



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
MAY 23, 2024
12:30 P.M.**

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

www.aveniredd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
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AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, Florida 33410
REGULAR BOARD MEETING
May 23, 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. April 10, 2024, Regular Board Meeting
- G. Old Business
- H. New Business
 - 1. Consider Resolution 2024-08 – Approving the Process for Requesting Temporary Access over District Property for Landowner Improvements
 - 2. Consider Landscape Maintenance Contract Award (Common Area and Clubhouse)
 - 3. Consider Resolution 2024-09 – Adopting a Fiscal Year 2024/2025 Proposed Budget
 - 4. Consider Northlake Blvd Parkway Buffer (Town Center) Landscape And Irrigation Contract Award
- I. Change Orders
 - 1. Consider Approval of Northlake Boulevard Phase 1 – J.W. Cheatham, LLC CO 5 (\$328,898.00)
 - 2. Consider Approval of Northlake Boulevard Phase 2 – J.W. Cheatham, LLC CO 7 (\$1,344,517.09)
- J. Consent Agenda
 - 1. Consider Ratification of Ballbe Proposal for Control Structure and Outfall Canal
 - 2. Consider Ratification of Caulfied Wheeler Agreement (Coconut Ext SUA & SFWM)
 - 3. Consider Ratification of Caulfied Wheeler Agreement (Divosta Final Closing-Lake Interconnect Dedication)
 - 4. Consider Ratification of Caulfied Wheeler Agreement (Town Center Utility Easement)
 - 5. Consider Ratification of FPL Underground Agreement
 - 6. Consider Ratification of HSQ Supplemental Agreement 16
 - 7. Consider Ratification of HSQ Supplemental Agreement 17
 - 8. Consider Ratification of Natural Gas Agreement (Avenir E Entrance)
 - 9. Consider Ratification of Natural Gas Agreement (Avenir W Entrance)
 - 10. Consider Ratification of Caulfield – Pod 11 Phase 1 & 2 SUA Easements
 - 11. Consider Ratification of Caulfield – Spine 3 SUA Easements
- K. Clubhouse
 - 1. Clubhouse Management Update
- L. Administrative Matters
 - 1. Announce Qualifying Period
- M. Board Member Comments
- N. Adjourn

PALM BEACH

STATE OF FLORIDA
COUNTY OF PALM BEACH:

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

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

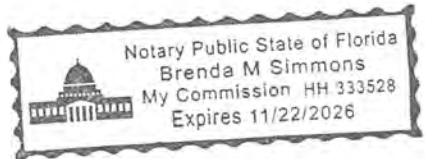
in the XXXX Court, was published in a newspaper by print in the issues of Palm Beach Daily Business Review f/k/a Palm Beach Review on

10/13/2023

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

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

Brenda M Simmons
(SEAL)
ANGELINA GARAY personally known to me



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

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

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

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

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

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

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

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

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenircdd.org
10/13 23-02/0000688548P

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
APRIL 10, 2024**

A. CALL TO ORDER

The April 10, 2024, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:30 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in the *Palm Beach Post* on March 29, 2024, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero, Vice Chairman Roberto Horowitz and Supervisors Daniel Lopez and Rosa Schechter (via phone) 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. (via phone); District Engineer Carlos Ballbe of Ballbe & Associates (via phone); Developer Rep. Tanya McConnell; and Clubhouse Reps Rick Salvatore and Patrice Chiaramonte.

Also present were Andrew Karmeris of Special District Services, Inc.; Craig Kaye of Regions Bank (via phone); and Steve Sanford of Greenberg Traurig (via phone).

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

F. APPROVAL OF MINUTES

1. February 29, 2024, Special Board Meeting

The minutes of the February 29, 2024, Special Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the minutes of the February 29, 2024, Special Board Meeting, as presented.

Mr. Pierman then recessed the Regular Board Meeting and opened the Public Hearing on the A Bonds.

G. PUBLIC HEARING (A BONDS)

1. Proof of Publication

Proof of publication was presented which indicated that notice of the Public Hearing had been published in the *Palm Beach Post* on March 20, 2024, and March 27, 2024, as legally required.

2. Receive Public Comment Regarding the Intent to Levy Special Assessments

There was no public comment regarding the Intent to Levy Special Assessments.

3. Consider Project and Levying of Non-Ad Valorem Special Assessments Based on Comments from the Public

Mr. Ballbe provided an overview of the project, noting that the A-18 project area consisted of single-family, 80-foot lots, water and sewer, drainage, an entry feature, landscaping and irrigation. He further noted that there would be both taxable and non-taxable bonds.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the project and levying of non-ad valorem special assessments based on comments from the public, as presented.

4. Consider Resolution No. 2024-05 – Levying Assessments (A-18) (A Bonds)

Resolution No. 2024-05 was presented, entitled:

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.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2024-05, as presented.
Mr. Pierman then closed the Public Hearing on the A Bonds and opened the Public Hearing on the B Bonds.

H. PUBLIC HEARING (B BONDS)
1. Proof of Publication

Proof of publication was presented which indicated that notice of the Public Hearing had been published in the *Palm Beach Post* on March 20, 2024, and March 27, 2024, as legally required.

2. Receive Public Comment Regarding the Intent to Levy Special Assessments

There was no public comment regarding the intent to levy special assessments.

3. Consider Project and Levying of Non-Ad Valorem Special Assessments Based on Comments from the Public

Mr. Ballbe explained that the B Bond had the same description as the A Bond, previously discussed.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the project and levying of non-ad valorem special assessments based on comments from the public.

4. Consider Resolution No. 2024-06 – Levying Assessments (A-18) (B Bonds)

Resolution No. 2024-06 was presented, entitled:

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.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2024-06, as presented.

Mr. Pierman then closed the Public Hearing on the B Bonds and reconvened the Regular Board Meeting.

I. OLD BUSINESS

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

J. NEW BUSINESS

1. Consider Resolution No. 2024-07 – Authorizing Resolution

Resolution No. 2024-07 was presented, entitled:

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.

Mr. Sanford presented Resolution 2024-07, noting that it authorizes both A and B Bonds. The A Bonds are being underwritten by FMS for an amount not to exceed \$5,000,000; and the B Bonds are being privately placed for an amount not to exceed \$12,000,000. Mr. Sanford further explained the exhibits attached to the resolution, which are in substantially final form.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2024-07, in substantially final form.

2. Consider Preliminary First Supplemental Special Assessment Methodology Report – Special Assessment Bonds Series 2024 A and Series 2024B for Assessment Area Two – Parce A-18 Project

Mr. Karmeris presented the First Supplemental Special Assessment Methodology Report, noting that the projected total improvement cost was \$13,850,050. He further highlighted the maximum debt and per unit costs.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Preliminary First Supplemental Special Assessment Methodology Report – Parcel A-18 Project, as presented.

3. Consider Ancillary Bond Documents

Mr. Pawelczyk presented the ancillary bond documents, explaining that the Assignment & Assumption Agreement (Parcel A-18 Project) Form was a form document for assignment of infrastructure contracts already entered into by Kenco; the Assignment and Acquisition Agreement (Parcel A-18 Project) states that the District will accept and pay for completed improvements; the Completion Agreement (Parcel A-18 Project) states that Kenco agrees to pay for anything not funded by the bonds; the Collateral Assignment and Assumption of Development Rights states that, in the event of a default, the District can complete the project; the Declaration of Consent to Jurisdiction is signed by Kenco; the Lien of Record Form will be used for one or both the A and B Bonds, depending on what is needed for the public record; and True-Up Agreements for Series 2024A and Series 2024B were requested to be separate documents by Preston Hollow, and state that a true-up payment is required if fewer units are developed.

A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz and passed unanimously approving the ancillary bond documents, in substantially final form.

4. Consider Waiver Request from PHCC

Mr. Sanford explained that Parcel A-18 already had debt: A Debt is being paid off, but B Debt is still owned by Preston Hollow. Because of this, consent from Preston Hollow is needed to issue additional debt. Payments are to be allocated between A and B Debt, but later stop so only A Debt is being paid. Mr. Sanford noted that another request would be made for Parcel A-11.

A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz and unanimously passed approving the Waiver Request from PHCC, and authorizing an additional letter for Parcel A-11.

5. Consider Agreement for Underwriter Services (FMS) (Parcel A-18 A Bonds – Limited Offering)

Mr. Pierman explained that the FMS agreement for A-18 A Bonds authorizes FMS to act as underwriter.

6. Consider Agreement for Underwriter Services (FMS) (Parcel A-18 B Bonds – Limited Offering)

Mr. Pierman explained that the FMS agreement for A-18 B Bonds authorizes FMS to act as placement agent.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving both agreements with FMS.

7. Consider ILA with County (Coconut Boulevard Mast Arm)

Ms. McConnell explained that the County agreed to let the District out of the maintenance agreement. This agreement stipulates that the District will construct the improvement for \$1,185,224.40, which gets the District away from maintaining the signal.

A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz and unanimously passed approving the agreement in substantially final form, and authorizing the Chair to assist with negotiations.

8. Consider Grade Crossing Maintenance Agreement (CSXT)

Ms. McConnell presented the agreement with CSX, noting that it was subject to final comments. The agreement calls for a \$5,000 annual payment, plus maintenance costs.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Grade Crossing Maintenance Agreement, subject to final comments.

9. Consider Reimbursement Agreement for Verizon Relocates

Ms. McConnell explained that the District requires Verizon to relocate their lines for a cost of \$420,540.58. Mr. Pawelczyk noted that the District needs Verizon's COI.

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

10. Consider Northlake Boulevard Interim Driveway Connection Road Infrastructure Contract (H&J)

Mr. Ballbe presented the Northlake Boulevard Interim Driveway Connection Road Infrastructure Contract with H&J, noting that it was to temporarily connect Panther National to Northlake at cost of \$220,324.00.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Northlake Boulevard Interim Driveway Connection Road Infrastructure Contract with H&J, as presented.

K. CHANGE ORDERS

Mr. Pierman noted that the Board could approve all change order as one motion.

1. Consider Ratification of Change Order No. 6 – JW Cheatham (\$77,982.65)

Ms. McConnell explained that Change Order No. 6 was for the eastern Phase 2 project, for additional asphalt work and striping, and underground utilities, in the amount of \$77,982.65.

2. Consider Ratification of JW Cheatham NL Ph 1 CO 2 (\$20,762.00)

Ms. McConnell explained that Change Order No. 2 was for irrigation repairs in the amount of \$20,762.00.

3. Consider Ratification of JW Cheatham NL Ph1 CO 3 (\$8,288.00)

Ms. McConnell explained that Change Order No. 3 was for a new fire hydrant in the amount of \$8,288.00.

4. Consider Ratification of JW Cheatham NL Ph 1 CO 4 (\$45,145.00)

Ms. McConnell explained that Change Order No. 4 was for temporary lighting at the Town Center in the amount of \$45,145.00.

5. Consider Centerline Phase Spine Road Phase 4 – CO 9 (\$594,294.32)

Mr. Ballbe explained that Change Order No. 9 was for asphalt escalation and entrance revisions in the amount of \$594,294.32.

6. Consider Spine Road 5 – SPF Contract – CO 1 (\$297,331.05)

Mr. Ballbe explained that Change Order No. 1 was for conduit, trenching, box removal, transformer tie in and trenching to the switch cabinet in the amount of \$297,331.05.

7. Consider Spine Road 5 – SPF Contract CO 2 (\$9,511.38)

Mr. Ballbe explained that Change Order No. 2 was to lower fever cable and traffic signal work in the amount of \$9,511.38.

8. Consider Spine Road Phase 5 – Arazoza Contract CO 2 (\$132,782.50)

Mr. Ballbe explained that Change Order No. 2 was for landscape plan revisions in the amount of \$132,782.50.

9. Consider Spine Road Phase 5 – Arazoza Contract CO 3 (\$1,256,695.41)

Mr. Ballbe explained that Change Order No. 5 was for irrigation final plans that were not finalized at the time of the contract in the amount of \$1,256,695.41.

10. Consider Spine Road Phase 6 – Arazoza CO 1 (\$478,421.52)

Mr. Ballbe explained that Change Order No. 6 goes along with Change Order No. 5 for irrigation work in the amount of \$478,421.52.

11. Consider Phase Two Earthwork Contract – H&J CO 18 (\$77,012.60)

Mr. Ballbe explained that Change Order No. 18 was for earthwork west of Coconut Boulevard and lake bank remediation in Pod 10 in the amount of \$77,012.60.

12. Consider Phase Two Earthwork Contract – H&J CO 19 (\$77,833.00)

Mr. Ballbe explained that Change Order No. 19 was for erosion control and cart path repairs in the amount of \$77,833.00.

A **motion** was made by Ms. Cepero, seconded by Mr. Horowitz and unanimously passed approving the Change Orders, as presented.

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**

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving Consent Agenda items 1 through 9, as presented.

M. CLUBHOUSE

1. **Clubhouse Management Update**

Mr. Salvatore advised that the gym access project had been completed and that the gym was now open from 5:00 a.m. until midnight. He also explained that there was additional electrical work needed for the tennis court access project and presented proposals for the work.

A **motion** was made by Mr. Horowitz, seconded by Mr. Lopez and unanimously passed accepting the proposal from Mister Sparky in the amount of \$15,025.00 and further authorizing staff to create an agreement.

Mr. Salvatore also noted that the landscaping around the clubhouse was rapidly deteriorating due to the lack of gutters on the building and recommended adding them. Following discussion, it was suggested that Mr. Salvatore discuss it with the architects before moving forward.

Mr. Salvatore presented landscaping proposals for the tot lot in the amount of \$7,930, as well as irrigation changes in the amount of \$1,040.

A **motion** was made by Mr. Horowitz, seconded by Mr. Lopez and unanimously passed accepting the proposals with the irrigation work approval subject to confirmation that it is needed.

Ms. Chiaramonte highlighted the events held at the Clubhouse over the past month.

2. Discussion Regarding Engaging a Clubhouse Construction Consultant

Mr. Pierman explained that, due to a slip and fall report at the Clubhouse, he was exploring engaging a construction consultant to verify the Clubhouse's construction. The recommendation that he was given did not respond, so he will explore other options. Following discussion, the Board recommended contacting the architect to find out what materials were specified.

N. ADMINISTRATIVE MATTERS

1. Discussion Regarding Landscape Maintenance Agreement

Mr. Pierman noted that the Landscape Maintenance Agreement expires in September and explained that it would be beneficial to start the RFP process now so numbers would be available for the budget. The Board agreed and directed staff to publish an RFP for Landscape Maintenance Services.

2. Discussion Regarding Lake Maintenance Easement Access

Mr. Pierman explained that he had been contacted by a resident inquiring about the possibility of obtaining temporary use of the lake bank for the purpose of pool construction. He noted that Mr. Pawelczyk had provided a resolution that was used in other districts that would allow for this. Following discussion, the Board directed staff to bring the resolution back to the Board for consideration, and a **motion** was made by Ms. Cepero, seconded by Mr. Lopez granting a temporary easement for the resident, should it be requested.

Mr. Pierman noted that the next meeting would be held on May 23, 2024.

O. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

P. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Horowitz, seconded by Mr. Lopez and passed unanimously adjourning the Regular Board Meeting at 1:40 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROCESS FOR REQUESTING TEMPORARY ACCESS OVER DISTRICT PROPERTY FOR LANDOWNER IMPROVEMENTS; PROVIDING FOR A PROCESSING FEE FOR THE COSTS INCURRED BY THE DISTRICT; AUTHORIZING THE DISTRICT MANAGER OR IN HIS OR HER ABSENCE, THE CHAIR OF THE DISTRICT BOARD OF SUPERVISORS TO APPROVE AND EXECUTE TEMPORARY ACCESS EASEMENT AGREEMENTS WITH LANDOWNERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Avenir Community Development District (the "District") is a local unit of special purpose government created and existing under Chapter 190, Florida Statutes; and

WHEREAS, the District has received requests from landowners within the District for approval of temporary access over and through District property so that landowners can undertake improvements to their property; and

WHEREAS, the District desires to provide for a procedure for the receipt, review and determination of the request by landowners on an expedited basis; and

WHEREAS, the District incurs costs of approximately \$300 for the review, research, preparation and execution of the requested temporary access easement agreements; and

WHEREAS, the District Board of Supervisors determined that it is in the best interest District and its landowners that the District Manager of the District, or in his or her absence, the Chair of the District Board of Supervisors review and approve temporary access easement agreements on behalf of the District pursuant to a specific procedure.

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

Section 1. The foregoing recitals clauses are true and correct and are hereby incorporated into this Resolution by reference.

Section 2. The District hereby approves the following procedure for requests from landowners for temporary access on and through the District property by landowners and their agents (collectively, the "Landowners"):

a. Landowner provides the District Manager of the Avenir Community Development District with the written approval from the applicable Homeowner's Association for the proposed improvements to Landowner property;

- b. Landowner provides the District Manager with a detailed description of the proposed work to be performed for the improvements and the estimated time for construction;
- c. Landowner provides the District Manager with a sketch or drawing of the location of the District property that landowner is seeking the temporary access easement over;
- d. Landowner provides the District Manager proof of ownership of the Landowner property;
- e. Landowner pays a fee of \$300 made payable to the Avenir Community Development District for the review, preparation and execution of the temporary access agreement; and
- f. The District Manager authorizes District Counsel to prepare the temporary access easement agreement upon verification that the above items have been satisfied by Landowner.

Section 3. That the District Manager, and in his or her absence, the Chairman of the District Board of Supervisors, is hereby authorized to act on behalf of the District and review and approve the temporary access easement agreements prepared by District Counsel as forth herein.

Section 4. The legal form of each temporary access easement agreement executed pursuant to this Resolution shall be acceptable to the District Counsel of the District, in his or her discretion, subject to Board direction.

Section 5. The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall take effect upon adoption.

THIS RESOLUTION WAS PASSED AND ADOPTED by the District at its regularly scheduled meeting this 23rd day of May, 2024.

ATTEST:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Jason Pierman, Secretary

Virginia Cepero, Chair
Board of Supervisors

Landscape Maintenance & Irrigation RFP Responses

(Bids were opened publicly on May 20, 2024)

General Area				
Company	Lawn Service	Fertilization	Irrigation	Total
Yellowstone	\$ 574,956.91	\$ 167,973.30	\$ 95,917.92	\$ 838,848.13
Arazoza	\$ 1,028,647.23	\$ 194,999.99	\$ 150,000.00	\$ 1,373,647.22
CPM	\$ 931,501.00	\$ 354,416.00	\$ 138,126.00	\$ 1,424,043.00
Brightview	\$ 1,106,752.27	\$ 225,450.87	\$ 189,372.09	\$ 1,521,575.23

Clubhouse				
Company	Lawn Service	Fertilization	Irrigation	Total
Yellowstone	\$ 54,359.28	\$ 14,513.12	\$ 2,204.80	\$ 71,077.20
CPM	\$ 47,532.00	\$ 17,163.00	\$ 7,200.00	\$ 71,895.00
Arazoza	\$ 68,510.00	\$ 12,000.00	\$ 7,920.00	\$ 88,430.00
Brightview	\$ 65,010.00	\$ 13,002.00	\$ 5,070.00	\$ 83,082.00

RESOLUTION NO. 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2024/2025 has been prepared and considered by the Board.

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

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for August 22, 2024 at 12:30 p.m. at the offices of Special District Services, Inc., 2501A Burns Rd., Palm Beach Gardens, FL 33410, for the purpose of receiving public comments on the Proposed Fiscal Year 2024/2025 Budget.

PASSED, ADOPTED and EFFECTIVE this 23rd day of May, 2024.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Avenir
Community Development District

Proposed Budget
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025

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PROPOSED BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET
REVENUES	
O&M Assessments	4,965,806
Clubhouse Assessments	1,739,655
Total Regular Debt Assessments	15,595,194
Total Cap I + B Bond Debt Assess	1,809,035
Landowner Contribution - O&M	0
Landowner Contribution - Clubhouse	0
Landowner Contribution - Debt	0
Impact Fees	6,484,553
Bond Prepayments	0
Bond Prepayments - Sent to Trustee	0
O&M Interest & Other Income	1
Clubhouse Interest & Other Income	55,000
TOTAL REVENUES	\$ 30,649,244
EXPENDITURES	
Supervisor Fees	3,840
Supervisor Fees Taxes	308
Engineering/Inspections	20,000
Management	56,285
Legal	48,000
Assessment Roll	6,000
Audit Fees	13,700
Arbitrage Rebate Fee	4,200
Insurance	66,000
Legal Advertisements	5,000
Miscellaneous	2,000
Postage	750
Office Supplies	2,000
Dues & Subscriptions	175
Trustee Fees	35,000
Continuing Disclosure Fee	3,000
Website Management	1,600
Appraisal Fee	0
Infrastructure Maintenance	100,000
Miscellaneous Maintenance	50,000
Base Landscape Maintenance	1,310,000
Optional Landscape Maintenance	350,000
Irrigation Maintenance	140,000
Lake Maintenance	250,000
Littorals	75,000
Fountain Maintenance	100,000
Stormwater / Lake Water Control	0
Street Sweeping / Pressure Washing	200,000
Mitigation Maintenance	720,000
Trail Maintenance	0
Wild Hog Control	0
Pump Station Maintenance / Fuel	100,000
Electric (FPL) (Including Streetlight)	650,000
Water (Seacoast)	150,000
Field Operations	55,000
Contingency	150,000
Clubhouse Total Expenditures	1,690,276
TOTAL EXPENDITURES	\$ 6,358,134
REVENUES LESS EXPENDITURES	\$ 24,291,110
Bond Payments - Series 2018	(2,995,460)
Bond Payments - Series 2019	(1,278,335)
Bond Payments - Series 2020 (IF)	(6,484,553)
Bond Payments - Series 2021	(4,850,154)
Bond Payments - Series 2023	(6,583,756)
Bond Payments - Series 2024	(760,813)
BALANCE	\$ 2,098,852
County Appraiser & Tax Collector Fee	(446,013)
Discounts For Early Payments	(892,026)
EXCESS/ (SHORTFALL)	\$ 760,813

DETAILED PROPOSED BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
O&M Assessments	1,974,787	3,865,793	4,965,806	Total Regular Expenses / .94
Clubhouse Assessments	1,609,282	1,745,718	1,739,655	Total CH Expenses - Revenue / .94
Total Regular Debt Assessments	5,105,569	10,802,375	15,595,194	
Total Cap I + B Bond Debt Assess	16,619,616	4,404,531	1,809,035	
Landowner Contribution - O&M	295,000	0	0	
Landowner Contribution - Clubhouse	0	0	0	
Landowner Contribution - Debt	0	0	0	
Impact Fees	5,550,148	5,582,400	6,484,553	Estimated
Bond Prepayments	0	0	0	
Bond Prepayments - Sent to Trustee	0	0	0	
O&M Interest & Other Income	40,083	0	1	
Clubhouse Interest & Other Income	42,292	69,000	55,000	Rental 30,000 + Memb 25,000
TOTAL REVENUES	\$ 31,236,776	\$ 26,469,817	\$ 30,649,244	
EXPENDITURES				
Supervisor Fees	0	0	3,840	
Supervisor Fees Taxes	0		308	
Engineering/Inspections	0	15,000	20,000	
Management	52,820	54,645	56,285	CPI Adjustment
Legal	47,545	48,000	48,000	
Assessment Roll	6,000	6,000	6,000	
Audit Fees	6,187	6,600	13,700	Increase due to Additional Bonds
Arbitrage Rebate Fee	3,675	3,025	4,200	
Insurance	20,453	30,000	66,000	Insurance Estimate
Legal Advertisements	4,867	3,300	5,000	
Miscellaneous	5,256	2,000	2,000	
Postage	511	750	750	
Office Supplies	2,380	3,500	2,000	
Dues & Subscriptions	175	175	175	
Trustee Fees	17,500	31,500	35,000	
Continuing Disclosure Fee	2,750	2,750	3,000	
Website Management	1,600	1,600	1,600	
Appraisal Fee	0	0	0	
Infrastructure Maintenance	39,699	100,000	100,000	
Miscellaneous Maintenance	24,157	80,000	50,000	
Base Landscape Maintenance	706,000	775,000	1,310,000	
Optional Landscape Maintenance	149,273	350,000	350,000	
Irrigation Maintenance	38,693	50,000	140,000	
Lake Maintenance	61,007	250,000	250,000	
Littorals	0	75,000	75,000	
Fountain Maintenance	89,735	50,000	100,000	
Stormwater / Lake Water Control	159,257	0	0	Pumps
Street Sweeping / Pressure Washing	72,100	100,000	200,000	
Mitigation Maintenance	88,000	720,000	720,000	
Trail Maintenance	0	5,000	0	
Wild Hog Control	0	15,000	0	
Pump Station Maintenance / Fuel	25,960	100,000	100,000	
Electric (FPL) (Including Streetlight)	407,823	400,000	650,000	Streetlight & electric
Water (Seacoast)	143,572	150,000	150,000	
Field Operations	0	55,000	55,000	
Contingency	0	150,000	150,000	
Clubhouse Total Expenditures	1,306,864	1,709,975	1,690,276	
TOTAL EXPENDITURES	\$ 3,483,858	\$ 5,343,820	\$ 6,358,134	
REVENUES LESS EXPENDITURES	\$ 27,752,918	\$ 12,092,893	\$ 24,291,110	
Bond Payments - Series 2018	(5,656,810)	(3,000,462)	(2,995,460)	2025 P & I Payments Less Earned Interest
Bond Payments - Series 2019	(3,409,944)	(1,428,335)	(1,278,335)	2025 P & I Payments Less Earned Interest
Bond Payments - Series 2020 (IF)	(5,550,148)	(5,582,400)	(6,484,553)	Estimated
Bond Payments - Series 2021	(12,502,562)	(4,880,154)	(4,850,154)	2025 P & I Payments Less Earned Interest
Bond Payments - Series 2023	0	(5,249,813)	(6,583,756)	2025 P & I Payments Less Earned Interest
Bond Payments - Series 2024	0	0	(760,813)	2025 P & I Payments Less Earned Interest
BALANCE	\$ 633,454	\$ 861,237	\$ 1,338,039	
County Appraiser & Tax Collector Fee	(29,584)	(328,278)	(446,013)	
Discounts For Early Payments	(212,402)	(656,555)	(892,026)	
EXCESS/ (SHORTFALL)	\$ 391,469	\$ -	\$ -	

DETAILED PROPOSED CLUBHOUSE BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

EXPENDITURES	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
Supervisor Fees	0	0	960	
Supervisor Fees Taxes	0		77	
Connect Water Fee	0	0	0	
CDD Management	8,000	8,000	8,000	
Legal	11,886	12,000	12,000	
Assessment Roll	1,500	1,500	1,500	
Audit Fees	1,313	1,400	1,600	
Arbitrage Rebate Fee	225	225	225	
Legal Advertisements	1,710	1,200	1,500	
Trustee Fees	3,500	3,500	3,500	
Continuing Disclosure Fee	250	250	250	
Website Management	400	400	400	
CH Management/personnel	570,258	686,000	758,801	
Uniforms	1,717	4,000	4,000	
Licenses/Permits	950	5,000	5,000	
Insurance	60,627	70,000	55,000	
Post / Print / Office Sup	7,329	9,000	9,000	
IT / Telecom	8,942	20,000	20,000	
HVAC Maint & Repair	3,002	12,000	12,000	
Janitorial	2,674	13,500	11,000	
Misc Repair & Maint	48,676	60,000	60,000	
Pest Control	14,668	18,000	18,000	
Fire/ Life/ Hood -Safe Sys	9,605	6,000	8,000	
Fitness Equip	6,377	4,000	4,000	
Vehicle Lease & Maint	0	1,500	5,000	
Holiday Decorations	3,567	15,000	15,000	
Cable / Music Services	2,238	3,000	3,000	
Trash Removal	2,985	6,000	6,000	
Gas	25,424	50,000	50,000	
Electricity	38,078	50,000	50,000	
Water & Sewer	35,234	40,000	40,000	
Irrigation Water	12,459	13,000	10,000	
Security / Camera Surveillance	87,577	90,000	90,000	
Electronic Access Control	3,739	5,000	10,000	
Surveillance Repair & Main	0	3,000	0	
Landscape Maint Contract	73,296	90,000	80,000	
Landscape Other / Irrigation	56,654	100,000	40,000	
Pool Chemicals	51,244	55,000	55,000	
Pool Maintenance Agreement	32,500	32,500	32,500	
Pool Repair & Misc Maint	4,492	25,000	25,000	
Tennis & Pickle Court Main	7,763	15,000	15,000	
Furniture Repair & Maint	0	5,000	5,000	
Social Programs	87,403	75,000	90,000	
Restaurant Expenses	0	0	0	
Deficit Funding F&B Operat	0	0	0	
Other / Capital Expenses	18,600	100,000	75,000	
TOTAL EXPENDITURES	\$ 1,306,864	\$ 1,709,975	\$ 1,690,276	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2018
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	104,696	200	200	Projected Interest
Net NAV Collection 2018-1	2,346,705	2,098,851	2,098,851	Maximum Net Debt Service Collection
Net Collection 2018-2 (Taxable & Tax-Exempt)	3,096,734	89,750	84,748	Estimate - Collected from Developer / Home Builder
Net NAV Collection 2018-3	884,566	811,861	811,861	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Prepaid Bond Collections	28,694	0	0	
Total Revenues	\$ 6,461,395	\$ 3,000,662	\$ 2,995,660	
EXPENDITURES				
Principal Payments 2018-1	490,000	520,000	545,000	Principal Payment Due In 2024
Principal Payments 2018-2 Taxable	2,275,000	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-2 TE	580,000	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-3	200,000	185,000	200,000	Principal Payment Due In 2024
Interest Payments 2018-1	1,621,950	1,580,700	1,551,413	Interest Payments Due In 2024
Interest Payments 2018-2 Taxable	226,730	71,500	71,000	Estimated Interest Payments Due In 2024
Interest Payments 2018-2 TE	43,144	18,250	13,748	Estimated Interest Payments Due In 2024
Interest Payments 2018-3	638,322	622,581	610,075	Interest Payments Due In 2024
Bond Redemptions	0	2,631	4,425	Estimated Excess Debt Collections
Total Expenditures	\$ 6,075,146	\$ 3,000,662	\$ 2,995,660	
Excess/ (Shortfall)	\$ 386,250	\$ -	\$ -	

Series 2018-1 Bond Information

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

Series 2018-2 Taxable Bond Information

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

Series 2018-2 Tax Exempt (TE) Bond Information

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

Series 2018-3 Bond Information

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

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2019

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	59,908	200	200	Projected Interest
Net NAV Tax Collection	894,931	1,078,335	1,078,335	Maximum Net Debt Service Collection
Net NAV Tax Collection B	2,535,666	350,000	200,000	Estimate - Collected from Developer / Home Builder
Landowner Contribution	0	0	0	
Prepaid Bonds	101,589	0	0	
Total Revenues	\$ 3,592,094	\$ 1,428,535	\$ 1,278,535	
EXPENDITURES				
Principal Payments	330,000	245,000	255,000	Principal Payments Due In 2024
Principal Payments B	2,170,000	0	0	
Interest Payments	853,160	835,660	810,740	Interest Payments Due In 2024
Interest Payments B	335,128	350,000	200,000	Estimated Interest Payments Due in 2024
Bond Redemptions	0	-2,125	12,795	Estimated Excess Debt Collections
Total Expenditures	\$ 3,688,288	\$ 1,428,535	\$ 1,278,535	
Excess/ (Shortfall)	\$ (96,194)	\$ -	\$ -	

Series 2019 Bond Information

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

Series 2019 B Taxable Bond Information

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

Series 2019 B Tax Exempt (TE) Bond Information

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

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2020

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
Interest Income	53,729	0	0	Projected Interest
Impact Fees	5,553,652	5,582,400	6,484,553	Paid As Impact Fee Credits Are Earned
Total Revenues	\$ 5,607,381	\$ 5,582,400	\$ 6,484,553	
EXPENDITURES				
Impact Fee Principal Payments	3,851,000	4,535,000	5,622,000	Principal Payments Happen Based on Collections
Impact Fee Interest Payments	1,002,416	1,047,400	862,553	Estimated Interest Payments Due In 2024
Total Expenditures	\$ 4,853,416	\$ 5,582,400	\$ 6,484,553	
Excess/ (Shortfall)	\$ 753,964	\$ -	\$ -	

Series 2020 Bond Information

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

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2021
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	252,388	200	200	Projected Interest
Net NAV Collection 2021 A-1 & A-2	2,953,960	3,999,654	3,999,654	Maximum Net Debt Service Collection
Net Collection 2021 B	13,054,382	880,500	850,500	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	0	
Total Revenues	\$ 16,260,730	\$ 4,880,354	\$ 4,850,354	
EXPENDITURES				
Principal Payments 2021 A-1	600,000	590,000	605,000	Principal Payment Due In 2024
Principal Payments 2021 A-2	600,000	595,000	625,000	Principal Payment Due In 2024
Principal Payments 2021 B	11,700,000	0	0	Bonds Paid off as lots sold to Homebuilder
Interest Payments 2021 A-1	862,572	842,798	829,354	Interest Payments Due In 2024
Interest Payments 2021 A-2	2,014,830	1,970,718	1,938,916	Interest Payments Due In 2024
Interest Payments 2021 B	1,502,688	880,500	850,500	Estimated Interest Payments Due In 2024
Bond Redemptions	0	1,338	1,585	Estimated Excess Debt Collections
Total Expenditures	\$ 17,280,089	\$ 4,880,354	\$ 4,850,354	
Excess/ (Shortfall)	\$ (1,019,359)	\$ -	\$ -	

Series 2021 A-1 Bond Information

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

Series 2021 A-2 Bond Information

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

Series 2021 B Bond Information

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

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2023
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
Interest Income	0	200	200	Projected Interest
Net NAV Collection 2023	0	2,165,531	5,445,825	Maximum Net Debt Service Collection
Net NAV Collection 2023 TC	0	0	1,137,931	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	3,607,411	3,084,281	0	
Total Revenues	\$ 3,607,411	\$ 5,250,013	\$ 6,583,956	
EXPENDITURES				
Principal Payments 2023	0	0	1,140,000	Principal Payment Due In 2025
Principal Payments 2023 TC	0	0	0	Principal Payment Due In 2025
Interest Payments 2023	3,260,328	4,331,063	4,305,413	Interest Payments Due In 2025
Interest Payments 2023 TC	347,083	918,750	918,750	Interest Payments Due In 2025
Bond Redemptions	0	200	219,794	Estimated Excess Debt Collections
Total Expenditures	\$ 3,607,411	\$ 5,250,013	\$ 6,583,956	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Series 2023 Bond Information

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

Series 2023 Town Center Bond Information

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

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2024
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
Interest Income	0	0	200	Projected Interest
Net NAV Collection 2024 A	0	0	87,225	Maximum Net Debt Service Collection
Net NAV Collection 2024 B	0	0	0	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	673,788	
Total Revenues	\$ -	\$ -	\$ 761,213	
EXPENDITURES				
Principal Payments 2024 A	0	0		Principal Payment Due In 2024
Principal Payments 2024 B	0	0	0	Principal Payment Due In 2024
Interest Payments 2024 A	0	0	174,450	Interest Payments Due In 2024
Interest Payments 2024 B	0	0	586,563	Interest Payments Due In 2024
Bond Redemptions	0	0	200	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ -	\$ 761,213	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Series 2024 A Bond Information

Original Par Amount =	\$3,000,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.815%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2024		
Maturity Date =	May 2055		

Series 2024 B Bond Information

Original Par Amount =	\$9,385,000	Annual Principal Payments Due =	May 1st
Interest Rate =	6.250%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2024		
Maturity Date =	May 2055		

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

	Fiscal Year 2021/2022 Gross Assessment	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Projected Gross Assessment
O&M Assessment For Parcel A-1 - Watermark	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-1	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2018-1) Assessment For Parcel A-1	\$ 2,077.13	\$ 2,077.13	\$ 2,077.13	\$ 2,077.13
Debt (2018-3 Clubhouse) Assessment For Parcel A-1	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,995.74	\$ 5,152.07	\$ 5,150.01	\$ 5,386.40
O&M Assessment For Parcel A-2 - LaTerre	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-2	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2018-1) Assessment For Parcel A-2	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71
Debt (2018-3 Clubhouse) Assessment For Parcel A-2	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,901.32	\$ 5,057.65	\$ 5,055.59	\$ 5,291.98
O&M Assessment For Parcel A-3 - Windgate	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-3	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2018-1) Assessment For Parcel A-3	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30
Debt (2018-3 Clubhouse) Assessment For Parcel A-3	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,806.91	\$ 4,963.24	\$ 4,961.18	\$ 5,197.57
O&M Assessment For Parcel A-4 - Coral Isles	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-4	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2018-1) Assessment For Parcel A-4	\$ 2,171.54	\$ 2,171.54	\$ 2,171.54	\$ 2,171.54
Debt (2018-3 Clubhouse) Assessment For Parcel A-4	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 5,090.15	\$ 5,246.48	\$ 5,244.42	\$ 5,480.81
O&M Assessment For Parcel A-5 (50 Foot) - Regency	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-5 (50 Foot)	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Parcel A-5 (50 Foot)	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (50 Foot)	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,712.20	\$ 2,850.77	\$ 2,732.20	\$ 2,973.75
O&M Assessment For Parcel A-5 (60 Foot)	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-5 (60 Foot)	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Parcel A-5 (60 Foot)	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (60 Foot)	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,806.61	\$ 2,945.18	\$ 2,826.61	\$ 3,068.16
O&M Assessment For S.F. Villas	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For S.F. Villas	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2018-1) Assessment For S.F. Villas	\$ 1,063.83	\$ 1,063.83	\$ 1,063.83	\$ 1,063.83
Debt (2018-3 Clubhouse) Assessment For S.F. Villas	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,982.44	\$ 4,138.77	\$ 4,136.71	\$ 4,373.10
O&M Assessment For Econ Dev	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Econ Dev	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Econ Dev	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66
Debt (2018-3 Clubhouse) Assessment For Econ Dev	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,951.56	\$ 3,090.13	\$ 2,971.56	\$ 3,213.11
O&M Assessment For Town Center - Total	\$ 823.90	\$ 962.47	\$ 843.90	\$ 94,347.31
Debt (2018-1) Assessment For Town Center - Total	\$ 2,127.66	\$ 2,127.66	\$ -	\$ 112,765.96
Debt (2023 Towncenter) Assessment For Town Center - Total	\$ -	\$ -	\$ 2,127.66	\$ 1,210,565.00
Total	\$ 2,951.56	\$ 3,090.13	\$ 2,971.56	\$ 1,417,678.27

* Assessments Include the Following :

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

Lot Count Information

First Phase	Second Phase	Third Phase
Parcel A-1 98	Parcel A-6 245	Parcel A-10 172
Parcel A-2 92	Parcel A-7 47	Parcel A-11 101
Parcel A-3 119	Parcel A-8 98	Parcel A-12 139
Parcel A-4 107	Parcel A-9 118	Parcel A-13/14 125' 55
Parcel A-5 267	Total Second Phase 508	Parcel A-13/14 175' 24
Parcel A-5 202		Parcel A-15 50' 358
SF Villas 250		Parcel A-15 62' 204
First Phase Residential 1,135		Parcel A-16 50' 283
		Parcel A-16 60' 208
Econ Dev (50 Acres) 82		Parcel A-17 125
Town Center (53 Acres) 86.92		Parcel A-18 104
First Phase Non-Residential 168.92		Parcel A-19 135
Total First Phase 1,304		Parcel A-20 55' 75
		Parcel A-20 65' 69
		Parcel A-21 128
		Third Phase Residential 2,180
		Golf Course 356.81
		Charter School 11.91
		Comm Parcel "D" 159.80
		Comm Parcel "H" 18.75
		Comm Parcel "J" 35.67
		Third Phase Non-Residential 583
		Total Third Phase 2,763

O&M Calculations

TOTAL UNITS	Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1 1,304		
Phase 2 508	\$4,965,806 / 4,575	\$1,085.45
Phase 3 2,763		
Total Units 4,575		
TOTAL RESIDENTIAL UNITS		
Phase 1 1,135		
Phase 2 508		
Phase 3 2,180		
Total Units 3,823		
TOTAL CLUBHOUSE UNITS	Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1 666		
Phase 2 508	\$1,739,655 / 1,174	\$1,481.82
Total Units 1,174		

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

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

	Fiscal Year 2021/2022 Gross Assessment	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Projected Gross Assessment
O&M Assessment For Parcel A-6 - Pulte	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-6	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2019) Assessment For Parcel A-6	\$ 2,322.00	\$ 2,322.00	\$ 2,322.00	\$ 2,322.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-6	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 5,240.61	\$ 5,396.94	\$ 5,394.88	\$ 5,631.27
O&M Assessment For Parcel A-7 - Pulte	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-7	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2019) Assessment For Parcel A-7	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-7	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 5,472.61	\$ 5,628.94	\$ 5,626.88	\$ 5,863.27
O&M Assessment For Parcel A-8 - Pulte	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-8	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2019) Assessment For Parcel A-8	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-8	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 5,472.61	\$ 5,628.94	\$ 5,626.88	\$ 5,863.27
O&M Assessment For Parcel A-9 - Solana	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-9	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2019) Assessment For Parcel A-9	\$ 1,983.00	\$ 1,983.00	\$ 1,697.31	\$ 1,697.31
Debt (2018-3 Clubhouse) Assessment For Parcel A-9	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,901.61	\$ 5,057.94	\$ 4,770.19	\$ 5,006.58

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

Lot Count Information

First Phase	Second Phase	Third Phase
Parcel A-1 98	Parcel A-6 245	Parcel A-10 172
Parcel A-2 92	Parcel A-7 47	Parcel A-11 101
Parcel A-3 119	Parcel A-8 98	Parcel A-12 139
Parcel A-4 107	Parcel A-9 118	Parcel A-13/14 125' 55
Parcel A-5 267	Total Second Phase 508	Parcel A-13/14 175' 24
SF Villas 250		Parcel A-15 50' 358
First Phase Residential 1,135		Parcel A-15 62' 204
Econ Dev (50 Acres) 82		Parcel A-16 50' 283
Town Center (53 Acres) 86.92		Parcel A-16 60' 208
First Phase Non-Residential 168.92		Parcel A-17 125
Total First Phase 1,304		Parcel A-18 104
		Parcel A-19 135
		Parcel A-20 55' 75
		Parcel A-20 65' 69
		Parcel A-21 128
		Third Phase Residential 2,180
		Golf Course 356.81
		Charter School 11.91
		Comm Parcel "D" 159.80
		Comm Parcel "H" 18.75
		Comm Parcel "J" 35.67
		Third Phase Non-Residential 583
		Total Third Phase 2,763

O&M Calculations

TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1 1,304			
Phase 2 508		\$4,965,806 / 4,575	\$1,085.45
Phase 3 2,763			
Total Units 4,575			
TOTAL RESIDENTIAL UNITS			
Phase 1 1,135			
Phase 2 508			
Phase 3 2,180			
Total Units 3,823			
TOTAL CLUBHOUSE UNITS		Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1 666			
Phase 2 508		\$1,739,655 / 1,174	\$1,481.82
Total Units 1,174			

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

DATE: **May 23, 2024**

PROJECT NAME:
NORTHLAKE BOULEVARD PARKWAY BUFFER EAST - LANDSCAPE AND IRRIGATION

PROJECT NUMBER:
202403

BIDS RANKING

CONTRACTOR'S NAME	Landscape Bid Amount	Irrigation Bid Amount	Total Bid Amount	RANKING #
ARAZOZA BROTHERS	\$471,373.50	\$265,000.00	\$736,373.50	1
BRIGHTVIEW LANDSCAPE SERVICES	\$726,455.24	\$219,731.29	\$946,186.53	2

EVALUATION CRITERIA - RANKING

SELECTION CRITERIA	POINT RANGE	ARAZOZA BROTHERS	BRIGHTVIEW LANDSCAPE SERVICES
PERSONNEL	10	10	10
EXPERIENCE AND FAMILIARTY WITH THE PROJECT	35	35	30
UNDERSTANDING OF SCOPE OF WORK	5	5	5
PRICE (BID PRICE)	25	25	19
PRICE (UNIT PRICES)	10	10	8
SCHEDULE	15	15	15
TOTAL POINTS	100	100	87

CHANGE ORDER NO. 5

Date of Issuance:	April 18, 2024	Effective Date:	April 18, 2024
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413	Contractor's Project No.:	230040
Engineer:	HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	Engineer's Project No.:	180437
Project:	Northlake Blvd Phase 1 From West of Coconut Blvd to west of Avenir entrance	Contract Name:	Construction Contract (Roadway Improvements)

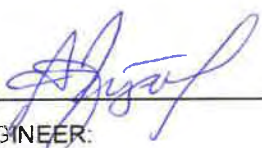

The Contract is modified as follows upon execution of this Change Order:

- Description:
- *Pipe crossing removal and replacement with added C boxes
 - *Remove & replace existing CMP at station 250+30
 - *Remove & Install new water valve boxes
 - *Seed & Mulch in lue of sod
 - *Fabricate and install steel plate at station 260+55
 - *Install deck slab at S145

- Attachments
- *JW Cheatham, LLC change order request dated 04/18/2024
 - *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>4</u> : \$ 328,898.00	[Increase] [Decrease] form previously approved Change Orders No. 0 to No. 4: 40 Days

Contract Price prior to this Change Order: \$6,367,007.36	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 \$119,356.25	[Increase] [Decrease] of this Change Order 0 Days
Contract Price incorporating this Change Order: \$6,486,363.61	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>4/26/2024</u>	Date: _____	Date: <u>4/25/2024</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**

April 18, 2024

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

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

Ref: Northlake Blvd PH-1
RW52799-1022

Dear Ms. McConnell:

I submit the following change order request at the above referenced project for:

- Pipe crossing removal and replacement adding a C box at each end. "Future Primary St., Future Premier St., Future Secondary St" as per revised plan dated: "04/08/24 by HSQ"
- At station: 250+30 remove and replace existing 18" CMP that is collapsed, per Alberto Zuniga.
- Remove and install new water valve boxes complete from top of valve to finished grade between stations: 303+59 to 259+60 that are deteriorated and brittle.
- Seed & Mulch in leu of sod for pond bottoms between stations 281+70 to 268+60.
- Fabricate and install steel plate connecting the curbs at the ARV station: 260+55.
- Install deck slab at S145 due to utility conflicts structure had to be moved to the south by 7 feet.

Survey, As-Builts, & Testing	1	LS	@	\$9,440.00	/LS	9,440.00
Type C Inlet	6	EA	@	\$7,480.00	/EA	44,880.00
Remove/Dispose 18" MES	6	EA	@	\$440.00	/EA	2,640.00
Remove/Reinstall 18" RCP	484	LF	@	\$121.00	/LF	58,564.00
Corrugated Aluminum Pipe (18")	30	LF	@	\$127.00	/LF	3,810.00
Replace Valve Box Complete	10	EA	@	\$2,365.00	/EA	23,650.00
Regrade and compact entrances	3	EA	@	\$2,594.00	/EA	7,782.00
Fabricate & Install steel plate	1	EA	@	\$3,850.00	/EA	3,850.00
Concrete deck slab S145	1	EA	@	\$1,100.00	/EA	1,100.00
Seed & Mulch	8555	SY	@	\$0.80	/SY	6,844.00
18" MES installed minus poured ends	4	EA	@	\$3,850.00	/EA	(15,400.00)
Sod Credit	8555	SY	@	-\$3.25	/SY	(27,803.75)
				Total		119,356.25

**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

Attachments:

- Revised plans dated: "04/08/24 by HSQ" pertaining to the pipe crossings.
- Correspondence pertaining to the CMP replacement at station 250+30
- Correspondence pertaining to seed and mulch per Tanya McConnell
- Correspondence pertaining to the water valves from Alberto Zuniga.
- Correspondence pertaining to the steel plate per Alberto Zuniga.

This proposal is subject to the attached special provisions.

- Includes 6 ea Type C basins with added depth to provide cover between the pipe and road base.
- Includes the removal and disposal of 6 ea 18" MES pipe sections that were previously installed.
- Includes the removal and reinstallation with increased depth of 484 LF of 18" RCP. All pipes will receive new Gaskets and 64 LF will be new pipe provided by Belvedere.
- Includes removing and replacing 10 ea valve boxes in the road, including pouring sakrete around the tops.
- Crediting 4 ea 18" MES sections. One MES was eliminated, and the other 3 credits are for the 6 ea sections installed without poured collars.
- Includes installing 30 LF of 18" corrugated aluminum pipe underneath existing driveway at station 250+30.

Qualifications to this proposal are as follows:

1. Engineering is not included.
2. Permits are not included.
3. Utility relocation or adjustments are not included.
4. New valve box replacements pertain to the widening area only between stations 303+59 to 259+60. Any additional valves will be subject to a change order.

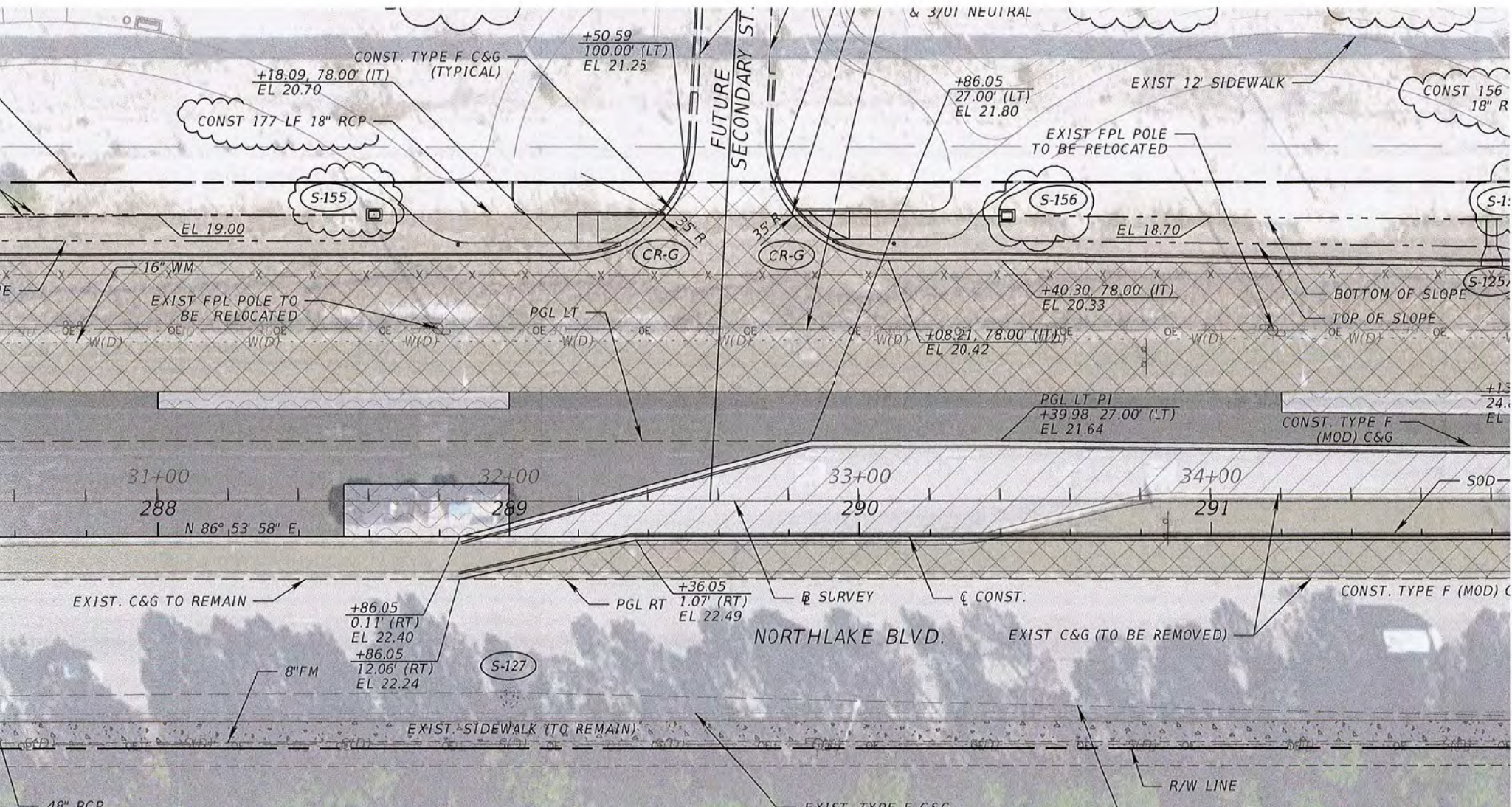
Your timely review and approval is requested.
Please call me should you have any questions.

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



S-127

STA 289+00.32, 44.19' RT
EXISTING MANHOLE TO REMAIN
RIM EL 21.53
FL 12.00 (E,W)






S-126

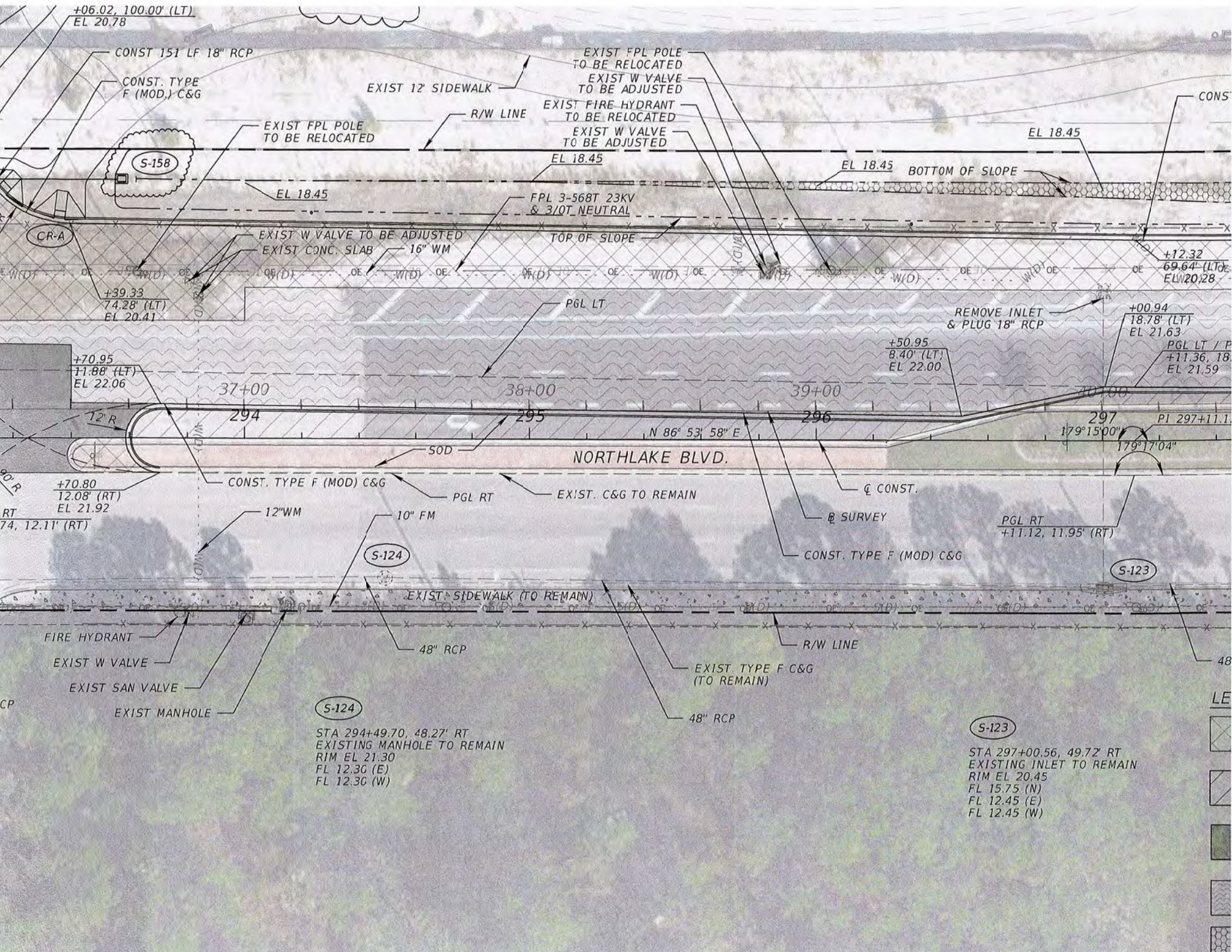
STA 291+99.16, 49.95' RT
EXISTING INLET TO REMAIN
GRATE EL 20.39
FL 15.75 (N)
FL 12.15 (E,W)

S-125A

STA 291+80.11, 76.26' LT
CONST CLOSED FLUME INLET
INDEX 425-061
EOP EL 19.79

LEGEND

-  W/D
-  PAV
-  MIL RES
-  OVI
-  DIT



+06.02, 100.00' (LT)
EL 20.78

CONST 151 LF 18" RCP

CONST. TYPE F (MOD.) C&G

EXIST 12' SIDEWALK

R/W LINE

EXIST FPL POLE TO BE RELOCATED
EXIST W VALVE TO BE ADJUSTED

EXIST FIRE HYDRANT TO BE RELOCATED
EXIST W VALVE TO BE ADJUSTED

EL 18.45

EXIST FPL POLE TO BE RELOCATED

EL 18.45

EL 18.45 BOTTOM OF SLOPE

S-158

EL 18.45

FPL 3-568T 23KV & 3/0T NEUTRAL

TOP OF SLOPE

EXIST W VALVE TO BE ADJUSTED
EXIST CONC. SLAB

16" WM

+12.32
69.64' (LT)
EL 20.28

+39.33
74.28' (LT)
EL 20.41

PGL LT

REMOVE INLET & PLUG 18" RCP

+50.95
8.40' (LT)
EL 22.00

+00.94
18.78' (LT)
EL 21.63

PGL LT / P
+11.36, 18'
EL 21.59

+70.95
11.88' (LT)
EL 22.06

37+00

38+00

39+00

40+00

12' R

294

295

296

297

PI 297+11.1

N 86° 53' 58" E

179°15'00"

179°17'04"

NORTHLAKE BLVD.

SOD

CONST. TYPE F (MOD.) C&G

PGL RT

EXIST. C&G TO REMAIN

Q CONST.

Q SURVEY

PGL RT
+11.12, 11.95' (RT)

CONST. TYPE F (MOD.) C&G

+70.80
12.08' (RT)
EL 21.92
RT
74, 12.11' (RT)

12" WM

10" FM

S-124

EXIST. SIDEWALK (TO REMAIN)

48" RCP

R/W LINE

EXIST. TYPE F C&G (TO REMAIN)

FIRE HYDRANT

EXIST W VALVE

EXIST SAN VALVE

EXIST MANHOLE

S-124

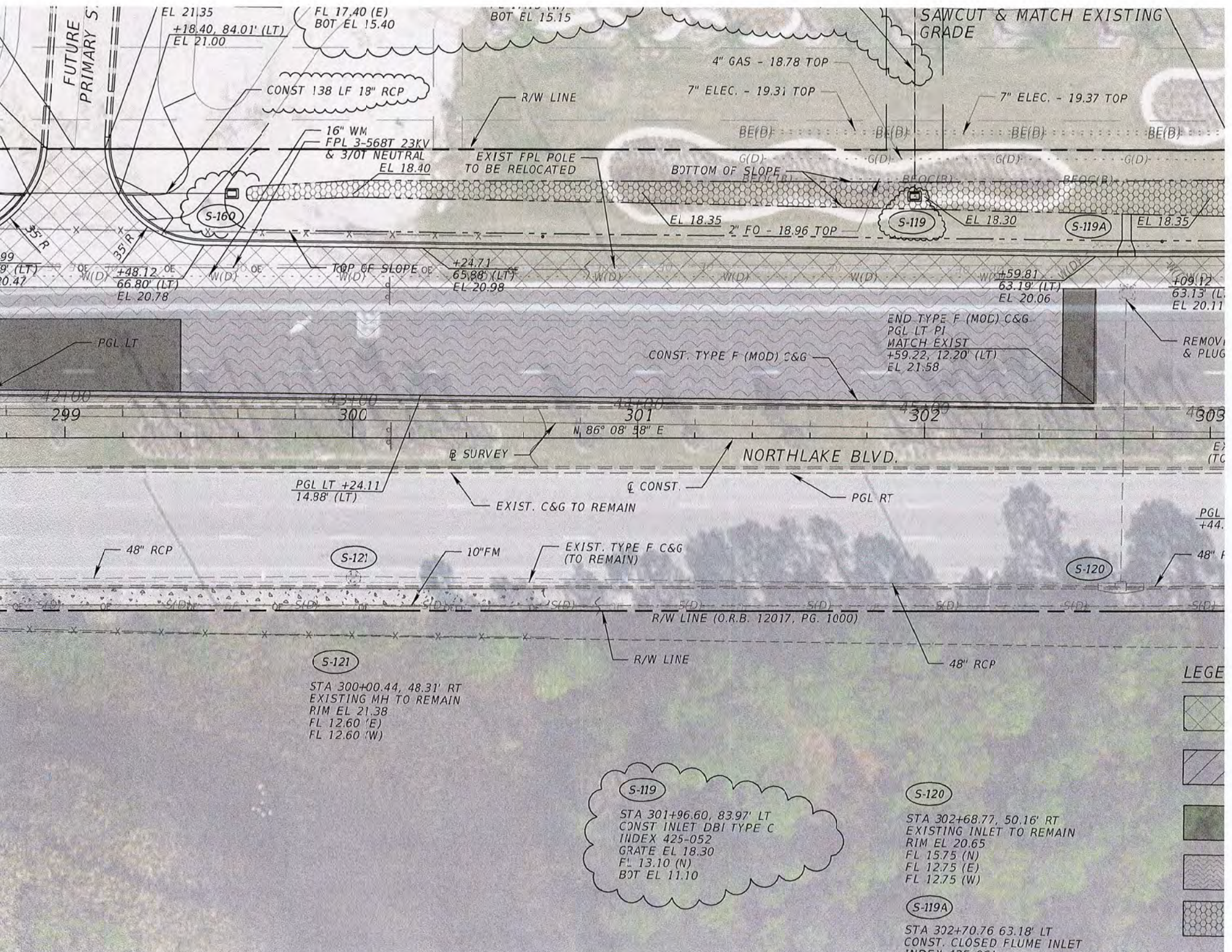
STA 294+49.70, 48.27' RT
EXISTING MANHOLE TO REMAIN
RIM EL 21.30
FL 12.30 (E)
FL 12.30 (W)

S-123

STA 297+00.56, 49.72' RT
EXISTING INLET TO REMAIN
RIM EL 20.45
FL 15.75 (N)
FL 12.45 (E)
FL 12.45 (W)

48" RCP





LEGEND

[Cross-hatched pattern]	48" RCP
[Diagonal hatched pattern]	10" FM
[Green shaded area]	EXIST. TYPE F C&G (TO REMAIN)
[Blue wavy pattern]	CONST. TYPE F (MOD) C&G
[Grey wavy pattern]	END TYPE F (MOD) C&G
[Stippled pattern]	REMOVAL & PLUG

mike.wonnell@jwcheatham.com

From: Alberto Zuniga <Alberto@hsqgroup.net>
Sent: Wednesday, April 10, 2024 10:50 AM
To: mike.wonnell@jwcheatham.com; Muayad Mohammed
Cc: tmccconnell@avenirpbg.com; Nour Shehadeh
Subject: RE: Northlake Phase 1 (Driveway crossing @ 250+30)

Mike,

That pipe is part of the Northlake drainage system.

You will need to replace it.
Prepare your CO.

Thanks,

Alberto T. Zuniga, P.E.



HSQ GROUP, INC.

Engineers • Planners • Surveyors

1001 Yamato Road, Suite 105

Boca Raton, Florida 33431

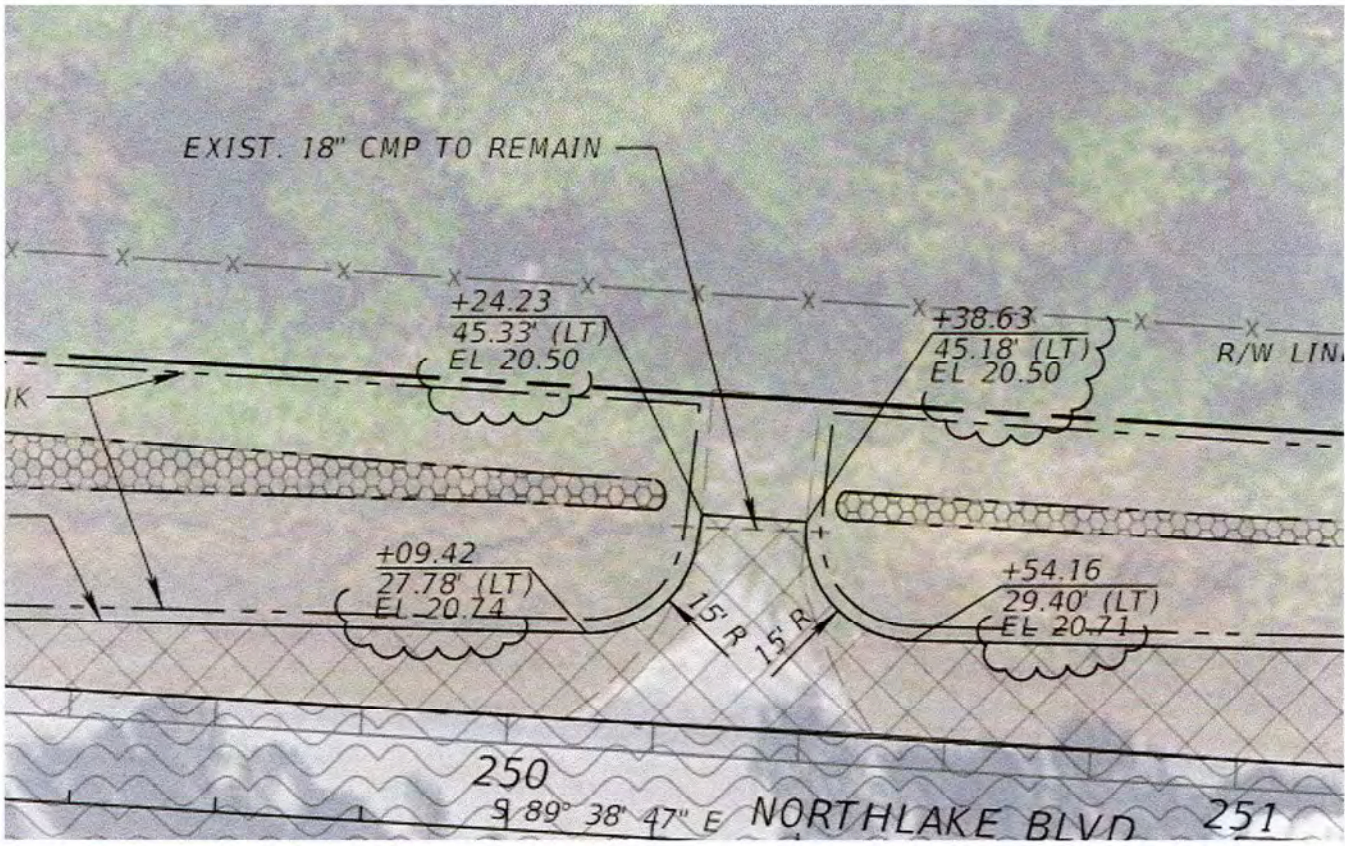
Phone: (561) 392-0221 ext 107 • Cell: (561) 758-2480

HSQgroupinc.com

From: mike.wonnell@jwcheatham.com <mike.wonnell@jwcheatham.com>
Sent: Wednesday, April 10, 2024 10:41 AM
To: Alberto Zuniga <Alberto@hsqgroup.net>; Muayad Mohammed <Muayad@hsqgroup.net>
Cc: tmccconnell@avenirpbg.com
Subject: Northlake Phase 1 (Driveway crossing @ 250+30)

Alberto,

The existing pipe crossing at Station 250+30 is collapsed in the middle and is deteriorated. Can we remove since it looks like the water does not travel through this pipe looking at the grading plans sheet 12 of 66.



Thank you,
 Michael Wonnell
 Project Manager
J.W. Cheatham, LLC
 Office: (561) 471-4100 ext:248
 Cell: (561) 722-1424

mike.wonnell@jwcheatham.com

From: Tanya McConnell <tmccconnell@avenirpbg.com>
Sent: Thursday, April 11, 2024 10:19 AM
To: mike.wonnell@jwcheatham.com
Cc: Alberto Zuniga
Subject: Re: Northlake Phase 1 Sod vs. Seed/mulch

Absolutely. I am surprised that we were thinking of sodding.

Alberto, is there a reason not to?

Tanya N. McConnell
Senior Development Manager
Avenir Development, LLC

tmccconnell@avenirPBG.com

561.818.3887

From: mike.wonnell@jwcheatham.com <mike.wonnell@jwcheatham.com>
Date: Thursday, April 11, 2024 at 9:14 AM
To: Tanya McConnell <tmccconnell@avenirpbg.com>
Cc: Alberto Zuniga <Alberto@hsqgroup.net>
Subject: Northlake Phase 1 Sod vs. Seed/mulch

Tanya/Alberto,

Would you be open to seed and mulching the bottoms of the two large ponds versus Laing sod? The slopes will be sodded to the bottom of slope. Cost difference will be roughly 70% less.

Thank you,
Michael Wonnell
Project Manager
J.W. Cheatham, LLC
Office: (561) 471-4100 ext:248
Cell: (561) 722-1424

Caution: This is an external email. Be careful when clicking links or opening attachments. If in doubt, contact ICG's Service Desk.

mike.wonnell@jwcheatham.com

From: Alberto Zuniga <Alberto@hsqgroup.net>
Sent: Tuesday, February 27, 2024 8:00 AM
To: mike.wonnell@jwcheatham.com; Nour Shehadeh; Carlos Ballbe
Cc: tmccconnell@avenirpbg.com; Muayad Mohammed
Subject: RE: Northlake Phase 1

Mike,

Make a proposal for the replacement. Needs to contact Water utilities for the approved list.

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, February 27, 2024 7:41 AM
To: Alberto Zuniga <Alberto@hsqgroup.net>; Nour Shehadeh <Nour@hsqgroup.net>
Cc: tmccconnell@avenirpbg.com
Subject: Northlake Phase 1

Alberto,

There are several existing valve boxes (water/sewer) that are rotten/brittle/damaged that need to be replaced along the west bound lane. Let me know how to proceed.

Thank you,
Michael Wonnell
Project Manager
J.W. Cheatham, LLC
Office: (561) 471-4100 ext:248
Cell: (561) 722-1424



mike.wonnell@jwcheatham.com

From: Alberto Zuniga <Alberto@hsqgroup.net>
Sent: Wednesday, April 17, 2024 8:09 AM
To: mike.wonnell@jwcheatham.com
Subject: RE: NORTHLAKE PHASE 1 (RFI)

Mike,

It will work, but the open manhole must be also adjusted.

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: Wednesday, April 17, 2024 7:54 AM
To: Alberto Zuniga <Alberto@hsqgroup.net>; Nour Shehadeh <Nour@hsqgroup.net>
Cc: tmccconnell@avenirpbg.com
Subject: NORTHLAKE PHASE 1 (RFI)

Alberto,

Please see attached ARV at station 260+55 that is 1" from the asphalt. I think we can match EP grade and construct a steel plate to fit the back of the curb as we did in phase 2.



Thank you,
Michael Wonnell
Project Manager
J.W. Cheatham, LLC
Office: (561) 471-4100 ext:248
Cell: (561) 722-1424

mike.wonnell@jwcheatham.com

From: mike.wonnell@jwcheatham.com
Sent: Wednesday, April 17, 2024 8:33 AM
To: 'Alberto Zuniga'
Cc: Tanya McConnell tmconnell@avenirpbg.com
Subject: RE: NORTHLAKE PHASE 1 (RFI)

Will be adjusted today. We may have to put a little pitch to it so it does not trap water.

From: Alberto Zuniga <Alberto@hsggroup.net>
Sent: Wednesday, April 17, 2024 8:09 AM
To: mike.wonnell@jwcheatham.com
Subject: RE: NORTHLAKE PHASE 1 (RFI)

Mike,

It will work, but the open manhole must be also adjusted.

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: Wednesday, April 17, 2024 7:54 AM
To: Alberto Zuniga <Alberto@hsggroup.net>; Nour Shehadeh <Nour@hsggroup.net>
Cc: tmconnell@avenirpbg.com
Subject: NORTHLAKE PHASE 1 (RFI)

Alberto,

Please see attached ARV at station 260+55 that is 1" from the asphalt. I think we can match EP grade and construct a steel plate to fit the back of the curb as we did in phase 2.



Thank you,



<p>Contract Price prior to this Change Order :</p> <p style="text-align: right;">\$5,518,399.20</p>	<p>Contract Times prior to this Change Order :</p> <p>Total Contract Days : 680</p> <p>Start Date : 9/12/2022</p> <p>End Date : 7/23/2023</p>
<p>[Increase] [Decrease] of this Change Order :</p> <p style="text-align: right;">\$35,295.31</p>	<p>[Increase] [Decrease] of this Change Order :</p> <p style="text-align: right;">20 Days</p>
<p>Contract Price incorporating the Change Order :</p> <p style="text-align: right;">\$5,553,694.51</p>	<p>Contract Times with all the approved change Orders :</p> <p>Total Contract Days : 700 Days</p> <p>Start Date : 9/12/2022</p> <p>End Date : 8/12/2024</p>

RECOMMEND BY :

By: 

Engineer
 HSQ Group, Inc.
 1001 Yamato Rd, Suite 105
 Boca Raton, FL 33431

Date: 4/30/2024

ACCEPTED :

By: _____

Avenir Community Development
 District
 Virginia Cepero
 Chairperson

Date: _____

ACCEPTED :

By: Thomas P. Whig

Contractor :
 J.W. Cheatham, LLC
 7396 Westport Place
 West Palm Beach, FL 33413

Date: 4/29/2024



**Road Building &
Earthmoving Contractors**

April 24, 2024

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

Attn: Tanya McConnell, P.E.

Ref: Northlake Blvd Phase 2 (RW56228-0222)
Signalization conflicts at Shoppes of Ibis,
Ibis Blvd modification,
Regrading of median, Valve replacement,
Inlet Modification, & Rain days.

Dear Ms. McConnell:

I submit the following change order request at the above referenced project for the following:

- Sidewalk removal/replacement, due to utility and landscape conflicts for signalization at Shoppes of Ibis on the SE & SW corners.
- Curb, Inlet, & Sidewalk modifications at Ibis Blvd. (Mast Arm).
- Regrading of median from irrigation installation (station: 143+00 to 108+60).
- Replaced sewer valve complete at station: 117+15, valve was deteriorated & brittle.
- Added rain days.

Included are the marked-up plans at Shoppes of Ibis for signalization conflicts & Revised Plans dated: "04/22/2024 by HSQ."

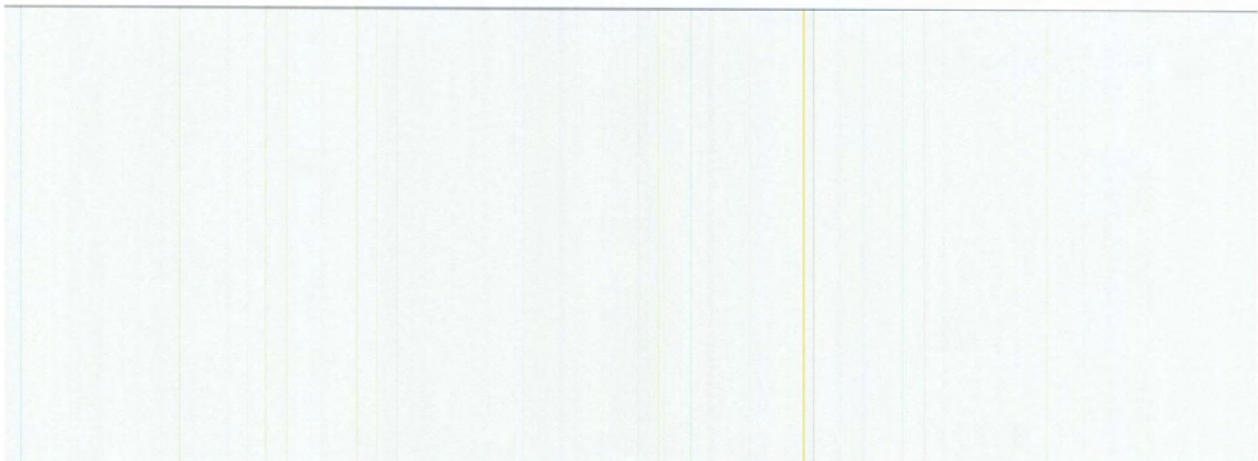
Additional days requested:

Rain Days: 6

(2/19/24, 2/20/24, 2/21/24, 3/6/24, 3/7/24,3/22/24)

Construction Days: 14

Total days requested: 20



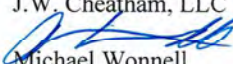


**Road Building &
Earthmoving Contractors**

Qualifications:

1. Survey and as-builts are included.
2. Permits are not included.
3. Relocation of existing utilities is not included.
4. No item included unless specifically stated.

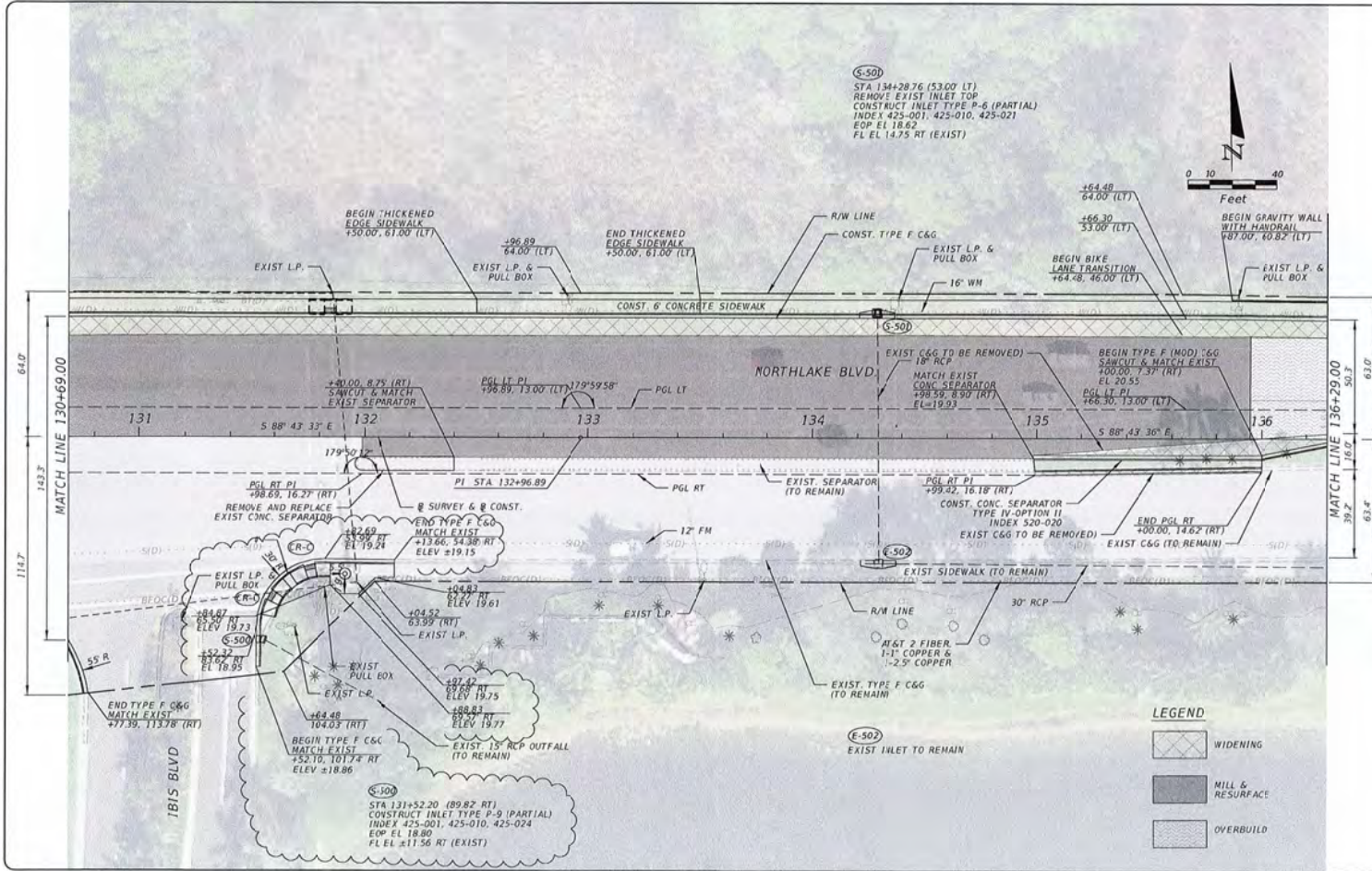
Your timely review and approval is requested.

Thank you,
J.W. Cheatham, LLC

Michael Wonnell
Project Manager



Item	Description	Quantity	Unit	Unit Price	Total Price
<u>Shoppes of Ibis Signalization</u>					
1	Remove sidewalk	1	LS	@ \$ 1,375.00	/LS \$ 1,375.00
2	Replace sidewalk	34	SY	@ \$ 47.73	/SY \$ 1,622.82
3	Grading & sod	1	LS	@ \$ 1,232.00	/LS \$ 1,232.00
					Subtotal: \$ 4,229.82
<u>Ibis Blvd curb & inlet modification</u>					
1	Survey and Testing	1	LS	@ \$ 1,192.00	/LS \$ 1,192.00
1	MOT (Inside Ibis)	1	LS	@ \$ 291.00	/LS \$ 291.00
2	Concrete Removal (sidewalk & curb)	1	LS	@ \$ 3,688.00	/SY \$ 3,688.00
3	Install additional sidewalk behind mast arm	13	SY	@ \$ 47.73	/LS \$ 620.49
4	Install additional sidewalk SW corner tie-in	10	SY	@ \$ 47.73	/LS \$ 477.30
5	Install additional curb	30	LF	@ \$ 18.89	/LS \$ 566.70
6	Rock (Curb pad)	30	TN	@ \$ 23.00	/LS \$ 690.00
7	Grading	1	LS	@ \$ 10,536.00	/LS \$ 10,536.00
					\$ 18,061.49
<u>Median</u>					
1	Regrade median	1	LS	@ \$ 4,501.00	/LS \$ 4,501.00
					Subtotal: \$ 4,501.00
<u>Drainage</u>					
1	1 complete sewer valve	1	EA	@ \$ 275.00	/LS \$ 275.00
1	Modify existing F type inlet	1	LS	@ \$ 8,228.00	/LS \$ 8,228.00
					Subtotal: \$ 8,503.00
					Grand Total \$ 35,295.31
1	<u>Rain Days</u> (2/19-2/20-2/21-3/6-3/7-3/22)				





2:\P\14147\14147\ROADWAY\ROADWAY_PALM_Beach\ROADWAY_PALM_Beach\ROADWAY_PALM_Beach_P2_11.dwg

HSQ GROUP, INC.
 Engineers - Planners - Surveyors
 1001 Yamato Road, Suite 100
 Boca Raton, Florida 33431-5613
 (561) 392-0221
 C26256 L37924

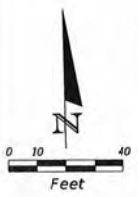
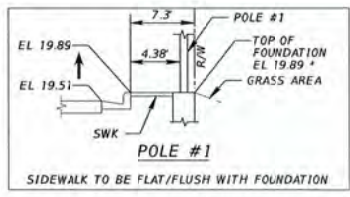
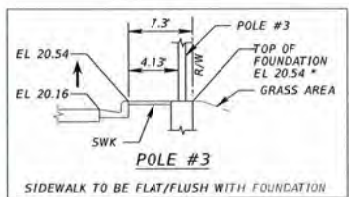
No.	Revisions	By	Date

PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 P.O. BOX 1129, WEST PALM BEACH, FLORIDA

SCALE: APPROVED:
 DRAWN BY:
 CHECKED:
 DATE:

ROADWAY PLAN

SHEET: 23
 OF: 85
 PROJECT NO: 160437



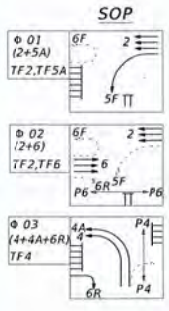
*THE DRILL SHAFT FOUNDATION SHALL BE FLUSH WITH THE GROUND ELEVATION OR SIDEWALK, NOT BELOW GROUND LEVEL. DRILLED SHAFT MUST NOT EXTEND HIGHER THAN A 2" ELEVATION ABOVE GROUND LEVEL.

③ POLE LOCATION
STA. 146+69.50
57.73' LT

630-2-11-2	25	LF
635-2-11	3	EA
649-22-6L	1	EA

① POLE LOCATION
STA. 147+69.36
57.73' LT

630-2-11-2	25	LF
635-2-11	3	EA
649-22-3L	1	EA



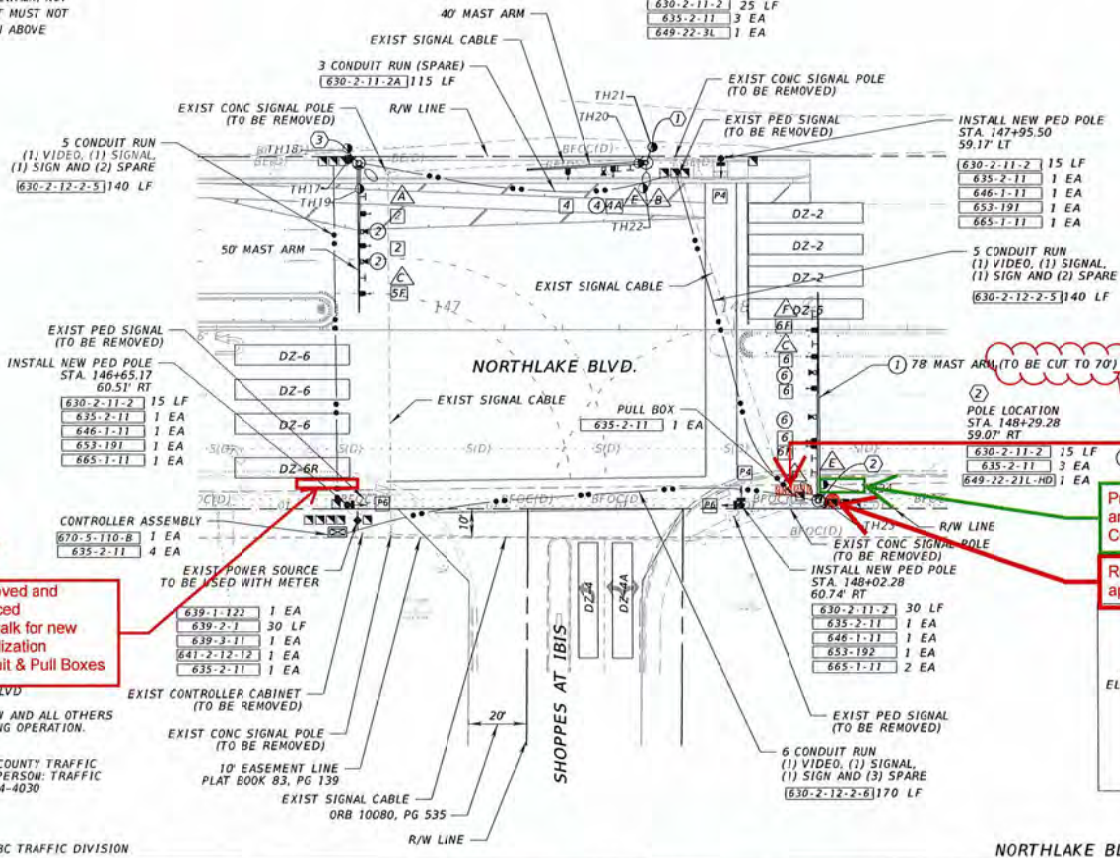
VIDEO DETECTOR CHART

VIDEO No.	MOVEMENT No.
V2	5F
V4	4, 4A
V6	6, 6A, 6F

⑥60-4-10-B5 (5 EA)

Removed and replaced sidewalk for new signalization conduit & Pull Boxes

NOTES
 MAJOR STREET IS NORTHLAKE BLVD
 MINOR STREET IS SHOPPES AT IBIS BLVD
 MOVEMENTS 2 AND 6 TO FLASH YELLOW AND ALL OTHERS TO FLASH FLASH RED DURING FLASHING OPERATION.
 MAINTAINING AGENCY IS PALM BEACH COUNTY TRAFFIC ENGINEERING DEPARTMENT. CONTACT PERSON: TRAFFIC SIGNAL SYSTEM MANAGER AT (561) 684-4030
 SPEED LIMITS
 45 MPH - NORTHLAKE BLVD
 SIGNAL TIMING TO BE ADJUSTED BY PBC TRAFFIC DIVISION



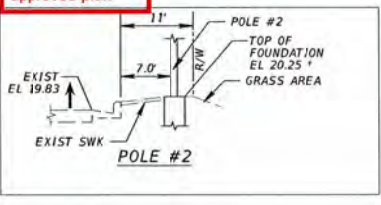
- TEST HOLES**
- TH17: 2" BE CONDUIT TO BE ADJUSTED TO AVOID CONFLICT.
 - TH18: 2" PVC, NO CONFLICT.
 - TH19: NOTHING FOUND.
 - TH20: 2" BE CONDUIT TO BE ADJUSTED TO AVOID CONFLICT.
 - TH21: 2" PVC, NO CONFLICT.
 - TH22: NOTHING FOUND.
 - TH23: 1" IRRIGATION TO BE ROUTED AROUND FOUNDATION.
 - TH24: 36" EXISTING RCP. CLEARANCE BETWEEN FACE OF FOUNDATION AND FACE OF PIPE IS 14". NO CONFLICT.

② 6 new traffic boxes in sidewalk due to utility conflicts & trees on the back side of the sidewalk. Removed and replaced sidewalk.

① SEE SHEET T-9 FOR SPLICING

Previously removed and replaced under CO# 6

Relocated per approved plan



NORTHLAKE BLVD. AND SHOPPES OF IBIS TS 17268

<p>HSQ GROUP, INC. Engineers - Planners - Surveyors 1001 Yamato Road, Suite 105 Boca Raton, Florida 33431 - 951.392.0221 C02594 - 1/8/2004</p>	Seal:	No.	Revisions	By	Date	<p>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION P.O. BOX 2129, WEST PALM BEACH, FLORIDA</p>	SCALE: APPROVED: DRAWN: CHECKED: DATE:	SIGNALIZATION PLAN	SHEET: T-6 OF: T-9 PROJECT NO. 180437
	ADIP SHEKHAN, P.E. Reg. No. 48301								

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PROPOSAL AND AGREEMENT BETWEEN CONSULTANT AND CLIENT

Client:	Mrs. Virginia Cepero AVENIR COMMUNITY DEVELOPMENT DISTRICT 550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Date:	March 26, 2024
Project Name:	AVENIR CONTROL STRUCTURE AND OUTFALL CANAL RELOCATION MR PROJECT # C0024.40	Project No:	202118

Dear Virginia:

Please find attached for your review and approval this Change Order provided by **BALLBÉ & ASSOCIATES, INC.** ("Consultant") to **AVENIR COMMUNITY DEVELOPMENT DISTRICT** ("Client") for the Additional Services to the *Proposal and Agreement Between Client and Consultant for Professional Consultant Services* for the above referenced project.

Our scope of services will include the preparation of final construction drawings for the on-site improvements required for the proposed apartment project to be constructed Miami-Dade County, including the necessary permitting, construction documents, construction inspection and final certification.



A detailed list of the initial scope of services, along with their respective cost, is included in Exhibit "A". Also, included is Exhibit "B", the Schedule of Hourly Rates and Other Charges for work not specified in the Scope of Services and Exhibit "C", the Standard Provisions.

This Agreement sets forth the understanding of the arrangement between Client and Consultant; please sign and return a fully executed copy of the Agreement to our office. We appreciate the opportunity to work for you on this project.

Acceptance and Authorization to Proceed:

This Agreement and the attached Exhibits are hereby acknowledged and accepted, and we hereby grant authority to proceed. The undersigned is authorized to execute this Agreement on behalf of Client.

(Signatures on the following page)

Consultant	BALLBÉ & ASSOCIATES, INC.	Client	AVENIR COMMUNITY DEVELOPMENT DISTRICT
Signed		Signed	
Name	Carlos J. Ballbe, P.E.	Name	VIRGINIA CEPED
Title	President	Title	CHAIR
Date	3/26/2024	Date	4/16/24

Attachments:

- Exhibit "A" Initial Scope of Services
- Exhibit "B" Schedule of Hourly Rates and Other Charges
- Exhibit "C" Standard Provisions

EXHIBIT "A"

SCOPE OF SERVICES AND FEE PROPOSAL

The following is a further description of the basic professional engineering services and related work to be provided on a "Lump Sum" basis unless otherwise noted as "Hourly" which represents that payment for the services will be billed as the number of hours spent on the work based on the fee schedule provided in Exhibit "B".

BASIC SERVICES

The following is a further description of the basic professional engineering services and related work to be provided on a "Lump Sum" basis unless otherwise noted as "Hourly" which represents that payment for the services will be billed as the number of hours spent on the work and based on the fee schedule shown in Exhibit "B".

DESIGN AND PERMITTING SERVICES TO BE PROVIDED BY MOCK, ROOS & ASSOCIATES, INC. ("M.R.")		
A.	PLEASE SEE ATTACHED PROPOSAL PROVIDED BY M.R. =	\$40,060.00
B.	BALLBE & ASSOCIATES ADMINISTRATIVE FEE =	\$3,000.00
	<u>SUB-TOTAL DESIGN AND PERMITTING PHASE =</u>	<u>\$43,060.00</u>

MISCELLANEOUS SERVICES TO BE PROVIDED BY BALLBE & ASSOCIATES, INC.		
A.	<u>DESIGN SUPPORT SERVICES</u> <ul style="list-style-type: none"> • Assists M.R. with design criteria and permitting requirements. • Coordinate permitting with other Consultants. • Follow up with permitting agencies and requests for information. 	\$3,000.00
B.	<u>BIDDING AND CONTRACT NEGOTIATION PHASE</u> <ol style="list-style-type: none"> 1. Prepare bid packages for the proposed improvements. 2. Attend pre-bid meeting, if required by Client. 3. Prepare required documentation (drawings, specifications, written responses) in the form of addenda in response to pre- 	

AVENIR CONTROL STRUCTURE AND
OUTFALL CANAL RELOCATION



	<p>bid meeting and to interpret or clarify final engineering documents.</p> <ol style="list-style-type: none"> 4. Provide Client assistance in evaluating contractor proposals, as required. 5. Prepare and submit AutoCAD compatible drawing files of the final documents for the Client's use. 6. Prepare site infrastructure contract. 	\$3,000.00
B.	<p><u>SITE INFRASTRUCTURE PERMIT</u> The following services are required to secure the site infrastructure permit:</p> <ol style="list-style-type: none"> 1. Prepare application and submit to Client and Contractor. 2. Prepare plans and submit to PBG along with applications. 3. Address permit comments and follow up with City, Client, Contractor on items required for permit. 	\$3,000.00
	<p><u>SUB-TOTAL MISCELLANEOUS SERVICES =</u></p>	<u>\$9,000.00</u>

	<p><u>TOTAL SCOPE OF SERVICES =</u></p>	<u>\$52,060.00</u>
--	--	---------------------------

Consultant <u>CJB</u>	Client _____
-----------------------	--------------

The above listed tasks do not include the following items:

GEOTECHNICAL TESTING

Percolation test and soil testing (borings, subgrade and rock base testing).

BOUNDARY/TOPOGRAPHIC SURVEY

Client to provide Consultant with a survey containing topographic information and/or the as-builts for the paving and drainage system prior to commencement of work in Autcad format. (Alta Survey if available).

PLATTING

ENVIRONMENTAL CONSULTING

Perform site visits to determine presence/absence of jurisdictional wetlands. Prepare maps documenting the findings from the site visit and follow-up with permitting agencies to obtain binding letters documenting wetland jurisdictional limits if any within the site. Also, coordinate with the Army Corps. to obtain an opinion on the presence/absence of federal jurisdictional wetlands.

TRAFFIC STUDIES

Preparation of traffic study to determine level of services and concurrency requirements.

OUT-OF-POCKET EXPENSES

Out-of-pocket expenses will be billed at their respective cost as per the attached Exhibit "B".

FEES

Application and permit fees are not included and shall be provided by Client as required by the permitting agencies.

Consultant will assist Client in getting proposals to perform this work if necessary.

EXHIBIT "B"

SCHEDULE OF HOURLY RATES AND OTHER CHARGES

Principal	Hour	\$250.00
Senior Professional Engineer	Hour	\$225.00
Professional Engineer	Hour	\$200.00
Civil Engineer	Hour	\$175.00
Engineering Inspections/Contract Administration	Hour	\$150.00
Engineering Technician	Hour	\$125.00
Administrative Services	Hour	\$100.00
Out of Pocket Expense	Expense	Cost + 15%
Black Line Prints (24"x36")	Each	\$1.75
Color Prints (24"x36")	Each	\$15.00
Photocopies (8.5"x11" Black & White)	Each	\$0.25
Photocopies (8.5"x11" Color)	Each	\$0.50
Photocopies (11"x17" Black & White)	Each	\$0.50
Photocopies (11"x17" Color)	Each	\$1.00
Finance Charge on Past Due	Account Balance	See Exhibit "C"

EXHIBIT "C"

**BALLBÉ & ASSOCIATES, INC.
STANDARD PROVISIONS**

1. General Provisions

The general provisions for this Agreement between Client and Consultant are based on the applicable portions of General Provisions in the "Standard Form of Letter Agreement Between Owner and Engineer for Professional Services" as prepared by the Engineer's Joint Contract Documents Committee and issued and published jointly by the National Society of Professional Engineers, American Consulting Engineers Council, and the American Society of Civil Engineers (EJCDC Number 1910-2, Latest Edition). This Agreement, the attached Exhibit "A" through "D", and the said general provisions represents the entire understanding between Client and Consultant and may only be modified in writing signed by Client and Consultant.

PURSUANT TO FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL, AS DEFINED IN FLORIDA STATUTE 558.002, ACTING AS AN INDIVIDUAL EMPLOYEE OR AGENT OF BALLBÉ & ASSOCIATES, INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

2. Consultant's Scope of Services

The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services") hereunder. The Consultant is also authorized, but not required, to perform Additional Services for services deemed appropriate by the Consultant in response to emergencies, unanticipated actions by the Client's contractors, revised regulations, or requirements of authorities, if advance authorization cannot be obtained. The Consultant will notify the Client as soon as practical of the inception of such Additional Services.

3. Period of Services

Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to any circumstances that the Consultant does not control. Such a delay or suspension shall not terminate this Agreement unless the Consultant elects to terminate pursuant to other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond the Consultant's control, the various rates of compensation provided for in this Agreement shall be renegotiated.

4. Compensation for Additional Services

Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's current hourly rates plus an amount to cover certain direct expenses including in-house duplicating and blueprints, local mileage, telephone calls, electronic messaging, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, and graphics, etc., will be billed at the hourly rates shown within Exhibit "B".

5. Method of Payment

Compensation shall be paid to the Consultant in accordance with the following provisions:

- a. Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay to the Consultant all taxes, if any, whether state, local, or federal, levied with respect to amounts paid hereunder. The Consultant shall be compensated in U.S. dollars. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant for services and expenses within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving 7 days written notice to the Client, suspend services under this Agreement until all amounts due are paid in full.
- b. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- c. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- d. The Client agrees that the payment for services rendered and expenses incurred by the Consultant pursuant to this Agreement is not subject to any contingency or condition.

6. Use of Documents

All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement. They are not intended or represented to be suitable for partial use or reuse by the Client or others on extensions of this project or any other project. Any modifications made by the Client to any of the Consultant's documents, or any partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability or legal exposure to the Consultant, and the Client shall indemnify, defend and hold the Construction harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant.

7. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice at any time, for any reason. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed, less prior partial payments. Upon payment, all work product shall be assigned to Client.

8. Liability

In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality

at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client. The Consultant agrees that during the period in which an action otherwise could be brought against it the Consultant will hold the Client harmless from loss, damage, injury, or liability which directly arises solely from the negligent acts or omissions of the Consultant, its employees, agents, subcontractors and their employees and agents. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, including any liability relating to the hold harmless obligation created by the immediately preceding sentence, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and sub-consultants, shall not exceed the total compensation received by the Consultant under this Agreement or \$25,000, whichever is greater. Under no circumstances shall the Consultant be liable for, without limitation, lost profits or consequential damages, extra costs or other consequences due to changed conditions, or costs related to the failure of contractors to perform work in accordance with the plans or specifications.

9. Expenses of Litigation

If litigation or arbitration related to the services performed is initiated against the Consultant by the Client, its contractors, or subcontractors, and such proceeding concludes with the entry of a judgment or award favorable to the Consultant, the Client shall reimburse the Consultants its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceeding. Such expenses shall include the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to the proceedings by the Consultant's employees.

10. Dispute resolution

All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

11. Construction Phase Services

- a. If the Consultant's services include the preparation of documents to be used for construction, the Consultant shall not be responsible for any interpretation of the intent of its documents if it is not retained and paid for periodic site visits.
- b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visit will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c. The Client agrees that each contract with any contractor shall state that the contractor shall

be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insured under the contractor's general liability insurance policy.

12. Assignment and Subcontracting

This Agreement gives no rights or benefits to anyone other than the Client and the Consultant and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. Neither the Client nor the Consultant shall assign or transfer any rights under or interest in this Agreement without the written consent of the other. However, nothing herein shall prevent or restrict the Consultant from retaining independent professional associates, subconsultants, and suppliers as the Consultant may deem appropriate.

13. Miscellaneous Provisions

This Agreement is to be governed by the law of the State of Florida. This Agreement shall bind, and the benefits, thereof shall inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Any provisions in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR THE SERVICES PROVIDED TO THE CLIENT UNDER THIS AGREEMENT.

**Proposal to Provide Professional Engineering Services for
Avenir Stormwater Control Structure WCS-11**

MR - Contract C0024.40

A. Project Description:

Avenir Community Development District (Client) wishes to relocate the N-1 Conservation Area's water control structure (WCS-11) which discharges stormwater from the N-1 Conservation Area to the C-18W Canal. The relocation will place the (new) structure approximately 6,500 feet southwest of its current location.

The Client has requested Mock•Roos provide engineering services to develop construction documents (drawings and specifications) for the relocation of WCS-11, and to make application to SFWMD and the City of Palm Beach Gardens for construction permits for the WCS-11 relocation. Mock•Roos will provide the Scope of Services outlined below.

B. Scope of Services:

Task 1 – Design and Permitting

- A. Prepare and submit 60-percent complete construction drawings for WCS-11 (Ballbé & Assoc. will provide topographic survey for the design of the structure)
- B. Attend a review meeting to discuss the design and receive comments
- C. Prepare and submit a 90-percent complete set of construction documents (drawings, technical specifications, and engineer's opinion of probable construction cost) for review; the 90-percent documents will address any comments on the 60-percent design
- D. Attend a review meeting to discuss the submittal and receive final comments
- E. Prepare and submit the 100-percent/final construction documents
- F. Prepare and submit construction permit application to the SFWMD, respond to staff questions, and respond to up to two (2) RAIs (as stated above, environmental related permitting and coordination will be done by others)

C. Schedule of Deliverables:

<u>Task and Deliverable</u>	<u>Calendar Days from NTP</u>
Task 1 – WCS -11 Design and Permit Applications	180 Days

D. Fee and Rates:

The total fee to provide the Scope of Services outlined above is estimated to be \$40,060. Mock•Roos will complete the Scope of Services on a lump sum basis. See Attachment A for estimate of hours.

E. Conditions:

Ballbé & Associates will provide topographic survey for the design of the WCS-11 within 45 days of authorization.

The environmental portion of the permit applications will be completed in a timely manner by others.

This proposal is valid for 120 days of the date below. If the services are not authorized within this time frame, the fee is subject to revision.

F. Proposal:

Mock•Roos will complete the Scope of Services outlined above for the fee specified above, upon authorization of the Client, given below.

MOCK•ROOS

Signed:  _____

Name: Garry G. Gruber, P.E.

Title: Senior Vice President

Date: March 18, 2024

G. Authorization:

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

Avenir Community Development District

Signed: _____

Name: Virginia Cepero

Title: Chairperson

Date: _____

Attachment A

**Avenir - WCS-11 Modification
Engineering Design and Permitting Services**

Task Description	Labor Classification				Total
	Principal Civil Engineer \$195.00	Lead Civil Engineer \$165.00	Civil Engineer \$135.00	Admin Assistant \$60.00	
1 Design and Permitting	22	88	152	8	\$ 39,810
Prepare 60-percent Construction Drawings					
Design Review Meeting					
Prepare 90-percent Construction Documents					
Design Review Meeting					
Prepare 100-percent Construction Documents					
SFWMMD Permit Application & Coordination					
Subtotal Hours	22	88	152	8	
Subtotal Labor					\$39,810
Reimbursables					\$250
Project Total					\$40,060



CAULFIELD & WHEELER INC.
Consulting Engineers, Surveyors, & Landscape Architects

Celebrating
40
years

Engineering: EB0003591
Surveying: LB0003591
Landscape Architecture: LC0000318

May 6, 2024

Proposal #05-24-034

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 "AVENIR – COCONUT EXTENSION SUA & SFWMD" project located in the City of Palm Beach Gardens, Palm Beach County, Florida.

Dear Mrs. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR – COCONUT EXTENSION SUA & SFWMD" 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 – COCONUT EXTENSION SUA & SFWMD EASEMENTS

Consultant shall prepare a sketch and legal description for the proposed Avenir – Coconut Extension SUA & SFWMD Easements, 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.....\$2,240.00

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 – May 6, 2024
Proposal #05-24-034
Avenir Community Development District

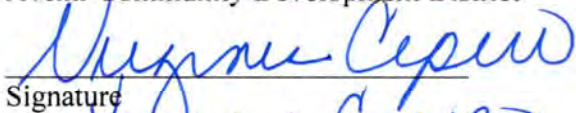
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District



Signature
VIRGINIA CEPIRO

Print Name
CHAIR

Title

Date
5/6/2024

DESCRIPTION:

A PORTION OF CONSERVATION AREA TRACT C-1 OF THE PLAT OF 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 NORTHEAST CORNER OF TRACT C-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID PLAT OF AVENIR, NORTH 53°39'56" WEST, A DISTANCE OF 484.42 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 36°20'04" WEST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 53°39'56" EAST, A DISTANCE OF 200.00 FEET; THENCE, SOUTH 36°20'04" WEST, A DISTANCE OF 250.00 FEET; THENCE, NORTH 53°39'56" WEST, A DISTANCE OF 200.00 FEET; THENCE, NORTH 36°20'04" EAST, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 50,000 SQUARE FEET, 1.148 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 53°39'56" WEST ALONG THE NORTH LINE OF THE PLAT OF AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 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

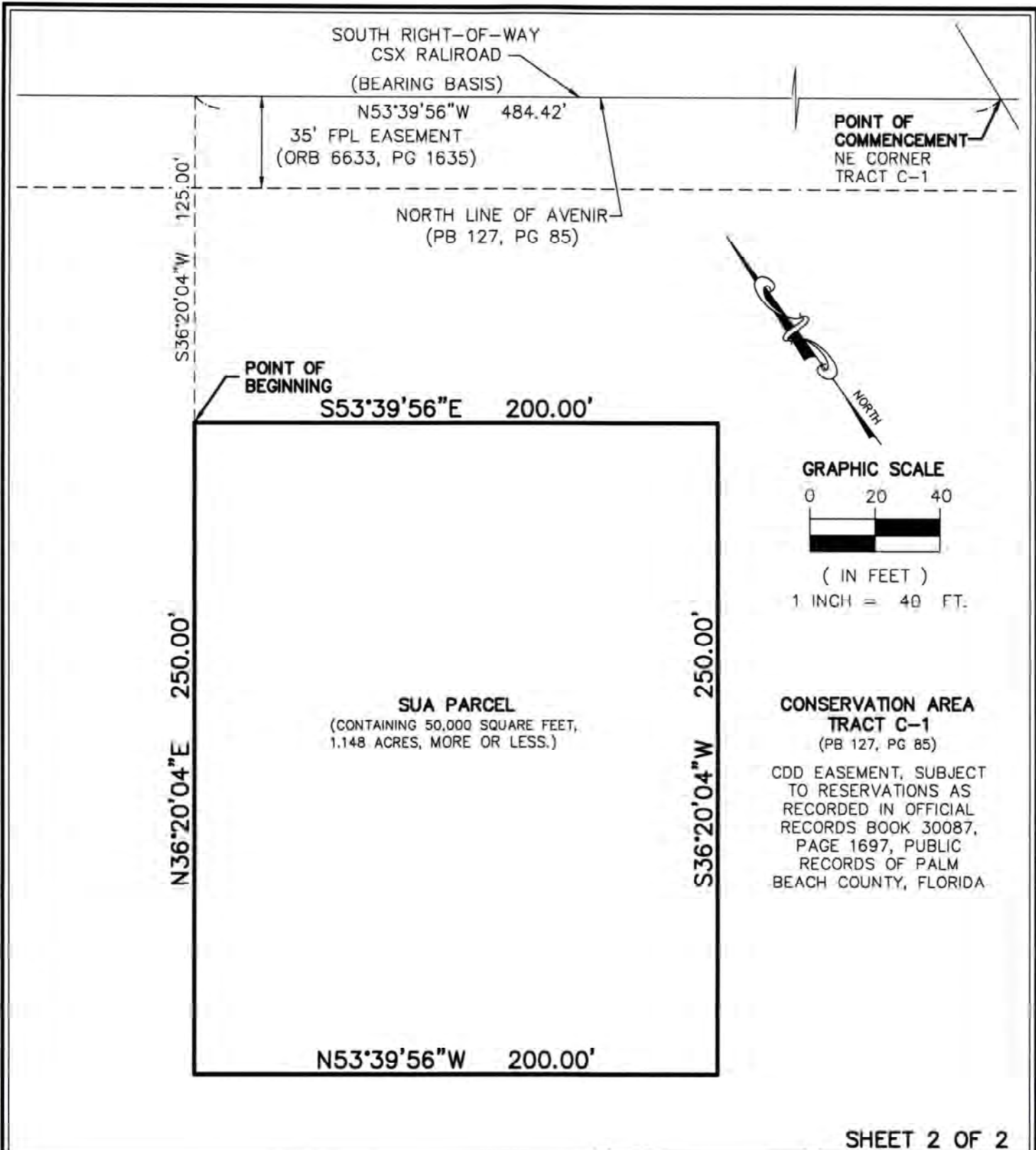


CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	05/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

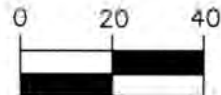
**COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY PARCEL
SKETCH OF DESCRIPTION**



POINT OF COMMENCEMENT
NE CORNER
TRACT C-1



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

CONSERVATION AREA
TRACT C-1

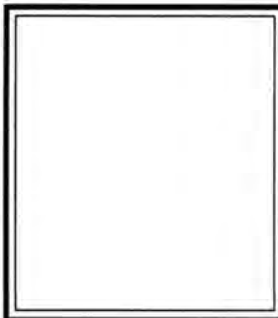
(PB 127, PG 85)

CDD EASEMENT, SUBJECT
TO RESERVATIONS AS
RECORDED IN OFFICIAL
RECORDS BOOK 30087,
PAGE 1697, PUBLIC
RECORDS OF PALM
BEACH COUNTY, FLORIDA

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.

 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
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**COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY PARCEL
SKETCH OF DESCRIPTION**

DESCRIPTION:

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CONTAINING 60,666 SQUARE FEET, 1.393 ACRES, MORE OR LESS.

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

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SHEET 1 OF 3



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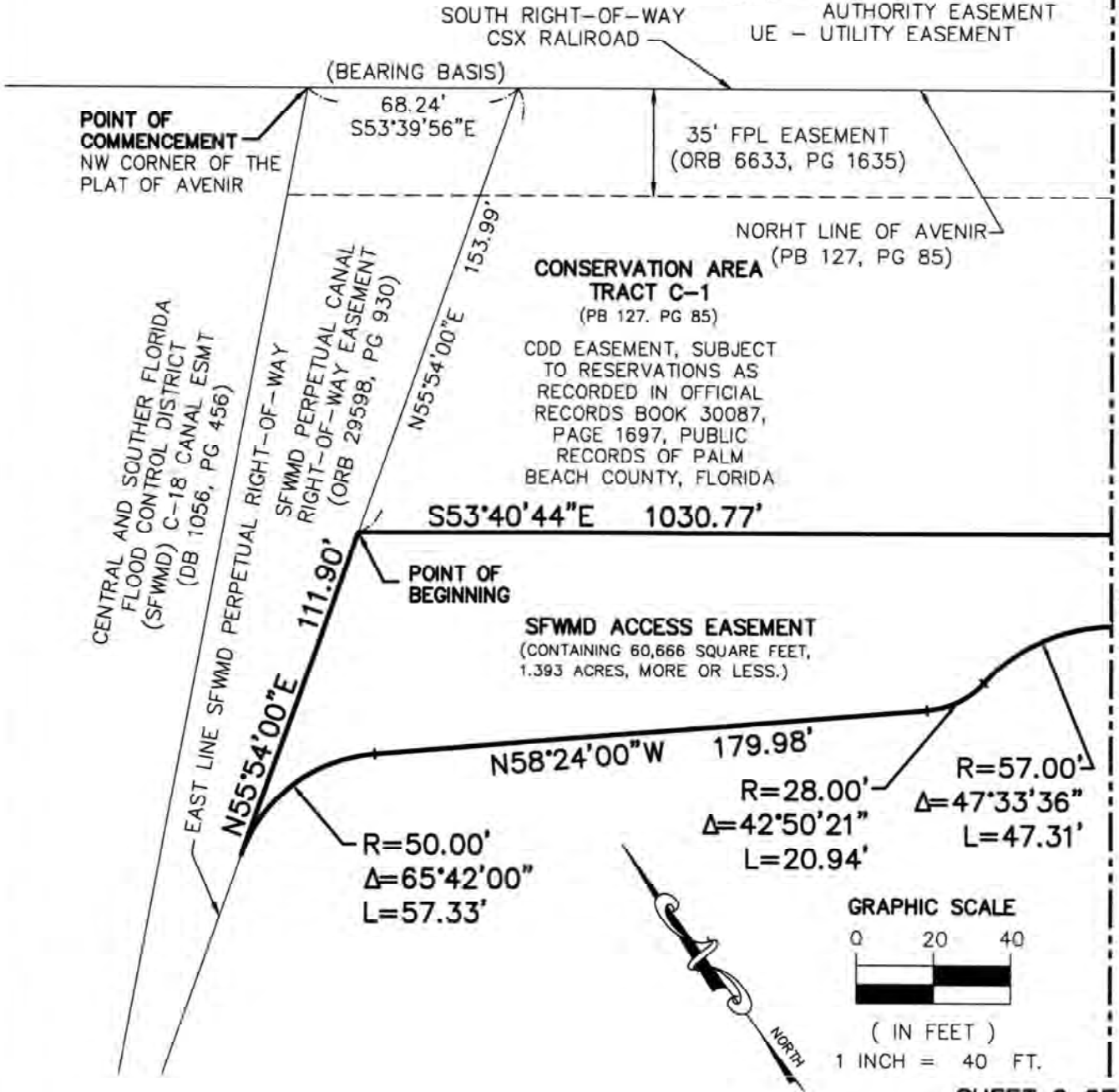
DATE	05/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**COCONUT BOULEVARD
SFWMD ACCESS EASEMENT
SKETCH OF DESCRIPTION**

SEABAORD AIR LINE RAILROAD CSX RALIROAD (RIGHT-OF-WAY)

LEGEND:

- DB - DEED BOOK
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PG - PAGE
- SFWMD - SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
- SUAE - SEACOAST UTILITY
AUTHORITY EASEMENT
- UE - UTILITY EASEMENT



SHEET 2 OF 3



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DESCRIPTION:

A PORTION OF CONSERVATION AREA TRACT C-1 OF THE PLAT OF 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 NORTHWEST CORNER OF TRACT R3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 43°20'53" WEST, A DISTANCE OF 28.50 FEET; THENCE, NORTH 01°13'31" EAST, A DISTANCE OF 3759.14 FEET; THENCE, NORTH 01°13'45" EAST, A DISTANCE OF 2770.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23° 12' 17", HAVING A RADIUS OF 1060.00 FEET, HAVING AN ARC DISTANCE OF 429.30 FEET; THENCE, NORTH 24°26'03" EAST, A DISTANCE OF 309.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22° 45' 14", HAVING A RADIUS OF 960.00 FEET, HAVING AN ARC DISTANCE OF 381.25 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 1666.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29° 45' 14", HAVING A RADIUS OF 1240.00 FEET, HAVING AN ARC DISTANCE OF 643.94 FEET; THENCE, NORTH 28°04'26" WEST, A DISTANCE OF 900.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 64° 24' 30", HAVING A RADIUS OF 1051.00 FEET, HAVING AN ARC DISTANCE OF 1181.47 FEET; THENCE, NORTH 36°20'04" EAST, A DISTANCE OF 315.01 FEET; THENCE, NORTH 53°39'56" WEST, A DISTANCE OF 18.00 FEET; THENCE TO THE NORTH LINE OF SAID PLAT OF AVENIR, NORTH 36°20'04" EAST, A DISTANCE OF 80.00 FEET; THENCE ALONG SAID NORTH LINE, SOUTH 53°39'56" EAST, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 36°20'04" WEST, A DISTANCE OF 80.00 FEET; THENCE, NORTH 53°39'56" WEST, A DISTANCE OF 10.00 FEET; THENCE, SOUTH 36°20'04" WEST, A DISTANCE OF 315.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 64° 24' 30", HAVING A RADIUS OF 1039.00 FEET, HAVING AN ARC DISTANCE OF 1167.98 FEET; THENCE, SOUTH 28°04'26" EAST, A DISTANCE OF 900.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29° 45' 14", HAVING A RADIUS OF 1252.00 FEET, HAVING AN ARC DISTANCE OF 650.17 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 1666.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22° 45' 14", HAVING A RADIUS OF 972.00 FEET, HAVING AN ARC DISTANCE OF 386.01 FEET; THENCE, SOUTH 24°26'03" WEST, A DISTANCE OF 309.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23° 12' 17", HAVING A RADIUS OF 1048.00 FEET, HAVING AN ARC DISTANCE OF 424.44 FEET; THENCE, SOUTH 01°13'45" WEST, A DISTANCE OF 2770.92 FEET; THENCE, SOUTH 01°13'31" WEST, A DISTANCE OF 3770.02 FEET; THENCE, SOUTH 88°46'29" EAST, A DISTANCE OF 10.00 FEET; THENCE TO THE NORTH LINE OF TRACT R3, SOUTH 01°13'31" WEST, A DISTANCE OF 11.45 FEET; THENCE, NORTH 43°20'53" WEST, A DISTANCE OF 2.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 151,585 SQUARE FEET, 3.480 ACRES, MORE OR LESS.

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

TOGETHER WITH:

A PORTION OF CONSERVATION AREA TRACT C-1 OF THE PLAT OF 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 NORTHEAST CORNER OF TRACT R3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 43°20'53" EAST, A DISTANCE OF 4.27 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 01°13'31" EAST, A DISTANCE OF 3863.68 FEET; THENCE, NORTH 01°13'45" EAST, A DISTANCE OF 2770.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23° 12' 17", HAVING A RADIUS OF 957.00 FEET, HAVING AN ARC DISTANCE OF 387.58 FEET; THENCE, NORTH 24°26'03" EAST, A DISTANCE OF 309.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22° 45' 14", HAVING A RADIUS OF 1063.00 FEET, HAVING AN ARC DISTANCE OF 422.15 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 1666.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29° 45' 14", HAVING A RADIUS OF 1343.00 FEET, HAVING AN ARC DISTANCE OF 697.42 FEET; THENCE, NORTH 28°04'26" WEST, A DISTANCE OF 900.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 64° 24' 30", HAVING A RADIUS OF 948.00 FEET, HAVING AN ARC DISTANCE OF 1065.68 FEET

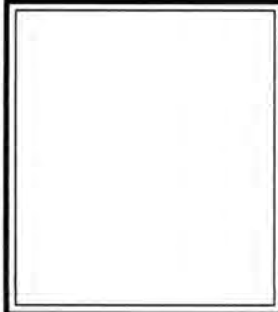
CONTINUED ON SHEET 2

SHEET 1 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



DATE	05/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

CONTINUED FROM SHEET 1

;THENCE, NORTH 36°20'04" EAST, A DISTANCE OF 315.01 FEET; THENCE, NORTH 53°39'56" WEST, A DISTANCE OF 5.00 FEET; THENCE TO THE NORTH LINE OF SAID PLAT OF AVENIR, NORTH 36°20'04" EAST, A DISTANCE OF 80.00 FEET; THENCE ALONG SAID NORTH LINE, SOUTH 53°39'56" EAST, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 36°20'04" WEST, A DISTANCE OF 80.00 FEET; THENCE, NORTH 53°39'56" WEST, A DISTANCE OF 23.00 FEET; THENCE, SOUTH 36°20'04" WEST, A DISTANCE OF 315.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 64° 24' 30", HAVING A RADIUS OF 936.00 FEET, HAVING AN ARC DISTANCE OF 1052.19 FEET; THENCE, SOUTH 28°04'26" EAST, A DISTANCE OF 900.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29° 45' 14", HAVING A RADIUS OF 1355.00 FEET, HAVING AN ARC DISTANCE OF 703.66 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 1666.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22° 45' 14", HAVING A RADIUS OF 1075.00 FEET, HAVING AN ARC DISTANCE OF 426.92 FEET; THENCE, SOUTH 24°26'03" WEST, A DISTANCE OF 309.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23° 12' 17", HAVING A RADIUS OF 945.00 FEET, HAVING AN ARC DISTANCE OF 382.72 FEET; THENCE, SOUTH 01°13'45" WEST, A DISTANCE OF 2770.92 FEET; THENCE, SOUTH 01°13'31" WEST, A DISTANCE OF 3870.42 FEET; THENCE, NORTH 75°19'58" WEST, A DISTANCE OF 7.21 FEET; THENCE, NORTH 43°20'53" WEST, A DISTANCE OF 7.11 FEET TO THE POINT OF BEGINNING.

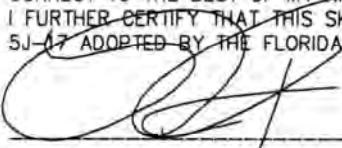
CONTAINING 151,999 SQUARE FEET, 3.489 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

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 43°20'53" EAST ALONG THE NORTH LINE OF TRACT R3, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 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 12



CAULFIELD & WHEELER, INC.

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7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
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**COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

DATE	05/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

SEE SHEET 4

CDD EASEMENT, SUBJECT TO RESERVATIONS AS RECORDED IN OFFICIAL RECORDS BOOK 30087, PAGE 1697, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

CONSERVATION AREA TRACT C-1 (PB 127, PG. 85)

TRACT A

FSE

10' UE

AVENIR PUMP STATION (PB 133, PG. 6)

N43°20'53"W 28.50'

N01°13'31"E 3759.14'

S01°13'31"W 3770.02'

S88°46'29"E 10.00'

S01°13'31"W 11.45'

N43°20'53"W 2.85'

POINT OF BEGINNING NW CORNER TRACT R3

POINT OF COMMENCEMENT NE CORNER TRACT R3

S43°20'53"E 185.25'

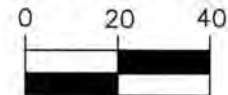
POINT OF BEGINNING S43°20'53"E 4.27'

N01°13'31"E 3863.68'

S01°13'31"W 3870.42'



GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.

LEGEND:

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

TRACT RW

1113.22'

N01°13'31"E

COCONUT BOULEVARD (PB 127, PG. 85) TRACT "R3"

NORTH LINE OF TRACT R3 (BEARING BASIS)

N75°19'58"W 7.21'

N43°20'53"W 7.11'

AVENIR SITE PLAN 3 - POD 7 (PB 131, PG. 139)

SHEET 3 OF 12



CAULFIELD & WHEELER, INC.

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COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

DATE 05/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

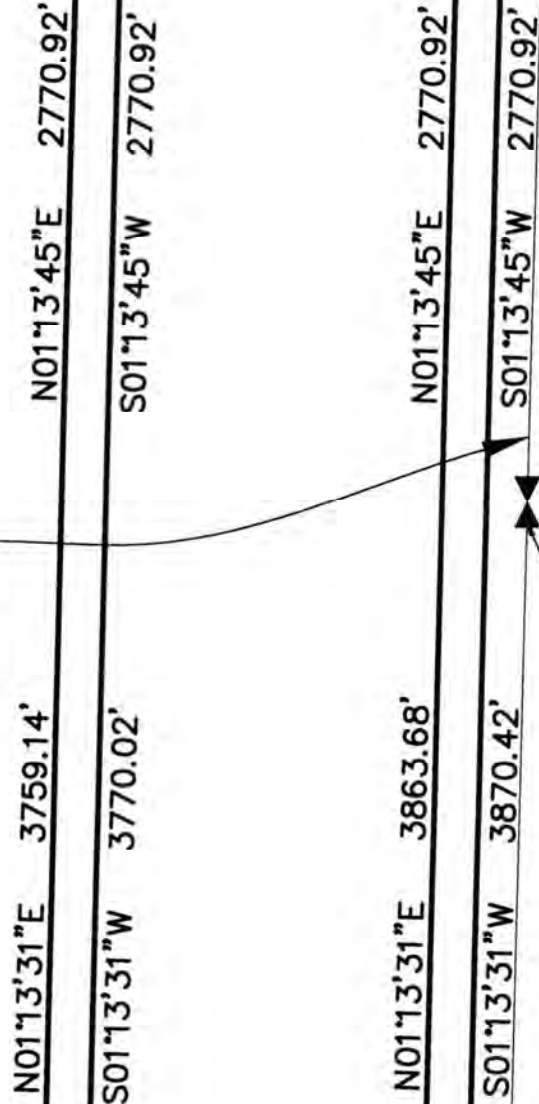
SEE SHEET 5

CONSERVATION AREA
TRACT C-1
(PB 127, PG, 85)

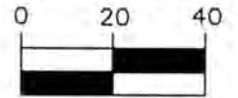
CDD EASEMENT, SUBJECT
TO RESERVATIONS AS
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RECORDS BOOK 30087,
PAGE 1697, PUBLIC
RECORDS OF PALM
BEACH COUNTY, FLORIDA

LEGEND:

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



GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.



EAST 1/4 CORNER
SECTION 4

SEE SHEET 3

SHEET 4 OF 12



CAULFIELD & WHEELER, INC.
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COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

DATE	05/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

SEE SHEET 6

LEGEND:

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

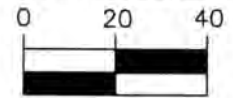
CONSERVATION AREA
TRACT C-1
(PB 127, PG. 85)



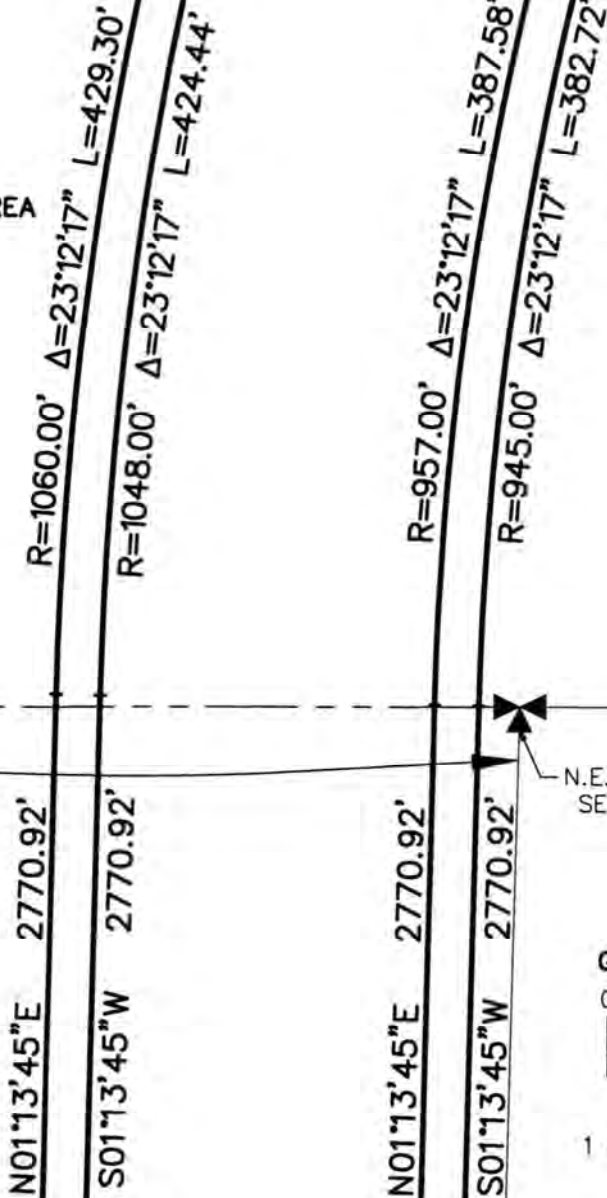
CDD EASEMENT, SUBJECT
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RECORDED IN OFFICIAL
RECORDS BOOK 30087,
PAGE 1697, PUBLIC
RECORDS OF PALM
BEACH COUNTY, FLORIDA

N.E. CORNER
SECTION 4

GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.



SEE SHEET 4

SHEET 5 OF 12



CAULFIELD & WHEELER, INC.
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COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

DATE	05/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

LEGEND:

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

SEE SHEET 7

CONSERVATION AREA
TRACT C-1
(PB 127, PG, 85)

CDD EASEMENT, SUBJECT
TO RESERVATIONS AS
RECORDED IN OFFICIAL
RECORDS BOOK 30087,
PAGE 1697, PUBLIC
RECORDS OF PALM
BEACH COUNTY, FLORIDA

$R=1060.00'$ $\Delta=23^{\circ}12'17''$ $L=429.30'$
 $R=1048.00'$ $\Delta=23^{\circ}12'17''$ $L=424.44'$

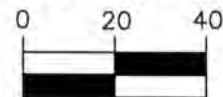
$R=957.00'$
 $\Delta=23^{\circ}12'17''$
 $L=387.58'$

$R=945.00'$
 $\Delta=23^{\circ}12'17''$
 $L=382.72'$

SEE SHEET 5



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

SHEET 6 OF 12



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
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 7900 GLADES ROAD - SUITE 100
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COCONUT BOULEVARD
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION

DATE 05/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

SEE SHEET 8

LEGEND:

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

CONSERVATION AREA TRACT C-1
(PB 127, PG. 85)

CDD EASEMENT, SUBJECT TO RESERVATIONS AS RECORDED IN OFFICIAL RECORDS BOOK 30087, PAGE 1697, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

$R=960.00'$ $\Delta=22^{\circ}45'14''$ $L=381.25'$
 $R=972.00'$ $\Delta=22^{\circ}45'14''$ $L=386.01'$

$R=1063.00'$ $\Delta=22^{\circ}45'14''$ $L=422.15'$
 $R=1075.00'$ $\Delta=22^{\circ}45'14''$ $L=426.92'$

$N24^{\circ}26'03''E$
309.77'

309.77'
 $S24^{\circ}26'03''W$

$N24^{\circ}26'03''E$
309.77'

$S24^{\circ}26'03''W$
309.77'

SEE SHEET 6

SHEET 7 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

DATE 05/02/2024

DRAWN BY RLF

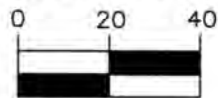
F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**COCONUT BOULEVARD
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION**

GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.



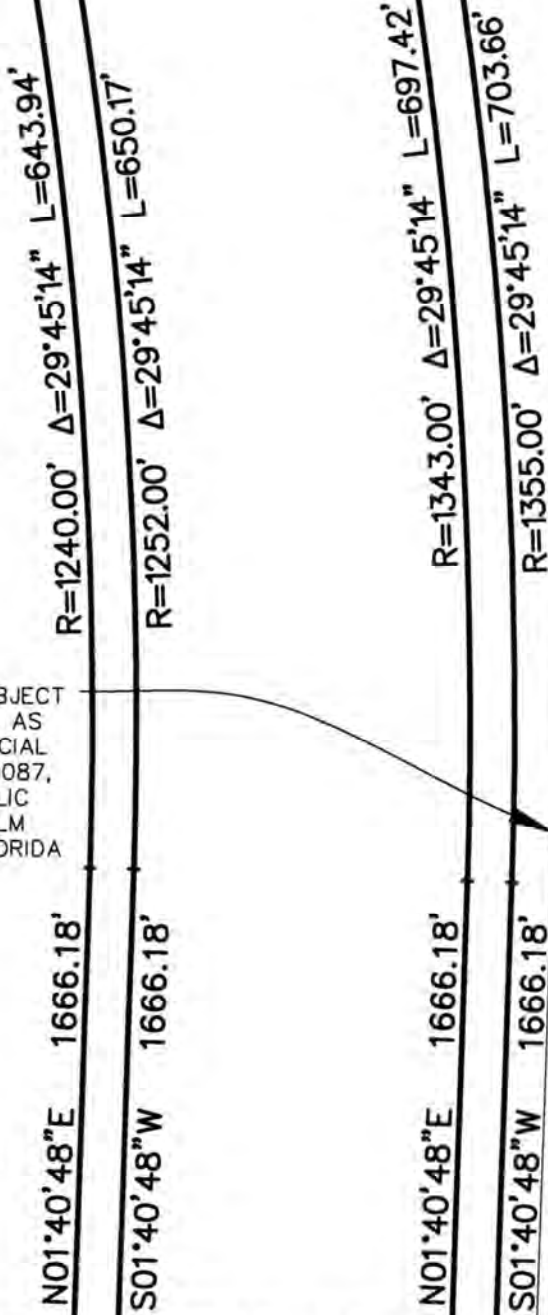
SEE SHEET 9

CONSERVATION AREA
TRACT C-1
(PB 127, PG, 85)

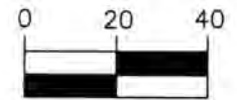
CDD EASEMENT, SUBJECT
TO RESERVATIONS AS
RECORDED IN OFFICIAL
RECORDS BOOK 30087,
PAGE 1697, PUBLIC
RECORDS OF PALM
BEACH COUNTY, FLORIDA

LEGEND:

- 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.

SEE SHEET 7

SHEET 8 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

DATE 05/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

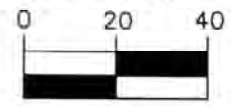
JOB NO. 7955

COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

SEE SHEET 10



GRAPHIC SCALE



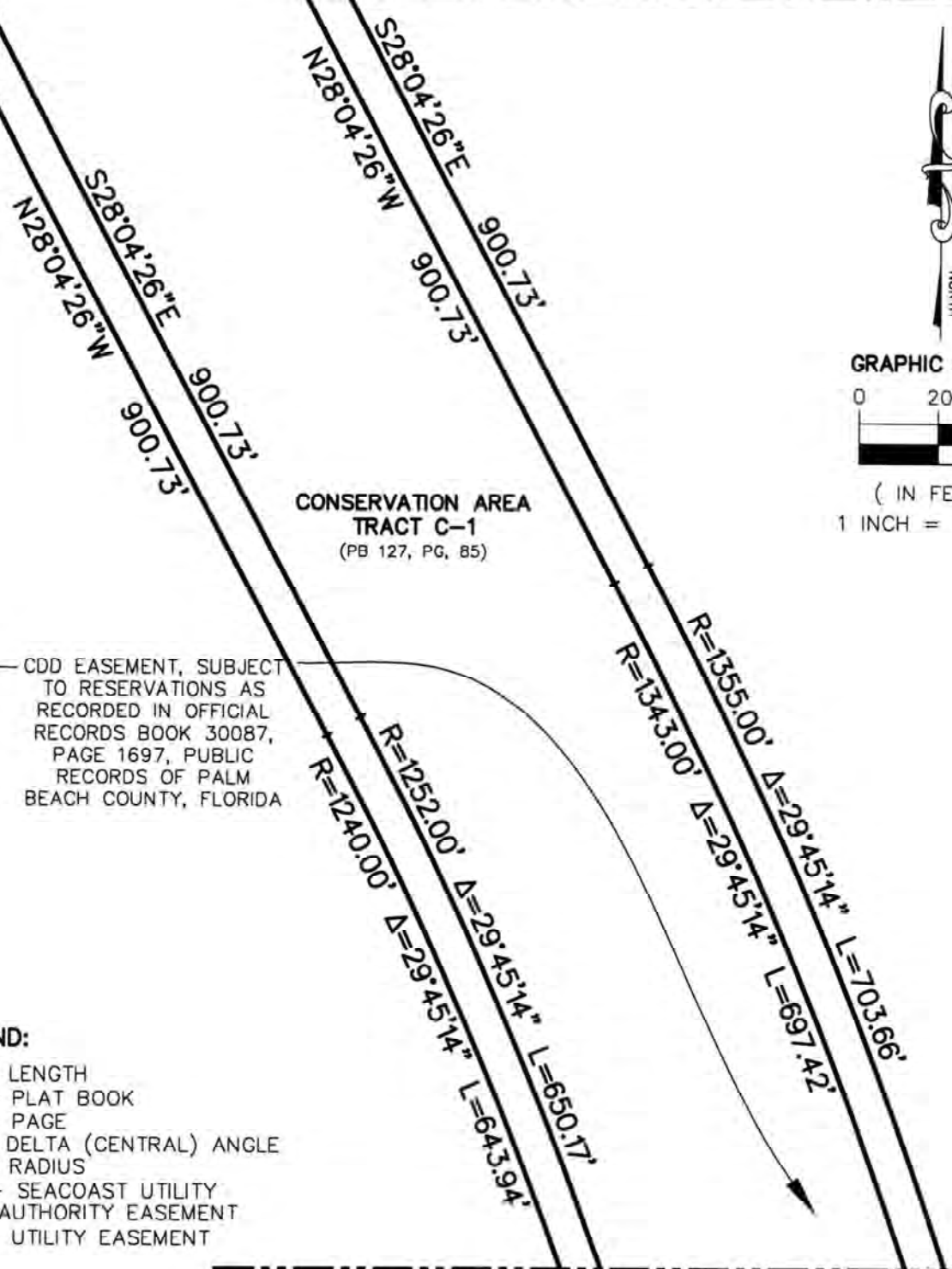
(IN FEET)
1 INCH = 40 FT.

CONSERVATION AREA
TRACT C-1
(PB 127, PG. 85)

CDD EASEMENT, SUBJECT
TO RESERVATIONS AS
RECORDED IN OFFICIAL
RECORDS BOOK 30087,
PAGE 1697, PUBLIC
RECORDS OF PALM
BEACH COUNTY, FLORIDA

LEGEND:

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



SEE SHEET 8

SHEET 9 OF 12

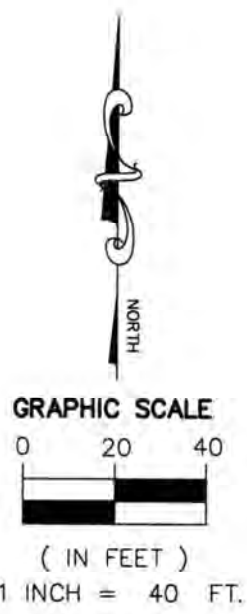
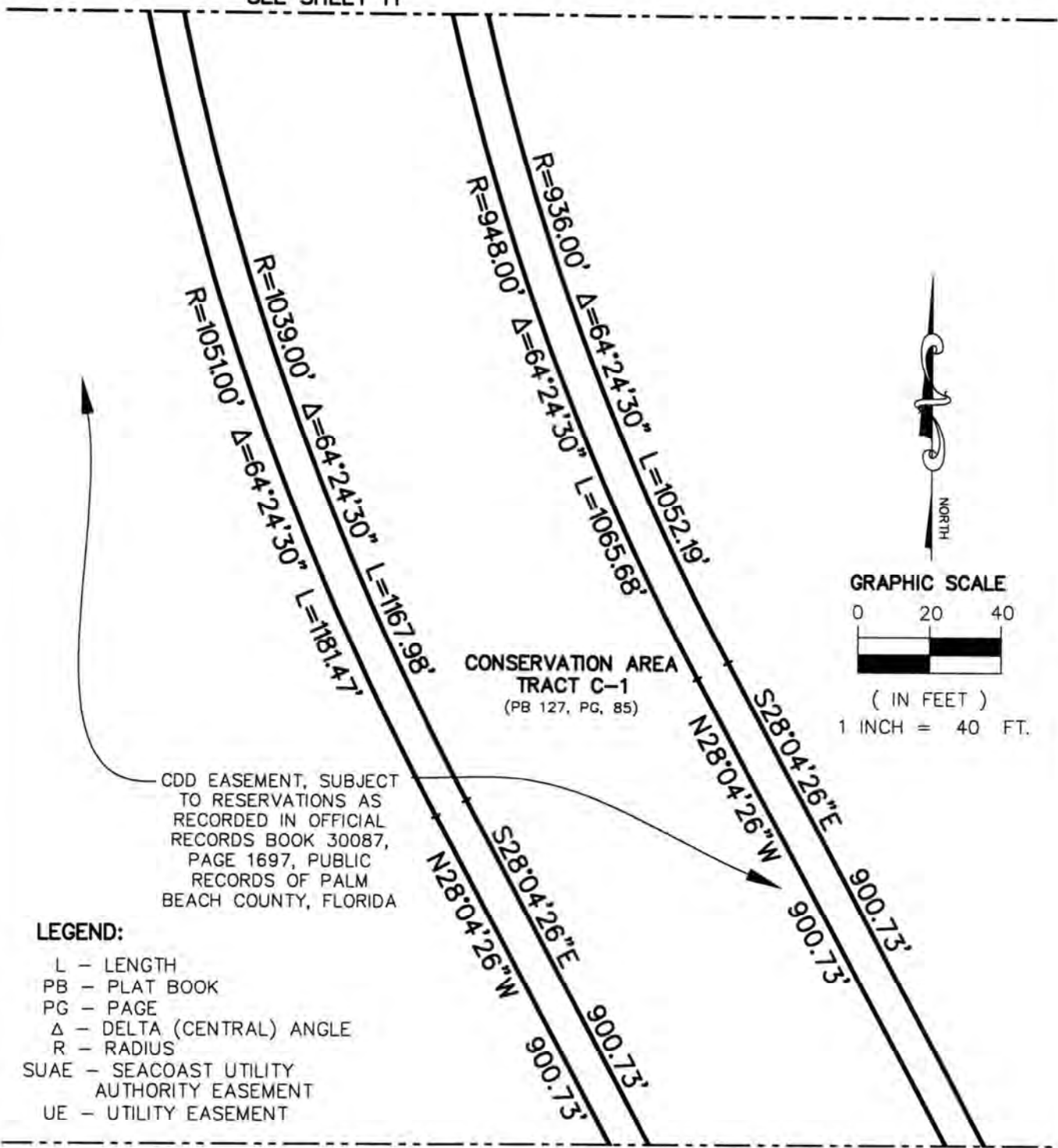


CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	05/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

SEE SHEET 11



CDD EASEMENT, SUBJECT TO RESERVATIONS AS RECORDED IN OFFICIAL RECORDS BOOK 30087, PAGE 1697, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

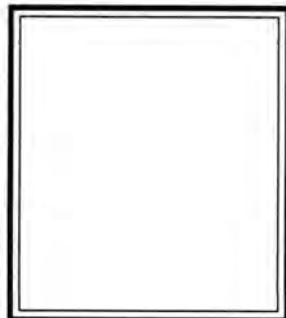
LEGEND:

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

SEE SHEET 9

SHEET 10 OF 12

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
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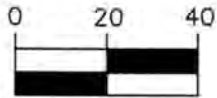


DATE	05/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**COCONUT BOULEVARD
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION**



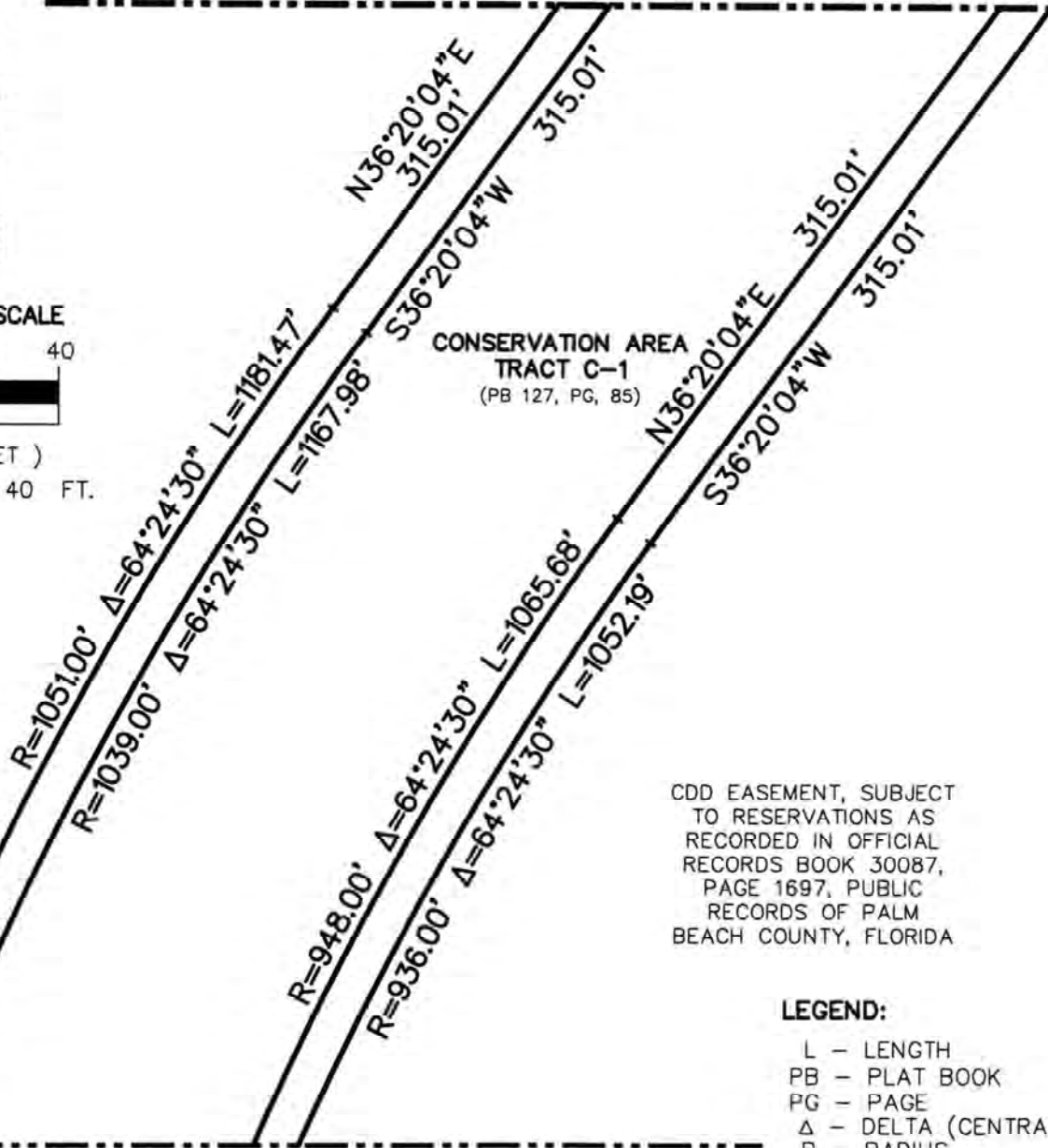
GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

SEE SHEET 12



CONSERVATION AREA
TRACT C-1
(PB 127, PG, 85)

CDD EASEMENT, SUBJECT
TO RESERVATIONS AS
RECORDED IN OFFICIAL
RECORDS BOOK 30087,
PAGE 1697, PUBLIC
RECORDS OF PALM
BEACH COUNTY, FLORIDA

LEGEND:

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

SEE SHEET 10

SHEET 11 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

**COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

DATE 05/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

SEABAORD AIR LINE RAILROAD
 CSX RALIROAD
 (RIGHT-OF-WAY)

35' FPL EASEMENT
 (ORB 6633, PG 1635)

NORTH LINE OF AVENIR
 (PB 127, PG 85)

CDD EASEMENT, SUBJECT
 TO RESERVATIONS AS
 RECORDED IN OFFICIAL
 RECORDS BOOK 30087,
 PAGE 1697, PUBLIC
 RECORDS OF PALM
 BEACH COUNTY, FLORIDA

N53°39'56"W
 18.00'

N53°39'56"W
 10.00'

N53°39'56"W
 5.00'

N53°39'56"W
 23.00'

CONSERVATION AREA
 TRACT C-1
 (PB 127, PG, 85)

N36°20'04"E 315.01'
 S36°20'04"W 315.01'

N36°20'04"E 315.01'
 S36°20'04"W 315.01'

N36°20'04"E
 80.00'

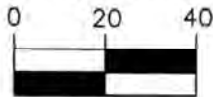
S53°39'56"E
 40.00'

S36°20'04"W
 80.00'



SEE SHEET 11

GRAPHIC SCALE



(IN FEET)

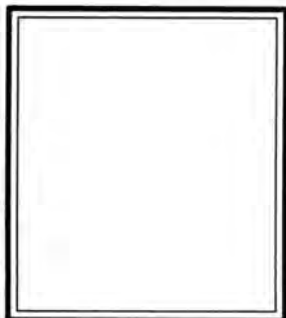
1 INCH = 40 FT.

LEGEND:

- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PG - PAGE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

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



DATE	05/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**COCONUT BOULEVARD
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION**



CAULFIELD & WHEELER INC.
Consulting Engineers, Surveyors, & Landscape Architects

Celebrating
40
years

Engineering: EB0003591
Surveying: LB0003591
Landscape Architecture: LC0000318

April 5, 2024

Proposal #04-24-038

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 DIVOSTA FINAL CLOSING – LAKE INTERCONNECT DEDICATION" 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 DIVOSTA FINAL CLOSING – LAKE INTERCONNECT DEDICATION". The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). SKETCH OF DESCRIPTION FOR AVENIR DIVOSTA FINAL CLOSING – LAKE INTERCONNECT DEDICATION

Consultant shall prepare two sketch and legal descriptions for the proposed "AVENIR – DIVOSTA FINAL CLOSING – LAKE INTERCONNECT DEDICATION", 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.....\$2,800.00

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 #04-24-038
Avenir Community Development District

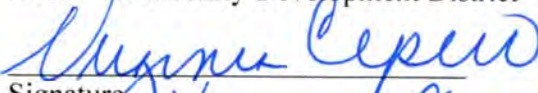
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District


Signature

Print Name Virginia Cepero

Title CFO

Date 4/15/24

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



DATE	04/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

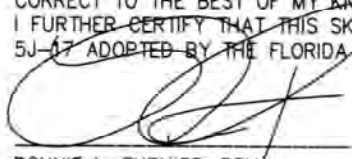
**AVENIR SITE PLAN 2 – POD 5
 TRACT LM4
 SKETCH OF DESCRIPTION**

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

DATE 04/02/2024

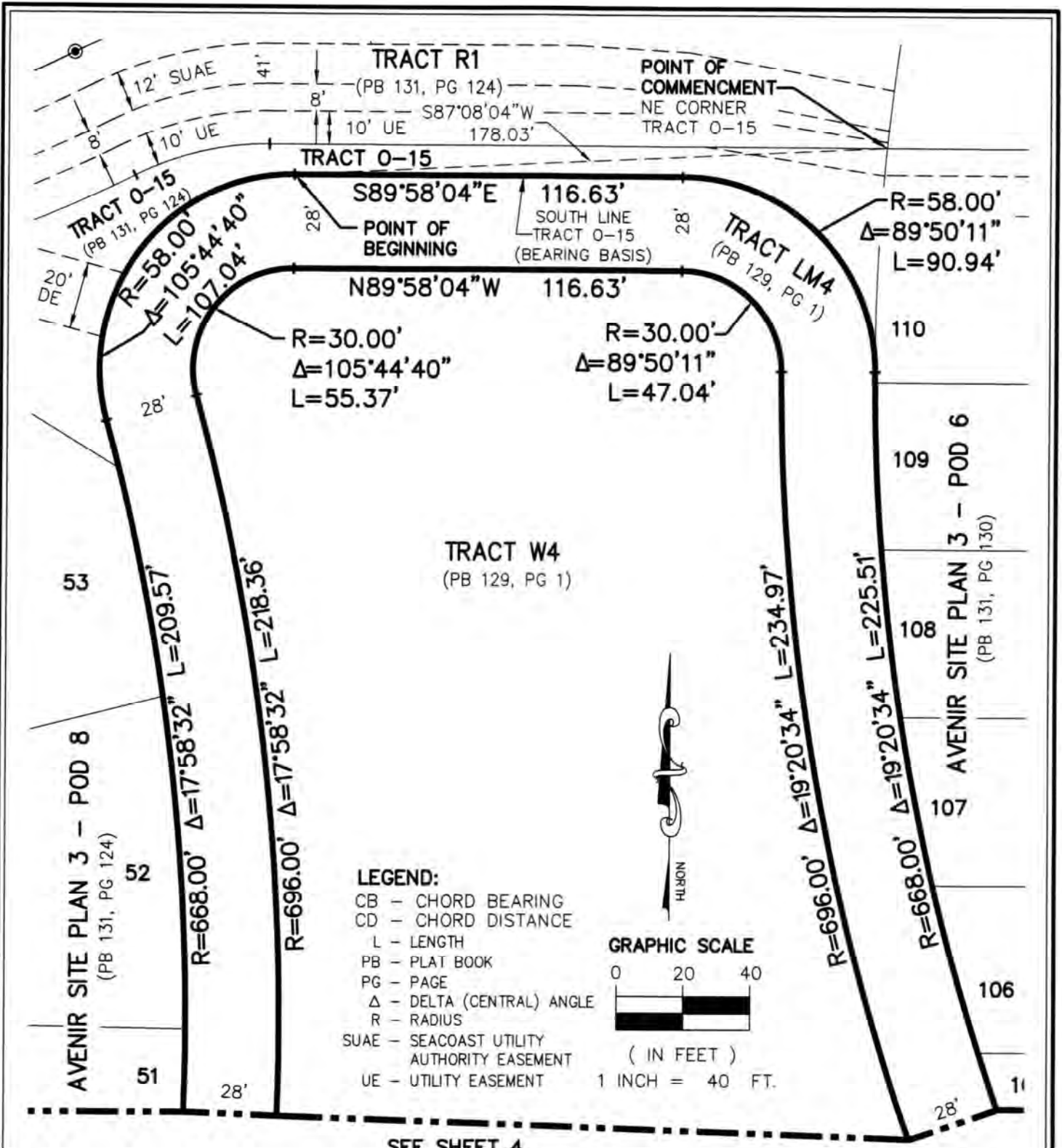
DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**AVENIR SITE PLAN 2 - POD 5
TRACT LM4
SKETCH OF DESCRIPTION**



SEE SHEET 4

SHEET 3 OF 5

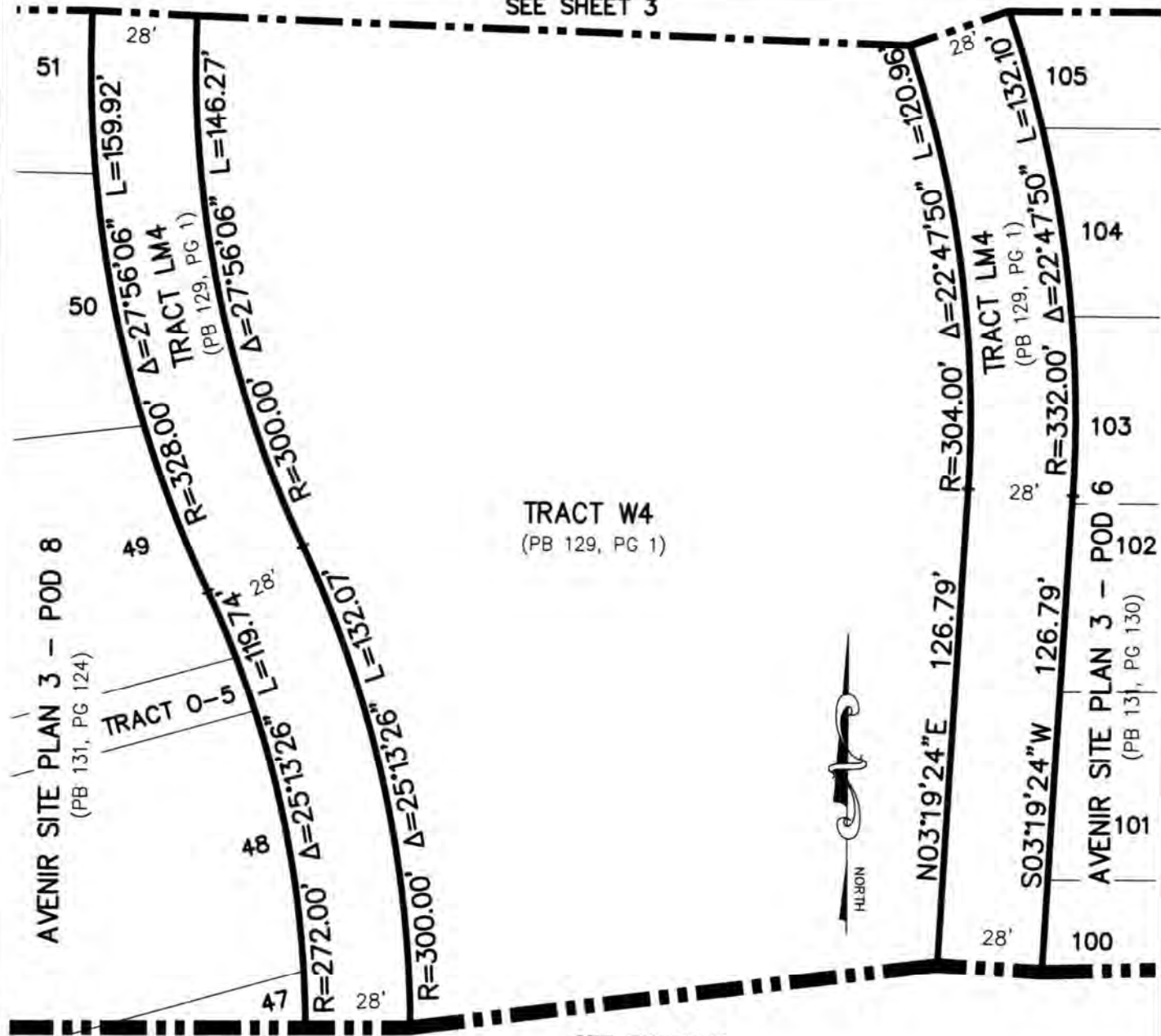
CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

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



TRACT W4
(PB 129, PG 1)

TRACT LM4
(PB 129, PG 1)

AVENIR SITE PLAN 3 - POD 8
(PB 131, PG 124)

TRACT O-5

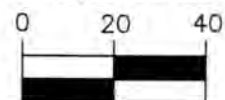
AVENIR SITE PLAN 3 - POD 6
(PB 131, PG 130)

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 5

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

DATE 04/02/2024

DRAWN BY RLF

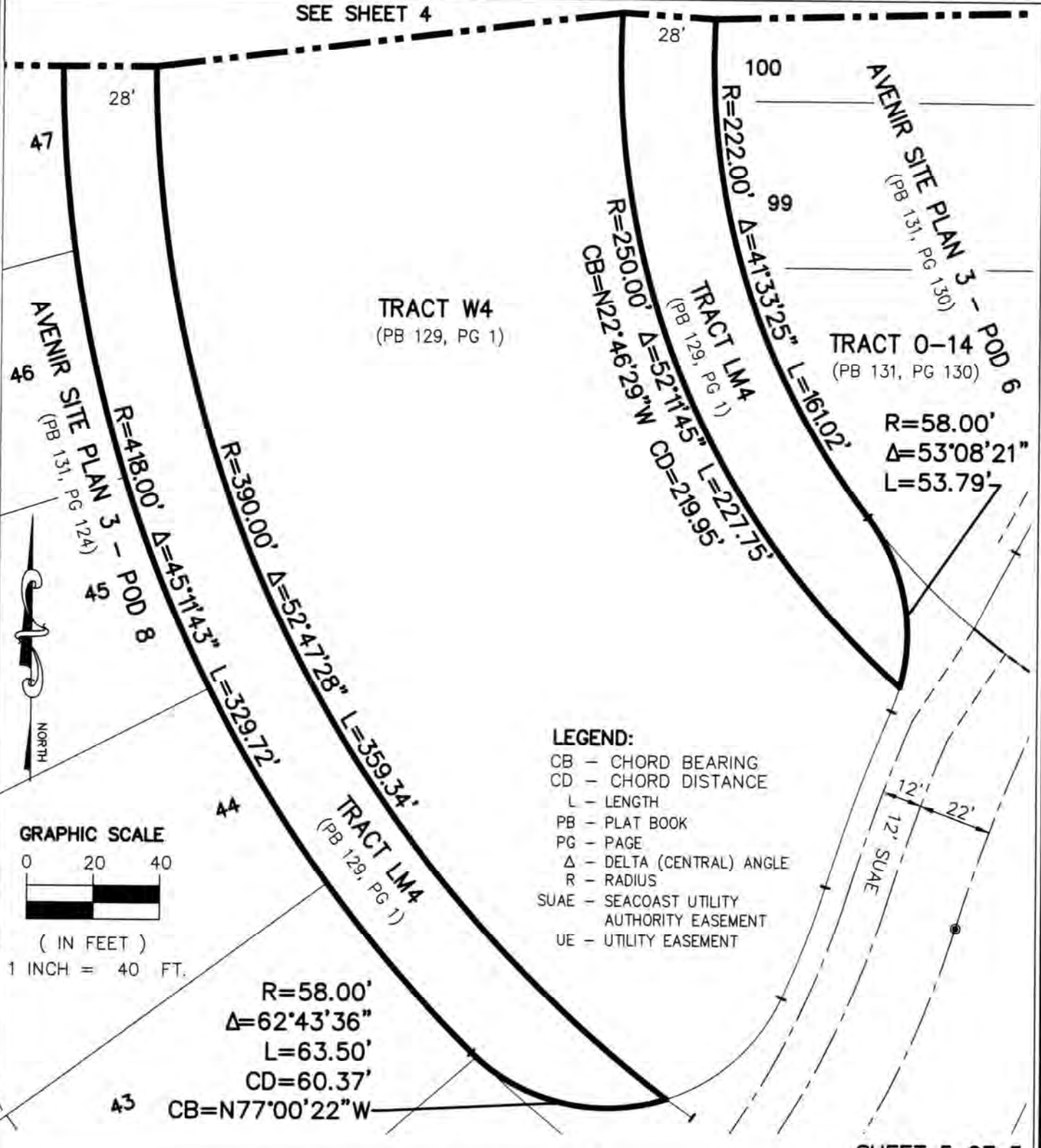
F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**AVENIR SITE PLAN 2 - POD 5
 TRACT LM4
 SKETCH OF DESCRIPTION**

SEE SHEET 4



TRACT W4
(PB 129, PG 1)

TRACT LM4
(PB 129, PG 1)

TRACT 0-14
(PB 131, PG 130)

AVENIR SITE PLAN 3 - POD 8
(PB 131, PG 124)

AVENIR SITE PLAN 3 - POD 6
(PB 131, PG 130)

R=58.00'
Δ=53°08'21"
L=53.79'

R=390.00' Δ=52°47'28" L=329.72'
TRACT LM4
(PB 129, PG 1)

R=250.00' Δ=52°11'45" L=227.75'
CB=N22°46'29"W CD=219.95'

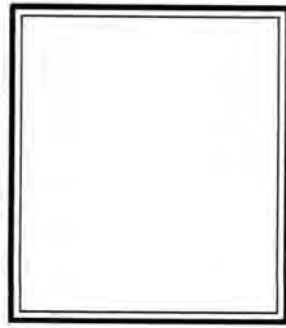
R=58.00'
Δ=62°43'36"
L=63.50'
CD=60.37'
CB=N77°00'22"W

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
 0 20 40
 (IN FEET)
 1 INCH = 40 FT.

SHEET 5 OF 5

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



DATE	04/02/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR SITE PLAN 2 - POD 5
TRACT LM4
SKETCH OF DESCRIPTION

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.

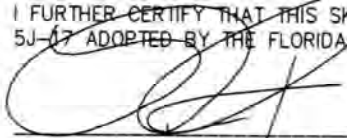
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

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

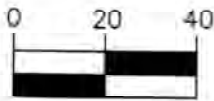


CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	04/01/2024
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

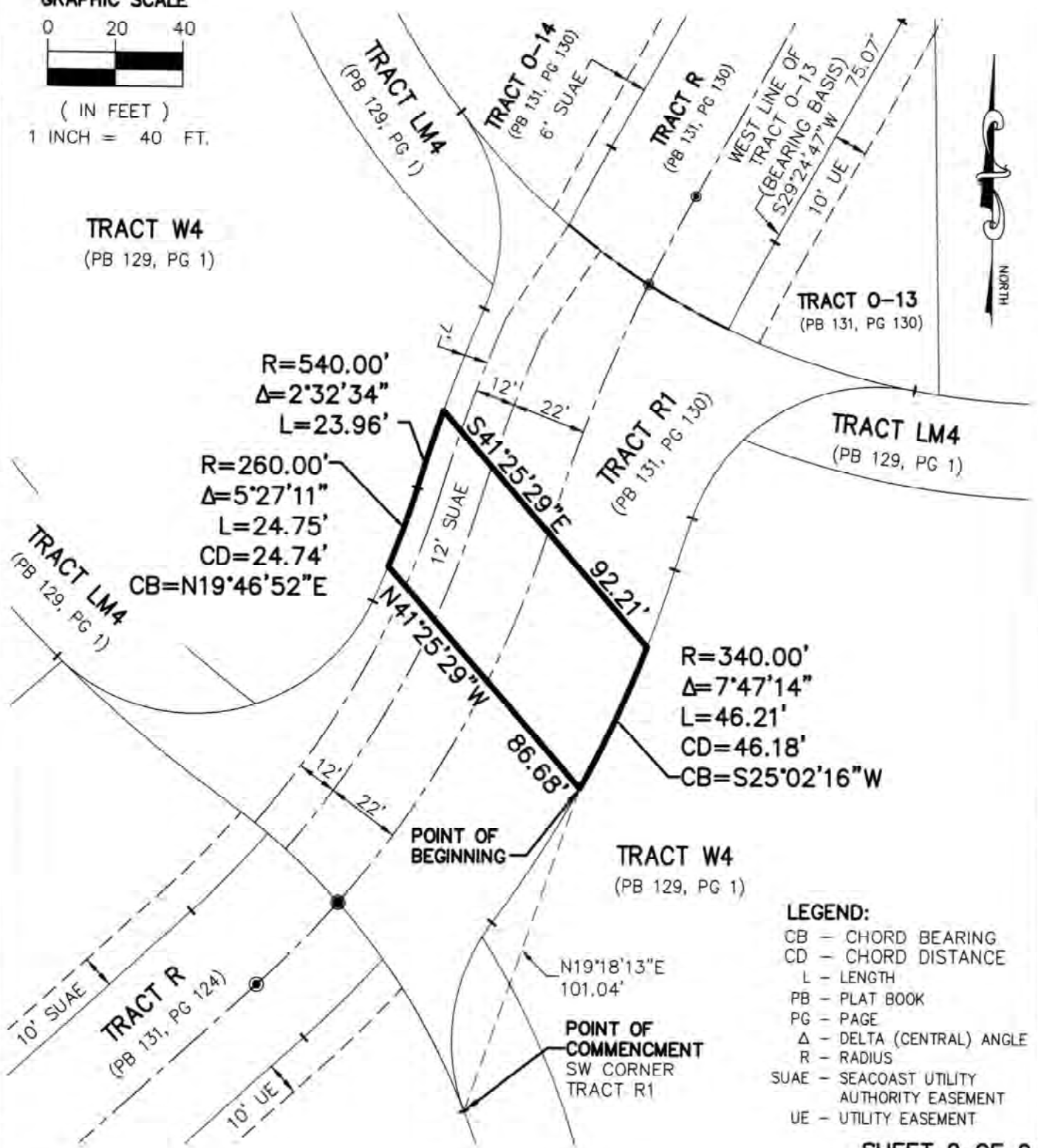
**AVENIR SITE PLAN 3 – POD 6
CDD LAKE INTERCONNECT
SKETCH OF DESCRIPTION**

GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.

TRACT W4
(PB 129, PG 1)



$R=540.00'$
 $\Delta=2^{\circ}32'34''$
 $L=23.96'$

$R=260.00'$
 $\Delta=5^{\circ}27'11''$
 $L=24.75'$
 $CD=24.74'$
 $CB=N19^{\circ}46'52''E$

$R=340.00'$
 $\Delta=7^{\circ}47'14''$
 $L=46.21'$
 $CD=46.18'$
 $CB=S25^{\circ}02'16''W$

- 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:

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

DATE 04/01/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

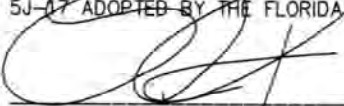
AVENIR SITE PLAN 3 – POD 7
TRACT LM
SKETCH OF DESCRIPTION

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

DATE 04/01/2024

DRAWN BY RLF

F.B./ PG. N/A

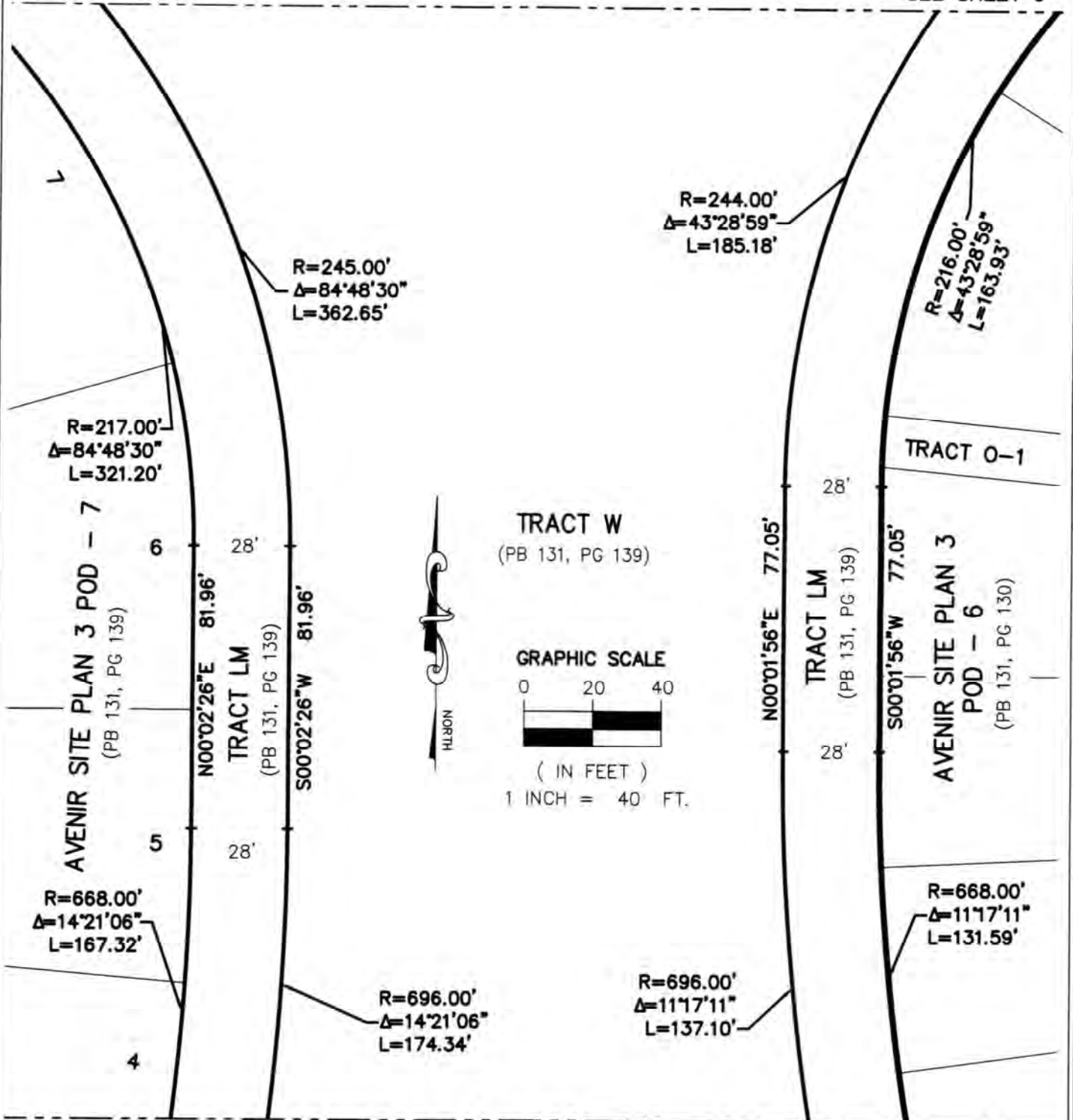
SCALE AS SHOWN

JOB NO. 7955

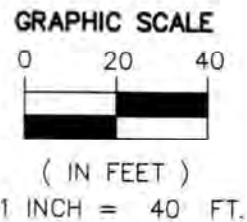
**AVENIR SITE PLAN 3 - POD 7
TRACT LM
SKETCH OF DESCRIPTION**

SEE SHEET 5

SEE SHEET 6



TRACT W
(PB 131, PG 139)



SEE SHEET 3

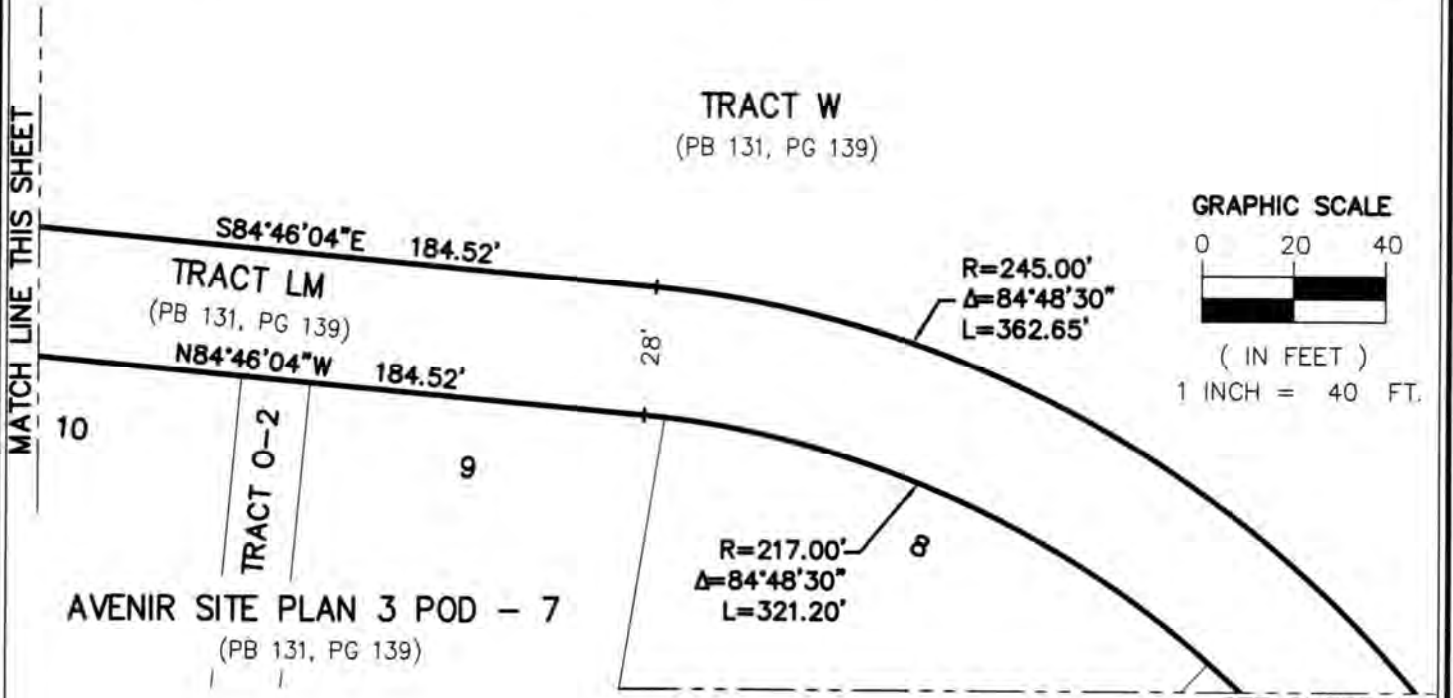
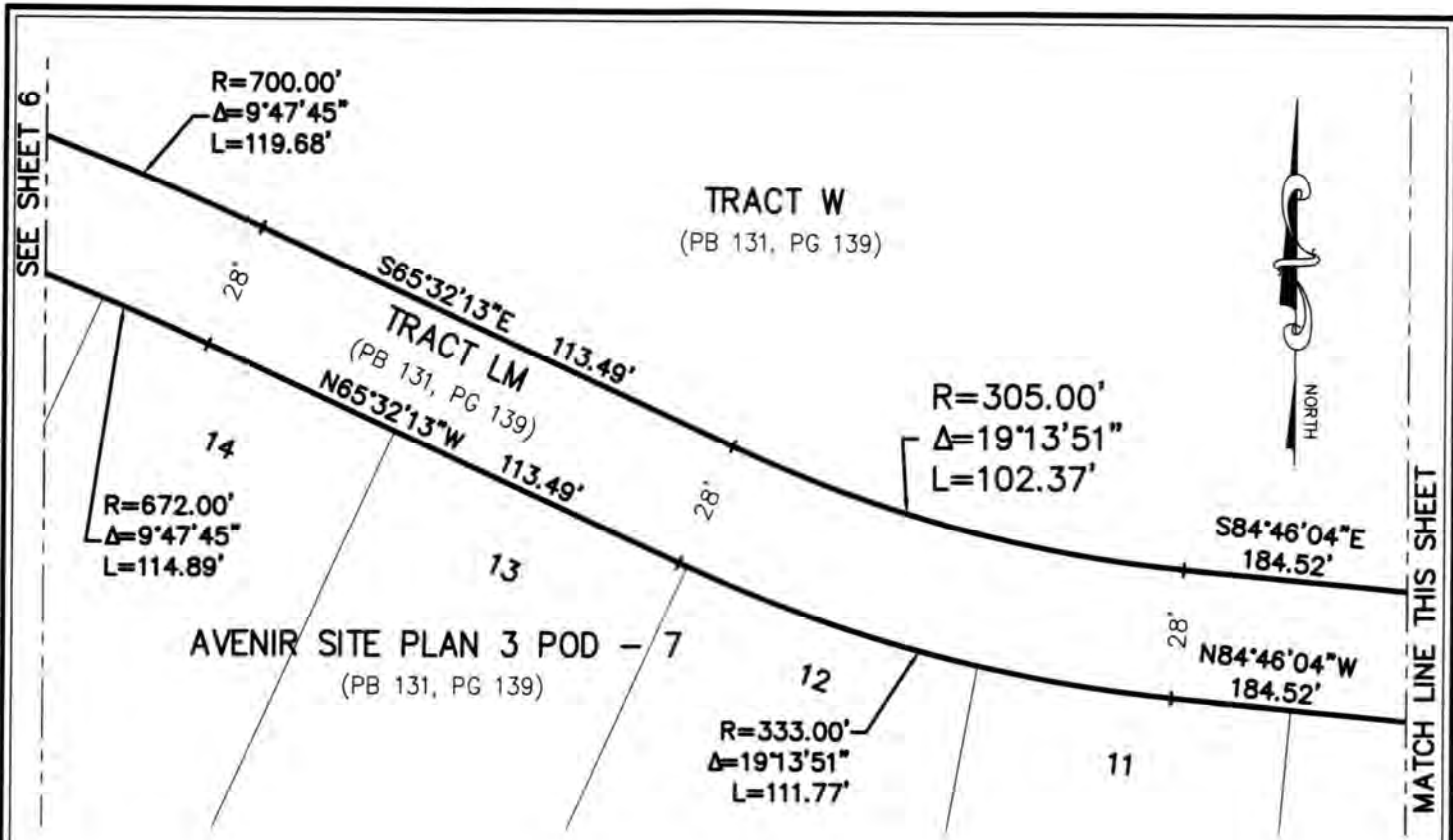
SHEET 4 OF 6

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 5 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

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



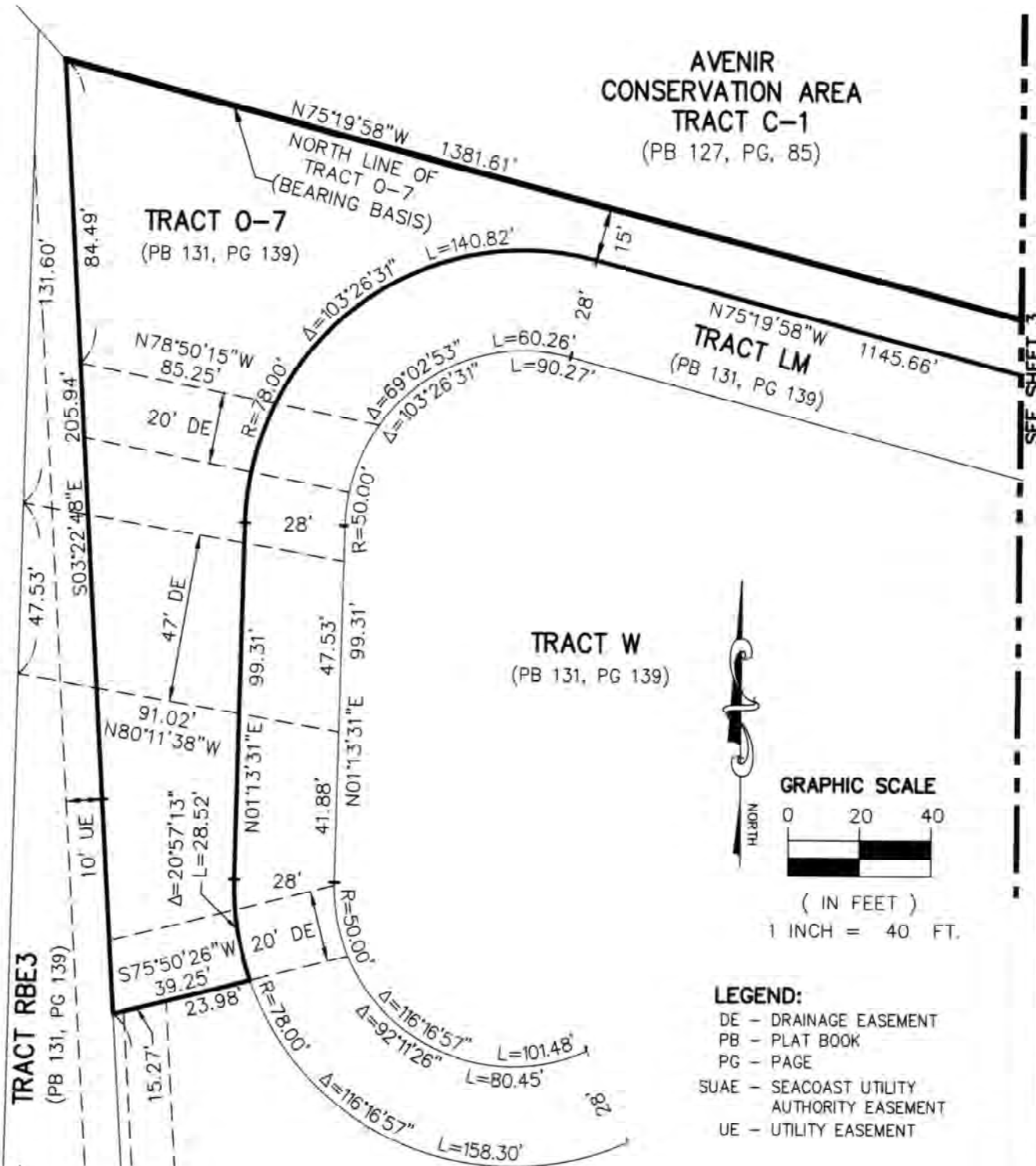
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



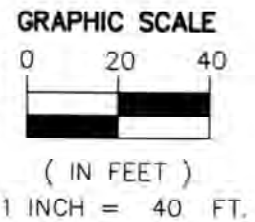
DATE	04/01/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR SITE PLAN 3 - POD
TRACT 0-7
SKETCH OF DESCRIPTION**

AVENIR
CONSERVATION AREA
TRACT C-1
(PB 127, PG. 85)



SEE SHEET 3



- LEGEND:**
- DE - DRAINAGE EASEMENT
 - PB - PLAT BOOK
 - PG - PAGE
 - SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT

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'
TRACT O-7
(PB 131, PG 139)

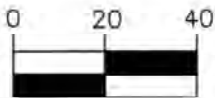
93.00'
S14°40'02"W 115'

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



CAULFIELD & WHEELER INC.
Consulting Engineers, Surveyors, & Landscape Architects

Celebrating
40
years

Engineering: EB0003591
Surveying: LB0003591
Landscape Architecture: LC0000318

April 15, 2024

Proposal #04-24-094

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 "AVENIR TOWN CENTER UTILITY EASEMENTS" project located in the City of Palm Beach Gardens, Palm Beach County, Florida (Job #7955).

Dear Mrs. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR TOWN CENTER UTILITY EASEMENTS" 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 TOWN CENTER UTILITY EASEMENTS

Consultant shall prepare a sketch and legal description for a 10' wide Bypass Road Utility Easement, in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Fee.....\$650.00

2). MISCELLANEOUS SERVICES

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

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

3). GENERAL PROVISIONS

- A. The terms of this agreement shall be effective for one (1) year from the date of execution of this contract and may be renegotiated at the option of the Consultant.
- B. Receipt of this agreement (signed by all parties) shall be considered by Caulfield & Wheeler, Inc. as notice to proceed.
- C. Statements for the professional services rendered by Caulfield & Wheeler, Inc. under this agreement will be invoiced monthly based on a work-in-progress or completed basis and payment is due upon the Client's receipt of the invoice or statement. Invoices not paid within 60 days of the date of the invoice shall be deemed delinquent. Upon any invoice or statement becoming delinquent, Caulfield & Wheeler, Inc. may:
 - 1. Deem this agreement terminated. Caulfield & Wheeler, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or
 - 2. Withhold all work product of Caulfield & Wheeler, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements is received; file lien against the property for all outstanding invoices.

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

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

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

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

Page 4 – April 15, 2024
Proposal #04-24-094
Avenir Community Development District

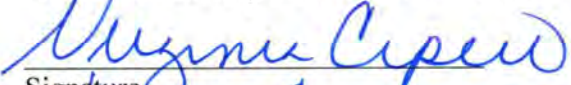
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District



Signature
VIRGINIA CEPERO

Print Name
CHAIR

Title
4/16/24

Date

LEGAL DESCRIPTION:

A PORTION OF TRACT R2 TOGETHER WITH A PORTION OF TRACT B AND TRACT C, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT R2, AVENIR TOWN CENTER PLAT, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT R2, ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28° 42' 10", HAVING A RADIUS OF 261.00 FEET, HAVING AN ARC DISTANCE OF 130.75 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 396.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 64.00 FEET, HAVING AN ARC DISTANCE OF 100.53 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 1197.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 68° 40' 23", HAVING A RADIUS OF 146.00 FEET, HAVING AN ARC DISTANCE OF 174.99 FEET, AND WHOSE LONG CHORD BEARS SOUTH 34° 20' 04" WEST FOR A DISTANCE OF 164.70 FEET; THENCE SOUTH 00° 00' 08" EAST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 79.00 FEET, HAVING AN ARC DISTANCE OF 110.31 FEET; THENCE SOUTH 80° 00' 00" WEST, A DISTANCE OF 146.38 FEET; THENCE SOUTH 49° 41' 04" EAST, A DISTANCE OF 12.99 FEET; THENCE NORTH 80° 00' 00" EAST, A DISTANCE OF 138.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 89.00 FEET, HAVING AN ARC DISTANCE OF 124.27 FEET; THENCE NORTH 00° 00' 08" WEST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67° 53' 36", HAVING A RADIUS OF 136.00 FEET, HAVING AN ARC DISTANCE OF 161.15 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 995.65 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 5.33 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 5.33 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 146.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 09' 46", HAVING A RADIUS OF 74.00 FEET, HAVING AN ARC DISTANCE OF 6.67 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 378.14 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 18.00 FEET; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 389.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 76° 59' 25", HAVING A RADIUS OF 74.00 FEET, HAVING AN ARC DISTANCE OF 99.44 FEET, AND WHOSE LONG CHORD BEARS NORTH 38° 29' 42" EAST FOR A DISTANCE OF 92.12 FEET; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 396.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29° 16' 56", HAVING A RADIUS OF 251.00 FEET, HAVING AN ARC DISTANCE OF 128.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01° 28' 47", HAVING A RADIUS OF 400.00 FEET, HAVING AN ARC DISTANCE OF 10.33 FEET, AND WHOSE LONG CHORD BEARS NORTH 75° 31' 25" WEST FOR A DISTANCE OF 10.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.649 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.

LEGAL DESCRIPTION:

A PORTION OF TRACT R2 TOGETHER WITH A PORTION OF TRACT B AND TRACT C, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT R2, AVENIR TOWN CENTER PLAT, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT R2, ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28° 42' 10", HAVING A RADIUS OF 261.00 FEET, HAVING AN ARC DISTANCE OF 130.75 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 396.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 64.00 FEET, HAVING AN ARC DISTANCE OF 100.53 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 1197.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 68° 40' 23", HAVING A RADIUS OF 146.00 FEET, HAVING AN ARC DISTANCE OF 174.99 FEET, AND WHOSE LONG CHORD BEARS SOUTH 34° 20' 04" WEST FOR A DISTANCE OF 164.70 FEET; THENCE SOUTH 00° 00' 08" EAST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 79.00 FEET, HAVING AN ARC DISTANCE OF 110.31 FEET; THENCE SOUTH 80° 00' 00" WEST, A DISTANCE OF 146.38 FEET; THENCE SOUTH 49° 41' 04" EAST, A DISTANCE OF 12.99 FEET; THENCE NORTH 80° 00' 00" EAST, A DISTANCE OF 138.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 89.00 FEET, HAVING AN ARC DISTANCE OF 124.27 FEET; THENCE NORTH 00° 00' 08" WEST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67° 53' 36", HAVING A RADIUS OF 136.00 FEET, HAVING AN ARC DISTANCE OF 161.15 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 995.65 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 5.33 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 5.33 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 146.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 09' 46", HAVING A RADIUS OF 74.00 FEET, HAVING AN ARC DISTANCE OF 6.67 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 378.14 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 18.00 FEET; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 389.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 76° 59' 25", HAVING A RADIUS OF 74.00 FEET, HAVING AN ARC DISTANCE OF 99.44 FEET, AND WHOSE LONG CHORD BEARS NORTH 38° 29' 42" EAST FOR A DISTANCE OF 92.12 FEET; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 396.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29° 16' 56", HAVING A RADIUS OF 251.00 FEET, HAVING AN ARC DISTANCE OF 128.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01° 28' 47", HAVING A RADIUS OF 400.00 FEET, HAVING AN ARC DISTANCE OF 10.33 FEET, AND WHOSE LONG CHORD BEARS NORTH 75° 31' 25" WEST FOR A DISTANCE OF 10.33 FEET TO THE POINT OF BEGINNING.

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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 TOWN CENTER
UTILITY EASEMENT
SKETCH OF DESCRIPTION**

DATE	4/15/2024
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 90°00'00" WEST ALONG THE NORTH LINE OF TRACT R2, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135 PAGE 141, 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 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.



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



DATE	4/15/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR TOWN CENTER
UTILITY EASEMENT
SKETCH OF DESCRIPTION**

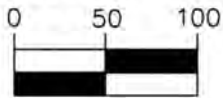
LEGEND

- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS



**AVENIR
PARCEL A-3**
(PB 127, PG 85)

GRAPHIC SCALE

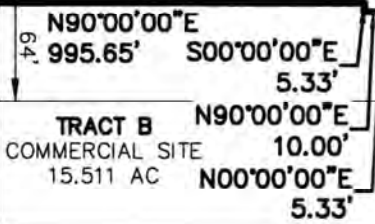


(IN FEET)

1 INCH = 100 FT.
NORTH LINE TRACT R2
(BEARING BASIS)

N90°00'00"W 1197.00'

MATCH LINE SHEET 5



10'

10'

10'

10'

**POINT OF BEGINNING
NORTHWEST CORNER
OF TRACT R2**
(PB 135, PG 141)

R=261.00'
Δ=28°42'10"
L=130.75'

R=251.00'
Δ=29°16'56"
L=128.28'

R=400.00'
Δ=1°28'47"
L=10.33'
CD=10.33'
CB=N75°31'25"W

TRACT R1
(PB 127, PG, 85)

TRACT O-26
(PB 128, PG, 35)

TRACT O-17
(PB 128, PG, 35)

**AVENIR SITE
PLAN 1 - POD 1**
(PB 128, PG 35)

10'

64'

30'

40'

S00°00'00"E 396.85'

N00°00'00"W 396.85'

TRACT R2

-TRACT O-1

R=64.00'
Δ=90°00'00"
L=100.53'

R=74.00'
Δ=76°59'25"
L=99.44'
CD=92.12'
CB=N38°29'42"E

N00°00'00"W 389.74'

S00°00'00"E 378.14'

MATCH LINE SHEET 5

SHEET 3 OF 5



CAULFIELD & WHEELER, INC.

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

DATE 4/15/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**AVENIR TOWN CENTER
UTILITY EASEMENT
SKETCH OF DESCRIPTION**

MATCH LINE SHEET 4

MATCH LINE SHEET 3

AVENIR
PARCEL A-3
(PB 127, PG 85)

N90°00'00"W 1197.00'

N90°00'00"E 995.65'

TRACT R2

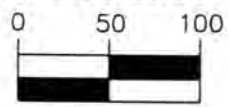
TRACT A
COMMERCIAL SITE
22.541 AC

TRACT R1
2.343 AC

TRACT B
COMMERCIAL SITE
15.511 AC



GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.

LEGEND

- AC - ACRES
- ⊙ - CENTERLINE
- Δ - DELTA CENTRAL ANGLE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS

MATCH LINE SHEET 3

TRACT B
COMMERCIAL SITE
15.511 AC

N90°00'00"W 8.00'

S00°00'00"E 10.00'

N90°00'00"E 18.00'

S00°00'00"E 378.14'

N00°00'00"W 389.74'

TRACT R2
5.212 AC

54'

10' DRAINAGE EASEMENT
(ORB 30647, PG 1781)

TRACT O-1
2.689 AC

TRACT O-17
(PB 128, PG. 35)

AVENIR SITE
PLAN 1 - POD 1
(PB 128, PG 35)

SHEET 5 OF 5



CAULFIELD & WHEELER, INC.

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

DATE	4/15/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR TOWN CENTER
UTILITY EASEMENT
SKETCH OF DESCRIPTION



WR# 12495537

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 10 day of April, 2024 by and between AVENIR COMMUNITY DEVELOPMENT DISTRICT (hereinafter called the Customer) and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Avenir – Phase 6 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 \$131,041.89 (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 \$7,286.41 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 \$123,755.48.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 277/480 volt, three phase (120/240 volt, single phase for URD subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

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

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

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

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

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

Accepted:

For FPL (Date)

Accepted:

Customer

(Date)

Witness

(Date)

Witness

(Date)

Myriam Cepeda 5/12/24



FPL

NOTIFICATION OF FPL FACILITIES

Customer/Agency Avenir Community Development District
 Developer/Contractor Name Ballbé & Associates, Inc.
 Location of Project Coconut Blvd and Bypass Rd
 FPL Representative Victoria Suarez
 Developer/Contractor Representative Carlos Ballbé

Date of Meeting/Contact: 04/10/24
 Project Number/Name: Avenir Spine Road 6
 City: Palm Beach Gardens
 Phone: 561-301-5124
 FPL Work Request #/Work Order #: 12495537 & 12818980 st It

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 ("NEC") 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 NEC 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):

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

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

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

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

E-Mail

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

carlos@baeng.us

Address

FPL Representative Signature

Customer/Developer/Contractor Representative Signature

Date

5/13/24

Date



HSQ GROUP, LLC
Engineers • Planners • Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431
(561) 392-0221 Phone • (561) 392-6458 Fax

March 14, 2024

Virginia Cepero
AVENIR COMMUNITY DEVELOPMENT DISTRICT
550 Biltmore Way, Suite 1110
Miami, FL 33134
Phone: (305) 447-7494
Fax: (561) 828-0440

Supplemental Agreement 16

Re: **Northlake Blvd / 140th Ave Intersection**

Dear MS. Cepero:

The purpose of this Supplemental Agreement is to design the intersection of Northlake Blvd and 140th Avenue intersection.

- 1- Prepare the needed design survey to accomplish the intersection design. The survey limits will be from the north right of way line of Northlake Blvd to 100' south of Hamlin Blvd along 140th Avenue, and from right of way to right of way of 140th Ave. Survey will be used for design only. No survey submittal to the county for review.
- 2- Prepare a master plan so that the intersection will be in compliance with the standards. This task will include the following except the north leg construction plans will be handled by BALLBÉ & ASSOCIATES, INC. However, the geometry of the north leg will be included in this proposal.
 - 2.1 Review documents provided related to the intersection.
 - 2.2 Field reviews.
 - 2.2 Master plan will include two typical sections, one north and one south of the intersection along with the master plan sheets at 1" = 40' scale. Auto Turn simulation will be conducted for the intersection to ensure that the intersection is adequate for the traffic movements. Also, this task requires coordination with Roadway Production and Traffic Division.
- 3- Prepare quantities and cost estimate.
- 4- Drainage Design and analysis
- 5- Utility coordination
- 6- Permitting
 - a- South Florida Water Management District (SFWMD), permit modification.
 - b- Indian Trail Water Management District (ITWCD).
 - c- Palm Beach County Land Development permit.

7- Construction plans

- A- Roadway plans
- B- Signing and pavement marking
- C- Modified signal plans.

8- Construction Engineering Inspection.

- 1- Hold/attend meetings with the contractor.
- 2- Answer RFI's
- 3- Daily field inspection. Based on 5 months of construction
- 5- Hold conference calls with owner, contractor and county.
- 6- Review and approve shop drawings i.e. asphalt mixes, concrete mixes, limerock, drainage items, conduits etc.
- 7- Review and approve monthly pay requests along with construction schedule and progress.
- 8- Prepare daily inspection report
- 9- Review and approve as built provided by the contractor.
- 10- Final walk thru and punch list.
- 11- Prepare and process final certification package with the County.
- 12- Monitor contractor's work and assure that the contractor is conducting inspection, preparing report, and monitoring stormwater pollution prevention measures associated with the project.
- 13- Analyze and help in solving any issues that may arise during construction
- 14- Review work zone traffic control plan implementation and inspection

Activity	Optional services	Basic Services
1- Design survey		\$ 9,274
2 - Master Plan		\$ 15,106
3 - Prepare quantities and cost estimate		\$ 2,074
4 - Drainage Design		\$ 14,560
5 - Utilities coordination		\$ 4,570
6 - Permitting		\$ 11,558
7 - Construction Plans		\$ 65,800
8 - Construction Engineering Inspection	30,959	
TOTAL	30,959	\$ 122,942

TOTAL \$ 153,901

Acceptance of Proposal:

By: **HSQ Group, Inc.**

Signed: Nour Shehadeh

Name: Nour Shehadeh, PE

Title: Vice President

Date: March 14, 2024

**Avenir Community Development
District**

By:

Signed: Virginia Cepero

Name: Virginia Cepero

Title: CHARTER

Date: 4/23/24



HSQ GROUP, LLC
 Engineers • Planners • Surveyors
 1001 Yamato Road, Suite 105
 Boca Raton, Florida 33431
 (561) 392-0221 Phone • (561) 392-6458 Fax

April 22, 2024

Virginia Cepero
AVENIR COMMUNITY DEVELOPMENT DISTRICT
 550 Biltmore Way, Suite 1110
 Miami, FL 33134
 Phone: (305) 447-7494
 Fax: (561) 828-0440

Supplemental Agreement 17

Re: **SE corner of Ibis Blvd and Northlake Blvd**

Dear MS. Cepero:

The purpose of this Supplemental Agreement is to address the installation of the signal foundation at the SE corner of Ibis Blvd and Northlake Blvd. The contractor installed the foundation in a different place than what the plans called for due to utilities.

HSQ Group, LLC involvement was to conduct a field visit, revise the plans to reflect the current condition, apply for permit modification with Palm Beach County Land Development and coordinated directly with the Traffic Division for approval on the changes

This supplemental agreement is a lump sum total of \$7,500.

Acceptance of Proposal:

By: **HSQ Group, Inc.**

Signed: Nour Shehadeh

Name: Nour Shehadeh, PE

Title: Vice President

Date: April 22, 2024

Avenir Community Development District

By:

Signed: Virginia Cepero

Name: Virginia Cepero

Title: CHAIR

Date: 5/1/24

Natural Gas Service Agreement

The applicant named on this front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer:	Avenir Comm Dev. District -E Entrance		Phone:	561-630-4922	
DBA:	Avenir Comm Dev. District -E Entrance				
Service Address:	9106 Coconut Boulevard, Palm Beach Gardens, FL 33412				
Mailing Address:	2501-A Burns Road, Palm Beach Gardens, FL 33410				
Rate Class:	CS	Connect Fee:	\$125.00	Monthly Charge:	\$150.00
Account Deposit:	\$1,590.00	Appliance Conversion Charge:	N/A		

Company contends to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption.

Estimated Annual Usage in Therms: 6,400.00

Gas Appliance(s) Schedule		Description
2.00	Other-1	firebowls

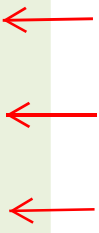
Account Manager:	Mauro Ruini	Phone:	(561) 838-1719
Field Coordinator:	Sean Jackson- WPB	Phone:	(561) 215-0161

This agreement shall not be binding upon Company until approved and accepted on its behalf by one of its representatives in the space provided below, and thereafter shall bind and benefit the parties hereto for the term of () years after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the annual renewal date, their successors and assigns. This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

APPROVED AND ACCEPTED:

By: Mauro Ruini
 Florida Public Utilities Agent's Signature
Mauro Ruini
 Account Manager

By: [Signature]
 Customer's Signature
Jason Pierman, District Manager
 Customer
5/3/24
 Date



Customer elects a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule.
 (Applicable only to Customers Natural Gas Vehicle Service Rates)



Natural Gas Service Terms and Conditions

The appliance names on the front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer and owner agree to permit the Company to install its facilities on the property listed on the first page hereof and to provide Company with egress and ingress to install, maintain or remove its gas line and equipment and to periodically read meter. Customer and owner further agree that all facilities installed by the Company, up to and including the outlet of the gas meter, shall forever remain the property of the Company. Customer, if other than owner of property on which installation is to be made, shall provide Company with either written documentation of property's owner consent for the installation of a natural gas service on the property or have the property owner complete a Property Owner's Consent Form (FPUC Form No. POCF).

Customer agrees to pay Company for all service rendered hereunder at the designated rate as it now or may subsequently be lawfully amended or superseded. If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

No agent or employee of Company has any power to amend or waive any of the provisions of this contract or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. This instrument constitutes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Company in connection with the service hereby covered, which are now or may hereafter be filed with, issued and promulgated by the Florida Public Service Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property incurred, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.



Natural Gas Service Agreement

The applicant named on this front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer:	Avenir Comm Dev. District -W Entrance		Phone:	561-630-4922	
DBA:	Avenir Comm Dev. District -W Entrance				
Service Address:	9105 Coconut Boulevard, Palm Beach Gardens, FL 33412				
Mailing Address:	2501-A Burns Road, Palm Beach Gardens, FL 33410				
Rate Class:	CS	Connect Fee:	\$125.00	Monthly Charge:	\$150.00
Account Deposit:	\$1,590.00	Appliance Conversion Charge:	N/A		

Company contends to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption.

Estimated Annual Usage in Therms: 6,400.00

Gas Appliance(s) Schedule		Description
2.00	Other-1	firebowls

Account Manager:	Mauro Ruini	Phone:	(561) 838-1719
Field Coordinator:	Sean Jackson- WPB	Phone:	(561) 215-0161

This agreement shall not be binding upon Company until approved and accepted on its behalf by one of its representatives in the space provided below, and thereafter shall bind and benefit the parties hereto for the term of () years after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the annual renewal date, their successors and assigns. This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

APPROVED AND ACCEPTED:

By: Mauro Ruini
 Florida Public Utilities Agent's Signature
Mauro Ruini
 Account Manager

By: [Signature]
 Customer's Signature
Jason Pierman, District Manager
 Customer
5/3/24
 Date



Customer elects a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule.
 (Applicable only to Customers Natural Gas Vehicle Service Rates)



Natural Gas Service Terms and Conditions

The appliance names on the front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer and owner agree to permit the Company to install its facilities on the property listed on the first page hereof and to provide Company with egress and ingress to install, maintain or remove its gas line and equipment and to periodically read meter. Customer and owner further agree that all facilities installed by the Company, up to and including the outlet of the gas meter, shall forever remain the property of the Company. Customer, if other than owner of property on which installation is to be made, shall provide Company with either written documentation of property's owner consent for the installation of a natural gas service on the property or have the property owner complete a Property Owner's Consent Form (FPUC Form No. POCF).

Customer agrees to pay Company for all service rendered hereunder at the designated rate as it now or may subsequently be lawfully amended or superseded. If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

No agent or employee of Company has any power to amend or waive any of the provisions of this contract or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. This instrument constitutes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Company in connection with the service hereby covered, which are now or may hereafter be filed with, issued and promulgated by the Florida Public Service Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property incurred, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.





CAULFIELD & WHEELER INC.
Consulting Engineers, Surveyors, & Landscape Architects

Celebrating
40
years

Engineering: EB0003591
Surveying: LB0003591
Landscape Architecture: LC0000318

May 16, 2024

Proposal #05-24-102

Ms. 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 11, PHASE 1 & 2 - SUA EASEMENTS" 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 11, PHASE 1 & 2 – SUA EASEMENTS" 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 11, PHASE 1 & 2
SUA EASEMENTS**

Consultant shall prepare a sketch and legal descriptions for the proposed Avenir Pod 11, Phase 1 & 2 – SUA Easements, 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 – May 16, 2024
Proposal #05-24-102
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

Virginia Ceped
Virginia Ceped
CHAIR
5/16/24

LEGAL DESCRIPTION:

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL, NORTH 66° 04' 03" EAST FOR A DISTANCE OF 347.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID PARCEL, NORTH 66° 04' 03" EAST FOR A DISTANCE OF 644.28 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10° 46' 53", HAVING A RADIUS OF 1830.00 FEET, HAVING AN ARC DISTANCE OF 344.35 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 27' 29" EAST FOR A DISTANCE OF 343.84 FEET; THENCE, NORTH 17° 24' 16" WEST FOR A DISTANCE OF 322.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33° 02' 49", HAVING A RADIUS OF 680.54 FEET, HAVING AN ARC DISTANCE OF 392.52 FEET, AND WHOSE LONG CHORD BEARS NORTH 36° 50' 23" WEST FOR A DISTANCE OF 387.10 FEET TO THE POINT OF REVERSR CURVETURE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12° 40' 43", HAVING A RADIUS OF 816.87 FEET, HAVING AN ARC DISTANCE OF 180.76 FEET, AND WHOSE LONG CHORD BEARS NORTH 47° 48' 39" WEST FOR A DISTANCE OF 180.39 FEET; THENCE, SOUTH 48° 31' 42" WEST FOR A DISTANCE OF 130.00 FEET; THENCE, SOUTH 69° 04' 47" WEST FOR A DISTANCE OF 59.57 FEET; THENCE, SOUTH 43° 49' 56" WEST FOR A DISTANCE OF 91.44 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 26° 27' 08", HAVING A RADIUS OF 185.00 FEET, HAVING AN ARC DISTANCE OF 85.41 FEET; THENCE, NORTH 29° 53' 54" WEST FOR A DISTANCE OF 79.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00° 20' 54", HAVING A RADIUS OF 6061.29 FEET, HAVING AN ARC DISTANCE OF 36.85 FEET, AND WHOSE LONG CHORD BEARS NORTH 27° 36' 39" WEST FOR A DISTANCE OF 36.85 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 86.25 FEET; THENCE, SOUTH 12° 12' 23" EAST FOR A DISTANCE OF 12.50 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 139.80 FEET; THENCE, SOUTH 59° 45' 06" WEST FOR A DISTANCE OF 56.45 FEET; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 180.02 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11° 55' 26", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 41.62 FEET; THENCE, NORTH 08° 35' 50" WEST FOR A DISTANCE OF 95.46 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 116° 13' 31", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 121.71 FEET; THENCE, SOUTH 55° 10' 40" WEST FOR A DISTANCE OF 64.32 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 45' 34", HAVING A RADIUS OF 1444.00 FEET, HAVING AN ARC DISTANCE OF 94.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 79° 27' 30", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 83.21 FEET; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 78.45 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 48' 27", HAVING A RADIUS OF 500.00 FEET, HAVING AN ARC DISTANCE OF 59.41 FEET; THENCE, SOUTH 27° 19' 44" EAST FOR A DISTANCE OF 182.25 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12° 33' 00", HAVING A RADIUS OF 691.00 FEET, HAVING AN ARC DISTANCE OF 151.36 FEET; THENCE, SOUTH 14° 46' 43" EAST FOR A DISTANCE OF 36.20 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 11' 24", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 16.70 FEET; THENCE, SOUTH 11° 35' 19" EAST FOR A DISTANCE OF 100.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 07' 16", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 42.52 FEET; THENCE, SOUTH 19° 42' 35" EAST FOR A DISTANCE OF 102.44 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 124° 09' 02", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 130.01 FEET TO THE BEGINNING OF CURVE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 35' 57", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 53.41 FEET; THENCE, NORTH 66° 44' 20" EAST FOR A DISTANCE OF 68.08 FEET; THENCE, SOUTH 23° 55' 57" EAST FOR A DISTANCE OF 129.81 FEET; THENCE, SOUTH 07° 18' 04" EAST FOR A DISTANCE OF 68.99 FEET; THENCE, SOUTH 39° 04' 11" EAST FOR A DISTANCE OF 31.03 FEET; THENCE, SOUTH 23° 55' 57" EAST FOR A DISTANCE OF 135.66 FEET TO THE POINT OF BEGINNING.

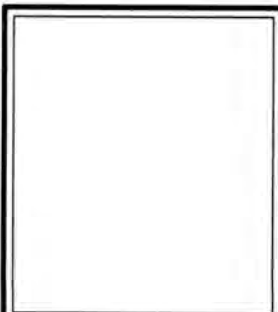
CONTAINING 22.927 ACRES MORE OR LESS.

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

SHEET 1 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 POD - 11
 PHASE 1
 SKETCH OF DESCRIPTION**

DATE	5/16/2024
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 N66°04'03"E ALONG THE SOUTH LINE OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 16, 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 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


RONNIE L. FURNISS PROFESSIONAL SURVEYOR AND MAPPER LS6272 STATE OF FLORIDA L.B. 3591

DATE	5/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR POD - 11
PHASE 1
SKETCH OF DESCRIPTION**

S11°35'19"E
100.73'

R=300.00'
Δ=8°07'16"
L=42.52'

102.44'
S19°42'35"E

R=100.00'
Δ=30°35'57"
L=53.41'

PHASE 1
AVENIR, PARCEL C EDP
ECONOMIC DEVELOPMENT PARCEL
(PB 127, PG 85)

N66°44'20"E
68.08'

R=60.00'
Δ=124°09'02"
L=130.01'

PHASE 2
AVENIR, PARCEL C EDP
ECONOMIC DEVELOPMENT PARCEL
(PB 127, PG 85)

S07°18'04"E
68.99'

S23°55'57"E
129.81'

MATCH LINE SHEET 4

S39°04'11"E
31.03'

S23°55'57"E
135.66'

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF PARCEL C EDP
ECONOMIC DEVELOPMENT PARCEL

N66°04'03"E 347.86'

SOUTH LINE OF PARCEL C EDP
(BEARING BASIS)

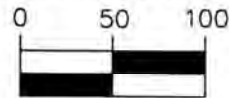
N66°04'03"E 644.28'

POINT OF BEGINNING

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 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 POD - 11
PHASE 1
SKETCH OF DESCRIPTION

DATE	5/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

PHASE 1
AVENIR, PARCEL C EDP
ECONOMIC DEVELOPMENT PARCEL
(PB 127, PG 85)

R=680.54'
Δ=33°02'49"
L=392.52'
CD=387.10'
CB=N36°50'23"W

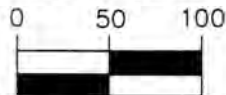
N17°24'16"W 322.84'

N66°04'03"E 644.28' R=1830.00' Δ=10°46'53" L=344.35'
CB=N71°27'29"E CD=343.84'

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 4 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 POD - 11
PHASE 1
SKETCH OF DESCRIPTION

DATE 5/16/2024

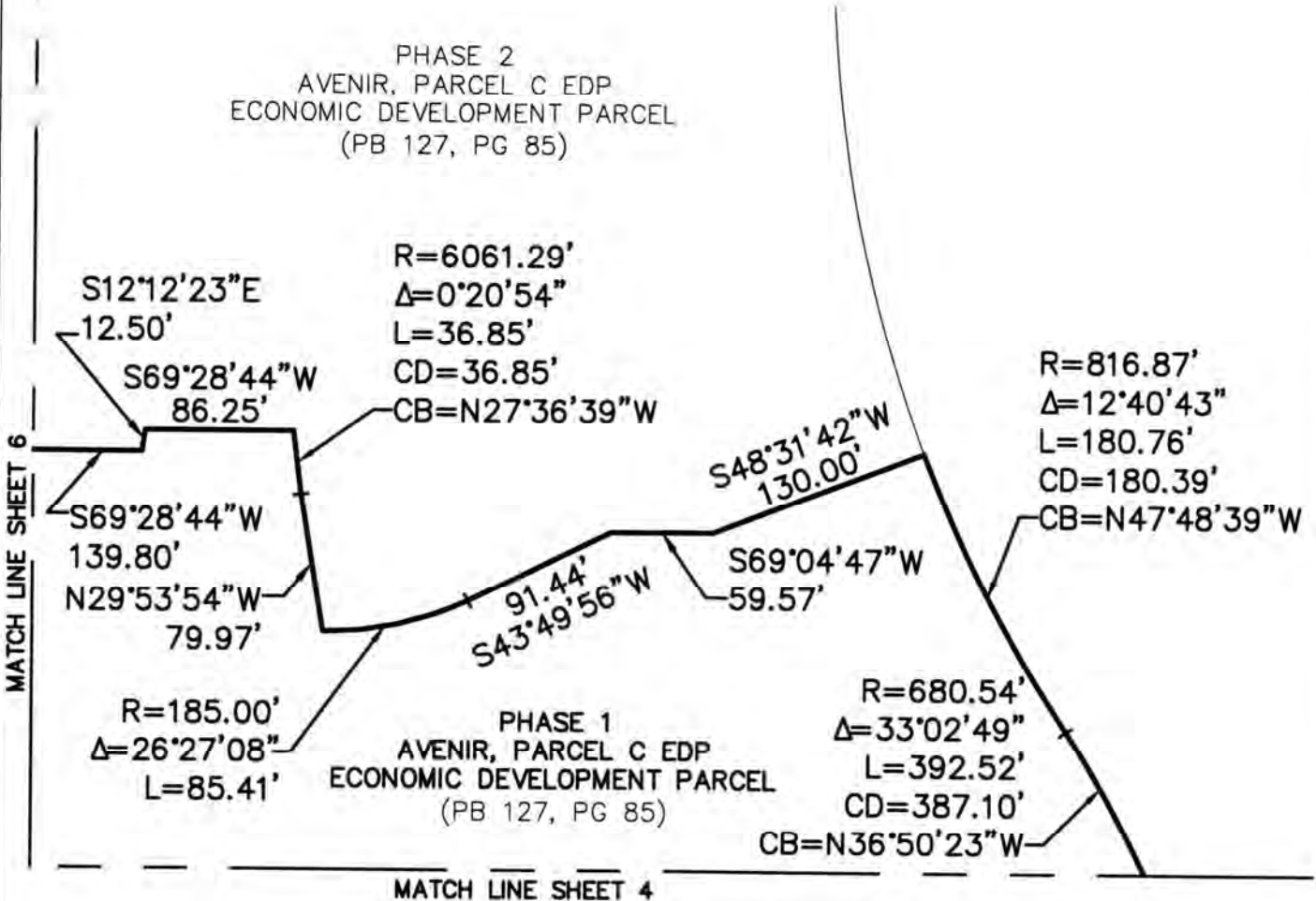
DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

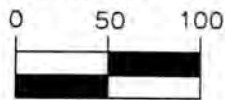
PHASE 2
 AVENIR, PARCEL C EDP
 ECONOMIC DEVELOPMENT PARCEL
 (PB 127, PG 85)



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)

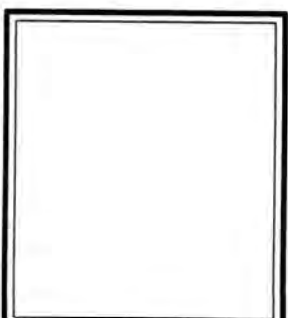
1 INCH = 100 FT.



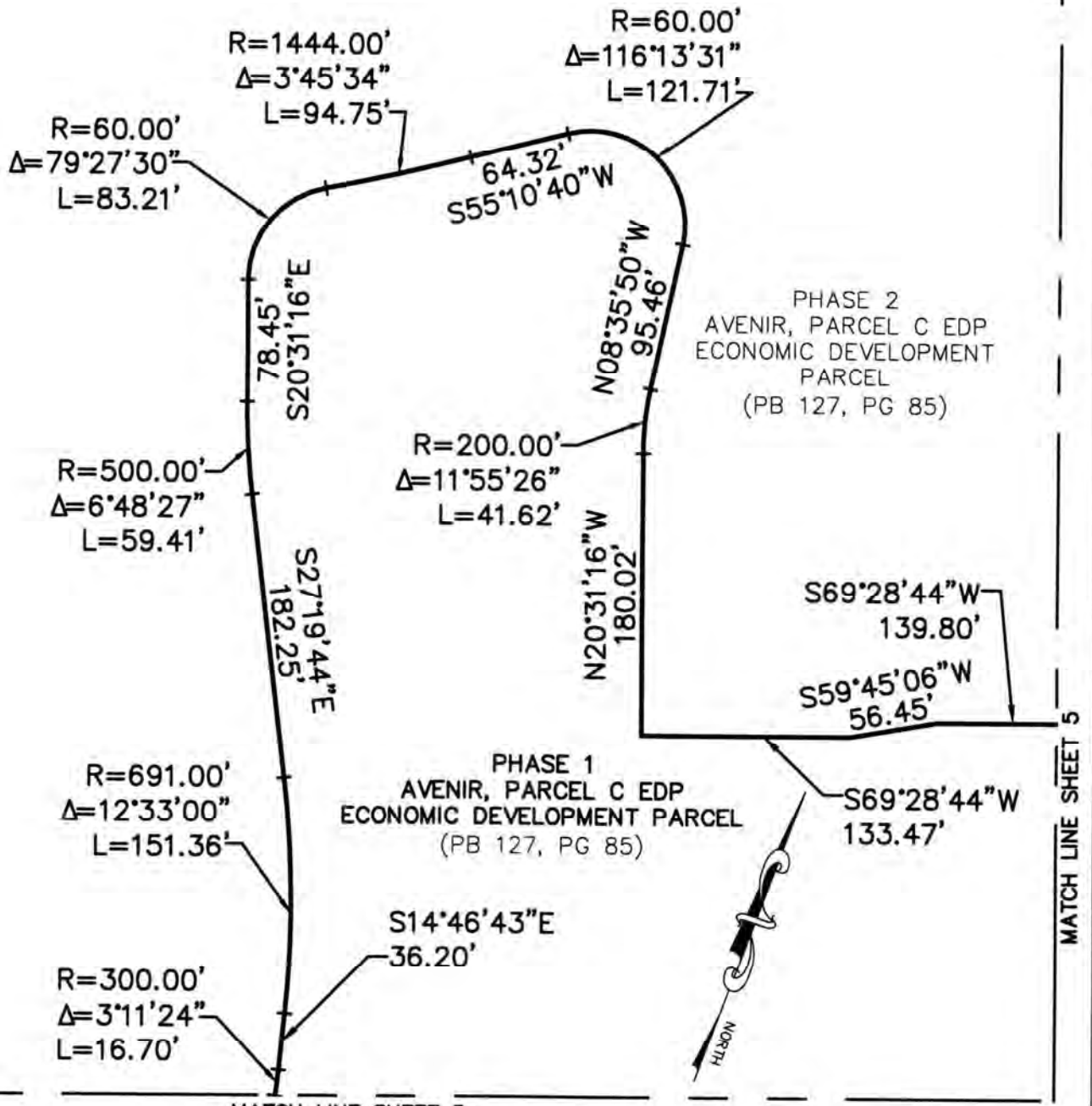
SHEET 5 OF 6

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 POD - 11
 PHASE 1
 SKETCH OF DESCRIPTION



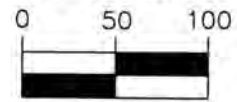
DATE	5/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



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)

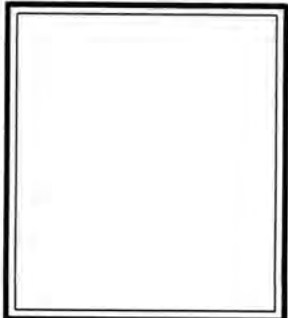
1 INCH = 100 FT.

SHEET 6 OF 6



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

**AVENIR POD - 11
PHASE 1
SKETCH OF DESCRIPTION**



DATE	5/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

LEGAL DESCRIPTION:

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

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID PARCEL, NORTH 71° 06' 45" EAST FOR A DISTANCE OF 92.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16° 45' 14", HAVING A RADIUS OF 1096.27 FEET, HAVING AN ARC DISTANCE OF 320.56 FEET, AND WHOSE LONG CHORD BEARS NORTH 62° 46' 51" EAST FOR A DISTANCE OF 319.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 42° 37' 39", HAVING A RADIUS OF 936.59 FEET, HAVING AN ARC DISTANCE OF 696.81 FEET, AND WHOSE LONG CHORD BEARS NORTH 74° 31' 20" EAST FOR A DISTANCE OF 680.85 FEET TO THE POINT OF REVERSR CURVETURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10° 58' 47", HAVING A RADIUS OF 1516.56 FEET, HAVING AN ARC DISTANCE OF 290.62 FEET, AND WHOSE LONG CHORD BEARS SOUTH 87° 58' 57" EAST FOR A DISTANCE OF 290.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37° 45' 06", HAVING A RADIUS OF 816.87 FEET, HAVING AN ARC DISTANCE OF 538.23 FEET, AND WHOSE LONG CHORD BEARS SOUTH 22° 35' 44" EAST FOR A DISTANCE OF 528.55 FEET; THENCE, SOUTH 48° 31' 42" WEST FOR A DISTANCE OF 130.00 FEET; THENCE, SOUTH 69° 04' 47" WEST FOR A DISTANCE OF 59.57 FEET; THENCE, SOUTH 43° 49' 56" WEST FOR A DISTANCE OF 91.44 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 26° 27' 08", HAVING A RADIUS OF 185.00 FEET, HAVING AN ARC DISTANCE OF 85.41 FEET; THENCE, NORTH 29° 53' 54" WEST FOR A DISTANCE OF 79.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00° 20' 54", HAVING A RADIUS OF 6061.29 FEET, HAVING AN ARC DISTANCE OF 36.85 FEET, AND WHOSE LONG CHORD BEARS NORTH 27° 36' 39" WEST FOR A DISTANCE OF 36.85 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 86.25 FEET; THENCE, SOUTH 12° 12' 23" EAST FOR A DISTANCE OF 12.50 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 139.80 FEET; THENCE, SOUTH 59° 45' 06" WEST FOR A DISTANCE OF 56.45 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 133.47 FEET; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 180.02 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11° 55' 26", HAVING A RADIUS OF 200.00 FEET, HAVING AN ARC DISTANCE OF 41.62 FEET; THENCE, NORTH 08° 35' 50" WEST FOR A DISTANCE OF 95.46 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 116° 13' 31", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 121.71 FEET; THENCE, SOUTH 55° 10' 40" WEST FOR A DISTANCE OF 64.32 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 45' 34", HAVING A RADIUS OF 1444.00 FEET, HAVING AN ARC DISTANCE OF 94.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 79° 27' 30", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 83.21 FEET; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 78.45 FEET

CONTINUED ON SHEET 2:

SHEET 1 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 POD - 11
PHASE 2
SKETCH OF DESCRIPTION**

DATE 5/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

LEGAL DESCRIPTION CONTINUED:

TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 48' 27", HAVING A RADIUS OF 500.00 FEET, HAVING AN ARC DISTANCE OF 59.41 FEET; THENCE, SOUTH 27° 19' 44" EAST FOR A DISTANCE OF 182.25 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12° 33' 00", HAVING A RADIUS OF 691.00 FEET, HAVING AN ARC DISTANCE OF 151.36 FEET; THENCE, SOUTH 14° 46' 43" EAST FOR A DISTANCE OF 36.20 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 11' 24", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 16.70 FEET; THENCE, SOUTH 11° 35' 19" EAST FOR A DISTANCE OF 100.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 07' 16", HAVING A RADIUS OF 300.00 FEET, HAVING AN ARC DISTANCE OF 42.52 FEET; THENCE, SOUTH 19° 42' 35" EAST FOR A DISTANCE OF 102.44 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 124° 09' 02", HAVING A RADIUS OF 60.00 FEET, HAVING AN ARC DISTANCE OF 130.01 FEET TO THE BEGINNING OF CURVE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 35' 57", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 53.41 FEET; THENCE, NORTH 66° 44' 20" EAST FOR A DISTANCE OF 68.08 FEET; THENCE, SOUTH 23° 55' 57" EAST FOR A DISTANCE OF 129.81 FEET; THENCE, SOUTH 07° 18' 04" EAST FOR A DISTANCE OF 68.99 FEET; THENCE, SOUTH 39° 04' 11" EAST FOR A DISTANCE OF 31.03 FEET; THENCE, SOUTH 23° 55' 57" EAST FOR A DISTANCE OF 135.66 FEET; THENCE, SOUTH 66° 04' 03" WEST FOR A DISTANCE OF 347.86 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24° 41' 21", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 107.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET; THENCE, NORTH 20° 31' 16" WEST FOR A DISTANCE OF 1363.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 27.792 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 N20°31'16"W ALONG THE WEST LINE OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.


CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 16, 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 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



RONNIE L. FURNISS
 PROFESSIONAL SURVEYOR
 AND MAPPER LS6272
 STATE OF FLORIDA
 L.B. 3591

DATE	5/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR POD - 11
 PHASE 2
 SKETCH OF DESCRIPTION**

N71°06'45"E
 92.41' R=1096.27' Δ=16°45'14" L=320.56'
 CB=N62°46'51"E CD=319.42'

R=936.59'
 Δ=42°37'39"
 L=696.81'
 CD=680.85'
 CB=N74°31'20"E

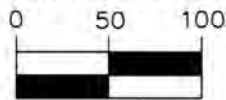
POINT OF BEGINNING
 NORTHWEST CORNER OF PARCEL C EDP
 ECONOMIC DEVELOPMENT PARCEL

PHASE 2
 AVENIR, PARCEL C EDP
 ECONOMIC DEVELOPMENT PARCEL
 (PB 127, PG 85)

WEST LINE OF PARCEL C EDP
 (BEARING BASIS)
 N20°31'16"W 1363.56'



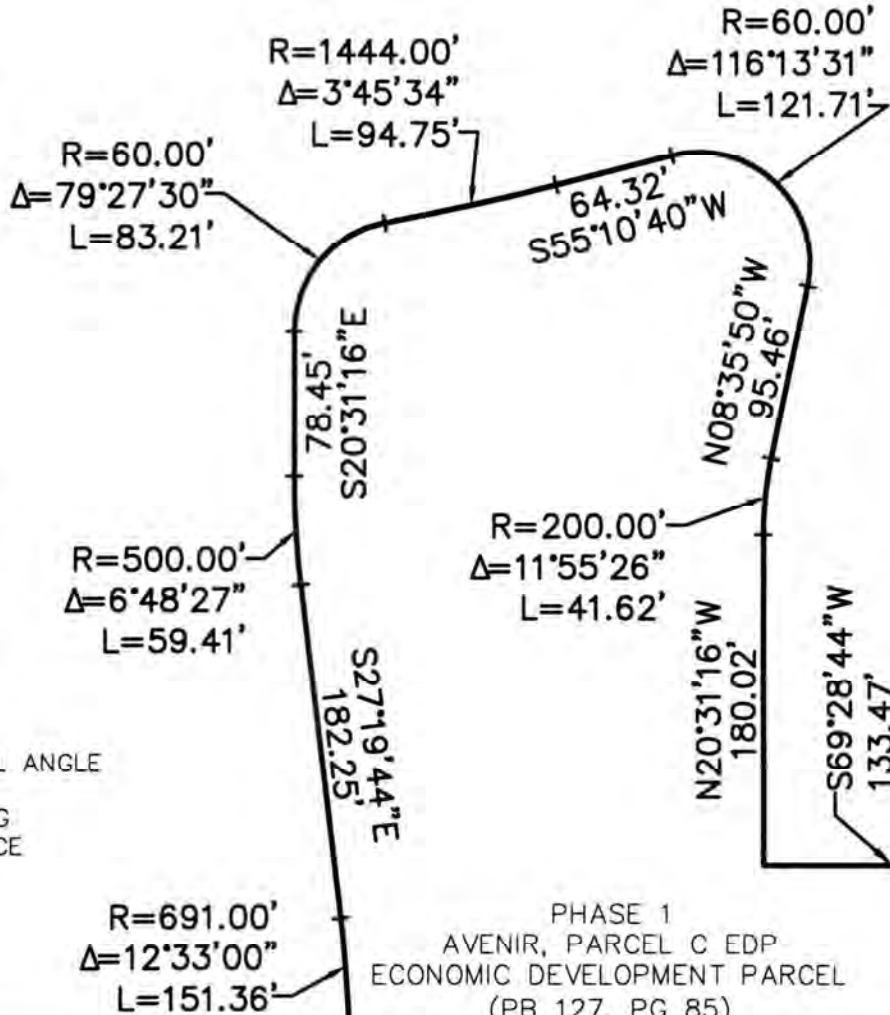
GRAPHIC SCALE



(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



PHASE 1
 AVENIR, PARCEL C EDP
 ECONOMIC DEVELOPMENT PARCEL
 (PB 127, PG 85)

MATCH LINE SHEET 6

SHEET 3 OF 6

MATCH LINE SHEET 4

MATCH LINE SHEET 3



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 POD - 11
 PHASE 2
 SKETCH OF DESCRIPTION

DATE 5/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

MATCH LINE SHEET 3

R=936.59' Δ=42°37'39" L=696.81'
CB=N74°31'20"E CD=680.85'

R=1516.56' Δ=10°58'47" L=290.62'
CB=S87°58'57"E CD=290.18'

R=816.87'
Δ=37°45'06"
L=538.23'
CD=528.55'
CB=S22°35'44"E



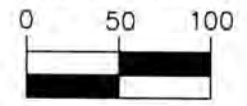
PHASE 2
AVENIR, PARCEL C EDP
ECONOMIC DEVELOPMENT PARCEL
(PB 127, PG 85)

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



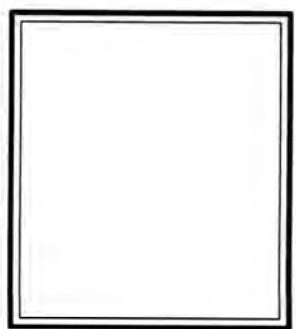
(IN FEET)
1 INCH = 100 FT.

SHEET 4 OF 6



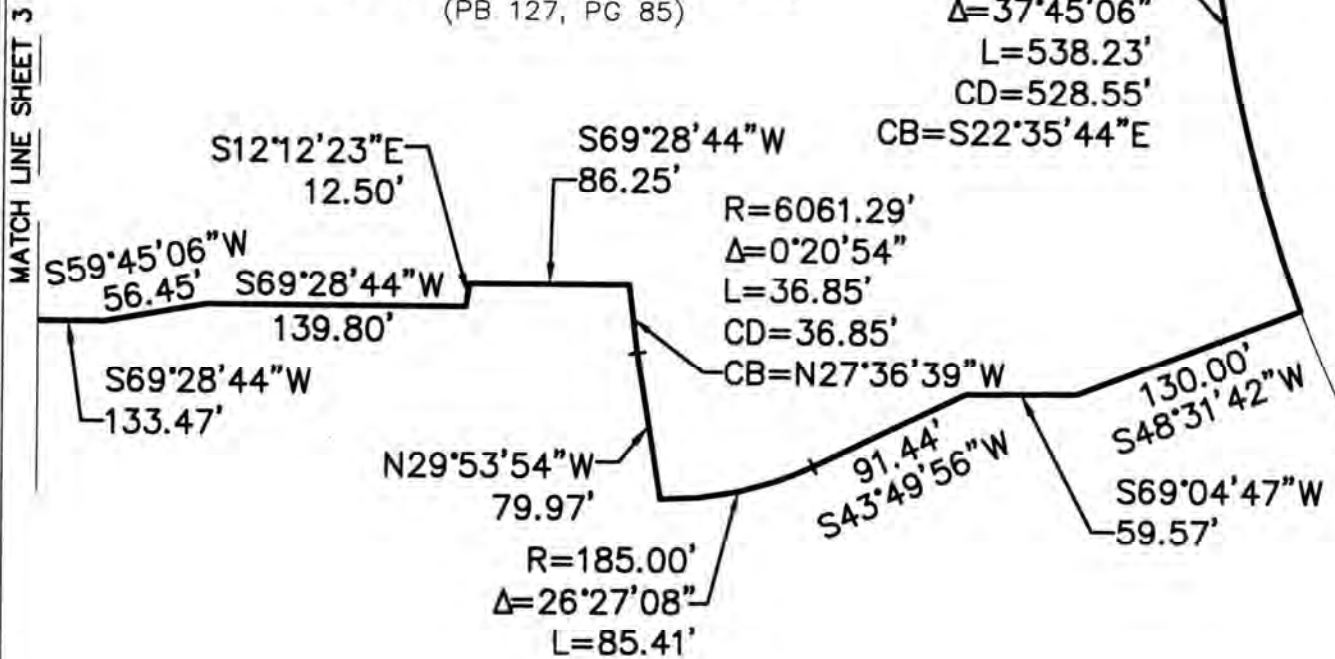
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR POD - 11
PHASE 2
SKETCH OF DESCRIPTION**



DATE	5/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

PHASE 2
 AVENIR, PARCEL C EDP
 ECONOMIC DEVELOPMENT PARCEL
 (PB 127, PG 85)



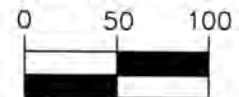
PHASE 1
 AVENIR, PARCEL C EDP
 ECONOMIC DEVELOPMENT PARCEL
 (PB 127, PG 85)

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 6



CAULFIELD & WHEELER, INC.

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AVENIR POD - 11
 PHASE 2
 SKETCH OF DESCRIPTION

DATE 5/16/2024

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



PHASE 1
AVENIR, PARCEL C EDP
ECONOMIC DEVELOPMENT PARCEL
(PB 127, PG 85)

PHASE 2
AVENIR, PARCEL C EDP
ECONOMIC DEVELOPMENT PARCEL
(PB 127, PG 85)

WEST LINE OF PARCEL C EDP
(BEARING BASIS)
N20°31'16"W 1363.56'

R=691.00'
Δ=12°33'00"
L=151.36'

R=300.00'
Δ=3°11'24"
L=16.70'

S11°35'19"E
100.73'

R=300.00'
Δ=8°07'16"
L=42.52'

36.20'
S14°46'43"E
102.44'
S19°42'35"E

R=100.00'
Δ=30°35'57"
L=53.41'

N66°44'20"E
68.08'

R=60.00'
Δ=124°09'02"
L=130.01'

S23°55'57"E
129.81'

R=100.00'
Δ=59°03'01"
L=103.06'

S07°18'04"E
68.99'

R=250.00'
Δ=24°41'21"
L=107.73'

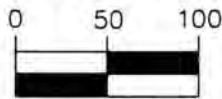
S39°04'11"E
31.03'

R=100.00'
Δ=59°03'01"
L=103.06'

S23°55'57"E
135.66'

S66°04'03"W 347.86'

GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.



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 - 11
PHASE 2
SKETCH OF DESCRIPTION**

DATE 5/16/2024

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

May 15, 2024

Proposal #05-24-097

Ms. 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 SPINE ROAD 3 – SEACOAST UTILITY AUTHORITY EASEMENTS" 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 SPINE ROAD 3 – SEACOAST UTILITY AUTHORITY EASEMENTS" 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 SPINE ROAD 3 - SEACOAST UTILITY AUTHORITY EASEMENTS (12 TOTAL EASEMENTS)

Consultant shall prepare a sketch and legal descriptions for the proposed Avenir Spine Road 3 - Seacoast Utility Authority Easements, 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.....\$3,360.00

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 – May 15, 2024
Proposal #05-24-097
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

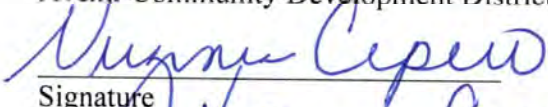
Accepted by:
Avenir Community Development District

Signature

Print Name

Title

Date



Virginia Cepiro

CHAIR

5/16/24

DESCRIPTION:

A PORTION OF PARCEL A-3, 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 SOUTHWEST CORNER OF AVENIR SITE PLAN 1 - POD 3, AS RECORDED IN PLAT BOOK 128, PAGE 41 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 69°28'44" EAST, A DISTANCE OF 10.00 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 472.90 FEET; THENCE, NORTH 69°28'44" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 24.53 FEET; THENCE, SOUTH 24°28'44" WEST, A DISTANCE OF 8.36 FEET; THENCE, SOUTH 69°28'44" WEST, A DISTANCE OF 24.09 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 62.15 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 10.68 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 561.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,532 SQUARE FEET, 0.150 ACRES, MORE OR LESS.

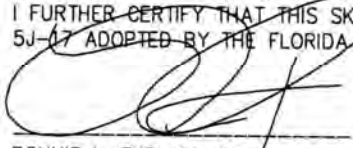
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

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 20°31'16" WEST ALONG THE WEST LINE OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 16, 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.

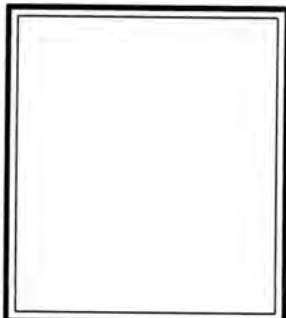


RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR AND
MAPPER #6272
STATE OF FLORIDA - LB #3591

SHEET 1 OF 3

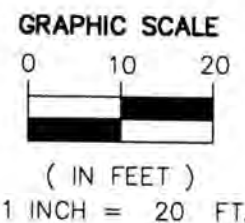
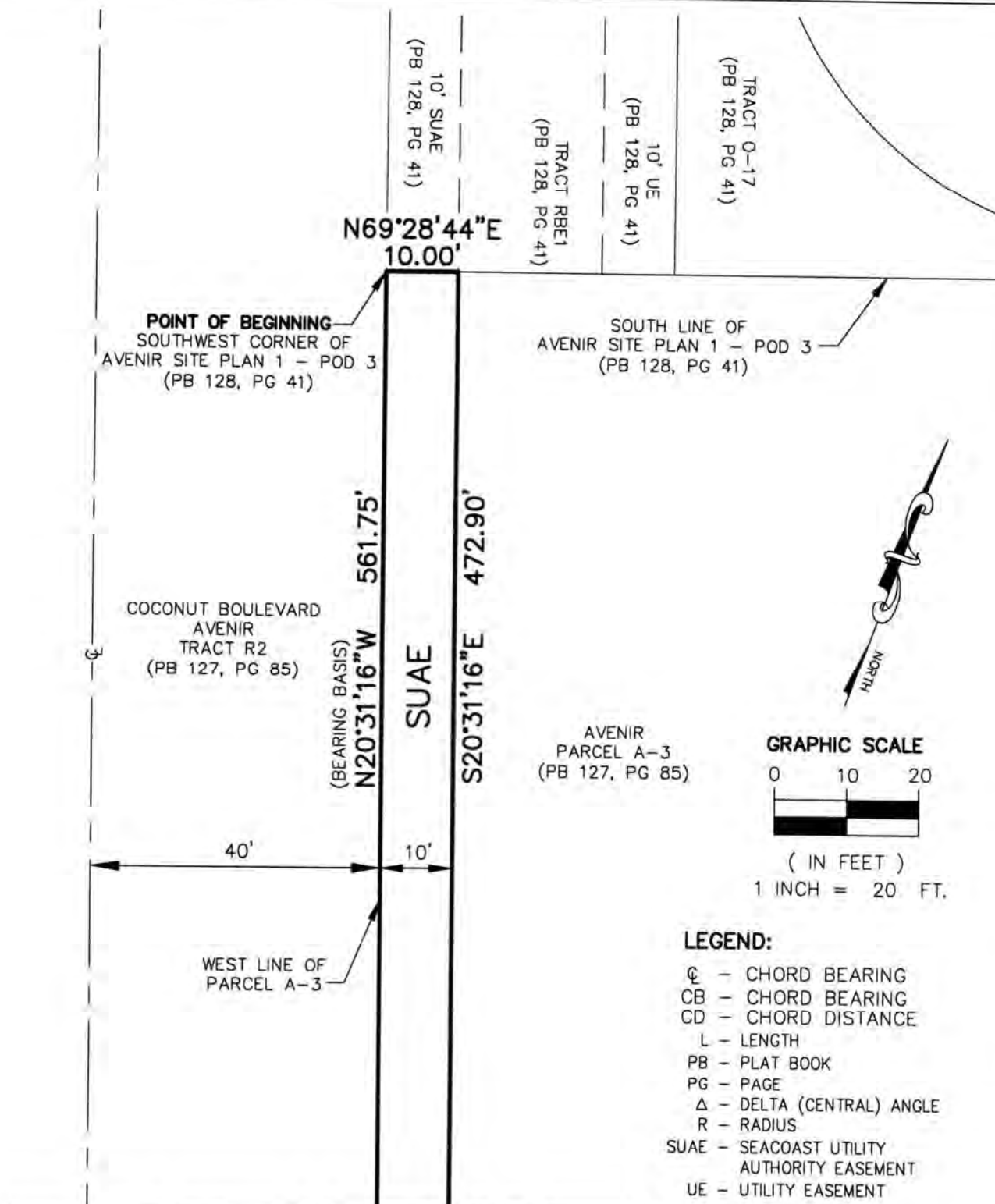


CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
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7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**PARCEL A-3
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**



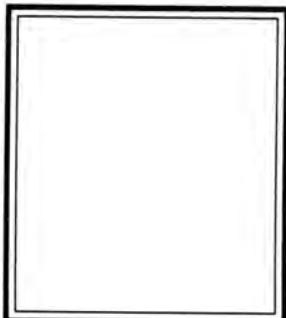
- LEGEND:**
- ⊕ - CHORD BEARING
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - L - LENGTH
 - PB - PLAT BOOK
 - PG - PAGE
 - Δ - DELTA (CENTRAL) ANGLE
 - R - RADIUS
 - SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT

SEE SHEET 3

SHEET 2 OF 3

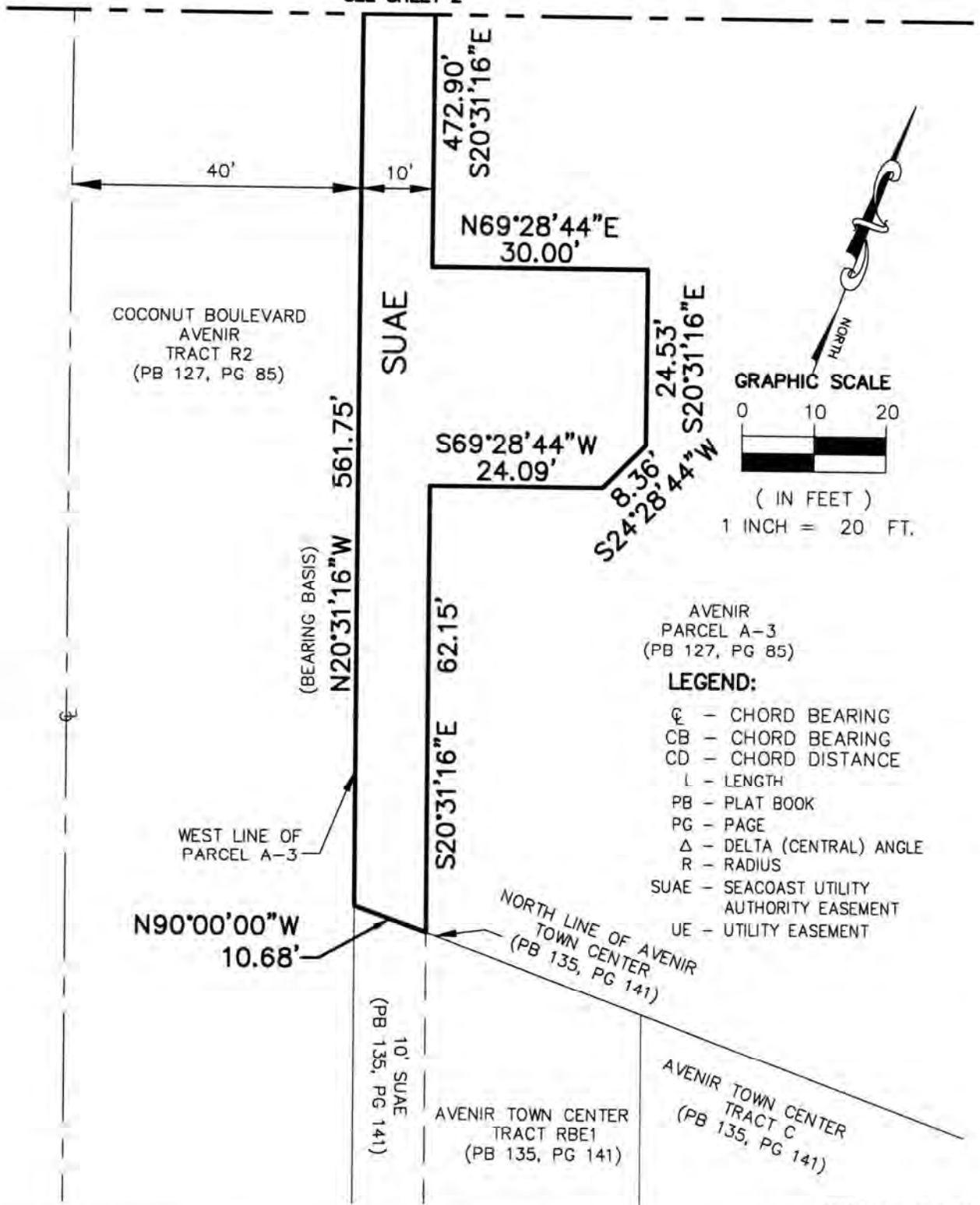
CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING
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 7900 GLADES ROAD - SUITE 100
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**PARCEL A-3
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION**



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

SEE SHEET 2



AVENIR
PARCEL A-3
(PB 127, PG 85)

LEGEND:

- ∠ - CHORD BEARING
- 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 3 OF 3



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
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**PARCEL A-3
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

DESCRIPTION:

A PORTION OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 378 SQUARE FEET, 0.009 ACRES, MORE OR LESS.

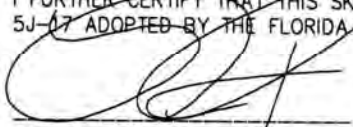
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

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CERTIFICATE:

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

SHEET 1 OF 3

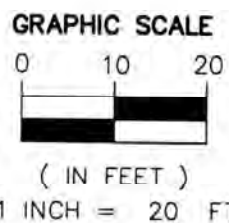
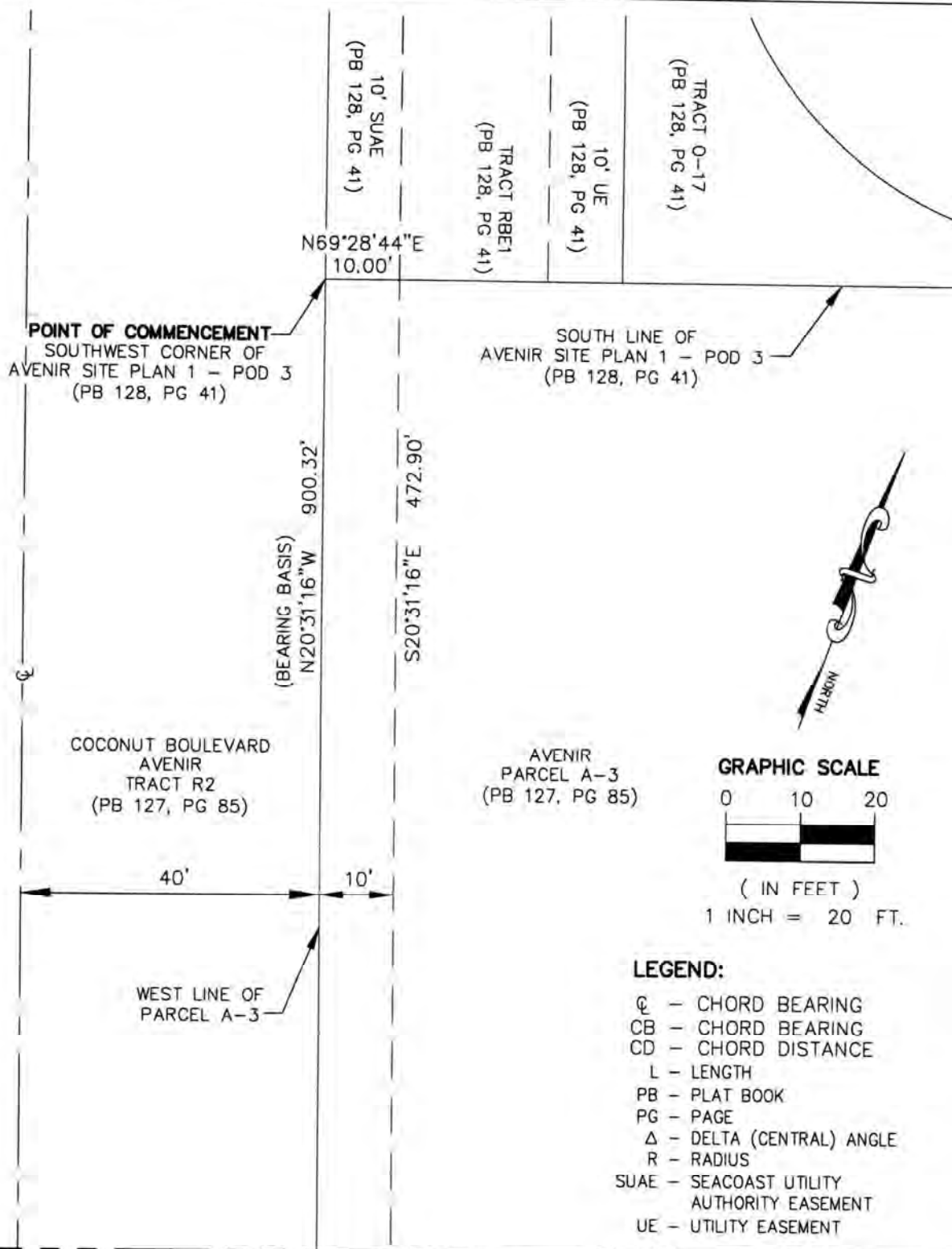


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DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**PARCEL A-3
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**



- LEGEND:**
- ⊕ - CHORD BEARING
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - L - LENGTH
 - PB - PLAT BOOK
 - PG - PAGE
 - Δ - DELTA (CENTRAL) ANGLE
 - R - RADIUS
 - SUA/E - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT

SEE SHEET 3

SHEET 2 OF 3

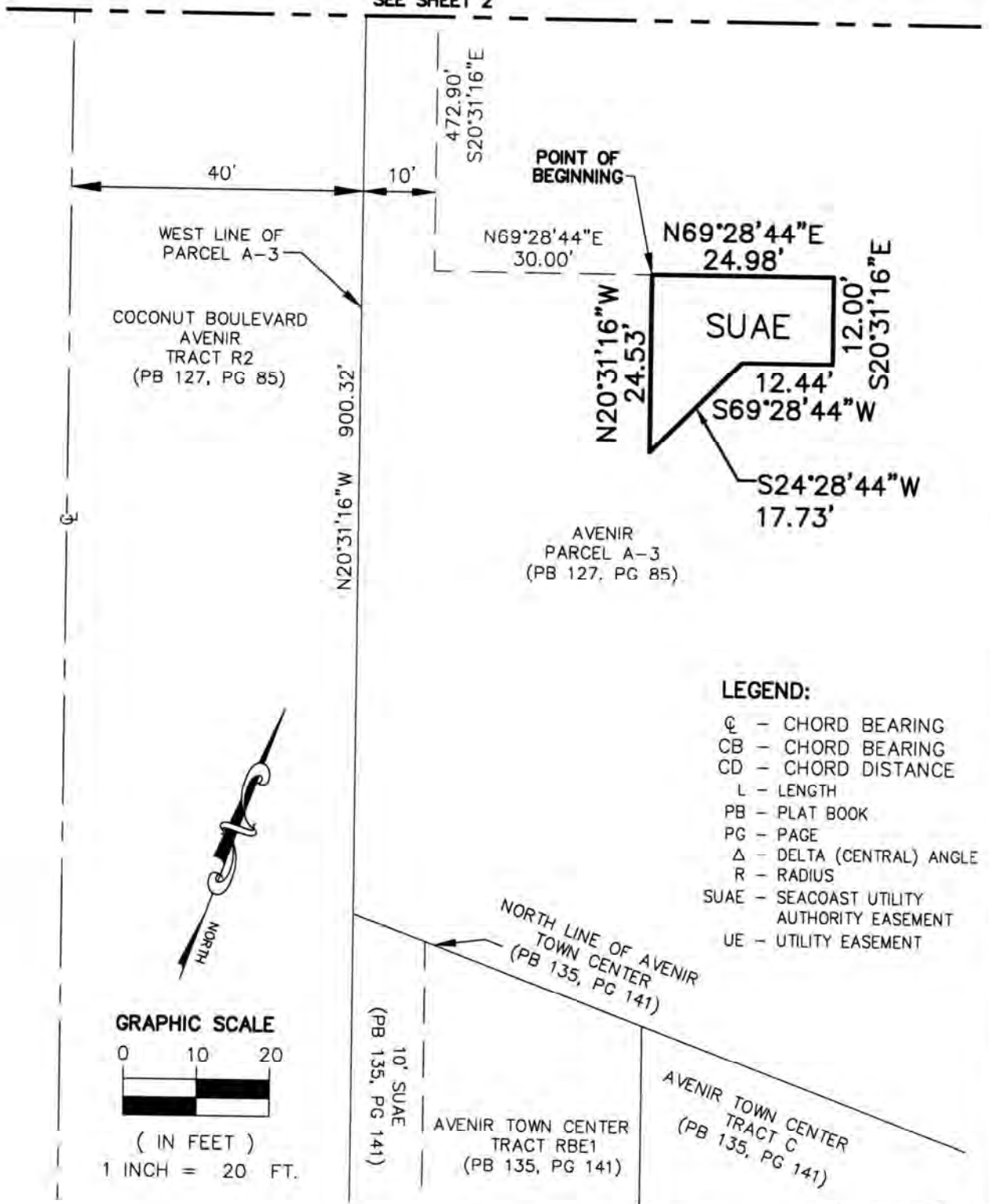

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PARCEL A-3
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION



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SCALE	AS SHOWN
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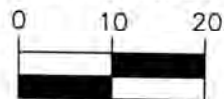
SEE SHEET 2



LEGEND:

- ☉ - CHORD BEARING
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- Δ - DELTA (CENTRAL) ANGLE
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- UE - UTILITY EASEMENT

GRAPHIC SCALE



(IN FEET)

1 INCH = 20 FT.



CAULFIELD & WHEELER, INC.
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SHEET 3 OF 3

DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

PARCEL A-3
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

DESCRIPTION:

A PORTION OF TRACT R2 COCONUT BOULEVARD, 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 SOUTHWEST CORNER OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 86°54'02" EAST, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 01°33'47" WEST, A DISTANCE OF 117.53 FEET; THENCE TO THE WEST LINE OF SAID TRACT R2, NORTH 24°03'47" WEST, A DISTANCE OF 33.97 FEET; THENCE ALONG SAID WEST LINE, NORTH 01°33'47" WEST, A DISTANCE OF 26.13 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 24°03'47" EAST, A DISTANCE OF 60.10 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 119.25 FEET; THENCE, SOUTH 86°54'02" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,654 SQUARE FEET, 0.038 ACRES, MORE OR LESS.

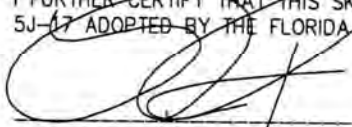
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

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3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 01°33'47" WEST ALONG THE WEST LINE OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 16, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

SHEET 1 OF 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

DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

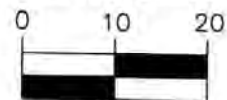
JOB NO. 7955

**AVENIR TRACT R2
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

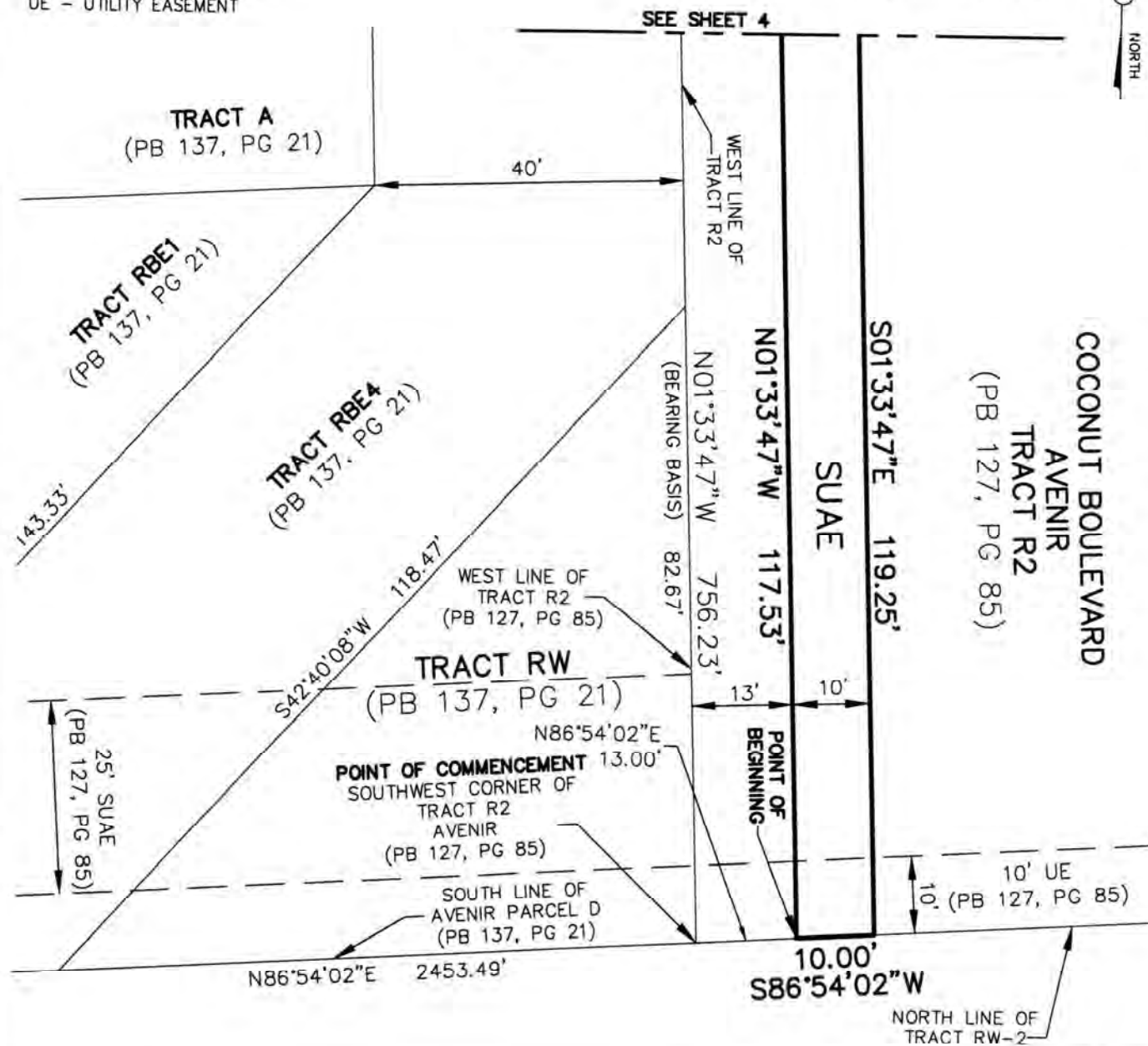
LEGEND:

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

GRAPHIC SCALE

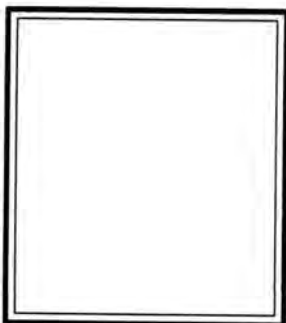


(IN FEET)
1 INCH = 20 FT.



SHEET 2 OF 3

CAULFIELD & WHEELER, INC.
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 LANDSCAPE ARCHITECTURE - SURVEYING
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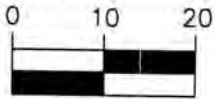
**AVENIR TRACT R2
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION**

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 = 20 FT.

TRACT A
(PB 137, PG 21)

TRACT RBE4
(PB 137, PG 21)

10' SUAE
(PB 137, PG 21)

WEST LINE OF TRACT R2
(PB 127, PG 85)

COCONUT BOULEVARD
AVENIR TRACT R2
(PB 127, PG 85)

S01°33'47"E
26.13'

S24°03'47"E
60.10'
SUAE

N24°03'47"W
33.97'

SEE SHEET 2

SHEET 3 OF 3



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

DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

AVENIR TRACT R2
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

DESCRIPTION:

A PORTION OF TRACT RBE4, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT A, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT RBE4, NORTH 01°33'47" WEST, A DISTANCE OF 323.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 01°33'47" WEST, A DISTANCE OF 12.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°59'58" EAST, A DISTANCE OF 30.01 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 12.00 FEET; THENCE, NORTH 89°59'58" WEST TO SAID WEST LINE, A DISTANCE OF 30.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 360 SQUARE FEET, 0.008 ACRES, MORE OR LESS.

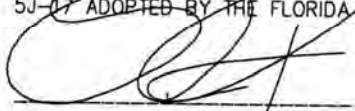
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

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°33'47" WEST ALONG THE WEST LINE OF TRACT RBE4, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137 PAGES 21, 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 MAY 16, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

SHEET 1 OF 2



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

DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

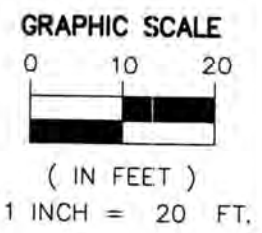
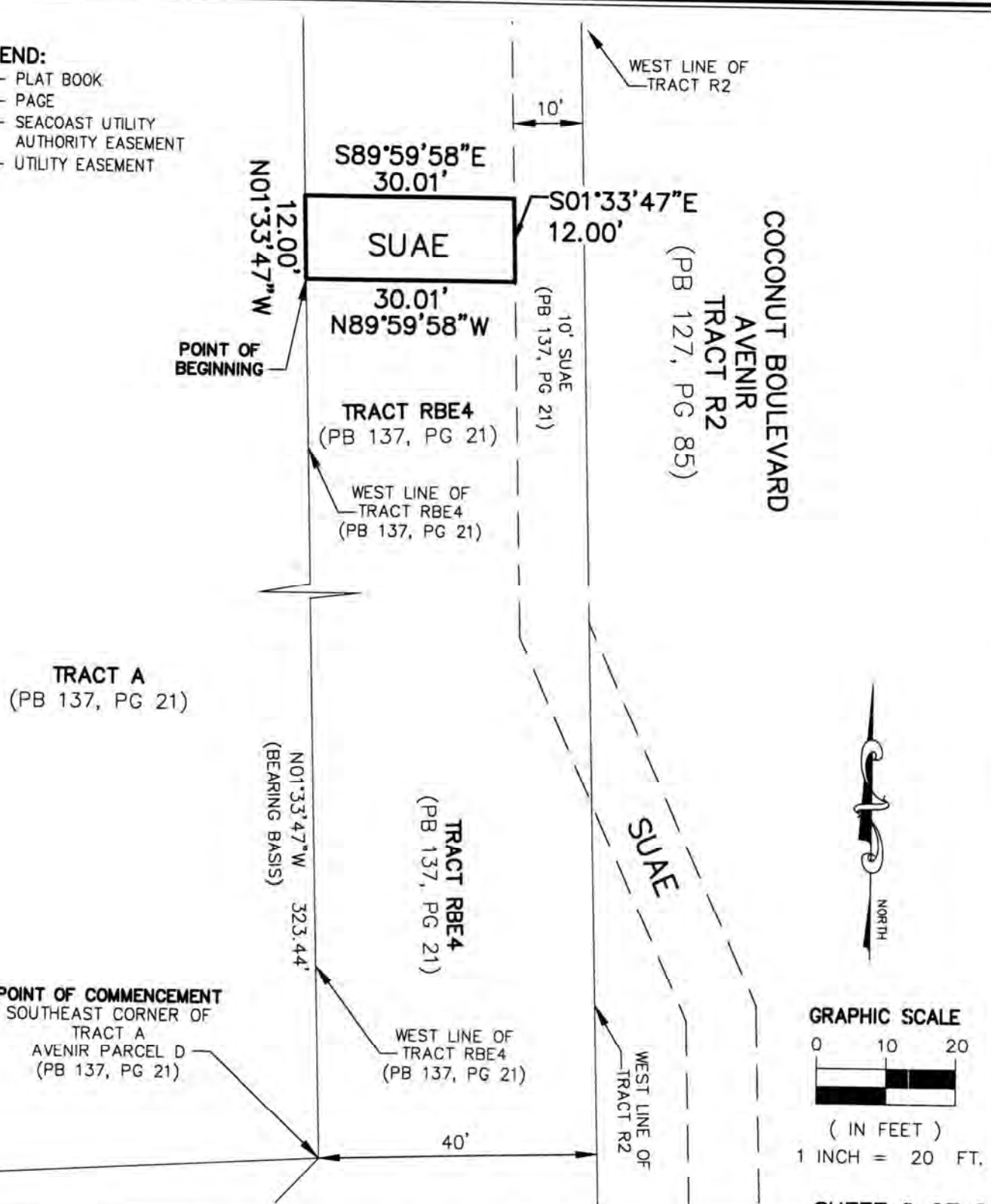
SCALE AS SHOWN

JOB NO. 7955

**AVENIR PARCEL D, TRACT RBE4
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

LEGEND:

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

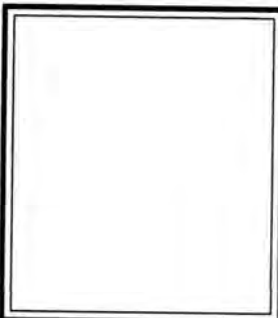


SHEET 2 OF 2



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 PARCEL D, TRACT RBE4
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION**



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

DESCRIPTION:

A PORTION OF TRACT A, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT A, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID TRACT A, NORTH 01°33'47" WEST, A DISTANCE OF 323.44 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, NORTH 89°59'58" WEST TO SAID WEST LINE, A DISTANCE OF 15.33 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 12.00 FEET; THENCE, SOUTH 89°59'58" EAST TO THE SAID EAST LINE, A DISTANCE OF 15.00 FEET; THENCE ALONG SAID EAST LINE, SOUTH 01°33'47" EAST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 360 SQUARE FEET, 0.008 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°33'47" WEST ALONG THE EAST LINE OF TRACT A, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137 PAGES 21, 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 MAY 16, 2023.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-47 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

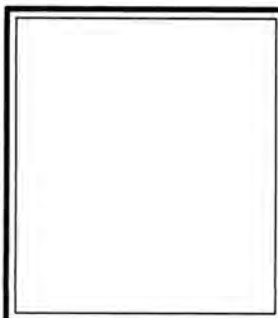


RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR AND
MAPPER #6272
STATE OF FLORIDA - LB #3591

SHEET 1 OF 2



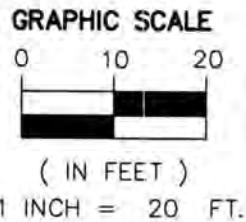
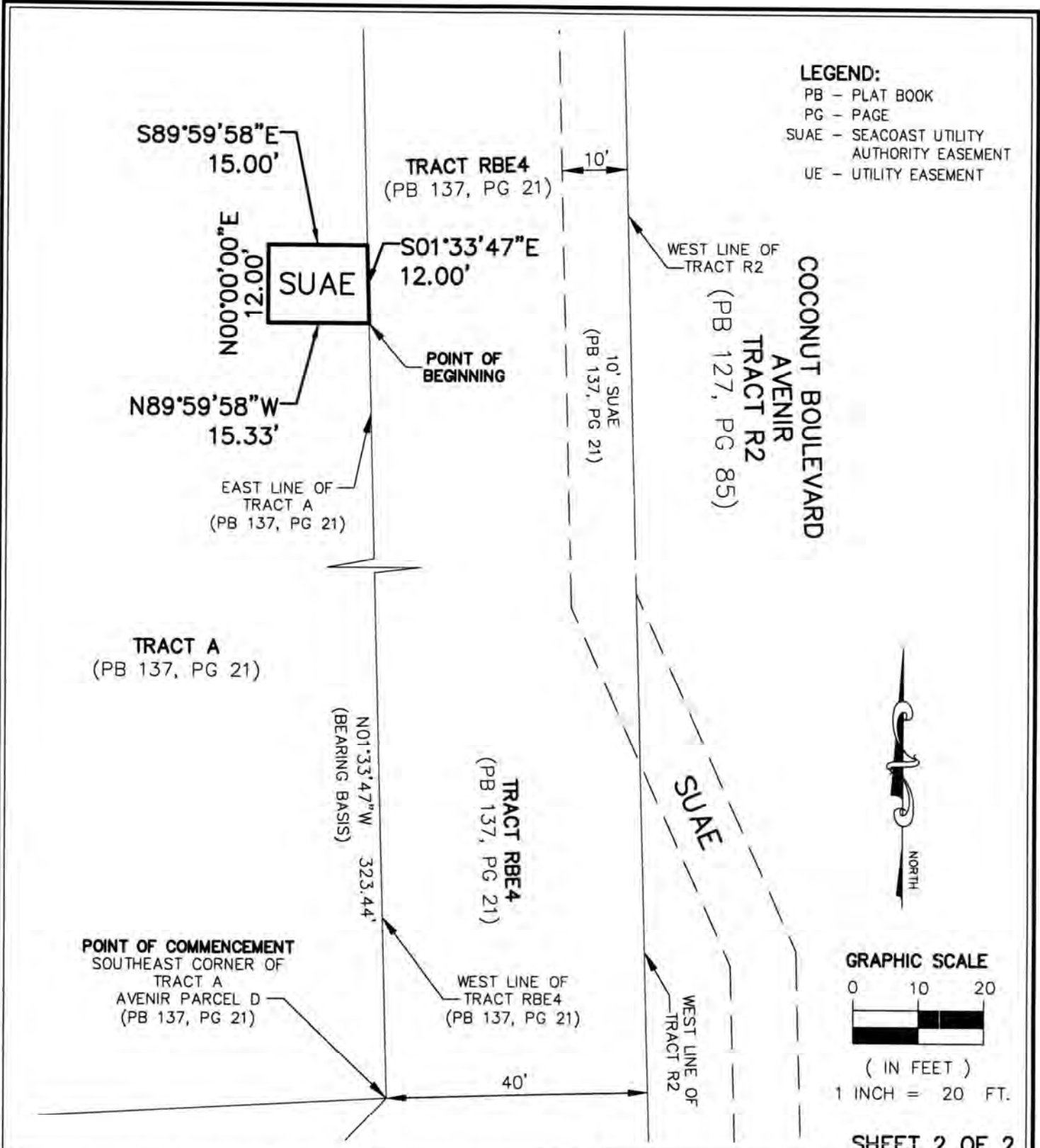
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR PARCEL D, TRACT A
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

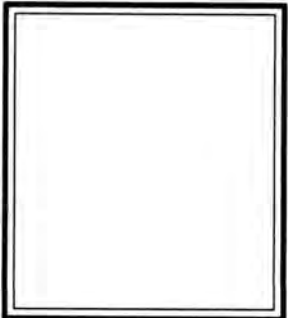
LEGEND:
 PB - PLAT BOOK
 PG - PAGE
 SUAE - SEACOAST UTILITY
 AUTHORITY EASEMENT
 UE - UTILITY EASEMENT



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 PARCEL D, TRACT A
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION**



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

DESCRIPTION:

A PORTION OF TRACT RBE3, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT A, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID TRACT A, SOUTH 20°31'16" EAST, A DISTANCE OF 334.20 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, NORTH 69°28'42" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 12.00 FEET; THENCE, SOUTH 69°28'42" WEST, A DISTANCE OF 5.21 FEET; THENCE, SOUTH 21°46'43" EAST, A DISTANCE OF 11.00 FEET; THENCE, SOUTH 69°28'42" WEST, A DISTANCE OF 12.00 FEET; THENCE, NORTH 21°46'43" WEST, A DISTANCE OF 11.00 FEET; THENCE TO THE SAID EAST LINE, SOUTH 69°28'42" WEST, A DISTANCE OF 12.79 FEET; THENCE ALONG SAID EAST LINE, NORTH 20°31'16" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 492 SQUARE FEET, 0.011 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 20°31'16" EAST ALONG THE EAST LINE OF TRACT A, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137 PAGES 21, 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 MAY 16, 2023.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

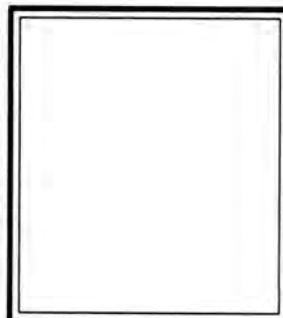


RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR AND
MAPPER #6272
STATE OF FLORIDA - LB #3591

SHEET 1 OF 2



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



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

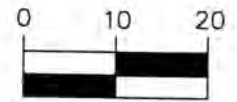
**AVENIR PARCEL D, TRACT RBE3
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

AVENIR
CITY ANNEX TRACT
(PB 127, PG 85)

POINT OF COMMENCEMENT
NORTHEAST CORNER OF
TRACT A
AVENIR PARCEL D
(PB 137, PG 21)



GRAPHIC SCALE



(IN FEET)

1 INCH = 20 FT.

EAST LINE OF
TRACT A

WEST LINE OF
TRACT R2

COCONUT BOULEVARD
TRACT R2
AVENIR
(PB 127, PG 85)

TRACT A
(PB 137, PG 21)

TRACT RBE3
(PB 137, PG 21)

SUAE

POINT OF
BEGINNING

N20°31'16"W
12.00'

S69°28'42"W
12.79'

N21°46'43"W
11.00'

N69°28'42"E
30.00'

S20°31'16"E
12.00'

S69°28'42"W
5.21'

S21°46'43"E
11.00'

S20°31'16"E
(BEARING BASIS)
33.420'

10' SUA
(PB 137, PG 21)

10' SUA
(PB 137, PG 21)

LEGEND:

- PB - PLAT BOOK
- PG - PAGE
- 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

DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR PARCEL D, TRACT RBE3
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

DESCRIPTION:

A PORTION OF TRACT A, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT A, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID TRACT A, SOUTH 20°31'16" EAST, A DISTANCE OF 334.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SID EAST LINE, SOUTH 20°31'16" EAST, A DISTANCE OF 12.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 69°28'42" WEST, A DISTANCE OF 15.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 12.00 FEET; THENCE, NORTH 69°28'42" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 180 SQUARE FEET, 0.004 ACRES, MORE OR LESS.

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

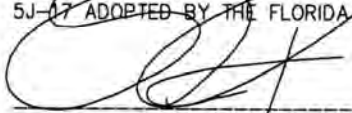
NOTES:

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 20°31'16" EAST ALONG THE EAST LINE OF TRACT A, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137 PAGES 21, 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 MAY 16, 2023.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

SHEET 1 OF 2



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



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR PARCEL D, TRACT A
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

AVENIR
CITY ANNEX TRACT
(PB 127, PG 85)

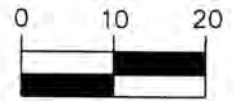
POINT OF COMMENCEMENT
NORTHEAST CORNER OF
AVENIR PARCEL D
(PB 137, PG 21)

10' UE
(PB 137, PG 21)

10' S UAE
(PB 137, PG 21)



GRAPHIC SCALE



(IN FEET)

1 INCH = 20 FT.

EAST LINE OF
TRACT A

WEST LINE OF
TRACT R2

S20°31'16"E
(BEARING BASIS)

10' S UAE
(PB 137, PG 21)

COCONUT BOULEVARD
AVENIR
TRACT R2
(PB 127, PG 85)

TRACT A
(PB 137, PG 21)

TRACT RBES
(PB 137, PG 21)

POINT OF
BEGINNING

N69°28'42"E
15.00'

N20°31'16"W
12.00'

S69°28'43"W
15.00'

S UAE

S20°31'16"E
12.00'

LEGEND:

- PB - PLAT BOOK
- PG - PAGE
- S UAE - 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 PARCEL D, TRACT A
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

DESCRIPTION:

A PORTION OF CITY ANNEX TRACT, 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 NORTHWEST CORNER OF TRACT RBE3, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID CITY ANNEX TRACT, SOUTH 20°31'16" EAST, A DISTANCE OF 140.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, SOUTH 20°31'16" EAST, A DISTANCE OF 12.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 69°28'44" WEST, A DISTANCE OF 15.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 12.00 FEET; THENCE, NORTH 69°28'44" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 180 SQUARE FEET, 0.004 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 20°31'16" EAST ALONG THE EAST LINE OF CITY ANNEX TRACT, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 16, 2023.
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

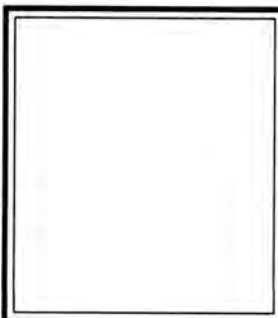


RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR AND
MAPPER #6272
STATE OF FLORIDA - LB #3591

SHEET 1 OF 2



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

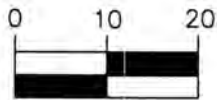


DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR, CITY ANNEX TRACT
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

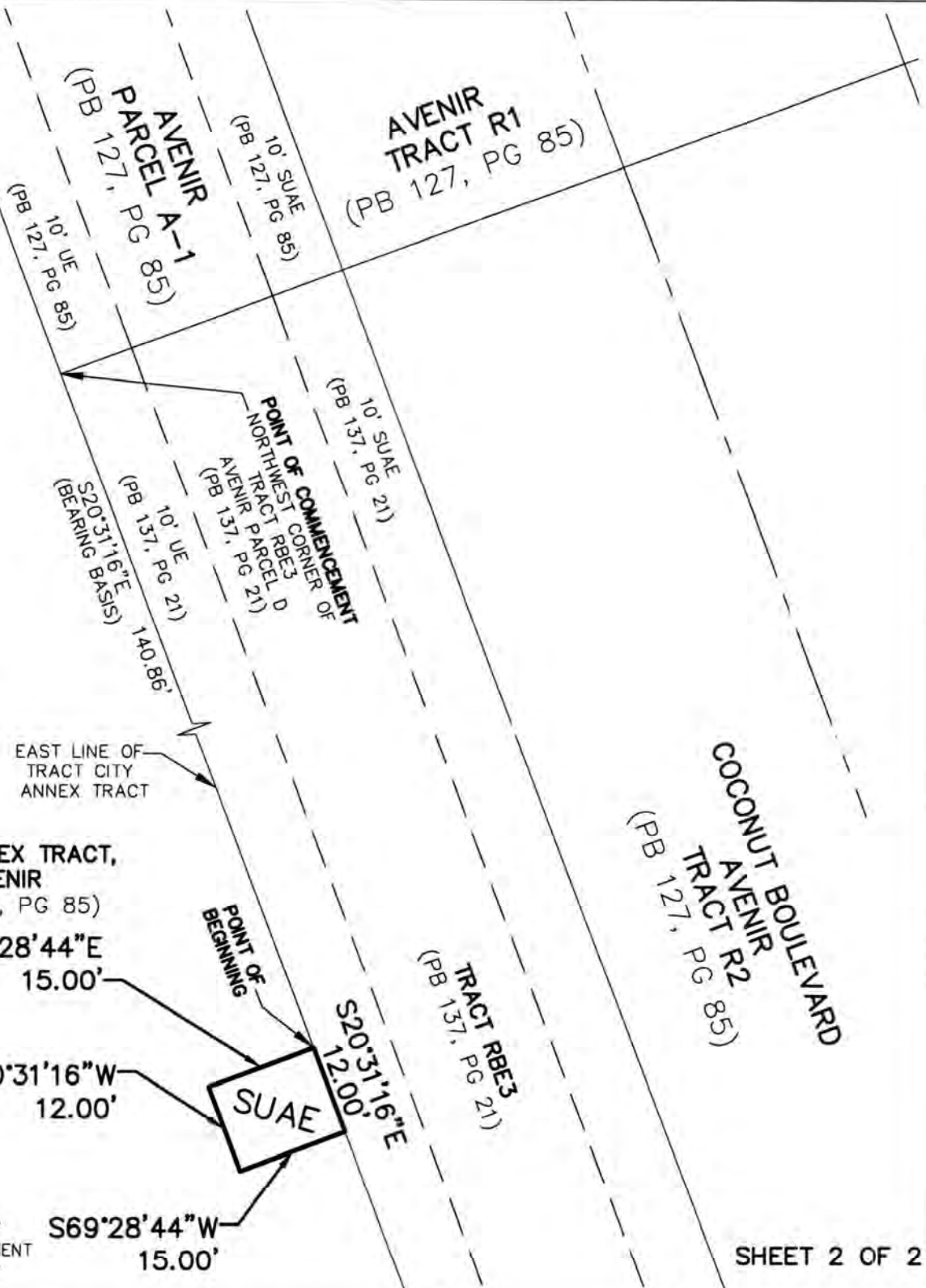


GRAPHIC SCALE



(IN FEET)

1 INCH = 20 FT.



LEGEND:

- PB - PLAT BOOK
- PG - PAGE
- 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

DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**AVENIR, CITY ANNEX TRACT
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION**

DESCRIPTION:

A PORTION OF TRACT RBE3, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT RBE3, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT RBE3, SOUTH 20°31'16" EAST, A DISTANCE OF 140.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, NORTH 69°28'44" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 12.00 FEET; THENCE, SOUTH 69°28'44" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 360 SQUARE FEET, 0.008 ACRES, MORE OR LESS.

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

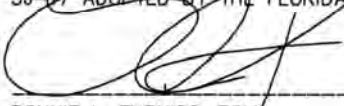
NOTES:

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 20°31'16" EAST ALONG THE EAST LINE OF CITY ANNEX TRACT, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 16, 2023.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-67 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

SHEET 1 OF 2



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

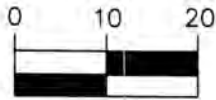


DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR PARCEL D, TRACT RBE3
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**



GRAPHIC SCALE



(IN FEET)

1 INCH = 20 FT.

EAST LINE OF TRACT CITY ANNEX TRACT

CITY ANNEX TRACT, AVENIR (PB 127, PG 85)

POINT OF BEGINNING

N20°31'16"W 12.00'

N69°28'44"E 30.00'

S69°28'44"W 30.00'

SUAE

S20°31'16"E 12.00'

TRACT RBE3 (PB 137, PG 21)

WEST LINE OF TRACT RBE3

10' S.U.A.E (PB 137, PG 21)

POINT OF COMMENCEMENT NORTHWEST CORNER OF AVENIR TRACT PARCEL D (PB 137, PG 21)

140.89' S20°31'16"E (SEARING BASIS) (PB 137, PG 21)

10' U.E (PB 127, PG 85)

AVENIR PARCEL A-1 (PB 127, PG 85)

10' S.U.A.E (PB 127, PG 85)

AVENIR TRACT R1 (PB 127, PG 85)

COCONUT BOULEVARD AVENIR TRACT R2 (PB 127, PG 85)

SHEET 2 OF 2

LEGEND:

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



CAULFIELD & WHEELER, INC.

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PHONE (561)-392-1991 / FAX (561)-750-1452

AVENIR PARCEL D, TRACT RBE3
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

DESCRIPTION:

A PORTION OF TRACT R2 COCONUT BOULEVARD, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4, TRACT RW3, TRACT RBE3, TRACT RW2, TRACT RBE2 AND RW1, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 86°54'02" WEST, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 86°54'02" WEST, A DISTANCE OF 10.00 FEET; THENCE, NORTH 01°33'47" WEST, A DISTANCE OF 121.56 FEET; THENCE TO THE INTERSECTION OF THE EAST LINE OF SAID TRACT R2, NORTH 20°56'12" EAST, A DISTANCE OF 60.10 FEET; THENCE ALONG THE EAST LINE OF SAID TRACT R2, NORTH 01°33'47" WEST, A DISTANCE OF 391.32 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 1460.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°54'18", A DISTANCE OF 328.58 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 34°18'33" EAST, A DISTANCE OF 13.26 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1470.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 75°11'54" WEST; THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°05'25", A DISTANCE OF 284.54 FEET; THENCE, NORTH 89°50'06" EAST, A DISTANCE OF 30.06 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1500.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 86°21'10" WEST; THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°27'33", A DISTANCE OF 12.02 FEET; THENCE, SOUTH 89°50'06" WEST, A DISTANCE OF 19.40 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 10.10 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 10.11 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1470.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 87°08'35" WEST; THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°17'38", A DISTANCE OF 33.20 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 280.41 FEET; THENCE, SOUTH 89°57'19" EAST, A DISTANCE OF 30.01 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 12.00 FEET; THENCE, NORTH 89°57'19" WEST, A DISTANCE OF 30.01 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 100.90 FEET; THENCE, SOUTH 20°56'12" WEST, A DISTANCE OF 60.10 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 119.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,897 SQUARE FEET, 0.227 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°33'47" WEST ALONG THE EAST LINE OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 16, 2023.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-47 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

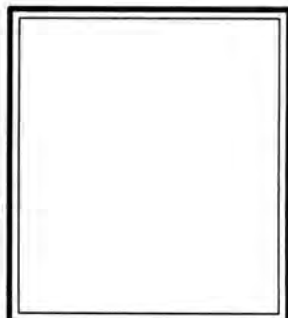


RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR AND
MAPPER #6272
STATE OF FLORIDA - LB #3591

SHEET 1 OF 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



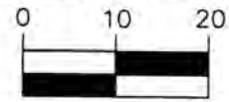
DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR TOWN CENTER
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

LEGEND:

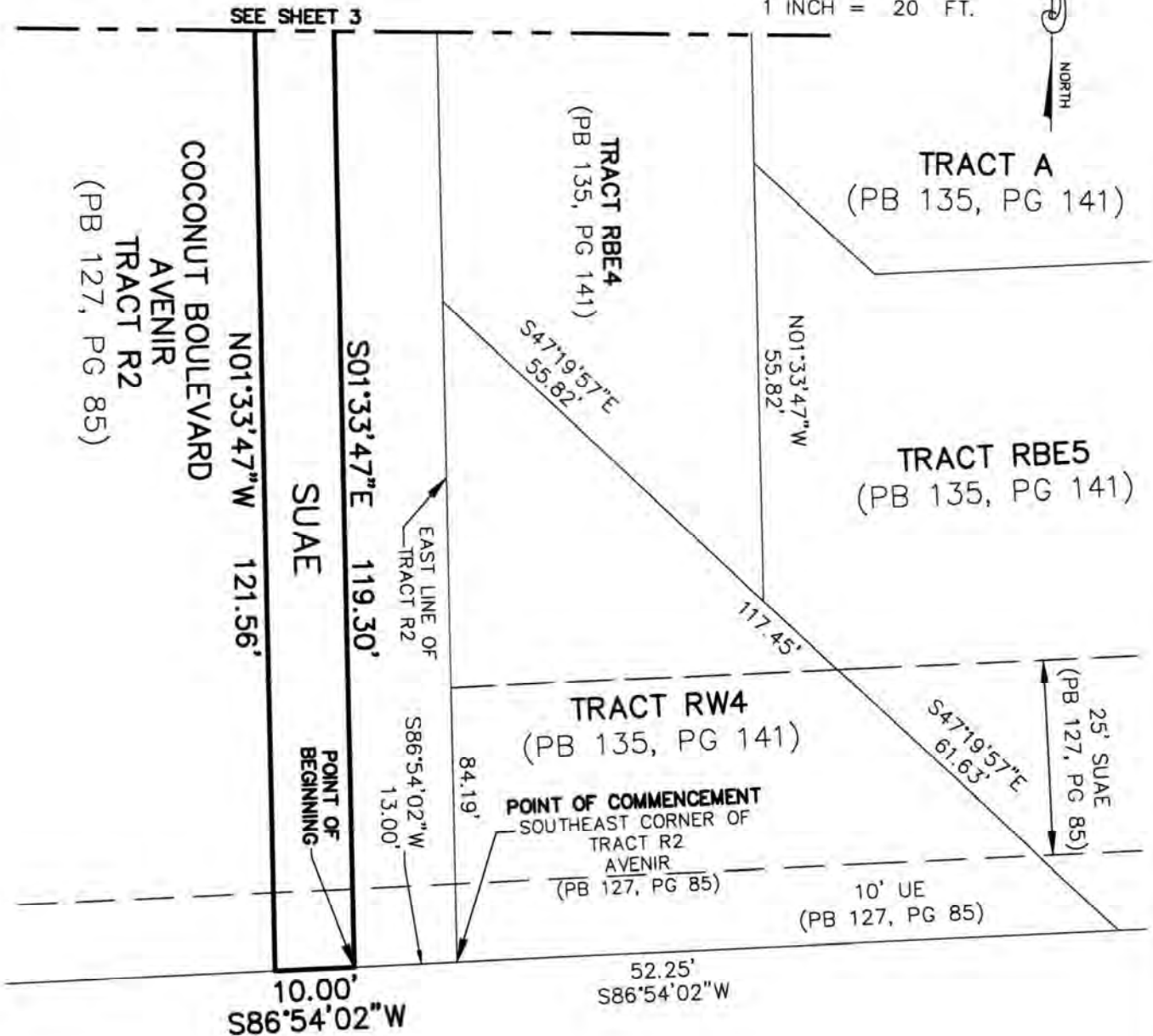
- PB - PLAT BOOK
- PG - PAGE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

GRAPHIC SCALE



(IN FEET)

1 INCH = 20 FT.



SHEET 2 OF 7



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
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**AVENIR TOWN CENTER
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION**

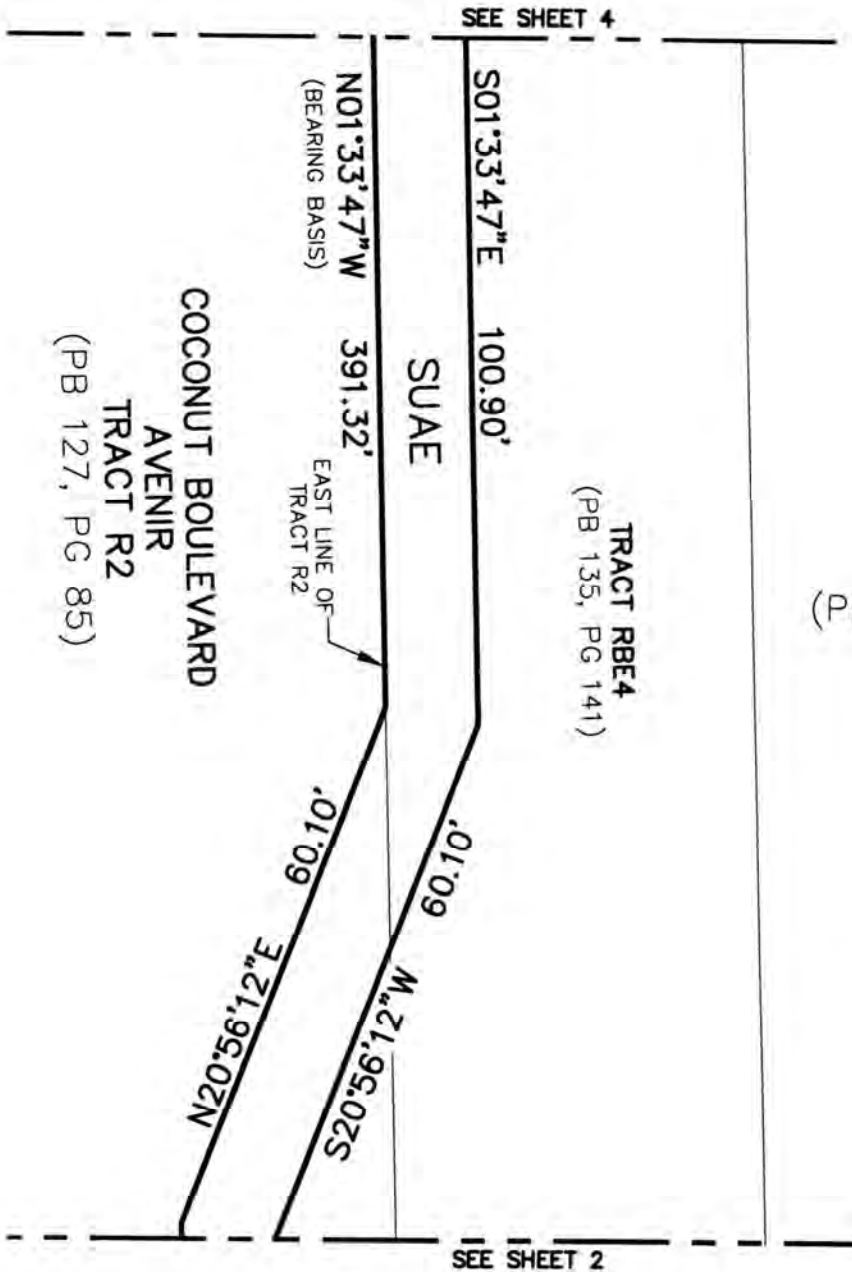
DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



SEE SHEET 4

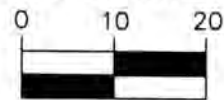
TRACT A
(PB 135, PG 141)

TRACT RBE4
(PB 135, PG 141)

COCOONUT BOULEVARD
AVENIR
TRACT R2
(PB 127, PG 85)



GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT.

SEE SHEET 2

LEGEND:

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

SHEET 3 OF 7



CAULFIELD & WHEELER, INC.
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PHONE (561)-392-1991 / FAX (561)-750-1452

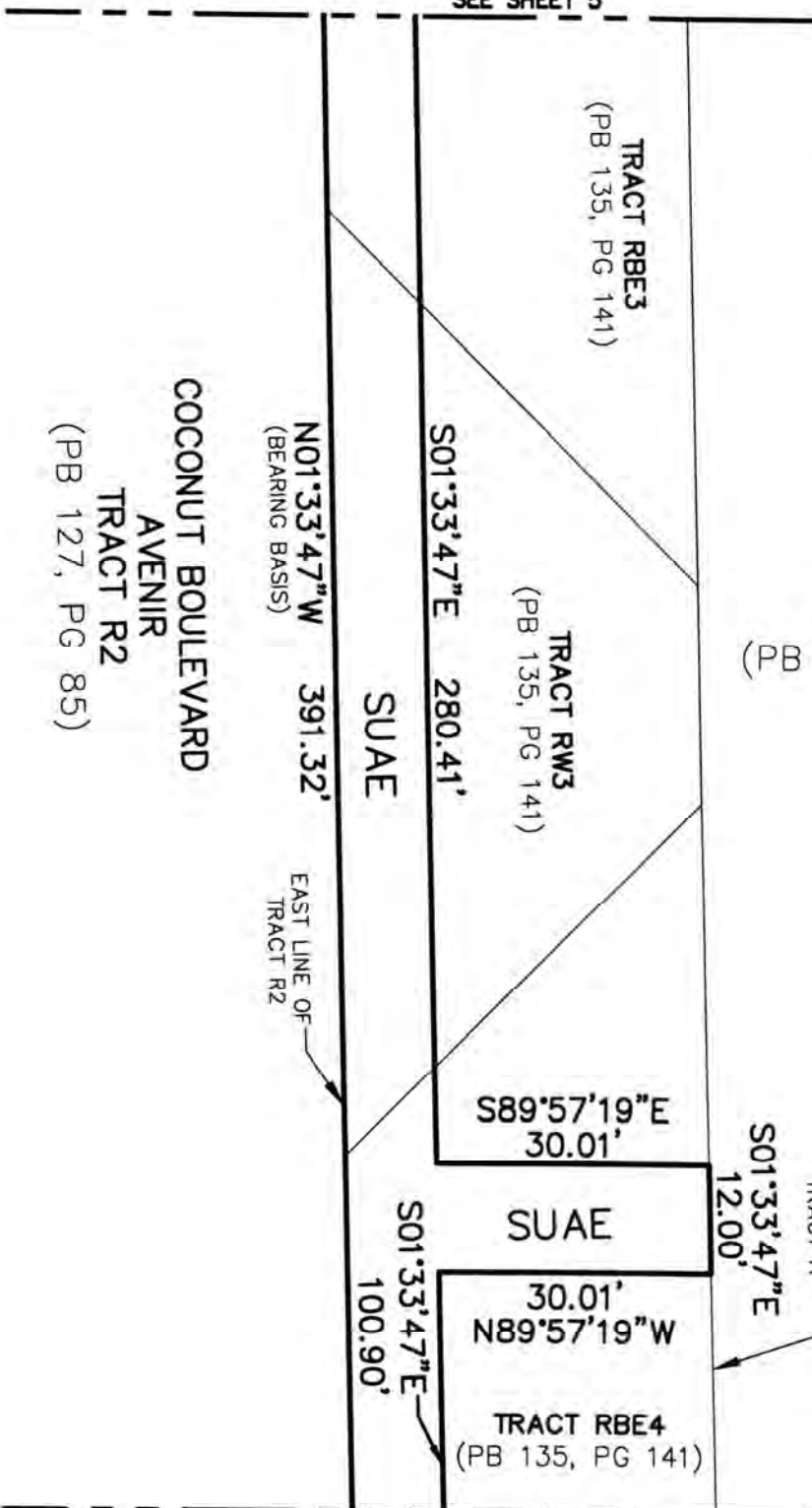
AVENIR TOWN CENTER
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

SEE SHEET 5

LEGEND:

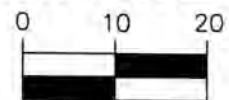
- PB - PLAT BOOK
- PG - PAGE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT



TRACT A
(PB 135, PG 141)



GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT.

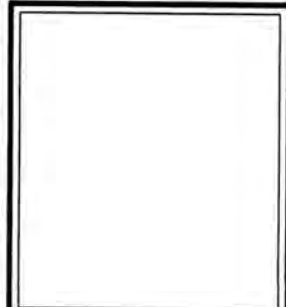
SEE SHEET 3

SHEET 4 OF 7



CAULFIELD & WHEELER, INC.
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**AVENIR TOWN CENTER
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

SEE SHEET 6

TRACT RBE2
(PB 135, PG 141)

R=1470.00'
Δ=11°05'25"
L=284.54'

TRACT RW2
(PB 135, PG 141)

N89°50'06"E
30.06'

EAST LINE OF
TRACT A

R=1500.00'
Δ=0°27'33"
L=12.02'

RB=S88°21'10"W

S00°00'00"E
10.10'

N90°00'00"W
10.11'

R=1470.00'
Δ=1°17'38"
L=33.20'

CR=S87°08'35"W

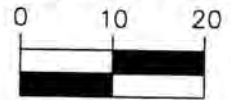
TRACT A
(PB 135, PG 141)

LEGEND:

- RB - RADIAL 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 = 20 FT.

COCONUT BOULEVARD
AVENIR
TRACT R2
(PB 127, PG 85)

R=1460.00' Δ=12°54'18" L=328.85'

SUAE

S01°33'47"E
280.41'

TRACT RBES3
(PB 135, PG 141)

N01°33'47"W
391.32'
(BEARING BASIS)
EAST LINE OF
TRACT R2

SEE SHEET 4

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 TOWN CENTER
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

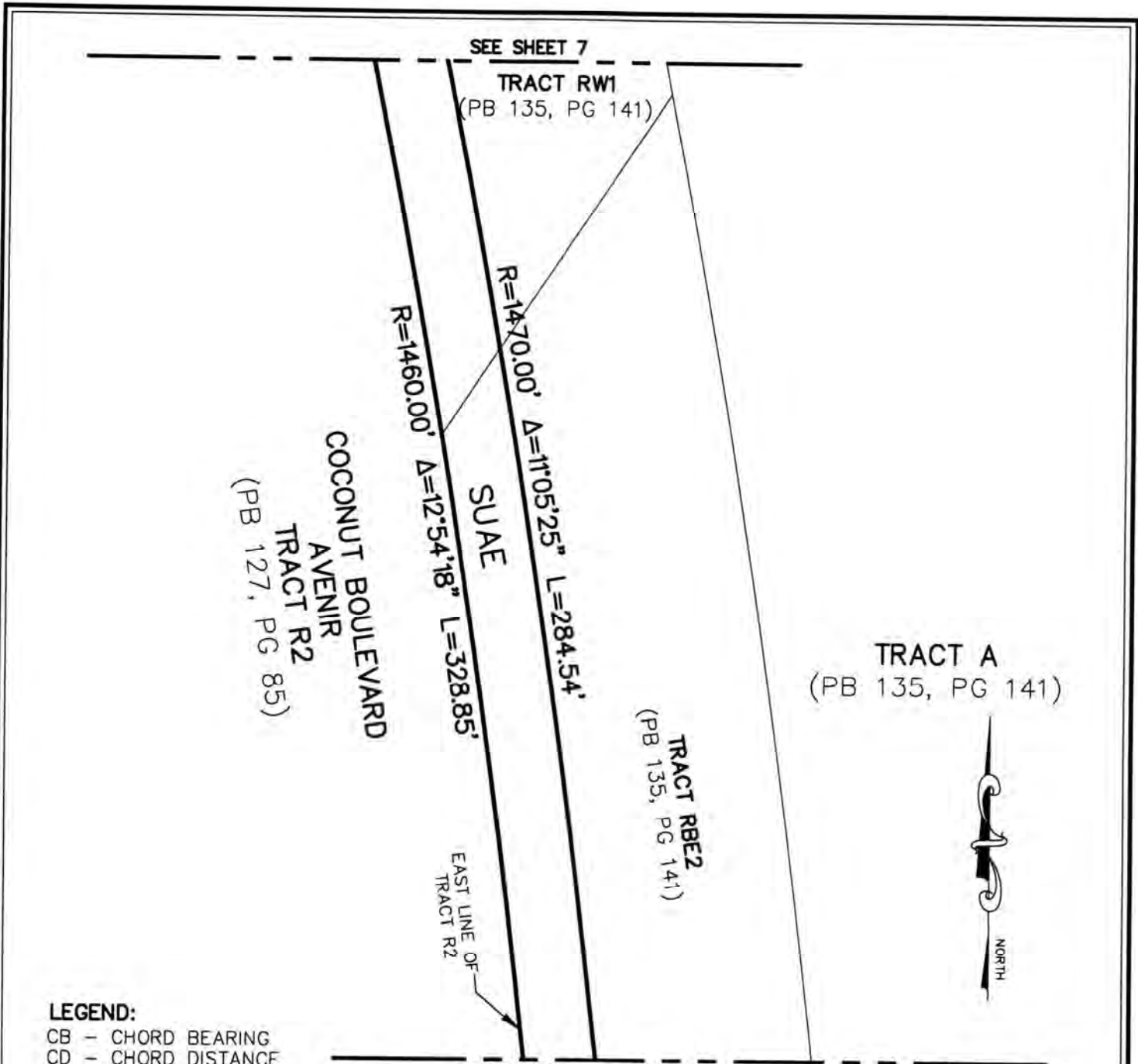
DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



SEE SHEET 7

TRACT RW1
(PB 135, PG 141)

R=1470.00' Δ=11°05'25" L=284.54'

R=1460.00' Δ=12°54'18" L=328.85'

SUAE

COCONUT BOULEVARD
AVENIR
TRACT R2
(PB 127, PG 85)

TRACT RBE2
(PB 135, PG 141)

TRACT A
(PB 135, PG 141)

EAST LINE OF
TRACT R2

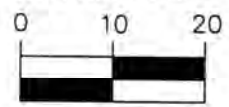
SEE SHEET 5



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 = 20 FT.

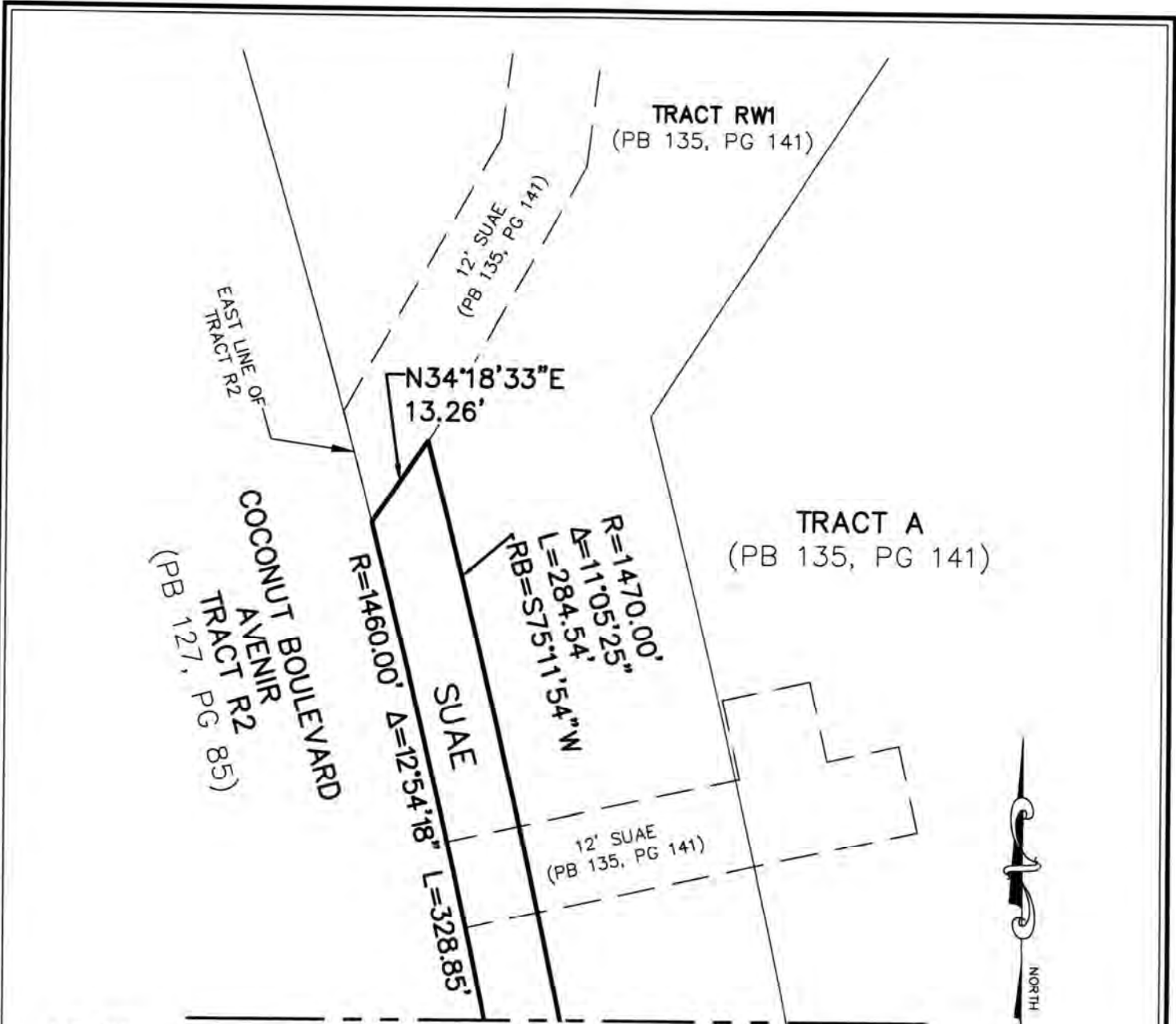
SHEET 6 OF 7

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 TOWN CENTER
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION**



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

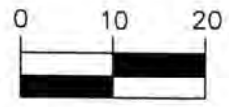


SEE SHEET 6

LEGEND:

- RB - RADIAL 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

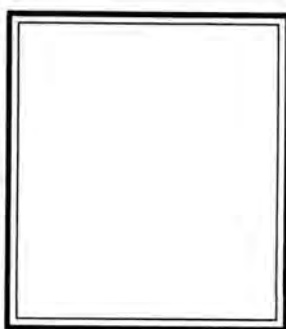


(IN FEET)
1 INCH = 20 FT.

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



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR TOWN CENTER
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION**

DESCRIPTION:

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

COMMENCING AT THE WEST SOUTHEAST CORNER OF TRACT A, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT A, NORTH 01°33'47" WEST, A DISTANCE OF 225.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 01°33'47" WEST, A DISTANCE OF 12.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°57'19" EAST, A DISTANCE OF 21.48 FEET; THENCE, SOUTH 00°02'41" WEST, A DISTANCE OF 12.00 FEET; THENCE, NORTH 89°57'19" WEST, A DISTANCE OF 21.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,654 SQUARE FEET, 0.038 ACRES, MORE OR LESS.

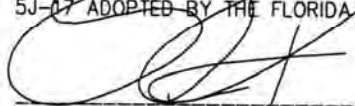
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

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°33'47" WEST ALONG THE WEST LINE OF TRACT A, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135 PAGES 141, 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 MAY 16, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

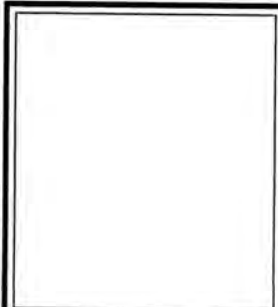


RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR AND
MAPPER #6272
STATE OF FLORIDA - LB #3591

SHEET 1 OF 2



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



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR TOWN CENTER
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

LEGEND:

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

COCONUT BOULEVARD
AVENIR
TRACT R2
 (PB 127, PG 85)

EAST LINE OF
 TRACT R2

N01°33'47"W
12.00'

POINT OF BEGINNING

S89°57'19"E
21.48'

SUAE

S00°02'41"W
12.00'

N89°57'19"W
21.14'

TRACT A
(PB 135, PG 141)

(BEARING BASIS)
 N01°33'47"W
225.28'

TRACT RBE4
(PB 135, PG 141)

POINT OF COMMENCEMENT
 THE WEST SOUTHWEST
 CORNER OF TRACT A
 AVENIR TOWN CENTER
 (PB 135, PG 141)

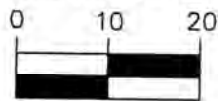
N01°33'47"W
55.82'

TRACT RBE5
(PB 135, PG 141)

S47°19'57"E
55.82'



GRAPHIC SCALE



(IN FEET)

1 INCH = 20 FT.

SHEET 2 OF 2



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

DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

AVENIR TOWN CENTER
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

DESCRIPTION:

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

COMMENCING AT THE NORTHEAST CORNER OF TRACT RW2, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 03°59'44" EAST, A DISTANCE OF 18.24 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 89°50'06" EAST, A DISTANCE OF 22.72 FEET; THENCE, SOUTH 00°09'54" EAST, A DISTANCE OF 12.00 FEET; THENCE, SOUTH 89°50'06" WEST, A DISTANCE OF 22.04 FEET TO A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1500.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 86°48'43" WEST; THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°27'33", A DISTANCE OF 12.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 268 SQUARE FEET, 0.006 ACRES, MORE OR LESS.

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

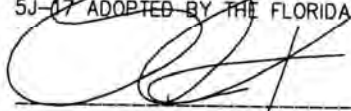
NOTES:

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°33'47" WEST ALONG THE WEST LINE OF TRACT A, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135 PAGES 141, 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 MAY 16, 2023.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

SHEET 1 OF 2



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

DATE 05/16/2024

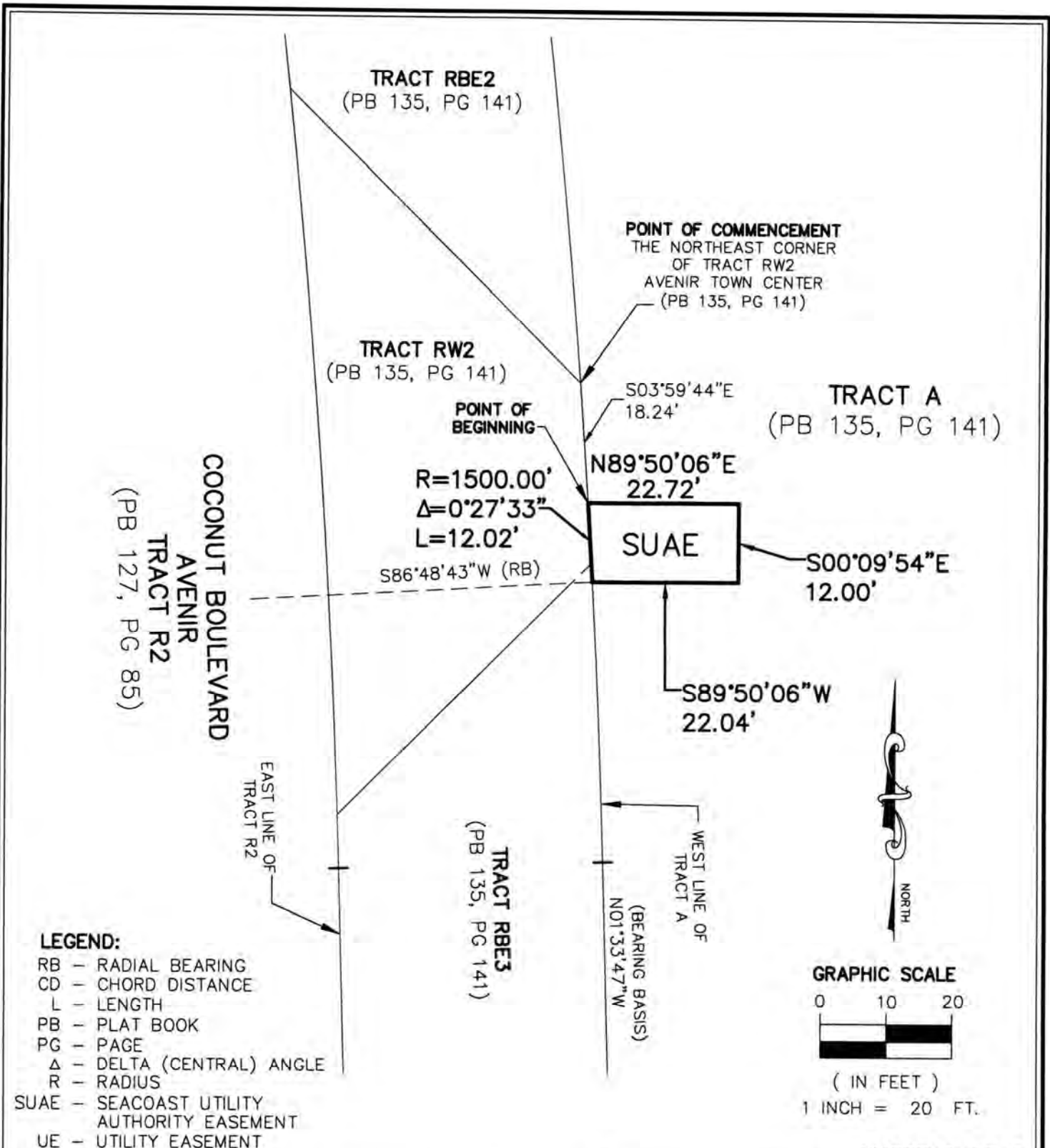
DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

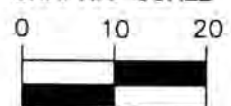
**AVENIR TOWN CENTER
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**



LEGEND:

- RB - RADIAL 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 = 20 FT.

SHEET 2 OF 2

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



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR TOWN CENTER
 SEACOAST UTILITY AUTHORITY EASEMENT
 SKETCH OF DESCRIPTION**



*Monthly Managers Report
May 23, 2024*

Date of Report: 5/15/2024

Submitted by: Richard Salvatore

○ **Completed Tasks**

- Repair of the leaking roof, which was causing damage in the West bathrooms, has been completed.
 - Repair of damaged drywall and ceilings has also been completed.
- Gym “After-hours” usage has begun. The new gym hours are 5 AM – 12 AM.
- Last month’s approved landscaping improvements have been completed by Arazoza brothers.
- Faulty exterior pavilion fans have been repaired.
- Faulty interior Kids’ room fans have been replaced.
- The gym / Aerobics room AC had a refrigerant leak, leaving the unit empty and inoperable.
 - The unit was leak checked, leak found and repaired, and recharged.
 - The unit is operating properly now.

○ **Ongoing Tasks**

- 2024 Handbook Revisions are underway, to be finalized and proposed soon.
- The previously approved “Mr. Sparky” contract has been provided to the Vendor for review and execution.
- Contracting/Scheduling of the gate install for the tennis access control project is underway.

○ **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 consideration**
 - Proposals for the Summer Flower rotation:
 - **CPM: \$3,376.00 (Recommend)**



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

ESTIMATE #: 3541
CLASS: LANDSCAPE

Customer Info:
Avenir CDD c/o Vista Property Services - ROYAL PALM CIRCLES

rsalvatore@avenircdd.org

Date:
05-15-2024

CPM Rep:
Jeff Osias

Job Description
LOS: ROYAL PALM CIRCLES
Replace Annuals with Penta Mix
Lipstick, Violet and Lavender

DESCRIPTION	QTY	PRICE	TOTAL
PENTA (Annual) - 4 in LIPSTICK	210.00	\$2.40	\$504.00
PENTA (Annual) - 4 in VIOLET	210.00	\$2.40	\$504.00
PENTA (Annual) - 4 in LAVENDER	210.00	\$2.40	\$504.00
POTTING SOIL - CY	1.00	\$125.00	\$125.00
BLACK KOW MANURE - Bag	5.00	\$15.00	\$75.00
MULCH BROWN - Bag	22.00	\$5.75	\$126.50
LABOR ENHANCEMENT	1.00	\$125.00	\$125.00
DEBRIS REMOVAL - CY	1.00	\$35.00	\$35.00

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

TOTAL \$1998.50



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

ESTIMATE #: 3540
CLASS: LANDSCAPE

Customer Info:
Avenir CDD c/o Vista Property Services - ENTRY ISLAND

rsalvatore@avenircdd.org

Date:
05-15-2024

CPM Rep:
Jeff Osias

Job Description
LOS: Entry island
Replace Annuals with Penta mix
Lipstick, Violet and Lavender

DESCRIPTION	QTY	PRICE	TOTAL
PENTA (Annual) - 4 in LIPSTICK	150.00	\$2.40	\$360.00
PENTA (Annual) - 4 in VIOLET	150.00	\$2.40	\$360.00
PENTA (Annual) - 4 in LAVENDER	150.00	\$2.40	\$360.00
POTTING SOIL - CY	0.50	\$125.00	\$62.50
BLACK KOW MANURE - Bag	5.00	\$15.00	\$75.00
LABOR ENHANCEMENT	1.00	\$125.00	\$125.00
DEBRIS REMOVAL - CY	1.00	\$35.00	\$35.00

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

TOTAL \$1377.50



- **Proposals for consideration**

- Two (2) Proposals for requested tree trimming behind the pool deck, overlooking the golf course.
 - **Arazoza Brothers: \$3,840.00 (Recommend)**
 - CPM: \$6,800.00



4362 Northlake Blvd, #102, P8G FL, 33410 | Phone: 561-905-0403

Quote for Services

Scope of Work

Reduce hedge row indicated to a height of 5', allow to flush back out and to be maintained by maintenance company at no more than 6'

Date: April 9, 2024

To: Avenir - Vesta Property Services

Project: North Hedge Row Reduction

Key	Description	Spec	Qty	Unit Cost	Total Cost
Notes	Job Site Prep. Removal and disposal of unwanted materials	Lump Sum	1	\$ 700.00	\$ 700.00
NW - Side	Reduction of all (non-tree) materials to a first cut of 5'	Lump Sum	1	\$ 2,025.00	\$ 2,025.00
NE - Side	Reduction of all (non-tree) materials to a first cut of 5'	Lump Sum	1	\$ 1,115.00	\$ 1,115.00
Total:					3,840.00



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

ESTIMATE #: 3249
CLASS: TREE

Customer Info:
Avenir Master

rsalvatore@avenircdd.org
 jorodriguez@vestapropertyservices.com

Date:
04-22-2024

CPM Rep:
Oscar Lema

Job Description
CDD clubhouse : hedge behind the pool to provide views to the golf course.
reduce Clusia hedge to 5 ft and trim wax mirtle trees , oak trees as needed

DESCRIPTION	QTY	PRICE	TOTAL
Reduce clusia / trim trees / debris removal	1.00	\$6800.00	\$6800.00

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

TOTAL \$6800.00



- **Proposals for consideration**
 - Additional Expenses for access control project from Mr. Sparky
 - **\$2,742.00** for trenching to pickleball / tennis courts, and addition of GFI's.



Mister Sparky Electric
 888-8-Sparky
 State Lic# EC13008384

Estimate 631588821
 Estimate Date 5/6/2024

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-1520	Trench per 5' to include backfill, conduit and wire up to 50'	7.00	\$301.00	\$2,107.00
REC-058	Install New Outdoor GFCI Recept within 5Ft	1.00	\$635.00	\$635.00

Ground Fault Circuit Interrupter outlets are required anyplace in the home that water may be present. These outlets help prevent electrical shock.

Potential Savings	\$274.06 - \$274.06	Sub-Total	\$2,742.00
		Tax	\$0.00
		Total Due	\$2,742.00
		Deposit/Downpayment	\$0.00

Lifestyle Directors Report

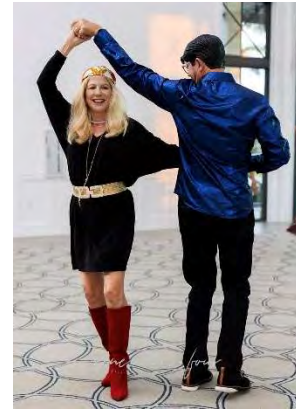
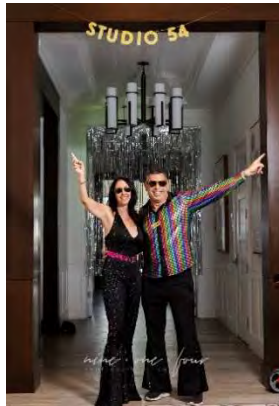
Date of Report: 5/15/2024

Submitted by: Patrice Chiaramonte

Completed Events:

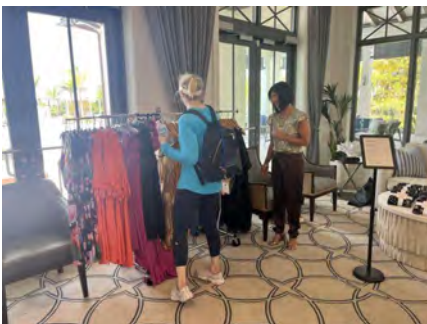
Friday, April 26th – Adult only - Studio 54

Forty residents participated in this event. The event hall was converted to “Studio 54” club setting. Residents enjoyed a DJ, Cash Bar, Old School Food Truck, and professional pictures on the spot.



Saturday, May 4th 2024- Mothers Day

Over fifty residents enjoyed a day at the pool with their mom’s! Residents enjoyed a kid’s craft for Moms, Vendor shopping, gifts for mom, and The Picnic food truck.



Summer Events:

Friday May 17th: Best Pizza Heaven Food Truck Friday

Saturday May 25th: Memorial Day Pool Party (Good Days Pizza Food Truck, DJ)

Saturday June 8th: Fathers Day Pool Party (A Cutlet Above Food Truck, Vendors)

Saturday June 15th: Saturday Morning Coffee Food Truck (Café Tico)

Friday June 21st: Food Truck Friday (A Cutlet Above)

Saturday June 29th: Independence Day Celebration BBQ Pool Party (G;s BBQ, Ice Rolls)

Saturday July 6th: Food Truck, Poolside (Meat in the Middle)

Saturday July 13th: Food Truck, Poolside (Le Coin a Crepe)

Friday July 19th: Paint and Sip (Viral Tik Tok Challenge)

Saturday July 20th: Firepit Festival, Food Trucks (681 Seafood, Vendors)

Friday August 16th: Food Truck Friday- G's Hibachi

Saturday August 16th: Labor Day Tiki Tangle Pool Party (Meat in the Middle, Steele Drum band)

Field Operations Manager Report

Date Submitted: 5/15/24

Submitted by: Jorge Rodriguez

Completed Tasks

- All amenity sidewalks and curbs 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 filters have been replaced.
- All tennis court 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 light fixtures are inspected nightly, and Interior lights are inspected daily.
- The 6 Clay Tennis Courts are raked and rolled thrice weekly. (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

- All clubhouse rugs are currently being shampooed and deep cleaned for stain and marking removal.
- Interior touch-up paints are ongoing throughout the clubhouse to restore the original aesthetic.
- Pressure washing of the entire pool deck began the week of 5/13.

