed with the net proceeds of the 2024B Bonds is developed, the allocation of costs and benefit for the Parcel A-18 Project is based on the Development Program, as shown in Table C and Table D of the Supplemental Methodology.

(d) Parcel A-18.

- (i) The Supplemental Methodology, particularly section 4.0, Table C, Table D, Table F therein, allocates the benefit under the Development Program and the debt associated with the 2024B Bonds to the different categories of improvements that constitute the Parcel A-18 Project, utilizing the measure of equivalent residential units (“ERUs”) and based upon the estimated number and product type of units that are specially benefitted by the Parcel A-18 Project, as more particularly described therein. Nothing herein shall prohibit the Landowner from amending the Development Program for the lands within Parcel A-18.
- (ii) Correspondingly, consistent with section 7.0 of the Supplemental Methodology and, whenever any plat, re-plat, declaration of condominium, site plan, or revision is processed that changes the product types or product mix of the Development Program within a particular parcel within Parcel A-18, a true-up test shall be performed to ensure that each assessable unit or acre of land is not assessed more than the pro-rata amount of the applicable annual non-ad valorem 2024 Special Assessments, as set forth in the Supplemental Methodology. Therefore, not later than the date the plat, re-plat, declaration of condominium, site plan, or revision is submitted to the applicable governing authority, the Landowner shall inform the District of such proposed change in the Development Program.
- (iii) The District shall, at the time of submission of the plat, re-plat, declaration of condominium, site plan, or revision to the applicable governing authority, perform the true-up analyses for Parcel A-18. In doing so, the District shall:
 - 1. Assume that the total number of ERUs within Parcel A-18 and utilized as a basis for the Supplemental Methodology is as set forth in Table II of the Supplemental Methodology and in Section 2(a) of this Agreement (the “Total Assessable ERUs”);
 - 2. Ascertain the number of assessable ERUs within Parcel A-18 in the proposed plat, re-plat, declaration of condominium, site plan, or revision (the “Planned Assessable ERUs”); and
 - 3. Ascertain the current amount of potential remaining ERUs within Parcel A-18 not yet platted or re-platted (the “Remaining Assessable ERUs”).

(e) If the Planned Assessable ERUs are equal to the Total Assessable ERUs, no further action would be required (other than adjustments to the lien book) and no true-up payment is required. However, if the sum of the Planned Assessable ERUs and the Remaining Assessment ERUs are less than the Total Assessable ERUs reflected in **Table F** of the Supplemental Methodology, the Landowner shall within fifteen (15) days following its receipt of written notice from the District that a true-up payment is due, remit to the District the amount of money (including accrued interest) sufficient to enable the District to reduce the par amount of the outstanding 2024B Bonds and related accrued interest to a level such that the amount of 2024 Special Assessments, whether 2024 Special 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 of the Supplemental Methodology. Conversely, if the Planned Assessable ERUs is greater than the Total Assessable ERUs, then there will be a pro-rata decrease in the applicable annual 2024 Special Assessments to all the benefited lands subject to such 2024 Special Assessments.

(f) In the event that additional land not currently subject to the 2024 Special Assessments levied by the District is developed in such a manner as to receive special benefit from the Parcel A-18 Project described herein, it will be necessary for the District to re-apply the Methodology Reports to include such additional land. The additional land will, as a result of re-applying the applicable assessment methodology of the Methodology Report, then be allocated an appropriate share of the 2024 Special Assessments while all currently assessed Parcel A-18 lands will receive a relative reduction in the 2024 Special Assessments. This pro-rata adjustment will still provide the same amount of revenue from such 2024 Special Assessments necessary for repayment of the 2024B Bonds.

(g) Further, at final build-out of the Development Program, as defined or as revised or changed, if any debt remains unallocated, then the Landowner shall make a payment to the District sufficient to retire all remaining unallocated debt, which payment shall include accrued interest. Whenever a true-up payment is due under this Agreement, such obligation shall be an obligation of Landowner.

(h) If the Landowner transfers ownership of any portion Parcel A-18, said portion of Parcel A-18 shall maintain the allocated number of and types of units in the Development Program described in this Agreement and in the Methodology Reports. As the Development Program is changed, or said Parcel A-18 or a portion thereof, is subdivided, or platted or re-platted, impacted by the recording of a declaration of condominium, or site plan or revision, the true-up test will be performed and the owner(s) of those lands where the Development Program has been changed shall be responsible to make the debt reduction payment described herein after calculation of the true-up, if warranted.

(i) Nothing herein shall be construed to prohibit Landowner from transferring any portion of Parcel A-18 to a third party, as follows: (i) platted or re-platted and partially or fully-developed lots to homebuilders restricted from re-platting, changing the development plan, or decreasing the density thereof, (ii) end users, or (iii) portions of Parcel A-18 exempt from

assessments to the County, the City, the District, or other governmental agencies, except in accordance with Section 2(j) below.

(j) Landowner shall not transfer any portion of Parcel A-18 to any third party, except as permitted by Section 2(i) above, without first satisfying any true-up obligation that results from the true-up analyses described in this Agreement and that will be performed by the District Manager prior and as a condition to such transfer (“Transfer Condition”). Any transfer that is consummated pursuant to this Subsection 2(j) shall operate as a release of Landowner from its obligations under this Agreement as to such portion of Parcel A-18 only arising from and after the date of such transfer and satisfaction of the Transfer Condition and the transferee shall be deemed to have assumed Landowner’s obligations in accordance herewith from and after such transfer for all purposes as to such portion of Parcel A-18 so transferred. Any violation of this provision by Landowner shall constitute a default by Landowner under this Agreement.

(k) If the Landowner transfers any portion of Parcel A-18 on which Series 2024 Special Assessments are imposed to a unit of local, state or federal government, or similarly exempt entity (without the consent of that entity to the imposition of the Series 2024 Special Assessments thereon), all future unpaid Series 2024 Special Assessments for such transferred portion of Parcel A-18 shall become due and payable to the District immediately prior to such transfer without further action of the District.

3. COMPLETE UNDERSTANDING. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise.

4. AMENDMENT AND WAIVER. Except as provided in Section 2(i) above, this Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Additionally, this Agreement or any provision hereof may not be materially amended or waived in a manner that has the effect of reducing the annual total debt service revenue collected or to be collected for paying debt service on the 2024B Bonds without the prior written consent of the Initial Purchaser or Bondholder Representative, as applicable in accordance with the Indenture, or if the Initial Purchaser owns less than 50% of the aggregate principal amount of the 2024B Bonds outstanding, then at the direction of by written consent of the Majority Holders, as defined in the Indenture. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

5. SEVERABILITY. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal

law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

6. CONTROLLING LAW. This Agreement shall be construed under the laws of the State of Florida.

7. AUTHORITY. Each party affirms that execution of this Agreement has been duly authorized by their respective appropriate governing body or official, as the case may be. Each party further affirms that it has full power and authority to comply with the terms and provisions of this Agreement.

8. REMEDIES. A default by either the District or the Landowner under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right to damages (excluding consequential or punitive damages), injunctive relief and specific performance and which specifically does include the ability of the District to enforce any and all payment obligations of the Landowner under this Agreement through the imposition and enforcement of a contractual or other lien on real property owned by the Landowner in the District, which lien shall be foreclosable as provided by law.

9. COSTS AND FEES. In the event that either the District or the Landowner is required to enforce this Agreement by court proceedings or otherwise, then the parties to this Agreement agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

10. THIRD-PARTY BENEFICIARIES. Except as provided in the last sentence of this Section 10, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, successors-in-title, and assigns (excluding any transferee permitted by Section 2(i) above). Notwithstanding the foregoing or anything in this True-Up Agreement to the contrary, the Trustee for the 2024B Bonds, on behalf of the holders of the 2024B Bonds, shall be a direct third-party beneficiary of the terms and conditions of this True-Up Agreement and, acting at the direction of the Initial Purchaser, or if the Initial Purchaser owns less than 50% of the aggregate principal amount of the 2024B Bonds then outstanding, then at the direction of the Majority Holders, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of

this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Landowner and the District, and their respective receivers, trustees, successors, successors-in-title, and assigns. Notwithstanding the foregoing, this Agreement is not binding on any transferee permitted by Section 2(i) above.

13. CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

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

15. ASSIGNMENT. Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of Section 2(i) or Section 2(j) above. Subject to the foregoing limitations, this Agreement shall be binding on Landowner and shall further constitute a covenant running with title to Parcel A-18, binding upon the Landowner and its successors and assigns as to the Parcel A-18 or portions thereof then-owned by the Landowner, and any transferee of any portion of the Parcel A-18 as set forth in Section 2 above.

16. COUNTERPARTS AND EXECUTION. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

17. EXCULPATION. Notwithstanding any provision in this Agreement to the contrary, no party hereto shall enforce the liability or obligation of Landowner to perform or observe the obligations set forth in this Agreement by any action or proceeding wherein a money judgment shall be sought against any direct or indirect partner, member, manager, officer, director, stockholder or other equity holder of Landowner.

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

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

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

Landowner: Kenco Communities at Avenir II, LLC
1555 Palm Beach Lakes boulevard, Suite 1500
West Palm Beach, Florida 33401
Attention: Kenneth M. Endelson

With copy to: Avenir Development, LLC
777 S. Flagler Drive, Suite 500E
West Palm Beach, Florida 33401
Attention: Brian M. Seymour, Esq.

Any notice provided by the Developer or the District in accordance with this section shall also be distributed to the following:

Initial Purchaser: PHCC LLC (d/b/a Preston Hollow Community Capital)
2121 N. Pearl Street, Suite 600
Dallas, Texas 75201
Attention: In-House Legal Counsel

Trustee: Regions Bank
10245 Centurion Parkway, 2nd Floor
Jacksonville, Florida 32256
Attention: Craig Kaye

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and

counsel for the Landowner may deliver Notice on behalf of the District and the Landowner, respectively. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

19. COVENANT AND RECORDATION. Landowner, as the owner of the lands within Parcel A-18, agree that the obligations imposed upon it by this Agreement are valid and enforceable and shall be covenants running with the lands described in Exhibit A hereto, which exhibit is again incorporated herein by reference, creating an obligation and one which is binding upon successor owners and assigns. The District shall record this Agreement in the Public Records of Palm Beach County, Florida, at against the lands so described.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Witnesses:

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

Print Name
Address: _____

Attest: _____
Jason Pierman, Secretary

Print Name
Address: _____

_____ day of _____, 2024

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Virginia Cepero, as Chairperson of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Jason Pierman, as Secretary of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**. He is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

KENCO COMMUNITIES AT AVENIR II, LLC, a
Florida limited liability company

By: **KENCO COMMUNITIES AT AVENIR
MANAGEMENT II, LLC**, a Florida limited
liability company, as Manager

Witnesses:

Print name: _____

Address: _____

Print name: _____

Address: _____

STATE OF FLORIDA)

)SS:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this _____ day of _____, 2024, by Kenneth M.
Endelson, as Manager of **KENCO COMMUNITIES AT AVENIR MANAGEMENT II, LLC**, a
Florida limited liability company, as Manager of **KENCO COMMUNITIES AT AVENIR II,
LLC**, a Florida limited liability company, who is personally known to me and/or produced
_____ as identification.

Notary Public
Commission Expires: _____

Exhibit A

Assessment Area Two - Parcel A-18 Project Area

All of 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.

REQUEST FOR CONSENT AND WAIVER

CUSIP #05357JAN6

Record Date: April 10, 2024

April 10, 2024

PHCC LLC (d/b/a Preston Hollow Community Capital)
2121 N. Pearl Street, Suite 600
Dallas, Texas 75201
Attn: Ramiro Albarran

Re: Avenir Community Development District Senior Special Assessment Bonds, Series 2021A-1 (Assessment Area Two – 2021A Project) (herein, the “Senior 2021A Bonds”)

and

Avenir Community Development District Subordinate Special Assessment Bonds, Series 2021A-2 (Assessment Area Two – 2021A Project) (herein, the “Subordinate 2021A Bonds”)

Dear Ramiro:

As you know, I serve as the Chairperson of the Board of Supervisors of the Avenir Community Development District (the “District”) and, as such, I am authorized to make this request on behalf of the District.

By way of background, the Senior 2021A Bonds and the Subordinate 2021A Bonds were issued pursuant to a Master Trust Indenture dated as of May 1, 2018, by and between the District and Regions Bank, as the trustee (the “Trustee”) and that certain Seventh Supplemental Trust Indenture dated as of September 1, 2021, by and between the District and the Trustee (the “Seventh Supplemental”). The Senior 2021A Bonds and Subordinate 2021A Bonds were issued to finance certain public infrastructure for the benefit of Parcel A-10, Parcel A-11, Parcel A-15, Parcel A-18, Parcel A-20 and Parcel A-21, all located within Assessment Area Two (as further described in the Seventh Supplemental). As you may know, the District is planning to issue its 2024 Series A Bonds and 2024 Series B Bonds in the near future to finance additional public infrastructure for the benefit of Parcel A-18 within Assessment Area Two; and next year issue a taxable series also for the benefit of Parcel A-18 within Assessment Area Two for a total principal amount of not

exceeding \$20,000,000 (collectively, the “Parcel A-18 Bonds”). In addition, the District intends, in the future, to issue B bonds to finance additional public infrastructure for the benefit of Parcel A-10 and Parcel A-21 within Assessment Area Two in a principal amount of not exceeding \$48,000,000 \$ (collectively, the “Parcel A-10 and Parcel A-21 Bonds” and, together with the Parcel A-18 Bonds, the “Subject Bonds”).

I further understand that the Subordinate 2021A Bonds have been deposited into one or more pooled trusts along with other municipal obligations under separate trust agreements (herein, collectively, the “Pool Trusts”) and that PHCC LLC (d/b/a Preston Hollow Community Capital) serves as the administrator of the Pool Trusts (the “Administrator”).

Given the fact that the Subject Bonds will be secured by special assessments levied on the same parcels (i.e., Parcel A-10, Parcel A-18 and Parcel A-21) within Assessment Area Two that secure the Subordinate 2021A Bonds in part, on behalf of the District, I respectfully request the consent of the Administrator to allow the District to issue the Subject Bonds (herein, the “Additional Bonds Request”).

As you may know, at the time the District issues its 2024 Series A Bonds and 2024 Series B Bonds for Parcel A-18, the debt represented by the Senior 2021A Bonds secured by Series 2021A Special Assessments levied on Parcel A-18 will be repaid. Pursuant to the Seventh Supplemental, any prepayment of the Series 2021A Special Assessments resulting in an extraordinary mandatory redemption, such prepayment is required to be applied on a pro-rata basis between the Senior 2021A Bonds and the Subordinate 2021A Bonds as well as the credit from the two reserve accounts established for the Senior 2021A Bonds and the Subordinate 2021A Bonds against such prepayment. This will be the same issue when the District issues its B bonds for Parcel A-10 and Parcel A-21 and the resulting prepayment of the Series 2021A Special Assessments levied on Parcel A-10 and Parcel A-21 securing the Series 2021A Bonds (herein, the “Pro-Rata Requirement”).

Since the Pro-Rata Issue has a direct impact on the Subordinate 2021A Bonds, in that we do not think the Pool Trusts would want any of the Subordinate 2021A Bonds to be redeemed on a pro-rata basis as a result of prepaying the Series 2021A-1 Special Assessments on Parcels A-10, A-18 and A-21, I respectfully request, on behalf of the District, that the herein described Pro-Rata Requirement be waived by the Administrator (herein, the “Waiver of the Pro-Rata Requirement”). With respect to this request, we ask that the Trustee be able to rely on the Waiver of the Pro-Rata Requirement in connection with its application of the aforementioned prepayments of the Series 2021A Special Assessments.

In the event you need any further detail regarding these requests, please do not hesitate to contact me or our bond counsel, Stephen D. Sanford of Greenberg Traurig, P.A.

Thank you very much for your consideration.

AVENIR COMMUNITY DEVELOPMENT
DISTRICT

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

cc: John Dinan
Michel Benitez
Madeleine Renfeld
Travis Shull
Manuel Mato
Rosa Schechter
Judy Mathers-Grey
Ken Endelson
Jon Rapaport
Diane Roddy
Craig Kaye
Ken Artin
Stephen D. Sanford

APPROVAL OF ADDITIONAL BONDS
REQUEST AND WAIVER OF PRO-RATA
REQUIREMENT

By: PHCC LLC (d/b/a Preston Hollow
Community Capital)

By: _____
Name: _____
Title: _____

695348823v5

April 3, 2024

Avenir Community Development District
c/o Special District Services
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: Mr. Jason Pierman

Re: Avenir CDD, Series 2024A Bonds

Dear Mr. Flint:

We are writing to provide you, as the Avenir Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

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

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

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

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

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

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

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

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

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

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

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal,

accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

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

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

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

FMSbonds, Inc.

By: 
Name: Jon Kessler
Title: Executive Director

Acknowledgement:

Avenir Community Development District

By: _____



April 3, 2024

Avenir Community Development District
c/o Special District Services
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: Mr. Jason Pierman

Re: Avenir CDD, Series 2024B Bonds

Dear Mr. Pierman:

We are writing to provide you, as Avenir Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G- as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. ("FMS") to serve as Placement Agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as Placement Agent, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. We may also have provided such advice as part of the process of seeking to be selected to serve as your Placement Agent. Any such advice was provided by FMS as a Placement Agent and not as your financial advisor in this transaction.

The specific parameters under which FMS will place the Bonds will be set forth in a Bond Resolution adopted by the Board.

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

- MSRB Rule G-17 requires a Placement Agent to deal fairly at all times with both municipal issuers and investors.
- The Placement Agent's primary role is to place the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. As such, the Placement Agent has financial and other interests that differ from those of the Issuer.

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

- Unlike a municipal advisor, the Placement Agent does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
- The Placement Agent has a duty to place the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to place the Bonds to investors at prices that are fair and reasonable.
- As Placement Agent, we will review the disclosure document for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.²

The Placement Agent will be compensated by a fee and/or a fee that will be set forth in the bond placement agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the Placement Agent Fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since a Placement Agent may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The District acknowledges no such recommendation has been made by FMS.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a bond placement agreement or other appropriate form of agreement for the type of transaction undertaken by you.

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

FMS is acting independently in seeking to act as a Placement Agent in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other placement agents in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to FMS. In addition,

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the offering document by the Placement Agent is solely for purposes of satisfying the Placement Agents' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the placement document.

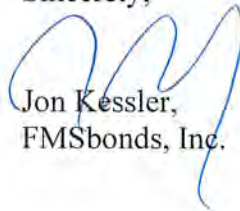
Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

The MSRB requires that we seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above within five (5) business days of the date of this letter. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds, and we appreciate the opportunity to assist with your financing need. Thank you.

Sincerely,



Jon Kessler,
FMSbonds, Inc.

Acknowledgement:

Avenir Community Development District

By: _____

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into on the _____ day of _____ 2024, by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to the Chapter 190 of the Florida Statutes, and located wholly within the municipal limits of the City of Palm Beach Gardens within Palm Beach County, Florida, and having the address 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereinafter referred to as ACDD@),

and

PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, and having the address _____ (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, the COUNTY is a political subdivision of the State of Florida;

WHEREAS, the CDD is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "Act");

WHEREAS, as part of the approval process for the mixed-use development referred to as Avenir, the City of Palm Beach Gardens (the "City") mandated that the intersection at Northlake Boulevard and Coconut Boulevard (the "Intersection") be expanded, which expansion is included as part of the public infrastructure project being funded, constructed, or acquired by the CDD pursuant to its powers pursuant to the Act;

WHEREAS, the Intersection where the Improvements are to be constructed is located just outside of and immediately adjacent to the boundaries of the CDD;

WHEREAS, as part of the permitting process for the expanded Intersection, the COUNTY has determined that the existing traffic signal at the Intersection be modified to replace the span wire traffic signal with a mast arm once additional right-of-way becomes available to the COUNTY (the "Improvements");

WHEREAS, until the additional right-of-way becomes available and prior to the Improvements being constructed, the COUNTY has approved an interim strain pole design as a temporary measure;

WHEREAS, the parties have negotiated and desire to enter into this Agreement for the CDD and the COUNTY to cooperate in completing the Improvements while maintaining the temporary measures at the Intersection until such Improvements can be initiated and completed;

WHEREAS, Sections 163.01 and 190.012, Florida Statutes authorizes the CDD to cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in exercising CDD powers, duties or purposes authorized by the Act;

WHEREAS, the parties are entering into this Agreement solely for the purpose of securing the continued maintenance of the Intersection traffic control devices by the COUNTY and for the funding and construction of the Improvements;

WHEREAS, the coordinated efforts of the CDD and the COUNTY, as set forth in this Agreement, will minimize the impact on vehicular and pedestrian travel, reduce construction conflicts, limit restoration costs, optimize the scheduling of multiple construction efforts, and promote the timely completion of the Improvements with the minimum impact on access to surrounding property owners, area businesses, and residents;

WHEREAS, the parties have executed this Agreement pursuant to proper authorization of their governing boards and applicable law;

WHEREAS, the CDD and the COUNTY have determined that it is mutually beneficial and in the best interests of the CDD and the citizens and residents of the COUNTY to enter into this Agreement; and

WHEREAS, this Agreement will become effective upon filing with the Clerk of the Court in Palm Beach County in accordance with the provisions of the Interlocal Cooperation Act, Section 163.01, Florida Statutes; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and understandings hereinafter set forth, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CDD hereto agree as follows:

Section 1. RECITALS. The above recitals are true and correct and are incorporated herein.

Section 2. REPRESENTATIONS AND WARRANTIES OF THE CDD.

2.1 The CDD represents and warrants as follows:

2.1.1 The CDD is duly organized and validly existing as a local unit of special purpose government under the Act;

2.1.2 The CDD has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement;

2.1.3 The CDD has duly authorized the execution of this Agreement, and assuming its due authorization, execution and delivery by County, this Agreement constitutes a valid and legally binding obligation of the CDD, enforceable in accordance with its terms, except to the extent that its enforceability may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditor's rights generally, or by judicial discretion in accordance with general principles of equity.

Section 3. REPRESENTATIONS AND WARRANTIES OF COUNTY.

3.1 The COUNTY represents and warrants as follows:

3.1.1 COUNTY is a political subdivision of the State of Florida;

3.1.2 COUNTY has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement;

3.1.3 COUNTY has duly authorized the execution of this Agreement, and assuming its due authorization, execution and delivery by the CDD, this Agreement constitutes a valid and legally binding obligation of COUNTY, enforceable in accordance with its terms, except to the extent that its enforceability may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditor's rights generally, or by judicial discretion in accordance with general principles of equity.

Section 4. DESIGN AND PERMITTING.

4.1 The CDD, through its design professionals, has completed the design and delivered to the COUNTY the construction plans for the Improvements, which include, but are not limited to the Signalization Plans, the Mast Arms Structural Calculations, and the Signalization Cost Estimate (collectively, the "Plans and Specifications"). The CDD shall be responsible for the cost and expense associated with the preparation of the Plans and Specifications by the CDD's design professional. The Plans and Specifications are hereby approved by the COUNTY and are hereby made a part of this Agreement by reference.

4.2 COUNTY shall be responsible for identifying and processing all necessary authorizations, permits, utility adjustments, easements, right-of-way acquisitions, and concessions necessary to construct the Improvements in accordance with the Plans and Specifications and any applicable state, federal, and local laws and ordinances.

Section 5. FUNDING OF IMPROVEMENTS.

5.1 The CDD and the COUNTY agree that the Improvements shall be constructed by the COUNTY. The CDD shall provide funding to the COUNTY for the Improvements in an amount not-to-exceed **ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND TWO HUNDRED TWENTY-FOUR AND 40/100 (\$1,185,224.40) DOLLARS** (the “Funding Amount”), which amount is equal to the current estimated cost for the Improvements (\$987,687.00) plus a twenty (20%) percent contingency.

5.2 The Funding Amount from the District is being made from the net proceeds of the Avenir Community Development District Revenue Bonds, Series 2020 (Public Improvement Projects) issued by the CDD on July 30, 2020. The Funding Amount is the maximum amount to be contributed to the COUNTY for the Improvements, with the COUNTY being responsible for the completion of the Improvements and any cost overruns or other project costs, including, but not limited to, labor, materials, permitting, architectural, engineering, consulting, and construction costs that cumulatively exceed this Funding Amount. Upon payment of the Funding Amount to COUNTY, the CDD’s financial obligations with respect to the Improvements shall be deemed satisfied in full.

5.3 CDD shall deliver the Funding Amount to the COUNTY within thirty (30) days after the Effective Date of this Agreement.

Section 6. CONSTRUCTION OF IMPROVEMENTS; MAINTENANCE OF INTERSECTION.

6.01 COUNTY shall be fully responsible for the construction of the Improvements, including, but not limited, to procurement of contractor(s) and materials, project management, permitting, bonding, and insurance. Nothing herein shall be construed to create any contractual relationship between the CDD and the COUNTY’s contractor or subcontractor or any other person or entity having a direct contract with the COUNTY, nor shall it create an obligation on the part of the CDD to pay or see to the payment of any monies to such person or entities with respect to the Improvements.

6.02 The parties acknowledge that the construction of the Improvements in accordance with the Plans and Specifications is contingent on the COUNTY’s acquisition of additional right-of-way. Nonetheless, if the COUNTY either decides not to construct the Improvements in accordance with the Plans and Specifications or fails to construct the Improvements within

_____ (____) years from the Effective Date of this Agreement, the COUNTY shall return the Funding Amount to the CDD.

6.03 The COUNTY acknowledges and agrees that the CDD is merely providing funding to the Improvements and that the COUNTY shall be responsible for any and all maintenance, repairs, and liability arising out of or in any way connected with the Intersection and the traffic control devices located, installed or constructed therein by the County, including, but not limited to, the temporary interim strain pole traffic signal and the Improvements.

Section 7. TERM OF AGREEMENT.

7.01 This Agreement shall be effective upon the approval of both parties and shall terminate upon completion of the Improvements contemplated herein.

Section 8. INDEMNIFICATION, SOVEREIGN IMMUNITY, AND INSURANCE

8.01 COUNTY and CDD are political subdivisions of the State of Florida as defined in section 768.28, Florida Statutes, and each agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

Section 9. RECORDS

9.01 To the extent not otherwise covered by this Agreement, COUNTY and CDD shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes.

Section 10. ASSIGNMENT

10.01 The respective obligations of the parties shall not be assigned, in whole or in part without the written consent of the other party.

Section 11. DEFAULTND WAIVER

11.01 If either party fails to perform or observe any of the material terms and conditions of this Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from the other party, the party giving notice of default may be entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this Agreement. Failure of any party to exercise its right in the event of any

breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the other party. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

11.02 The waiver by COUNTY or the CDD of any breach of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent breach of the same or any other term, condition or covenant herein contained and no such waiver shall be effective unless in writing and signed by the party against whom enforcement thereof is sought. The consent and approval by COUNTY or the CDD to or of any act by the other requiring said consent or approval shall not be deemed to waive or render unnecessary such consent to or approval of any subsequent similar act.

Section 12. COMPLIANCE WITH LAWS

12.01 COUNTY and CDD shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

Section 13. VENUE, ATTORNEYS FEES, AND COSTS

13.01 Venue of any claim, objection or dispute arising out of this Agreement shall be in the appropriate court of competent jurisdiction in Palm Beach County, Florida.

13.02 If either party is required to employ the services of an attorney to resolve any dispute or disagreement arising directly or indirectly from or under this Agreement, to enforce any of the terms, provisions, covenants or conditions of this Agreement, or remedy any breach of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's attorney's fees charged for such services.

Section 14. AMENDMENT.

14.01 This Agreement may be modified in writing only by the mutual agreement of both parties in accordance with their respective laws, rules and procedures.

Section 15. GOVERNING LAW

15.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 16. ENTIRE AGREEMENT

16.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 17. SEVERABILITY

17.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 18. NOTICES

18.01 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice.

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

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

COUNTY: Palm Beach County

Attn: County Administrator

Copy To: Palm Beach County

Attn: County Attorney

Section 19. FILING WITH CLERK OF COURT

19.01 This Agreement shall be filed by the COUNTY with the Clerk of Court of Palm Beach County, Florida, in accordance with the requirements of Section 163.01, Florida Statutes. The date of such filing shall be the effective date of this Agreement.

(THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the AVENIR COMMUNITY DEVELOPMENT DISTRICT and PALM BEACH COUNTY have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to the Chapter 190 of the Florida Statutes

By: _____
Virginia Cepero, Chairperson

ATTEST:

Date: _____, 2024

Jason Pierman, Secretary

PALM BEACH COUNTY

BY: _____

NAME: _____

TITLE: _____

Date: _____, 2024

ATTEST:

NAME: _____

TITLE: _____

Approved as to form and
legal sufficiency

County Attorney

GRADE CROSSING MAINTENANCE AGREEMENT

THIS GRADE CROSSING MAINTENANCE AGREEMENT (this “Agreement”), effective as of _____, 202__ (the “Effective Date”), is between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business located at 500 Water St., Jacksonville, FL 32202, hereinafter called “CSXT,” and AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and a political subdivision of the State of Florida, hereinafter called “AGENCY”.

WITNESSETH:

WHEREAS, by that certain Construction Agreement entered into between the AGENCY and CSXT, dated _____, 2024, hereinafter referred to as the “Construction Agreement”, AGENCY will construct or cause to be constructed the Project (as defined in the Construction Agreement) which includes an at-grade public road known as Coconut Boulevard crossing across and over the tracks, right-of-way and property of CSXT, at CSXT’s Milepost SX 953.61, DOT No. 977004C, hereinafter referred to as the “CROSSING” and warning devices at the CROSSING, including the fixed signs, flashing lights, bells and gates (collectively the “WARNING DEVICES”); and

WHEREAS, upon completion of the Project, the AGENCY will use, maintain, repair, renew, replace and ultimately remove the CROSSING and WARNING DEVICES under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

- 1) The CROSSING includes but is not limited to, the track structure, grade

crossing surface, any railroad crossing warning signs, and automatic grade crossing warning devices which are, or might be, located within or adjacent to the above-described location. Upon completion of the Project, the CROSSING shall be thereafter maintained as provided herein at the sole cost and expense of the AGENCY.

- a) AGENCY shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event AGENCY fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at AGENCY's sole cost and expense.
 - b) CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the CROSSING, at AGENCY's sole cost and expense.
 - c) AGENCY shall not undertake any alteration, modification or expansion of the CROSSING, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations and/or maintenance of its property, track or facilities and shall be reimbursed by AGENCY for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration and/or maintenance.
- 2) Notwithstanding any rights granted to the AGENCY herein, CSXT reserves the right to perform all work required on CSXT's property and right-of-way at the

CROSSING including construction, drainage, lighting and vegetation management, in which event AGENCY shall pay CSXT the entire cost and expense of labor, materials and equipment furnished by CSXT in performing such work. CSXT agrees to furnish AGENCY with at least seven (7) days written notice that any such work is to be performed by CSXT, except in those instances when CSXT reasonably determines that notice is not practicable and immediate action by CSXT is required.

3) The CROSSING shall be used for public at-grade road crossing purposes only and no utility (including telecommunications facilities, pipes, wires, cables) or other line or structure, materials, vegetation or other improvements shall be placed in, on or over the CROSSING without the previous consent in writing of CSXT and the execution of such additional agreements as CSXT deems necessary.

4) This Agreement shall terminate immediately on the date of termination of the easements rights granted and conveyed by CSXT to the AGENCY pursuant to that certain Deed of Easement granted by CSXT to Agency and recorded in the records of Palm Beach County, Florida.

5) RESERVED.

6) Unless otherwise specified in this Agreement or the Project Agreement, the cost of and liability for installation, construction, maintenance, replacement and removal of all facilities at the CROSSING, including but not limited to the track structure, any railroad crossing warning signs, crossing surfaces and automatic crossing warning devices, whether performed by the AGENCY or CSXT, shall be the sole responsibility of the AGENCY.

7) The WARNING DEVICES at the CROSSING are (or will be, after construction by CSXT pursuant to the Construction Agreement) a Type IV Class III installation as defined in the Florida Department of Transportation Schedule of Signal

Installations by Type and Class attached hereto as Exhibit B.

The AGENCY shall pay unto CSXT annually the annual cost of maintenance of said WARNING DEVICES as provided in the Florida Department of Transportation's SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES, as may in the future be revised or amended, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. The annual cost of maintenance is due on the anniversary date of the Effective Date of this Agreement.

The WARNING DEVICES shall remain at the CROSSING SITE until the Florida Department of Transportation ("FDOT") decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change their operations.

8) Pursuant to the Construction Agreement, CSXT will install a eighty-one foot (81') crossing surface at the CROSSING (the "SURFACE"). On each anniversary of the Effective Date until termination of this Agreement, AGENCY shall pay an annual fee to CSXT in the amount of **FIVE THOUSAND FIFTY-SIX AND 00/100 DOLLARS** (\$5,056.00), towards the ongoing maintenance of the SURFACE (the "Annual Surface Fee"). The Annual Surface Fee shall be increased each year in accordance with Section 9.

9) The Annual Warning Device Fee and Annual Surface Fee ("Annual Fees") shall be adjusted on an annual basis by three percent (3%) per annum.

10) When CSXT determines that the replacement of the SURFACE is more economical than its continued maintenance, CSXT shall have the exclusive option to replace the SURFACE with its standard timber and asphalt surface. In the event AGENCY requests that CSXT install a different type of grade crossing surface and CSXT agrees to

do so, the difference in cost between the then current estimated replacement cost of CSXT's standard timber and asphalt surface and the AGENCY's requested surface type shall be the sole responsibility of the AGENCY.

11) The AGENCY shall, at its sole expense, maintain and replace the remainder of the road on either side of the SURFACE within CSXT's right-of-way at the CROSSING, plus any paving which may be located between the ends of the ties. AGENCY shall perform such work in accordance with the time and operational requirements of CSXT. The AGENCY will give prior notice to CSXT of all work to be performed by it at or near the CROSSING and no such work shall be performed by AGENCY without the prior approval of CSXT and the execution of such additional agreements as CSXT deems necessary. All work performed by the AGENCY shall be conducted at such times and in such manner as to not interfere or impede the operations of CSXT. CSXT shall provide a construction watchman or other protective services at the CROSSING while work is being performed by the AGENCY under the provisions of this Agreement, at the sole expense of the AGENCY (at the time of this Agreement, the rate for this service is approximately \$1,680.00 per day).

12) The AGENCY agrees, acknowledges and understands that CSXT reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING. CSXT shall be reimbursed by AGENCY for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such changes or alterations. The AGENCY agrees to promptly relocate any AGENCY facilities to accommodate any CSXT changes within thirty (30) days of a request by CSXT to do so, at AGENCY's sole cost and expense.

AGENCY may request a reasonable extension beyond this thirty (30) day period, which CSXT will make every effort to grant provided that the removal or relocation of AGENCY facilities is not necessary, in CSXT's discretion, for CSXT to maintain its common carrier obligations to provide rail service safely and efficiently.

13) The AGENCY agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING. Such facilities must first be approved by the CSXT and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the CSXT, depending upon the location of such drainage facilities and type, size, depth and other specifications of the proposed facilities.

14) Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of the road crossing shall be installed, maintained and replaced at or near this CROSSING by and at the sole cost of AGENCY.

15) Facilities at or near the CROSSING that are not specifically covered by this Agreement, including but not limited to pedestrian walkways, may not be constructed by AGENCY at or near the CROSSING without the prior written approval of CSXT, which approval is in CSXT's sole discretion. The cost and liability for such facilities, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of AGENCY.

16) If at any time CSXT, at AGENCY's request, performs work required to be performed by AGENCY hereunder, the cost and liability for such work arising out of claims for personal injury or death or damage to property of any person or persons whomsoever,

to the extent caused by the intentional or negligent acts or omissions of the AGENCY, shall be the sole responsibility of AGENCY.

17) The AGENCY further covenants to pay CSXT, within thirty (30) days after presentation of the same, all invoices submitted by CSXT under this Agreement. Failure to promptly pay to CSXT amounts billed as due under this Agreement shall constitute default by the AGENCY. In the event the AGENCY fails to pay CSXT any sums due to CSXT under this Agreement, AGENCY shall pay CSXT an interest rate at the lesser of 1.0% per each month of delinquency or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full. In the event AGENCY fails to comply with any of the other terms and conditions of this Agreement, then, at the option of CSXT, CSXT may elect, by delivery of notice to AGENCY, not to perform CSXT's obligations under this Agreement, up to and including closing the crossing, until the AGENCY cures any such default to CSXT's satisfaction.

18) At the termination of this Agreement as provided above, all rights of the AGENCY shall terminate and the AGENCY shall remove, under CSXT's supervision and direction, at AGENCY's entire cost and expense, said road and all non-CSXT-owned improvements placed upon the CSXT's right-of-way and restore the ground to its original condition.

19) To the fullest extent permitted by state law, the AGENCY shall indemnify, defend and hold harmless CSXT for assessments or other charges of any kind whatsoever against the CSXT at any time for any portion of public improvements installed on or within two hundred (200) feet of the CROSSING arising out of the existence of the CROSSING.

20) The AGENCY shall not in any way, or at any time, interfere with or obstruct

CSXT's right-of-way, the movement of CSXT's trains and other railroad operations, or interfere with the CSXT's use thereof, or the use thereof by CSXT's assigns, invitees, lessees or licensees.

21) To the fullest extent permitted by state law, the AGENCY shall, and shall require its contractor to, indemnify, defend and hold harmless CSXT, its affiliates, officers, directors and employees from any and all suits, claims, liability, losses, damages, expenses and costs (including reasonable attorney's fees) incurred by or asserted against CSXT whether for personal injury or death or damage to property of any person or persons whomsoever, to the extent relating to, resulting from or arising out of any future maintenance or replacement of the CROSSING by AGENCY, the performance of work by AGENCY hereunder, the negligent acts or omissions of AGENCY, or the use of the CROSSING or AGENCY facilities, including but not limited to pedestrian walkways, at or near the CROSSING. The AGENCY shall have no indemnification obligation for the negligent acts or omissions or the intentional, wrongful acts of CSXT. Nothing in this Agreement shall be construed as a waiver of the protections, immunities, and limitations of liability afforded the AGENCY pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

22) At least thirty (30) days prior to AGENCY's performance of any work in connection with the CROSSING, AGENCY's performance of any work in connection with the CROSSING, AGENCY or its contractor shall notify CSXT or its authorized representative. CSXT shall review AGENCY's request for approval and/or authorization to proceed. Such approval and/or authorization to proceed shall include (if applicable) the execution of such additional agreement(s) as CSXT deems necessary and CSXT's requirement to furnish protective services including but not limited to flagmen,

construction watchmen, field construction inspectors, etc. ("Protective Services") for the protection of CSXT's employees, property and train operations with respect to AGENCY's work activity. Any such Protective Services shall be furnished at AGENCY's sole cost and expense (at the time of this Agreement, the rate for this service is approximately \$1,680.00 per day). AGENCY shall abide by all instructions of CSXT's Regional Engineer, or his or her authorized representative, in the performance of any work at the CROSSING.

In addition to, but not in limitation of any of the foregoing provisions, if at any time CSXT should deem it necessary to place Protective Services for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING, CSXT shall have the right to place such Protective Services, or other persons, at the sole cost and expense of the AGENCY. The furnishing or failure to furnish Protective Services, or other persons, by the CSXT under this paragraph, however, shall not release AGENCY from any and all other liabilities assumed by AGENCY under the terms of this Agreement, including its obligations under Paragraph 20 hereof.

23) Installation, maintenance and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING shall be the sole responsibility and cost of the AGENCY, and at its sole expense.

24) The AGENCY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

25) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

26) This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

27) Upon completion of the Project and except as otherwise provided in this Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent with, any provision in any of the Project Agreement, the provision contained in this Agreement shall govern and control.

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IN WITNESS WHEREOF, the CSXT and the AGENCY have caused this instrument to be executed in their corporate names in duplicate the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Virginia Cepero, Chairman
Board of Supervisors

Title: _____

ATTEST:

By: _____
Jason Pierman, Secretary

Date: _____, 2024

CSX TRANSPORTATION, INC.

By: _____

Name: _____

Date: _____, 2024

EXHIBIT "A"
**SCHEDULE OF ANNUAL COST OF AUTOMATIC
HIGHWAY GRADE CROSSING TRAFFIC CONTROL
DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	2-Quadrant Flashing Lights with One Track	\$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,158.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,600.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$8,930.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2016 and will be reviewed every 5 years and revised as appropriated based on the Consumer Price Index for all Urban consumers published by the U.S. Department of Labor.

EXHIBIT “B”
FLORIDA DEPARTMENT OF TRANSPORTATION

Listed Below are signal installations by type and class:

FLASHING SIGNALS - ONE TRACK

Type = 1, Class = 1

FLASHING SIGNALS - MULTIPLE TRACKS

Type = 1, Class = 2

FLASHING SIGNALS AND CANTILEVER - ONE TRACK

Type = 2, Class = 1

FLASHING SIGNALS AND CANTILEVERS - MULTIPLE TRACKS

Type = 2, Class = 2

FLASHING SIGNALS AND GATE - ONE TRACK

Type = 3, Class = 3

FLASHING SIGNALS AND GATE - MULTIPLE TRACKS

Type = 3, Class = 4

FLASHING SIGNALS AND GATE WITH CANTILEVER - ONE TRACK

Type = 4, Class = 3

FLASHING SIGNALS AND GATE WITH CANTILEVER - MULTIPLE TRACKS

Type = 4, Class = 4

TYPE OF TRAFFIC CONTROL DEVICES

- I Flashing signals
- II Flashing signals with cantilevers
- III Flashing signals with Gate
- IV Flashing signals with cantilevers & gate

CLASS OF TRAFFIC CONTROL DEVICES

- I Flashing signals - one track
- II Flashing signals - multiple track
- III Flashing signals & gates - one track
- IV Flashing signals & gates - multiple track

FDOT-Type-Clas

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into _____, by and between **MCImetro ACCESS TRANSMISSION SERVICES LLC**, a Delaware Limited Liability Company ("**Utility**"), having an address at 600 Hidden Ridge, Irving, Texas 75038, and **AVENIR DEVELOPMENT, LLC** ("**Reimbursor**"), a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes, having an address at 2501A Burns Road, Palm Beach Gardens, Florida 33410. The signatories to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

1. Reimbursor has requested that Utility relocate its facilities within the Reimbursor's right-of-way (the "**Project**") in connection with work to be performed by Reimbursor.
2. Reimbursor will pay Utility for work it performs in support of the Project as set forth in **Exhibits A and B** attached hereto (the "**Payment**").

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Reimbursor agrees that:
 - (a) **Exhibit A**, attached hereto and made a part hereof, represents the scope of work for the Project;
 - (b) consistent with Section 3 below, Reimbursor shall bear all actual costs ("**Costs**") incurred by Utility, as set forth in **Exhibit B** hereto, and relating to any construction by Utility in connection with the Project, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes, travel expenses, railroad right-of-way access and flagging fees, permit fees, legal fees and other reasonable out of pocket expenses;
 - (c) it waives any and all delay damage claims, except if caused solely by the gross negligence or willful misconduct of Utility;
 - (d) Utility's work associated with the Project shall not be deemed a betterment nor shall there be any salvage value in any of Utility's facilities removed or decommissioned;
 - (e) Utility shall not be required to place its facilities in the ground or on structures that do not meet Utility's engineering standards or where Reimbursor cannot provide sufficient documentation that it has secured necessary property rights, easements or other right-of-way rights for Utility to place its facilities in the designated location;
 - (f) Utility may, in its sole discretion, abandon in place portions of its facilities for removal and disposal by Reimbursor;
 - (g) if needed by Utility, Reimbursor shall provide access to, and flagging at no charge for, public or railroad right-of-way; and
 - (h) Utility may recover from Reimbursor reasonable attorneys' fees and costs from any and all actions Utility brings to collect amounts owed by Reimbursor under this Agreement.
2. Reimbursor may, at its own expense, inspect construction Utility performs in connection with the Project.
3. The total cost of the Project is estimated not to exceed the amount set forth in **Exhibit B** hereto. Reimbursor shall remit to Utility advance payment specified in **Exhibit B** (the "**Advance Payment**") upon execution of this Agreement. **No work will be done on the Project until Utility**

receives the Advance Payment from Reimbursor. Utility will charge Reimbursor only for its Costs incurred for the Project. Reimbursor acknowledges and agrees that this amount is an estimate and shall not be construed as limiting the amount Utility is to be reimbursed by Reimbursor under this Agreement. Utility shall provide notice to Reimbursor when Utility becomes aware that Costs will exceed the estimate by more than ten percent (10%). Utility's failure to provide such notice shall not release Reimbursor from its obligations under this Agreement in any respect unless Reimbursor can demonstrate that it would have modified or abandoned the Project in light of the increase in Costs.

4. Reimbursor may direct Utility in writing to stop work on the Project, and in such event, Utility shall be entitled to properly protect its facilities before stopping work, and Reimbursor shall be responsible to utility for Costs incurred by Utility prior to receipt of such stop work notice, Costs incurred by Utility in protecting its facilities after receipt of such stop work notice, and Project wind-down costs incurred by Utility.
5. Following completion of the Project, Utility shall make an accounting of final, unpaid, actual Costs of the Project and provide Reimbursor with a copy of the accounting and an itemized invoice therefor. If the final Cost is less than the Advance Payment, then Utility will promptly refund Reimbursor for the difference. If the final Cost is more than the Advance Payment, Reimbursor agrees to pay Utility for such additional Costs within thirty (30) days after receipt of the itemized invoice from Utility.
6. Reimbursor shall perform no work within ten (10) feet on either side of the Reimbursor's facilities in the Project Area until the Project has been completed or as otherwise mutually agreed by Reimbursor and Utility. If any such work is performed, Utility has a right to have an inspector on site during such work, and Utility's inspector may order Reimbursor, its employees, agents, representatives and contractors (for purposes of this Section 6, collectively, "Reimbursor") to immediately stop work if such work is placing Utility's facilities in imminent harm, and Reimbursor shall immediately comply with such order. Subject to the limitation set forth in this Section 6, Reimbursor shall give written notice to Utility at least forty-eight (48) hours, excluding Saturday, Sunday and legal holidays, in advance of commencement of any work in the immediate Project area. The notice shall be given to those individuals listed in the contacts section of **Exhibit A**. In the event of an emergency, Reimbursor shall provide telephonic notice to MCI at 1-800-MCI-WORK upon Reimbursor's discovery of the emergency.
7. The obligations of Utility are subject to force majeure and Utility shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, including, without limitation, the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war, civil disorder or acts of terrorism; or any other cause beyond the reasonable control of Utility.
8. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
9. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

10. The direct damages that a Party may be liable for to the other Party under this Agreement shall not exceed the total amount paid to Utility under the Agreement.
11. This Agreement together with its Exhibits constitutes the entire agreement between the Parties and supersedes all contemporaneous or prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be modified, supplemented or amended unless any such modification, supplement or amendment is incorporated into the Agreement via valid amendment signed by the authorized representatives of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and exchange of signatures via facsimile or Adobe Acrobat portable document file (.PDF file extension) shall have the same force and effect as execution and exchange of originals. Each Party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each Party has the express authority to do so and, in so doing, to bind such Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(signatures on next page)

for Reimbursor

**AVENIR COMMUNITY DEVELOPMENT
DISTRICT**

Virginia Cepero, Chairperson
2501A Burns Road
Palm Beach Gardens, FL 33410
vc@landstardevelopment.com

Date: _____

for Utility

**MCIMETRO ACCESS TRANSMISSION
SERVICES LLC.**

Dan Higgins
Dir-Prog & Proj Mgmt
600 Hidden Ridge
Irving, TX 75038
Phone: (908) 559-1770
Email : daniel.higgins@verizon.com

Date: _____

Federal Tax ID#: 81-5026034

Billing Contact:

Virginia Cepero, Chairperson
2501A Burns Road
Palm Beach Gardens, FL 33410
(305) 447-7494
Phone: (305) 461-2440
E: vc@landstardevelopment.com

Exhibit A

PROJECT WORK DESCRIPTION.

Project No R40172-001

On Northlake Blvd in the vicinity of Avenir Dr and Coconut Blvd in unincorporated Palm Beach County, a new housing subdivision, Avenir, is under construction. In order to accommodate the increase in traffic, the developer is required to widen the roadway and add turning lanes. This will result in a conflict with approximately 16,000 linear feet of existing Verizon conduit which contains an 864 BH cable running between the Adelphia Northlake hub and the ANI Dow Ln hub.

SCOPE AND SPECIFICATIONS OF WORK.

Design Engineer permit and complete relocation of Verizon fiber optic cable per scope of work to relocate approximately 16,000 linear feet of 864 FOC, 16,000 linear feet of 2" conduit, and the associated handholes, marker posts, etc in the vicinity of Northlake Blvd and Coconut Blvd for the new Housing development, Avenir. The relocation is required in order to relieve Verizon facilities from being in conflict with entrance and exit turn lanes as well as road widening requirements for the subdivision's developer.

CONTACTS:

Utility:

Agreements:

Bradley Duhe
Sr. Consultant - ROW
600 Hidden Ridge
Irving, TX 75038
(972) 457-7910
bradley.duhe@verizon.com

Engineer:

Donovan Carr
Engr III Spec-Ntwk Eng&Ops
Reports to : Harris L
Richardson Jr
M: 954-213-1959
E: donovan.carr@verizon.com

Manager:

Harris L Richardson Jr
Assoc Dir- Outside Plant
Verizon Network Ops & Eng
O: 817-301-9193
harris.richardson@verizonwireless.com

Manager:

Dina Dye
Right of Way Manager
Sr. Manager - Ntwk Reg/RE
972-457-8337
dina.dye@verizon.com

Reimbursor:

Virginia Cepero, Chairperson
2501A Burns Road
Palm Beach Gardens, FL 33410
(305) 447-7494
Phone: (305) 461-2440
E: vc@landstardevelopment.com

Exhibit B



OUTSIDE PLANT CONSTRUCTION

COST ESTIMATE (ACTIVE APPROVED)

02/28/2024

Project/AFE #: R40172-001	Revision: 2	Date Prepared:	09/13/2022
Title	WEST PALM BEACH FL RCUP NORTHLAKE BLVD	Engineer:	DONOVAN CARR
Site Code:	LRFOFL	Manager:	HARRIS RICHARDSON
Investigation#:	12297-2022	City:	LANTANA
Disposition:	REFUNDABLE CUP	State:	FL
		Footage Impact:	15,640

DESCRIPTION OF WORK

Design Engineer permit and complete relocation of Verizon fiber optic cable per scope of work to relocate approximately 18kf of 864 FOC, 16kf of 2" conduit, and the associated handholes, marker posts, etc in the vicinity of Northlake Blvd and Coconut Blvd for the new Housing development, Avenir. The relocation is required in order to relieve Verizon facilities from being in conflict with entrance and exit turn lanes as well as road widening requirements for the subdivisions developer.

SCHEDULE

Eng. Start:	05/01/2022	Const. Start:	09/30/2022
Eng. Complete:	08/15/2022	Const. Complete:	12/30/2024

SUMMARY OF ESTIMATED COSTS

A):	ENGINEERING:	\$29,901.50
B):	INSPECTION SERVICES:	\$0.00
C):	FURNISHED MATERIALS:	\$101,908.00
D):	CONTRACTOR UNIT PRICE SCHEDULE:	\$214,427.08
E):	SPlicing LABOR:	\$74,304.00
F):	TOTAL:	\$420,540.58

CONSTRUCTION CONTRACT
(Roadway Improvements)

BY THIS AGREEMENT (herein called the “General Conditions” or “Agreement”) made this _____ day of _____, 2024 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called “CDD”) whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and H AND J CONTRACTING, INC., a Florida corporation (herein called “Contractor”) whose address is 3160 Fairlane Farms Road, Wellington, FL 33414, agree as follows (each a “Party” and together “Parties”):

ARTICLE 1. GENERAL: Palm Beach County Board of County Commissioners (herein called “County”) owns the property known as **NORTHLAKE BOULEVARD WIDENING INTERIM CONNECTION TO SPINE ROAD PHASE 5** as described in **Exhibit “A”**. CDD, under County Permit, and Contractor wish to establish a general agreement of terms and conditions under which Contractor’s work will be conducted.

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

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

(c) This is a fixed price contract whereby Contractor agrees to perform Work specified herein in accordance with Plans and Specifications for a maximum price of **TWO HUNDRED TWENTY THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS AND 00/CENTS (\$220,324.00)**, (herein called “Contract Price”) and in accordance with payment based on the schedule of values listed in **Exhibit “F”**. Contractor will commence Work after receiving written

CDD _____ Contractor _____

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

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

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

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

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

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

CDD _____ Contractor _____

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

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

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

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

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

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

CDD _____ Contractor _____

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

ARTICLE 10. COMMENCEMENT AND COMPLETION OF WORK:

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

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

Payment Requests shall be delivered no later than the 25th day of each month in which Contractor requests a payment. Contractor shall not submit Payment Requests more frequently than once per month. CDD shall have a period of fifteen (15) days after receipt of a proper Payment Request in

CDD _____ Contractor _____

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

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

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

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

CDD _____ Contractor _____

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

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

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

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

CDD _____ Contractor _____

Contractor shall only serve to extend the Completion Date and shall not entitle the Contractor any increase in the Contract Price, except as specified in Article 10 above.

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

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

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

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

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

ARTICLE 19. **INSURANCE:**

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

CDD _____ Contractor _____

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

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

CDD _____ Contractor _____

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

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

CDD _____ Contractor _____

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

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

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

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

CDD _____ Contractor _____

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

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

ARTICLE 25. CLEAN-UP AND PRESERVATION: Contractor agrees to remove from the Project, as often as directed by CDD, all rubbish, debris and surplus material which may accumulate from the prosecution of the Work. Contractor agrees to maintain the construction site in a clean, professional and orderly fashion. Contractor, at its expense, agrees to remain responsible for the preservation and protection of the Work during any work stoppages or delays and further agrees to protect the Work from deterioration and/or damage until such time as the Work is accepted in writing by CDD and the Final Payment is made. CDD's acceptance of the Work shall not constitute a waiver

CDD _____ Contractor _____

of any claims for defective or non-complying Work.

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

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

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

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

With Copy To: **BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale FL 33301

CDD _____ Contractor _____

Att: Michael J. Pawelczyk, Esq., District Counsel

To Contractor: **H AND J CONTRACTING, INC.**
3160 Fairlane Farms Road
Wellington, FL 33414
Att: Jeremy Rury

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

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

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

ARTICLE 30. MISCELLANEOUS:

- (a) Time is of the essence for all Contractor's obligations under the Contract.
- (b) Contractor shall not pledge, transfer, encumber or assign its rights under the Contract or any part thereof or interest therein.
- (c) Only the CDD or its assignee and/or assignees, the Contractor and any indemnified Parties described in the Contract shall be entitled to the benefits of the Contract, and no other Party shall be deemed a third-party beneficiary under the Contract nor be entitled to enforce the terms of the Contract.

CDD _____ Contractor _____

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

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

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

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

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

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

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

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

ARTICLE 31. CONTRACTOR'S INVESTIGATIONS AND REPRESENTATIONS:

(a) Contractor represents that it is fully qualified and licensed to perform this Contract, and acknowledges that, prior to the execution of this Contract, it has (A) by its own independent investigation ascertained (i) the work required by this Contract, (ii) the conditions involved in performing the work, and (iii) the obligations of this Contract and the Contract Documents; (B)

CDD _____ Contractor _____

verified all information furnished by CDD & CDD's Engineer included by not limited to plans, specifications, soil test, environmental and archeological audits satisfying itself as to the correctness, implications and accuracy of that information. Any failure by Contractor to independently investigate and become fully informed will not relieve Contractor from its responsibilities hereunder.

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

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

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

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

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

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

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

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

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

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

CDD _____ Contractor _____

ARTICLE 32. PROVISIONS APPLICABLE TO THE CDD AS A PUBLIC ENTITY

§ 32.1 PAYMENT AND PERFORMANCE BOND:

Contractor acknowledges and agrees that the CDD is a local unit of special-purpose government organized under the provisions of Chapter 190, Florida Statutes. Accordingly, 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 as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes, which the parties agree Exhibit E satisfies. The Performance Bond must be callable by Owner. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the CDD's Engineer and all Notices to Owner, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the CDD's Engineer.

§ 32.2 SCRUTINIZED COMPANY CERTIFICATION:

Contractor hereby swears or affirms that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes Contractor further affirms that:

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

The scrutinized company list is maintained by the State Board of Administration and available at
CDD_____ Contractor_____

§ 32.3 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 CDD to perform the services or work set forth in this Agreement; and
 2. Upon the request of the CDD's custodian of public records, provide the CDD 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
 4. Upon completion of the Agreement, transfer, at no cost to the Owner, all public records in possession of the Contractor or keep and maintain public records required by the CDD to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the CDD 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 CDD'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 CDD pursuant to Section 119.0701(3), Florida Statutes. If notified by the CDD of a public records request for records not in the possession of the CDD but in possession of the Contractor, the Contractor shall provide such records to the CDD 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 CDD within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD**

CDD _____ Contractor _____

PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (305) 777-0761
EMAIL: barbara@sdsinc.org

§ 32.4 E-VERIFY:

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

§ 32.5 SOVEREIGN IMMUNITY:

The Contractor acknowledges that CDD 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 Statute, and is afforded the protections, immunities, and limitations of liability afforded the CDD thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any parts, or assignee thereof, to which sovereign immunity may be applicable.

§ 32.6 NO PREFERENCES:

Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the CDD may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

§ 32.7 DAMAGES

Contractor acknowledges that if there is a delay in the completion of the Project, the CDD will suffer damages that would be difficult or impossible to calculate, but that may include lost rent, additional interest expense, breach of agreements with third parties, and damage to its reputation. Contractor shall be liable to CDD in the amount of \$1,000.00 for each calendar day Contractor fails to achieve Substantial Completion of each phase of the work defined above. In addition to the foregoing, Contractor shall be liable to CDD in the amount of \$1,000.00 for each calendar day Contractor fails to achieve Substantial Completion of the entire project by the Final Substantial Completion Date.

ARTICLE 33.

TERMINATION BY THE CDD FOR CONVENIENCE

CDD _____ Contractor _____

If CDD terminates the Contract for convenience, then the CDD will pay Contractor for all labor and material incurred up to the date of termination.

CDD_____ Contractor_____

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

WITNESSES:

AVENIR COMMUNITY

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

Print
Name: _____

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

Print
Name: _____

Dated: _____

WITNESSES:

CONTRACTOR:

H AND J CONTRACTING, INC., a Florida corporation

Print
Name: _____

By: _____
Name: Jeremy Rury
Title: Vice President

Print
Name: _____

Dated: _____

EXHIBIT "A"

"PROJECT DESCRIPTION"

Construct Panther National Boulevard (aka Spine Road Phase 5) interim driveway connection to Northlake Boulevard.

EXHIBIT “B”

“WORK DESCRIPTION”

The Scope of Work for the Avenir Spine Road Phase Four infrastructure includes but it is not limited to the following items:

- Installation and implementation of a pollution prevention system to meet NPDES requirements.
- Installation of the paving and related work, pavement markings and signage.
- Field surveying, construction layout and as-builts necessary to perform the scope of work listed above and in accordance with the Plans and Specifications described below as prepared by the Engineer or as may be modified at the direction of the CDD or applicable regulatory permitting agencies.
- Densities and testing required to certify the compaction of the Work (Contractor to coordinate with testing lab all the required inspections and testing as necessary to obtain final certification of the Work).
- Cleaning and testing of utilities as required by permitting agencies.
- Final inspections and certifications of the improvements as required by permitting agencies.

EXHIBIT “C”

“PLANS AND SPECIFICATIONS”

Following is the Index of Drawings and Specifications:

1. Northlake Blvd & Panther National Blvd Interim Driveway Connection, Project Number 202119, dated 5/16/2023.

EXHIBIT "D"

"SCOPE OF WORK"

PAVING AND RELATED WORK, PAVEMENT MARKINGS AND SIGNAGE, SIDEWALKS, ASPHALT PATH

SCOPE

It is the intention of this section of the specifications to provide for the furnishing of all labor, equipment and materials and in performing all operations in connection with paving, base course, subgrade, shoulders and other related work, as shown on the Plans and in accordance with these specifications.

SPECIFICATIONS

The specifications shall be the current edition of the following:

- Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- City of Palm Beach Gardens Land Development Regulations and described in the City's Code of Ordinances.
- "Traffic Operations Standards," Florida Department of Transportation.
- "Manual of Uniform Traffic Control Devices" (MUTCD), United States Department of Transportation.

It is the Contractors responsibility to obtain a copy of those specifications.

FIELD SURVEYING

- A. Contractor will provide and pay for all field surveying services required for layout and as-builts of all subcontractor's work in its entirety.
- B. Contractor shall be responsible for all restaking.
- C. Contractor shall provide as-built for the paving and related work, as required by all governmental agencies and CDD's Engineer in order to attain final certifications of this project by all permitting agencies.
- D. CDD will provide on a one-time basis, permanent reference monuments for the subcontractor's use.
- E. Contractor shall locate and protect control points prior to starting the work and preserve all permanent referenced points during construction. Contractor shall:

CDD _____ Contractor _____

1. Make no changes or relocations without prior written notice to CDD's Engineer.
2. Report to CDD's Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
3. Require Contractor's surveyor to replace project control points which may be lost or destroyed. Establish replacements based on original survey control.

TESTING

- A. Contractor will employ and pay for the services of any certified independent testing laboratory ("Laboratory"). Contractor will schedule and coordinate all the required testing with a certified independent testing laboratory ("Laboratory") designated by OWNER.
- B. Testing laboratory inspection shall consist of all work that is required to be sampled and tested in accordance with all specifications and as required by CDD's Engineer and Governmental Agencies to include but not be limited to the following:
 1. Topsoil removal: Adequacy of removal.
 2. Fill and Compaction Control as required by Engineer for miscellaneous purposes.
- C. Contractor shall cause the Laboratory to:
 1. Cooperate with CDD's Engineer and CDD and provide qualified personnel.
 2. Perform all specified inspections, sampling and testing of materials and methods of construction; comply with all specified standards and ascertain compliance of materials with requirements of Contract Documents.
 3. Promptly notify CDD's Engineer and CDD of observed irregularities or deficiencies of work.
 4. Promptly submit written report of each test and inspection; one copy each to CDD's Engineer, OWNER, Contractor, and CDD's copy to Record Documents File. Each report shall include:
 - a. Date issued.
 - b. Project title and number.
 - c. Testing laboratory name, address and telephone number.
 - d. Name and signature of laboratory technician.
 - e. Date and time of sampling or inspection.
 - f. Record of temperature and weather conditions.
 - g. Date of test.
 - h. Location of sample or test in the Project.
 - i. Type of inspection or test.
 - j. Results of test and compliance with Contract Documents.
 - k. Interpretation of test results, when requested by CDD's Engineer.
 - l. Be certified to CDD and CDD's successors and assigns (including the Avenir Community Development District and any builder designated by OWNER).

CDD _____ Contractor _____

5. Perform additional test as required by CDD's Engineer or OWNER.

SPECIAL PROVISIONS

1. The contractor shall submit a list of all subcontractors, if any, who will be performing the work. The list shall designate the type of work they will be performing. Subsequent to the award of this contract, any changes in subcontractors will require the approval of the CDD's Engineer and OWNER.
2. Prior to commencing construction, a pre-construction conference will be held with the CDD, CDD's Engineer, CDD's Surveyor and the Contractor.
3. All testing shall be a part of this Contract. If the test results indicate noncompliance with the requirements of the plans and specifications, the Contractor shall pay for all re-testing of materials. The Contractor shall be responsible for adequate notification to applicable agencies.
4. The Contractor shall maintain reasonable drainage of critical areas continuously.
5. The Contractor shall perform his work expeditiously and in no way hamper the progress of others who may be working in the immediate area.
6. The Contractor has familiarized himself with the entire area and is fully aware as to the extent of work necessary to complete the Scope of Work under this Contract.
7. The Contractor shall supply all equipment, labor, material and full time supervision to complete this contract in the most efficient and expeditious manner. The full time foreman must be able to make decisions and carry out the request of the CDD's superintendent.
8. The CDD will furnish six (6) complete sets of plans and specifications without additional cost to the Contractor. If required, additional sets will be furnished for a fee of fifty dollars. (\$50.00).
9. The CDD reserves the right to require the Contractor to remove from the site any personnel or equipment which the CDD deems to be nonproductive and to refuse to pay for any personnel or equipment not removed.
10. Contractor shall provide all labor and equipment necessary to remove all debris as a result of this Contract and shall dispose of this debris offsite.

EXHIBIT "E"

"CONSTRUCTION SCHEDULE"

Contractor agrees to perform the work and receive Substantial Completion by June 30, 2024.

EXHIBIT “F”

“SCHEDULE OF VALUES”

(See Attached)

H & J Contracting, Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	Contact:	Carlos Ballbe'
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	954-491-7811
Project Name:	Northlake Boulevard Interim Connection-REVISED	Fax:	
Project Location:	Avenir	Bid Number:	
		Bid Date:	01/04/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
General Conditions						
	100	Mobilization	1.00	LS	\$5,000.00	\$5,000.00
	102	Construction Layout And As-Built Survey	1.00	LS	\$7,650.00	\$7,650.00
	106	MOT	1.00	LS	\$10,000.00	\$10,000.00
	108	Geotechnical Testing	1.00	LS	\$5,200.00	\$5,200.00
Total Price for above General Conditions Items:						\$27,850.00
Erosion Control						
	120	Silt Fence	800.00	LF	\$2.00	\$1,600.00
	122	Silt Fence Maintenance	2.00	MO	\$1,800.00	\$3,600.00
Total Price for above Erosion Control Items:						\$5,200.00
Site Prep And Mass Grading						
	200	Clear And Grub ROW	1.00	LS	\$5,000.00	\$5,000.00
	202	Cut To Fill/Balance Site	1.00	LS	\$2,600.00	\$2,600.00
	204	Site Grading Rough	1.00	LS	\$10,700.00	\$10,700.00
	206	Site Grading Fine	1.00	LS	\$19,800.00	\$19,800.00
Total Price for above Site Prep And Mass Grading Items:						\$38,100.00
Paving						
	300	12" Stabilized Subgrade, LBR40	2,200.00	SY	\$11.00	\$24,200.00
	302	8" FDOT Rock Base, LBR100	1,820.00	SY	\$22.60	\$41,132.00
	304	1-1/2" Asphalt Bottom Lift, Type SP	1,820.00	SY	\$19.50	\$35,490.00
	306	1" Asphalt Top Lift, Type FC	1,820.00	SY	\$18.60	\$33,852.00
	308	Striping And Signage	1.00	LS	\$14,500.00	\$14,500.00
Total Price for above Paving Items:						\$149,174.00

Total Bid Price: \$220,324.00

Notes:

- This proposal is based on plans and specifications prepared by BALLBE & ASSOCIATES entitled NORTHALEK BLVD. & PANTHER NATIONAL BLVD. INTERIM DRIVEWAY CONNECTION dated 05/16/23, with revision through 10/20/2023, and subject to the following provisions.
- The prices included herein do not include cost of payment and performance bonds, permits, engineering, or testing.
- Prices quoted do not include excavation or disposal of hardpan, rock, muck or other undesirable materials or backfill replacement for same with suitable fill material. If required, said work may be performed on an equipment rental basis.
- Any trees requested by Customer to remain after initial clearing operation will become the responsibility of Customer to protect, trim and relocate or remove (if required).
- Protecting, supporting or relocating any utility poles is not included.
- Changes in labor classification, or assignment of work by anyone other than H & J, will establish a basis for renegotiation of prices set forth in this contract. At the sole option of H & J, this contract may be cancelled in the event that said changes occur.
- Unless otherwise agreed, any additional expense, not covered by this quotation, which are incurred by H & J as a result of: utility conflicts, adverse weather, interruptions in work, or delays or damages caused by other contractors. will be borne by the customer.
- This contract shall govern in all cases of dispute unless other project documents are received and accepted in writing by H & J.
- Unless otherwise agreed herein, payment terms are net cash upon receipt of H & J's invoice. All monies not paid when due shall bear interest at the maximum rate allowed by law. Progress payments will be made on a monthly basis.

- If an agent and/or attorney is employed by H & J for collection of any delinquent payment(s), the customer agrees to pay, in addition to the service charge, all fees for the services of such agent and/or attorney (including but not limited to all fees and legal costs).
- This quotation and agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws. Venue of all proceedings shall be in Palm Beach County, or Broward County, Florida.
- This proposal is prepared based on utilizing standard heavy construction equipment and practices for excavations, infill, and compaction operations. If seismographic vibrations that may cause damage to adjacent structures are a concern, to the client, a geo-sonic monitoring company shall be employed by said client to monitor vibration activity on the project.
If at any time it is determined that the vibration levels exceed an acceptable rate as determined by the monitoring firm, the construction activities will have to be re-evaluated, and alternate means and methods put into place. These means and methods may add to costs and may be cause for a change order request.

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Vice President: Jeremy Rury

CHANGE ORDER NO. 6


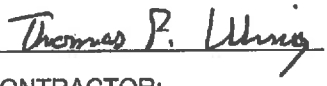
Date of Issuance:	January 15, 2024	Effective Date:	January 15, 2024
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413	Contractor's Project No.:	220010
Engineer: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

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

Description: *Northlake Blvd. Ph. 2 Milling, paving, & striping at Shoppes of Ibis and Ibis Blvd intersections.
*Northlake Blvd. Ph. 2 Southeast corner of Shoppes of Ibis restoration.
*Northlake Blvd. Ph. 2 Remainder of 2" signal conduit install at Ibis Blvd.

Attachments: *J.W. Cheatham, LLC change order request with itemized description.
*Northlake Blvd phase 2 plans dated 02/06/2023 with areas marked for milling and paving.
*Correspondence pertaining to the milling, paving, & striping
*Correspondence pertaining to the 2" signal conduit installation.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$4,173,882.11	Original Contract Times: Total Contract Days: 450 days Start Date: 9/12/2022 End Date: 12/6/2023
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>5</u> : \$1,266,534.44	[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>5</u> : 224 Days

Contract Price prior to this Change Order: \$5,440,416.55		Contract Times prior to this Change Order: Total Contract Days: 674 days Start Date: 9/12/2022 End Date: 07/17/2024	
[Increase] [Decrease] of this Change Order \$77,982.65		[Increase] [Decrease] of this Change Order 6 Days	
Contract Price incorporating this Change Order: \$5,518,399.20		Contract Times with all the approved Change Orders: Total Contract Days: 680 days Start Date: 9/12/2022 End Date: 7/23/2024.	
RECOMMENDED BY:	ACCEPTED:	ACCEPTED:	
By:  ENGINEER: HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	By: _____ Avenir Community Development District Virginia Cepero Chairperson	By:  CONTRACTOR: J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413	
Date: <u>2/26/2024</u>	Date: _____	Date: <u>2/19/2024</u>	

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

**J. W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

Approved by
Alberto T. Zuniga, P.E.

February 13, 2024

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

Attn: Tanya McConnell, P.E.

Ref: Northlake Blvd Phase 2
Intersection(s) milling and Paving
Shoppes of Ibis restoration
2" Signalization conduit installed

Dear Ms. McConnell:

I submit the following change order request at the above referenced project for the following:

- a) Additional milling, paving, and striping of Ibis Blvd and Shoppes of Ibis intersections due to striping conflicts.
- b) Southeast corner of Shoppes of Ibis restoration.
- c) The remainder of the 2" signal conduit install at Ibis Blvd.

I have included the plans marked up and approved by Alberto Zuniga for the intersection milling and paving. Also, the correspondence for the conduit install.

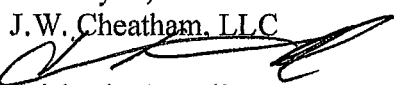
Additional days requested: 6

Qualifications:

1. Engineering, layout and as-builts are not included.
2. Permits and testing are not included.

Your timely review and approval is requested.

Thank you,
J. W. Cheatham, LLC


Michael Wonnell
Project Manager

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

Northlake Phase 2 CO #6

Item	Description	Quantity	Unit	Unit Price	Total Price
<u>Ibis Blvd & Shoppes of Ibis Intersection(s)</u>					
1	1" MILLING	3172	SY @	\$ 4.00 /SY	\$ 12,688.00
2	1" FC 9.5	200	TN @	\$ 221.10 /TN	\$ 44,220.00
3	Stop Bar	11	LF @	\$ 4.40 /LF	\$ 48.40
4	U turn arrow	3	EA @	\$ 94.00 /EA	\$ 282.00
5	6" Solid white	44	LF @	\$ 1.00 /LF	\$ 44.00
6	Left arrow	1	EA @	\$ 94.00 /EA	\$ 94.00
				\$	-
	<u>Shoppes of Ibis</u>			\$	-
	<u>ATT repair and drill shaft install</u>				
1	Demo sidewalk	1	LS @	\$ 662.00 /LS	\$ 662.00
2	Bury 2 ATT lines	20	LF @	\$ 30.00 /LF	\$ 600.00
3	4" sidewalk	35	SY @	\$ 100.00 /SY	\$ 3,500.00
4	RW Grading	1	LS @	\$ 2,613.00 /LS	\$ 2,613.00
5	Sod	125	SY @	\$ 2.65 /SY	\$ 331.25
7	2" Conduit F&I 700' Total *	430	LF @	\$ 30.00 /LF	\$ 12,900.00
Grand Total					\$ 77,982.65

* Remainder of 700/LF of signalization conduit at Ibis Blvd, previously installed was 270/LF for \$8100.00 under CO#5.



Scale: Kenna Sirek-Ozkan, Ph.D. Tel: 0090 312 283097	No.	Revisions	By	Date

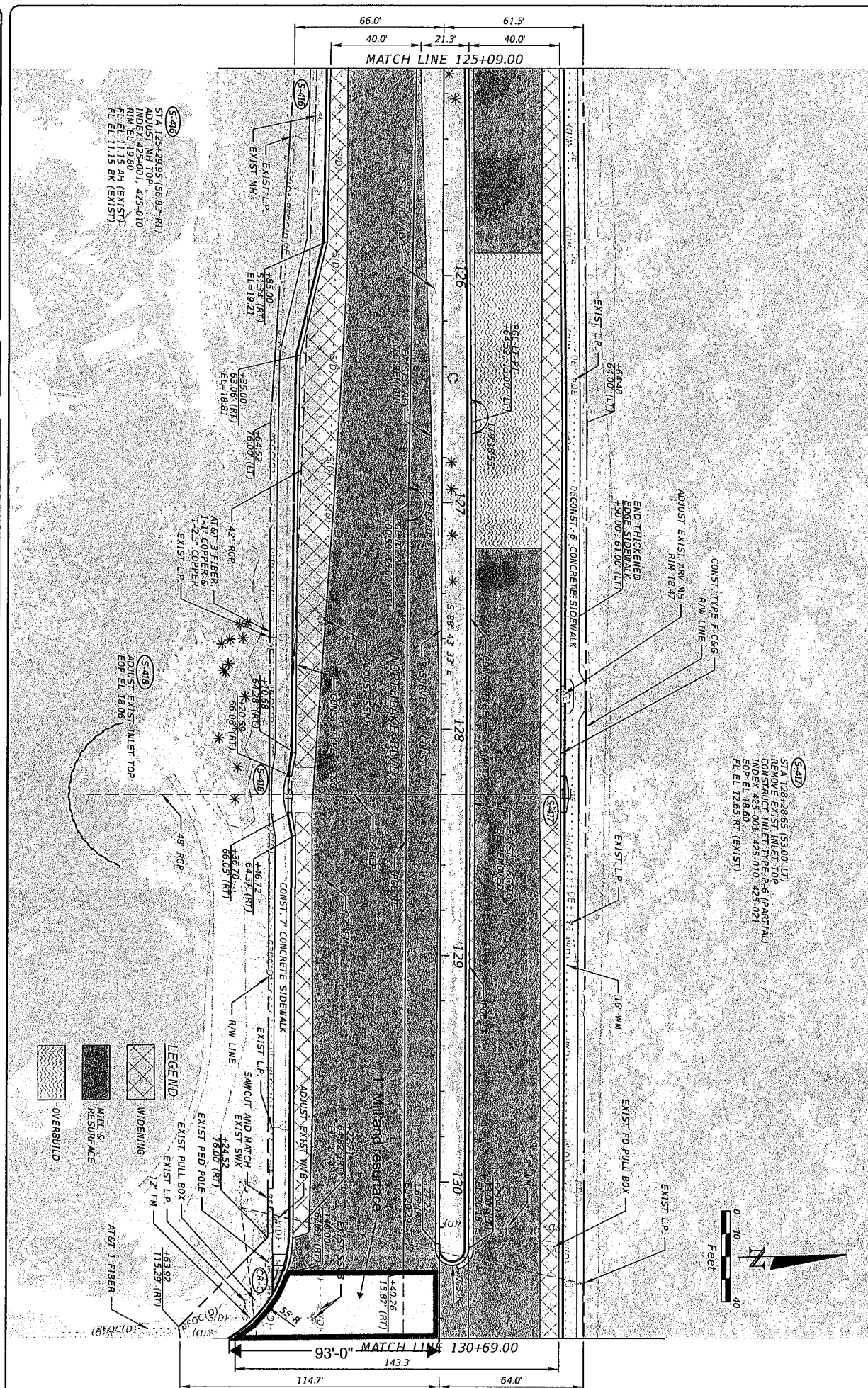


**PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA**

SCALE:
APPROVED:
DRAWN:
CHECKED:
DATE:

ROADWAY PLAN

SHEET: 22
OF: 85
PROJECT NO.





HSG GROUP, INC.
Engineers, Planners, Surveyors
1001 Yarnall Road, Suite 100
Coral Gables, Florida 33131
Tel: 305.442.1000
Fax: 305.442.1001

Scale:
1" = 40'

No.	Revisions	By	Date

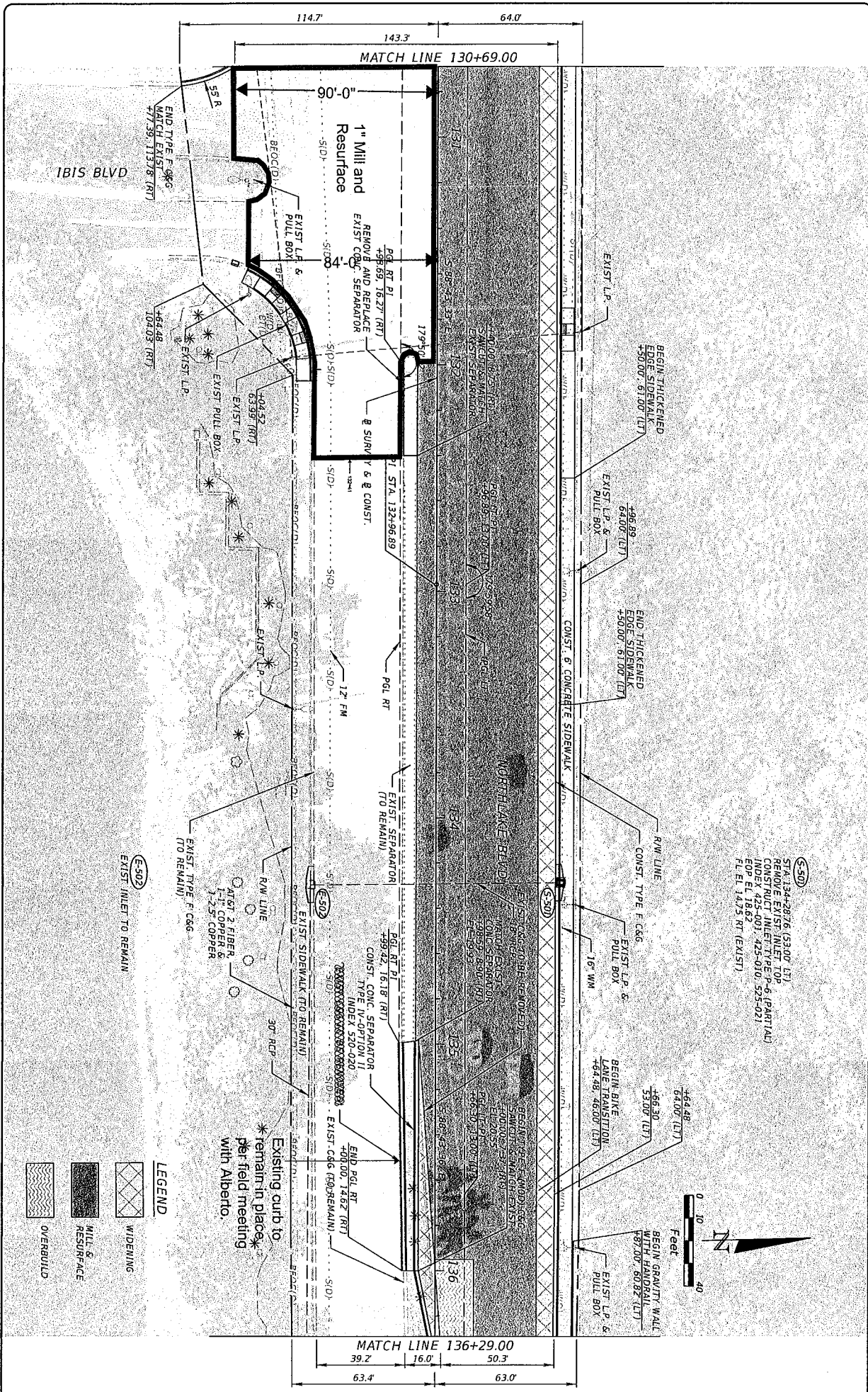


PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 2122, WEST PALM BEACH, FLORIDA 33411-0212

SCALE:
APPROVED:
DRAWN:
CHECKED:
DATE: 10/14/2021

ROADWAY PLAN

SHEET: 23
OF: 85
PROJECT NO.: 180437



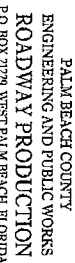
**Sep:**

No

Revisions

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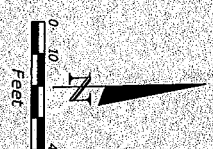
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HSA GROUP, INC.
 Engineers Planners Surveyors
 8000 Biscayne Blvd, Suite 3000
 Miami, Florida 33138
 Phone: 305.755.1000
 Fax: 305.755.1001
 www.hsa-group.com

Scale:

No.	Revisions	By	Date

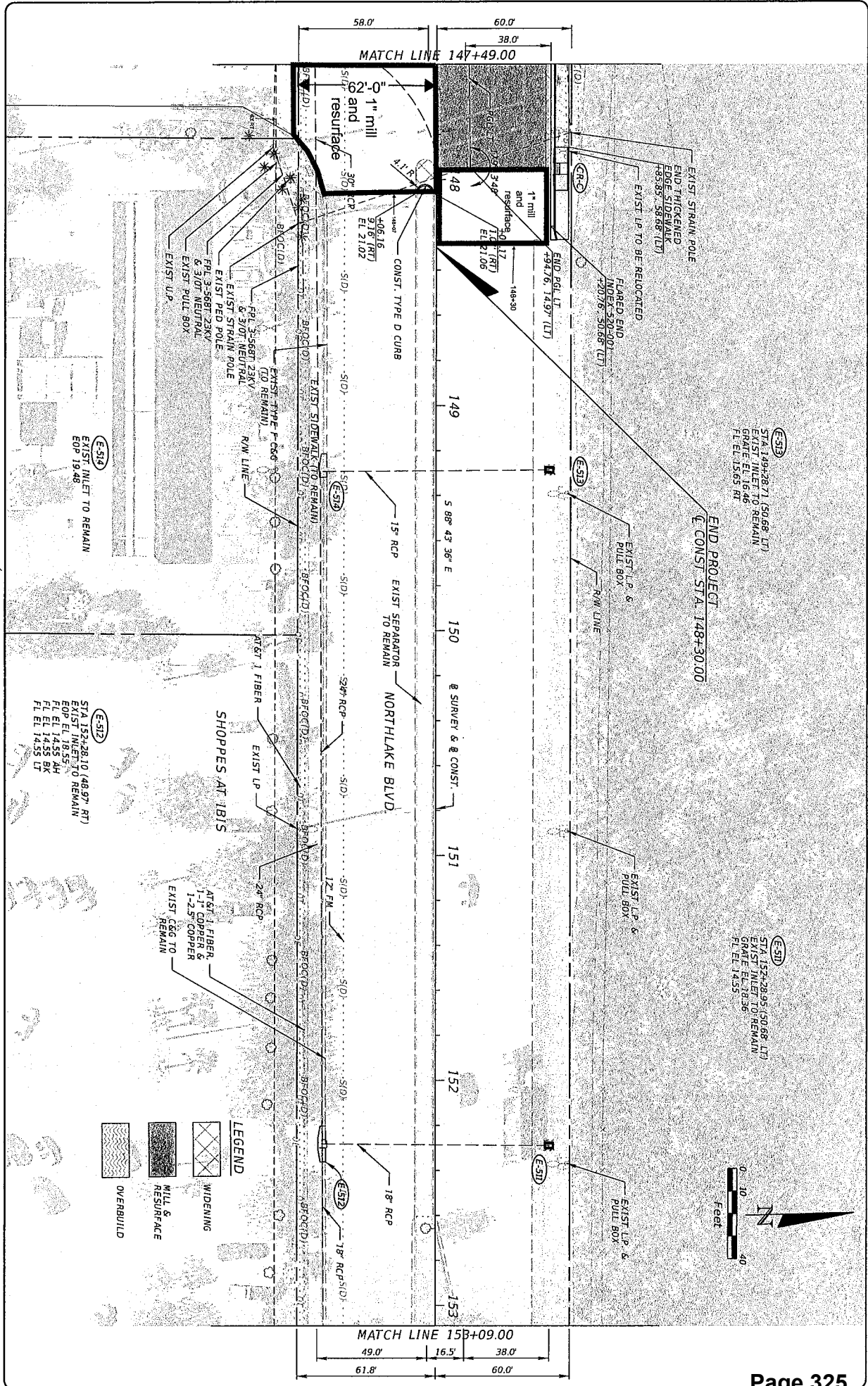


PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
 ROADWAY PRODUCTION
 P.O. BOX 21229 WEST PALM BEACH, FLORIDA 33411-0229

SCALE:
 APPROVED: _____
 DRAWN: _____
 CHECKED: _____
 DATE: 10/14/2021

ROADWAY PLAN

SHEET: 26
 OF: 85
 PROJECT NO: 180231



mike.wonnell@jwcheatham.com

From: Alberto Zuniga <Alberto@hsqgroup.net>
Sent: Thursday, January 25, 2024 10:36 AM
To: mike.wonnell@jwcheatham.com
Cc: tmccconnell@avenirpbg.com
Subject: RE: Phase-2 Ibis & Shoppes of Ibis Paving

Follow Up Flag: Follow up
Flag Status: Flagged

Mike,

I agree with the proposed work.

Please send your CO.

Alberto T. Zuniga, P.E.



HSQ GROUP, INC.

Engineers • Planners • Surveyors

1001 Yamato Road, Suite 105

Boca Raton, Florida 33431

Phone: (561) 392-0221 ext 107 • Cell: (561) 758-2480

HSQgroupinc.com

From: mike.wonnell@jwcheatham.com <mike.wonnell@jwcheatham.com>
Sent: Tuesday, January 23, 2024 4:26 PM
To: Alberto Zuniga <Alberto@hsqgroup.net>
Cc: tmccconnell@avenirpbg.com
Subject: FW: Phase-2 Ibis & Shoppes of Ibis Paving

Alberto,

Please add to this the left turn east bound at Shoppes of Ibis will have to be milled and resurfaced due to the new curb set back of 6" to 8" to the north as per plan. The white skips and solid line can remain. Station: 142+42 to 146+61.

From: mike.wonnell@jwcheatham.com <mike.wonnell@jwcheatham.com>
Sent: Monday, January 22, 2024 11:50 AM
To: Alberto Zuniga <Alberto@hsqgroup.net>
Cc: tmccconnell@avenirpbg.com
Subject: Phase-2 Ibis & Shoppes of Ibis Paving

Alberto,

Please review the attached plans I have marked up to eliminate the existing thermoplastic stripping. If you approve I will submit a proposal.

Thank you,
Michael Wonnell
Project Manager
J.W. Cheatham, LLC
Office: (561) 471-4100 ext:248
Cell: (561) 722-1424

**J. W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

January 22, 2023

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

Attn: Tanya McConnell, P.E.

Ref: Northlake Blvd Phase 2
2" electrical conduit installation Ibis Blvd

Dear Ms. McConnell:

As per requested, I submit the following change order request for the additional conduit installation at the above referenced project.

2" Conduit, F&I, Underground	125 LF	@	\$30.00 /LF	\$3,750.00
2" Conduit open trench	145 LF	@	\$30.00 /LF	\$4,350.00

TOTAL: \$8,100.00

Additional days requested: 1

Qualifications:

1. Engineering, layout and as-builts are not included.
2. Permits and testing are not included.

Your timely review and approval is requested.

Thank you,
J.W. Cheatham, LLC

Michael Wonnell

Project Manager

mike.wonnell@jwcheatham.com

From: mike.wonnell@jwcheatham.com
Sent: Thursday, February 1, 2024 5:23 PM
To: mike.wonnell@jwcheatham.com
Subject: Signal power service at Ibis Blvd RFI; 2135 Northlake Improvements

From: Tanya McConnell <tmcconnell@avenirpbg.com>
Sent: Wednesday, December 13, 2023 3:17 PM
To: Nour Shehadeh <Nour@hsggroup.net>; Eddie Giles <egiles@jwcheatham.com>; Alberto Zuniga <Alberto@hsggroup.net>
Cc: 'Michael Wonnell' <mike.wonnell@jwcheatham.com>; Muayad Mohammed <Muayad@hsggroup.net>; Manny M. Mato <mmato@waterstonebuilders.com>
Subject: Re: Signal power service at Ibis Blvd RFI; 2135 Northlake Improvements

Approved.

Tanya N. McConnell
Senior Development Manager
Avenir Development, LLC

tmcconnell@avenirPBG.com

561.818.3887

From: Nour Shehadeh <Nour@hsggroup.net>
Date: Wednesday, December 13, 2023 at 2:56 PM
To: Eddie Giles <egiles@jwcheatham.com>, Alberto Zuniga <Alberto@hsggroup.net>, Tanya McConnell <tmcconnell@avenirpbg.com>
Cc: 'Michael Wonnell' <mike.wonnell@jwcheatham.com>, Muayad Mohammed <Muayad@hsggroup.net>
Subject: RE: Signal power service at Ibis Blvd RFI; 2135 Northlake Improvements

We are ok with your request but Tanya has to issue the approval

Nour Shehadeh, P.E.



HSQ GROUP, LLC

Engineers • Planners • Surveyors

1001 Yamato Road, Suite 105

Boca Raton, Florida 33431

Phone: (561) 392-0221 ext 103 • Cell 954-540-3060

HSQgroupinc.com

From: Eddie Giles <egiles@jwcheatham.com>

Sent: Wednesday, December 13, 2023 2:52 PM

To: Nour Shehadeh <Nour@hsggroup.net>; Alberto Zuniga <Alberto@hsggroup.net>; 'Tanya McConnell' <tmccconnell@avenirpbg.com>

Cc: 'Michael Wonnell' <mike.wonnell@jwcheatham.com>; Muayad Mohammed <Muayad@hsggroup.net>

Subject: RE: Signal power service at Ibis Blvd RFI; 2135 Northlake Improvements

Nour,

We are working on the eastbound widening. The pull boxes are in the widening & loop box in the future curb. We'd like to get Carr out there possibly tomorrow to install the additional conduit & pull boxes. Are we okay to proceed and bill the over runs according to our contract unit prices.

Thank you,

Eddie Giles

Project Manager

J.W. Cheatham, LLC

Office: (561) 471-4100 Ext. 251

Cell: (561) 239-4553

From: Nour Shehadeh <Nour@hsqgroup.net>
Sent: Wednesday, December 13, 2023 2:37 PM
To: Eddie Giles <egiles@jwcheatham.com>; Alberto Zuniga <Alberto@hsqgroup.net>; 'Tanya McConnell' <tmccconnell@avenirpbg.com>
Cc: Michael Wonnell <mike.wonnell@jwcheatham.com>; Muayad Mohammed <Muayad@hsqgroup.net>
Subject: RE: Signal power service at Ibis Blvd RFI; 2135 Northlake Improvements

Eddie

Alberto is out until Friday. I agree with you proposal and must keep the signal in operation

Nour Shehadeh, P.E.



HSQ GROUP, LLC

Engineers • Planners • Surveyors

1001 Yamato Road, Suite 105

Boca Raton, Florida 33431

Phone: (561) 392-0221 ext 103 • Cell 954-540-3060

HSQgroupinc.com

From: Eddie Giles <egiles@jwcheatham.com>
Sent: Wednesday, December 13, 2023 2:34 PM
To: Alberto Zuniga <Alberto@hsqgroup.net>; 'Tanya McConnell' <tmccconnell@avenirpbg.com>
Cc: Michael Wonnell <mike.wonnell@jwcheatham.com>; Nour Shehadeh <Nour@hsqgroup.net>; Muayad Mohammed <Muayad@hsqgroup.net>
Subject: FW: Signal power service at Ibis Blvd RFI; 2135 Northlake Improvements

Alberto/Tanya,

Please see the below from Carr Construction regarding the widening/signalization at southwest corner of Ibis Blvd.

Thank you,

Eddie Giles

Project Manager

J.W. Cheatham, LLC

Office: (561) 471-4100 Ext. 251

Cell: (561) 239-4553

From: John Mattoon <jm@carrconstruction.org>

Sent: Wednesday, December 13, 2023 2:22 PM

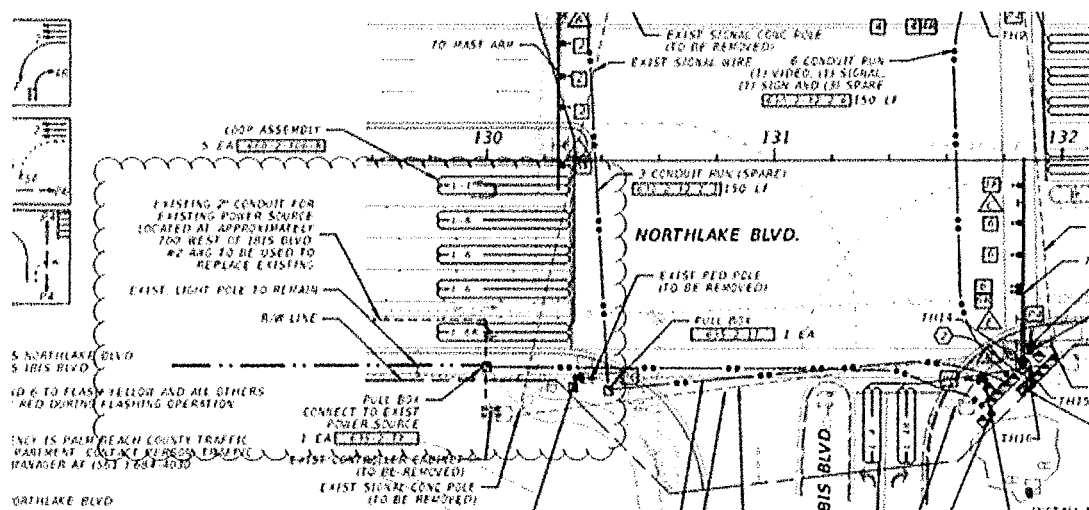
To: Eddie at JW Cheatham <egiles@jwcheatham.com>

Cc: Sean Carr <scarr@carrconstruction.org>; Candace Ercolano <candace@carrconstruction.org>

Subject: Signal power service at Ibis Blvd RFI; 2135 Northlake Improvements

Eddie,

Please see the snapshot below. The plans indicate that we are to utilize an existing raceway to run the new power service for the intersection. This will not be possible for a few reason:



- The existing intersection function cannot be maintained while installing new #2 conductor.
- The existing conduit and pull boxes fall within the new roadway widening. The pull boxes cannot be maintained within the roadway.

Based on this, we will need to install additional conduit on the south side of the roadway all the way down to the FPL service point pole (noted by the redline). This is approximately 700 feet west of the intersection.

Please let me know if concurrence can be provided for us to be provided compensation for this required change. If so, I can make the required plans to get a crew to the field to get our conduit in and remove the existing pull boxes that are in conflict with the proposed widening.

Regards

John Mattoon

Carr Construction, LLC

2968 HWY 710 E

Okeechobee, FL 34974

Cell: 561-262-4692

PH. 863-824-0409

FX. 863-582-9299

CHANGE ORDER NO. 2

Date of Issuance:	March 18, 2024	Effective Date:	March 18, 2024
Owner:	Community Development District 2501A Burns Road Palm Beach Gardens, 33410 FL	Owner's Contract No.:	N/A
Contractor:	J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413	Contractor's Project No.:	230040
Engineer:	HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	Engineer's Project No.:	180437
Project:	Northlake Blvd Phase 1 From West of Coconut Blvd to west of Avenir entrance	Contract Name:	Construction Contract (Roadway Improvements)

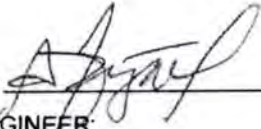

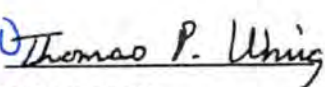
The Contract is modified as follows upon execution of this Change Order:

Description: *Avenir-Northlake Blvd Streetscape Irrigation Plan Phase 3
Rev.1 dated 01/15/2024

Attachments:

- *J.W. Cheatham, LLC change order request dated 02/20/2024
- *Adds/Deletes from original contract

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$6,038,109.36	Original Contract Times: Total Contract Days: 365 days Start Date: 10/16/2023 End Date: 10/15/2024
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$254,703.00	[Increase] [Decrease] form previously approved Change Orders No. 0 to No. 1: 35 Days

Contract Price prior to this Change Order: \$6,292,812.36	Contract Times prior to this Change Order: Total Contract Days: 400 days Start Date: 10/16/2023 End Date: 11/19/2024	
[Increase] [Decrease] of this Change Order \$20,762.00	[Increase] [Decrease] of this Change Order 0 Days	
Contract Price incorporating this Change Order: \$6,313,574.36	Contract Times with all the approved Change Orders: Total Contract Days: 400 days Start Date: 10/16/2024 End Date: 11/19/2024	
RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
By:  ENGINEER: HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	By:  Avenir Community Development District Virginia Cepero Chairperson	By:  CONTRACTOR: J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413
Date: <u>3/19/2024</u>	Date: <u>4/8/24</u>	Date: <u>3/18/2024</u>

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



**Road Building &
Earthmoving Contractors**

Co #2

February 20, 2024

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

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

Ref: Northlake Blvd PH-1

- Avenir-Northlake Blvd Streetscape Irrigation Plans Phase 2 Revision 1 dated 01/15/2024

Dear Ms. McConnell:

I submit the following change order request at the above referenced project for irrigation increases due to plan changes "Avenir-Northlake Blvd. Streetscape Irrigation Plan Phase 2 Revision 1 dated 01/15/2024 by Urban Design Studio". See "Exhibit A"

Irrigation increase	1	LS	@	\$18,138.00	/LS	\$	18,138.00
Survey increase for irrigation	1	LS	@	\$2,624.00	/LS	\$	2,624.00
				Total:		\$	20,762.00

Attachments:

- Original Bid Proposal with irrigation additions and deletions.

Qualifications to this proposal are as follows:

1. Permits are not included
2. Utility relocation or adjustments are not included.

Please call me should you have any questions.

Sincerely,
J.W. Cheatham, LLC

Michael Wonnell
Project Manager

Change Order #2 NORTHLAKE BLVD (PHASE 1) ("Exhibit A")

ITEM NO.	ITEM DESCRIPTION	IRIGATION ITEMS	CNG	BID QTY	UNIT	UNIT PRICE	AMOUNT
1	HUNTER PROS-06-PRS40 W/ MP ROTATOR MP CORNER 45 DEG		-7	3	EA	\$61.00	\$183.00
2	KRAIN RN100 ADJ 90 DEG ON 6" POP-UP		7	10	EA	\$55.00	\$550.00
3	KRAIN RN100 ADJ 120 DEG ON 6" POP-UP		-3	5	EA	\$55.00	\$275.00
4	KRAIN RN100 ADJ 180 DEG ON 6" POP-UP		12	14	EA	\$55.00	\$770.00
5	KRAIN RN300 ADJ 90 DEG ON 6" POP-UP		-1	9	EA	\$55.00	\$495.00
6	KRAIN RN300 ADJ 120 DEG ON 6" POP-UP		-3	5	EA	\$55.00	\$275.00
7	KRAIN RN300 ADJ 180 DEG ON 6" POP-UP		-39	7	EA	\$55.00	\$385.00
8	KRAIN RN300 ADJ 90 DEG ON 6" POP-UP		-4	5	EA	\$55.00	\$275.00
9	KRAIN RN300 ADJ 120 DEG ON 6" POP-UP		-1	3	EA	\$55.00	\$165.00
10	KRAIN RN300 ADJ 180 DEG ON 6" POP-UP		-44	5	EA	\$55.00	\$275.00
11	KRAIN RNS-SS-530 ON 6" POP-UP		10	11	EA	\$55.00	\$605.00
12	KRAIN RN100 ADJ 90 DEG ON 12" POP-UP		-	1	EA	\$72.00	\$72.00
13	KRAIN RN100 ADJ 120 DEG ON 12" POP-UP		104	106	EA	\$72.00	\$7,632.00
14	KRAIN RN100 ADJ 180 DEG ON 12" POP-UP		154	222	EA	\$72.00	\$15,984.00
15	KRAIN RN200 ADJ 180 DEG ON 12" POP-UP		-169	5	EA	\$72.00	\$360.00
16	KRAIN RN300 ADJ 90 DEG ON 12" POP-UP		117	118	EA	\$72.00	\$8,496.00
17	KRAIN RN300 ADJ 120 DEG ON 12" POP-UP		-	1	EA	\$72.00	\$72.00
18	KRAIN RN300 ADJ 120 DEG ON 12" POP-UP ON RISER		42	49	EA	\$111.00	\$5,439.00
19	KRAIN RN300 ADJ 180 DEG ON 12" POP-UP		-95	2	EA	\$72.00	\$144.00
20	KRAIN RN300 ADJ 180 DEG ON 12" POP-UP ON RISER		-43	73	EA	\$111.00	\$8,103.00
21	KRAIN RN300 FIX 360 DEG ON 12" POP-UP ON RISER		3	4	EA	\$111.00	\$444.00
22	KRAIN RNS-LES-515 ON 12" POP-UP		-	1	EA	\$72.00	\$72.00
23	KRAIN RNS-RES-515 ON 12" POP-UP		4	5	EA	\$72.00	\$360.00
24	KRAIN RNS-SS-530 ON 12" POP-UP		19	104	EA	\$72.00	\$7,488.00
25	RAINBIRD 1401 .250 GPM PRESSURE COMPENSATING BUBBLER		-	43	EA	\$23.00	\$989.00
26	RAINBIRD 1402 .50 GPM PRESSURE COMPENSATING BUBBLER		-	11	EA	\$31.00	\$341.00
27	RAINBIRD 1 1/2" REMOTE CONTROL VALVE MODEL 150-PESB IN CDR 11"W X 18"L X 12D AND LID LABELLED AND INSTALED PER DETAILS		-	11	EA	\$3,015.00	\$33,165.00
28	PVC 3/4"		1000	7836	LF	\$2.20	\$17,239.20
29	PVC 1"		500	2524	LF	\$3.05	\$7,698.20
30	PVC 1 1/4"		500	4591	LF	\$4.00	\$18,364.00
31	PVC 1 1/2"		300	1525	LF	\$5.00	\$7,625.00
32	PVC 2"		300	1544	LF	\$6.00	\$9,264.00
33	PVC 2 1/2"		200	2612	LF	\$16.50	\$43,098.00
34	PVC 3"		-	3941	LF	\$20.00	\$78,820.00
35	3/4" SCH. 40 PVC ELECTRICAL CONDUIT FOR TWO WIRE CONTROL CABLE		-	449	LF	\$8.00	\$3,592.00
36	6" SCH. 40 PVC SLEEVE		-	363	LF	\$11.00	\$3,993.00
37	8" SCH. 40 PVC SLEEVE		-	69	LF	\$41.00	\$2,829.00
38	6" HDPE DR 7 PIPE FOR BORES		-	149	LF	\$54.00	\$8,046.00
39	ADDITIONAL 6" HDPE DR 7 PIPE FOR BORES		-	460	LF	\$27.00	\$12,420.00
40	3" HDPE DR 11 MAINLINE PIPE THROUGH BORES		-	600	ILF	\$15.00	\$9,000.00
41	PAGE 4 MEDIAN TO MEDIAN 6" BORE		-	240	LF	\$66.00	\$15,840.00
42	PAGE 6 MEDIAN TO MEDIAN 6" BORE		-	200	LF	\$66.00	\$13,200.00
43	PAGE 7 MEDIAN TO MEDIAN 6" BORE		-	120	LF	\$66.00	\$7,920.00
SUBTOTAL (IRRIGATION ITEMS)							\$352,362.40

CHANGE ORDER NO. 3

Date of Issuance:	March 18, 2024	Effective Date:	March 18, 2024
Owner:	Community Development District 2501A Burns Road Palm Beach Gardens, 33410 FL	Owner's Contract No.:	N/A
Contractor:	J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413	Contractor's Project No.:	230040
Engineer:	HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	Engineer's Project No.:	180437
Project:	Northlake Blvd Phase 1 From West of Coconut Blvd to west of Avenir entrance	Contract Name:	Construction Contract (Roadway Improvements)

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

Description: *Fire hydrant relocation per plans by "Ballbe & Associates" &
"HSQ Group"
*Rain days

Attachments: *J.W. Cheatham, LLC change order request dated 03/13/2024
*Watermain deflection plans designed by "Ballbe & Associates" Dated: 07/26/2023
*Hydrant relocation plans designed by "HSQ Group" Dated: 12/15/2023
*Adds/Deletes from original contract

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$6,038,109.36	Original Contract Times: Total Contract Days: 365 days Start Date: 10/16/2023 End Date: 10/15/2024
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>2</u> : \$275,465.00	[Increase] [Decrease] form previously approved Change Orders No. 0 to No. 2: 35 Days

Contract Price prior to this Change Order: \$6,313,574.36	Contract Times prior to this Change Order: Total Contract Days: 400 days Start Date: 10/16/2023 End Date: 11/19/2024	
[Increase] [Decrease] of this Change Order \$8,288.00	[Increase] [Decrease] of this Change Order 5 Days	
Contract Price incorporating this Change Order: \$6,321,862.36	Contract Times with all the approved Change Orders: Total Contract Days: 435 days Start Date: 10/16/2024 End Date: 11/24/2024	
RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
By:  ENGINEER HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	By:  Avenir Community Development District Virginia Cepero Chairperson	By:  CONTRACTOR: J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413
Date: <u>3/19/2024</u>	Date: <u>4/8/24</u>	Date: <u>3/18/2024</u>

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

**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

Accepted by
Alberto Zuniga

March 13, 2024

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

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

Ref: Northlake Blvd PH-1
Water Main Deflection

Dear Ms. McConnell:

I submit the following change order request for the relocation of two fire hydrants per plans by "Ballbe & Associates" & "HSQ Group" at the above referenced project.

Attachments:

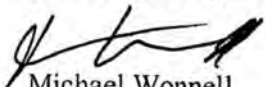
- Water main deflection plans designed by "Ballbe & Associates" Dated:07/26/2023.
- Hydrant relocation plans designed by "HSQ Group" Dated:12/15/2023.

This change order is subject to the special provisions below:

1. The 12"x6" tapping sleeve is credited.
2. 1 fire hydrant assembly is added at Sta: 295+80
3. 6' of 6" WM is added
4. One 6" gate valve is added at Sta: 295+80
5. One 6" 90 & two 6" 22's are added
6. One sample point is credited
7. One connect to existing WM is added in place of the tapping sleeve
8. 6' of testing is added for the additional 6' of WM

Please call me should you have any questions.

Sincerely,
J.W. Cheatham, LLC


Michael Wonnell
Project Manager

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

Water Main Deflection

Pay Item #	Description	Qty	UOM	Unit Price	Total Price
W1-1	6" DIP Water Main	6.00	LF	\$ 91.00	\$ 546.00
W2-1	6" Gate Valve & Box	1.00	EA	\$ 3,325.00	\$ 3,325.00
W3-2	Fire Hydrant Assembly	1.00	EA	\$ 9,020.00	\$ 9,020.00
W3-3	Connect to Existing WM	1.00	EA	\$ 2,750.00	\$ 2,750.00
W5-1	Test/Finalize WM	6.00	LF	\$ 77.00	\$ 462.00
Add	6" Fittings 90 Degree	1.00	EA	\$ 550.00	\$ 550.00
Add	6" Fitting 22 Degree	2.00	EA	\$ 550.00	\$ 1,100.00
W2-2	12" x 6" Tapping Sleeve	(1.00)	EA	\$ 8,200.00	\$ (8,200.00)
W3-1	Sample Points	(1.00)	EA	\$ 1,265.00	\$ (1,265.00)
					\$ 8,288.00
1	Rain Day	2/19/2024			
2	Rain Day	2/20/2024			
3	Rain Day	2/21/2024			
4	Rain Day	3/6/2024			
5	Rain Day	3/7/2024			
	Total Days	5.00			

CHANGE ORDER NO. 4

Date of Issuance:	March 19, 2024	Effective Date:	March 19, 2024
Owner:	Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413	Contractor's Project No.:	230040
Engineer:	HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	Engineer's Project No.:	180437
Project:	Northlake Blvd Phase 1 From West of Coconut Blvd to west of Avenir entrance	Contract Name:	Construction Contract (Roadway Improvements)

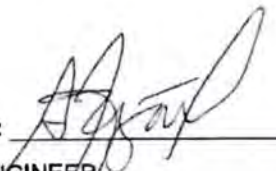

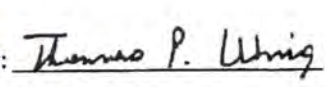
The Contract is modified as follows upon execution of this Change Order:

Description: *Installation of temporary lighting along the ROW on the north side of Northlake Blvd. adjacent to the existing FPL poles.

Attachments: *J.W. Cheatham, LLC change order request dated 03/15/2024
*Correspondance relating to this change order.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$6,038,109.36	Original Contract Times: Total Contract Days: 365 days Start Date: 10/16/2023 End Date: 10/15/2024
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>3</u> : \$283,753.00	[Increase] [Decrease] form previously approved Change Orders No. 0 to No. 3: 40 Days



Contract Price prior to this Change Order: \$6,321,862.36	Contract Times prior to this Change Order: Total Contract Days: 405 days Start Date: 10/16/2023 End Date: 11/24/2024	
[Increase] [Decrease] of this Change Order \$45,145.00	[Increase] [Decrease] of this Change Order 0 Days	
Contract Price incorporating this Change Order: \$6,367,007.36	Contract Times with all the approved Change Orders: Total Contract Days: 405 days Start Date: 10/16/2024 End Date: 11/24/2024	
RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
By:  ENGINEER: HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	By:  Avenir Community Development District Virginia Cepero Chairperson	By:  CONTRACTOR: J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413
Date: <u>3/25/2024</u>	Date: <u>3/27/24</u>	Date: <u>3/21/2024</u>

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



**Road Building &
Earthmoving Contractors**

March 15, 2024

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

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

Ref: Northlake Blvd PH-1
Temporary Street Lighting

Dear Ms. McConnell:

I submit the following change order as requested for temporary street lighting along the north side of Northlake Blvd where the FPL poles will be removed at the above referenced project.

Attachments:

- Plans marked up with pole locations.

Change order details:

- Install light poles with ground lighting.
- Aerial wire to be strung at the top of the poles.
- Service will come from the Coconut intersection signal power meter.
- Removal of lights, wire, and poles when new permanent lighting is installed.

Qualifications:

- No item included unless specifically stated.
- If FPL power allowance is fully depleted a change order will reflect the difference.
- If the FPL power allowance is not depleted a credit will be issued.

**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

1. Mobilization	1 LS @ \$3,809.00	\$ 3,809.00
2. Install Lighting	10 EA @ \$2,225.00	\$ 22,253.00
3. Install wire and lights	10 EA @ \$1,232.00	\$ 12,320.00
4. Remove poles, lights, and wire	10 EA @ \$476.00	\$ 4,763.00
5. Power bill allowance	1 LS @ \$2,000.00	\$ 2,000.00
Total:		\$ 45,145.00

Please call me should you have any questions.

Sincerely,
J.W. Cheatham, LLC



Michael Wonnell
Project Manager

CHANGE ORDER NO. 9

Date of Issuance:	April 9, 2024	Effective Date:	November 30, 2023
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202021
Project:	AVENIR SPINE ROAD PHASE 4	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:


- Top lift asphalt escalation – \$31,586.28
- Pod 16 entrance revisions – \$354,847.20
- Pod 15 entrance revisions – \$207,860.84

Total Chang Order Amount = \$594,294.32

Attachments:

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

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

[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>8</u> : \$4,163,761.43	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____ : None	
Contract Price prior to this Change Order: \$11,390,271.90	Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$594,294.32	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$11,984,566.22	Contract Times with all the approved Change Orders: None	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>4/9/2024</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District Virginia Cepero Chairperson</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Centerline, Inc. Randy Stringer Vice President</p> <p>Date: _____</p>

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

EXHIBIT "A"



Centerline, Inc.

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

Date: 3/14/2023

To: Avenir Community Development District

Attn: Carlos Ballbe

Project: *Avenir Spine Road Phase 2*

Top Lift Asphalt Cost Escalation - Bypass Road

NOTE: The following proposal is subject to all notes & qualifications listed on the accompanying proposal presented by H&J Contracting, Inc., dated 2/20/23.

Item No.	Description	Qty	U/M	Unit Cost	Extension
1	1" Asphalt Top Lift, Type SP	3734	SY	\$ 2.20	\$ 8,214.80
2	Contractors Fee	1	LS	\$ 821.48	\$ 821.48
				TOTAL:	\$ 9,036.28

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Centerline Utilities, Inc.	Contact:	Randy Stringer
Address:	2180 SW Poma Drive Palm City, FL 34990	Phone:	561-689-3917
Project Name:	Avenir Spine 1.2-Bypass Road Top Lift Asphalt Escalation	Fax:	561-689-0017
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Number:	Change Order
		Bid Date:	2/20/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	1" Asphalt Top Lift, Type SP	3,734.00	SY	\$2.20	\$8,214.80

Total Bid Price: \$8,214.80

Notes:

- This proposal is based on plans and specifications prepared by Ballbe' & Associates entitled Avenir Spine Road dated 05/04/2021, and subject to the following provisions.
- The prices included herein do not include cost of payment and performance bonds, permits, engineering, or testing.
- Change order is to cover the increase in asphalt costs since the time of bid.

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

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

Date: 7/24/2023

To: Avenir Community Development District

Attn: Carlos Ballbe

Project: *Avenir Spine Road Phase 2*

Top Lift Asphalt Cost Escalation - Area In Front of Pod 9

NOTE: The following proposal is subject to all notes & qualifications listed on the accompanying email proposal presented by H&J Contracting, Inc., dated 7/21/23.

Item No.	Description	Qty	U/M	Unit Cost	Extension
1	1" Asphalt Top Lift, Type SP	6000	SY	\$ 3.00	\$ 18,000.00
2	Install & Remove Sand to Protect Paver Crosswalks	1	LS	\$ 2,500.00	\$ 2,500.00
3	Contractors Fee	1	LS	\$ 2,050.00	\$ 2,050.00
				TOTAL:	\$ 22,550.00

Todd Hamilton

From: Franz J. Favre <Franz.Favre@hjcontracting.com>
Sent: Friday, July 21, 2023 2:48 PM
To: Keith OBrein; Todd Hamilton
Subject: Avenir Spine 2

Todd, I met with Keith onsite yesterday and he wants to pave +/- 6000 SY of top left on spine 2 in front of POD 9. Our current premium to pave top lift would be \$3.00 per SY plus \$2500.00 to sand the crosswalks and remove the sand. Since spine 2 is under you so I wanted to send this to you to add your markup. We are set to pave Wednesday 7/26 to be done before Akel's grand opening. Please let me know if you have any questions or concerns.

Sincerely,



FRANZ FAVRE

Project Manager

H & J Contracting, Inc.

E Franz.Favre@HJContracting.com

M 561.644.5242 O 561.791.1953

F 561.795.9282

3160 Fairlane Farms Road
Wellington, Florida 33414

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Centerline, Inc.

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

Date: 12/19/2023

To: Ballbe' & Associates

Attn: Carlos Ballbe'

From: Centerline, Inc.

Project: Avenir - Panther National Blvd / Pod 16 - Turn Lane & Entrance

(Based on plans by Ballbe' & Associates, Inc. - Plan sheets R-1 thru R-4 dated ranging from 11/13/2023 (with no revisions))

Proposal - Roadway & Utilities

* Proposal assumes suitable (sand) subsurface material exists for excavation, pipe support & backfill. If unsuitable subsurface and/or rock conditions exist, the costs may have to be re-evaluated.

** Due to the volatile material market, and the suppliers / subcontractors refusal to hold prices, any additional material / Subcontractor costs & mark-up incurred by Centerline at the time of material purchase will be passed along to the owner in the form of a change order prior to the purchase of said materials &/or entry of contract with subcontractors.

** Base rock & Asphalt pricing will be re-evaluated & is subject to adjustment after December 31, 2023.

* Proposal is based on roadway being placed to 1st lift of asphalt only.

* Includes dewatering for drainage & utility installation, if / as required.

* Includes finalizing of proposed utility systems per municipality requirements.

* Excludes replacement backfill material (& disposal of any surplus &/or unsuitable) if for any reason required &/or if unsuitable material is discovered.

* Excludes any tree relocation, tree trimming, landscaping, grassing, sodding &/or tree protection unless identified by item.

* Excludes dewatering permit, if required, by WMD OR DER.

* Excludes permit fees.

* Excludes responsibility for existing utilities that are not properly marked in the field &/or on the plans.

* Excludes "inlet protection" other than placement of filter fabric (Excludes maintenance / replacement / responsibility for contamination (if F.F. removed by others) following our demobilization from the site).

* Excludes T.V. & laser profiling drainage pipe.

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

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
General Conditions						
1		MOBILIZATION	1	LS	\$ 14,755.00	\$ 14,755.00
2		SURVEY (LAYOUT & ASBUILTS)	1	LS	\$ 10,500.00	\$ 10,500.00
3		DENSITY TESTING	1	LS	\$ 6,562.50	\$ 6,562.50
4		MAINTENANCE OF TRAFFIC	1	LS	\$ 3,750.00	\$ 3,750.00
		BOND	1	LS	\$ 4,875.00	\$ 4,875.00
		Total, General Conditions				\$ 40,442.50
Force Main						
1		DEMO / DISPOSE OF EXISTING FORCE MAIN & APPURTENANCES, PER PLAN	215	LF	\$ 25.61	\$ 5,506.15
2	4	C-900 DR-14 FORCE MAIN	50	LF	\$ 89.19	\$ 4,459.50
3	6	C-900 DR-14 FORCE MAIN	175	LF	\$ 75.62	\$ 13,233.50
4	6	PLUG VALVE & BOX	3	EA	\$ 2,085.33	\$ 6,255.99
5	6	CONNECT TO EXISTING FORCE MAIN	2	EA	\$ 6,115.53	\$ 12,231.06
6	6	MJ DI TEE - E/L	1	EA	\$ 1,604.98	\$ 1,604.98
7	6X4	MJ DI REDUCER - E/L	1	EA	\$ 992.94	\$ 992.94
8	6	MJ DI CAP / PLUG - E/L	1	EA	\$ 745.42	\$ 745.42
9	6	MJ DI CAP / PLUG - E/L - ONTO EXISTING PLUG VALVE	1	EA	\$ 1,108.12	\$ 1,108.12
10	4	MJ DI BEND - E/L	4	EA	\$ 836.11	\$ 3,344.44
11	4 / 6"	SEACOAST CANNON FLUSH ASSEMBLY	2	EA	\$ 3,586.05	\$ 7,172.10
12		TEST / FINALIZE FORCE MAIN	225	LF	\$ 6.50	\$ 1,462.50
		Total, Force Main				\$ 58,116.70
Water Main						
1		DEMO / DISPOSE OF EXISTING WATER MAIN & APPURTENANCES, PER PLAN	45	LF	\$ 27.05	\$ 1,217.25
2		GROUT EXISTING 8" WATER MAIN ACROSS ROAD	70	LF	\$ 54.91	\$ 3,843.70
3	8	DIP WATER MAIN (INCLUDING PANTHER NATIONAL ROAD CROSSING)	130	LF	\$ 169.13	\$ 21,986.90
4	8	GATE VALVE & BOX	2	EA	\$ 3,160.95	\$ 6,321.90
5	12X8	TAP SLEEVE & TAP VALVE	1	EA	\$ 16,767.58	\$ 16,767.58
6	8	MJ DI CAP / PLUG ONTO EXISTING GATE VALVE IN ROAD	1	EA	\$ 4,363.84	\$ 4,363.84
7	8	MJ DI CAP / PLUG	1	EA	\$ 522.86	\$ 522.86
8		BLOW OFF ASSEMBLY	1	EA	\$ 3,277.30	\$ 3,277.30
9		SAMPLE POINTS	2	EA	\$ 855.08	\$ 1,710.16
10	8	SEACOAST CANNON FLUSH ASSEMBLY	1	EA	\$ 4,440.80	\$ 4,440.80
11		TEST / FINALIZE WATER & FIRE MAIN	245	LF	\$ 6.50	\$ 1,592.50
		Total, Water Main				\$ 66,044.79

Roadway & Concrete Scope

1	ROUGH / FINE GRADE DISTURBED AREAS	1	LS	\$ 6,599.98	\$ 6,599.98
	DEMO / DISPOSE OF EXISTING TYPE 'F' CURB	380	LF	\$ 15.83	\$ 6,015.40
	DEMO / DISPOSE OF EXISTING 12' ASPHALT PATH	1	LS	\$ 2,469.60	\$ 2,469.60
4	EXCAVATE MEDIAN FOR TURN LANE SCOPE	1	LS	\$ 10,358.70	\$ 10,358.70
5	12" STABILIZED SUBGRADE (ENTRANCE, TURN LANE & PAVER-BRICK AREAS)	611	SY	\$ 18.33	\$ 11,199.63
6	8" FDOT BASE ROCK (ENTRANCE, TURN LANE & PAVER-BRICK AREAS)	520	SY	\$ 35.59	\$ 18,506.80
7	1" TYPE SP-9.5 ASPHALT, BOTTOM LIFT	470	SY	\$ 29.70	\$ 13,959.00
8	1" TYPE SP-9.5 ASPHALT, TOP LIFT	470	SY	\$ 38.50	\$ 18,095.00
9	12" STABILIZED SUBGRADE (12' PATH)	330	SY	\$ 7.33	\$ 2,418.90
10	6.5" FDOT BASE ROCK (12' PATH)	280	SY	\$ 23.75	\$ 6,650.00
11	1" TYPE SP-III ASPHALT (12' PATH)	280	SY	\$ 29.70	\$ 8,316.00
12	TRENCH REPAIR @ WM PANTHER CROSSING	1	LS	\$ 11,576.50	\$ 11,576.50
13	VALLEY GUTTER CURB	70	LF	\$ 47.96	\$ 3,357.20
14	TYPE 'F' CURB & GUTTER	460	LF	\$ 41.36	\$ 19,025.60
15	TYPE 'D' CURB	100	LF	\$ 38.94	\$ 3,894.00
16	PAVER-BRICK & CLEAR SEAL 45 SY's (OLD CASTLE 4x8x3 - 1/8" HOLLAND, HARVEST BLEND or GEM MARBLE SLATE. PRICING SUBJECT TO ADJUSTMENT IF FINAL APPROVED PAVER TYPE DIFFERS)	1	LS	\$ 11,770.00	\$ 11,770.00
17	STRIPING & SIGNAGE	1	LS	\$ 24,200.00	\$ 24,200.00
18	4" CONCRETE SIDEWALK	35	SY	\$ 111.74	\$ 3,910.90
19	ADA RAMP - CONCRETE SIDEWALK	4	EA	\$ 1,980.00	\$ 7,920.00
	Total, Roadway & Concrete Scope				\$ 190,243.21
	Project Total, Avenir - Panther National Blvd / Pod 16 - Turn Lane & Entrance				\$ 354,847.20



CENTERLINE, INC.

Earthwork - Underground Utilities - Roadways
2180 SW Poma Drive, Palm City, Florida 34990
Phone: (561) 689-3917 Fax: (561) 689-0017
www.centerlineinc.com

STATE UNDERGROUND UTILITY LICENSE #CUC032651

STATE GENERAL CONTRACTOR LICENSE #CGC011107

To:	Ballbe & Associates	Contact:	CARLOS BALLBE
Address:	2737 Northeast 30th Place Ft. Lauderdale, FL 33306 UNITED STATES	Phone:	(954) 491-7811
		Fax:	
Project Name:	AVENIR APEX TURN LANE	Bid Number:	
Project Location:	AVENIR, PALM BEACH GARDENS, FL	Bid Date:	2/14/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100-MOBILIZATION/GENERAL CONDITIONS					
1	MOBILIZATION/GENERAL CONDITIONS	1.00	LS	\$13,527.12	\$13,527.12
2	SURVEY/LAYOUT/ASBUILTS	1.00	LS	\$8,634.53	\$8,634.53
3	TESTING	1.00	EACH	\$3,804.20	\$3,804.20
4	TRAFFIC MAINTENANCE	1.00	LS	\$8,535.94	\$8,535.94
Total Price for above 100-MOBILIZATION/GENERAL CONDITIONS Items:					\$34,501.79
200-DEMOLITION					
1	DEMOLITION/CURB	473.00	LF	\$4.16	\$1,967.68
2	TURN LANE EXCAVATION	165.00	CY	\$26.90	\$4,438.50
3	DEMO EXISTIN ASPHALT PATH	2,628.00	SF	\$0.97	\$2,549.16
4	DEMOLITION EX. FORCE MAIN	183.00	LF	\$13.45	\$2,461.35
Total Price for above 200-DEMOLITION Items:					\$11,416.69
300-STORM DRAINAGE					
1	CONNECT TO EXISTING STRUCTURE/CORE/REMOVE REPLACE TOP	1.00	EACH	\$7,792.63	\$7,792.63
2	15" RCP STORM PIPE	11.00	LF	\$192.09	\$2,112.99
3	TYPE "C" INLET	1.00	EACH	\$5,002.16	\$5,002.16
Total Price for above 300-STORM DRAINAGE Items:					\$14,907.78
400-FORCE MAIN					
1	CONNECT TO EXISTING PIPE	2.00	EACH	\$7,531.67	\$15,063.34
2	6" DIP FORCE MAIN	190.00	LF	\$119.75	\$22,752.50
3	6" MJ DI FITTINGS 45 DEG.	4.00	EACH	\$1,251.38	\$5,005.52
Total Price for above 400-FORCE MAIN Items:					\$42,821.36
500-ASPHALT/CONCRETE					
1	12" SUBGRADE STABILIZATON TO LBR 40 VALUE	617.00	SY	\$19.67	\$12,136.39
2	8" FDOT BASE PRODUCT, SPREAD, COMPACTED, FINISHED, PRIME	487.00	SY	\$28.72	\$13,986.64
3	0.75" FDOT TYPE SP 9.5, 1ST LIFT, ONE MOBILIZATION	487.00	SY	\$15.70	\$7,645.90
4	0.75" FDOT TYPE SP 9.5, FINAL LIFT WITH TACK COAT, ONE MOBILIZATION	487.00	SY	\$16.21	\$7,894.27
5	24" TYPE 'F' CURB/GUTTER, 3000 PSI, BROOM FINISHED	468.00	LF	\$36.10	\$16,894.80
6	4 INCH CONCRETE HANDICAP RAMP TRANSITIONS	1.00	EACH	\$1,396.54	\$1,396.54
7	CURB RAMP DETECTABLE MAT	52.00	SF	\$62.57	\$3,253.64
8	CONCRETE PAVERS	375.00	SF	\$22.51	\$8,441.25
9	ASPHALT PATH	2,178.00	SF	\$6.79	\$14,788.62
10	FINE GRADE	1.00	LS	\$3,943.66	\$3,943.66
12	TEMP. PAVEMENT MARKINGS	1.00	LS	\$1,676.85	\$1,676.85
13	FINAL PAVEMENT MARKINGS	1.00	LS	\$12,154.66	\$12,154.66

Total Price for above 500-ASPHALT/CONCRETE Items: \$104,213.22

Total Bid Price: \$207,860.84

Notes:

• **THE FOLLOWING ITEMS ARE EXCLUDED IN THIS PROPOSAL**

- Bond Cost Is Not Included In This Proposal
- Erosion Control Is Not Included In This Proposal
- Dust Control Is Not Included In This Proposal
- Permits Are Not Included In This Proposal
- Desilting of Existing Drainage Is Not Included In This Proposal
- Drainage, T.V./ Lazer Profiling Is Not Included In This Proposal
- Excavation of Hard Rock Is Not Included In This Proposal
- Unsuitable Material Disposal Is Not Included In This Proposal

• **PLEASE NOTE THE FOLLOWING PAYMENT/PROJECT CLAIRIFICATIONS**

- Cost of any dewatering permit, if required, by WMD OR DER; NPDES / erosion control to be paid by others.
- Proposal assumes suitable (sand) subsurface material exists for excavation, pipe support & backfill. If unsuitable subsurface conditions exist that deviate from the soil borings, the cost may have to be re-evaluated. Unsuitable, if discovered, will be disclosed to owner immediately. Disposal of removed (unsuitable) material by others.
- The below price is based on all excavated material being suitable for use on site using normal construction equipment in a normal time frame. No additional cost has been added to dry the existing material (if necessary) of which contains a high fines count (about 10%) (material passing 200 sieve) content
- This proposal is prepared based on utilizing standard heavy construction equipment and practices for excavations, infill, and compaction operations. If seismographic vibrations that may cause damage to adjacent structures are a concern, to the client, a geo-sonic monitoring company shall be employed by said client to monitor vibration activity on the project. If at any time it is determined that the vibration levels exceed an acceptable rate as determined by the monitoring firm, the construction activities will have to be re-evaluated, and alternate means and methods put into place. These means and methods may add to costs and may be cause for a change order request
- Unless otherwise agreed, any additional expense, not covered by this quotation, which are incurred by Centerline as a result of: utility conflicts, adverse weather, interruptions in work, or delays or damages caused by other contractors. will be borne by the customer.
- All items not specifically included in this proposal unless otherwise listed as a bid item is not included.
- Centerline, Inc. has no responsibility for existing utilities that are damaged that are not properly marked in the field &/or on the plans.
- Due to the volatile material market and the vendors not willing to hold quoted prices the unit prices listed may need to be adjusted at the time of material purchase and that additional cost will be added as a change order to the contract.
- Removal/Relocation/Replacement of all landscaping and irrigation to be by others.
- Adjustment of any electrical or communication utilities to be by others.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Centerline, Inc. Authorized Signature: _____ Estimator: Todd Hamilton (561) 689-3917 Todd@centerlineinc.com
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CHANGE ORDER NO. 1

Date of Issuance:	April 10, 2024	Effective Date:	April 10, 2024
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	SPF UNDERGROUND UTILITIES, INC. 1220 SW Dyer Point Road, Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202120
Project:	AVENIR SPINE ROAD PHASE 6	Contract Name:	Construction Contract


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

Description:

- Conduit concrete encasing and miscellaneous – \$228,679.05
- Additional trenching - \$51,700.00
- Remove box and adjust handhold - \$2,492.00
- Tie into transformer and miscellaneous – \$4,180.00
- Additional trench to switch cabinet - \$10,280.00

Total Change Order Amount = \$297,331.05

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

Contract Price prior to this Change Order: \$285,000.00		Contract Times prior to this Change Order: N/A
[Increase] [Decrease] of this Change Order \$297,331.05		[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$582,331.05		Contract Times with all the approved Change Orders: None
<p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>4/10/2024</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ SPF UNDERGROUND UTILITIES, INC Scott Fruggiero President</p> <p>Date: _____</p>

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

Florida Select Builders Corp
Avenir Spine 6

CO

Project

Avenir Spine 6

Attn:

Keith O'Brien

Description	Qty	Rate	Total
Avenir Spine Rd 6			
Purchase and provide all concrete for Duct Bank	737	275.00	202,675.00
Provide de-water service for Manholes/trench	1	11,000.00	11,000.00
Water truck jetting well points (2) (rental)	1	5,000.00	5,000.00
Additional materials required	1	10,004.05	10,004.05

Total

\$228,679.05

SPF Underground Utilities, Inc.

1220 SW Dyer Point Rd
Palm City, FL 34990

ESTIMATE

Date	Estimate #
2/28/2024	22824BB

Name / Address
Avenir Community Development District Spine 6

	PO/WO	Project	Attn:
		Avenir Spine 6	Keith O'Brien
Description	Qty	Rate	Total
Avenir Spine 6 Avenir Dr to Substation Duct Bank			
Trench @ 6' for duct bank FPL	120	16.00	1,920.00
Install (9) 6" conduit bank	1,080	3.50	3,780.00
Labor and install chairs for duct bank			
Rental fo required machinery	1	6,500.00	6,500.00
Purchase and provide all concrete for Duct Bank	40	275.00	11,000.00
Provide road plates for side wall concrete install	1	8,000.00	8,000.00
Provide de-water service for manholes (8 ft depth)	1	11,000.00	11,000.00
Water truck jetting well points (rental)	1	5,000.00	5,000.00
Trench Box	1	2,500.00	2,500.00
Additional Bond	1	2,000.00	2,000.00
Does not include ATT or Communication install			
		Total	\$51,700.00

Phone #
772-263-0102

E-mail
scott.spfunderground@gmail.com

1220 SW Dyer Point Rd
Palm City, FL 34990

Date	Estimate #
3/5/2024	30524AA

Name / Address
Avenir Community Development District Avenir Spine Rd 6

	PO/WO	Project	Attn:
	change	Avenir 4	Keith O'Brien
Description	Qty	Rate	Total
Avenir Spine 4 round about street light			
Work to check roundabout street light conduit, found buried 17" handhold box removed box and adjusted to proper grade, backfilled and replaced sod	1	1,400.00	1,400.00
Equipment/Truck	1	1,092.00	1,092.00
		Total	\$2,492.00

Phone #
772-263-0102

E-mail
scott.spfunderground@gmail.com

SPF Underground Utilities, Inc.

1220 SW Dyer Point Rd
Palm City, FL 34990

ESTIMATE

Date	Estimate #
3/25/2024	32524AA

Name / Address
Avenir Community Development District Spine 6

	PO/WO	Project	Attn:
		Avenir Spine 6	Keith O'Brien
Description	Qty	Rate	Total
Avenir Spine 6 Three phase and single phase transformer tie in			
3/14/2024 Tied in existing Switch Cabinet stub out 20' and backfilled	4	210.00	840.00
3/15/24 Finish out run to three phase transformer and to single phase transformer 120'	4	210.00	840.00
Excavator and Skid steer	1	2,500.00	2,500.00
Total			\$4,180.00

Phone #
772-263-0102

E-mail
scott.spfunderground@gmail.com

1220 SW Dyer Point Rd
Palm City, FL 34990

Date	Estimate #
4/1/2024	40124AA

Name / Address
Avenir Community Development District Avenir Spine Rd 6

Phone #
772-263-0102

E-mail
scott.spfunderground@gmail.com

CHANGE ORDER NO. 2

Date of Issuance:	April 10, 2024	Effective Date:	April 10, 2024
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	SPF UNDERGROUND UTILITIES, INC. 1220 SW Dyer Point Road, Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202119
Project:	AVENIR SPINE ROAD PHASE 5	Contract Name:	Construction Contract

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

Description:

- Lower feeder cable – \$4,219.38
 - Traffic signal cable work – \$5,292.00
- Total = \$9,511.38

Refer to Exhibit "A"

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$285,000.00	Original Contract Times: N/A
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$120,965.12	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None
Contract Price prior to this Change Order: \$405,965.12	Contract Times prior to this Change Order: N/A

[Increase] [Decrease] of this Change Order \$9,511.38		[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$415,476.50		Contract Times with all the approved Change Orders: None	
RECOMMENDED:  By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: <u>4/10/2024</u>	ACCEPTED: By: _____ Avenir Community Development District Date: _____	ACCEPTED: By: _____ SPF UNDERGROUND UTILITIES, INC Scott Fruggiero President Date: _____	

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

EXHIBIT "A"

SPF Underground Utilities, Inc.

1220 SW Dyer Point Rd
Palm City, FL 34990

ESTIMATE

Date	Estimate #
1/31/2024	13124AA

Name / Address
Florida Select Builders Corp AVENIR

				PO/WO	Project	Attn:
						Keith O'Brien
Description				Qty	Rate	Total
Avenir 140th Dr / Panther National - Feeder Lowering						
10 Streetlight repairs, damaged by landscapers installing trees Trench to lower 2", 4" and 6" Feeder Lowering 4 ppl x 6 hrs				1	1,680.00	1,680.00
Equipment E50 and DX140				1	2,539.38	2,539.38
					Total	\$4,219.38

Phone #
772-263-0102

E-mail
scott.spfunderground@gmail.com

SPF Underground Utilities, Inc.

1220 SW Dyer Point Rd
Palm City, FL 34990

ESTIMATE

Date	Estimate #
2/12/2024	21224AA

Name / Address
Florida Select Builders Corp AVENIR

				PO/WO	Project	Attn:
						Keith O'Brien
Description	Qty	Rate	Total			
Traffic Signal ATT cable cut back Attn: Keith O'Brien At Shoppes of Ibis Entrance (Coconut/North Lake)						
Located ATT cable that need cut out for new cross arm (traffic signal) installation 4 ppl x 6 hours 2/7/24	6	280.00	1,680.00			
Machine dig and hand dig to expose ATT cable to be cut back due to install new cross arm (traffic signal) installation 6 ppl x 6 hrs 2/8/24	6	420.00	2,520.00			
Equipment/trucks used	1	1,092.00	1,092.00			
					Total	\$5,292.00

Phone #
772-263-0102

E-mail
scott.spfunderground@gmail.com

CHANGE ORDER NO. 2

Date of Issuance:	April 10, 2024	Effective Date:	April 10, 2024
Owner:	Avenir Community Development District 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	ARAZOZA BROTHERS CORPORATION 15901 S.W. 242 Street Homestead, FL 33031	Contractor's Project No.:	LI 8197-22
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202119
Project:	AVENIR SPINE ROAD PHASE 5	Contract Name:	Landscape & Irrigation


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

- Landscape plans planting revisions - \$132,782.50

Attachments:

- Exhibit "A"

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

[Increase] [Decrease] of this Change Order Allowance \$132,782.50	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$2,040,014.00	Contract Times with all the approved Change Orders: N/A	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>4/10/2024</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: _____ Arazoza Brothers Corporation</p> <p>Name: _____ Title: _____ Date: _____</p>

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EXHIBIT "A"



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

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

Key	Product Description	Specs	Qty	Unit Cost	Total Cost
Original	Original Contract Price Total	Lump Sum	1	\$1,854,176.00	\$1,854,176.00

Previous	Previous Landscape Change Orders Total	Lump Sum	1	\$53,088.50	\$53,088.50
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Deduct	Annuals/Annuals	4" Pots	(730.00)	\$3.00	(\$2,190.00)
Deduct	Bismarckia nobilis 'silver'/Silver Bismarck Palm	14'-16' Ht. 12"-16" Cal., 10' GW, Heavy Trunk	(10.00)	\$1,600.00	(\$16,000.00)
Deduct	Bougainvillea x 'barbara karst'/Barbara Karst Bougainvillea	7 Gal., 18" Ht.	(75.00)	\$40.00	(\$3,000.00)
Deduct	Caryota mitis/Fishtail Palm	12' Ht. X 10' Spr.	(12.00)	\$400.00	(\$4,800.00)
Deduct	Cocos nucifera 'green malayan'/Coconut Palm	15-20' GW	(14.00)	\$2,000.00	(\$28,000.00)
Deduct	Conocarpus erectus sericeus/Silver Buttonwood	12' Ht. X 6' Spr., 2.5" Cal.	(34.00)	\$450.00	(\$15,300.00)
Deduct	Crinum augustum 'queen emma'/Queen Emma' Crinum	15 Gal., 48" Ht. X 36" Spr.	(74.00)	\$90.00	(\$6,660.00)
Deduct	Evolvulus glomeratus 'blue daze'/Blue Daze	1 Gal., 6" Ht. X 6" Spr.	(867.00)	\$4.50	(\$3,901.50)
Deduct	Filicium decipiens/Japanese Fern Tree	14' Ht. X 5' Spr., 3" Cal.	(7.00)	\$1,200.00	(\$8,400.00)
Deduct	Galphimia glauca/Thryallis	3 Gal., 18" Ht. X 18" Spr.	(328.00)	\$9.00	(\$2,952.00)
Deduct	Hamelia patens/Fire Bush	3 Gal., 18" Ht. X 18" Spr.	(291.00)	\$8.00	(\$2,328.00)
Deduct	Hibiscus rosa-sinensis 'seminole pink'/Seminole Pink Hibiscus	7 Gal., 30" Ht. X 24" Spr.	(80.00)	\$30.00	(\$2,400.00)
Deduct	Ligustrum japonicum/Japanese Privet	10' Ht. X 10' Spr., 1.5" Cal., Multi	(31.00)	\$900.00	(\$27,900.00)
Deduct	Myrica cerifera/Wax Myrtle	8' Ht. X 3' Spr.	(1.00)	\$200.00	(\$200.00)
Deduct	Nephrolepis exaltata/Florida Sword Fern	3 Gal., 24" Ht. X 18" Spr.	(429.00)	\$10.00	(\$4,290.00)
Deduct	Odontonema callistachyum/Purple Firespike	7 Gal., 36" Ht. X 24" Spr.	(48.00)	\$40.00	(\$1,920.00)
Deduct	Phoenix dactylifera 'medjool'/Medjool Date Palm Matched	18" Cal., 20' CT	(9.00)	\$6,500.00	(\$58,500.00)
Deduct	Plumbago auriculata/Blue Plumbago	3 Gal., 18" Ht. X 18" Spr.	(1,125.00)	\$7.50	(\$8,437.50)
Deduct	Podocarpus macrophyllus 'pringles'/Dwf Podocarpus	3 Gal., 12" Ht. X 12" Spr.	(554.00)	\$10.00	(\$5,540.00)
Deduct	Ptychosperma elegans/Alexander Palm	12' CW, Single Trunk	(13.00)	\$550.00	(\$7,150.00)
Deduct	Quercus virginiana/Southern Live Oak	22' Ht. X 10' Spr., 5" Cal.	(12.00)	\$1,500.00	(\$18,000.00)
Deduct	Quercus virginiana/Southern Live Oak	18' Ht. X 8' Spr., 4" Cal.	(11.00)	\$1,000.00	(\$11,000.00)
Deduct	Quercus virginiana/Southern Live Oak	14' Ht. X 6' Spr., 3.5" Cal.	(5.00)	\$700.00	(\$3,500.00)
Deduct	Root Barrier	Linear Feet	(888.00)	\$20.00	(\$17,760.00)
Deduct	Roystonea elata/Florida Royal Palm	14' GW, 18" Cal., Heavy Straight Trunk	(40.00)	\$1,400.00	(\$56,000.00)
Deduct	Roystonea elata/Florida Royal Palm	20' GW, 24" Cal., Heavy Straight Trunk	(6.00)	\$2,000.00	(\$12,000.00)
Deduct	Sabal palmetto/Cabbage Palmetto	12'-18' CT, Slick Straight Trunk	(48.00)	\$325.00	(\$15,600.00)
Deduct	Stenotaphrum secundatum 'floritam'/St. Augustine Sod	Square Feet	(76,074.00)	\$0.50	(\$38,037.00)
Deduct	Tabebuia heterophylla/Pink Tabebuia	12' Ht. X 6' Spr., 2.5" Cal.	(24.00)	\$450.00	(\$10,800.00)
Deduct	Tradescantia pallida 'purpurea'/Purple Queen	1 Gal., 6" Ht. X 6" Spr.	(1,774.00)	\$5.00	(\$8,870.00)
Deduct	Tradescantia spathacea 'dwf'/Dwf Oyster Plant	1 Gal., 6" Ht. X 6" Spr.	(1,778.00)	\$5.00	(\$8,890.00)
Deduct	Viburnum awabuki/Sweet Viburnum	25 Gal., 6' Ht. X 3' Spr.	(157.00)	\$175.00	(\$27,475.00)
				Total Deductions	(\$437,801.00)

Add	Acalypha hispida/Chenille Plant	3 Gal., 18" Ht. X 18" Spr.	79.00	\$10.00	\$790.00
Add	Acalypha wilkesiana/Copperleaf	3 Gal., 24" Ht. X 18" Spr.	135.00	\$10.00	\$1,350.00
Add	Acoelorrhaphe wrightii/Paurotis Palm	15 Gal., 6' Ht. X 5' Spr.	4.00	\$100.00	\$400.00
Add	Adonidia merrillii/Christmas Palm	18' Ht., Triple Trunk	4.00	\$600.00	\$2,400.00
Add	Adonidia merrillii/Christmas Palm	18' Ht., Triple Trunk	4.00	\$600.00	\$2,400.00
Add	Aechmea blanchetiana/Orange Bromeliad	7 Gal., 30" Ht. X 24" Spr.	40.00	\$100.00	\$4,000.00
Add	Chrysobalanus icaco 'red tip'/Red Tip Cocoplum	3 Gal., 18" Ht. X 12" Spr.	925.00	\$7.50	\$6,937.50
Add	Clusia guttifera/ Small Leaf Clusia	15 Gal., 6' Ht. x 4' Spr., 36" O.C., Full and Dense	106.00	\$350.00	\$37,100.00
Add	Clusia rosea/Autograph Tree	12' Ht. X 5' Spr., 2.5" Cal.	1.00	\$1,300.00	\$1,300.00
Add	Conocarpus erectus sericeus/Silver Buttonwood	12' Ht. X 6' Spr., 2.5" Cal. Multi Trunk	6.00	\$1,200.00	\$7,200.00
Add	Conocarpus erectus/Green Button Wood	12' Ht. X 6' Spr., 2.5" Cal.	7.00	\$450.00	\$3,150.00
Add	Dianella tasmanica 'variegata'/Variegated Flax Lily	3 Gal., 18" Ht. X 12" Spr.	1,527.00	\$8.00	\$12,216.00
Add	Duranta erecta 'gold mound'/Gold Mound Duranta	7 Gal., 18" Ht. X 18" Spr.	358.00	\$30.00	\$10,740.00
Add	Hymenocallis latifolia/Spider Lily	3 Gal., 18" Ht. X 15" Spr.	85.00	\$9.00	\$765.00
Add	Liriope muscari 'emerald goddess'/Emerald Goddess Border Grass	1 Gal., 12" Ht. X 12" Spr.	2,563.00	\$5.00	\$12,815.00
Add	Muhlenbergia capillaris/Pink Muhly Grass	1 Gal., 16" Ht. X 16" Spr.	400.00	\$8.00	\$3,200.00
Add	Ptychosperma elegans/Alexander Palm	14' CW, Triple Trunk	11.00	\$650.00	\$7,150.00
Add	Ptychosperma elegans/Alexander Palm	14' CW, Triple Trunk	11.00	\$650.00	\$7,150.00
Add	Roystonea elata/Florida Royal Palm	8' GW, 14" Cal., Heavy Straight Trunk	35.00	\$1,200.00	\$42,000.00
Add	Schefflera arbuticola / Green Schefflera	3 Gal., 12" Ht. x 12" spr., 24" O.C., Full to Base at	1,328.00	\$226.00	\$300,608.00



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Add	Schefflera arboricola 'Trinette'/Schefflera	3 Gal., 12" Ht. X 12" Spr.	503.00	\$7.50	\$3,772.50
Add	Serenoa repens/Saw Palmetto	7 Gal., 18" Ht. X 18" Spr.	491.00	\$70.00	\$34,370.00
Add	Shredded Melaleuca Mulch	3" Depth, Cubic Yards	16.00	\$30.00	\$480.00
Add	Strelitzia reginae/Orange Bird of Paradise	7 Gal., 36" Ht. X 24" Spr.	158.00	\$40.00	\$6,320.00
Add	Tripsacum dactyloides/Fakahatchee Grass	3 Gal., 18" Ht. X 18" Spr.	1,607.00	\$7.50	\$12,052.50
Add	Zamia pumilia / Coontie	3 Gal., 18" Ht. x 18" Spr., 36" O.C., Full and Dens	584.00	\$100.00	\$58,400.00
Total Additions					\$305,018.50

Total Changes in Scope **(\$132,782.50)**

Revised Contract Amount \$1,774,482.00

Notes:

*Quantities are based off of sheets LP-C to LP-11 of landscape plans dated 8/30/23.

Arazoza Brothers Corp.(Signature)

Date

Print Name & Title

Date

Approved By (Signature)

Date

Print Name & Title

Date

CHANGE ORDER NO. 3

Date of Issuance:	April 10, 2024	Effective Date:	April 10, 2024
Owner:	Avenir Community Development District 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	ARAZOZA BROTHERS CORPORATION 15901 S.W. 242 Street Homestead, FL 33031	Contractor's Project No.:	LI 8197-22
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202119
Project:	AVENIR SPINE ROAD PHASE 5	Contract Name:	Landscape & Irrigation


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

- Irrigation final cost - \$1,256,695.41

Attachments:

- Exhibit "A"

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Allowance: \$1,854,176.00	Original Contract Times: N/A
[Increase] [Decrease] form previously approved Change Orders Allowance No. <u>1</u> to No. <u>2</u> : \$185,838.00	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____: None
Contract Allowance prior to this Change Order: \$2,040,014.00	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

[Increase] [Decrease] of this Change Order Allowance \$1,256,695.41	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$3,296,709.41	Contract Times with all the approved Change Orders: N/A	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>4/10/2024</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: _____ Arazoza Brothers Corporation</p> <p>Name: _____ Title: _____ Date: _____</p>

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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 - CO#3 Updated Irrigation Design - CO #3

Key	Product Description	Specs	Qty	Unit Cost	Total Cost
Original	Original Contract Price Total	Lump Sum	1	\$1,854,176.00	\$1,854,176.00
Previous	Previous Landscape Change Orders Total	Lump Sum	1	(\$79,694.00)	(\$79,694.00)
Deduct	Budget: Irrigation System	Lump Sum	(1.00)	\$600,000.00	(\$600,000.00)
				Total Deductions	(\$600,000.00)
Add	Irrigation System	Lump Sum	1.00	\$1,556,695.41	\$1,556,695.41
Add	Pump Station	Unit	1.00	\$300,000.00	\$300,000.00
				Total Additions	\$1,856,695.41

TOTAL IRRIGATION COST = \$1,856,695.41
 LESS CONTRACT ALLOWANCE = \$600,000.00
 TOTAL CHANGE ORDER = \$1,256,695.41

Total Changes in Scope \$1,256,695.41

Revised Contract Amount \$3,031,177.41

Notes:

* Irrigation proposal is based upon drawings IR-C through IR-13 last dated 09/18/2023 by David Font Design.

Arazoza Brothers Corp.(Signature)

Date

Print Name & Title

Date

Approved By (Signature)

Date

Print Name & Title

Date

CHANGE ORDER NO. 1

Date of Issuance:	April 10, 2024	Effective Date:	April 10, 2024
Owner:	Avenir Community Development District 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	ARAZOZA BROTHERS CORPORATION 7027 S.W. 87 Court Miami, FL 33173	Contractor's Project No.:	LI 1493
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202120
Project:	AVENIR SPINE ROAD PHASE 6	Contract Name:	Landscape & Irrigation


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

- Irrigation system - \$478,421.52

Attachments:

- Exhibit "A"

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Allowance: \$910,933.00	Original Contract Times: N/A
[Increase] [Decrease] form previously approved Change Orders Allowance No. <u>0</u> to No. <u>0</u> : \$0.00	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____: None
Contract Allowance prior to this Change Order: \$910,933.00	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

[Increase] [Decrease] of this Change Order Allowance \$478,421.52	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$1,389,354.52	Contract Times with all the approved Change Orders: N/A	
<p align="center">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>4/10/2024</u></p>	<p align="center">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>Date: _____</p>	<p align="center">ACCEPTED:</p> <p>By: _____ Arazoza Brothers Corporation</p> <p>Name: _____ Title: _____ Date: _____</p>

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EXHIBIT "A"



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

Project: 1493 LI Avenir Spine Rd - Phase 6 - CO#1 - Updated Irrigation Plans - CO # 1

Key	Product Description	Specs	Qty	Unit Cost	Total Cost
Original	Original Contract Price Total	Lump Sum	1	\$910,933.00	\$910,933.00
Deduct	Budget: Irrigation System	Lump Sum	(1.00)	\$325,000.00	(\$325,000.00)
				Total Deductions	(\$325,000.00)
Add	Irrigation System	Lump Sum	1.00	\$803,421.52	\$803,421.52
				Total Additions	\$803,421.52
				Total Changes in Scope	\$478,421.52
				Revised Contract Amount	\$1,389,354.52

Notes:

* Irrigation proposal is based upon drawings IR-1 through IR-10 last dated 11/20/2023 by David Font Design.

Arazoza Brothers Corp.(Signature)

Date

Print Name & Title

Date

Approved By (Signature)

Date

Print Name & Title

Date

CHANGE ORDER NO. 18

Date of Issuance:	April 9, 2024	Effective Date:	November 29, 2023
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	200039
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202037
Project:	AVENIR PHASE TWO EARTHWORK	Contract Name:	Construction Contract (Earthwork Operations)

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

Description:


- Remove fill piles from miscellaneous parcels and move to Pod 19 - \$8,457.60
- Lake bank remediation Pod 10 - \$68,555.00

Total change order request = **\$77,012.60**

Attachments:

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$20,611,390.00	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>17</u> : \$15,333,484.39	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____: None

Contract Price prior to this Change Order: \$35,944,874.39		Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$77,012.60		[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$36,021,886.99		Contract Times with all the approved Change Orders: None
RECOMMENDED:  By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: <u>4/09/2024</u>	ACCEPTED: By: _____ Avenir Community Development District By: _____ Date: _____	ACCEPTED: By: _____ H and J Contracting, Inc. Jeremy Rury Vice President Date: _____

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

EXHIBIT "A"

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Development, LLC	Contact: Carlos Ballbe
Address: 550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Phone:
	Fax:
Project Name: Avenir Remove Fill From POD's To A19 - Clean Up Trash Pile	Bid Number: Change Order
Project Location: Palm Beach Gardens	Bid Date: 02/28/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
02.09.24	Spine 6 To POD 19	630.00	CY	\$2.40	\$1,512.00
02.12.24	Spine 6 To POD 19	810.00	CY	\$2.40	\$1,944.00
02.19.24	Remove Fill A2 To A19	126.00	CY	\$2.40	\$302.40
02.22.24	Load And Haul Trash For Keith	1.00	LS	\$1,416.00	\$1,416.00
02.22.24	Remove Fill A4 To A19	270.00	CY	\$2.40	\$648.00
02.23.24	Remove Fill A4 To A19	360.00	CY	\$2.40	\$864.00
02.26.24	Spine 6 To POD 19	540.00	UNIT	\$2.40	\$1,296.00
02.28.24	Remove Fill A2 To A19	198.00	CY	\$2.40	\$475.20

Total Bid Price: \$8,457.60

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre

franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Ballbe & Associates	Contact:	Carlos Ballbe, P.E.
Address:	2737 N.E. 30th Place Fort Lauderdale, FL 33306	Phone:	954-491-7811
		Fax:	954-444-8529
Project Name:	Avenir Pod 10 Phase 1-Reshape Lakes	Bid Number:	
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	02/15/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
General Conditions						
	100	Mobilization	1.00	LS	\$3,000.00	\$3,000.00
	105	Construction Layout And As-Built Survey	1.00	LS	\$2,200.00	\$2,200.00
	110	Geotechnical Testing (Does Not Include Underground Utility Backfill Density Testing)	1.00	LS	\$1,800.00	\$1,800.00
Total Price for above General Conditions Items:						\$7,000.00

Site Prep And Mass Grading

	115	Fill / Reshape Lakes	15,000.00	CY	\$3.00	\$45,000.00
	120	Machine Grade Rough	4,300.00	SY	\$0.25	\$1,075.00
	125	Machine Grade Fine	4,300.00	SY	\$0.60	\$2,580.00
	130	Sod Lake Banks (Bahia)	4,300.00	SY	\$3.00	\$12,900.00

Total Price for above Site Prep And Mass Grading Items: **\$61,555.00**

Total Bid Price: **\$68,555.00**

Notes:

- The prices included herein do not include cost of payment and performance bonds, permits, engineering, or testing.
- Prices quoted do not include excavation or disposal of hardpan, rock, muck or other undesirable materials or backfill replacement for same with suitable fill material. If required, said work may be performed on an equipment rental basis.
- Any trees requested by Customer to remain after initial clearing operation will become the responsibility of Customer to protect, trim and relocate or remove (if required).
- Contractor not responsible for existing utilities not shown on plans.
- Changes in labor classification, or assignment of work by anyone other than H & J, will establish a basis for renegotiation of prices set forth in this contract. At the sole option of H & J, this contract may be cancelled in the event that said changes occur.
- Unless otherwise agreed, any additional expense not covered by this quotation which is incurred by H & J as a result of utility conflicts, adverse weather, interruptions in work, or delays or damages caused by other contractors, will be borne by the customer.
- This contract shall govern in all cases of dispute unless other project documents are received and accepted in writing by H & J.
- Unless otherwise agreed herein, payment terms are net cash upon receipt of H & J's invoice. All monies not paid when due shall bear interest at the maximum rate allowed by law. Progress payments will be made on a monthly basis.
- If an agent and/or attorney is employed by H & J for collection of any delinquent payment(s), the customer agrees to pay, in addition to the service charge, all fees for the services of such agent and/or attorney (including but not limited to all fees and legal costs).
- This quotation and agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws. Venue of all proceedings shall be in Palm Beach County, or Broward County, Florida.
- This proposal is prepared based on utilizing standard heavy construction equipment and practices for excavations, infill, and compaction operations. If seismographic vibrations that may cause damage to adjacent structures are a concern, to the client, a geo-sonic monitoring company shall be employed by said client to monitor vibration activity on the project.
If at any time it is determined that the vibration levels exceed an acceptable rate as determined by the monitoring firm, the construction activities will have to be re-evaluated, and alternate means and methods put into place. These means and methods may add to costs and may be cause for a change order request.
- The prices quoted herein include (1) mobilization(s). Additonal mobilizations will be billed at \$1,500.00 ea.

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

CHANGE ORDER NO. 19

Date of Issuance:	April 9, 2024	Effective Date:	November 29, 2023
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	200039
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202037
Project:	AVENIR PHASE TWO EARTHWORK	Contract Name:	Construction Contract (Earthwork Operations)

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

Description:


- Silt fence repairs - \$62,916.00
- Cart path repairs – PN Blvd - \$4,730.00
- Cart path repairs – Pod 15 - \$10,187.00

Total change order request = \$77,833.00

Attachments:

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

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

[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>18</u> : \$15,410,496.99	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____ : None	
Contract Price prior to this Change Order: \$36,021,886.99	Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$77,833.00	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$36,099,719.99	Contract Times with all the approved Change Orders: None	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>4/09/2024</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ H and J Contracting, Inc. Jeremy Rury Vice President</p> <p>Date: _____</p>

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

EXHIBIT "A"

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
		Fax:	
Project Name:	Avenir Phase 2-Silt Fence	Bid Number:	Change Order
Project Location:	Palm Beach Gardens	Bid Date:	01/26/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Reinstall Silt Fence - Phase 2	14,930.00	LF	\$1.20	\$17,916.00
20	Monthly Silt Fence Maintenance	18.00	MO	\$2,500.00	\$45,000.00

Total Bid Price: \$62,916.00

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre

franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
		Fax:	
Project Name:	Avenir Cart Path Repair - Panther Entrance- FM Tie In	Bid Number:	Change Order
Project Location:	Palm Beach Gardens	Bid Date:	02/28/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Subgrade And Base Rock	1.00	LS	\$1,780.00	\$1,780.00
105	Asphalt Patch	1.00	LS	\$2,950.00	\$2,950.00

Total Bid Price: \$4,730.00

Notes:

- Change order is to repair cart path on the south side of the Panther National Blvd entrance due to a force main tie in.

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

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
		Fax:	
Project Name:	Avenir Cart Path Repair - Spine 4 South Of GL Parcel	Bid Number:	Change Order
Project Location:	Palm Beach Gardens	Bid Date:	02/28/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Subgrade And Base Rock	1.00	LS	\$2,245.00	\$2,245.00
105	Asphalt Patch	1.00	LS	\$2,950.00	\$2,950.00
110	Repour Concrete Sidewalk	416.00	SF	\$12.00	\$4,992.00

Total Bid Price: \$10,187.00

Notes:

- Change order is to repair cart path on the south side of the Panther National Blvd entrance due to a force main tie in.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Franz Favre franz.favre@hjcontracting.com
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CAULFIELD & WHEELER INC.
Consulting Engineers, Surveyors, & Landscape Architects

Celebrating
40
years

Engineering: EB0003591
Surveying: LB0003591
Landscape Architecture: LC0000318

March 12, 2024

Proposal #03-24-071

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

**Re: Agreement for professional Agreement for professional services relating to the
"AVENIR POD 16 CDD PROPERTY OVERLAP" project located in the City of
Palm Beach Gardens, Palm Beach County, Florida.**

Dear Mrs. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR POD 16 CDD PROPERTY OVERLAP" project. The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). SKETCH OF DESCRIPTION FOR AVENIR POD 16 CDD PARCEL OVERLAP

Consultant shall prepare a sketch and legal description for two CDD Overlap Boundary sketches, in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Fee.....\$1,250.00

2). MISCELLANEOUS SERVICES

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

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

3). GENERAL PROVISIONS

- A. The terms of this agreement shall be effective for one (1) year from the date of execution of this contract and may be renegotiated at the option of the Consultant.
- B. Receipt of this agreement (signed by all parties) shall be considered by Caulfield & Wheeler, Inc. as notice to proceed.
- C. Statements for the professional services rendered by Caulfield & Wheeler, Inc. under this agreement will be invoiced monthly based on a work-in-progress or completed basis and payment is due upon the Client's receipt of the invoice or statement. Invoices not paid within 60 days of the date of the invoice shall be deemed delinquent. Upon any invoice or statement becoming delinquent, Caulfield & Wheeler, Inc. may:
 1. Deem this agreement terminated. Caulfield & Wheeler, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or
 2. Withhold all work product of Caulfield & Wheeler, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements is received; file lien against the property for all outstanding invoices.

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

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

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

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

Page 4 – March 12, 2024
Proposal #03-24-071
Avenir Community Development District

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

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District



Signature

Print Name

Title

Date

Z:\PROPOSALS-BIDS\Pending\2024\Avenir Pod 16 CDD Property Overlap-Avenir CDD.docx



WR# 12363544

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 08 day of February, 2024 by and between Avenir Community Development District ~~AVENIR DEVELOPMENT LLC~~ (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 – Town Center Phase 1 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 \$109,031.77 (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 \$23,458.46 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 \$85,573.31.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 120/208 volt, three phase (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:
- 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:

For FPL (Date)

Accepted:

Customer

(Date)

Witness

(Date)

Witness

(Date)

**FPL****NOTIFICATION OF FPL FACILITIES**Customer/Agency Avenir Community Development

Developer/Contractor Name _____

Location of Project N/O Northlake BlvdFPL Representative Stacey Liebla

Developer/Contractor Representative _____

Date of Meeting/Contact: 04/26/23Project Number/Name: Avenir - Town Center phase 1City: Palm Beach GardensPhone: 561-790-5017FPL Work Request #/Work Order #: 12363544 / 12363561

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

Date

Date



Page 404



ESTIMATE	#669
ESTIMATE DATE	Jan 10, 2024
TOTAL	\$10,960.60

Patterson Electrical Contracting LLC

Avenir CDD
Avenir CDD
1501 Burns Rd
Palm Beach Gardens, FL 33410

CONTACT US

16701 Murcott Blvd
Loxahatchee, FL 33470

✉ flordaselectbuilders@yahoo.com

☎ (561) 946-8568

✉ John@pattersonelectricalcontracting.com

ESTIMATE

Services	qty	unit price	amount
Lump sum Price- Spine Rd 4 Irrigation Electrical service	1.0	\$10,960.60	\$10,960.60

Scope of work

Provide Electrical Drawings, Load calculations and electrical permits to complete work listed below.

Provide and install (1) 100-amp 480V 3- phase electrical service with (1) commercial duty 3- phase Meter and 100-amp main breaker disconnect within 25' of FPL pad mount transformer.

Provide and install conduit with wire rated 100 amps from main disconnect to Irrigation equipment controller, within 10' of electrical service.

This proposal includes Engineered stamped drawings, labor, materials and permitting for work listed above.

Payment terms

50% deposit due upon acceptance of this proposal

50% remainder due immediately upon completion of above scope of work.

Accepted

Date

Thyane Apelo 3/1/24

Services subtotal: \$10,960.60

Total

\$10,960.60



CAULFIELD & WHEELER INC.
Consulting Engineers, Surveyors, & Landscape Architects

Celebrating
40
years

Engineering: EB0003591
Surveying: LB0003591
Landscape Architecture: LC0000318

April 5, 2024

Proposal #04-24-036

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

Re: Agreement for professional Agreement for professional services relating to the "AVENIR – POD 10, PHASE 1 & 2 SUAE" project located in the City of Palm Beach Gardens, Palm Beach County, Florida.

Dear Ms. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR – POD 10, PHASE 1 & 2 SUAE". The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). SKETCH OF DESCRIPTION FOR AVENIR – POD 10, PHASE 1 & 2 SUAE

Consultant shall prepare two sketch and legal descriptions for the proposed "AVENIR – POD 10, PHASE 1 & 2 SUAE", in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Fee.....\$1,220.00

2). MISCELLANEOUS SERVICES

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

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

3). GENERAL PROVISIONS

- A. The terms of this agreement shall be effective for one (1) year from the date of execution of this contract and may be renegotiated at the option of the Consultant.
- B. Receipt of this agreement (signed by all parties) shall be considered by Caulfield & Wheeler, Inc. as notice to proceed.
- C. Statements for the professional services rendered by Caulfield & Wheeler, Inc. under this agreement will be invoiced monthly based on a work-in-progress or completed basis and payment is due upon the Client's receipt of the invoice or statement. Invoices not paid within 60 days of the date of the invoice shall be deemed delinquent. Upon any invoice or statement becoming delinquent, Caulfield & Wheeler, Inc. may:
 1. Deem this agreement terminated. Caulfield & Wheeler, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or
 2. Withhold all work product of Caulfield & Wheeler, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements is received; file lien against the property for all outstanding invoices.

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

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

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

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

Page 4 – April 5, 2024
Proposal #04-24-036
Avenir Community Development District

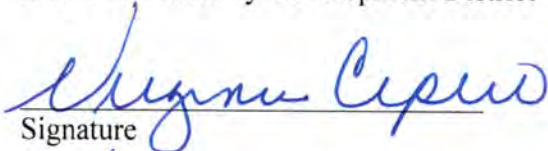
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District


Signature

Virginia Cepero
Print Name

CHAIR
Title

4/8/24
Date

Z:\PROPOSALS-BIDS\Pending\2024\Avenir Pod 10 Phases 1 & 2 SUAE-Avenir CDD.docx

LEGAL DESCRIPTION:

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

BEGINNING AT THE SOUTHEAST CORNER OF TRACT LIFESTYLE, PANTHER NATIONAL AT AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 18, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE, NORTH 23° 21' 40" EAST FOR A DISTANCE OF 224.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27° 07' 42", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 142.04 FEET; THENCE, NORTH 03° 46' 02" WEST FOR A DISTANCE OF 264.00 FEET; THENCE, NORTH 18° 32' 57" EAST FOR A DISTANCE OF 109.27 FEET; THENCE, NORTH 08° 33' 38" WEST FOR A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25° 43' 59", HAVING A RADIUS OF 1030.00 FEET, HAVING AN ARC DISTANCE OF 462.60 FEET, AND WHOSE LONG CHORD BEARS NORTH 68° 34' 22" EAST FOR A DISTANCE OF 458.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 26° 22' 44", HAVING A RADIUS OF 2835.00 FEET, HAVING AN ARC DISTANCE OF 1305.22 FEET; THENCE, SOUTH 07° 54' 54" EAST FOR A DISTANCE OF 155.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04° 30' 32", HAVING A RADIUS OF 2680.00 FEET, HAVING AN ARC DISTANCE OF 210.91 FEET, AND WHOSE LONG CHORD BEARS SOUTH 79° 49' 50" WEST FOR A DISTANCE OF 210.85 FEET; THENCE, SOUTH 12° 25' 27" EAST FOR A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 06° 26' 27", HAVING A RADIUS OF 2624.00 FEET, HAVING AN ARC DISTANCE OF 294.97 FEET, AND WHOSE LONG CHORD BEARS NORTH 80° 47' 47" EAST FOR A DISTANCE OF 294.82 FEET; THENCE, SOUTH 05° 59' 00" EAST FOR A DISTANCE OF 140.04 FEET; THENCE, SOUTH 84° 55' 32" WEST FOR A DISTANCE OF 76.46 FEET; THENCE, SOUTH 36° 46' 04" WEST FOR A DISTANCE OF 23.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 61° 57' 22", HAVING A RADIUS OF 78.00 FEET, HAVING AN ARC DISTANCE OF 84.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 22° 15' 15" EAST FOR A DISTANCE OF 80.29 FEET; THENCE, SOUTH 08° 43' 26" WEST FOR A DISTANCE OF 217.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 7.50 FEET, HAVING AN ARC DISTANCE OF 11.78 FEET; THENCE, SOUTH 81° 16' 34" EAST FOR A DISTANCE OF 4.69 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 124° 35' 04", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 108.72 FEET; THENCE, SOUTH 43° 18' 30" WEST FOR A DISTANCE OF 57.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 35° 25' 06", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 37.09 FEET, AND WHOSE LONG CHORD BEARS SOUTH 61° 01' 04" WEST FOR A DISTANCE OF 36.50 FEET; THENCE, SOUTH 11° 16' 23" EAST FOR A DISTANCE OF 20.25 FEET; THENCE, SOUTH 59° 39' 40" EAST FOR A DISTANCE OF 118.95 FEET; THENCE, NORTH 86° 46' 59" EAST FOR A DISTANCE OF 48.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 46° 31' 31", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 48.72 FEET, AND WHOSE LONG CHORD BEARS NORTH 20° 02' 45" EAST FOR A DISTANCE OF 47.39 FEET; THENCE, NORTH 43° 18' 30" EAST FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 52° 22' 43", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 54.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25° 57' 26", HAVING A RADIUS OF 587.00 FEET, HAVING AN ARC DISTANCE OF 265.93 FEET; THENCE, NORTH 79° 41' 31" EAST FOR A DISTANCE OF 173.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37° 26' 12", HAVING A RADIUS OF 75.00 FEET, HAVING AN ARC DISTANCE OF 49.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 126° 16' 43", HAVING A RADIUS OF 103.00 FEET, HAVING AN ARC DISTANCE OF 227.01 FEET; THENCE, SOUTH 11° 27' 57" EAST FOR A DISTANCE OF 72.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 06° 27' 34", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 33.82 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21° 05' 22", HAVING A RADIUS OF 970.00 FEET, HAVING AN ARC DISTANCE OF 357.04 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07° 55' 33", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 13.83 FEET; THENCE, SOUTH 18° 10' 13" EAST FOR A DISTANCE OF 76.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60° 58' 33", HAVING A RADIUS OF 63.00 FEET, HAVING AN ARC DISTANCE OF 67.05 FEET; THENCE, SOUTH 85° 50' 35" EAST FOR A DISTANCE OF 43.92 FEET; THENCE, NORTH 70° 00' 16" EAST FOR A DISTANCE OF 31.93 FEET; THENCE, SOUTH 11° 52' 11" EAST FOR A DISTANCE OF 190.56 FEET;

LEGAL DESCRIPTION CONTINUED ON SHEET 2:



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

APEX AT AVENIR PHASE ONE
AVENIR - POD 15
SKETCH OF DESCRIPTION

SHEET 1 OF 12

DATE 04/04/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

LEGAL DESCRIPTION CONTINUED FROM SHEET 1:

THENCE, NORTH 78° 07' 49" EAST FOR A DISTANCE OF 54.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 45' 40", HAVING A RADIUS OF 106.00 FEET, HAVING AN ARC DISTANCE OF 25.46 FEET; THENCE, SOUTH 11° 52' 11" EAST FOR A DISTANCE OF 131.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08° 31' 39", HAVING A RADIUS OF 221.00 FEET, HAVING AN ARC DISTANCE OF 32.89 FEET, AND WHOSE LONG CHORD BEARS SOUTH 73° 52' 00" WEST FOR A DISTANCE OF 32.86 FEET; THENCE, SOUTH 78° 07' 49" WEST FOR A DISTANCE OF 158.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09° 19' 07", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 162.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 52° 35' 35", HAVING A RADIUS OF 211.00 FEET, HAVING AN ARC DISTANCE OF 193.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 55° 26' 03", HAVING A RADIUS OF 560.00 FEET, HAVING AN ARC DISTANCE OF 541.80 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21° 24' 55", HAVING A RADIUS OF 93.00 FEET, HAVING AN ARC DISTANCE OF 34.76 FEET; THENCE, SOUTH 87° 23' 10" WEST FOR A DISTANCE OF 148.77 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25° 13' 54", HAVING A RADIUS OF 172.00 FEET, HAVING AN ARC DISTANCE OF 75.74 FEET TO THE BEGINNING OF A CURVATURE OF A COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31° 46' 47", HAVING A RADIUS OF 724.44 FEET, HAVING AN ARC DISTANCE OF 401.82 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24° 03' 31", HAVING A RADIUS OF 278.00 FEET, HAVING AN ARC DISTANCE OF 116.73 FEET; THENCE, NORTH 59° 39' 40" WEST FOR A DISTANCE OF 514.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 72° 07' 55", HAVING A RADIUS OF 162.71 FEET, HAVING AN ARC DISTANCE OF 204.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11° 08' 22", HAVING A RADIUS OF 470.57 FEET, HAVING AN ARC DISTANCE OF 91.49 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20° 26' 45", HAVING A RADIUS OF 398.96 FEET, HAVING AN ARC DISTANCE OF 142.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54° 48' 38", HAVING A RADIUS OF 128.00 FEET, HAVING AN ARC DISTANCE OF 122.45 FEET; THENCE, SOUTH 25° 10' 05" WEST FOR A DISTANCE OF 101.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10° 14' 51", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 178.85 FEET; THENCE, SOUTH 14° 55' 14" WEST FOR A DISTANCE OF 239.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 11' 52", HAVING A RADIUS OF 285.00 FEET, HAVING AN ARC DISTANCE OF 150.21 FEET, AND WHOSE LONG CHORD BEARS NORTH 76° 21' 52" WEST FOR A DISTANCE OF 148.48 FEET; THENCE, NORTH 61° 15' 56" WEST FOR A DISTANCE OF 320.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17° 19' 36", HAVING A RADIUS OF 345.58 FEET, HAVING AN ARC DISTANCE OF 104.51 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29° 45' 21", HAVING A RADIUS OF 196.00 FEET, HAVING AN ARC DISTANCE OF 101.79 FEET; THENCE, NORTH 75° 33' 46" WEST FOR A DISTANCE OF 248.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 72.044 ACRES, MORE OR LESS.

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

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

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N14°55'14"E ALONG THE WEST LINE OF TRACT LM15, AVENIR - POD 15 PLAT, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 4, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 2 OF 12



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

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR
AND MAPPER LS6272
STATE OF FLORIDA
L.B. 3591

DATE 04/04/2024

DRAWN BY RLF

F.B./ PG. N/A

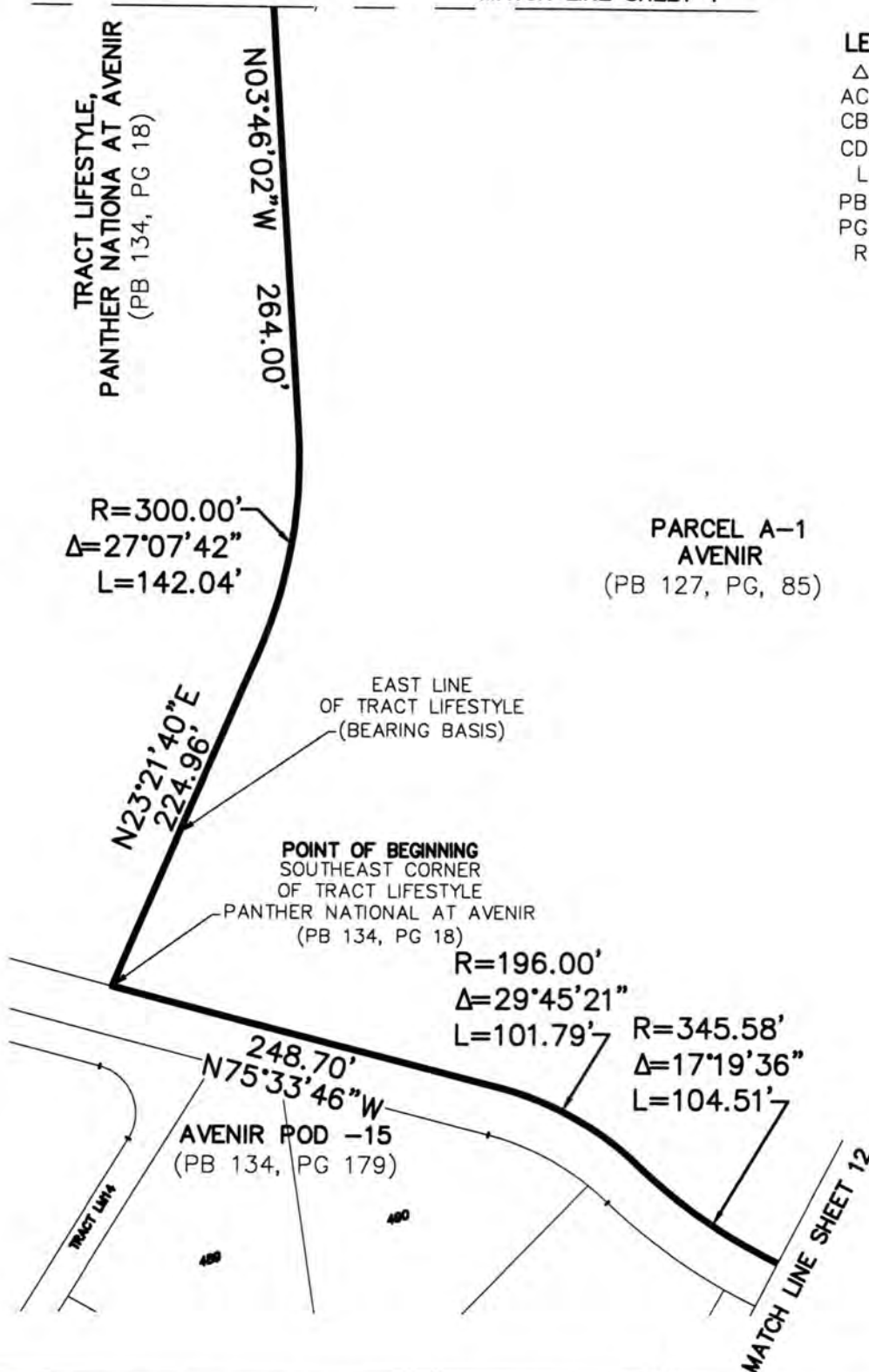
SCALE AS SHOWN

JOB NO. 7955

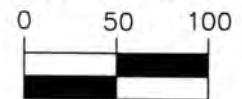
**APEX AT AVENIR PHASE ONE
AVENIR - POD 15
SKETCH OF DESCRIPTION**

LEGEND:

- Δ - DELTA CENTRAL ANGLE
 AC - ACRES
 CB - CHORD BEARING
 CD - CHORD DISTANCE
 L - ARC LENGTH
 PB - PLAT BOOK
 PG - PAGE
 R - RADIUS



GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.

SHEET 3 OF 12



CAULFIELD & WHEELER, INC.

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

AVENIR POD - 10
 PHASE 2
 SKETCH OF DESCRIPTION

DATE 04/04/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



LEGEND:

- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS

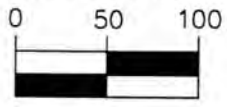
MATCH LINE SHEET 5

PANTHER NATIONAL
AT AVENIR
(PB 134, PG 1)
 $R=2835.00'$ $\Delta=26^{\circ}22'44''$ $L=1305.22'$

PARCEL A-1
AVENIR
(PB 127, PG, 85)

MATCH LINE
THIS SHEET

GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.

PANTHER NATIONAL
AT AVENIR
(PB 134, PG 1)
 $R=1030.00'$ $\Delta=25^{\circ}43'59''$ $L=462.60'$
 $CB=N68^{\circ}34'22''E$ $CD=458.72'$

MATCH LINE THIS SHEET

$N08^{\circ}33'38''W$
 $10.00'$

TRACT LIFESTYLE,
PANTHER NATIONA AT
AVENIR
(PB 134, PG 18)

$N18^{\circ}32'57''E$
 $109.27'$

PARCEL A-1
AVENIR
(PB 127, PG, 85)

MATCH LINE SHEET 3

SHEET 4 OF 12



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 POD - 10
PHASE 2
SKETCH OF DESCRIPTION

DATE	04/04/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

MATCH LINE SHEET 4

PANTHER NATIONAL
AT AVENIR
(PB 134, PG 1)

$R=2835.00'$ $\Delta=26^{\circ}22'44''$ $L=1305.22'$

$R=2680.00'$
 $\Delta=4^{\circ}30'32''$
 $L=210.91'$
 $CD=210.85'$
 $CB=S79^{\circ}49'50''W$

$S07^{\circ}54'54''E$
155.00'

GRAPHIC SCALE

0 50 100

(IN FEET)

1 INCH = 100 FT.

NORTH

$S12^{\circ}25'27''E$
56.00'

$R=2624.00'$
 $\Delta=6^{\circ}26'27''$
 $L=294.97'$
 $CD=294.82'$
 $CB=N80^{\circ}47'47''E$

$S36^{\circ}46'04''W$
23.53'

$S05^{\circ}59'00''E$
140.04'

$S84^{\circ}55'32''W$
76.46'

$R=78.00'$
 $\Delta=61^{\circ}57'22''$
 $L=84.34'$
 $CD=80.29'$
 $CB=S22^{\circ}15'15''E$

PARCEL A-1
AVENIR
(PB 127, PG, 85)

LEGEND:

Δ - DELTA CENTRAL ANGLE
AC - ACRES
CB - CHORD BEARING
CD - CHORD DISTANCE
L - ARC LENGTH
PB - PLAT BOOK
PG - PAGE
R - RADIUS

$R=7.50'$
 $\Delta=90^{\circ}00'00''$
 $L=11.78'$

$R=50.00'$
 $\Delta=124^{\circ}35'04''$
 $L=108.72'$

$S08^{\circ}43'26''W$
217.40'

$S81^{\circ}16'34''E$
4.69'

MATCH LINE SHEET 6

SHEET 5 OF 12



CAULFIELD & WHEELER, INC.

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PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR POD - 10
PHASE 2
SKETCH OF DESCRIPTION

DATE 04/04/2024

DRAWN BY RLF

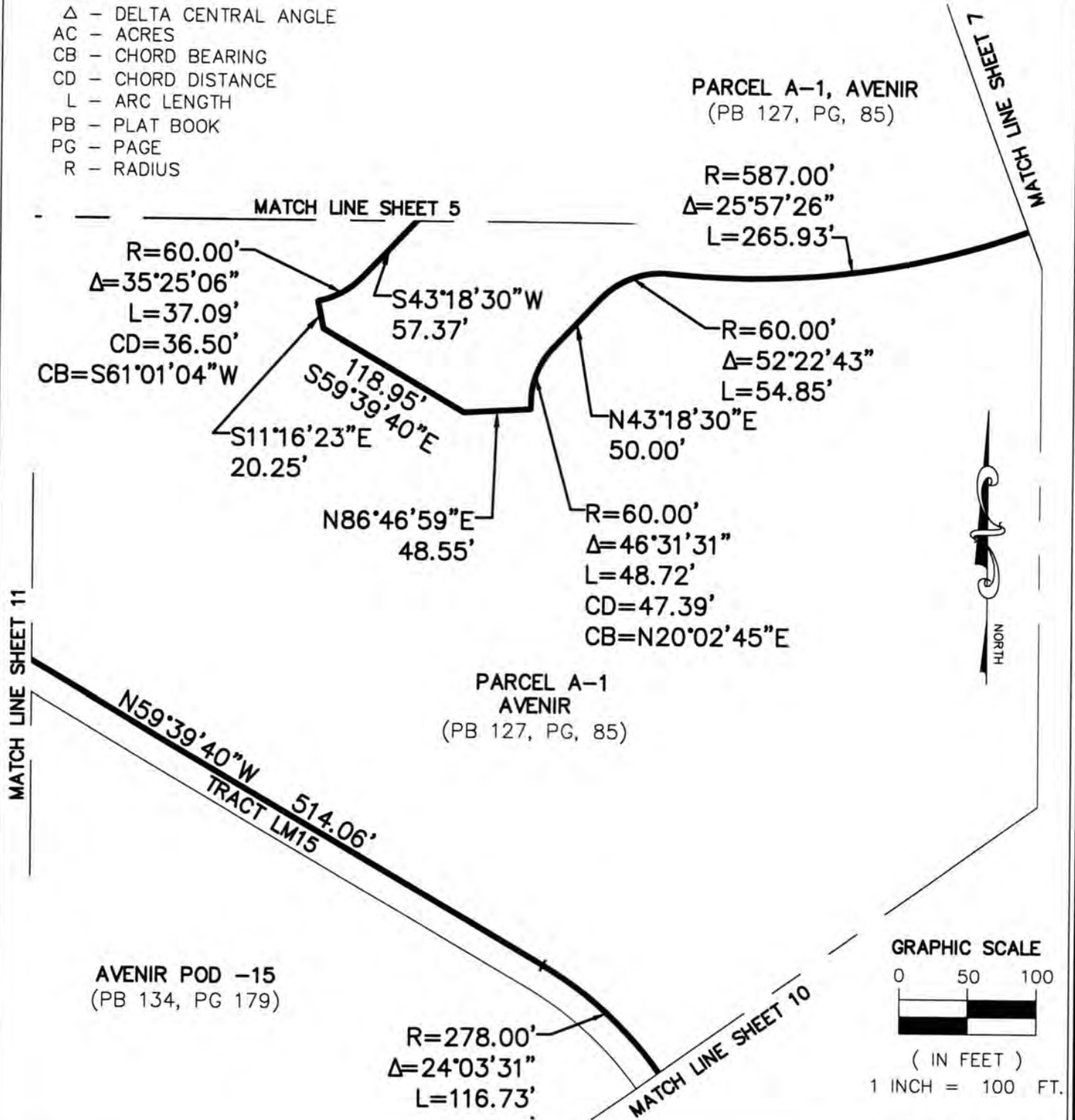
F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

LEGEND:

Δ - DELTA CENTRAL ANGLE
 AC - ACRES
 CB - CHORD BEARING
 CD - CHORD DISTANCE
 L - ARC LENGTH
 PB - PLAT BOOK
 PG - PAGE
 R - RADIUS



CAULFIELD & WHEELER, INC.



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AVENIR POD - 10
PHASE 2
SKETCH OF DESCRIPTION

SHEET 6 OF 12

DATE	04/04/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

MATCH LINE SHEET 6

MATCH LINE THIS SHEET

R=749.50'
 $\Delta=20^{\circ}41'27''$
L=270.66'

R=500.00'
 $\Delta=10^{\circ}43'43''$
L=93.62'

N89°34'46"W 255.43'

PARCEL A-1
AVENIR
(PB 127, PG, 85)

R=75.00'
 $\Delta=37^{\circ}26'12''$
L=49.00'

R=103.00'
 $\Delta=126^{\circ}16'43''$
L=227.01'

173.76'
N79°41'31"E

PARCEL A-1
AVENIR
(PB 127, PG, 85)

72.00'
S11°27'57"E

R=300.00'
 $\Delta=6^{\circ}27'34''$
L=33.82'

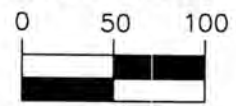
R=970.00'
 $\Delta=21^{\circ}05'22''$
L=357.04'



MATCH LINE THIS SHEET

MATCH LINE SHEET 8

GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FT.

LEGEND:

- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS



CAULFIELD & WHEELER, INC.

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

AVENIR POD - 10
PHASE 2
SKETCH OF DESCRIPTION

SHEET 7 OF 12

DATE	04/04/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

Page 417

MATCH LINE SHEET 10

MATCH LINE SHEET 8

PARCEL A-1, AVENIR
(PB 127, PG, 85)

S87°23'10"W
148.77'
TRACT LM15

R=93.00'
 $\Delta=21^{\circ}24'55''$
L=34.76'

AVENIR POD -15
(PB 134, PG 179)

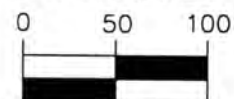
R=560.00' $\Delta=55^{\circ}26'03''$ L=541.80'

LEGEND:

Δ - DELTA CENTRAL ANGLE
AC - ACRES
CB - CHORD BEARING
CD - CHORD DISTANCE
L - ARC LENGTH
PB - PLAT BOOK
PG - PAGE
R - RADIUS



GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.

SHEET 9 OF 12



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 POD - 10
PHASE 2
SKETCH OF DESCRIPTION

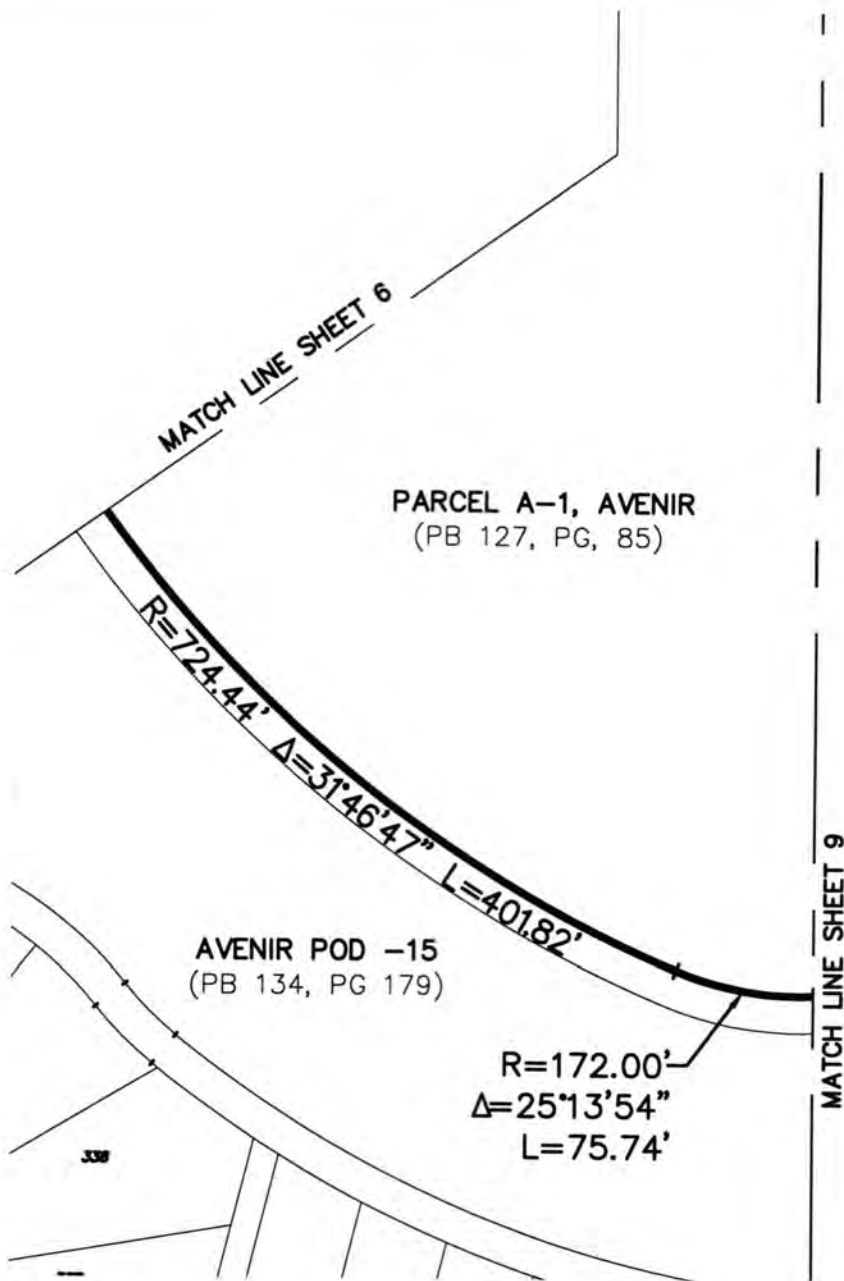
DATE 04/04/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

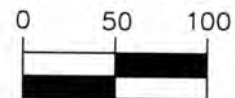
JOB NO. 7955



LEGEND:

- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS

GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FT.

SHEET 10 OF 12



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 POD - 10
PHASE 2
SKETCH OF DESCRIPTION**

DATE 04/04/2024

DRAWN BY RLF

F.B./ PG. N/A

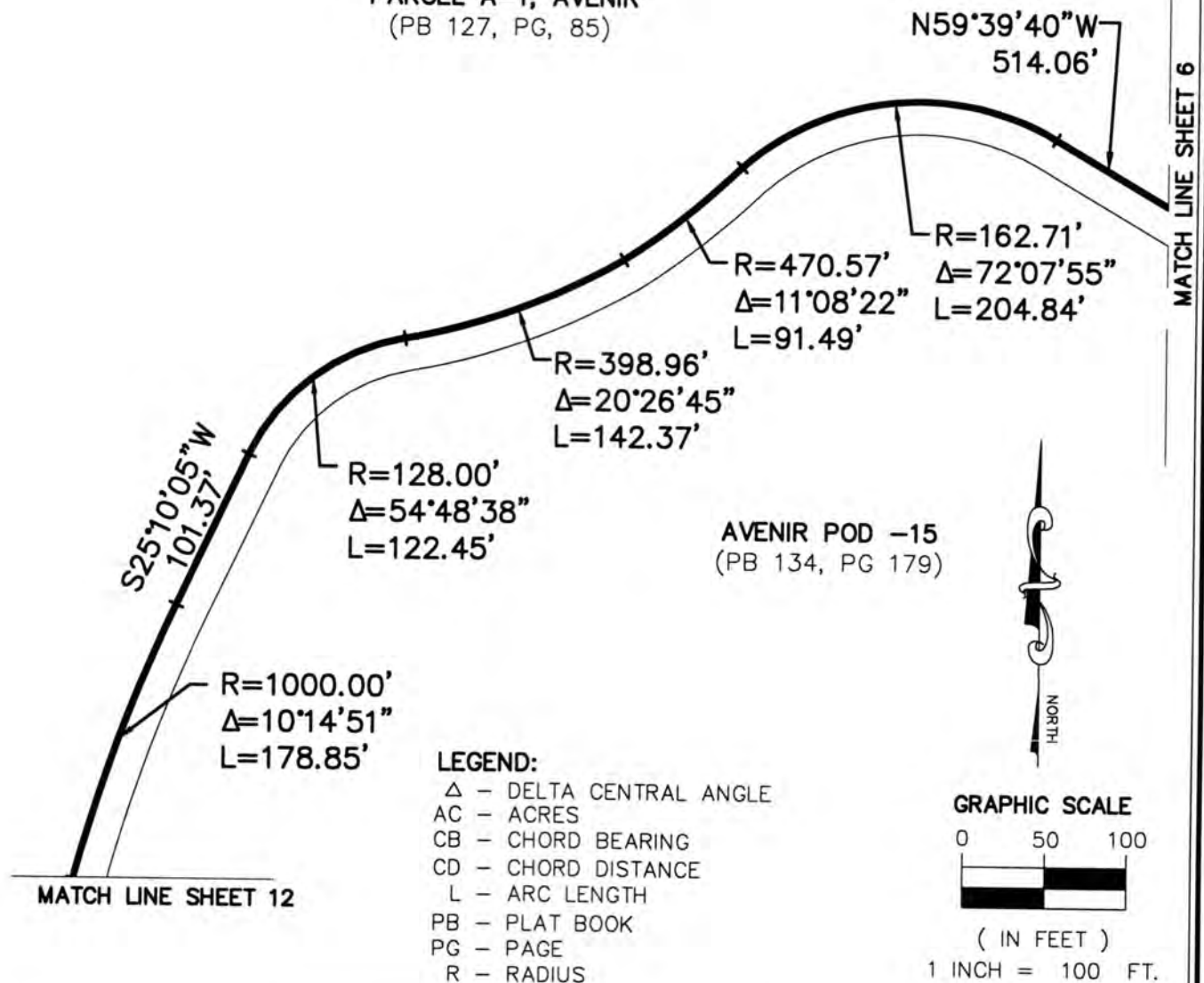
SCALE AS SHOWN

JOB NO. 7955

PARCEL A-1, AVENIR
(PB 127, PG, 85)

N59°39'40"W
514.06'

MATCH LINE SHEET 6



CAULFIELD & WHEELER, INC.



CIVIL ENGINEERING
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AVENIR POD - 10
PHASE 2
SKETCH OF DESCRIPTION

DATE 04/04/2024

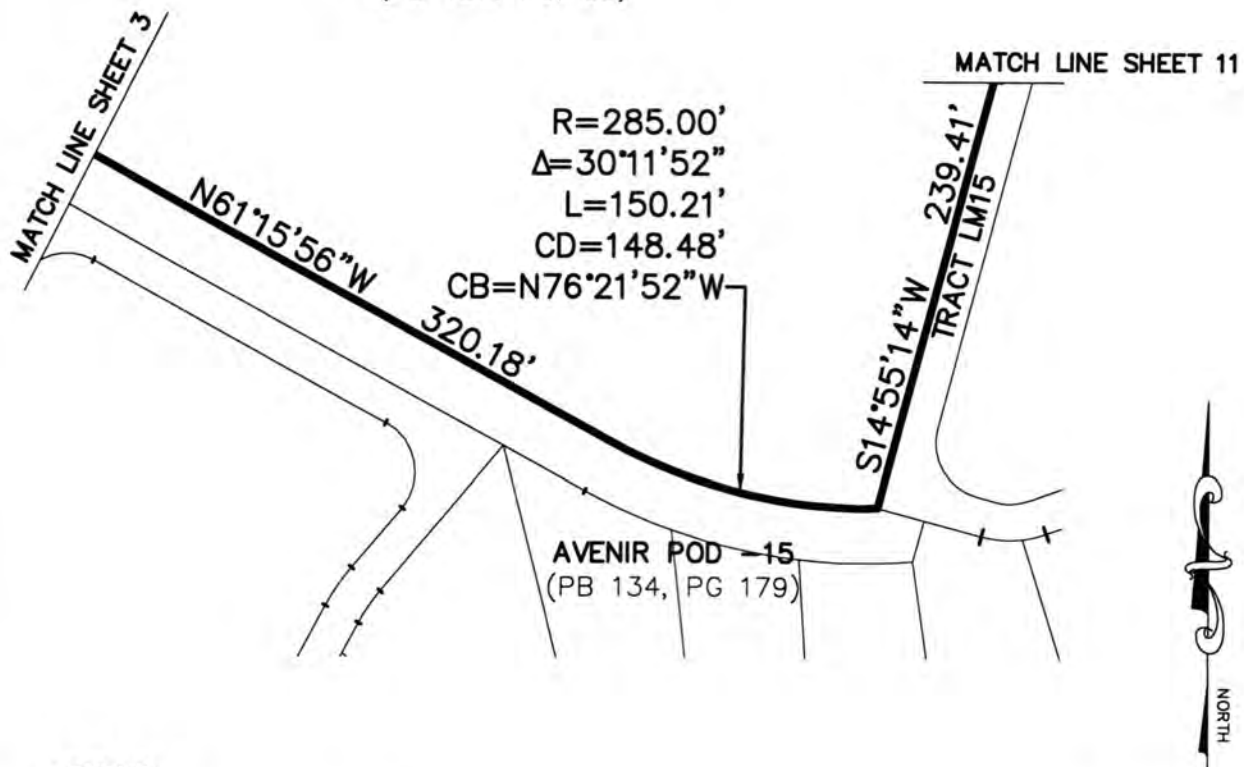
DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

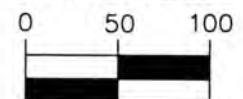
PARCEL A-1, AVENIR
(PB 127, PG, 85)



LEGEND:

Δ - DELTA CENTRAL ANGLE
AC - ACRES
CB - CHORD BEARING
CD - CHORD DISTANCE
L - ARC LENGTH
PB - PLAT BOOK
PG - PAGE
R - RADIUS

GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.

SHEET 12 OF 12



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 POD - 10
PHASE 2
SKETCH OF DESCRIPTION

DATE 04/04/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

LEGAL DESCRIPTION:

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

BEGINNING AT THE NORTHEAST CORNER OF AVENIR - POD 15, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 179, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 138.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32° 59' 55", HAVING A RADIUS OF 78.00 FEET, HAVING AN ARC DISTANCE OF 44.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33° 07' 22", HAVING A RADIUS OF 221.00 FEET, HAVING AN ARC DISTANCE OF 127.76 FEET; THENCE, NORTH 11° 52' 11" WEST FOR A DISTANCE OF 131.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13° 45' 40", HAVING A RADIUS OF 106.00 FEET, HAVING AN ARC DISTANCE OF 25.46 FEET, AND WHOSE LONG CHORD BEARS SOUTH 71° 15' 00" WEST FOR A DISTANCE OF 25.40 FEET; THENCE, SOUTH 78° 07' 49" WEST FOR A DISTANCE OF 51.79 FEET; THENCE, NORTH 14° 41' 08" WEST FOR A DISTANCE OF 56.07 FEET; THENCE, NORTH 11° 52' 11" WEST FOR A DISTANCE OF 134.56 FEET; THENCE, SOUTH 70° 00' 16" WEST FOR A DISTANCE OF 31.93 FEET; THENCE, NORTH 85° 50' 35" WEST FOR A DISTANCE OF 43.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 60° 58' 33", HAVING A RADIUS OF 63.00 FEET, HAVING AN ARC DISTANCE OF 67.05 FEET, AND WHOSE LONG CHORD BEARS NORTH 12° 19' 04" EAST FOR A DISTANCE OF 63.93 FEET; THENCE, NORTH 18° 10' 13" WEST FOR A DISTANCE OF 76.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07° 55' 33", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 13.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21° 05' 22", HAVING A RADIUS OF 970.00 FEET, HAVING AN ARC DISTANCE OF 357.04 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 27' 34", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 33.82 FEET; THENCE, NORTH 11° 27' 57" WEST FOR A DISTANCE OF 72.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 126° 16' 43", HAVING A RADIUS OF 103.00 FEET, HAVING AN ARC DISTANCE OF 227.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 37° 26' 12", HAVING A RADIUS OF 75.00 FEET, HAVING AN ARC DISTANCE OF 49.00 FEET; THENCE, SOUTH 79° 41' 31" WEST FOR A DISTANCE OF 173.76 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10° 43' 43", HAVING A RADIUS OF 500.00 FEET, HAVING AN ARC DISTANCE OF 93.62 FEET; THENCE, NORTH 89° 34' 46" WEST FOR A DISTANCE OF 255.43 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20° 41' 27", HAVING A RADIUS OF 749.50 FEET, HAVING AN ARC DISTANCE OF 270.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25° 57' 26", HAVING A RADIUS OF 587.00 FEET, HAVING AN ARC DISTANCE OF 265.93 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52° 22' 43", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 54.85 FEET; THENCE, SOUTH 43° 18' 30" WEST FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 46° 31' 31", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 48.72 FEET; THENCE, SOUTH 86° 46' 59" WEST FOR A DISTANCE OF 48.55 FEET; THENCE, NORTH 59° 39' 40" WEST FOR A DISTANCE OF 118.95 FEET; THENCE, NORTH 11° 16' 23" WEST FOR A DISTANCE OF 20.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 35° 25' 06", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 37.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 61° 01' 04" EAST FOR A DISTANCE OF 36.50 FEET; THENCE, NORTH 43° 18' 30" EAST FOR A DISTANCE OF 57.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 124° 35' 04", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 108.72 FEET; THENCE, NORTH 81° 16' 34" WEST FOR A DISTANCE OF 4.69 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 7.50 FEET, HAVING AN ARC DISTANCE OF 11.78 FEET; THENCE, NORTH 08° 43' 26" EAST FOR A DISTANCE OF 217.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 61° 57' 22", HAVING A RADIUS OF 78.00 FEET, HAVING AN ARC DISTANCE OF 84.34 FEET; THENCE, NORTH 36° 46' 04" EAST FOR A DISTANCE OF 23.53 FEET; THENCE, NORTH 84° 55' 32" EAST FOR A DISTANCE OF 76.46 FEET; THENCE, NORTH 05° 59' 00" WEST FOR A DISTANCE OF 140.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 26' 27", HAVING A RADIUS OF 2624.00 FEET, HAVING AN ARC DISTANCE OF 294.97 FEET, AND WHOSE LONG CHORD BEARS SOUTH 80° 47' 47" WEST FOR A DISTANCE OF 294.82 FEET;

CONTINUED ON SHEET 2:

SHEET 1 OF 9



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 4/04/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

CONTINUED FROM SHEET 1:

THENCE, NORTH 12° 25' 27" WEST FOR A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04° 30' 32", HAVING A RADIUS OF 2680.00 FEET, HAVING AN ARC DISTANCE OF 210.91 FEET, AND WHOSE LONG CHORD BEARS NORTH 79° 49' 50" EAST FOR A DISTANCE OF 210.85 FEET; THENCE, NORTH 07° 54' 54" WEST FOR A DISTANCE OF 155.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07° 54' 54", HAVING A RADIUS OF 2835.00 FEET, HAVING AN ARC DISTANCE OF 391.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 86° 02' 33" EAST FOR A DISTANCE OF 391.32 FEET; THENCE, NORTH 90° 00' 00" EAST FOR A DISTANCE OF 167.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13° 58' 58", HAVING A RADIUS OF 980.00 FEET, HAVING AN ARC DISTANCE OF 239.17 FEET; THENCE, SOUTH 77° 06' 38" EAST FOR A DISTANCE OF 20.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23° 28' 37", HAVING A RADIUS OF 530.00 FEET, HAVING AN ARC DISTANCE OF 217.17 FEET; THENCE, NORTH 78° 19' 08" EAST FOR A DISTANCE OF 72.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11° 02' 23", HAVING A RADIUS OF 2206.00 FEET, HAVING AN ARC DISTANCE OF 425.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 85° 45' 48", HAVING A RADIUS OF 231.00 FEET, HAVING AN ARC DISTANCE OF 345.77 FEET; THENCE, NORTH 85° 07' 19" EAST FOR A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15° 38' 35", HAVING A RADIUS OF 4040.00 FEET, HAVING AN ARC DISTANCE OF 1103.02 FEET, AND WHOSE LONG CHORD BEARS SOUTH 12° 41' 59" EAST FOR A DISTANCE OF 1099.60 FEET; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 209.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.356 ACRES, MORE OR LESS.

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

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

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N14°55'14"E ALONG THE WEST LINE OF TRACT LM15, AVENIR - POD 15 PLAT, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:


I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 4, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 2 OF 9



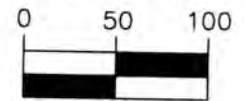
CAULFIELD & WHEELER, INC.

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


RONNIE L. FURNISS
PROFESSIONAL SURVEYOR
AND MAPPER LS6272
STATE OF FLORIDA
L.B. 3591

DATE	4/04/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

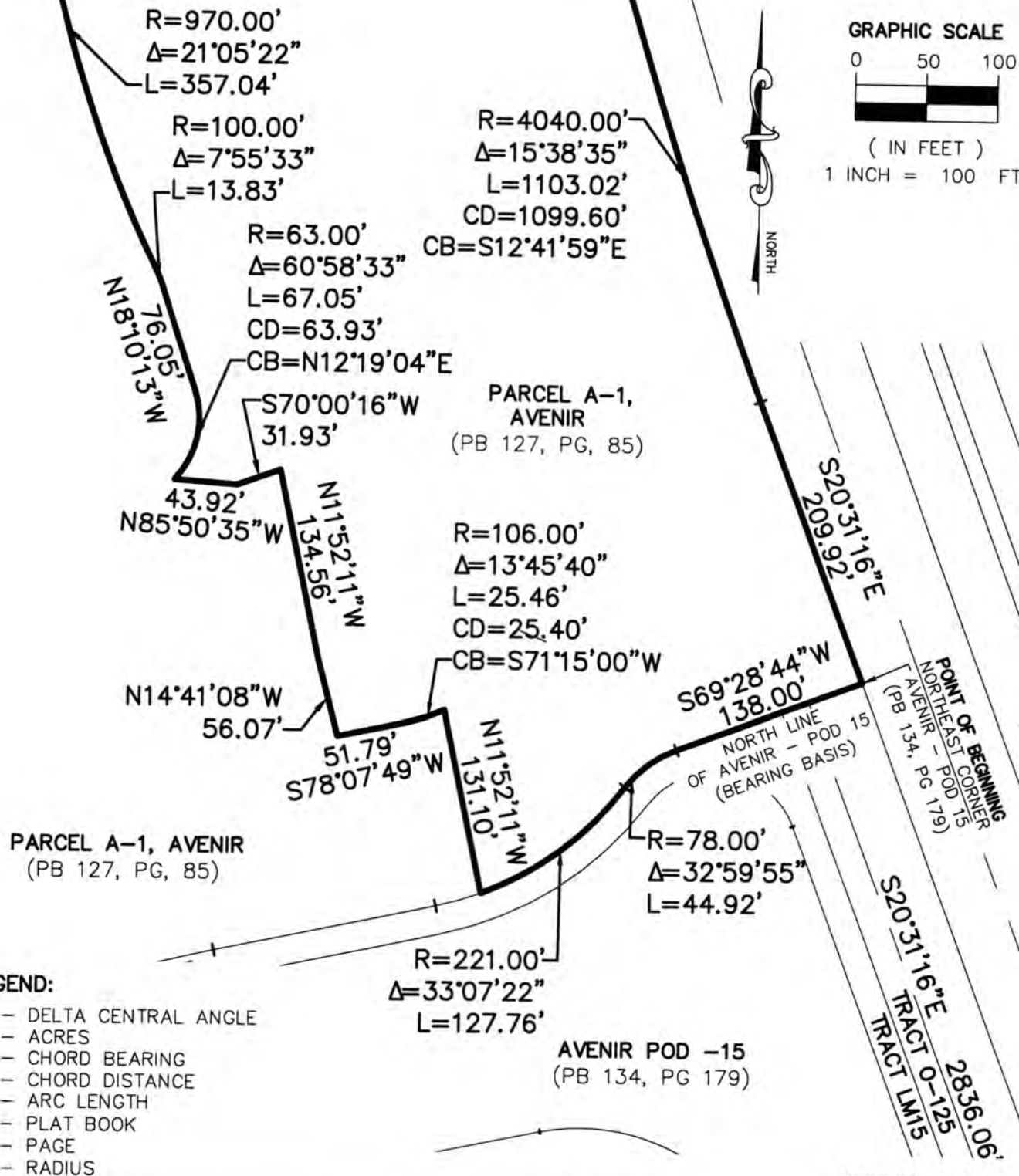
GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.

NORTH



SHEET 3 OF 9



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
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PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR POD - 10
PHASE 1
SKETCH OF DESCRIPTION

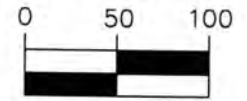
DATE	4/04/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

MATCH LINE SHEET 9

R=231.00'
 $\Delta=85^{\circ}45'48''$
 L=345.77'

70.00'
 N85°07'19"E

GRAPHIC SCALE



(IN FEET)
 1 INCH = 100 FT.



MATCH LINE SHEET 5

R=75.00'
 $\Delta=37^{\circ}26'12''$
 L=49.00'

R=103.00'
 $\Delta=126^{\circ}16'43''$
 L=227.01'

PARCEL A-1,
 AVENIR
 (PB 127, PG, 85)

N11°27'57"W
 72.00'

R=300.00'
 $\Delta=6^{\circ}27'34''$
 L=33.82'

R=970.00'
 $\Delta=21^{\circ}05'22''$
 L=357.04'

R=4040.00' $\Delta=15^{\circ}38'35''$ L=1103.02'
 CB=S12°41'59"E CD=1099.60'

LEGEND:

- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS

MATCH LINE SHEET 3

SHEET 4 OF 9



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
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AVENIR POD - 10
 PHASE 1
 SKETCH OF DESCRIPTION

DATE 4/04/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

MATCH LINE SHEET 6

MATCH LINE SHEET 4

PARCEL A-1,
AVENIR
(PB 127, PG, 85)

R=749.50'
 $\Delta=20^{\circ}41'27''$
L=270.66'

R=500.00'
 $\Delta=10^{\circ}43'43''$
L=93.62'

255.43'
N89°34'46"W

173.76'
S79°41'31"W

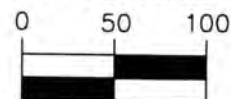
PARCEL A-1,
AVENIR
(PB 127, PG, 85)

LEGEND:

Δ - DELTA CENTRAL ANGLE
AC - ACRES
CB - CHORD BEARING
CD - CHORD DISTANCE
L - ARC LENGTH
PB - PLAT BOOK
PG - PAGE
R - RADIUS



GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FT.

SHEET 5 OF 9



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
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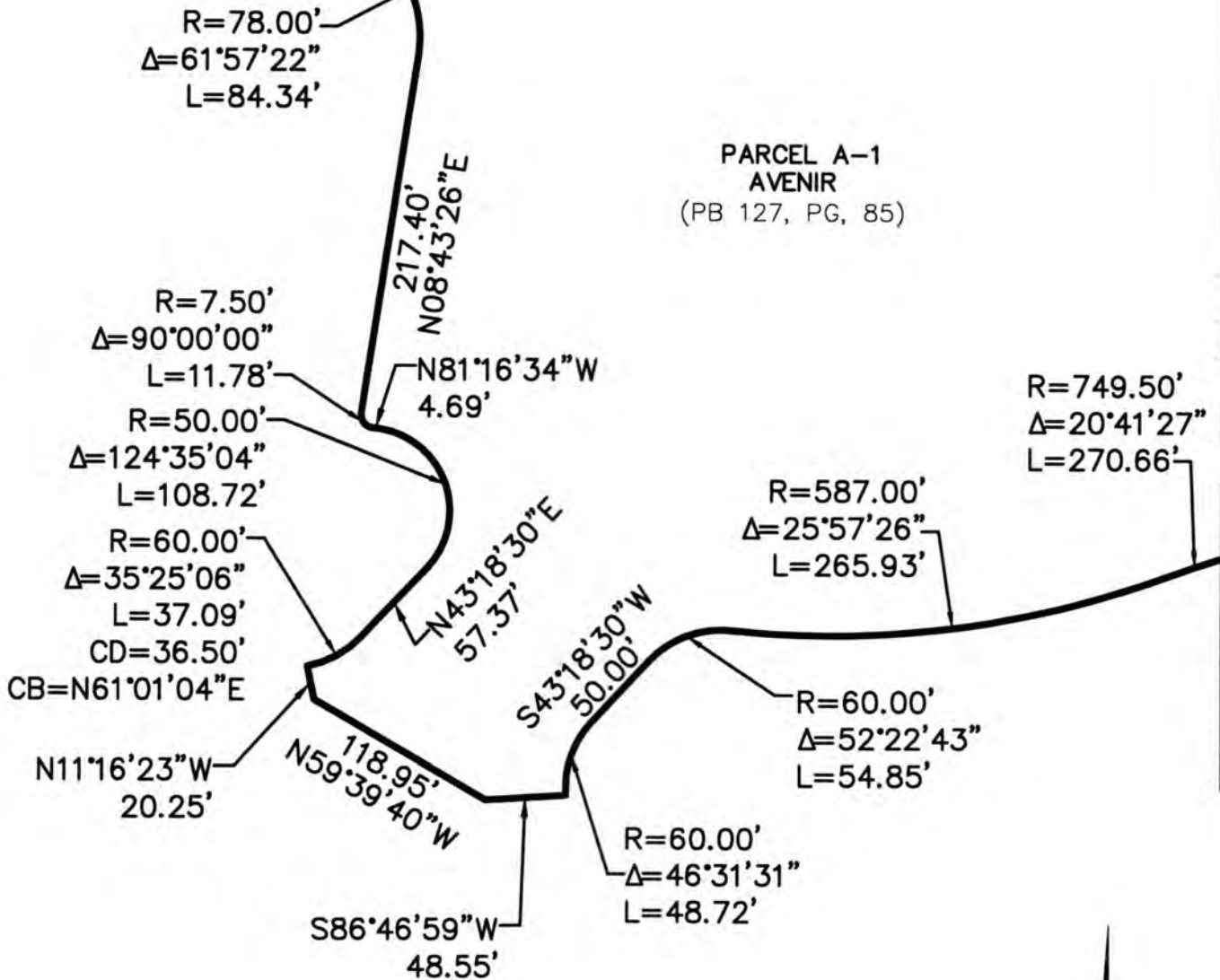
AVENIR POD - 10
PHASE 1
SKETCH OF DESCRIPTION

DATE	4/04/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

MATCH LINE SHEET 7

PARCEL A-1
AVENIR
(PB 127, PG. 85)

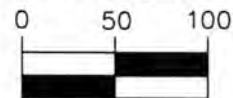
MATCH LINE SHEET 5



LEGEND:

Δ - DELTA CENTRAL ANGLE
 AC - ACRES
 CB - CHORD BEARING
 CD - CHORD DISTANCE
 L - ARC LENGTH
 PB - PLAT BOOK
 PG - PAGE
 R - RADIUS

GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.



SHEET 6 OF 9



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
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 PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR POD - 10
PHASE 1
SKETCH OF DESCRIPTION

DATE	4/04/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

PANTHER NATIONAL
AT AVENIR
(PB 134, PG 1)

R=2835.00'
Δ=7°54'54"
L=391.64'
CD=391.32'
CB=N86°02'33"E

R=2680.00'
Δ=4°30'32"
L=210.91'
CD=210.85'
CB=N79°49'50"E

PARCEL A-1,
AVENIR
(PB 127, PG, 85)

N12°25'27"W
56.00'

R=2624.00'
Δ=6°26'27"
L=294.97'
CD=294.82'
CB=S80°47'47"W

N84°55'32"E
76.46'
N36°46'04"E
23.53'

N05°59'00"W
140.04'

MATCH LINE SHEET 6

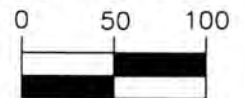
MATCH LINE SHEET 8

LEGEND:

Δ - DELTA CENTRAL ANGLE
AC - ACRES
CB - CHORD BEARING
CD - CHORD DISTANCE
L - ARC LENGTH
PB - PLAT BOOK
PG - PAGE
R - RADIUS



GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FT.

SHEET 7 OF 9



CAULFIELD & WHEELER, INC.

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AVENIR POD - 10
PHASE 1
SKETCH OF DESCRIPTION

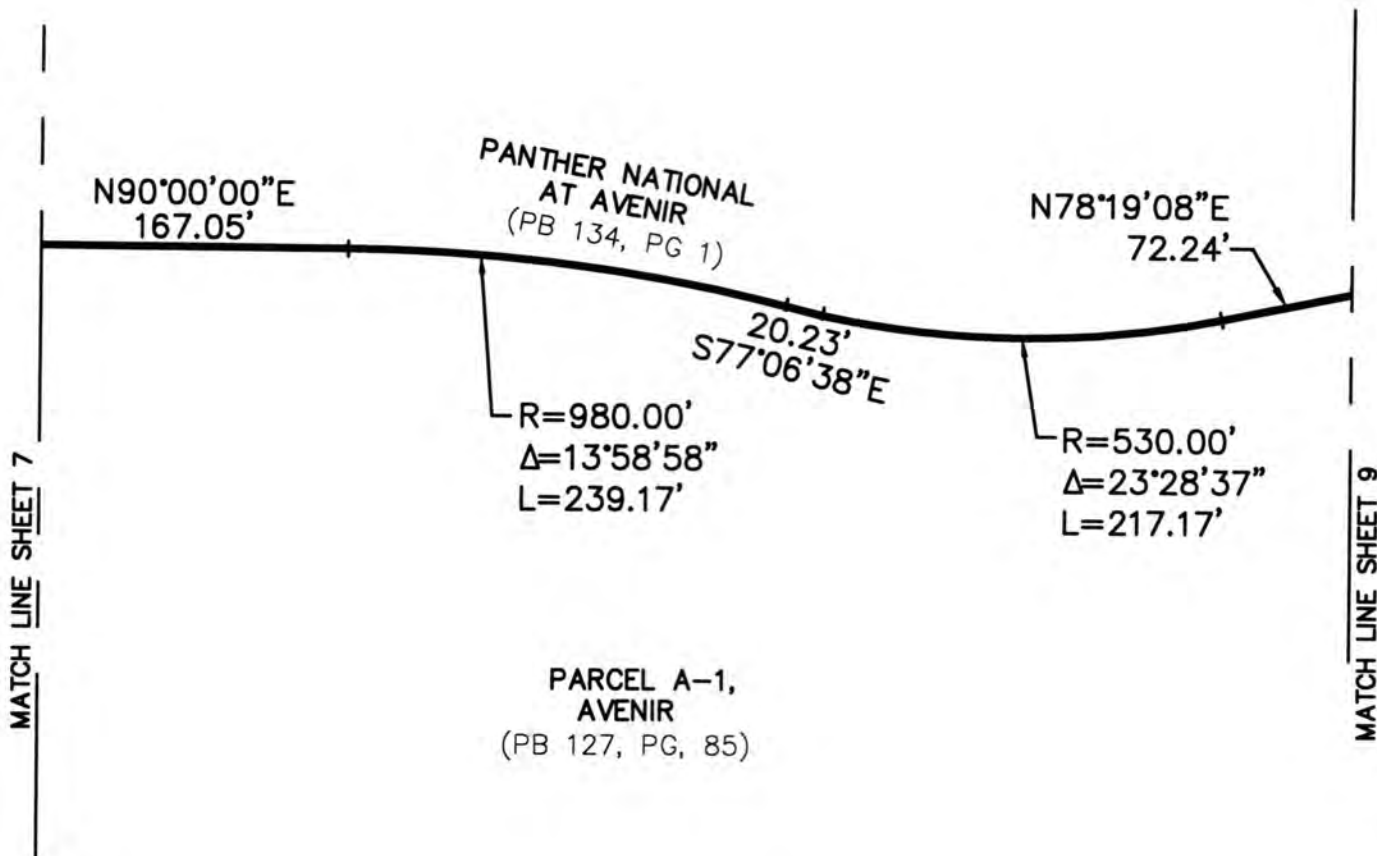
DATE 4/04/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

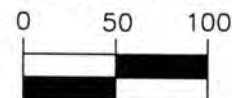


LEGEND:

Δ - DELTA CENTRAL ANGLE
AC - ACRES
CB - CHORD BEARING
CD - CHORD DISTANCE
L - ARC LENGTH
PB - PLAT BOOK
PG - PAGE
R - RADIUS



GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.

SHEET 8 OF 9



CAULFIELD & WHEELER, INC.

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PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR POD - 10
PHASE 1
SKETCH OF DESCRIPTION**

DATE 4/04/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

MATCH LINE SHEET 8

PANTHER NATIONAL
AT AVENIR
(PB 134, PG 1)

R=231.00'
 $\Delta=85^{\circ}45'48''$
L=345.77'

R=2206.00'
 $\Delta=11^{\circ}02'23''$
L=425.06'

PARCEL A-1,
AVENIR
(PB 127, PG, 85)

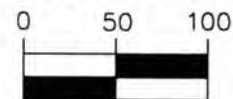
MATCH LINE SHEET 4

LEGEND:

Δ - DELTA CENTRAL ANGLE
AC - ACRES
CB - CHORD BEARING
CD - CHORD DISTANCE
L - ARC LENGTH
PB - PLAT BOOK
PG - PAGE
R - RADIUS



GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FT.

SHEET 9 OF 9



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 POD - 10
PHASE 1
SKETCH OF DESCRIPTION**

DATE 4/04/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



CAULFIELD & WHEELER INC.
Consulting Engineers, Surveyors, & Landscape Architects

Celebrating
40
years

Engineering: EB0003591
Surveying: LB0003591
Landscape Architecture: LC0000318

April 5, 2024

Proposal #04-24-037

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

Re: Agreement for professional Agreement for professional services relating to the "AVENIR – POD 21, PHASE 1 & 2 SUAE" project located in the City of Palm Beach Gardens, Palm Beach County, Florida.

Dear Ms. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR – POD 21 , PHASE 1 & 2 SUAE". The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). SKETCH OF DESCRIPTION FOR AVENIR – POD 21, PHASE 1 & 2 SUAE

Consultant shall prepare two sketch and legal descriptions for the proposed "AVENIR – POD 21, PHASE 1 & 2 SUAE", in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Fee.....\$1,220.00

2). MISCELLANEOUS SERVICES

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

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

3). GENERAL PROVISIONS

- A. The terms of this agreement shall be effective for one (1) year from the date of execution of this contract and may be renegotiated at the option of the Consultant.
- B. Receipt of this agreement (signed by all parties) shall be considered by Caulfield & Wheeler, Inc. as notice to proceed.
- C. Statements for the professional services rendered by Caulfield & Wheeler, Inc. under this agreement will be invoiced monthly based on a work-in-progress or completed basis and payment is due upon the Client's receipt of the invoice or statement. Invoices not paid within 60 days of the date of the invoice shall be deemed delinquent. Upon any invoice or statement becoming delinquent, Caulfield & Wheeler, Inc. may:
 1. Deem this agreement terminated. Caulfield & Wheeler, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or
 2. Withhold all work product of Caulfield & Wheeler, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements is received; file lien against the property for all outstanding invoices.

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

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

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

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

Page 4 – April 5, 2024
Proposal #04-24-037
Avenir Community Development District

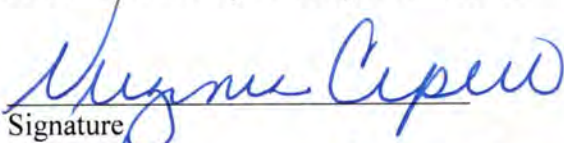
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
Caulfield & Wheeler, Inc.

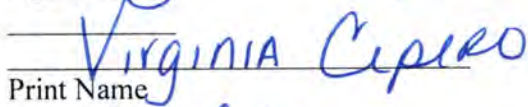


David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District



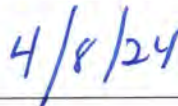
Signature



Print Name



Title



Date

Z:\PROPOSALS-BIDS\Pending\2024\Avenir Pod 20 Phases 1 & 2 SUAE-Avenir CDD.docx

LEGAL DESCRIPTION:

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

COMMINGING AT THE SOUTHEAST CORNER OF TRACT RBE8, AVENIR - POD 15, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 79, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE, NORTH 85° 07' 17" WEST FOR A DISTANCE OF 2521.12 FEET TO THE POINT OF BEGINNING AND POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "A"; THENCE, SOUTH 39° 40' 37" WEST FOR A DISTANCE OF 164.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01° 15' 32", HAVING A RADIUS OF 561.00 FEET, HAVING AN ARC DISTANCE OF 12.33 FEET, AND WHOSE LONG CHORD BEARS NORTH 50° 41' 37" WEST FOR A DISTANCE OF 12.33 FEET; THENCE, SOUTH 39° 40' 37" WEST FOR A DISTANCE OF 56.01 FEET; THENCE, SOUTH 50° 19' 23" EAST FOR A DISTANCE OF 2.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 39' 45", HAVING A RADIUS OF 617.00 FEET, HAVING AN ARC DISTANCE OF 71.75 FEET; THENCE, SOUTH 39° 40' 37" WEST FOR A DISTANCE OF 125.75 FEET; THENCE, SOUTH 21° 14' 04" EAST FOR A DISTANCE OF 34.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 45° 21' 52", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 39.59 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 21' 33" WEST FOR A DISTANCE OF 38.56 FEET; THENCE, SOUTH 39° 40' 37" WEST FOR A DISTANCE OF 18.87 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 58° 44' 20", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 51.26 FEET; THENCE, SOUTH 19° 03' 43" EAST FOR A DISTANCE OF 194.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20° 29' 39", HAVING A RADIUS OF 308.00 FEET, HAVING AN ARC DISTANCE OF 110.17 FEET; THENCE, SOUTH 01° 25' 55" WEST FOR A DISTANCE OF 66.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.54 FEET; THENCE, SOUTH 88° 34' 05" EAST FOR A DISTANCE OF 241.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 39' 04", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 45.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 39' 47", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 63.93 FEET; THENCE, SOUTH 01° 25' 55" WEST FOR A DISTANCE OF 133.55 FEET; THENCE, SOUTH 05° 33' 51" EAST FOR A DISTANCE OF 15.56 FEET; THENCE, NORTH 84° 26' 09" EAST FOR A DISTANCE OF 34.00 FEET; THENCE, SOUTH 03° 41' 33" EAST FOR A DISTANCE OF 41.00 FEET; THENCE, SOUTH 01° 25' 55" WEST FOR A DISTANCE OF 166.32 FEET; THENCE, SOUTH 88° 34' 05" EAST FOR A DISTANCE OF 633.58 FEET; THENCE, NORTH 01° 06' 43" EAST FOR A DISTANCE OF 541.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24° 03' 38", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 474.53 FEET, AND WHOSE LONG CHORD BEARS NORTH 62° 21' 12" WEST FOR A DISTANCE OF 471.05 FEET; THENCE, NORTH 50° 19' 23" WEST FOR A DISTANCE OF 676.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.836 ACRES, MORE OR LESS.

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

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N50°19'23"W ALONG THE SOUTH LINE OF TRACT RBE8, AVENIR - POD 15 PLAT, AS RECORDED IN PLAT BOOK 134, PAGE 79 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MARCH 15, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 10



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

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR
AND MAPPER LS6272
STATE OF FLORIDA
L.B. 3591

DATE	3/15/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR - POD 21
PHASE 2
SKETCH OF DESCRIPTION

LEGAL DESCRIPTION TOGETHER WITH:

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

COMMENCING AT SAID REFERENCE POINT "A"; THENCE N50°19'23"W, A DISTANCE OF 348.21 FEET TO THE POINT OF BEGINNING; THENCE S39°40'37"W, A DISTANCE OF 151.10 FEET; THENCE S42°15'38"W, A DISTANCE OF 56.18 FEET; THENCE S39°40'37"W, A DISTANCE OF 135.71 FEET; THENCE S43°08'56"E, A DISTANCE OF 68.31 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 82° 49' 33", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 72.28 FEET; THENCE S39°40'37"W, A DISTANCE OF 45.21 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 58° 44' 20", HAVING A RADIUS OF 308.00 FEET, HAVING AN ARC DISTANCE OF 315.76 FEET; THENCE S19°03'43"E, A DISTANCE OF 207.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20° 29' 39", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 35.77 FEET; THENCE S01°25'55"W, A DISTANCE OF 22.47 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89° 56' 28", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.49 FEET; THENCE S01°25'50"W, A DISTANCE OF 129.05 FEET; THENCE N88°34'05"W, A DISTANCE OF 4.48 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01° 48' 27", HAVING A RADIUS OF 1056.00 FEET, HAVING AN ARC DISTANCE OF 33.31 FEET; THENCE S00°10'57"E, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01° 49' 06", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 31.74 FEET, AND WHOSE LONG CHORD BEARS SOUTH 89° 28' 38" EAST FOR A DISTANCE OF 31.73 FEET; THENCE S88°34'05"E, A DISTANCE OF 18.27 FEET; THENCE S01°25'55"W, A DISTANCE OF 180.57 FEET; THENCE N88°34'05"W, A DISTANCE OF 660.34 FEET; THENCE, N01° 25' 55" E FOR A DISTANCE OF 723.54 FEET; THENCE S24°05'07"W, A DISTANCE OF 180.89 FEET; THENCE N63°06'58"W, A DISTANCE OF 52.63 FEET; THENCE N42°13'54"W, A DISTANCE OF 54.71 FEET; THENCE S09°50'12"W, A DISTANCE OF 64.99 FEET; THENCE S46°46'37"W, A DISTANCE OF 64.16 FEET; THENCE N85°01'50"W, A DISTANCE OF 58.26 FEET; THENCE S77°05'51"W, A DISTANCE OF 37.71 FEET; THENCE S50°24'09"W, A DISTANCE OF 106.00 FEET; THENCE S74°05'40"W, A DISTANCE OF 42.87 FEET; THENCE S60°32'03"W, A DISTANCE OF 63.95 FEET; THENCE N00°03'55"E, A DISTANCE OF 97.60 FEET; THENCE N43°30'23"W, A DISTANCE OF 25.02 FEET; THENCE N49°46'18"E, A DISTANCE OF 30.20 FEET; THENCE N41°33'40"E, A DISTANCE OF 34.35 FEET; THENCE N41°33'49"E, A DISTANCE OF 13.26 FEET; THENCE N89°39'46"E, A DISTANCE OF 32.62 FEET; THENCE N41°33'46"E, A DISTANCE OF 50.46 FEET; THENCE N47°56'30"E, A DISTANCE OF 39.43 FEET; THENCE N27°57'31"E, A DISTANCE OF 29.38 FEET; THENCE N69°16'55"E, A DISTANCE OF 29.67 FEET; THENCE N49°46'08"E, A DISTANCE OF 23.56 FEET; THENCE N89°39'58"E, A DISTANCE OF 12.56 FEET; THENCE N70°30'21"E, A DISTANCE OF 36.93 FEET; THENCE N55°53'33"E, A DISTANCE OF 32.70 FEET; THENCE N89°39'46"E, A DISTANCE OF 19.88 FEET; THENCE N41°33'42"E, A DISTANCE OF 40.70 FEET; THENCE N89°39'46"E, A DISTANCE OF 66.72 FEET; THENCE N00°01'41"W, A DISTANCE OF 276.21 FEET; THENCE S74°05'31"W, A DISTANCE OF 26.43 FEET; THENCE N42°14'09"W, A DISTANCE OF 78.00 FEET; THENCE N81°17'29"W, A DISTANCE OF 45.97 FEET; THENCE N74°45'59"W, A DISTANCE OF 22.57 FEET; THENCE N78°02'14"W, A DISTANCE OF 76.74 FEET; THENCE N50°26'36"W, A DISTANCE OF 19.12 FEET; THENCE N32°59'31"W, A DISTANCE OF 58.04 FEET; THENCE N82°24'19"W, A DISTANCE OF 31.37 FEET; THENCE N05°21'21"E, A DISTANCE OF 25.76 FEET; THENCE N27°57'29"E, A DISTANCE OF 51.14 FEET; THENCE N81°43'55"E, A DISTANCE OF 56.48 FEET; THENCE N08°50'32"W, A DISTANCE OF 47.98 FEET; THENCE N49°46'13"E, A DISTANCE OF 47.46 FEET; THENCE N27°57'26"E, A DISTANCE OF 27.25 FEET; THENCE N79°08'22"E, A DISTANCE OF 74.89 FEET; THENCE N00°00'00"E, A DISTANCE OF 57.58 FEET; THENCE N53°43'23"W, A DISTANCE OF 20.75 FEET; THENCE N35°19'58"E, A DISTANCE OF 51.45 FEET; THENCE S54°40'02"E, A DISTANCE OF 35.57 FEET; THENCE S61°12'25"E, A DISTANCE OF 49.21 FEET; THENCE N77°05'43"E, A DISTANCE OF 27.85 FEET; THENCE S61°12'28"E, A DISTANCE OF 24.02 FEET; THENCE N80°36'55"E, A DISTANCE OF 45.20 FEET; THENCE N89°39'46"E, A DISTANCE OF 42.87 FEET; THENCE N59°15'57"E, A DISTANCE OF 132.93 FEET; THENCE N30°32'55"E, A DISTANCE OF 48.56 FEET; THENCE N65°37'58"E, A DISTANCE OF 47.47 FEET; THENCE N14°02'22"E, A DISTANCE OF 49.74 FEET; THENCE N41°33'42"E, A DISTANCE OF 46.79 FEET; THENCE N10°30'39"W, A DISTANCE OF 54.18 FEET; THENCE N65°38'02"E, A DISTANCE OF 28.23 FEET; THENCE N06°01'51"W, A DISTANCE OF 179.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.019 ACRES, MORE OR LESS.

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

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD. **SHEET 2 OF 10**



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 - POD 21
PHASE 2
SKETCH OF DESCRIPTION

DATE 3/15/2024

DRAWN BY RLF

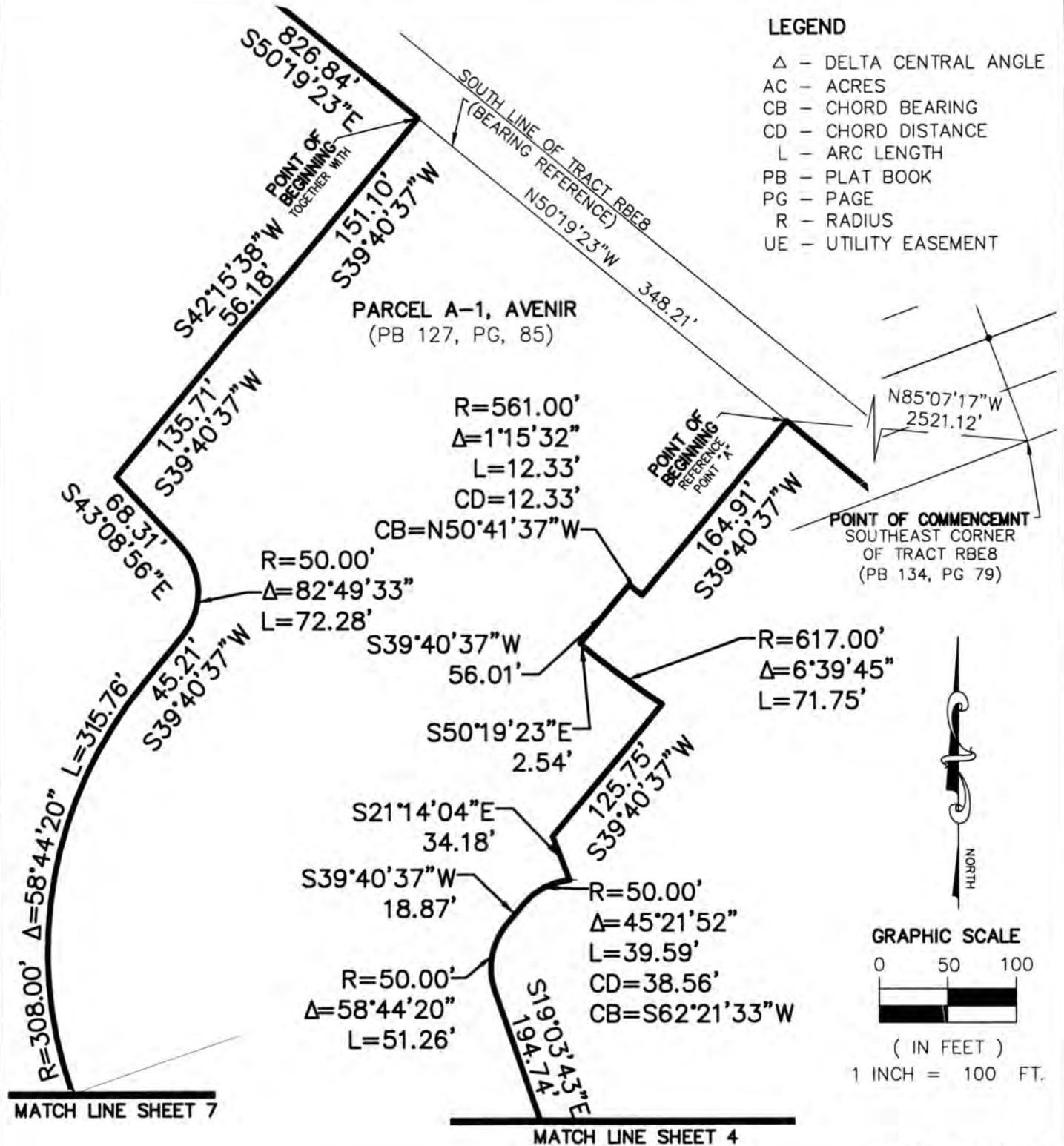
F.B./ PG. N/A

SCALE AS SHOWN

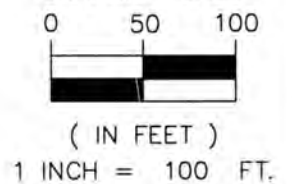
JOB NO. 7955

LEGEND

- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS
- UE - UTILITY EASEMENT



GRAPHIC SCALE



SHEET 3 OF 10



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 - POD 21
PHASE 2
SKETCH OF DESCRIPTION

DATE	3/15/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

MATCH LINE SHEET 3

LEGEND

- CL - CENTERLINE
- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS
- UE - UTILITY EASEMENT

S19°03'43"E
194.74'

R=308.00'
Δ=20°29'39"
L=110.17'

PARCEL A-1, AVENIR
(PB 127, PG, 85)

S01°25'55"W
66.61'

R=50.00'
Δ=90°00'00"
L=78.54'

R=300.00'
Δ=8°39'04"
L=45.30'

R=1000.00'
Δ=3°39'47"
L=63.93'

S88°34'05"E

241.31'

PARCEL A-1, AVENIR
(PB 127, PG, 85)



S05°33'51"E
15.56'

N84°26'09"E
34.00'

S03°41'33"E
41.00'

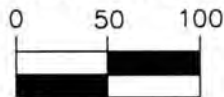
133.55'
S01°25'55"W

166.32'
S01°25'55"W

S88°34'05"E 633.58'

MATCH LINE SHEET 5

GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.

SHEET 4 OF 10



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 - POD 21
PHASE 2
SKETCH OF DESCRIPTION

DATE	3/15/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

MATCH LINE SHEET 6

MATCH LINE SHEET 4

$R=1130.00'$ $\Delta=24^{\circ}03'38''$ $L=474.53'$
 $CB=N62^{\circ}21'12''W$ $CD=471.05'$

TRACT R1
AVENIR DRIVE

PARCEL A-1, AVENIR
(PB 127, PG, 85)

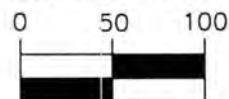
$N01^{\circ}06'43''E$ 541.71'

$S88^{\circ}34'05''E$ 633.58'

127



GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.

LEGEND

- CL - CENTERLINE
- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS
- UE - UTILITY EASEMENT

SHEET 5 OF 10



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 - POD 21
PHASE 2
SKETCH OF DESCRIPTION

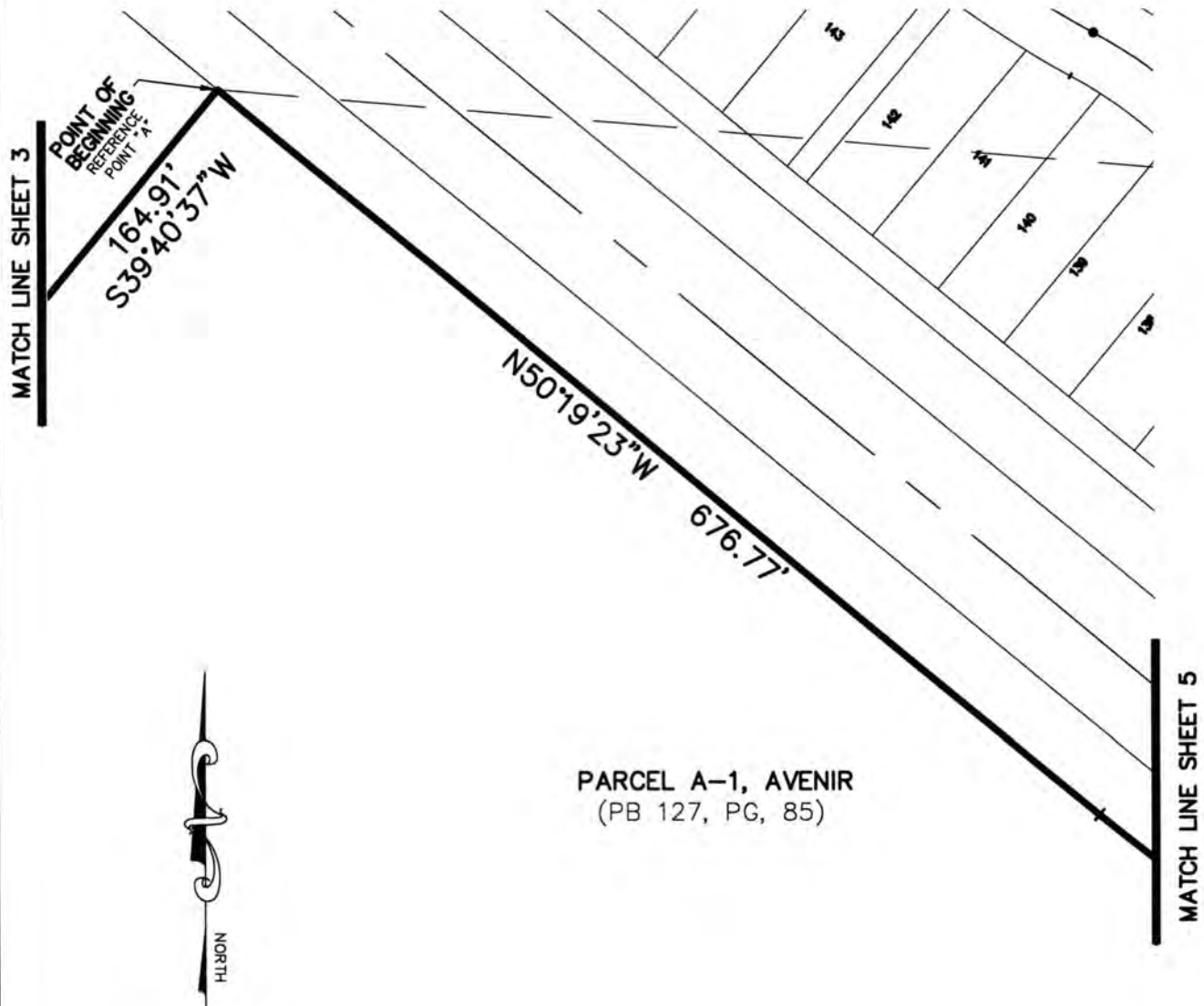
DATE 3/15/2024

DRAWN BY RLF

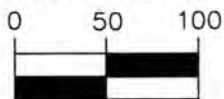
F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.

LEGEND

AC - ACRES
PB - PLAT BOOK
PG - PAGE
UE - UTILITY EASEMENT

SHEET 6 OF 10



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

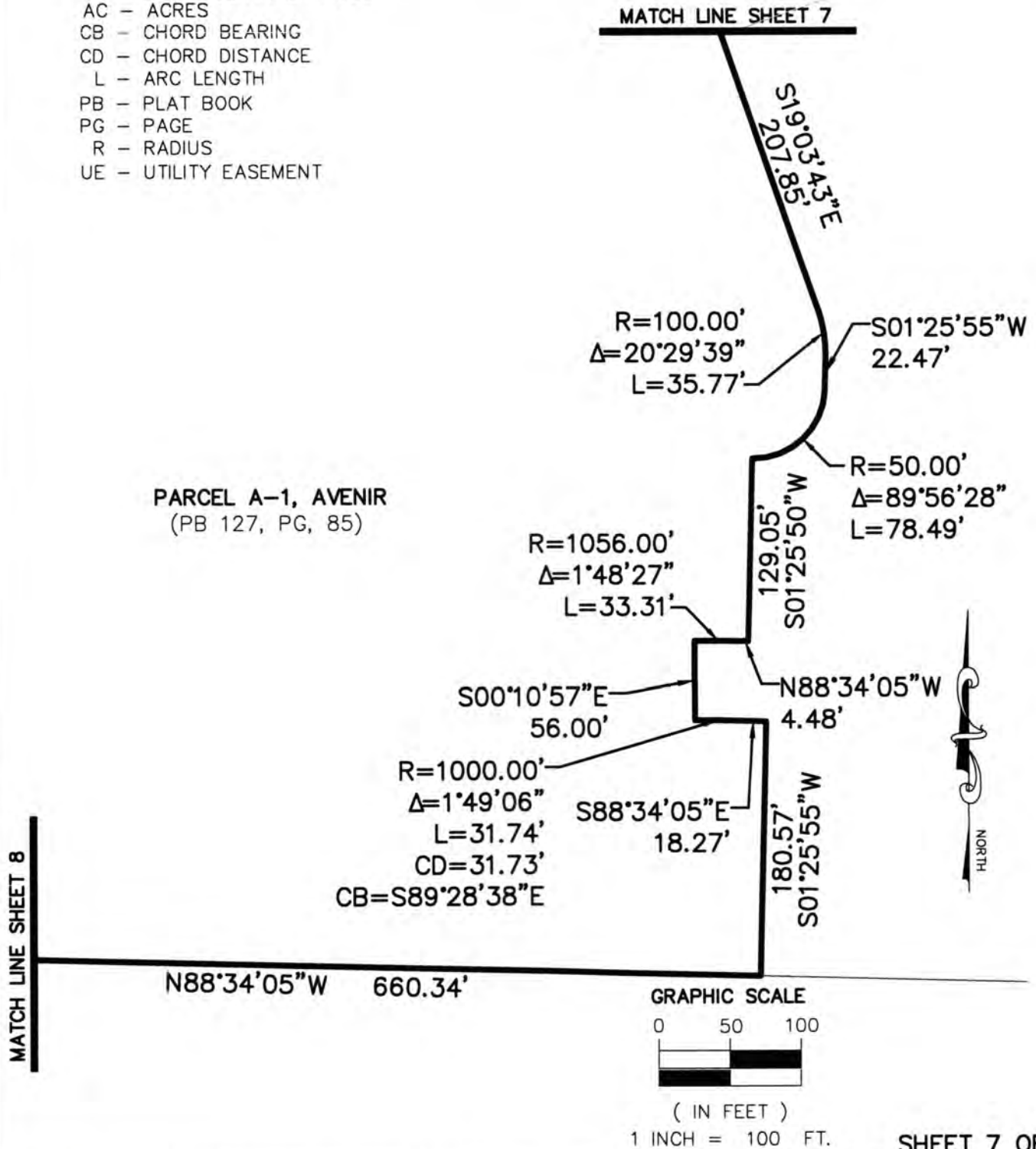
**AVENIR - POD 21
PHASE 2
SKETCH OF DESCRIPTION**

DATE	3/15/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

LEGEND

Δ - DELTA CENTRAL ANGLE
 AC - ACRES
 CB - CHORD BEARING
 CD - CHORD DISTANCE
 L - ARC LENGTH
 PB - PLAT BOOK
 PG - PAGE
 R - RADIUS
 UE - UTILITY EASEMENT

PARCEL A-1, AVENIR
 (PB 127, PG, 85)



SHEET 7 OF 10

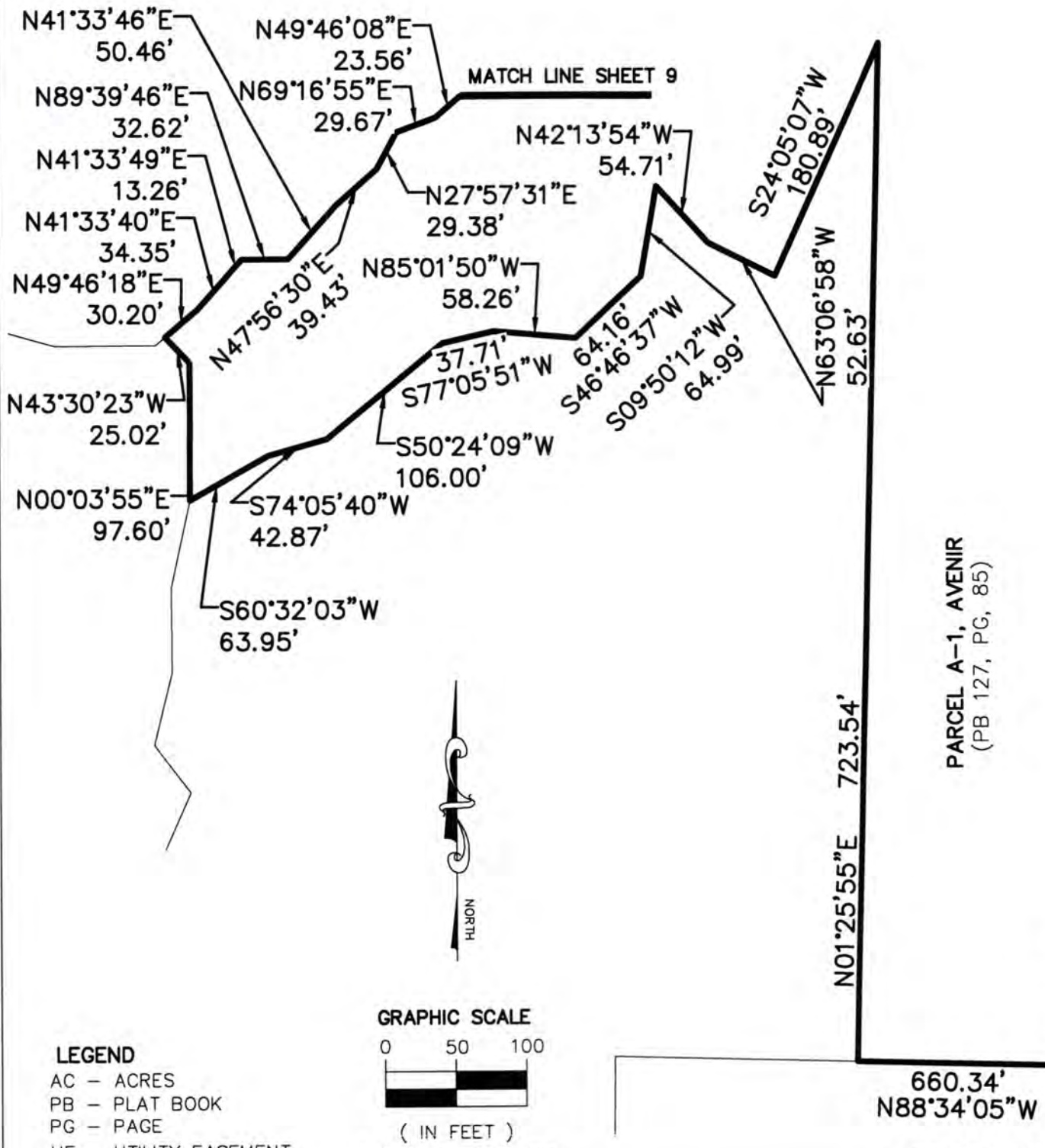


CAULFIELD & WHEELER, INC.

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

AVENIR - POD 21
 PHASE 2
 SKETCH OF DESCRIPTION

DATE	3/15/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



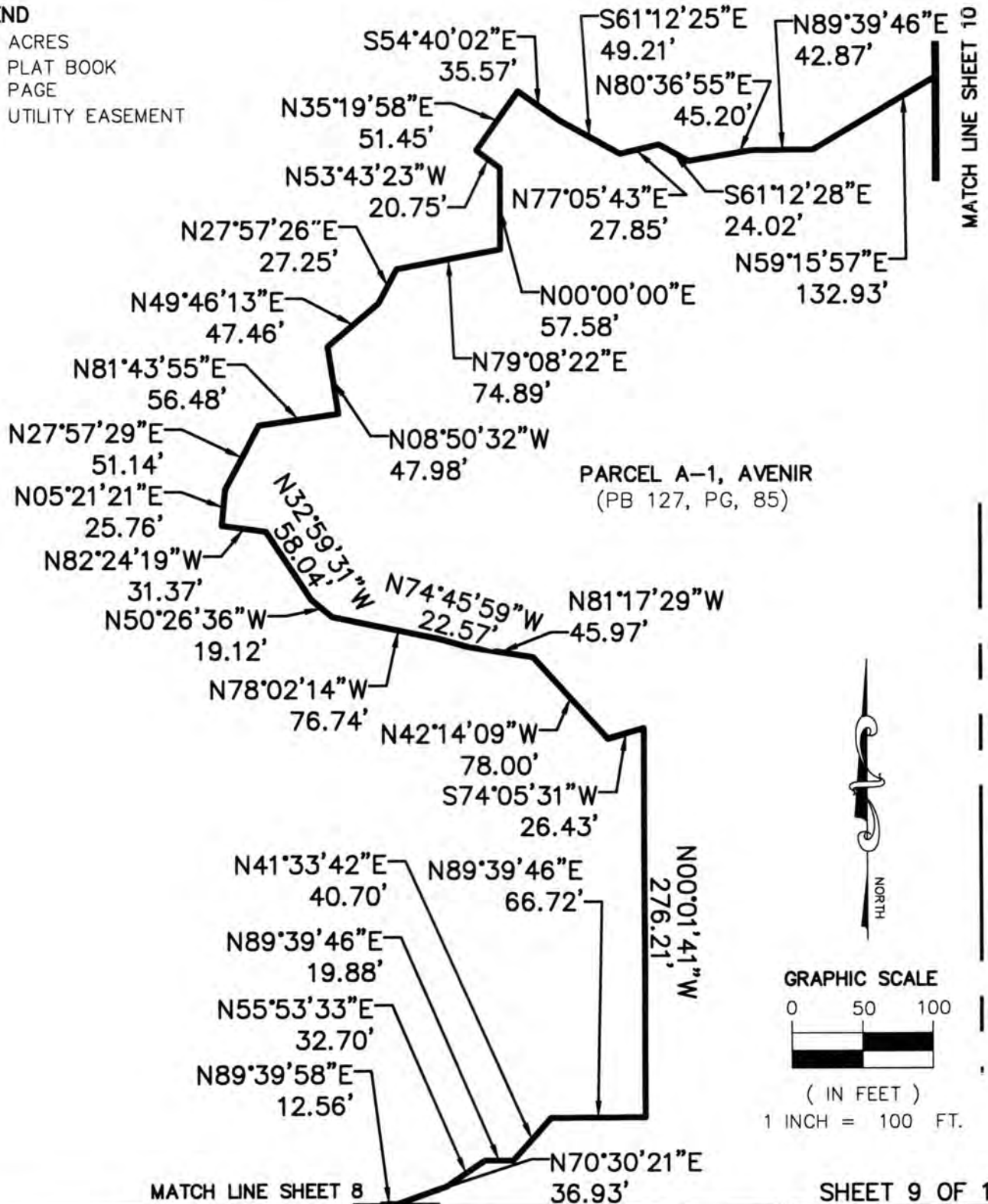
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR - POD 21
PHASE 2
SKETCH OF DESCRIPTION**

DATE	3/15/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

LEGEND

AC - ACRES
PB - PLAT BOOK
PG - PAGE
UE - UTILITY EASEMENT



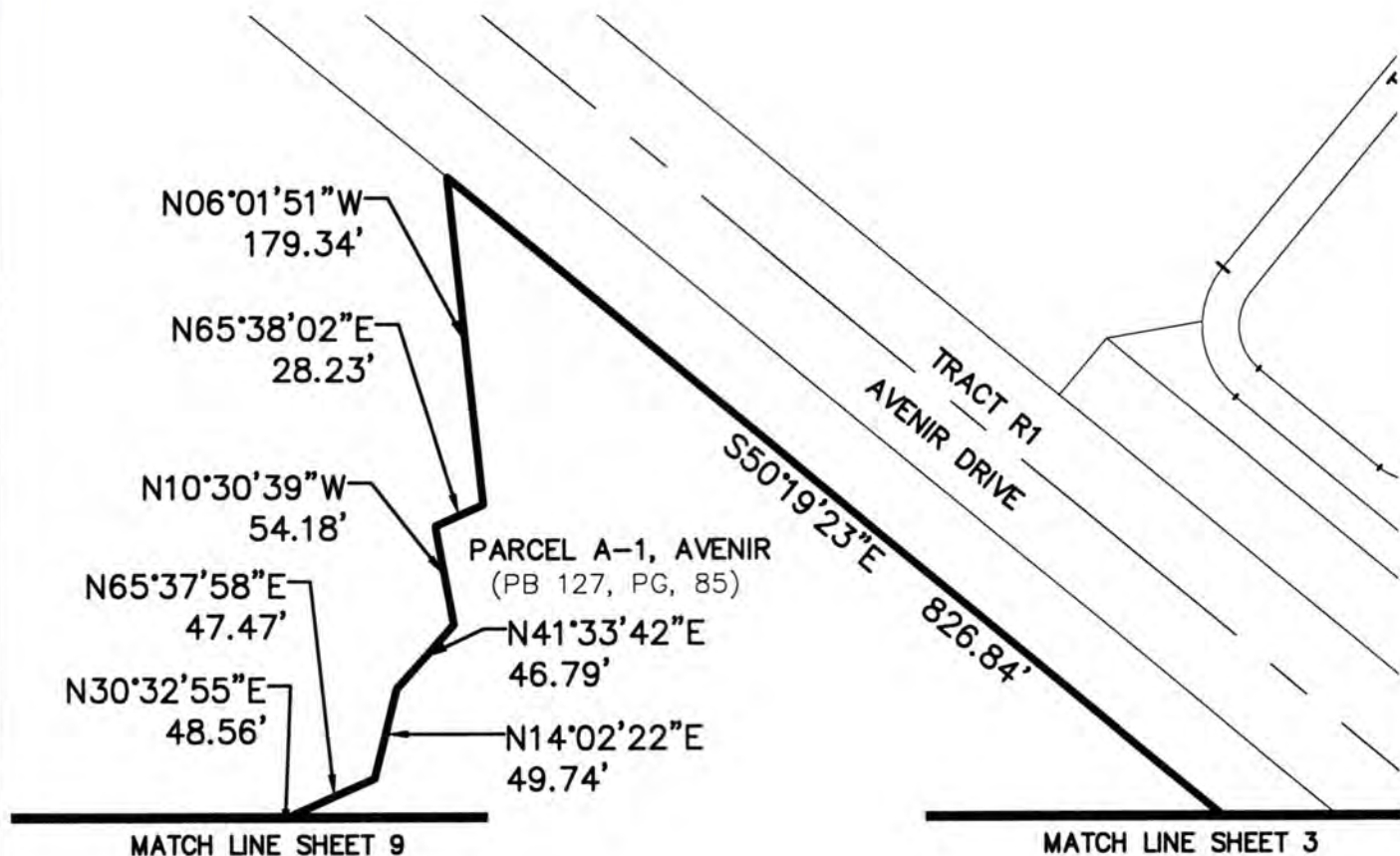
CAULFIELD & WHEELER, INC.

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

AVENIR - POD 21
PHASE 2
SKETCH OF DESCRIPTION

SHEET 9 OF 10

DATE	3/14/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

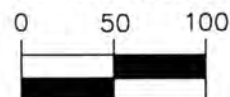


LEGEND

CL — CENTERLINE
 Δ — DELTA CENTRAL ANGLE
 AC — ACRES
 CB — CHORD BEARING
 CD — CHORD DISTANCE
 L — ARC LENGTH
 PB — PLAT BOOK
 PG — PAGE
 R — RADIUS
 UE — UTILITY EASEMENT



GRAPHIC SCALE



(IN FEET)
 1 INCH = 100 FT.

SHEET 10 OF 10



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 — POD 21
 PHASE 2
 SKETCH OF DESCRIPTION

DATE	3/15/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

LEGAL DESCRIPTION:

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

COMMENCING AT THE SOUTHEAST CORNER OF TRACT RBE8, AVENIR - POD 15, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 179, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE, NORTH 85° 07' 17" WEST FOR A DISTANCE OF 2521.12 FEET TO THE POINT OF BEGINNING, THENCE, SOUTH 39° 40' 37" WEST FOR A DISTANCE OF 164.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01° 15' 32", HAVING A RADIUS OF 561.00 FEET, HAVING AN ARC DISTANCE OF 12.33 FEET, AND WHOSE LONG CHORD BEARS NORTH 50° 41' 37" WEST FOR A DISTANCE OF 12.33 FEET; THENCE, SOUTH 39° 40' 37" WEST FOR A DISTANCE OF 56.01 FEET; THENCE, SOUTH 50° 19' 23" EAST FOR A DISTANCE OF 2.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 39' 45", HAVING A RADIUS OF 617.00 FEET, HAVING AN ARC DISTANCE OF 71.75 FEET; THENCE, SOUTH 39° 40' 37" WEST FOR A DISTANCE OF 125.75 FEET; THENCE, SOUTH 21° 14' 04" EAST FOR A DISTANCE OF 34.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 45° 21' 52", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 39.59 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 21' 33" WEST FOR A DISTANCE OF 38.56 FEET; THENCE, SOUTH 39° 40' 37" WEST FOR A DISTANCE OF 18.87 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 58° 44' 20", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 51.26 FEET; THENCE, SOUTH 19° 03' 43" EAST FOR A DISTANCE OF 194.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20° 29' 39", HAVING A RADIUS OF 308.00 FEET, HAVING AN ARC DISTANCE OF 110.17 FEET; THENCE, SOUTH 01° 25' 55" WEST FOR A DISTANCE OF 66.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.54 FEET; THENCE, SOUTH 88° 34' 05" EAST FOR A DISTANCE OF 241.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 39' 04", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 45.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 39' 47", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 63.93 FEET; THENCE, SOUTH 01° 25' 55" WEST FOR A DISTANCE OF 133.55 FEET; THENCE, SOUTH 05° 33' 51" EAST FOR A DISTANCE OF 15.56 FEET; THENCE, NORTH 84° 26' 09" EAST FOR A DISTANCE OF 34.00 FEET; THENCE, SOUTH 03° 41' 33" EAST FOR A DISTANCE OF 41.00 FEET; THENCE, SOUTH 01° 25' 55" WEST FOR A DISTANCE OF 166.32 FEET; THENCE, NORTH 88° 34' 05" WEST FOR A DISTANCE OF 791.37 FEET; THENCE, NORTH 01° 25' 55" EAST FOR A DISTANCE OF 180.57 FEET; THENCE, NORTH 88° 34' 05" WEST FOR A DISTANCE OF 18.27 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01° 49' 06", HAVING A RADIUS OF 1000.00 FEET, HAVING AN ARC DISTANCE OF 31.74 FEET; THENCE, NORTH 00° 10' 57" WEST FOR A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01° 48' 27", HAVING A RADIUS OF 1056.00 FEET, HAVING AN ARC DISTANCE OF 33.31 FEET, AND WHOSE LONG CHORD BEARS SOUTH 89° 28' 18" EAST FOR A DISTANCE OF 33.31 FEET; THENCE, SOUTH 88° 34' 05" EAST FOR A DISTANCE OF 4.48 FEET; THENCE, NORTH 01° 25' 50" EAST FOR A DISTANCE OF 129.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89° 56' 28", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 78.49 FEET, AND WHOSE LONG CHORD BEARS NORTH 46° 24' 09" EAST FOR A DISTANCE OF 70.67 FEET; THENCE, NORTH 01° 25' 55" EAST FOR A DISTANCE OF 22.47 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20° 29' 39", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 35.77 FEET; THENCE, NORTH 19° 03' 43" WEST FOR A DISTANCE OF 207.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58° 44' 20", HAVING A RADIUS OF 308.00 FEET, HAVING AN ARC DISTANCE OF 315.76 FEET; THENCE, NORTH 39° 40' 37" EAST FOR A DISTANCE OF 45.21 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 82° 49' 33", HAVING A RADIUS OF 50.00 FEET, HAVING AN ARC DISTANCE OF 72.28 FEET; THENCE, NORTH 43° 08' 56" WEST FOR A DISTANCE OF 68.31 FEET; THENCE, NORTH 39° 40' 37" EAST FOR A DISTANCE OF 135.71 FEET; THENCE, NORTH 42° 15' 38" EAST FOR A DISTANCE OF 56.18 FEET; THENCE, NORTH 39° 40' 37" EAST FOR A DISTANCE OF 151.10 FEET; THENCE, SOUTH 50° 19' 23" EAST FOR A DISTANCE OF 348.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.929 ACRES, MORE OR LESS.

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

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD. **SHEET 1 OF 5**



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR - POD 21
PHASE 1
SKETCH OF DESCRIPTION

DATE 3/12/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF S50°19'23"E ALONG THE SOUTH LINE OF TRACT RBE8, AVENIR – POD 15 PLAT, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MARCH 12, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 2 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR
AND MAPPER LS6272
STATE OF FLORIDA
L.B. 3591

DATE 3/12/2024

DRAWN BY RLF

F.B./ PG. N/A

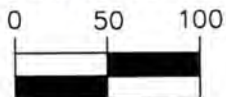
SCALE AS SHOWN

JOB NO. 7955

**AVENIR – POD 21
PHASE 1
SKETCH OF DESCRIPTION**



GRAPHIC SCALE

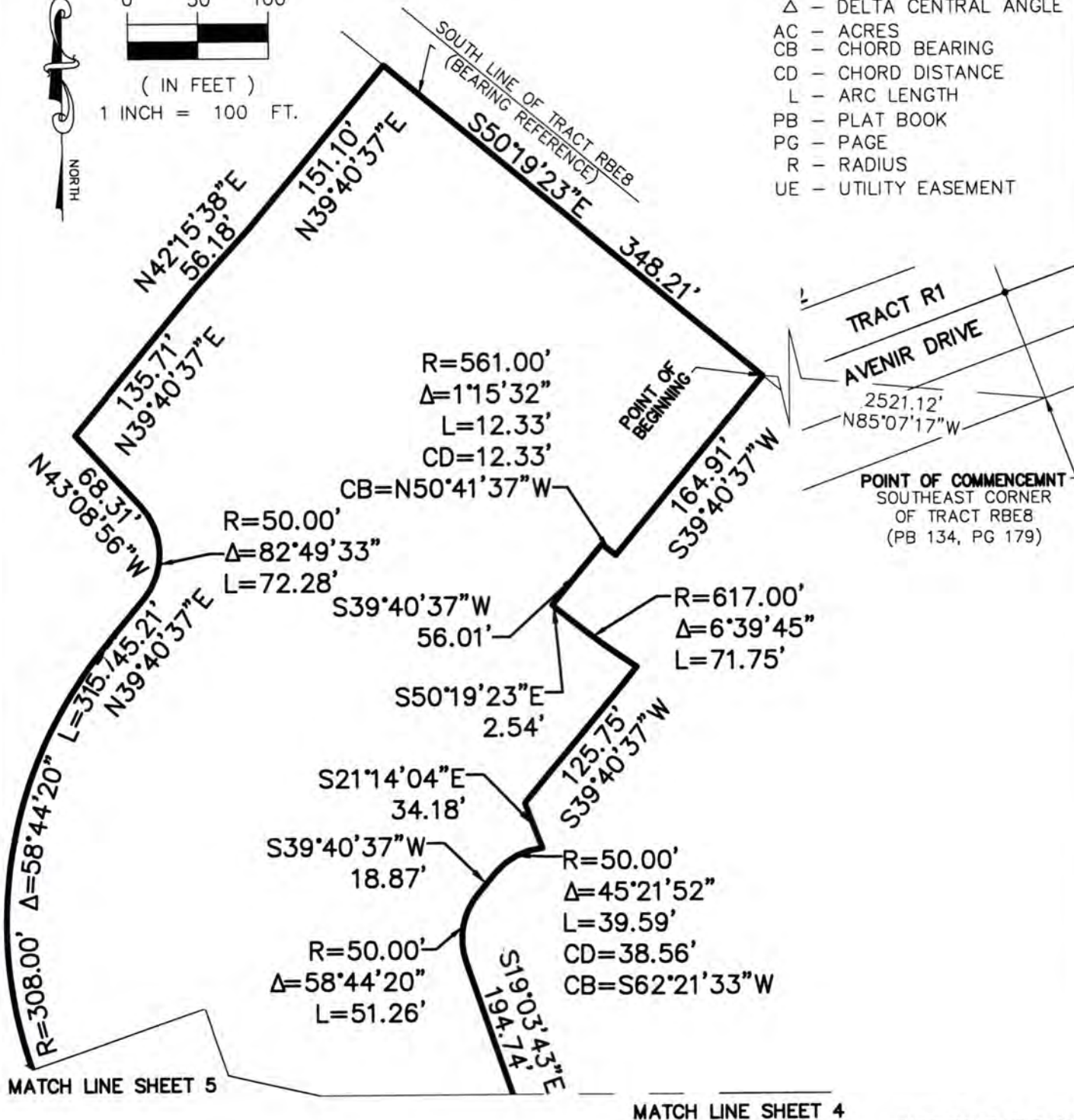


(IN FEET)

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LEGEND

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- UE - UTILITY EASEMENT



SHEET 3 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

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PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR - POD 21
PHASE 1
SKETCH OF DESCRIPTION

DATE 3/12/2024

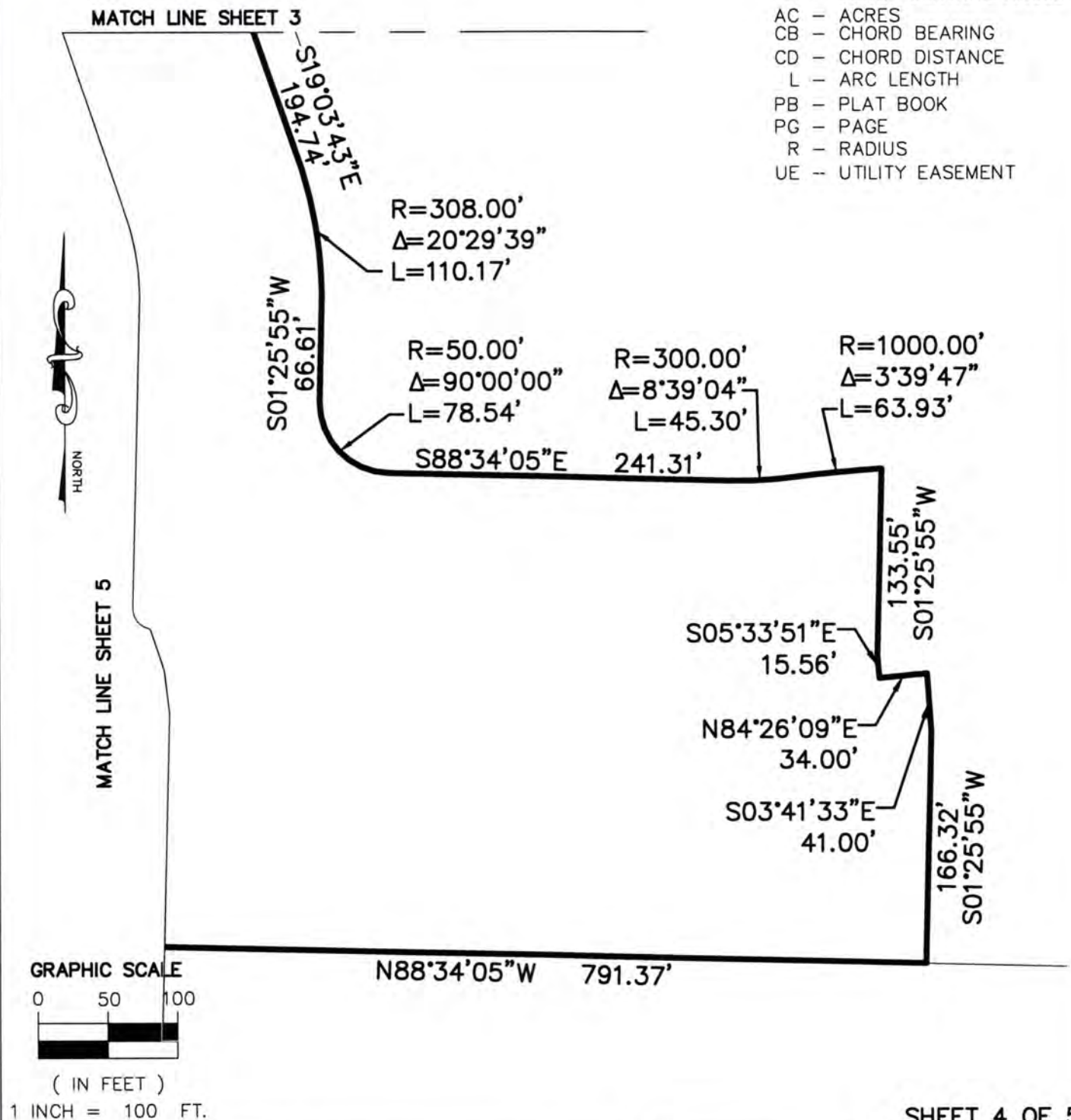
DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

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SHEET 4 OF 5



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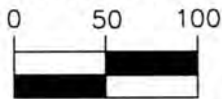
DATE	3/12/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR - POD 21
PHASE 1
SKETCH OF DESCRIPTION

MATCH LINE SHEET 3



GRAPHIC SCALE

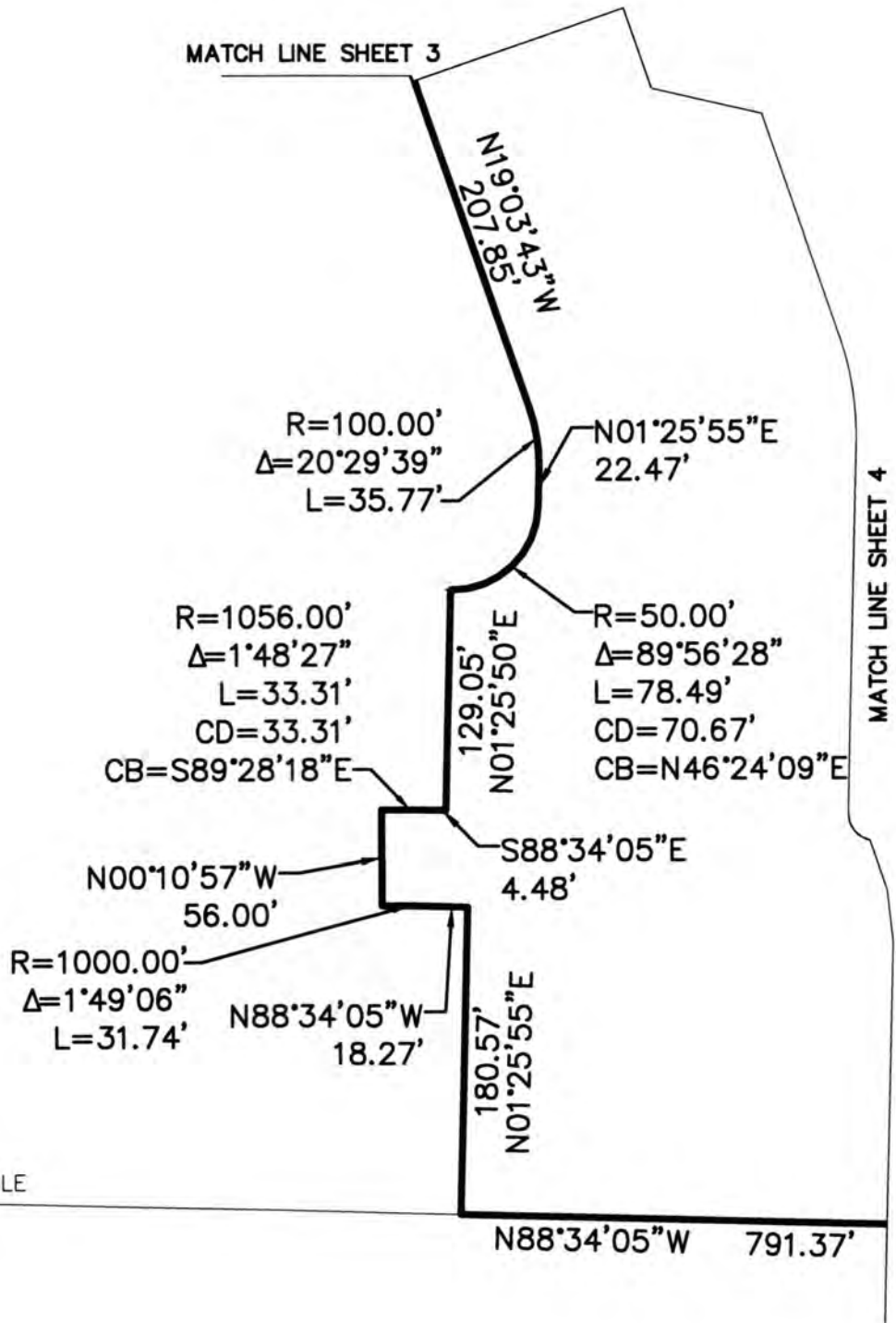


(IN FEET)

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MATCH LINE SHEET 4

SHEET 5 OF 5



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AVENIR - POD 21
PHASE 1
SKETCH OF DESCRIPTION

DATE	3/12/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

Instrument Prepared By and Return to:

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

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**AMENDED AND RESTATED LANDSCAPE MAINTENANCE EASEMENT
AGREEMENT**

[AVENIR SITE PLAN 3 – POD 7 & 8]

THIS AMENDED AND RESTATED LANDSCAPE MAINTENANCE EASEMENT AGREEMENT (this “Easement”), made this 24th day of April, 2024 (the “Effective Date”), between **AVENIR SITE PLAN 3 - POD 8 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is 1475 Centrepark Boulevard, Suite 305, West Palm Beach, FL 33401 (“Grantor”) and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (“CDD”).

WITNESSETH:

WHEREAS, Grantor recorded that certain Landscape Maintenance Easement Agreement (the “Easement”) on October 8, 2021 in Official Records Book 32941, Page 574, of the Public Records of Palm Beach County, Florida and wishes to amend and restate the Easement to include additional property; and

WHEREAS, Grantor has been dedicated the following real property situate in Palm Beach County, Florida, more particularly described as:

Those Tracts of portions of Tracts, as shown on Exhibit “A” attached hereto, of AVENIR SITE PLAN 3 – POD 7, according to the plat thereof, as recorded in Plat Book 131, Page 139, of the Public Records of Palm Beach County, Florida; and

Tracts “O-1” and “O-10”, of AVENIR SITE PLAN 3 – POD 8, according to the plat thereof, as recorded in Plat Book 131, Page 124, of the Public Records of Palm Beach County, Florida (collectively the “Easement Area”).

WHEREAS, the Easement Area is located within the jurisdictional boundaries of the CDD and the CDD desires an easement over the Easement Area, as the intent of the parties is for the Grantor to install or have installed the Improvements, as later defined, at Grantor’s sole cost and expense, and upon completion of the Improvements, for the CDD to provide for the regular and routine Maintenance Services, as later defined, of said Improvements utilizing funds collected from the assessable lands within the CDD for purposes of the operation and maintenance of the CDD; and

WHEREAS, Grantor is willing to grant such easement upon and subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other contained herein and other good and valuable considerations, Grantor and CDD hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement.** Grantor does hereby grant unto the CDD a non-exclusive easement over the Easement Area to repair, maintain, and replace the landscape improvements including but not limited to, trees, bushes, flowers, plantings, sod, ground cover, and irrigation systems (including irrigation lines, facilities, pumps and timers) appurtenant thereto (hereinafter the "Improvements") contained in the Easement Area. The Improvements shall be deemed to include the façade (but not structure) of the side of the buffer walls constructed (or to be constructed) upon or adjacent to each Easement Area that is facing exterior to the residential subdivision adjacent to such walls. Grantor hereby reserves all rights of ownership in and to the Easement Area that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Area and the right to use the Easement Area for all uses not interfering with the uses permitted under this Easement.
3. **Maintenance Responsibility.**
 - a. CDD shall maintain, repair, and replace the Improvements within the Easement Area, at its sole cost and expense, in a manner consistent with its maintenance of similar improvements throughout the jurisdictional boundaries of the CDD. Such maintenance shall include the services specified in Exhibit "B" attached hereto (the "Maintenance Services"). To the extent permitted by law, CDD shall defend, indemnify and hold Grantor harmless from any loss, liability, damages, injuries and claims as to foregoing, whether as to person or property, arising from the acts and omissions of CDD on and with respect to the Easement Area, and such indemnification obligations shall survive the termination of this Easement.
 - b. The Maintenance Services shall be provided by the CDD in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the CDD shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the CDD.
 - c. The Maintenance Services shall be provided by the CDD in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions.
 - d. The Maintenance Services shall be provided by the CDD without interfering in any way with or encumbering the use, ownership, or other right or interest of any party in the Improvements or in the Easement Area, except to the extent reasonably necessary, on a temporary basis, for the CDD to perform its obligations under this Easement.

- e. The CDD shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the CDD may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Easement.
 - f. The CDD shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget and levy non-ad valorem assessments against the owners of the benefitting lands within the CDD.
 - g. The CDD shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, "**Applicable Laws**"), arising in connection with the CDD's failure to perform the Maintenance Services in the manner required under this Easement. Any fines, penalties or other costs imposed against the Grantor for such violations shall immediately be paid by the CDD within fifteen (15) business days of the CDD's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. The CDD shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to the CDD's performance of its obligations under this Easement, however, Grantor shall notify the CDD of any changes to any Applicable Laws within a reasonable period of time of the Grantor's actual knowledge of such changes.
4. **Excluded Events**. The Maintenance Services to be performed by the CDD shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (i) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (ii) the acts or omissions of Grantor or any of its contractors, agents, officers, employees, volunteers, or representatives (an "**Excluded Event**"). Grantor shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the CDD shall submit written notice to Grantor regarding any such damage to the Improvements due to the Excluded Event. However, the CDD's failure to provide said notice shall not negate Grantor's responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the CDD is delayed in the performance of any obligation under this Easement that it is otherwise responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.
5. **Emergency Intervention by Grantor**. In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by Grantor in its reasonable discretion, and regardless of any language in this Easement to the contrary or any language in any contract or arrangement that the CDD may have with third parties concerning the Maintenance Services for the Improvements, Grantor reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the CDD and if the CDD does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Easement: (a) the provision of any of the Maintenance Services and (b) the

removal, modification, relocation, or replacement, as the case may be and in Grantor's reasonable discretion, of one or more of the Improvements. Following termination of the emergency event and conclusion of emergency remedial actions, if any, Grantor shall so notify the CDD and the CDD shall thereupon be obligated to resume the provision of Maintenance Services under this Easement. For the purpose of clarity, the CDD's failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Easement.

6. **Binding Effect.** This Easement shall be and constitutes a covenant running with the Easement Area, and shall inure to the benefit of, and be binding upon, the parties hereto and on Grantor's successors in title to the Easement Area.

7. **Default.**

- a. In addition to any other remedies available in law or equity, and any other rights of Grantor expressly provided in this Easement, if the CDD should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from Grantor, then in that event Grantor, at its sole discretion and with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements, or (ii) remove, modify, relocate, or replace, as the case may be and in the Grantor's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services, or (iii) terminate this Easement by providing written notice to the CDD and recording a termination of this Easement executed solely by Grantor in the Public Records of Palm Beach County, Florida. At such time as Grantor should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from Grantor, the CDD shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the CDD may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the either parties' rights to terminate this Easement in accordance with Section 8. Further, in such event, the CDD shall reimburse Grantor for the reasonable out-of-pocket costs incurred by the Grantor in providing such Maintenance Services (the "**Reimbursement Payments**") until such time as this Easement has been terminated (such obligation shall survive the termination of this Easement). In connection with any request by Grantor for Reimbursement Payments, Grantor shall provide to the CDD copies of invoices for the Maintenance Services provided by Grantor and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.
- b. Before any breach by the CDD of its obligations under this Easement shall constitute a default, Grantor shall first provide the CDD with written notice of such breach and the CDD shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the CDD has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.
- c. Except as expressly provided in Section 7(a) above, any costs incurred by Grantor in performing the Maintenance Services for any reason, shall be borne solely by Grantor.

- d. At the sole discretion of Grantor, a default by the CDD under this Easement shall entitle Grantor to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the CDD's default under this Easement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the Grantor shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the CDD's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Easement by Grantor shall be limited to (a) the costs of any actual damage to the Easement Area or the Improvements resulting from the CDD's failure to perform the Maintenance Services in the manner required under this Easement, (b) any amounts owing in connection with the CDD's indemnification obligations, and (c) any enforcement costs due to Grantor under Section 12(f). For the purpose of clarity, in accordance with Section 5(c), Grantor shall not be entitled to any damages for the costs incurred by Grantor to simply perform the Maintenance Services in lieu of the CDD.
8. **Term of Agreement.** This Easement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Easement, the term of this Easement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date. This Easement shall automatically renew for additional five years, commencing at 12:01 a.m. on October 1st of the that year, unless the CDD provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the CDD intends not to renew for an additional term. In addition to the rights and methods of termination established pursuant to any other provision of this Easement, either the Grantor or the CDD may terminate this Easement at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the other party of its intent to terminate this Easement pursuant to this provision. Any termination of this Easement shall be evidenced by a termination executed by the CDD and the Grantor and recorded in the Public Records of Palm Beach County, Florida. Upon any such termination, each party agrees to reasonably cooperate with the other party in connection with the recording of an instrument evidencing the termination of this Easement.
9. **Insurance.** The CDD shall individually maintain, and require any contractor hired by the CDD to perform the Maintenance Services to maintain, throughout the term of this Easement, commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.
10. **Amendment.** This Easement may only be amended by a written amendment duly executed by the Grantor and the CDD, or their successors and assigns, and recorded in the Public Records of Palm Beach County, Florida.
11. **Authority.** Each of Grantor and CDD does hereby warrant that this document has been duly executed.
12. **Miscellaneous.**
- a. CDD's use of the Easement Area shall be in conformity with safe practices and shall at all times be in compliance with all local, state and federal laws, statutes, rules and regulations, including, without limitation, as to environmental matters.

- b. The Easement granted hereunder is subject to all matters of record and those matters that a personal inspection or an accurate survey of the Easement Area would reveal. Grantor does not make any representation or warranty, express or implied, with respect to the Easement Area, including, without limitation, as to fitness for a particular purpose, design or conditions, compliance with laws, absence of defect, whether patent or latent, or the existence of any hazardous substance. CDD acknowledges that it has inspected the Easement Area to the extent it deems necessary and has found the Easement Area satisfactory in all respects.
- c. CDD shall not commit or suffer to be committed any waste or nuisance upon the Easement Area and shall take such action necessary to terminate any nuisance or waste, except CDD shall not be liable to take such action to terminate any nuisance or waste to the extent an act or omission of Grantor is a substantial factor in the causation of such nuisance or waste.
- d. This Easement shall be governed by the laws of the State of Florida without giving effect to it conflict of laws principles. Venue and jurisdiction for any dispute arising under this Easement shall be exclusively in the courts located in Palm Beach County, Florida.
- e. All notices under this Easement shall be in writing and shall be sufficiently made or given only when delivered in person, sent by recognized overnight courier, or mailed by certified mail, return receipt requested, to the party's address provided in the initial paragraph to this Easement. Notice given by hand delivery shall be deemed received on the date delivered if delivered on a business day during business hours, otherwise it shall be deemed delivered on the next business day. Notice given by certified mail, return receipt requested, postage pre-paid, shall be deemed delivered three days following the date mailed. Notice sent by nationally recognized overnight courier (such as Federal Express) with request for next business day delivery, shall be deemed received on the next business day. Any notice refused shall be deemed to be accepted on the earlier of the time frame set forth in this notice provision or when actually refused. Grantor and Grantee may modify their respective notice address by providing ten (10) days' prior written notice to the other.
- f. In the event that either party is required to enforce this Easement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.
- g. Nothing contained in this Easement shall be deemed a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

[SIGNATURE PAGES FOLLOW]

Signature Page to Landscape Maintenance Easement Agreement

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

Signed, sealed and delivered
in the presence of:

Witness sign: Chris Carlow
Print name: Chris Carlow
Print Address: 1475 Centre Park Blvd.
West Palm Beach, FL 33401

Witness sign: Mary Anna Oblacynski
Print name: Mary Anna Oblacynski
Print Address: 1475 Centre Park Blvd
West Palm Beach FL 33401

AVENIR SITE PLAN 3 – POD 8
NEIGHBORHOOD ASSOCIATION, INC., a
Florida corporation not for profit
By: Chris Moody
Name: CHRIS MOODY
Title: HOA PRESIDENT

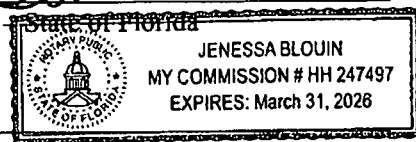
STATE OF FLORIDA)

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of April, 2024, by CHRIS MOODY, the PRESIDENT of AVENIR SITE PLAN 3 - POD 8 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Jenessa Blouin
Notary Public

Notary Seal:



Signature Page to Landscape Maintenance Easement Agreement

Signed, sealed and delivered
in the presence of:

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

Witness sign: _____

Print name: Rosa Eckstein Schiche
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____

Name: Roberto Horwitz

Title: Vice Chairperson

Witness sign: _____

Print name: Sabel Moreira
Print Address: 550 Biltmore Way
Coral Gables, FL 33134

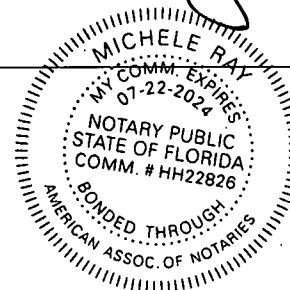
STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of April, 2024, by Roberto Horwitz, the Vice Chairperson of **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Michele Ray
Notary Public – State of Florida

Notary Seal: _____



JOINDER AND CONSENT

DIVOSTA HOMES, L.P., a Delaware limited partnership, the owner of the Easement Area property defined above, does hereby join in and consent to the Landscape Maintenance Easement Agreement from Avenir Site Plan 3 – Pod 8 Neighborhood Association, Inc. to Avenir Community Development District, to which this Joinder and Consent is attached.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent as of the 9th day of April, 2024.

Signed, sealed and delivered
in the presence of:

DIVOSTA HOMES, L.P., a Delaware limited
partnership

Witness sign: *Rita Ann Lucci-Centrella*
Print name: Rita Ann Lucci-Centrella
Print Address: 1475 CENTREPARQUE BLVD
NPO, FL 33401

By: *Andrew Maxey*
Name: Andrew Maxey
Title: Vice President of Land Acquisition/
Southeast Florida Division

Witness sign: *Allen Francisco*
Print name: Allen Francisco
Print Address: 1475 CENTREPARQUE BLVD suite 140
West Palm Beach, FL 33415

STATE OF FLORIDA)

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of April, 2024, by Andrew Maxey, the Vice President of Land Acquisition/Southeast Florida Division of **DIVOSTA HOMES, L.P.**, a Delaware limited partnership, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Rita Ann Lucci-Centrella
Notary Public – State of Florida
Rita Ann Lucci-Centrella

Notary Seal: _____

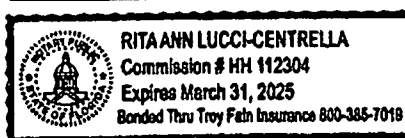
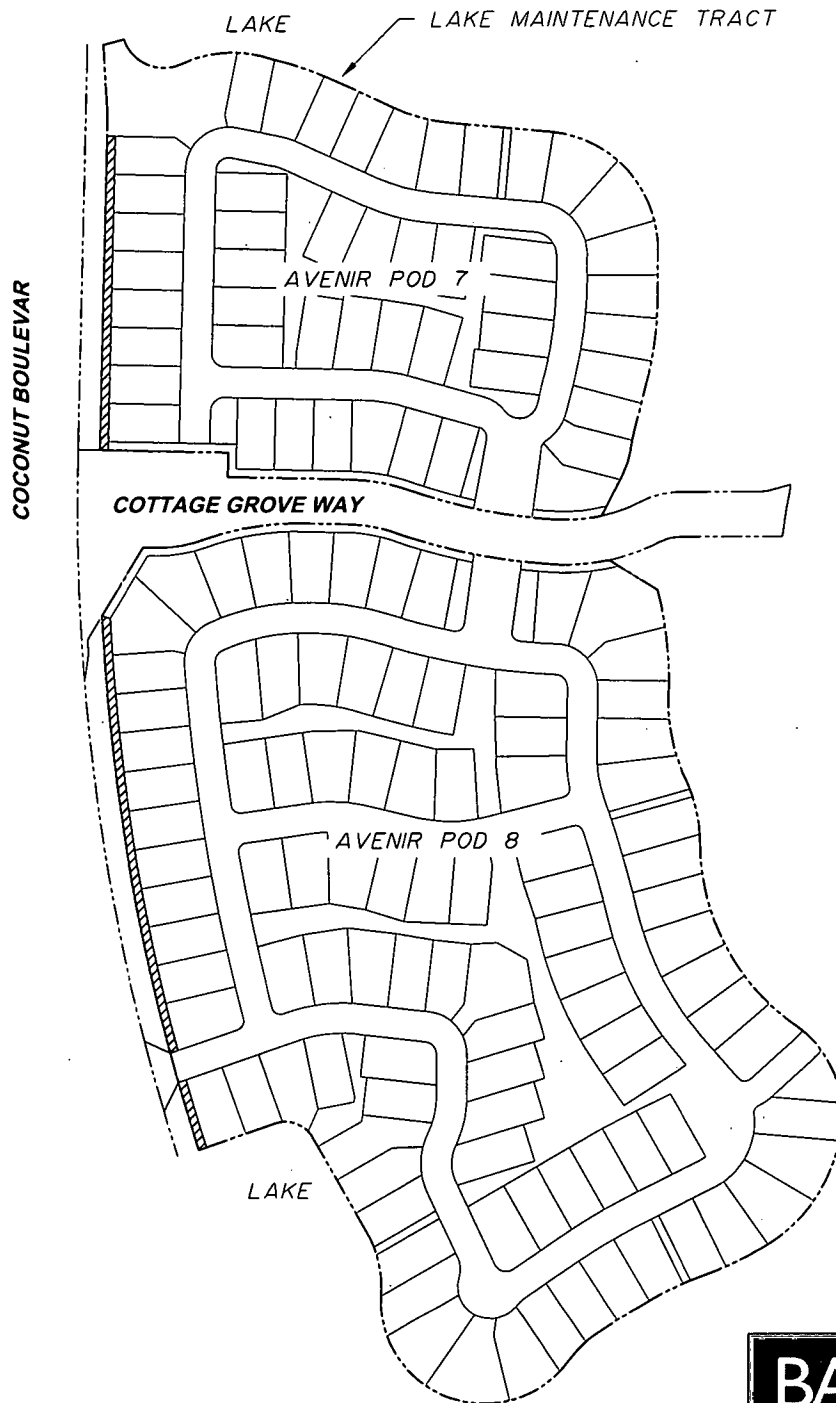


EXHIBIT "A"

Legal Description / Sketch

[See attached]

EXHIBIT "A"
LANDSCAPE MAINTENANCE AGREEMENT
"EASEMENT AREA"



DESCRIPTION:

A PORTION OF TRACT O-6, OF THE PLAT OF AVENIR SITE PLAN 3 - POD 7, AS RECORDED IN PLAT BOOK 131, PAGE 139, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 17, THENCE, ALONG THE EAST LINE OF SAID TRACT O-6, SOUTH 01°13'31" WEST, A DISTANCE OF 576.62 FEET; THENCE, NORTH 88° 46' 29" WEST A DISTANCE OF 15.00 FEET; THENCE, ALONG THE WEST LINE OF SAID TRACT O-6, NORTH 01°13'31" EAST, A DISTANCE OF 576.62 FEET; THENCE, SOUTH 88° 46' 29" EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

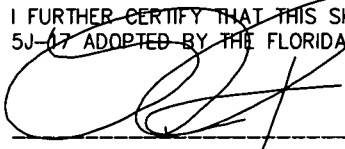
CONTAINING 0.199 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 01°13'31" EAST ALONG THE WEST LINE OF TRACT O-6, AVENIR SITE PLAN 3 - POD 7, AS RECORDED IN PLAT BOOK 131 PAGE 139, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 2, 2024.
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

SHEET 1 OF 2**CAULFIELD & WHEELER, INC.**

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

**AVENIR SITE PLAN 3 - POD 7
TRACT O-6 LANDSCAPE MAINTNEANCE AGREEMENT
SKETCH OF DESCRIPTION**

DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

TRACT RBE

WEST LINE TRACT O-6
(BEARING BASIS)

N01°13'31"E 576.62'

S01°13'31"W 576.62'

EAST LINE TRACT O-6

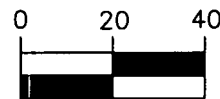
AVENIR SITE PLAN 3 POD - 7
(PB 131, PG 139)

LEGEND:

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



GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.

S88°46'29"E
15.00'

POINT OF
BEGINNING
NW CORNER
LOT 17

17

18

19

20

21

MATCH LINE THIS SHEET

TRACT RBE

N01°13'31"E 576.62'

S01°13'31"W 576.62'

AVENIR SITE PLAN 3 POD - 7
(PB 131, PG 139)

N88°46'29"W
15.00'

21

22

23

24

MATCH LINE THIS SHEET

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR SITE PLAN 3 - POD 7
TRACT O-6 LANDSCAPE MAINTENANCE AGREEMENT
SKETCH OF DESCRIPTION

DATE	04/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

DESCRIPTION:

A PORTION OF TRACT O-1, OF THE PLAT OF AVENIR SITE PLAN 3 - POD 8, AS RECORDED IN PLAT BOOK 131, PAGE 124, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT O-1, AVENIR SITE PLAN 3 - POD 8, AS RECORDED IN PLAT BOOK 131, PAGE 124, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE, SOUTH 70°34'05" WEST, A DISTANCE OF 15.05 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 3920.00 FEET, THROUGH A CENTRAL ANGLE OF 11° 54' 45", A DISTANCE OF 815.02 FEET, AND WHOSE LONG CHORD BEARS NORTH 08° 56' 10" WEST A DISTANCE OF 813.55 FEET; THENCE, SOUTH 75°57'41" EAST, A DISTANCE OF 15.36 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 3905.00 FEET, THROUGH A CENTRAL ANGLE OF 11° 49' 40", A DISTANCE OF 806.12 FEET, AND WHOSE LONG CHORD BEARS SOUTH 08° 57' 40" EAST A DISTANCE OF 804.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.279 ACRES, MORE OR LESS.

TOGETHER WITH:

ALL OF TRACT O-10, OF THE PLAT OF AVENIR SITE PLAN 3 - POD 8, AS RECORDED IN PLAT BOOK 131, PAGE 124, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 0.045 ACRES, MORE OR LESS.

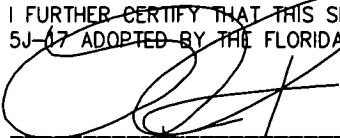
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 70°34'05" WEST ALONG THE SOUTH LINE OF TRACT O-1, AVENIR SITE PLAN 3 - POD 8, AS RECORDED IN PLAT BOOK 131 PAGE 124, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 2, 2024.
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.


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

SHEET 1 OF 4**CAULFIELD & WHEELER, INC.**

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

**AVENIR SITE PLAN 3 - POD 8
TRACT O-1 AND TRACT O-10 LANDSCAPE MAINTENANCE AGREEMENT
SKETCH OF DESCRIPTION**

DATE 04/02/2024

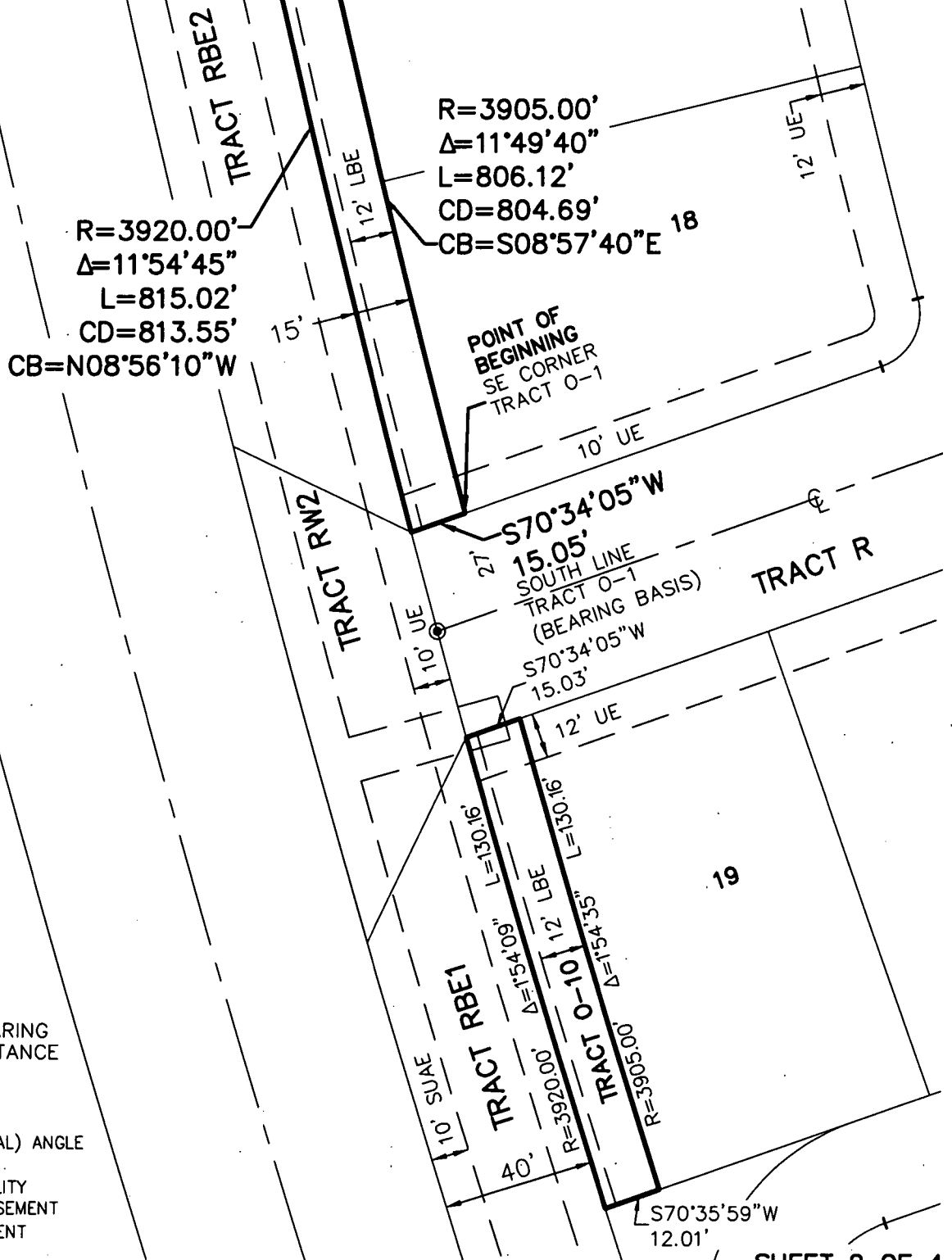
DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

SEE SHEET 3



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

LEGEND:

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

SHEET 2 OF 4



CAU-FIELD & WHEELER, INC.

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

DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

Page 464

AVENIR SITE PLAN 3 - POD 8
TRACT O-1 AND TRACT O-10 LANDSCAPE MAINTENANCE AGREEMENT
SKETCH OF DESCRIPTION

SEE SHEET 4



GRAPHIC SCALE

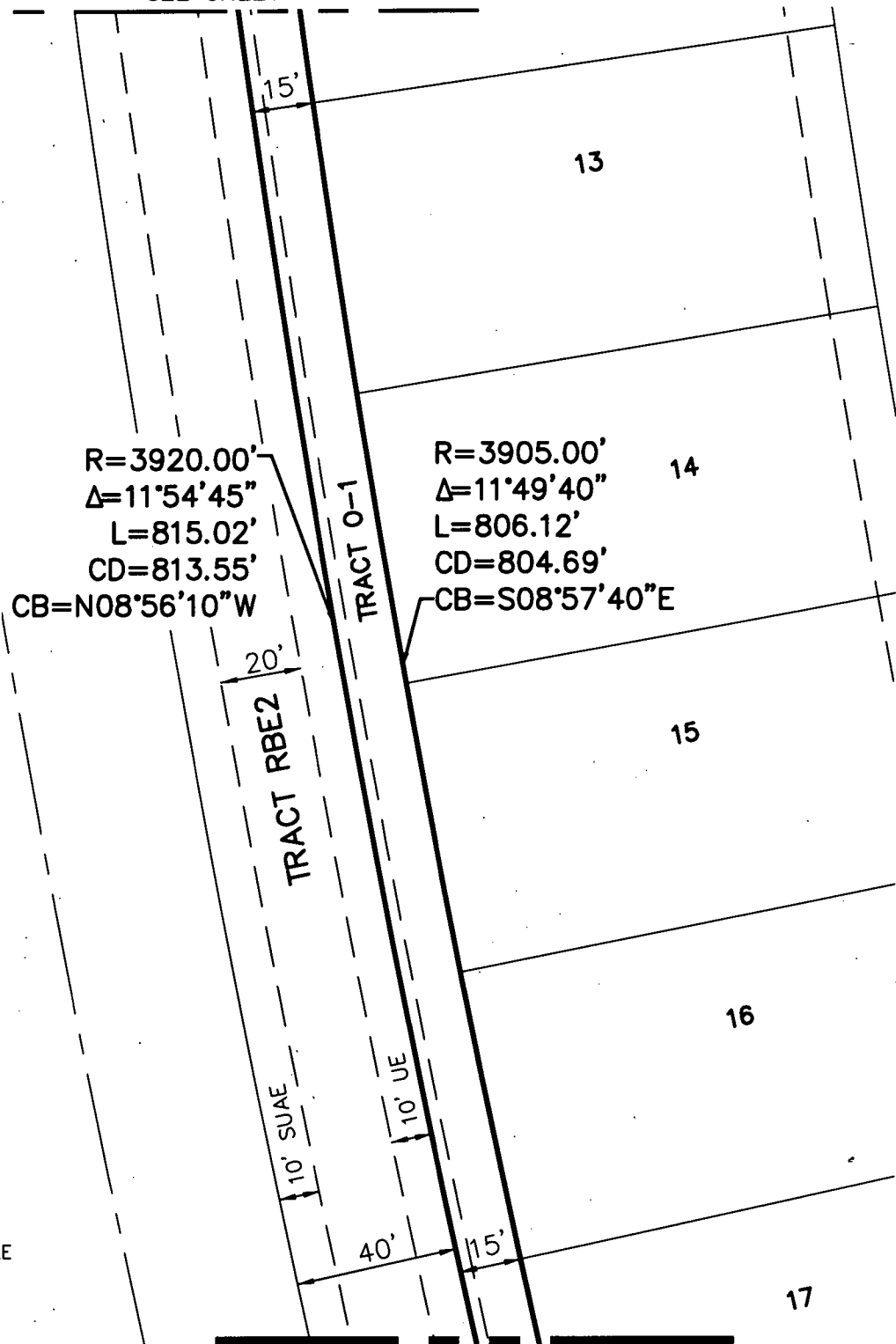


(IN FEET)

1 INCH = 40 FT.

LEGEND:

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



SEE SHEET 2

SHEET 3 OF 4



CAULFIELD & WHEELER, INC.

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

AVENIR SITE PLAN 3 - POD 8
 TRACT 0-1 AND TRACT 0-10 LANDSCAPE MAINTENANCE AGREEMENT
 SKETCH OF DESCRIPTION

DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

LEGEND:

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

COCONUT BOULEVARD
(PB 127, PG, 85)
TRACT "R3"

R=3920.00'
Δ=11°54'45"
L=815.02'
CD=813.55'
CB=N08°56'10"W

TRACT O-1

TRACT RBE2

S75°57'41"E
15.69'

R=3905.00'
Δ=11°49'40"
L=806.12'
CD=804.69'
CB=S08°57'40"E

SEE SHEET 3

SHEET 4 OF 4



CAULFIELD & WHEELER, INC.

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

AVENIR SITE PLAN 3 - POD 8
TRACT O-1 AND TRACT O-10 LANDSCAPE MAINTENANCE AGREEMENT
SKETCH OF DESCRIPTION

DATE	04/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

EXHIBIT "B"

Maintenance Services

1. The provision of fertilizer, edging, mowing, trimming, thinning, weeding and pesticide treatment services as may be reasonably necessary and appropriate for the Improvements (including but not limited to trees, shrubs and ground cover) together with their replacement with comparable new plantings and suitable landscaping if diseased, dying or dead.
2. The eradication of exotic and pest trees, shrubs and plants including herbicide application and/or manual removal, provided effective and environmentally safe herbicides and application techniques shall be used as are customary in the industry, and shall be performed in such a manner as to protect non-target areas and the public.
3. The provision of maintenance, repair and/or replacement services for any landscape related irrigation system components, including but not limited to sprinkler heads, wiring and controllers, piping and valves.
4. The provision of all personnel and equipment necessary in order to provide the herein described Maintenance Services.
5. Remove and properly dispose all weeds, unwanted rocks, paper, trash and other debris from these areas.
6. Remove and properly dispose of all cuttings, clippings, and other debris from the premises while work is being performed.
7. Trim low branches and suckers from trees 1 time per month.
8. Mulch to be installed as needed.
9. All trees will be trimmed and are to be kept in a neat and healthy manner to promote growth. All dead, hazardous and troublesome branches will be trimmed on all trees as needed and/or whenever reported to or noted by personnel.
10. All palms and trees over ten feet in height to be trimmed and pruned once annually.
11. Regularly inspect irrigation facilities to ensure compliance with applicable water restrictions imposed or enacted by the South Florida Water Management District, Palm Beach County, the City of Palm Beach Gardens, or any other government entity or agency having jurisdiction thereof.

**AMENDED AND RESTATED MAINTENANCE AGREEMENT
(Avenir Site Plan 3 – Pods 6, 7 & 8)**

This Amended and Restated Maintenance Agreement (this "Agreement") is made and entered into this 8th day of April, 2024 (the "Effective Date"), by and between:

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

AVENIR SITE PLAN 3-POD 8 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, whose address 1475 Centrepark Boulevard, Suite 305, West Palm Beach, FL 33401 (the "Association").

RECITALS

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

WHEREAS, the District and the Association entered into that certain Maintenance Agreement (Avenir Site Plan 3 – Pod 8) dated September 21, 2021 and wish to amend and restate such Maintenance Agreement to include additional property; and

WHEREAS, the District owns or is responsible for maintaining the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Lake Maintenance Tract") and Exhibit "B" (the "Water Management Tract", and together with the Lake Maintenance Tract, the "District Property");

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Florida law, desires to delegate to the Association certain of its duties to maintain the landscaping improvements and irrigation facilities within the District Property, as more fully described in Exhibit "C" attached hereto and made a part hereof (the "Improvements"), and the Association on behalf of and for the benefit of its members has agreed to provide certain maintenance services with respect to the Improvements pursuant to the terms of this Agreement.

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

1.0 Recitals

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

2.0 Association's Performance of Maintenance Services

The District and the Association hereby agree, as follows:

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

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the Association;

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Palm Beach County, Florida; and (e) City of Palm Beach Gardens, Florida;

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvements or in the real property where each Improvement is located, except to the extent reasonably necessary, on a temporary basis, for the Association to perform its obligations under this Agreement;

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

(F) the Association shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget that is adopted in accordance with Chapter 720, Florida Statutes and shall collect said costs from its members pursuant to Chapter 720, Florida Statutes and the Association's governing documents;

(G) the Association shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, "Applicable Laws"), arising in connection with the Association's failure to perform the Maintenance Services in the manner required under this Agreement. Any fines, penalties or other costs imposed against the District for such violations shall immediately be paid by Association within fifteen (15) business days of Association's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. Association shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to Association's performance of this Agreement, however, the District shall notify the Association of any changes to any Applicable Laws within a reasonable period of time of the District's actual knowledge of such changes;

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

(I) except as specifically provided in this Agreement, Association shall not make any alterations, additions or improvements to the Improvements or the land owned by the District without the prior written consent of District, which shall not be unreasonably withheld, conditioned, or delayed.

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

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (a) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (b) the acts or omissions of the District or any of its contractors, agents, officers, employees, volunteers, or representatives (an "Excluded Event"). The District shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded

Event, the Association shall submit written notice to the District regarding any such damage to the Improvements due to the Excluded Event. However, the Association's failure to provide said notice shall not negate the District's responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the Association is delayed in the performance of any obligation under this Agreement that it is otherwise its responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.

4.0 Emergency Intervention by the District

In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by the District in its reasonable discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the Association and if the Association does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Agreement:

- (A) the provision of any of the Maintenance Services; and
- (B) the removal, modification, relocation, or replacement, as the case may be and in the District's reasonable discretion, of one or more of the Improvements.

Following termination of the emergency event and conclusion of emergency remedial actions, if any, District shall so notify the Association and the Association shall thereupon be obligated to resume the provision of Maintenance Services under this Agreement.

For the purpose of clarity, the Association's failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Agreement.

5.0 Default, Remedies, and District Expenditures

(A) Default by Association. In addition to any other remedies available in law or equity, and any other rights of the District expressly provided in this Agreement, if the Association should fail, refuse, or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion but with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable discretion, one or more of the Improvements, to the extent the same would be required

under the scope of the Maintenance Services. At such time as the District should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from the District, the Association shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the Association's rights to terminate this Agreement in accordance with Section 8.0. Further, in such event, the Association shall reimburse the District for the reasonable out-of-pocket costs incurred by the District in providing such Maintenance Services (the "Reimbursement Payments") until such time as the District's annual budget includes funds to provide such Maintenance Services and the levy of non-ad valorem assessments of benefitting lands within the District can be adopted and become effective in accordance with Sections 190.008, 190.021, and 190.022, Florida Statutes. In connection with any request by the District for Reimbursement Payments, the District shall provide to the Association copies of invoices for the Maintenance Services provided by the District and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.

(B) Cure Periods. Before any breach by the Association of its obligations under this Agreement shall constitute a default, the District shall first provide the Association with written notice of such breach and the Association shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the Association has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.

(C) Expenditures by District. Except as expressly provided in Section 5.0(A) above, any costs incurred by the District in performing the Maintenance Services for any reason, shall be borne solely by the District.

(D) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a default by the Association under the Agreement shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Agreement by the District shall be limited to (a) the costs of any actual damage to the District Property or the Improvements resulting from the Association's failure to perform the Maintenance Services in the manner required under this Agreement, (b) any amounts owing in connection with the Association's indemnification obligations, and (c) any enforcement costs due to the District under Section 9.0(H). For the purpose of clarity, in accordance with Section

5.0(C), the District shall not be entitled to any damages for the costs incurred by the District to simply perform the Maintenance Services in lieu of the Association.

6.0 Indemnification.

The Association does hereby indemnify, defend, and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the negligent acts or omissions, gross negligence, or willful misconduct of the Association and its officers, employees, agents, and contractors, in performing the Maintenance Services, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, and (B) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto; provided, however, it is understood that this section does not require the Association to indemnify, defend, or hold harmless the District to the extent any loss or liability results from or arises out of the acts or omissions of the District (including its contractors, agents, officers, employees, volunteers, or representatives) or any other third party.

7.0 Insurance.

(A) The Association shall individually maintain, and require any contractor hired by the Association to perform the Maintenance Services ("Contractor") to maintain, throughout the term of this Agreement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

(B) THE ASSOCIATION AGREES THAT ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM THE MAINTENANCE SERVICES, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT EVIDENCE OF ITS REQUIRED COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF ASSOCIATION OR CONTRACTOR, AS THE CASE MAY BE.

(C) In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, the Association or Contractor (as applicable) shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. Association and Contractor shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

(D) District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Association's or Contractor's interest or liabilities, but are merely minimum requirements established by the District Manager. District reserves the right to reasonably require other insurance coverages that District deems necessary depending upon the risk of loss and exposure to liability.

(E) Insurance companies selected must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District.

(F) The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of AM. Best's Insurance Guide.

(G) Such insurance policy of any contractor hired by the Association shall include a waiver of subrogation endorsement if available at a commercially reasonable cost.

8.0 Term of Agreement

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on October 1st of said 5th year, unless the Association provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, either party may, in its sole discretion, terminate this Agreement at any time (including at any time during which the Association may be in default under this Agreement) for any reason or no reason by providing at least sixty (60) days written notice to the other party of its intent to terminate this Agreement pursuant to this provision.

9.0 Miscellaneous Provisions

(A) **Time of the Essence:** Time is of the essence with respect to this Agreement.

(B) **Notices:** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and

shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

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

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

AS TO THE ASSOCIATION: Avenir Site Plan 3-Pod 8 Neighborhood Assoc., Inc.
4400 PGA Boulevard, Suite 700
Palm Beach Gardens, FL 33410

With a copy to: Cherry, Edgar & Smith, P.A.
8409 N. Military Trail, Suite 123
Palm Beach Gardens, FL 33411-
Attention: Richard G. Cherry, Esq.

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

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

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

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

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

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

(H) **Costs and Fees:** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

(I) **Successors and Assignment:** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Association and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld. Nothing contained herein shall prohibit the Association from delegating its obligations under this Agreement to a Contractor(s), which may be done by the Association in its sole discretion and without prior notice or approval.

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

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

(L) **Execution of Documents:** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

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

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

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

(P) **Records:**

A. Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

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

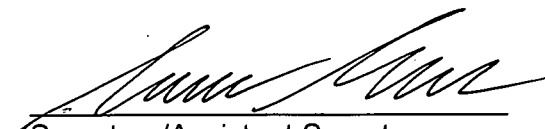
[SIGNATURE PAGES FOLLOW]

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

ATTEST:

DISTRICT:

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


Secretary/Assistant Secretary
Rosa Eckstein Schechter
Assistant Secretary

By: 
Name: Roberto Horwitz
Title: Vice Chairperson

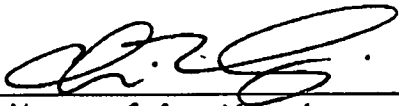
Date: April 3, 2024

[Signature Page to Amended and Restated Maintenance Agreement]

[Signature Page to Amended and Restated Maintenance Agreement]

ASSOCIATION:

**AVENIR SITE PLAN 3-POD 8
NEIGHBORHOOD ASSOCIATION, INC., a
Florida corporation not for profit**

By: 
Print Name: CHRIS MOOBY
Title: HOA PRESIDENT

Date: April 4th, 2024

EXHIBIT "A"

DESCRIPTION OF DISTRICT PROPERTY

That portion of Tract LM4, AVENIR SITE PLAN 2 – POD 5, according to the plat thereof, recorded in Plat Book 129, Page 1, of the Public Records of Palm Beach County, Florida, that is adjacent to a residential lot or open space tract subject to the jurisdiction of the Association.

AND

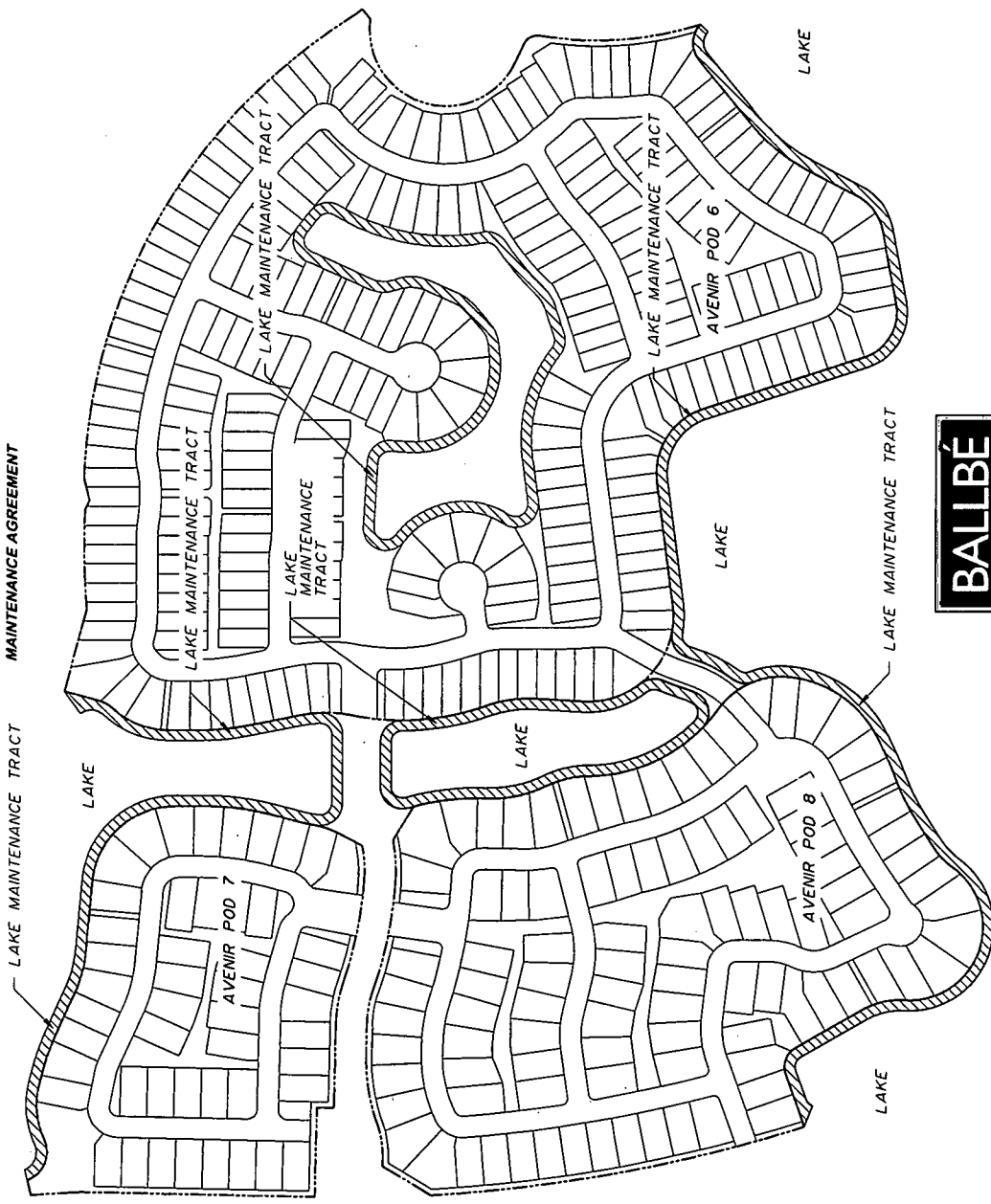
Tract LM, AVENIR SITE PLAN 3 – POD 6, according to the plat thereof, recorded in Plat Book 131, Page 130, of the Public Records of Palm Beach County, Florida.

AND

That portion of Tract LM, AVENIR SITE PLAN 3 – POD 7, according to the plat thereof, recorded in Plat Book 131, Page 139, of the Public Records of Palm Beach County, Florida that is adjacent to a residential lot or open space tract subject to the jurisdiction of the Association.

[Insert Sketch]

EXHIBIT "A"
 AMENDED AND RESTATED
 MAINTENANCE AGREEMENT



DESCRIPTION:

TRACT LM, OF THE PLAT OF AVENIR SITE PLAN 3 - POD 6, AS RECORDED IN PLAT BOOK 131, PAGE 130,
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

DESCRIPTION:

A PORTION OF TRACT LM, OF THE PLAT OF AVENIR SITE PLAN 3 – POD 7, AS RECORDED IN PLAT BOOK 131, PAGE 139, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT LM; THENCE, ALONG THE SOUTH LINE OF SAID TRACT LM, NORTH 89°58'04" WEST, A DISTANCE OF 180.88 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 97° 23' 47", A DISTANCE OF 98.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 332.00 FEET, THROUGH A CENTRAL ANGLE OF 06° 57' 49", A DISTANCE OF 40.35 FEET; THENCE, NORTH 14° 23' 32" EAST A DISTANCE OF 86.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 668.00 FEET, THROUGH A CENTRAL ANGLE OF 14° 21' 06", A DISTANCE OF 167.32 FEET; THENCE, NORTH 00° 02' 26" EAST A DISTANCE OF 81.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 217.00 FEET, THROUGH A CENTRAL ANGLE OF 84° 48' 30", A DISTANCE OF 321.20 FEET; THENCE, NORTH 84° 46' 04" WEST A DISTANCE OF 184.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 333.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 13' 51", A DISTANCE OF 111.77 FEET; THENCE, NORTH 65° 32' 13" WEST A DISTANCE OF 113.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 672.00 FEET, THROUGH A CENTRAL ANGLE OF 09° 47' 45", A DISTANCE OF 114.89 FEET; THENCE, NORTH 75° 19' 58" WEST A DISTANCE OF 28.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 217.00 FEET, THROUGH A CENTRAL ANGLE OF 39° 43' 28", A DISTANCE OF 150.45 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 78.00 FEET, THROUGH A CENTRAL ANGLE OF 95° 19' 46", A DISTANCE OF 129.78 FEET; THENCE, NORTH 75° 50' 32" EAST A DISTANCE OF 28.21 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 92° 11' 26", A DISTANCE OF 80.45 FEET, AND WHOSE LONG CHORD BEARS SOUTH 68° 57' 43" EAST A DISTANCE OF 72.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 245.00 FEET, THROUGH A CENTRAL ANGLE OF 39° 43' 28", A DISTANCE OF 169.86 FEET; THENCE, SOUTH 75° 19' 58" EAST A DISTANCE OF 28.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 700.00 FEET, THROUGH A CENTRAL ANGLE OF 09° 47' 45", A DISTANCE OF 119.68 FEET; THENCE, SOUTH 65° 32' 13" EAST A DISTANCE OF 113.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 305.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 13' 51", A DISTANCE OF 102.37 FEET; THENCE, SOUTH 84° 46' 04" EAST A DISTANCE OF 184.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 245.00 FEET, THROUGH A CENTRAL ANGLE OF 84° 48' 30", A DISTANCE OF 362.65 FEET; THENCE, SOUTH 00° 02' 26" WEST A DISTANCE OF 81.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 696.00 FEET, THROUGH A CENTRAL ANGLE OF 14° 21' 06", A DISTANCE OF 174.34 FEET; THENCE, SOUTH 14° 23' 32" WEST A DISTANCE OF 86.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 304.00 FEET, THROUGH A CENTRAL ANGLE OF 06° 57' 52", A DISTANCE OF 36.95 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 97° 23' 43", A DISTANCE OF 51.00 FEET; THENCE, SOUTH 89° 58' 04" EAST A DISTANCE OF 180.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 92° 58' 44", A DISTANCE OF 48.68 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 304.00 FEET, THROUGH A CENTRAL ANGLE OF 08° 18' 27", A DISTANCE OF 44.08 FEET; THENCE, NORTH 11° 15' 15" WEST A DISTANCE OF 140.76 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 696.00 FEET, THROUGH A CENTRAL ANGLE OF 11° 17' 11", A DISTANCE OF 137.10 FEET; THENCE, NORTH 00° 01' 56" EAST A DISTANCE OF 77.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 244.00 FEET, THROUGH A CENTRAL ANGLE OF 43° 28' 59", A DISTANCE OF 185.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 78° 51' 43", A DISTANCE OF 68.82 FEET; THENCE, NORTH 54° 39' 15" EAST A DISTANCE OF 28.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 78.00 FEET, THROUGH A CENTRAL ANGLE OF 78° 51' 42", A DISTANCE OF 107.36 FEET, AND WHOSE LONG CHORD BEARS SOUTH 04° 05' 05" WEST A DISTANCE OF 99.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 216.00 FEET, THROUGH A CENTRAL ANGLE OF 43° 28' 59", A DISTANCE OF 163.93 FEET; THENCE, SOUTH 00° 01' 56" WEST A DISTANCE OF 77.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 668.00 FEET, THROUGH A CENTRAL ANGLE OF 11° 17' 11", A DISTANCE OF 131.59 FEET; THENCE, SOUTH 11° 15' 15" EAST A DISTANCE OF 140.76 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 332.00 FEET, THROUGH A CENTRAL ANGLE OF 08° 18' 23", A DISTANCE OF 48.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 92° 58' 48", A DISTANCE OF 94.12 FEET TO THE POINT OF BEGINNING.

SHEET 1 OF 6

CONTAINING 1.622 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

**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 SITE PLAN 3 – POD 7
TRACT LM
SKETCH OF DESCRIPTION

DATE 04/01/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

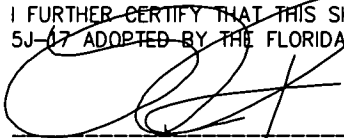
JOB NO. 7955

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 89°58'04" WEST ALONG THE SOUTH LINE OF TRACT LM, AVENIR SITE PLAN 3 - POD 8, AS RECORDED IN PLAT BOOK 131 PAGE 124, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 1, 2024.
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

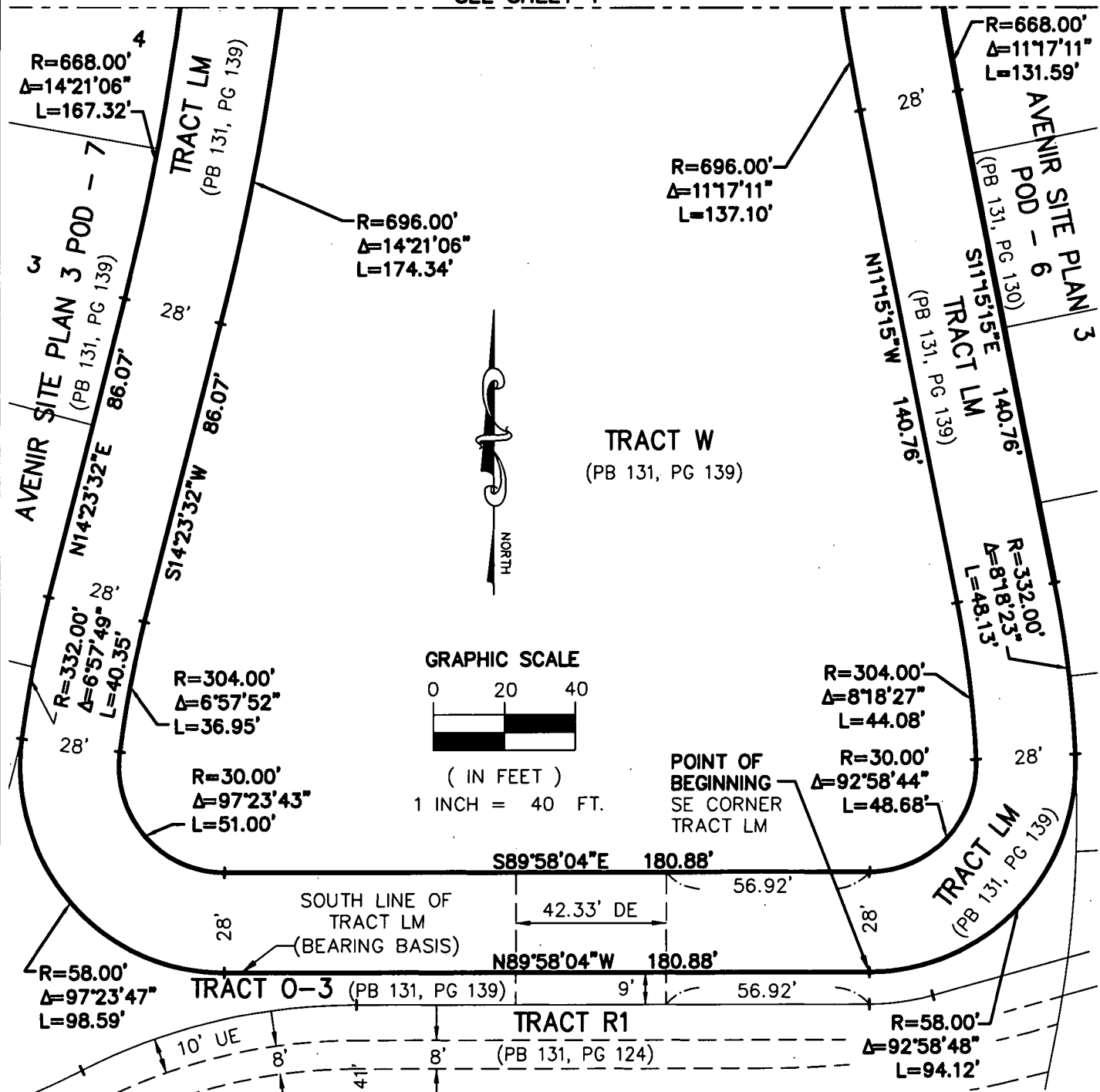
SHEET 2 OF 6**CAULFIELD & WHEELER, INC.**

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

**AVENIR SITE PLAN 3 - POD 7
TRACT LM
SKETCH OF DESCRIPTION**

DATE	04/01/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

SEE SHEET 4



SHEET 3 OF 6



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 04/01/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

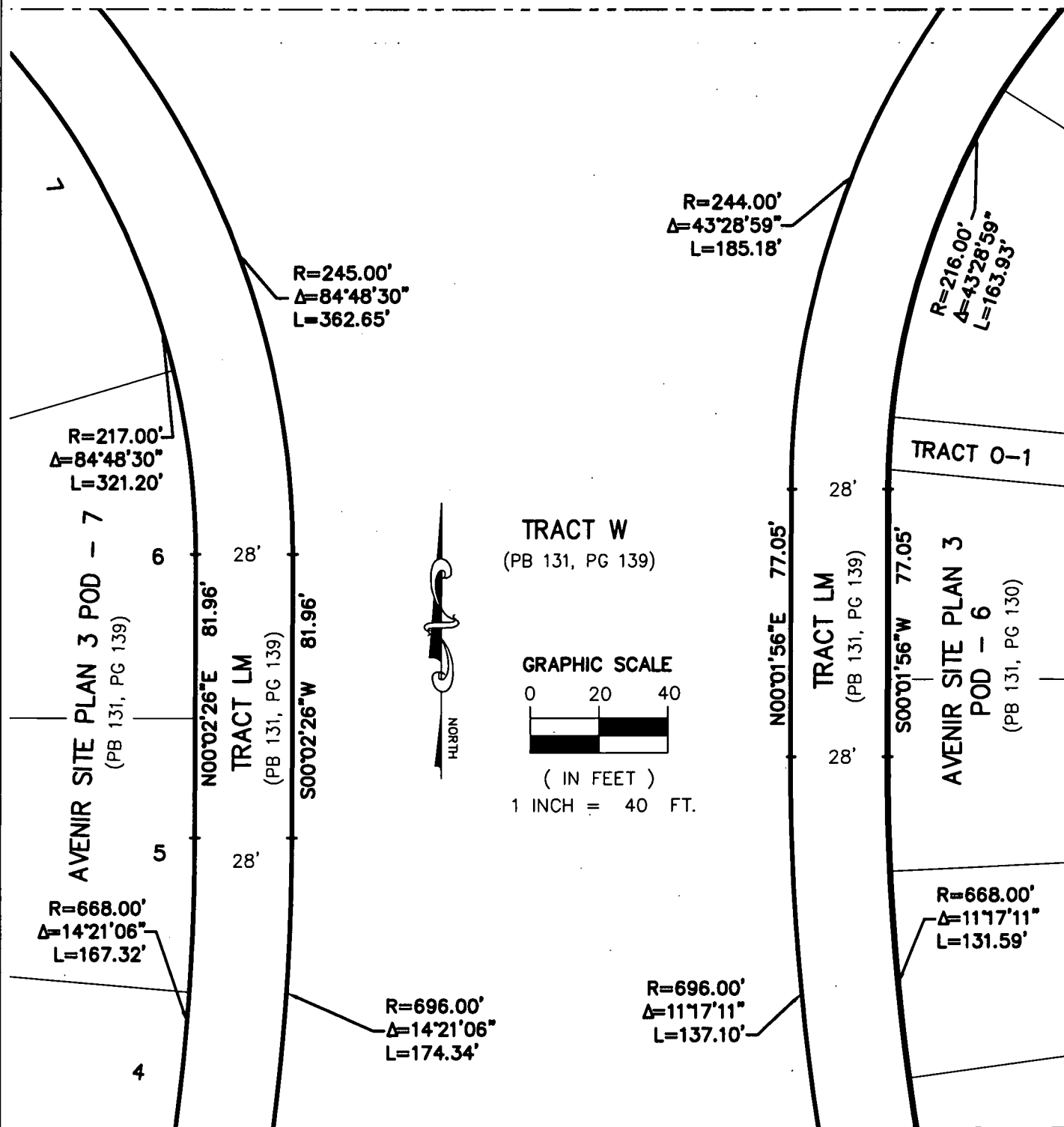
JOB NO. 7955

AVENIR SITE PLAN 3 – POD 7

TRACT LM

SKETCH OF DESCRIPTION

SEE SHEET 6



SEE SHEET 3

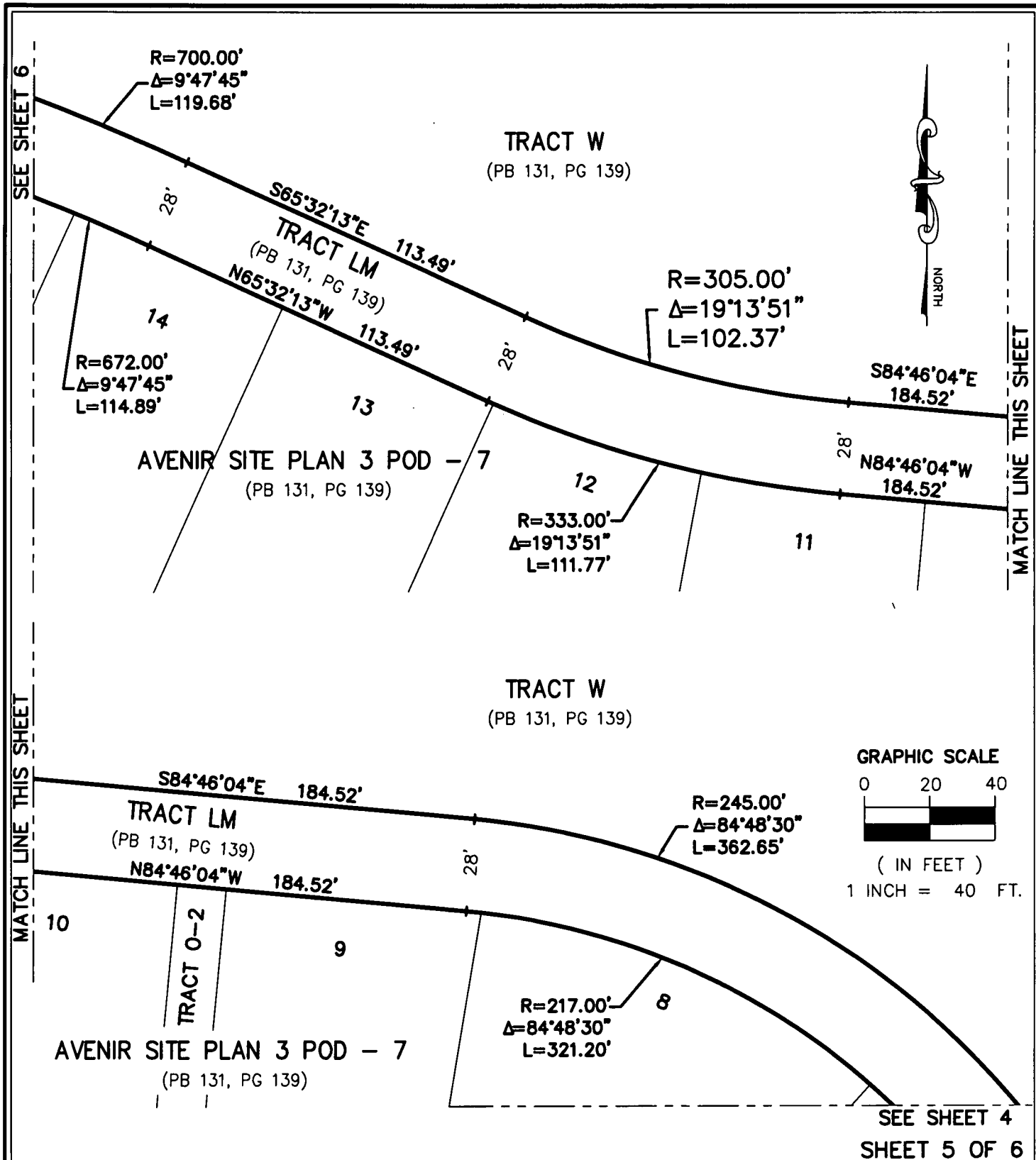
SHEET 4 OF 6



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

**AVENIR SITE PLAN 3 - POD 7
TRACT LM
SKETCH OF DESCRIPTION**

JOB NO. 7955



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 SITE PLAN 3 - POD 7

TRACT LM

SKETCH OF DESCRIPTION

DATE 04/01/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

DESCRIPTION:

A PORTION OF TRACT LM4 OF THE PLAT OF AVENIR SITE PLAN 2 – POD 5, AS RECORDED IN PLAT BOOK 129, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT O-14, AVENIR SITE PLAN 3 – POD 8, AS RECORDED IN PLAT BOOK 131, PAGE 124, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE, NORTH 70°34'05" EAST, A DISTANCE OF 78.58 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 79° 39' 33", A DISTANCE OF 80.64 FEET; THENCE, SOUTH 29°46'22" EAST, A DISTANCE OF 199.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 203.00 FEET, THROUGH A CENTRAL ANGLE OF 33° 26' 01", A DISTANCE OF 118.46 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 192.00 FEET, THROUGH A CENTRAL ANGLE OF 148° 12' 46", A DISTANCE OF 496.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 198.00 FEET, THROUGH A CENTRAL ANGLE OF 20° 39' 37", A DISTANCE OF 71.40 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2205.46 FEET, THROUGH A CENTRAL ANGLE OF 02° 43' 14", A DISTANCE OF 104.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 564.95 FEET, THROUGH A CENTRAL ANGLE OF 11° 08' 48", A DISTANCE OF 109.91 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 766.22 FEET, THROUGH A CENTRAL ANGLE OF 09° 34' 03", A DISTANCE OF 127.95 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 290.22 FEET, THROUGH A CENTRAL ANGLE OF 54° 49' 45", A DISTANCE OF 277.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 202.00 FEET, THROUGH A CENTRAL ANGLE OF 26° 58' 49", A DISTANCE OF 95.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 52° 58' 17", A DISTANCE OF 53.62 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 38° 33' 47", A DISTANCE OF 154.80 FEET, AND WHOSE LONG CHORD BEARS SOUTH 13° 42' 08" EAST A DISTANCE OF 151.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 318.22 FEET, THROUGH A CENTRAL ANGLE OF 54° 49' 45", A DISTANCE OF 304.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 794.22 FEET, THROUGH A CENTRAL ANGLE OF 09° 34' 03", A DISTANCE OF 132.62 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 536.95 FEET, THROUGH A CENTRAL ANGLE OF 11° 08' 48", A DISTANCE OF 104.46 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2177.46 FEET, THROUGH A CENTRAL ANGLE OF 02° 43' 14", A DISTANCE OF 103.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 20° 39' 37", A DISTANCE OF 61.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 148° 12' 46", A DISTANCE OF 569.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 33° 26' 01", A DISTANCE OF 102.12 FEET; THENCE, NORTH 29° 46' 22" WEST A DISTANCE OF 199.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 79° 39' 33", A DISTANCE OF 41.71 FEET; THENCE, SOUTH 70° 34' 05" WEST A DISTANCE OF 78.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 49° 47' 08", A DISTANCE OF 26.07 FEET; THENCE, NORTH 69° 13' 06" WEST A DISTANCE OF 28.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 49° 47' 09", A DISTANCE OF 50.40 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 40' 30" EAST A DISTANCE OF 48.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.191 ACRES, MORE OR LESS.

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

SHEET 1 OF 7



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 SITE PLAN 2 – POD 5
TRACT LM4
SKETCH OF DESCRIPTION

DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

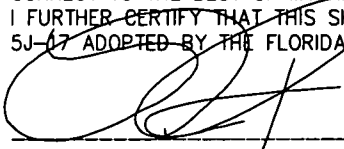
NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 70°34'05" EAST ALONG THE NORTH LINE OF TRACT O-14, AVENIR SITE PLAN 3 - POD 8, AS RECORDED IN PLAT BOOK 131 PAGE 124, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 2, 2024.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

SHEET 2 OF 7



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 SITE PLAN 2 - POD 5
TRACT LM4
SKETCH OF DESCRIPTION**

DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

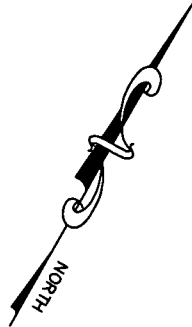
JOB NO. 7955



DATE	04/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

SEE SHEET 3

TRACT LM4
(PB 129, PG 1)



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

LEGEND:

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

TRACT W4
(PB 129, PG 1)

R=175.00'
Δ=33°26'01"
L=102.12'

N29°46'22"W
199.16'

199.16'
S29°46'22"E

TRACT O-8

R=203.00'
Δ=33°26'01"
L=118.46'

TRACT LM4
(PB 129, PG 1)

R=220.00' Δ=148°12'46" L=569.10'

R=192.00' Δ=148°12'46" L=496.67'

AVENIR SITE PLAN 3 - POD 8
(PB 131, PG 124)

SEE SHEET 5

SHEET 4 OF 7



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 SITE PLAN 2 - POD 5
TRACT LM4
SKETCH OF DESCRIPTION

DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

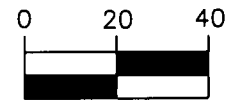
JOB NO. 7955

SEE SHEET 4

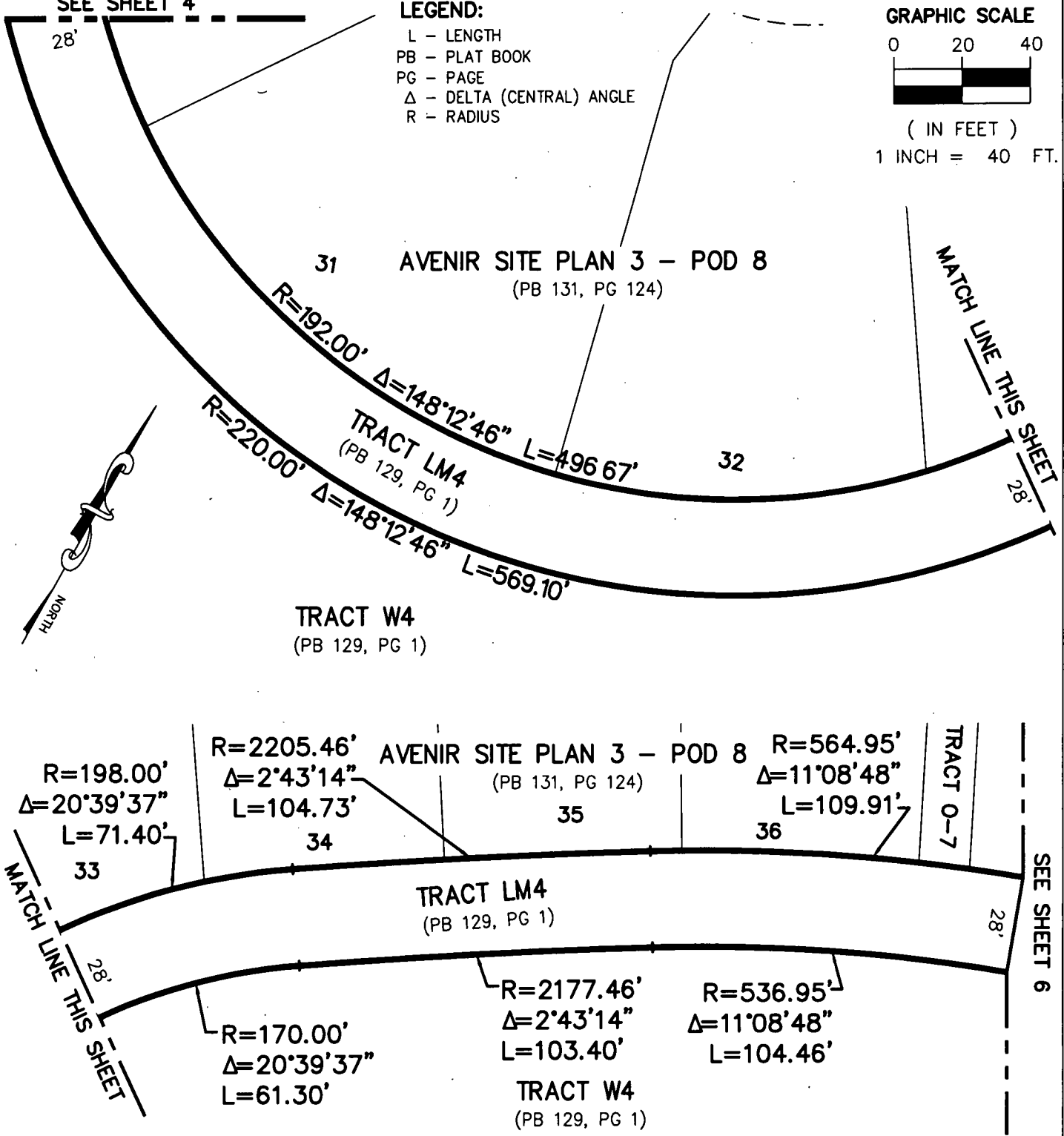
LEGEND:

L - LENGTH
PB - PLAT BOOK
PG - PAGE
 Δ - DELTA (CENTRAL) ANGLE
R - RADIUS

GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.



SEE SHEET X

SHEET 5 OF 7



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 SITE PLAN 2 - POD 5
TRACT LM4
SKETCH OF DESCRIPTION

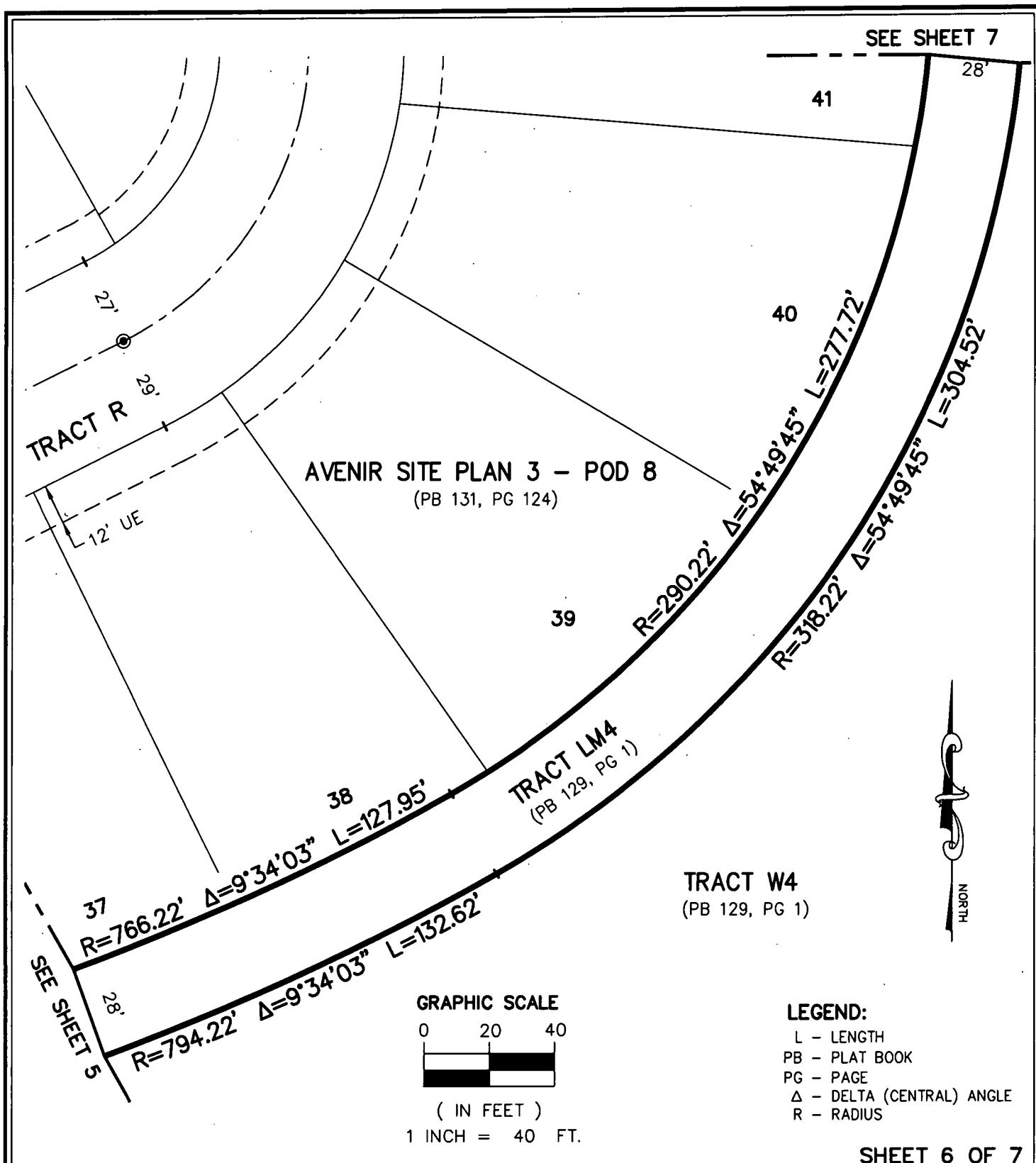
DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



SHEET 6 OF 7



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 SITE PLAN 2 - POD 5
 TRACT LM4
 SKETCH OF DESCRIPTION

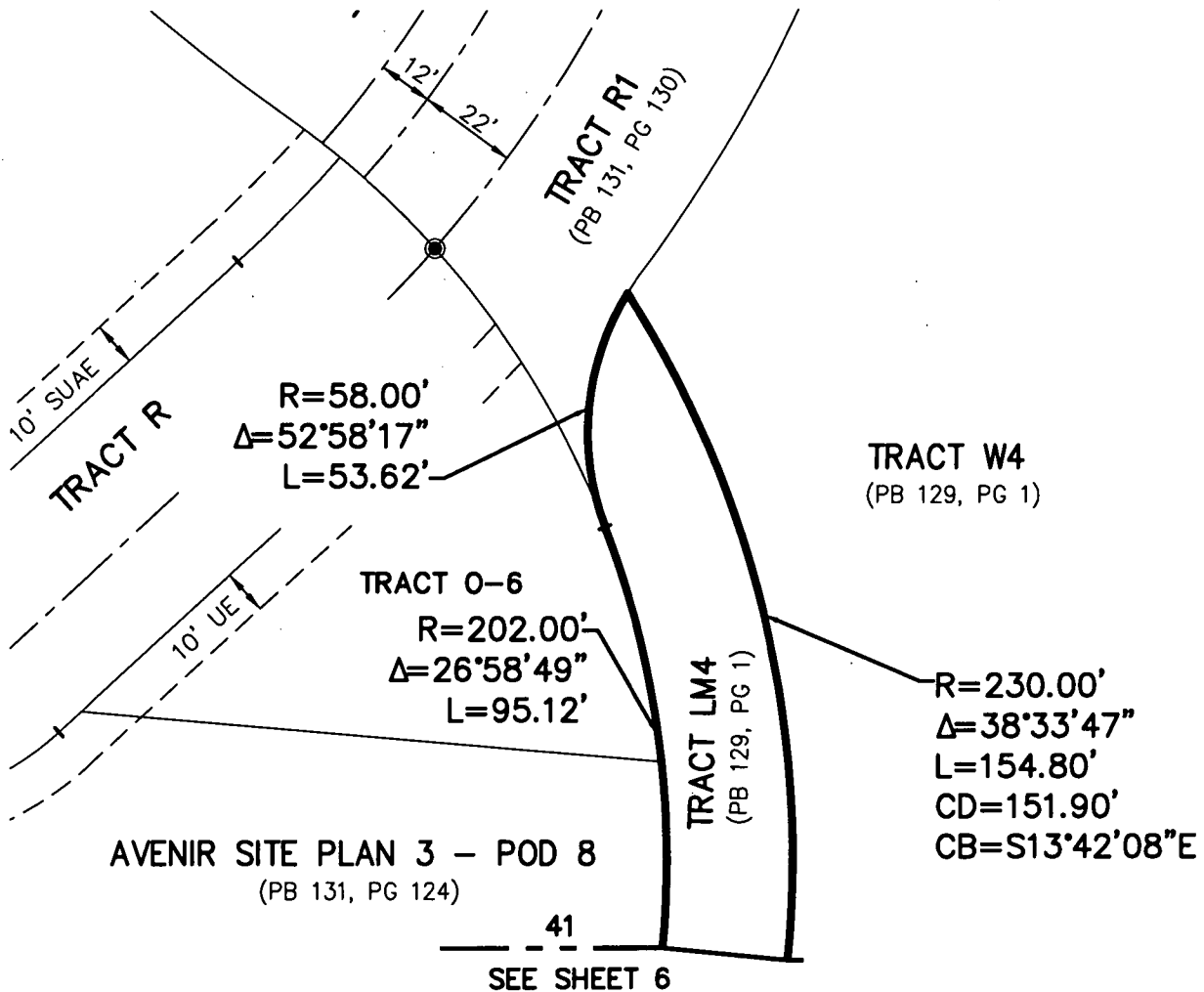
DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



LEGEND:

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

GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.



SHEET 7 OF 7



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 SITE PLAN 2 - POD 5
TRACT LM4
SKETCH OF DESCRIPTION

DATE	04/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

DESCRIPTION:

A PORTION OF TRACT LM4 OF THE PLAT OF AVENIR SITE PLAN 2 – POD 5, AS RECORDED IN PLAT BOOK 129, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 97, AVENIR SITE PLAN 3 – POD 6, AS RECORDED IN PLAT BOOK 131, PAGE 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE, SOUTH 82°29'45" WEST, A DISTANCE OF 50.86 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 82°29'45" EAST, A DISTANCE OF 325.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 178.00 FEET, THROUGH A CENTRAL ANGLE OF 79° 38' 51", A DISTANCE OF 247.44 FEET; THENCE, SOUTH 17°51'24" EAST, A DISTANCE OF 442.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 122.00 FEET, THROUGH A CENTRAL ANGLE OF 82° 55' 21", A DISTANCE OF 176.57 FEET; THENCE, NORTH 79°13'15" EAST, A DISTANCE OF 195.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET, THROUGH A CENTRAL ANGLE OF 51° 53' 50", A DISTANCE OF 117.75 FEET; THENCE, NORTH 27°19'25" EAST, A DISTANCE OF 134.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 520.00 FEET, THROUGH A CENTRAL ANGLE OF 23° 43' 22", A DISTANCE OF 215.30 FEET; THENCE, NORTH 51°02'46" EAST, A DISTANCE OF 205.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 82° 46' 00", A DISTANCE OF 101.12 FEET; THENCE, SOUTH 43°48'48" WEST, A DISTANCE OF 28.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 42.00 FEET, THROUGH A CENTRAL ANGLE OF 82° 46' 40", A DISTANCE OF 60.68 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 33' 53" WEST A DISTANCE OF 55.54 FEET; THENCE, SOUTH 51°02'46" WEST, A DISTANCE OF 205.34 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 492.00 FEET, THROUGH A CENTRAL ANGLE OF 23° 43' 22", A DISTANCE OF 203.71 FEET; THENCE, SOUTH 27°19'25" WEST, A DISTANCE OF 134.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 158.00 FEET, THROUGH A CENTRAL ANGLE OF 51° 53' 50", A DISTANCE OF 143.11 FEET; THENCE, SOUTH 79°13'15" WEST, A DISTANCE OF 195.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 82° 55' 21", A DISTANCE OF 217.09 FEET; THENCE, NORTH 17°51'24" WEST, A DISTANCE OF 442.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 79° 38' 51", A DISTANCE OF 208.52 FEET; THENCE, SOUTH 82°29'45" WEST, A DISTANCE OF 325.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 28° 32' 50", A DISTANCE OF 124.56 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 53° 43' 44", A DISTANCE OF 54.39 FEET, AND WHOSE LONG CHORD BEARS NORTH 73° 31' 10" EAST A DISTANCE OF 52.42 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 222.00 FEET, THROUGH A CENTRAL ANGLE OF 17° 45' 14", A DISTANCE OF 68.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.449 ACRES, MORE OR LESS.

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

SHEET 1 OF 8



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 SITE PLAN 2 – POD 5
TRACT LM4
SKETCH OF DESCRIPTION**

DATE	04/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

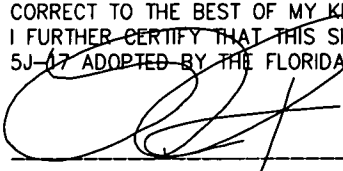
Page 497

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 82°29'45" WEST ALONG THE SOUTH LINE OF LOT 97, AVENIR SITE PLAN 3 - POD 6, AS RECORDED IN PLAT BOOK 131 PAGE 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 2, 2024.
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

SHEET 2 OF 8

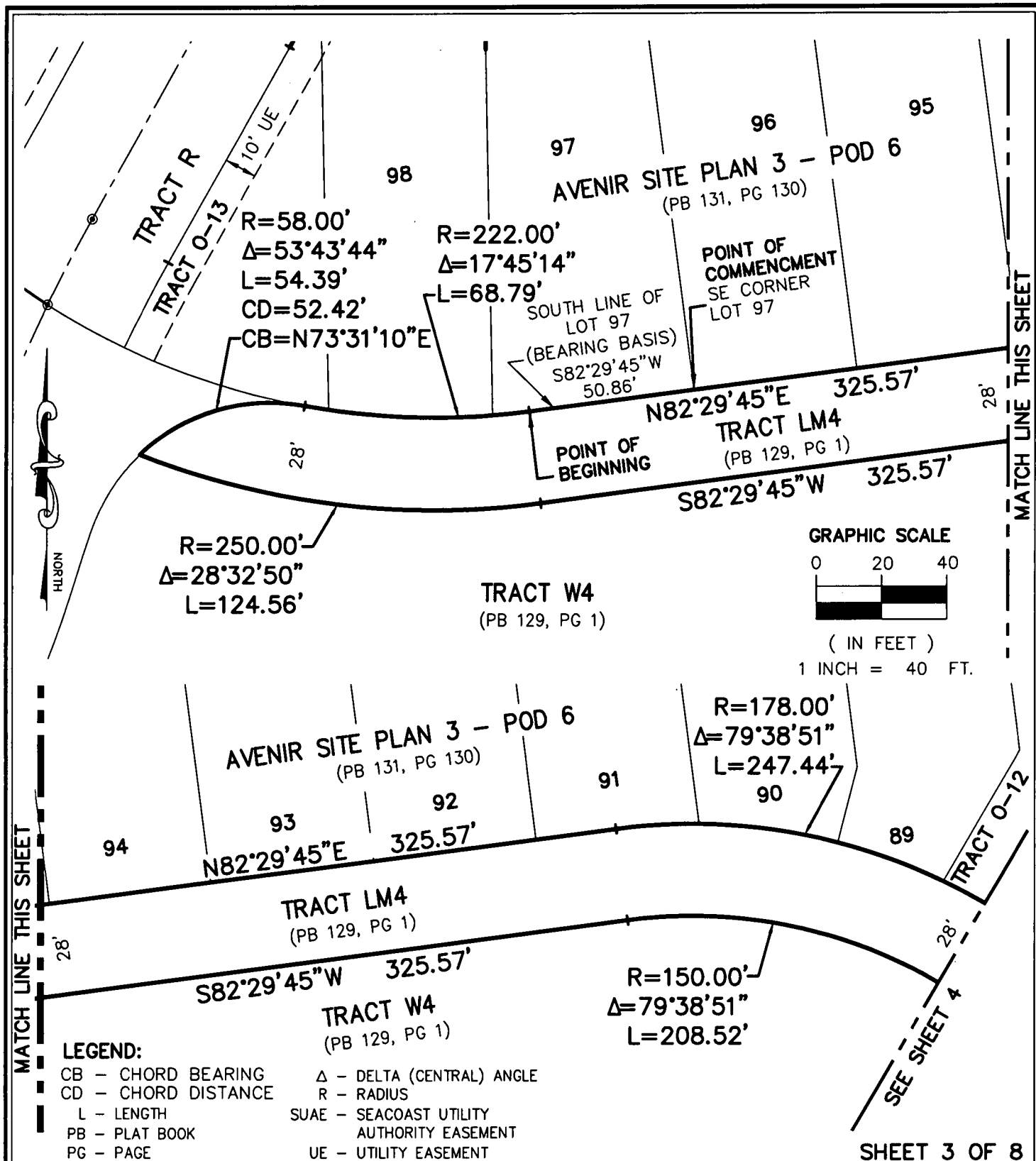


CAULFIELD & WHEELER, INC.

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

**AVENIR SITE PLAN 2 - POD 5
TRACT LM4
SKETCH OF DESCRIPTION**

DATE	04/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



SHEET 3 OF 8



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 SITE PLAN 2 - POD 5

TRACT LM4

SKETCH OF DESCRIPTION

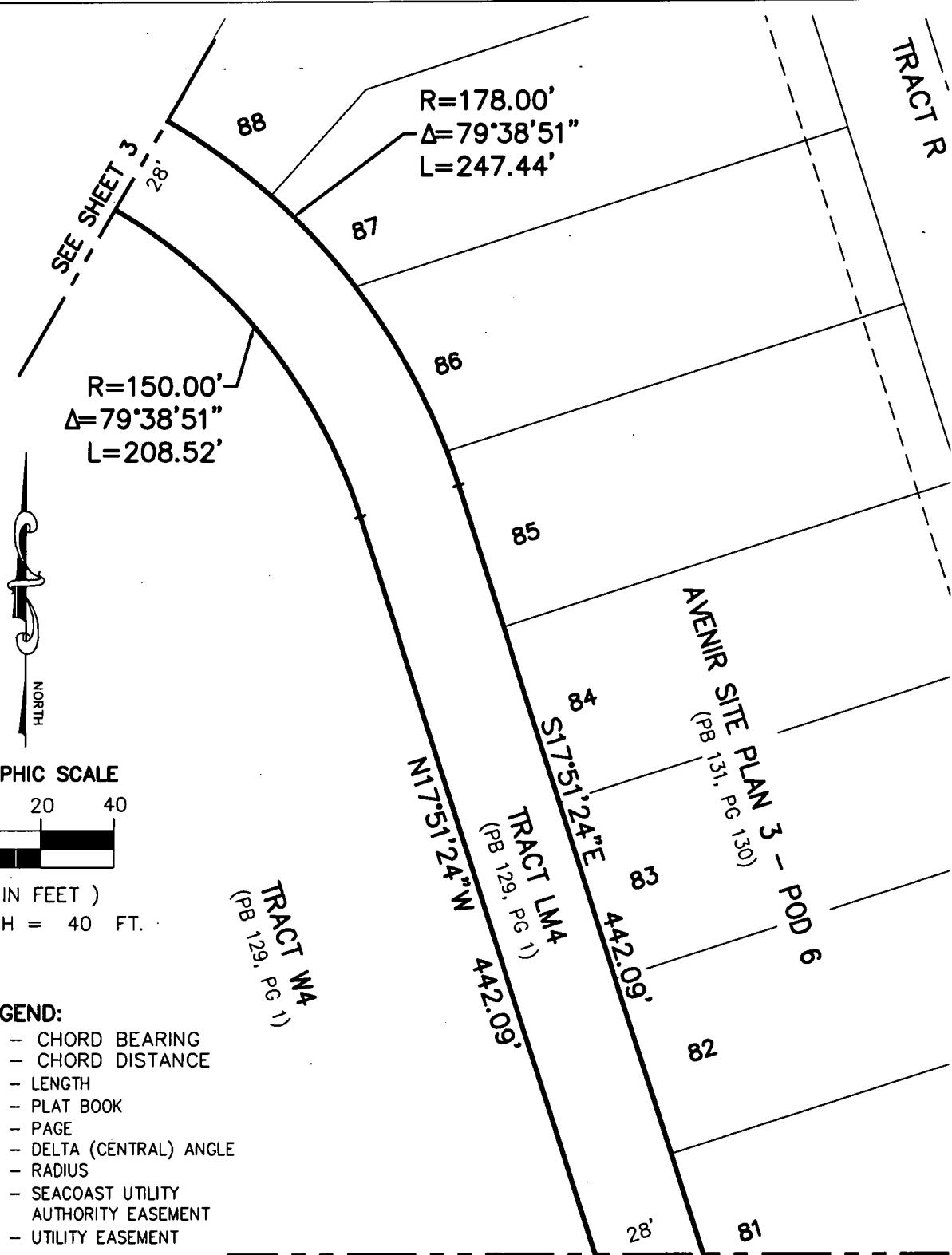
DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



SEE SHEET 5

SHEET 4 OF 8



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 SITE PLAN 2 - POD 5

TRACT LM4

SKETCH OF DESCRIPTION

DATE 04/02/2024

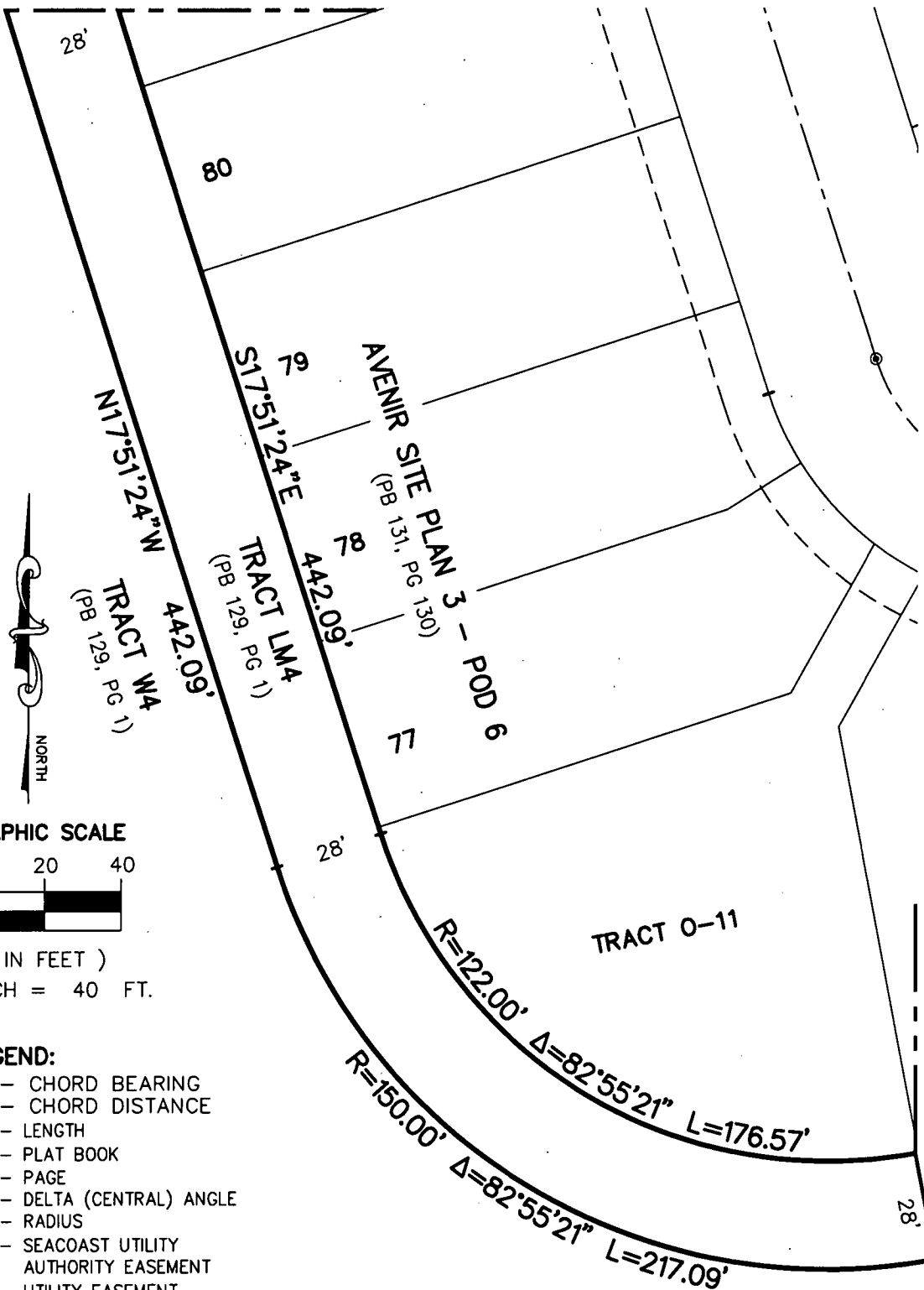
DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

SEE SHEET 4



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

LEGEND:

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

SEE SHEET 6

SHEET 5
OF 8



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 SITE PLAN 2 - POD 5

TRACT LM4

SKETCH OF DESCRIPTION

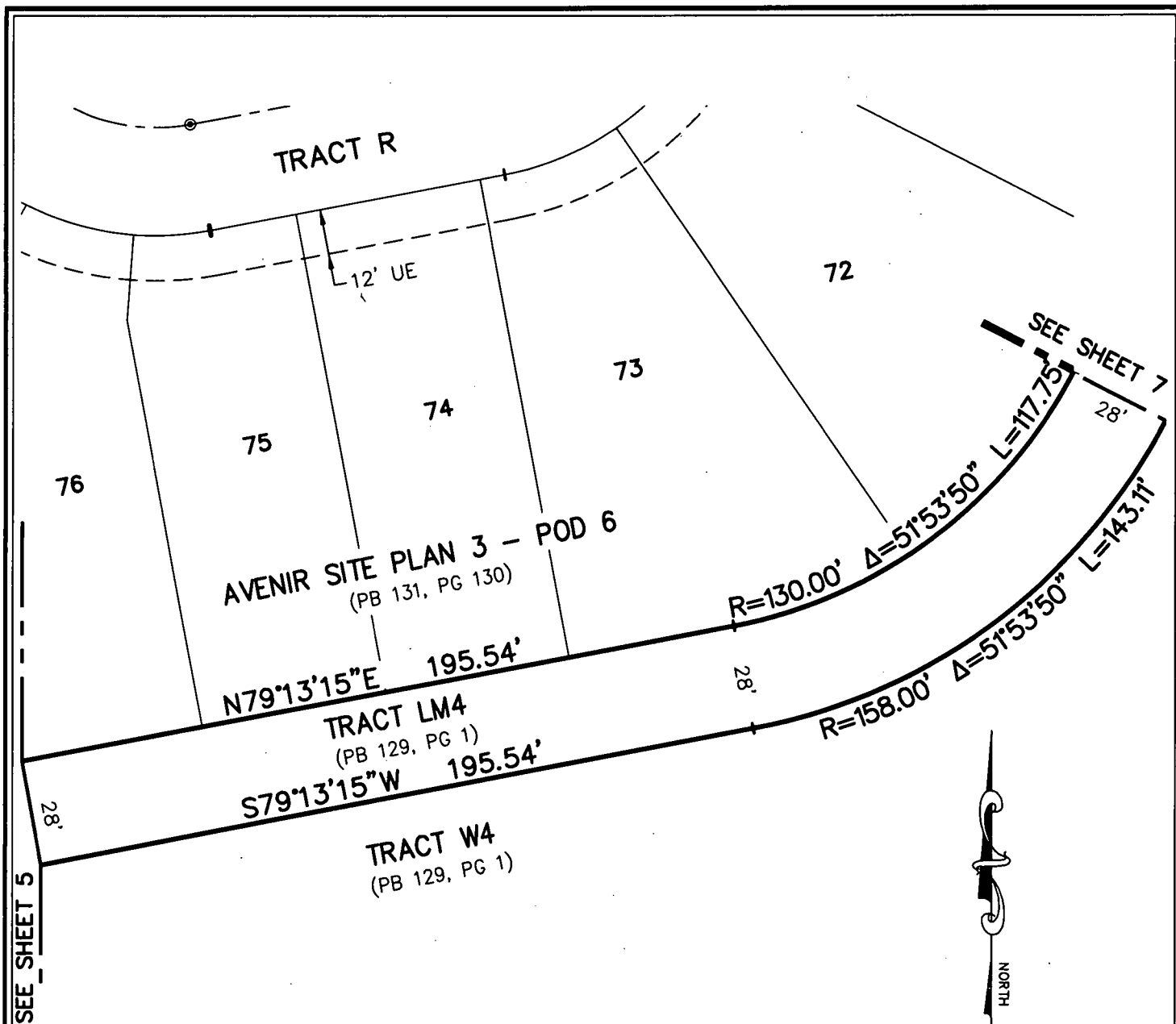
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DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

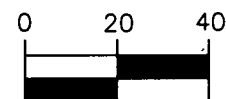
JOB NO. 7955



LEGEND:

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 PG - PAGE
 Δ - DELTA (CENTRAL) ANGLE
 R - RADIUS
 SUAE - SEACOAST UTILITY
 AUTHORITY EASEMENT
 UE - UTILITY EASEMENT

GRAPHIC SCALE



(IN FEET)
 1 INCH = 40 FT.

SHEET 6 OF 8



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 SITE PLAN 2 - POD 5
 TRACT LM4
 SKETCH OF DESCRIPTION

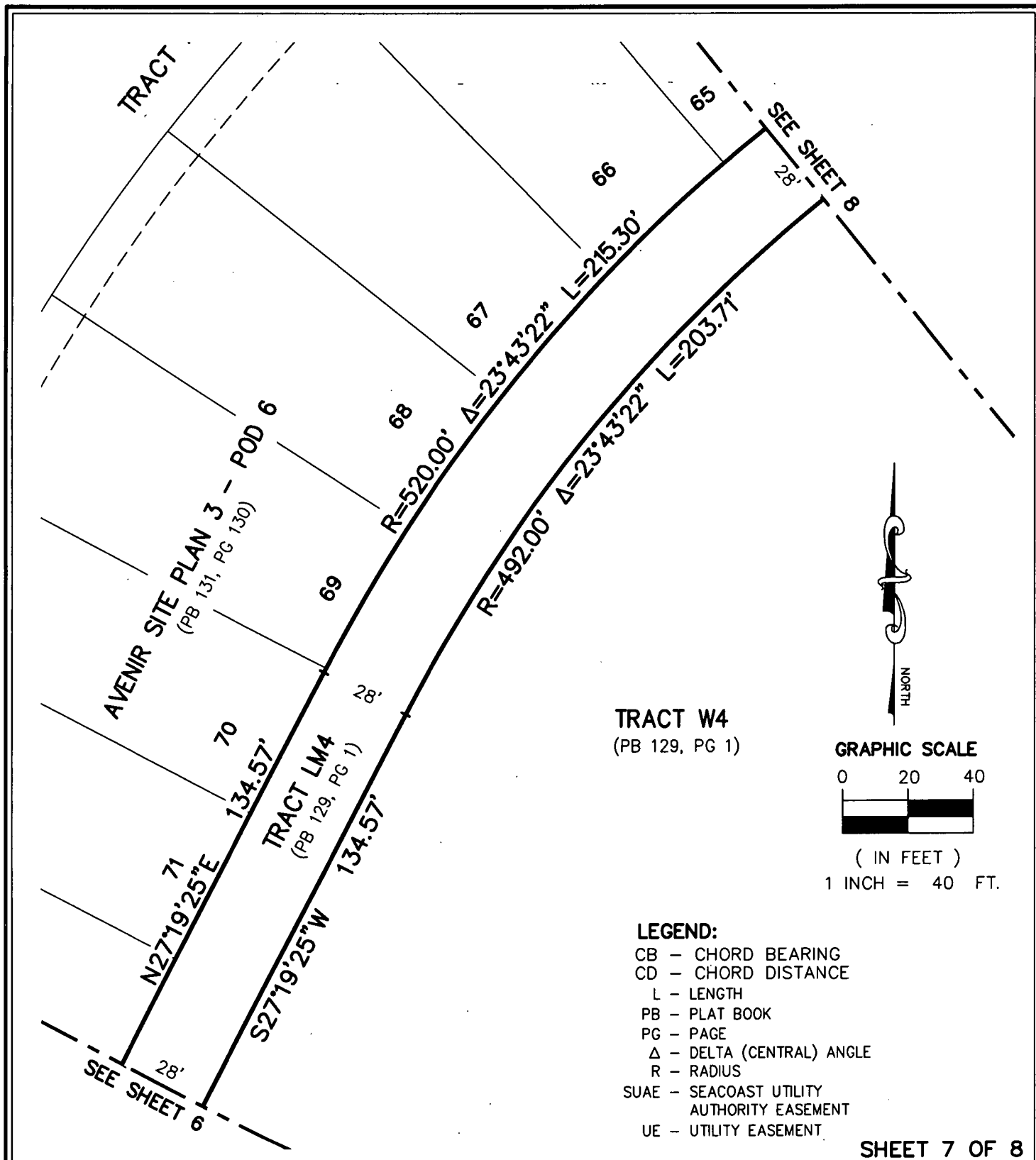
DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

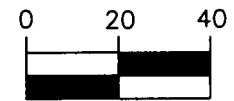
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JOB NO. 7955

LEGEND:

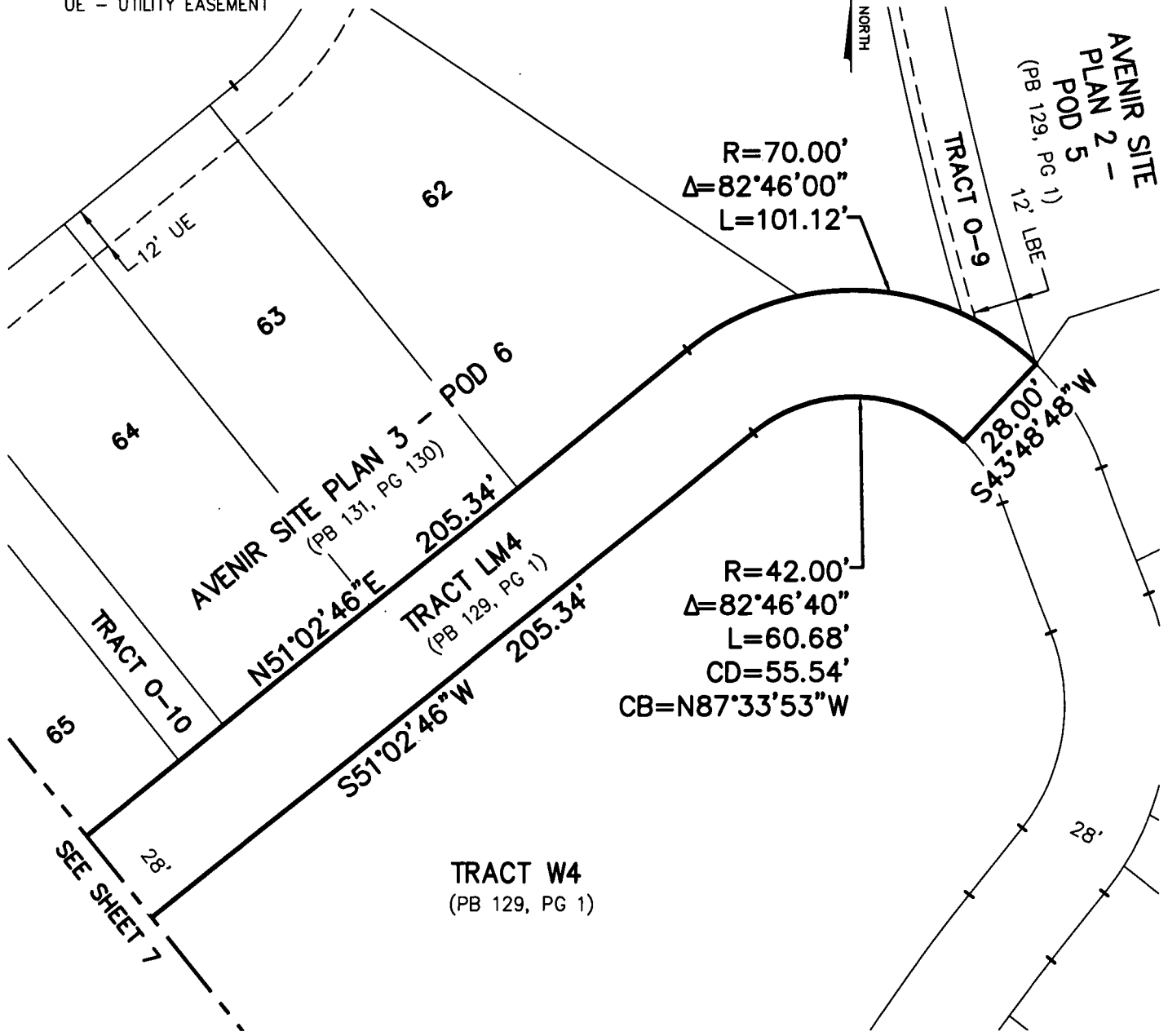
CB - CHORD BEARING
 CD - CHORD DISTANCE
 L - LENGTH
 PB - PLAT BOOK
 PG - PAGE
 Δ - DELTA (CENTRAL) ANGLE
 R - RADIUS
 SUAE - SEACOAST UTILITY
 AUTHORITY EASEMENT
 UE - UTILITY EASEMENT

GRAPHIC SCALE



(IN FEET)
 1 INCH = 40 FT.

NORTH



SHEET 8 OF 8



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 SITE PLAN 2 - POD 5
TRACT LM4
SKETCH OF DESCRIPTION

DATE	04/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

DESCRIPTION:

A PORTION OF TRACT LM4 OF THE PLAT OF AVENIR SITE PLAN 2 – POD 5, AS RECORDED IN PLAT BOOK 129, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT O-15, AVENIR SITE PLAN 3 – POD 8, AS RECORDED IN PLAT BOOK 131, PAGE 124, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE, SOUTH 87°08'04" WEST, A DISTANCE OF 178.03 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 89°58'04" EAST, A DISTANCE OF 116.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 50' 11", A DISTANCE OF 90.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 668.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 20' 34", A DISTANCE OF 225.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 332.00 FEET, THROUGH A CENTRAL ANGLE OF 22° 47' 50", A DISTANCE OF 132.10 FEET; THENCE, SOUTH 03° 19' 24" WEST A DISTANCE OF 126.79 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 222.00 FEET, THROUGH A CENTRAL ANGLE OF 41° 33' 25", A DISTANCE OF 161.02 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 53° 08' 21", A DISTANCE OF 53.79 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 52° 11' 45", A DISTANCE OF 227.75 FEET, AND WHOSE LONG CHORD BEARS NORTH 22° 46' 29" WEST A DISTANCE OF 219.95 FEET; THENCE, NORTH 03°19'24" EAST, A DISTANCE OF 126.79 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 304.00 FEET, THROUGH A CENTRAL ANGLE OF 22° 47' 50", A DISTANCE OF 120.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 696.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 20' 34", A DISTANCE OF 234.97 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 50' 11", A DISTANCE OF 47.04 FEET; THENCE, NORTH 89° 58' 04" WEST A DISTANCE OF 116.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 105° 44' 40", A DISTANCE OF 55.37 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 696.00 FEET, THROUGH A CENTRAL ANGLE OF 17° 58' 32", A DISTANCE OF 218.36 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 27° 56' 06", A DISTANCE OF 146.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 25° 13' 26", A DISTANCE OF 132.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 390.00 FEET, THROUGH A CENTRAL ANGLE OF 52° 47' 28", A DISTANCE OF 359.34 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 62° 43' 36", A DISTANCE OF 63.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 77° 00' 22" WEST A DISTANCE OF 60.37 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 418.00 FEET, THROUGH A CENTRAL ANGLE OF 45° 11' 43", A DISTANCE OF 329.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 272.00 FEET, THROUGH A CENTRAL ANGLE OF 25° 13' 26", A DISTANCE OF 119.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 328.00 FEET, THROUGH A CENTRAL ANGLE OF 27° 56' 06", A DISTANCE OF 159.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 668.00 FEET, THROUGH A CENTRAL ANGLE OF 17° 58' 32", A DISTANCE OF 209.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, THROUGH A CENTRAL ANGLE OF 105° 44' 40", A DISTANCE OF 107.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.158 ACRES, MORE OR LESS.

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

SHEET 1 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR SITE PLAN 2 – POD 5
TRACT LM4
SKETCH OF DESCRIPTION

DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN


JOB NO. 7955

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 89°58'04" WEST ALONG THE SOUTH LINE OF TRACT 0-15, AVENIR SITE PLAN 2 - POD 5, AS RECORDED IN PLAT BOOK 129 PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 2, 2024.
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.


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

SHEET 2 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
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PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR SITE PLAN 2 - POD 5
TRACT LM4
SKETCH OF DESCRIPTION**

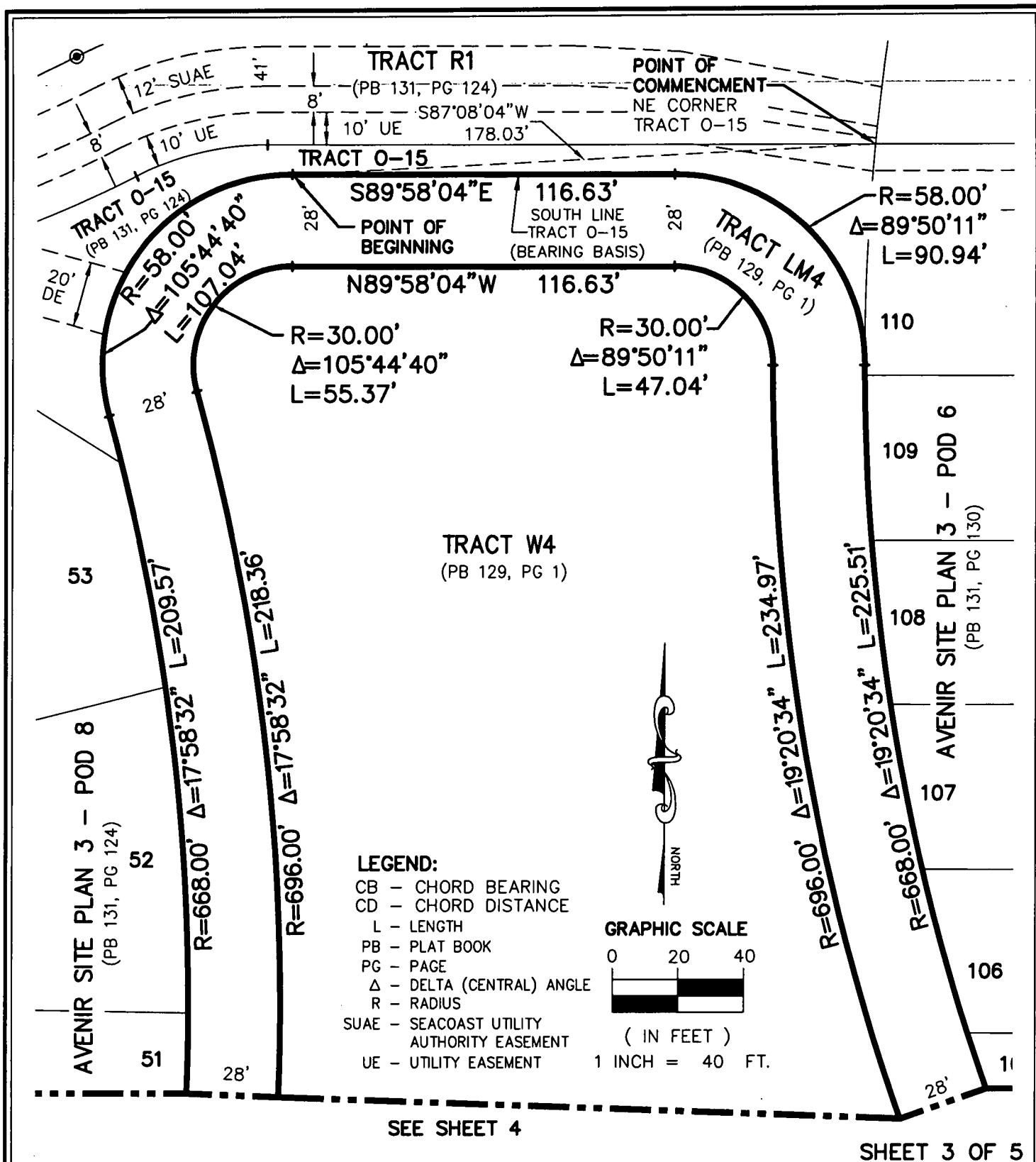
DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



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AVENIR SITE PLAN 2 - POD 5
 TRACT LM4
 SKETCH OF DESCRIPTION

DATE 04/02/2024

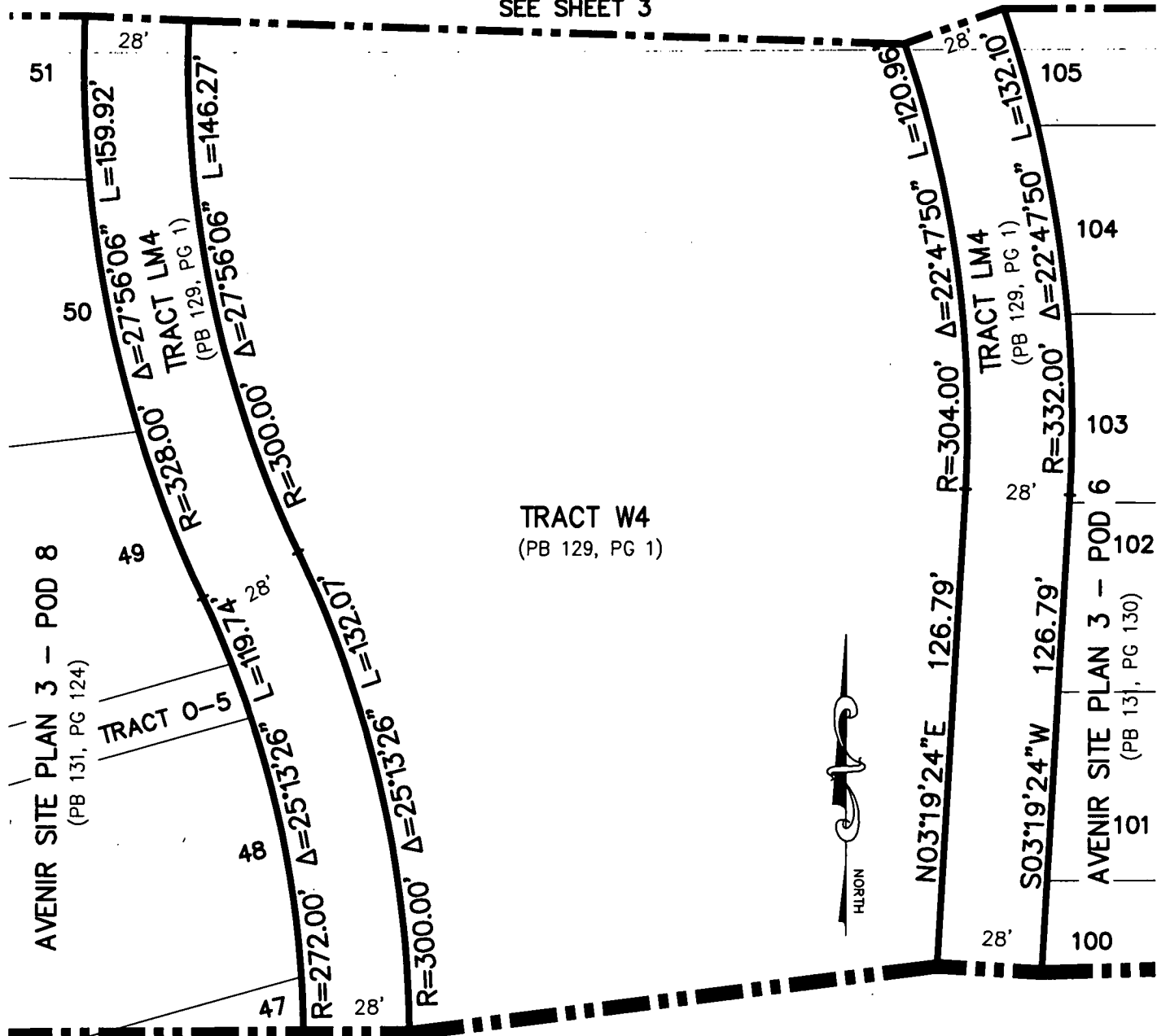
DRAWN BY RLF

F.B./ PG. N/A

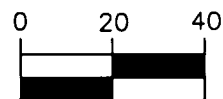
SCALE AS SHOWN

JOB NO. 7955

SEE SHEET 3



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

SHEET 4 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR SITE PLAN 2 - POD 5

TRACT LM4

SKETCH OF DESCRIPTION

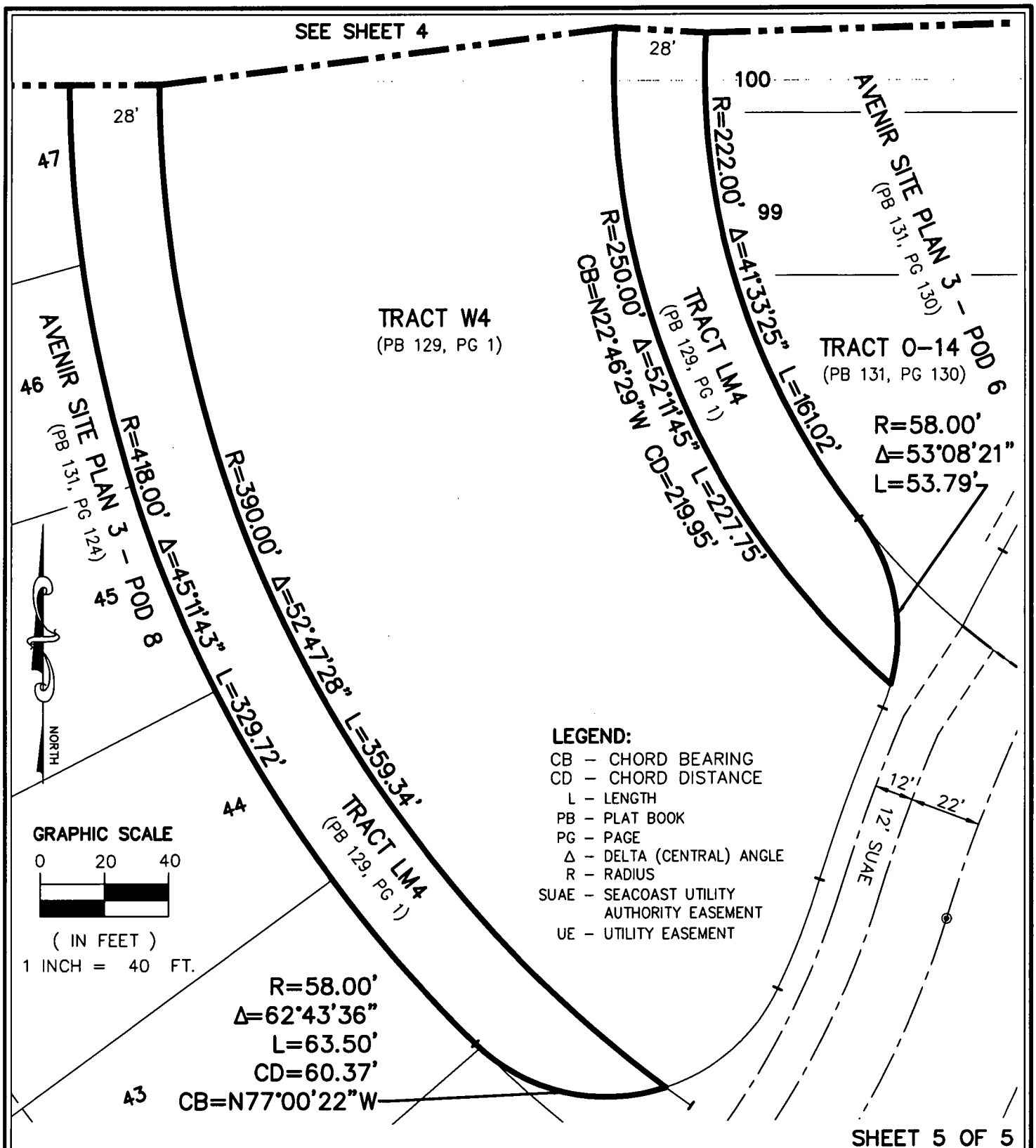
DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



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AVENIR SITE PLAN 2 - POD 5
TRACT LM4
SKETCH OF DESCRIPTION

DATE 04/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

EXHIBIT "B"

WATER MANAGEMENT TRACT

Tract W4, AVENIR SITE PLAN 2 – POD 5, according to the plat thereof recorded in Plat Book 129, Page 1, of the Public Records of Palm Beach County, Florida.

AND

Tract W, AVENIR SITE PLAN 3 – POD 6, according to the plat thereof recorded in Plat Book 131, Page 130, of the Public Records of Palm Beach County, Florida.

AND

Tract W, AVENIR SITE PLAN 3 – POD 7, according to the plat thereof recorded in Plat Book 131, Page 139, of the Public Records of Palm Beach County, Florida.

EXHIBIT "C"

DESCRIPTION OF IMPROVEMENTS

All non-littoral, above-water landscaping located on, over or within the Lake Maintenance Tract and the Water Management Tract (including but not limited to trees, bushes, shrubs, sod, mulch, and mulched areas) as well as the irrigation lines, pumps, timers, and other facilities servicing such landscaping. For clarity, the "Improvements" shall not include (a) any littoral trees or plantings, whether located within water or on dry land; (b) any drainage improvements; or (c) the lake fountain(s) or any improvements associated therewith.

EXHIBIT "D"







DESCRIPTION OF MAINTENANCE SERVICES





1. The provision of fertilizer, edging, mowing, trimming, thinning, weeding and pesticide treatment services as may be reasonably necessary and appropriate for the non-littoral landscape Improvements (including but not limited to trees, shrubs and ground cover if applicable) together with their replacement with comparable new plantings and suitable landscaping if diseased, dying or dead.
2. The eradication of exotic and pest trees, shrubs and plants from non-littoral areas, including herbicide application and/or manual removal, provided effective and environmentally safe herbicides and application techniques shall be used as are customary in the industry, and shall be performed in such a manner as to protect non-target areas and the public.
3. The provision of maintenance, repair and/or replacement services for any landscape related irrigation system components, including but not limited to sprinkler heads, wiring and controllers, piping and valves.
4. The provision of all personnel and equipment necessary in order to provide the herein described Maintenance Services. District has the right to inspect and reasonably approve all equipment that will be used in this work.
5. Remove and properly dispose all weeds, unwanted rocks, paper, trash and other debris from the Lake Maintenance Tract and the Water Management Tract to the water's edge. For the purpose of clarity, the Maintenance Services shall not include (i) any debris removal, demucking, or aquatic weed control with respect to the Water Management Tract, (ii) the maintenance, repair, and/or replacement of any fountains in the Water Management Tract, or (iii) the integrity of any lake banks/bed.
6. Remove and properly dispose of all cuttings, clippings, and other debris from the Lake Maintenance Tract and the Water Management Tract while work is being performed, ensuring as reasonably practicable that such cuttings, and clippings, and other debris are kept out of the water within the Water Management Tract.
7. Periodically trim low branches and suckers from non-littoral trees (if any) as determined by the Association Board of Directors.
8. Mulch to be installed annually or as determined by the Association Board of Directors.
9. All non-littoral trees (if any) will be trimmed to a height of twelve feet and are to be kept in a neat and healthy manner to promote growth. All dead, hazardous and troublesome branches will be trimmed on all trees as needed and/or whenever reported to or noted by personnel.
10. All non-littoral palms and trees (if any) over ten feet in height to be trimmed and pruned as determined by the Association Board of Directors. All non-littoral palms

and trees will be maintained to a level of service similar to the other Associations within Avenir.

11. Regularly inspect irrigation facilities to ensure compliance with applicable water restrictions imposed or enacted by the South Florida Water Management District, Palm Beach County, the City of Palm Beach Gardens or any other government entity or agency having jurisdiction thereof.

For the purpose of clarity, below is a list of the littoral trees and plantings for the District Property provided under Avenir Landscape Plan - #1 prepared by Urban Design Kilday Studios under Project No. 12-065.0003. The District shall remain solely responsible for the proper care, trimming, treatment, and replacement of the littoral trees and plantings within the District Property, whether located within water or on dry land.

LITTORAL TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME				
	AR-L	17	Acer rubrum / Red Maple Container Grown, 8' OA Ht. Min. x 2.5'-3' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	85.0
	AR-M	20	Acer rubrum / Red Maple Container Grown, 7' OA Ht. Min. x 2'-2.5' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	100.0
	AR-S	28	Acer rubrum / Red Maple Container Grown, 5' OA Ht. Min. x 1.5'-2' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	140.0
	TD-L	16	Taxodium distichum / Bald Cypress Container Grown, 9' OA Ht. Min. x 2.5'-3' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	80.0
	TD-M	18	Taxodium distichum / Bald Cypress Container Grown, 7' OA Ht. Min. x 2'-2.5' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	90.0
	TD-S	29	Taxodium distichum / Bald Cypress Container Grown, 5' OA Ht. Min. x 1.5'-2' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	145.0

LITTORAL PLANTINGS	CODE	QTY	BOTANICAL NAME / COMMON NAME				
	CAN	648	Canna flaccida / Yellow Canna Bare Root, 10" Ht. x 6" Spr. 24" O.C.	N	N	1	648.0
	AME	664	Crinum americanum / Swamp Lily Bare Root, 10" Ht. x 6" Spr., 24" O.C.	N	N	1	664.0
	ELE	2,063	Eleocharis interstincta / Jointed Spikerush Bare Root, 10" Ht. x 6" Spr. 24" O.C.	N	N	1	2063.0
	PON	671	Pontederia cordata / Pickerel Weed 4" Pot, 10" Ht. x 6" Spr., 24" O.C., Fully rooted plants	N	N	1	671.0

PREPARED BY / RETURN TO:

Richard G. Cherry, Esq.
CHERRY, EDGAR & SMITH, P.A.
8409 N. Military Trail, Suite 123
Palm Beach Gardens, FL 33410

IRRIGATION AND ACCESS EASEMENT

THIS IRRIGATION AND ACCESS EASEMENT (this "**Agreement**") is made as of the 8th day of April, 2024, by and among **DiVOSTA HOMES, L.P.**, a Delaware limited partnership ("**DiVosta**"), **AVENIR SITE PLAN 3 – POD 8 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Association**" – DiVosta and the Association are sometimes hereinafter singularly and collectively referred to as the "**GRANTEE**"), and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "**District**" or the "**GRANTOR**").

RECITALS:

- R-1** GRANTOR owns fee simple title to certain real property located in Palm Beach County, Florida, as more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**GRANTOR's Property**");
- R-2** DiVosta or the Association owns fee simple title to certain real property located in Palm Beach County, Florida as more particularly described in **Exhibit "B"** attached hereto and made a part hereof ("**GRANTEE's Property**");
- R-3** The Association is the homeowners association that has been established for GRANTEE's Property that will be responsible for operating and maintaining the common areas thereof, including, without limitation, the Irrigation Facilities described herein;
- R-4** A portion of GRANTOR's Property is comprised of: (i) certain lake banks that are contiguous to GRANTEE's Property (the "**Lake Banks**"); and (ii) the lake or lakes that are part of the Surface Water Management System for GRANTOR's Property and GRANTEE's Property (singularly and collectively referred to herein as the "**Lakes**"); that portion of the Lake Banks and the Lakes over which GRANTOR is conveying an easement to GRANTEE is hereby referred to as the "**Easement Area**", which Easement Area is depicted or legally described on the attached **Exhibit "C"**; and
- R-5** GRANTOR has agreed to grant to GRANTEE a non-exclusive, perpetual easement for irrigation, access, ingress and egress over, under and across the

Easement Area together with a right to install, operate, maintain, repair and replace a single pipe or tube located thereon for withdrawal of irrigation water from the Lakes (the "**Irrigation Facilities**"). For clarity, the Irrigation Facilities located within the Easement Area shall only include a pipe or tube for withdrawal of irrigation water and shall not include any pumps, machinery, electrical equipment, generators, or any other facilities or equipment, all of which shall be located solely on GRANTEE's Property. Additionally, the Irrigation Facilities will be located on that portion of the Easement Area to be agreed upon by the parties, acting reasonably and in good faith.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTOR and GRANTEE hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easement**. GRANTOR does hereby grant and convey to GRANTEE and its employees, invitees, licensees, agents, successors and assigns, a non-exclusive, perpetual easement for access, ingress and egress over, under and across the Easement Area for the purpose of installing, operating, maintaining, repairing and replacing the Irrigation Facilities. The easement rights granted to GRANTEE hereunder shall specifically include, without limitation, the right to withdraw irrigation water from the Lakes. All of such activities shall be conducted in accordance with and subject to the requirements imposed by all applicable governmental authorities, including but not limited to the requirements of any applicable permits, authorizations and approvals, and GRANTEE shall be responsible for obtaining all requisite permits, authorizations and approvals for the construction of the Irrigation Facilities and to enable GRANTEE to withdraw irrigation water from the Lakes from all applicable governmental authorities, including, without limitation, the South Florida Water Management District and the City of Palm Beach Gardens, FL. GRANTEE acknowledges and agrees that the construction of a recharge well to replace the water withdrawn from the Lakes by GRANTEE (the "**Recharge Well**") shall be a condition to GRANTEE's withdrawal of any irrigation water pursuant to this Agreement. The Recharge Well shall be installed at GRANTEE's sole cost and expense and in accordance with plans and specifications approved by GRANTOR. Upon completion of the Irrigation Facilities, GRANTEE shall repair any damage to the Easement Area or GRANTOR's Property as a result of GRANTEE's constructing, operating and maintaining the Irrigation Facilities and/or the Easement Area.

3. **Maintenance**. GRANTEE, at its sole cost and expense, shall construct, maintain, repair and replace the Irrigation Facilities and the Lake Banks in order to allow GRANTEE to exercise its rights hereunder without obstruction, hindrance or restriction and to keep same in good working order and repair, in a safe condition and in compliance with applicable laws. The parties acknowledge and agree that GRANTOR shall not have any obligation to maintain and/or repair or have any responsibility and/or liability with respect to the Irrigation Facilities or the Easement Area pursuant to this Agreement;

provided that GRANTOR shall be responsible for repairing any damage to the Irrigation Facilities or the Lake Banks caused by GRANTOR. GRANTEE, at its sole cost and expense, shall be responsible for promptly repairing any portion of GRANTOR'S Property that is damaged by the acts or omissions of GRANTEE or its agents or employees. Notwithstanding the foregoing, in the event that GRANTEE fails to properly perform its obligation of maintenance, repair or replacement as specifically set forth herein, GRANTOR shall be entitled to serve written notice upon GRANTEE, which notice shall specifically set forth the required maintenance, repair or replacement together with a demand that same be commenced within thirty (30) days from the receipt of such notice, or within such shorter period as is reasonable in the event of an emergency. If GRANTEE then fails without justification to commence timely and thereafter to diligently pursue the required maintenance, repair or replacement, GRANTOR shall be entitled to enter upon GRANTEE's Property (or hire other parties to do so) in order to perform the demanded maintenance, repair or replacement, and without liability for trespass. The costs so incurred by GRANTOR shall be reimbursed by GRANTEE within twenty (20) days after written demand. In the event that GRANTEE fails to make such reimbursement in a timely manner, then the amount due shall bear interest at twelve percent (12%) per annum.

4. District Remedies and Opportunity to Cure. At the sole discretion of the District, a default by GRANTEE under the Agreement shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of GRANTEE's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of and injunctive relief concerning the GRANTEE's obligations hereunder. Notwithstanding the foregoing or anything to the contrary herein, any claim to damages under this Agreement by the District shall be limited to (i) the costs of any actual damage to the District Property or the Irrigation Facilities resulting from the GRANTEE's failure to comply with its obligations pursuant to this Agreement, (ii) any amounts owing in connection with the GRANTEE's indemnification obligations, and (iii) any enforcement costs due to the District under Section 11(h).

5. GRANTEE Remedies and Opportunity to Cure. At the sole discretion of GRANTEE, a default by the District under the Agreement shall entitle GRANTEE to all remedies available in law or equity or in an administrative tribunal, which shall include, but not be limited to, the right of actual (but not special, indirect, consequential, or punitive) damages, injunctive relief and specific performance. In the event of the District's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, GRANTEE shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of and injunctive relief concerning GRANTEE's obligations hereunder. Notwithstanding the foregoing or anything to the contrary herein, any claim to damages under this Agreement by GRANTEE shall be limited to (i) the costs of any actual damage to the Irrigation Facilities resulting from the District's failure to

comply with its obligations pursuant to this Agreement, and (ii) any enforcement costs due to GRANTEE under Section 11(h).

6. **Indemnification.** GRANTEE does hereby indemnify, defend, and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the negligent acts or omissions, gross negligence, or willful misconduct of GRANTEE and its officers, employees, agents, and contractors, with said indemnification and hold harmless to include, but not be limited to: (i) direct costs and actual damages; and (ii) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto; provided, however, it is understood that this section does not require the GRANTEE to indemnify, defend, or hold harmless the District to the extent any loss or liability results from or arises out of the negligent acts or omissions of the District (including its contractors, agents, officers, employees, volunteers, or representatives) or any other third party.

7. **Insurance.**

(a) GRANTEE shall maintain, and require any contractor hired to construct or maintain the Irrigation Facilities ("**Contractor**") to maintain commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

(b) **GRANTEE AND, IF APPLICABLE, ANY CONTRACTOR HIRED BY GRANTEE TO CONSTRUCT OR MAINTAIN THE IRRIGATION FACILITIES, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT EVIDENCE OF ITS REQUIRED COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF GRANTEE OR CONTRACTOR, AS THE CASE MAY BE.**

(c) In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, the GRANTEE or Contractor (as applicable) shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. GRANTEE and Contractor shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

(d) District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect GRANTEE'S or Contractor's interest or liabilities, but are merely minimum requirements established by the District Manager. District reserves the right to reasonably require other insurance

coverages that District deems necessary depending upon the risk of loss and exposure to liability.

(e) Insurance companies selected must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District.

(f) The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

(g) Such insurance policy shall include a waiver of subrogation endorsement if available at a commercially reasonable cost.

8. Warranties and Representations. GRANTOR does hereby covenant with GRANTEE, that: (i) it is lawfully seized and possesses of GRANTOR's Property; (ii) it has good and lawful right to enter into this Agreement and convey the easement rights being conveyed hereunder; and (iii) all required authorizations, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate GRANTOR's execution and delivery of this Agreement. GRANTEE does hereby covenant with GRANTOR that (i) it is lawfully seized and possess GRANTEE's Property, and (ii) it has good and lawful right to enter into this Agreement, and (iii) all applicable corporate, partnership, trust or other required authorizations, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate GRANTEE's execution and acceptance of this Agreement.

9. Intentionally omitted.

10. Covenants Running with the Land. This Agreement, and the rights and interests created herein shall burden GRANTOR's Property and benefit GRANTEE's Property and shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns. Notwithstanding the foregoing, and in order to alleviate any concern as to the effect of this Agreement on the status of title to any Public Lot, this Agreement shall not apply and shall automatically terminate without the execution or recordation of any further document or instrument as to any Public Lot. As used herein, the term "**Public Lot** " is any platted Lot that (i) has a home thereon for which a Certificate of Occupancy has been issued, and (ii) is sold to a third party for occupancy thereof. In addition, upon (i) completion of construction of the Irrigation Facilities and the acceptance thereof by the applicable governmental authorities (if required), and (ii) conveyance of all of the common areas within GRANTEE'S Property to the Association, the Association and not DiVosta or any Public Lot owner shall be solely responsible for performing all of GRANTEE's obligations hereunder.

11. Miscellaneous Provisions.

(a) **Time of the Essence.** Time is of the essence with respect to this Agreement.

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

AS TO GRANTOR: Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

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

AS TO GRANTEE: Avenir Site Plan 3-Pod 8 Neighborhood
Association, Inc.
1475 Centrepark Boulevard, Suite 305
West Palm Beach, FL 33401
Attention: David Kanarek, President

With a copy to: Cherry, Edgar & Smith, P.A.
8409 N. Military Trail, Suite 123
Palm Beach Gardens, FL 33410
Attention: Richard G. Cherry, Esq.

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

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

(d) **Amendment and Waiver.** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective

rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

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

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

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

(h) **Costs and Fees**. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternate dispute resolution, or appellate proceedings.

(i) **Successors and Assignment**. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the GRANTOR and GRANTEE, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

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

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

(l) **Execution of Documents.** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

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

(n) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.


(Execution Pages Follow)

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this Agreement as of the day and year first above written.


Signed, sealed and delivered
in the presence of:

DISTRICT / GRANTOR:

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


Print Name: Rosa Eckstein Scheuch
Address: 550 Biltmore Way Suite 110
Coral Gables, FL 33134

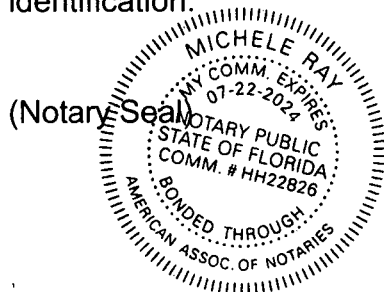
By: 
Name: Roberto Horwitz
Title: Vice Chairperson

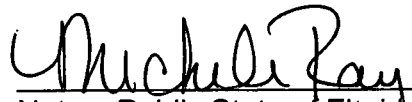

Print Name: Isabel Moreira
Address: 550 Biltmore Way
Coral Gables, FL 33134

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~

Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of April, 2024, by Roberto Horwitz, the Vice Chairperson of **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who ☒ is personally known to me or who ☐ has produced _____ as identification.




Notary Public State of Florida at Large
Name Printed: Michele Ray
My Commission Expires: _____
Commission No.: _____

Signed, sealed and delivered
in the presence of:

ASSOCIATION / GRANTEE:

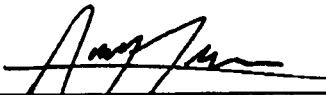
AVENIR SITE PLAN 3-POD 8
NEIGHBORHOOD ASSOCIATION, INC., a
Florida corporation not-for-profit



Print Name: Grace Thoenen
Address 1475 Centrepark Blvd
Suite 305, WPB, FL 33401

By: 

Print Name: CHRIS MOODY
Title: HOA PRESIDENT

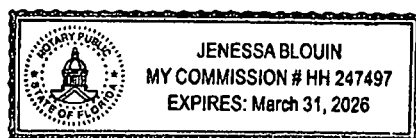


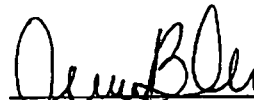
Print Name: Amy Fleischacker
Address 1475 Centrepark Blvd
West Palm Beach, FL 33401

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 4th day of April, 2024 by CHRIS MOODY, as PRESIDENT of **AVENIR SITE PLAN 3-POD 8 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not-for-profit corporation, who is ☒ personally known to me or has ☐ produced a _____ as identification.

(Notary Seal)





Notary Public State of Florida at Large
Name Printed: Jenessa Blouin
My Commission Expires: 3/31/26
Commission No.: HH 247497

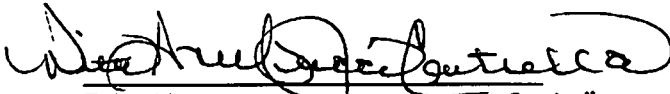
(Execution Pages Continue)

Signed, sealed and delivered in
The presence of:


DIVOSTA / GRANTEE

DIVOSTA HOMES, L.P., a Delaware limited
partnership

By: DiVosta Homes Holdings, LLC, a
Delaware limited liability company, its
general partner


Print Name: Rita Ann Lucci-Centrella
Address: 1475 CENTREPK BLVD
NPD, FL 33401

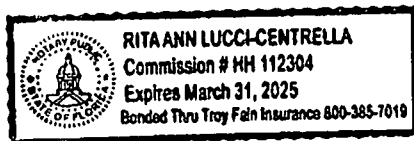
By: 
Andrew Maxey, Vice President of Land
Acquisition/Southeast Florida Division


Print Name: Alice Francis
Address: 1475 CENTREPK BLVD suite 140
West Palm Beach, FL 33401

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 14th day of April, 2024, by Andrew Maxey, as Vice
President of Land Acquisition/Southeast Florida Division of DiVosta Homes Holdings, LLC,
a Delaware limited liability company, the general partner of **DIVOSTA HOMES, L.P.**, a
Delaware limited partnership, who is ☒ personally known to me or has ☐ produced a
_____ as identification.

(Notary Seal)





Notary Public State of Florida at Large
Name Printed: Rita Ann Lucci-Centrella
My Commission Expires: 3-31-25
Commission No.: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Tract LM4 and Tract W4, AVENIR SITE PLAN 2 – POD 5, according to the plat thereof, as recorded in Plat Book 129, Page 1, of the Public Records of Palm Beach County, Florida.

Tract LM and Tract W of the Plat of AVENIR SITE PLAN 3 – POD 6, according to the plat thereof, as recoded in Plat Book 131, Page 130, of the Public Records of Palm Beach County, Florida.

Tract LM and Tract W of the Plat of AVENIR SITE PLAN 3 – POD 7, according to the plat thereof, as recorded in Plat Book 131, Page 139, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"
LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

All or portions of the Plat of AVENIR SITE PLAN 3 – POD 6, according to the Plat thereof, as recorded in Plat Book 131, Page 130, of the Public Records of Palm Beach County, Florida.

All or portions of the Plat of AVENIR SITE PLAN 3 – POD 7, according to the Plat thereof, as recorded in Plat Book 131, Page 139, of the Public Records of Palm Beach County, Florida.

All or portions of the Plat of AVENIR SITE PLAN 3 – POD 8, according to the Plat thereof, as recorded in Plat Book 131, Page 124, of the Public Records of Palm Beach County, Florida.

EXHIBIT "C"
LEGAL DESCRIPTION OF EASEMENT AREA

Lake Management Tract.

That portion of Tract LM4, AVENIR SITE PLAN 2 – POD 5, according to the Plat thereof, as recorded in Plat Book 129, Page 1, of the Public Records of Palm Beach County, Florida, which is adjacent to Tract O-6, AVENIR SITE PLAN 3 – POD 8, according to the Plat thereof, as recorded in Plat Book 131, Page 124, of the Public Records of Palm Beach County, Florida. (Pod 8) (Pump 8 as shown on attached Pump Location Map)

AND

That portion of Tract LM, AVENIR SITE PLAN 3 – POD 7, according to the Plat thereof, as recorded in Plat Book 131, Page 139, of the Public Records of Palm Beach County, Florida, which is adjacent to Tract PARK, AVENIR SITE PLAN 3 – POD 7, according to the Plat thereof, as recorded in Plat Book 131, Page 139, of the Public Records of Palm Beach County, Florida. (Pod 7) (Pump 7 as shown on attached Pump Location Map)

AND

That portion of Tract LM, AVENIR SITE PLAN 3 – POD 6, according to the Plat thereof, as recorded in Plat Book 131, Page 130, of the Public Records of Palm Beach County, Florida, which is adjacent to Tract PARK, AVENIR SITE PLAN 3 – POD 6, according to the Plat thereof, as recorded in Plat Book 131, Page 130, of the Public Records of Palm Beach County, Florida. (Pod 6) (Pump 6 as shown on attached Pump Location Map)

Lake Tract.

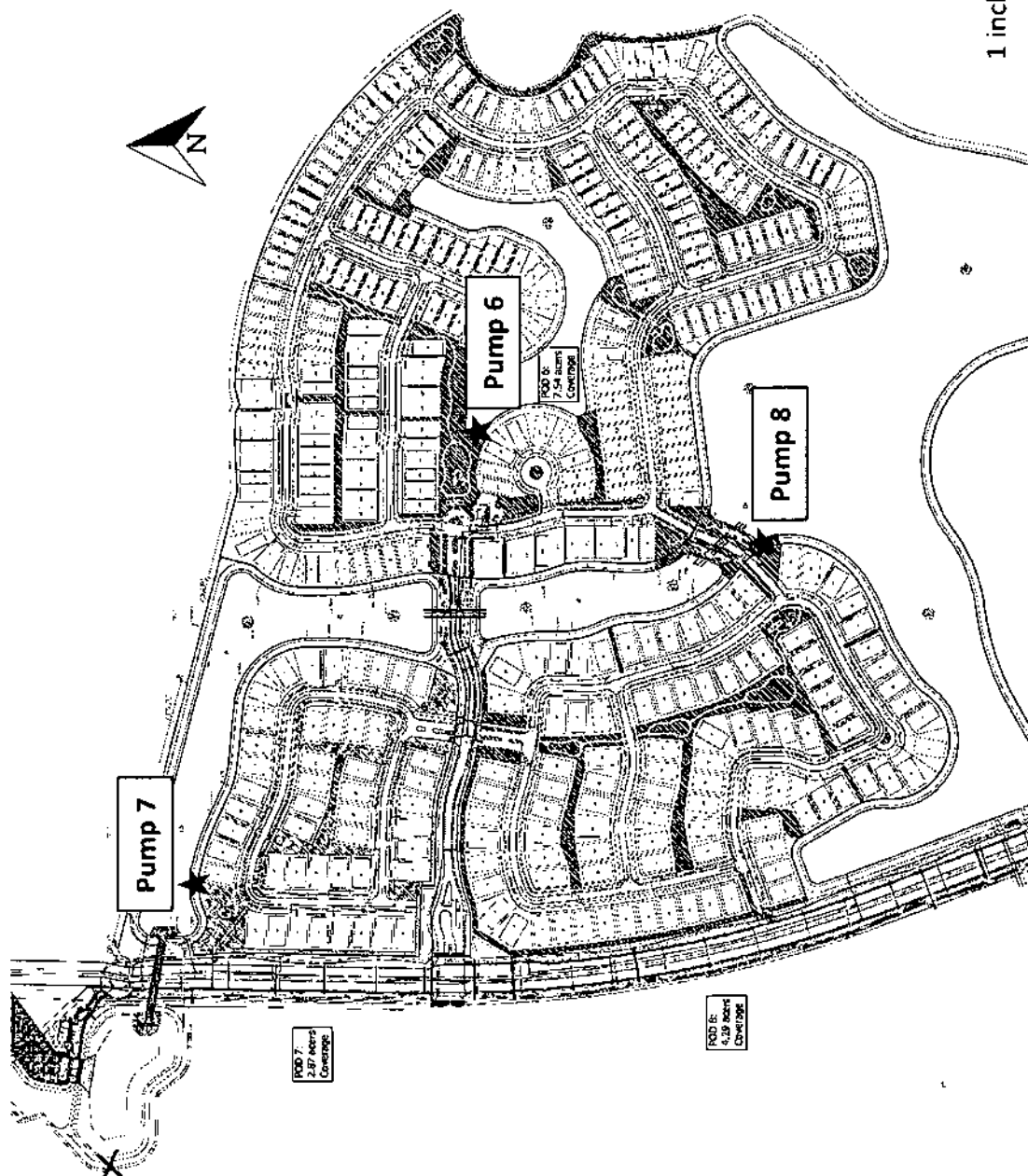
That portion of Tract W4, AVENIR SITE PLAN 2 – POD 5, according to the Plat thereof, as recorded in Plat Book 129, Page 1, of the Public Records of Palm Beach County, Florida, which is located within twenty-eight feet (28') of the eastern boundary Tract O-6, AVENIR SITE PLAN 3 – POD 8, according to the Plat thereof, as recorded in Plat Book 131, Page 124, of the Public Records of Palm Beach County, Florida. (Pod 5) (Pump 8)

AND

That portion of Tract W, Avenir Site Plan 3 – Pod 7, according to the Plat thereof, as recorded in Plat Book 131, Page 139, of the Public Records of Palm Beach County, Florida, which is located within twenty-eight feet (28") of the northeast corner of Tract PARK, AVENIR SITE PLAN 3, POD 7, according to the Plat thereof, as recorded in Plat Book 131, Page 139, Public Records of Palm Beach County, Florida (Pod 7) (Pump 7)

AND

That portion of Tract W, Avenir Site Plan 3 – Pod 6, according to the Plat thereof, as recorded in Plat Book 131, Page 130, of the Public Records of Palm Beach County, Florida, which is located within twenty-eight feet (28") of the eastern boundary of Tract PARK, AVENIR SITE PLAN 3, POD 6, according to the Plat thereof, as recorded in Plat Book 131, Page 130, Public Records of Palm Beach County, Florida (Pod 6) (Pump 6)



Instrument Prepared by and Return to:

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

Space Above this Line for Recording Data

LAKE INTERCONNECT EASEMENT

[AVENIR – PODS 6 & 7]

81 THIS LAKE INTERCONNECT EASEMENT (this “**Easement**”) is entered into as of the ____ day of April, 2024, (the “**Effective Date**”) by and between AVENIR SITE PLAN 3 - POD 8 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, whose address is 4400 PGA Boulevard, Suite 700, Palm Beach Gardens, FL 33410 (“**HOA**”) and AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) whose mailing address is c/o Special District Services, 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410. HOA and the District are hereinafter referred to collectively as the “**Parties**”, and each individually is a “**Party**”.

W I T N E S S E T H:

WHEREAS, HOA is the owner of or has been dedicated the real property located in Palm Beach County, Florida, the legal description of which is set forth in **Exhibit “A”** attached hereto (the “**Easement Premises**”);

WHEREAS, the District has ownership of, or maintenance responsibility with respect to, certain water management tracts legally described as follows:

Tract “W”, AVENIR SITE PLAN 3 – POD 6, according to the Plat thereof, recorded in Plat Book 131, Page 130, of the Public Records of Palm Beach County, Florida; and

Tract “W”, AVENIR SITE PLAN 3 – POD 7, according to the Plat thereof, recorded in Plat Book 131, Page 139, of the Public Records of Palm Beach County, Florida (collectively, the “**Lake Areas**”); and

WHEREAS, HOA desires to grant the District an easement over the Easement Premises for the placement of drainage pipes and related facilities to connect the Lake Areas.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into this Easement and made a part hereof.

2. **Grant of Easement.** HOA hereby grants to the District, its agents, employees and invitees, a perpetual easement over, under, across, and through the Easement Premises for the purposes of construction, installation, maintenance, operation, repair, and replacement of drainage pipes and related facilities and equipment (collectively, the "**Drainage Facilities**") to connect the Lake Areas.

3. **Term.** This Easement shall be perpetual unless earlier terminated by written instrument signed by each Party and recorded in the Public Records of Palm Beach County, Florida.

4. **Maintenance and Repair.** The District shall, at its sole cost and expense, maintain all of the Drainage Facilities located within the Easement Premises in good order and repair; provided, however, any damage caused to the Drainage Facilities by HOA shall be repaired by HOA, at its sole cost and expense. Except with respect to the Drainage Facilities, the Easement Premises shall be maintained by HOA, at its sole cost and expense, in a clean, well-kept condition; provided, however, any damage caused to the Easement Premises by the District shall be repaired by the District, at its sole cost and expense. All such maintenance and repair shall be performed in a good and workmanlike manner, in accordance with all applicable governmental laws and regulations, and in a manner so as to minimize disruption of use of the properties by their respective owners.

5. **Indemnification.** The District hereby agrees, to the extent allowed by law, to indemnify and hold HOA and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys' fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with, the District's use of this Easement. This provision shall survive the termination of this Easement.

6. **No Interference.** The District agrees to exercise the rights granted under this Easement in such a manner as to not interfere with HOA's use of the Easement Premises.

7. **Rights Reserved.** HOA hereby reserves all rights of ownership in and to the Easement Premises that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Premises and the right to use the Easement Premises for all uses not interfering with the uses permitted under this Easement.

8. **Parties Bound by this Easement.** This Easement shall be binding upon and shall inure to the benefit of HOA and the District, together with their respective successors and assigns, and shall be deemed perpetual covenants that run with the land.

9. **Amendment.** Any amendment of this Easement shall be binding only if evidenced in a written instrument signed by each Party and recorded in the Public Records.

10. **Enforcement.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appellate and mediation.

11. **Governing Law and Venue.** The terms of this Easement shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

12. **Notices.** Any notice provided for or concerning this instrument shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each Party as set forth at the beginning of this Easement or at any subsequent address for either of the Parties or their successors and assigns following notice of an address change.

13. **Counterparts.** This Easement may be executed in counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Easement may be detached from any counterpart without impairing the legal effect of any signatures thereon and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages.

14. **No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

15. **Sovereign Immunity.** Nothing herein shall be interpreted or construed as a waiver of the protections, immunities, or limitations of liability afforded the District pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

[Signature pages follow]

IN WITNESS WHEREOF, the HOA has signed and sealed this instrument as of the day and year set forth above.

Signed, sealed and delivered
in the presence of:

AVENIR SITE PLAN 3 - POD 8
NEIGHBORHOOD ASSOCIATION, INC.,
a Florida corporation not for profit

Witness sign: Chris Caslow
Print name: Chris Caslow
Print Address: 1475 Centrepark Blvd. West Palm Beach FL 33401

By: [Signature]
Name: CHRIS MOODY
Title: HOA PRESIDENT

Witness sign: [Signature]
Print name: Mary Anne Obaczynski
Print Address: 1475 Centrepark Blvd West Palm Beach FL 33401

STATE OF Florida

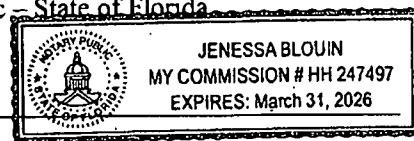
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of April, 2024, by CHRIS MOODY, the PRESIDENT of AVENIR SITE PLAN 3 - POD 8 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, who ☒ is personally known to me or who ☐ has produced _____ as identification.

[Signature]

Notary Public - State of Florida

Notary Seal:



IN WITNESS WHEREOF, the District has signed and sealed this instrument as of the day and year set forth above.

Signed, sealed and delivered
in the presence of:

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

Witness sign: [Signature]
Print name: Hilda [unclear]
Print Address: 550 Biltmore Way #1110
Coral Gables FL 33134

By: [Signature]
Name: Roberto Horwitz
Title: Vice Chairperson

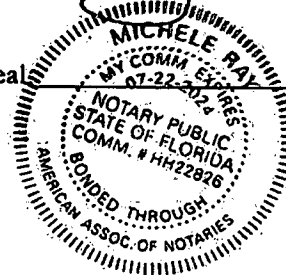
Witness sign: [Signature]
Print name: Isabel Moreira
Print Address: 550 Biltmore Way #1110
Coral Gables FL 33134

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of April, 2024, by Roberto Horwitz, as Vice Chairperson of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who ☒ is personally known to me or who ☐ has produced _____ as identification.

[Signature]
Notary Public – State of Florida

Notary Stamp/Seal



JOINDER AND CONSENT

DIVOSTA HOMES, L.P., a Delaware limited liability company, which is the owner of a portion of the Easement Premises defined above, does hereby join in and consent to the Lake Interconnect Easement from Avenir Site Plan 3 – Pod 8 Neighborhood Association, Inc. to Avenir Community Development District, to which this Joinder and Consent is attached.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent as of the 4th day of April, 2024.

Signed, sealed and delivered
in the presence of:

DIVOSTA HOMES, L.P., a Delaware limited
partnership

Witness sign: [Signature]
Print name: Rita Ann Lucci-Centrella
Print Address: 1475 CENTREMAN BLVD
WPC, FL 33401

By: [Signature]
Name: Andrew Maxey
Title: Vice President of Land Acquisition/
Southeast Florida Division

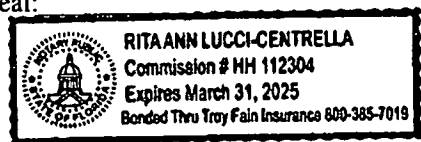
Witness sign: [Signature]
Print name: Alison Francisco
Print Address: 1475 CENTREMAN BLVD
WPC, FL 33401

STATE OF FLORIDA)
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of April, 2024, by Andrew Maxey, the Vice President of Land Acquisition/Southeast Florida Division of DIVOSTA HOMES, L.P., a Delaware limited partnership, who ☒ is personally known to me or who ☐ has produced _____ as identification.

[Signature]
Notary Public – State of Florida
Rita Ann Lucci-Centrella

Notary Seal:



JOINDER AND CONSENT

AVENIR DEVELOPMENT, LLC, a Florida limited liability company, which is the owner of a portion of the Easement Premises defined above, does hereby join in and consent to the Lake Interconnect Easement from Avenir Site Plan 3 – Pod 8 Neighborhood Association, Inc. to Avenir Community Development District, to which this Joinder and Consent is attached.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent as of the 8 day of April, 2024.

Signed, sealed and delivered
in the presence of:

AVENIR DEVELOPMENT, LLC, a Florida
limited liability company

Witness sign: [Signature]
Print name: Rosa Schechter
Print Address: 550 Biltmore Way #1110
Coral Gables, FL 33134

By: [Signature]
Name: Rosa Schechter
Title: Vice President

Witness sign: [Signature]
Print name: Isabel Moreira
Print Address: 550 Biltmore Way #1110
Coral Gables, FL 33134

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of April, 2024, by Rosa Schechter, the Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, who ☒ is personally known to me or who ☐ has produced _____ as identification.

[Signature]
Notary Public – State of Florida

Notary Seal: _____

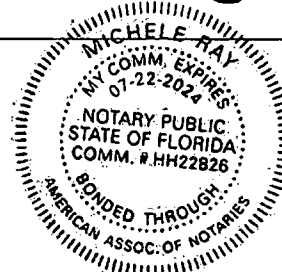


EXHIBIT "A"

Easement Premises

[See attached]

DESCRIPTION:

A PORTION OF TRACT R1, OF THE PLAT OF AVENIR SITE PLAN 3 - POD 6, AS RECORDED IN PLAT BOOK 131, PAGE 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT R1, AVENIR SITE PLAN 3 - POD 6, AS RECORDED IN PLAT BOOK 131, PAGE 130 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 19°18'13" EAST, A DISTANCE OF 101.04 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 41°25'29" WEST, A DISTANCE OF 86.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 27' 11", HAVING A RADIUS OF 260.00 FEET, HAVING AN ARC DISTANCE OF 24.75 FEET, AND WHOSE LONG CHORD BEARS NORTH 19° 46' 52" EAST FOR A DISTANCE OF 24.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02° 32' 34", HAVING A RADIUS OF 540.00 FEET, HAVING AN ARC DISTANCE OF 23.96 FEET; THENCE, SOUTH 41°25'29" EAST, A DISTANCE OF 92.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07° 47' 14", HAVING A RADIUS OF 340.00 FEET, HAVING AN ARC DISTANCE OF 46.21 FEET, AND WHOSE LONG CHORD BEARS SOUTH 25° 02' 16" WEST FOR A DISTANCE OF 46.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.087 ACRES, MORE OR LESS.

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

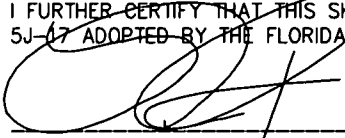
NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 29°24'47" WEST ALONG THE WEST LINE OF TRACT O-13, AVENIR SITE PLAN 3 - POD 6, AS RECORDED IN PLAT BOOK 131 PAGE 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 1, 2024.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.


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

SHEET 1 OF 2



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR SITE PLAN 3 - POD 6
CDD LAKE INTERCONNECT
SKETCH OF DESCRIPTION

DATE 04/01/2024

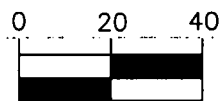
DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

TRACT W4

(PB 129, PG 1)

R=540.00'
Δ=2°32'34"
L=23.96'

R=260.00'
Δ=5°27'11"
L=24.75'
CD=24.74'

CB=N19°46'52"E

R=340.00'
Δ=7°47'14"
L=46.21'
CD=46.18'
CB=S25°02'16"W

POINT OF
BEGINNING

TRACT W4
(PB 129, PG 1)

POINT OF
COMMENCEMENT
SW CORNER
TRACT R1

LEGEND:

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

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.

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

**AVENIR SITE PLAN 3 - POD 6
CDD LAKE INTERCONNECT
SKETCH OF DESCRIPTION**

DATE 04/01/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

DESCRIPTION:

ALL OF TRACT 0-7, OF THE PLAT OF AVENIR SITE PLAN 3 - POD 7, AS RECORDED IN PLAT BOOK 131, PAGE 139, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 0.790 ACRES, MORE OR LESS:

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

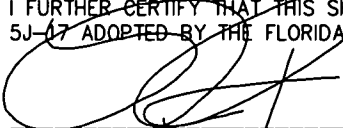
NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 75°19'58" WEST ALONG THE NORTH LINE OF TRACT 0-7, AVENIR SITE PLAN 3 - POD 7, AS RECORDED IN PLAT BOOK 131 PAGE 139, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 1, 2024.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.


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

SHEET 1 OF 3



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 SITE PLAN 3 - POD
TRACT 0-7
SKETCH OF DESCRIPTION**

DATE 04/01/2024

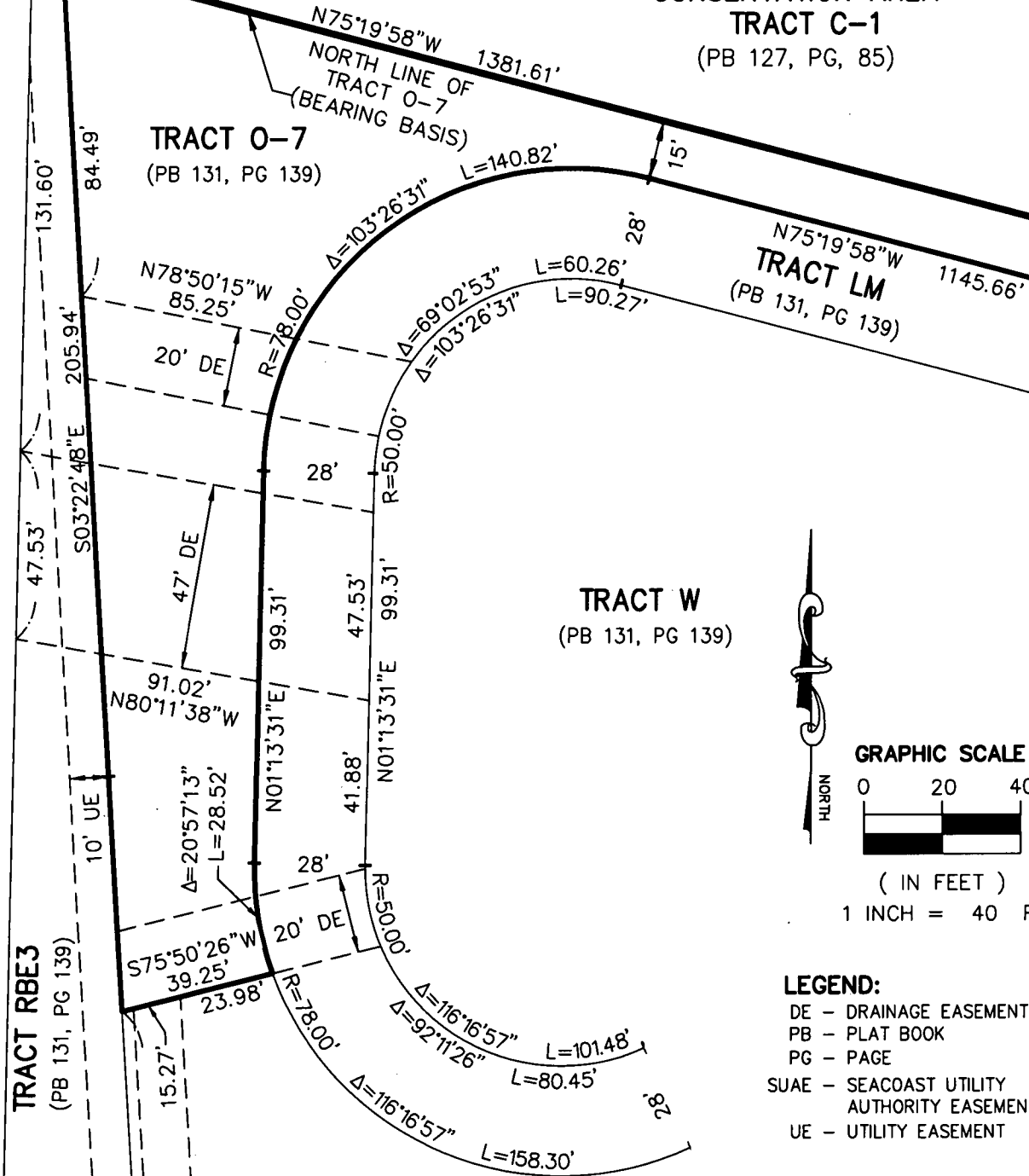
DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

AVENIR
CONSERVATION AREA
TRACT C-1
(PB 127, PG, 85)



SHEET 2 OF 3



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 SITE PLAN 3 - POD 7
 TRACT O-7
 SKETCH OF DESCRIPTION

DATE 04/01/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**AVENIR
CONSERVATION AREA
TRACT C-1**
(PB 127, PG, 85)

NORTH LINE OF
PARCEL A-2
AVENIR
(PB 127, PG, 85)

SEE SHEET 2

15'
N75°19'58"W 1381.61'
28'
N75°19'58"W 1145.66'
TRACT LM
(PB 131, PG 139)
N75°19'58"W 1145.66'

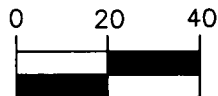
15'
28'
R=78.00'
Δ=90°00'00"
L=103.71'
Δ=118°35'05.4"
R=50.00'
L=122.52'
S14°40'02"W 93.00'
TRACT O-7
(PB 131, PG 139)
11

TRACT W
(PB 131, PG 139)

SITE PLAN 3 POD - 6
(PB 131, PG 130)



GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.

LEGEND:

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

SHEET 3 OF 3



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 SITE PLAN 3 - POD 7
TRACT O-7
SKETCH OF DESCRIPTION**

DATE	04/01/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

DESCRIPTION:

A PORTION OF TRACT R1, AND TRACT O-15 OF THE PLAT OF AVENIR SITE PLAN 3 - POD 8, AS RECORDED IN PLAT BOOK 131, PAGE 124, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT O-15, AVENIR SITE PLAN 3 - POD 8, AS RECORDED IN PLAT BOOK 131, PAGE 124 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 58°40'32" WEST, A DISTANCE OF 111.35 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 89°58'04" WEST, A DISTANCE OF 42.33 FEET; THENCE, NORTH 00°01'56" EAST, A DISTANCE OF 91.00 FEET; THENCE, SOUTH 89°58'04" EAST, A DISTANCE OF 42.33 FEET; THENCE, SOUTH 00°01'56" WEST, A DISTANCE OF 91.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.088 ACRES, MORE OR LESS.


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

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 89°58'04" WEST ALONG THE SOUTH LINE OF TRACT O-15, AVENIR SITE PLAN 3 - POD 8, AS RECORDED IN PLAT BOOK 131 PAGE 124, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 1, 2024.
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.


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

SHEET 1 OF 2

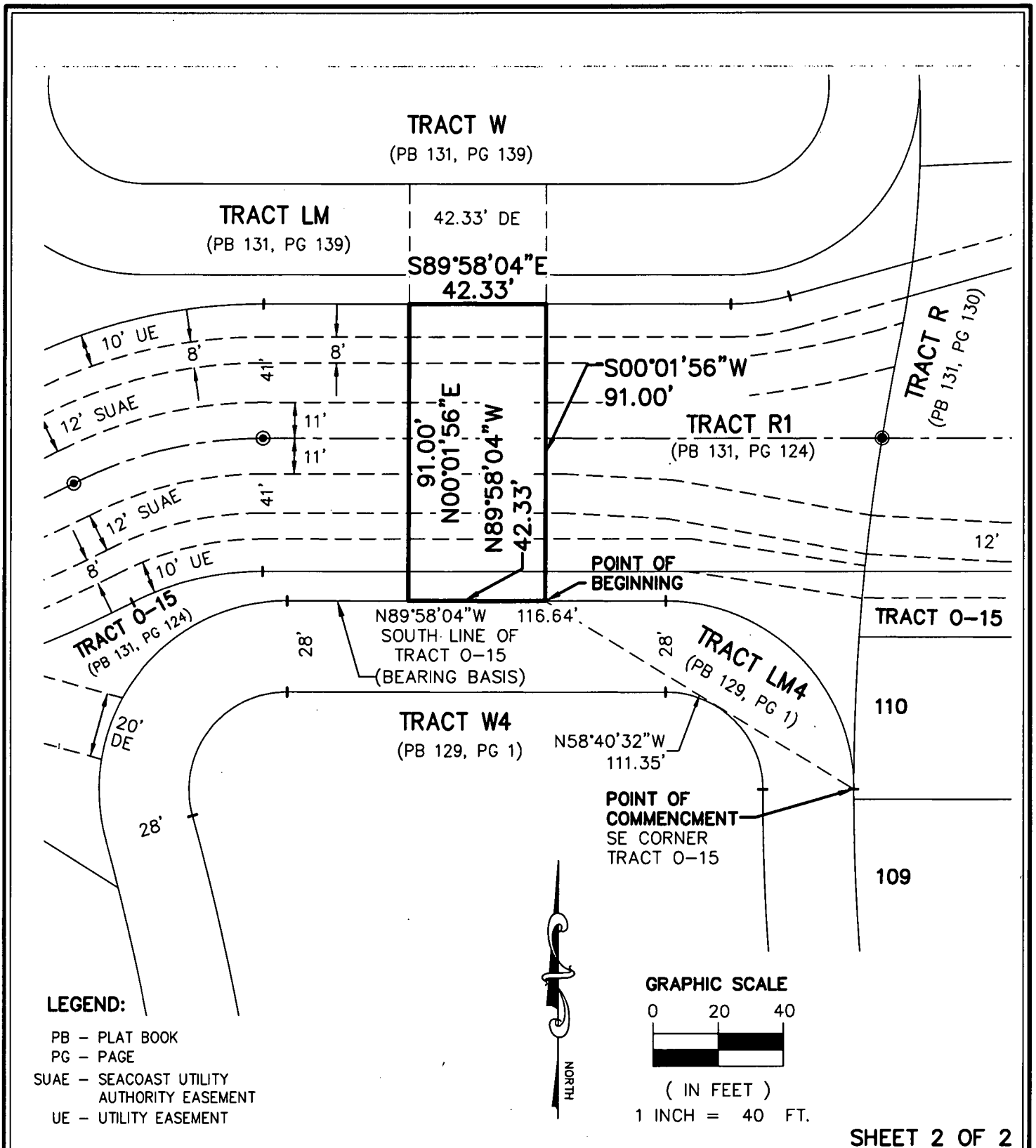


CAULFIELD & WHEELER, INC.

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

**AVENIR SITE PLAN 3 - POD 8
CDD LAKE INTERCONNECT
SKETCH OF DESCRIPTION**

DATE	04/01/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
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7900 GLADES ROAD - SUITE 100
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PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR SITE PLAN 3 - POD 8
CDD LAKE INTERCONNECT
SKETCH OF DESCRIPTION**

DATE 04/01/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



*Monthly Managers Report
April 11, 2024*

Date of Report: 4/3/2024

Submitted by: Richard Salvatore

○ **Completed Tasks**

- Definitive Electronics has finalized the permits and passed the final inspection for the after-hours gym project.
 - The gym will now have extended hours beginning at 5AM and closing at 12 AM, via the new entry point.

○ **Ongoing Tasks**

- 2024 Handbook Revisions are underway, to be finalized and proposed soon.
- Contracting/Scheduling of the gate install for the tennis access control project is underway.
- The splash pad touch-to-activate sensor has failed. The part has been ordered and will arrive the weekend of 4/6.
 - The splash pad is still operable in during this breakdown, as the pad can be turned on and kept on manually.

○ **Future Items**

- Working with Cintas to have "Avenir" Emblemized entry rugs are designed, proofs to be provided and brought for approval once received
- Options to transition to electronic waivers/registrations (similar to a Dr's office) are being explored to lower office supply cost.
- Proposals for re-mulching of the clubhouse grounds have been requested. Prices and comparisons to be provided at the next board meeting.
- Tree trimming proposals have been requested. Prices and comparisons to be provided at the next board meeting.

○ **Proposals for consideration**

- Three (3) Proposals for the electrical upgrade work necessary for the pool gate/tennis access control project:
 - Mister Sparky: \$15,025 (Recommend)
 - APS: \$14,538.50
 - PIE Superior: \$21,520



Mister Sparky Electric
888-8-Sparky
State Lic# EC13008384

Estimate 609840638
Estimate Date 3/12/2024

Billing Address
Jorge Rodriguez
12255 Avenir Drive
Palm Beach Gardens, FL 33412 USA

Job Address
Jorge Rodriguez
12255 Avenir Drive
Palm Beach Gardens, FL 33412 USA

Task #	Description	Quantity	Your Price	Total
UGT-1520U	Trench per 5' to include backfill, conduit and wire over 50'	50.00	\$206.00	\$10,300.00
BKR-120G	Single Pole 20A GFCI Plug-in Brk	1.00	\$301.00	\$301.00
	Ground Fault Circuit Interrupter breakers are required any place in the home that water may be present. These breakers help prevent electrical shock.			
GFI-2	Replacing an outdoor outlet with a required GFCI with Bubble cover.	3.00	\$301.00	\$903.00
PRM-L3	<ul style="list-style-type: none"> This permit fee covers the hard costs of applying for the permit in your area. The administrative costs of creating documents, creating schematics/drawings(not including drawings requiring a third party engineer stamp) , tracking and filing permits. Mister Sparky will handle the coordination of inspections on a day of your choosing, but it is the homeowners express responsibility to ensure the inspector has access to the interior of the property (this sometimes requires additional time off of work). Homeowners failure to allow inspector into home can result in loss of power and additional fees. Non-refundable 	1.00	\$757.00	\$757.00
GFI-2	Replacing an outdoor outlet with a required GFCI with Bubble cover.	2.00	\$301.00	\$602.00
REC-140	New Outlet 15/20A 120/240V Circuit - Max 30Ft.	2.00	\$968.00	\$1,936.00
LTO-32	WP fixture boxInstall/replace New WP box for Flood fixture	2.00	\$113.00	\$226.00
Potential Savings \$1,464.65 - \$1,464.65		Sub-Total	\$15,025.00	
		Tax	\$0.00	
		Total Due	\$15,025.00	
		Deposit/Downpayment	\$0.00	

Hello, this is your estimate

Location: 12255 Avenir Dr, Palm Beach Gardens, FL, 33412

JOB ID
57822823

Estimate to run electrical for seven gates....

Your Price
\$14,538.50

Accept Estimate

Summary

Two gates have the receptacle closed by so we can just pipe to the 8x8 box that we put on, five other gates, they will dig and we run the pipes and pull the wires, seven gfci, 200 ft number 12, black, white and green, and 500 ft number 10, black, white and green, install a new receptacle gfci at the service outside



PI Electric, Inc dba PIE Superior Service

1173 Old Dixie Hwy, Suite B
LAKE PARK, FL 33403

ESTIMATE	#4192
ESTIMATE DATE	Jan 26, 2024
SERVICE DATE	Jan 18, 2024
TOTAL	\$21,520.00

AVENIR PBG
AVENIE PBG
12255 Avenir Dr
Palm Beach Gardens, FL 33412

CONTACT US

(561) 840-1776
office@pielectric.com

(561) 310-5527
JORODRIGUEZ@vestapropertyservices.com

ESTIMATE

Services

ELECTRICAL FOR CLUB HOUSE AREA GATES

1. WEST SIDE OF CLUB HOUSE BY GATE - COME FROM EXISTING RECEPTACLE. FURNISH AND INSTALL (1) 8X8X6 JUNCTION BOX WITH 120-VOLT OUTLET INSIDE.
2. EAST SIDE OF CLUB HOUSE BY GATE - COME OUT OF RECEPTACLE IN BATHROOM THROUGH WALL TO GATE. FURNISH AND INSTALL (1) 8X8X4 JUNCTION BOX WITH 120-VOLT OUTLET INSIDE.
3. EAST SIDE OF POOL, (2) GATES - FURNISH & INSTALL UPTO 600' CONDUIT AND WIRING UNDERGROUND TO LOCATION OF DOCK AND TIE INTO EXISTING OUTLET. FURNISH AND INSTALL (1) 8X8X4 JUNCTION BOX WITH 120-VOLT OUTLET INSIDE.
4. TENNIS COURTS AND PICKLEBALL COURTS - JACK AND BORE CONDUIT AND WIRING UNDERGROUND TO GATE GOING INTO PICKLEBALL COURTS AND TO GATE GOING TO BE INSTALLED AT TENNIS COURTS. POWER TO COME FROM DOCK. FURNISH AND INSTALL (1) 8X8X4 PVC JUNCTION BOX WITH 120-VOLT OUTLET INSIDE.

NOTE: POSSIBLE OPTION IS TURN PANEL TO CONSTANT POWER BY TENNIS COURTS AND INSTALL TIME CLOCK TO CONTROL LIGHTS IN AREA FOR AN ADDITIONAL FEE. EXISTING PANEL IS CONTROLLED BY A TIME CLOCK.

CLARIFICATIONS:

- ***Proposals for consideration***

- Two (2) Proposals gutter installs along the front of the building and pavilion on the pool deck.
 - Titan Gutters and Drainage: \$10,408.00. (Recommend)
 - **Cheaper option because they will use aluminum gutters and color match.**
 - Arazoza Brothers: \$23,058.00
 - **More expensive option because they will use copper to match what is already existing on parts of the building.**




**Prepared For**

Jorge Rodriguez
 12255 Avenir Drive
 Palm Beach Gardens, Florida 33412
 (561) 310-5527

Titan Gutters And Drainage, LLC

4480 Okeechobee Road
 Fort Pierce, FL 34947
 Phone: (772) 444-2203
 Email: sales@titangutter.com

Estimate # 3601
 Date 03/01/2024
 Business / Tax # 86-2787577

Description	Total
7 inch Seamless Gutter	\$5,616.00
Installed with hidden hangers and wedges Color Musket Brown	
4 inch round downspouts	\$3,042.00
Musket Brown	
	
Gravity Drain	\$1,750.00
4 inch schedule 35 terminating into a 9 inch basin	

Subtotal	\$10,408.00
Total	\$10,408.00



4362 Northlake blvd, #102, PBG FL, 33410 | Phone: 561-905-0403

Quote for Services

Scope of Work

Rain Gutter Installation - Approximately 350 lf of 6" half round aluminum gutter with 9 downspouts for the clubhouse and another @ 70 lf of 6" half round COPPER for the gazebo with 4 downspouts

Date: February 26, 2024

To: Avenir - Vesta Property Services
Clubhouse and Gazebo

Project: Gutter installation as listed above

Key	Description	Spec	Qty	Unit Cost	Total Cost
Installation	Rain Gutters and downspouts	lump	1	\$ 23,058.00	\$ 23,058.00

Total: 23,058.00

Joe Forgony - Branch Manager - Arazoza Brothers
(print name & title)

02/26/24
Date

Approved by (signature)

Date

(print name & title)

Date

- **Proposals for consideration**

- Two (2) Proposals for work to repair, upgrade, and replace dead/dying landscape material in the lakeside playgrounds, as well as repair/adjust irrigation systems to better support landscaping.
 - Arazoza Brothers: \$7,930 for replacement and upgrading of plant material
 - Arazoza Brothers: \$1,040 for replacement and adjustment of nozzles, and adjustment of irrigation location, heights, etc. (Recommend approval of both)



4362 Northlake blvd, #102, PBG FL, 33410 | Phone: 561-905-0403

Quote for Services

Scope of Work

As described below, list of plants/trees for replacement of failed items in and around Pool/Tot Lot and Outside fenced area (parking).

Date: January 18, 2024

To: Avenir - Vesta Property Services
Pool/Tot Lot/Outside fence area

Project: Tot Lot - as listed below

Key	Description	Spec	Qty	Unit Cost	Total Cost
Notes	Job Site prep, Removal and disposal of unwanted materials	Lump Sum	1	\$ 350.00	\$ 350.00
Install	# 3 Trinetta	Each	340	\$ 16.00	\$ 5,440.00
Install	# 1 Foxtail Fern	Each	100	\$ 8.50	\$ 850.00
Install	# 1 Liriope, Green	Each	60	\$ 8.50	\$ 510.00
Irrigation	Allowance for modifications as necessary to ensure proper coverage of new materials - credit returned for any unused portion of this	Lump Sum	1	\$ 500.00	\$ 500.00
Mulch	Brown Mulch	CY	4	\$ 70.00	\$ 280.00

Total: 7,930.00

Joe Forgony - Branch Manager - Arazoza Brothers
 (print name & title)

01/18/24
 Date

Approved by (signature)

Date

(print name & title)

Date



Replace Liriope with new (60)



Remove Alamanda/Liriope replace with Trinette - 390 total in Tot L



Fill in Foxtail Fern as needed



Remove Alamanda/Liriope replace with Trinette - 390 total in Tot L



Fill in Foxtail Fern as needed



4362 Northlake blvd, #102, PBG FL, 33410 | Phone: 561-905-0403

Quote for Services

Scope of Work

Irrigation review of the immediate area by the Playground

Date: February 26, 2024

To: Avenir - Vesta Property Services
Playground Area Irrigation Review

Project: Irrigation Review

Key	Description	Spec	Qty	Unit Cost	Total Cost
Inspection	Zones in and around immediate area of Playground	Free of Charge	1	\$ -	\$ -
Zone 1	REPLACE nozzles	Each	4	\$ 5.00	\$ 20.00
Zone 4	RAISE - 25 heads for proper coverage	Each	25	\$ 12.00	\$ 300.00
Zone 8	RAISE - 15 heads for proper coverage	Each	60	\$ 12.00	\$ 720.00

Total: 1,040.00

Joe Forgony - Branch Manager - Arazoza Brothers
(print name & title)

02/26/24
Date

Approved by (signature)

Date

(print name & title)

Date

Lifestyle Directors Report

Date of Report: 4/03/2024

Submitted by: Patrice Chiaramonte

Completed Events:

Saturday March 2nd, 2024- Seafood Festival

The Seafood Festival featured a variety of vendors including: 681 Seafood, Lox Co-Opt, Acai Bowls, and live Jazz Music! The Patrons loved the idea of a “ festival” being right in their backyard!



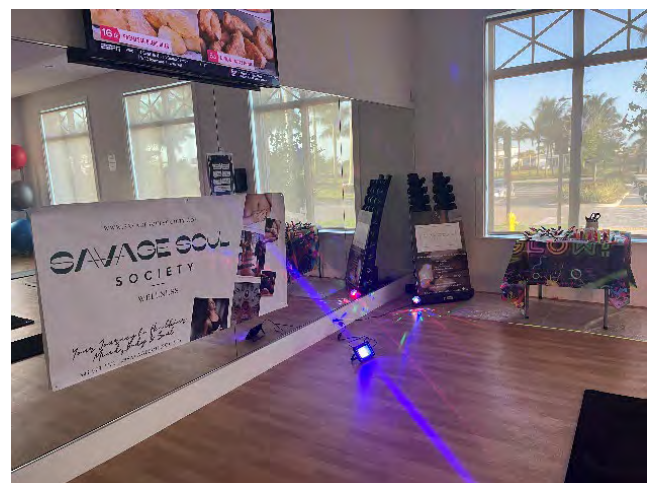
Friday March 8th, 2024- Women’s Event

This event was for the ladies of Avenir! They enjoyed a wine exchange, permanent jewelry vendor, bag vendor, and clothes vendor! As well as a seminar on hair tutorials! This event was so successful, the ladies loved it!



Friday March 15th, 2024- Glow & Flow Yoga

This yoga class was an extremely fun experience! Patrons of all ages, painted themselves in glow-in-the-dark paint, and enjoyed a fun flow class!



Sunday March 17th, 2024- Shamrockin' Pool Party

This was a St. Patty's Day to rememeber! Everyone enjoyed music, corned beef sandwichs, and a cash bar! The pool had so many residents ready to party, everyone sham-rocked it!



Saturday March 23rd, 2024- Hoppin' Into Spring

The Hoppin' Into Spring Event was a magical day for the kiddos of Avenir! They enjoyed an egg hunt, food truck, bounce house, face painter, stuffy craft, and the Big BUNNY!



Field Operations Manager Report

Date Submitted: 4/4/24

Submitted by: Jorge Rodriguez

Completed Tasks

- All amenity sidewalks and surbs 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.
- The repainting of the aerobics room was completed on February 27th.

Weekly Projects

- All garbage cans outside the clubhouse, within tennis and pickleball courts, and down Avenir drive and Northlake Blvd 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

- 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.