



**AVENIR  
COMMUNITY DEVELOPMENT  
DISTRICT**

**CITY OF PALM BEACH GARDENS  
REGULAR BOARD MEETING  
FEBRUARY 27, 2025  
12:30 P.M.**

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

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

**AGENDA**  
**AVENIR COMMUNITY DEVELOPMENT DISTRICT**  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
**REGULAR BOARD MEETING**  
February 27, 2025  
12:30 p.m.

- A. Call to Order
- B. Proof of Publication
- C. Establish Quorum
- D. Additions or Deletions to Agenda
  - 1. Comments from the Public for Items Not on the Agenda (Limited to 3 Minutes Per Person)
- E. Approval of Minutes
  - 1. January 23, 2025, Regular Board Meeting Minutes
- F. Old Business
- G. Resident Requests
  - 1. Consider Approval of LaTerre Fence Request – Revocable License Agreement
  - 2. Consider Approval of Projector and Camera Purchase for Clubhouse Meeting Room
  - 3. Consider Approval of Sound and Light Abatement for Clubhouse
  - 4. Consider Approval of Additional Fountains in LaTerre and Regency Lakes
  - 5. Discussion Regarding Regency Clubhouse Access
- H. New Business
  - 1. Consider Resolution No. 2025-08 – Authorizing the Conveyance of Certain Spine Road and Other Rights-Of-Way within the District to the City of Palm Beach Gardens
  - 2. Consider Approval of Coconut Boulevard Extension
  - 3. Consider Approval of Randy’s Holiday Lighting Proposal
  - 4. Consider Ratification of Spine Rd. 1 Replacements (Arazoza)
  - 5. Consider Approval of Onsite (Town Center) District Office
  - 6. Consider Approval of Additional Dog Waste Stations
- I. Change Orders
  - 1. TBD
- J. Clubhouse
  - 1. Clubhouse Management Update
- K. Administrative Matters
  - 1. Discussion Regarding Littoral Trees
  - 2. Discussion Regarding Meeting Call-in Access
- L. Board Member Comments
- M. Adjourn

# LOCALiQ

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

PO Box 631244 Cincinnati, OH 45263-1244

## AFFIDAVIT OF PUBLICATION

Laura Archer  
Avenir CDD

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

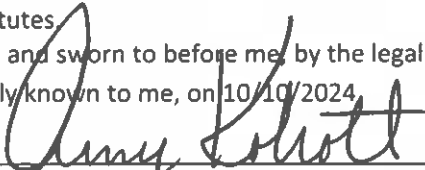
STATE OF WISCONSIN, COUNTY OF BROWN

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 known to me, on 10/10/2024.



Legal Clerk



Notary, State of WI, County of Brown

10-25-26

My commission expires

Publication Cost: \$233.75  
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Order No: 10649537 # of Copies:  
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**RYAN SPELLER**  
Notary Public  
State of Wisconsin

AVENIR COMMUNITY  
DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025  
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 dates:

- October 24, 2024
- November 21, 2024
- December 19, 2024
- January 23, 2025
- February 27, 2025
- March 27, 2025
- April 24, 2025
- May 22, 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 matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

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

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

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

**AVENIR COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
JANUARY 23, 2025**

**A. CALL TO ORDER**

The January 23, 2025, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:31 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 October 10, 2024, as part of the District’s Fiscal Year 2024/2025 Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

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

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

Also present were the following District residents:

Craig Distel (via phone), Steven Goldberg, Bill Walsh, Bill Rosenberg, Alice Horowitz, Cheryl Violette, Timothy Waltz, Hal Staniloff, Jody Cirino, Rick Leonard, June Leonard, Stephen Gellos, Ourania Gellos, Robyn Levy, Melissa Evans and Jed Evans .

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

Mr. Pierman noted that Ms. Cepero had requested authorization of an appraisal for the bond issuance be added under New Business.

At this time, Mr. Pierman suggested skipping to the Resident Requests section of the agenda in case residents did not want to stay for the entire meeting.

**E. RESIDENT REQUESTS**

**1. Abductor Machine for Fitness Room**

Mr. Pierman noted that he had received requests to replace a broken machine in the fitness room with an abductor machine. Following discussion, and input from residents, the Board consensus was to not move forward with the new machine.

## **2. Projector and Camera for Clubhouse Meeting Room**

Mr. Rosenberg explained the situation and requested that the Clubhouse have equipment for Zoom communication available to HOAs for their meetings. Following discussion, the Board directed staff to determine the costs and bring the matter back to the Board for consideration at a future meeting.

## **3. Sound and Light Abatement for Clubhouse (Shrubs or Fountain)**

Mr. Pierman presented a request from residents across the lake from the Clubhouse to add light and sound abatement. He noted that the cost to install shrubs would be \$3,300. Following discussion, and input from residents, the Board consensus was to investigate the issue further but take no action at this time.

## **4. LaTerre Fence Request**

Mr. Rosenberg and Mr. Waltz explained the need for the fence, highlighting the security concern. Following discussion, the Board clarified that the HOA was asking for permission to install it, not for the District to fund the fence. Mr. Pawelczyk noted that other communities that have granted such requests have stipulated that there be a gate for access to the District-owned property. Board consensus was to direct staff to review the request and draft an easement for Board consideration.

## **F. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

Mr. Pierman noted that a Fountain Hotline had been established for residents to report fountain outages. The number, (561) 894-9047, had been added to the website under the Contacts tab. He further noted that the number to report streetlight outages to FPL, 800-4-OUTAGE, was also added to the website.

Mr. Goldberg asked about the Town Center and Publix. Noting that it was not a District issue, Ms. Schechter spoke as the developer and explained that they were working as quickly as possible to move forward. She noted that the demolition was set to begin next week, and the plan was to open the entire Town Center at once, once everything is ready. There is no timeline for that as of yet.

Mr. Goldberg also asked about the CSX crossing. Ms. McConnell noted that the contract was placed out for bid and should start in the next 3-4 months, and then take 1-1½ years to construct. Mr. Goldenberg further asked if there would be anything to restrict trucks from using the road as a cut-through. Ms. McConnell noted that it was a public road and that they have not looked into any ability to limit traffic but would address that if it becomes an issue.

Ms. Cirino and Mr. Staniloff expressed concern over the capacity due to Regency residents using the Clubhouse. They also noted concern about non-patrons being able to access the facilities. Mr. Salvatore noted that the additional FOB access installation was slated to start on February 8<sup>th</sup>, which should help address some of the concerns. The Board consensus was to look at the Regency access issue and possibly charge a fee or impose stricter limits on their hours.

Ms. Staniloff asked what happened when a resident sold their home. Mr. Salvatore explained that his team receives a notice and the access is terminated.

Additional concerns brought to the Board's attention were the desire for additional hours during holidays, which was already on the agenda for discussion; the request for an additional fountain in

Regency, the need for which is already being reviewed; and dead trees around the lakes. Mr. Pierman noted that arborists had already inspected the trees around the lake in question and identified three in need of replacement. He agreed that the trees were sparse but noted that they were required by the City. He also agreed to continue checking them.

### **1. Discussion Regarding Beeline Gate**

Mr. Cartlidge requested that a discussion regarding the Beeline gate be moved up in the agenda. He noted that there were reports of people coming out to hunt through the Beeline and asked what could be done to deter that access. Mr. Pierman stated that he would contact Mr. Weinberg, who was in charge of mitigating that area, to discuss a solution.

Mr. Pierman noted that several residents left the meeting at this time.

## **G. APPROVAL OF MINUTES**

### **1. November 21, 2024, Regular Board Meeting**

The minutes of the November 21, 2024, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Mr. Cartlidge and passed unanimously approving the minutes of the November 21, 2024, Regular Board Meeting, as presented.

Mr. Pierman then recessed the Regular Board Meeting and opened Public Hearing 1 regarding the Levying of Non Ad-Valorem Assessments (Parcel A-10 (A Bonds)).

## **H. PUBLIC HEARING 1 - LEVY OF NON AD-VALOREM ASSESSMENTS (PARCEL A-10) (A BONDS)**

### **1. Proof of Publication**

Proof of publication was presented which indicated that notice of the Public Hearing on the Levy of Non Ad-Valorem Assessments (Parcel A-10) (A Bonds) had been published in *The Palm Beach Post* on January 6, 2025, and January 13, 2025, as legally required.

### **2. Receive Public Comment on the Levy of Non-Ad Valorem Assessments (Parcel A-10) (A Bonds)**

Mr. Pawelczyk noted that there were six Public Hearings related to the bonds and explained that this Public Hearing related to the Parcel 10 A Bonds, and the improvements to be constructed on that parcel. The next Public Hearing will be for the Parcel 10 B Bonds, which will be paid off as each home within the parcel closes. He noted that the Board adopted twelve resolutions at their last meeting, which initiated the process and set the Public Hearing date, and that these resolutions authorize the levying of assessments. Mr. Pawelczyk further noted that these bonds would be issued in one or more bond issuances. The Board would follow the same process for each Public Hearing.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero, and unanimously passed approving the Parcel A-10 project. A second **motion** was then made by Ms. Schechter, seconded by Ms. Cepero, and unanimously passed, authorizing the levying of assessments for the Parcel 10 A Bonds.

**3. Consider Resolution No. 2025-01 – Adopting Non-Ad Valorem Assessments (Parcel A-10) (A Bonds)**

Resolution No. 2025-01 was presented, entitled:

**RESOLUTION NO. 2025-01**

**A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE PARCEL A-10 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT A BONDS (PARCEL A-10 PROJECT) IN ONE OR MORE SERIES (THE “PARCEL A-10 A BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA TWO - PARCEL A-10 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-10 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS PARCEL A-10 A BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed adopting Resolution No. 2025-01, as presented.

Mr. Pierman then closed Public Hearing 1 and opened Public Hearing 2 on the Levy of Non Ad-Valorem Assessments (Parcel A-10 (B Bonds)).

**I. PUBLIC HEARING 2 - LEVY OF NON AD-VALOREM ASSESSMENTS (PARCEL A-10) (B BONDS)**

**1. Proof of Publication**

Proof of publication was presented which indicated that notice of the Public Hearing on the Levy of Non Ad-Valorem Assessments (Parcel A-10) (B Bonds) had been published in *The Palm Beach Post* on January 6, 2025, and January 13, 2025, as legally required.

**2. Receive Public Comment on the Levy of Non-Ad Valorem Assessments (Parcel A-10) (B Bonds)**

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero, and unanimously passed authorizing the levying of assessments for the Parcel 10 B Bonds. It was noted that the Parcel 10 project was approved with a previous motion.

**3. Consider Resolution No. 2025-02 – Adopting Non-Ad Valorem Assessments (Parcel A-10) (B Bonds)**

Resolution No. 2025-02 was presented, entitled:

**RESOLUTION NO. 2025-02**

**A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE PARCEL A-10 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT B BONDS (PARCEL A-10 PROJECT) IN ONE OR MORE SERIES (THE “PARCEL A-10 B BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA TWO - PARCEL A-10 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-10 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS PARCEL A-10 B BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2025-02, as presented.

Mr. Pierman then closed Public Hearing 2 and opened Public Hearing 3 on the Levy of Non Ad-Valorem Assessments (Parcel A-11) (A Bonds).

**J. PUBLIC HEARING 3 - LEVY OF NON AD-VALOREM ASSESSMENTS (PARCEL A-11) (A BONDS)**

**1. Proof of Publication**

Proof of publication was presented which indicated that notice of the Public Hearing on the Levy of Non Ad-Valorem Assessments (Parcel A-11) (A Bonds) had been published in *The Palm Beach Post* on January 6, 2025, and January 13, 2025, as legally required.

**2. Receive Public Comment on the Levy of Non-Ad Valorem Assessments (Parcel A-11) (A Bonds)**

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero, and unanimously passed approving the Parcel A-11 project. A second **motion** was then made by Ms. Schechter, seconded by Ms. Cepero, and unanimously passed authorizing the levying of assessments for the Parcel 11 A Bonds.



**3. Consider Resolution No. 2025-03 – Adopting Non-Ad Valorem Assessments (Parcel A-11) (A Bonds)**

Resolution No. 2025-03 was presented, entitled:

**RESOLUTION NO. 2025-03**

**A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE PARCEL A-11 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT A BONDS IN ONE OR MORE SERIES (PARCEL A-11 PROJECT) (THE “PARCEL A-11 A BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA ONE - PARCEL A-11 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-11 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS PARCEL A-11 A BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2025-03, as presented.

Mr. Pierman then closed Public Hearing 3 and opened Public Hearing 4 on the Levy of Non Ad-Valorem Assessments (Parcel A-11) (B Bonds).

**K. PUBLIC HEARING 4 - LEVY OF NON AD-VALOREM ASSESSMENTS (PARCEL A-11) (B BONDS)**

**1. Proof of Publication**

Proof of publication was presented which indicated that notice of the Public Hearing on the Levy of Non Ad-Valorem Assessments (Parcel A-11) (B Bonds) had been published in *The Palm Beach Post* on January 6, 2025, and January 13, 2025, as legally required.

**2. Receive Public Comment on the Levy of Non-Ad Valorem Assessments (Parcel A-11) (B Bonds)**

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed authorizing the levying of assessments for the Parcel 11 B Bonds. It was noted that the Parcel 11 project was approved with a previous motion.

**3. Consider Resolution No. 2025-04 – Adopting Non-Ad Valorem Assessments (Parcel A-11) (B Bonds)**

Resolution No. 2025-04 was presented, entitled:

**RESOLUTION NO. 2025-04**

**A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE ASSESSMENT AREA ONE - PARCEL A-11 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT B BONDS (PARCEL A-11 PROJECT) IN ONE OR MORE SERIES (THE “PARCEL A-11 B BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA ONE - PARCEL A-11 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-11 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS PARCEL A-11 B BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2025-04, as presented.

Mr. Pierman then closed Public Hearing 4 and opened Public Hearing 5 on the Levy of Non Ad-Valorem Assessments (Parcel A-21) (A Bonds).

**L. PUBLIC HEARING 5 - LEVY OF NON AD-VALOREM ASSESSMENTS (PARCEL A-21) (A BONDS)**

**1. Proof of Publication**

Proof of publication was presented which indicated that notice of the Public Hearing on the Levy of Non Ad-Valorem Assessments (Parcel A-21) (A Bonds) had been published in *The Palm Beach Post* on January 6, 2025, and January 13, 2025, as legally required.

**2. Receive Public Comment on the Levy of Non-Ad Valorem Assessments (Parcel A-21) (A Bonds)**

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed approving the Parcel A-21 project. A second **motion** was then made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed authorizing the levying of assessments for the Parcel 21 A Bonds.

**3. Consider Resolution No. 2025-05 – Adopting Non-Ad Valorem Assessments (Parcel A-21) (A Bonds)**

Resolution No. 2025-05 was presented, entitled:

**RESOLUTION NO. 2025-05**

**A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE PARCEL A-21 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT A BONDS (PARCEL A-21 PROJECT) IN ONE OR MORE SERIES (THE “PARCEL A-21 A BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA TWO – PARCEL A-21 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-21 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS PARCEL A-21 A BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2025-05, as presented.

Mr. Pierman then closed Public Hearing 5 and opened Public Hearing 5 on the Levy of Non Ad-Valorem Assessments (Parcel A-21) (B Bonds).

**M. PUBLIC HEARING 6 - LEVY OF NON AD-VALOREM ASSESSMENTS (PARCEL A-21) (B BONDS)**

**1. Proof of Publication**

Proof of publication was presented which indicated that notice of the Public Hearing on the Levy of Non Ad-Valorem Assessments (Parcel A-21) (B Bonds) had been published in *The Palm Beach Post* on January 6, 2025, and January 13, 2025, as legally required.

**2. Receive Public Comment on the Levy of Non-Ad Valorem Assessments (Parcel A-21) (B Bonds)**

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed authorizing the levying of assessments for the Parcel 21 B Bonds. It was noted that the Parcel 21 project was approved with a previous motion.

**3. Consider Resolution No. 2025-06 – Adopting Non-Ad Valorem Assessments (Parcel A-21) (B Bonds)**

Resolution No. 2025-06 was presented, entitled:

**RESOLUTION NO. 2025-06**

**A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE PARCEL A-21 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT B BONDS (PARCEL A-21 PROJECT) IN ONE OR MORE SERIES (THE “PARCEL A-21 B BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA TWO – PARCEL A-21 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-21 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS PARCEL A-21 B BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

A motion was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2025-06, as presented.

Mr. Pierman then closed Public Hearing 6 and reconvened the Regular Board Meeting.

**N. OLD BUSINESS**

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

**O. NEW BUSINESS**

**1. Consider Coconut Boulevard Extension Consent Agreement**

Ms. McConnell explained that this was an agreement with FPL for them to cross a small parcel of land to install their lines.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously approving the Coconut Boulevard Extension Consent Agreement, as presented.

## **2. Consider Ratification of Medical Park Plat**

Ms. Schechter explained that the plat had already been signed and had received technical approval from the City.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously ratifying the Medical Park Plat, as presented.

## **3. Consider Ratification of Revised Construction Agreement Grade Crossing Maintenance Agreement (CSXT)**

Ms. McConnell explained that this agreement was needed to move forward with the Coconut Boulevard and Beeline crossing, noting that the District builds up to the right-of-way, and then CSXT constructs the crossing. She also noted that the maintenance agreement amounts to \$5,056 annually to have the crossing.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed ratifying the revised construction agreement, in substantial final form. A second **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving the maintenance agreement, in substantial final form.

## **4. Consider Resolution No. 2025-07 – Registered Agent Change**

Resolution No. 2025-07 was presented, entitled:

### **RESOLUTION 2025-07**

**A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE**

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2025-07, as presented.

## **5. Consider Lake Treatment Proposal**

Mr. Pierman noted that this proposal was to treat hydrilla and spatter dock lilies in the lake. He also noted that sales tax would be excluded from the proposal.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously approving the lake treatment proposal from Superior Waterway Services in the amount of \$2,234.70, as presented.

**6. Consider Coconut and Northlake Boulevards Crossing Maintenance (Carr Construction)**

Mr. Pierman explained that, until the stop lights are turned over to the City, the District is required to maintain them. He also noted that several companies were contacted, but Carr Construction, who installed the lights, was by far the most reasonable.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed accepting the proposal in the amount of a \$1,905 annually and authorizing staff to create an agreement.

**P. CHANGE ORDERS**

**1. Consider Pod 18 CO No. 1 – Signature Privacy Wall Contract (\$539,359.56)**

Mr. Ballbe explained that Change Order No. 1 for Pod 18 was for additional fencing required by the City. He also noted that this would be funded from the A-18 B bond proceeds.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving Pod 18 CO No. 1 – Signature Privacy Wall Contract in the amount of \$539,359.56, as presented.

**2. Consider Pod 18 CO No. 2 – Jackson Land Development (\$14,469.00)**

Mr. Ballbe explained that Change Order No. 2 for Pod 18 was for spreading of fill. It will also be funded from the A-18 B bond proceeds.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously Pod 18 CO No. 2 – Jackson Land Development in the amount of \$14,469.00, as presented.

**3. Consider Viking Utilities Services Proposal for Dry Utilities**

Ms. McConnell noted that there was another item that needed to be addressed.

Mr. Pawelczyk explained that this was for Pod A-18 and was in the amount of \$138,822.60, which is under the bidding threshold. Mr. Ballbe noted that the proposal included dry utilities, installing FPL conduit and transformer pads for streetlights.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed accepting the proposal in substantial final form.

**Q. CLUBHOUSE**

**1. Clubhouse Management Update**

Mr. Salvatore gave a brief description of the activities at the Clubhouse and then moved on to individual items.

**2. Items for Discussion**

- **Carpet Cleaning**

Mr. Salvatore stated that he was still awaiting a carpet cleaning proposal, so there was nothing yet to discuss.

- **Gutter Installation**

Mr. Salvatore stated that he was still awaiting a gutter installation proposal, so there was nothing yet to discuss.

- **Holiday Hours**

Following discussion regarding holiday hours, the Board consensus was to wait until the proposed budget to determine the impact additional hours would have.

- **Playground Hours**

Following discussion, the Board consensus was to not keep playgrounds open past dark, due to safety concerns.

- **Holiday Tree**

Following discussion, Board consensus was to find out the cost when they look at holiday lighting for next year and decide at that time.

- **Holiday Staffing**

Following discussion regarding holiday hours, the Board consensus was to wait until the proposed budget to determine the impact additional staffing would have.

- **Clubhouse Hours**

Following discussion regarding holiday hours, the Board consensus was to wait until the proposed budget to determine the impact additional hours would have.

- **Additional Recreational Services Vendors**

Mr. Salvatore noted that he was looking into additional vendors and would bring his recommendations back to the Board for consideration.

**R. ADMINISTRATIVE MATTERS**

Mr. Pierman noted that the next meeting would be held on February 27, 2025.

**S. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

**T. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adjourning the Regular Board Meeting at 2:04 p.m.

**ATTESTED BY:**

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

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





PREPARED BY AND RETURN TO:

Michael J. Pawelczyk, Esq.  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301

[Space Reserved for Recording Information]

**REVOCABLE LICENSE AGREEMENT**  
**(LaTerre Fence)**

**THIS IS A REVOCABLE LICENSE AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between:

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Palm Beach Gardens, Palm Beach County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District” or “Licensor”),

and

\_\_\_\_\_  
**ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is \_\_\_\_\_, Florida \_\_\_\_\_ (the “Association” or “Licensee”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

**WHEREAS**, the District owns certain property within the District, which property is described as Tract \_\_\_\_, \_\_\_\_\_ Plat, as recorded in Plat Book \_\_\_\_, Page \_\_\_\_ in the Public Records of Palm Beach County, Florida (Parcel ID: \_\_\_\_\_) (the “District Property”); and

**WHEREAS**, the Association desires permission from the District to use and occupy a portion of District Property for purposes of constructing, installing, and maintaining a \_\_\_\_\_ fence and single gate (the “Fence”), as set forth in the attached boundary survey, attached hereto and made apart hereof, Exhibit A (the “Licensed Premises”); and

**WHEREAS**, the Association has agreed to fully fund the construction, installation, and maintenance of the Sign and any permitting, engineering, legal, or other costs associated therewith; and

**WHEREAS**, the District and the Association have determined that the installation of the Fence on the Licensed Premises is in the best interests of the residents of the District and Association, respectively; and

**WHEREAS**, the parties have agreed to enter into a Revocable License Agreement to allow Association to use the Licensed Premises for the Fence.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this License Agreement, and other valuable considerations, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are herein adopted.
2. Grant of License. District hereby grants to Licensee the revocable right, license and privilege of using the Licensed Premises subject to the limitations, conditions, and purposes hereinafter set forth.
3. Term. The term of this license shall commence on the Effective Date and shall expire ten (10) years from that date (the “Initial Term”), unless terminated earlier as hereafter set forth. The License Agreement shall automatically renew for renewal terms of five (5) years each until and unless terminated or canceled as provided herein.
4. Use of Licensed Premises. Association shall use and occupy the Licensed Premises only for the purpose of constructing, installing, repairing, and maintaining the Fence. Association shall pay all maintenance, service charges, fees and expenses relating to the operation of the Licensed Premises. The Licensed Premises shall not be used for any other purpose by Association or any third party without the advance written amendment of this Agreement.
5. Limitations on Use.
  - a. Association agrees that it shall not permit the Licensed Premises, without the advance written consent of the District, to be used or occupied, by any person, firm, entity or corporation other than Association and its agents.
  - b. Association agrees that it shall not permit or allow any nuisance or hazardous activity, trade, or occupation to be permitted or carried on, in or upon the Licensed Premises.
  - c. Association agrees that it shall not keep in or about the Licensed Premises any material, supplies, equipment, item(s) or thing(s) that have the effect of increasing the risk of any hazard, fire, or catastrophe.

- d. Association agrees that it shall not permit or commit any waste, injury or damage to the Licensed Premises.
  - e. Association agrees that it shall not permit the Licensed Premises to be used or occupied in any manner which violates any laws, rules, policies or regulations of any federal, state, or local governmental entity, including District.
  - f. Association shall not use or occupy the Licensed Premises for any purpose other than the purposes designated in this Agreement without the advance written amendment of this Agreement approved by the Association and the District Board of Supervisors
  - g. Association agrees that it shall not permit, install, or construct any other structures or make any alterations, additions, or enhancements, excepting routine maintenance and repair, of the Licensed Premises, without the prior approval and consent of the District Board of Supervisors.
  - h. During the term of this Agreement, Association shall provide the District with any keys, fobs, or other permissions necessary to allow the District, its officers, employees, and agents with ingress/egress rights through the Fence gate.
6. Property Right. Association expressly acknowledges that it gains no property or contract right from the continued maintenance of the Fence or Licensed Premises contemplated herein and further acknowledges that the license granted herein is revocable at will of the District and as determined by District.
7. Damage to Premises. The Association shall not, by its use or occupancy, cause damage to the Licensed Premises. Association agrees that all personal property placed upon the Licensed Premises shall remain the property of and be the responsibility of Association and shall be placed upon the Licensed Premises at the sole risk of Association. Association shall give the District, or its designated agent, prompt written notice, in the manner provided herein, of any occurrence, incident or accident occurring within the Licensed Premises.
8. Permits. Association shall obtain all required building and zoning permits from governmental entities, including but not limited to the City of Palm Beach Gardens. Association shall be solely responsible for all fees, costs, and expenses related to the design, permitting, approval, and construction or repairs associated with the Fence. Upon receipt of a completed permit application(s) (with required and necessary attachments) for the Fence and review by District staff, the Chairman of the District Board of Supervisors and the District Secretary are each authorized to execute such permit application(s) consistent with the approval(s) granted by this Agreement.
9. Inspection of Licensed Premises. The District, its agents and its authorized employees or representatives may enter upon the Licensed Premises at any time to examine same to determine if Licensee is properly maintaining the Licensed Premises allowed by this Agreement.

10. Indemnification.

a. Association shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all claims, suits, actions, damages, fines, penalties, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Agreement and arising out of or in any way connected to an intentional act or any negligent act, omission or error of, or violation of any rule, regulation or law by Association, its officers, agents, or employees, which in turn results in or relates to any penalties, fines, liability, or injuries to body, life, limb or property sustained in, about or upon the Licensed Premises, arising from the use of the Licensed Premises by the Association, its officers, employees and agents.

b. Association shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person or governmental agency, including the Internal Revenue Service, against the District as a result of any proceeding, claim, suit or cause of action accruing or in any way arising out of this Agreement for injuries to body, life, limb or property or violation of any rule, regulation or law, as set forth above.

c. Association shall save the District harmless from and against all judgments, orders, fines, penalties, decrees, reasonable attorneys' fees through any appellate proceedings, costs, expenses and liabilities incurred in and about any proceeding, claim, suit or cause of action, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

d. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

11. Insurance.

a. Without limiting any of the other obligations or liabilities of Association, Association shall provide, pay for, and maintain, at Association cost and expense, in force the insurance coverages set forth in this paragraph, at all times, as well as ensure the District coverage of the protection contained in the foregoing indemnification provision undertaken by the Association.

b. Comprehensive general liability with minimum limits of one million and 00/100 dollars (\$1,000,000.00) per occurrence, combined single limit for body injury liability and property damage liability coverage, must be afforded and must include:

- (1) premises, operations or both.
- (2) District shall be included as an "additional named insured".
- (3) Notice of Cancellation and/or Restriction – the policy(ies) must be endorsed to provide District with thirty (30) days advance written notice of cancellation or restriction.

c. **THE CONTRACTOR(S) HIRED BY THE ASSOCIATION TO CONSTRUCT, INSTALL, MAINTAIN, OR REPAIR THE FENCE SHALL, PRIOR TO ANY CONSTRUCTION, INSTALLATION, MAINTENANCE AND/OR REPAIR ACTIVITY IS UNDERTAKEN SHALL BE REQUIRED BY THE ASSOCIATION TO SUBMIT TO THE DISTRICT COPIES OF ITS REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR.**

d. Prior to commencing the use of the Licensed Premises and at anytime upon the request of the District or its staff, Association shall provide the District with a copy of all insurance policies required by this paragraph showing that District has been named as an additional named insured under such policies.

e. Renewal of the insurance and provision of a copy of such renewal to the District on an annual basis is the responsibility of the Association. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, the Association or the Contractor, as the case may be, shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the term of this Agreement or, in the case of an Association Contractor, the contract and extension there under is in effect.

f. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

g. The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the District is named as an additional insured shall not be applicable to District. District shall provide written notice of occurrence within fifteen (15) working days of District's actual notice of such an event.

12. Maintenance and Repair of Licensed Premises.

a. It shall be the responsibility of Association to keep the Licensed Premises and Fence in good operating condition, clean, sanitary and free from trash, debris, and graffiti. The upkeep and maintenance of the Fence and Licensed Premises under this Agreement shall be borne solely by and at the cost and expense of Association, and Association agrees to maintain the Licensed Premises in

accordance with the terms and conditions of this Agreement and consistent with prudent and reasonable maintenance procedures and techniques.

b. Association agrees that it will replace or repair all landscaping and District improvements which are damaged as a result of the maintenance, operation, and upkeep of the Licensed Premises by Association, its officers, agents, and employees, utilizing the same quality of materials and workmanship as approved by the District Manager of District or her designee.

c. Association acknowledges that it will bear all costs and expenses associated with removal of any improvements not permitted or authorized under this Agreement and which encroach on or within the Licensed Premises in accordance with this Agreement. In the event Association fails to remove all or any part of such improvement or encroachment within said time period, District is authorized to remove, without any liability whatsoever, the encroachment or any portion thereof and all costs and expenses associated with such removal shall be owed to District and payable to District within thirty (30) days of such removal action.

13. Termination/Revocation of License. Due to the nature of the Fence and the extraordinary unbudgeted costs that may be associated with removal of the Fence by the Association, this Agreement shall terminate upon one hundred eighty (180) days' prior written notice of termination or revocation delivered to the other party in accordance with this Agreement. Association shall peaceably surrender and deliver the Licensed Premises to the District immediately upon termination of this Agreement or expiration of the term of this Agreement after due notice of termination or revocation in accordance with this Agreement. In any event, Association agrees to bear the full cost of removal of the Fence and waives any and all claims Association may have against the District with regard to the cost of removal of such Fence and further waives any and all defenses Association may have against the removal of the Fence. In the event Association removes the Fence, Association shall restore Licensed Premises at Association's cost and expense. It is agreed that Association shall remove the Fence or any portions thereof at any time the District determines, at District's discretion that the continuation of such Fence is not in the District's interest provided that due notice of termination or revocation is delivered to the Association by the District in accordance with this Agreement. Such removal shall be at Association's sole cost an expense and Association shall repair or pay for any damage to the Licensed Premises or District Property that result from removal of the Fence. In the event Association fails to remove all or any part of such Fence within one hundred eighty (180) days after written demand by the District to do so, the District is hereby authorized to remove the Fence or any portion thereof and all costs and expenses associated with such removal shall be owed to District and payable to District within thirty (30) days of such removal action.

14. Special Exception. It is agreed that this revocable license is granted to Association for Association's sole benefit and is a special exception to the policy of the District and that this revocable license and Agreement shall be construed as if both parties drafted the document in accordance with the laws of the State of Florida.

15. Observance of Laws. Association shall observe all rules, laws, and ordinances of the City of Palm Beach Gardens, Palm Beach County, the State of Florida, and the United States, their respective agencies and departments, having jurisdiction. Association is responsible for assuring that its officers, employees, and agents observe all such laws, rules, and ordinances.

16. Assignment. Association shall have no authority to assign any of its rights under this Agreement at any time during any term of this Agreement without a written amendment to this Agreement. Should Association attempt to assign this Agreement or any portion of this Agreement, then the Agreement shall be terminated immediately without prior notice to Association. Association agrees that it shall not assign, convey, or otherwise encumber the Licensed Premises.

17. Amendment. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality and of equal dignity herewith.

18. Waiver. Failure of the District to insist upon strict performance of any covenant or condition of this Agreement or to exercise any right contained in this Agreement shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except in writing by the parties to this Agreement.

19. Notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

**AS TO THE DISTRICT:** Avenir Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attention: District Manager

**With a copy to:** Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attention: Michael J. Pawelczyk, Esq.

**AS TO ASSOCIATION:** \_\_\_\_\_ Association, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: President

Except as otherwise provided in this agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received the next business



day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

20. License, not Lease. It is acknowledged and stipulated by and between the parties hereto that this Agreement shall NOT be deemed a lease of the Licensed Premises by Association but rather a license granted to Association by District to use and occupy the Licensed Premises under the terms and conditions stated herein.

21. Venue. Venue for purposes of any litigation arising out of this Agreement shall be Palm Beach County, Florida. To the extent authorized by Florida law, the prevailing party in litigation arising out of this Agreement shall be entitled to recover reasonable attorney's fees.

22. Taxes, Assessments; Operating Costs and Utility Charges. Association shall pay or cause to be paid all real estate taxes, assessments and other similar payments, usual or unusual, extraordinary as well as ordinary, which shall during the term of this Agreement or any renewal thereof, be imposed upon, become due and payable, or become a lien upon the Licensed Premises or any part thereof, but specifically limited to such taxes or assessments which accrue after the Effective Date hereof, by virtue of any present or any future law of the United States of America or of the State of Florida or of any county or municipal authority. Association shall, upon request, exhibit receipt for such payments to the District annually. Further, the Association shall pay or cause to be paid all operating expenses, such as those for light, electricity, charges for water and irrigation, and all costs arising during the term of this Agreement and attributable to the installation, construction, maintenance and repair of the Fence to be erected upon the Licensed Premises.

23. Arm's Length Transaction. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language and any ambiguity in this Agreement will not be interpreted or construed against any party.

24. Covenants Running With the Land. The provisions of this Agreement are covenants running with the lands described herein, and are binding upon the parties and their respective successors and assigns.

25. Recordation of Agreement. This Agreement may be recorded in the Public Records of Palm Beach County, Florida. Should this Agreement be recorded, upon termination of this Agreement, a document of equal dignity to this document shall be executed and recorded at Association's expense.

26. Entire Agreement. This Agreement represents the entire and integrated agreement between the District and the Association and supersedes all prior negotiations, representations or agreements, either written or oral.

27. Authority. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

Witnesses:

\_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Virginia Cepero, Chairperson  
Board of Supervisors

\_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

Jason Pierman, Secretary

\_\_\_\_\_ day of \_\_\_\_\_, 2025

STATE OF FLORIDA }  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Virginia Cepero, as Chairperson of the Board of Supervisors for **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to her best knowledge.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission:

STATE OF FLORIDA }  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Jason Pierman, as Secretary of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his best knowledge.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission:

\_\_\_\_\_  
**ASSOCIATION, INC.**, a Florida not-for-profit corporation

WITNESSES:

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

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

STATE OF FLORIDA                         }  
COUNTY OF PALM BEACH                }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ **ASSOCIATION, INC.**, a Florida not-for-profit corporation, who is personally known and/or produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to her best knowledge.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission:

**EXHIBIT "A"**

**LICENSED PREMISES**





# Arazoza Bros., Corp.

## Maintenance

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

### Proposal

**W.O. Date:** 01/21/2025

**Attn:** Richard Salvatore

**Company:** Vesta Properties

**Project:** 00157 E Avenir Clubhouse

**Address:**

**Property:** Avenir Clubhouse

**Property Address:** 12255 Avenir Dr.

**W/O # 18**

**Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
Silver Buttonwood	15 Gallon	24.00	\$120.00	\$2,880.00
Chocolate Brown Mulch	Yards	2.00	\$75.00	\$150.00
Top Soil	1 Yard	1.00	\$90.00	\$90.00
Labor (Demo, Prep, Delivery, Disposal, Etc.)	Lump Sum	1.00	\$180.00	\$180.00
			<b>Grand Total</b>	<b>\$3,300.00</b>



# Arazoza Bros., Corp.

## Maintenance

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

### Terms of Service

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained and referred to herein. All materials shall conform to bid specifications.

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.

6. Liability: Contractor shall not be liable for any damage that occurs from Acts of god defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government agency, national or regional emergency, epidemic. Pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of the Contract within sixty (60) days.

7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.

10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of the jobsite where Contractor is to perform the work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.

11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project, unless otherwise, agreed to in writing.

12. Termination: This Work Order may be terminated by either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.

13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or around the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services are not included in this Agreement and shall not be provided by the contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect, and or landscape design professional, any costs concerning these Design Services are to be paid by the customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to the Customer.

16. Tree and Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.

17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

18. Acceptance of this Contract: By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein, Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest as a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be changed on unpaid balance 15 days after billing.

NOTICE, FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

**Grand Total \$3,300.00**

\* This proposal shall be valid for ninety (90) days from date of issue.

\* Alternates, if present, are to be added to the cost of proposal.

\* No Material will be purchased from Tree World Wholesale Nursery.

\* Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_





**Arazoza Bros., Corp.**

**M a i n t e n a n c e**

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

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Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

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\*\*Acceptance shall serve as notice that proposal has been reviewed and approved and contract is forthcoming.

**RESOLUTION NO. 2025-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT'S CONVEYANCE OF CERTAIN SPINE ROAD AND OTHER RIGHTS-OF-WAY WITHIN THE DISTRICT TO THE CITY OF PALM BEACH GARDENS; AUTHORIZING THE PROPER DISTRICT OFFICIALS TO EXECUTE ALL CONVEYANCE DOCUMENTS NECESSARY FOR THE DISTRICT TO CONVEY SUCH SPINE ROAD AND OTHER RIGHTS-OF-WAY; AUTHORIZING DISTRICT STAFF TO NEGOTIATE A MAINTENANCE AGREEMENT WITH THE CITY OF PALM BEACH GARDENS, PROVIDING FOR THE MAINTENANCE OF THE LANDSCAPING, IRRIGATION, AND CERTAIN OTHER FACILITIES AND IMPROVEMENTS LOCATED WITHIN THE RIGHTS-OF-WAY CONVEYED TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Avenir Community Development District (the "District") is a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, and is located wholly within the municipal limits of the City of Palm Beach Gardens (the "City") in Palm Beach County, Florida (the "County"); and

**WHEREAS**, the District was established by the City pursuant to its Ordinance 17, 2016, enacted and effective January 5, 2017; and

**WHEREAS**, the District is the owner of certain parcels of road rights-of-way located in Palm Beach County, Florida and within the boundaries of the District (collectively, the "Spine Roads"), which Spine Roads are more particularly described in Composite Exhibit "A" attached hereto and made a part hereof; and

**WHEREAS**, the City desires to acquire some or all of the Spine Roads within the District; and

**WHEREAS**, upon conveyance, the maintenance of the roadway base, pavement, turn lanes, curbing, pavement markings and striping, traffic control devices and signage, and such other hardscape areas to be determined by the City and the District prior to conveyance (the "Pavement Areas"), within the Spine Roads would become the responsibility of the City; and

**WHEREAS**, as part of the conveyance, the City is requiring the District to retain some maintenance responsibility for the landscaping, irrigation, and the other areas outside of the Pavement Areas, located within the Spine Roads, which maintenance responsibility is expected to be the subject of a maintenance agreement between the City and the District; and

**WHEREAS**, the District Board finds it to be in the best interests of the District, its residents, and landowners to convey the Spine Roads (or a portion thereof) to the City and authorize the proper District officials to execute all conveyance documents necessary for the District to convey the Spine Roads (or portion thereof) to the City under the conditions specified herein.

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

**SECTION 1.** The foregoing recitals are true and correct and are hereby ratified and confirmed by the Board.

**SECTION 2.** The conveyance of the Spine Roads (or portions thereof) to the City is hereby authorized. Virginia Cepero, the current Chair of the Board, or any successor Chair, is hereby authorized to execute the necessary conveyance documents, provided that the same have been reviewed and approved by the District Manager and approved as to legal form by the District Counsel. In the absence of the Chair, the Vice-Chair of the District Board is authorized to execute conveyance documents pursuant to this section.

**SECTION 3.** The District will retain certain maintenance responsibility of any portion of the Spine Roads not conveyed and of those non-Pavement Area portions of the Spine Road, which maintenance responsibility is expected to be the subject of a maintenance agreement between the City and the District. The District's maintenance responsibility shall be determined and set forth in a maintenance agreement or Interlocal agreement between the District and the City, which agreement shall be negotiated by District staff for consideration by the District Board prior to the conveyance of the Spine Roads to the City.

**SECTION 4.** The District Manager and the Chair of the Board are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part or application of this Resolution is held by 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.

**SECTION 6.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT THIS 27TH DAY OF FEBRUARY, 2025.**

ATTEST:

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

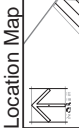
\_\_\_\_\_  
Jason Pierman, Secretary

\_\_\_\_\_  
Virginia Cepero, Chair  
Board of Supervisors

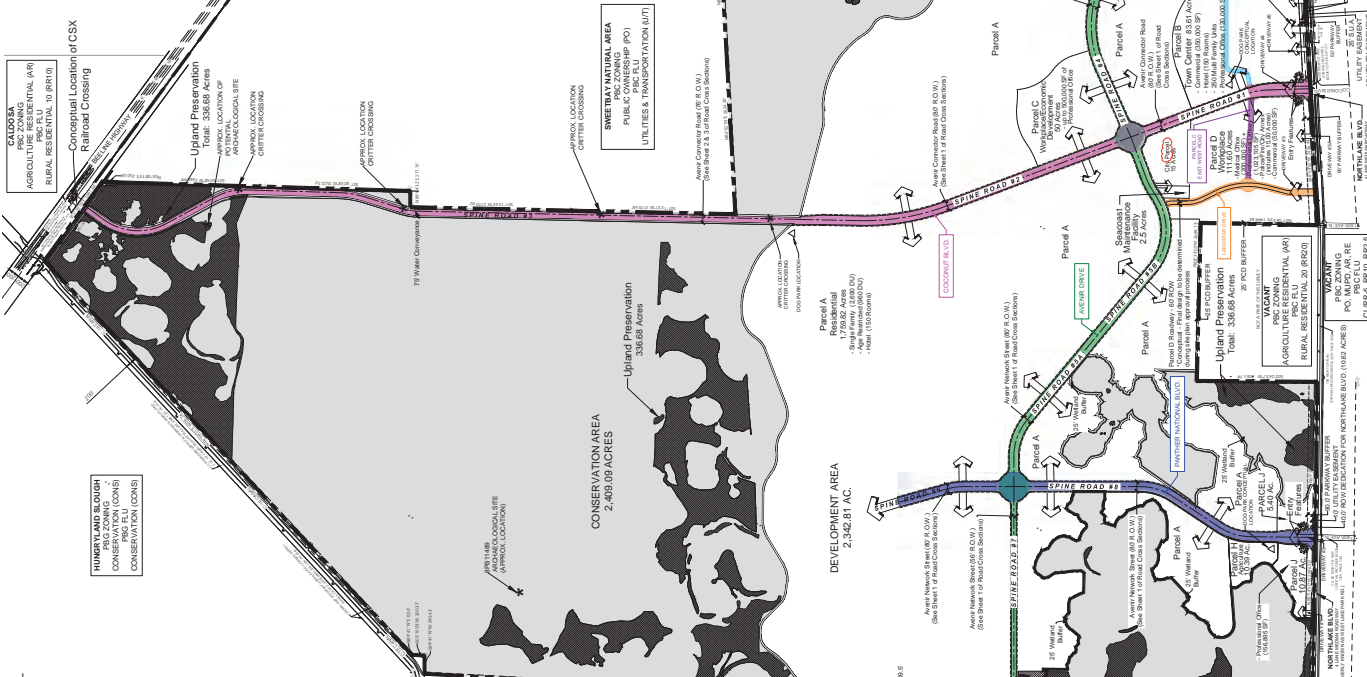
## Composite Exhibit “A”

### Spine Roads

1. Avenir Drive from Northlake Boulevard to the western terminus (at the western boundary of the Avenir Community Development District) (Spine Roads #4, #5A, #5B, and #7 on the map that that is part of this Exhibit (the “Map”).
2. Coconut Boulevard from Northlake Boulevard to Beeline Highway (Spine Roads #1, #2, and #3 on the Map).
3. Panther National Boulevard (Spine Roads #6 and #8 on the Map).
4. Landstar Drive (running north-south west of the Parcel D Workplace on the Map) from Northlake Boulevard north to Avenir Boulevard.
5. Broad Street (running west-east) from Coconut Boulevard to Avenir Drive.
6. Fair Oaks Drive (running north-south between Avenir Drive to the east and Coconut Boulevard to the west on the Map) from Broad Street south to Northlake Boulevard.
7. Parcel C East-West Road from Landstar Drive to Coconut Boulevard (through the Parcel D Workplace on Map).



Location Map



**Maximum Intensity Standards for MXD**

LAND USE COMPONENT	LAND ALLOCATION GROSS UNITS PER ACRE	MAXIMUM LOT COVERAGE
<b>RESIDENTIAL</b>		
MAXIMUM	7.0 DUGROSS ACRE	...
PROVIDED	0.82 DUGROSS ACRE	...
<b>NON-RESIDENTIAL</b>		
MAXIMUM	40%	50%
PROVIDED	6.4%	50%

**Urban design studio**

Urban Planning & Design  
Landscape Architecture  
Communication Graphics

110 Central Street, Suite C102  
West Palm Beach, FL 33411  
Tel: 561-838-1111  
www.urbandesignstudio.com

Urban design studio, a registered professional engineering firm, has prepared this plan. The design is based on the information provided by the client and is subject to change without notice. Urban design studio is not responsible for any errors or omissions in this plan.

**Site Data**

PERMIT NUMBER: **20230300000000000000**

PROPOSED PARCELS:

- 52-41-41-30-00-00-00-00 52-41-41-30-00-00-00-00
- 52-41-42-00-00-00-00-00 52-41-42-00-00-00-00-00
- 52-41-42-00-00-00-00-00 52-41-42-00-00-00-00-00
- 52-41-42-00-00-00-00-00 52-41-42-00-00-00-00-00
- 52-41-42-00-00-00-00-00 52-41-42-00-00-00-00-00

EXISTING ZONING: MIXED USE (MD) - 4,762.9 ACRES  
MIXED USE (MD) - 4,762.9 ACRES  
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**Land Use Designation Summary**

GROSS ACREAGE: 4,762.9 ACRES  
ROW DEDICATION: 10.6 ACRES (FOR ROW DEDICATION - NORTHLAKE BLVD)  
NET ACREAGE: 4,752.3 ACRES

DEVELOPMENT AREA: 2,342.81 ACRES (49% OF NET)  
PARCEL A, RESIDENTIAL: 83.01 ACRES  
PARCEL B, WORKSPACE/ECONOMIC DEVELOPMENT: 50 ACRES  
PARCEL C, WORKSPACE/ECONOMIC DEVELOPMENT: 115 ACRES  
PARCEL D, PARKWAY CREATION: 19.27 ACRES  
PARCEL E, WORKSPACE: 7.1 ACRES  
PARCEL F, WORKSPACE: 16.5 ACRES  
PARCEL G, PARKWAY BUFFER: 22.17 ACRES  
PARCEL H, PARKWAY BUFFER: 4.89 ACRES  
PARCEL I, PARKWAY BUFFER: 4.89 ACRES  
PARCEL J, PARKWAY BUFFER: 4.89 ACRES

CONSERVATION/RECREATION AREA: 2,569.09 ACRES (54% OF NET)  
TOTAL NET ACREAGE: 4,752.3 ACRES

**WMD PCD DEVELOPMENT PROGRAM**

DEVELOPMENT AREA	NET ACREAGE	WMD PCD DEVELOPMENT PROGRAM
Parcel A	83.01 ACRES	RESIDENTIAL (R)
Parcel B	50 ACRES	WORKSPACE/ECONOMIC DEVELOPMENT (W)
Parcel C	115 ACRES	WORKSPACE/ECONOMIC DEVELOPMENT (W)
Parcel D	19.27 ACRES	PARKWAY CREATION (P)
Parcel E	7.1 ACRES	WORKSPACE (W)
Parcel F	16.5 ACRES	WORKSPACE (W)
Parcel G	22.17 ACRES	PARKWAY BUFFER (PB)
Parcel H	4.89 ACRES	PARKWAY BUFFER (PB)
Parcel I	4.89 ACRES	PARKWAY BUFFER (PB)
Parcel J	4.89 ACRES	PARKWAY BUFFER (PB)

**Residential Summary**

GROSS DENSITY: 0.82 DUGROSS UNITS PER ACRE  
NET DENSITY: 0.82 DUGROSS UNITS PER ACRE  
AGE RESTRICTED: 500 UNITS  
MULTI-FAMILY: 250 UNITS

**Non-Residential Summary**

GROSS DENSITY: 1.33 DUGROSS UNITS PER ACRE  
NET DENSITY: 1.33 DUGROSS UNITS PER ACRE  
COMMERCIAL: 40,000 SF  
MEDICAL OFFICE: 1,000,000 SF  
PROFESSIONAL OFFICE: 300,000 SF  
HOTEL: 50 ROOMS (APPROX. 80,000 SF)

**MXD PCD Open Space Summary**

PER SEC. 29.165 (R17) - MIN 2.0% COMMUNITY SERVING OPEN SPACE REQUIRED FOR OVERALL  
4,752.3 ACRES (86.46 ACRES)  
REQUIRED OPEN SPACE: 950.46 ACRES  
PROVIDED OPEN SPACE: 1,006.89 ACRES (107.79%)

**RECREATION/AMENITIES**

297 ACRES COMMUNITY OPEN SPACE (APPROXIMATELY 200 ACRES FOR PLAYGROUND AND 97 ACRES FOR RECREATION FACILITIES)  
178 ACRES FOR THE HUNELAND SLOBOH (115 ACRES FOR PARK AND 63 ACRES FOR PARKWAY BUFFER)

**PARKS/RECREATION FACILITIES:**  
PARK/CORC/RECREATION: 86 ACRES  
PRIVATE OPEN SPACE: 615.94 ACRES  
PARKCE B (88.01 ACRES) - 270M MIN: 167.72 ACRES  
PARKCE C (115 ACRES) - 10 MIN: 19 ACRES  
PARKCE D (19.27 ACRES) - 10 MIN: 19 ACRES  
PARKCE E (7.1 ACRES) - 10 MIN: 4.15 ACRES  
PARKCE F (16.5 ACRES) - 10 MIN: 4.15 ACRES

**Upland Preserve**

PER SEC. 29.165 (R17) - MIN 2.0% COMMUNITY SERVING OPEN SPACE REQUIRED FOR OVERALL  
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PARKCE E (7.1 ACRES) - 10 MIN: 4.15 ACRES  
PARKCE F (16.5 ACRES) - 10 MIN: 4.15 ACRES

**MP-1**  
of 1

**PREPARED BY AND RETURN TO:**

Tyrone T. Bongard, Esq.  
Gunster, Yoakley & Stewart, P.A.  
777 S. Flagler Drive, Suite 500  
West Palm Beach, FL 33401  
Will Call Box 22

**Tax ID Nos.:**

52-41-41-28-00-000-5010  
52-41-41-32-00-000-5010  
52-41-41-33-00-000-1020  
52-41-42-04-00-000-9000  
52-41-42-05-00-000-1000  
52-41-42-08-00-000-1010 (portion)  
52-41-42-09-00-000-1010 (portion)  
52-41-42-10-00-000-9000 (portion)  
52-41-42-14-00-000-3020 (portion)  
52-41-42-15-00-000-1000 (portion)

**SPECIAL WARRANTY DEED**

**THIS INDENTURE**, executed this 29<sup>th</sup> day of November, 2017, by **AVENIR HOLDINGS, LLC**, a Florida limited liability company ("Grantor"), having an address of 550 Biltmore Way, Suite 1110 Coral Gables, Florida 33134, in favor of **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company ("Grantee"), having an address of 777 South Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401.

**WITNESSETH:**

Grantor, in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms to Grantee, and Grantee's successors and assigns forever, that certain real property situate in Palm Beach County, Florida, more particularly described as follows (the "Property"):

**SEE EXHIBIT "A" ATTACHED HERETO.**

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

SUBJECT TO taxes and assessments for the year 2018 and all subsequent years; all applicable governmental, zoning and land use ordinances, restrictions, and prohibitions and other requirements imposed by governmental authority; agreements and easements of record; parties in possession pursuant to leases; and easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the Public Records which would be disclosed by an accurate survey of the Property.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

[See attached]

*This is not a certified copy*



**NORTH CONSERVATION AREA DESCRIPTION**

ALL OF SECTIONS 28, 32, AND 33, LYING SOUTHEAST OF THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT CANAL C-18, AS RECORDED JUNE 8, 1954, IN DEED BOOK 1056, PAGE 456, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND SOUTHWEST OF THE SEABOARD AIRLINE RAILROAD, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA;

TOGETHER WITH

A PORTION OF SECTION 4, AND THE EAST ONE-HALF (E-1/2) OF SECTION 5 LYING SOUTHEAST OF THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT CANAL C-18 AS RECORDED JUNE 8, 1954, IN DEED BOOK 1056, PAGE 456, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA;

TOGETHER WITH

A PORTION OF THE EAST ONE-HALF (E-1/2) OF SECTION 8, PORTIONS OF SECTIONS 9 AND 10, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA;

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE NORTH 01°28'46" EAST, A DISTANCE OF 755.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 100.49 FEET; THENCE NORTH 01°30'51" EAST, A DISTANCE OF 2211.96 FEET; THENCE NORTH 40°12'41" EAST, A DISTANCE OF 37.09 FEET; THENCE NORTH 02°11'39" EAST, A DISTANCE OF 1065.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°23'16", A DISTANCE OF 474.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1300.73 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°35'56", A DISTANCE OF 558.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 300.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°23'41", A DISTANCE OF 300.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°22'39" EAST, A DISTANCE OF 73.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 300.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°02'21", A DISTANCE OF 241.66 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 44°35'00" EAST, A DISTANCE OF 344.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°45'57", A DISTANCE OF 202.88 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 80°20'57" EAST, A DISTANCE OF 159.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°03'47", A DISTANCE OF 349.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH 59°35'16" EAST, A DISTANCE OF 552.45 FEET TO THE POINT OF CURVATURE OF A CURVE

CONCAVE TO THE SOUTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $30^{\circ}53'57''$ , A DISTANCE OF 269.65 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $89^{\circ}30'47''$  EAST, A DISTANCE OF 477.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $35^{\circ}20'02''$ , A DISTANCE OF 308.35 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $54^{\circ}10'45''$  EAST, A DISTANCE OF 79.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $39^{\circ}11'27''$ , A DISTANCE OF 342.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $86^{\circ}37'48''$  EAST, A DISTANCE OF 67.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $38^{\circ}40'48''$ , A DISTANCE OF 337.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $55^{\circ}43'07''$ , A DISTANCE OF 486.24 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $69^{\circ}35'29''$  EAST, A DISTANCE OF 961.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $35^{\circ}34'14''$ , A DISTANCE OF 310.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $55^{\circ}58'45''$ , A DISTANCE OF 488.51 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $90^{\circ}00'00''$  EAST, A DISTANCE OF 132.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $23^{\circ}12'01''$ , A DISTANCE OF 404.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $66^{\circ}47'59''$  EAST, A DISTANCE OF 277.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $24^{\circ}09'28''$ , A DISTANCE OF 421.63 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $42^{\circ}38'31''$  EAST, A DISTANCE OF 559.36 FEET; THENCE SOUTH  $43^{\circ}20'53''$  EAST, A DISTANCE OF 196.63 FEET; THENCE SOUTH  $75^{\circ}19'58''$  EAST, A DISTANCE OF 1604.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2317.98 FEET FROM WHICH A RADIAL LINE BEARS SOUTH  $4^{\circ}27'38''$  EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $6^{\circ}27'03''$ , A DISTANCE OF 260.97 FEET; THENCE SOUTH  $61^{\circ}12'40''$  EAST, A DISTANCE OF 25.46 FEET; THENCE NORTH  $75^{\circ}44'35''$  EAST, A DISTANCE OF 57.20 FEET; THENCE NORTH  $89^{\circ}39'23''$  EAST, A DISTANCE OF 24.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1500.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH  $2^{\circ}59'37''$  WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $54^{\circ}33'00''$ , A DISTANCE OF 1428.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $27^{\circ}58'33''$ , A DISTANCE OF 244.13 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $78^{\circ}37'20''$ , A DISTANCE OF 356.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 570.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $89^{\circ}25'11''$ , A DISTANCE OF 889.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1000.00 FEET; THENCE

SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°57'31", A DISTANCE OF 383.25 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 49°16'16" EAST, A DISTANCE OF 650.43 FEET; THENCE NORTH 89°13'48" EAST, A DISTANCE OF 241.57 FEET; THENCE SOUTH 66°19'04" EAST, A DISTANCE OF 57.84 FEET; THENCE NORTH 58°55'18" EAST, A DISTANCE OF 47.44 FEET; THENCE NORTH 89°13'48" EAST, A DISTANCE OF 491.43 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 10; THENCE NORTH 00°46'12" WEST, A DISTANCE OF 1371.31 FEET; THENCE NORTH 02°07'51" WEST, A DISTANCE OF 2906.82 FEET; THENCE SOUTH 86°43'39" WEST, A DISTANCE OF 2620.47 FEET; THENCE SOUTH 86°52'03" WEST, A DISTANCE OF 2624.30 FEET; THENCE NORTH 01°13'31" EAST, A DISTANCE OF 2770.58 FEET; THENCE NORTH 01°13'45" EAST, A DISTANCE OF 2770.92 FEET; THENCE NORTH 89°44'32" EAST, A DISTANCE OF 277.15 FEET; THENCE NORTH 01°40'48" EAST, A DISTANCE OF 2522.33 FEET; THENCE NORTH 01°40'48" EAST, A DISTANCE OF 2468.99 FEET; THENCE NORTH 05°08'15" EAST, A DISTANCE OF 250.58 FEET; THENCE NORTH 53°39'56" WEST, A DISTANCE OF 1687.84 FEET; THENCE SOUTH 46°59'31" WEST, A DISTANCE OF 9208.76 FEET; THENCE NORTH 89°41'19" EAST, A DISTANCE OF 15.18 FEET; THENCE SOUTH 03°10'03" WEST, A DISTANCE OF 200.45 FEET; THENCE SOUTH 89°41'19" WEST, A DISTANCE OF 295.43 FEET; THENCE SOUTH 03°10'03" WEST, A DISTANCE OF 5698.71 FEET; THENCE SOUTH 01°28'46" WEST, A DISTANCE OF 4275.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 91,271,488.29 SF, 2,095.3050 ACRES, MORE OR LESS.

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

**PARCEL A-1 DESCRIPTION:**

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE N.E. CORNER OF SAID SECTION 15,

- 1) THENCE S 88° 39' 28" W ALONG THE NORTH LINE OF SAID SECTION 15 FOR 577.62' ;
- 2) THENCE S 01° 20' 32" E FOR 2442.23' TO THE POINT OF BEGINNING;
- 3) AND TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1670.00' AND A CENTRAL ANGLE OF 07° 43' 34" FROM WHICH THE RADIUS POINT BEARS S 81° 40' 57" W, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 225.19', SAID CURVE HAVING A CHORD BEARING OF S 04° 27' 16" E FOR 225.02' ;
- 4) THENCE S 00° 35' 29" E FOR 918.11' ;
- 5) THENCE S 05° 07' 09" W FOR 30.12' ;
- 6) THENCE S 11° 10' 23" W FOR 253.50' ;
- 7) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 485.00' AND A CENTRAL ANGLE OF 11° 10' 23" FOR AN ARC LENGTH OF 94.58', SAID CURVE HAVING A CHORD BEARING OF S 05° 35' 12" W FOR 94.43' ;
- 8) THENCE S 00° 00' 00" E FOR 171.56' ;
- 9) THENCE N 90° 00' 00" W FOR 158.50' ;
- 10) THENCE S 00° 00' 00" E FOR 61.59' ;
- 11) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 10.00' AND A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC LENGTH OF 15.71', SAID CURVE HAVING A CHORD BEARING OF S 45° 00' 00" W FOR 14.14' ;
- 12) THENCE N 90° 00' 00" W FOR 205.00' ;
- 13) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00' AND A CENTRAL ANGLE OF 20° 19' 46" FOR AN ARC LENGTH OF 17.74', SAID CURVE HAVING A CHORD BEARING OF N 79° 50' 07" W FOR 17.65' ;
- 14) TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00' AND A CENTRAL ANGLE OF 45° 26' 46" FROM WHICH THE RADIUS POINT BEARS S 20° 19' 46" W, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 118.98', SAID CURVE HAVING A CHORD BEARING OF S 87° 36' 23" W FOR 115.88' ;
- 15) TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00' AND A CENTRAL ANGLE OF 20° 35' 57" FROM WHICH THE RADIUS POINT BEARS N 25° 07' 00" W, THENCE RIGHT ALONG

SAID CURVE FOR AN ARC LENGTH OF 89.88', SAID CURVE HAVING A CHORD BEARING OF S 75° 10' 59" W FOR 89.40';

16) THENCE S 85° 28' 57" W FOR 100.31' ;

17) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00' AND A CENTRAL ANGLE OF 11° 23' 04" FOR AN ARC LENGTH OF 99.35', SAID CURVE HAVING A CHORD BEARING OF N 88° 49' 31" W FOR 99.18';

18) THENCE N 83° 07' 59" W FOR 91.99' ;

19) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 58.00' AND A CENTRAL ANGLE OF 96° 52' 07" FOR AN ARC LENGTH OF 98.06', SAID CURVE HAVING A CHORD BEARING OF S 48° 25' 58" W FOR 86.79';

20) THENCE N 89° 59' 54" W FOR 40.00' ;

21) THENCE N 00° 00' 00" E FOR 1534.19' ;

22) THENCE N 90° 00' 00" E FOR 32.63' ;

23) THENCE N 00° 00' 00" W FOR 129.40' ;

24) TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 208.41' AND A CENTRAL ANGLE OF 05° 04' 18" FROM WHICH THE RADIUS POINT BEARS N 05° 04' 18" E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 18.45', SAID CURVE HAVING A CHORD BEARING OF S 87° 27' 51" E FOR 18.44';

25) THENCE S 90° 00' 00" E FOR 402.18' ;

26) THENCE N 72° 59' 28" E FOR 50.98' ;

27) THENCE N 17° 00' 32" W FOR 18.28' ;

28) THENCE N 72° 59' 28" E FOR 70.00' ;

29) THENCE N 17° 00' 32" W FOR 25.22' ;

30) THENCE N 72° 59' 28" E FOR 70.00' ;

31) THENCE N 17° 00' 32" W FOR 19.78' ;

32) THENCE N 72° 59' 28" E FOR 70.00' ;

33) THENCE N 17° 00' 32" W FOR 3.84' ;

34) THENCE N 72° 59' 28" E FOR 70.00' ;

35) THENCE N 79° 17' 46" E FOR 49.46' ;

36) THENCE N 89° 24' 31" E FOR 223.86'

TO THE POINT OF BEGINNING.

CONTAINING 1704838.53 SQUARE FEET OR 39.138 ACRES.

*This is not a certified copy*

**TOWN CENTER DESCRIPTION**

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTION 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTH LAKE BOULEVARD).

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 03°06'07" EAST A DISTANCE OF 812.82 FEET TO A LINE 812.82 NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG SAID PARALLEL LINE, NORTH 86°53'53" EAST, A DISTANCE OF 195.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 3°06'07" EAST, A DISTANCE OF 200.00 FEET; THENCE, SOUTH 88°26'13" WEST, A DISTANCE OF 200.00 FEET; THENCE, NORTH 1°33'47" WEST, A DISTANCE OF 276.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1500.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°57'30", A DISTANCE OF 496.33 FEET TO THE POINT OF TANGENCY; THENCE NORTH 20°31'16" WEST, A DISTANCE OF 993.00 FEET; THENCE NORTH 69°28'44" EAST, A DISTANCE OF 719.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1300.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°14'33", A DISTANCE OF 1253.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 400.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°05'00", A DISTANCE OF 223.98 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 129.00 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 32.64 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 1534.19 FEET; THENCE, SOUTH 89°59'52" EAST, A DISTANCE OF 40.00 FEET; THENCE, SOUTH 00°04'36" EAST, A DISTANCE OF 172.79 FEET; THENCE, SOUTH 86°08'53" WEST, A DISTANCE OF 346.76 FEET; THENCE, SOUTH 86°53'53" WEST, A DISTANCE OF 1084.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 3635076.080 SF, 83.4498 ACRES, MORE OR LESS.

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

**SPINE ROAD DESCRIPTION**

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTIONS 14 AND 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (AKA NORTHLAKE BOULEVARD).

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH  $06^{\circ}17'21''$  EAST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 740.25 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 14 NORTH  $83^{\circ}42'39''$  WEST, A DISTANCE OF 0.22 FEET TO THE POINT OF BEGINNING; THENCE, NORTH  $44^{\circ}10'53''$  EAST, A DISTANCE OF 56.34 FEET; THENCE, NORTH  $00^{\circ}35'29''$  WEST, A DISTANCE OF 280.68 FEET; THENCE, NORTH  $01^{\circ}19'04''$  EAST, A DISTANCE OF 360.20 FEET; THENCE, NORTH  $00^{\circ}35'29''$  WEST, A DISTANCE OF 1135.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1710.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $11^{\circ}33'07''$ , A DISTANCE OF 344.77 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 98.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $52^{\circ}49'01''$ , A DISTANCE OF 90.34 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 116.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $33^{\circ}09'14''$ , A DISTANCE OF 67.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 98.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $7^{\circ}21'12''$ , A DISTANCE OF 12.58 FEET; THENCE, NORTH  $74^{\circ}51'09''$  WEST, A DISTANCE OF 93.56 FEET; THENCE, SOUTH  $62^{\circ}06'05''$  WEST, A DISTANCE OF 38.69 FEET; THENCE, NORTH  $27^{\circ}53'55''$  WEST, A DISTANCE OF 64.00 FEET; THENCE, NORTH  $62^{\circ}06'05''$  EAST, A DISTANCE OF 54.54 FEET; THENCE, NORTH  $14^{\circ}55'26''$  EAST, A DISTANCE OF 95.69 FEET; THENCE, NORTH  $24^{\circ}42'13''$  WEST, A DISTANCE OF 227.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 116.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $40^{\circ}15'24''$ , A DISTANCE OF 81.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 98.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $52^{\circ}49'01''$ , A DISTANCE OF 90.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1710.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $76^{\circ}40'07''$ , A DISTANCE OF 2288.18 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $66^{\circ}04'03''$  WEST, A DISTANCE OF 992.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $59^{\circ}03'01''$ , A DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $31^{\circ}30'43''$ , A DISTANCE OF 115.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $59^{\circ}03'01''$ , A DISTANCE OF 144.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $20^{\circ}31'16''$  EAST, A DISTANCE OF 67.00 FEET; THENCE SOUTH  $69^{\circ}28'44''$  WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH  $20^{\circ}31'16''$  WEST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 140.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID



CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 210.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'02", A DISTANCE OF 102.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 140.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 69°28'44" WEST, A DISTANCE OF 67.00 FEET; THENCE NORTH 20°31'16" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 69°28'44" EAST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 140.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 210.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'02", A DISTANCE OF 102.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 140.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF TANGENCY; THENCE NORTH 20°31'16" WEST, A DISTANCE OF 67.00 FEET; THENCE NORTH 69°28'44" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 20°31'16" EAST, A DISTANCE OF 67.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°41'21", A DISTANCE OF 90.49 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 140.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 144.29 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66°04'03" EAST, A DISTANCE OF 992.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1790.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°05'41", A DISTANCE OF 2408.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 98.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°25'03", A DISTANCE OF 81.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 116.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°33'07", A DISTANCE OF 121.09 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 24°42'13" EAST, A DISTANCE OF 423.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 116.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°33'07", A DISTANCE OF 121.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 98.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°25'03", A DISTANCE OF 81.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1790.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°58'40", A DISTANCE OF 374.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 930.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 998.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°42'38", A DISTANCE OF 99.47 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 06°18'07" EAST, A DISTANCE OF

141.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1002.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°42'38", A DISTANCE OF 99.87 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°35'29" EAST, A DISTANCE OF 505.93 FEET; THENCE SOUTH 45°20'05" EAST, A DISTANCE OF 56.31 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 11569.16 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 00°04'41" EAST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°58'02", A DISTANCE OF 195.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 823584.07 SF, 18.9068ACRES, MORE OR LESS.

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

**ECONOMIC DEVELOPMENT PARCEL DESCRIPTION**

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SECTIONS 10 AND 15 TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF LAKE PARK ROAD WEST EXTENSION (A/K/A NORTHLAKE BOULEVARD).

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 88°40'36" EAST, ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 1081.12 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 75.30 FEET; THENCE, NORTH 71°06'45" EAST, A DISTANCE OF 92.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1096.27 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°45'14", A DISTANCE OF 320.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 936.59 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°37'39", A DISTANCE OF 696.81 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 290.62 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°58'47", A DISTANCE OF 1516.56 FEET TO A THE POINT ON NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 816.87 FEET FROM WHICH A RADIAL LINE BEARS NORTH 86°16'49" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°25'50", A DISTANCE OF 718.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 680.54 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°02'49", A DISTANCE OF 392.52 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 17°24'16" EAST, A DISTANCE OF 322.84 FEET TO A THE POINT ON NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1830.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 13°09'05" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°46'53", A DISTANCE OF 344.35 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 66°04'03" WEST, A DISTANCE OF 992.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°41'21", A DISTANCE OF 107.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°03'01", A DISTANCE OF 103.06 FEET TO THE POINT OF TANGENCY; THENCE NORTH 20°31'16" WEST, A DISTANCE OF 1288.25 FEET TO THE POINT OF BEGINNING. CONTAINING 2,209,314.03 SF, 50.7188 ACRES, MORE OR LESS.

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

**Randy's Holiday Lighting**

3718 Interstate Park Rd N  
 West Palm Beach, FL  
 33404-5908  
 5618458000  
 office@randysholidaylighting.com  
 www.randysholidaylighting.com



**ADDRESS**

Jason Pierman  
 Avenir CDD  
 The Oaks Center  
 2501A Burns Road  
 Palm Beach Gardens, FL 33410

**Estimate 1011**

**DATE 01/30/2025**

DESCRIPTION	QTY	RATE	AMOUNT
<p>****NOTE: REQUEST SALES TAX CERTIFICATE FOR EXEMPT STATUS CONFIRMATION****WE WILL HAVE TO CHARGE SALES TAX IF WE DON'T RECEIVE A COPY OF YOUR EXEMPT SALES TAX CERTIFICATE****</p>			
<p>****NOTE: CUSTOMER TO PROVIDE 6 POWER OUTLETS IN FOLLOWING AREAS - 2 ON EACH SIDE OF THE AVENIR DR AND COCONUT ENTRANCES; 1 IN THE CENTER MEDIAN IN FRONT OF THE CLUBHOUSE; 1 IN CENTER MEDIAN WHERE TOWER TREE TO BE INSTALLED****OUTLETS ARE NEEDED IN ALL AREAS WHERE LIGHTS ARE TO BE INSTALLED &amp; WE CANNOT CROSS WALKWAYS OR STREETS WITH CORDS AS IT IS A TRIPPING HAZARD****</p>			
<p>****NOTE TO INSTALLERS: 58' TRUCK NEEDED FOR TOP OF MONUMENTS ALONG NORTHLAKE AND 2 FURTHEST IN MEDJOOLS AT THE FRONT OF THE CLUBHOUSE****</p>			
<p><b>MAIN ENTRANCE AT NORTHLAKE BLVD &amp; AVENIR DRIVE</b></p>			
<p>Light the trunks and fronds of the 11 Medjool Palms in the center median with 30 sets of COAXIAL WARM WHITE LED mini lights per tree, 20 fronds to be lit per tree. ****NOTE: CONSTANT POWER OUTLET IN THE CENTER OF THE MEDIAN WILL REQUIRE A TIMER****SPLIT THE LOAD BETWEEN THE 2 OUTLETS IN THE BOX***</p>			
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	330	27.00	8,910.00T
Outline both the top edge of both curved monument walls and the top edge of the lip of all 4 sides of the tower section and 3 sides of the smaller towers at the Avenir entrance from end to end (road facing side) with 240' of C-7 WARM WHITE LED lights per monument			T
White wire C-7 stringer (12" spacing) cost per foot	480	2.50	1,200.00T

Please contact us for any changes you would like to make to this estimate.

DESCRIPTION	QTY	RATE	AMOUNT
C-7 WARM WHITE LED bulbs (for C-7 stringer)	480	2.50	1,200.00T
Install a custom decorated and lit 72" wreath under the big arch over the side walk on the inside parts of the monument walls - the wreaths are to face Northlake Blvd (ornament colors to be traditional with reds, greens, golds and large red bows)****NOTE: INSTALL TWO EYE HOOKS AND BRIDLE THE WREATH TO HOLD IN PLACE****			T
72" Custom decorated and lit wreath	2	395.00	790.00T
<b>NORTHALKE BLVD &amp; COCONUT BLVD ENTRANCE</b>			
Outline the upper and lower edges of the "Avenir" sign on the tower sections of the monuments with 120' of C-7 WARM WHITE LED lights per monument (the lights are to go on the lip above & the lip below the community name)			T
White wire C-7 stringer (12" spacing) cost per foot	240	2.50	600.00T
C-7 WARM WHITE LED bulbs (for C-7 stringer)	240	2.50	600.00T
Install a custom decorated and lit 60" wreath under the white pergola entrance closest to the road (facing Northlake Blvd) on both monument structures (ornament colors to be traditional with reds, greens, golds & large red bows)****NOTE: BRIDLE THE WREATH AROUND THE TRELLACE TO HOLD IN PLACE****			T
60" Custom decorated and lit wreath	2	325.00	650.00T
<b>EAST SIDE OF COCONUT BLVD ENTRANCE:</b>			
Light the trunks up to the husks of the 2 Royal Palms behind the pergola with 5 sets of COAXIAL WARM WHITE LED mini lights per tree			T
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	10	27.00	270.00T
Light the trunks up to the husks of the closest 2 Royal Palms East of the monument with 12 sets of COAXIAL WARM WHITE LED mini lights per tree			T
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	24	27.00	648.00T
Light the 3 Skinny Palms (up to the green husks) on the East side with 2 sets of COAXIAL WARM WHITE LED mini lights per tree			T
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	6	27.00	162.00T
<b>WEST SIDE OF THE COCONUT BLVD ENTRANCE:</b>			
Light the trunks up to the husks of the 2 Royal Palms behind the pergola with 5 sets of COAXIAL WARM WHITE LED mini lights per tree		0.00	0.00T
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	10	27.00	270.00T
Light the trunks up to the husks of the 3 larger Royal Palms West of the monument with 12 sets of COAXIAL WARM WHITE LED mini lights per tree (do not light the 2 small Royal Palms further back on the west side of the monument)			T
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	36	27.00	972.00T
<b>CLUBHOUSE (1/2 mile inside the Avenir Drive entrance)</b>			

Please contact us for any changes you would like to make to this estimate.

DESCRIPTION	QTY	RATE	AMOUNT	
Light the trunks and fronds of 4 Medjool Palms in the first two center medians of the driveway entrance to the Clubhouse with 30 sets of COAXIAL WARM WHITE LED mini lights per tree, 20 fronds to be lit per tree				T
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	120	27.00	3,240.00T	
Light the trunks, husks and fronds of the 9 Royal Palms in the circular island on the south side of the clubhosue with 23 sets of COAXIAL WARM WHITE LED mini lights per tree, 10 fronds to be lit per tree				T
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	207	27.00	5,589.00T	
Light the trunks and fronds of the 6 Medjool Palms on the West side entrance of the Clubhouse with 30 sets of COAXIAL WARM WHITE LED mini lights per tree ***58' truck needed here to reach the 2 furthest back palms***				T
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	180	27.00	4,860.00T	
Install a 6' freestanding electric outdoor Menorah with large bright bulbs to the right side of the first set of stairs (in the upper grassy section just above the sidewalk - secure with stakes & wire)				T
6' free standing outdoor menorah	1	695.00	695.00T	
CENTER MEDIAN GRASSY AREA IN FRONT OF CLUBHOUSE WEST ENTRANCE (across the street)				
Light the trunks and fronds of the 4 Medjool Palms in the center island (on each side of the trellises) with 30 sets of COAXIAL WARM WHITE LED mini lights per tree (20 fronds to be lit per tree)				T
Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	120	27.00	3,240.00T	
Install a custom decorated and lit 20' Christmas Tree in the center of the large grassy area south of the trellises (ornament colors to be traditional with reds, greens and golds) (consult with customer to make sure it's put in the area they would like)				T
20' Tower Christmas Tree with LED lights	1	12,000.00	12,000.00T	
BUCKET TRUCK/EQUIPMENT FEE: INCLUDED	1	0.00	0.00T	
10% discount for 3 year contract - Customer agrees to spend not less than 90% of the first year contract price over the next three (3) years in exchange for a 10% discount each of the 3 years. If customer chooses to cancel the contract prior to the expiration of the contract, the customer will reimburse Randy's Holiday Lighting the amount of the discount given each of the prior years. Cancellation must occur in writing no later than September 1st of each year, prior to their job being scheduled, or the customer will be obligated for the full amount of the contract for that year. (YEAR 1 OF 3)	1	-4,590.00	-4,590.00T	

Please contact us for any changes you would like to make to this estimate.

DESCRIPTION	QTY	RATE	AMOUNT
<p>*This is a contract, make sure you understand the terms before you sign it.</p> <p>*Set-up, maintenance, take-down and storage is included. Maintenance is included from November 15th through January 2nd. Repairs outside of that time will cost extra. Lights can be left up until the end of January at no additional charge. Lights to be left up beyond that time will incur additional charges. All greens (trees, wreaths, garland, menorahs, etc.) must come down by January 15th. Any greens left up beyond January 15th at the customers request, will incur additional charges.</p> <p>*Estimates are valid for only 30 days.</p> <p>*All pricing includes all extension cords, staples, tie wraps, etc. in order to complete each job.</p> <p>*All prices are for leased product, unless otherwise noted.</p> <p>***GFI outlets are notoriously sensitive to tripping. Customers are responsible for resetting all GFI's. There is no way to prevent GFI protected outlets or breakers from tripping when the LIGHTS get wet. They simply must be reset once they are dried out. Please have someone check them each evening to ensure that power is going to the lights.</p> <p>*In order to minimize the tripping of the GFI outlets make sure to not run your sprinklers at the same time any of the lights are on. Also, DO NOT tape up any connections, this will only trap moisture. Failure to follow these instructions may void the warranty.</p> <p>*Electrical receptacles are necessary for each area to be lit.</p> <p>*All trees &amp; palms must be substantially pruned by September 15th or a minimum of 60 days prior to your turn-on date, failure to do so will result in pruning charges.</p> <p>*Hot glue is the only effective way to attach lights to concrete or stucco surfaces and some residue may be left once the lights are removed. We will make every effort to minimize the leftover residue and damage that may occur when removing the lights but the customer may have to make some repairs to the concrete/stucco surfaces after the lights have been removed. Randy's Holiday Lighting will not be responsible for repairing these surfaces if they become damaged during removal.</p> <p>*INSTALLATION DATES are booked upon receiving your signed contract and a 50% deposit.</p> <p>*Removal of all lighting is done from Jan 2nd through Jan 31 unless other arrangements are made in writing. Removal of all greens (Xmas trees, garland, wreaths, menorahs, etc) is done between January 2nd and January 15th.</p> <p>*All damages or theft to lights and decorations that we have no control over, i.e. vandalism, theft, damage from lawn maintenance equipment, severe weather, electrical surges, or unpruned palm fronds will be billed as an additional charge to the customer. In the event of a disaster (i.e. hurricane, tornado, etc.) damaged lights/decorations or lights that must be reinstalled will be charged to the customer.</p> <p>*All lights are attached by staples and this pricing reflects using staples. If, for any reason, we cannot use staples, there will be an upcharge for alternate methods of attaching lights.</p> <p>*It is necessary many times to drive our trucks on sidewalks in order to install holiday lights but we will not be responsible for any damage our trucks may do to the sidewalks. If you do not want our trucks to drive on your sidewalks, you must notify us in writing.</p> <p>* Any legal action brought by or against either party under the terms of this Agreement shall be determined by the laws of the State of Florida, and venue and jurisdiction for said action shall be within the county of Palm Beach and the State of Florida, respectively</p> <p>*Randy's Holiday Lighting must be allowed to install lights up to 60</p>	1	0.00	0.00T

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL  
GRADE PRODUCTS, YOUR SATISFACTION IS  
GUARANTEED!

SUBTOTAL	41,306.00
TAX (0%)	0.00

<b>TOTAL</b>	<b>\$41,306.00</b>
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Accepted By

Accepted Date

Please contact us for any changes you would like to make to this estimate.





# Arazoza Bros., Corp.

## Maintenance

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

### Proposal

**W.O. Date:** 12/11/2024

**Attn:** No Contact

**Company:** Avenir CDD

**Project:** 00194 M Avenir CDD

**Address:** 12255 Avenir Dr.

**Property:** Avenir CDD

**Property Address:** Spine Rd. 1

**W/O # 14**

**Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
Ptychosperma elegans / Alexander Palm	Field Grown, Triple, Varying Heights, Minimum 14' CW, Full Crown	2.00	\$1,800.00	\$3,600.00
Quercus Virginiana / Southern Live Oak	22' Ht. x 10' Spr. 5" Cal., Single Straight Trunk, Full and Even Canopy	1.00	\$2,200.00	\$2,200.00
Clusia guttifera / Small-Leaf Clusia	3 Gal. , 18' Ht. x 18' Spr., Full and Dense	60.00	\$10.00	\$600.00
Green Buttonwood	3 gal.	106.00	\$9.00	\$954.00
Muhlenbergia capillaris / Pink Muhly Grass	1 gal. 16" Ht., 16" Spr., 36" O.C. Full dense clump	1,120.00	\$5.00	\$5,600.00
Podocarpus - Pringle (CO#12)	3 gal.	27.00	\$17.00	\$459.00
Red Tip Cocoplum	3 gal.	661.00	\$9.00	\$5,949.00
Schefflera arbicola 'Trinette' / Schefflera	3 Gal. 12" Ht. x 12" Spr., 24" O.C., Full to base and Dense	10.00	\$10.00	\$100.00
Tripsacum floridanum / Fakahatchee Grass	Min. 3 gal. 18" Ht. x 18" Spr. 24" O.C.	46.00	\$9.00	\$414.00
<b>Grand Total</b>				<b>\$19,876.00</b>



# Arazoza Bros., Corp.

## Maintenance

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

### Terms of Service

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained and referred to herein. All materials shall conform to bid specifications.

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.

6. Liability: Contractor shall not be liable for any damage that occurs from Acts of god defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government agency, national or regional emergency, epidemic, Pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of the Contract within sixty (60) days.

7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.

10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of the jobsite where Contractor is to perform the work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.

11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project, unless otherwise, agreed to in writing.

12. Termination: This Work Order may be terminated by either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.

13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or around the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services are not included in this Agreement and shall not be provided by the contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect, and or landscape design professional, any costs concerning these Design Services are to be paid by the customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to the Customer.

16. Tree and Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.

17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

18. Acceptance of this Contract: By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein, Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest as a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be changed on unpaid balance 15 days after billing.

NOTICE, FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

**Grand Total \$19,876.00**

\* This proposal shall be valid for ninety (90) days from date of issue.

\* Alternates, if present, are to be added to the cost of proposal.

\* No Material will be purchased from Tree World Wholesale Nursery.

\* Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_



**Arazoza Bros., Corp.**

**M a i n t e n a n c e**

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

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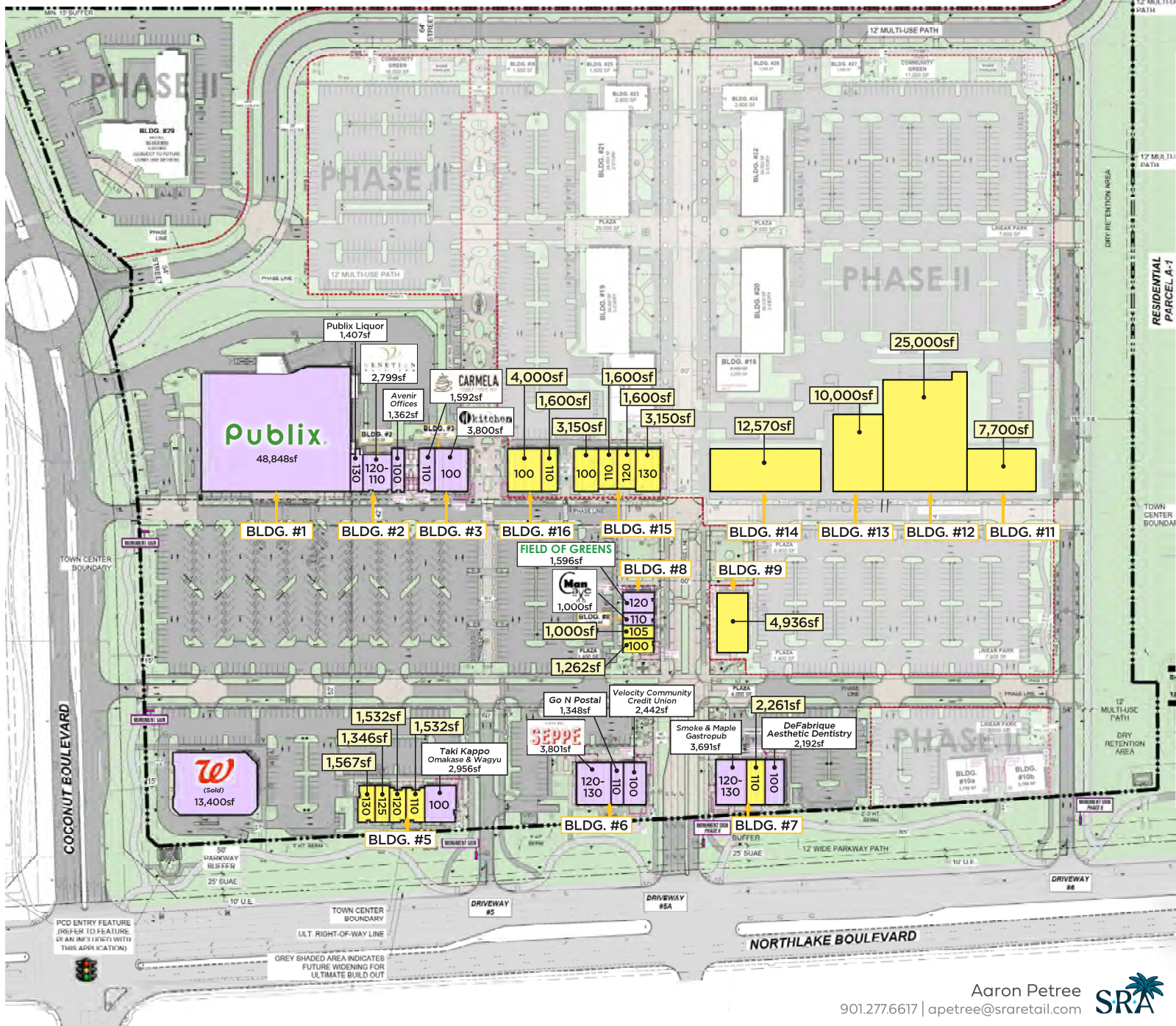
Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

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\*\*Acceptance shall serve as notice that proposal has been reviewed and approved and contract is forthcoming.



- Not Available  
(Signed Lease)
- Prospective Tenants  
(Lease / LOI)
- Available





*Monthly Managers Report  
February 27, 2025*

*Date of Report: 2/119/2025*

*Submitted by: Richard Salvatore*

○ **Completed Tasks**

- The board-approved sidewalk expansion has been completed.
- Two dead / dying trees on the pool deck have been pulled, and it was identified that these trees will never do well in this location, so they were replaced with a row of perennial bushes.
- The yearly carpet cleaning of all clubhouse carpets has been completed.
  - Protectant and deodorizer are applied also to all carpets, which should allow the “new” look to last longer.
- The previously out-of-order chest press machine in the gym has been repaired, now functioning properly.

○ **Ongoing Tasks**

- The low voltage access control expansion has begun. The vendor was on site Saturday 2/15, Monday 2/17, and Tuesday 2/18, beginning the programming of equipment.
- Awaiting the arrival of the previously approved storage shed, grading of landscaping, etc.
  - Working with the Developers’ representative on this item.
- A 50% deposit has been sent to the interior designer to expand the current clubhouse furniture offerings, specifically the tables and chairs in the clubroom. ETA for custom-built tables and chairs is 8 weeks.

○ **Future Items / Items For Consideration**

- Seeking permission for all future “annual rotations” of clubhouse flowers to be able to be approved by clubhouse/district management, to expedite the installation process.
  - Future approvals will be dependent on “competitive” pricing, and alternate bids will be received as necessary.
- Troubleshooting to identify faulty exterior lights has been completed. 27 in total were identified.
  - We are awaiting quotes for the repair and consideration.
- Gutter addition on the front of the building, and to pavilions, to reduce washout from heavy rains.



○ **Resident Requests / Recommendations**

- Revisit the court reservation system.
  - Residents are stating that the reservation system is currently causing issues and will cause further issues in the future when access control is used on tennis gates, and “checking in” is no longer needed.
  - Adherence will be difficult to enforce without having a staff member constantly at the courts
  - **Recommendation:** Once the access control system is installed; court usage should be on a first come – first served basis, with reservations of courts allowed for/by tennis vendors for privates, groups, and clinics.
  - **Alternate Recommendation:** Staffing a team member / security guard at the courts during “Peak” times (weekends mornings – afternoon) to enforce and police reservations.

*Lifestyle Directors Report*

*Date of Report: 2/18/2025*

*Submitted by: Patrice Chiaramonte*

**February 8<sup>th</sup> 2025: Love Serving Love Pickleball Event** -The “Love Serving Love” pickleball event was a smashing success! Over 20 patrons enjoyed a fun-filled day of friendly competition and community spirit, as Emmett from Play Academy led an organized game that kept everyone engaged and on their toes. With laughter and camaraderie in full swing, participants had a blast while learning new skills and sharing their love for the sport.



**February 9<sup>th</sup> 2025 Super Bowl Party** The Super Bowl Party at “The Nest” was a huge hit! Over 50 patrons came out to enjoy the game, playing at the driving bays and receiving a complimentary drink ticket to kick off the fun. With 15 TVs around the venue, everyone had the perfect view to catch all the action. It was a fantastic time of cheering, socializing, and enjoying the big game together!



### **February 14<sup>th</sup> 2025 Cupids Coffee Social**

Cupid's Coffee Social was a delightful event, where over 80 patrons gathered to sip on delicious brews from Sophia's Cup Mobile Coffee Caterer. The sweet spread included macarons, treats, and fresh fruit, adding the perfect touch to the social atmosphere. Neighbors mingled, enjoyed the cozy setting, and made new friends, all while savoring the warmth of good coffee and great company.



### **February 15<sup>th</sup> Eagles Tribute Band**

The Eagles Tribute Band event was nothing short of amazing! Over 150 patrons gathered under the moonlight for a fantastic evening of music, singing along to their favorite hits. The band delivered a fabulous performance that had everyone on their feet. This concert is part of an exciting series running from January through April, offering patrons a chance to enjoy live performances and unforgettable memories throughout the season.



### **Upcoming Events:**

**March 6<sup>th</sup>** - Women's Shopping Event Thursday

**March 7<sup>th</sup>** - Journey Tribute Band Friday

**March 15<sup>th</sup>** - St. Patty's Golf Cart Crawl Saturday





## *Field Operations Manager Report*

*Date Submitted: 2/19/25*

*Submitted by: Jorge Rodriguez*

### **Completed Tasks**

- All carpets have been professionally cleaned, deodorized, and protectant applied by Stanley Steamer.
- Exterior pressure washing of both playgrounds, pool deck, and all sidewalks/walkways has been completed the week of 1/20 – 1/24.
- Damaged / unsightly Signage around lakes has been replaced.
- Bi-annual HVAC maintenance program was completed by Eskimo HVAC.
- “Short cut” sidewalk leading from the pool deck walkways to the parking lot has been installed.
- Holiday lights have been removed by lighting vendor.
- Routine tree trimming around clubhouse grounds completed by Arazoza Brothers.

### **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 monthly. All the equipment is thoroughly checked and tightened weekly. Inspections are completed daily upon opening.
- 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.

