

AVENIR COMMUNITY DEVELOPMENT DISTRICT

CITY OF PALM BEACH GARDENS

REGULAR BOARD MEETING & PUBLIC HEARING OCTOBER 24, 2024 12:30 P.M.

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

www.avenircdd.org

561.630.4922 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

AGENDA AVENIR COMMUNITY DEVELOPMENT DISTRICT

2501A Burns Road

Palm Beach Gardens, Florida 33410

REGULAR BOARD MEETING & PUBLIC HEARING

October 24, 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. August 22, 2024 Regular Board Meeting & Public Hearing Minutes
- G. Public Hearing
 - 1. Proof of Publication
 - 2. Receive Public Comments on Amending Clubhouse Rates
 - 3. Consider Resolution No. 2024-13 Amending Club Rates
- H. Old Business
- I. New Business
 - 1. Discussion Regarding Storm Cleanup (Insurance & FEMA)
 - 2. Consider Ratification of Temporary Clubhouse Access for Regency Residents
 - 3. Consider Approval of Eight Supplemental Engineer's Report (A-10, A-11, A-21) (TBD)
 - 4. Consider Approval of Methodology Report (A-10, A-11, A-21) (TBD)
 - 5. Consider Resolution No. 2024-14 Declaring Special Assessments (A-10, A-11, A21) (A Bonds) (TBD)
 - 6. Consider Resolution No. 2024-15 Declaring Special Assessments (A-10, A-11, A21) (A Bonds) (TBD)
 - 7. Consider Resolution No. 2024-16 Setting Public Hearing on the Levy of Non Ad-Valorem Assessments 170.07 FS (A-10, A-11, A21) (B Bonds) (TBD)
 - 8. Consider Resolution No. 2024-17 Setting Public Hearing on the Levy of Non Ad-Valorem Assessments 170.07 FS (A-10, A-11, A21) (B Bonds) (TBD)
 - 9. Consider Award of Contract for Pod 21 Lift Station Project
 - 10. Consider Landscaping Proposal (Arazoza)
 - 11. Reconsider Approval of Arazoza Brothers Landscape Install 2nd Amendment 2024
 - 12. Consider Request for Fountain (Akel)
 - 13. Discussion Regarding Board Appointment
- J. Change Orders
 - 1. Consider Approval of CO No. 8 Northlake Ph 2 (Cheatham) (\$226,441.20)
 - 2. Consider Ratification of Northlake Phase 1 CO No 6 (Cheatham) (\$41,663.00)
- K. Consent Agenda
 - 1. Consider Ratification of Pod 10 Plat
 - 2. Consider Ratification of Pod 11 Plat

- 3. Consider Ratification of Pod 21 Plat
- 4. Consider Ratification of Walgreens Drainage Easement Dedication
- 5. Consider Ratification of Bypass Road Public Utility Easement
- 6. Consider Ratification of Avenir Town Center Phase 1 Easements (either FPL or Public Utility)
- 7. Consider Approval of Public Grade Xing Maintenance Agreement (CSXT)
- 8. Consider Approval of FPL Lighting Agreement Northlake Pkwy
- 9. Consider Ratification of Avenir Bypass Road FPL Backbone (SPF Underground Agreement)
- 10. Consider Ratification of Town Center Bypass Road Public U.E.

L. Clubhouse

- 1. Clubhouse Management Update
- 2. Consider Landscaping Proposal (Arazoza)
- M. Administrative Matters
- N. Board Member Comments
- O. Adjourn



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

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer Avenir CDD

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

STATE OF WISCONSIN, COUNTY OF BROWN

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

10/10/2024

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

Florida Statutes

Subscribed and sworn to before me by the legal clerk, who

is personally/knoy/n to me, on 10

Legal Clerk

Notary, State of W. County of Brown

My commission expires

Publication Cost:

\$233.75

Tax Amount:

\$0.00

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\$233.75

Order No:

10649537

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Customer No:

1348509

PO #:

meeting schedule

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

RYAN SPELLER Notary Public State of Wisconsin AVENIR COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 202/2025
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
dotes:

October 24, 2024 October 24, 2024 November 21, 2024 December 19, 2024 January 23, 2025 February 27, 2025 March 27, 2025 April 24, 2025

March 27, 2025

April 24, 2025

April 24, 2025

June 26, 2025

June 26, 2025

July 24, 2025

August 28, 2025

September 25, 2025

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

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 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 occommodations 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.

notice.
AVENIR COMMUNITY
DEVELOPMENT DISTRICT www.avenircdd.org No.10649537 Oct. 10, 2024

AVENIR COMMUNITY DEVELOPMENT DISTRICT PUBLIC HEARING & REGULAR BOARD MEETING AUGUST 22, 2024

A. CALL TO ORDER

The August 22, 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 August 2, 2024, and August 9, 2024, as legally required.

C. ESTABLISH A QUORUM

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

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

Also present was Michael McElligott of Special District Services, Inc. and District residents Rebecca Oliver-Remshifski and Mitchell Kay.

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. July 1, 2024, Regular Board Meeting

The minutes of the July 1, 2024, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the minutes of the July 1, 2024, Regular Board Meeting, as presented.

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

G. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented which indicated that notice of the Public Hearing had been published in the *Palm Beach Post* on August 2, 2024, and August 9, 2024, as legally required.

2. Receive Public Comment on Fiscal Year 2024/2025 Final Budget

Mr. Pierman explained the budget process, the line items within the budget and answered general questions from those in attendance. He read a letter from resident Deborah Steckis objecting to the assessment increase, noting that the annual increase would be \$242.

3. Consider Resolution No. 2024-10 – Adopting a Fiscal Year 2024/2025 Final Budget

Resolution No. 2024-10 was presented, entitled:

RESOLUTION NO. 2024-10

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2024/2025 BUDGET.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously adopting Resolution No. 2024-10, as presented.

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

H. OLD BUSINESS

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

I. NEW BUSINESS

1. Consider Resolution No. 2024-11 – Adopting a Fiscal Year 2024/2025 Meeting Schedule

Resolution No. 2024-11 was presented, entitled:

RESOLUTION NO. 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2024-11, as presented.

2. Consider Resolution No. 2024-12 – Adopting Goals and Objectives

Resolution No. 2024-12 was presented, entitled:

RESOLUTION 2024-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2024-12, as presented.

3. Consider SUA Western Service Area Model Development and Fire Flow Analysis Scope of Services and Corresponding Consulting Services Agreement

Mr. Ballbe explained that the agreement was for an overall study of the master infrastructure for water flow and fire line pressure in the amount of \$29,770.

A motion was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the SUA Western Service Area Model Development and Fire Flow Analysis Scope of Services and Corresponding Consulting Services Agreement in the amount of \$29,770, as presented.

4. Consider Land Swap Agreement and Corresponding Engineer's Report

Mr. Ballbe explained that the District previously acquired property for lakes and rights of way from the developer, but that the District now needs to return certain areas to the developer in exchange for additional parcels. Although a total of 15.213 acres is being returned to the developer, the District is gaining a net 8.424 acres.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously approving the Land Swap Agreement and corresponding Engineer's Report, as presented.

5. Consider PBGPD License Plate Reader Request and Flock Safety Property Agreement

Mr. Pierman explained that the Palm Beach Gardens Police Department had requested that they be allowed to install, through Flock Safety, license plate readers in the community.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the PBGPD License Plate Reader request and Flock Safety Property Agreement, as presented.

6. Consider Ratification of Execution of Avenir Charter School Plat

Mr. Ballbe noted that the charter school had purchased the land and the plan was going through planning.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously ratifying the execution of the Avenir Charter School Plat, as presented.

7. Consider SPF Underground Agreement (Bypass Road)

Mr. Ballbe explained that this agreement was to install dry utilities and lighting for the bypass road, which is land owned by the District and was in the amount of \$225,000.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the SPF Underground Agreement (Bypass Road) in the amount of \$225,000, as presented.

8. Consider Acceptance of Annual Engineer's Report

Mr. Ballbe presented the Annual Engineer's Report, noting that the bulk of the infrastructure in Assessment Areas 1, 2 and 3 had been completed.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously accepting the Annual Engineer's Report, as presented.

9. Consider Arazoza Amendment

Mr. Ballbe explained that the agreement amendment was for additional landscaping and irrigation work, adding the bypass road to the parkway agreement.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Arazoza Amendment, as presented.

10. Discussion Regarding Basketball Court

Mr. Pierman presented Mr. Diamond's request to add a basketball court to the facilities. Following discussion, the Board consensus was that the item had not been budgeted, so no action was taken.

11. Legislative Update

Mr. Cochran noted that most of the updates had already been presented to the Board, but that the Legislature had added a human trafficking amendment, which requires all government agencies to obtain an anti-human trafficking affidavit for new contracts.

J. CHANGE ORDERS

Mr. Ballbe presented the following change order:

- 1. Latite Roofing Additional Work Authorization for the Coconut entrance roofing work in the amount of \$16,396.
- 2. Hawkins Construction CO No 001 For plan revisions in the amount of \$177,972.80.
- 3. Hawkins Construction CO No 002 for the FPL primary conduit in the amount of \$54,193.19.
- 4. Hawkins Construction CO No 003 for installation of a fire hydrant water main during construction in the amount of \$17,484.48.
- 5. Hawkins Construction CO No 004 for roof downspout drainage in the amount of \$89,166.86.
- 6. Hawkins Construction CO No 005 for added dry retention areas and landscaping in the amount of \$79,985.50.
- 7. Hawkins Construction CO No 007 for irrigation pump station landscaping, irrigation and fencing, in the amount of \$34,148.09.
- 8. Hawkins Construction CO No 008 for fountain light changes in the amount of \$10,986.92.

- 9. Hawkins Construction CO No 009 for landscape changes due to plan revisions in the amount of \$11,084.63.
- 10. Hawkins Construction CO No 010 for site lighting revisions, including additional roadway and parking lot lighting and style changes, required by the city in the amount of \$1,105,079.95.
- 11. SPF Underground CO No 3 for Spine Road 5 dry utility additions in the amount of \$13,280.80.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving Change Orders 1-11, as presented.

K. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore noted that the clubhouse landscaping had been mulched and the access control project had begun. The fence has been installed and the electric has been permitted and started. He also presented a proposal from Prosecco Café to conduct a trial run serving food at the clubhouse at no cost to the District. Following discussion, a **motion** was made by Mr. Lopez, seconded by Ms. Cepero and unanimously passed allowing the trial run, subject to licensing, insurance and legal review.

Ms. Chiaramonte highlighted several events that had taken place at the clubhouse, noting that programming was lighter over the summer.

2. Discussion Regarding Proposed Club Fee Schedule for Fiscal Year 2024/2025

Mr. Pierman presented the proposal club fee schedule, noting that the District would need to advertise a public hearing to formally accept the new rate. Board consensus was to accept the new rates and proceed with advertising the public hearing.

L. ADMINISTRATIVE MATTERS

Mr. Pierman noted that there would be one vacant seat on the Board in November and asked how the Board would like to approach the seat's appointment. Following discussion, the Board consensus was to request resumes from residents who express interest in the position.

M. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

N. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adjourning the Regular Board Meeting at 1:36 p.m.

ATTESTED BY:	
Secretary/Assistant Secretary	Chairperson/Vice-Chair

AVENIR COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER REVISING THE RATES FOR CLUBHOUSE AMENITIES FOR THE FISCAL YEAR 2024/2025 AND NOTICE OF REGULAR BOARD MEETING.

The Board of Supervisors of the Avenir Community Development District will hold a Public Hearing ('public hearing") and Regular Board Meeting ("meeting") on October 24, 2024, at 12:30 p.m. in the offices of Special District Services, Inc. located at The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410. The purpose of the public hearing is for the Board to consider revising and updating the rates for clubhouse amenities. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. Specific legal authority for the revisions to the rate referenced below is Section 190.35, Florida Statutes, and the Amenity Rules Handbook of the Avenir Community Development District.

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

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

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

Avenir Community Development District									
Fee Schedule FY 2024/2025									
CATEGORY	P	ATRON	N	ION-PROFIT	NON-PATRON				
ANNUAL MEMBER CLUB FEE – Non-Residents	\$	3,500		N/A	N/A				
LEASE APPLICATION PROCESSING FEE	\$	50		N/A	N/A				
MEMBERSHIP CARD/FOB REPLACEMENT FEE	\$	25		N/A	N/A				
Afterhours Staffing Fee (After 10 p.m.)	\$	55/hr	\$	55/hr	\$	55/hr			
С	LUB RENTAL FE	ES AND DEPOSITS							
EVENT HALL - Non-Refundable Fee (6 Hours)	\$	1,500	\$	1,500	\$	2,250			
EVENT HALL – Non-Refundable Fee (All Day)	\$	2,800	\$	2,800	\$	4,760			
EVENT HALL – Refundable Deposit	\$	500	\$	500	\$	500			
CLUBROOM – Non-Refundable Fee (6 Hours)	\$	650	\$	650	\$	950			
CLUBROOM - Non-Refundable Fee (All Day)	\$	1,350	\$	1,350	\$	1,850			
CLUBROOM - Refundable Deposit	\$	500	\$	500	\$	500			
CAFE PAVILION – Non-Refundable Fee (6 Hours)	\$	1,000	\$	1,250	\$	1,250			
CAFE PAVILION – Refundable Deposit	\$	250	\$	250	\$	250			
LARGE PAVILION – Non-Refundable Fee (6 Hours)	\$	800	\$	1,000	\$	1,000			
LARGE PAVILION – Refundable Deposit	\$	250	\$	250	\$	250			
SMALL PAVILION – Non-Refundable Fee (6 Hours)	\$	500	\$	625	\$	625			
SMALL PAVILION – Refundable Deposit	\$	250	\$	250	\$	250			
TENNIS COURT (2 hours)	\$	5	\$	5	\$	5			

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

Page 8

RESOLUTION NO. 2024-13

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

WHEREAS, the Avenir Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida; and

WHEREAS, the District is the owner of the Avenir Clubhouse and Recreational Amenities, located at 12255 Avenir Road, Palm Beach Gardens, Florida (the "<u>Club Property</u>"); and

WHEREAS, pursuant to Section 190.011, Florida Statutes, the District is authorized to adopt and modify rules, regulations, and rates pursuant to the provisions of Chapter 120, Florida Statutes, prescribing the conduct of the business of the District; and

WHEREAS, Section 190.035, Florida Statutes, authorizes the District to prescribe, fix, establish, modify, and collect rates, fees and other charges for facilities and services furnished by the District; and

WHEREAS, pursuant to Resolution 2022-12, adopted by the District Board of Supervisors (the "District Board") at its meeting of October 27, 2022, the Avenir Community Development District Fee Schedule, including applicable District rates, fees and charges was modified and re-adopted, which fee schedule was amended and supplemented with Resolution No. 2023-13, adopted September 28, 2023; and

WHEREAS, as part of the approved Final Budget for Fiscal Year 2024/2025 (the "Final Budget"), the District Board of Supervisors increased the assessment pertaining to the operation and management of the Avenir Club and related facilities in order to cover increased costs, as set forth in said Final Budget; and

WHEREAS, the District Board of Supervisors has determined that it is also necessary to increase the Annual Member Club Fee as set forth in the Fee Schedule in order to address the increased costs that have been placed on Members of the Avenir Club, as set forth in the Final Budget; and

WHEREAS, the District's Amenities Rules Handbook requires that the charges, rates, deposits, and fees applicable to the Club Property, and any changes thereto, be adopted by Resolution of the District Board of Supervisors in accordance with Section 190.035, Florida Statutes, and after a public hearing advertised at least ten (10) days prior to the public hearing; and

WHEREAS, the public hearing to consider the increase in the Annual Member Club Fee and the and adoption of the fee schedule for Fiscal Year 2024/2025 pertaining to the use of the Club Property was advertised at least ten (10) days prior to the public hearing; and

WHEREAS, after a public hearing held in accordance with Section 190.035, Florida Statutes, the Board of Supervisors desires to amend and adopt the fee schedule for Fiscal Year 2024/2025 pertaining to the use of the Club Property.

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

- <u>Section 1.</u> The foregoing recitals are hereby incorporated as the findings of fact of the District Board of Supervisors.
 - <u>Section 2.</u> The Annual Member Club Fee is hereby increased from \$3,200 to \$3,500.
- <u>Section 3</u>. The Avenir Community Development District Fee Schedule is hereby amended and replaced with that which is attached hereto and incorporated herein as <u>Exhibit "A"</u>. Any fees, rates, or charges not specifically modified by this Resolution shall be unchanged and shall remain in effect as previously adopted and approved by the District Board of Supervisors.
- Section 4. The District Manager is hereby directed to take all actions consistent with this Resolution.
- <u>Section 5.</u> All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- <u>Section 6.</u> If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.
 - <u>Section 7.</u> This Resolution shall take effect on November 1, 2024.

PASSED AND ADOPTED in the Public Session of the Board of Supervisors of the Avenir Community Development District, this <u>24th</u> day of <u>October</u>, <u>2024</u>.

AVENIR COMMUNITY

Attest:	DEVELOPMENT DISTRICT
Jason Pierman, Secretary	Virginia Cepero, Chair

Avenir Community Development District									
Fee Schedule FY 2024/2025									
CATEGORY PATRON NON-PROFIT NON-PATRO									
ANNUAL MEMBER CLUB FEE – Non-Residents	\$	3,500	N/A		N/A				
LEASE APPLICATION PROCESSING FEE	\$	50	N/A		N/A				
MEMBERSHIP CARD/FOB REPLACEMENT FEE	\$	15	N/A		N/A				
Afterhours Staffing Fee (After 10 p.m.)	\$	55/hr	\$	55/hr	\$	55/hr			
CLUB RENTAL FEES	AND I	DEPOSITS							
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LARGE PAVILION – Refundable Deposit	\$	250	\$	250	\$	250			
SMALL PAVILION – Non-Refundable Fee (6 Hours)	\$	500	\$	625	\$	625			
SMALL PAVILION – Refundable Deposit	\$	250	\$	275	\$	275			
TENNIS COURT (2 hours)	\$	5	\$	5	\$	5			

Last revised November 1, 2024

* ANY FEES, RATES, AND CHARGES NOT SPECIFICALLY MODIFIED OR ADDRESSED IN THIS FEE SCHEDULE SHALL BE UNCHANGED AND SHALL REMAIN IN EFFECT AS PREVIOUSLY ADOPTED AND APPROVED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT. THIS FEE SCHEDULE SHALL REMAIN IN PLACE BEYOND FISCAL YEAR 2024/2025 UNTIL OTHERWISE CHANGED OR MODIFIED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT.

Scrutinized Company Certification

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

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

VENDOR/COMPANY NAME:

SIGNATURE and DATE:

NAME AND TITLE:

Centerline Utilities, Inc dba Centerline, Inc.

July 17, 2024

Randy Stringer Vice President

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

SECTION 40-1 FORM OF PROPOSAL

40.0 PROPOSAL

TO: Jason Pierman

AVENIR COMMUNITY DEVELOPMENT DISTRICT

2501 A Burns Road

Palm Beach Gardens, FL 33410

DATE: _July 17, 2024

Dear Mr. Pierman:

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

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

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

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

SECTION 40-1 FORM OF PROPOSAL

The Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. <u>CGC011107</u> issued by <u>State of Florida Department of Business and professional Regulation</u>, Florida, or in the alternative, is qualified by examination of reciprocity to be so licensed to do this work.

BIDDER: Centerline Utilities, Inc. dba Centerline, Inc.

ADDRESS: 2180 SW Poma Drive, Palm City, Fl. 34990

BY: Randy Stringer

TITLE: Vice President



BIDDER TO PROVIDE QUOTATION FORMS WITH QUANTITIES AND UNIT PRICES. ATTACHED IS THE SAMPLE BID FORM FORMAT WITH THE BID ITEMS. CONTRACTOR TO ADD BID ITEMS AS NECESSARY TO PEFORM THE ENTIRE SCOPE OF WORK AND QUALIFY ANY ITEMS NOT INCLUDED IN THE BID. THE CONTRACT FOR THIS WORK WILL BE A "LUMP SUM" CONTRACT.

Please refer to the link below to download the excel file.

https://www.dropbox.com/scl/fi/pxf1vh7z9evxn7cpmwz39/Sec-40-2-Sample-Quote-Form.xlsx?rlkey=u0plt1xxzbfiql99ls2sbnjue&dl=0

	Annual Company of the	SWITTER	- 2000000		nterline, Inc.		7/17/2024
LINE #	ITEM#	QUANTITY	UNIT	-	UNIT PRICE		TOTAL PRICE
MEDIDI	LIZATION/GENERAL CONDITIONS						
1	MOBILIZATION/GENERAL CONDITIONS	1	LS	\$	18,410.44	\$	18,410.44
2	SURVEY/LAYOUT/ASBUILTS	1	LS	\$		-	50,531.25
3	TESTING	1	EA	\$	50,531.25	\$	•
4	BOND	1	EA	\$	43,968.75	\$	43,968.75
4	BOND	1	EA	Þ	29,000.00 TOTAL	\$ \$	29,000.00 141,910.4 4
ROSI	ON CONTROL						
1	SILT FENCE	4,400	LF	\$	1.89	\$	8,316.00
2	CONSTRUCTION ENTRANCE	1	EA	\$	6,477.00	Ś	6,477.00
3	INLET PROTECTION	12	EA	\$	82.55	\$	990.60
4	SILT FENCE (MAINTENANCE)	6	MO	Ś	1,002.03	\$	6,012.18
5	CONSTRUCTION ENTRANCE (MAINTENANCE)	6	MO	\$	2,222.50	\$	13,335.00
6	FLOATING TURBIDITY BARRIER	Included in		•	2,222.30	7	13,333.00
Ĭ	ASAMIC TONDOM BANKEN	meladed III	aramage	. Dia	TOTAL	\$	35,130.78
ARTH	WORK						
1	CUT AND GRADE ROAD R/W TO TOP OF SUBGRADE ELEVATION	3,200	CY	\$	11.93	\$	38,176.00
_	TO PREP FOR UTILITIES. STOCKPILE MATERIAL ONSITE	3,200	01	Ψ.	11.55	7	30,170.00
					TOTAL	\$	38,176.00
EWA	GE COLLECTION SYSTEM						
1	PVC SDR 26 SANITARY SEWER (6-8')	122	LF	\$	46.23	\$	5,640.06
2	PVC SDR 26 SANITARY SEWER (8-10')	438	LF	\$	55.42	\$	24,273.96
3	PVC SDR 26 SANITARY SEWER (10-12')	37	LF	\$	69.34	\$	2,565.58
4	PVC C-900 SANITARY SEWER (10-12)	349	LF	\$	80.07	\$	27,944.43
5	PVC C-900 SANITARY SEWER (12-14)	451	LF	\$	113.98	\$	51,404.98
6	PVC C-900 SANITARY SEWER (14-16)	217	LF	\$	144.35	\$	31,323.95
7	PVC C-900 SANITARY SEWER (16-18)	433	LF	\$	188.95	\$	81,815.35
8	PVC C-900 SANITARY SEWER (18-20)	132	LF	\$	245.55	\$	32,412.60
9	SANITARY MANHOLE (6-8') (INCLUDES ALL SUA REQUIRED, COATINGS, PAINTING BENCHES, LINING & AGRU COLLER WELDS AT PIPE ENTRY POINTS)	1	EA	\$	10,437.50	\$	10,437.50
10	SANITARY MANHOLE (8-10') (INCLUDES ALL SUA REQUIRED, COATINGS, PAINTING BENCHES, LINING & AGRU COLLER WELDS AT PIPE ENTRY POINTS)	2	EA	\$	12,064.05	\$	24,128.10
11	SANITARY MANHOLE (10-12') (INCLUDES ALL SUA REQUIRED, COATINGS, PAINTING BENCHES, LINING & AGRU COLLER WELDS AT PIPE ENTRY POINTS)	2	EA	\$	13,803.95	\$	27,607.90
12	SANITARY MANHOLE (12-14') (INCLUDES ALL SUA REQUIRED, COATINGS, PAINTING BENCHES, LINING & AGRU COLLER WELDS AT PIPE ENTRY POINTS)	1	EA	\$	15,747.81	\$	15,747.81
13	SANITARY MANHOLE (14-16') (INCLUDES ALL SUA REQUIRED, COATINGS, PAINTING BENCHES, LINING & AGRU COLLER WELDS AT PIPE ENTRY POINTS)	1	EA	\$	17,022.70	\$	17,022.70
14	SANITARY MANHOLE (16-18) (INCLUDES ALL SUA REQUIRED, COATINGS, PAINTING BENCHES, LINING & AGRU COLLER WELDS AT PIPE ENTRY POINTS)	3	EA	\$	21,974.35	\$	65,923.05
15	SANITARY MANHOLE (18-20') (INCLUDES ALL SUA REQUIRED, COATINGS, PAINTING BENCHES, LINING & AGRU COLLER WELDS AT PIPE ENTRY POINTS)	2	EA	\$	24,901.27	\$	49,802.54
16	DROP ASSEMBLY IF REQUIRED	2	EA	\$	6,331.27	\$	12,662.54
17	MANHOLE COLLAR IN GREEN AREAS IF REQUIRED	6	EA	\$	695.12	\$	4,170.72
18	SINGLE SERVICE SEWER INCLUDING ALL SUA REQUIRED FITTINGS	5	EA	\$	3,034.16	\$	15,170.80
19	DOUBLE SERVICE SEWER INCLUDING ALL SUA REQUIRED FITTINGS	24	EA	\$	3,164.95	\$	75,958.80
20	FINALIZE SEWER SYSTEM INCLUDING ALL TESTING REQUIRED BY SUA	2,179	LF	\$	8.89	\$	19,371.31

_	E MAIN AND LIFT STATION					-	
1	PVC C-900 DR 14 FORCE MAIN INCLUDING FITTINGS	1,515	LF	\$	37.30	\$	56,509.50
2	PLUG VALVE AND VALVE BOX	1	EA	\$	1,724.66	\$	1,724.66
3	AIR RELEASE VALVE IF REQUIRED	2	EA	\$	10,605.26	\$	21,210.52
4	CONNECT TO EX. FORCE MAIN	1	EA	\$	4,181.60	\$	4,181.60
5	FILLING/FLUSHING/TESTING PER SUA REQUIREMENTS	1	EA	\$	9,974.58	\$	9,974.58
6	INSTALL LIFT STATION WITH PAD, FENCING, CONTROL PANEL AND ALL SUA REQUIRED COMPONENTS, INCLUDING FINAL TEST	1	LF	\$	470,917.91	\$	470,917.91
					TOTAL	\$	564,518.77
DRAII	NAGE SYSTEM						
1	8" HDPE STORM PIPE YARD DRAIN	100	LF	\$	41.72	\$	4,172.00
2	12" HDPE STORM PIPE YARD DRAIN	1,049	LF	\$	48.22	\$	50,582.78
3	15" RCP STORM PIPE	89	LF	\$	61.32	\$	5,457.48
4	18" RCP STORM PIPE	635	LF	\$	74.46	\$	47,282.10
5	24" RCP STORM PIPE	467	LF	\$	100.64	\$	46,998.88
6	36" RCP STORM PIPE	198	LF	\$	180.21	\$	35,681.58
7	YARD DRAINS	19	EA	\$	2,782.89	\$	52,874.91
8	CATCH BASIN OR INLETS	12.00	EA	\$	7,370.85	\$	88,450.20
9	MANHOLES	1.00	EA	\$	9,622.92	\$	9,622.92
10	24" ENDWALLS INCLUDING COST OF BANK RESTORATION	2	EA	\$	8,097.96	\$	16,195.92
11	36" ENDWALLS INCLUDING COST OF BANK RESTORATION	1	EA	\$	10,639.98	\$	10,639.98
12	DRAINAGE FINAL CLEANING AND INSPECTION	1.00	EA	\$	17,740.62	\$	17,740.62
					TOTAL	\$	385,699.37
WATE	R DISTRIBUTION SYSTEM						
1	DIP WATER MAIN INCLUDING FITTINGS	2,395.00	LF	\$	79.69	\$	190,857.55
2	FIRE HYDRANT ASSEMBLY	4.00	EA	\$	8,422.41	\$	33,689.64
3	GATE VALVE & VALVE BOX	13.00	EA	\$	2,954.20	\$	38,404.60
4	BLOW-OFF ASSEMBLY	4.00	EA	\$	2,411.29	\$	9,645.16
5	LIFT STATION WATER SERVICE INCL. RPZ	1.00	EA	\$	4,474.46	\$	4,474.46
6	SINGLE WATER SERVICE FOUNTAIN/GUARD HOUSE INCL. RPZ					N/A	
7	SINGLE WATER SERVICE INCLUDING SUA FITTINGS	16.00	EA	\$	1,392.40	\$	22,278.40
8	DOUBLE WATER SERVICE INCLUDING SUA FITTINGS	18.00	EA	\$	2,198.51	\$	39,573.18
9	CONNECT TO EXISTING WATER MAIN	1.00	EA	\$	4,249.55	\$	4,249.55
10	SAMPLE POINTS	6.00	EA	\$	860.43	\$	5,162.58
11	FILLING/FLUSHING/TESTING PER SUA REQUIREMENTS	2,395	EA	\$	14.46	\$	34,631.70
					TOTAL	\$	382,966.82
ROAD	ACCESS AND FLOOD PROTECTION						
1	12" SUBGRADE STABILIZATION ROADWAY	8,108.00	SY	\$	13.13	\$	106,458.04
2	8" FDOT BASE PRODUCT ROADWAY	7,050.00	SY	\$	25.90	\$	182,595.00
3	4" ROCK CURB-PAD (IN CURBS), *THIS IS ADD'L THKNESS FOR RDWY PAVER AREAS	2,150.00	SY	\$	12.46	\$	26,789.00
4	PRIME ROADS AND SAND SEAL	7,050.00	SY	\$	0.88	\$	6,204.00
9	TYPE "F" CURB	675.00	LF	\$	33.66	\$	22,720.50
10	24" VALLEY CURB	3,810.00	LF	\$	24.89	\$	94,830.90
11	TYPE "D" CURB	165.00	LF	\$	32.58	\$	5,375.70
	NO PAVEMENT INCLUDED						
	NO PAVERS INCLUDED						
	NO SIDEWALKS INCLUDED						
	NO PAVEMENT MARKINGS INCLUDED				TOTAL	¢	444,973.14
					IOIAL	4	144, 773.14
				TO	TAL BID PRICE	\$	2,588,760.00

50.0 PAY ITEMS

50.0-1 Unit Price Items:

1. Description:

The Contractor shall furnish all materials, construct and fully complete the work of Unit Price Items, except those related to the work of these Items, and specifically included under other Payment Items of this contract or other contracts.

The work also includes all accessories, appurtenances or other work required for the completion of the Unit Price Items, except those related to the work of these Items, and specifically included under other Payment Item of this Contract or other Contracts.

2. Payment:

Payment for the work of Unit Price Items will be made at the contract Unit Prices stated in the Bid and appropriate to each item included under this Article.

3. No Payment:

No payment will be made for work performed by the contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered.

50.0-2 Lump Sum Items:

1. Description:

The Contractor shall furnish all materials, construct and fully complete the work of the Lump Sum Items, as shown specifically and directed.

The work also includes all accessories, appurtenances or other work required to complete this Contract and specifically included under other Payment Items of this Contract.

2. Payment:

Payment for the work of Lump Sum Items will be made at the Contract Lump Sum Prices stated in the Bid, and appropriate to each item included under this Article.

3. No Payment:

No payment will be made for work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered.

50.0-3 Time and Material Items:

1. Description:

The Contractor shall furnish all materials and labor necessary to complete the work specified.

This item shall cover additional work not included elsewhere in these contract documents. The use of this item shall be at the request of the District or Engineer.

2. Payment:

Payment for the work of the Time and Material Items will be made as follows:

A. Payment for time shall be made at the rate agreed upon prior to commencement of the work and shall be for the number of hours spent on that work as approved by the Engineers.

If the rate is not determined prior to commencement of the work, the rate shall be 135% of the rate paid each laborer by the contractor plus 25% for overhead and profit.

- B. Payment for the materials shall be based on 110% of the cost shown on the supplier's invoice for the materials used.
- C. Payment for equipment shall be made at the rate agreed upon prior to commencement of the work and shall be for the number of hours spent on that work as approved by the Engineer.

If the rate is not determined prior to commencement of the work the rate shall be 110% of the rental rate and shall be determined by the engineer using locally acceptable rates.

3. No Payment:

No payment will be made for unauthorized work or for additional materials required to complete contract items.

50.0-4 Testing and Inspections:

1. Description:

The Contractor shall provide all materials, equipment, and labor required to perform the testing and to expose the construction for inspection by the Engineer as specified in the Construction Specifications.

2. Payment by District:

Payment by District for the Contractor's expenses is included in the payment for the Unit Price or Lump Sum Construction Items. The item costs on the Contractor's proposal shall include the cost of the materials and labor for the testing and inspections. Payment to the Engineer and approval agencies is the responsibility of the District for all tests that pass and for the first two final inspections.

3. Payment by Contractor:

Payment is required by Contractor for District's expenses for all tests scheduled by the Contractor which fails and for all final inspections scheduled by the Contractor after the first re-inspection.

50.3 WATER DISTRIBUTION SYSTEM

W1 Mainline Pipe:

This item includes the furnishing and installing of the mainline pipe of the sizes and material shown on the plans and scheduled on the quotation sheets. Also included under this item are excavation and backfill to grade, washed rock bedding as required, dewatering as required, closure pieces, blue line paint, restoration of unpaved surfaces and all labor. (Saddles for service connections to water mains are not included under this item but are specifically included under another payment item of this section).

Payment will be on a unit price per linear foot basis. The amount of pipe measured for payment will be the actual number of linear feet of each size, and type measured along the centerline of the pipe actually incorporated in the completed work as shown, specified and directed. The lengths of reducers and reducing fittings will be included in the measured quantity for the larger size pipe.

W2 Mainline Pipe Fittings:

This item includes the furnishing and installing of the mainline pipe fittings of the sizes and material shown on the plans and scheduled on the quotation sheets. Also included under this item are excavation and backfill to grade, washed rock bedding as required, dewatering as required, closure pieces, cast iron fittings, specials, miscellaneous tie rods, concrete for thrust blocks and all labor (Saddles for service connections to water mains are not included under this item but are specifically included under another payment item of this section).

Payment for this item shall be based upon the actual number of completed installations as shown on drawings,

W3 Hydrant and 6 Inch Gate Valve:

This item includes the furnishing and installing of a complete installation as shown on drawings. The 6" pipe from the main line to the hydrant is included under this item.

Payment for this item shall be based upon the actual number of completed installations as shown on drawings.

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W4 Valves and Valve Boxes:

This item includes the furnishing and installing of a complete installation as shown on drawings.

Payment for this item shall be based upon the actual number of completed installations made in accordance with the specifications.

W5 Water Service:

This item includes the furnishing and installing of a complete single or double service from the size and type main shown or scheduled, including the type and size service pipe and fittings as shown on the drawings, service tees from mainline or double strap service clamp, corporation stops and goosenecks, curb(s) and meter boxes. Also included under this item is excavation and backfill to existing grade or the operation of boring and/or driving the service pipe beneath paved surfaces where specified and restoration of unpaved surfaces.

Payment for this item shall be for the actual number of completed single or double services as shown on drawings.

W6 Two Inch Blow-Off:

This item includes the furnishing and installing of a complete installation as shown on drawings.

Payment for this item shall be based upon the actual number of completed 2" blowoffs as shown on drawings. (Payment for the 2" water main between the gate valve and the main line is not included under this item but is specifically included under another item of this section).

W7 Air and Vacuum Release Valve:

This item includes the furnishing and installing of a complete installation as shown on drawings.

Payment for this item shall be based upon the actual number of completed installations as shown on drawings.

W8 Anchor and/or Plug to Terminate Pressure Main:

This item includes the furnishing and installing of a complete installation as shown on drawings.

Payment for this item shall be based upon the actual number of completed installations as shown on drawings. Gate valve not included.

W9 Cased Mainline Highway or Railroad Crossing:

This item includes the furnishing and installing of a completed cased crossing using the boring method as shown on the plan. Also included under this item is all necessary excavation for boring pits, dewatering as required and sheeting and bracing to be left in place. (Payment for the pressure pipe and installation of the pressure pipe is not included under this item but is specifically included under Item W1 "Mainline Pipe").

Payment will be made on a per linear foot basis and will be measured from end to end of casing.

No extra payment will be made for railroad or highway personnel required to assist in completion or inspection of the crossing.

W10 Connect to Existing Main:

This item includes the following:

- 1. Locating existing main.
- 2. All excavation and backfill to grade.
- 3. Fumishing tapping sleeve and tapping operation if specified.
- 4. Removal of existing plugs.
- Any extra work not specifically included under another payment item of these specifications and required for this work.

Payment shall be based on lump sum per completed connection.

W11 Subaqueous Crossing:

This item includes all the labor and materials necessary to fully

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complete this item between the payment limits shown on applicable drawings.

Payment shall be based on a lump sum per completed connection.

W12 Vertical Main Relocation:

This item includes all the labor and materials necessary to fully complete this item between the payment limits shown on applicable drawings.

Payment shall be based on a lump sum per relocation.

W13 --- Aerial Crossings:

This item includes all the labor and materials necessary to fully complete this item between the limits shown on the contract drawings.

Payment shall be based on a lump sum per completed crossing.

W14 Pipeline Crossing for Bridges:

This item includes all the labor and materials necessary to fully complete this item between the limits shown on the contract drawings.

Payment shall be based on a lump sum per completed crossing.

W15 Master Water Meter:

This item includes the furnishing and installing of a complete meter installation of the size shown or noted on the plans or quotation sheets.

Payment shall be based on a lump sum.

W16 Remove Existing Water Main and Service:

This item includes the removal of existing water main and service.

Payment shall be based on a lump sum.

W17 Construction Layout and As-builts:

This item includes the furnishing all equipment, materials and labor

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required for the horizontal and vertical stakeout and re-stakeout associated with the completion of items W1 through W16. The Engineer will provide horizontal and vertical control points only.

This item includes the preparation of as-built drawings for the proposed water main. This item also includes the submittal and all necessary revisions required by the Engineer and the District for acceptance of the record drawings.

Payment shall be based on lump sum.

W18 Testing:

This item includes the flushing and pressure testing of all lengths of the proposed water main and the submittal to the Engineer and the District of all required test results and certifications for final acceptance to be placed into service.

This item includes the furnishing all equipment, materials and labor required for chemicals, equipment and laboratory fees required for chlorination and testing of mains, and additional inspection fees for test that fail and for inspections on repair of defective work..

Payment shall be based on lump sum.

W19 Mainline Pipe (Fire Line):

This item includes the furnishing and installing of the mainline pipe of the sizes and material shown on the plans and scheduled on the quotation sheets. Also included under this item are excavation and backfill to grade, washed rock bedding as required, dewatering as required, closure pieces, blue line paint, restoration of unpaved surfaces and all labor.

Payment will be on a unit price per linear foot basis. The amount of pipe measured for payment will be the actual number of linear feet of each size, and type measured along the centerline of the pipe actually incorporated in the completed work as shown, specified and directed. The lengths of reducers and reducing fittings will be included in the measured quantity for the larger size pipe.

W20 Mainline Pipe Fittings (Fire Line):

This item includes the furnishing and installing of the mainline pipe fittings of the sizes and material shown on the plans and scheduled on the quotation sheets. Included under this item are excavation and backfill to grade, washed rock bedding as required, dewatering as required, closure pieces, cast iron fittings, specials, miscellaneous tie rods, concrete for thrust blocks and all labor. Also included in this item are the Double Detector Check Valves and Reduced Pressure Backflow Preventors required on the fire line.

Payment for this item shall be based upon the actual number of completed installations as shown on drawings.

W21 Water Service (Hose Bibbs):

This item includes the furnishing and installing of a complete service from the size and type main shown or scheduled, including the type and size service pipe and fittings as shown on the drawings, service tees from mainline or double strap service clamp, corporation stops and goosenecks, curb(s) and meter boxes. Also included under this item is excavation and backfill to existing grade or the operation of boring and/or driving the service pipe beneath paved surfaces where specified and restoration of unpaved surfaces.

Payment will be on a unit price per linear foot basis. The amount of pipe measured for payment will be the actual number of linear feet of each size, and type measured along the centerline of the pipe actually incorporated in the completed work as shown, specified and directed.

ALL UNIT PRICES WITHIN THE COMPENSATION SECTION AS SHOWN ON THE QUOTATION FORM SHALL INCLUDE THE SURVEYING COST FOR THE LAYOUT AND THE TESTING COST AS REQUIRED FOR COMPLIANCE WITH THE WATER DISTRIBUTION SYSTEM SPECIFICATIONS

50.4 SEWAGE COLLECTION SYSTEM

\$1 Mainline Gravity Sewer Pipe:

This item includes the furnishing and installing of the mainline sewer pipe of the size and material shown on the plans and scheduled on the quotation sheets. Also included under this item are excavation and backfill to grade, washed rock bedding as required, dewatering as required, closure pieces, any concrete encasement or cast iron pipe where needed at water line crossings, restoration of unpaved surfaces and all labor and materials. Concrete encasement for shallow mains shall be included in the cost of this item. (Wyes or specials for service connections are not included under this item but are specifically included under another payment item of this section).

Payment will be on a unit price per linear foot. The amount of pipe measured for payment will be the actual number of linear feet of each size, and type measured along the centerline of the pipe actually incorporated in the completed work as shown, specified and directed. Measurement for length shall be made from centerline of manhole to centerline of manhole.

S2 Manholes:

This item includes the furnishing and installing of a completed structure as shown on the drawings or approved by the Engineer. Also included under this item are rainstoppers, excavation and backfill to grade, washed rock bedding as required, dewatering as required, and cleaning of structure after installation.

Payment for this item will be based upon the actual number of completed installations of the type manhole as specified and shown on drawings.

S3 Outside Drop Section for Manholes:

This item includes all labor and materials, additional excavation and backfill to grade, dewatering, pipe, specials and concrete encasement required to construct a complete outside drop section as shown on drawings.

Payment for this item shall be based on the actual number of completed installations.

S4 Service Pipe:

This item includes the furnishing and installing of service pipe of the type and size scheduled on the plans and in the quotation sheets. Also included under this item is excavation to all depths required and backfill to grade, washed rock bedding if required, closure pieces, any concrete encasement shown or ordered and restoration of unpaved surfaces. (Wyes or specials for service connections are not included under this item but are specifically included under another item of this section).

Payment will be on a unit price per linear foot basis.

Measurement for length shall be made from the centerline of the mainline, horizontally to the termination of the services at the property line for house services or termination of the service at the centerline of the service connection for mobile home services as shown on drawings.

S5 Service:

This item includes the furnishing and installing of a complete installation as shown on drawings.

NOTE: The mainline service wye from the size main shown or saddles for existing mains and all specials shown are included under this item. (Service pipe is not included under this item but is specifically included under another payment item of this section).

Payment will be made for the actual number of completed services made.

No extra payment will be made for 6" risers for deep service stacks or modifications for 6" obstructed services as shown on drawings which are to be included under the bid for this item if applicable.

S6 Cleanout:

This item includes the furnishing and installing of a complete installation, including concrete collar, as shown on drawings.

Payment for this item shall be based upon the actual number of completed installations as shown on drawings and to the size scheduled or shown.

S7 Remove Existing Sewer Main and Service:

This item includes the removal of existing sewer main and service.

Payment shall be based on a lump sum.

S8 Connect Gravity Main to Existing Manhole:

This item includes all labor and materials required to connect to an existing manhole with a gravity sewer.

Specifically included is all excavation and backfill to grade, dewatering as required, breaking the void for the pipe at the manhole, grouting around the connection and reshaping the existing benchwalls as required or ordered by the Engineer.

Payment shall be based on lump sum per completed connection.

S9 Additional Work Required to Construct a New Manhole on an Existing Sower:

This item includes all additional work to construct the manhole on an existing main that is beyond the scope of Items \$2 and \$3.

Payment shall be based on lump sum.

\$10 Construction Layout and As-builts:

This item includes the furnishing all equipment, materials and labor required for the horizontal and vertical stakeout and re-stakeout associated with the completion of items \$1 through \$9. The Engineer will provide horizontal and vertical control points only.

This item includes the preparation of as-built drawings for the proposed sewer main. This item also includes the submittal and all necessary revisions required by the Engineer and the Owner for acceptance of the record drawings.

Payment shall be based on lump sum.

S11 Testing:

This item includes the furnishing all equipment, materials and labor required for equipment and testing of mains and additional inspection fees for test that fail and for inspections on repair of defective work.

Payment shall be based on lump sum.50.5 TRANSMISSION SYSTEM AND LIFT STATION <u>SEWAGE</u>

LS1 Lift Station:

This item includes the furnishing and installing of a completed Lift Station in accordance with the plans and these specifications. Included is the pump structure, wet well, valve vault, pumps, controls, piping, hardware and appurtenances, emergency bypass accessory, fencing and structures and all excavation, dewatering, sheeting, and backfill to grade required.

Payment shall be based on lump sum:

LS2 Testing and Certification

This item included the Contractor testing of the sewage lift station, to the complete satisfaction of the Engineer or his representative and DEP inspector, prior to final acceptance by the Engineer and DEP. This item also includes the Contractor providing all reports, testing results and project record documents to the Engineer required for final acceptance and certification to be placed into operation by DEP and the Owner.

Payment for this item shall be based upon the units shown on the quotation form

LS3 As-Built Preparation and Submittal

This item includes the preparation of as-built drawings for the lift station including wet well and valve vault locations, wet well and valve vault interior dimensions and wet well and valve vault piping configurations. This item also includes the submittal and all necessary revisions required by DEP, the Engineer and the Owner for acceptance of the record drawings

Payment for this item shall be based upon the units shown on the

Avenir Pod 21 Lift Station Project

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quotation form.

LS4 Preparation and Submittal of Operations and Maintenance Manual

This item includes the preparation and submittal to the Engineer and the Owner an Operations and Maintenance Manual (OMM) covering all equipments and systems provided under this project, the instruction of the Owner's personnel in the operation of equipment and maintenance provided under this project, the services of the manufacturer's representatives and special coordinating services required of the Contractor that shall apply during construction, facilities startup, and training of the Owners personnel for-facilities operation and the Contractor shall inform all subcontractors and manufacturers of the requirements herein and include the following services in his costs for the work:

 Where a minimum amount of time is stated in the Technical Specifications for manufacturer's services, any additional time required to perform the specified services shall be at no additional cost to the Department.

Payment for this item shall be based upon the units shown on the quotation form.

FM1 Mainline Force Main:

This item includes the furnishing and installing of the mainline pipe of the sizes and material shown on the plans and scheduled on the quotation sheets. Also included under this item are excavation and backfill to existing grade, washed rock bedding as required, dewatering as required, closure pieces, cast iron fittings, specials, miscellaneous tie rods, concrete for thrust blocks and restoration of unpaved/paved surfaces, all labor and materials. (Saddles/sleeves for connections to force mains are not included under this item but are specifically included under another payment item of this Section).

Payment will be on a unit price per linear foot basis. The amount of pipe measured for payment will be the actual number of linear feet of each size, and type measured along the centerline of the pipe actually incorporated in the completed work as shown, specified and directed. The lengths of reducers for reducing fittings will be included in the measured quantity for the larger size pipe.

FM2 Valves and Valve Boxes:

This item includes the furnishing and installing of a complete installation, including concrete collar, as shown on drawings.

Payment for this item shall be based upon the actual number of completed installations made in accordance with the specifications.

FM3 Air and Vacuum Release Valve:

This item includes the furnishing and installing of a complete installation as shown on drawings.

Payment for this item shall be based upon the actual number of completed installations as shown on drawings.

FM4 Anchor and/or Plug to Terminate Pressure Main:

This item includes the furnishing and installing of a complete installation as shown on drawings.

Payment for this item shall be based upon the actual number of completed installations as shown on drawings.

FM5 Check Valve and Pit for Force Mains:

This item includes the furnishing and installing of a complete installation as shown on drawings.

Payment for this item shall be based upon the actual number of completed installations as shown on drawings.

FM6 Sewage Air Relief Valve:

This item includes the furnishing and installing of a complete installation as shown on drawings.

Payment for this item shall be based upon the actual number of completed installations as shown on drawings.

FM7 Cased Mainline Highway or Railroad Crossing:

This item includes the furnishing and installing of a completed cased

Avenir Pod 21 Lift Station Project

crossing using the boring method as shown on the plans. Also included under this item are all necessary excavation for boring pits, dewatering as required and sheeting and bracing to be left in place. (Payment for the pressure or gravity pipe and installation of the pressure or gravity pipe is not included under this item but is specifically included under other items).

Payment will be made on a per linear foot basis and will be measured from end to end of casing.

No extra payment will be made for railroad or highway personnel required to assist in completion or inspection of the crossing.

FM8 Connect to Existing Main:

This item includes the following:

- 1. Locating existing main.
- All excavation and backfill to grade.
- 3. Furnishing tapping sleeve and tapping operation if specified.
- 4. Removal of existing plugs.
- Any extra work not specifically included under another payment item of these specifications and required for this work.

Payment shall be based on lump sum per completed connection.

FM9 Subaqueous Crossing:

This item includes all the labor and materials, including silt barriers, necessary to fully complete this item between the payment limits shown on applicable drawings. The waterway channel must be returned to the original or design cross section as part of this item.

Payment shall be based on lump sum per completed crossing.

FM10 Vertical Pressure Main Relocation:

This item includes all the labor and materials necessary to fully complete this item between the payment limits shown on applicable drawings.

Payment shall be based on lump sum per relocation.

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FM11 Aerial Crossings:

This item includes all the labor and materials necessary to fully complete this item between the payment limits shown on applicable drawings.

Payment shall be based on lump sum per completed crossing.

FM12 Pipeline Crossing for Bridges:

This item includes all the labor and materials necessary to fully complete this item between the payment limits shown on applicable drawings.

Payment shall be based on lump sum per completed crossing.

FM13 Connect Force Main to Existing Manhole:

This item includes all necessary labor and materials required to connect an existing manhole as shown on drawings and any necessary reshaping of the-manhole bench walls as required or ordered by the Engineer.

Payment shall be based on lump sum per completed crossing.

FM14 Construction Layout and As-Builts

This item includes the furnishing all equipment, materials and labor required for the horizontal and vertical stakeout and re-stakeout associated with the completion of items LS1 and FM1 through FM13. The Engineer will provide horizontal and vertical control points only.

This item includes the preparation of as-built drawings for the proposed force main and lift station/valve vault. This item also includes the submittal and all necessary revisions required by the Engineer and the Owner for acceptance of the record drawings.

Payment shall be based on lump sum.

FM15 Testing:

This item includes the flushing and pressure testing of all lengths of the

SECTION 50 COMPENSATION

proposed force main and the submittal to the Engineer and the Owner of all required test results and certifications for final acceptance to be placed into service.

This item includes the furnishing all equipment, materials and labor required for equipment and testing of mains and additional inspection fees for test that fail and for inspections on repair of defective work.

Payment shall be based on lump sum.

ALL UNIT PRICES WITHIN THE COMPENSATION SECTION AS SHOWN ON THE QUOTATION FORM SHALL INCLUDE THE SURVEYING COST FOR THE LAYOUT AND THE TESTING COST AS REQUIRED FOR COMPLIANCE WITH THE SEWAGE COLLECTION SYSTEM SPECIFICATIONS

50.2 DRAINAGE

D1 Storm Sewer Pipe:

This item includes the furnishing and installing of the storm sewer pipe of the size and material shown on the drawings and scheduled on the quotation sheets. Also included under this item are excavation and backfill to grade, washed rock bedding as required, dewatering as required, closure pieces, restoration of unpaved surfaces, and cleaning of pipe after installation.

Payment for this item will be on a linear foot basis for all depths of trench encountered.

Measurement for length shall be made from centerline of manhole, inlet, or catch basin to termination of pipeline.

D2 Perforated Pipe with Drainfield:

This item includes the furnishing and installing of the perforated storm sewer pipe together with the rock trench and filter fabric as shown on the drawings and scheduled on the quotation sheets. Also included under this item are excavation and backfill to grade, dewatering as required, non-perforated closure pieces, restoration of unpaved surfaces, and cleaning of pipe after installation.

Payment for this item will be on a linear foot basis for all depths of trench encountered for the pipe and trench size specified on the quotation sheets.

Measurement for length shall be made from centerline of manhole, inlet, or catch basin to termination of pipeline.

D3 Storm Sewer Inlet:

This item includes the furnishing and installing of a completed structure as shown on the drawings or approved by the Engineer. Also included under this item are excavation and backfill to grade, washed rock bedding as required, dewatering as required, filter fabric during construction beneath grates, restoration of unpaved surfaces, and cleaning of structure after installation.

Payment for this item will be based upon the actual number of

completed installations for the type and size of inlets as shown on applicable details of the construction drawings and in strict accordance with the specifications, for all depths of cut. Pollution retardant baffles are not included in this item.

D4 Storm Sewer Manhole:

This item includes the furnishing and installing of a completed structure as shown on the drawings or approved by the Engineer. Also included under this item are excavation and backfill to grade, washed rock bedding as required, dewatering as required, restoration of unpaved surfaces, and cleaning of structure after installation.

Payment for this item will be based upon the actual number of completed installations for the type and size of manholes as shown on applicable details of the construction drawings and in strict accordance with the specifications, for all depths of cut. Pollution retardant baffles are not included in this item.

D5 Pollution Retardant Baffle:

This item includes the furnishing and installing of a completed pollution retardant baffle inside of an inlet or manhole as shown on the drawings or approved by the Engineer. Also included under this item are dewatering as required and cleaning of structure after installation.

Payment for this item will be based upon the actual number of completed installations for the size as shown on applicable details of the construction drawings and in strict accordance with the specifications. The inlet or manhole is not included in this item.

D6 Endwall (or Headwall):

This item includes the furnishing and installing of a completed structure as shown on the drawings or approved by the Engineer. Also included under this item are excavation and backfill to grade, washed rock bedding as required, dewatering as required, restoration of unpaved surfaces, and cleaning of structure after installation.

Payment for this item will be based upon the actual number of completed installations for the type and size of endwalls as shown on applicable details of the construction drawings and in strict accordance with the specifications, for depths of all cut.

D7 Cased Mainline Highway of Railroad Crossing:

This item includes the furnishing and installing of a completed cased crossing using the boring method as shown on the plans. Also included under this item is all necessary excavation for boring pits, dewatering as required and sheeting, bracing to be left in place, and restoration of unpaved surfaces. (Payment for the carrier pipe and installation of the carrier pipe is not included under this item but is specifically included under item D1 "Storm Sewer Pipe").

Payment will be made on a per linear foot basis and will be measured from end to end of casing.

NOTE: Payment for restoration of sidewalks, concrete slabs, walls, stone walks etc., shall be included under a separate item.

D8 Conflict Box:

This item includes the furnishing and installing of a completed structure as shown on the drawings or approved by the Engineer. Also included under this item are excavation and backfill to grade, washed rock bedding as required, dewatering as required, restoration of unpaved surfaces, and cleaning of structure after installation.

Payment for this item will be based upon the actual number of completed installations as shown on applicable details of the construction drawings and in strict accordance with the specifications, for all depths of cut.

D9 Connect to Existing Manhole, Inlet or Catch Basin:

This item includes all labor and materials required to connect to an existing drainage structure with a storm sewer. Specifically included is all excavation and backfill to grade, dewatering as required, breaking the void for the pipe at the structure, grouting around the connection and reshaping the existing benchwalls as required or ordered by the Engineer.

Payment for this item shall be based upon lump sum per completed connection.

D10 Additional Work Required to Construct a New Manhole, Catch or Inlet

or an Existing Sewer.

This item includes all additional work to construct the structures on an existing main that is beyond the scope of items D3 or D4.

Payment for this item shall be based upon a lump sum.

D11 Reset Frame to Grade:

This item includes furnishing all the equipment, labor, and material required to remove the existing frame, cover or grate, brick, mortar, and portions of the manhole, inlet or catch basin and replacing the same frame and cover or grate to the new grade. Also included in this item is the restoration of unpaved surfaces.

Payment for this item shall be based upon a lump sum.

D12 Replace Grate with Solid Cover:

This item includes furnishing all the equipment, labor, and material required to remove the existing frame, grate, brick, mortar, and portions of the inlet or catch basin and replacing the frame and grate with a new frame and solid cover to the new grade. Also included in this item is the restoration of unpaved surfaces.

Payment for this item shall be based upon a lump sum.

D13 Control Structure:

This item includes the furnishing and installing of a completed structure as shown on the drawings or approved by the Engineer. Also included under this item are excavation and backfill to grade, washed rock bedding as required, dewatering as required, restoration of unpaved surfaces, and cleaning of structure after installation.

Payment for this item shall be based upon the actual number of completed installations.

D14 Remove Existing Drainage System:

This item includes the removal of existing drainage system.

Payment shall be based on a lump sum,

D15 Construction Layout and As-builts:

This item includes the furnishing all equipment, materials and labor required for the horizontal and vertical stakeout and re-stakeout associated with the completion of items D1 through D14. The Engineer will provide horizontal and vertical control points only.

This item includes the preparation of as-built drawings for the proposed drainage system. This item also includes the submittal and all necessary revisions required by the Engineer and the Owner for acceptance of the record drawings.

Payment shall be based on lump sum.

D16 Testing:

This item includes the furnishing all equipment, materials and labor required for testing of mains, and additional inspection fees for test that fail and for inspections on repair of defective work.

Payment shall be based on lump sum.

ALL UNIT PRICES WITHIN THE COMPENSATION SECTION AS SHOWN ON THE QUOTATION FORM SHALL INCLUDE THE SURVEYING COST FOR THE LAYOUT AND THE TESTING COST AS REQUIRED FOR COMPLIANCE WITH THE DRAINAGE SYSTEM SPECIFICATIONS.

50.5 PAVING AND RELATED WORK

P1 Stabilized Subbase:

This item includes all the excavating, mixing and filling to bring subbase to required grade and compacting of the subbase as shown on the construction drawings, with materials furnished at the site.

Payment for this item shall be based upon the actual quantity of square yards of stabilized completed at the depths specified on the quotation form.

P2 Rock Base:

This item includes all furnishing and installing of the limerock base to the depth specified on the quotation form.

Payment for this item shall be based upon the actual quantity of square yards of limerock base completed.

Payment will not be made for limerock placed beyond the limits shown on the construction plans.

P3 -- Asphaltic-Concrete:

This item includes all furnishing and installing of the prime coat, sand seal, tack coat, and wearing surface.

Payment for this item shall be based upon the actual quantity of square yards of wearing surface completed.

P4 Complete Pavement and Grading:

This item includes the furnishing and installing of the pavement specifically including all excavation, the compacted limerock base, sand seal and prime coat, tack coat, the asphaltic concrete wearing surface and the grading including the dressing and shaping of swales as shown on drawings, all in accordance with the specifications.

Payment for this item shall be based upon the actual quantity of square yards of paying completed for the width of right-of way specified on quotation sheet.

This item does not include the furnishing of fill material or grassing of the swales.

P5 Pavement and Grading for Parking Lot:

This item includes the furnishing and installing of the pavement specifically including all excavation, the compacted limerock base, sand seal, prime coat, tack coat, the asphaltic concrete wearing surface and the grading as shown on drawings, all in accordance with these specifications.

Payment for this item shall be based upon the actual quantity of square yards of paying completed for depth of rock specified on the quotation sheet.

This item does not include furnishing of fill material.

P6 Remove Existing Pavement:

This item includes the removal and disposal of pavement.

Payment for this item shall be based upon the actual square yards of payement removed.

P7 Rework Existing Pavement:

This item includes the removal, disposal, and regrading of existing roadway. Also included is the furnishing and installing of base material.

Payment of this section shall be based upon the actual quantity of square yards of reworking completed.

This item does not include pavement as described in subsection P3.

P8 Pavement Restoration:

This item includes removal and disposal of existing pavement, and the furnishing and installing of replacement rock base, tack coat and pavement in accordance with the construction plans. Also included is any additional layers of tack coat and pavement to compensate for settlement.

Payment for this item shall be based upon the units shown on the

quotation sheet, which maybe lump sum, or the number of square yards of rock base replaced.

P9 Concrete Curb, Curb and Gutter, or Gutter:

This item includes the furnishing and installing of concrete curb, curb and gutter, or gutter in accordance with these specifications and in conformity with the proposed lines, grades, dimensions, or as noted on the applicable construction drawings. Also included is the rock base required for installation.

Payment shall be based upon the unit price per linear foot installed, measured in place.

P10 Remove Curb:

This item includes the removal and disposal of concrete curb, gutter, or curb and gutter.

Payment for this item shall be based upon the actual length of curb removed, as shown on the construction drawings.

P11 Concrete Traffic Separator:

This item includes the furnishing and installing of concrete traffic separator, including adjacent curbs, in accordance with these specifications and in conformity with the proposed lines, grades, dimensions, or as noted on the applicable construction drawings.

Payment shall be based upon the unit price per linear foot installed, measured in place, for the width of separator specified on the quotation sheets.

P12 Concrete Sidewalk:

This item includes the furnishing and installing of concrete sidewalk in accordance with these specifications and in conformity with the existing lines, grades, dimensions or as noted in the construction plans.

Payment for this item shall be based upon the area in square feet of concrete sidewalk, measured in place. No deduction will be made for any areas occupied by manholes, inlets, or other drainage structures, ornamental trees, or by public utility appurtenances within the normal

sidewalk area.

P13 Guardrail:

This item includes the furnishing and installing of guardrail in accordance with these specifications and in conformity with the proposed lines, grades, dimensions, or as noted on the applicable construction drawings.

Payment shall be based upon the unit price per linear foot installed, measured in place.

P14 Remove Guardrail:

This item includes the removal and disposal of guardrail.

Payment for this item shall be based upon the actual length of guardrail removed, as shown on the construction drawings.

P15 Reset Guardrail:

This item includes the removal and resetting of existing guardrail. Included in this item is the removal and disposal of unusable posts and guardrail and the furnishing of new posts. Replacement of wholly damaged guardrail with new guardrail is not part of this item.

Payment for this item shall be based upon the actual length of guardrail reset, as shown on the construction drawings.

P16 Guardrail End Anchorage:

This item includes the furnishing and installing of guardrail end anchorage in accordance with these specifications.

Payment shall be based upon the actual number of completed installations.

P17 Pavement Markings:

This item includes the furnishing all material, equipment, and labor required for the installation of striping and pavement markings at locations shown on the construction plans.

Payment will be based upon the units shown on the quotation sheets,

which will be on a linear foot basis for striping and a per completed installation basis for other markings. In the case of skip dash striping, linear foot measurement for striping is based on the total length of each stripe and not the length of the road.

P18 Remove Existing Pavement Markings:

This item includes removal of all pavement markings within the limits shown on plans.

Payment will be based upon lump sum.

P19 Raised Reflective Pavement Markers:

This item includes the furnishing all material, equipment, and labor required for the installation of raised reflective pavement markers at locations shown on the construction plans.

Payment shall be based upon the actual number of completed installations. No extra will be given for new markers required to replace existing markers lost or destroyed during construction.

P20 Signs:

This item includes the furnishing and installing of all signs as shown on the construction plans. Included are all signs, hardware, posts, footings, fill and excavations.

Payment shall be based upon the actual number of completed installations. No deduction will be made for use of existing signs. No extra will be given for new signs required to replace existing signs destroyed during construction.

P21 All Signs, Markings, and Markers:

This item includes the furnishing all material, equipment, and labor required for the installation of all signs, striping, pavement marking, and raised reflective pavement markers as shown on the construction plans.

Payment will be based upon lump sum.

ALL UNIT PRICES WITHIN THE COMPENSATION SECTION AS SHOWN ON THE QUOTATION FORM SHALL INCLUDE THE SURVEYING COST FOR THE LAYOUT AND THE TESTING COST AS

REQUIRED FOR COMPLIANCE WITH THE PAVING AND RELATED WORK SPECIFICATIONS.



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Centerline, Inc. 2180 SW Poma Drive, Palm City, FL 04990 SURETY (Name, and Address of Principal Place of Business): Berkley Insurance Company 475 Steamboat Road, Greenwich, CT 06830 OWNER (Name and Address): **Avenir Community Development District** 2501A Burns Road, Palm Beach Gardens, FL 33410 BID Bid Due Date: July 17, 2024 Description (Project Name - Include Location): 202036 - Avenir Pod 21 Lift Station Project BOND Bond Number: n/a Date: July 17, 2024 10% Surety this Bid L BIDDER Centerly Bidd Ten Percent of Amount Bid Penal sum (Figures) (Words) Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. SURETY T Centerline, Inc Berkley Insurance Company (Seal) Surety's Name and Corporate Seal Bidder's Name and Corporate Seal Signature (Attach Power of Atto **Brett Rosenhaus** William manning Print Name Attorney-in-Fact Title Attest: Attest: Kailee Rosenhaus, Witness Title EVAN Kobida, Witness Title EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013. Prepared by the Engineers Joint Contract Documents Committee.

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Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and

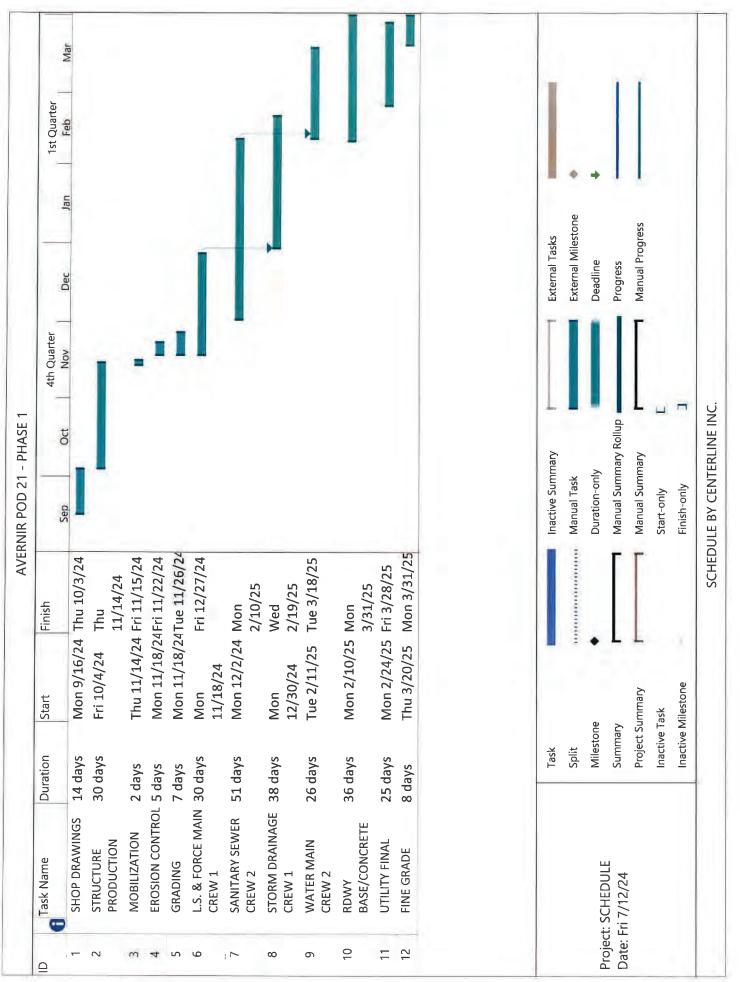
RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May 2024.

STANKE Attest:	Berkley Insurance Company
SEAL By Philip S. Welt Executive Vice President & Se	By Jeffrey M. Haffer Senior Vice President
Executive Vice President & Se	senior vice restucin
STATE OF CONNECTICUT)	
) ss:	
COUNTY OF FAIRFIELD)	
Jeffrey M. Hafter who are sworn to me to be the	Connecticut, this <u>2nd</u> day of <u>May</u> <u>2024</u> , by Philip S. Welt and e Executive Vice President and Secretary, and the Senior Vice President,
respectively, of Berkley Insurance Company.	11 0 - 0
MARIA C. RUNDBAKEN NOTARY PUBLIC	Notary Public, State of Connecticut
OONNECTICUT MY COMMISSION EXPIRES 04-30-2029	CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorsey is attached, is in full force and effect as of this date.

Giver under my hand and seal of the Company, this 2024 SEAL & 1975 OFLAWAR' Vincent P. Forte



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

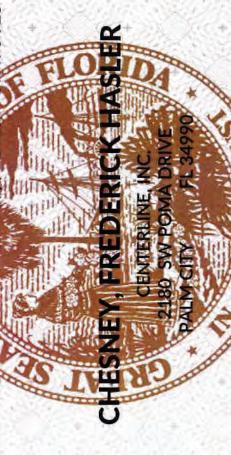


STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREINIS CERTIFIED UNDER THE



LICENSE NUMBER CGC041107

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE

PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER CUC002651

EXPIRATION DATE: AUGUST 31, 2024

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Jimmy Patronis CHIEF FINANCIAL OFFICER

Julius Halas DIVISION DIRECTOR



John Gatlin BUREAU CHIEF

Catherine Thrasher SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF STATE FIRE MARSHAL

200 EAST GAINES STREET - Tallahassee, Florida 32399-0342 Tel. 850-413-3644

CERTIFICATE OF COMPETENCY OFFICIAL COPY

THIS CERTIFIES THAT:

Frederick H. Chesney 2180 SW Poma Drive Palm City FL 34990

BUSINESS ORGANIZATION: Centerline Utilities, Inc. dba Centerline, Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date:

07/01/2022

Type:

09

Class:

14

County:

Palm Beach

License/Permit#:

230347-0001-1998

Expiration Date:

06/30/2024



Chief Financial Officer

Job # Project Name / Address	Contractor / Contact	Prime/Sub	Owner	Description	Amount	Change Orders	Revised Contract Amount	Contract Date	% Complete	Completion Date
180485 Cheney Ranch	Mattamy Homes	а.	Mattany Homes	Water Main Installation	\$ 1,632,821	S 48 12R	1 680 949	DR/HH/H	40005	210000000
Either side of Jog Rd., South of Southern Biv 1500 Gateway Blvd., #212	Biv 1500 Gateway Blvd., #212		1500 Gateway Blvd., #212	Storm Drainage Installation				0 000	1000	ELIZANIA.
West Palm Beach, FL	Boynton Beach, FL 33426		Boynton Beach, FL 33426	Sanitary Sewer/Force Main						
180486 Verano POD C	Koller Homes	0	Koller Homes	Water Water Installation	004.004.00	0	Ш			
Off Crosstown Parkway	701 S. Olive Avenue		701 S. Olive Avenue	Storm Drainger Installation		,	2,508,532	03/20/18	100%	3/30/2019
PI St Lucie, FL	West Palm Beach, FL 33401		West Palm Beach, FL 33401	Sanitary Sewer						
180487 Wellington Bridle Path	Village of Wellington	0	Village of Wellpolon	Storm Orania and March	700.667		4	0710071000		
C-11 & C-15 Canals/Wellington Trace	12300 Forest Hill Blvd		12300 Forest Hill Blvd	Paving & Roads	1		700'007	07/7/10	%nn1	12/19/2018
Wellington, FL	Wellington, FL 33414		Wellington, FL 33414							
180488 Hammocks Phase 2	Minto Communities Florida	a	Minto Communities Florida	Water Main Installation	5 1472 701	5 123,000	E 1 505 703	84700/40	10000	o o o o o o o o
Seminote Pratt Whitney Rd., South of 60th St 4400 W Sample Road, Suite 200	h St 4400 W Sample Road, Suite 200		4400 W Sample Road, Suite 200	Storm Drainage Installation				0.00	0.001	Signification
Westlake, FL 33470	Coconul Creek, FL 33073		Goconut Greek, FL 33073	Sanilary Sewer						
180489 Berkley	GL Homes	0	G! Homes	Walar Sauer Sterm	1 810 004	245 984	707 707	opinoren	10000	
Coral Ridge Drive	17100 Lyons Rd		17100 Lyons Rd	Paving & Roads		,	707'000'7	02/20/18	100%	8102/2/01
Boca Raton, FL	Boca Raton, FL 33496		Boca Raton, FL 33496							
180490 Lyons Road Bridges	GL Homes	0	G. Homes	Waler Main Installation	250 904	(11 000)	340,000	out process	100007	
Just north of Lyons Rd & Clint Moore Rd	17100 Lyons Rd		17100 Lyons Rd	Paving		1		03/01/18	%001	BL0Z///S
Boca Raton, FL	Boca Raton, FL 33496		Boca Raton, FL 33496							
180491 Main Street Village	Koller Homes	a	Kolter Homes	Water Main Installation	\$ 453.225	34.334	\$ 487.558	81/22/20	100%	4/26/2018
NW Corner 195 & St Lucie West Blvd	701 S. Olive Avenue		701 S. Olive Avenue	Storm Drainage Installation	1		ľ		2	202021
Pt St Lucie, FL	West Palm Beach, FL 33401		West Palm Beach, FL 33401	Sanitary Sewer						
189492 Lake Park at Tradition Phase3	Minto Communities Florida	۵	Minto Communities Florida	Water Main Installation	\$ 3.550.835	\$ 283.084	3833 010	07/16/18	100%	7/37/3018
Tradition Parkway	4400 W Sample Road, Suite 200		4400 W Sample Road, Suite 200	Storm Drainage Installation						
Port St Lucie, FL	Cocunul Creek, FL 33073		Coconul Creek, FL 33073	Sanitary Sawer						
180493 Avenir WM Extension	H&J Contracting	50	Avenir Development, LLC	Water Main Installation	\$ 1,034,655	\$ (98.354)	\$ 936.301	04/01/18	100%	1/14/2010
Palm Beach Gardens, FL	3160 Fairlane Farms Road		550 Biltmore Way, Ste 1110							200
	Wellington, FL 33414		Coral Gables, FL 33134							
180494 Hypoluxo Shoppes	Allantic Land Company	a	Atlantic Land Company	Water, Sewer, Storm	\$ 1,290,690	\$ 76,737	\$ 1.367.427	06/05/18	100%	3/30/2019
6948 High Ridge Road	360 Columbia Drive, Suite 102		360 Columbia Drive, Suite 102	Paving & Roads			1			
Lake Worlh FL 33462	West Plam Beach, FL 33409		West Plam Beach, FL 33409							
180495 Stor All Luxury Boat & RV	Stor All Luxury Boat & RV	۵	Stor All Luxury Boat & RV	Water, Sawer, Storm	\$ 1,226,304	\$ 97.372	1,323,678	05/30/18	%UU1	272672020
514 W Ocean Ave	141 SE 1st Street		141 SE 1st Street	Paving & Roads						201010
Boynton Beach, FL 33426	Deerfield Beach, FL 33441		Deerlield Beach, FL 33441							
180496 Bridges South Plat 3	GL Homes	a	GL Homes	Water Main Installation	\$ 1,256,180		3 1.256.180	11/30/18	100%	9/30/2018
Just north of Lyons Rd & Clint Moore Rd	17100 Lyons Rd			Storm Drainage Installation						
Boca Raton, FL	Boca Raton, FL 33496		Boca Raion, FL 33496	Sanitary Sewer						
180497 Grande Palms	H&J Contracting	w	Atlantic Pacific Community Builders	Storm Orainage Installation	\$ 236.354	\$ 416.623	\$ 652 977	09/20/1R	100%	4/20/2014
Village Parkway	3160 Fairlane Farms Road		2950 SW 27th Avenue. Suite 200							1000000
i										

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Contractor / Contact	Prime/Sub	Owner	Description	Contract	Change Orders	Revised Contract Amount	Contract Date	% Complete	Completion Date
HRJ Contracting 3160 Fairlane Farms Road Wellington, FL 33414	ω 4 ω O	Avanir Development, LLC 550 Biltmore Way, Ste 1110 Coral Gables, FL 33134	Water, Sewer, Storm	5 3,696,281	\$ 12,799	\$ 3,709,080	04/01/18	100%	10/15/2019
Minto Communities Florida 4400 W Sample Road, Suite 200 Coconut Creek, FL 33073	o ≥ 4 0	Minto Communities Florida 4400 W Sample Road, Suite 200 Coconut Creek, FL 33073	Water, Sewer, Storm Paving & Roads	\$ 5,463,504	\$ 38,112	\$ 5,501,616	91/31/10	100%	7/29/2019
Toll Brothers 3970 West Indiantown Rd Jupiter, FL 33478	e a I	Tell FL I, LLC 250 Gibraiter Rd Horsham, PA 19044	Water, Sewer, Storm Paving & Roads	\$ 790,023	\$ 63,541	\$ 853,564	03/20/19	100%	12/39/2019
KLP Crosstown LLC 14025 Riveredge Dr, Suite 175 Tampa, FL 33537	a.	KLP Crosstown LLC 14025 Riveredge Dr, Suite 175 Tampa, FL 33637	Water, Sewer, Storm Paving & Roads	\$ 2,017,488	5 187,382	\$ 2,204,870	08/27/19	100%	5/30/2020
NPBCID 339 Hart Dr PBG, FL 33418	D D	Highland Dunes Associates Property 500 Boylston Street, Suite 2010 Boston, MA 02116	Water, Sever, Storm Paving & Roads	5 7.376,504	5 299,259	\$ 7,675,762	01/16/19	100 0%	8/30/2020
NPBCID 359 Heit Dr PBG, FL 33418	r Tree	Highland Dunes Associates Property 500 Boylston Street, Sulte 2010 Boston, MA 02116	Water, Saver, Storm Paving & Roads	4,351,031	\$ 166,423	\$ 4,517,453	04/16/19	100%	8/30/2020
Boynton Beach Associates XXVI LLLF c/o GL Homes 1600 Sawgrass Corporate Pkwy, Ste 400 Suntise, FL 33323		Boynton Beach Associates XXVI LLLP of GL Homes 1600 Sawgrass Corporate Pkwy, Ste 400 Sunrise, FL 33323	Roads	5 1,917,096	\$ (137,437)	5 1,779,659	04/25/19	100%	V31/2020
Ranger Construction Industries 101 Sansbury Way W Palm Beach, FL 33411	8 16 D	Avenir Development, LLC 550 Biltmore Way, Ste 1110 Coral Gables, FL 33134	Water, Sewer, Storm	314.368	\$ 72,986	\$ 387,355	07/12/19	100%	2/29/2020
Ranger Construction Industries 101 Sansbury Way W Palm Beach, FL 33411	a is s	Palm Beach County BOCC. 2300 North Jog Rd West Palm Beach, FL 33411	Water, Sewer, Storm	\$ 8,175,813	\$ 40,051	\$ 8,215,854	91/90/80	₩001	8/24/2021
Toll Brothers H8.J Contracting, Inc. 3160 Fairlane Farms Road Wellington, FL 33414	u 480	BHEG Avenir LLC Avenir Development, LLC 550 Billimore Way, Sie 1110 Coral Gables, FL 33134	Water, Sewer, Storm, Roads Water, Sewer, Storm	\$ 2,788,551	\$ 875,441	\$ 3,236,134	09/09/19	100% 100%	10/31/2021
c/o BHEG Avenir LLC GL Homes 17100 Lyons Rd	P P	250 Gibraiter Rd Horsham, PA 19044 GL Homes 17100 Lvons Rd	Water, Sewer, Storm	\$ 1,304,573	\$ 209,393 \$ 7,532,685	\$ 1,513,966 (08/19/19	100%	10/31/2021

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		Contractor/ Contact	Prime/Sub	Owner	Description	Amount	Change Orders	Revised Contract Amount	Contract	% Complete	Completion Date
		Boca Raton, FL 33496		Boca Raton, FL 33496							
190515	Sky Cove	H&J Cantracting	so.	Sky Cave, LLC	Water, Sewer, Storm	\$ 693,737	\$ 26.320	\$ 920.056	08/24/19	100%	12/31/2014
Y	Seminole Prall Whitney Rd &	3160 Fairlane Farms Road		do LaH Homebuilders, Inc.							2
	Westlake, FL	Weington, TL 554.4		FU East Las Clas Bivd #1400							
190517		H&J Contracting	w	Avenir Development, LLC	Water, Sewer, Storm	\$ 2,232,694	(109,137)	\$ 2,123,557	06/25/19	100%	5/15/2020
1	Palm Beach Gardens, FL	3160 Fairlane Farms Road		550 Biltmore Way, Ste 1110							
90519	100E19 Avenir A 4	Wellington, FL 33414		Coral Gables, FL 33134							
0.00		H&J Contracting	ın	Avenir Development, LLC	Water, Sewer, Storm	(\$ 1.407.769	78,002	1,486,771	06/25/19	100%	12/30/2020
1	Farm Beach Gardens, FL	3160 Fairlane Farms Road		550 Biltmore Way, Ste 1110							
1		IVVeilington, FL 33414		Coral Gables, FL 33134							
10520	190520 Meadows Phase 2	Minto Communities Florida	α	Mine PRI H Lt.C	Wales Sauer Street	4 000	4		20000000		
	Loxahatchee, FL	4400 W Sample Road, Suite 200		4400 W Sample Road Suite 200	Tipo Camara		•	270'650'7 e	BL/77/30	100%	8/30/2020
		Coconut Creek, FL 33073		Coconut Creek, FL 33073							
190521	Verano D.4	O Language O D		0							
	Crossfown Bluss & Enimonn Ave	CANDE Disconder Dr Colle 175		AAAAE Diseased De State 475	Waler, Sawer, Storm	5 642,084	33,067	\$ 675,151	09/27/19	100%	8/30/2020
	Port St Lucie, FL	Tampa, FL 33637		Tampa FI 33637	Paving & Koads						
190522	Copper Creek	H&J Contracting	s	Lennar Homes	Water, Sawer, Storm	\$ 2,127,910	\$ 311,630	\$ 2.439.540	01/02/20	100%	4/30/2021
	Comer Glades Cut-Off and C24	3160 Fairlane Farms Road		700 NVV 107th Ave, 4th Floor							
1	Port St Lucie, FL 34986	Wellington, FL 33414		Miami, FL 33172							
190523	Westlake Pod I Lake 8	Minto Communities Florida	a	Minto PBLH, LLC	Earthwork	\$ 2.086.875	1.277.488	3 354 365	01/02/20	100%	960513613
	Loxahatchee, FL	4400 W Sample Road, Suite 200		4400 W Sample Road, Suite 200							200
		Coconut Creek, FL 33073		Coconul Creek, FL 33073							
0524	190524 Verano E-1	KLP Crosstown LLC	4	KLP Crosslown LLC	Water Sauer Storm Boards	2.681310	And Con	200	Oct Cont	10000	Carried States
	St Lucie West, FL	14025 Riveredae Dr. Suite 175		14025 Riveredge Dr. Suite 175	20000		,	200,100,2	Owerieu	100%	2/26/2022
		Tampa, FL 33637		Tampa, FL 33637							
0525	190525 Avenir A-5	Toll Brothers	a	HHEG Avenir I O	Molec Series Diogram	2 2006 470	704 640	9 750 000	Commission	11000	2012
	Northlake Blvd	C/o BHEG Avenir LLC		250 Gibrattar Rd	1000				04/20/20	8,000	707/15//
	Palm Beach Gardens, FL			Horsham, PA 19044							
3630	to high party at 100	Version David			E			Ш			
	St Lucie West. FL	4807 PGA Blvd		Version Development LLC	waiter, Sawer, Storm, Kdads	40,051,1	201,111	9 1,247,085	12/03/19	100%	6/28/2021
		Palm Beach Gardens, FL 33418		Palm Beach Gardens, FL 33418							
70117	Riviers Cove	Contraction	U	and an and a part of a second		242					
	3301 Broadway	3160 Fairlane Farms Road	,	3300 Cumbarland Blad SE #376	alicolo 'inavari' di a	ADC'CID C	474'45	288,740	01/0//20	%001	0202/18/21
	Riviera Beach, FL	Wellington, FL 33414		Atlanta, GA 30339							
0528	200528 Wellington Sr Living	JH&J Contracting	ı	Wellington Bay PropCo, LLC	Water Sawer Storm	\$ 2.133.437	\$ 118 783	\$ 2252220	04/22/20	100%	CCUCIUEID
ĺ	2735 Nucare Lane	3160 Fairlane Farms Road		2001 Summit Park Drive, #300				1			
	Wellington, FL	Wellington, FL 33414		Orlando, FL 32810							
00529	200529 Polo Leoacy/Saddlewood	Matlamy Palm Beach I.I.C.	۵	Matterny Palm Beach 110	Water Sauer Storm Boards	3 545 408	(21 517)	9 623 070	netacted	7004	ALTA FELE
		022 10000 1110 1 1110		managed and peacel CLO	Wald, Sewel, Signiff, Augus	1	1		J	100%	3/3 1/2021

				Description	Amount	Change Orders	Aevised Contract Amount	Contract	% Complete	Completion Date
	2500 Quantum Lakes Dr		2500 Quantum Lakes Dr							
	Boynton Beach, FL 33426									
	Minto PBLH, LLC	0.	Minio Pet H III	Santitude	000000		000			
Seminole Pratt Whitney Rd	4400 West Sample Road #200		4400 West Sample Road #200	Carmage	800,800		800'ASS	02/21/20	100%	12/31/2020
	Cacanul Creek, FL 33073		Coconut Creek, FL 33073							
	Avenir Community Davelopment	a.	Averir Community Development	Storm Sewer & Roadways	5 1 833 175	(809 601)	4 013 676	ONZHA	4003	Octobra a price a
	2501A Burns Rd		2501A Burns Rd		Ш			1	100.00	12/07/10/20
	Palm Beach Gardens, FL 33410		Palm Beach Gardens, FL 33410							
200532 Tradition Tract 1 Sewer-Fairpreen Rd	Tradition Community Day District	۵	Tradition Community Day District	No.	010					
Fairgreen Rd/Crosstown Blvd	10807 SW Tradition Square		10807 SW Tradition Square	io.	71 17557 6		\$ 727,725	03/04/20	700%	12/31/2020
	Port St Lucie, FL 34987		Port St Lucie, FL 34987							
200534 Community Blvd Irrigation	Tradition Community Bey District	a	Tradition Community Day District	Water	00000			Serie Const		
Community Bival Tradition Pkwy	10807 SW Tradition Square		10807 SW Tradition Square		000,00	100'10	5 (30,004	0204020	100%	3/20/2020
	Port St Lucie, FL 34987		Port St Lucie, FL 34987							
	H&J Contracting	62	Sinai Residences CORC Operations Corp	Water Sewer Storm	\$ 127.830		427 820	Descrico	4000	OLOGICA PA
	3160 Fairlane Farms Road		9901 Donna Klein Blvd			+		0411510	2,00	DISDICTOR!
	Wellington, FL 33414		Boca Raton, FL 33496							
200536 Boca Dunes Residences 2	H&J Contracting	w	Richman Boca Development Partners LLC	Water, Sewer, Storm	\$ 1.207.555	\$ 131.446	1.339.001	04/21/20	100%	3/31/2021
wenue	3160 Fairlane Farms Road		477 South Rosemary Ave #301							
	Wellington, FL 33414		West Palm Beach, FL 33401							
	Weitz Company	o	Florida Power & Light	Water Sewer Storm	\$ 1.360.702	\$ 377.747	\$ 1737 944	05/04/20	100%	12/30/2021
4300 Kyoto Gardens Drive	1720 Centrepark Drive East	t	700 Universe Blvd		1		1	2	200	121301202
Palm Beach Gardens, FL 33410	West Palm Beach, FL 33401		Juno Beach, FL 33408							
	KLP Crosslown LLC	a	KLP Grosslown LLC	Water Sewer Storm	\$ 1.007.580	S 61 445	1 050 025	OBJUSTO	1001	- COCKBOIC
	14025 Riveredge Dr #175		14025 Riveredge Dr #175	Paving, Roads				2000	2000	707/07/7
	Tampa, FL 33637		Tampa, FL 33637							
	H&J Contracting	S	Boca Mulli Owner, LLC	Water Sewer Storm	\$ 1.095.639	S 40.67B	\$ 1.136.317	08/04/20	1000	2714/2022
5400 Broken Sound Blvd NW	3160 Fairlane Farms Road		3953 Maple Avenue #300					2		100000
	Wellington, FL 33414		Dallas, TX 75219							
Groves @ Westlake (Pod O)	Minto PBLH, LLC	0.	Minto PBLH, LLC	Water, Sewer, Storm, Roads	\$ 7.104.034	\$ 240 944	5 7 344 979	08/04/20	100%	CODCIDEIN
	4400 West Sample Road #200		4400 West Sample Road #200							
	Coconut Creek, FL 33073		Caconut Creek, FL 33073							
	Kast Construction	a	Kast Construction	Water, Sewer, Storm	\$ 290,310	\$ 64,906	\$ 355.216	08/04/20	100%	10/31/2022
	701 Northpoint Pkwy #400		701 Northpoint Pkwy #400					-		
Palm Beach Gardens, FL 33412	West Palm Beach, FL 33407		West Palm Beach, FL 33407							
	H&J Contracting	S	K. Hovnanian at Avenir LLC	Water, Sewer, Storm	\$ 845,003	\$ 41,703	\$ 886.706	08/04/20	100%	1/31/2021
	3160 Fairlane Farms Road		3601 Quantum Blvd							
Palm Beach Gardens, FL	Wellington, FL 33414		Boynton Beach, FL 33426							

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	Contractor / Contact	Prime/Sub	Owner	Description	Contract Amount	Change Orders	Revised Contract Amount	Contract	% Complete	Completion Date
200543 Sky Cove Phase 2	H&J	55	Sky Cove, LLC	Water, Sewer, Storm	\$ 627,403		\$ 627 ABS	00/04/20	1000	12/24/2020
5568 Starfish Road	3160 Fairlane Farms Road		401 East Las Olas Blvd #1400				2011	20000	200	77711677
Westlake, FL 33470	Wellington, FL 33414		Fi Lauderdale, FL 33301							
200544 Gun Club Estates	Palm Beach County WUD	0.	Palm Beach County WUD	Water Roads	1 842 804	A LOAD CAR	030 003 7	ATTA ATTA		
SW Corner Southern Blvd & Kirk Rd	2300 N. Jog Rd	1	2300 N. Joa Hd			1	000000000000000000000000000000000000000	0235130	100%	1/30/2021
West Palm Beach, FL 33406	West Palm Beach		West Palm Beach							
200545 Venetian Isles	Hedrick Brothers Construction Inc.	s	Venetian Islas Community Association Inc	Water Sawer Storm Boards	5 577 177	200 HC	504 975	Constitution	2000	
BB50 Venetian Isles Blvd	2200 Centrepark West Drive #100		8850 Venetian Islas Elvd					09/19/50	8001	3/31/2022
Boynton Beach, FL 33437	West Palm Beach, FL 33409		Boynton Beach, FL 33437							
200546 Groves Phase 2 #7533	Minto PBLH, LLC	0	Mino PBLH, LLC	Water Sower Storm Roads	1 265 534	5 15,442	7 1 280 Q76	08/10/20	18004	**************************************
Semnole Pratt Whiney Rd	4400 West Sample Road #200		4400 West Sample Road #200			1		03/6	8 00	1202/16/6
Palm Beach Gardens	Coconut Creek, FL 33073		Coconul Creek, FL 33073							
200547 Woodspring Suites-Deerfield	Integrated Construction	u	Gold Coast Premier Properties VILLC	Water, Sewer, Storm, Roads	S 1 162 787	3 165 515	S 1 328 302	1277777	7000	crociacic
SE Corner Okeechobee Blvd & Turnpike		F	16155 SW 177th Ave. Ste BZ				1	717	800	212012020
5166 Okeechobee Blvd West Palm Beach FL 33417	Jacksonville, FL 32223		Miami, FL 33177							
200548 Golden Gate	Martin County BOCC	۵	Martin County BOCC	Water, Sewer, Storm	\$ 13,030,606	\$ 295,377	\$ 13.325.982	09/15/20	100%	2/28/2023
Stuart Florida	2401 SE Monterey Rd		2401 SE Monterey Rd				1			
	Stuart, FL 34996		Stuart, FL 34996							
200549 Verano D-2	Kolter Homes	_	Koller Homes	Waler Sewer Storm Roads	£ 1 752 250	86.7 TA	7 1 843 007	12/17/20	1000/	* DOWN * COURT
Crosslown Blvd & Fairgreen Rd	4807 PGA BIVd		4807 PGA Blvd				ı	12/1/20	800	1707/15/01
Port St Lucie, FL	Palm Beach Gardens, FL 53418		Palm Beach Gardens, FL 33418							
200551 Avenir Pump Station Lake Interconnect	Avenir Development 11 C	0	Avenir Community Davalormani	Marker Spines Officer	600 400			- Antonios		
12001 Northlake Blvd	550 Bilmore Way #1110	-	2501A Burne Rd	Daving Donds	004-650		9 055,400	10/05/50	100%	12/31/2020
Loxahatchee, FL	Coral Gables, FL 33134		Palm Beach Gardens, FL 33410	The state of the s						
200552 Orange Blvd FM Ext & Seminole Pratt	Palm Beach County WUD	0.	Palm Beach County WUD	Water Sower Boads	\$ 330 535 75	C /444 084 673	*30.340	and was the	4000	Participation of the Participa
Westlake	2300 N. Jog Rd	1	2300 N. Jog Rd			100000000000000000000000000000000000000		01115751	2001	DICTION I
	West Palm Beach		West Palm Beach							
200553 SW Belle Glade WM Improvements	Palm Beach County WUD		Palm Beach County WUD	Roads	152001.25	\$ 1.242.62	5 153.244	05/24/21	100%	B/24/2021
	2300 N. Jog Rd		2300 N. Jog Rd							1
	West Palm Beach		West Palm Beach							
200554 LWD E-3	Palm Beach County WUD	n.	Palm Beach County WUD	Water	\$ 28 793 BR	S (13 804 00)	24 400	103000	4000	P CONTACTO
	2300 N Joa Rd	+	2300 N. Joo Rd					OCCUPIED IN	200	0/24/2021
	West Palm Beach		West Palm Beach							
200555 Belle Glade WW SR80	Palm Beach County WUD		Palm Beach County WUD	Water Roads	\$ 964 139.99	\$ (40.421.02)	\$ 923.718.97	02/05/21	100%	12/31/2021
S Main St from SE Ave K to Ice House	2300 N. Jog Rd		2300 N. Jog Rd		Ш	Ш				
	West Palm Beach		West Palm Beach							
200556 Belvedere Heights WM	Palm Beach County WUD	4	Pelm Beach County WUD	Water Storm Roads	\$ 1856 052 41	\$ 189 686 29	\$ 2 045 738 70	13/25/21	100%	12/31/2001

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ge 6 of 6

# dol	Project Name / Address	Contractor / Contact	Prime/Sub	Owner	Description	Contract	Change Orders	Revised Contract Amount	Contract	% Complete	Completion
	mear Florida Mango Rd & Upland Rd	2300 N. Jog Rd		2300 N. Jog Rd							
		West Palm Beach		West Palm Beach							
20055	200557 Lawrwood Expansion	Brasfield & Gorrie	5	HCA-The Healthcare Co	Marter Course Offers Day	6 C C C C C C C C C C C C C C C C C C C			-		1
	Lawnwood Regional Hospital	1201 Demonbraun Street #200		One Park Plaza. Bido II. East Third Floor	water, cower, citili, noads	3 0,017,412,00	9 /08/240/90	9 C.000,000,90	12/14/20	100%	6/30/2022
	1700 S 23rd St	Nashville TN 37203									
	Fort Pierce, FL 34950										
20055	200558 Renaissance Charter @ Tradition	H&J Contracting Inc	w	Red Apple at Tradition HS LLC	Water Sewer Blorm	S 471 994 10	\$ 5 372 22	476 506 41	00110101	4008/	a decidate
	10970 SW Tradition Pkwy	3160 Fairlane Farms Road		800 Corporate Drive #124					12/01/20	2002	0/ 10/2021
	Port St Lucie, FL	Wellington, FL 33414		Fort Lauderdale, FL 33334							
20055	200559 Telaro @ Southern Groves	Mattany Pain Beach LLC	n	Mattamy Palm Beach LLC	Water Sewer Storm Roads	\$ 7735 SEK RE	E /7 150 035 811	C 4574.630.04	Distriction	10000	anderoes.
	Property South of Discovery Way	2500 Quantum Lakes Dr		2500 Quantum Lakes Dr			di minerali di la	ш	-		WOODENEED
	Between Village Pkwy & Community Blvd	Boynton Beach, FL 33426		Boynton Beach, FL 33426							
	POR SI Lucie, P.E.										
21056	210561 Verano Pad G (Central Park)	DK Central Park LLC	D.	DK Central Park LLC	Water Sewer Storm Roads	\$ 5.123.000.00	\$ 368.918.34	S. 5.491 R1B 34	101700110	9200	425445000
	Crosstown Pkwy NW of	14025 Riveredge Dr #175		14025 Riveredge Dr #175			Т		-	10.00	2007110121
	Crosstown & Village Pkwy	Tampa, FL 33537		Tampa, FL 33537							
21056	210562 Verano Pod E2 & O Lin Station	Verano Development LLC	a	Verano Development LLC	Water, Sewer, Storm, Roads	\$ 3.691.260.79	\$ 425,670,13	\$ 4,116,930,92	04/21/21	100%	12/31/2025
	Crosstown Pkwy NW of	4807 PGA Bivd		4807 PGA Blvd			1	-			-
	Crosstown & Village Phwy	Palm Beach Gardens, FL 33418		Palm Beach Gardens, FL 33418							
21056	210563 Polo Legacy Commercial	Mason Construction	vo	Banyan Polo LLC	Waler, Sewer, Storm, Roads	\$ 1.209.000.00	\$ 4.589	\$ 1,213,589.08	03/24/21	100%	6/30/2022
	8745 Lake Worth Rd	880 Jupiter Park Drive #10		2200 Bulls Rd #300							
	Lake Worth, FL	Jupiter, FL 33458		Boca Ralon, FL 33431							
21056	210564 Arden Pod G.I.J	Freehold/NPBCID	۵	Freehold/NPBCID	Waler, Sewer, Storm, Roads	F \$ 2.094.661,46	5 (4.986.34)	\$ 2 089 675.12		100%	4/30/2022
	N side of Southern Blvd West of	NPBCID		NPBCID		N \$ 2,711,183.38	-		04/19/21	100%	4/30/2022
	Lion Country Safari	359 Hiatt Dr		359 Hiatt Dr							
	Loxahatchee, FL	PBG, FL 33418		PBG, FL 33418							
21056	210565 Avenir Lift Station #5	Avenir Development, LLC	۵	Avenir Community Development	Water, Sewer, Storm, Roads	\$ 723,830,60	\$ 43,690.73	\$ 767.721.33	07/15/21	100%	5/3 (/2022)
	12001 Northlake Blvd	550 Biltmore Way, #1110		2501A Burns Rd							
	Loxahalchee, FL	Coral Gables, FL 33134		Palm Beach Gardens, FL 33410							

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line	do not leave this line blank	2.	
	Centerline Utilities, Inc. dba Centerline, Inc.			
	2 Business name/disregarded entity name, if different from above			
page 3.	Check appropriate box for federal tax classification of the person whose refollowing seven boxes.	name is entered on line 1. Ch	heck only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
e. ns on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	ion Partnership	☐ Trust/estate	Exempt payee code (if any)
typ	Limited liability company. Enter the tax classification (C=C corporation,	, S=S corporation, P=Partne	ership) ►	Example payors code (if all y)
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classifica LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	I from the owner unless the purposes. Otherwise, a sin	owner of the LLC is ale-member LLC that	Exemption from FATCA reporting code (if any)
C	☐ Other (see instructions) ►			(Applies to accounts maintained outside the U.S.)
S	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name	and address (optional)
See	2180 SW Poma Drive		100	
- 1	6 City, state, and ZIP code			
- 2	Palm City, FL 34990			
	7 List account number(s) here (optional)			
Part	Taxpayer Identification Number (TIN)			
Enter y	your TIN in the appropriate box. The TIN provided must match the na	ame given on line 1 to av	oid Social sec	curity number
backup	withholding. For individuals, this is generally your social security nu	umber (SSN), However, f	for a	
resider	it alien, sole proprietor, or disregarded entity, see the instructions fo	r Part I. later. For other		
TIN, lat	s, it is your employer identification number (ÉIN). If you do not have a	a number, see How to ge	or or	
400	f the account is in more than one name, see the instructions for line	1 Also soo What Name		identification number
Numbe	er To Give the Requester for guidelines on whose number to enter.	1. Also see rmat name	and Employee	T T T T T T T T T T T T T T T T T T T
			6 5	- 0 8 4 9 4 8 8
Part	Certification			
	penalties of perjury, I certify that:			
		-1- / A - 141 - 6		
2. I am Servi	number shown on this form is my correct taxpayer identification nur not subject to backup withholding because: (a) I am exempt from b ice (IRS) that I am subject to backup withholding as a result of a failunger subject to backup withholding; and	ackup withholding, or (b)	I have not been n	otified by the Internal Revenue
	a U.S. citizen or other U.S. person (defined below); and			
	FATCA code(s) entered on this form (if any) indicating that I am exen	ant from EATCAti-	i	
you nav acquisit	ation instructions. You must cross out item 2 above if you have been e failed to report all interest and dividends on your tax return. For real e ion or abandonment of secured property, cancellation of debt, contribu an interest and dividends, you are not required to sign the certification,	estate transactions, item 2 Itions to an individual retir	does not apply. For ement arrangement	r mortgage interest paid, (IRA), and generally, payments
Sign	Signature of	1	. /	
Here	U.S. person		Date > / 4	12024
Gen	eral Instructions		vidends, including	those from stocks or mutual
Section noted.	references are to the Internal Revenue Code unless otherwise		various types of in	come, prizes, awards, or gross
Future of	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted			ales and certain other
after the	ey were published, go to www.irs.gov/FormW9.	transactions by brok	,	
		 Form 1099-S (prod 	eeds from real est	ate transactions)
	ose of Form	 Form 1099-K (mere 	chant card and thir	d party network transactions)
nformat	idual or entity (Form W-9 requester) who is required to file an ion return with the IRS must obtain your correct taxpayer	 Form 1098 (home in 1098-T (tuition) 	mortgage interest),	1098-E (student loan interest),
ssM) in	ation number (TIN) which may be your social security number adividual taxpayer identification number (ITIN), adoption	 Form 1099-C (cand 	celed debt)	
axpaye	r identification number (ATIN), or employer identification number	• Form 1099-A (acqu	isition or abandonr	nent of secured property)
EIN), to mount	report on an information return the amount paid to you, or other reportable on an information return, Examples of information	Use Form W-9 onl alien), to provide you		person (including a resident
	nclude, but are not limited to, the following. 1099-INT (interest earned or paid)			requester with a TIN, you might What is backup withholding,



CONFIDENTIAL **ELECTRONIC BID PACKAGE ENCLOSED**

BID TITLE: AVENIR POD 21 LIFT STATION PROJECT

PROJECT NUMBER: 202036

TO: Jason Pierman, District Manager

jpierman@sdsinc.org

AVENIR COMMUNITY DEVELOPMENT DISTRICT

2501A Burns Road

Palm Beach Gardens, FL 33410

FROM: JACKSON LAND DEVELOPMENT, LLC.

1888 NW 21st Street

Pompano Beach, FL 33069

BID DATE/TIME: July 17, 2024 at 11:30 A.M.



BID BOND Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable. BIDDER (Name and Address): Jackson Land Development, LLC 1888 NW 21st Street, Pompano Beach, FL 33069 SURETY (Name, and Address of Principal Place of Business): Swiss Re Corporate Solutions America Insurance Corporation 1200 Main Street, Suite 800, Kansas City, MO 64105 OWNER (Name and Address): Avenir Community Development District 2501A Burns Road, Palm Beach Gardens, FL 33410 BID Bid Due Date: July 10, 2024 Description (Project Name - Include Location): Project No.: 202036; Avenir Pod 21 Lift Station Project BOND Bond Number: Bid Bond Date: July 3, 2024 Ten Percent of Amount Bid 10% (Words) (Figures) Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. SURETY Swiss Re Corporate Solutions America Insurance Corporation Jackson Land Development, LLC (Seal) Bidder's Name and Corporate Seal Surety's Name and Corporate Seal By: Signature Signature (Attach Power of A Jessica Piccirillo Jeremy Jackson **Print Name Print Name** Manager/Partner Attorney-in-Fact Title Attest: Attest: Signature Amanda Jovino Title Maritza Gutierrez, Witness Title Witness Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.

Prepared by the Engineers Joint Contract Documents Committee.

Page 1 of 2



- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and
 assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the
 penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond
 shall be Owner's sole and exclusive remedy upon default of Bidder.
- Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority
 of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such
 Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC") SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: Jessica Piccirillo

Principal: Jackson Land Development, LLC

Obligee:

Avenir Community Development District ription: Project No.: 202036; Avenir Pod 21 Lift Station Project Bond Description:

Bid Bond Bond Number: Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."





Erik Japssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

Gerald Jagrowski. Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER , 20 22

State of Illinois County of Cook

Swiss Re Corporate Solutions America Insurance Corporation Swiss Re Corporate Solutions Premier Insurance Corporation

NOVEMBER 20 22 before me, a Notary Public personally appeared Erik Janssens , Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC, personally known to me, who being by me duly swom, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

> OFFICIAL SEAL CHRISTINA MANISCO NOTARY PUBLIC. STATE OF ILLINOIS By Commission Expires March 28, 2026

I. Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of

> Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC

SECTION 40-1 FORM OF PROPOSAL

40.0 PROPOSAL

TO:

Jason Pierman

AVENIR COMMUNITY DEVELOPMENT DISTRICT

2501 A Burns Road

Palm Beach Gardens, FL 33410

DATE: 07/16/2024

Dear Mr. Pierman:

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

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

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

The Bidder agrees that, if awarded the Contract, he will sign the Contract Documents within fifteen (15) calendar days of the award of the bid, that he will commence the work on the date stated in the notice to proceed, and that he will complete the work within 340 DAYS calendar days, thereafter.

SECTION 40-1	
FORM OF PROPOSAL	

The Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. CUC052599 issued by State of Florida Dept Business, and Professional Regulation reciprocity to be so licensed to do this work.

BIDDER:	JACKSON LAND DEVELOPMENT, LLC	
ADDRESS:	1888 NW 21st Street, Rompano Beach, FL 33069	- 34
BY:		
TITLE:	EDWARD R. FOSS, MANAGER/PARTNER	

LINE		QUANTITY	UNIT	ı	INIT PRICE		TOTAL PRICE
	JACKSON LAND DEVELOPMENT						
	LIZATION/GENERAL CONDITIONS	0.40	- 66	1.0		1	
1	MOBILIZATION/GENERAL CONDITIONS	1.00	LS	\$		\$	
2	SURVEY/LAYOUT/ASBUILTS	1.00	LS	\$		\$	
3	TESTING	1.00	EA	\$		\$	44.44.42
4	BOND	1.00	EA	\$	TOTAL	\$	59,816.00 140,966.95
FROS	ION CONTROL						
1	SILT FENCE		LF	\$		\$	
2	CONSTRUCTION ENTRANCE	1.00	EA	\$		\$	
3	INLET PROTECTION	2,00	EA	\$		\$	
4	SILT FENCE (MAINTENANCE)	6.00	МО	\$		\$	
5	CONSTRUCTION ENTRANCE (MAINTENANCE)	6.00	MO	\$		\$	
6	FLOATING TURBIDITY BARRIER	Included in				*	
3		William Service	an santano	22.5	TOTAL	\$	42,150.10
EART	HWORK						
	CUT AND GRADE ROAD R/W TO TOP OF SUBGRADE ELEVATION		250	6		-	
1	TO PREP FOR UTILITIES. STOCKPILE MATERIAL ONSITE		CY	\$		\$	
					TOTAL	\$	55,163.60
SEWA	GE COLLECTION SYSTEM						
1	PVC SDR 26 SANITARY SEWER (ADD ITEM FOR EACH DEPTH OF CUT)		LF	\$		\$	
2	PVC C-900 SANITARY SEWER (ADD ITEM FOR EACH DEPTH OF CUT)		LF	\$		\$	
3	SANITARY MANHOLE (ADD ITEM FOR EACH DEPTH OF CUT) ITEM TO INCLUDE ALL SUA REQUIRED FITTINGS, COATINGS, PAINTING BENCHES, LINING		EA	\$		\$	
4	DROP ASSEMBLY IF REQUIRED		EA	\$		\$	
5	MANHOLE COLLA IN GREEN AREAS IF REQUIRED		EA	\$		\$	
			EA	,			
6	SINGLE SERVICE SEWER INCLUDING ALL SUA REQUIRED FITTINGS		EA	\$		\$	
7	DOUBLE SERVICE SEWER INCLUDING ALL SUA REQUIRED FITTINGS		EA	\$		\$	
8	FINALIZE SEWER SYSTEM INCLUDING ALL TESTING REQUIRED BY SUA		LF	\$		\$	
					TOTAL	\$	786,854.00
FORCE	MAIN AND LIFT STATION						
1	PVC C-900 DR 14 FORCE MAIN INCLUDING FITTINGS		LF	\$		\$	
2	PLUG VALVE AND VALVE BOX		EA	\$		\$	
3	AIR RELEASE VALVE IF REQUIRED		EA	\$		\$	
4	CONNECT TO EX. FORCE MAIN		EA	\$		\$	
5	FILLING/FLUSHING/TESTING PER SUA REQUIREMENTS		EA	\$		\$	
6	INSTALL LIFT STATION WITH PAD, FENCING, CONTROL PANEL AND ALL SUA REQUIRED COMPONENTS, INCLUDING FINAL TEST		LF	\$		\$	
					TOTAL	\$	759,975.00

	Control of the Contro	common .			48197	V 0	
DRAII	NAGE SYSTEM	and research	1	7/15	NG-47 XX	1	The state of the s
1	8" HDPE STORM PIPE YARD DRAIN		LF	\$		\$	
2	12" HDPE STORM PIPE YARD DRAIN		LF	\$		\$	
3	RCP STORM PIPE		LF	\$		\$	
4	YARD DRAINS		EA	\$		\$	
5	CATCH BASIN OR INLETS		EA	\$		\$	
6	MANHOLES		EA	\$		\$	
7	ENDWALLS INCLUDING COST OF BANK RESTORATION		EA	\$		\$	
8	DRAINAGE FINAL CLEANING AND INSPECTION	1.00	EA	\$		\$	
					TOTAL	\$	419,379.00
WATE	R DISTRIBUTION SYSTEM	117-1-3	23	١	хэиф	3-8-	April 18 of the
1	DIP WATER MAIN INCLUDING FITTINGS		LF	\$		\$	
2	FIRE HYDRANT ASSEMBLY		EA	\$		\$	
3	GATE VALVE & VALVE BOX		EA	\$		\$	
4	BLOW-OFF ASSEMBLY		EA	\$		Š	
5	LIFT STATION WATER SERVICE INCL. RPZ		EA	\$		\$	
6	SINGLE WATER SERVICE FOUNTAIN/GUARD HOUSE INCL. RPZ						
7	SINGLE WATER SERVICE INCLUDING SUA FITTINGS		EA	\$		\$	
8	DOUBLE WATER SERVICE INCLUDING SUA FITTINGS		EA	\$		\$	
9	CONNECT TO EXISTING WATER MAIN		EA	\$		\$	
10	SAMPLE POINTS		EA	\$		\$	
11	FILLING/FLUSHING/TESTING PER SUA REQUIREMENTS		EA	\$		\$	
	A SAN SAN SAN SAN SAN SAN SAN SAN SAN SA				TOTAL	\$	360,290.00
ROAD	ACCESS AND FLOOD PROTECTION	- 50	11/4	to a	Period	12.	·
1	12" SUBGRADE STABILIZATION ROADWAY		SY	\$		\$,
2	8" FDOT BASE PRODUCT ROADWAY		SY	\$		\$	
3	4" ROCK CURB PAD		SY	\$		\$	
4	PRIME ROADS AND SAND SEAL		SY	\$		\$	
9	TYPE "F" CURB		LF	\$		s	
10	24" VALLEY CURB		LF	Ś		s	
11	TYPE "D" CURB		LF	Ś		\$	
	NO PAVEMENT INCLUDED		7				
	NO PAVERS INCLUDED						
	NO SIDEWALKS INCLUDED						
	NO PAVEMENT MARKINGS INCLUDED						
					TOTAL	\$	485,848.35
				TO	TAL BID PRICE	4	3,050,627.00

EDWARD R. FOSS, MANAGER/PARTNER CUC 052499 JACKSON LAND DEVELOPMENT, LLC 1888 NW 21ST STREET POMPANO BEACH, FL 33069



PROPOSAL

DATE: July 17, 2024

JOB NAME: AVENIR POD 21 PHASE ONE REVSION ONE-UTILITIES

ONLY

ESTIMATE #: E091624

SUBMITTED TO: AVENIR COMMUNITY DEVELOPMENT DISTRICT C/O

SPECIAL DISTRICT SERVICES, INC.

STREET: 2501A Burns Road

CITY, STATE & ZIP Palm Beach Gardens, Fl. 33410

PHONE NO.: (877)737-4922

ATTENTION: Jason Pierman, District Manager

JPierman@sdsinc.org

JOB LOCATION: Avenir Drive West of Coconut Blvd., Palm Beach Gardens,

Palm Beach County, Florida

ENGINEER: Ballbe' & Associates-Civil Engineering Planning Surveying

DATE OF PLANS: PD1-10 dated 6.12.24; WS1-22 dated 6.12.24; Dewatering

Sheets 1-6 dated 3.13.24

Jackson Land Development, LLC (JLD) hereby proposes to furnish labor, equipment, and material in accordance with the above-referenced plans as follows:

BID #1 TOTAL: \$ 2,368,098.00

GENERAL CONDITIONS:

1. DUE TO GLOBAL SUPPLY CHAIN ISSUES, PRICING IS BASED ON CURRENT PRICING AT TIME OF SHIPMENT. AVAILABILITY IS NOT GUARANTEED.

- 2. Schedule of values reflects scope of work for water, sewer, and drainage, along with special dewatering. Dewatering permit, water sampling, and turbidity monitoring, are all by others. Pricing assumes all wellpoint water through a single 1,500 gallon silt tank at multiple locations with discharge to the onsite lakes. Excavation, maintenance of water in recharge trench for duration of dewatering, and backfill at conclusion of Utilities dewatering, are included. No allowance is made for work under/around other scopes done out of sequence.
- 3. NPDES/SWPPP permits, requirements, BMP's, testing, reporting, or monitoring, by Others.
- 4. Subgrade to be provided +/- 0.2' of true subgrade and returned to same. Excess Utility spoils to be stockpiled every 500' along ROW for removal/use by others.
- 5. Removal and replacement, handling or disposing of unsuitable material is excluded. All excavated materials are to be used for construction in their original excavated form and condition without the need for mixing, manipulation, or handling.
- 6. Prices are based on one utility crew move-in, with a continuous operation to completion. Additional mobilizations will be made for the sum of \$5,500.00 each. Pricing does not include phasing or partial releases of Phase 1.

Jackson Land Development, LLC



7. Sanitary sewer service terminates per SUA details and includes staked cleanout 2' above grade. COTG and house connections by others.

Potable water service terminates with buried staked angle valve set to grade, prior to meter and meter box by SUA, RPZ, private side piping, and housed connections, all by others.

9. JLD will conduct a final walk through with Owner's representative one time after completion of Utilities. At that time, client assumes responsibility for the work. 2nd lift final cleaning and repairs will be an add to the contract on a time and material basis.

10. All invoices submitted by the 25th are due and payable within 30 days. Five percent (5%) retainage will be withheld only until 1st lift of asphalt; thereupon to be released. Retainage is

not to be withheld pending approvals which are dependent on client or Others.

11. Lift station pricing is based on three 4"NP3127/488 11HP 460V 3PH Flygt pumps, in 8ft. dia. app. 23' deep precast wet-well. Proposal excludes generator, emergency bypass pump, permit fees, bonds, FPL coordination or fees, odor control, landscaping, irrigation, sod, mulch, signed & sealed Civil or Electrical drawings, or import of suitable backfill material, if required. Work includes water service (no meter,) temporary asphalt access drive, up to 50' of electric service, and fenced concrete slab. Concrete sidewalk, apron, striping, signage, temporary and permanent drive, and fire access road, all by others.

12. Dewatering to be discharged to existing lakes or owner to provide adequate onsite area for dewatering discharge storage. Construction of sediment basins or filtration of dewatering prior to discharge, are excluded. No allowance is made for any permit conditions or

restrictions. Dewatering permit by others...

EXCLUSIONS: The following items ARE NOT included in this proposal:

a) Temporary/permanent soil stabilization.

b) Dry franchise/private conduit sleeving/road crossings.

c) Permits, fee, lab densities, engineering, PE calcs or stamps.

d) Performance & payment bond.

- e) Crane or construction access roads.
- f) Water meter or electric fees at lift station.
- g) OCIP/CCIP or Textura participation
- h) Fire service.

SIGNATURE:	2000
	JACKSON LAND DEVELOPMENT, LLC
	CLIENT

Jackson Land Development, LLC

07/16/2024 E062124 *** ED FOSS

Biditem

10:28

Description

AVENIR POD 21 PH 1 CDD

BID TOTALS

Quantity

Units Unit Price

Bid Total

Dianem	Description	Quantity	Cints	CHILITIEE	Did Total
	SANITARY SEWER				
1020	8" PVC DR26 6'-8' CUT	122,000	LF	46.00	5,612.00
1040	8" PVC DR26 8'-10' CUT	438.000	LF	63.00	27,594.00
1060	8" PVC SDR26 10'-12' CUT	37.000	LF	69.00	2,553.00
1080	8" PVC C900 10'-12' CUT	356.000	LF	82.00	29,192.00
1100	8" PVC C900 12'-14' CUT	444,000	LF	107.00	47,508.00
1120	8" PVC C900 14'-16' CUT	238,000	LF	171.00	40,698.00
1140	8" PVC C900 16'-18' CUT	412,000	LF	256.00	105,472.00
1160	8" PVC C900 18'-20' CUT	132,000	LF	425.00	56,100.00
1180	MANHOLE 6-8' CUT	1.000	EA	9,220.00	9,220.00
1200	MANHOLE 8-10' CUT	2.000	EA	10,390.00	20,780.00
1220	MANHOLE 10'-12' CUT	2,000	EA	12,660.00	25,320.00
1240	MANHOLE 12'-14' CUT	1.000	EA	14,360.00	14,360.00
1260	MANHOLE 14'-16' CUT	1.000	EA	17,280.00	17,280.00
1280	MANHOLE 16'-18' CUT	3.000	EA	23,920.00	71,760.00
1300	MANHOLE 18'-20' CUT	2,000	EA	30,960.00	61,920.00
1320	OUTSIDE DROP CONNECTION	2.000	EA	5,520.00	11,040.00
1340	CONCRETE MANHOLE COLLAR	7.000	EA	195,00	1,365.00
1360	4" SINGLE SERVICE	2.000	EA	895.00	1,790.00
1380	4" SINGLE SERVICE-C900	4.000	EA	1,860.00	7,440.00
1400	SINGLE SERVICE EXTENTION	6,000	EA	105.00	630.00
1420	6" DOUBLE SERVICE	5.000	EA	1,340.00	6,700.00
1440	6" DOUBLE SERVICE-C900	19.000	EA	2,540.00	48,260.00
1460	DOUBLE SERVICE EXTENTION	24.000	EA	205.00	4,920.00
1480	C900 CONF XING MAT UPGRADE	20.000	EA	770.00	15,400.00
1520	SUPPORT EX 36" DRG @ SWR XING	1,000	EA	6,640.00	6,640.00
1540	LIFT STATION	1.000	EA	672,370.00	672,370.00
1550	FM ARV/MANHOLE ASSEMBLY	1,000	EA	15,700.00	15,700.00
1560	4" PVC FORCEMAIN	1,520,000	LF	30.00	45,600.00
1580	4" PLUG VALVE/ BOX	1,000	EA	1,910.00	1,910.00
1600	4" FM VERT DFLCTN	2,000	EA	3,180.00	6,360.00
1620	FM MJ FITTINGS	1.000	LS	11,160.00	11,160.00
1640	RMV PLUG/CONN TO EX FM	1.000	EA	3,075.00	3,075.00
1660	1ST LIFT SEWER CLEAN/TESTING	1.000	LS	37,300.00	37,300.00
1680	FORCEMAIN TESTING	1,520.000	LF	2,50	3,800.00
	SANITAR	Y SEWER SUBTOTAL		\$	1,436,829.00
-	WATER SYSTEM				11 1-11
1740	6" DIP WATERMAIN	70.000	LF	54.00	3,780.00
1760	8" DIP WATERMAIN	2,370.000	LF	71.00	168,270.00
1780	DIP WM PAINT STRIPE	2,410.000	LF	1.00	2,410.00
1800	VERTICAL DEFLECTION/FTGS	2,000	EA	3,150.00	6,300.00
1820	CONN TO EX 8" WM	1,000	EA	4,280.00	4,280.00
1840	BLOWOFF ASSEMBLY	4.000	EA	1,810.00	7,240.00
1860	WM MJ DI FITTINGS	1.000	LS	14,910.00	14,910.00
1000		12,000	EA	2,875.00	34,500.00
	8" GATE VALVE/ BOX	1.2.000			1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T
1880	8" GATE VALVE/ BOX FIRE HYDRANT ASSY W 6" GV/BOX				34.200.00
1880 1900	FIRE HYDRANT ASSY W 6" GV/BOX	5,000	EA	6,840.00	34,200.00 17,850.00
1880					34,200.00 17,850.00 35,010.00

07/16/2024 E062124

10:28 AVENIR POD 21 PH 1 CDD

*** ED FOSS

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1980	SEACOAST JUMPER ASSEMBLY	4.000	EA	3,780.00	15,120.00
2000	SAMPLE POINT	8.000	EA	780.00	6,240.00
2020	1ST LIFT WATER TESTING	1.000	LS	7,650.00	7,650.00
	WATER	RSUBTOTAL			\$360,290.00
	MISCELLANEOUS	1.44	12.0		are Cally
2080	SURVEY CONST LAYOUT & AS-BUILTS -POD C	1.000	LS	28,000.00	28,000.00
2090	SPECIAL DEWATERING	1.000	LS	110,000.00	110,000.00
	MISCELLANEOUS	SUBTOTAL			\$138,000.00
	STORM DRAINAGE				
2220	8" HDPE	50.000	LF	37.00	1,850.00
2240	12" HDPE	899.000	LF	46.00	41,354.00
2260	15" HDPE	239,000	LF	56.00	13,384.00
2280	18" RCP	635,000	LF	74.00	46,990.00
2300	24" RCP	467.000	LF	101.00	47,167.00
2320	36" RCP	198.000	LF	195.00	38,610.00
2340	12" HDPE BEND	2.000	EA	600.00	1,200.00
2360	8" YARD DRAIN/2' CONC PAD	1.000	EA	1,720.00	1,720.00
2380	12" YARD DRAIN	13.000	EA	2,515.00	32,695.00
2400	15" YARD DRAIN/2' CONC PAD	5,000	EA	3,100.00	15,500.00
2420	TYPE C CATCH BASIN	1.000	EA	4,515.00	4,515.00
2440	4FT DIA VALLEY INLET	6.000	EA	5,670.00	34,020.00
2460	5FT DIA MANHOLE	1.000	EA	6,145.00	6,145.00
2480	TYPE E CATCH BASIN	3.000	EA	6,110.00	18,330.00
2500	5FT DIA VALLEY INLET	2.000	EA	6,760.00	13,520.00
2520	24" CONCRETE HEADWALL	2.000	EA	5,560.00	11,120.00
2540	36" CONCRETE HEADWALL	1.000	EA	7,220.00	7,220.00
2560	NEW INLET PROTECTION	31.000	EA	185.00	5,735.00
2580	TURBIDITY BARRIER	150,000	LF	17.00	2,550.00
2600	LAKE BANK SOD REST @ HW'S	3,000.000	SF	1.10	3,300.00
2620	PIPE JOINT WRAP	203,000	JT	18.00	3,654.00
2660	1ST LIFT CLN/DRG CLN/NSPCT	1.000	LS	14,000.00	14,000.00
	STORM DRAINAGE	E SUBTOTAL			\$364,579.00
	MISCELLANEOUS				
2720	SURVEY CONST LAYOUT & AS-BUILTS	1.000	LS	13,600.00	13,600.00
2740	SPECIAL DEWATERING	1.000	LS	54,800.00	54,800.00
	MISCELLANEOUS	SUBTOTAL			\$68,400.00

07/16/2024 E062124 10:28

AVENIR POD 21 PH 1 CDD

*** ED FOSS

BID TOTALS

Biditem Description

Quantity

Units

Unit Price

Bid Total

Bid Total

A 7.

\$2,368,098.00

**Notes:

Items in italics are Non-Additive.



PROPOSAL

DATE: July 16, 2024

JOB NAME: AVENIR POD 21 PHASE ONE CDD

ESTIMATE #: R051024CDD

SUBMITTED TO: AVENIR COMMUNITY DEVELOPMENT DISTRICT C/O

SPECIAL DISTRICT SERVICES, INC.

STREET: 2501A Burns Road

CITY, STATE & ZIP Palm Beach Gardens, Fl. 33410

PHONE NO.: (877)737-4922

ATTENTION: Jason Pierman, District Manager

JPierman@sdsinc.org

JOB LOCATION: Avenir Drive West of Coconut Blvd., Palm Beach Gardens,

Palm Beach County, Florida

ENGINEER: Ballbe' & Associates-Civil Engineering Planning Surveying

DATE OF PLANS: PD1-10 dated 06.12.24

Jackson Land Development, LLC (JLD) hereby proposes to furnish labor, equipment, and material in accordance with the above-referenced plans as follows:

See Attached Detail: \$ 622,713.00

GENERAL CONDITIONS:

1. DUE TO GLOBAL SHIPPING AND SUPPLY CRISIS, PRICING IS SUBJECT TO CHANGE AND DELIVERY IS NOT GUARANTEED. JULY 2024 PRICE INCREASES ARE NOT INCLUDED. RESUBMITTAL WILL BE REQUIRED ONCE INCREASES HAVE BEEN ESTABLISHED BY VENDOR/SUBS.

2. Performance and payment bonds can be furnished @ 2.5% of contract amount, if required.

3. NPDES/SWPPP permits, requirements, testing, reporting, or monitoring, by Others. Erosion control items are limited to specific bid items, and are to be maintained only for the duration of JLD active construction period. Removal at project completion, is by Others.

Removal and replacement, handling or disposal of unsuitable material is excluded from this
proposal. All excavated materials are to be used for construction in their original excavated

form and condition without manipulation or handling.

 Prices are based on one earthwork and roadway move-in each, with a continuous operation to completion. Additional mobilizations will be made for the sum of \$4,500.00 each. Pricing does not include phasing or partial releases.

6. Pricing assumes standard weekday daytime hours with Saturdays as rain makeup only.

7. All invoices submitted by the 25th are due and payable within 30 days. Five percent (5%) retainage will be withheld only until 1st lift of asphalt. Retainage is not to be withheld pending approvals which are dependent on Owner or Others.

8. As to all materials, equipment, and contractor's workmanship, JLD warrants against defects for a period of one (1) year from the time of final completion of the work. JLD warranty

Jackson Land Development, LLC



excludes remedy for damage or defect caused by normal wear and tear under normal usage and by abuse, modifications, improper or insufficient maintenance, or improper operation by persons or entities other than JLD, or its subcontractors.

9. Prices are based on a clear working area, free from building materials, stockpiles, other contractor work/equipment and vehicles as well as the subsequent trash and debris.

10. JLD will conduct a final walk through with client's representative one time after completion of 1st lift asphalt. At that time, the client assumes responsibility for the work.

11. Prior to start of work, Owner will provide notice of commencement.

12. Site work is to be constructed utilizing heavy construction equipment. If vibration is a concern, the client is to employ a vibration monitoring firm. Any recommendations from said firm, to reduce vibration, may be cause for pricing adjustment.

13. Grading of landscape and slope areas to +/-0.2' tolerance one time only, in conjunction with the earth movement operation and prior to any landscaping, irrigation, electrical, or vertical

work. No hand/final grading. All JLD grading terminates 15' outside of curb line.

14. This proposal excludes the excavation and placement of special soil mixtures, if required by landscaping within green areas. JLD to limit road rock contamination during roadway construction.

15. All vehicular paver brick and emergency access areas priced as 8" of lime rock base over 12" of stabilized subgrade.

16. Curb pad under D-Curb is excluded.

17. LBR 70 and LBR 100 subgrade has been included where necessary. Please confirm roadway designs.

18. Earthwork quantities based on the existing and proposed elevations both being expressed in the same vertical datum. Earthwork calculations based on email by Carlos Ballbe stating that client site provision at blanket elevation of 21.90' NAVD for the entire site.

19. Crosswalk at connection to Avenir Dr. is not included and is assumed to by others. Roadway

and Sitework to terminate at proposed property line.

20. Excess fill generated from Roadway cut to be stockpiled in future pad areas. No placement or compaction of this fill is included.

EXCLUSIONS: The following items ARE NOT included in this proposal:

- a) Fences, walls, gates, dumpster pad/enclosure. (associated grading, subgrade, base rock,)
- b) Retaining walls, planters (associated footing excavation, backfilling, or dewatering.)

c) Footing foundation densification.

Temporary parking, crane, or construction access roads.

e) Removal, modification, protection, support, or relocation of existing utilities.

f) OCIP/CCIP, or Textura participation.

g) Soil stabilization (sod, seed, mulch, or hydroseeding. Except for a 2' strip of sod along BOC.

h) Utility Work or restoration over Utilities.

i) Permits, fees, engineering, PE calcs or stamps.

j) Site furnishings (associated subgrade preparation and concrete pads.)

k) All concrete and brick paver flatwork.

1) Emergency stabilized access sod and topsoil.

m) Undercutting and replacing soils which fail proof rolling.

n) All Asphalt Work.

All signage and striping.

p) Geotechnical Testing (proctors, LBR's, densities, etc)

Jackson Land Development, LLC



Firebreak Area and Stabilization q) r)

Any Phase 2 work.

SIGNATURE:

JACKSON LAND DEVELOPMENT, LLC

CLIENT

Jackson Land Development, LLC

07/16/2024 R051024CDD 9:52

Avenir Pod 21 Phase 1 CDD

*** ROCCO URGO

BID TOTALS

Biditem 1420	Description 2' Strip of Bahia Sod @ B.O.C.	<u>Quantity</u> 12,030.000	<u>Units</u> SF	Unit Price 0.65	Bid Total 7,819.50
		Subtotal Sod B.O.C,			\$7,819.50
		Bid Total ===	>		\$622,713.00

^{**}Notes:

07/16/2024 R051024CDD *** ROCCO URGO

9:52

Avenir Pod 21 Phase I CDD

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Tota
1000	Layout and As-builts	1.000	LS	28,721.80	28,721.80
	Subtotal Layout	and As-builts			\$28,721.80
1020	Maintenance of Traffic	1.000	LS	3,009.65	3,009.65
	Subtotal Maintena	nce Of Traffic			\$3,009.65
1040	Silt Fencing	5,160.000	LF	2.15	11,094.00
1050	Construction Entrance	1.000	EA	9,956.00	9,956.00
1060	Inlet Protection	4.000	EA	320.05	1,280.20
1070	NPDES Maintenance	1.000	LS	12,994.35	12,994.35
1080	Street Sweeping	1.000	LS	6,825.55	6,825.55
	Subtotal E	rosion Control			\$42,150.10
1100	Roadway Cut to Fill	935.000	CY	7.20	6,732.00
1110	Roadway Cut to Pad Areas	3,715.000	CY	4.85	18,017.75
1120	B.O.C. to R.O.W. Line (Match Existing) Grading	59,635.000	SF	0.51	30,413.85
	Subto	otal Earthwork			\$55,163.60
1140	Balance Subgrade	8,180.000	SY	2.28	18,650.40
1150	12" Stablized Subgrade (LBR 40)	5,225.000	SY	12.20	63,745.00
1160	4" Curb Pad (Valley and F- Curb)	4,460.000	LF	3.80	16,948.00
1170	8" Limerock Base	5,100.000	SY	19,51	99,501.00
1190	12" Stabilized Subgrade (LBR-100 Vehicular Pavers)	2,960.000	SY	26.71	79,061.60
1200	8" Limerock Base (Vehicular Pavers)	2,885.000	SY	24.96	72,009.60
1230	Balance Subgrade (Lift Station Drive)	370.000	SY	2.28	843.60
1240	12" Stabilized Subgrade (LBR-70 Lift Station Dr.)	370.000	SY	24.55	9,083.50
1250	Balance Subgrade (Fire Access)	45.000	SY SY	3,37 41.65	151.65
1260 1270	12" Stabilized Subgrade (LBR-70 Fire Access) 8" Limerock Base (Fire Access)	45.000 45.000	SY	46.60	2,097.00
	Subtotal Roadway	y Construction			\$363,965.60
1290	Type "D" Curb (18")	200.000	LF	23.50	4,700.00
1300	Type F-Curb	655.000	LF	29.90	19,584.50
1310	Valley Gutter	3,805,000	LF	25.65	97,598.2
	Subtota	Site Concrete			\$121,882.75

Scrutinized Company Certification

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

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

JACKSON LAND DEVELOPMENT, LL
07/17/202
EDWARD R. FOSS, MANAGER/PARTNE

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

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000032518

Entity Name: JACKSON LAND DEVELOPMENT, LLC

FILED Feb 01, 2024 Secretary of State 1241587522CC

Current Principal Place of Business:

1888 NW 21 STREET

POMPANO BEACH, FL 33069

Current Mailing Address:

1888 NW 21 STREET

POMPANO BEACH, FL 33069 US

FEI Number: 26-4606776 Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LAWRENCE, JOSEPH W II 350 EAST LAS OLAS BLVD

SUITE 1130

FORT LAUDERDALE, FL 33301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JOSEPH W. LAWRENCE, II 02/01/2024

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail:

Title MGR Title MGR

NameJACKSON, KENNETH RNameJACKSON, JEREMY CAddress1888 NW 21 STREETAddress1888 NW 21 STREET

City-State-Zip: POMPANO BEACH FL 33069 City-State-Zip: POMPANO BEACH FL 33069

Title MGR Title MGR

NameFOSS, EDWARDNameBUCK, RICHARDAddress1888 NW 21 STREETAddress1888 NW 21 STREET

City-State-Zip: POMPANO BEACH FL 33069 City-State-Zip: POMPANO BEACH FL 33069

Title MGR

Name POSSANZA, PAUL
Address 1888 NW 21 STREET

City-State-Zip: POMPANO BEACH FL 33069

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JEREMY JACKSON MANAGER 02/01/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date

Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Вето	re you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below. 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner entity's name on line 2.)	r's name	on I	ine 1.	and	enter	the b	ousin	ess/c	disreg	arded			
	JACKSON LAND DEVELOPMENT, LLC													
	Business name/disregarded entity name, if different from above.													
Print or type. See Specific Instructions on page 3.	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor C corporation S corporation Partnership Trust/estate								Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting					
rint	Other (see instructions)					(if any		(FA)	GA)	epor	ung			
P Specific	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions						to acc							
See	5 Address (number, street, and apt. or suite no.). See instructions.	uester's	nan	ne and	ado	dress	(optic	onal)	-					
	1888 NW 21ST STREET													
	6 City, state, and ZIP code													
	POMPANO BEACH, FL 33069 7 List account number(s) here (optional)		_											
	The second trained by here technically													
reside entitie	up withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	or			7			-	1	1				
TIN, la		-	nploy	er ide	entif	icatio	on nu	mbe	r					
Note: Numb	If the account is in more than one name, see the instructions for line 1. See also What Name and the To Give the Requester for guidelines on whose number to enter.	2	6	-	4	6	0	6	7	7 (5			
Par	t II Certification							-	-1	-				
Under	penalties of perjury, I certify that:													
2. I an Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for a nu n not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I ha vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or div longer subject to backup withholding; and	e not b	een	notif	ied	by th	ne Int	erna	al Re	venu that	ie I am			
	n a U.S. citizen or other U.S. person (defined below); and													
	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is													
becau acquis other i	ication instructions. You must cross out item 2 above if you have been notified by the IRS that you a se you have failed to report all interest and dividends on your tax return. For real estate transactions, sition or abandonment of secured property, cancellation of debt, contributions to an individual retirement than interest and dividends, you are not required to sign the certification, but you must provide your co	tem 2 d	loes naen	not a	pply	y. For	mor	tgag	e int	eres	ents			
Sign Here	Signature of U.S. person Date		71	15	-1	24	1							
Gei	neral Instructions New line 3b has been								0.754.0	0.00				
Section noted	on references are to the Internal Revenue Code unless otherwise foreign partners, owners to another flow-through	or ben	efici	aries	Wh	en it	provi	ides	the	Forn	1 W-9			
Future	e developments. For the latest information about developments change is intended to pro-													

related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

KEY PERSONNEL

<u>Name</u>	<u>Title</u>	<u>License</u>	# Years with Company	# Years Experience
KENNETH JACKSON	MANAGER/PARTNER, SR. PROJECT MGR.	GC	15 YEARS	40+
JEREMY JACKSON	MANAGER/PARTNER, PROJECT MGR.		15 YEARS	25 +
EDWARD FOSS	MANAGER/PARTNER; SR. ESTIMATOR/PM	CUC/Fire V	15 YEARS	25 +
RICHARD BUCK	MANAGER/PARTNER; SR. PROJECT MGR		12 YEARS	26 +
PAUL POSSANZA	MANAGER/PARTNER, SR. PROJECT MGR.		9 YEARS	30+
ROBIN IVESTER	OFFICE ASSISTANT		12 YEARS	36+
ANGELO PUGLISI	SUPERINTENDENT, UTILITIES		7 YEARS	25+
JOHN McCABE	SUPERINTENDENT, UTILITIES		15 YEARS	30+
NATE KRICK	SUPERINTENDENT, UTILITIES		15 YEARS	25+
JOHN SPIVEY	SUPERINTENDENT, EARTHWORK			
JAKE DANENS	SUPERINTENDENT, UTILITIES		2 MONTHS	

RICHARD BUCK

Jackson Land Development, LLC 1888 N.W. 21st Street Pompano Beach, FL 33069

EDUCATION

B.S. Degree Advertising & Public Relations

Grand Valley State University, Allendale, MI 1991-1993

Undergraduate Studies

West Virginia University, Morgantown, WV 1989-1991

CERTIFICATIONS

STATE LICENSING: Certified General Contractor – CGC1507487 OSHA (30) hour Construction Safety and Health Course

CAREER SKILLS/KNOWLEDGE

- ♦ General Accounting
- ♦ Underground Utility Construction
- ◆ Land Development/Earthwork
- ◆ Construction Scheduling (Microsoft Project) ◆ Quality Management
- ♦ Project Management

- ♦ Financial Management
- ♦ Budgeting/Accountability
- ♦ Road Construction
- ◆ Project Estimating HCSS Software

CAREER EXPERIENCE

JACKSON LAND DEVELOPMENT - 2009 to Present

Project Manager / Manager/Partner

Responsible for negotiating client contracts, creating estimates, and preparing proposals. Negotiate revisions, changes and additions to contractual agreements as needed. Collaborate with clients, engineers, subcontractors, vendors, and municipalities. Contract administration. Manage budgets, schedules, and cost objectives. Address equipment and material needs and acquire to meet job scope requirements and adhere to budget. Oversee supervisory field staff and oversee daily operations.

W. JACKSON AND SONS - 1994-2009

Project Manager

- Project Management
- Project Estimating
- ♦ Job Budgeting and Costing

- ♦ Scheduling
- ♦ Client Relations
- Oversee day to day Operations

EXTRACURRICULAR: GRAND VALLEY STATE UNIVERSITY

- Assisted in the coordination of weekend activities for football recruiting visits.
- ♦ Football: West Virginia University and Grand Valley State University
- ◆ Full Athletic Scholarship Position: Defensive Back
- ♦ 1989 MAZDA Gator Bowl, Jacksonville, FL
- ♦ 1991 NCAA Division II National Playoffs
- ♦ 1992 MIFC Conference Champs
- ♦ Vice President of the Public Relations and Advertising Club, GVSV

REFERENCES

Anthony LoFurno, Director of Land Development, G.L. Land Development Phone: (954) 753-1730 Ext.385; E-mail: anthony.lofurno@glhomes.com

Jared Shaver, Land Development Manager, Lennar Homes Phone: (415) 599-9937; E-mail: jared.shaver@lennar.com

Keith F. Leonard, Land Development Manager, D. R. Horton Phone: (954) 949-3000; E-mail: KFLeonard@drhorton.com

Angelo Puglisi, Superintendent

3580 Chesapeake Circle Boynton Beach, FL 33436 Phone: 561-969-6167 puglisi51@yahoo.com

PROFESSIONAL EXPERIENCE:

Jackson Land Development LLC

Pompano Beach, FL 2016 -Present

Pipe Superintendent

- Manage multiple mainline, testing, and masonry crews throughout Broward and Palm Beach Counties
- Delegate crews and equipment to job sites
- Build job schedules for utility installations and testing to closeout
- Order and coordinate delivery of materials
- Attend pre-construction, scheduling, and all key site meetings for coordination with General Contractors, Civil Engineers, Utility Inspectors, and all testing authorities throughout the installation
- Responsible for the instruction of field staff and inspection of assigned job sites to meet all health and safety requirements

Pipecon Corporation, Inc.

Pompano Beach, FL 2007-2016

Vice President

- Oversee all Field Operations
- Managing multiple mainline, testing, and masonry crews through, Miami- Dade, Broward, Palm Beach, and St. Lucie Counties

American Engineering & Development Corp

Hialeah, FL 1994-2007

Assistant General Utility Superintendent

- Managing multiple mainline, testing, and masonry crews through, Miami- Dade, Broward, Palm Beach, and St. Lucie Counties
- Delegating crews and equipment to job sites
- Building job schedules for utility installations and testing to closeout
- Performing civil plan takeoffs for estimates and ordering of all materials
- Attending pre-construction, scheduling, and all key site meetings for coordination with General Contractors, Civil Engineers, Utility Inspectors, and all testing authorities throughout the installation
- Responsible for the instruction and inspection of assigned job sites for all aspects of health and safety

W. Jackson & Sons Construction Co.

Pompano Beach, FL 1992-1994 (2 Years)

Utility Foreman/Test Foreman

- Responsible for the installation of water, sewer, and drainage systems throughout Dade and Broward Counties
- Handled all aspects of utility testing and punchout for final conveyance
- Operate trackhoe, loader, roller, power broom, and various compacting equipment

D.L. Amici Co.

Ft. Lauderdale, FL 1986-1992

Pipelayer

Worked in the hole installing water, sewer, and drainage systems.

EDUCATION:

1986 - High School Diploma - Miami Norland Senior High

CERTIFICATIONS:

- OSHA Construction Safety & Health
- NUCA Competent Person Training Program
- Risk Control for Excavating & Trenching
- Confined Space Entry

- FABA Backflow Testing and Repair
- First Aid & CPR
 - Certified Open Water Diver

PROFESSIONAL REFERENCES:

- Lane Berg, President, Pipecon Corporation
 Phone: (954) 319-6952; E-mail: lane@pipeconfl.com
- Jeremy Jackson, President, Jackson Land Development, LLC Phone: (954) 973-3050; E-mail: Jeremy.jackson@jacksonld.com
- 3. Larry Shortz, President, Trio Development Corp Phone: (954) 971-2288; E-mail: Larry@triodevelopment.com

SUMMARY:

With over 37 successful years in the industry, I have the knowledge and experience to handle all aspects of underground utility installations from conception to final conveyance.

Melanie S. Griffin, Secretary



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



JACKSON LAND DEVELOPMENT, LLC 1888 NW 21ST STREET POMPANO BEACH FL 33069

LICENSE NUMBER: CUC052599

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

SSUED: 06/25/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Jimmy Patronis CHIEF FINANCIAL OFFICER

Julius Halas DIVISION DIRECTOR



John Gatlin BUREAU CHIEF

Catherine Thrasher SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF STATE FIRE MARSHAL

200 EAST GAINES STREET - Tallahassee, Florida 32399-0342 Tel. 850-413-3644

CERTIFICATE OF COMPETENCY OFFICIAL COPY

THIS CERTIFIES THAT:

Edward R Foss

1888 NW 21st Street

Pompano Beach FL 33069

BUSINESS ORGANIZATION: Jackson Land Development

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date:

07/01/2022

Type:

09

Class:

14

County:

Broward

License/Permit #:

FPC16-000023

Expiration Date:

06/30/2024

Chief Financial Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:				
Acentria Insurance, LLC 1607 NW 136 Avenue, Suite B-200	(A/C, No, Ext): 9547355500	FAX (A/C, No):			
Sunrise FL 33323	E-MAIL ADDRESS: requests@acentria.com				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: The Continental Insurance Company	35289			
NSURED JACLA05	INSURER B : Evanston Insurance Company	35378			
Jackson Land Development LLC.	INSURER c : Continental Casualty Company	20443			
Pompano Beach FL 33069	INSURER D: Markel American Insurance Company	28932			
	INSURER E:				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: 2114373071 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR		ADDL SUBF	Elivirio di lovvi viati fiave been i	POLICY EFF	POLICY EXP		
LTR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY		6080361351	4/30/2024	4/30/2025	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	X 1,000					MED EXP (Any one person)	\$ 15,000
	X Contractual Liab					PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		7011925660	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED X SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	X Comp/Coll						\$
Α	UMBRELLA LIAB X OCCUR		7012324117	4/30/2024	4/30/2025	EACH OCCURRENCE	\$5,000,000
	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED X RETENTION \$ 10,000						\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 712168404	4/30/2024	4/30/2025	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B D	Pollution Liability Inland Marine/Equip		CPLMOL117361 MKLM2IM0002597	5/27/2023 6/24/2024	5/27/2025 6/24/2025	Poll Liab Limit Scheduled Equipment Rented/Leased Equp	3,000,000 14,807,974 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as Additional Insured for ongoing and completed operations in respect to General Liability coverage when required by written contract. Coverage is Primary and Non-contributory in respect to General Liability coverage when required by written contract. Additional Insured applies to Automobile Liability when required by written contract. Waiver of subrogation applies to General Liability, Auto Liability and Workers Compensation coverage when required by written contract.

For Insurance Purposes only

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
FOR INSURANCE PURPOSES ONLY	AUTHORIZED REPRESENTATIVE Clark H. Land

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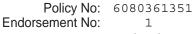
It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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26.	Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

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The Continental Insurance Co.

Insured Name: JACKSON LAND DEVELOPMENT, LLC



1 Effective Date: 04/30/2024





1. ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through H. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
 - (1) is currently in effect or becomes effective during the term of this Coverage Part; and
 - (2) was executed prior to:
 - (a) the bodily injury or property damage; or
 - (b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - (1) a higher limit of insurance than required by such contract or agreement; or
 - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The

CNA74705XX (1-15) 6080361351 Policy No: Page 2 of 17 Endorsement No: 1

The Continental Insurance Co.

Effective Date: 04/30/2024

Insured Name: JACKSON LAND DEVELOPMENT, LLC

10020005160803613513125

Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named **Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily** injury, property damage or personal and advertising injury arising out of:

- 1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
 - the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - **b.** the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
- 2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:

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The Continental Insurance Co.

Insured Name: JACKSON LAND DEVELOPMENT, LLC

Policy No: 6080361351 **Endorsement No:**

Effective Date: 04/30/2024

1





- a. the Named Insured's acts or omissions; or
- **b.** the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled **Duties in The Event of Occurrence**, **Offense**, **Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this Coverage Part; or

CNA74705XX (1-15) Policy No: 6080361351

Page 4 of 17
The Continental Ingurance Co

The Continental Insurance Co. Effective Date: 04/30/2024 Insured Name: JACKSON LAND DEVELOPMENT, LLC

1

Endorsement No:

10020005160803613513126

Contractors' General Liability Extension Endorsement

b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
- 4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:
 - a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.
- Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the products-completed operations hazard.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor; or

CNA74705XX (1-15)

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The Continental Insurance Co.

Insured Name: JACKSON LAND DEVELOPMENT, LLC

Policy No: **Endorsement No:** 1

Effective Date: 04/30/2024

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6080361351





- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) fire;
 - (b) smoke;
 - (c) collapse; or
 - (d) explosion.
- B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY - RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- **b.** A sidetrack agreement;
- **c.** Any easement or license agreement;
- **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15) Policy No: 6080361351
Page 6 of 17 Endorsement No: 1

The Continental Insurance Co.

Insured Name: JACKSON LAND DEVELOPMENT, LLC

cal Insurance Co. Effective Date: 04/30/2024

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the Named **Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for all damages arising out of any one occurrence because of property damage that results from physical injury to tangible property and arises out of electronic data.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it; or
- Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate electronic data, resulting from physical injury to tangible property. All such loss of electronic data shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.

ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

- A. For each construction project away from premises the Named Insured owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - 1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
 - 2. All medical expenses under Coverage C,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

- 1. Damages under Coverage B, regardless of the number of locations or construction projects involved;
- 2. Damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single construction project, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
- 3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
 - This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such bodily injury is caused by an occurrence that takes place in the coverage territory.
 - (2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence;
- B. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled **Exclusions** is amended to:
 - add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

- C. **DEFINITIONS** is amended to:
 - i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- professional health care services on behalf of the Named Insured or
- Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- Physician;
- Nurse;
- Nurse practitioner;
- Emergency medical technician;
- Paramedic:
- Dentist:
- Physical therapist;
- Psychologist;
- Speech therapist;
- Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

delete the definition of **occurrence** and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

- iii. amend the definition of Insured to:
 - a. add the following:
 - the Named Insured's employees are Insureds with respect to:
 - (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and

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(2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and
- (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.
- **D.** The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

- b. Excess Insurance
 - (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the bodily injury or property damage first occurred after such termination date; and
- **c.** there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

- 15. LEGAL LIABILITY DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL
 - A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

This insurance does not apply to:

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Damage to Property

Property damage to:

- (1) Property the Named Insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the Named Insured sells, gives away or abandons, if the property damage arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the Named Insured or any contractors or subcontractors working directly or indirectly on the Named Insured's behalf are performing operations, if the property damage arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are your work.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- tools, or equipment the Named Insured borrows from others, nor
- other personal property of others in the Named Insured's care, custody or control while being used in the Named Insured's operations away from any Named Insured's premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- property at a job site awaiting or during such property's installation, fabrication, or erection;
- **b.** property that is **mobile equipment** leased by an **Insured**;
- **c.** property that is an **auto**, aircraft or watercraft;
- **d.** property in transit; or
- e. any portion of property damage for which the Insured has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See LIMITS OF INSURANCE as amended below.

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B. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:
 - 6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:
 - \$500,000; or
 - **b.** The Damage To Premises Rented To You Limit shown in the Declarations.
- E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:
 - (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named **Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:
 - 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C - Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:
 - (1) \$15,000 unless a different amount is shown here: \$N.NNN.NNN.NNN: or
 - (2) the amount shown in the Declarations for Medical Expense Limit.

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- B. Under COVERAGES, the Insuring Agreement of Coverage C Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:
 - (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - **(b)** not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION

- A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort: Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- B. Under COVERAGES, Coverage B Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:
 - 1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the **Named Insured**.
- **2.** add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

Provision 1. ADDITIONAL INSURED of this endorsement; or

attachment of an additional insured endorsement to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY -CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:
 - 1. Paragraph 2.d. is replaced by the following:
 - d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee:
 - 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply if Coverage B -Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE - ELEVATORS

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE - ELEVATORS Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. your work included in the products-completed operations hazard.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) **insurance program** by applicable state statute or regulation.

If the endorsement EXCLUSION - CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor

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- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not **residential structures**.
- B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.
- **C. DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Blanket Additional Insured - Owners, Lessees or **Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such written contract; or
 - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - 1. the written contract requires you to provide the additional insured such coverage; and
 - this **coverage part** provides such coverage.
- **II.** But if the written contract requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - **C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - **B.** a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property** damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75079XX (10-16)

Page 1 of 2 The Continental Insurance Co.

Insured Name: JACKSON LAND DEVELOPMENT, LLC

Effective Date: 04/30/2024 Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission. Page 108

6080361351

Policy No:

Endorsement No:



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence**, **Offense**, **Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 - 1. the bodily injury or property damage; or
 - 2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2
The Continental Ingurance Co

The Continental Insurance Co.

Insured Name: JACKSON LAND DEVELOPMENT, LLC

Effective Date: 04/30/2024

Endorsement No:

Policy No: 6080361351





Blanket Additional Insured - Owners, Lessees or **Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such written contract; or
 - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - 1. the written contract requires you to provide the additional insured such coverage; and
 - **2.** this **coverage part** provides such coverage.
- **II.** But if the **written contract** requires:
 - additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - **B.** a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property** damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75079XX (10-16)

The Continental Insurance Co.

Policy No: 6080361351 Page 1 of 2 **Endorsement No:** Effective Date: 04/30/2024 Insured Name: JACKSON LAND DEVELOPMENT, LLC Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission Page 110







CNA PARAMOUNT

Policy No: 6080361351

Endorsement No:

Blanket Additional Insured - Owners, Lessees or **Contractors - with Products-Completed Operations Coverage Endorsement**

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written **contract** requires the insurance provided by this policy to be:

- primary and non-contributing with other insurance available to the additional insured; or
- primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL **LIABILITY CONDITIONS** is amended as follows:

The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- **B.** was executed prior to:
 - 1. the bodily injury or property damage; or
 - 2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2 The Continental Insurance Co.

Effective Date: 04/30/2024 Insured Name: JACKSON LAND DEVELOPMENT, LLC

Workers Compensation And Employers Liability Insurance

Policy Endorsement





WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984) Endorsement Effective Date: Endorsement No: 3; Page: 1 of 1

Endorsement Expiration Date:

Policy No: WC 7 12168404 Policy Effective Date: 04/30/2024

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL

60606







CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

LIABILITY COVERAGE

A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

- 1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability "policy" providing auto coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- **b.** Does not apply to:
 - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an insured under any other liability "policy" providing auto coverage.
- 3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under SECTION II - WHO IS AN INSURED and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
- 4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
- 2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012) Endorsement Effective Date: Endorsement No: 10; Page: 1 of 4

Endorsement Expiration Date:

Policy No: BUA 7011925660 Policy Effective Date:

04/30/2024

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- **b.** \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to Section III. Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned autos.
- e. Such physical damage coverage for hired autos will:
 - (1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012) Endorsement Effective Date: Endorsement No: 10; Page: 2 of 4

Endorsement Expiration Date:

Policy No: BUA 7011925660 Policy Effective Date:

04/30/2024



F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the diminution in value exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- **c.** Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the auto's actual cash value (ACV).

III. Drive Other Car Coverage - Executive Officers

The following is added to **Sections II and III**:

- Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An auto owned by that "executive officer" or a member of that person's household; or
 - b. An auto used by that "executive officer" while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered auto; and
- (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered auto described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.:

Form No: CNA63359XX (04-2012) Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 7011925660 Policy Effective Date:

04/30/2024

Endorsement No: 10; Page: 3 of 4 Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606





(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an accident or loss.

C. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to Accident or Loss.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012) Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 7011925660 Policy Effective Date04/30/2024

Endorsement No: 10; Page: 4 of 4 Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606





POLICY DECLARATIONS

Named Insured and Mailing Address

Named Insured:

JACKSON LAND DEVELOPMENT, LLC

Mailing Address:

1888 NW 21ST ST

POMPANO BEACH, FL 33069-1334

Policy Information

Policy Number: 7012324117
Renewal of: 7012324117
Insurer's Name and Address:

The Continental Insurance Company

151 N Franklin St Chicago, IL 60606

Producer Information

Producer:

STARWIND SPECIALTY INS SVCS LLC 10050 INNOVATION DR STE 340 MIAMISBURG, OH 45342-4933

Producer Code: 340-052055



Policy Period

04/30/2024 to 04/30/2025 at 12:01 a.m. Standard Time at your mailing address.

Limits of Insurance	
Each Incident Limit	\$5,000,000
Aggregate Limit	\$5,000,000
Aggregate Products-Completed Operations Hazard Limit	\$5,000,000
Policy Aggregate Limit	N/A
Crisis Management Expenses Aggregate Limit	\$300,000
Key Employee Replacement Expenses Aggregate Limit	\$100,000

	Self-Insured Retention

Self-Insured Retention \$10,000

Schedule of Underlying Insurance								
Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance					

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 1 of 3

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7012324117 Policy Effective Date: 04/30/2024

Policy Page: 13 of 58



CNA Paramount Excess and Umbrella Liability

Policy Declarations

Continental Insurance Company 6080361351 04/30/2024 to 04/30/2025	General Liability	Each Occurrence Limit General Aggregate Limit Per Location: no Per Project: yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000
Continental Insurance Company 6080361351 04/30/2024 to 04/30/2025	Employee Benefits Liability	Each Employee Limit Aggregate Limit	\$1,000,000 \$2,000,000
Continental Insurance Company 7011925660 04/30/2024 to 04/30/2025	Auto Liability	Combined Single Limit	\$1,000,000

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 2 of 3

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7012324117 Policy Effective Date: 04/30/2024

Policy Page: 14 of 58



Continental Casualty Company 7012168404 04/30/2024 to 04/30/2025	Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	\$1,000,000 \$1,000,000 \$1,000,000

Forms and Endorsements Attached to this Policy

See SCHEDULE OF FORMS AND ENDORSEMENTS

Premium	
Minimum Earned Premium	0% of the Total Premium
Total Premium	\$254,383.65
Premium includes the following amount for Certified Acts of Terrorism Coverage	\$2,494
Florida Insurance Guaranty Emergency Assessment Surcharge	\$2,518.65

Notices

Notice to insurer

Address: CNA Claims Reporting

P.O. Box 8317

Chicago, IL 60680-8317

Fax #: 800-446-8632

Email Address: HPReports@CNA.com

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 3 of 3

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7012324117 Policy Effective Date: 04/30/2024

Policy Page: 15 of 58

Jobs Similar in scope and/or CDD related

G. L. HOMES – LAND DEVELOPMENT

8756 Boynton Beach Blvd., Suite 2100

Boynton Beach, FL 33472

Project: Apex at Avenir Phase 1 POD 15

Start 09/2023 – Finish 06/2024 Final Contract Value: \$7,521,246.00

G. L. HOMES - LAND DEVELOPMENT

8756 Boynton Beach Blvd., Suite 2100

Boynton Beach, FL 33472

Project: Apex at Avenir Phase 2 POD 15

Start 07/2024 - in progress

Awarded Contract Value: \$3,950,641.00

AKEL HOMES

Solana Bay at Avenir POD 9

5300 West Atlantic Avenue, Suite 505

Delray Beach, FL 33484

Solana Bay at Avenir – 118 Unit Single Family Homes

Scope included Water, Sewer, Paving, Drainage, Earthworks, Concrete Works

Start 07/2022 - Finish 02/2024

Final Contract Value: \$2,746,747.00

TAMARAC VILLAGE CDD

2300 Glades Road, Suite 410W

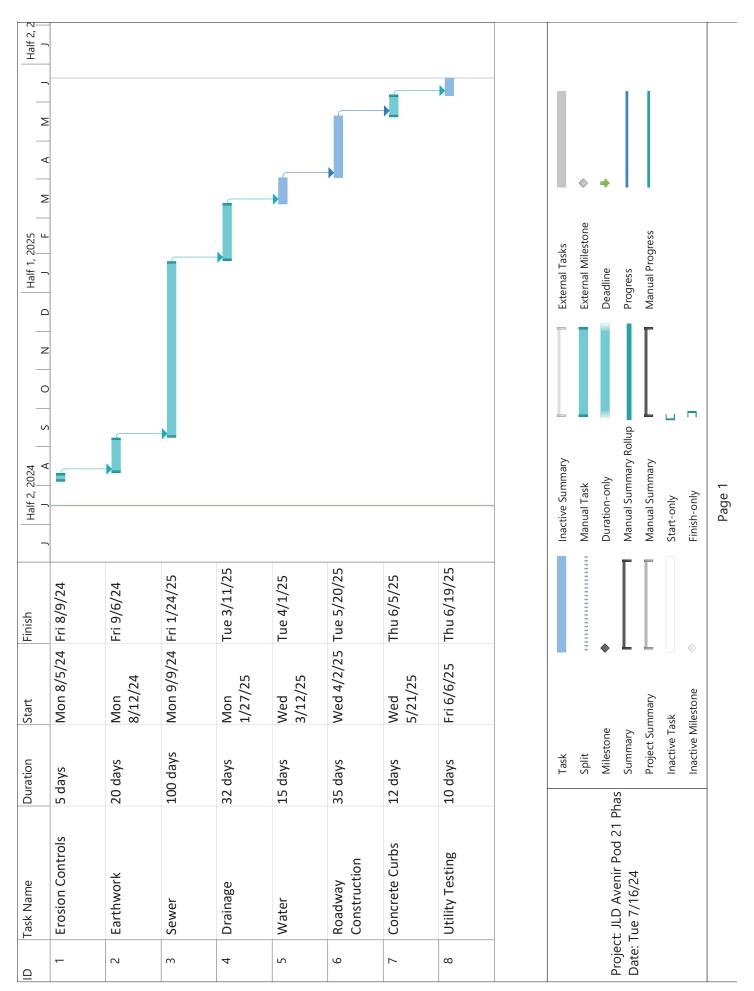
Boca Raton, FL 33431

Project: 57TH Street Roadway Improvements

Scope included Utilities and Roadway

Start: 07/2024

Final Contract Value: \$1,850,118.00



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Assets: Current assets: Cash and cash equivalents Contract receivables, net Other receivables Contract assets: Conditional retainage receivable Revenue earned in excess of amounts received or receivable Prepaid expenses		\$ 3,421,157 11,299,478 30,360 4,202,168 3,287,786 493,193
Total current assets		22,734,142
Property and equipment, at cost: Machinery and equipment Vehicles Less: accumulated depreciation	\$ 13,874,682 552,773 4,732,847	9,694,608
Other Assets: Due from members Due from related party	\$ 127,134 187,378	314,512
Total assets		\$ 32,743,262
Liabilities: Current liabilities: Accounts payable, including retainage of \$ 1,537,265 Payroll taxes payable Accrued expenses Contract liability - payments received or receivable in excess of revenues earned Debt, due within one year		\$ 6,896,172 2,889 587,699 7,611,482 2,637,417
Total current liabilities Long-term liabilities:		17,735,659
Debt, net of current portion		2,782,694
Total long-term liabilities		2,782,694
Total liabilities		20,518,353
Members' Equity		12,224,909
Total liabilities and members' equity		\$ 32,743,262

The accompanying notes to financial statements are an integral part of these statements.



4362 Northlake blvd, #102, PBG FL, 33410 | Phone: 561-905-0403

Quote for Services

Scope of Work

Tree Trimming as requested - Palms to 9 and 3 O'Clock positions, with fruit removal, hardwoods to be structurally pruned removing interior growth and providing shape to tree - All debris to be removed from site. Buffer area has remote access and trees are overgrown with multiple years growth

Date: September 12, 2024

To: Avenir CDD

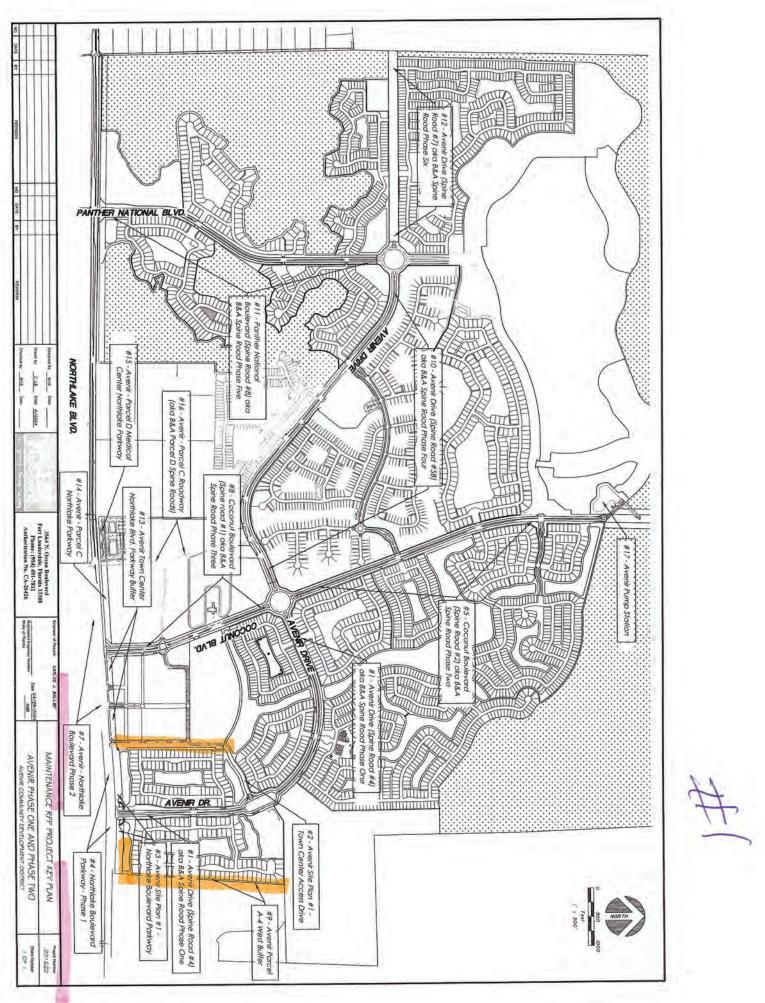
Project: Tree Trimming as listed

Unit Cost **Total Cost** MOU Qty Key Description Berm - #9 A4 East Buffer and South side Orange Highlight on Map 234.00 \$ 65.00 5 15,210.00 Each **Palms** Sabal 910.00 14.00 S 65.00 Each Coconut Palms \$ 55.00 \$ 1,925.00 Each 35.00 Hardwoods Oaks/Others (Medium Sized) Berm - #9 A4 WEST Buffer and South side \$ 65.00 \$ 11,830.00 Each 182.00 Palms Sabal S 55.00 \$ 2,585.00 47.00 Hardwoods Oaks/Others (Medium Sized) Each Northlake Blvd Median Island - EAST Pink Highlight on Map S \$ 1,440.00 36.00 40.00 Sabal Each **Palms** 360.00 Each 9.00 40.00 \$ Date **Palms** \$ 75.00 \$ 975.00 13.00 Hardwoods Oaks/Others (Medium Sized) Each Northlake Blvd Median Island - WEST \$ \$ 1,600.00 40.00 Each 40.00 Sabal Palms \$ 400.00 \$ 40.00 Each 10.00 **Palms** Date \$ 75.00 1,125.00 15.00 Each Hardwoods Oaks/Others (Medium Sized)

Joe Forgony - Branch Manager - Arazoza Brothers	09/12/24
(print name & title)	Date
Approved by (signature)	
(print name & title)	Date

Total:

38,360.00



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B Arazoza Brothers Corp.

4362 Northlake blvd, #102, PBG FL, 33410 | Phone: 561-905-0403 Quote for Services

Scope of Work

Removal and installation of new materials - entry island approximately 150 yards from Northlake Blvd - both sides

Date: September 12, 2024

To: Avenir CDD

Northlake Blvd Medians East and West

Project: Plant Repalcement

Key	Description	MON	Qty	Unit Cost		Total Cost	
Labor	Site Prep, Removals and Disposals	Lump sum	1.00	\$	356.00	\$	356.00
Plants	#3 Podocarpus - Pringle	Each	160.00	\$	17.00	\$	2,720.00
Plants	#3 Dwarf Firebush	Each	22.00	\$	17.00	\$	374.00
Plants	#3 Cord Gras	Each	12.00	\$	16.00	\$	192.00
Plants	#3 Bougainvillea	Each	34.00	\$	22.00	\$	748.00
Plants	#3 Zamia	Each	6.00	\$	27.00	\$	162.00

Joe Forgony - Branch Manager - Arazoza Brothers	09/12/24
(print name & title)	Date
Approved by (signature)	
(print name & title)	Date

Podocarpus for replacement or fill-in



Firebush for fill-in



Total:

4.552.00

Date: September 12, 2024

To: Avenir CDD

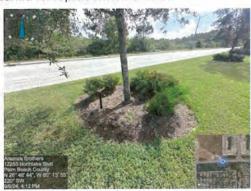
Northlake Blvd Medians East and West

Project: Plant Repalcement

Podocarpus for replacement or fill-in



Zamia for replacement or fill-in

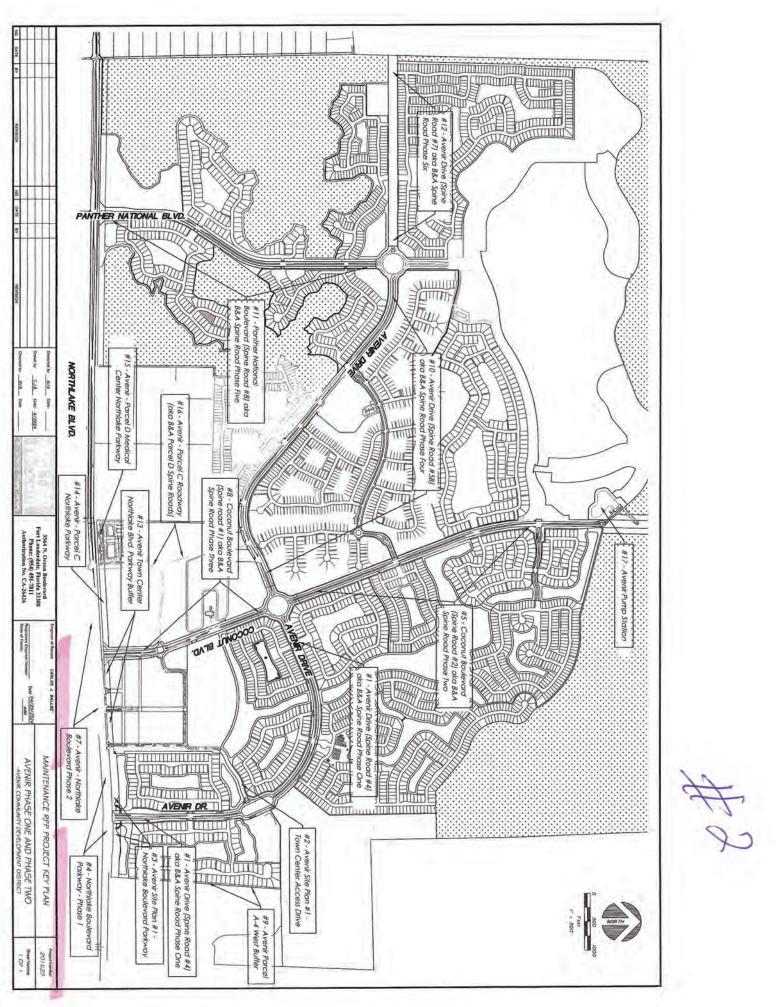


Podocarpus for replacement or fill-in



Cord Grass for replacement or fill-in





Page 127



4362 Northlake blvd, #102, PBG FL, 33410 | Phone: 561-905-0403

Quote for Services

Scope of Work

Removal and installation of new materials - entry island approximately 150 yards from Northlake Blvd - both sides

Date: September 12, 2024

To: Avenir CDD

Project: Plant Repalcement

Key	Description UOM		Qty	Unit Cost		Total Cost	
Labor	Site Prep, Removals and Disposals	Lump sum	1.00	\$	267.00	\$	267.00
Plants	#3 Dwarf Bougainvillea, Helen Johnson	Each	240.00	\$	23.00	\$	5,520.00

Total: 5,787.00

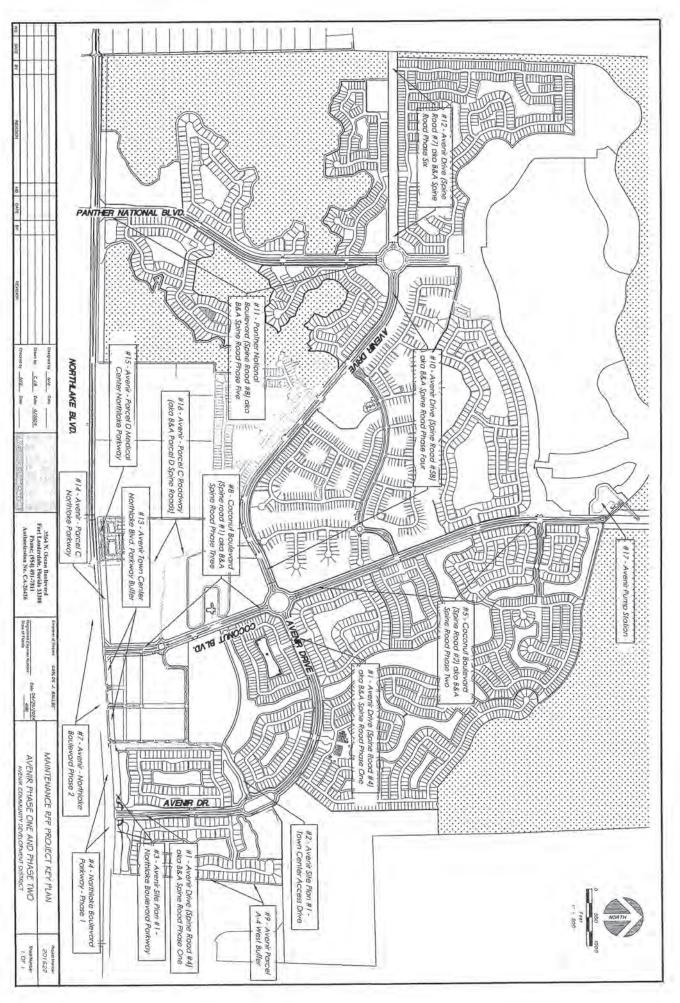
Joe Forgony - Branch Manager - Arazoza Brothers	09/12/24	
(print name & title)	Date	
Approved by (signature)		
(print name & title)	Date	

Pittorsporum for removal and replacment



Pittorsporum for removal and replacment





SECOND AMENDMENT TO CONSTRUCTION CONTRACT (Landscape and Irrigation Improvements)

THIS SECOND AMENDMENT TO CONSTRUCTION CONTRACT (the "Second Amendment") is entered into as of the ____ day of October, 2024 (the "Effective Date"), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "CDD"),

and

ARAZOZA BROTHERS CORPORATION, a Florida corporation, whose business address is 7027 SW 87th Court, Miami, FL 33173 (the "Contractor").

WHEREAS, the Contractor and the CDD entered into a Construction Contract (Landscape and Irrigation Improvements) for Northlake Boulevard Parkway Buffer East, dated June 18, 2024 (the "Original Agreement"), as amended by the First Amendment to Construction Contract (Landscape and Irrigation Improvements), dated July 2024 (the "First Amendment," together with the "Original Agreement," the "Contract"); and

WHEREAS, shortly after the First Amendment was executed, it was determined that the amount to be added to the Contract for the Additional Work was understated in Section 2 and should be revised to be consistent with that amount for the Additional Work as set forth in Exhibit A-1 and Exhibit B-1 to the First Amendment; and ; and

WHEREAS, the parties agree to proceed pursuant to Article 16 of the Contract, and mutually agree to providing for such Additional Work pursuant to the First Amendment, as amended by this second Amendment, in lieu of but having the same effect under the Contract as a "Change Order"; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The parties agree that the foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

Section 2. That Section 2 of the First Amendment is hereby amended as follows:

- 1 -

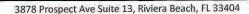
Arazoza Second Amendment Rev. 10-16-2024 Section 2. The Additional Work is hereby added to the Contract in the amount of \$920,850.00 \$1,055,024.50, which shall be paid to Contractor as the Additional Work is completed in accordance with the terms of the Contract. The Additional Work shall be completed in accordance with the Bypass Road Plans and Specifications, this the First Amendment, this Second Amendment, and the Contract. Contractor acknowledges receipt of each of the four (4) documents constituting the Bypass Road Plans and Specifications, as identified in Exhibit C-1 hereof.

<u>Section 3.</u> Except as otherwise set forth in this Second Amendment, all other terms of the Contract are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the parties execute this Second Amendment and further agree that it shall take effect as of the Effective Date first above written.

Attest:	AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes
Jason Pierman, Secretary	By: Virginia Cepero, Chairperson Board of Supervisors
	day of October, 2024
	ARAZOZA BROTHERS CORPORATION, a Florida corporation
Print name:	Alberto Arazoza, President
	day of October, 2024
Print name:	
(CORPORATE SEAL)	

Arazoza Second Amendment Rev. 10-16-2024





October 16, 2024

QUOTATION

TO: Avenir CDD

jpierman@sdsinc.org

Attn: Jason Pierman

Description	*******	Price
One 5hp 480v 3ph Sunburst Aerator by Otterbine Barebo with 1600' of underwater cable		\$22,329.71
One 4 light LED light set by Otterbine Barebo With 1600' of underwater cable		\$10,979.56
Electrical Installation of electrical power control center and conduit to lake		\$ 1,500.00
In-Water Installation		\$ 900.00
	Subtotal Shipping	\$35,709.27 \$ 400.00
	Total	\$36,109.27

^{*}Credit card transactions over \$1,000.00 will incur a 5% Processing Fee. Quote is only good for thirty (30) days from date.

FUTURE HORIZONS, INC.

Dave Blackburn

P (800) 682-1187

President

X_____

Should legal services become necessary in collection of the outstanding debt of this contract, it would become the financial obligation of the proposed client.

F (904) 692-1193 Einfo@futurehorizonsinc.com www.futurehorizonsinc.com



Mitch Kay

10070 Regency Way Palm Beach Gardens, FL 33412

P: 561-901-2522 E: mitch@wfpcc.com

September 4, 2024

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

Dear Jason,

I am writing to express my strong interest in joining the Avenir Community Development District (ACDD) Board. As someone who has been an active and visible participant in the community, I am familiar with the board's work and am eager to contribute to its continued success.

With a background in entrepreneurship and real estate, I have a proven track record of strategic planning, leadership, and community engagement. I successfully led the transformation and sale of a family housewares business and later founded Resource International, an independent consumer electronic television and digital display manufacturer, expanding it into various industries, including RV, Yacht, Cruise Lines, and other Hospitality sectors. Currently, as a real estate professional at Waterfront Properties and Club Communities, I provide clients with expert market insights and innovative marketing strategies.

My past roles as Director and President of the Trieste at Boca Raton Master Association HOA Board, along with my involvement in organizing the Regency at Avenir Turn Over Committee, have given me hands-on experience in governance, policy development, and representing resident interests.

I am excited for the potential opportunity to bring my skills and experience to the ACDD Board by contributing to the strategic goals of sustainable growth and enhanced community engagement. I look forward to the opportunity to support the board's efforts and work collaboratively to benefit the Avenir community.

Thank you for considering me for this position. I appreciate your time and look forward to the possibility of joining the ACDD Board and contributing to the team.

Sincerely,

Mitch Kay Avenir Resident

Mitch Kay

10070 Regency Way, Palm Beach Gardens, FL 33412 P: 561-901-2522 | E: mitch@wfpcc.com | LinkedIn Profile

Professional Summary

To leverage my extensive entrepreneurial background, real estate expertise, and proven leadership in community governance and operations to contribute to the Avenir Community Development District Board. I am committed to fostering sustainable growth, enhancing resident engagement, and driving innovative solutions that align with the community's long-term needs and goals.

Selected HOA Experience

- Turn Over Committee Organizer at Regency Avenir: 2024 Current
- President on the Trieste at Boca Raton Master Association HOA Board: 2020 2021
- Director on the Trieste at Boca Raton Master Association HOA Board: 2018 2020

Work Experience

2020 – Waterfront Properties & Club Communities — Palm Beach Gardens, FL

Current

Real Estate Professional

- Specialize in luxury real estate transactions with a leading agency in South Florida
- Provide specialized market insights and custom client services to first-time and seasoned property buyers and sellers

2000 – Resource International / solé — Boca Raton, FL

2019 Founder

- Established and scaled an independent consumer electronics television provider, expanding product lines into the marine, RV, international cruise line, and hospitality sectors
- Introduced new product categories including video walls, tablets, digital signage, cables, and brackets under the brand solé

1987 – Whitney Design — St. Louis, MO

2000

Vice President of Sales

- Led strategic growth and transformation of a family housewares manufacturing business resulting in a successful sale to investors
- Spearheaded a business segment spin-off, maximizing sale proceeds
- Managed national and key retail accounts, developed international markets, and contributed to strategic direction in new ventures

Education

Syracuse University – Class of 1987

Bachelor of Science: Sales & Marketing Education

Skills

- Corporate Leadership
- Community Governance
- Business Development
- Strategic Planning

- Real Estate Expertise
- Entrepreneurial Experience
- Sales and Marketing
- FAA-Licensed Commercial Drone Pilot

Hobbies and Interests

- Cycling
- Boating
- Cruise & Travel
- Concerts & Theater
- Community Engagement

Scot Workman

9965 Regency Way

Palm Beach Gardens, FL 33412

September 5, 2024

To Whom It May Concern,

My name is Scot Workman, and I reside at 9965 Regency Way, Palm Beach Gardens, FL, in the master-planned community of Avenir. I moved here in December 2022 from Long Island, New York, where I was involved in commercial and residential construction and real estate development for more than 45 years.

I am writing this letter to recommend Mitch Kay, who I understand is seeking a position on the supervisory board for the Avenir C.D.D. I have known Mitch both personally and professionally for the past year and a half as a neighbor in Regency. I cannot think of a more qualified person for a seat on the board. Mitch has organized many successful events for our community and is always polite and courteous to our fellow neighbors. He is consistently willing to lend a helping hand to any neighbor in need.

On a professional level, I have referred many friends to Mitch for his real estate services, and they could not be more pleased with his professionalism and knowledge. I believe Mitch has the qualities and expertise needed to contribute significantly to the success of Avenir. I fully endorse Mitch Kay to serve on the board for Avenir.

Sincerely,

Scot Workman

September 4, 2024

Mr. Jason Pierman, District Manager And Board Supervisors Special District Services, Inc. 2501A Burns Rd. Palm Beach Gardens, FL 33410

Dear Mr. Pierman and Board Supervisors,

It is with great enthusiasm that I recommend Mitch Kay for consideration for the Avenir Community Development District Supervisory Board. As the Managing Partner of Waterfront Properties & Club Communities, one of North Palm Beach's leading real estate agencies, I have had the pleasure of observing Mitch's dedication and capabilities firsthand.

Mitch brings a diverse and valuable set of skills to our industry, with a strong background in both real estate and business development. His ability to quickly grasp the complexities of the local market, combined with his commitment to community engagement, makes him a standout professional. Mitch's approach to real estate is marked by integrity, strategic thinking, and a genuine desire to serve the community.

Though relatively new to our team, Mitch has already demonstrated a proactive attitude and an eagerness to contribute meaningfully. His insights and fresh perspective are aligned with the values that drive our success at Waterfront Properties. I am confident that these qualities will translate into impactful contributions as a member of the Avenir Community Development District Supervisory Board.

Mitch is precisely the kind of leader and team player that will bring innovative solutions and a collaborative spirit to the board. His commitment to excellence and his ability to navigate complex challenges are traits that will undoubtedly serve the Avenir community well.

Sincerely,

Rob Thomson Managing Partner

Waterfront Properties & Club Communities

To Whom It May Concern,

It is my pleasure to write this letter of recommendation for Mitch Kay, a business professional and community leader whose integrity, strategic thinking, and commitment to excellence set him apart. I have known Mitch for many years, both as a business partner and a friend, and his unwavering dedication to his work has always been apparent.

As the former Vice President of Purchasing for Carnival Cruise Lines, I was responsible for sourcing televisions for our entire fleet, a challenging task due to the high usage and demanding environment. Mitch reached out to me persistently, determined to introduce his company, Resource International. Despite our initial reliance on major brands, Mitch's determination and deep understanding of our needs caught my attention. His persistence was not just about making a sale; it was about truly understanding and solving our unique challenges at scale.

When I first met Mitch at an industry trade show,_Mitch's enthusiasm and passion for business were hard to miss. His proposal to supply televisions for our crew berths was compelling, offering not only competitive pricing and quality products but also a warranty and support program tailored specifically to our industry. Mitch demonstrated a clear grasp of the operational dynamics of a large public corporation, and his team's readiness to address our concerns made Resource International a trusted and valued supplier to our business for well over a decade. Mitch has always credited me with giving him an opportunity, but in reality, he earned every bit of success through his outstanding performance and integrity.

What started as a professional relationship has developed into a lasting friendship built on mutual respect and trust. Whenever we get together, Mitch is eager to chat about business and share developments in the real estate market. It's evident to me that Mitch's story is one of hard work, passion, and a relentless pursuit of excellence.

I wholeheartedly recommend Mitch Kay for the role of ACDD Board Supervisor, and any role with the ACDD that requires a strategic mind, a problem-solver, and a dedicated leader. His unique blend of professionalism, innovation, and personal integrity makes him a standout candidate, and I am confident he will bring tremendous value to any board or organization.

Sincerely,

, Ioe Lavi

Craig S. Distel, Esq., B.C.S.

Email: cdistel@mcdonaldhopkins.com – Tel: (561) 847-2353

EXPERIENCE

McDonald Hopkins, LLC, West Palm Beach, FL

October 2022 – Present

November 2017 – September 2022

Associate Attorney

Devote practice to construction law, including representation of developers, contractors, and subcontractors in construction defect claims, lien claims, and contract negotiations.

- Represent clients in real estate litigation cases including landlord tenant. Assisted client in claim arising out of unpaid rent and conversion of company property.
- Represent design professional in construction defect and fraud claim arising out of defective specifications, improper approval of pay applications, and improper approval of deficient work.
- Defend window manufacturer in lawsuit arising out of purchase of defunct company, debtor's attempts to avoid repayment obligations, and associated counterclaims.
- Represent large national company in non-compete and internet defamation claim against former employee who instituted an online "smear campaign."
- Represent electrical contractor in several construction defect claims related to large condominium projects in South Florida.
- Represent homeowner association in construction defect action, including management of Chapter 558 claims process.
- Represent subcontractors in multi-million dollar Federal Construction Project delay claims
- Draft and assert claims against bonds for public and private project for amounts in excess of \$10 million.
- Draft and argue dispositive motions for matters related to construction and data privacy claims.
- Draft and negotiate construction contracts for single-family home construction, commercial development projects, and condominium renovations with emphasis on indemnification provisions, liability limitations, insurance coverage issues, and provisions governing changes to contractor scopes of work. Construction contracts including those based on the AIA standard forms and custom contract documents.
- Negotiate construction contract for hotel complex in Delray Beach, Florida. Contract addressing use of Contractor Controlled Insurance Programs and Owner Controlled Insurance Programs that have recently become popular for Florida construction projects. Value of the project exceeded \$100 million.
- Negotiate construction contract for \$15 million + luxury beachfront home in Palm Beach, Florida.
- Negotiate multiple contracts for \$1.5 million + luxury beachfront homes in Palm Beach, Florida
- Negotiate several concrete restoration and window replacement contracts for client with condominium associations with values between \$300,000 and \$2,500,000.
- Draft claim denial letters, settlement agreements, and other documentation associated with changes to construction projects.
- Draft blog posts for developing blockchain and fin-tech practice group and regular contributor to construction blog.
- Defend client against bar complaint seeking permanent disbarment for social media activity during personal litigation over three-day bench trial.
- Defend client against defamation claim associated with tweets posted during divorce. Claims centered on photographs and statements posted online
- Member of firm Pro Bono Committee, 2018 2019, 2019 2020, 2020 2021, and 2021 2022 fiscal years
- Member of firm Professional Development Committee, 2022 2023 fiscal year
- Supervise and train junior associates

Cole, Scott, & Kissane P.A., West Palm Beach, FL

September 2013 – November 2017

Associate Attorney,

- Devoted practice to construction law, including representation of developers, contractors, and subcontractors in construction defect, contract, and lien claims.
- Represented design professionals in complex construction defect claims.
- Represented general contractors/developers as Third-Party Plaintiff in complex construction defect actions.
- Argued complex motions in multi-party construction defect claims.
- Represented defendants in personal injury claims.
- Deposed plaintiffs, defendants, and consultants in complex, multi-party construction cases
- Defended clients against FDUTPA, fraud, and negligent misrepresentation claims
- Drafted and argued dispositive motions.
- Analyzed coverage issues associated with third-party and multi-party defect claims.
- Defend country club and homeowners' association in lawsuit regarding devise of membership certificate. Obtained judgment in client's favor following bench trial.

- Published article in The Lawyer Issue regarding effect of exculpatory provisions in contracts on the construction industry.
- Contributed annually to construction blog.
- Supervised and trained junior associate.

EDUCATION

University of Miami School of Law, Coral Gables, FL, Juris Doctor, cum laude,

Law Journal:

University of Miami International & Comparative Law Review, Articles Editor

2012 – 2013

Activities: Member of Phi Delta Phi Legal Honors Fraternity, Completion of University of Miami Pro Bono Challenge

The George Washington University, Washington, DC, Bachelor of Arts: International Affairs, cum laude, May 2010, Minor in

Economics

Honors: Elliott School for International Affairs Special Honors; Presidential Academic Scholarship (4 years),

Dean's List (2 semesters)

Activities: Study Abroad, Universidad Autonoma Madrid, Madrid, Spain, 2009; Mentor, Guides to Personal Success

mentor program; Treasurer, Pi Kappa Alpha Fraternity (managed and allocated over \$130,000 during the

2008 calendar year).

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

•	Board Certified in Construction Law by the Florida Bar					
•	Florida Bar / Sout	•				
•	Palm Beach County Bar Association					
	 Member 	of Membership Committee and Judicial Relations Committee	2015 - 2016			
	 Member 	of Construction Law Committee and Professionalism Committee	2017 - 2021			
	o Presente	d Continuing Legal Education course on Florida Lien Law	September 2018			
	o Presente	d Continuing Legal Education course on condominium				
	associati	on and homeowner association construction claims	September 2019			
Member of Palm Beach County planning committee for Construction Association of South Florida			2019 - 2020			
•	Perrin National C	onstruction Defect Conference				
	o Panelist	on Construction Issues in a Post-Surfside World	November 2021			
•	Co-Chair, Board of Directors George Washington University South Florida Alumni Association		2018 - 2022			
•		Coast Builders Association	2022 - 2023			



Road Building & Earthmoving Contractors

September 23, 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)

Dear Ms. McConnell:

I submit the following change order request for permit modifications, plan changes, and quantity under and overruns at the above referenced project.

- Exhibit "A": Drainage Material and striping costs at Fire Station.
- Exhibit "B": Additional credited items.
- Exhibit "C": Pipe cleaning per "HSQ plans dated 02/02/2024" with included MOT, FPL Deenergization costs, additional sidewalk at Shoppes of Ibis SE corner for ped stand installation, F top replacement at Ibis Blvd. in relation to the Inlet modification. Additional striping between Ibis Blvd & Shoppes of Ibis per "HSQ Plans dated 05/24/24". Additional signs per plan changes by "HSQ dated 05/24/24", additional calendar and rain days.
- Exhibit "D" Additional costs for night work due to change in permit conditions.
- Exhibit "E" Additional costs for weekend work due to change in permit conditions.
- · Requested calendar and rain days.

Included: Sheets 11 through 25 for pipe cleaning from "HSQ", De-energization bills from FPL, highlighted sidewalk area to be removed and replaced at Shoppes of Ibis, picture and correspondence for the replacement of the F top, Correspondence in relation to the change in permit conditions, & plans from "HSQ" for additional striping between Ibis Blvd & Shoppes of Ibis east bound. Speed limit sign plan changes by "HSQ dated 05/24/24".



Road Building & Earthmoving Contractors

Added days requested:

Calendar Days: 81 Rain Days: 5

Total days requested: 86

Qualifications:

1. No item included/excluded unless specifically stated.

- 2. All work and change orders are in accordance with plans entitled "HSQ Group, Inc." and correspondence between "JW Cheatham, HSQ Group, Inc., & Avenir Development District."
- 3. Drainage cleaning does not include TV video, laser profiling, or lamping.
- 4. Time extension based on drainage cleaning by August 12, 2024.

Your timely review and approval is requested.

Thank you,

J.W. Cheatham, LLC

Michael Wonnell Project Manager

CHANGE ORDER NO. 8

Date of Issua	nce: September 23, 2024	Effective Date: September 23, 2024	
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owners Contract #:	N/A
Contractors	J.W. Cheatham, LLC.	Contractors	
contractor:	7396 Westport Place West Palm Beach, FL 33413	Project#:	220010
Engineer:	HSQ Group, Inc.	Engineers	
	1001 Yamato Road Boca Raton, FL 33431	Project No.:	180437
Project:	Northlake Blvd Phase 2 (RW 56228-0222) From east of Avenir to Dr. to west of SR7	Construction Name :	Construction Contract (Roadway Improvements)
		nodified as follows upon execution of this Ch fications, Plan changes, & quanity under and o	
	*Northlake Ph. 2: Striping & Sinage at the Fir **Northlake Ph.2: Exhibit "B" Credited Items *Northlake Blvd Ph. 2: Exhibit "C" Additiona *Northlake Blvd Ph. 2: Exhibit "D" Night Wor *Northlake Blvd Ph. 2: Exhibit "F" Weekend	s Lwork k	
Attachments	**Northlake Ph.2: Exhibit "B" Credited Items *Northlake Blvd Ph. 2: Exhibit "C" Additiona *Northlake Blvd Ph. 2: Exhibit "D" Night Woo *Northlake Blvd Ph.2: Exhibit "E" Weekend Northlake Blvd Ph.2: Exh	t work k Nork dated "09/23/2024"	
	**Northlake Ph.2: Exhibit "B" Credited Items *Northlake Blvd Ph. 2 : Exhibit "C" Additiona *Northlake Blvd Ph. 2 : Exhibit "D" Night Wor *Northlake Blvd Ph.2 : Exhibit "E" Weekend N	t work k Nork dated "09/23/2024"	
	**Northlake Ph.2: Exhibit "B" Credited Items *Northlake Blvd Ph. 2: Exhibit "C" Additiona *Northlake Blvd Ph. 2: Exhibit "D" Night Woo *Northlake Blvd Ph.2: Exhibit "E" Weekend Northlake Blvd Ph.2: Exhibit "D" Night Woo *J.W. Cheatham, LLC Change Order request *Corrospondance pertaining to the above re	t work k Work dated "09/23/2024" eferenced descriptions.	
	**Northlake Ph.2: Exhibit "B" Credited Items *Northlake Blvd Ph. 2: Exhibit "C" Additiona *Northlake Blvd Ph. 2: Exhibit "D" Night Work *Northlake Blvd Ph.2: Exhibit "E" Weekend Northlake Blvd Ph.2: Exhibit "D" Night World Ph. 2: Exhibit "E" Weekend Night Ph. 2: Exhibi	t work k Nork dated "09/23/2024" eferenced descriptions. CHANGE IN CONTRACT TIMES: Original Contract Times:	450 Days
	**Northlake Ph.2: Exhibit "B" Credited Items *Northlake Blvd Ph. 2: Exhibit "C" Additiona *Northlake Blvd Ph. 2: Exhibit "D" Night Work *Northlake Blvd Ph.2: Exhibit "E" Weekend Northlake Blvd Ph.2: Exhibit "D" Night World Ph. 2: Exhibit "E" Weekend Northlake Blvd Ph. 2: Exhibit "E" Weekend Northlake Blv	t work k Nork dated "09/23/2024" ferenced descriptions. CHANGE IN CONTRACT TIMES:	450 Days 9/12/2022 12/6/2023
[Increase] fro	**Northlake Ph.2: Exhibit "B" Credited Items *Northlake Blvd Ph. 2: Exhibit "C" Additiona *Northlake Blvd Ph. 2: Exhibit "D" Night Work *Northlake Blvd Ph.2: Exhibit "E" Weekend Northlake Blvd Ph.2: Exhibit "D" Night World Ph. 2: Exhibit "E" Weekend Night Ph. 2: Exhibi	t work It work It work It dated "09/23/2024" If derenced descriptions. CHANGE IN CONTRACT TIMES: Original Contract Times: Total Contract Days: Start Date:	9/12/2022
[Increase] fro	**Northlake Ph.2: Exhibit "B" Credited Items *Northlake Blvd Ph. 2 : Exhibit "C" Additiona *Northlake Blvd Ph. 2 : Exhibit "D" Night Work *Northlake Blvd Ph.2 : Exhibit "E" Weekend Northlake Blvd Ph.2 : Exhibit "D" Night Wood *J.W. Cheatham, LLC Change Order request **Corrospondance pertaining to the above research Change IN CONTRACT PRICE Original Contract Price: \$4,173,882.11	It work It work It work It dated "09/23/2024" Inferenced descriptions. CHANGE IN CONTRACT TIMES: Original Contract Times: Total Contract Days: Start Date: End Date: [Increase] from previously approved	9/12/2022

Contract Price prior to this Change	e Order :	Contract Times prior to this Ch	nange Order:	
\$ 5,553,	694.51	Total Contract Days :		700
, 5,555,	-	Start Date:		9/12/2022
		End Date:		8/12/2024
[Increase] of this Change Order :		[Increase] of this Change Orde	er:	
\$ 226,	441.20		86	Days
Contract Price incorporating the C	hange Order :	Contract Times with all the app	proved change Orders :	
\$ 5,780,	135.71	Total Contract Days :		786 Days
Ψ 3,750,	100.71	Start Date :		9/12/2022
		End Date:		11/6/2024
RECOMMEND BY:	ACCEPTED	:	ACCEPTED:	
By: Simy	Ву:		By: Thomas	. P. Uhrig
Engineer:	Avenir Com	munity Development	Contractor:	
HSQ Group, Inc.	District		J.W. Cheatham, LL	
1001 Yamato Rd, Suite 105	Virginia Cep		7396 Westport Pla	
Boca Raton, FL 33431	Chairperso	П	West Palm Beach,	FL 33413
Date: 9/23/2024	Date:		Date: 9/2	3/2024

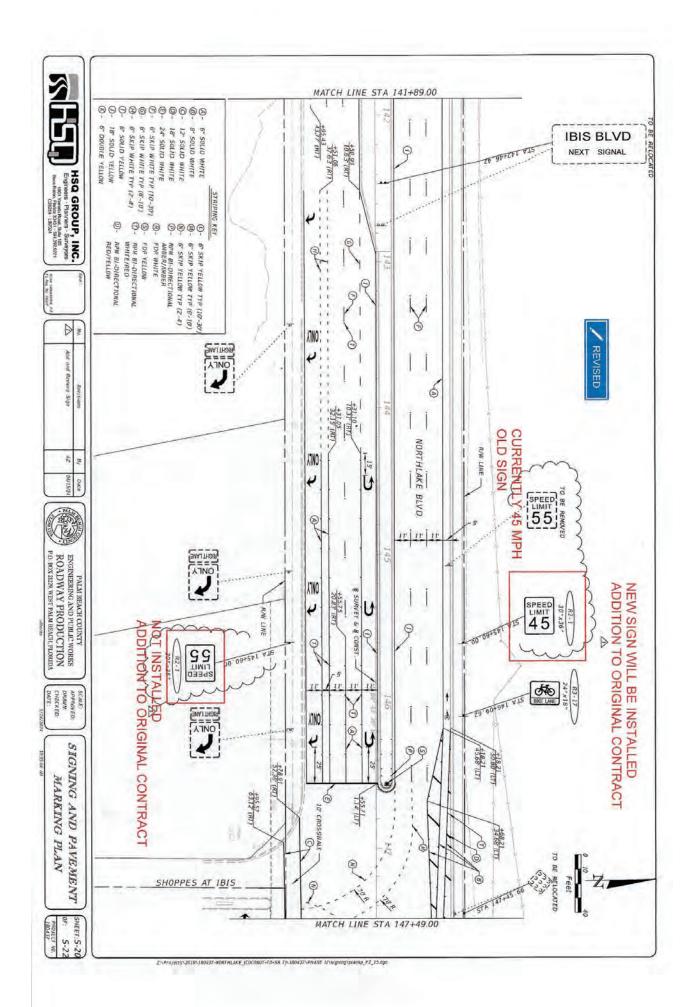
OVERRUNS	UN	NDERRUNS
\$ 64,768.00	\$	3,780.00
\$244,371.20	\$	969.00
\$ 84,967.64	\$	9,124.75
\$ 9,688.40	\$	2,640.00
\$ 8,811.00		11,000.00
\$ 43,299.52	\$	3,750.00
\$ 22,074.07	\$	3,850.00
\$477,979.83	\$	
	\$	21,230.00
	\$	5,190.00
	\$	2,990.00
	\$	
	\$	
	\$	480.00
	\$	650.00
	\$	48.40
	\$	282.00
	\$	468.00
	\$	48.47
	\$	1,070.00
	\$	173.00
		13,975.00
		4,000.00
		5,157.80
		1,000.00
		5,000.00
	\$	6,412.50
		2,090.00
		1,891.50
		16,405.00
		8,800.00
		75,075.00
	\$	5.1.4
		7,040.00
	\$	
		35,200.00
		5,632.00
		2,200.00
	\$	
	\$	11,000.00
	\$	
		1,345.94
	\$	
	\$	231.90
	4	

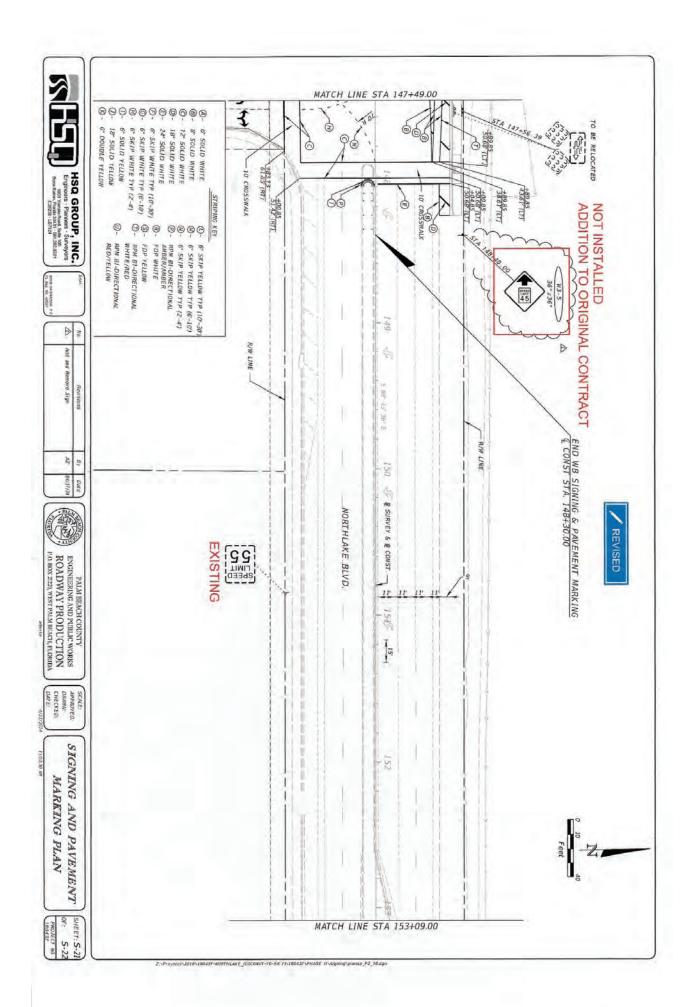
\$ 336,823.74

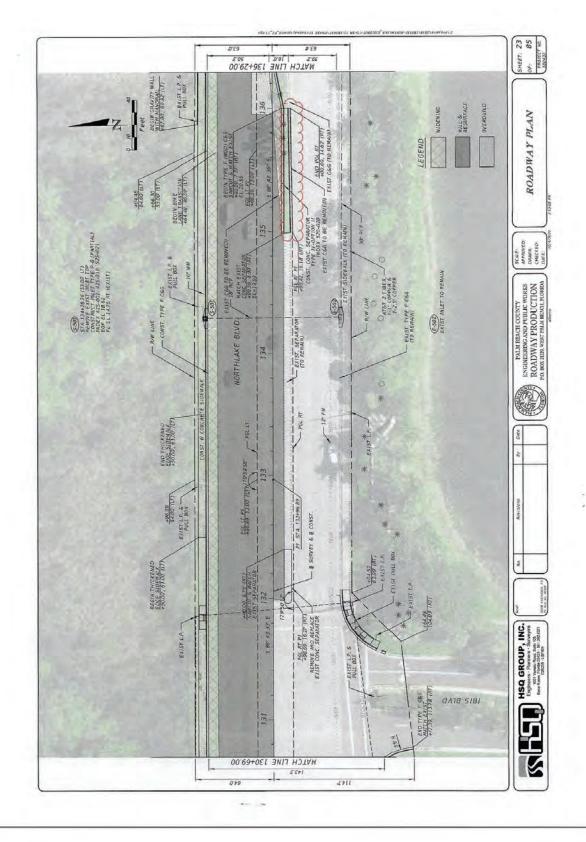
ORIGNAL CONTRACT AMMOUNT	\$5,780,135.71
OVERRUNS	\$ 477,979.83
UNDERRUNS	\$ 336,823.74
NEW CONTRACT AMMOUNT	\$5,921,291.80

A 018			Exhibit "A" Drainage material costs at Fire Station	costs at Fire St	ation					
A 018										
A 021 Material Cost / Manhole type J-7 Partial 1.00 EA 765.05 S 765.05 A 023 A 023 Material Cost / Inlet Type P-6 Top Striping & Signage (Fire Station) EA 2,707.10 EA 2,707.10 A 44 sub total S. 2,707.10 B 007 Thermo 18" Fire Station Gore Area Striping & Signage (Fire Station) EA 3,306 A 44 sub total S. 2,707.10 A 012 Type SP 12.5 TLC 1.5" (Stucharge) (87.00) TN 3,306 A 45 sub total S. 2,707.00 A 013 Structural Overbuild Structural Overbuild (Surcharge) (147.00) TN 5,128.00 A (88.16.00) A 014 Structural Overbuild (Surcharge) (147.00) TN 5,128.00 A (88.16.00) A 015 Structural Overbuild (Surcharge) (147.00) TN 5,128.00 A (88.16.00) A 014 Structural Overbuild (Surcharge) (147.00) TN 5,128.00 A (88.16.00) A 015 Structural Overbuild (Surcharge) (147.00) TN 5,128.00 A (88.16.00) A 016 Type FC 9	1	A 018	Material Cost / Inlet Type P-5	1.00	EA	S	2,295.15			
A 023 Material Cost / Inlet Type Pe 6 Top	2	A 021	Material Cost / Manhole type J-7 Partial	1.00	EA	89	765.05			
B 007	3	A 023	Material Cost / Inlet Type P-6 Top	1.00	EA	69	2,707.10			
B 007								Adds sub total	\$	5,767.30
B 007 Thermo 18" Fire Station Gove Area 90.000 LF \$ 3.300 \$ 297.00			Striping & Signage (Fire Station)						
A 012 A 012 M 006 Cleaning of Pipes and Structures per HSQ Plan Approximately 7826 LF M 006 M 010 M 0	4	B 007		90.000	LF	\$	3.300			
A 012								Adds sub total	S	297.00
A 012 Type SP 12.5 TLC 1.5" (Surcharge) (87.00) TN \$ 110.00 \$ (9,570.00) M 006 Type SP 12.5 TLC 1.5" (Surcharge) (87.00) TN \$ 10.50 \$ (1,785.24) M 005 Structural Overbuild (Surcharge) (147.00) TN \$ 128.00 \$ (1,8816.00) A 014 Type FC 9.5 TLC 1" (147.00) TN \$ 145.50 \$ (29,100.00) A 014 Type FC 9.5 TLC 1" (147.00) TN \$ 145.50 \$ (29,100.00) A 014 Type FC 9.5 TLC 1" (147.00) TN \$ 145.50 \$ (29,100.00) M 006 Type FC 9.5 TLC 1" (147.00) TN \$ 145.50 \$ (29,100.00) M 006 Type FC 9.5 TLC 1" (147.00) TN \$ 145.50 \$ (29,100.00) M 006 Type FC 9.5 TLC 1" (147.00) TN \$ 145.50 \$ (29,100.00) M 007 The Cleaning of Pipes and Structures per HSQ Plan Approximately 7826 LF 7.82.60 LF \$ 14,362.00 \$ (29,100.00) A 030 TPL Sidewalk (SOI SE Corner for Ped Stand) 12.00 SY			Exhibit "B" Credit	ed Items						E
M 006 Type SP 12.5 TLC 1.5" (Surcharge) (87.00) TN \$ 20.52 \$ (1,785.24) A 013 Structural Overbuild Sucharge) (147.00) TN \$ 128.00 \$ (18.816.00) M 005 Structural Overbuild Sucharge) (200.00) TN \$ 2.268 \$ (1,785.24) M 006 Type FC 9.5 TLC 1" (Surcharge) (200.00) TN \$ 145.50 \$ (2,510.00) M 006 Type FC 9.5 TLC 1" (Surcharge) (200.00) TN \$ 145.50 \$ (2,510.00) M 006 Type FC 9.5 TLC 1" (Surcharge) (200.00) TN \$ 145.50 \$ (2,510.00) M 006 Type FC 9.5 TLC 1" (Surcharge) (200.00) TN \$ (2,50.00) \$ (2,50.00) M 006 Type FC 9.5 TLC 1" (Surcharge) Exhibit "C" Additional Work \$ (20.00) TN \$ (2,50.00) M 006 Traffice Cleaning Pipes and Structures per HSQ Plan 22.00 Exhibit "C" Additional Structures per HSQ Plan 22.00 Exhibit "C" Additional Structures per HSQ Plan 22.00 Exhibit Structures per HSQ Plan 22.00 Exhibit Structures per HSQ Plan 22.00 Exhibit Structures per HSQ Plan<	2	A 012		(87.00)	19	50	110.00			
A 013 Structural Overbuild (147.00) TN \$ 128.00 \$ (18,816.00) M 005 Structural Overbuild (Surcharge) (147.00) TN \$ 22.68 \$ (15,33.59) A 014 Type FC 9.5 TLC 1" (Surcharge) (200.00) TN \$ (29,100.00) M 006 Type FC 9.5 TLC 1" (Surcharge) (200.00) TN \$ (29,100.00) M 006 Type FC 9.5 TLC 1" (Surcharge) TN \$ (29,100.00) TN M 006 Type FC 9.5 TLC 1" (Surcharge) TN \$ (29,100.00) TN M 006 Type FC 9.5 TLC 1" (Surcharge) TN \$ (29,100.00) TN M 006 Type FC 9.5 TLC 1" (Surcharge) TN \$ (29,100.00) TN M 007 Cleaning Of Pipes and Structures per HSQ Plan T,282.00 LS \$ (14,362.00) T,4362.00 A 0.00 FD De-energization Bill of Shoppes of Pibis Stand T,282.00 LS \$ (1,510.00) T,436.00 A 0.00 F Top replacement (Dis Inlet Modification) P-9 12.00 SY \$ (1,436.00) T,436.00 A Sidewalk surcharged Soc I way (Stored Ma	9	900 W		(87.00)	IN	59	20.52	1		
M 005 Structural Overbuild (Surcharge) (147.00) TM \$ 22.68 \$ (3,33.96) A 014 Type FC 9.5 TLC I" (Surcharge) (200.00) TM \$ 145.50 \$ (29,100.00) M 006 Type FC 9.5 TLC I" (Surcharge) (200.00) TM \$ 37.80 \$ (29,100.00) M 006 Type FC 9.5 TLC I" (Surcharge) Exhibit "C" Additional Work I.00 LS \$ 14,362.00 Beletes Sub Total: Mobilization Mobilization I.00 LS \$ 14,362.00 \$ 14,362.00 \$ 14,362.00 MOT for Cleaning Pipes and Structures per HSQ Plan Approximately 7826 LF 7,826.00 LF \$ 14,362.00 \$ 14,362.00 MOT for Cleaning Pipes and Structures per HSQ Plan Approximately 7826 LF 7,826.00 LF \$ 1,712.00 \$ 37,644.00 MO 10 4" Sidewalk Surcharge (SOI SE Corner for Ped Stand) 12.00 SY \$ 1,712.00 \$ 1480.00 M 010 4" Sidewalk surcharge (SOI SE Corner for Ped Stand) 1.00 SY \$ 1,045.00 A 020 F top replacement (Dis Inlet Modification) P-9 1.00 SY \$ 1,045.00 C 031	7	A 013	Structural Overbuild	(147.00)		8	128.00			
A 014 Type FC 9.5 TLC 1" (Surcharge) (200.00) TN \$ 145.50 \$ (29,100.00) M 006 Type FC 9.5 TLC 1" (Surcharge) (200.00) TN \$ 37.80 \$ (7,560.00) M 006 Type FC 9.5 TLC 1" (Surcharge) Exhibit "C" Additional Work TN \$ 37.80 \$ (7,560.00) Mobilization Mobilization T,826.00 LF \$ 14,362.00 \$ 14,362.00 MOT for Cleaning Pipes and Structures per HSQ Plan T,826.00 LF \$ 16,12 \$ 14,362.00 FPL De-energization Bill of Shoppes of Bis 2.00 LF \$ 1,488.68 \$ 2,977.36 A 030 4" Sidewalk (SOI SE Corner for Ped Stand) 12.00 SY \$ 1,488.68 \$ 2,977.36 A 030 4" Sidewalk surcharge (SOI SE Corner for Ped Stand) 12.00 SY \$ 7.73 \$ 92.76 A 030 4" Sidewalk surcharge (SOI SE Corner for Ped Stand) 12.00 SY \$ 1,045.00 \$ 1,045.00 A C 001 F top replacement (Ibis Inlet Modification) P-9 1.00 EA \$ 1,045.00 \$ 1,045.00 C 001 Traffic signal 3 sec 1 way (Stored Mate	8	M 005	Structural Overbuild (Surcharge)	(147.00)	ZI.	\$	22.68			
M 006 Type FC 9.5 TLC 1" (Surcharge) (200.00) TN \$ 37.80 \$ (7,560.00) M 006 Type FC 9.5 TLC 1" (Surcharge) Exhibit "C" Additional Work Additional Work Additional Work 1.00 LS \$ 14,362.00 \$ 14,064.00 \$ 14,000 \$ 14,000 \$ 14,000 \$ 1,045.00 \$ 1,045.00 \$ 1,045.00 \$ 1,045.00 \$ 1,045.00 \$ 1,045.00 \$ 1,045.00 \$ 1,045.00 \$	6	A 014	Type FC 9.5 TLC 1"	(200.00)		59	145.50			
Boletes Sub Total: Sample Exhibit "C" Additional Work 1.00 LS \$ 14,362.00	10	M 006	Type FC 9.5 TLC 1" (Surcharge)	(200.00)	7.0	\$	37.80			
Mobilization								Deletes Sub Total:	\$	(70,165.20)
Cleaning of Pipes and Structures per HSQ Plan Approximately 7826 LF 7,826.00 LF S 14,362.00 S 144			Exhibit "C" Additio	anal Work						
Cleaning of Pipes and Structures per HSQ Plan Approximately 7826 LF 7,826.00 LF \$ 16.12 \$ 126	=		Mobilization	1.00	rs		14,362.00			
MOT for Cleaning Pipes and structures per HSQ Plan 22.00 Days \$ 1,712.00 \$ 37 A 030 FPL De-energization Bill of Shoppes of Ibis 2.00 EA \$ 1,488.68 \$ 2 A 030 4" Sidewalk (SOI SE Corner for Ped Stand) 12.00 SY \$ 40.00 \$ 5 M 010 4" Sidewalk surcharge (SOI SE Corner for Ped Stand) 12.00 SY \$ 40.00 \$ 5 A 010 F top replacement (Ibis Inlet Modification) P-9 1.00 EA \$ 1,045.00 \$ 1 A dditional speed limit signs Soc I way (Stored Materials) 1.00 EA \$ 1,650.00 \$ 1 C 001 Traffic signal 3 sec I way (Stored Materials) 1.00 EA \$ 14.74 \$ 1 C 001 Traffic signal 3 sec I way (Stored Materials) 30.00 Days 544.74 \$ 5 A dditional calendar Days Requested 5.00 Days 5.00 Days \$ 5 A Rain Days Requested 5.00 Days 5.00 Days \$ 5 A STRIPING BETWEEN IBIS BLVD & SHOPPES OF IBIS 5.00 Days 5.00	12			7,826.00	LF	\$	16.12	3		T.
A 030 FPL De-energization Bill of Shoppes of Ibis 2.00 EA \$ 1,488.68 \$ 2 A 030 4" Sidewalk (SOI SE Corner for Ped Stand) 12.00 SY \$ 40.00 \$ 5 M 010 4" Sidewalk (SOI SE Corner for Ped Stand) 12.00 SY \$ 40.00 \$ 5 A 010 F top replacement (Ibis Inlet Modification) P-9 1.00 EA \$ 1,045.00 \$ 1 A dditional speed limit signs Additional speed limit signs 3.00 EA \$ 1,045.00 \$ 1 C 001 Traffic signal 3 sec 1 way (Stored Materials) 1.00 EA \$ 14.74 \$ 1 C 001 Traffic signal 3 sec 1 way (Stored Materials) 30.00 Days \$ 544.74 \$ 5 A dditional calendar Days Requested 5.00 Days \$ 544.74 \$ 5 Rain Days Requested 5.00 Days \$ 50.00 Days \$ 5 Rain Days Requested 5.00 Days \$ 5 \$ 5 \$ 5	13		MOT for Cleaning Pipes and structures per HSQ Plan	22.00	Days	8	1,712.00	3		
A 030 4" Sidewalk (SOI SE Corner for Ped Stand) 12.00 SY \$ 40.00 \$ M 010 4" Sidewalk surcharge (SOI SE Corner for Ped Stand) 12.00 SY \$ 40.00 \$ A 010 F top replacement (Ibis Inlet Modification) P-9 1.00 EA \$ 1,045.00 \$ 1 A dditional speed limit signs 3.00 EA \$ 1,645.00 \$ 1 C 001 Traffic signal 3 sec 1 way (Stored Materials) 1.00 EA \$ 14.74 \$ C 001 Traffic signal 3 sec 1 way (Stored Materials) 30.00 EA \$ 544.74 \$ A dditional calendar Days Requested for Pipe Cleaning 30.00 Days S Additional Days Requested Rain Days Requested 5.00 Days S A S A	14		FPL De-energization Bill of Shoppes of Ibis	2.00	EA	\$	1,488.68	2		
M 010 4" Sidewalk surcharge (SOI SE Corner for Ped Stand) 12.00 SY \$ 7.73 \$ Additional speed limit signs 1.00 EA \$ 1,045.00 \$ 1 1 \$ 1,045.00 \$ 1 \$	15	A 030	4" Sidewalk (SOI SE Corner for Ped Stand)	12.00		\$	40.00			
F top replacement (Tbis Inlet Modification) P-9	16	M 010	4" Sidewalk surcharge (SOI SE Corner for Ped Stand)	12.00	SY	89	7.73			
Additional speed limit signs 3.00 EA \$ 435.00 \$ 1. C 001 Refabricate mast pole at Shoppes of Ibis SE corner 1.00 EA \$ 1,650.00 \$ 1. C 001 Traffic signal 3 sec 1 way (Stored Materials) 30.00 EA \$ 544.74 \$ 1. C 001 Calendar Days Requested 30.00 Days \$ 544.74 \$ 544.74 Rain Days Requested 5.00 Days \$ 50.00 Days \$ 50.00 STRIPING BETWEEN IBIS BLVD & SHOPPES OF IBIS \$ 50.00 Days \$ 50.00 Days \$ 50.00	17		F top replacement (Ibis Inlet Modification) P-9	1.00	EA	8	1,045.00	K		
C 001 Refabricate mast pole at Shoppes of Ibis SE comer 1.00 EA \$ 1,650.00 \$ 1,6 C 001 Traffic signal 3 sec 1 way (Stored Materials) 1.00 EA \$ 544.74 \$ 546.74 C 001 Calendar Days Requested for Pipe Cleaning 30.00 Days \$ 546.74 \$ 56.00 Additional calendar Days Requested 5.00 Days \$ 50.00 Days \$ 50.00 STRIPING BETWEEN IBIS BLVD & SHOPPES OF IBIS 5.00 Days \$ 50.00 Days \$ 50.00	18		Additional speed limit signs	3.00	EA	\$	435.00			
C 001 Traffic signal 3 sec 1 way (Stored Materials) 1.00 EA \$ 544.74 \$ Calendar Days Requested for Pipe Cleaning 30.00 Days \$ \$ Additional calendar Days Requested \$0.00 Days \$ Rain Days Requested \$.00 Days \$ STRIPING BETWEEN IBIS BLVD & SHOPPES OF IBIS \$ \$	19		Refabricate mast pole at Shoppes of Ibis SE corner	1.00	EA	8	1,650.00			
Calendar Days Requested for Pipe Cleaning 30,00 Additional calendar Days Requested 30,00 Rain Days Requested 5.00 STRIPING BETWEEN IBIS BLVD & SHOPPES OF IBIS	20	C 001	Traffic signal 3 sec 1 way (Stored Materials)	1.00	EA	8	544.74			
Additional calendar Days Requested 30.00 Rain Days Requested 5.00 STRIPING BETWEEN IBIS BLVD & SHOPPES OF IBIS	21		Calendar Days Requested for Pipe Cleaning	30.00	Days					
STRIPING BETWEEN IBIS BLVD & SHOPPES OF IBIS	22		Additional calendar Days Requested	30.00	Days					
STRIPING BETWEEN IBIS BLVD	P		Rain Days Requested	5.00	Days					
The state of the s	ag									

								193,997.10								36,560.00									59,985.00	(70,165.20)	296,606.40	226,441.20
6" 0.54 NM \$ 5,808.00 \$ 56" 0.50 GM \$ 1,452.00 \$ 5.808.								130								1									150	89	50	6/9
6" 0.54 NM \$ 5,808.00 \$ 56" 0.50 GM \$ 1,452.00 \$ 5.808.	3,136.32	1,742.40	871.20	792.00	484.00	286.00	409.20	Adds Sub Total:			20,000.00		1,440.00	7,920.00	7,200.00	Adds Sub Total:			17,500.00	8,750.00	23,625.00		3,180.00	6,930.00	Adds Sub Total:	Credits Total	Adds Total	Grand Total
6" 0.54 NM \$ 5,8 6" 0.30 GM \$ 5,8 -30 0.60 GM \$ 1,4 -30 0.60 GM \$	-		-	J		_		7			s		-		-	7			-				-		7			
6" 0.54 NM 6" 0.30 GM -30 6M 8.00 EA 4" 65.00 LF 4" 65.00 LF 6	5,808.00	5,808.00	1,452.00	00.66	121.00	4.40	4.40				2,500.00		00.09	00.066	900.00				2,500.00	1,250.00	3,375.00		00.09	00.066				
6" 0.54 6" 0.30 -30 0.60 8.00 mbol 8.00 4" 65.00 ted 8 8 8 8 8 8 8 8 8 10 ted 10 ted 11 ted 11 ted 11 ted 11 ted 11 ted 12 (20) 7 7 (20) 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	69	8	\$	\$	↔	€9	€9				1		\$	\$	↔				\$	\$			1000					
6" 0.54 6" 0.30 -30 0.60 8.00 mbol 8.00 4" 65.00 ted 8 8 8 8 8 8 8 8 8 10 ted 10 ted 11 ted 11 ted 11 ted 11 ted 11 ted 12 (20) 7 7 (20) 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	NM	GM	GM	EA	EA	LF	EA			Days	Days		Days	Days	Days			Days	Days	Days	Days	4	Days	Days				
6" 6" 6" -30 larkers larkers (20) (20)		0.30	09.0	8.00	4.00	65.00	93.00		IT WORK'						8		ND WORK"	11					53.00	7.00				
			Thermo STD White 10-30	Thermo Arrows	Thermo Messages or Symbol	Thermo White Solid 24"	Retro Reflective PVMT Markers		Exhibit "D" "NIGH	Calendar Days Requested	Asphalt Plant Opening	MOT	Message Boards (2)	Traffic Officer	Light Plants (4)		Exhibit "E" 'WEEKE	Calendar Days Requested	Asphalt Plant Opening	Supervisor (2)	Paving Crew Premium (20)	MOT	Message Boards (2)	Traffic Officer				
(5/10 - 6/7)	24	25	26	27	28	29	30	-		31	32		33	34	35			36	37	38	39		40	41				







mike.wonnell@jwcheatham.com

From: Alberto Zuniga <Alberto@hsqgroup.net>

Sent: Monday, April 15, 2024 9:07 AM mike.wonnell@jwcheatham.com To:

Subject: Cleaning Pipes Phase II Attachments: Cleaning Pipes.pdf

Mike,

I marked the pipes to be cleaned.

From any pipe connection to next upstream must be cleaned per County requirement.

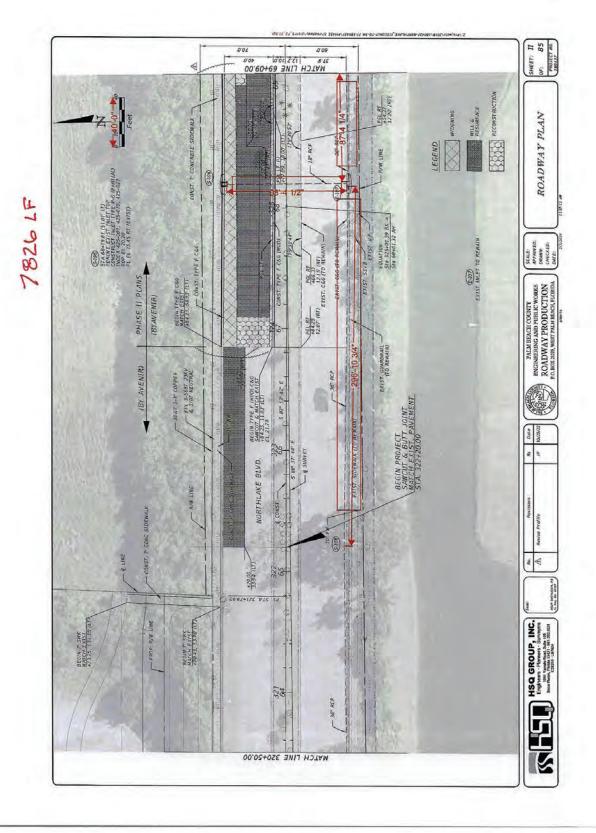
Alberto T. Zuniga, P.E.

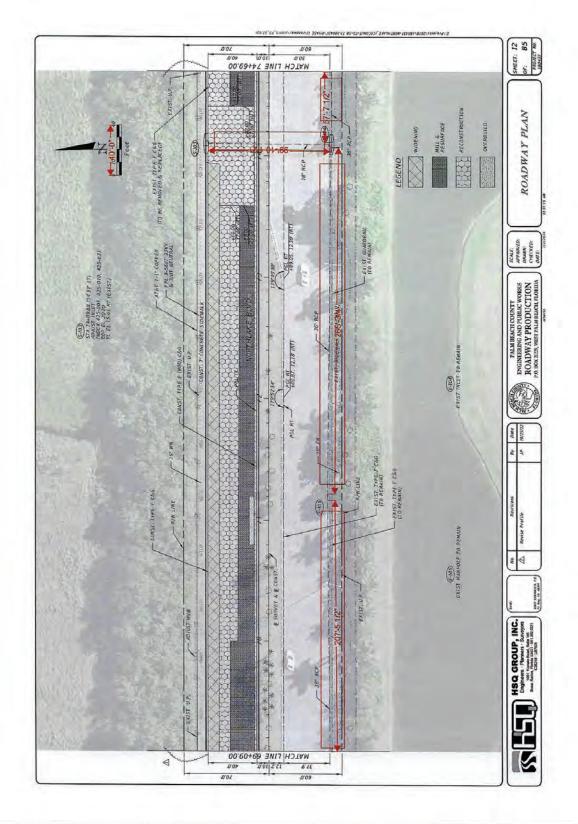


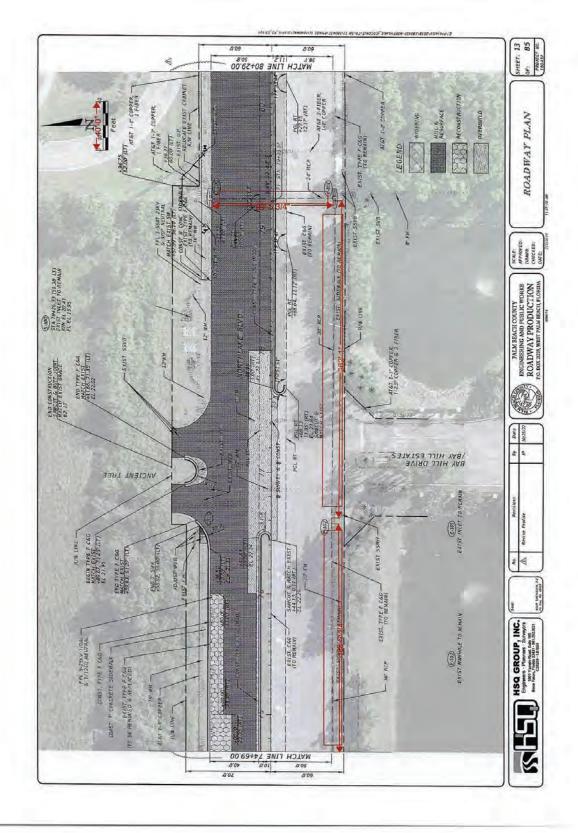
HSQ GROUP, INC.

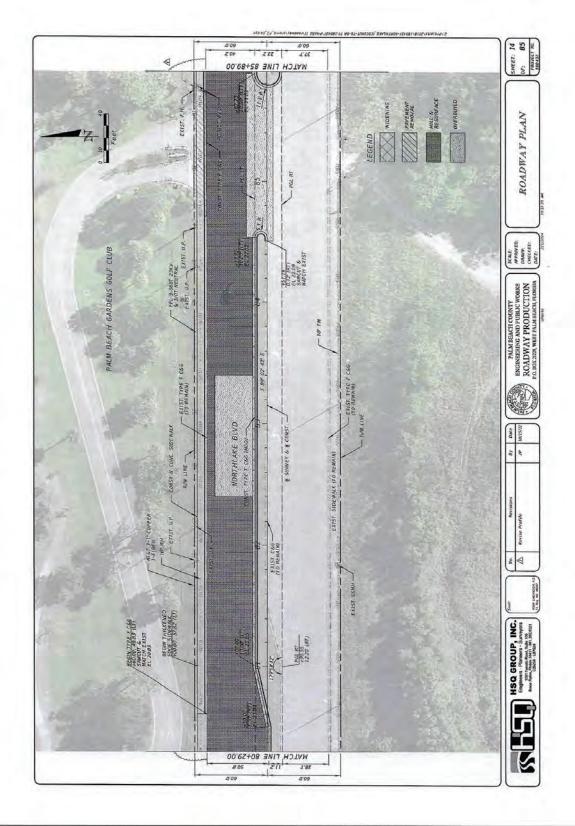
Engineers • Planners • Surveyors 1001 Yamato Road, Suite 105 Boca Raton, Florida 33431 Phone: (561) 392-0221 ext 107 • Cell: (561) 758-2480

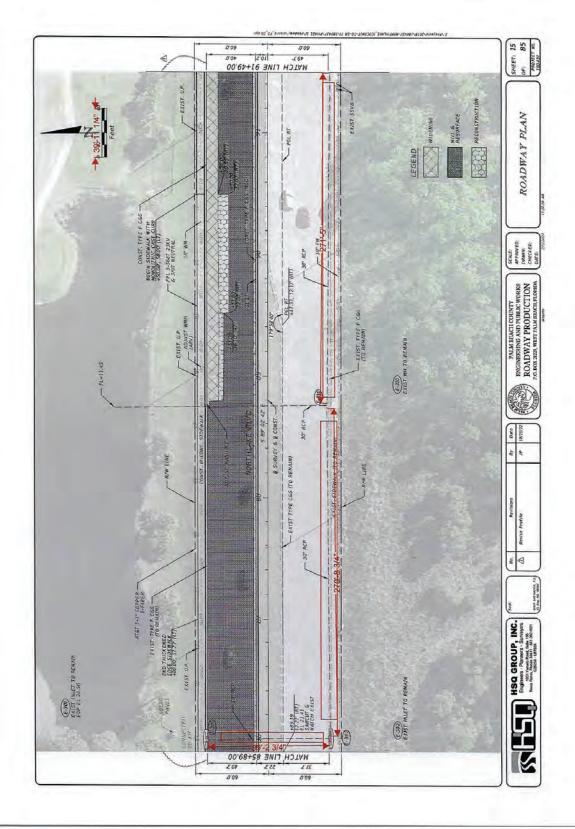
HSQgroupinc.com

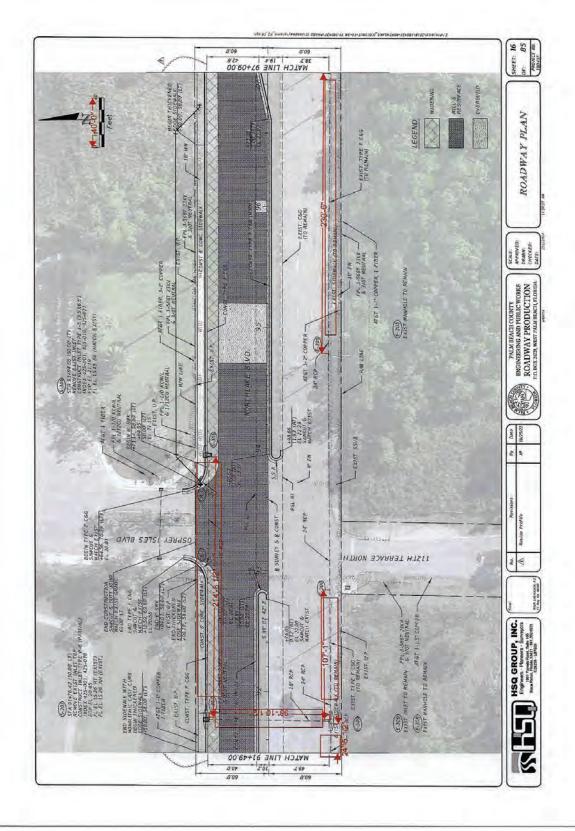


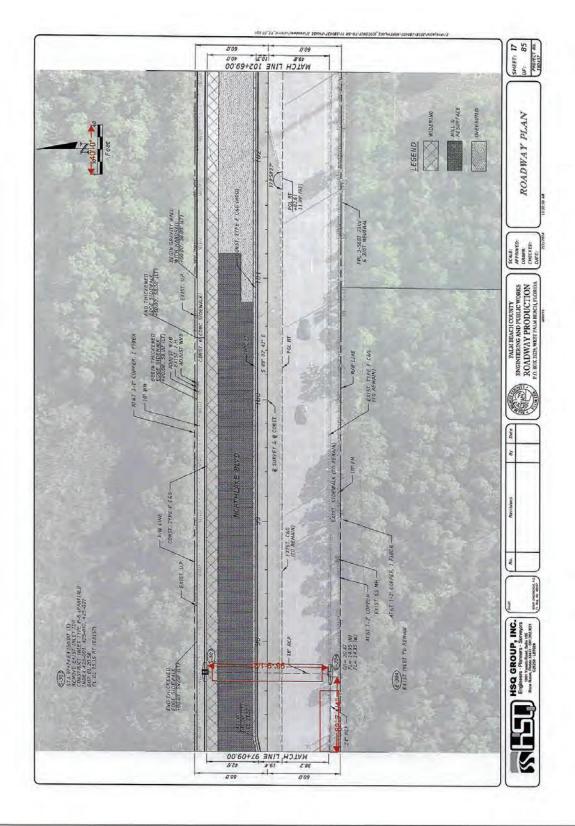


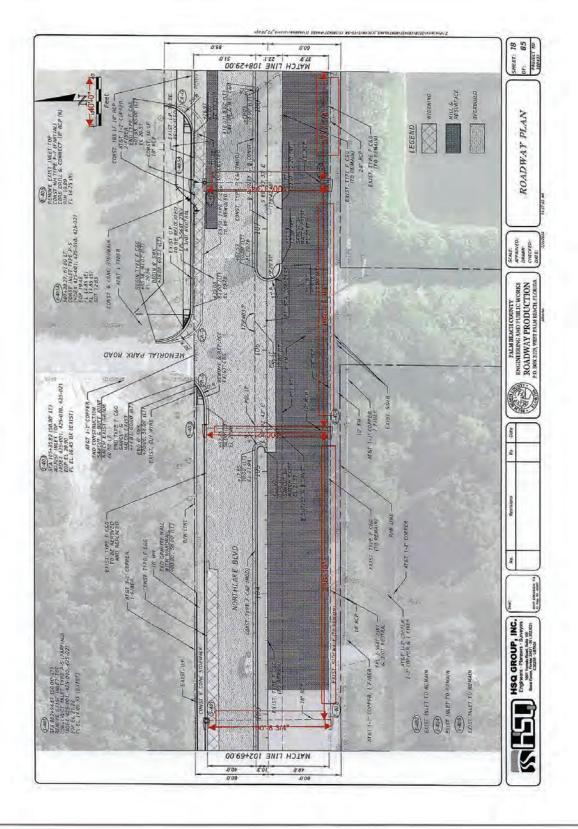


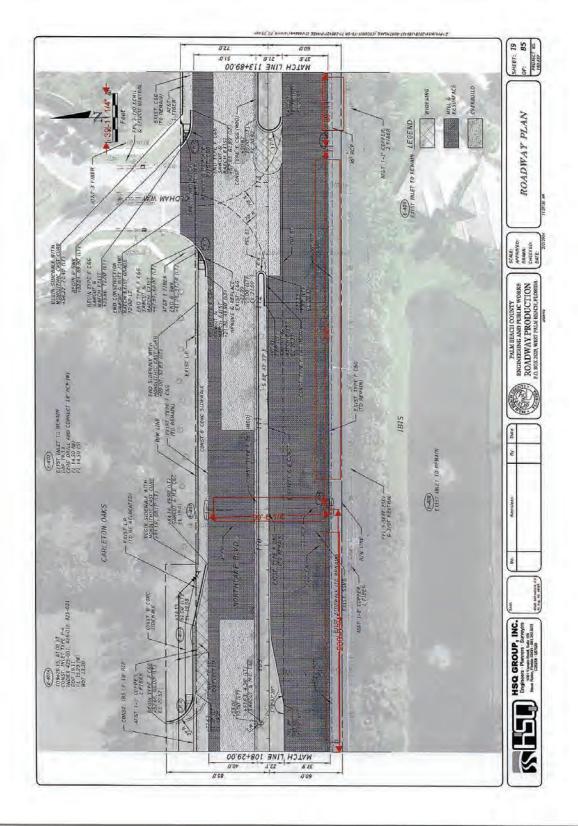


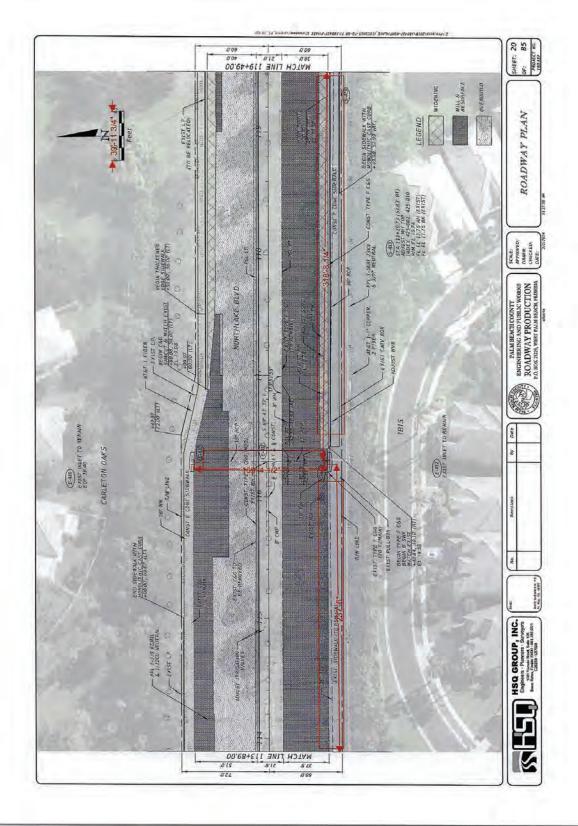


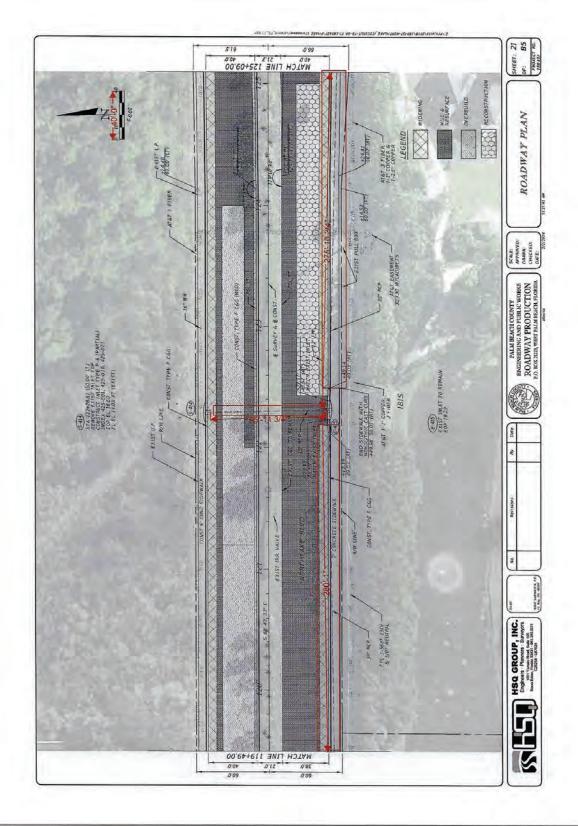


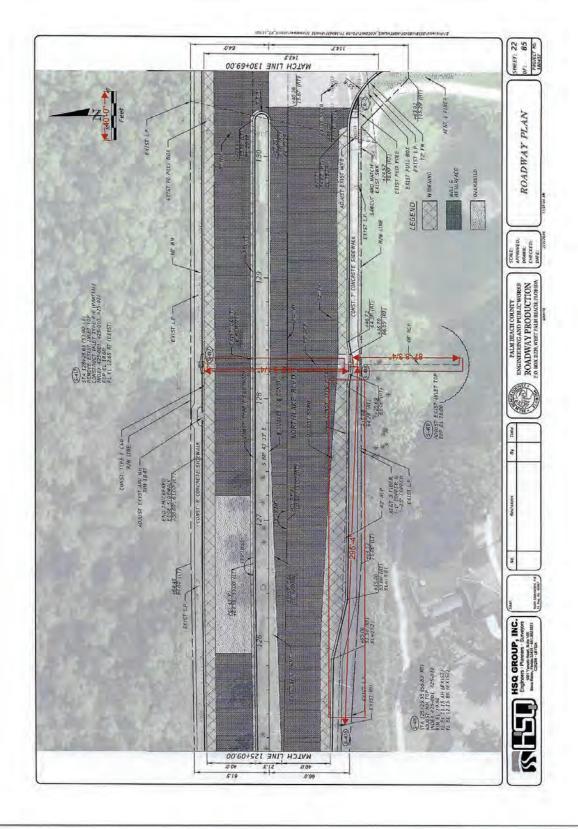


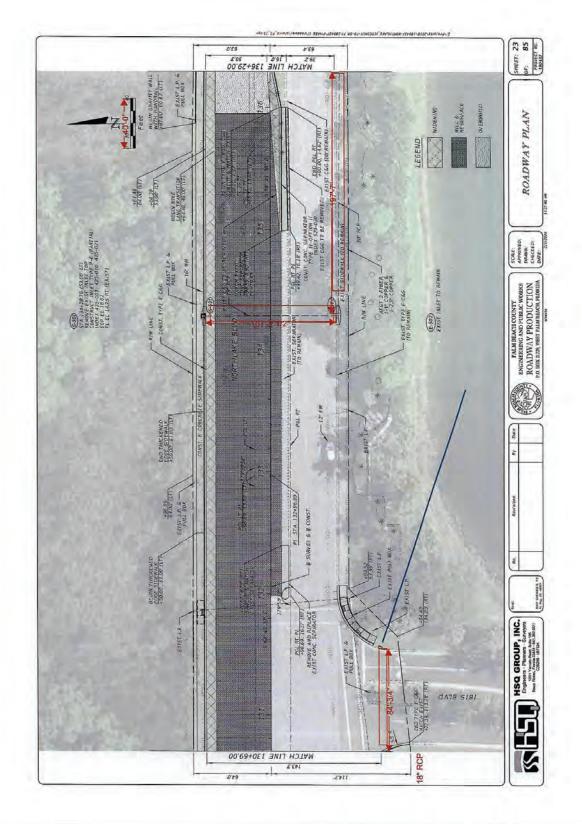


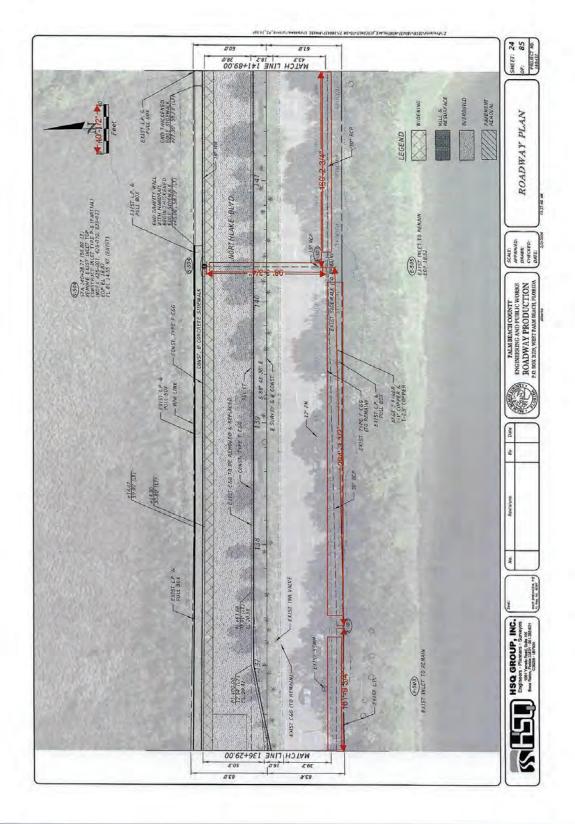


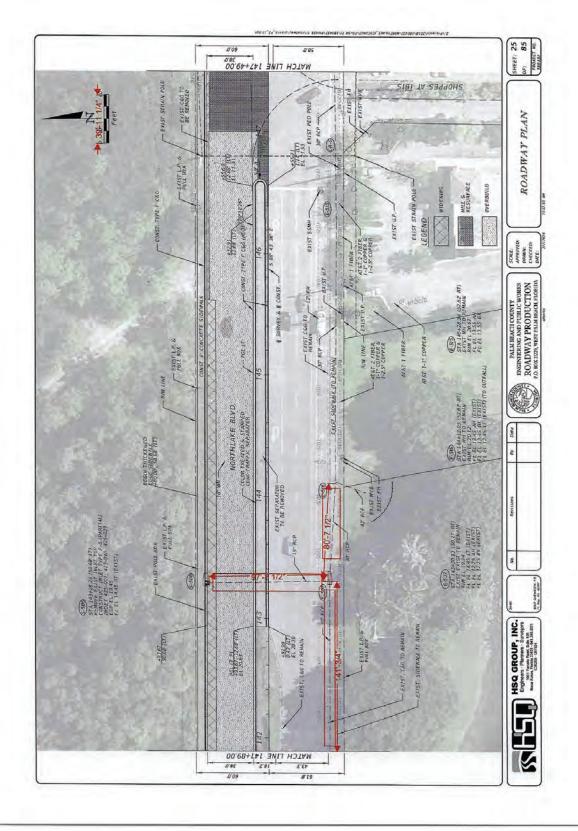












PAYMENT COUPON

/4115006400363000222289180046489740000148868

J.W. CHEATHAM LLC 7396 WESTPORT PLACE WEST PALM BEACH FL 33413

Cust No. 3000222289 Bill No. 1800464897 Payment Due Upon Amount Due This Bill Receipt \$ 1,488.68 Reference# 1J.D00013257060

Your payment may be eligible to be paid online. Visit www.fpl.com/construction to learn more. You can also mail a check payable to FPL in USD to the FPL address listed below right. Please mail the top portion of the coupon with your check.

General Mail Facility Miami FL 33188-0001

Please retain this portion for your records

Florida Power & Light Company Federal Tax Id.#: 59-0247775

Customer Number:

3000222289

Customer Name and Address

Reference Number:

1J.D00013257060

J.W. CHEATHAM LLC . 7396 WESTPORT PLACE WEST PALM BEACH FL 33413

Bill Number: Bill Date:

1800464897 05/17/2024

MORTHLAKE PHASE II @ SHOPPES OF

CURRENT CHARGES AND CREDITS Customer No: 3000222289 Bill No: 1800464897

Description		Amount
OH STANDBY/10140 NORTHLAKE BLVD Reference# 1J.D00013257060		1,488.68
For Inquiries Contact: Royal Palm Beach Svc Ctr 561-790-5027	Total Amount Due	\$1,488.68

1800464897 1 of 1

PAYMENT COUPON

/4115006400363000269292180046614980000148868

J.W. CHEATHAM, LLC. 10140 NORTHLAKE BLVD WEST PALM BEACH FL 33412

Cust. No.:3000269292 Bill No.:1800466149 Payment Due Upon Amount Due Receipt This Bill \$ 1,488.68 Reference# 1J.D00013281608

Your payment may be eligible to be paid online. Visit www.fpl.com/construction to learn more. You can also mail a check payable to FPL in USD to the FPL address listed below right. Please mail the top portion of the coupon with your check.

General Mail Facility Miaml FL 33188-0001

Please retain this portion for your records.

Florida Power & Light Company Federal Tax Id.#: 59-0247775 Customer Name and Address

Customer Number:

3000269292

J.W. CHEATHAM, LLC. 10140 NORTHLAKE BLVD

WEST PALM BEACH FL 33412

Reference Number: Bill Number: 1800466149

1J.D00013281608

Bill Date:

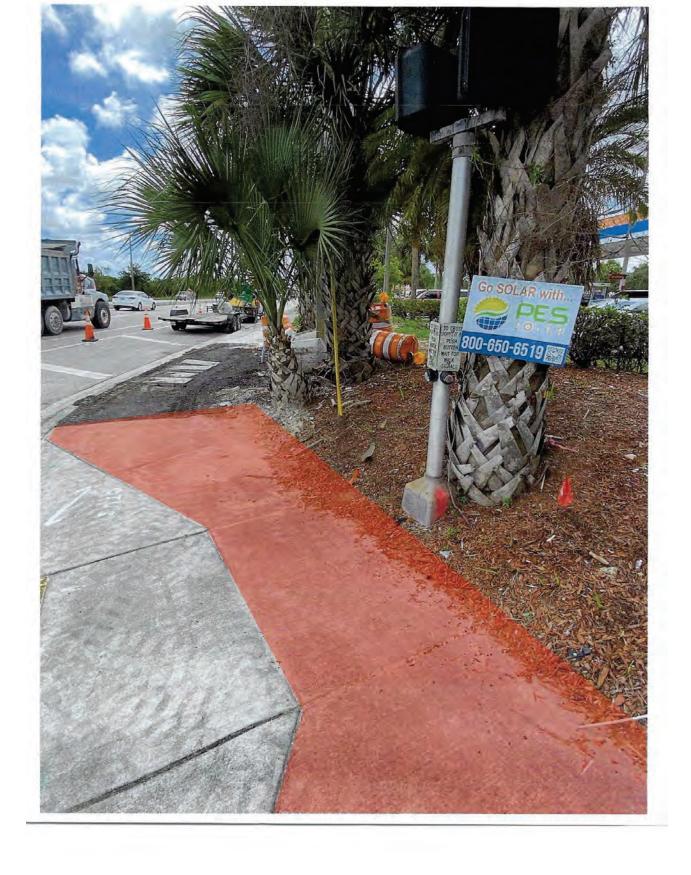
05/29/2024

DORTHLAKE PHASE II SHOPPES OF IBLS

CURRENT CHARGES AND CREDITS Customer No: 3000269292 Bill No: 1800466149

Description		Amount
OH STANDBY/ 10140 NORTHLAKE BLVD Reference# 1J.D00013281608		1,488.68
For Inquiries Contact: Royal Palm Beach Svc Ctr 561-790-5027	Total Amount Due Payment Due Upon Receipt	\$1,488.68

1800466149 T of 1



mike.wonnell@jwcheatham.com

From: Alberto Zuniga <Alberto@hsqgroup.net>
Sent: Wednesday, May 1, 2024 11:55 AM

To: mike.wonnell@jwcheatham.com

Subject: RE: Ibis Modification

Mike,

You must replace the top.

Alberto T. Zuniga, P.E.

IBIS BLUD. MODIFICATION IN REFERENCE TO: CO#6



HSQ GROUP, INC.

Engineers • Planners • Surveyors 1001 Yamato Road, Suite 105

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, May 1, 2024 11:53 AM
To: Alberto Zuniga <Alberto@hsqgroup.net>

Subject: Ibis Modification

Alberto,

Do you oppose reusing this grate. The missing piece was not seen prior dur to asphalt covering and surrounding

it.

Thank you, Michael Wonnell Project Manager J.W. Cheatham, LLC

Office: (561) 471-4100 ext:248

Cell: (561) 722-1424





Road Building & Earthmoving Contractors

May 23, 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-2

RW56228-0222

Lane Closure Permit Conditions

Dear Ms. McConnell:

On March 19, 2024, we were informed by the Palm Beach County Traffic Engineering Department that daytime double lane closures would not be permitted during weekdays (Monday through Friday). According to the new permit conditions, double lane closures will only be allowed on weekends and nighttime hours.

This project was bid with the understanding that double lane closures would be permissible during weekday hours between 9:00am & 3:00pm.

These new permit conditions have potential impacts on the project's timeline and bid price.

We will continue to diligently pursue the work in a timely manner, and we reserve the right to request an equitable adjustment of contract time and price as a result of these new MOT conditions.

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

mike.wonnell@jwcheatham.com

From: Graciela MCausland <GMCausla@pbcgov.org>

Sent: Tuesday, March 19, 2024 10:59 AM

To: mike.wonnell@jwcheatham.com; 'Tanya McConnell'

Cc: Motasem Al-Turk

Subject: RE: Northlake field meeting for milling and paving MOT

Hello Mike,

It should say

2 WB LANE WILL BE CLOSED

@ NLAKE DATE – DATE 8AM – 5PM

Thank you.

Graciela M'Causland Chief Traffic Inspector Palm Beach County Engineering & Public Works Department Traffic Division 2300 N. Jog Rd. 3rd Floor West Palm Beach, FL 33411-2745

Office (561) 684-4030

From: mike.wonnell@jwcheatham.com <mike.wonnell@jwcheatham.com>

Sent: Tuesday, March 19, 2024 10:36 AM

To: Graciela MCausland <GMCausla@pbcgov.org>; 'Tanya McConnell' <tmcconnell@avenirpbg.com>

Cc: Motasem Al-Turk <MAlturk@pbcgov.org>

Subject: RE: Northlake field meeting for milling and paving MOT

Graciela,

What would you like the VMS boards to say?

Caution Caution

1

Caution Weekend work two lanes closed

From: Graciela MCausland < GMCausla@pbcgov.org>

Sent: Tuesday, March 19, 2024 9:57 AM

To: Tanya McConnell < tmcconnell@avenirpbg.com >; mike.wonnell@jwcheatham.com

Cc: Motasem Al-Turk < MAlturk@pbcgov.org>

Subject: RE: Northlake field meeting for milling and paving MOT

Hello Mike,

I was advised that weekend work was approved for these closures from 8:00 am – 5:00 pm. However, advance VMS boards will need to be installed a couple of days before construction begins on the weekend. Please apply for a modification for MT67654-0324 and MT67636 showing the advance VMS board on westbound Northlake Blvd.

Thank you.

Graciela M'Causland Chief Traffic Inspector Palm Beach County Engineering & Public Works Department Traffic Division 2300 N. Jog Rd. 3rd Floor West Palm Beach, FL 33411-2745

Office (561) 684-4030

From: Graciela MCausland

Sent: Tuesday, March 19, 2024 9:30 AM

To: 'Tanya McConnell' < tmcconnell@avenirpbg.com >; mike.wonnell@jwcheatham.com

Cc: Motasem Al-Turk < MAlturk@pbcgov.org>

Subject: RE: Northlake field meeting for milling and paving MOT

Due to the high traffic volumes, the double lane closures is restricted to nighttime operation no matter the length of the lanes that are proposed to be closed.

Thank you.

Graciela M'Causland Chief Traffic Inspector Palm Beach County Engineering & Public Works Department Traffic Division 2300 N. Jog Rd. 3rd Floor West Palm Beach, FL 33411-2745

Office (561) 684-4030

From: Tanya McConnell < tmcconnell@avenirpbg.com>

Sent: Tuesday, March 19, 2024 9:23 AM

To: Graciela MCausland < GMCausla@pbcgov.org>; mike.wonnell@jwcheatham.com

Subject: Re: Northlake field meeting for milling and paving MOT

Aren't the double lane closures for 1000' at a time? Then it moves to the next 1000'? At no time would the entire road length be down to 1 lane?

Mike, how long to lay each 1000" of structural course?

Grace, it's hard to so the structural course at night. The elevations have to be as accurate as possible and that is just easier in the day. All final paving would be done at night since the structural course would have established the grades.

Tanya N. McConnell Senior Development Manager Avenir Development, LLC

tmcconnell@avenirPBG.com

561.818.3887

From: Graciela MCausland < GMCausla@pbcgov.org>

Date: Tuesday, March 19, 2024 at 9:05 AM

To: mike.wonnell@jwcheatham.com <mike.wonnell@jwcheatham.com>

Cc: Tanya McConnell <tmcconnell@avenirpbg.com>

Subject: RE: Northlake field meeting for milling and paving MOT

Mike

I discussed this with my director again. Double lane closures are for nighttime work only. Nighttime working hours are from 8:00 pm -5:00 am. The traffic volumes are too high for westbound traffic to have only one lane open during daytime hours.

Thank you.

Graciela M'Causland
Chief Traffic Inspector
Palm Beach County
Engineering & Public Works Department
Traffic Division
2300 N. Jog Rd. 3rd Floor
West Palm Beach, FL 33411-2745

Office (561) 684-4030

From: mike.wonnell@jwcheatham.com <mike.wonnell@jwcheatham.com>

Sent: Tuesday, March 19, 2024 9:03 AM

To: Graciela MCausland < GMCausla@pbcgov.org>

Cc: tmcconnell@avenirpbg.com

Subject: RE: Northlake field meeting for milling and paving MOT

Thank you.

As discussed, work will be isolated to 1000 LF at a time. Intersections and turn lanes will be completed at night. Once the closed lane has received the structural course it will be open to 3 lanes outside of working hours. Final paving will be completed at night. East bound will be completed at night.

From: Graciela MCausland < GMCausla@pbcgov.org>

Sent: Tuesday, March 19, 2024 8:54 AM To: mike.wonnell@jwcheatham.com Cc: tmcconnell@avenirpbg.com

Subject: RE: Northlake field meeting for milling and paving MOT

Good morning Mike,

As per our phone conversation, I will discuss the working hours with my director again.

Thank you.

Graciela M'Causland Chief Traffic Inspector Palm Beach County Engineering & Public Works Department Traffic Division 2300 N. Jog Rd. 3rd Floor West Palm Beach, FL 33411-2745

Office (561) 684-4030

From: mike.wonnell@jwcheatham.com <mike.wonnell@jwcheatham.com>

Sent: Tuesday, March 19, 2024 8:05 AM

To: Graciela MCausland < GMCausla@pbcgov.org>

Cc: tmcconnell@avenirpbg.com

Subject: Northlake field meeting for milling and paving MOT

Graciela,

I would like to set up a field meeting for the milling and paving of Northlake Blvd Phase 1 (RW52799-1022) during the daytime. We have an alternative method to do most of the work during the daytime. Today or tomorrow at your convenience.

Meeting place: Northlake Blvd. west bound in the closed lane just past Shoppes of Ibis.

Thank you, Michael Wonnell Project Manager J.W. Cheatham, LLC

Office: (561) 471-4100 ext:248

Cell: (561) 722-1424

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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:
 Friday, May 24, 2024 10:44 AM

 To:
 mike.wonnell@jwcheatham.com

 Cc:
 Nour Shehadeh; Muayad Mohammed

Subject: Northlake Ph II - Striping between Ibis & Shoppes of Ibis (EB)

Attachments: Revise Striping.pdf

Mike,

Here are the S&M Plans

Alberto T. Zuniga, P.E.



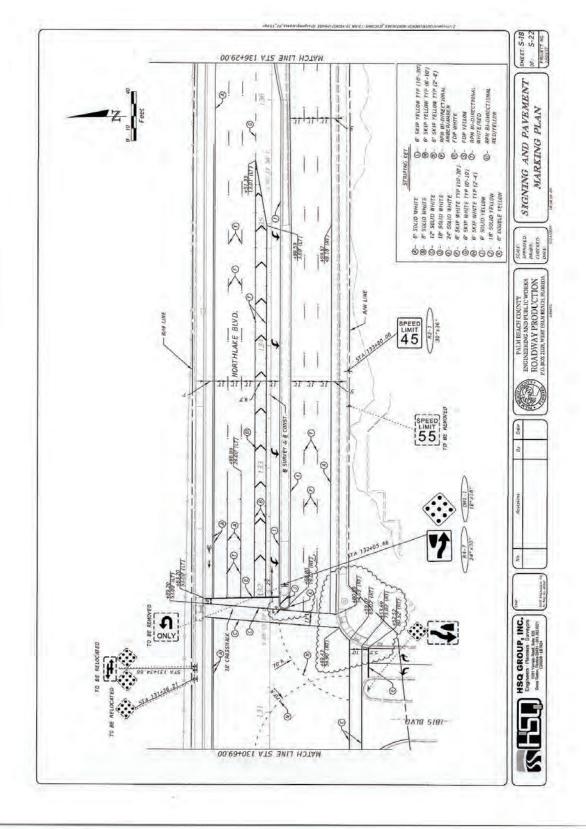
HSQ GROUP, INC.

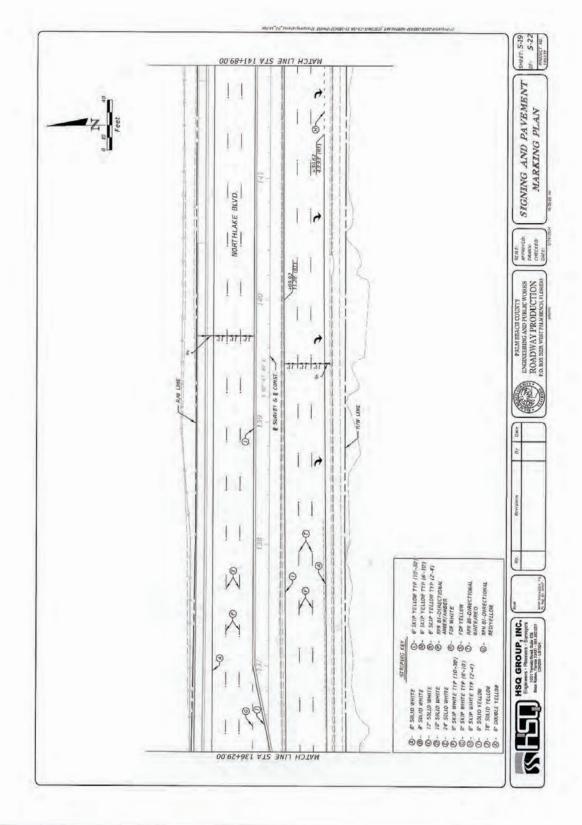
Engineers • Planners • Surveyors

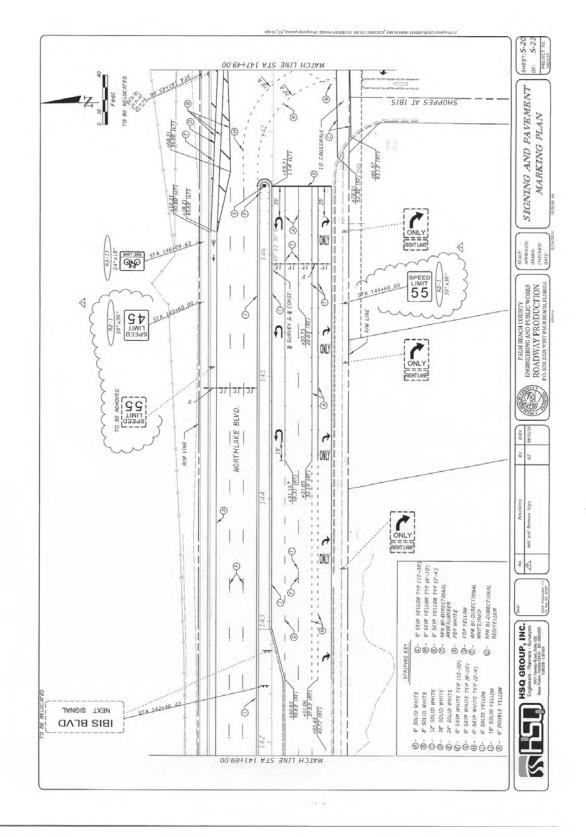
1001 Yamato Road, Suite 105 Boca Raton, Florida 33431

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

HSQgroupinc.com







CHAN	GE ORDER	NO 6	

"Permit m rthlake Blvd Ph. 1: Center island modifie Q Group dated 09/08/2024 sheet 18 of 6 rthlake Blvd Ph. 1: Irrigation valve repai rthlake Blvd Ph. 1: Non-Excavatable flo rthlake Blvd Ph. 1: Relocation of utility l	r wable fill for FPL pole extraction along t	Items" f the lane widths and plans by
clopment District A Burns Road Beach Gardens, FL 33410 Cheatham, LLC. Westport Place Palm Beach, FL 33413 Group, Inc. Yamato Road Raton, FL 33431 hlake Blvd Phase 1 (RW 52799-1022) The Contract is mod "Permit modeling Group dated 09/08/2024 sheet 18 of 6 orthlake Blvd Ph. 1: Irrigation valve repainthlake Blvd Ph. 1: Irrigation valve repainthlake Blvd Ph. 1: Relocation of utility lethlake Blvd Ph. 2: Reloc	Contractors Project #: Engineers Project No.: Construction Name: Construction Name: diffied as follows upon execution of this odifications, Plan changes, & Additional cation per Palm Beach County revision of 6" rewable fill for FPL pole extraction along the temperature of the property of the temperature of the t	220010 180437 Construction Contract (Roadway Improvements) Change Order: Items" f the lane widths and plans by
Westport Place Palm Beach, FL 33413 Group, Inc. Yamato Road Raton, FL 33431 hlake Blvd Phase 1 (RW 52799-1022) The Contract is mod "Permit modeling Group dated 09/08/2024 sheet 18 of 6 orthlake Blvd Ph. 1: Irrigation valve repainthlake Blvd Ph. 1: Non-Excavatable floothlake Blvd Ph. 1: Relocation of utility lethlake Blvd Ph. 2: Relocation of utility lethlake Blvd Ph	Project #: Engineers Project No.: Construction Name: Construction Name: Construction Name: Construction Name: Additional cation per Palm Beach County revision of 6" rewable fill for FPL pole extraction along to the cation of the cation for the cation of the cation per Palm Beach County revision per Palm	Construction Contract (Roadway Improvements) Change Order: Items" f the lane widths and plans by
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rthlake Blvd Ph. 1: Requested calendar of rthlake Blvd Ph. 1: Requested rain days V. Cheatham, LLC Change Order requested adway, signalization, & signing & mark recident report corresponding to the broke	st dated "09/18/2024" ing plans.	
E IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
inal Contract Price:	Original Contract Times	
\$6,030,109.36	Total Contract Days : Start Date : End Date :	365 Days 10/16/2023 10/15/2024
ously approved 0 to No. 5 :	[Increase] from previously approved Change Orders No. 0 to No. 5	
448,254.25	40	days
i	nal Contract Price: \$6,030,109.36 susly approved to No. 5:	nal Contract Price: S6,030,109.36 Total Contract Days: Start Date: End Date: [Increase] from previously approved On No. 5: [Increase] from previously approved Change Orders No. 0 to No. 5:

Owner: _____ Contractor:



Contract Price prior to this Change Order : \$6,478,363.61	Contract Times prior to this Char Total Contract Days : Start Date :	nge Order	
	End Date :	11/24/2024	
[Increase] of this Change Order :	[Increase] of this Change Order		
\$ 41,663.00		55 Days	
Contract Price incorporating the Change Order:	Contract Times with all the appro	oved change Orders :	
\$ 6,520,026.61	Total Contract Days : Start Date :	460 10/16/2023	Day
	End Date:	1/18/2025	
RECOMMEND BY AC	СЕРТЕО:	ACCEPTED:	
By: Alyan By	upm Cipulo	By Thomas P. Ur	m
	enir Community Development	Contractor:	
and current, and	rict ginia Cepero	J.W. Cheatham, LLC 7396 Westport Place	
and a Charles of the	irperson	West Palm Beach, FL 33413	
Date 9/24/2024 Da	10/7/24	Date: 9/24/2024	



Road Building & Earthmoving Contractors

September 24, 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 for the above referenced project :

- Center island modification per the Palm Beach County revision of the lane widths and plans by "HSQ Group dated 09/08/2024 sheet 18 of 66".
- Irrigation valve repair that was run over by Centerline Construction's front loader.
- Non-Excavatable flowable fill for FPL pole extraction along the north side of Northlake Blvd. between stations 303+30 & 277+10.
- · Relocation of Utility boxes per Avenir's request.
- Requested calendar days.
- · Requested rain days.



Road Building & Earthmoving Contractors

Attached:

- Roadway plan pages 18, 56, & 57 of 66
- Signalization plan pages T-6 of T-7
- Signing and pavement marking plan sheet S-10 of S-15
- · Accident Report corresponding to the broken valve.

Qualifications to this proposal are as follows:

- Engineering is not included.
- Permits are not included.
- 3. Utility relocation or adjustments are not included.
- 4. No item included unless specifically stated.

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

Sincerely, J.W. Cheatham, LLC

Michael Wonnell Project Manager

Change Order # 6

Avenir Community Development District

Northlake Blvd Phase 1

COST SUMMAR	RY
Description	Cost
мот	\$3,540
Roadway	\$19,119
Concrete	\$9,615
Asphalt	\$2,308
Striping & Signs	\$425
Other Items	\$6,655
Subtotal =	\$41,663
Project Grand Total =	\$41,663

	MAINTENCE OF TRAFFIC					
Pay Item Number	Description	Unit	Quantity	Unit Cost	Cost	
002	Maintenance of Traffic	LS	1	\$3,540.00	\$3,540.00	
					-	
				u il a company and it		
				Total =	\$3,540	

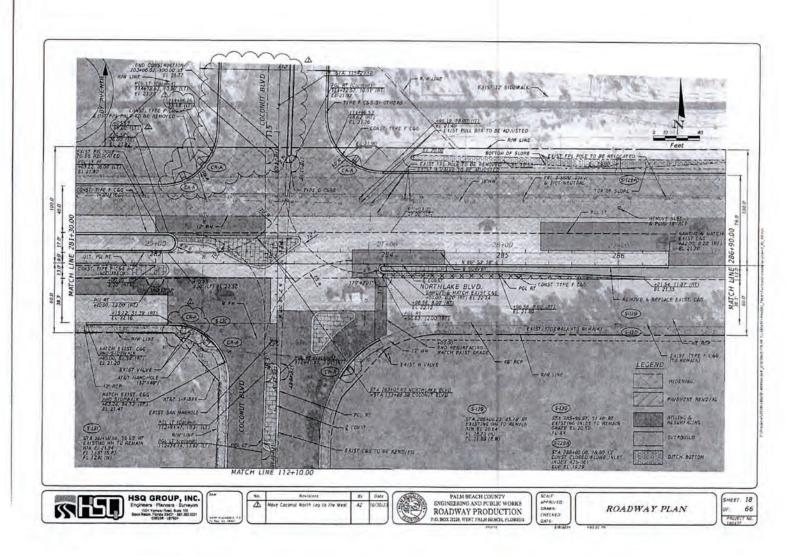
	ROADWAY				
Pay Item Number	Reconciled Line Items	Unit	Quantity	Unit Cost	Cost
004	Clearing & Grubbing	LS	1	\$4,550.00	\$4,550.00
005	Regular Excavation	SY	171	\$18.75	\$3,206.25
A 007	12" Compacted Subgrade	SY	194	\$3.00	\$582.00
800 A	OBG 13	SY	171	\$30.00	\$5,130.00
	Final Grading & Sod	LS	1	\$3,825.00	\$3,825.00
	Survey	LS	1.000	\$1,051.00	\$1,051.00
	Testing	LS	1.000	\$775.00	\$775.00
				Total =	\$19,119

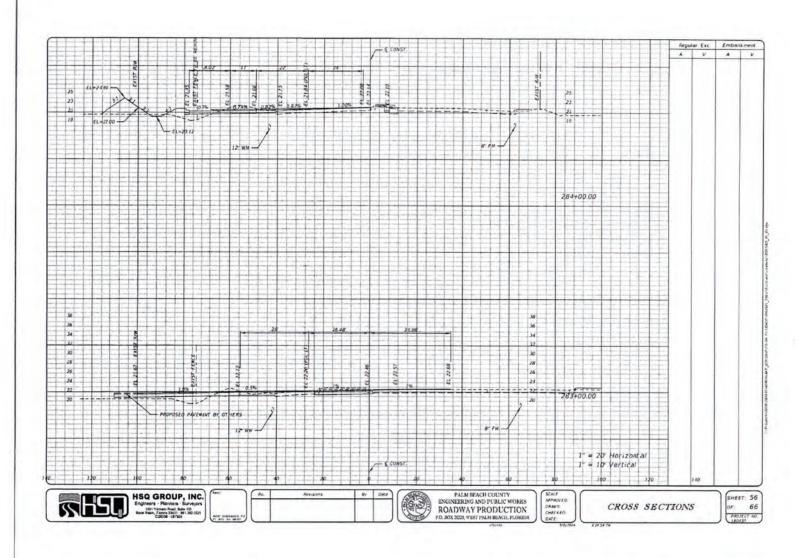
	CONCRETE				
Pay Item Number	Description	Unit	Quantity	Unit Cost	Cost
028	Concrete curb & Gutter Type F	LF	244	\$22.50	\$5,490.00
	Colored Stamped Concrete	SY	25	\$165.00	\$4,125.00
				Total =	\$9,615

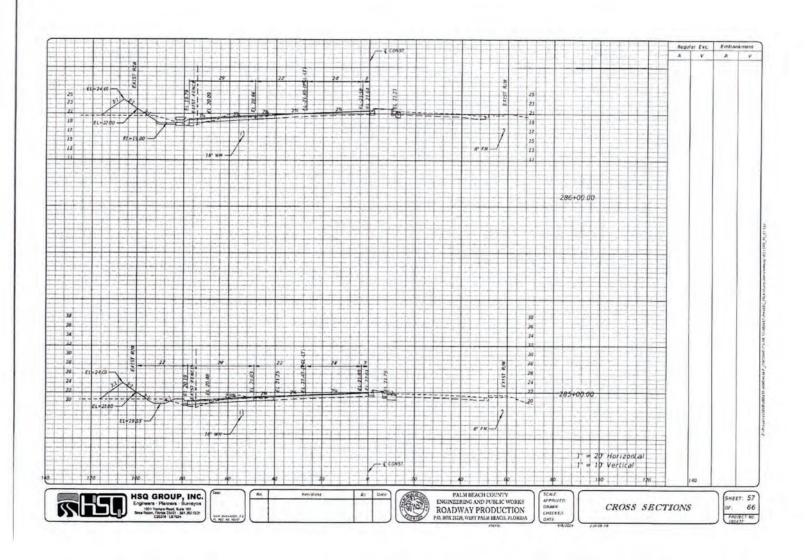
ASPHALT					
Pay Item Number	Description	Unit	Quantity	Unit Cost	Cost
010	Type SP Structural Course TLC 1.5"	TN	8	\$140.00	\$1,120.00
A 012	TypeFC 9.5 1"	TN	6	\$198.00	\$1,188.00
_			-		
				Total =	\$2,308

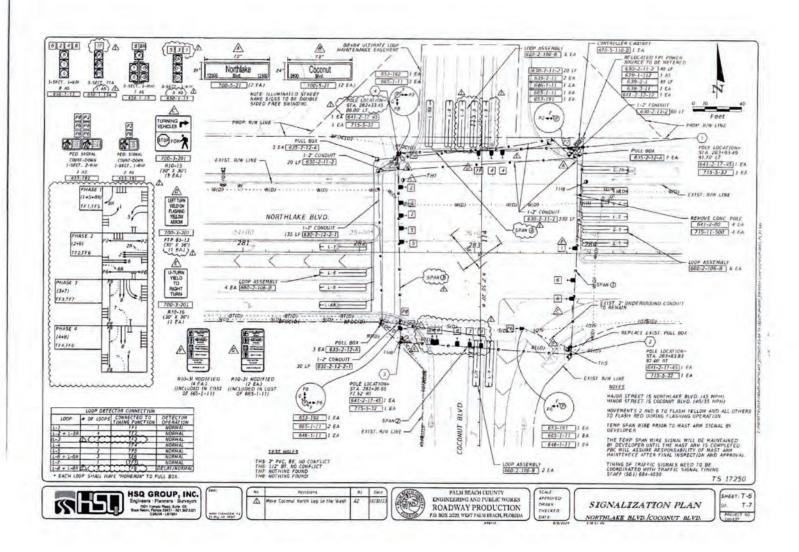
STRIPING AND SINAGE					
Pay Item Number	Description	Unit	Quantity	Unit Cost	Cost
B 002	Relocate Sign	EA	1.000	\$193.00	\$193.00
B 018	6 " Solid Yellow	NM	0.040	\$5,810.00	\$232.40
				Total =	\$425

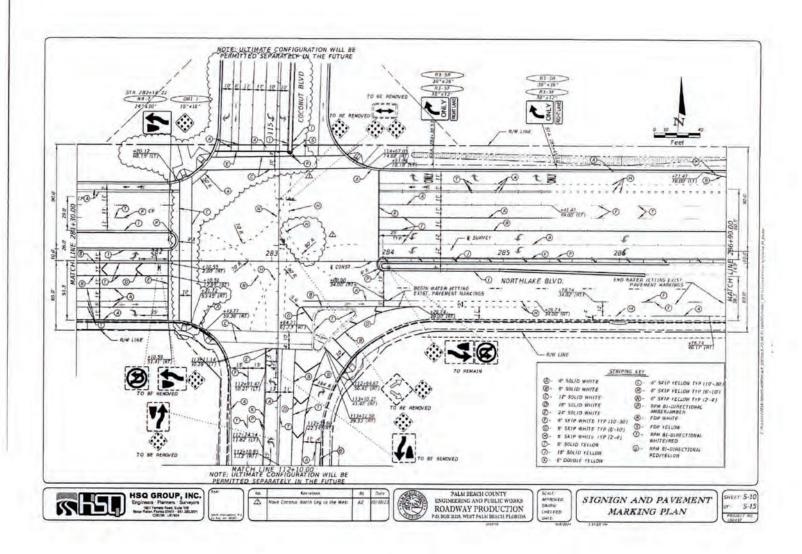
	ADDITIONAL ITEMS				
Pay Item Number	Description	Unit	Quantity	Unit Cost	Cost
	Flowable Fill for FPL Poles	CY	13.000	\$256.00	\$3,328.0
	Impact Valve Repair Bill	EA	1.000	\$627.00	\$627.00
	Relocate Utility Boxes	EA	10.000	\$270.00	\$2,700.00
	Requested rain Days	Day	25.000	7" 10 10 10	
	Requested calendar Days	Day	30.000		
			-	Total =	\$6,655











Accident Summary

Date: 3/12/2	2024		
Job Name:	NORTHLAKE PH	2	
Job Number:	220010		
Supervisor:	Gary Roberts		
Employee(s):			
Employee(s).	0.4		
Description:	Centerline loader	came onto our jobsite and ran over the i	rrigation box and valve 4 times.
The loader was o	arrying a pump and	fuel tank. Gary contacted Johnny Aguayone damage on 3/18/2024.	o and Johnny Maheu. A week later
Classify:	Preventable?	X Yes	No
Category:			
If preventable, by or row.	what means?	Do not drive through J.W. Cheatha	m, LLC's job site or through
Insurance Claim?	Possibly		No
Cost if Known:	\$627.00		
Remarks:			

mike.wonnell@jwcheatham.com

From:

Tanya McConnell <tmcconnell@avenirpbg.com>

Sent:

Monday, May 6, 2024 9:33 AM

To:

Carlos Ballbe; Keith OBrein; Todd Hamilton

Cc:

mike.wonnell@jwcheatham.com

Subject:

FW: NL P1 Accident Report (Irrigation Valve)

Attachments:

NL P1 Accident Report.pdf

Good morning.

Please see below. The County ROW is fully under the control of Cheatham along with the associated liability. Other contractors are not to be using it for any purpose without their express permission.

Tanya N. McConnell Senior Development Manager Avenir Development, LLC

tmcconnell@avenirPBG.com

561.818.3887

From: mike.wonnell@jwcheatham.com <mike.wonnell@jwcheatham.com>

Date: Monday, May 6, 2024 at 9:20 AM

To: Tanya McConnell <tmcconnell@avenirpbg.com>

Cc: 'Alberto Zuniga' <Alberto@hsqgroup.net>
Subject: NL P1 Accident Report (Irrigation Valve)

Tanya,

I have an issue with other contractors driving through our job site. Please see attached. Please have someone notify contractors within Avenir to not encroach in our ROW.

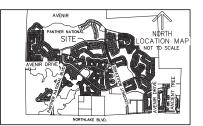
Thank you, Michael Wonnell Project Manager J.W. Cheatham, LLC

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.



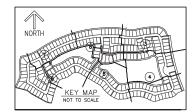


BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

> THIS INSTRUMENT PREPARED BY RONNIE L. FURNISS OF

CAULFIELD and WHEELER, INC.

SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591 SEPTEMBER 2024



STATE OF FLORIDA COUNTY OF PALM BEACH THIS PLAT WAS FILED FOR

JOSEPH ABRUZZO CLERK OF THE CIRCUIT COURT AND COMPTROLLER

SHEET 1 OF 11

DEDICATIONS AND RESERVATIONS.

KNOW ALL MEN BY THESE PRESENTS THAT AVENR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PUPPOSE COVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, OWNERS OF THE LOSSYMEN FERCEN AS TWENTER — POOL OT, SENIOR A FERTO TO A PORTION OF PARCEL A—1, AVENIR, AS RECORDED IN PLAT SOOK 127 PAGE 55, ALL OF THE PUBLIC RECORDS OF PAIM BEACH COUNTY, ELORIDA LYNIO, IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PAIM BEACH CARDED, FAIM BEACH COUNTY, FLORIDA, BERNIO MER FARTICLORAFY DESCRIBED AS FOLLOWS:

THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYNG IN SECTIONS & AND ID, TOWNSHIP 42 SOUTH, RANGE 41 EAST, GTY OF PALM BEACH CAMPER, PALM BEACH

CONTAINING 109.402 ACRES MORE OR LESS.

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

THE TOT "T", SO SHAW HEREAU, IS HERELY (EDUCATE TO ACSIS - FOU TO REGISTERIOD ASSOCIATION NG A LICED A COPPORTION NOT FOR PROPRINT TO SLOCES SOME MADE AND ACCESS. AND ASSOCIATION AND FOR SOME CASE OF ADMINISTRATION OF REAL PROPRIES. SAD TRACT SHALL BE THE PERFUTUAL MAINTENANCE RESPONSIBILITY OF SAD ASSOCIATION, ITS SUCCESSORS AND ASSOCIATION RECORDER TO THE OTHER OF ASSOCIATION AND ASSOCIATION ASSOC

2. TRACTS "RW", AND "RW", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROLDWAY, DIRANGE, UTILITY AND RELATED PRIPRISES, SAID TRACTS SHALL BE THE PERFETUAL MAINTENANCE ACROSS. THE CITY OF PAME BELON GARDENS THE CITY OF PAME BELON GARDENS THE CITY OF PAME BELON GARDENS THE CITY OF PAME BELON HEREBY DEDICATED IN PERFECTION TO TRACTS "RW", AND TRAC". AND TRACTS "RW", AND TRAC". AS SHOWN HEREON, IS HEREBY DEDICATED IN PERFECTION TO SEACOAST TO THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND MAINTENANCE OF MEET AND TRACTS THE ASSIGNATION CHERTION AND TRACTS THE ASSIGNATION OF THE ASSIGNAT

3. TRACTS "WI" AND "W2", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR MANTEMANCE ACCESS, STORM WAITER MANAGEMENT AND DRAWAGE PURPOSES AND SHALL BE THE PERFETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND SSAIL BE THE PERFETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF FAM BEACH CARDENS.

4. TRACTS "LM1" AND "LM2", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS TO THE ADJOINNOS STORM WATER MANAGEMENT TRACT FOR PURPOSES OF PERFORMING ANY AND ALL MANTENANCE AUGUSTANT TO THE MANNEANCE GUILLATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND HOLD RECOURSE TO THE CITY OF FALM ELGIC AGRADIANCE GUILLATION OF SAID AVENIR CANADATIVE PERFORMENT DISTRICT, THIS SUCCESSORS AND ADDITIONAL TO THE COUNTY OF FALM ELGIC AGRADIANCE COMMUNITY DEVELOPMENT DISTRICT, THE AND ADDITIONAL TO THE COUNTY OF TAXIM ELGIC AGRADIANCE COMMUNITY DEVELOPMENT DISTRICT, AND THE COUNTY OF TAXIM ELGIC AGRADIANCE COMMUNITY DEVELOPMENT DISTRICT, AND THE COUNTY OF TAXIM ELGIC AGRADIANCE COMMUNITY DEVELOPMENT DISTRICT, AND THE CITY OF TAXIM ELGIC AGRADIANCE COMMUNITY DEVELOPMENT DISTRICT, AND THE CITY OF TAXIM ELGIC AGRADIANCE COMMUNITY DEVELOPMENT DISTRICT, AND THE CITY OF TAXIM ELGIC AGRADIANCE COMMUNITY DEVELOPMENT DISTRICT, AND THE CITY OF TAXIM ELGIC AGRADIANCE COMMUNITY DEVELOPMENT DISTRICT, AND THE CITY OF TAXIM ELGIC AGRADIANCE COMMUNITY DEVELOPMENT DISTRICT, AND THE CITY OF TAXIM ELGIC AGRADIANCE COMMUNITY DEVELOPMENT DISTRICT, AND THE CITY OF TAXIM ELGIC AGRADIANCE COMMUNITY DEVELOPMENT DISTRICT, AND THE CITY OF TAXIM ELGIC AGRADIANCE COMMUNITY DEVELOPMENT DISTRICT, AND THE CITY OF THE CITY O

S. IRBERT "PARK 1, P. JAP JAP "FARK 22", "PARK 26", "NOT "TARK 3", "AS SHOWN HERSON, ARE HEEST SELECTED TO "AVERE. P. POR INCREMENTATION OF THE PARK AND RECORDANCE AND ASSOCIATION, INC. A CHRONIC AND ASSOCIATION, INC. A CHRONIC AND RECORDANCE LINES THEREIN, AND RECORDANCE LINES THEREIN, AND RECORDANCE LINES THEREIN, AND RECORDANCE COLUMN AND ASSOCIATION, THE COLUMN OF THE PARK AND RECORDANCE LINES THEREIN, AND RECORDANCE COLUMN AND ASSOCIATION, THE COLUMN OF THE PARK AND ASSOCIATION, THE COLUMN OF THE PARK AND ASSOCIATION, THE PARK AND ASSOCIATION, THE RECORD ASSOCIATION, THE SUCCESSION AND ASSOCIATION, THE RECORD ASSOCIATION, THE SUCCESSION AND ASSOCIATION THE RECORDS OF THE OF "PALM ASSOCIATION, THE PARK AND ASSOCIATION, THE PARK AND

6. TRACTS TO-1" THROUGH TO-25" INCLUSIE, AS SHOWN HEREON, ARE HEREON EDICATED TO ANDER P. OD 10 HIGHWROOD ASSOCIATION, HIGH SUCCESSION AND ASSOCIATION, FOR POPE PAPEL, HORSOCHING, STOWNING, MAILBON MODE, PRANACE AND UTILITY PURPOSES, AND FOR ACCESS TO THE ALXADING STOWN MATER MANACEMENT THROUGH COMMENT EXCLORED DETERMINED THE PROPERTY OF PERFORMANCE AND ASSOCIATION, IN SUCCESSION ASSOCIATION, ASSOCIATION

7. TRACT "0-30" AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR — POO 10 NEIGHBORHOOD ASSOCIATION, INC, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, LANDSCAPING, SIDEWALKS, PARIONG, AND OTHERS STRUCTURES, AND DRAWNER AND UTILITY PURPOSES OUTSIDE THOSE AREAS EXPORTED THE PROPERTY AND EXPORTED THE PROPERTY AND AVENIR — POO 10 NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SECONS UTILITY AUTHORITY OF THE OUT OF PARIE BECKET ORDIGINAL TO ARROW TO THE PROPERTY OF ARROWS TO THE PARIE BECKET.

8. TRACTS "PRET", AND "REEZ", AS SHOWN HEEDIN, ARE HERREY DEDICATED TO ARDINE COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PRIVILE ACCESS, SHEEPINE, REAMANE, LIGHTON AND UTILITY PROFESS. SAN TRACTS ENCURBERED BY SAN ROADWAY REASONS, SHEEPINE ACCESSORS AND ASSIGNS, WITHOUT RECOURSET ON IE. CITY OF PAUM BEACH GARDINS.

9. THE UTILITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "LIE", ARE HERBBY DEDICATED IN PERPETUITY TO ALL COVERNMENTAL ENTITIES AND PUBLIC DITLINES TO INSTALL, OPPRATE AND MAINTAIN THEM RESPECTIVE PACLIFIES SIGHL UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR A COMPANY, ITS SUCCESSORS AND ASSIGNS. THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPPRATION OF CABLE TELEVISION SERVICES SHALL NOT INTERFER WITH THE FACILITES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, IN THE EVENT A CABLE TELEVISION CONSTRUCTION, RESTALLATION, MAINTENANCE AND PERPETUAL WANTE TO A CABLE TELEVISION OF A CONSTRUCTION, RESTALLATION, MAINTENANCE AND OPPRATION SHALL CORRESPONDED LECTRIC SHAPT CODE AS ADOPTED BY THE ROOFINE APPUBLIC SERVICE COMMISSION. LANDS ENCOMERED BY SUCH EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WHICH THE CONTROL OF THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WHICH THE CONTROL AND OWNER, WHICH THE CONTROL AND OWNER, WHICH THE CONTROL ADDRESS OF THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WHICH THE CONTROL ADDRESS OF THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WHICH THE CONTROL ADDRESS OF THE CONTROL OF THE CONTROL OWNER.

10. THE SEACHED UTBLIT AUTHORITY EASTHRITE AS SHOWN HEREON, AND DESONATED AS SHARE ARE HEREBY REDUCTED IN PREPERTURY TO SEACHEST HOUSE WHITHORY ITS SUCCESSORS AND ASSORDS FOR THE MISTALLIAND, OPERATION, AND MAINTENANCE OF WAITE AND SEWER FAULTES. LANDS BROUMBERED BY SAID EASTHRITE SHALL BE THE PERFETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECOURSE TO SEACHORS ITUITIVE AUTHORITY OR THE GITY OF PAUR BEACH AGENCIES.

11. DRAINAGE EASEMENT, AS SHOWN HEREON, AND DESIGNATED AS "DE", IS HEREBY DEDICATED TO AVENIR — POO 10 NEIGHBORHOOD ASSOCIATION, NIC, A F, DORIDA CORPORATION NOT FOR PROPRT, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF YARD REMANDES AND UNITIES AND FOR PROPROSES OF PERFORMEN ANY AND ALL MAINTENANCE ACTIVITIES PURPOSENT TO THE MAINTENANCE COBLIZATIONS THEREOF, AND ARE THE PERPETUAL OBLICATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PAUM ERCHOL CARDION.

12. THE LANDSCAPE BUFFER EASEMENTS, AS SHOWN HEREON, AND DESIGNATED AS "LBE" ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENDMEMBED BY SAID EASEMENTS SHALL BE THE PERFETUAL AMAZENANCE REPOSSBELLY OF THE OWNERS THEREOF, THERE SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF FAUM BEACH GARDENS. STRUCTURES MAY BE PERMITTED WITHIN THE LANDSCAPE BUFFER EASEMENTS AS APPROVED OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF FAUM BEACH GARDENS.

13. THE DESCRIPTY ACCESS LASURET, AS SHOWN HEREON AND DESCRIPTOR AS TAKE IS HEREN RESCARDE TO THE CITY OF PAUL BECCH LORDING FOR FEDERISMA MO LEMPROPRY DESCRIPTOR AS TO SET ACCESSES OF MORRORMEN AND EXCURSION OF SHOR LOSSESS OF THE PROPERMISMA. LANGE SCHUMBERD BY SHO LOSSESS HE MAD ASSESS. SHOWN THE PROPERMISMAN AND EXCURSIONS AND ASSESS. WHICH THE PROPERMISMAN AND EXCURSIONS AND ASSESS.

INFORMATIONAL NOTE: THE FOLLOMING RELATES TO ROADWAYS WITHIN AVENIF WHICH ARE LOCATED OUTSIDE OF THIS PLAT BUT MAY PROMDE ACCESS TO THE REPORTERY WITHIN THIS PLAT. AVENIF ROWE (AV/A) SPIKE ROAD, 4, 5A/58, AND 7 ON THE AVENIF PCO MASTER PLAN), OCCOUNT BULLEY AVENIF ROW MASTER PLAN) ARE DECOMINED AVENIF ROW MASTER PLAN) ARE DECOMINED, THE AVENIF ROW MASTER PLAN) ARE DECOMINED. AND AVENIF ROW MASTER PLAN) ARE DECOMINED AVENIFIED AV

AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

WTNESS: ____ PRINT NAME: BY: MANUEL M. WATO WITNESS: ____ PRINT NAME:

AVENIR DEVELOPMENT, LLC. A FLORIDA LIMITED LIABILITY COMPANY. ACKNOWLEDGEMENT:

WITNESS MY HAND AND OFFICIAL SEAL	. THIS DAY OF 202
MY COMMISSION EXPIRES:	
	NOTARY PUBLIC
COMMISSION NUMBER:	PRINT NAME



I, THROUGH THE OWNAME, LEGG. AS DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO INTRODUCTION OF THE THE THE FOR THE OWNER AS A STATE OF FLORIDA, DO INTRODUCTION OF THE THE TO THE PROPERTY IS VISITED IN AVAILABLE DESIGNATION OF THE OWNER AND AND A CHARGE OWNER OF THE OWNER TO STRETCH A LOCAL UNIT OF SECULOR PURPOSES COVERNMENT ESTREAMENT DEFINED AT THE OWNER TO STRETCH A LOCAL UNIT OF SECULOR PURPOSES COVERNMENT ESTREAMENT DEFINED AT THE OWNER THE OWNER OWNER OWNER. THE OWNER OWN

DATED: _____ TYRONE T. BONGARD, ESQ.

ATTORNEY AT LAW
FLORIDA BAR #649295
FOR THE FIRM OF GUNSTER, YOAKLEY & STEWART, P.A.

SURVEY NOTES:

IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCES EASEMENTS SHALL HAVE THISD PRIORITY, AND LIGHTER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.

2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PALM BEACH GARDENS

NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASSMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCOACHMENTS.

BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 20"31"16" EAST ALONG THE EAST LINE OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

5. LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS SHOWN OTHERWISE.

"NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC

ALL INSTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

SURVEYOR'S CERTIFICATE:

HIS IS TO SOTITE THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT
REPRESENTATION OF A SURVEY MADE HORDER WY RESPONSIBLE DEECTION AND SUPERVISION,
THAT AND SURVEY IS ACCURATE TO THE EST OF TWY HOMBEDES AND BELLET: THAT
FERMANDER RETERIENCE MOUMENTS (P.R.M.S) ACCORDING TO SEC. 177.09(7), F.S. HAVE
WILL BE PLACED AS REQUIRED BY A MAD THAT MOMBERS AND FROM SHOWN HOME AND
POST OF THE PLAN AND THAT MOMBERS POSTED WITH THE CITY OF PAM
BRACH GARDERS OFF THE REQUIREMENTS OF CHAPTER 177, PAMT I, PLATTING,
FLORIDS STATUTES, AS AMENDED.

D:	
	RONNIE L. FURNISS PROFESSIONAL SURVEYOR MAPPER #62 STATE OF FLORIDA
	OALUSED AND WIFEED IN

CAULFIELD AND WHEELER, INC SURVEYORS - ENGINEERS - PLANNERS 7900 GLADES ROAD, SUITE 100 BOCA RATON, FLORIDA 33434 (561)392-1991 CERTIFICATION OF AUTHORIZATION NO. LB 3591

SURVEYOR

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY RONNIE L. FURNISS OF

CAULFIELD and WHEELER, INC.

SURVEYORS - ENGINEERS - PLANNERS 7900 GLADES ROAD, SUITE 100 BOCA RATON, FLORIDA 33434 - (561)392-1991 CERTIFICATE OF AUTHORIZATION NO. LB3591 SEPTEMBER 2024 TABULAR DATA:
ZONING: MIXED USE PLANNED UNIT DEVELOPMENT
FUTURE LAND USE DESIGNATION: MIXED USE 59.063 16.101 0.166 0.076 0.536 0.433 0.767 0.273 0.145 0.333 0.752 14.090 TRACT RW2 TRACT RBE1 TRACT RBE2 TRACT PARK 1 TRACT PARK 28 TRACT PARK 26 TRACT PARK 20 TRACT LM1 2.378 TRACT W2
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SHEET 2 OF 11

AV BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY

AV BROADBAILD, LLC, A FLORIDA LIMITED LIBELITY COMPANY, HEREBY ACCEPTS THE DEDICATION OF THE COMMUNICATIONS EASEMENTS SHOWN HEREON, WHICH EASEMENTS SHALL COMMUNICATION ASSESSMENTS SHOWN HEREON, WHICH EASEMENTS SHALL COMMUNICATIONS EASEMENT AGREEMENT RECORDED TO PRIJAL RECORDES BOOK 2944, PAGE 525, OF THE PUBLIC RECORDS OF PAUM BEACH COUNTY, FLORIDA (THE COMMUNICATIONS EASEMENT) EASEMENTS SHOWN HEREON, AV BROADBAILL, C. A FLORIDA JUMED LIBELITY COMMUNICATIONS SHOWN HEREON, AV BROADBAILL, C. A FLORIDA JUMED LIBELITY COMMUNICATIONS FROM THE TEMPORATEY IN THE PACE.

WITNESS:	BY:
	TITLE-
WITNESS:	IIICE.
WHEOG.	

AV BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY: ACKNOWLEDGEMENT:

STATE OF FLORIDA) COUNTY OF MIAMI-DADE)

THE FORECOIND INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTAREZATION, THIS OF BEHAVIOR OF THE STATE OF THE STATE

WITNESS MY HAND	AND	OFFICIAL	SEAL	THIS		DAY	OF	 2024
MY COMMISSION EX	(PIRE	S:			NOTARY	PURI	ıc	
					110171111			

PRINT NAME

AVENIR	COMMUNITY	DEVELOPMENT	DISTRICT
STATE OF F	LORIDA)		
COLINTY OF	MIAMI_DADE)		

AVENIR COMMUNITY DEVELOPMENT DISTRICT

PRINT NAME	BY: VIRGINIA CEPERO
	CHAIRMAN

AVENIR COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGEMENT: STATE OF FLORIDA) COUNTY OF MINAM-DADE)

THE FOREGONG INSTRUMENT WAS ADMINIBLED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR 20 DUBLING MOTHERATION, THIS MOTHER DAY OF PHYSICAL PRESENCE OR 20 DUBLING MOTHERATION, THIS DAY OF THE BOAY OF SUPERVISORS OF THE AVENTS COMMANT DEVELOPMENT INSTRUCT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTRABLISHED PURSUANT TO CHAPTER 100, FLORIDS STATUTES, ON BEHALF OF THE AVENTS COMMANTED VELOPMENT DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED.

AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS DA	Y 0F	2024
MY COMMISSION EXPIRES:	NOTARY PUBLIC	-
	NOTART FORLIC	

AVENIR	_	POD	10	NEIG	HBO	RHOO	D AS	SOCIA	TION,	INC,	Α
FLORIDA	CC	RPOR	4OITA	I NO.	T FOI	R PR	OFIT.				
IN WITNESS											
INC, A FLOR ASSOCIATION											
SAME AS ST											UK
PRESIDENT /											

	AVENIR - POD 10 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORAT NOT FOR PROFIT.
WITNESS:	BY: MANUEL M. MATO
WITNESS:	PRESIDENT

AVENIR — POD 10 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT: ACKNOWLEDGEMENT: STATE OF FLORIDA;

THE FORECOMO INSTRUMENT WAS ACKNOWNEDDED BEFORE ME BY MEMS OF PHYSICAL PRESENCE OR OWNER WORKERATION, THIS DAY OF AREAS OF THE PROPERTY OF THE

WITNESS MY HAND AND OFFICIAL SEA	L THIS, DAY OF, 2024.
MY COMMISSION EXPIRES:	NOTARY PUBLIC
COMMISSION NUMBER:	PRINT NAME

CITY OF	PALM	BEACH	GARDENS	APPROVAL	OF	PLAT:
STATE OF FL COUNTY OF		CH)				

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS DAY OF 2024.
BY: CHELSEA REED MAYOR
ATTEST:
THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS DAY OF

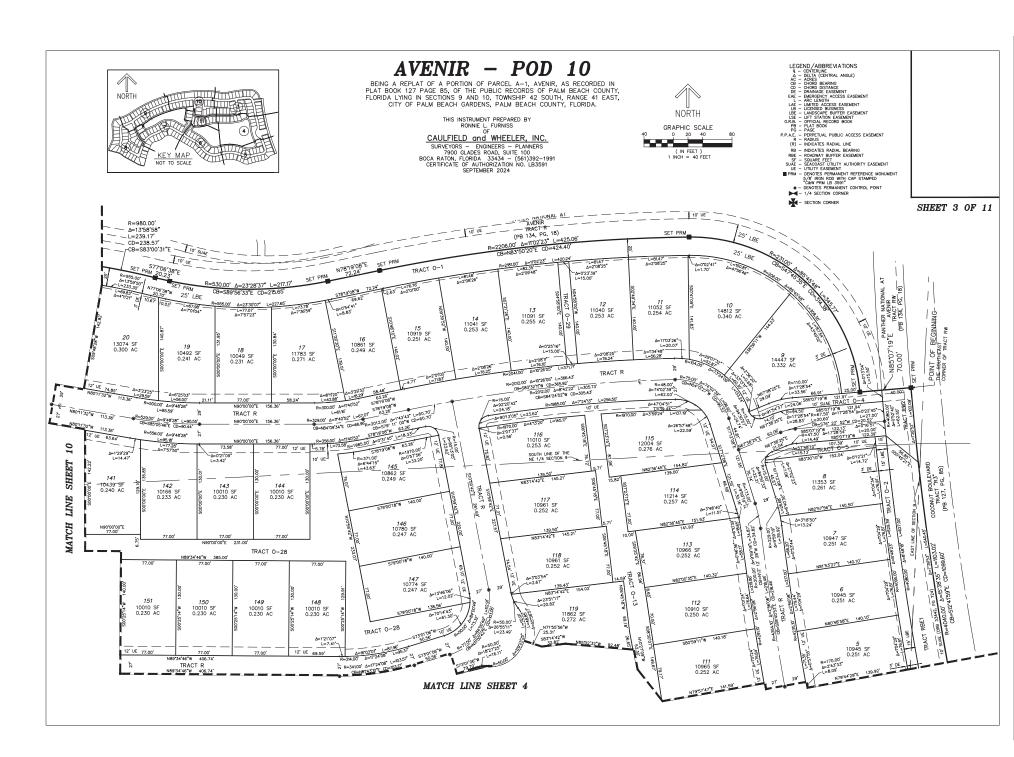
BY:	
D1:	TODD ENGLE, P.E.
	CITY ENGINEER

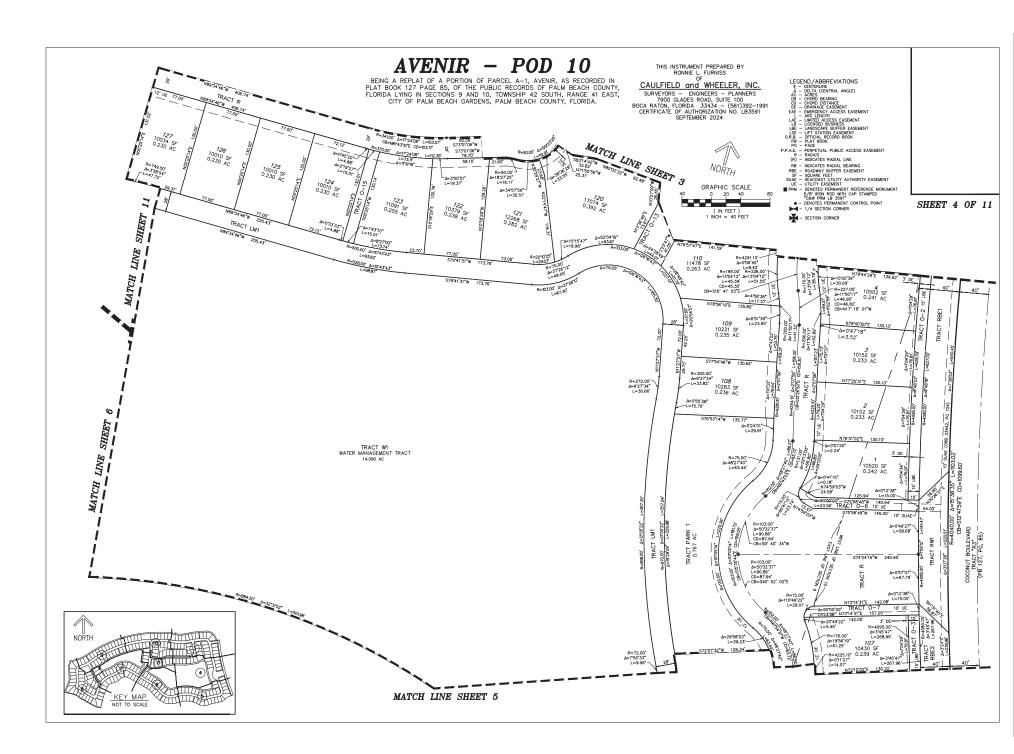
CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:
THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER
177.08(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF PAUM
BEACH CARDENS. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA
OR THE FIELD VERIFICATION OF MOMENTS AT LOT CORNERS.

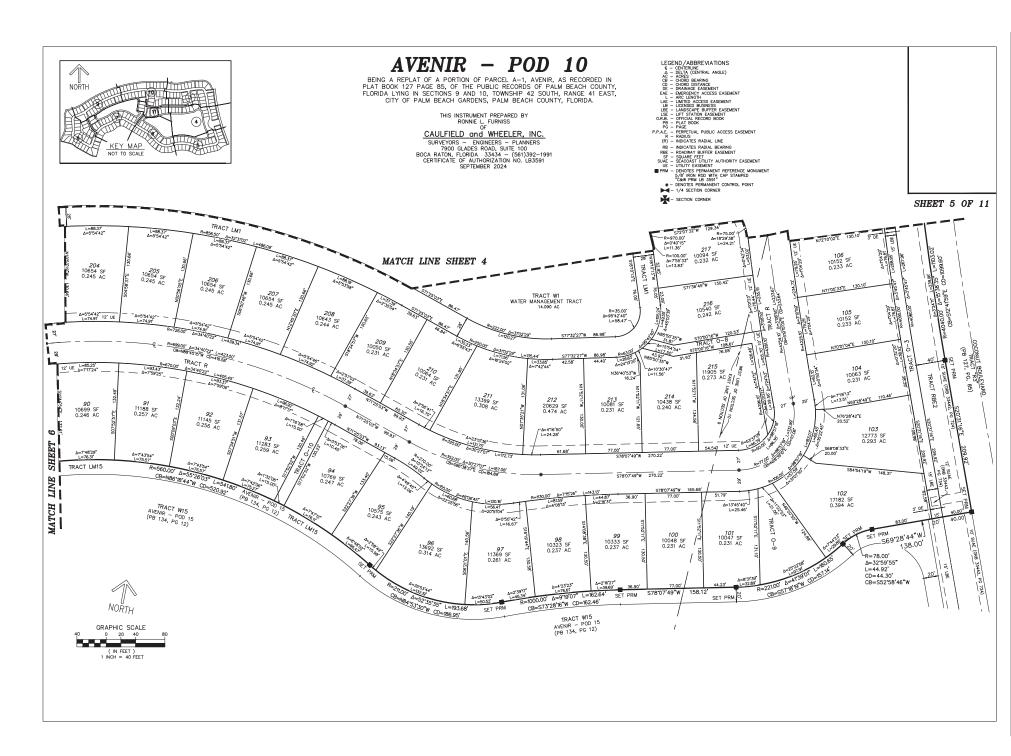
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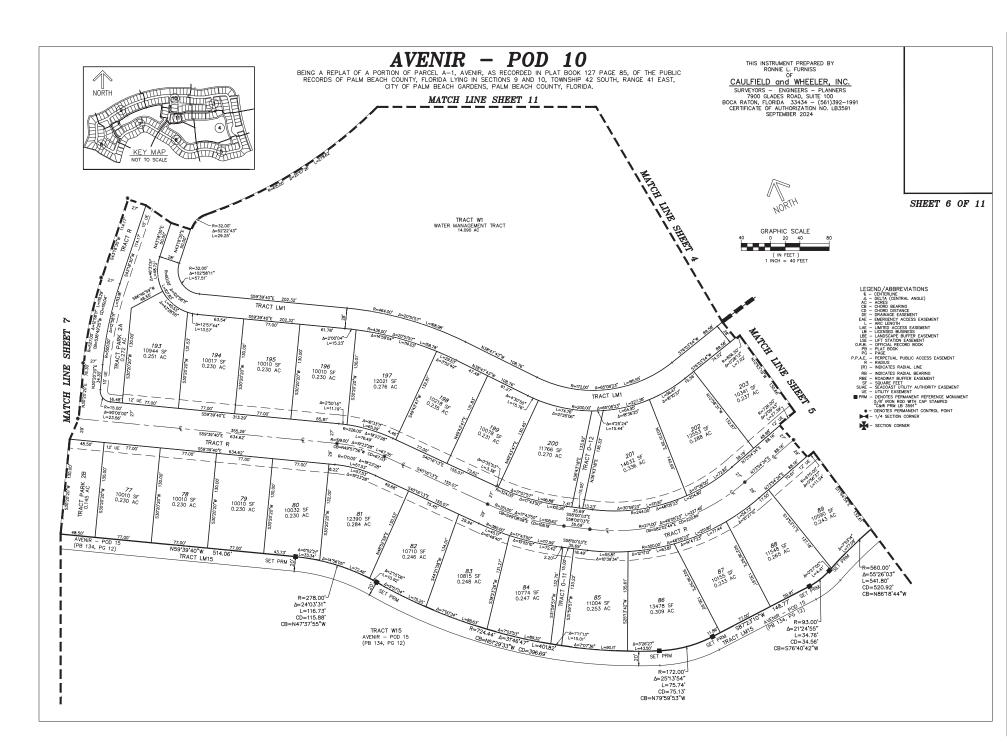
PROFESSIONA	L SU	RVEYOR	AND	MAPPER
STATE OF FL	ORID/	1		
CERTIFICATE	NO			

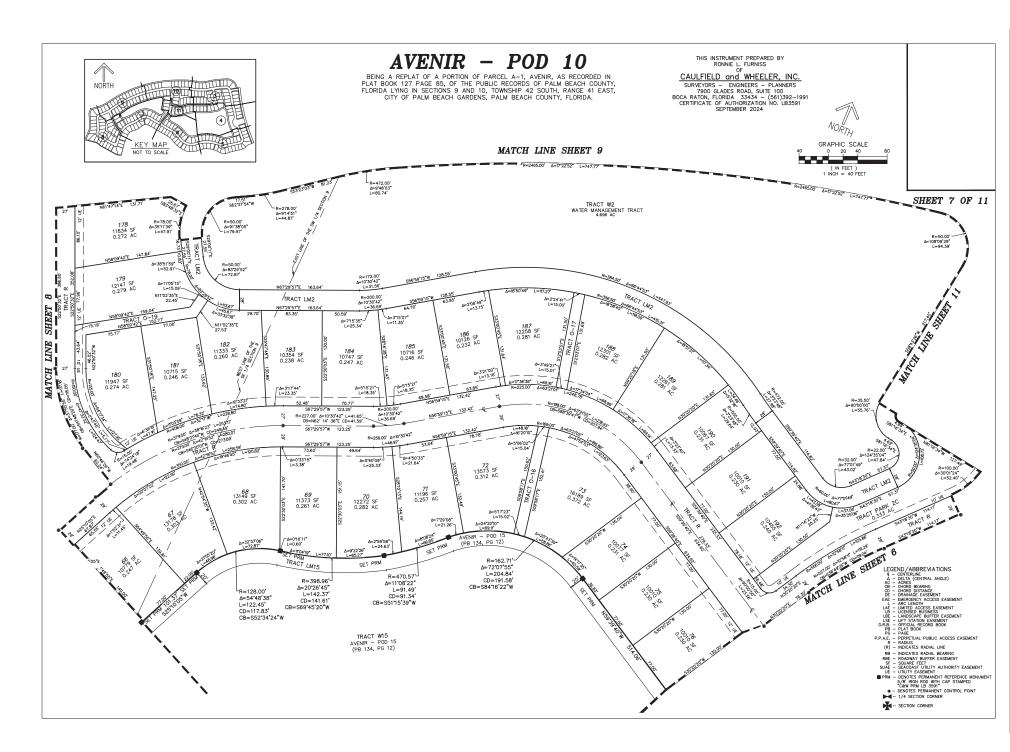


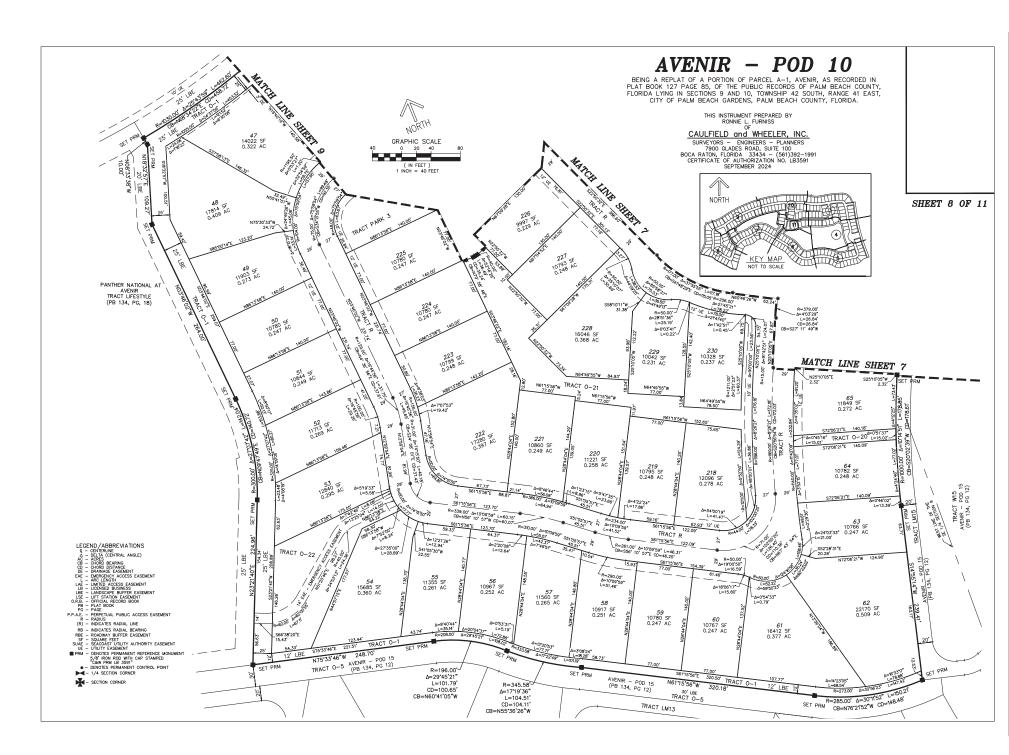


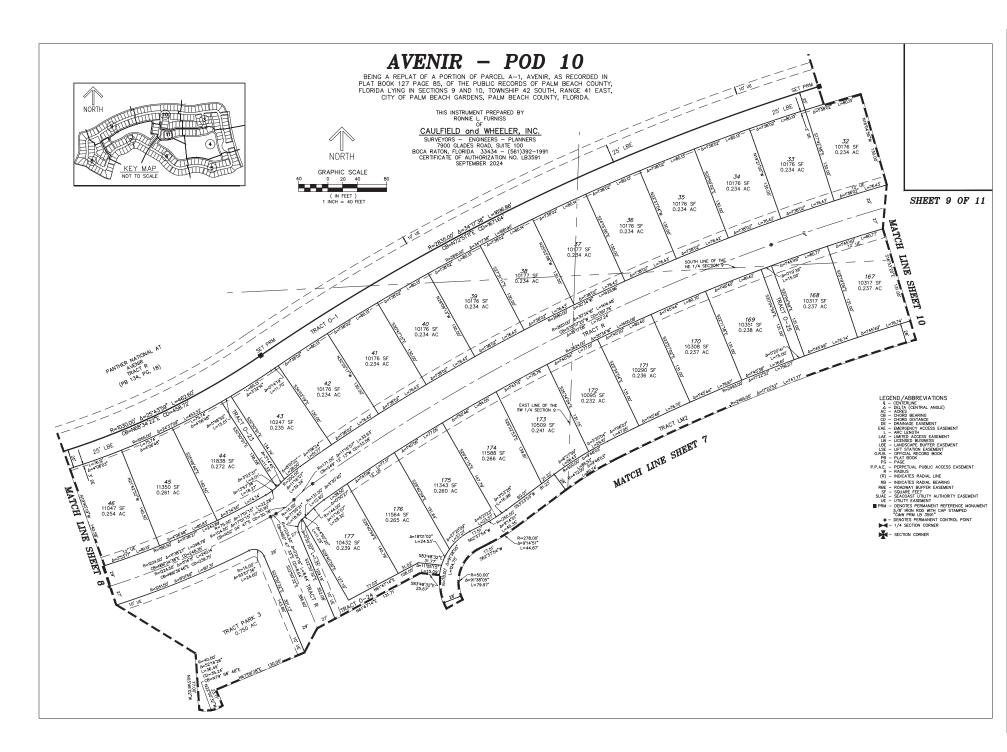


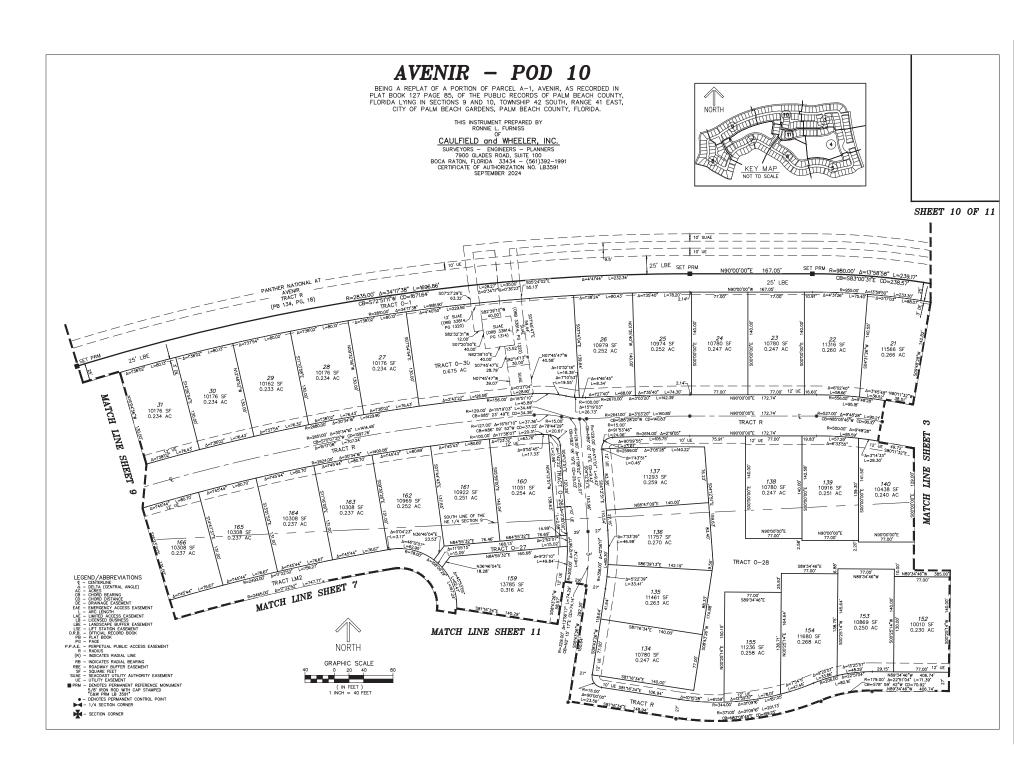












NORTH KEY MAP NOT TO SCALE

MATCH

AVENIR - POD 10

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY RONNIE L. FURNISS

CAULFIELD and WHEELER, INC.

SURVEYORS — ENGINEERS — PLANNERS
7900 GLADES ROAD, SUITE 100

BOCA RATON, FLORIAD 3344 — (561392—1991

CERTIFICATE OF AUTHORIZATION NO. L63591

SEPTEMBER 2024

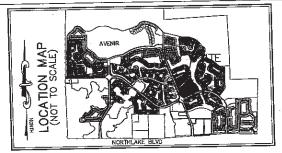
NORTH 158 10790 SF 0.248 AC LINE SHEET GRAPHIC SCALE (IN FEET) 1 INCH = 40 FEET MATCH LINE SHEET 10 *157* 10780 SF 0.247 AC TRACT R N89'34'46"W 406.74' LEGEND/ABBREWATIONS

4 - CENTERIE
A - DETA (CENTEAL ANGLE)
CO - DETA (CENTEAL ANGLE)
CO - OUGD BEARNG
LE - ULCHSEN BEARLENT
LE - ULCHSEN BUSINESS
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OFFICIAL RECORD BUSINESS
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CO - PAGE - OUGD BUSINESS
PAGE - SECONDAL BEARNG
RE - ARGAWAY BUFIER EASEMIST
SIAE - SECONDAL ULTIP AUTHORITY EASEMIST
SIAE - SECONDAL ULTIP AUTHORITY EASEMIST
LE - ULTIP FASSEMIST EFERMALENT
LE - ULTIP FASSEMIST EFERMALENT
LE - ULTIP FASSEMIST EFERMALENT CONTROL POINT

1 - OEKNIES PERMANENT CONTROL POINT

1 - SECTION CORNER L=2*48*16" L=19.58* *156* 10853 SF 0.249 AC 129 12737 SF 0.292 AC 10419 SF 0.239 AC SHEET 133 14336 SF 0.329 AC 132 14654 SF 0.336 AC 131 12990 SF 0.298 AC LINE S63'59'02"E(R) TRACT LM1 MATCH _N00"40"50"E 27.59" TRACT W1 WATER MANAGEMENT TRACT 14.090 AC MATCH LINE SHEET 6

SHEET 11 OF 11



BEING A REPLAT OF A PORTION OF PARCEL A-2, TOCETHER WITH ALL OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOCETHER WITH A PORTION OF TRACT REE4, AVENIR - POD 9, AS RECORDED IN PLAT BOOK 133 PAGE 140, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LING IN SECTIONS 10 AND 15, TOWNSHP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY RONNEL L FURNISS

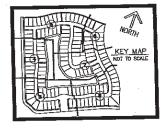
GENERAL PROPARED BY RONNEL L FURNISS

SURVEYORS — ENGINEERS — PLANNERS
7900 GLADES ROAD, SUITE 100

EOCA RATON, FLORIA 3324 — (S61)5022—1901

CERTIFICATE OF AUTHORIZATION NO. 123391

SPITEMBER 2024



STATE OF FLORIDA
COUNTY OF PALM BEACH
THES PLAT HAS PILED FOR
RESORD AT
THIS
ALL 2024 AND DULY RECORDED
H PLAT SOOK
PAGES THROUGH ON

JUSEPH ABRILIZZO CLENK-OF THE CIRCUIT COURT AND COMPTROLLER

DEPUTY CLERK

SHEET 1 OF 8



DEDICATIONS AND RESERVATIONS:

NOTE ALL DIS TO THOSE PROSENTS THAT ANGER DEPOISABILITIES, A ROPAD LINED LIBERTY COMPANY, AND ARRIVE COMMUNITY EXPELICATION TO THE ALL DIS TO THOSE PROSENT PRATECULAR DEPOISABILITY COMPANY, AND ARRIVE COMMUNITY EXPELICATION AND ARRIVED ARRIVED AND ARRIVED ARRIVED AND ARRIVED ARRIVED ARRIVED AND ARRIVED ARRIVED AND ARRIVED ARRIVED ARRIVED AND ARRIVED ARRIVE

THE PURIL RECORDS OF PAIN SECUL COUNTY, FURTH, AS PAIN MORE PROFESS AS RESERVED IN PAIN SECUL COUNTY, FURTH, AS INSIN MORE PARTICLES AS TRUCKS.

SESSIONED AT THE SOUTHWEST COUNTY, FURTH, ASSISTANCE OF THE ASSIS

have caused the same to be surveyed and platted, as shown redeem, and do redeem dedicate as follows:

T. THACT TO JAIS SHOWN HEREN, IN HEREN GENERATED TO ARRIVE — FOO IN MEDISOROUM ASSOCIATION, INC. ITS SUCCESSORS AND ASSOCIATION, FOR FRANKE ACCESS, ROUMAN, PROPRIOR, SERROLL, CHARACTER, STOMAN, PROPRIOR, SERROLL, CHARACTER, CHARACT

REACTIONALITY OF THE CHARACTERS AND RESIDENCE OF REACHEST OF THE AGENCY CONCENTRATION OF THE CHARACTERS AND ASSOCIATION OF THE CHARACTERS AND RESIDENCE OF THE CHARACTERS AND THE CHARAC

TRACT "W", AS SHORN REPORT, IS REPORT DESIGNATED TO AVENIR COMMUNITY DEVELOPMENT INSTRUCT, OS SUCCESSORS, AND ASSIGNS, FOR MANIFEMENT, STORN WATER MANAGEMENT AND DRAINAGE PRINCIPAL SHOT SHALL BE THE PROPERTY, MANIFEMENT, OR SHALL AND OR SHALL AND ASSIGNATION OF SHALL AND ASSIGNATION

4. TRACT THE AS SHOWN RETEXT IN RETEXT DESIGNATION TO AMORE COMMUNITY DIRECTIONS TO STREET, ITS SUCCESSIONS AND ASSISTANT, FOR ACCESS TO THE ADMINISTRATION OF AN ADMINISTRATION OF A MANIFORMED PROPERTY THAT THE MANIFORMED AND ADMINISTRATION OF A MANIFORMED PROPERTY OF A

S. TRACTS "PARK 1", "PARK 2" AND "PARK 1" AS SHORM NETERM, ARE MERETY DEDICATED TO ANDRE — POD 11 NEISHBORHOOD ASSIDANCH, RIG SUCCESSIAS AND ASSIDER, FOR OPEN SPACE, URL, NOOR, PARKINE, MHK, PLANDSOND, STERRANS AND RECENTIONAL PROPERTY, AUGUSTICS, CONSTRUCTION, MANIFEMANE, RAPAL, RAPAL COUNTY, TO PARKINGE, USES TRIBBER, AND ARE REPORTED, MANIFEMANE ORGANIZATION OF SA ASSISTATION, TO SUCCESSION AND ASSISTANCE WITHIN TRACTICES TO THE CITY OF PARM SEARCH GARDENS.

E. TRACTE "O.". TROUTE TO-10", BICLISSE, AS SHOWN HORRING, ARE HERRBY DETRACTED TO ANORE — PLO II NEGRORINGO ASSICIATION, INC. ITS
THACTE "O.". TROUTE TO-10", BICLISSE, AS SHOWN, SHOWN, BY DIFFER ERECURES, DANAME, AND LITTLY PIPOCESS, AND THE
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7. TRACTS THEM? AND THEM?, AS SHOWN MERCON ARE HERBIY DENCARD TO ANOUR COMMUNITY OWNLIPHING DETRICT, ITS SUCCESSIONS AND ASSIGNS, FOR MERCO, ACRESS, BEFFER, DENAMASE, DANIER AND UTILITY PURPOSES, SHOT TRACTS SHALL BE THE FREPRILM, MANTENAMES COLLECTION OF THE ARCHITECTURE OF THE ARCHIT

S. THE VIETTY ENGINETY, AS SHOWN HERRON AND DESIGNATED AS "LE", ANY HERBEY DEDICATED IN PROPERTITY TO ALL COMPRIMENTAL DITTIES AND PRESS. TO RESTALL, COPIETA AND MARKEN HERR RESPECTANT FOLLOWS, SUCH HILLITY ENGINETY SERVICES, AND ASSESSED ASSESSED AND ASSESSED AND ASSESSED ASSESSED AND ASSESSED ASSESSED ASSESSED AND ASSESSED ASSESSED

9. THE SEACHAST UTILITY AUTHORITY EASTAINTE, AS SIGNI HERDON, MID DESIGNATIO AS "SUAS", ARE HERDON DESIGNATIO AS PROPERLITY TO SEACHAST UTILITY AUTHORITY, ITS SUCCESSIONS AND ASSESSIONS, FOR THE INSTITUTION, OPERATURE, AND MARKENING OF MATTER AND SERRE FACULTIES, LANDO DECUMENT BY SON DESIGNATION SHALL BE AN EXPENSIVE MAINTENANCE RESPONSIBILITY OF THE UNDERLYNG LANDOWNING, WHICH RECOURSE TO SEACHAST UTILITY AUTHORITY OF THE CITY OF THAT BELLING FACILITY.

THE LINESCHEE BUTTET EISCHBITTS AS SHOWN HEREON AND DESIGNATED AS "LIKE", ARE HERRY DENOATED TO AVAILS COMMENTY DESELOPMENT DESERVED TO SECRECATE AND ASSOCIATION AS THE PROPERTY LINESCHEEN BUTTET AND RESIDENTS SHULL BE THE PROPERTY LINES DELEGATED TO THE CUTT OF THE PROPERTY LINES WAS THE PROPERTY OF THE PROPERTY LINESCHEEN AND THE PROPERTY DESERVED ASSOCIATION RECORDED TO THE CUTT OF THE PROPERTY DESERVED AS AVAILABLE OF THE PROPERTY DESERVED AS AVAILABLE OF THE PROPERTY DESERVED AS AVAILABLE OF THE ADDITIONAL COMMENTY.

11. YAKO DRAMAKE ELEKELERI, AS SHOWI HIDEON, AND DESCRIMIND AS "YOLF, IS MERRY DODGATED TO ANDRE - POU 11 INDIGEORISCO ASSOCIATION, BIC.,
ITS SUCCESSIGE AND ASSOCIATION, OF INSTITULATION, OFDIATION, AND INITIATIVACE OF YORD DRAWAGE AND UTLITIES AND FOR PURPOSES OF PERFORMANT
ANY AND ALL MANDENINES, GROWINGS PURPOSE TO THE WINDIAMOS CONCINIONS PROBLEM, AND ARE THE PERFORMAN COLORISON OF SUID ASSOCIATION, ITS
SUCCESSION AND ASSOCIATION OF RECORDERS TO THE UTITY OF PAIN BEARS CONDING.

OPPORATIONAL NOTE: THE FOLLOWING ROLATIS TO ROLDWAYS WHICH AMARK AREST ARE LOCATED COTSIDE OF THE FRAT BUT MAY PROVIDE ACCESS TO HE PROPERTY WHICH THE PROPERTY WHICH AMERICAN AND THE PROPERTY WHICH AMERICAN AND THE PROPERTY WHICH AMERICAN AND ADMITS ADMITS AND ADMITS ADMITS AND ADMITS AND ADMITS ADMITS AND ADMITS ADMITS AND ADMITS ADMI

AVENIR DEVELOPMENT, LLC,	
WACKEL DEALTON MITTAL SECTION	COLUMN AND
A FLORIDA LIMITED LIABILITY	COMPART
STATE OF FLORIDA)	
and the same of the same	

AVENUR DEVELOPMENT, ILC. A FLORDA LINTED LINBURY COMPANY.

EY: MANUEL M. MATE PRESIDENT

AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY. ACKNOWLEDGEMENT: STATE OF FLORIDA)

THE FOREIGNER INSTRUMENT WAS ADDITIONED BEFORE ME BY MEANS OF PRINCELL PRINCENCE OR THOUGHT HAVE ADDITIONAL THROUGHT OF MEANS AND FRANCISCO. THE MEAN OF THE PRINCE PRINCE

WINESS MY HAND AND OFFICIAL SEAL THIS ______ DAY OF _____ NOTARY POPUL

MY COMMISSION EXPRÉS

PRINT MAKE





TITLE CERTIFICATION:

1, THOSE I, ASSAMBLE, ESQ. A DAY DESIGNED ATTERNET IN THE STATE OF FLORIDA, DO RESERVE OFFICERY THAT HAVE EXAMINED THE TILE TO THE REQUESTMENT OF A FLORIDA LOCAL CONTROL OF THE TILE TO THE REQUESTMENT OF A FLORIDA LOCAL CONTROL OF THE STATE OF THE STAT

DATED: _

TYRONE I. BONGARO, ESC. ATTORNEY AT LAM ATTORNEY AT LAW FLORIDA BAR MARCHE FOR THE FIRM OF GUNSTER, YOUNGEY & STEWART, F.A.

SURVEY NOTES:

L. M THESE CASES WERE EASTMENTS OF DEFENENT TIPES CROSS OR OTHERWISE CONCIDE, DRAINGES GASMENTS SHALL MANKE FREST PROGREY, UTILITY EASTMENTS SHALL MANKE SECOND PROGREY, ACCESS EASTMENTS SHALL MANKE FREST PROGREY, ACCESS EASTMENTS SHALL MAY TREED PROGREY, ACCESS EASTMENT SHALL SE SHEADMENT SHALL SE SHEADMENT CONTROL OTHER EASTMENT SHALL SE SHEADMENT CONTROL OTHER EASTMENT SHALL SE

BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PAUX BEACH CARDINS ZORNIC REGULATIONS.

J. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR THEES OR SHRUES SHALL SE PLACED ON AN EXPONENT WITHOUT PRIOR WRITEN CONSONT OF ALL EXPONENT REMERCIARIES AND ALL APPLICABLE CITY APPROVAL'S OR PERMITS AS REQUIRED FOR SUCH ENCROMMENTS.

4. BEARBOX SHOWN HEREAN ARE RELATIVE TO THE SOUTH HIS OF PARTIEL COP RECIDING DEVELOPMENT PARTIEL, ANDRE, AS EXCOURSED IN PLAY BOXIN YOUR PARTIEL OF THE PARTIE RECORDS OF PARTIE BOARY COUNTY, PLASTIA, SHO EAST LIKE MANNE A PLAT REASERS OF SOUTH SHOPLY STATE.

5. LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS SHOWN OTHERWISE.

6. "NOTICE" THE PLAT. AS RECORDED IN TIS GRAPHIC FROM, IS THE GRAPHAL DEPICTION OF THE SUBDIVISION LANGS GENERAL HEIGHT AND ME, IS NO GENERALISMOST SEE SUPPLANTED IN AUTHORITY OF ANY CHIEFE RECEPTION ON DESTRUCTION FOR PLAT, THESE WAY DE ANOTHER EXTENSIONED HAVE MAY BE ANY TEXTOR ON THIS PLAT THAT MAY BE FOUND ON THE PRESENCE.

7. ALL DESTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PAUM BEACH COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

SURVEYOR'S CERTIFICATE:

THE TOTAL THAT THE PLAT SHOWN HITHOUR IS A TIME AND CORRECT
THESE STREET AND OF A SHART MADE MORE BY RESPONSING DIRECTION AND SHIPPINGS.

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BUILT SUD SHART IS ADDRAFT OF THE PLAT OF AN INOQUEDER AND SHIPPINGS.

FOR PLATE AND PROBLEMENT OF THE PLAT OF THE SHART OF THE PLAN IN THE PLAN

SEPTEMBER 19, 2024

RONNE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA

CAMBELLO AND WEELER, INC SURVEYORS — ENCINEERS — PLANNERS 7900 CLASES ROAD, SUITE 100 (561)392-4991 CFRUNCATION OF AUTHORIZATION NO. LB 3591



BEING A REPLAT OF A PORTION OF PARCEL A-2, TOGETHER WITH ALL OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT REPLA, AVENIR POO 9, AS RECORDED IN PLAT BOOK 132 PAGE 140, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYONG IN SECTIONS 10 AND 15, TORNISHE 42 SOTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY RONNE L. FURNISS OF CAULFIELD & WHEELER, INC.

CAULFIELD & WHEFLER, INC.

SIRVEYORS — ENGINEERS — PLANNERS

7900 GLADES ROAD, SUITE 100

BOCA RATON, FLORDA 33434 — (\$61)392—1991

CERTIFICATE OF AUTHORIZATION NO. 183591

SEPTEMBER 2024

AVENIR --- POD 11 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, IN TIMESS MEETING, THE ADOR NAMED AMERIA -- POD 11 NIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION HOT FOR PROFIT, HERBEY ACCEPTE THE DETECTATION TO SMO ASSOCIATION AS TATUTO HERBEY, AND RESEN'S ACCEPTE THE MATERIANCE COLLARITIONS FOR SAME AS STATED 1955 AND HOT SET AMERICAN THE MATERIANCE COLLARITIONS FOR PROBLEMENT AND ITS COMPANIES AND HOT SET AMERICAN FOR SET STATED 1955 COMPANIES AND HOT SET AMERICAN FOR SET STATED 1955 COMPANIES AND HOT SET AMERICAN FOR SET STATED 1955 COMPANIES AND HOT SET AMERICAN FOR SET STATED 1955 COMPANIES AND HOT SET AMERICAN FOR SET STATED 1955 COMPANIES AND HOT SET AMERICAN FOR SET STATED 1955 COMPANIES AND HOT SET AMERICAN FOR SET STATED 1955 COMPANIES AND HOT SET AMERICAN FOR SET STATED 1955 COMPANIES AND HOT SET AMERICAN FOR SET STATED 1955 COMPANIES AND HOT SET STATED 1955 COMPANIES AND

AVENIR — POD 11 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT: ACKNOWLEGGMENT: STATE OF FLOREN'S MAIN-DUB)

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SY: MANUEL M. MATO PRESIDENT TABLEAR DATA:

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AVENIR COMMUNITY	DEVELOPMENT	DISTRICT
STATE OF FLORIDA)		

IN WINESS WORKER, THE AVENR COMMUNITY DEVELOPMENT DISTINCT, A LOCAL UNIT OF SPECIAL PURPOSE COMPRIMENT ORGANIZOD AND EXISTING PURSUANT, TO CHAPTER 180, RESIDA STATUTES, HAS CLUSSED THESE PRESSENTED TO JR. SPRING TO MA MO ON THE BEHALF OF THE CHARMAN OF TIS BOUND OF SHPOMISTRE, AND TIS COMPONITY SPAL. TO BE ATTROM HEREID, THIS ... DAY OF ... DAY 252.

AVENTR	COMMUNITY	DEVELOPMENT	DISTRIC

WITHERSS.
PROFT NAME
BY: VRIGHA CEPERO
CHARMAN

WITNESS:

AVENIR COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGEMENT:

ACKNOWLEDGEMENT: STATE OF FLORIDA) COUNTY OF HEAM-DADE)

THE FORECOME INSTREMENT WAS ADMINISTRATED BEFORE HE BY MENNS OF PRISONAL PROSENCE OR DEVELOP STATEMENT THE DAY OF THE PRISONAL PROSENCE OF THE BANK OF

WIDNESS MY HAND AND OFFICIAL SEAL THIS _______ DAY OF_______ 20

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WINESS BY HAND AND SERVAL SEAL THIS ___

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AMERIE - PED 11 NEIGHBORHOOD ASSOCIATION, INC. NOTARY CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:

TODO ENGLE, P.E.
CETY ENGINEER

CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:

RES PLAY MAS BEEN BOWGED FOR COMPENSION IN COORDINANCE WITH CHAPTER

TATACHIST OF THE FLORMA STRAINES AND THE ORDINANCES OF DE CITY OF PAAM

BEACH GROCORS. THIS TREAMS DOES NOT RELIED THE MERICATION OF COMMETTED CHAP

OF THE PLAY DEPOCHATION OF MICHIGANISTS AT LIST CORRESPON.

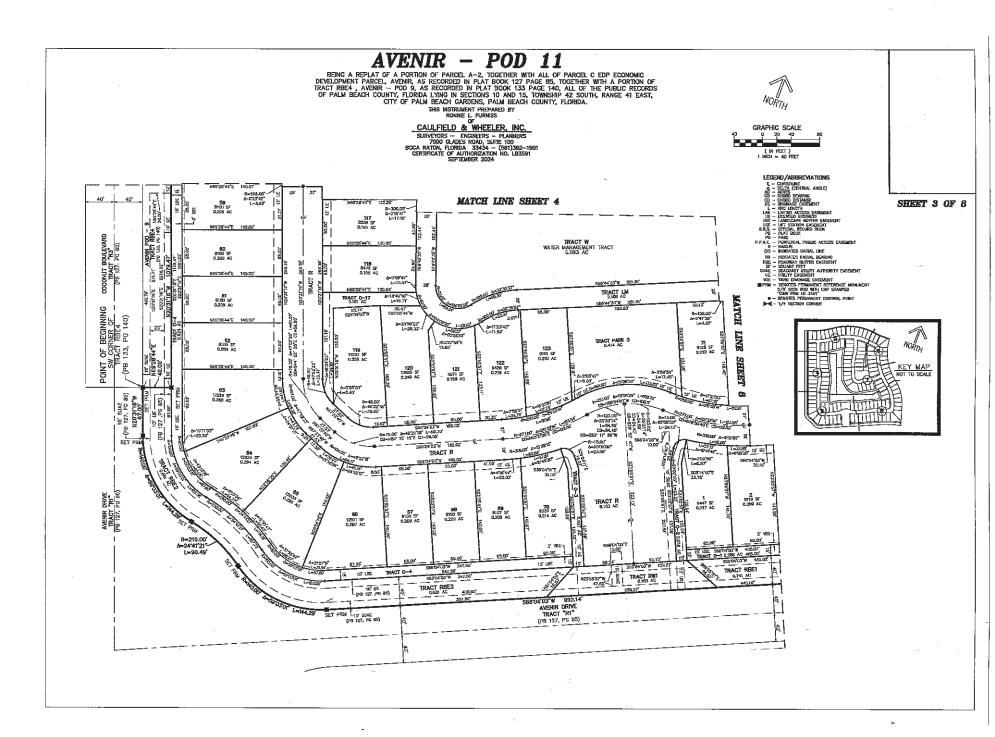
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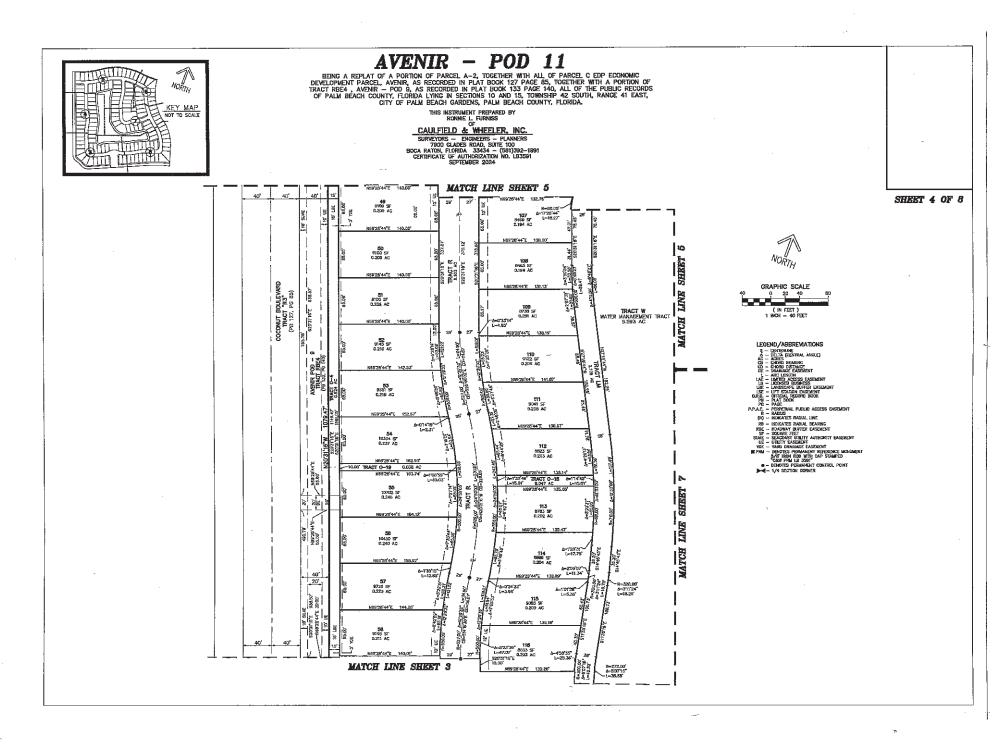
PROFESSIONAL SURVEYOR AND MAPPER STATE OF RURBIA CERTIFICATE NO. _____

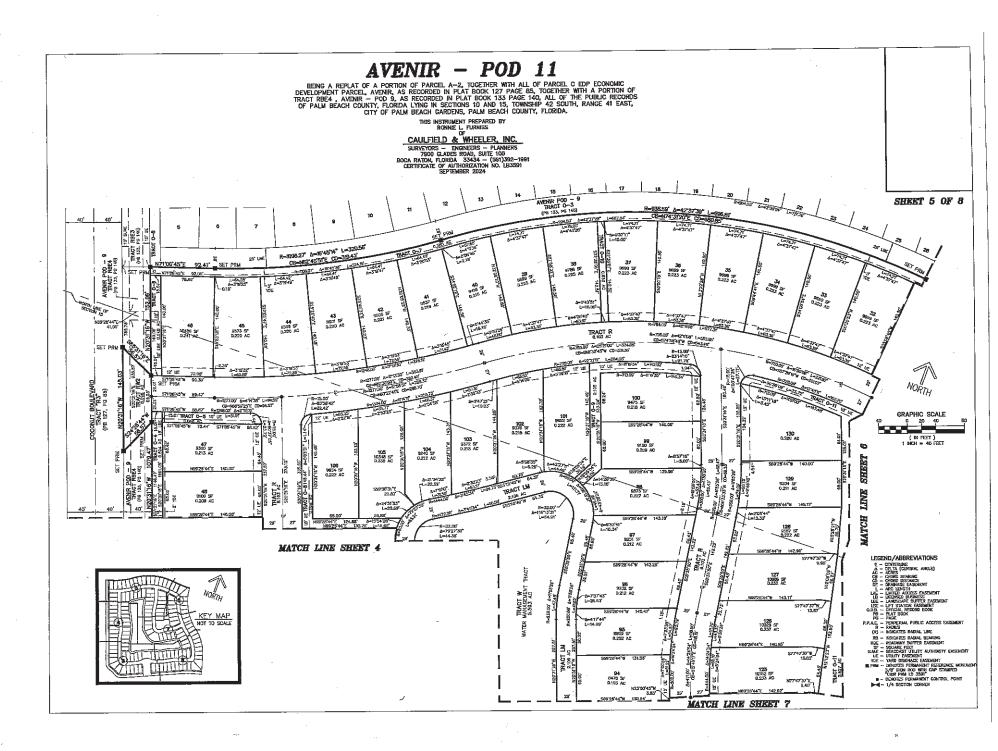












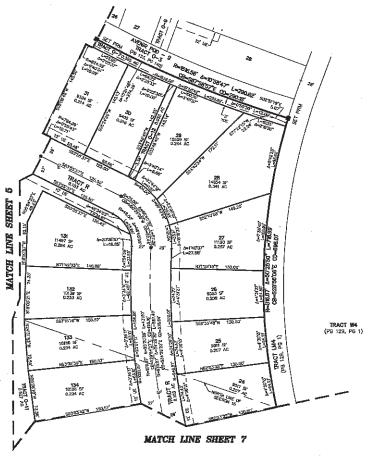


AVENTR — POD 11

BEING A REPLAT OF A PORTION OF PARCEL A-2, TOGETHER WITH ALL OF PARCEL C EDP ECONONIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE BS, TOGETHER WITH A PORTION OF TRACT RBE4, AVENIR — POD 9, AS RECORDED IN PLAT BOOK 133 PAGE 140, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 10 AND 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT REPARED BY RONNEL L FURNESS PARMINELL FURNESS PROPERTY OF THE PROPERTY OF THE







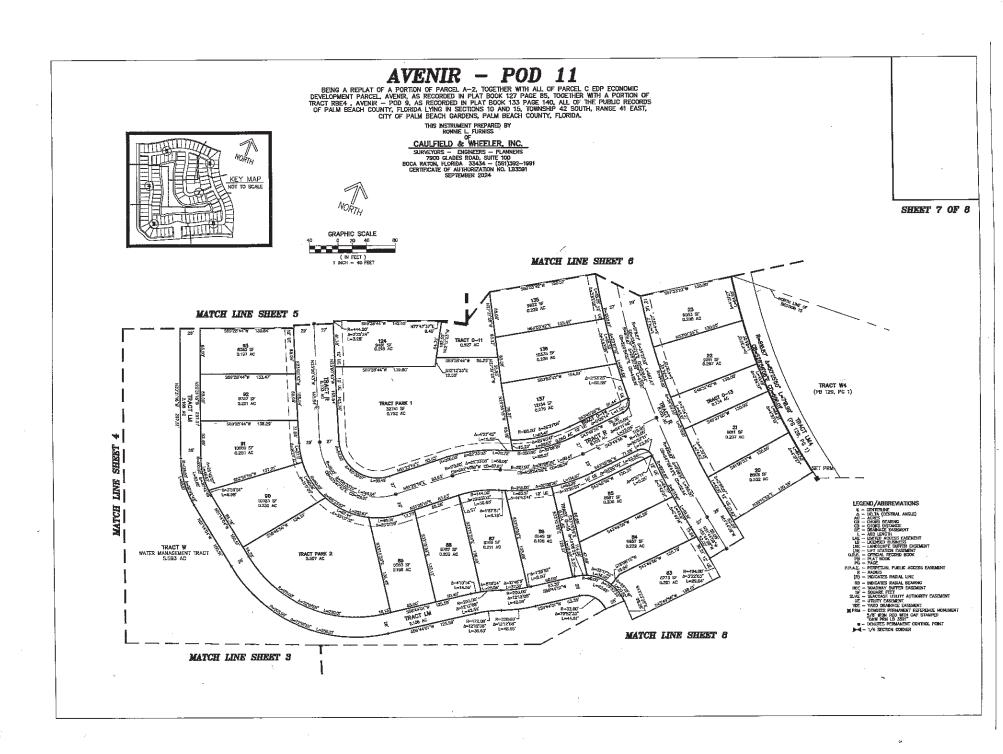
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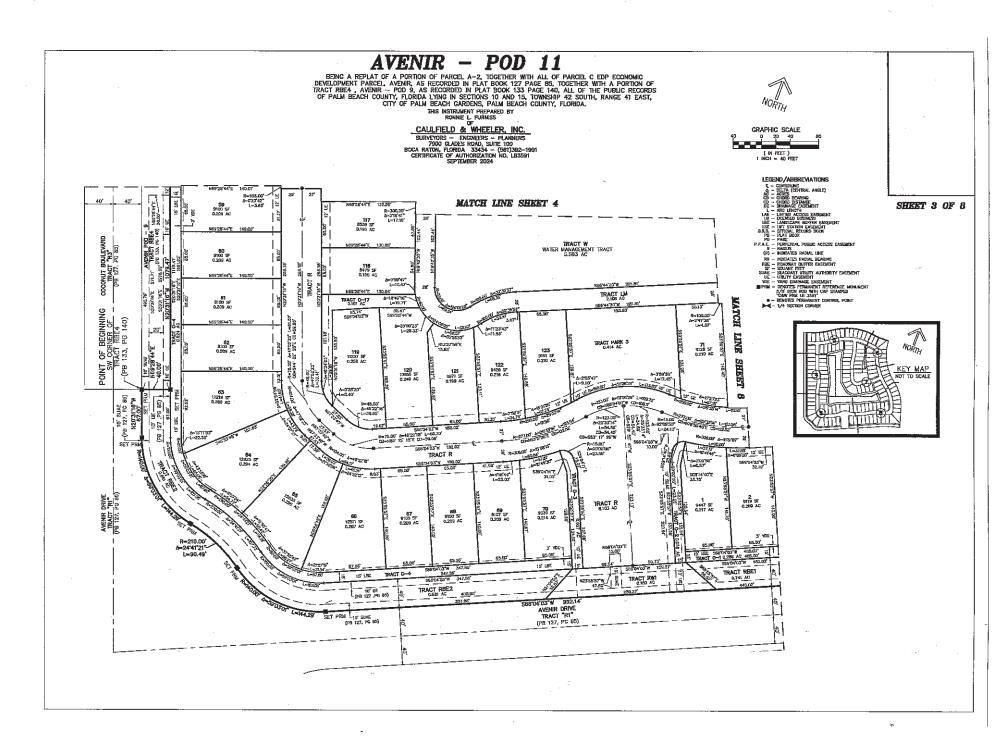
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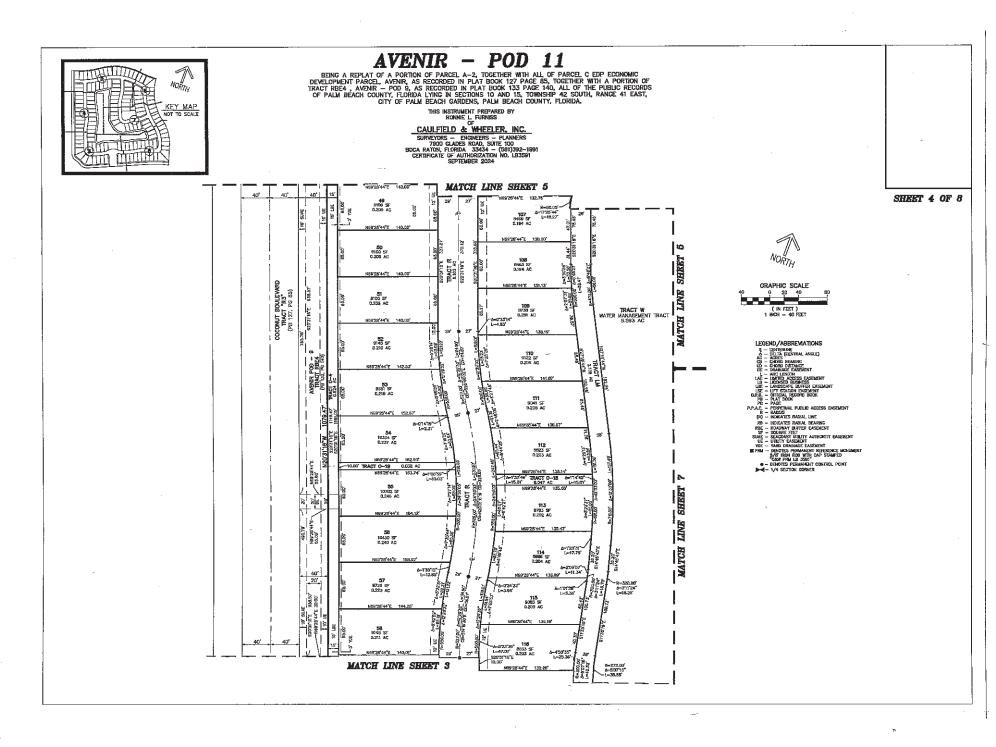
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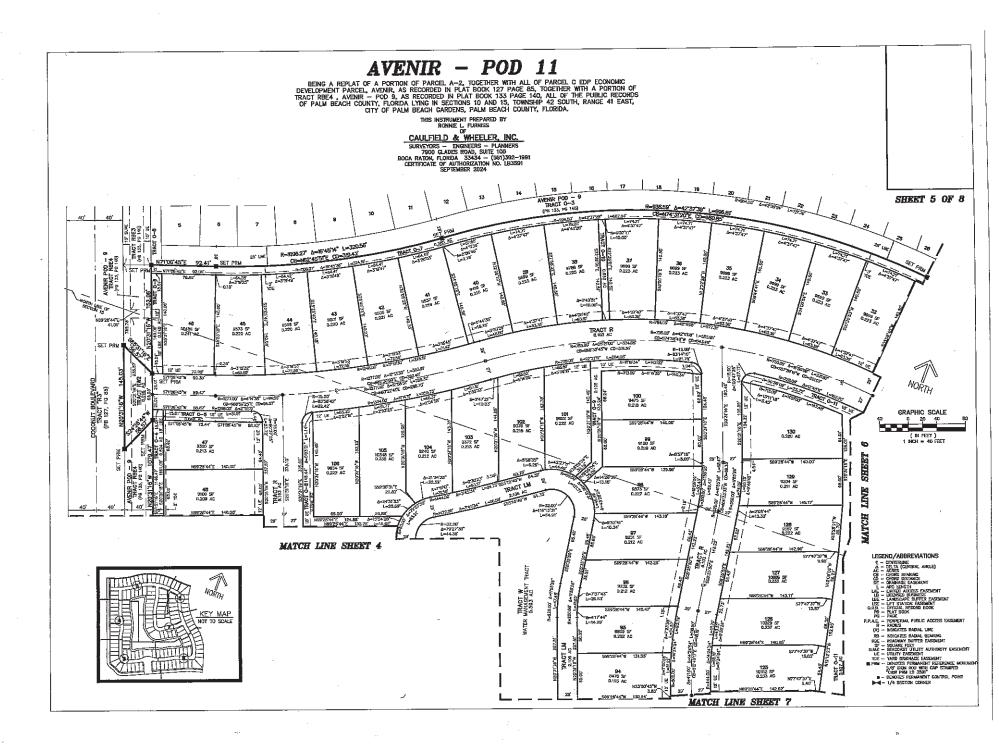
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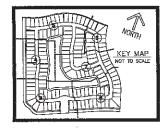


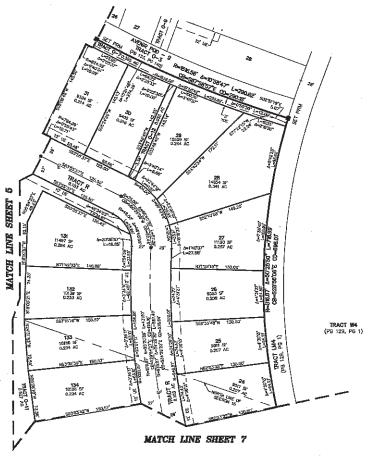


AVENTR — POD 11

BEING A REPLAT OF A PORTION OF PARCEL A-2, TOGETHER WITH ALL OF PARCEL C EDP ECONONIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE BS, TOGETHER WITH A PORTION OF TRACT RBE4, AVENIR — POD 9, AS RECORDED IN PLAT BOOK 133 PAGE 140, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 10 AND 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT REPARED BY RONNEL L FURNESS PARMINELL FURNESS PROPERTY OF THE PROPERTY OF THE







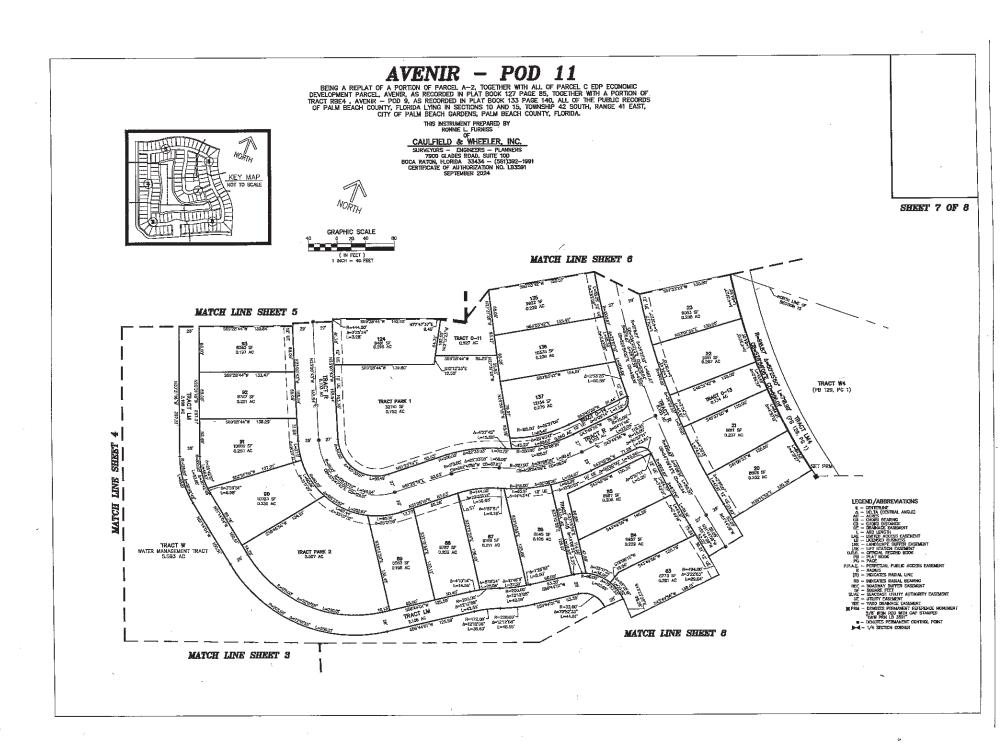
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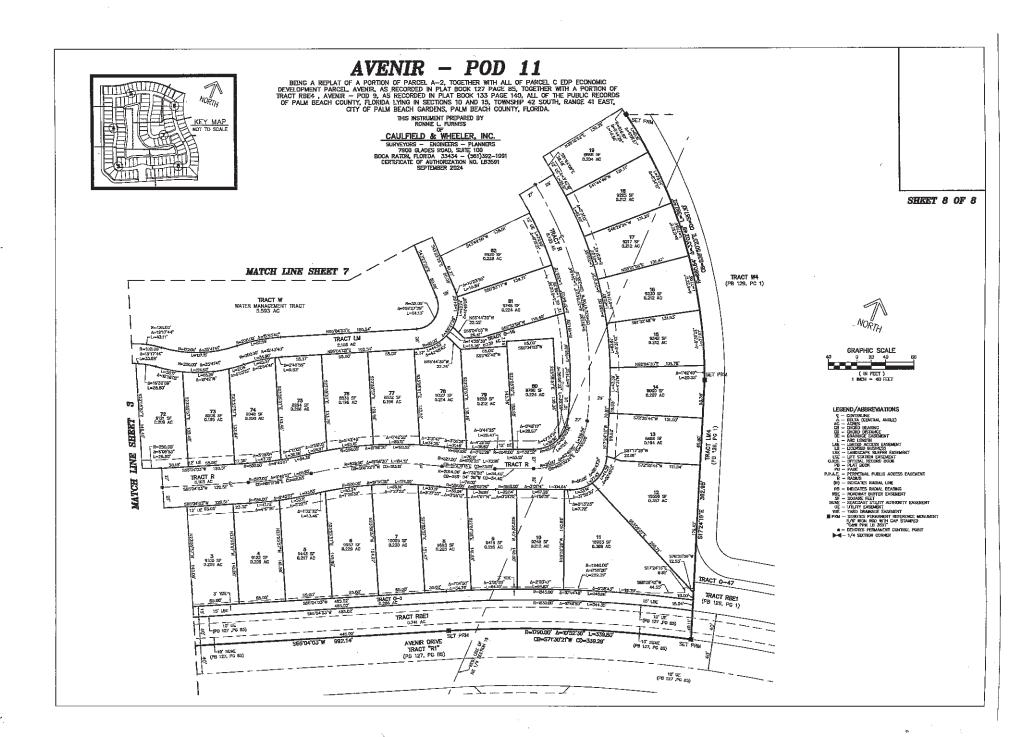
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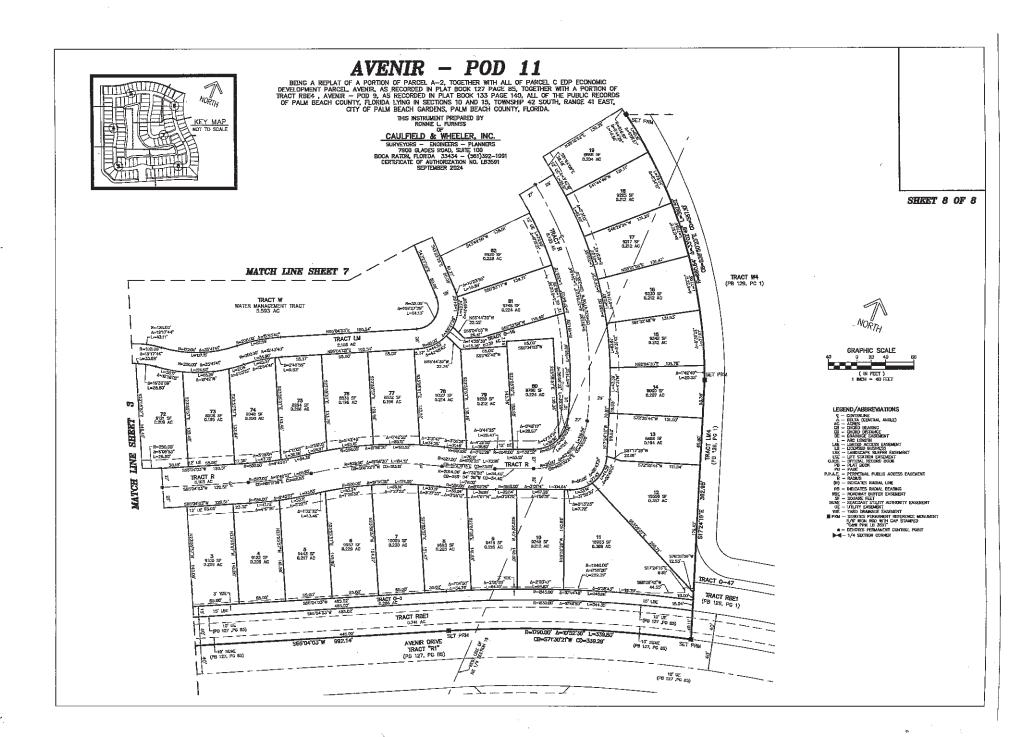
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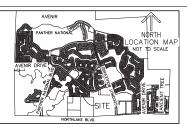
SHEET 6 OF 8







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DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT AVENIR DEVELOPMENT, I.I.C. A FLORIDA UNHTED LIABILITY COMPANY, AND AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PRIPOSE DOVERNMENT ESTABLISHED PRIZABLITY TO CHAPTER 180, FLORIDA STATUTES, OWNERS OF THE LOCATION TO THE STATE OF THE STATE

BEACH COURT IT DOUBLE THE THE THE SET AND IN THE SET AND ITS A

CONTAINING 62.996 ACRES, MORE OR LESS.

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

1. TRUCT "9", AS SHOWN HEEDON, IS HEEBEY (DEDCATED TO AND/IR ~ FOR 21 MIDH-BROHOOD ASSOCIATION, MIC. A FORD NOT-FOR-PROFIT OFFOR-PROFIT AS SHOWN AND ASSOCIATION A

3. TRACTS "RWT," AND "RWZ, AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSONS, FOR PUBLIC ACCESS, ROADWAY, DRANAGE, UTILITY AND RELATED PURPOSES. SAD TRACTS SHALL BE THE PERFETUAL MAINTENANCE RESPONSIBILITY OF THE AVENING COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSONS, WITHOUT RECOURSE TO THE OF PAUM BEACH THAT THE AVENT OF THE

4. TRACTS "WI" AND "W2", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, STOOM WATER MANAGEMENT AND DRAWLARE PURPOSES AND SHALL BET THE PERFETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSOR'S AND ASSIGNS, WITHOUT RECORDER TO THE CITY OF PUBLIC BEACH GARDENS.

5. TRACES "AH" AND "LAD"," AS SHOWN HEREON, ARE INFERENT DEBICATED TO ANSWER COMMANTY CREATION DETERMENT, ITS SUCCESSIONS AND ASSIGNS, FOR ACCESSION TO THE ADMINISTRATION STORM WATER MANAGEMENT TRACE FOR PRIFERED FOR PERFORMING MY AND ALL MAINTENANCE CAPTURES.
PRISEASED TO THE MAINTENANCE CREATION OF SOM ACKNOWN COMMANNY DEVELOPMENT DESTRICT, ITS SUCCESSIONS AND ASSIGNS, WITHOUT RECOURSE WATER AND ASSIGNS, WITHOUT RECOURSE WATER AND ASSIGNS, APPROVED OF OWN HET PRIFE.
WHETER COMSENT OF THE ACKNOWN COMMANNY DEVELOPMENT DESTRICT AND HE COTTY OF PAUL RECOURS AMERICAN.

6. TRACTS "0-1" THROUGH "0-12", AND "0-16" THROUGH "0-25", AND "0-26" INCLUSIVE, AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR TO A THROUGH "0-25", AND "0-26" INCLUSIVE, AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR THROUGH "0-12", INCLUSIVE, AS SHOWN HEREON, ASSOCIATION, INC. ITS SUCCESSOR'S AND ASSOCIATION, ASSOCIATION, AND ASSOCIATION, ASSOCIA

7. THE UTILITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "UE", ARE HEREBY DEDICATED IN PERPETUITY TO ALL COVERNMENTAL ENTITES AND PRODUCTURES TO MISTALL, OFFICE AND MANIFAM THEM RESPECTIVE FACULTIES, SHIPL TUTIL'S EASEMENTS SHALL ALSO BE EASEMENTS FOR A LIBERATY COMPANY. ITS SUCCESSOR AND ASSIGNS, THE CONSTRUCTION, MAINTENANCE, AND OFFICE ATTORNOOF CHARLE THOUGH SHAPPENS SHALL NOT INTERFER WITH THE FACULTIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PURILLY UTILITY. THE FORTY A CASE MANAGES, SHOWN CONSTRUCTION, SHAPPENS AND ASSIGNS, THE FORTY A CASE MANAGES SHOWN CONSTRUCTION, SHAPPENS AND ASSIGNS, THE FORTY A CASE MANAGES SHOWN CONSTRUCTION, SHAPPENS AND ASSIGNS, THE FORTY A CASE MANAGES SHOWN CONSTRUCTION, SHAPPENS AND ASSIGNS, THE FORTY A CASE MANAGES SHOWN CONSTRUCTION, SHAPPENS AND ASSIGNS, THE FORTY AS A SHAPPENS AND ASSIGNS AND ASSIGNMENT ASSIGNMENT

B. THE SEACHAST UTILITY ALTHORY CASUMANTS, AS SHOWN HEREON, AND DESCONATIO AS "SUAC", AGE HEREOY SEDICATE IN PERFEITION TO SEACHAST UTILITY WHITHOUT ITS SUCCESSORS AND ASSORDS, FOR THE RINTALLIDING OPERATION, AND MAINTENANCE OF WHITE AND SEMERAT FACILITIES LANDS BECUMBERED BY SAID EASEMENT SHALL BE THE PERFEITIAL MAINTENANCE REPONSIBILITY OF THE UNDERLYING LANDOWNERS, WITHOUT RECOURSE TO SEACHOOST UTILITY AUTHORY OF THE OTY OF PAUL BEACH GARDERS.

9. THE LANDSCAPE BUFFER EASEMENTS DESIGNATED AS "GE", AS SHOWN HEREON AND AS SHOWN HEREON WITHIN TRACT "0-27", ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES, LANDS ENCUMENTED BY ADDICASEMENTS SHALL BE THE PERFERTAL MAINTENANCE RESPONSIBILITY OF THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PAUM EEACH GARDONS. STRUCTURES MAY BE PERMITTED WHITH IL LANDSCAPE BUFFER EASEMENTS AS APPROVED OR WITH PROOR MINITED CONSENIO THE AURINE CAUSINE CONTROL OF PAUM EEACH GARDONS.

10. THE LANDSCAPE BUFFER EASEMENTS DESIGNATED AS "LBE", AS SHOWN HEREON WITHIN TRACTS "0-1" AND "0-10", IS HEREBY DEDICATED TO AVENIR - POD 21 NIGHIGHORIODO ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES, LANDS ENCUMENCED BY ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES, LANDS ENCUMENCED BY AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES, AND ASSIGNS, WITHOUT RECOURSE TO THE OTY OF PAUM ELACH GARDENS. STRUCTURES MAY BE FEMALITED WITHIN THE LANDSCAPE BUFFER LASBINITY AS APPROVED OR WITH PRIOR WRITTEN COASSITY OF THE ALERS FOR COMMANTY EXCELLEDANT DISTRICT AND BE CITY OF FAM BEACH GARDENS.

11. DRAINAGE EASEMENTS DESIGNATED AS "DE", AS SHOWN HEREON, ARE HEREBY RESERVED FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND ARE THE PERFETUAL MAINTENANCE OBLIGATION OF SAD AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WHITCH TECOLORISE TO THE CITY OF PAUM BEACH OFF.

12. FRE SAFETY ACCESS EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "FSE", ARE HEREBY DEDICATED IN PERPETUITY TO THE AVENR COMMUNITY DEVELOPMENT IDSTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF ACCESS, CONTROL AND JURISDICTION FOR RISE SAFETY. STRUCTURES, FERONG OR VECETAIN, ONHER THAN SOO, ARE PROHIBED WHINN THE ASSIGNATION, TRAINING WALLS WILL BE ALLED WHINN THE EASEMENT, LANGS ENCUMBEDED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIN COMMUNITY DEVELOPMENT DETRICT WHIND THE ROCKINGS. TO THE OTTO OF PAUR BEACH OMAGINES.

13. RETAINING WALL ACCESS AND DRAWAGE EASEMENT, AS SHOWN HEREON, AND DESIGNATED AS "RWME/DE", IS HEREBY DEDICATED TO AVENIR — POD 21 NIDDHEGHENDO ASSOCIATION, NCI, ITS SUCCESSORS AND ASSORIS, FOR THE INSTALLATION, OPERATION, AND WANTENANCE OF RETAINING WALLS, YARD DRAWINGE AND UTLILIES AND FOR PURPOSES OF PEPERFORMS OF YARD ALL MAINTENANCE ACTIVITIES PURSUANT TO THE WAINTENANCE CONTINUES PURSUANT TO THE WAINTENANCE ACTIVITIES PURSUANT TO THE W

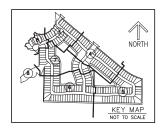
AVENIR - POD 21

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE8, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

> THIS INSTRUMENT PREPARED BY RONNIE L. FURNISS OF

CAULFIELD and WHEELER, INC.

SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
AUGUST 2024



JOSEPH ABRUZZO CLERK OF THE CIRCUIT COURT AND COMPTROLLER



TITLE CERTIFICATION:

I, THOME T, BONGARD, ESG, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HERED TECHTY THAT I HAVE EDAMINED THE TILE TO THE RESCON DESCRIBED PROPERTY. THAT I HAVE EDAMINED THE TILE TO THE RESCON DESCRIBED PROPERTY. THAT I HAVE THE TOWN THAT I HAVE THE THAT I HAVE THE TOWN THAT I HAVE THE ENCOURSEMENT STATEMENT AND THAT I HAVE THE ENCOURSE THAT I HAVE THE TOWN THE TOWN THAT I THERE HE ENCOURSEMENTS OF RECORD BUT THOSE ENCLUMERANCES DO NOT PROHIBIT THE CREATION OF THE SUBMINISHED REPORTED BY THIS THAT I

DATED:			
	TYRONE T. BONGARD, ESQ,		
	ATTORNEY AT LAW		
	FLORIDA BAR #649295		
	FOR THE FIRM OF CLINSTER	VOAVLEY & CTEMADI	r D

SURVEY NOTES:

IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRICRITY, UTILITY EASEMENTS SHALL HAVE SECOND PRICRITY, ACCESS EASEMENTS SHALL HAVE THIRD PRICRITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRICRITIES BEING DETERMINED BY USE RIGHTS GRANTED.

2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PALM BEACH GARDENS ZONING REGULATIONS.

3. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.

4. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 50°19'23" EAST ALONG THE NORTH LINE OF TRACT REES, AVENIR — POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PAUM BEACH COUNTY, FLORIDS

5. LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS SHOWN OTHERWISE.

6. "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO GROUNSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL SESTIMICIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

ALL INSTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT
PRESIDENT OF A SENSO'R MADE UNDER MY RESPONSED DIRECTION AND SUPPRISON
PERMANENT REFERENCE MONIMENTS (P.R.M.'S) ACCORDING TO SEC. 177.09(7), F.S. HAVE
BEEN PLACED AND REMAINED FOUNDER, OWNER, D. S.C. 177.09(7), F.S. HAVE
BEEN PLACED AND REMAINED FOUNDER, OWNER, D. S. CHOTOMO TO CHARGE
HEREON AND REMAINED THE PLAN OF THE PLAN

DATE: SEPTEMBER 6, 2024

RONNIE L. FURNISS PROFESSIONAL SURVEYOR MAPPER #6272 STATE OF FLORIDA

CAULFIELD AND WHEELER, INC SURVEYORS — ENGINEERS — PLANNERS 7900 GLADES ROAD, SUITE 100 BOCA RATON, FLORIDA 33434 (561)392—1991 CERTIFICATION OF AUTHORIZATION NO. LB 3591

SURVEYOR



14. TRACT "D-13 PARK", TRACT "D-14 PARK" AND TRACT "D-15" AS SHOWN HEREON, ARE HEREDY DEDICATED TO ARCHIT — POD 21 NEIGHBORHOOD.

ASSOCIATION, AND, ITS SUCCESSORE AND ASSORS, FOR OPEN SPACE, AND INCOME, PARK, AND RECEPTIONAL PHEMPS, AND ASSOCIATION, AND ASSOCIATION, AND ASSOCIATION, AND ASSOCIATION ASSOCI

15. TRACT "O-28 PARK," AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR - POD 21 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA NOT FOR PROPIT CORPORATION, ITS SUCCESSORS AND ASSONS, FOR OPEN SPACE, MAL KIOSK, PARKING, PARK, RECREATIONAL PURPOSES, THE CONSTRUCTION ANTIDAMOR, EARLY, ADD REPLACEMENT OF DEARNAGE LINES HEREIN, AND FOR THE LUSS OF A PEDISTRIAN COMMERCIANT DIFFERENT MARKET POD 21 AND THE ADJACENT AVENIR - POD 19. SAD TRACT SHALL BE THE PERFETUAL MAINTENANCE DELIGATION OF SUCH ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, MITHOUT RECOURSE TO THE OUT! OF PAUM BESCH AGREENS.

16. TRACT "O-27", AS SHOWN HEREON, IS HEREBY RESERVED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, LANDSCAPING, WALLS, DRANNAGE UTILITY PURPOSES AND OTHER HARDSCAPE, AND FOR ACCESS TO THE ADDISHING STORM WATER MANAGEMENT TRACTS BY THE AVENIE COMMUNITY DEVELOPMENT DISTRICT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE CONTINUES AND ARE THE PERFETUAL MAINTENANCE CRUCATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, THAT WE AREA OF ADDISHON AS THE PERFORMING ANY AND ALL MAINTENANCE COMMUNITY DEVELOPMENT DISTRICT, IS SUCCESSORS AND ASSIGNS, WITHOUT RECORDER TO THE CITY OF PURPOSES OF PURPOSE OF PURPOSE OF PURPOSE OF PURPOSE OF PURPOSE OF PURPOSED AND ASSIGNS AND ASSIGNS, WITHOUT RECORDER TO THE CITY OF PURPOSE OF PURPOSE OF PURPOSED AND ASSIGNS AND ASSIGNS, WITHOUT RECORDER TO THE CITY OF PURPOSE OF PURPOSED AND ASSIGNS AND ASSIGNS, WITHOUT RECORDER TO THE CITY OF PURPOSE OF PURPOSED AND ASSIGNMENT OF PURPOSE OF PURPOSED AND ASSIGNMENT OF PURPOSE OF PURPOSED OF PURPOSED AND ASSIGNMENT OF PURPOSED ASSIGNMENT AND ASSIGNMENT OF PURPOSE OF PURPOSED ASSIGNMENT OF PUR

17. THE UIT STUDY HASDINT "LS". AS SHOW HEREN, IS HEREY ISDOATED TO SALOAST UILD" AUTHORITY, ITS SUCCESSOR AND ASSORT, CREATED AND ASSORT, OR REVEALABLE OF LOCATION AND AMERISMACE OF UIT STATEM AGAINST AUTHORITY SAME ASSORTING AND ASSORTING ASSORTING AND ASSORTING ASSORTING AND ASSORTING A

INFORMATIONAL NOTE: THE FOLLOWING RELATES TO ROADWAYS WITHIN AVENIR WHICH ARE LOCATED OUTSIDE OF THIS PLAT BUT MAY PROVIDE ACCESS TO THE PROPERTY WHITHIS PLATE. AVENIR DRIVE (A/X/A) SPINE ROAD 6, 84/58, AND 7 ON THE ARCHIN PCO MASTER PLAN), ADD, SOCIAL BOULEVARD (A/X/A) SPINE ROAD 6 AND 8 OF COCKES TO PANTER HANDING ADD SOCIAL SPINE AVEN AS OF COCKES TO AVENIR DRIVE, COCCOUNT BOLLEVARD, AND PANTHER NATIONAL BOULEVARD SHALL NOT BE IMPEDED, LIMITED, OR RESTRICTED IN ANY MANNER OF ASSISTMENT OF THE AVENUE DRIVE.

AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, THIS _______ DAY OF _________, 2024.

AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY. WITNESS: ____ PRINT NAME: BY: MANUEL M. MATO PRESIDENT WITNESS: ____ PRINT NAME: AVENIR DEVELOPMENT, LLC. A FLORIDA LIMITED LIABILITY COMPANY. ACKNOWLEDGEMENT:

THE FORECOMG INSTRUMENT WAS ACKNOWLEDGED BEFORE WE BY MEANS OF ___PHYSICAL_PRESENCE OR ___ ONLINE
NOTARZATION, THIS ___ DAY OF ____ 2024, BY MANUEL, M. MATO, PRESENCE, ON BEHALF OF
ACKNOWN DEVELOPMENT, LC, A FLORID MUNITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS ___
PERSONALLY KNOWN TO ME OR HAS PRODUCED _____
AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL	THIS DAY OF 20	0:
MY COMMISSION EXPIRES:	NOTARY PUBLIC	
COMMISSION NUMBER:	PRINT NAME	

AVENIR - POD 21

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE8, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH CARDENS, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY RONNIE L. FURNISS OF

CAULFIELD and WHEELER, INC.

SURVEYORS - ENGINEERS - PLANNERS 7900 GLADES ROAD, SUITE 100 BOCA RATON, FLORIDA 33434 - (561)392-1991 CERTIFICATE OF AUTHORIZATION NO. LB3591 AUGUST 2024

SHEET 2 OF 8

AVENIR COMMUNITY DEVELOPMENT DISTRICT STATE OF FLORIDA)

IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE COVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FIORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY THE CHARMAN OF ITS BOARD OF SUPERVISORS, THIS _____ DAY OF ______ 2024.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

BY: VIRGINIA CEPERO
CHAIRMAN

NORTH

KEY MAP

NOT TO SCALE

WITNESS: _____

AVENIR COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGEMENT: STATE OF FLORIDA)
COUNTY OF MAMI—DADE)

PHE FORECOME NETHWANT WAS ACKNOWLEDED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE MOTARIZATION, THE PHYSICAL PRESENCE OR THE WARD ACKNOWLEDGE OR

WITNESS MY HAND AND OFFICIAL SEAL THIS ______ DAY OF______, 2024.
MY COMMISSION EXPIRES:______

COMMISSION NUMBER: _____

PRINT NAME

AVENIR — POD 21 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

IN WINESS WHEREOF, THE ABOVE MANDE AVENT POO 21 NBOHBORHOOD ASSOCIATION, INC, A FORDIA COPPORATION NOT FOR PROFIT, HERBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED HEREON, AND HERBY ACCEPTS ITS MAINTENANCE GRUICATIONS FOR SAME AS STATED HEREON, AND HASE CAUSED THESE PRESENTS TO BE SONED BY ITS PRESEDORT, THE SAID T

AVENIR - POD 21 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

WITNESS: BY: MANUEL M. MATO PRESIDENT

AVENIR — POD 21 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT: ACKNOWLEDGEMENT: STATE OF FLORIDA)

THE FOREGOING INSTRUMENT WAS ADMONKEDED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR NORMED NOTARZATION, THIS PHYSICAL PRESENCE OR NORMED NOTARZATION, THIS PHYSICAL PRESENCE OR NORMED NOTARZATION, INC, A FLORIBA CORPORATION NOT FOR AVENIR POD 21 NICHORPHONO ASSOCIATION, INC, A FLORIBA CORPORATION NOT FOR PROTI, ON BEHALF OF THE AVENIR POD 21 NICHORPHONO ASSOCIATION, INC, A FLORIBA CORPORATION NOT FOR PROTI, WHO SIZE PRESONALLY MINIOR TO ME OR HAS PRODUCED.

WITNESS MY HAND AND OFFICIAL SEAL THIS ______ DAY OF _______, 2024.
MY COMMISSION EXPIRES: ______

MY COMMISSION EXPIRES: NOTARY PUBLIC

COMMISSION NUMBER: PRINT NAME

CITY OF PALM BEACH GARDENS APPROVAL OF PLAT: STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF ______ 2024.

BY: NAME: CHELSEA REED MAYOR

ATTEST: _______PATRICIA SNIDER, CMC CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS ______ DAY OF ______

TODD ENGLE, P.E.
CITY ENGINEER

CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:
THIS PILAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER
177.058(1) OF THE FLORDA STATUTES AND THE ORDONANCES OF THE DITY OF PAUM
BEACH GARDENS. THIS REVIEW DOES NOT INCLUE THE VERRICATION OF GEOMETRIC DATA
OR THE FIELD VERRICATION OF MOUNBURNS AT LOT CORRESS.

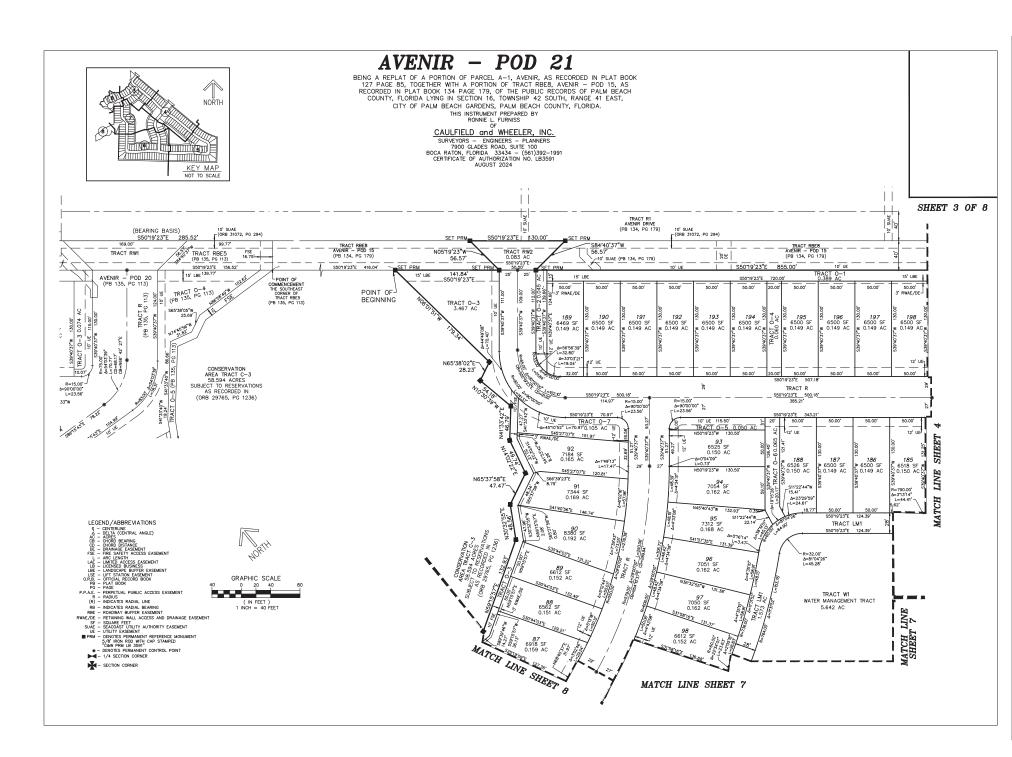
THIS ______, 20

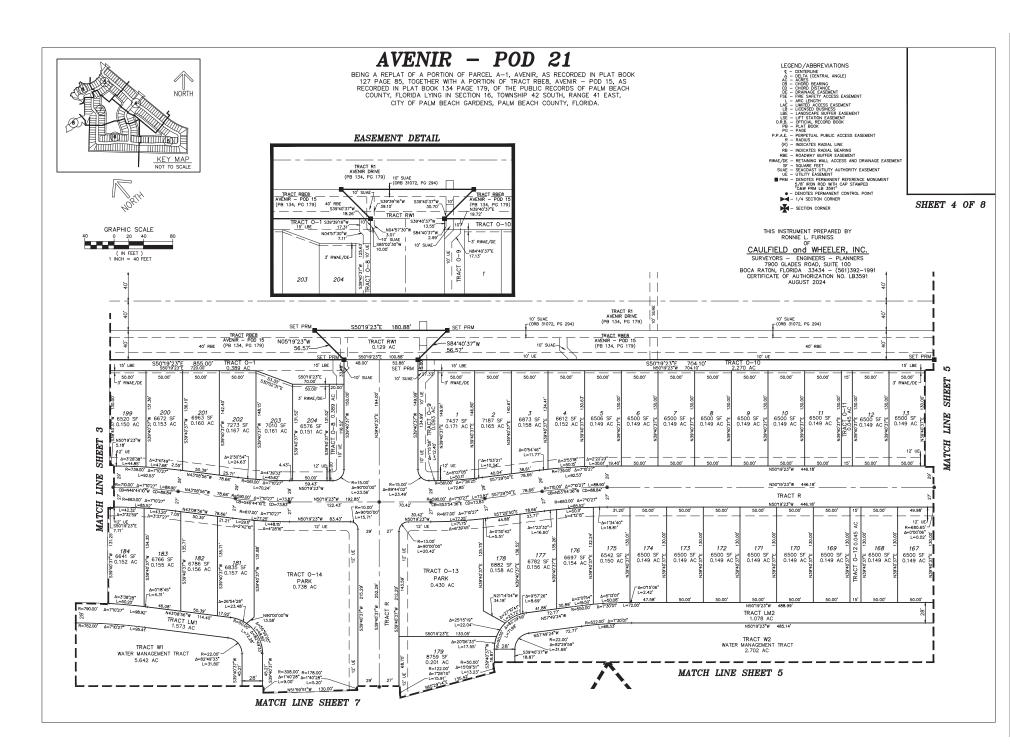
PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA CERTIFICATE NO.

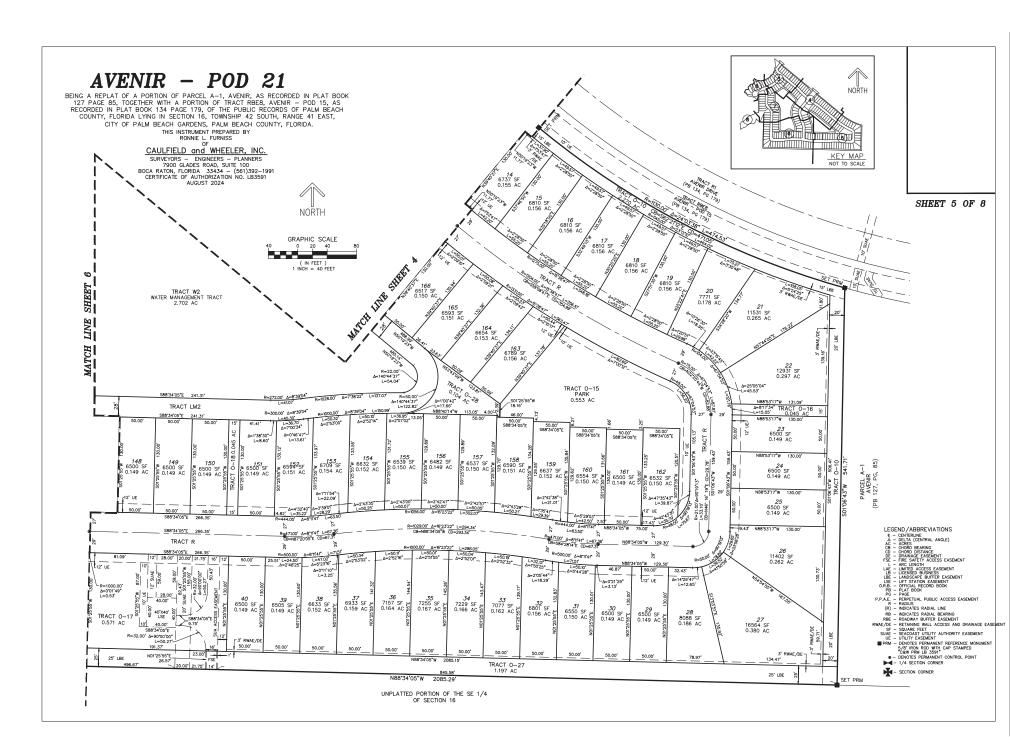


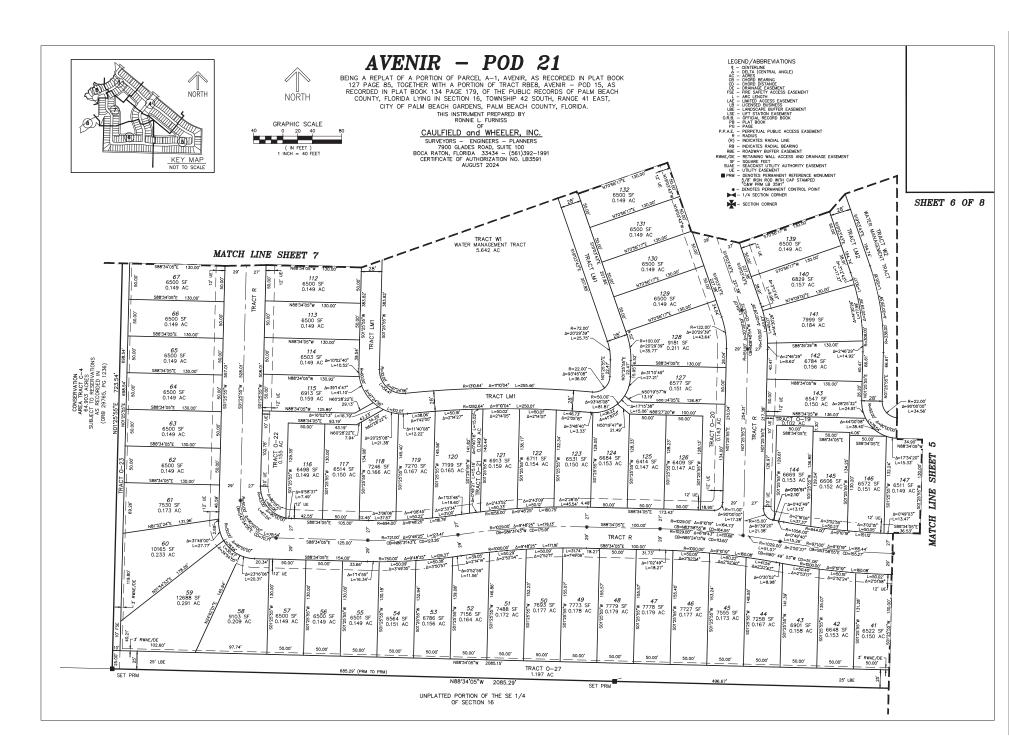


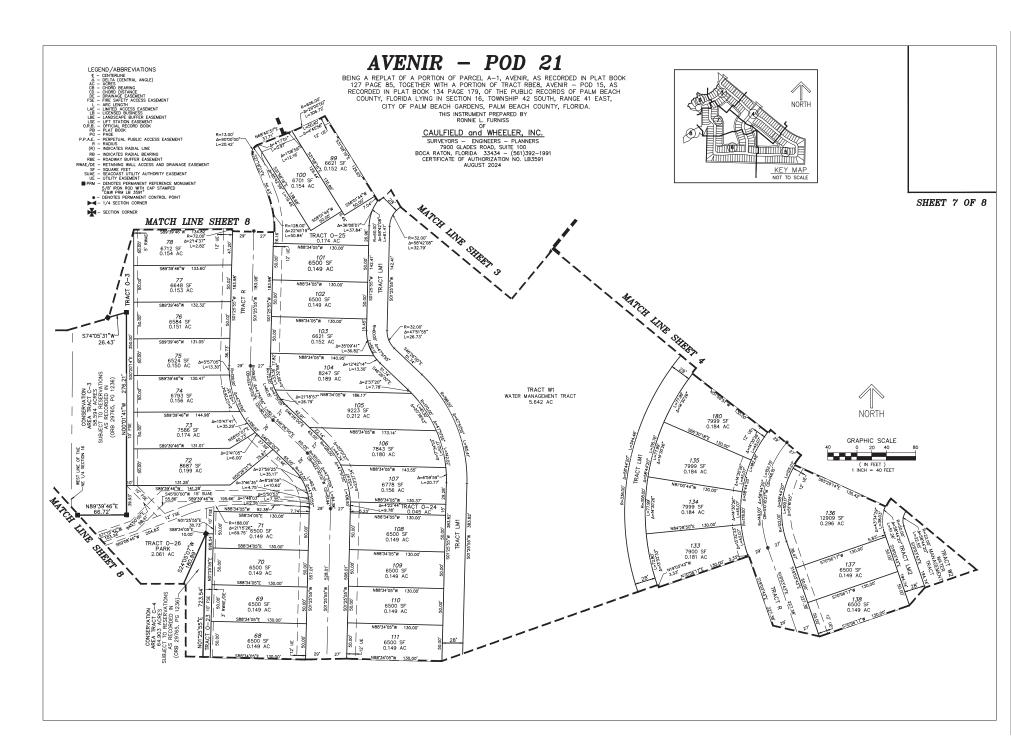


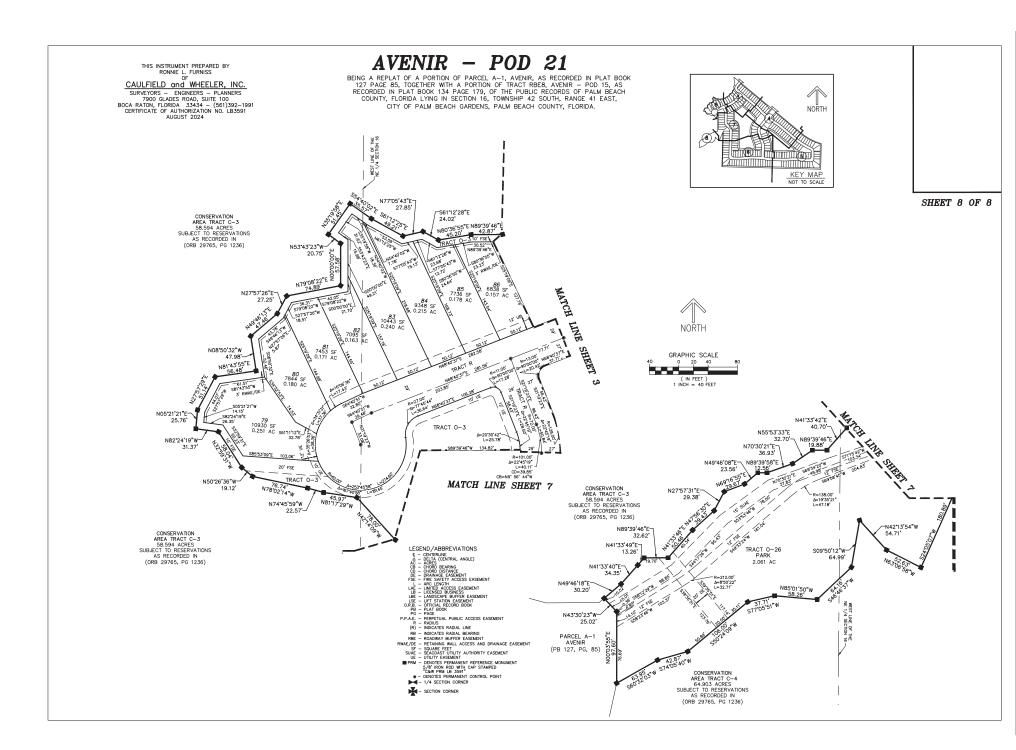












Prepared by and return to:

Tyrone T. Bongard, Esq. Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East West Palm Beach, Florida 33401



DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT ("Easement") is made this 30th day of September, 2024, by AVENIR DEVELOPMENT, LLC, a Florida limited liability company, with an address of 777 S. Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401 (the "Grantor"), to AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with an address of Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410 (the "Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a permanent, non-exclusive easement on, over, under, and across that certain real property located in Palm Beach County, Florida, which is owned by Grantor and is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Easement Area**") for the purpose of installing, maintaining, and operating underground stormwater drainage facilities.

This Easement is expressly subject to Grantor's reserved right to permit any other person, firm or corporation to lay cable, conduit, water and sewer lines, and other facilities within the Easement Area, and to make any other use of the Easement Area which is not inconsistent with this Easement. All drainage facilities within the Easement Area shall be underground and shall not, to the extent applicable, interfere with the use of the Easement Area.

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

All rights, benefits and burdens created by this Easement shall run with title to the Easement Area and shall be binding upon Grantor and its successors and assigns.

[Signature page follows]

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

WITNESSES:	GRANTOR:
Signed, sealed and delivered in the presence of:	AVENIR DEVELOPMENT, LLC, a Florida limited liability company
Witness #1 Signature	By: Name: Rosa Eckstein Schechter Title: Vice President
Witness #1 Printed Name	
Witness #1 Address	
Witness #2 Signature	
Witness #2 Printed Name	
Witness #2 Address	
STATE OF FLORIDA) COUNTY OF MIAMI-DADE)	
The foregoing instrument was acknowledged before online notarization thisday of September President of AVENIR DEVELOPMENT, LLC, a personally known to me or who □ has produced	2024, by Rosa Eckstein Schechter, as Vice Florida limited liability company, of who ⊠ is
	Notary Signature
	Print Name Notary Public – State of Florida My Commission Expires:

EXHIBIT "A"

Easement Area

[See attached]

This instrument prepared by:

Tyrone T. Bongard, Esq. Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East West Palm Beach, Florida 33401

[Space A	Above This Line for Recording Data]	
-		

PUBLIC UTILITY EASEMENT

THIS PUBLIC UTILITY EASEMENT ("Easement") is made this _____ day of _____, 2024, by AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with an address of Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410 (the "Grantor").

WITNESSETH:

Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants a permanent, non-exclusive easement on, over, under, and across that certain real property located in Palm Beach County, Florida, which is owned by Grantor and is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Easement Area**"), in favor of all applicable governmental authorities and all public utilities, and their successors and assigns (collectively "**Grantee**") to install, operate, maintain, repair, replace and remove their respective utility facilities.

This Easement is expressly subject to Grantor's reserved right to permit any other person, firm or corporation to lay cable, conduit, water and sewer lines, and other facilities within the Easement Area, and to make any other use of the Easement Area which is not inconsistent with this Easement. All utility facilities installed by Grantee within the Easement Area shall not, to the extent applicable, interfere with Grantor's use of the Easement Area.

Any party that uses the Easement Area for the purpose stated herein, to the extent allowed by law, shall indemnify and hold Grantor and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys' fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with such use of the Easement Area.

All rights, benefits and burdens created by this Easement shall run with title to the Easement Area and shall be binding upon Grantor and its successors and assigns.

[Signature page follows]

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

Witnesses:	<u>GRANTOR</u> :
	AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes
Print Name:	- -
Address:	By: Virginia Cepero, Chairperson Board of Supervisors
Print Name:Address:	
STATE OF FLORIDA)) SS: COUNTY OF MIAMI-DADE)	
□ online notarization, this day of the Board of Supervisors of Avenir Commun	wledged before me by means of ⊠ physical presence or, 2024, by Virginia Cepero, as Chairperson of aity Development District, a local unit of special purpose 190, Florida Statutes, on behalf of the District, who ⊠ oduced as identification.
	Notary Public – State of Florida
	Notary Stamp/Seal:

EXHIBIT "A"

Easement Area

See Attached.

DESCRIPTION:

A PORTION OF TRACT R1 OF 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:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT RW6, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 87° 09' 17" WEST, A DISTANCE OF 97.04 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 00° 15' 16" EAST, A DISTANCE OF 193.60 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 28.99 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 39.04 FEET; THENCE SOUTH 00° 15' 16" WEST, A DISTANCE OF 203.06 FEET; THENCE SOUTH 86° 53' 53" WEST, A DISTANCE OF 10.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.053 ACRES, MORE OR LESS.

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

NOTES:

- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
- LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 86°53'53" WEST ALONG THE 3. SOUTH LINE OF TRACT RW6, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135 PAGE 141, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- 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 AUGUST 26, 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.

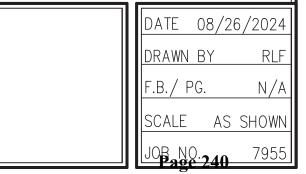
RONNIE L. FURNISS, PSM PROFESSIONAL SURVEYOR AND MAPPER #6272 STATE OF FLORIDA - LB #3591

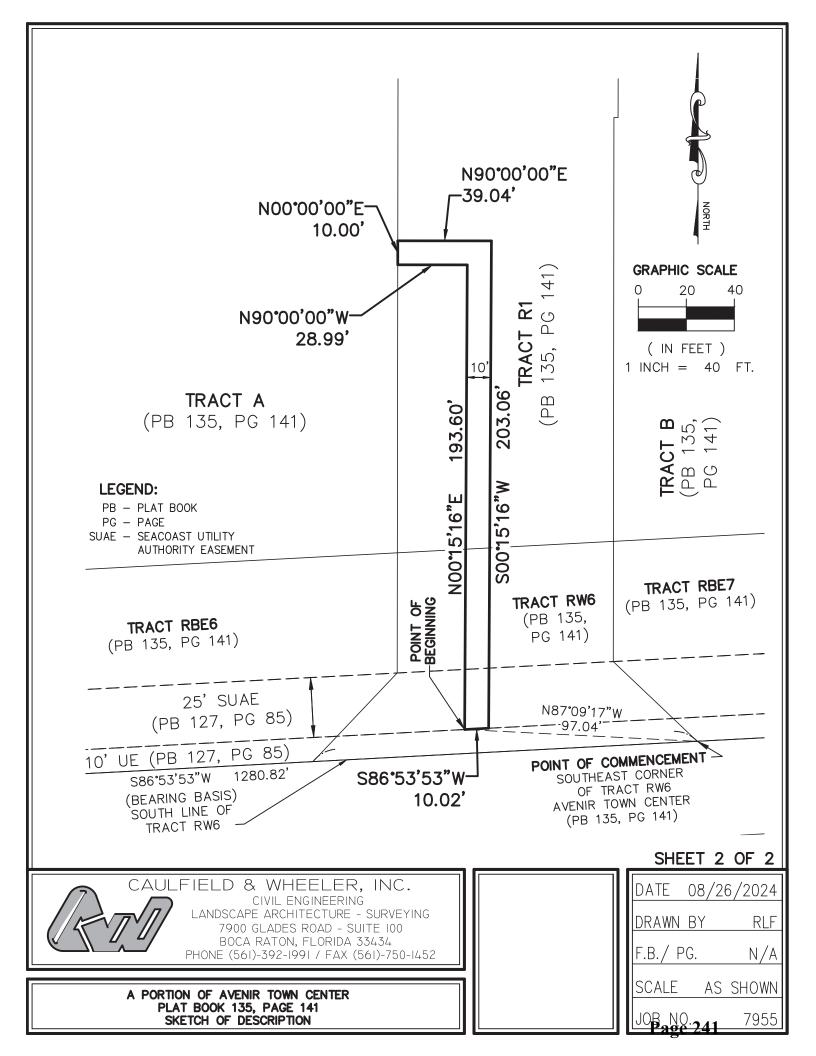
SHEET 1 OF 2



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

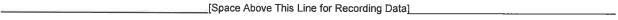
A PORTION OF AVENIR TOWN CENTER PLAT BOOK 135, PAGE 141 SKETCH OF DESCRIPTION





This instrument prepared by:

Tyrone T. Bongard, Esq. Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East West Palm Beach, Florida 33401



UTILITY EASEMENT

FOR AND IN CONSIDERATION of the mutual benefits, covenants and conditions contained herein, AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with an address of Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410 ("GRANTOR") hereby grants and conveys to FLORIDA PUBLIC UTILITIES COMPANY ("GRANTEE"), with an address of 208 Wildlight Avenue, Yulee, FL 32097, a non-exclusive easement to lay, construct, install, operate, maintain, repair and remove, in perpetuity, or until the use thereof is abandoned, underground pipelines and related appurtenances (the "FACILITIES") for the commodities located in the following described "Easement Area" within GRANTOR'S premises in Palm Beach County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof.

The rights herein granted to GRANTEE by GRANTOR include such non-exclusive rights and privileges as are reasonably necessary for GRANTEE'S safe and efficient construction, installation, operation, maintenance, repair and removal of the FACILITIES and for the enjoyment and use of the Easement Area for the purposes described above. Specifically, GRANTEE shall have the right to (a) inspect, alter, improve, repair, rebuild, relocate, and remove the FACILITIES; and (b) clear the Easement Area, of trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, maintenance, repair, or removal of the FACILITIES. GRANTEE shall make no use of the Easement Area except as expressly set forth herein.

Upon completion of the initial installation or any subsequent alteration, repair, maintenance, replacement or removal of the FACILITIES or any portion thereof, GRANTEE shall restore GRANTOR'S premises and permitted improvements as nearly as reasonably possible to the condition in which they existed immediately prior to the commencement of such work.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles, except fences, shall be located, constructed, excavated, or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to the FACILITIES. In accordance with Florida Statutes, S553.851(2), the GRANTOR hereby covenants that no excavation shall be commenced in the Easement Area without first notifying GRANTEE which will then, within forty-eight (48) hours, mark the gas pipelines, if any, in the Easement Area to be excavated.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, (c) that neither GRANTOR nor GRANTOR'S agents or employees shall interfere with GRANTEE'S quiet and peaceful non-exclusive possession, use, and enjoyment of this easement, and (d) that GRANTOR will not grant easement rights to any third party that would conflict with GRANTEE's rights hereunder.

	has executed this Utility Easement in manner and form sufficient, 2024.
Signed, sealed and delivered in the presence of:	GRANTOR:
Print Name: Gleen Valdes Address; 550 BIHMONE, WAY #1110	AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes By: Virginia Cepero, Chairperson Board of Supervisors
Address: 500, BIHMORE, Way #111	D
STATE OF FLORIDA) COUNTY OF MIAMI-DADE)	
online notarization, this \(\frac{1}{2}\) day of \(\frac{1}{2}\) of Supervisors of Avenir Community Deve	nowledged before me by means of ⊠ physical presence or □ 2024, by Virginia Cepero, as Chairperson of the Board elopment District, a local unit of special purpose government a Statutes, on behalf of the District, who ⊠ is personally known as identification.
	Notary Public – State of Florida Notary Public – State of Florida Notary Public – State of Florida
	Notary Stamp/Seal: NOTARY PUBLIC PUBL
ACTIVE 24254006 1	-2-

EXHIBIT "A"

Easement Area

[See Attached]

DESCRIPTION:

A PORTION OF TRACT R1, TRACT RBE5, TRACT RW5, TRACT RBE6, TRACT RW6 AND TRACT RBE7 OF 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 SOUTHWEST 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, NORTH 86° 53' 53" EAST, A DISTANCE OF 1275.25 FEET; THENCE, NORTH 86° 08' 53" EAST, A DISTANCE OF 169.79 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 5.01 FEET; THENCE, SOUTH 86° 08' 53" WEST, A DISTANCE OF 169.49 FEET; THENCE, SOUTH 86° 53' 53" WEST, A DISTANCE OF 1275.35 FEET; THENCE, SOUTH 88° 26' 13" WEST, A DISTANCE OF 15.03 FEET; THENCE, NORTH 01° 33' 47" WEST, A DISTANCE OF 5.00 FEET; THENCE, NORTH 88° 26' 13" EAST, A DISTANCE OF 14.96 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF TRACT R1 OF 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:

COMMENCING AT THE SOUTHWEST 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, NORTH 86° 53′ 53″ EAST, A DISTANCE OF 554.06 FEET; THENCE NORTH 00° 00′ 00″ WEST, A DISTANCE OF 200.37 FEET; THENCE NORTH 90° 00′ 00″ EAST, A DISTANCE OF 247.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90° 00′ 00″ EAST, A DISTANCE OF 19.54 FEET; THENCE NORTH 00° 00′ 00″ EAST, A DISTANCE OF 288.38 FEET; THENCE NORTH 90° 00′ 00″ EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 00° 00′ 00″ EAST, A DISTANCE OF 293.38 FEET; THENCE NORTH 90° 00′ 00″ WEST, A DISTANCE OF 24.54 FEET; THENCE NORTH 00° 00′ 00″ EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.204 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.
- LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 86°53'53" EAST ALONG THE SOUTH LINE OF TRACT A, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135 PAGE 141, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- 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 AUGUST 26, 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 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

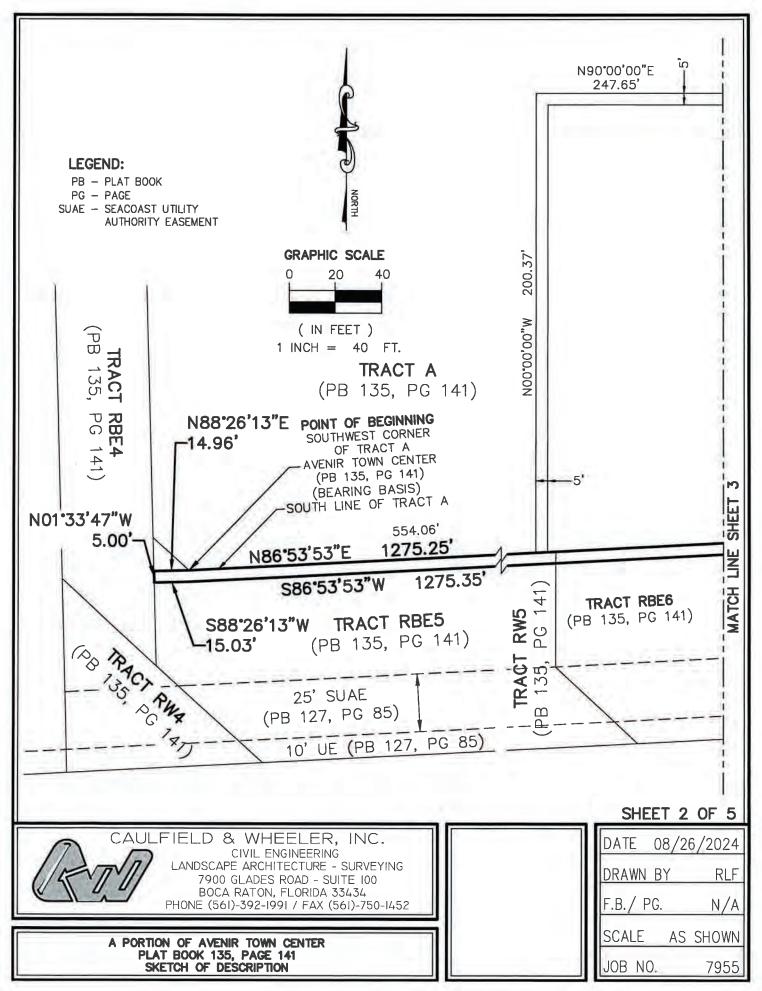
BOCA RATON, FLORIDA 33434

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

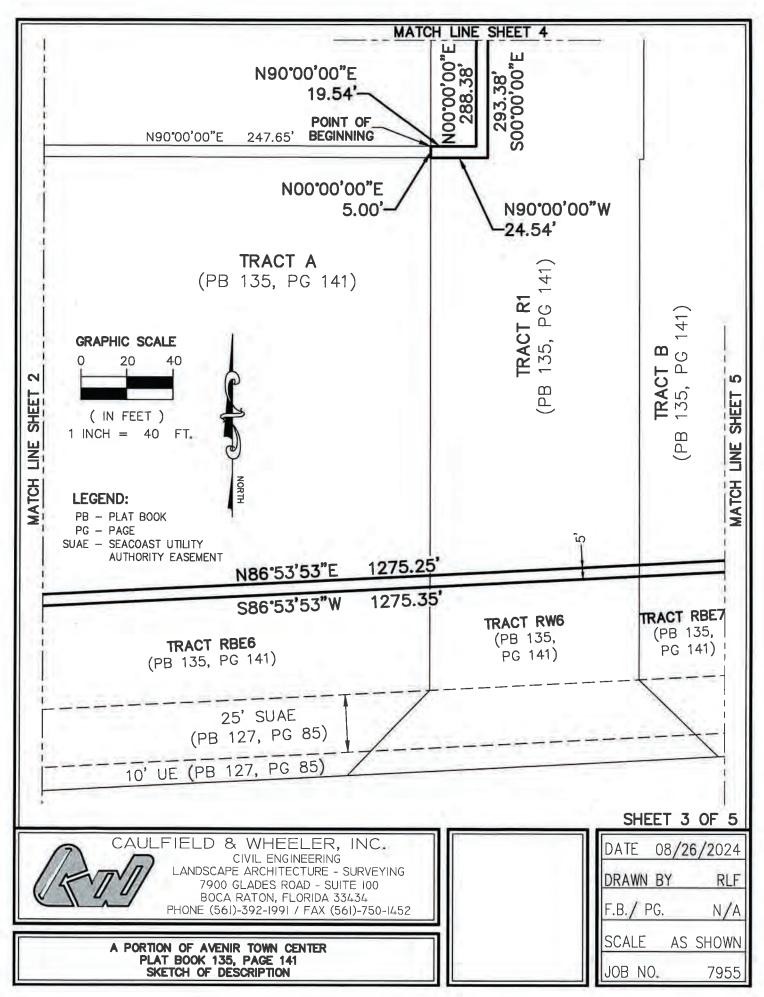
A PORTION OF AVENIR TOWN CENTER PLAT BOOK 135, PAGE 141 SKETCH OF DESCRIPTION



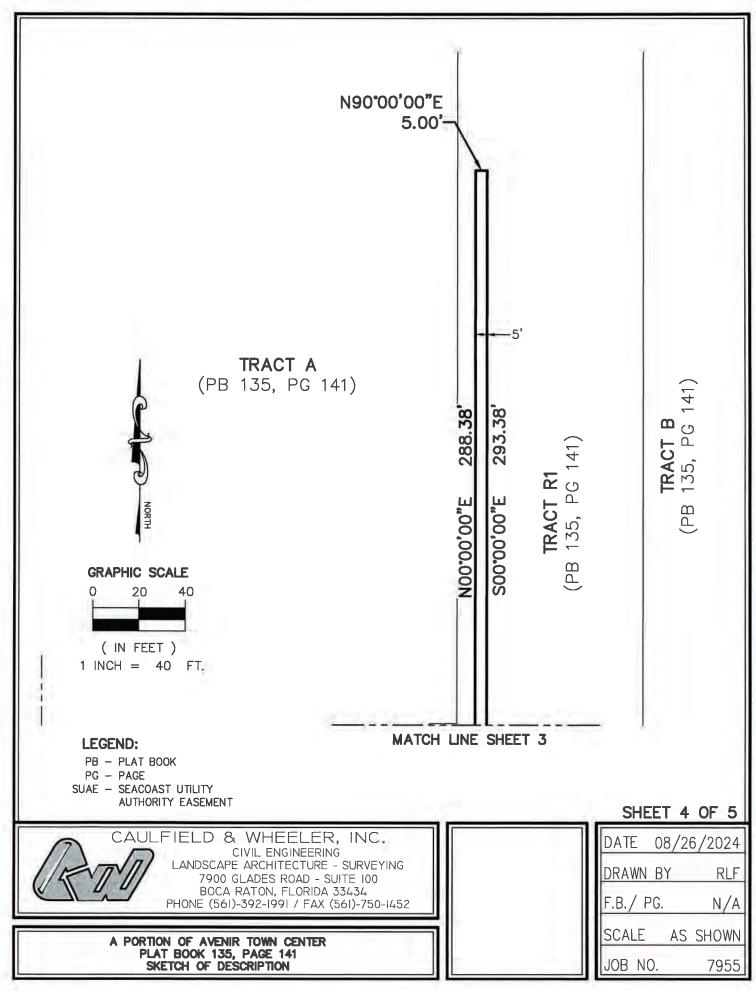
DATE	08/2	6/2024
DRAWN	BY	RLF
F.B./ P	G.	N/A
SCALE	AS	SHOWN
JOB NO),	7955

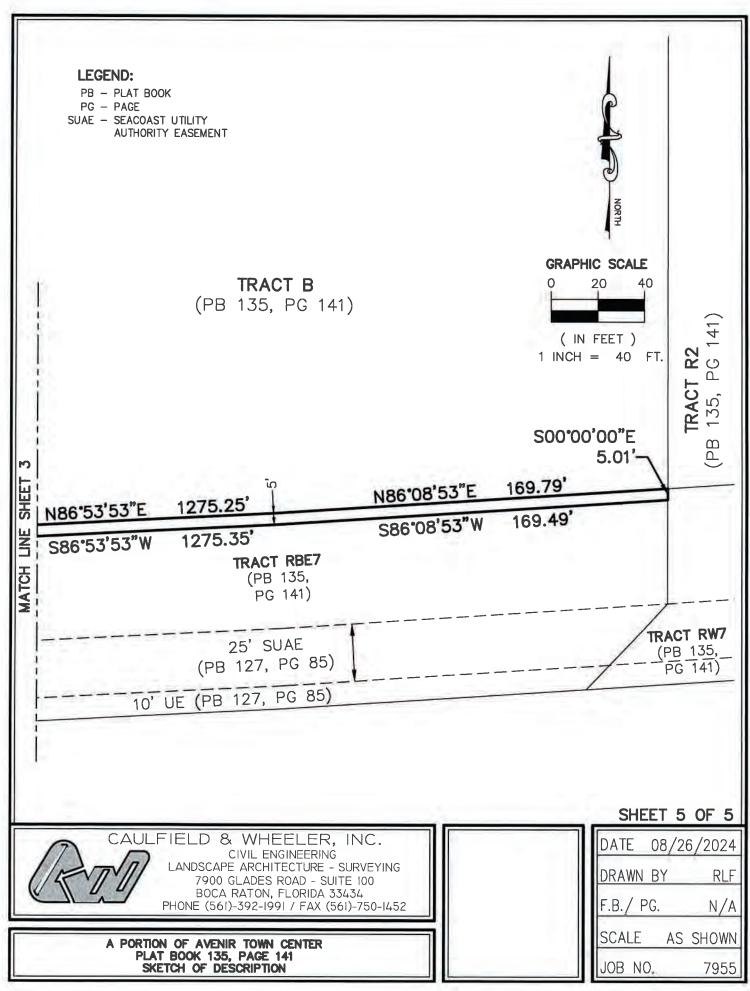


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GRADE CROSSING MAINTENANCE AGREEMENT

THIS GRADE CROSSING MAINTENANCE AGREEMENT (this "Agreement"), effective as of _________, 202___ (the "Effective Date"), is between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business located at 500 Water St., Jacksonville, FL 32202, hereinafter called "CSXT," and AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and a political subdivision of the State of Florida, hereinafter called "AGENCY".

WITNESSETH:

WHEREAS, upon completion of the Project, the AGENCY will use, maintain, repair, renew, replace and ultimately remove the CROSSING and WARNING DEVICES under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1) The CROSSING includes but is not limited to, the track structure, grade

> Auburndale Subdivision; SX 953.61 CSXT OP NO. FL2870

crossing surface, any railroad crossing warning signs, and automatic grade crossing

warning devices which are, or might be, located within or adjacent to the above-described

location. Upon completion of the Project, the CROSSING shall be thereafter maintained as

provided herein at the sole cost and expense of the AGENCY.

a) AGENCY shall maintain and repair, at its sole cost and expense, all parts

comprising the permanent aspects of the Project, as shown by the Plans, consisting

of roadway pavement up to the outer ends of the railroad cross ties, sidewalks,

guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the

event AGENCY fails to do so after reasonable notice from CSXT (unless an

emergency condition exists or is imminent in the opinion of CSXT that requires

immediate action), CSXT may perform such maintenance and repair, at

AGENCY's sole cost and expense.

b) CSXT shall maintain and repair the crossing surface between the ends of its cross

ties and its signal facilities at the CROSSING, at AGENCY's sole cost and expense.

c) AGENCY shall not undertake any alteration, modification or expansion of the

CROSSING, without the prior written approval of CSXT, which may be withheld

for any reason, and the execution of such agreements as CSXT may require. CSXT

may undertake alterations and/or maintenance of its property, track or facilities and

shall be reimbursed by AGENCY for the expenses incurred by CSXT with respect

to the removal and restoration of the crossing in connections with such alteration

and/or maintenance.

2) Notwithstanding any rights granted to the AGENCY herein, CSXT reserves

the right to perform all work required on CSXT's property and right-of-way at the

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> Auburndale Subdivision; SX 953.61 CSXT OP NO. FL2870

CROSSING including construction, drainage, lighting and vegetation management, in

which event AGENCY shall pay CSXT the entire cost and expense of labor, materials and

equipment furnished by CSXT in performing such work. CSXT agrees to furnish

AGENCY with at least seven (7) days written notice that any such work is be performed

by CSXT, except in those instances when CSXT reasonably determines that notice is not

practicable and immediate action by CSXT is required.

3) The CROSSING shall be used for public at-grade road crossing purposes only

and no utility (including telecommunications facilities, pipes, wires, cables) or other line or

structure, materials, vegetation or other improvements shall be placed in, on or over the

CROSSING without the previous consent in writing of CSXT and the execution of such

additional agreements as CSXT deems necessary.

4) This Agreement shall terminate immediately on the date of termination of the

easements rights granted and conveyed by CSXT to the AGENCY pursuant to that certain

Deed of Easement granted by CSXT to Agency and recorded in the records of Palm Beach

County, Florida.

5) RESERVED.

6) Unless otherwise specified in this Agreement or the Project Agreement, the cost

of and liability for installation, construction, maintenance, replacement and removal of all

facilities at the CROSSING, including but not limited to the track structure, any railroad

crossing warning signs, crossing surfaces and automatic crossing warning devices, whether

performed by the AGENCY or CSXT, shall be the sole responsibility of the AGENCY.

7) The WARNING DEVICES at the CROSSING are (or will be, after

construction by CSXT pursuant to the Construction Agreement) a Type IV Class III

installation as defined in the Florida Department of Transportation Schedule of Signal

Page 3 of 13

> Auburndale Subdivision; SX 953.61 CSXT OP NO. FL2870

Installations by Type and Class attached hereto as Exhibit B.

The AGENCY shall pay unto CSXT annually the annual cost of maintenance of

said WARNING DEVICES as provided in the Florida Department of Transportation's

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING

TRAFFIC CONTROL DEVICES, as may in the future be revised or amended, a copy of which

is attached hereto as Exhibit A and incorporated herein by reference. The annual cost of

maintenance is due on the anniversary date of the Effective Date of this Agreement.

The WARNING DEVICES shall remain at the CROSSING SITE until the Florida

Department of Transportation ("FDOT") decides that they are no longer needed or should be

replaced, or until other legal requirements are imposed which shall eliminate or substantially

change their operations.

8) Pursuant to the Construction Agreement, CSXT will install a eighty-one foot

(81') crossing surface at the CROSSING (the "SURFACE"). On each anniversary of the

Effective Date until termination of this Agreement, AGENCY shall pay an annual fee to

CSXT in the amount of FIVE THOUSAND FIFTY-SIX AND 00/100 DOLLARS

(\$5,056.00), towards the ongoing maintenance of the SURFACE (the "Annual Surface Fee").

The Annual Surface Fee shall be increased each year in accordance with Section 9.

9) The Annual Warning Device Fee and Annual Surface Fee ("Annual Fees")

shall be adjusted on an annual basis by three percent (3%) per annum.

10) When CSXT determines that the replacement of the SURFACE is more

economical than its continued maintenance, CSXT shall have the exclusive option to

replace the SURFACE with its standard timber and asphalt surface. In the event AGENCY

requests that CSXT install a different type of grade crossing surface and CSXT agrees to

Page 4 of 13

Auburndale Subdivision; SX 953.61

CSXT OP NO. FL2870

do so, the difference in cost between the then current estimated replacement cost of CSXT's

standard timber and asphalt surface and the AGENCY's requested surface type shall be the

sole responsibility of the AGENCY.

11) The AGENCY shall, at its sole expense, maintain and replace the remainder of

the road on either side of the SURFACE within CSXT's right-of-way at the CROSSING,

plus any paving which may be located between the ends of the ties. AGENCY shall perform

such work in accordance with the time and operational requirements of CSXT. The

AGENCY will give prior notice to CSXT of all work to be performed by it at or near the

CROSSING and no such work shall be performed by AGENCY without the prior approval

of CSXT and the execution of such additional agreements as CSXT deems necessary. All

work performed by the AGENCY shall be conducted at such times and in such manner as

to not interfere or impede the operations of CSXT. CSXT shall provide a construction

watchman or other protective services at the CROSSING while work is being performed

by the AGENCY under the provisions of this Agreement, at the sole expense of the

AGENCY (at the time of this Agreement, the rate for this service is approximately

\$1,680.00 per day).

12) The AGENCY agrees, acknowledges and understands that CSXT reserves the

right to make any changes at any future time in its existing tracks or other facilities,

including the installation, maintenance and operation of any additional track or tracks or

other facilities on its right-of-way at the CROSSING. CSXT shall be reimbursed by

AGENCY for the expenses incurred by CSXT with respect to the removal and restoration of

the crossing in connections with such changes or alterations. The AGENCY agrees to

promptly relocate any AGENCY facilities to accommodate any CSXT changes within

thirty (30) days of a request by CSXT to do so, at AGENCY's sole cost and expense.

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Palm Beach Gardens, Palm Beach County, FL New Crossing at Coconut Blvd

977004C; Florida Zone Auburndale Subdivision; SX 953.61

CSXT OP NO. FL2870

AGENCY may request a reasonable extension beyond this thirty (30) day period, which

CSXT will make every effort to grant provided that the removal or relocation of AGENCY

facilities is not necessary, in CSXT's discretion, for CSXT to maintain its common carrier

obligations to provide rail service safely and efficiently.

13) The AGENCY agrees that it will install, maintain and replace all necessary

drainage facilities to prevent the accumulation of surface water due to the existence of the

CROSSING. Such facilities must first be approved by the CSXT and any governing bodies

having jurisdiction thereof and operation of the facilities shall also be subject at all time to

their approval. An additional license agreement may be required by the CSXT, depending

upon the location of such drainage facilities and type, size, depth and other specifications

of the proposed facilities.

14) Lighting facilities adequate to comply with the requirements of the laws of the

State of Florida covering illumination of the road crossing shall be installed, maintained

and replaced at or near this CROSSING by and at the sole cost of AGENCY.

15) Facilities at or near the CROSSING that are not specifically covered by this

Agreement, including but not limited to pedestrian walkways, may not be constructed by

AGENCY at or near the CROSSING without the prior written approval of CSXT, which

approval is in CSXT's sole discretion. The cost and liability for such facilities, including

but not limited to claims for personal injury or death or damage to property of any person

or persons whomsoever, shall be the sole responsibility of AGENCY.

16) If at any time CSXT, at AGENCY's request, performs work required to be

performed by AGENCY hereunder, the cost and liability for such work arising out of claims

for personal injury or death or damage to property of any person of persons whomsoever,

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Auburndale Subdivision; SX 953.61 CSXT OP NO. FL2870

to the extent caused by the intentional or negligent acts or omissions of the AGENCY, shall

be the sole responsibility of AGENCY.

17) The AGENCY further covenants to pay CSXT, within thirty (30) days after

presentation of the same, all invoices submitted by CSXT under this Agreement. Failure

to promptly pay to CSXT amounts billed as due under this Agreement shall constitute

default by the AGENCY. In the event the AGENCY fails to pay CSXT any sums due to

CSXT under this Agreement, AGENCY shall pay CSXT an interest rate at the lesser of

1.0% per each month of delinquency or the maximum rate of interest permitted by

applicable law on the delinquent amount until paid in full. In the event AGENCY fails to

comply with any of the other terms and conditions of this Agreement, then, at the option

of CSXT, CSXT may elect, by delivery of notice to AGENCY, not to perform CSXT's

obligations under this Agreement, up to and including closing the crossing, until the

AGENCY cures any such default to CSXT's satisfaction.

18) At the termination of this Agreement as provided above, all rights of the

AGENCY shall terminate and the AGENCY shall remove, under CSXT's supervision and

direction, at AGENCY's entire cost and expense, said road and all non-CSXT-owned

improvements placed upon the CSXT's right-of-way and restore the ground to its original

condition.

19) To the fullest extent permitted by state law, the AGENCY shall indemnify,

defend and hold harmless CSXT for assessments or other charges of any kind whatsoever

against the CSXT at any time for any portion of public improvements installed on or within

two hundred (200) feet of the CROSSING arising out of the existence of the CROSSING.

20) The AGENCY shall not in any way, or at any time, interfere with or obstruct

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Auburndale Subdivision: SX 953.61

CSXT OP NO. FL2870

CSXT's right-of-way, the movement of CSXT's trains and other railroad operations, or

interfere with the CSXT's use thereof, or the use thereof by CSXT's assigns, invitees,

lessees or licensees.

21) To the fullest extent permitted by state law, the AGENCY shall, and shall

require its contractor to, indemnify, defend and hold harmless CSXT, its affiliates, officers,

directors and employees from any and all suits, claims, liability, losses, damages, expenses

and costs (including reasonable attorney's fees) incurred by or asserted against CSXT

whether for personal injury or death or damage to property of any person or persons

whomsoever, to the extent relating to, resulting from or arising out of any future

maintenance or replacement of the CROSSING by AGENCY, the performance of work by

AGENCY hereunder, the negligent acts or omissions of AGENCY, or the use of the

CROSSING or AGENCY facilities, including but not limited to pedestrian walkways, at

or near the CROSSING. The AGENCY shall have no indemnification obligation for the

negligent acts or omissions or the intentional, wrongful acts of CSXT. Nothing in this

Agreement shall be construed as a waiver of the protections, immunities, and limitations of

liability afforded the AGENCY pursuant to the doctrine of sovereign immunity or Section

768.28, Florida Statutes.

22) At least thirty (30) days prior to AGENCY's performance of any work in

connection with the CROSSING, AGENCY's performance of any work in connection with

the CROSSING, AGENCY or its contractor shall notify CSXT or its authorized

representative. CSXT shall review AGENCY's request for approval and/or authorization

to proceed. Such approval and/or authorization to proceed shall include (if applicable) the

execution of such additional agreement(s) as CSXT deems necessary and CSXT's

requirement to furnish protective services including but not limited to flagmen,

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Auburndale Subdivision; SX 953.61

CSXT OP NO. FL2870

construction watchmen, field construction inspectors, etc. ("Protective Services") for the

protection of CSXT's employees, property and train operations with respect to AGENCY's

work activity. Any such Protective Services shall be furnished at AGENCY's sole cost and

expense (at the time of this Agreement, the rate for this service is approximately \$1,680.00

per day). AGENCY shall abide by all instructions of CSXT's Regional Engineer, or his or

her authorized representative, in the performance of any work at the CROSSING.

In addition to, but not in limitation of any of the foregoing provisions, if at any

time CSXT should deem it necessary to place Protective Services for the protection of any

person or property, during the construction, maintenance, repair, alteration, renewal, or

removal at the CROSSING, CSXT shall have the right to place such Protective Services,

or other persons, at the sole cost and expense of the AGENCY. The furnishing or failure to

furnish Protective Services, or other persons, by the CSXT under this paragraph, however,

shall not release AGENCY from any and all other liabilities assumed by AGENCY under

the terms of this Agreement, including its obligations under Paragraph 20 hereof.

23) Installation, maintenance and replacement of any and all railroad advance

warning signs and pavement markings on any road approaching the CROSSING shall be

the sole responsibility and cost of the AGENCY, and at its sole expense.

24) The AGENCY hereby acknowledges that it has been notified that its personnel

will or may be working in an area containing active fiber-optic transmission cable as well

as other cables and other facilities.

25) If any provision or provisions of this Agreement shall be held to be invalid,

illegal or unenforceable, the validity, legality and enforceability of the remaining

provisions shall not in any way be affected or impaired thereby.

Page 9 of 13

Auburndale Subdivision; SX 953.61 CSXT OP NO. FL2870

26) This Agreement will be governed by the laws of the State of Florida. It

constitutes the complete and exclusive statement of the Agreement between the parties

which supersedes all proposals, oral or written, and all other communications between the

parties related to the subject matter of this Agreement. Any future change or modification

of this Agreement must be in writing and signed by both parties.

27) Upon completion of the Project and except as otherwise provided in this

Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent

with, any provision in any of the Project Agreement, the provision contained in this

Agreement shall govern and control.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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IN WITNESS WHEREOF, the CSXT and the AGENCY have caused this instrument to be executed in their corporate names in duplicate the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

AVENIR COMMUNITY DEVELOPMENT DISTRICT	CSX TRANSPORTATION, INC.	
By:	By:	
Virginia Cepero, Chairman Board of Supervisors	Name:	
Title:	-	
	Date:, 2024	
ATTEST:		
Ву:		
Jason Pierman, Secretary		
Date:, 2024		

EXHIBIT "A"

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	DESCRIPTION	COST*
I	2-Quadrant Flashing Lights with One Track	\$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,158.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,600.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$8,930.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011

Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22. 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S

^{*}This schedule will become effective July 1, 2016 and will be reviewed every 5 years and revised as appropriated based on the Consumer Price Index for all Urban consumers published by the U.S. Department of Labor.

EXHIBIT "B" FLORIDA DEPARTMENT OF TRANSPORTATION

Listed Below are signal installations by type and class:

FLASHING SIGNALS - ONE TRACK Type = 1, Class = 1

FLASHING SIGNALS - MULTIPLE TRACKS Type = 1, Class = 2

FLASHING SIGNALS AND CANTILEVER - ONE TRACK Type = 2, Class = 1

FLASHING SIGNALS AND CANTILEVERS - MULTIPLE TRACKS Type = 2, Class = 2

FLASHING SIGNALS AND GATE - ONE TRACK Type = 3, Class = 3

FLASHING SIGNALS AND GATE - MULTIPLE TRACKS Type = 3, Class = 4

FLASHING SIGNALS AND GATE WITH CANTILEVER - ONE TRACK Type = 4, Class = 3

FLASHING SIGNALS AND GATE WITH CANTILEVER - MULTIPLE TRACKS Type = 4, Class = 4

TYPE OF TRAFFIC CONTROL DEVICES

- I Flashing signals
- II Flashing signals with cantilevers
- III Flashing signals with Gate
- IV Flashing signals with cantilevers & gate

CLASS OF TRAFFIC CONTROL DEVICES

- I Flashing signals one track
- II Flashing signals multiple track
- III Flashing signals & gates one track
- IV Flashing signals & gates multiple track

FDOT-Type-Clas





FPL Work Request Number: 12930219

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Avenir Community Development District	(hereinafter called the
Customer), requests on this 16 day of September, 2024, from FLORIDA POWER & LIGHT COMPANY	(hereinafter called FPL), a
corporation organized and existing under the laws of the State of Florida, the following installation or modific	cation of lighting facilities at
(general boundaries) Avenir - 16 Pedestrian SL's infront of Town Center along Northlake Blvd , located	in Palm Beach Garden
Florida.	

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
LED, Mesa Fixture	75	7456	4000K	16	0
		,			
		-			

⁽¹⁾ Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Black Tapered Concrete Pole 14'6'(10' MH)	16	0

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): Install 16 x 75Watt 4K Mesa LED fixtures on 14.6' (10' MH) Tapered concrete pole, a Customer installing required conduit and hand-holes.

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

FPL AGREES:

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

THE CUSTOMER AGREES:

- 2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$122.01 These charges may be adjusted subject to review and approval by the FPSC.
- To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
- To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to reviewand approval by the FPSC.
- 5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
- 6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessaryfor planning the design and completing the construction of FPL facilities associated with the Lighting System.
- 8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
- 9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal ofstumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trenchlocations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
- 10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

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

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

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

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

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

Charges and Terms Accepted:

Avenir Community Development District	FLORIDA POWER & ILIGHT COMPANY lego Febres
Customer (Print/or type name of Organization) By: Usua Claud	Diego Febres Diego Febres Ou=LED Lighting Solutions, email=diego.febres@fpl.com, c=US Date: 2024,09,16 09;24:12 -04'00'
Signature (Authorized Representative)	(Signature)
Virginia Cepero	Diego Febres
(Print or type name)	(Print or type name)
Title: Chair	Title: FPL Sr. Representative, LED Lighting Solutions

CONSTRUCTION CONTRACT

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

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

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

AVENIR BYPASS ROAD - UNDERGROUND DRY UTILITIES

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

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

Attachment "A" - Scope of Work Attachment "B" - Contract Documents

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

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

Owner	Contractor

to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of <u>Two Hundred Twenty Five</u> <u>Thousand Dollars and Zero Cents (\$225,000.00)</u> subject to the additions and deductions as provided for in this Agreement.

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

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

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

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

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

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

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

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

Owner	CONTRACTOR

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

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

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

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

8.	Contractor agrees that the insurance required by this Section will be maintained
	continuously from the commencement of the Work until the entire Work to be

Owner	Contractor

performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.

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

Owner	Contractor

in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract.

- F. ASSIGNMENT: The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub--contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the letter shall expressly agree to this provision.
- G. OSHA: The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.
- H. GUARANTEE: The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes, and will be of good quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

Owner	Contractor
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- I. ARBITRATION: All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. CONTRACT CHANGES: No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.
- K. DEFAULT AND TERMINATION: Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contact,

Owner	Contractor

and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

- L. COST INCREASES: Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.
- M. LIMIT ON DAMAGES: Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for whim the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.

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

To Owner: AVENIR COMMUNITY DEVELOPMENT DISTRICT

2501A Burns Road

Palm Beach Gardens, FL 33410

Attn: Jason Pierman, District Manager

With Copy To: BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

515 East Las Olas Boulevard, Suite 600

Ft. Lauderdale, FL 33301

Attn: Michael J. Pawelczyk, Esq., District Counsel

To Contractor: SPF UNDERGROUND UTILITIES, INC.

1220 SW Dyer Point Rd. Palm City, FL 34990 Attn: Scott Fruggiero

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

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

Ρ.	PAYMENT AND	PERFORMANCE	BOND: The	Contractor	shall secur	e a Sectio	on 25	5.05
	Florida Statutes	, Payment and	Performanc	e Bond ("F	erformance	Bond") i	n the	full

Owner	Contractor
-------	------------

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

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

R. PUBLIC RECORDS:

- (a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
 - 1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
 - 2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and
 - 4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt

Owner	Contractor

or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

- (b) Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Owner pursuant to Section 119.0701(3), Florida Statutes. If notified by the Owner of a public records request for records not in the possession of the Owner but in possession of the Contractor, the Contractor shall provide such records to the Owner or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- (c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:

SPECIAL DISTRICT SERVICES, INC. 2501A BURNS ROAD PALM BEACH GARDENS, FLORIDA 33410 TELEPHONE: 561-630-4922

EMAIL: BBARBA@SDSINC.ORG

S. SCRUTINIZED COMPANY LIST:

- (a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.
- (b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the CDD may immediately terminate this Agreement for cause if the Contractor is found to have Owner Contractor

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

T. E-VERIFY:

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

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

Owner	Contractor

WITNESSES:	OWNER: AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes
Print Name:	Ву:
	Name: Virginia Cepero, Chairperson
	Board of Supervisors
Print	Dated:
Name:	
WITNESSES:	CONTRACTOR: SPF UNDERGROUND UTILITIES, INC., a Florida corporation
Print Name:	Ву:
	Name: Scott Fruggiero
	Title: President
Print Name:	Dated:

ATTACHMENT "A" SCOPE OF WORK

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

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

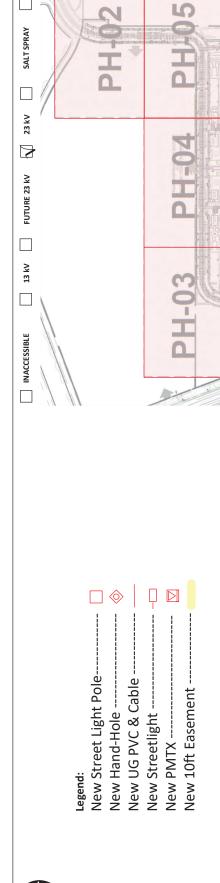
Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting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

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

Owner	Contractor
OWITEI	CONTRACTOR

ATTACHMENT "B" CONTRACT DOCUMENTS

Owner_____ Contractor_____



FEEDER: ACREAGE (06761)

EASEMENT WILL BE REQUIRED

SALES REP: DEIGO FEBRES

PAGE-2

PAGE-7

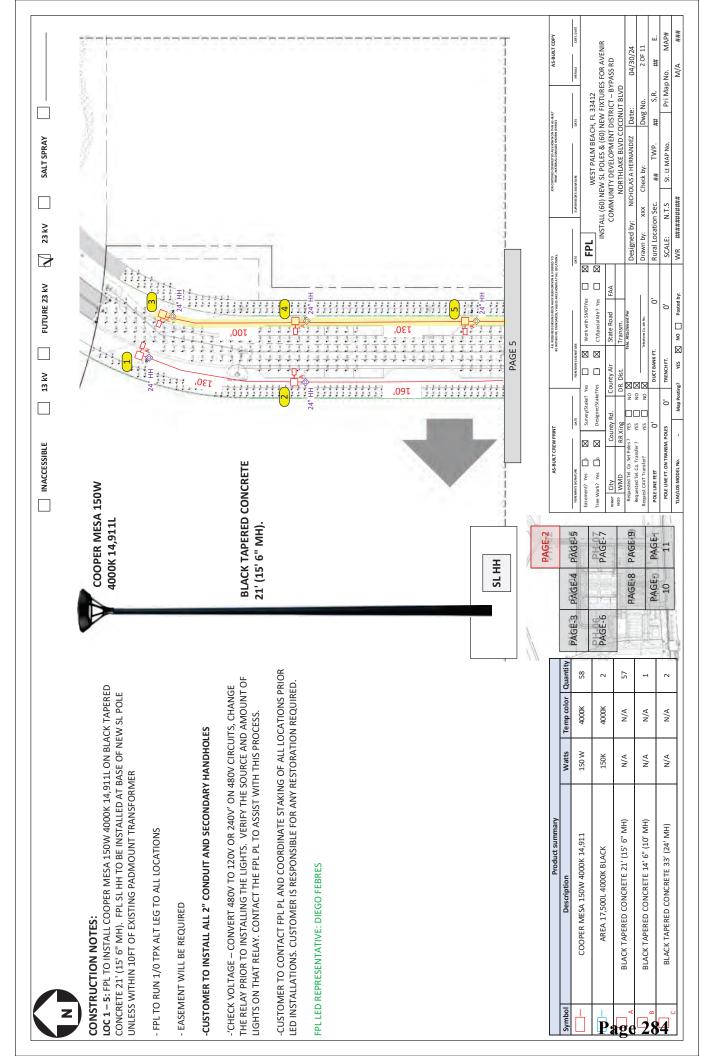
AGE24 PAGE25

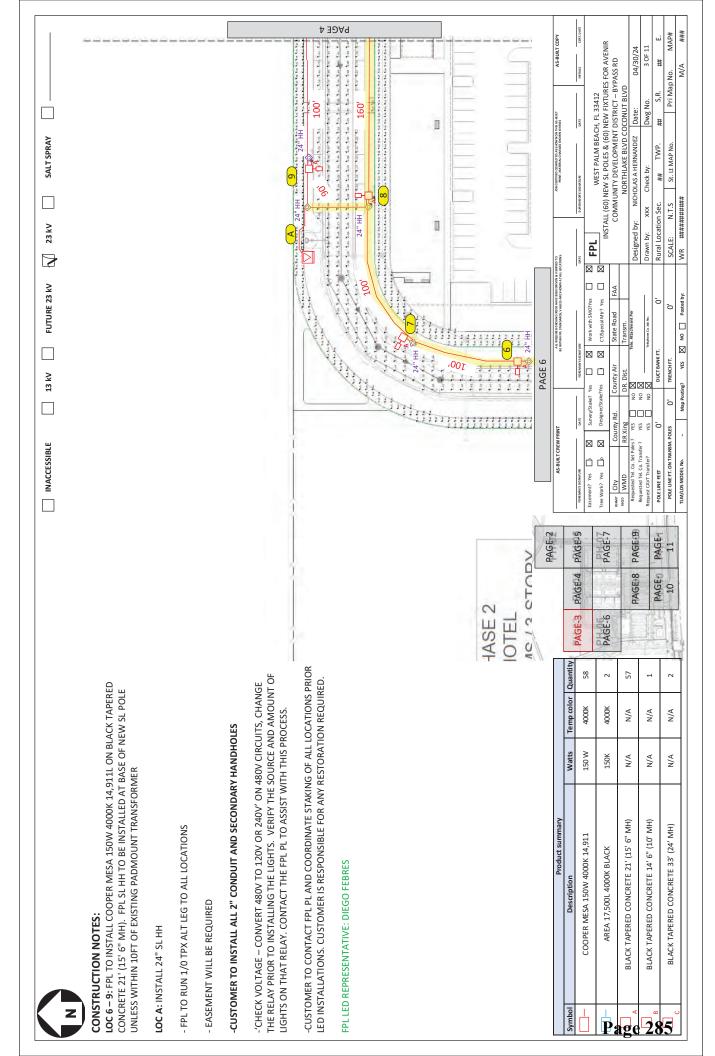
4GE-8 PAGE-9

PAGE-11

	Product summary						
Symbol	Description	Watts	Temp color Quantity	Quantity	00110	20110	
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58	PAGE-3	PAGE-3 PAGE-4	The !
P	AREA 17,500L 4000K BLACK	150K	4000K	2	PAGE-6		
ige	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57		PAGF:8	
28	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1		PAGE	11
3	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2		10	A DO

AS-BUILT CREW PRINT	EW PRINT			8 4	ALL REQUIRE D GROUND RODS HAVE BEEN DRIVEN & Y BREED TO REWITHIN FR. STANDARDS, VAILUES ARES HOWN AT ALL LOCATIONS	AVE BEEN DRIVEN. ES ARE S HOWN A T	N & V ENERD TO TALL LOCATIONS			JOS CERTIFIED COMI. PRINT. MATER	OB CERTIFIED COMPLET ED AS SHOWN ON THE AS-BUET PRINT, MATERIAL CHANGES SHOWN ON ROS	HS AS-BULT DAROS		AS-BUILT COPY	λdC
FOR MAN'S SIGNATURE	E M		FOREMA	FORE MANYS SIG NAT URE	lat.		DATE		S UPERVISOR'S SIGNATURE	SIGNATURE		DATE	IMTMS	İ	CERT. DATE
Easement? Yes	Sur	Survey/Stake? Yes	**************************************	×	Work with SMO?Yes	*	⊠	Ē							
Tree Work? Yes		Designer/Stake?Yes	a s	\boxtimes	CT/Special Mtr? Yes		<u> </u>	INST	WEST PALM BEACH, FL 33412 INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR	WEST F EW SL PO	WEST PALM BEACH, FL 33412 V SL POLES & (60) NEW FIXTUF	.H, FL 33 NEW FI	412 XTURES FC	R AVENIE	~
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WMD	RR Xing	۵	DR. Dist.		Transm.				_	JORTHLAI	NORTHLAKE BLVD COCONUT BLVD	DCONUT	r BLVD		
Requested Tel. Co. Set Poles ?	as? YES	2 2		l _e	Tele. Attachment Per		۵	Designed by:		NICHOLAS A HERNANDEZ	RNANDEZ	Date:	0	04/30/24	
Request CAVT Transfer?			 3⊠	-	Telephone Co. Job No.	ı	ū	Drawn by:	XXX	Check by:		Dwg No.	.0	1 OF 11	
POLE LINE FEET	0		DUCT BANK FT.	ANK FT.		-0	- Z	Rural Location Sec.	on Sec.	#	TWP.	#	S,R.	#	ы
POLE LINE FT. ON TRANSM. POLES	M. POLES	,0	TRENCH FT.	E	,0		0)	SCALE:	N.T.S	St. Lt N	St. Lt MAP No.	_	Pri Map No.		MAP#
TLM/LDS MODEL No.	,	Map Posting?		ves 🛛	No Posted by:	d by:	>	WR ####	#########				2	M/A	#







CONSTRUCTION NOTES:

LOC 10 – 20; FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

LOC B: INSTALL 24" SL HH

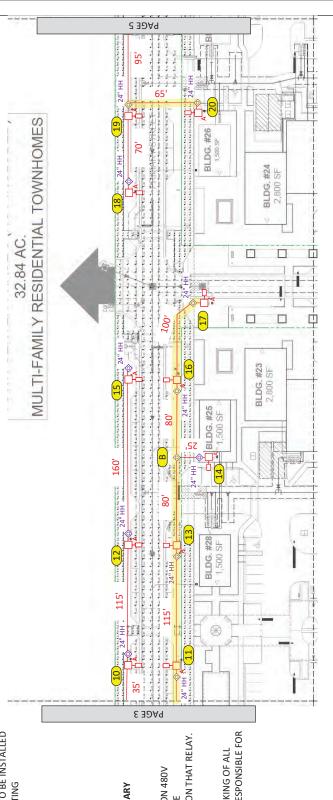
- · FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS
- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY **HANDHOLES**

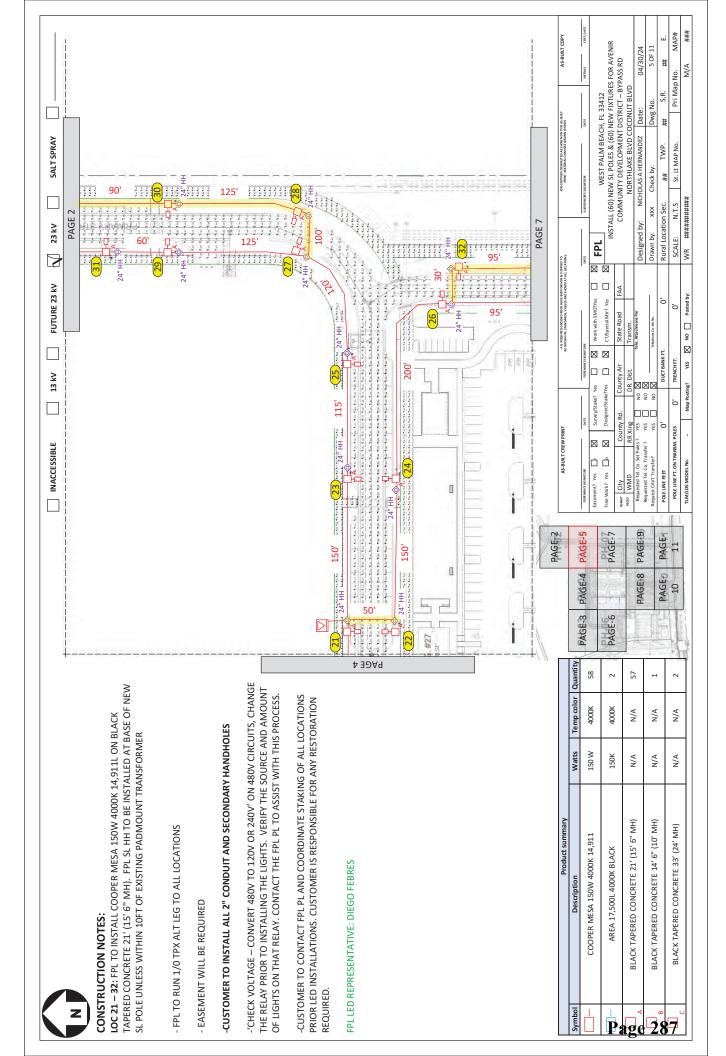
LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. -'CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

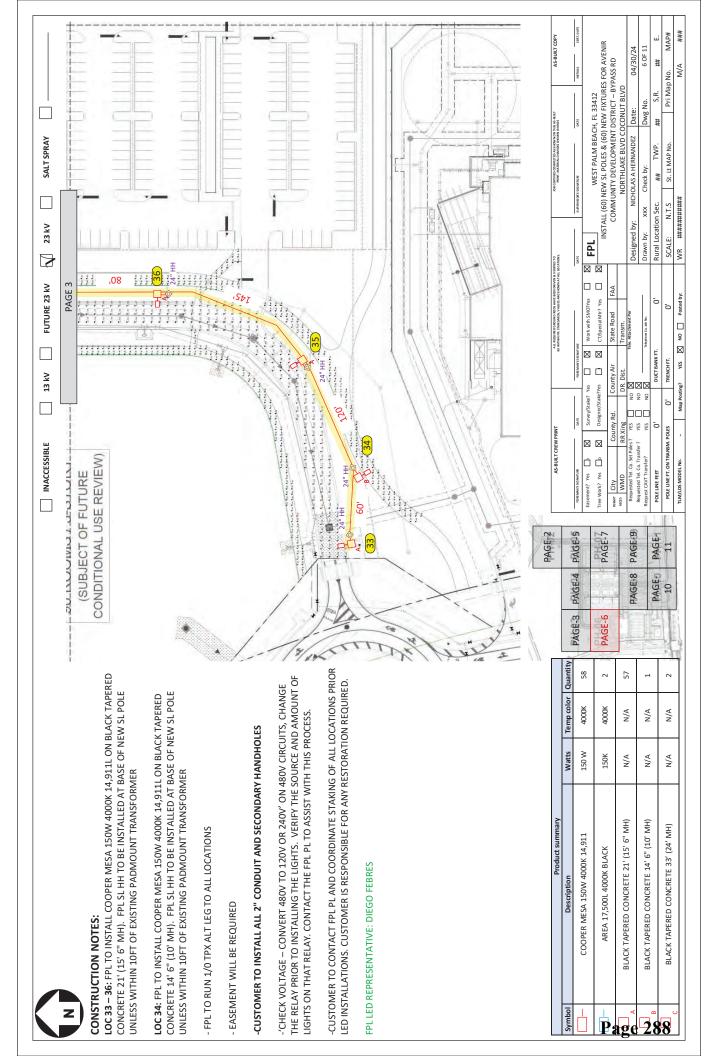
LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR -CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL ANY RESTORATION REQUIRED.

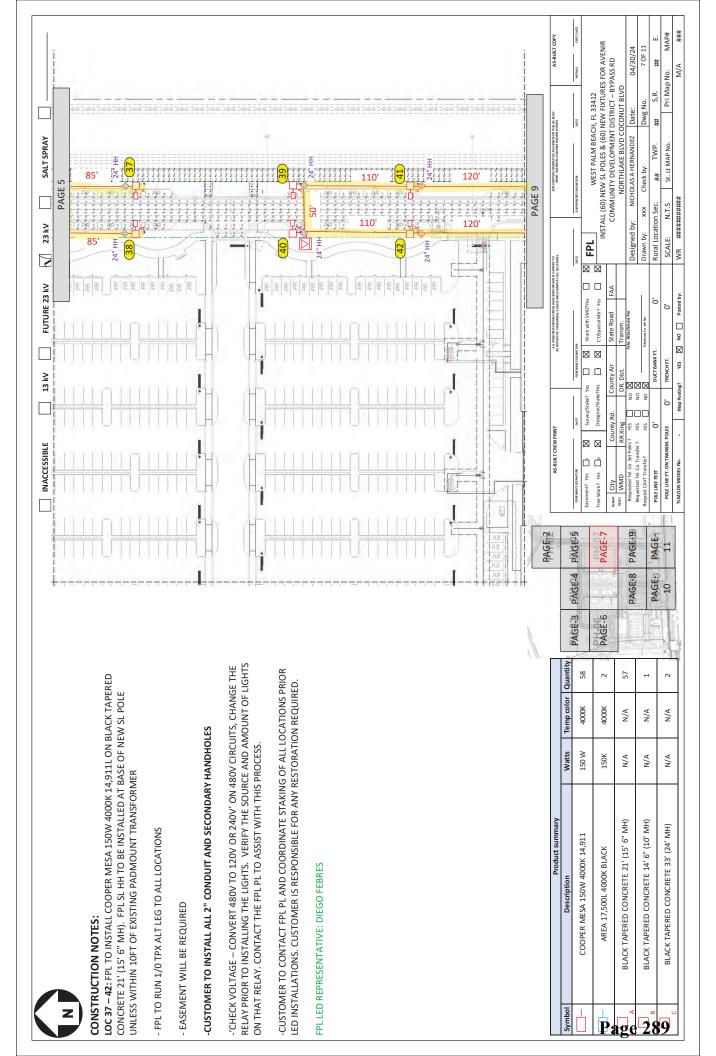
FPL LED REPRESENTATIVE: DIEGO FEBRES

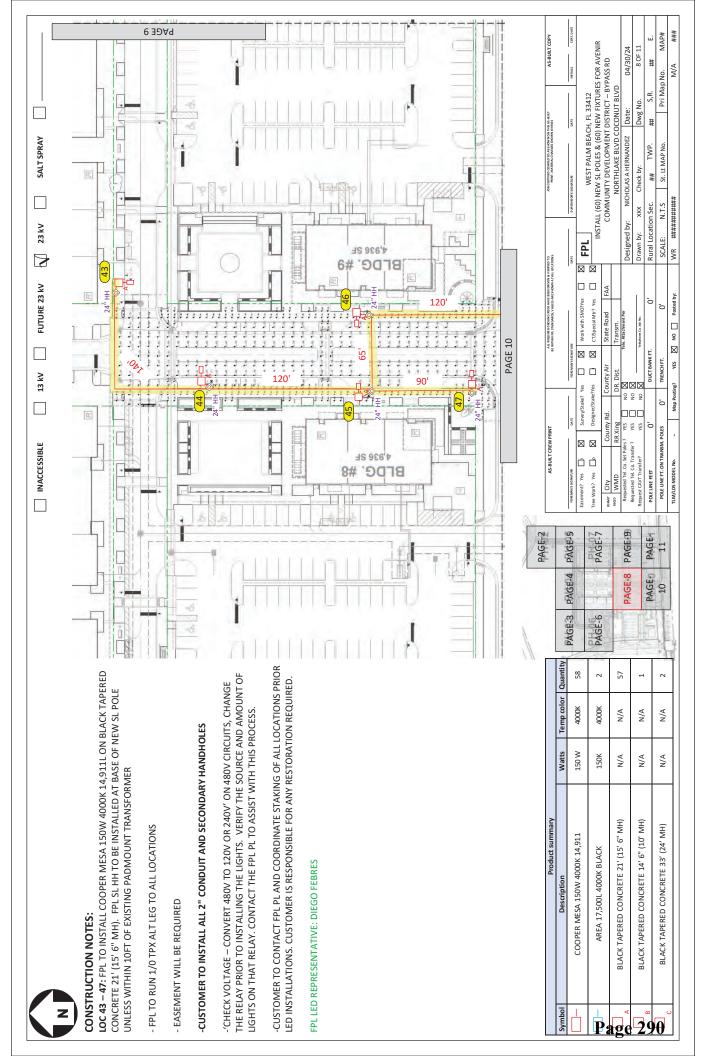


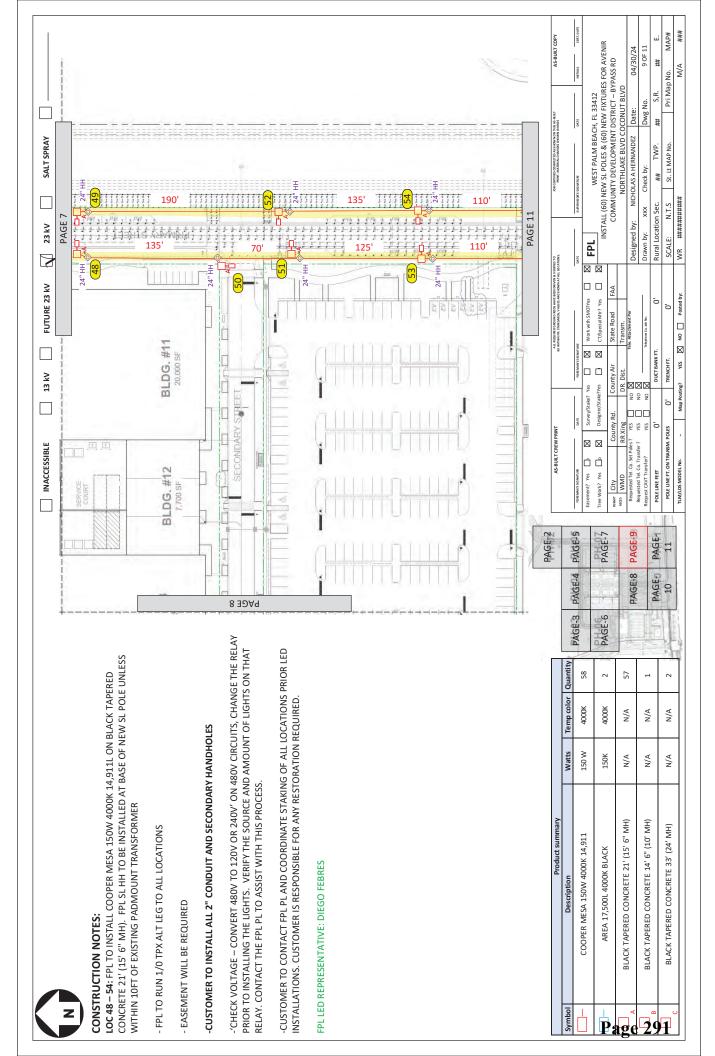
		Symbol				F	ð	BIACKTA	e		28	BLACK T	C
	Product summary	Description		COOPER MESA 150W 4000K 14,911		AREA 17.500L 4000K BLACK		BLACK TAPERED CONCRETE 21' (15' 6" MH)		BLACK TAPERED CONCRETE 14' 6" (10' MH)		BLACK TAPERED CONCRETE 33' (24' MH)	
		Watts		150 W		150K		V/N	C /N	A/N		N/A	
		Temp color Quantity	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4000K		4000K		V/N	C/N	A/N		N/A	
		Quantity	-	28	Ī	2	5		5	-		2	11
PAC		PATER	PAGE-3 PAGE-4 PAGE-	A CONTRACTOR OF THE PERSON OF	סחס	PAGE-6	200		PAGE-8 PAG		PAGE PA	10	
PAGE-2	70-1	4	GE-5		107	PAGE-7			PAGE-9		PAGE-		
	AS-BUILT CREW PRINT		FOREMAN'S SIGNATURE DATE	Easement? Yes D 🔻 Survey/		₫	City County Rd.	were WMD RRXing	Requested Tel. Co. Set Poles ? YES		POLE LINE FEET 0'	POLE LINE FT. ON TRANSM. POLES	TLM/LDS MODEL No. – n
	38		FOREMAN'S SIGNATURE	Survey/Stake? Yes	D Control of the Cont	Designer/stakerres	County Air	DR. Dist.	► ⊠⊠ 2 9		DUCT BANK FT.	O' TRENCHFT.	Map Posting? YES
	A IL REQUIRE D GROUND RODS HAVE BEEN DRIVEN & VERFIED TO SE WITHIN FR. STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		Jan.	Work with SMO?Yes		CI/Special Mtr? Yes	State Road FAA	Transm.	Tele. Attachment Per	Telephone Co. Job No.	,0	,0	YES NO Posted by:
	LIDCATIONS.		DATE		7.1				Designed by:	Drawn by:	Rural Location Sec.	SCALE:	WR ####
	JOB CERTIFIED CO PRINT. MAT		SUPERVISOR'S SIGNATURE		WEST	LL (60) NEW SL P(COMMUNITY DEV	NORTHL	Designed by: NICHOLAS A HERNANDEZ	xxx Check by:	n Sec. ##	N.T.S St. Lt	##########
	IOB CERTIFIED COMPLETED AS SHOWN ON THIS AS -BULLT PRINT: MATERIAL CHANGES SHOWN ONROS		DATE		WEST PALM BEACH, FL 33412	INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR	COMMUNITY DEVELOPMENT DISTRICT - BYPASS RD	NORTHLAKE BLVD COCONUT BLVD	ERNANDEZ Date:	Dwg No.	TWP. ##	St. Lt MAP No.	
	-SA		IMTIMS		3412	IXTURES FOR A	CT - BYPASS RD	T BLVD	04/30/24		S,R. ##	Pri Map No.	M/A
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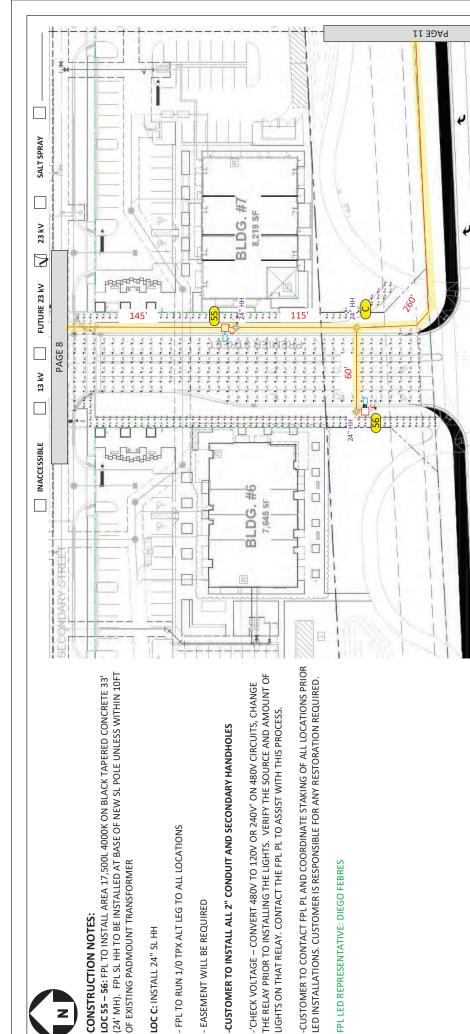












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	Diton	PAGE-3	PAGE-6	州		
	Quantity	28	2	57	1	2
	Temp color Quantity	4000K	4000K	N/A	N/A	N/A
	Watts	150 W	150K	W/N	W/A	N/A
Product summary	Description	COOPER MESA 150W 4000K 14,911	AREA 17,500L 4000K BLACK	BLACK TAPERED CONCRETE 21' (15' 6" MH)	BLACK TAPERED CONCRETE 14' 6" (10' MH)	BLACK TAPERED CONCRETE 33' (24' MH)
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	_			0		

MAP#

10 OF 11 04/30/24 # M/A Pri Map No.

Dwg No. Date: #

S,R.

TWP. St. Lt MAP No

AS-BUILT COPY

INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD

WEST PALM BEACH, FL 33412

FPL

Work with SMO?Yes CT/Special Mtr? Yes

Survey/Stake? Yes

Easement? Yes

PAGE-7

AS-BUILT CREW PRINT

PAGE-2

PAGE 5

14

NORTHLAKE BLVD COCONUT BLVD

NICHOLAS A HERNANDEZ

Designed by:

Check by: ##

XXX N.T.S ########### Rural Location Sec.

Drawn by: SCALE:

Νĸ

Posted by:

□ • •

Map Posting?

5

POLE LINE FT. ON TRANSM. POLES

POLE LINE FEET

PAGE-

TLM/LDS MODEL No.

DUCT BANK FT. YES TRENCH FT.

P. DIST

Requested Tel. Co. Set Poles ?

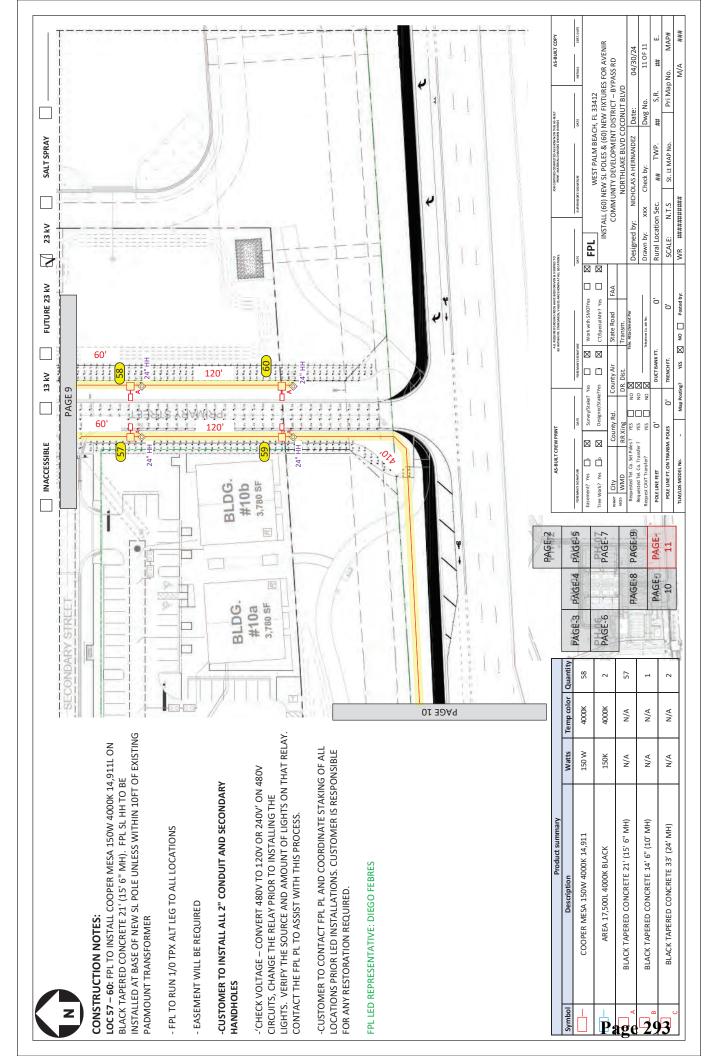
Requested Tel. Co. Transfer?

Request CAVT Transfer?

PAGE-9

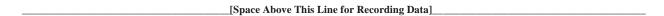
8

County Rd. RR Xing



This instrument prepared by:

Tyrone T. Bongard, Esq. Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East West Palm Beach, Florida 33401



PUBLIC UTILITY EASEMENT

THIS PUBLIC UTILITY EASEMENT ("Easement") is made this ____ day of June, 2024, by AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with an address of Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410 (the "Grantor").

WITNESSETH:

Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants a permanent, non-exclusive easement on, over, under, and across that certain real property located in Palm Beach County, Florida, which is owned by Grantor and is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Easement Area**"), in favor of all applicable governmental authorities and all public utilities, and their successors and assigns (collectively "**Grantee**") to install, operate, maintain, repair, replace and remove their respective utility facilities.

This Easement is expressly subject to Grantor's reserved right to permit any other person, firm or corporation to lay cable, conduit, water and sewer lines, and other facilities within the Easement Area, and to make any other use of the Easement Area which is not inconsistent with this Easement. All utility facilities installed by Grantee within the Easement Area shall not, to the extent applicable, interfere with Grantor's use of the Easement Area.

Any party that uses the Easement Area for the purpose stated herein, to the extent allowed by law, shall indemnify and hold Grantor and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys' fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with such use of the Easement Area.

All rights, benefits and burdens created by this Easement shall run with title to the Easement Area and shall be binding upon Grantor and its successors and assigns.

[Signature page follows]

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

Witnesses:	<u>GRANTOR</u> :
	AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes
Print Name:	
Address:	<u> </u>
	By: Virginia Cepero, Chairperson Board of Supervisors
Print Name:	
Address:	<u> </u>
STATE OF FLORIDA)) SS: COUNTY OF MIAMI-DADE)	
☐ online notarization, this day of Board of Supervisors of Avenir Communi government established pursuant to Chapte	owledged before me by means of ⊠ physical presence of June, 2024, by Virginia Cepero, as Chairperson of the ty Development District, a local unit of special purpose or 190, Florida Statutes, on behalf of the District, who ⊠ produced as identification.
	Notary Public – State of Florida
	Notary Stamp/Seal:

EXHIBIT "A"

Easement Area

[See attached]

LEGAL DESCRIPTION:

A PORTION OF TRACT R2, 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:

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 1143.90 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22' 06' 32", HAVING A RADIUS OF 136.00 FEET, HAVING AN ARC DISTANCE OF 52.48 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 54.30 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 0.57 FEET; THENCE SOUTH 15° 23' 37" EAST, A DISTANCE OF 27.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 63.00 FEET, HAVING AN ARC DISTANCE OF 16.93 FEET; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 98.66 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 0.463 ACRES, MORE OR LESS.

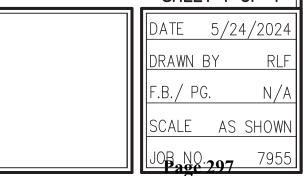
SAID LANDS SITUATE IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

SHEET 1 OF 4



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



NOTES:

- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL. 1.
- LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 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.
- DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

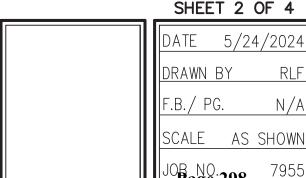
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 24, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED-BY 711 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

CAULFIELD & WHEELER, INC.

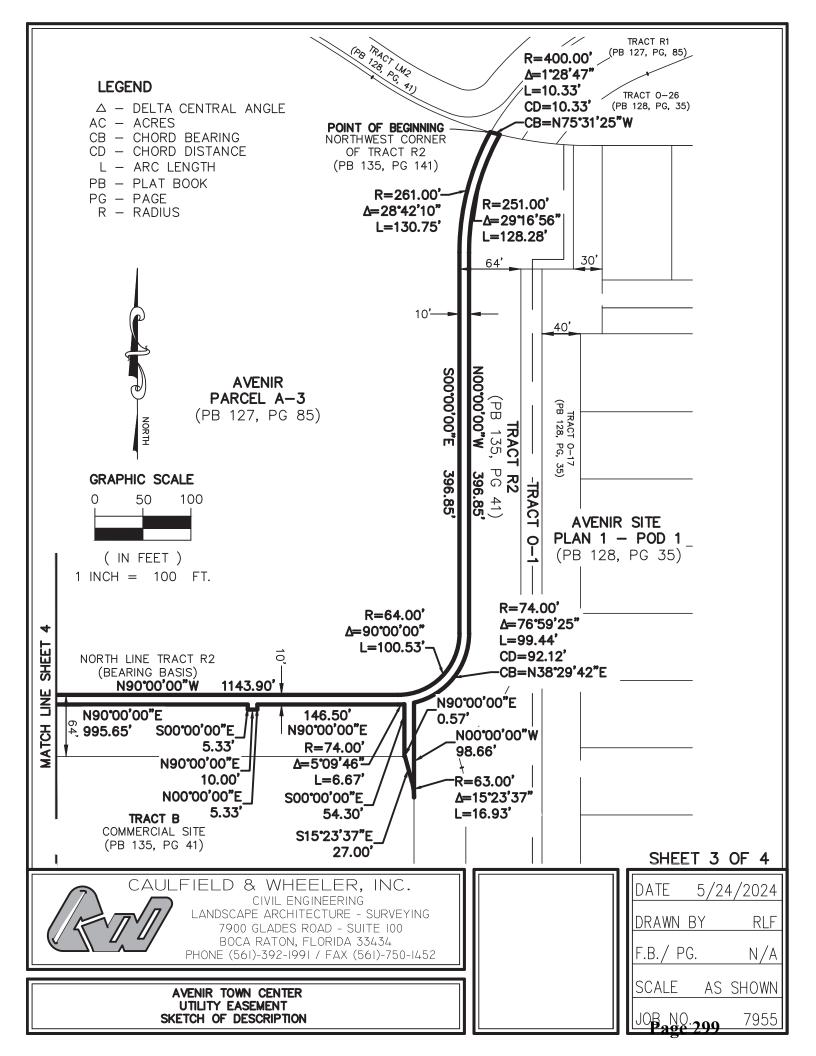
CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452

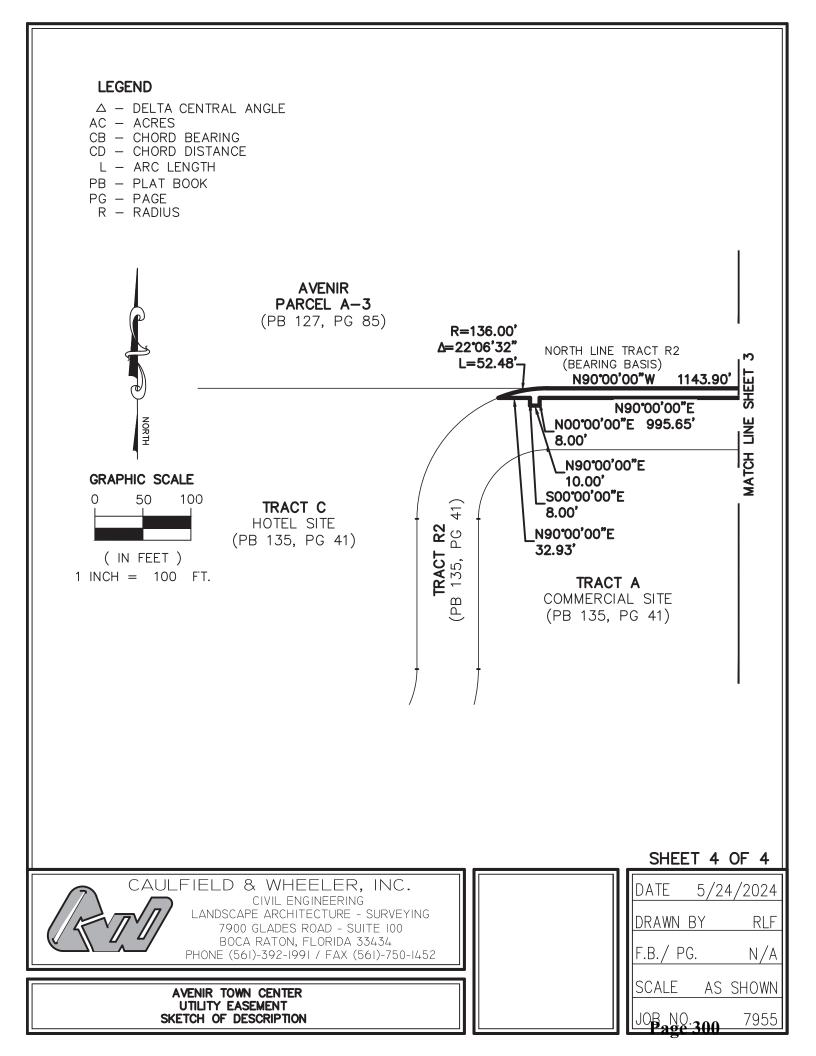
AVENIR TOWN CENTER UTILITY EASEMENT SKETCH OF DESCRIPTION



RLF

N/A





LEGAL DESCRIPTION:

A PORTION OF TRACT B, 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:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT B, AVENIR TOWN CENTER PLAT, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 15° 23' 37" EAST, A DISTANCE OF 27.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 63.00 FEET, HAVING AN ARC DISTANCE OF 16.93 FEET; THENCE SOUTH 00' 00' 00" EAST, A DISTANCE OF 291.08 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 90' 00' 00" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 00' 00' 00" WEST, A DISTANCE OF 323.84 FEET; THENCE NORTH 90' 00' 00" EAST, A DISTANCE OF 0.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.075 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTES:

- 1 REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
- LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 90°00'00" WEST ALONG THE 3. 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.
- 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 24, 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

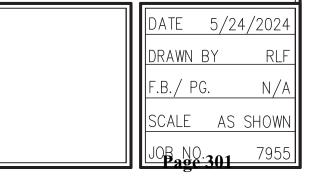
STATE OF FLORIDA - LB #3591

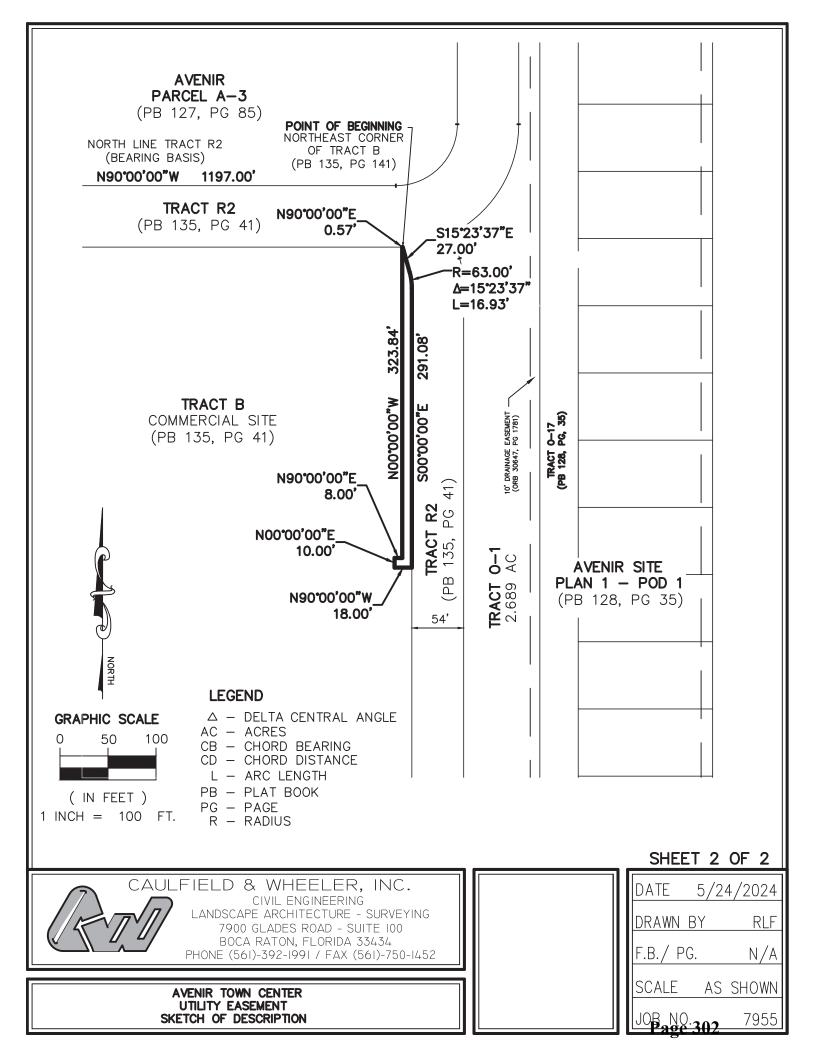
SHEET 1 OF 2



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







Monthly Managers Report October 24, 2024

Date of Report: 10/16/2024 Submitted by: Richard Salvatore

Completed Tasks

- The approved high voltage work, for the access control project, has been completed by Mr. Sparky.
 - Waiting on Automatic access' site visit, scheduled for 10/18, for final portion of project to begin.
- A new court maintenance company has taken over the clay court maintenance, beginning 9/15.
 - Conditions of courts have improved significantly.
- Arrozoza brothers has taken over landscaping responsibility for clubhouse grounds.
 - Bushes and shrubbery has been trimmed, low hanging palms trimmed, tennis/pickleball walkways and fence areas cleaned up.
- Pre Hurricane tree trimming was completed the week of 10/7.
- Hurricane damage assessment and clean-up of property has been completed.
- Entire pool deck, and all pool furniture, has been cleaned and pressure washed.
- Splash pad flooring has been repaired, splash pad is now operational and open.
- All Pool heaters have received their yearly service, repairs made as required. All are working properly now.

Ongoing Tasks

- Contracting/Scheduling of the low voltage access control expansion is underway, with Automatic Access, awaiting vendor site visit for final permitting and invoicing.
- Awaiting the arrival of the previously approved storage shed, grading of landscaping,
- Attached playground shade was damaged during hurricane, working to remedy solution through the original installer.
- Seeking solutions for increasing the amount of clubhouse furniture, including additional interior tables and chairs, to accommodate increased occupancy.

Future Items

- Gutter addition on the front of building to reduce washout from heavy rains.
 - Have been instructed to work with Architect to accomplish this.
- Gutter addition on back pavilions to reduce washout and pool deck staining from the copper roof.
 - o Have been instructed to work with Architect to accomplish this.
- Resurfacing/Repairing of hard top tennis courts is being considered due to surface cracking.
 - The original install vendor contacted, working to rectify issue in a cost effective manner



Lifestyle Directors Report

Date of Report: 10/16/2024 Submitted by: Patrice Chiaramonte



Labor Day Tiki Tangle: Saturday, August 31st ,2024

Over 50 Residents enjoyed a leisurely Labor Day by the Avenir pool, complete with live music, food trucks, and a vibrant atmosphere.



Par 3 Mixer: Friday, September 6th, 2024

Avenir hosted a successful gathering at "The Nest," featuring social activities, games, and golf. Over 70 residents attended this engaging event, which required a modest fee of \$5 per person. The entire top floor of The Nest was reserved for Avenir residents, who expressed a strong interest in holding similar events in the future. Notably, even those without a background in golf enjoyed the experience.



Avenir Green Market: Saturday, September 28th, 2024

Avenir proudly hosted the A La Votre Green Market, featuring local vendors offering a variety of organic products. This event served as an excellent opportunity for community members to showcase and promote their small businesses.





Adult Magic Show: Saturday, September 28th ,2024

Avenir hosted an exclusive adults-only magic show featuring the talents of Magic Jack Maxwell. Over 80 Residents enjoyed a cash bar along with hors d'oeuvres provided by The Dancing Crane.







Field Operations Manager Report

Date Submitted: 10/16/24 Submitted by: Jorge Rodriguez

Completed Tasks

- Pre Hurricane tree trimming was completed the week of 10/7.
- Hurricane damage assessment and clean-up of property has been completed.
- Entire pool deck, and all pool furniture, has been cleaned and pressure washed.
- Splash pad flooring has been repaired, splash pad is now operational and open.
- All Pool heaters have received their yearly service, repairs made as required. All are working properly now.

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 exterior windows, lighting, and walls are set to be cleaned / pressure washed in the coming weeks, continuing hurricane clean up efforts.
- A specialist is being consulted to provide services to properly clean/preserve the buildings rock foundation and front stairs/entryway surface.





4362 Northlake blvd, #102, PBG FL, 33410 | Phone: 561-905-0403 Quote for Services

Scope of Work
Install Trnette to create triangle shape - add in area for Annual Color for next rotation

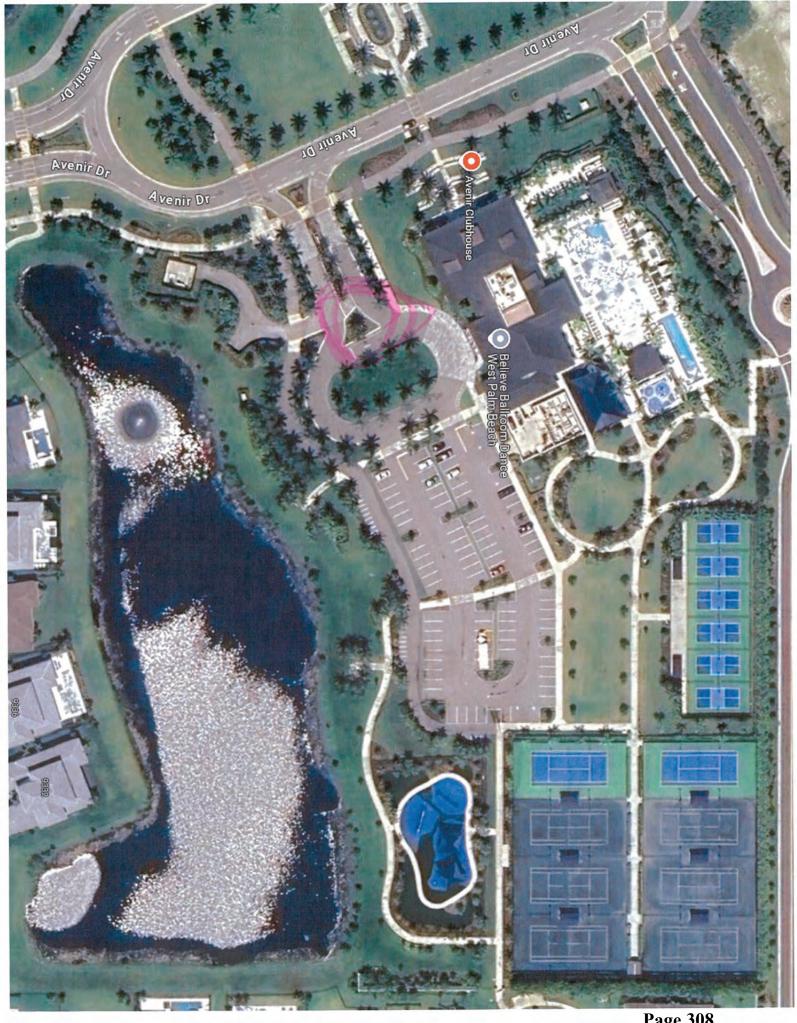
Date: September 12, 2024

To: Avenir Clubhosue East Triangle in entry lane

Project: Add in Plants and area for flowers

Key	Description	MON	Qty	Ur	Jnit Cost		Total Cost
Labor	Site Prep, Removals and Disposals	Lump sum	1.00	\$	44.00	\$	44.00
Plants	#3 Trinette	Each	36.00	\$	17.00	\$	612.00
Sod	Sod pieces	Each	20.00	\$	7.00	\$	140.00
					Total:		796.00

Joe Forgony - Branch Manager - Arazoza Brothers	09/12/24
(print name & title)	Date
Approved by (signature)	
(print name & title)	Date



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B Arazoza Brothers Corp.

4362 Northlake blvd, #102, PBG FL, 33410 | Phone: 561-905-0403

Quote for Services

Scope of Work

Remove flax and Ficus and prep area for sod installation - cut around trash cans and lights as necessary

Date: September 12, 2024

To: Avenir Clubhosue East

Project: Remove Flax and install Sod

Key	Description	MON	UOM Qty Unit Cost		nit Cost	Total Cost	
Labor	Site Prep, Removals and Disposals	Lump sum	1.00	\$	444.00	\$	444.00
Sod	Pallets of St. Augustine Sod	Each	2.00	\$	767.00	\$	1,534.00

Total: 1,978.00

Joe Forgony - Branch Manager - Arazoza Brothers	09/12/24
(print name & title)	Date
Approved by (signature)	
(print name & title)	Date

Remove Green Island and sod area



Remove Green Island and sod area

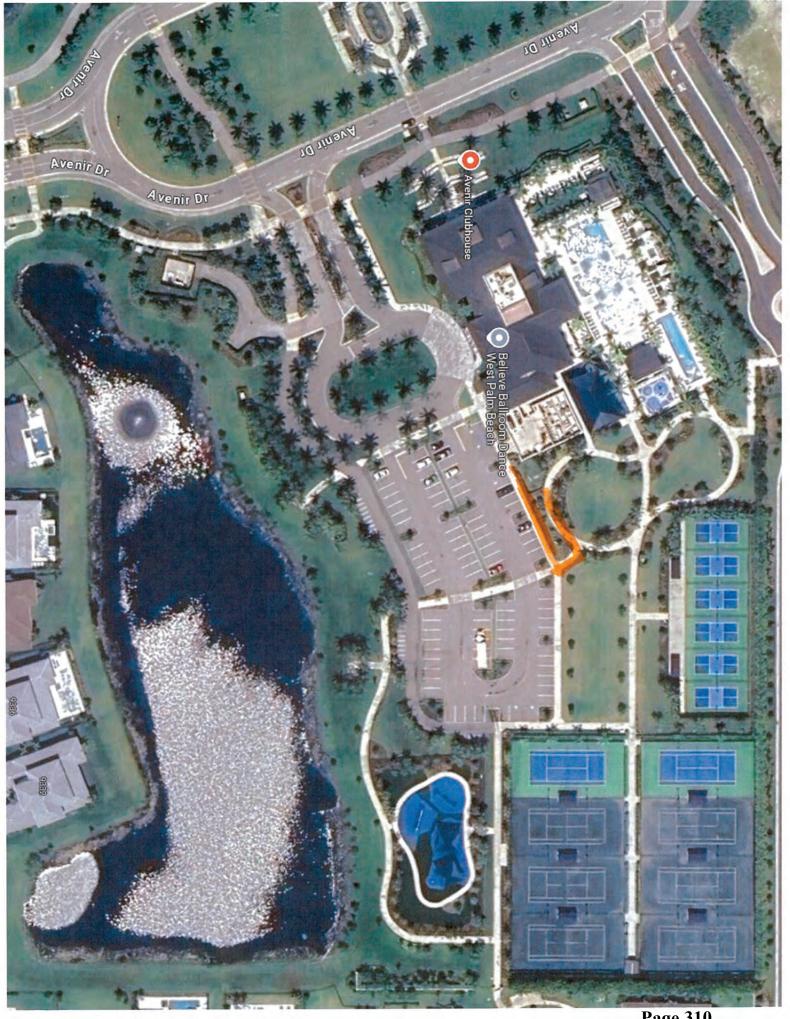


Remove Flax and Sod area



Remove Flax and Sod area





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4362 Northlake blvd, #102, PBG FL, 33410 | Phone: 561-905-0403 Quote for Services

Scope of Work

Tree Trimming as requested - Palms to 9 and 3 O'Clock positions, with fruit removal, hardwoods to be structurally pruned removing interior growth and providing shape to tree, others are ornamental trees that could benefit from structural trimming - All debris to be removed from site

Date: September 12, 2024

To: Avenir Clubhouse East

Project: Tree Trimming as listed

Кеу	Description	NOW	Qty	Ur	it Cost	Total Cost	
	Clubhouse East	1					
Palms	Sabal	Each	44.00	\$	40.00	\$	1,760.00
Palms	Coconut	Each	141.00	\$	40.00	\$	5,640.00
Palms	Date	Each	10.00	\$	40.00	\$	400.00
Hardwoods	Oaks/Others (Small)	Each	82.00	\$	25.00	\$	2,050.00

	Total:	9,850.00
Joe Forgony - Branch Manager - Arazoza Brothers	09/12/24	
(print name & title)	Date	
Approved by (signature)		
(print name & title)	Date	