



**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
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 Sound and Light Abatement for Clubhouse
 - 3. Consider Approval of Additional Fountains in LaTerre and Regency Lakes
 - 4. Consider Approval of Projector and Camera Purchase for Clubhouse Meeting Room
 - 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 DOT Agreement
 - 3. Consider Approval of Randy’s Holiday Lighting Proposal
 - 4. Consider Ratification of Spine Rd. 1 Replacements (Arazoza)
 - 5. Consider Approval of Vesta Pool Maintenance Agreement Amendment (Adding Coconut Entrance)
 - 6. Consider Ratification of Centerline Town Center Contract
 - 7. Consider Approval of Onsite (Town Center) District Office
 - 8. Consider Approval of Additional Waste Dog Stations
- I. Change Orders
 - 1. Consider Approval of Arazoza Change Order Corrections
 - 2. Consider Approval of Spine Road Phase 6 CO No 2 – (Arazoza) Landscape Plan Revisions (\$217,650)
 - 3. Consider Approval of Town Center Bypass Roads CO No 6 – (H&J) Miscellaneous Items (\$13,936.48)
 - 4. Consider Approval of Spine Road 6 CO No 4 – (SPF Contract) Substation Additional (\$57,352.93)
- 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

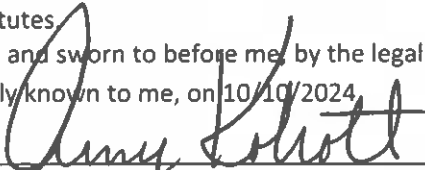
STATE OF WISCONSIN, COUNTY OF BROWN

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

10-25-24

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 8th, 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

LA TERRE AT AVENIR NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 2688 SE Willoughby Blvd, Suite 101, Stuart, Florida 34994 (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: La Terra at Avenir Neighborhood Association, Inc.
2688 SE Willoughby Blvd, Suite 101
Stuart, Florida 34994
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:

**LA TERRA AT AVENIR
NEIGHBORHOOD ASSOCIATION,
INC.**, a Florida not-for- profit corporation

WITNESSES:

By: _____

Print Name: _____

Print Name: _____

Address: _____

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 **LA TERRA AT AVENIR NEIGHBORHOOD 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]

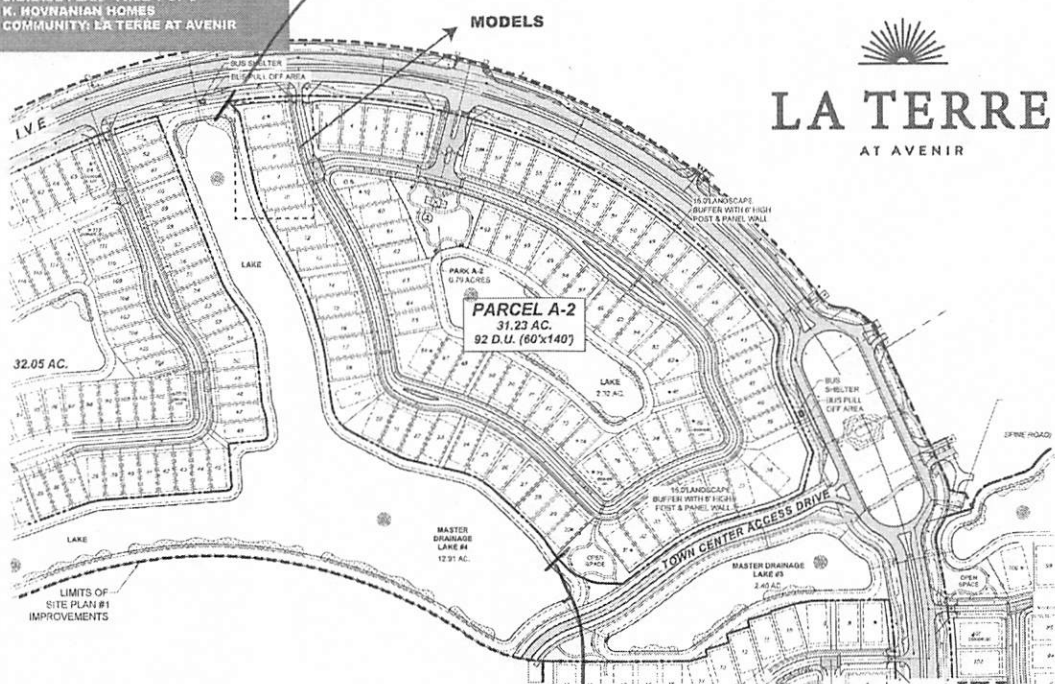
Notary Public
Commission:

EXHIBIT "A"

LICENSED PREMISES

SIGNAGE PLAN - PAGE 1 OF 3
 K. HOVNANIAN HOMES
 COMMUNITY: LA TERRE AT AVENIR

ATTACH TO
 WALL, SLOPED DOWN TOWARDS WATER





LA TERRE
 AT AVENIR

PROJECT: AVENIR POD 2 (LA TERRE) ARCHITECTURE
 REVISED: REVISED PER RESOLUTION 03 2020
 DEVELOPER: SEPTEMBER 15, 2020
 DATE: JOANN SCARLA, PLANNING MANAGER
 P.J. NGIE

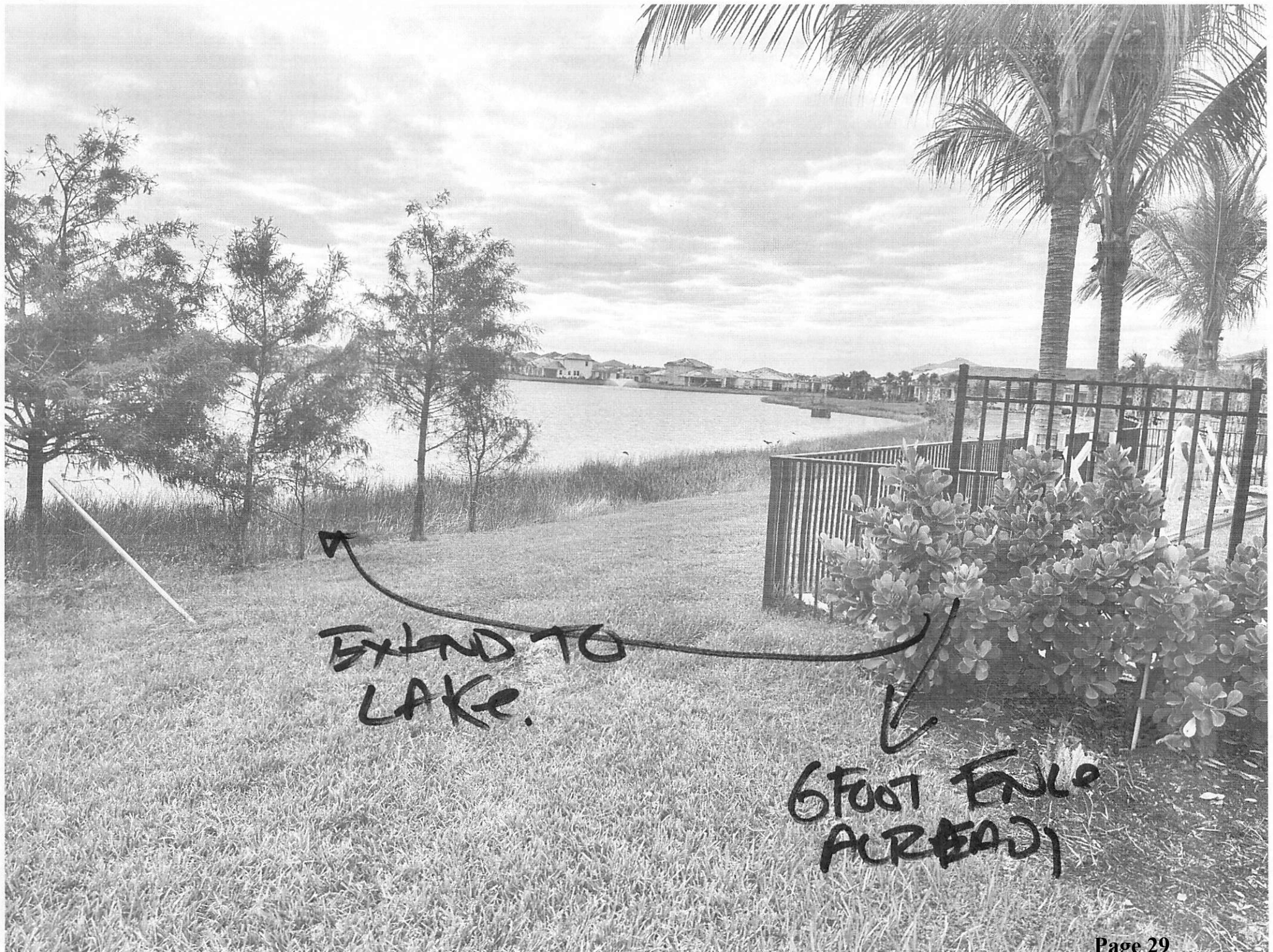
SOUTHEAST FLORIDA
 Avenir :: City Submittal Presentation

KHovnanian
 Companies
 Corporate Product Development :: NYC Design Studio

CONTINUATION OF EXISTING
 FENCE TO WATER



→ LA Terre OPEN
→ ACCESS TO UNGATED EASEMENT



EXTEND TO
LAKE.

6 FOOT FENCE
ALREADY







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
			Grand Total	\$3,300.00



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

Submitted By: _____ Date: _____

**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).



Maximum Intensity Standards for MXD

LAND USE COMPONENT	LAND ALLOCATION GROSS UNIT PER ACRE	MAXIMUM LOT COVERAGE
RESIDENTIAL		
MAXIMUM	7.0 DU/GROSS ACRE	-
PROVIDED	0.32 DU/GROSS ACRE	-
NON-RESIDENTIAL		
MAXIMUM	40%	50%
PROVIDED	6.4%	50%

Urban design studio

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

100 Central Street, Suite 202
West Palm Beach, FL 33411
Tel: 561.993.1111
www.urbandesignstudio.com
400000005

We plan, design, and plan the property of the design, and we have created the landscape architecture, landscape architecture. These plans, maps, arrangements of plans, etc., are prepared for the client. The information contained hereon is for the client's use only and is not to be distributed to any other party without the written consent of the design studio.

Site Data

PERMIT NUMBER: 0200300200006
PERMIT NUMBERS:
 52-41-12-00-00-00-1000 52-41-12-00-00-00-1000
 52-41-42-00-00-00-1000 52-41-42-00-00-00-1000
 52-41-42-00-00-00-1010 52-41-42-00-00-00-1010
 52-41-42-00-00-00-1020 52-41-42-00-00-00-1020
 52-41-42-15-00-00-1000 52-41-42-15-00-00-1000

EXISTING LAND USE DESIGNATION: MIXED USE (MOD) - 4,762.9 ACRES
EXISTING ZONING: MIXED USE (MOD) - 4,762.9 ACRES
EXISTING LAND USE OVERLAY: WESTERN-NORTHLAKE BLVD CORRIDOR PLANNING AREA

Land Use Designation Summary

GROSS AREA: 4,762.9 ACRES
ROW DEDICATION: 19.6 ACRES (FOR ROW DEDICATION - NORTHLAKE BLVD)
NET AREA: 4,743.3 ACRES

DEVELOPMENT AREA: 2,342.81 ACRES (50% OF NET)
 PARCEL A - RESIDENTIAL: 1,799.66 ACRES
 PARCEL B - COMMERCIAL (FOR BIUM MAINTENANCE FACILITY) 83.91 ACRES
 PARCEL C - WORKSPACE/ECONOMIC DEVELOPMENT: 50 ACRES
 PARCEL D - PARKING/CREATION: 115 ACRES
 PARCEL E - PARKING: 10.27 ACRES
 PARCEL F - WORKSPACE: 21 ACRES
 PARCEL G - PARKING: 16 ACRES
 PARCEL H - PARKING: 22.17 ACRES
 PARCEL I - PARKING: 4.89 ACRES
 UTILITY EASMENTS ALONG NORTHLAKE

Residential Summary

GROSS DENSITY: 0.32 DU/AC (0.900 UNIT/SQ 1263 ACRES)
NET DENSITY: 0.36 DU/AC (1.152 UNIT/SQ 1444 ACRES)
AGE RESTRICTED: 900 UNITS
MULTI-FAMILY: 250 UNITS

Non-Residential Summary

TOTAL GROSS AREA: 2,342.81 ACRES
OFFICE: 400,000 SF
COMMERCIAL: 400,000 SF
PROFESSIONAL OFFICE: 1,000,000 SF
HOTEL: 300,000 SQFT (APPROX. 80,000 SQ)

MXD TO USES

AGRICULTURE RESIDENTIAL (AR)	200 ACRES
RESIDENTIAL (R)	200 ACRES
RESIDENTIAL (R)	200 ACRES
RESIDENTIAL (R)	200 ACRES

MXD PCD Open Space Summary

PER SEC. 28.192(1)(7) - MIN 2% COMMUNITY SERVING OPEN SPACE REQUIRED FOR OVERALL:
 4,752.3 ACRES (99.4% ACRES)
REQUIRED OPEN SPACE: 95.04 ACRES (2.0% ACRES)
PROVIDED OPEN SPACE: 100.00 ACRES (2.1% ACRES)

RECREATIONAL & BUREAU LANE
 WETLAND NATURELAND BUFFER/LOWWAY: 179 ACRES
 RECREATIONAL LANE: 24.85 ACRES (0.4% ACRES NETWORK STREET)
 PARKWAY BUFFER: 22.17 ACRES
 PARKS/RECREATION FACILITIES: 86 ACRES
PRIVATE OPEN SPACE: 615.94 ACRES
 PARCEL B (83.91 ACRES) - 279,346 SF
 PARCEL C (10 ACRES) - 10 MIN
 PARKWAY BUFFER: 4.15 ACRES

Upland Preserve

PER 28.192(1)(7) - MIN 2% COMMUNITY SERVING OPEN SPACE REQUIRED FOR OVERALL:
 4,752.3 ACRES (99.4% ACRES)
REQUIRED OPEN SPACE: 95.04 ACRES (2.0% ACRES)
PROVIDED OPEN SPACE: 100.00 ACRES (2.1% ACRES)

UPLAND PRESERVE: 336.89 ACRES (7.0% ACRES)
 200 ACRES (4.2% ACRES)
 200 ACRES (4.2% ACRES)
 200 ACRES (4.2% ACRES)

CONCEPTUAL LOG RAIL LOCATION
 * PARCEL DRIVEWAYS ARE CONCEPTUAL ONLY.
 * CRITERIA CROSSING LOCATIONS ARE CONCEPTUAL ONLY.

**Avenir
A Planned Community Development
Palm Beach Gardens, Florida**

PCD Master Plan

Revision Dates:
 03/31/2023: PCD MASTER PLAN
 04/24/2023: PCD MASTER PLAN
 05/15/2023: PCD MASTER PLAN
 06/22/2023: PCD MASTER PLAN
 07/19/2023: PCD MASTER PLAN
 08/16/2023: PCD MASTER PLAN
 09/13/2023: PCD MASTER PLAN
 10/10/2023: PCD MASTER PLAN

Date: 01/30/2023
Project No.: 12-065003
Designed By: HCL/EE
Checked By: HCL/EE
Scale: 1" = 1000'-0"

**MP-1
of 1**

insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

6. The Construction Coordinator shall be responsible for monitoring construction operations and Temporary Traffic Control (TTC) throughout the course of the Project in accordance with the latest edition of the FDOT Standard Specifications, Section 102, Maintenance of Traffic, and FDOT Standard Plans, 102-600 series. The Construction Coordinator is responsible for the development of a TTC Plan and making any changes to that plan as necessary. Any TTC plan developed by the Construction Coordinator that deviates from the FDOT Standard Plans must be signed and sealed by a professional engineer. TTC plans will require written approval by the DEPARTMENT prior to implementation.
7. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
8. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
9. The Construction Coordinator shall take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the DEPARTMENT'S first priority. If lane or road closures are required to ensure the life, health, and safety of the travelling public, the Construction Coordinator must notify the District Maintenance Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The DEPARTMENT expects professional engineering judgement be applied in all aspects of locally or privately delivered projects. Defect management and supervision of Project bridge structures components must be proactively managed, monitored, and inspected by DEPARTMENT prequalified structures engineer(s). The District Maintenance Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Construction Coordinator shall also ensure compliance with the DEPARTMENT Construction Project Administration Manual, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.
10. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest, or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy, or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
11. The Construction Coordinator shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
12. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, and local governmental entities.
13. The Construction Coordinator is responsible for the provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the Construction Coordinator to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the written approval of the DEPARTMENT, a local government agency may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing local government staff that meet the requirements of this paragraph, or a combination thereof.
14. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.
15. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this

Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days' prior written notice of termination to the Construction Coordinator.

16. The Construction Coordinator shall be responsible for maintaining and restoring all features that might require relocation within the DEPARTMENT right of way.
17. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
18. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance with the Plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
19. If the DEPARTMENT determines that the Project is not completed in accordance with the Provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) file a claim against the payment and performance bond with the Surety for correction of the deficiency(ies) and completion of the contract; or 3) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice. If no payment is received within thirty (30) days from date of invoice submittal, the DEPARTMENT will file a claim against the bond for all expenses incurred, including services incidental to collecting losses.
20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
21. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below. Electronic means of communication shall be sufficient if emailed to the parties at the contact information listed below.
22. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.
23. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.
25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.
26. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
28. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquishment in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
29. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
30. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.
31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Modifications to the Agreement shall be included in Appendix B.

32. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.
33. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
34. The Construction Coordinator shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
35. The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the Construction Coordinator.
 - B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The Construction Coordinator shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the DEPARTMENT a copy of the Construction Coordinator's response to each such request.

IF THE CONSTRUCTION COORDINATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION COORDINATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, FL 32399-0458

CONSTRUCTION COORDINATOR CONTACT INFORMATION:

Name Tanya McConnel Title Senior Development Manager
Office No. 561-818-3887 Cell _____ Email tmccconnell@avenirpbg.com
Address _____ 550 Biltmore Way, Suite 1110, Coral Gables, FL,
33134 _____

DEPARTMENT CONTACT INFORMATION:

Name Johnny Blakeney Title Permits Manager
Office No. 561-370-1173 Cell _____ Email johnny.blakeney@dot.state.fl.us
Address 7900 Forest Hill Blvd., West Palm Beach, FL 33413

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)
_____ (Print Name)
_____ (Title)
_____ (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)
Antonio Castro, P.E _____ (Print Name)
District 4 Maintenance Engineer _____ (Title)
_____ (Date)

Legal Review:

Exhibit "A"
Scope of Services
Construction Agreement# 2024-C-496-00001

Project Name
Avenir Development Coconut Blvd Extension

State Section 93310000, State Road 710 Beeline Hwy & Coconut Boulevard
City of Palm Beach Gardens, Palm Beach County

I. SCOPE OF SERVICES

The project consists of the extension of Avenir Connector Spine Road, also known as the Coconut Boulevard Extension, from the terminus of the existing roadway within the Avenir development traversing north along the eastern boundary of the Avenir conservation area and terminating at a new proposed signalized intersection with SR-710/Beeline Highway.

In addition to the proposed roadway extension and the roadway's associated drainage and signing and pavement marking improvements, it is requested the existing railroad crossing at Halpatiokee Rd be closed and a new crossing be permitted at Coconut Blvd Extension with the railroad owner, CSX. In addition, a connector roadway known as the "Youth Camp Access Road" will be provided, intersecting with the Coconut Blvd Extension just south of the parallel SR 710 drainage ditch and extending west with a new bridge across the SFWMD C-18 Canal to intersect with Halpatiokee Rd.

Coconut Blvd. Is a new roadway that will connect SR 710 Beeline Highway to the new Avenir Development. Coconut Blvd. will "T" into SR 710 Beeline Highway with a new signalized intersection. Signal improvements include new mast arms, signal heads, power connection, pull boxes, conduit runs and all other improvements needed to implement a signalized intersection. Signing and Pavement improvements will include all striping and signing as required by MUTCD and FDM. Roadway improvements include widening to introduce left and right turn lanes at the new "T" intersection.

II. PROJECT PLANS

The Construction Coordinator is authorized to install the Project in accordance with the attached plans prepared by Corey Hill, P.E. and dated 02/05/2024. Any revisions must be approved by the DEPARTMENT in writing.

III. SPECIAL PROVISIONS FOR CONSTRUCTION

- **Preconstruction and Permit Close-Out Inspections Contact Information:** This permit is valid only for work proposed within the FDOT right-of-way. Contact Johnny Blakeney at 561-370-1173 or email johnny.blakeney@dot.state.fl.us 48 hours prior to construction. Certification of acceptance and final approval is contingent upon conformity of all work done according to this approved permit and shall be followed up at the end of construction with a final Inspection of the work in FDOT Right-of-way.
- All Contractors performing work activities within FDOT ROW, shall provide the Operations Permits Office proof of a proper State Contractor's License and Certificate of Liability Insurance (COI) prior to any commencement of permitted work. These documents shall be provided prior to the Pre-Construction Meeting or the day-of the meeting.
- Prior to any work requiring lane closures, mobile operations or traffic pacing operations, the contractor or permittee shall submit a request to the Department that includes the time, location, and description of work being performed. The lane closure request shall be submitted to the Department a minimum of 2 weeks prior to the proposed closure date and must be approved by the Department before work requiring the closure may begin. You must also comply with the lane closure analysis as outlined in the FDOT Design Manual 241.1 & FDM 240.4.2.7. The request should be entered into the Lane Closure Information System (LCIS) by the permittee at <https://lcisv2.com/home>.

- Lane closures on the state road system occurring during peak hours 7:00 - 9:00 AM or 4:00 – 6:00 PM, lasting over 24 hours, and/or at limited access facilities must contact Mr. Billy Canedo (Guillermo.canedo@dot.state.fl.us) at 954-777-4302, two weeks prior closure.
- If the Department grants permission to temporarily close a sidewalk, an alternative route will be provided and shall continuously maintain pedestrian features to meet American Disabilities Act (ADA) standards.
- The FDOT right-of-way cannot be used for staging, storage, or mobilization of equipment, supplies and/or vehicles needed to perform work for on-site (non-FDOT right-of-way) construction.
- The FDOT roadway, sidewalk, etc. must not be disturbed until the off-site improvements shown on the permit are ready to be constructed. This construction should be completed as soon as possible to minimize disruption within the right of way.
- A copy of this permit and plan will always be on the job site during the construction of this facility.
- The validity of this permit is contingent upon the permittee obtaining necessary permits from all other agencies involved.
- All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Design Standards, (102- 600 series). The Department reserves the right to direct the removal/relocation/modification of any traffic device(s) at the Permittee's sole expense.
- All maintenance of traffic (MOT) will be in accordance with the submitted MOT Plans and stipulations from the pre- construction meeting.
- No landscaping material shall be installed under this permit.
- Certification acceptance and final approval is contingent upon conformity of all work completed according to this permit and the restoration of the Right of Way.
- No staging or stock piling of materials is permitted within the FDOT right-of-way, particularly on the beach.
- The Construction Coordinator will coordinate the placement of any proposed temporary safety, construction, or silt fencing with FDEP to eliminate the potential for sea turtle entanglement.
- The Construction Coordinator will ensure that all locates have been performed prior to scheduling of any boring activities. This shall include soft digs to verify vertical & horizontal alignment.
- Storm Water Pollution Prevention Plan - The Construction Coordinator shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Construction Coordinator shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction or operation of the surface water management system.
- Lane closure shall be coordinated through the local agency. There must be a flag man 24 hours a day during construction and to ensure the sea turtle nesting provision above is followed. Local police will ensure only emergency vehicles, local traffic, and required maintenance vehicles pass through the construction zone.

- Upon completion of construction, submit all required close-out documentation and certifications to the FDOT in accordance with applicable sections of the FDOT's Construction Project Administration Manual (CPAM), as determined by FDOT, and as specified in this Permit, included but not limited to:
 - a. Final As-built Plans signed and sealed by a Florida Registered Professional Engineer in charge of overseeing the Construction.
 - b. Material Certifications
 - c. Certificate of Completion signed and sealed by the Florida Registered Professional Engineer in charge of overseeing the construction certifying that construction was completed in accordance with the approved plans and specifications per the Permit documents and approved revisions.

- The Construction Coordinator/Permittee shall be responsible for providing an FDOT pre-qualified consultant qualified in Work Type 10.1 – Roadway CEI and Work Type 10.4: Minor Bridge and Miscellaneous (as set forth in Fla. Admin. Code R. 14-75.003), for providing Construction & Engineering Inspection ("CEI Consultant") including verification testing, oversee construction operations and Maintenance of Traffic ("MOT") under the responsible care of a State of Florida Professional Engineer. Resumes will need to be submitted to the FDOT for confirmation that CEI personnel possess the necessary qualifications and experience for the types of work. Among other things, the Construction Coordinator's/Permittee's CEI Consultant shall:
 - a. Serve as the Permittee's representative on the project, with special emphasis given to issues involving public safety and quality.
 - b. Exercise independent professional judgement in performing obligations and responsibilities under the Construction Agreement with the FDOT.
 - c. Monitor the contractor's on-site construction activities and inspect materials in accordance with the Permit documents to determine that the project is constructed in reasonable conformity with such documents.
 - d. Inform the FDOT's representative of any significant issues, substitutions, defects and deficiencies noted in the Permittee's work and the corrective action that has been directed to be performed by the contractor.
 - e. Comply with FDOT manuals, procedures and memorandums found at the State Construction Office's website.
 - f. Maintain detailed accurate records of the contractor's daily operations and of significant events that affect the work; and
 - g. Coordinate a pre-construction meeting with FDOT's representatives immediately upon receiving Permit approval.

- The DEPARTMENT requires an anticipated date of inspection of structures at the beginning of the project. A tentative date shall be the schedule at the preconstruction meeting and provided to the DEPARTMENT's District Structures Maintenance Engineer. If the estimated schedule changes by more than a one month then DEPARTMENT shall expect to be notified of the new dates.

- Once the main assembly of the structure has been mounted onto their respective foundation(s), a Pre-Acceptance Structural Inspection is required by the DEPARTMENT. It is the responsibility of the pre-qualified Structural CEI that has been contracted throughout the construction to contact the DEPARTMENT's District Structures Maintenance Engineer and schedule the field inspection. This Inspection shall be conducted prior to grouting the base(s) to include the inspection of the leveling bolts along with the foundation and structure.

- All Punch list items must be completed at the time of the Pre-Inspection.

- A 2-week advanced notification is required for pre-acceptance inspections which must include a list of outstanding punch list items, a completed Construction Checklist, the structure plans/shop drawings, and a Structure Number Request Form filled out.

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 29th 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.

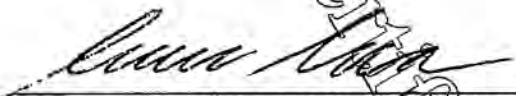
AND GRANTOR covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that it hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under Grantor.

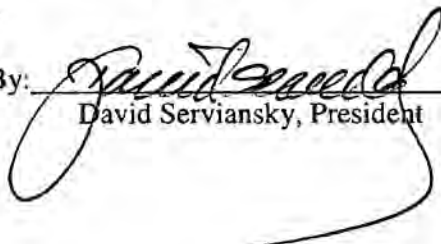
IN WITNESS WHEREOF, the undersigned has set his hand and seal on behalf of Grantor on the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

AVENIR HOLDINGS, LLC, a Florida
limited liability company


Print Name: Jason Carstein

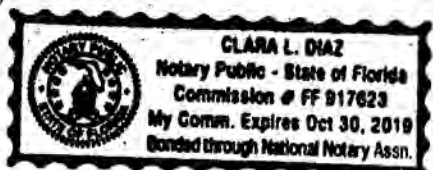
By: 
David Serviansky, President


Print Name: Clara L. Diaz

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27th day of November, 2017, by David Serviansky, as President of Avenir Holdings, LLC, a Florida limited liability company, on behalf of the Company. The above-named individual is personally known to me or has produced _____ as identification.

(Notary Seal)



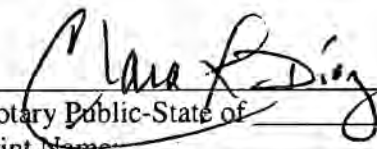

Notary Public - State of _____
Print Name: _____
My Commission No: _____
My Commission expires: _____

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 $59^{\circ}03'01''$, 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 $28^{\circ}06'02''$, 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 $59^{\circ}03'01''$, A DISTANCE OF 144.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $69^{\circ}28'44''$ WEST, A DISTANCE OF 67.00 FEET; THENCE NORTH $20^{\circ}31'16''$ WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH $69^{\circ}28'44''$ 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 $59^{\circ}03'01''$, 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 $28^{\circ}06'02''$, 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 $59^{\circ}03'01''$, A DISTANCE OF 144.29 FEET TO THE POINT OF TANGENCY; THENCE NORTH $20^{\circ}31'16''$ WEST, A DISTANCE OF 67.00 FEET; THENCE NORTH $69^{\circ}28'44''$ EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH $20^{\circ}31'16''$ 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 $59^{\circ}03'01''$, 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 $24^{\circ}41'21''$, 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 $59^{\circ}03'01''$, A DISTANCE OF 144.29 FEET TO THE POINT OF TANGENCY; THENCE NORTH $66^{\circ}04'03''$ 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 $77^{\circ}05'41''$, 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 $47^{\circ}25'03''$, 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 $59^{\circ}33'07''$, A DISTANCE OF 121.09 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $24^{\circ}42'13''$ 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 $59^{\circ}33'07''$, 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 $47^{\circ}25'03''$, 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 $11^{\circ}58'40''$, A DISTANCE OF 374.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $00^{\circ}35'29''$ 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 $5^{\circ}42'38''$, A DISTANCE OF 99.47 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $06^{\circ}18'07''$ 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 & 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>MAIN ENTRANCE AT NORTHLAKE BLVD & AVENIR DRIVE</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
NORTHALKE BLVD & COCONUT BLVD ENTRANCE			
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
EAST SIDE OF COCONUT BLVD ENTRANCE:			
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
WEST SIDE OF THE COCONUT BLVD ENTRANCE:			
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
CLUBHOUSE (1/2 mile inside the Avenir Drive entrance)			

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
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*This is a contract, make sure you understand the terms before you sign it.	1	0.00	0.00T
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*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.

*Estimates are valid for only 30 days.

*All pricing includes all extension cords, staples, tie wraps, etc. in order to complete each job.

*All prices are for leased product, unless otherwise noted.

***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.

*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.

*Electrical receptacles are necessary for each area to be lit.

*All trees & 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.

*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.

*INSTALLATION DATES are booked upon receiving your signed contract and a 50% deposit.

*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.

*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.

*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.

*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.

* 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

*Randy's Holiday Lighting must be allowed to install lights up to 60

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

SUBTOTAL	41,306.00
TAX (0%)	0.00

TOTAL	\$41,306.00
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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
Grand Total				\$19,876.00



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.

Maintenance

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

Submitted By: _____ Date: _____

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

FIRST AMENDMENT TO SERVICES AGREEMENT
(Swimming Pool and Entry Fountain Maintenance)

THIS IS A FIRST AMENDMENT TO AMENITY SERVICES AGREEMENT (“Amendment”), dated the _____ day of _____, 2025, by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Town of Palm Beach Gardens, Palm Beach County, Florida, and having offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

VESTA PROPERTY SERVICES, INC., a Florida corporation, having its principal address at 245 Riverside Avenue, Suite 300, Jacksonville, Florida 32202 (the “Contractor”).

RECITALS:

WHEREAS, the District entered into an Services Agreement with Contractor, dated November 17, 2021 (the “Agreement”) for the provision of Services to certain Pools, as such capitalized terms are defined in the Agreement; and

WHEREAS, the Board of Supervisors of the District has authorized the proper District officials to enter into this Amendment with Contractor providing for additional services; and

WHEREAS, it is the intent of this Amendment to incorporate and ratify all rate increases previously approved by the District and by the Contractor since the Agreement was entered into by the parties.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Amendment and the Agreement.

Section 2. **The Pools.** In addition to the swimming pool at the Avenir Clubhouse and the entry fountains at the intersection of Avenir Drive and Northlake Boulevard, the new entry fountains at Coconut Boulevard are hereby added to the Pools for which Services are to be provided by the Contractor pursuant to this Agreement.

Section 3. Section 2.1 of the Agreement is hereby amended, as follows:

2.1 District shall pay Contractor for the faithful performance of the

Agreement in lawful money of the United States and subject to additions and deletions. Unless otherwise more particularly set forth in Exhibit A to this Agreement, District shall make monthly payments to Contractor in accordance with the following schedule:

Price for Services to the Pools

Swimming Pool Maintenance shall be performed in accordance with the proposal and Section 1.0 through 1.2 of this Agreement three (3) days per week ~~on~~ _____. **\$32,500 annually (\$2,708.33 per month).**

Entry Fountain Maintenance shall be performed in accordance with the proposal and Section 1.0 through 1.2 of this Agreement three (3) days per week ~~on~~ _____. ~~\$15,000 annually (\$1,250.00 per month)~~ **\$30,000 annually (\$2,500.00 per month).**

Section 4. Section 7.1 of the Agreement, entitled “**Notices**” is hereby amended, as follows:

7.0 **Notices.** Whenever any party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by overnight courier, or hand-delivery with a receipt for written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

District: Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
~~SunTrust Center, Sixth Floor~~
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles, District Counsel

Contractor: Vesta Property Services, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, Florida 32202
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 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change 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.

Section 5. Section 17.5 of the Agreement is hereby amended, as follows:

17.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

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

Section 6. Section 18.19 entitled “**Responsible Vendor Determination**,” Section 18.20 entitled “**Convicted Vendor List**,” and Section 18.21 entitled “**Anti-Human Trafficking Affidavit**” are hereby added to the Agreement, as follows:

Section 30. Responsible Vendor Determination. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor’s, vendor’s, or service provider’s social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

Section 31. Convicted Vendor List. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Section 32. Anti-Human Trafficking Affidavit. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Section 7. The Effective Date of this Amendment shall be _____ 1, 2025.

Section 7. In all other respects, the Agreement between the parties, dated November 17, 2021, is hereby ratified, reaffirmed and shall remain in full force and effect as provided by its terms.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this First Amendment to Services Agreement and further agree that it shall take effect as of the Effective Date set forth therein.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Attest:

Jason Pierman, Secretary

By: _____
Virginia Cepero, Chair
Board of Supervisors

Date: _____, 2025

VESTA PROPERTY SERVICES, INC., a Florida corporation

WITNESSES:

Print name

By: _____

Print name: _____

Title: _____

Date: _____, 2025

Print Name

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" of "Contract") made this ____ day of February, 2025 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **CENTERLINE, INC.**, a Florida corporation (herein called "Contractor") whose address is 2180 S.W. Poma Drive, Palm City, fl 34990, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

Section 1. Contractor agrees to furnish all labor, materials, equipment, permits, etc. as needed to perform all Work described in section 2 hereof for:

AVENIR TOWN CENTER PHASE ONE

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "D" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and Specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the Plans and Specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be

entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of One Hundred and Thirty Three Thousand, Five Hundred and Eighty Four dollars and Seventy One cents (\$133,584.71) subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" or the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 20 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

- (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
- (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
- (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.

It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and

the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.

- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM

IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

C. INSURANCE: Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than \$2,000,000 for bodily injury and property damage.
2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than \$2,000,000 each accident/\$2,000,000 disease-each employee/\$2,000,000 disease-policy limit.
3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.
4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than \$5,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than \$1 million.
5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20 10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured

endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

- 6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.

- 7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance

with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.
 9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.
 10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.
 11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.
- D. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

- E. **CHANGES IN THE WORK:** Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a “Change Order”). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment “B”) with no additional fees or costs.
- F. **ASSIGNMENT:** The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub-contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the letter shall expressly agree to this provision.
- G. **OSHA:** The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.
- H. **GUARANTEE:** The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes, and will be of good quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work,

agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by

Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contact, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

- L. COST INCREASES: Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

- M. **LIMIT ON DAMAGES:** Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for which the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.
- N. **SEVERABILITY:** If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.
- O. **NOTICES:** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner: AVENIR COMMUNITY DEVELOPMENT DISTRICT
 2501A Burns Road
 Palm Beach Gardens, FL 33410
 Attn: Jason Pierman, District Manager

With Copy To: BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.
 515 East Las Olas Boulevard, 6th Floor
 Ft. Lauderdale, FL 33301
 Attn: Michael J. Pawelczyk Esq., District Counsel

To Contractor: CENTERLINE, INC.
 2180 S.W. Poma Drive
 Palm City, Florida 34990
 Att: Randy Stringer, Vice President

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is received; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

P. PAYMENT AND PERFORMANCE BOND: The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond (“Performance Bond”) in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

Q. SOVEREIGN IMMUNITY: The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a “state agency or subdivision” as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

(a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

(b) Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Owner pursuant to Section 119.0701(3), Florida Statutes. If notified by the Owner of a public records request for records not in the possession of the Owner but in possession of the Contractor, the Contractor shall provide such records to the Owner or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

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

S. SCRUTINIZED COMPANY LIST:

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

T. E-VERIFY: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an

alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

U. NO PREFERENCES: Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

AVENIR COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special-purpose
government organized under the provisions of
Chapter 190 Florida Statutes

Print Name: _____

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

Print Name: _____

Dated: _____

CONTRACTOR: CENTERLINE INC., a Florida
Corporation

Print Name: _____

By: _____
Randy Stringer
Vice President

Print Name: _____

Dated: _____

ATTACHMENT "A"
SCOPE OF WORK

Provide all labor, material, tools, staging, licenses, permits, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

- Install drainage system in Paseo area.
- Install pavement markings and signage as required by the City of Palm Beach Gardens for the temporary phasing of project.

Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary revisions to the as-builts, inspections, and work required to certify the Work to the permitting agencies.

Work includes the cost of cost of the densities and testing required to certify the completion of the Work. Contractor to coordinate with testing lab and Owner the required inspections and testing as necessary to obtain final certification of the required improvements. Cost of payment and performance bond shall also be provided.

ATTACHMENT "B"
SCHEDULE OF VALUES



Centerline, Inc.

2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017

Date: 7/31/2024
To: Hawkins Construction, Inc.
Attn: Ken Lietz

**Project: Avenir Town Center Phase 1
Add Yard Drainage System in Paseo Retention Swales**

NOTE: The following proposal is subject to all original Contract notes & qualifications.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
1		Utility Crew Labor & Equipment	6.5	DYS	\$ 4,250.00	\$ 27,625.00
2		Material - 18" HDPE Pipe	340	LF	\$ 34.08	\$ 11,586.86
3		Material - 12" HDPE Pipe	880	LF	\$ 19.21	\$ 16,907.00
4		Material - 8" HDPE Pipe	60	LF	\$ 11.73	\$ 703.58
5		Material - HDPE Fittings	1	LS	\$ 7,866.27	\$ 7,866.27
6		Material - 8" Inline Yard Drain Adapter w/ Grate	8	EA	\$ 212.00	\$ 1,696.00
7		Material - Brick & Mortar	1	LS	\$ 500.00	\$ 500.00
8		Subcontracted Service - Sawcut New Pipe Window in S-10	1	EA	\$ 715.50	\$ 715.50
9		Subcontracted Service - Survey Layout	1	LS	\$ 4,000.00	\$ 4,000.00
TOTAL:						\$ 71,600.21



Centerline, Inc.

2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017

Date: 8/30/2024
To: Hawkins Construction, Inc.
Attn: Ken Lietz

**Project: Avenir Town Center Phase 1
Changes to Signing & Striping Scope**

NOTE: The following proposal is subject to all original Contract notes & qualifications.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
1		Credit Original Bid Scope (From Incomplete Civil Drawing Set)	-1	LS	\$ 38,282.50	\$ (38,282.50)
2		Add Revised Scope (From Site Plan Set w/ Field Discussed Adjustments)	1	LS	\$ 100,267.00	\$ 100,267.00
3		Overhead	1	LS	10%	\$ 6,198.45
4		Mark-Up	1	LS	10%	\$ 6,818.30
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL:						\$ 75,001.25

X
X

CHANGE IN SIGNAGE - ADDED SIGNAGE
PER CITY REQUEST - REMOVE
OVERHEAD AND MARKUP BY PAYING
DIRECTLY TO CENTERLINE

\$61,984.50

LINES UNLIMITED, INC.

501 N Orlando Ave., Ste 313 PMB 249
Wintr Park. FL. 32789

Phone (772) 345-2520
Fax (772) 673-0376



STRIPING QUOTATION

CUSTOMER: CENTERLINE, INC
BILLING ADDRESS: 2180 SW POMA DR.
CITY, STATE, ZIP: PALM CITY, FL 34990
PHONE: 561-689-3917
FAX: _____

DATE: 3/8/23
CONTACT: EVAN KOBIDA
PROJECT: AVENIR TOWN CENTER PUBLIX
LOCATION: NORTHLAKE BLVD & COCONUT BLVD
QUOTED BY: BRENT CRONE

THIS QUOTE WAS TAKEN FROM THE PLANS DATED: _____

PM1 - PM6(3-21)

EST. QUANTITY	ITEM DESCRIPTION	UNIT	UNIT PRICE	EXTENDED UNIT PRICE
1	MOBILIZATION	LS	600.00	600.00
274	REG 2-LINE W-PAINT PARKING STALL	EA	11.00	3,014.00
10	HC STALL W/SIGN(2) & SYMBOL BLUE-PAINT	EA	465.00	4,650.00
174	CONCRETE CARSTOPS	EA	38.00	6,612.00
18	R1-1 STOP SIGN	EA	300.00	5,400.00
384	24" W-THERMO	LF	6.00	2,304.00
250	6" Y-THERMO	LF	1.25	312.50
30	ARROW-PAINT	EA	35.00	1,050.00
2	ARROW-THERMO	EA	125.00	250.00
1	FIRE LANE STRIPING Y-PAINT	LS	1,125.00	1,125.00
4	NO PARKING FIRE LANE SIGN	EA	525.00	2,100.00
4	CURBSIDE PICK UP SIGN	EA	570.00	2,280.00
9	R1-1 STOP W/ R5-1 DO NOT ENTER SIGN	EA	400.00	3,600.00
750	CURB STRIPING Y-PAINT	LF	2.50	1,875.00
1	TEMP STRIPING, PAINT ONLY, FINAL LIFT	LS	1,295.00	1,295.00
1	PHARMACY DRIVE THRU SIGN	EA	315.00	315.00
12	EV PARKING STALL W/ SYMBOL GREEN-PAINT	EA	125.00	1,500.00
				-
SPECIAL QUOTATION (Comment or instruction)				
Quote is for the parking parcel ONLY in front of Bldgs 1A, 1B, 2 & 3 out to Secondary St & Secondary Rdout to Nortlak			SUB TOTAL	38,282.50
All signs are (F&I) per Palm Beach Co. specs.				
Quantities are estimated and final billing will reflect actual quantity supplied.				
Any items not listed above will be considered an add-on.				
Additional trips requested by customer subject to an extra charge.			JOB TOTAL	38,282.50

Add appropriate State Sales Tax to the above quotation (if applicable) Prices are firm if your order is received within 30 days Past due invoices shall incur a finance charge of 1.5% per month Merchandise returned due to no fault of ours will be subject to a 20% restocking charge

Contractor responsible for all bonds permits, fees & MOT set-ups as applicable

Any certified payroll AIA forms waiver of subrogation additional insurance above LUI policy limits or CCIP/OCIP requirements will result in additional charges

LINES UNLIMITED, INC.
 501 N Orlando Ave., Ste 313 PMB 249
 Winter Park, FL 32789

Phone (772) 345-2520
 Fax (772) 673-0376



STRIPING QUOTATION

CUSTOMER: CENTERLINE, INC
 BILLING ADDRESS: 2180 SW POMA DR
 CITY, STATE, ZIP: PALM CITY, FL 34990
 PHONE: 561-689-3917
 FAX: _____

DATE: ~~3/8/23~~ Rev.
 CONTACT: TODD HAMILTON
 PROJECT: AVENIR TOWN CENTER PUBLIX
 LOCATION: NORTHLAKE BLVD & COCONUT BLV
 QUOTED BY: BRENT CRONE

THIS QUOTE WAS TAKEN FROM THE PLANS DATED: _____ SP-2, SP-4 SP-5 SP-6 SP-9 0(7-5-22)

EST. QUANTITY	ITEM DESCRIPTION	UNIT	UNIT PRICE	EXTENDED UNIT PRICE
PUBLIX(YELLOW AREA-FINAL LIFT)				
1	MOBILIZATION	LS	750.00	750.00
242	REG 2-LINE W-PAINT PARKING STALL	EA	12.50	3,025.00
10	HC STALL W/ SIGN(1) & SYMBOL BLUE-PAINT	EA	1,135.00	11,350.00
215	CONCRETE CARSTOPS	EA	50.00	10,750.00
30	R1-1 STOP SIGN	EA	885.00	26,550.00
480	24" W-THERMO	LF	6.50	3,120.00
250	6" Y-THERMO	LF	1.50	375.00
38	ARROW-PAINT	EA	40.00	1,520.00
2	ARROW-THERMO	EA	150.00	300.00
1	FIRE LANE STRIPING Y-PAINT	LS	1,195.00	1,195.00
4	NO PARKING FIRE LANE SIGN	EA	1,190.00	4,760.00
1	R5-1 DO NOT ENTER SIGN	EA	885.00	885.00
750	CURB STRIPING Y-PAINT	LF	2.65	1,987.50
21	CASE MARKERS-RED	EA	425.00	8,925.00
24	GOLF CART PARRKING 1-LINE W-PAINT	EA	8.00	192.00
2	R1-1 STOP W/ D3 STREET BLADE & R3-5R RIGHT TURN ONLY SIG	EA	2,220.00	4,440.00
3	LOADING ZONE W-PAINT	EA	175.00	525.00
2	TRUCK WELL DOCK PARKING 2-LINE W-PAINT	EA	135.00	270.00
1	TEMP STRIPING, PAINT ONLY, FINAL LIFT	LS	2,470.00	2,470.00
12	EV PARKING STALL W/ SYMBOL GREEN-PAINT	EA	150.00	1,800.00
TOTAL FOR PUBLIX(YELLOW AREA-FINAL LIFT)				85,189.50
BUILDING #8 (PINK AREA)				
99	REG 2-LINE W-PAINT PARKING STALL	EA	12.50	1,237.50
6	24" W-PAINT STOP BAR	EA	60.00	360.00
18	CONCRETE CARSTOPS (F&I)	EA	50.00	900.00
1	NO PARKING AREA W-PAINT	EA	175.00	175.00
12	ARROW-PAINT	EA	40.00	480.00
6	R1-1 STOP SIGN	EA	885.00	5,310.00
TOTAL FOR BUILDING #8 (PINK AREA)				8,462.50
BUILDING #4, #5, #6, #7 (GREEN AREA)				
7	24" W-PAINT STOP BARS	EA	60.00	420.00
7	R1-1 STOP SIGN	EA	885.00	6,195.00
TOTAL FOR BUILDING #4, #5, #6, #7 (GREEN AREA)				6,615.00
SPECIAL QUOTATION (Comment or instruction)			SUB TOTAL	100,267.00
YELLOW is final lift and striping. PINK area is final lift and paint only (no TIC). GREEN area is final lift and for temp striping only (no TIC) & temp sign installation. All signs are (F&I) per special operations dept design, except case markers (F&I) or other if specified. Quantities are estimated and final amount will reflect actual quantities supplied. Any items not listed above will be considered as add-ons. All quantities requested by customer subject to an extra charge.				
			JOB TOTAL	100,267.00

Add appropriate State Sales Tax to the above quotation (if applicable). Prices are firm if your order is received within 30 days. Past due invoices shall incur a finance charge of 1.5% per month. Merchandise returned due to no fault of ours will be subject to a 20% restocking charge. Contractor responsible for all bonds, permits, fees & MOI set-ups as applicable. Any certified payroll, AIA forms, waiver of subrogation, additional insurance above 1 UI policy limits or CCIP/OCIP requirements will result in additional charges.

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

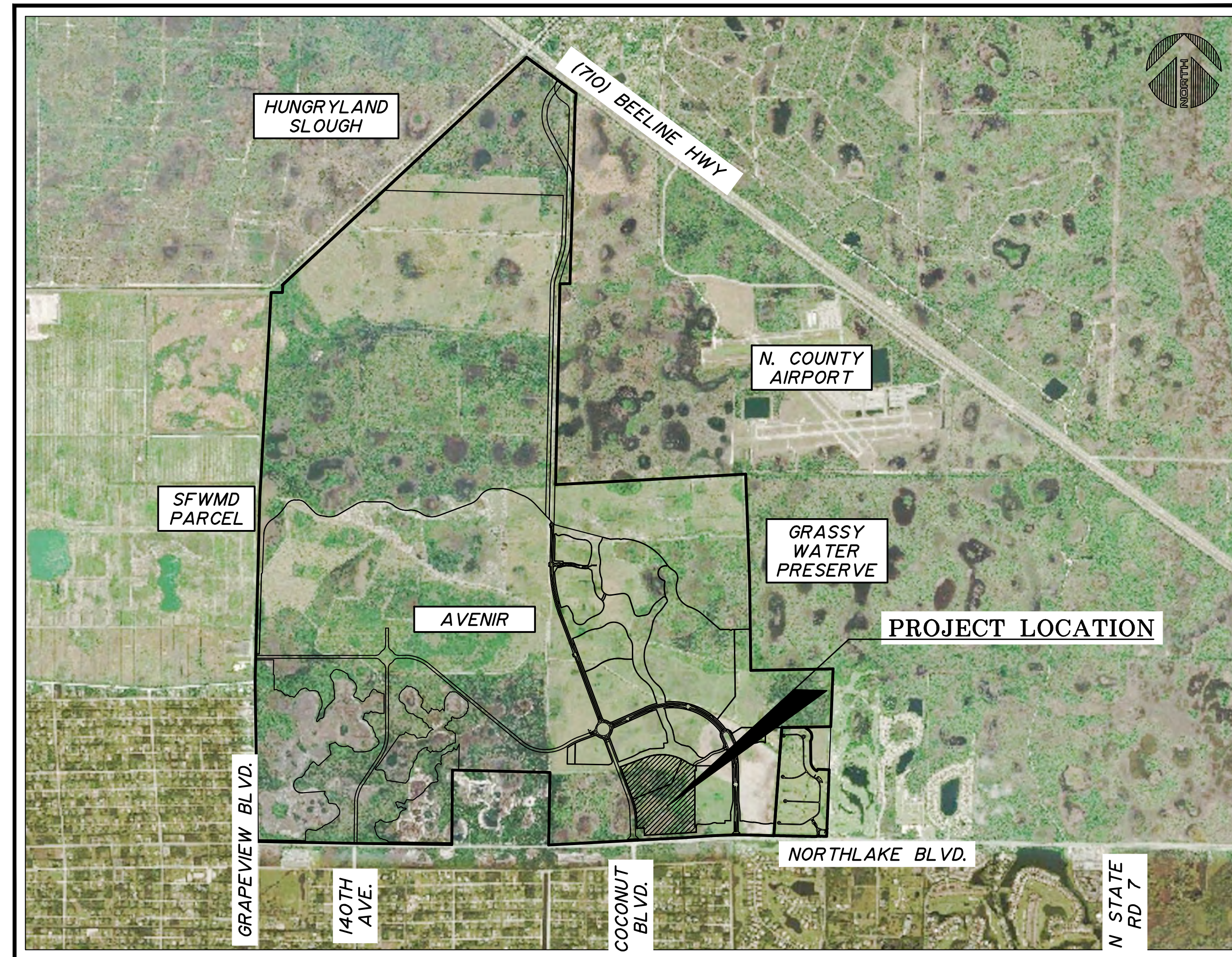
AVENIR - TOWN CENTER - PUBLIX

AVENIR DEVELOPMENT, LLC

PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA

LEGEND

	TYPE "J" INLET
	M.H.
	90' - 15" R.C.P.
	FLOW OR WARP LINE
	RIDGE LINE
	1%
	DIRECTION OF OVERLAND FLOW
	PROPOSED GRADE
	EXISTING GRADE
	F.F.E. = 12.00
	CONCRETE SIDEWALK OR PROPOSED CONCRETE
	EXISTING UTILITIES OR UTILITIES BY OTHERS
	PROPOSED ASPHALT PAVEMENT
	PROPOSED PAVERS
	P.R.B.
	U.E.
	C.W.E.
	L.M.T.
	D.T.
	EXISTING GATE VALVE AND FIRE HYDRANT
	DOUBLE WATER SERVICE
	SINGLE WATER SERVICE
	FIRE HYDRANT AND GATE VALVE
	BACTERIOLOGICAL SAMPLING POINT
	W.M.
	G.V.
	F.H.
	B.R.
	RPZ
	4' DIA. MANHOLE
	R.E.
	I.E.
	DOUBLE SEWER SERVICE
	SINGLE SEWER SERVICE
	DIRECTION OF SANITARY SEWER FLOW
	R/W LINE
	PROPERTY LINE
	CENTERLINE C/L
	EXISTING ELEVATION
	EXISTING CONCRETE POWER POLE
	EXISTING WOOD POLE
	LIGHTPOLE



LOCATION MAP

PORTION OF SECTION S15-T42S-R41E
SCALE: 1" = 2500'



Civil Engineering • Planning • Surveying

2737 Northeast 30th Place
Fort Lauderdale, Florida 33306
Phone: (954) 491-7811
Authorization No. CA-26426

PAVEMENT MARKINGS AND SIGNAGE

INDEX OF SHEETS:

DESCRIPTION:	SHEET NO.:
COVER SHEET	PM1
GENERAL NOTES AND SPECIFICATIONS	PM2
PAVEMENT MARKINGS AND SIGNAGE - PLAN	PM3-PM4
PAVEMENT MARKINGS AND SIGNAGE - DETAILS	PM5-PM6

VERTICAL DATUM NOTE:
ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN
VERTICAL DATUM OF 1988 ("NAVD"), NATIONAL
GEODETTIC VERTICAL DATUM ("NGVD") CONVERSION
FACTOR: NGVD = NAVD + 1.48'

Always call 811 two full business days before you dig



THIS ITEM HAS BEEN ELECTRONICALLY
SIGNED AND SEALED BY CARLOS J. BALLBÉ
ON THE DATE ADJACENT TO THE SEAL
USING A SHA AUTHENTICATION CODE.

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
THE SHA AUTHENTICATION CODE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES.

Engineer of Record: 06/21/2023	Project Number: 202109
	Sheet Number: PM1
	Date: 06/21/2023

Carlos J. Ballbé
Registered Engineer Number 41811
State of Florida

GENERAL NOTES:

1. ALL MATERIALS AND CONSTRUCTION WITHIN THE LIMITS OF THE SUBJECT PROPERTY SHALL CONFORM TO THE STANDARDS AND SPECIFICATION OF THE VILLAGE OF GOLF.
2. IT SHALL BE THE DUTY OF THE CONTRACTOR, UPON EXECUTION OF THE CONTRACT, TO INFORM ALL PUBLIC SERVICES COMPANIES, INDIVIDUALS, AND ANY OTHERS OWNING OR CONTROLLING AND FACILITIES OR STRUCTURES WITHIN THE LIMITS OF THE PROJECT WHICH MAY CONFLICT WITH CONSTRUCTION OF THIS PROJECT, INCLUDING SUNSHINE 811 AT 1-800-432-4770. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, STRUCTURES, SURVEY MARKERS AND OTHER FACILITIES. ALSO, CONTRACTOR SHALL INSPECT SITE AND VERIFY IF OTHER UTILITIES/STRUCTURES ARE PRESENT ON THE SITE OTHER THAN THOSE SHOWN ON THE PLANS.
3. THE CONTRACTOR IS REQUIRED TO FULLY INFORM HIMSELF CONCERNING THE LOCATIONS OF PUBLIC AND PRIVATE FACILITIES AND STRUCTURES ON, UNDER, OR OVER THE PROJECT WHICH MAY OR MAY NOT REQUIRE RELOCATION, ADJUSTMENT, AND/OR RECONSTRUCTION, AND WHICH MAY INTERFERE WITH HIS OPERATIONS. ALSO, CONTRACTOR SHALL PREPARE HIS BID AND ENTERED INTO THE CONTRACT IN FULL UNDERSTANDING OF THE CONDITIONS TO BE ENCOUNTERED AND HIS RESPONSIBILITY THEREWITH. ENGINEER HAS SHOWN ON THE DRAWINGS SUCH FACILITIES AND STRUCTURE THAT ARE OBVIOUS FROM A VISIT TO THE SITE, THE LOCATIONS OF WHICH HAVE BEEN OBTAINED FROM EXISTING MAPS AND RECORDS AND ARE, THEREFOR, SHOWN IN APPROXIMATE LOCATIONS. SUCH INDICATIONS ON THE DRAWINGS SHALL NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY IN THIS RESPECT. OWNER AND ENGINEER SHALL NOT BE HELD RESPONSIBLE FOR ANY OMISSION OR FAILURE TO GIVE NOTICE TO THE CONTRACTOR OF ANY FACILITY OR STRUCTURE ON, UNDER, OR OVER THE PROJECT.
4. CONTRACTOR SHALL PROTECT BENCHMARKS, UTILITIES, EXISTING TREES, SHRUBS AND OTHER LANDSCAPE FEATURES DESIGNATED FOR PRESERVATION WITH TEMPORARY FENCING OR BARRICADE SATISFACTORY TO THE ENGINEER. NO MATERIAL SHALL BE STORED OR CONSTRUCTION OPERATION CARRIED ON WITHIN 4 FEET OF ANY TREE TO BE SAVED OR WITHIN THE TREE PROTECTION FENCE.
5. THE CONTRACTOR SHALL SAVE HARMLESS THE OWNER FROM ANY EXPENSES INCURRED IN THE RELOCATION, PRESERVATION, OR RECONSTRUCTION OF AND SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
6. THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY ALL LOCATIONS, SIZE, MATERIAL AND ELEVATION OF THE EXISTING FACILITIES PRIOR TO CONSTRUCTION AND SHALL CONTACT THE ENGINEER-OF-RECORD SHOULD THERE BE ANY DISCREPANCIES WITH THE APPROVED CONSTRUCTION DRAWINGS.
7. PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH THE CITY, COUNTY, OWNER, CONTRACTOR, DRAINAGE DISTRICT, ENGINEER AND ALL INTERESTED PARTIES INVOLVED WITH THE CONSTRUCTION OF THE IMPROVEMENTS. CONTRACTOR SHALL MAINTAIN A CURRENT APPROVED SET OF CONSTRUCTION PLANS ON-SITE. THE PLANS ARE TO BE MADE AVAILABLE TO THE CITY ENGINEER OR HIS DESIGNEE UPON REQUEST.
8. THE CONTRACTOR SHALL SAFEGUARD ALL EXISTING LANDSCAPING WHEN POSSIBLE. SOD RESTORATION IS NOT PART OF THIS CONTRACT, HOWEVER THE CONTRACTOR SHALL RESTORE THE CONSTRUCTION AREA SO THAT IT CAN BE SODDED WITHOUT ADDITIONAL WORK BEING REQUIRED. SOD AND LANDSCAPING WORK SHALL BE COORDINATED BY THE LANDSCAPE ARCHITECT.
9. CONTRACTOR SHALL INFORM ALL COMPANIES, INDIVIDUALS AND OTHER OWNING OR CONTROLLING FACILITIES OR STRUCTURES WITHIN THE LIMITS OF THE WORK WHICH HAVE TO BE RELOCATED, ADJUSTED OR RECONSTRUCTED IN SUFFICIENT TIME FOR THE UTILITY OR ORGANIZATION TO PERFORM SUCH WORK IN CONJUNCTION WITH OR IN ADVANCE OF THE CONTRACTOR'S OPERATION.
10. CONTRACTOR SHALL PROVIDE TO OWNER AND ENGINEER WITH AS-BUILT INFORMATION PERTAINING TO THE LOCATION AND ELEVATION OF PROPOSED IMPROVEMENTS BY A FLORIDA REGISTERED SURVEYOR & MAPPER. AS-BUILT INFORMATION SHALL INCLUDE ALL STRUCTURES, PIPE, FITTINGS, SUBGRADE, BASE AND PAVEMENT. COMPACTION TESTING SHALL BE PERFORMED BY A FLORIDA STATE CERTIFIED SOILS TESTING LABORATORY.
11. ALL DEVIATIONS FROM THE PLANS MUST BE APPROVED BY THE OWNER, ENGINEER-OF-RECORD AND PERMITTING AGENCIES WITH JURISDICTION ON THE WORK PRIOR TO THE WORK BEING PERFORMED.
12. CONTRACTOR MUST NOTIFY OWNER, ENGINEER, AND CITY AT LEAST 48 HOURS PRIOR TO START OF CONSTRUCTION AND ANY REQUIRED INSPECTIONS AND TESTING.
13. ALL UNDERGROUND IMPROVEMENTS MUST BE INSPECTED BY THE ENGINEER AND PERMITTING AGENCIES PRIOR TO BACKFILLING.
14. A COPY OF THE FOLLOWING PUBLICATIONS MUST BE AVAILABLE AT THE SITE DURING CONSTRUCTION:
 - a. FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST REVISION.
 - b. FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST REVISION.
 - c. UNITED STATES DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST REVISION.

PAVING AND DRAINAGE SYSTEM NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE VILLAGE OF GOLF AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION.
2. ALL DRAINAGE PIPES SHALL BE REINFORCED CONCRETE PIPE (R.C.P) MEETING THE REQUIREMENTS OF ASTM SPECIFICATION C76-85a, UNLESS OTHERWISE NOTED ALL DRAINAGE PIPE SHALL CONFORM TO F.D.O.T. INDEX NO. 205.
3. THE DRAINAGE SYSTEM HAS BEEN DESIGNED FOR THE USE OF R.C.P. PIPE DIAMETERS AND INVERT ELEVATIONS SHOWN ON THE PLANS ARE FOR R.C.P.
4. MINIMUM COVER FOR ALL PIPE CULVERTS SHALL MEET THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS (INDEX NO. 205).
5. ALL UNDERGROUND FACILITIES SHALL BE INSTALLED PRIOR TO PLACING THE LIMEROCK BASE MATERIAL.
6. THE FOLLOWING INSPECTIONS ARE REQUIRED:
 - A. CLEARING AND DEMUCKING FILLING
 - B. STORM DRAINS/UTILITIES - LAMPING
 - C. SUBGRADE
 - D. ROCK BASE
 - E. PRIME COAT
 - F. ASPHALT
 - G. FINAL PAVEMENT MARKINGS
 - H. HORIZONTAL CONTROL POINTS AND PAVEMENT REFERENCE MONUMENTS.
7. DENSITY TESTS FOR SUBGRADE MUST BE SUBMITTED TO AND APPROVED BY THE CITY. DENSITY TESTS AND AS-BUILTS FOR LIMEROCK BASE MUST BE SUBMITTED AND APPROVED BY THE CITY PRIOR TO THE PLACEMENT OF ANY ASPHALT.
8. PRECAST CONCRETE MANHOLES AND CATCH BASINS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-478 AND 64T FOR CONCRETE STRENGTH, STEEL REINFORCEMENT, AREA, PLACEMENT AND APPEARANCE WHEN MANUFACTURED. ENGINEERING TESTING LABORATORY, SIGNED AND DATED, CERTIFYING THAT THEY MEET THE REQUIREMENTS OF ASTM C-478 FOR CONCRETE STRENGTH, STEEL REINFORCEMENT AREA AND PLACEMENT, AND APPEARANCE MANHOLES MUST BE INSPECTED BY THE ENGINEER BEFORE UNLOADING.
9. MINIMUM WALL AND BASE THICKNESS FOR PRECAST MANHOLES AND CATCH BASINS SHALL BE 8 INCHES. REINFORCING STEEL FOR MANHOLES AND CATCH BASINS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-615, A-305, A-185 AND A-497 LATEST REVISION. SPLICES SHALL HAVE A MINIMUM LAP OF 24 BAR DIAMETERS. MINIMUM COVER OVER REINFORCING STEEL SHALL BE 3 INCHES. ALL DRAINAGE STRUCTURES SHALL MEET FDOT SPECIFICATION.
10. ALL OPENINGS IN PRECAST MANHOLES AND CATCH BASINS SHALL BE CAST AT THE TIME OF MANUFACTURE.
11. PRECAST MANHOLE AND CATCH BASIN SHOP DRAWINGS SHALL BE SUBMITTED TO THE CITY AND ENGINEER FOR APPROVAL PRIOR TO FABRICATION.
12. ALL MANHOLES AND CATCH BASINS SHALL BE SET PLUMB TO LINE AND GRADE, AND SHALL REST ON A FIRM, CAREFULLY GRADED SUBGRADE, WHICH SHALL PROVIDE UNIFORM BEARING UNDER BASE.
13. MANHOLE AND CATCH BASIN SECTIONS SHALL BE JOINTED WITH A MASTIC COMPOUND PRODUCING A WATER TIGHT BOND (RAM-NEK FLEXIBLE GASKETS BY K.T. SNYDER CO. INC. AND PRIMED WITH RAM-NEK PRIMER OR APPROVED EQUAL). THE REMAINING SPACE SHALL BE FILLED WITH CEMENT MORTAR AND FINISHED SO AS TO PRODUCE A SMOOTH CONTINUOUS SURFACE INSIDE AND OUTSIDE THE WALLS SECTIONS.
14. CONCRETE FOR PRECAST MANHOLES SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. ALL CONCRETE AND MORTAR USED IN MANHOLE CONSTRUCTION SHALL HAVE TYPE II CEMENT.
15. ALL SPACES AROUND PIPES ENTERING OR LEAVING MANHOLES SHALL BE COMPLETELY FILLED WITH EMBECCO MORTAR (NON-METALLIC), NON-SHRINKING OR APPROVED EQUAL.
16. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER AND THE VILLAGE OF GOLF FOR APPROVAL PRIOR TO ORDERING MATERIALS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REVISED OR UNACCEPTABLE MATERIALS INSTALLED OR ORDERED WITHOUT AN APPROVED SHOP DRAWING. THE FOLLOWING SHOP DRAWINGS SHALL BE SUBMITTED:
 - A. MANHOLES / CATCH BASINS
 - B. PIPE
 - C. FRAME & GRATES (COVERS)
 - D. HEADWALLS
17. ALL P.C.P. OR R.P.M. SHOWN ON THE PLAT SHALL BE RAISED TO FINAL GRADE IF THEY ARE LOCATED IN PAVEMENT OR CONCRETE DRAINAGE STRUCTURES TO BE CLEANED PRIOR TO CITY ACCEPTANCE, IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
18. PROCTORS SHALL BE PERFORMED ON ALL MATERIAL, SUBGRADE AND BASE AND ANY SUBSEQUENT CHANGES IN MATERIALS. LIMEROCK BEARING RATIOS, SIEVE ANALYSIS AND DENSITIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE CITY.
19. CONCRETE SIDEWALKS SHALL BE FOUR (4) INCHES THICK, EXCEPT AT DRIVEWAYS WHERE THEY SHALL BE SIX (6) INCHES THICK. SIDEWALK SUBGRADE SHALL BE GRUBBED, COMPLETELY DEMUCKED AND COMPACTED TO 98% OF MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180. OPEN TYPE EXPANSION JOINTS SHALL BE USED. SIDEWALK MUST BE SEPARATE FROM THE TRAVEL WAY AND CONSTRUCTED IN ACCORDANCE WITH THE F.D.O.T. ROADWAY AND TRAFFIC.
20. REAR YARD DRAIN PIPE MATERIALS SHALL BE SMOOTH LINED HIGH DENSITY POLYETHYLENE AASHTO M294, TYPES S, N-12 PROFILE ULTRA OR APPROVED EQUAL.
21. YARD DRAINS SHALL HAVE A CONCRETE COLLAR 18"x18"x6" MINIMUM.

SPECIFICATIONS FOR PVC SURFACE DRAINAGE PRODUCTS

1. GENERAL:
PVC SURFACE DRAINAGE INLETS SHALL INCLUDE THE INLINE DRAINS, DRAIN BASINS, AND CATCH BASINS AS INDICATED ON THE CONTRACT DRAWINGS AND REFERENCED WITHIN THE CONTRACT SPECIFICATIONS. THE CAST IRON GRATES FOR EACH OF THESE FITTINGS IS TO BE CONSIDERED AND INTEGRAL PART OF THE SURFACE DRAINAGE INLET AND SHALL BE FURNISHED BY THE SAME MANUFACTURER. THE SURFACE DRAINAGE INLETS SHALL BE AS MANUFACTURED BY NYLOPLAST, USA, INC. OR PRIOR APPROVED EQUAL.
2. MATERIALS:
THE INLINE DRAINS, DRAIN BASINS, AND CATCH BASINS REQUIRED FOR THIS CONTRACT SHALL BE MANUFACTURED FROM PVC PIPE STOCK, UTILIZING A THERMO-MOLDING PROCESS TO REFORM THE PIPE STOCK TO THE FURNISHED CONFIGURATION. THE DRAINAGE PIPE CONNECTION STUBS SHALL BE MANUFACTURED FROM PVC PIPE STOCK AND FORMED TO PROVIDE A WATERTIGHT CONNECTION WITH THE PIPING SYSTEM SPECIFIED. THIS JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212. THE PIPE CONNECTION STUBS SHALL BE JOINED TO THE MAIN BODY OF THE DRAIN BASIN OR CATCH BASIN UTILIZING A WATERTIGHT, GASKETED, SWEDGED - TYPE CONNECTION.
3. THE PIPE STOCK USED TO MANUFACTURE THE MAIN BODY AND PIPE STUBS OF THE SURFACE DRAINAGE INLETS SHALL MEET EITHER ASTM D3034 OR ASTM D679. THE SWEDGE GASKET MATERIAL AND THE GASKETS USED TO FORM THE CONNECTING JOINT WITH THE PIPE STUB SHALL MEET THE REQUIREMENTS OF ASTM F477. SURFACE DRAINAGE PRODUCTS SHALL MEET THE MECHANICAL PROPERTY REQUIREMENTS FOR FABRICATED FITTINGS AS DESCRIBED IN ASTM F794, F979, AND F1336.
4. THE GRATES FURNISHED FOR ALL SURFACE DRAINAGE INLETS SHALL BE CAST IRON AND SHALL BE MADE SPECIFICALLY FOR EACH FITTING. GRATES FOR 12" AND LARGER CATCH BASINS AND INLINE DRAINS SHALL BE CAPABLE OF SUPPORTING H-20 WHEEL LOADING. GRATES FOR CATCH BASINS AND INLINE DRAINS INLETS SMALLER THAN 12" SHALL BE CAPABLE OF SUPPORTING LIGHT WHEEL LOAD TRAFFIC. METAL USED IN THE MANUFACTURE OF THE CASTING SHALL CONFORM TO ASTM A-48-83 CLASS 30B FOR GRAY IRON. THE CASTING SHALL BE FURNISHED WITH A BLACK PAINT.
5. INSTALLATION:
THE SPECIFIED PVC SURFACE DRAINAGE INLETS SHALL BE INSTALLED USING CONVENTIONAL FLEXIBLE PIPE BACKFILL MATERIALS AND PROCEDURES. THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS 1 OR 2 MATERIAL AS DEFINED IN ASTM D2321. THE SURFACE DRAINAGE INLETS SHALL BE BEDDED AND BACKFILLED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: C.M.M. Date: 03/20/21
 Drawn by: C.M.M. Date: 03/20/21
 Checked by: C.J.B. Date: 03/20/21



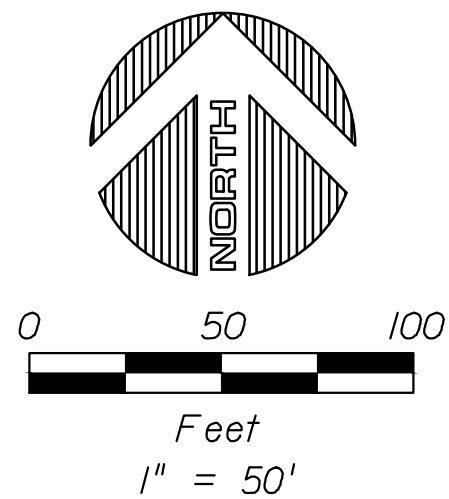
2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. CA-26426

Engineer of Record: CARLOS J. BALLBE'
 Registered Engineer Number: 41811
 State of Florida
 Date: 03/01/2023

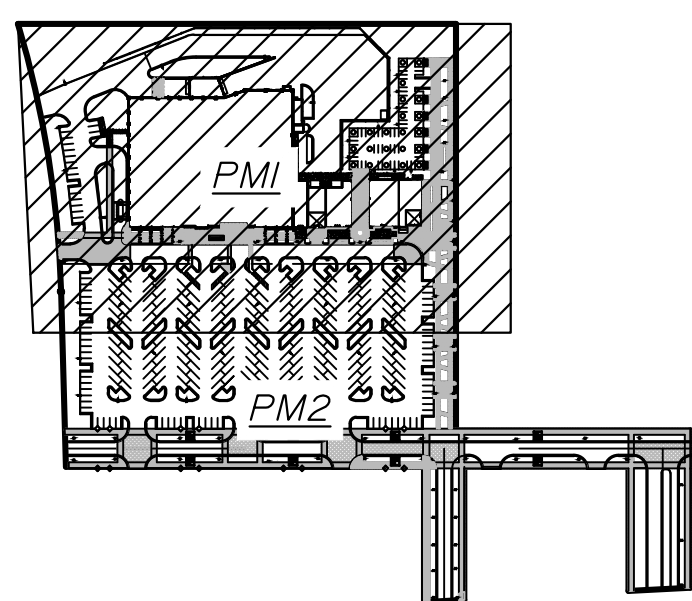
GENERAL NOTES AND SPECIFICATIONS

AVENIR TOWNCENTER - PUBLIX
 AVENIR DEVELOPMENT, LLC

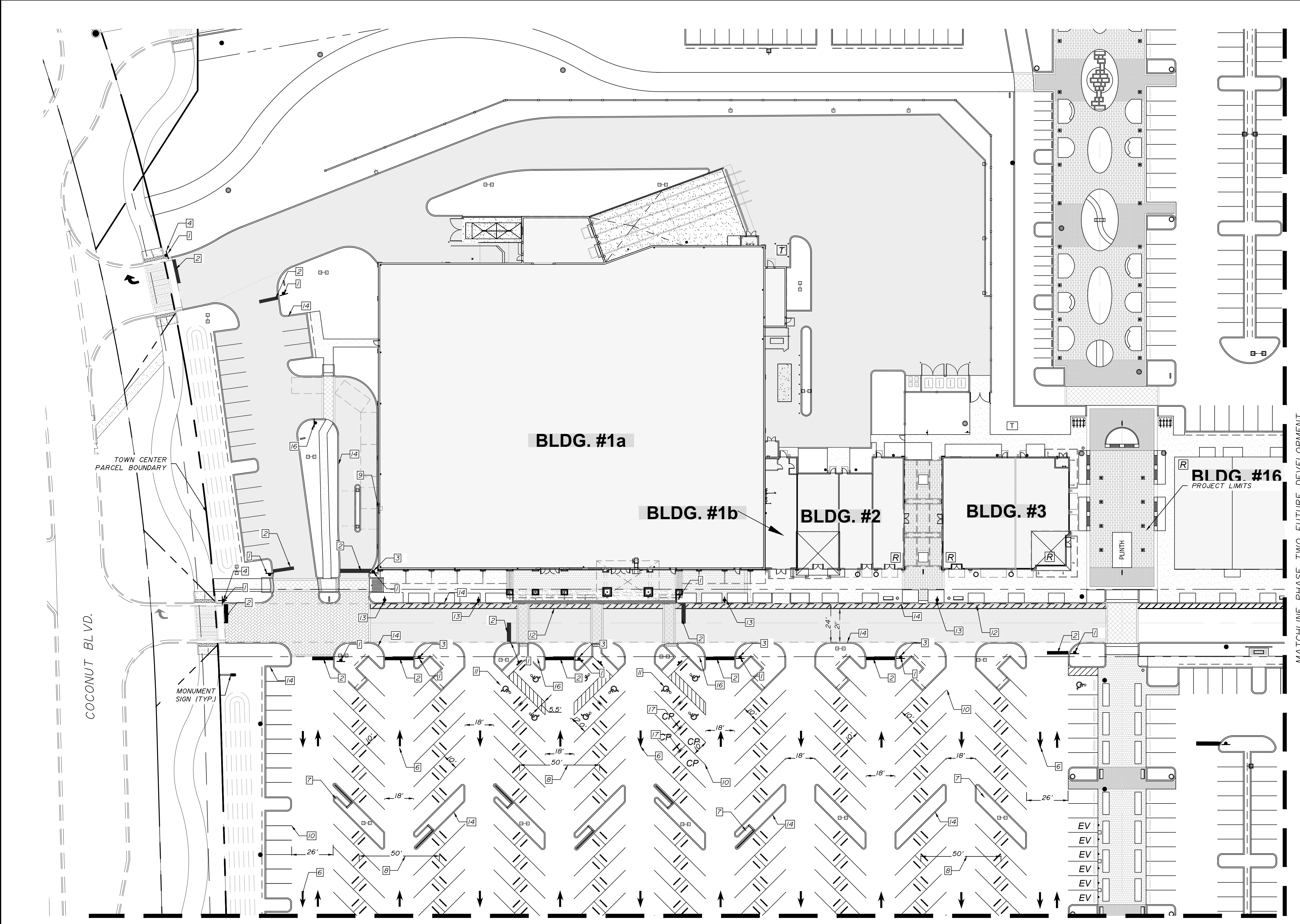
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202109
 Sheet Number:
PM2



- LEGEND**
- 1 - R1-1 "STOP" SIGN (30"x30")
 - 2 - 24" WHITE STOP BAR
 - 3 - R5-1 "DO NOT ENTER" SIGN (30"x30")
 - 4 - D3 STREET SIGN
 - 5 - 25'-6" DOUBLE YELLOW LINE
 - 6 - WHITE DIRECTIONAL ARROW
 - 7 - CART CORRAL
 - 8 - 50' SPINE TO SPINE FOR 45° PARKING
 - 9 - PHARMACY DRIVE THRU COORDINATE LOCATION AND SIDEWALK WITH PROTOTYPE
 - 10 - 4" WHITE LINE
 - 11 - HC PARKING (3) CLUSTERS OF 3 (PER PUBLIX DESIGN STANDARDS)
 - 12 - FIRE LANE (PER PUBLIX DESIGN STANDARDS)
 - 13 - R8-3 "NO PARKING" SIGN
 - 14 - TYPE "D" CURBING
 - 15 - TYPE "F" CURBING
 - 16 - PHARMACY DRIVE THRU SIGN
 - 17 - CURBSIDE PICKUP SIGN



- NOTES:**
1. ALL PAVEMENT MARKINGS TO BE INSTALLED WITH SLIP RESISTANT PAINT.
 2. GENERATOR TANK CAN NOT BE WITHIN 100' OF A RESIDENTIAL WELL SOURCE AND/OR 500' FROM A MUNICIPAL WELL SOURCE.
 3. SIDEWALK CURBING ALONG STORE FRONT SHALL BE PAINTED TRAFFIC YELLOW.



NO.	DATE	BY	REVISION

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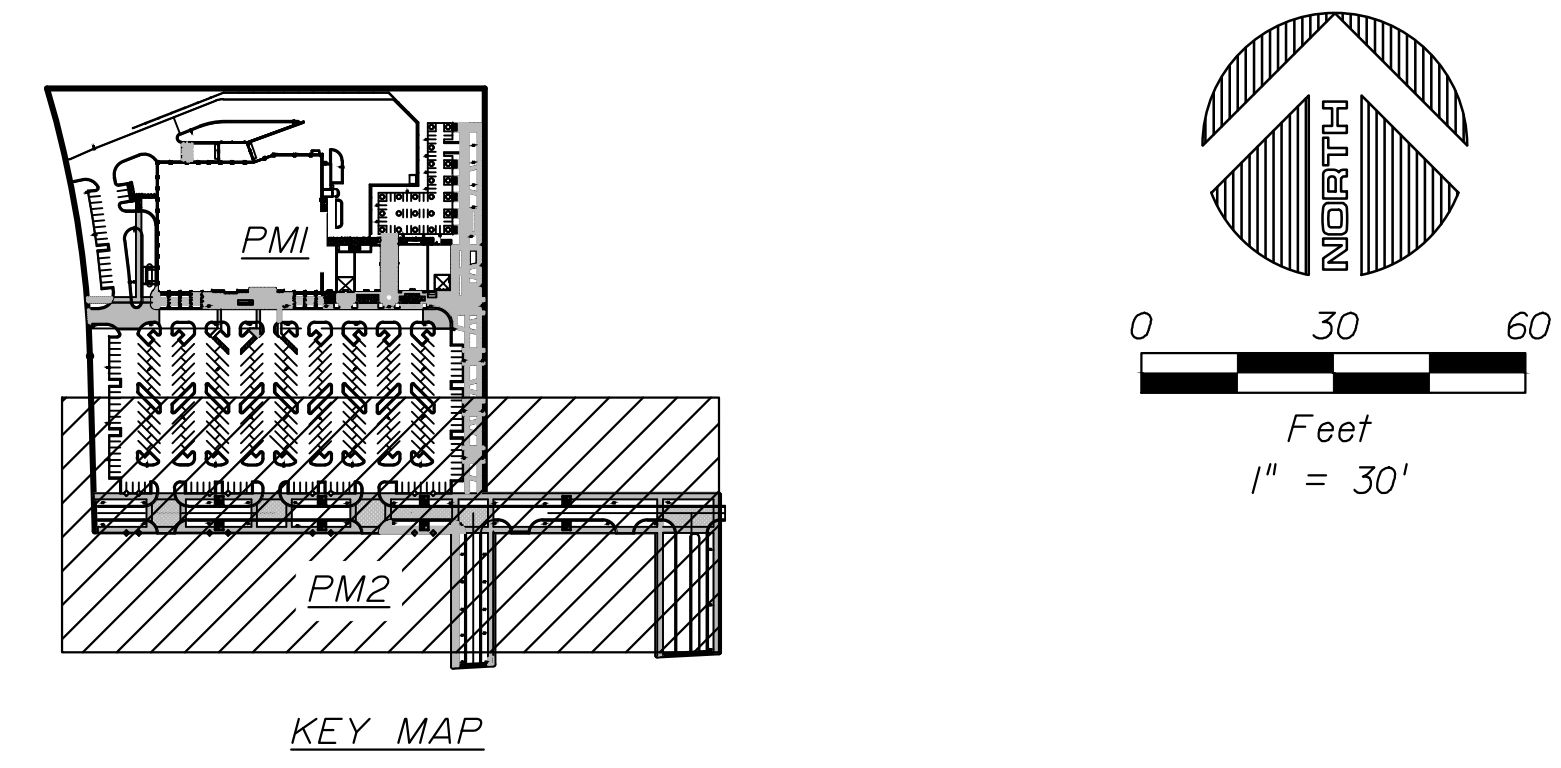
PAVEMENT MARKINGS AND SIGNAGE PLAN
 AVENIR - TOWN CENTER - PUBLIX
 AVENIR DEVELOPMENT, LLC

Project Number: 202109
 Sheet Number: PM3

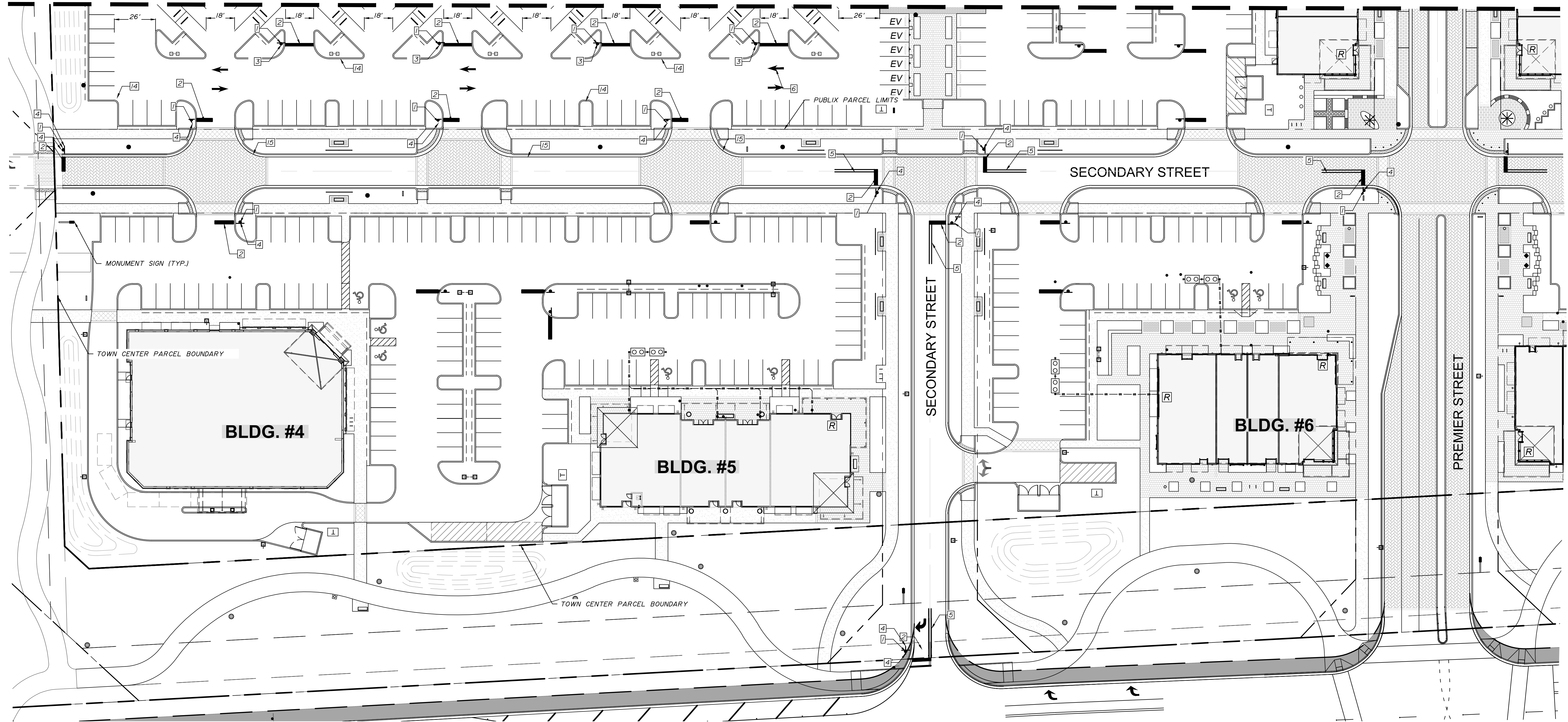
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MATCHLINE REFER TO PM3



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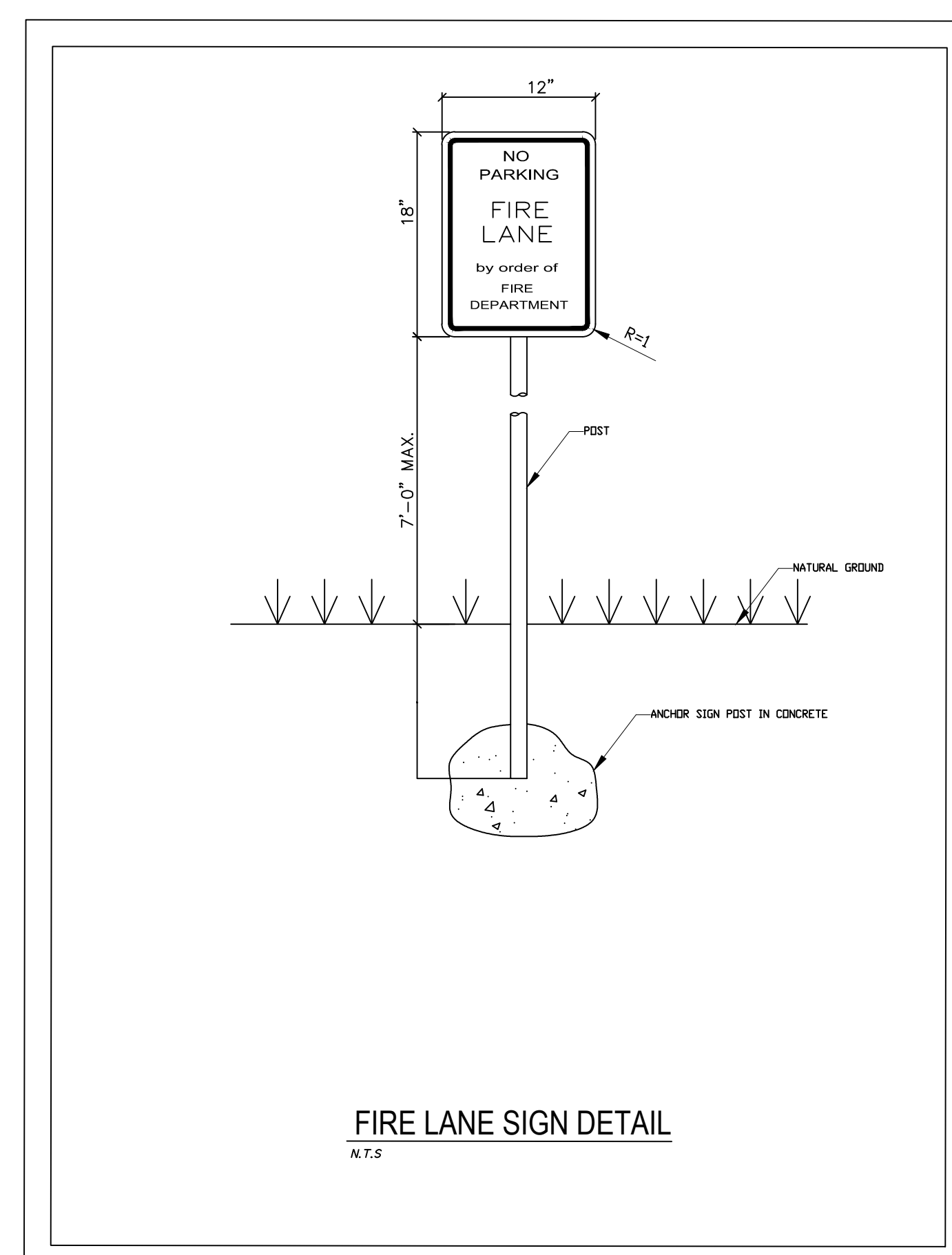
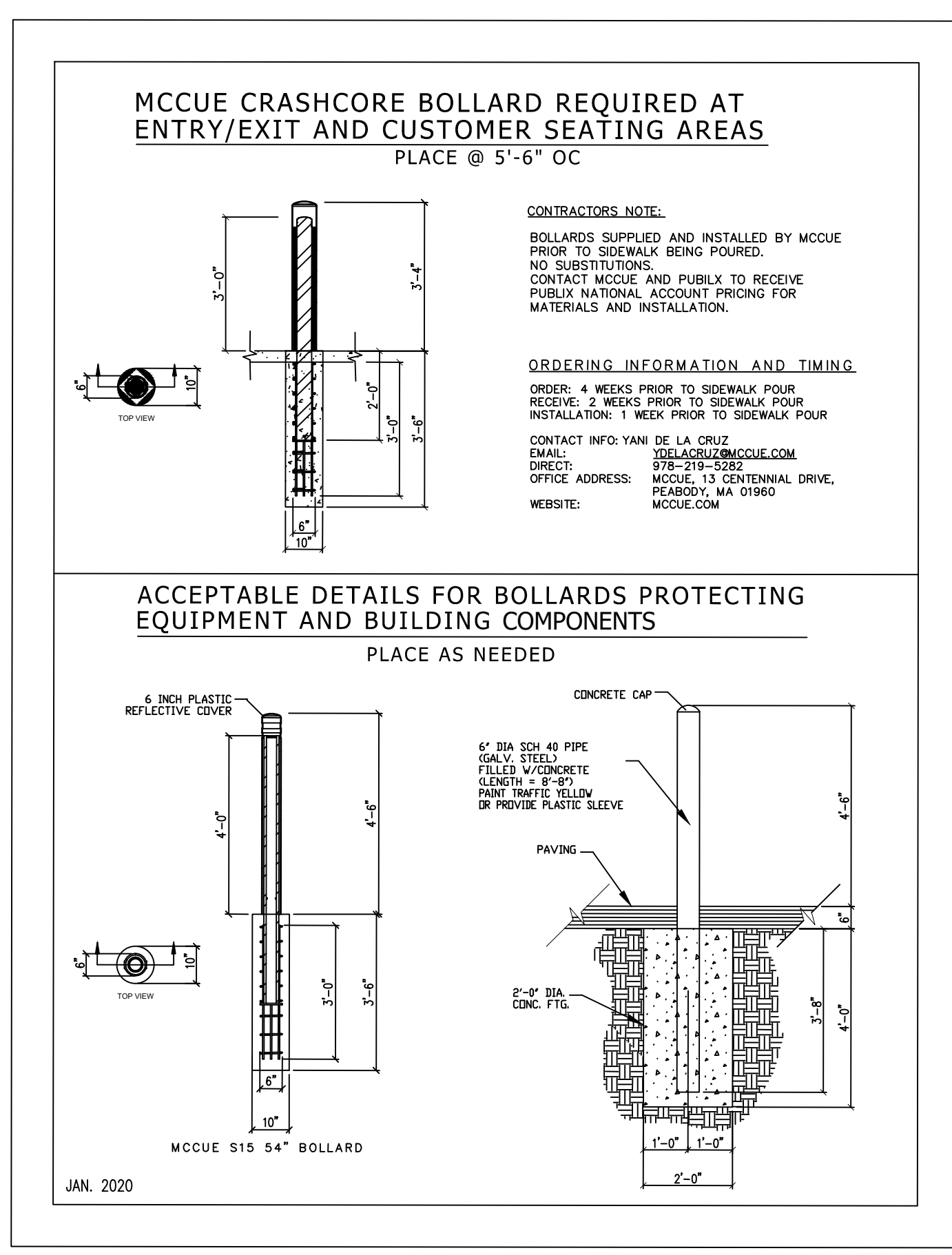
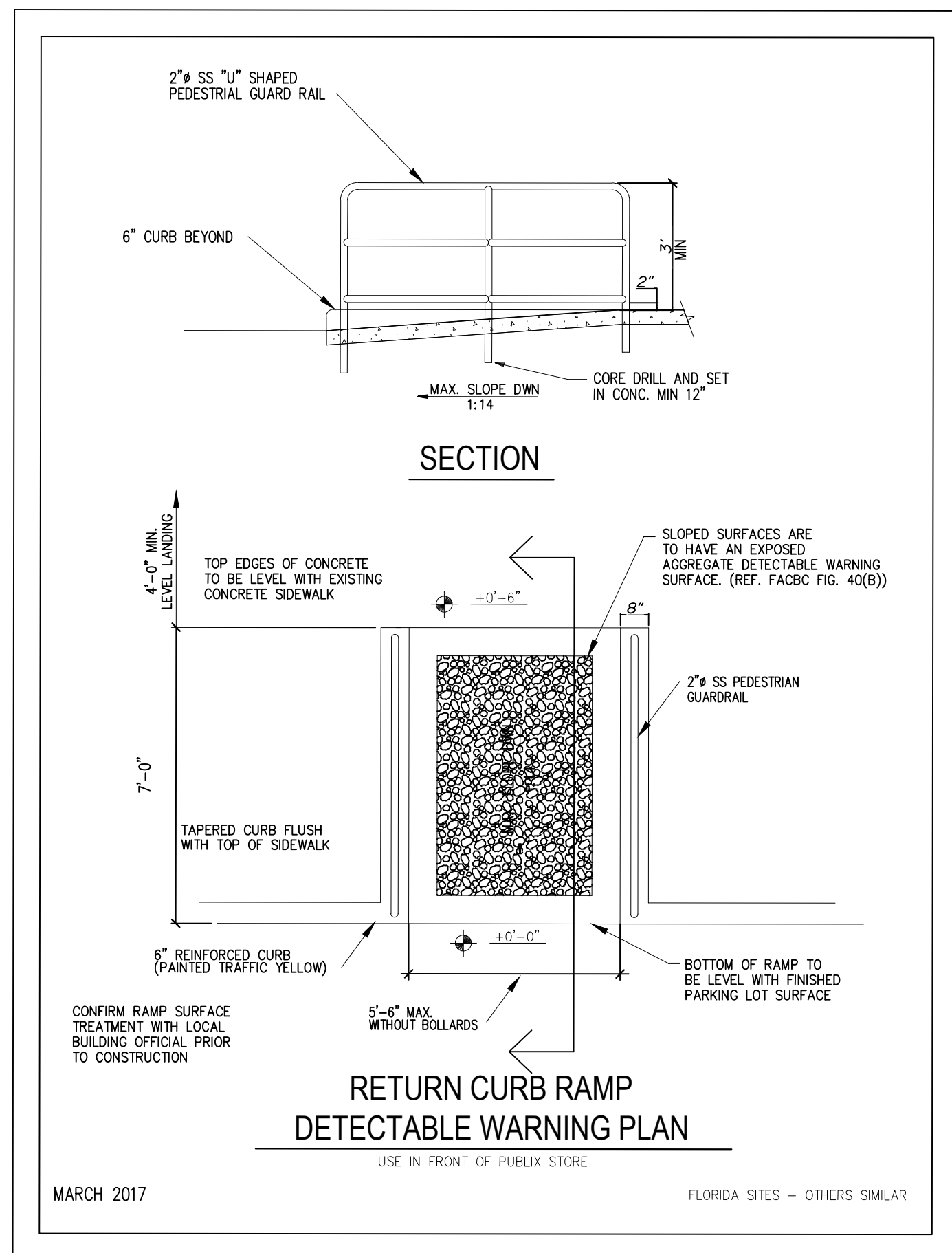
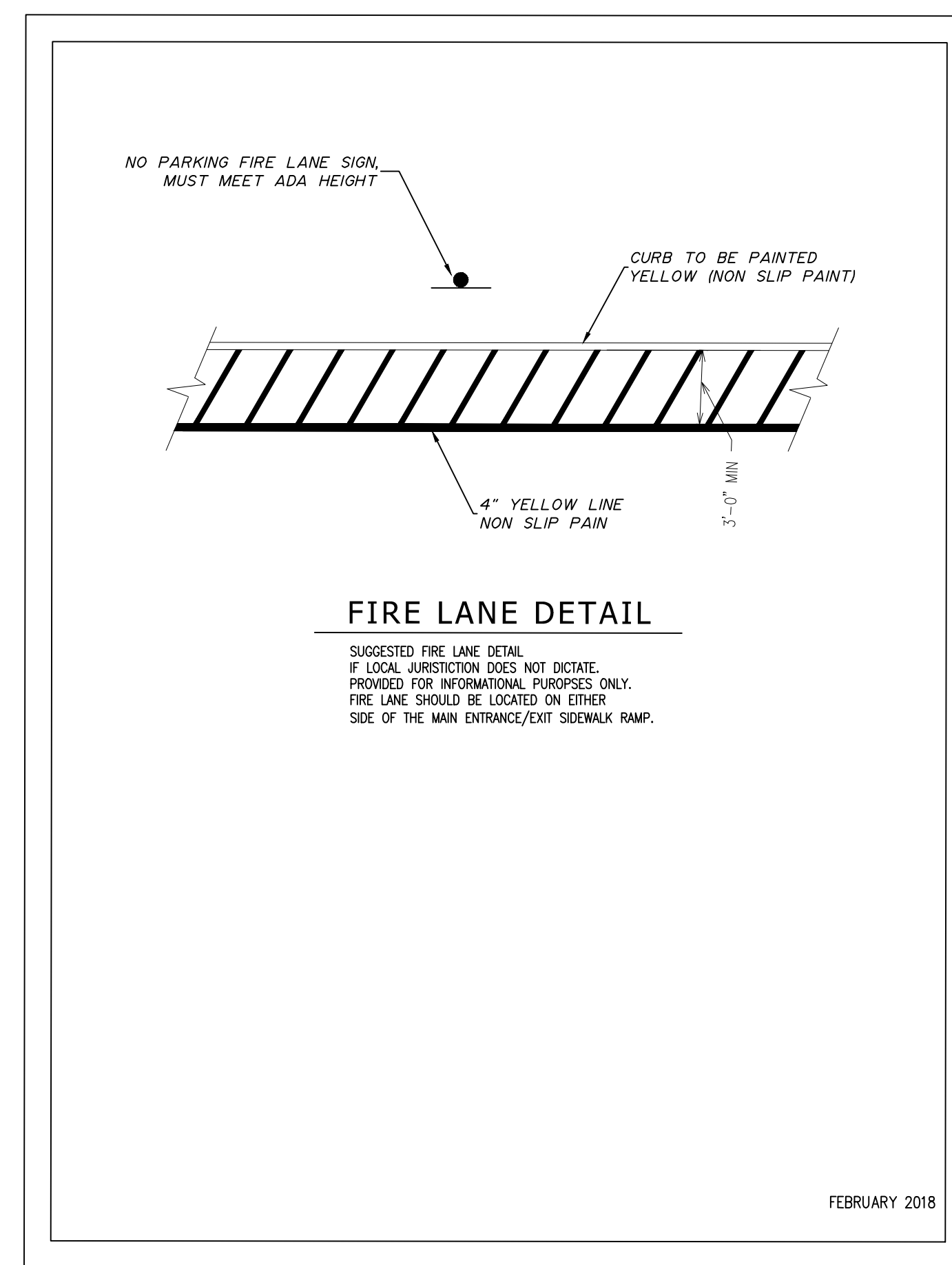
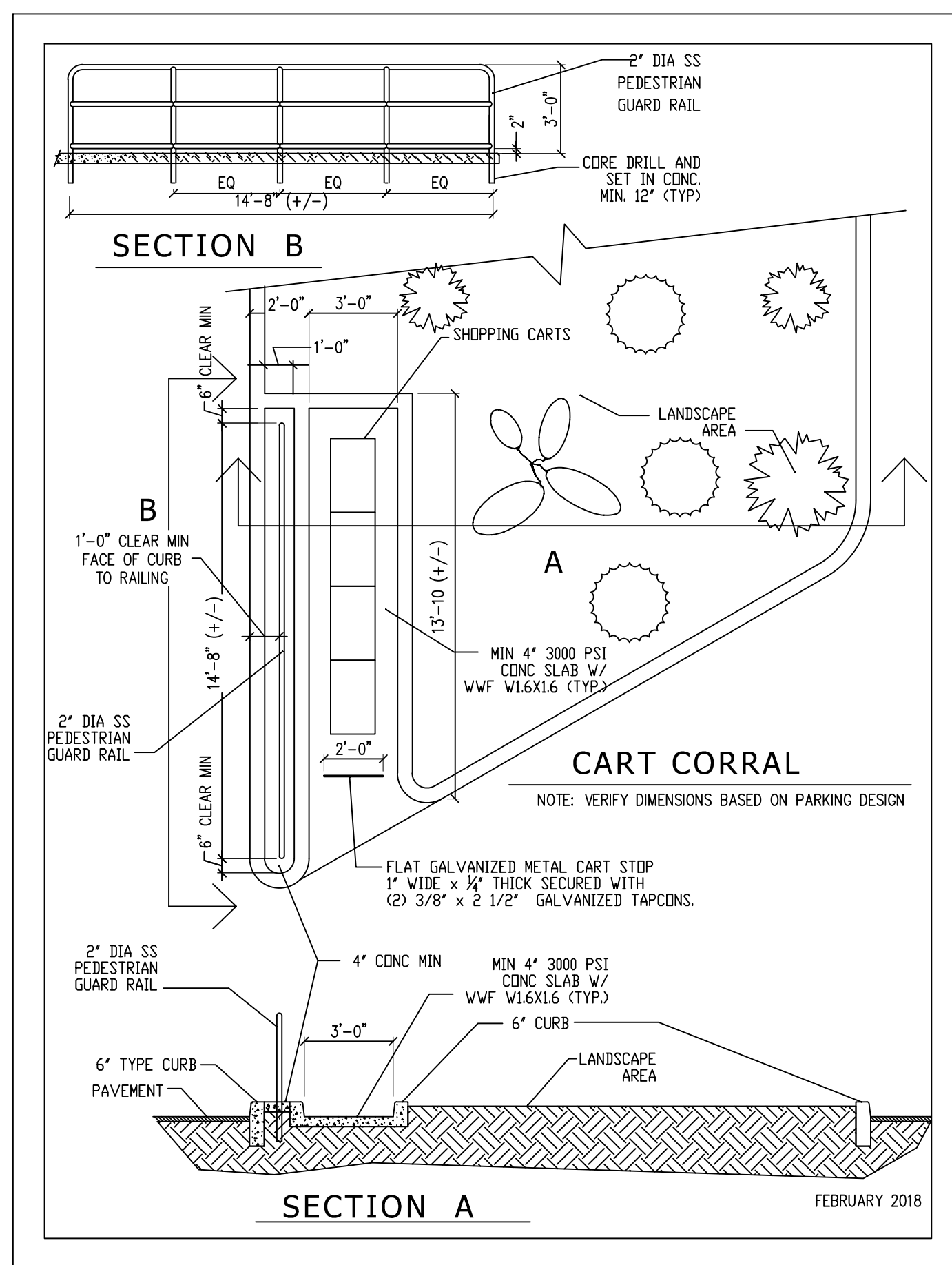
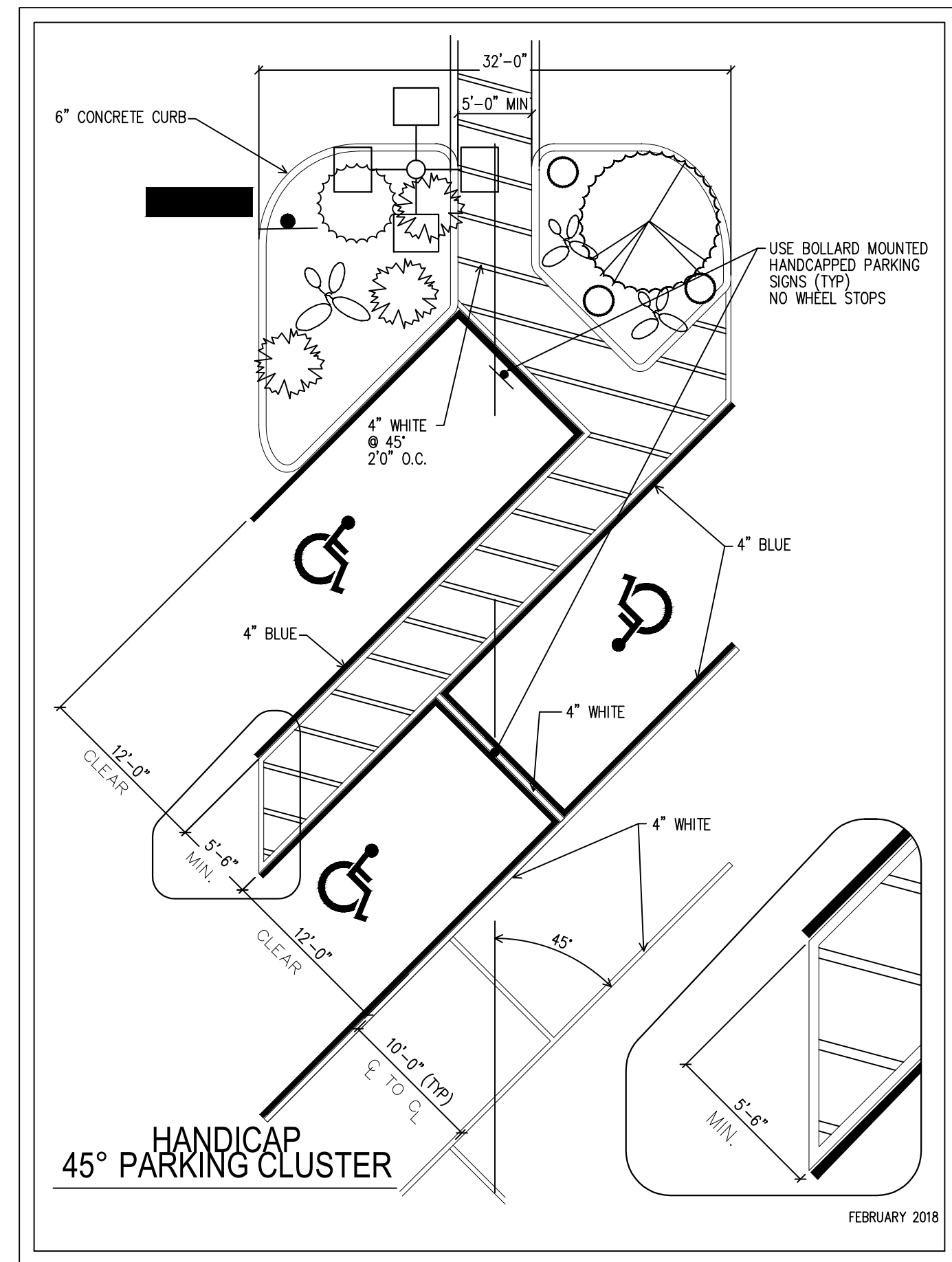
BALLBÉ & ASSOCIATES
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Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 41811
 Date: 03/01/2023

PAVEMENT MARKINGS AND SIGNAGE
 PLAN
 AVENIR - TOWN CENTER - PUBLIX
 AVENIR DEVELOPMENT, LLC

Project Number: 202109
 Sheet Number: PM4



VERTICAL DATUM NOTE:
ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 ("NAVD"). NATIONAL GEODETIC VERTICAL DATUM ("NGVD") CONVERSION FACTOR: NGVD = NAVD + 1.545'

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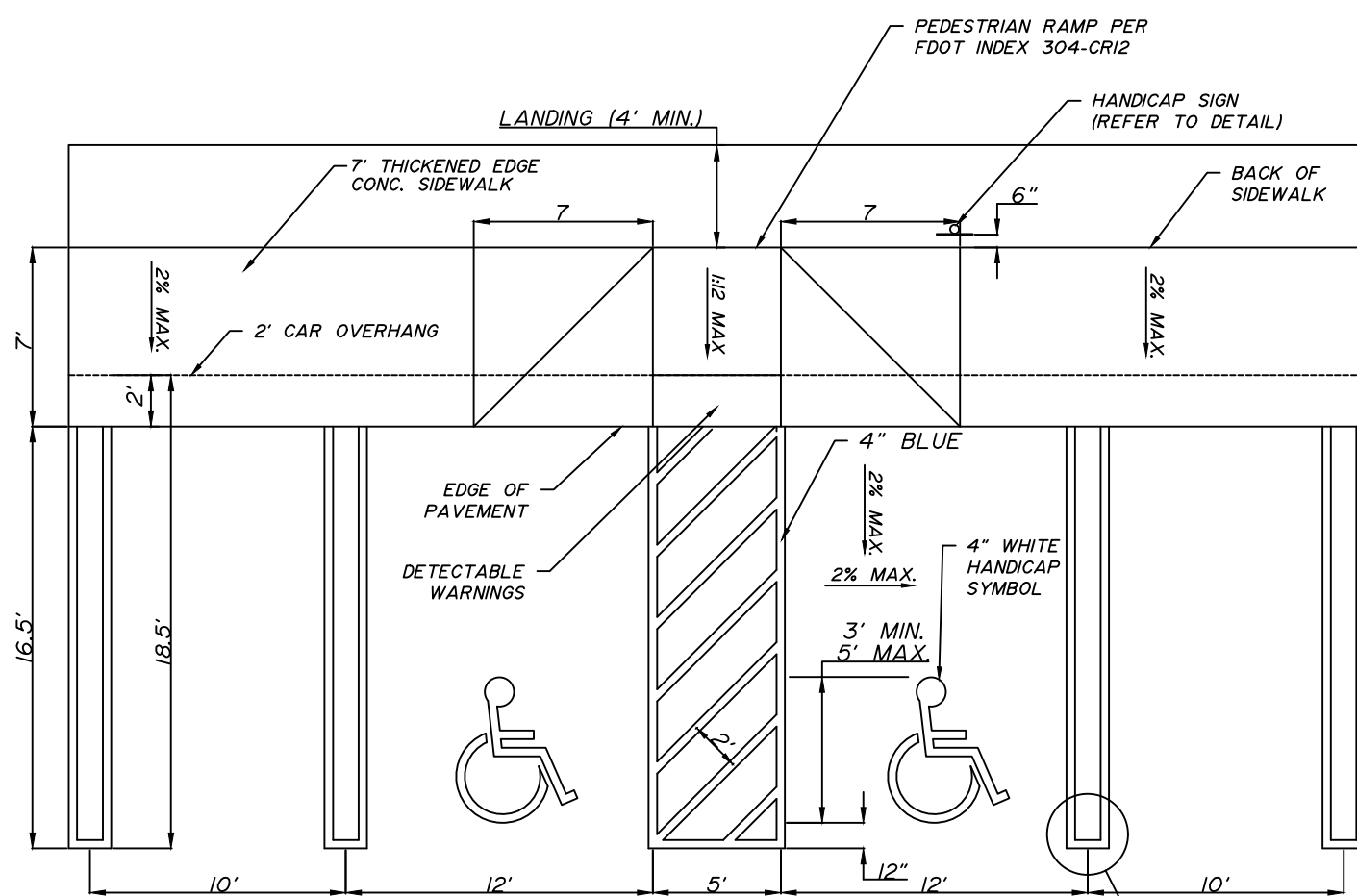
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PAVEMENT MARKINGS AND SIGNAGE
 TYPICAL SECTIONS, DETAILS AND NOTES

AVENIR - TOWN CENTER
 AVENIR DEVELOPMENT, LLC

Project Number: 202109
 Sheet Number: PM5

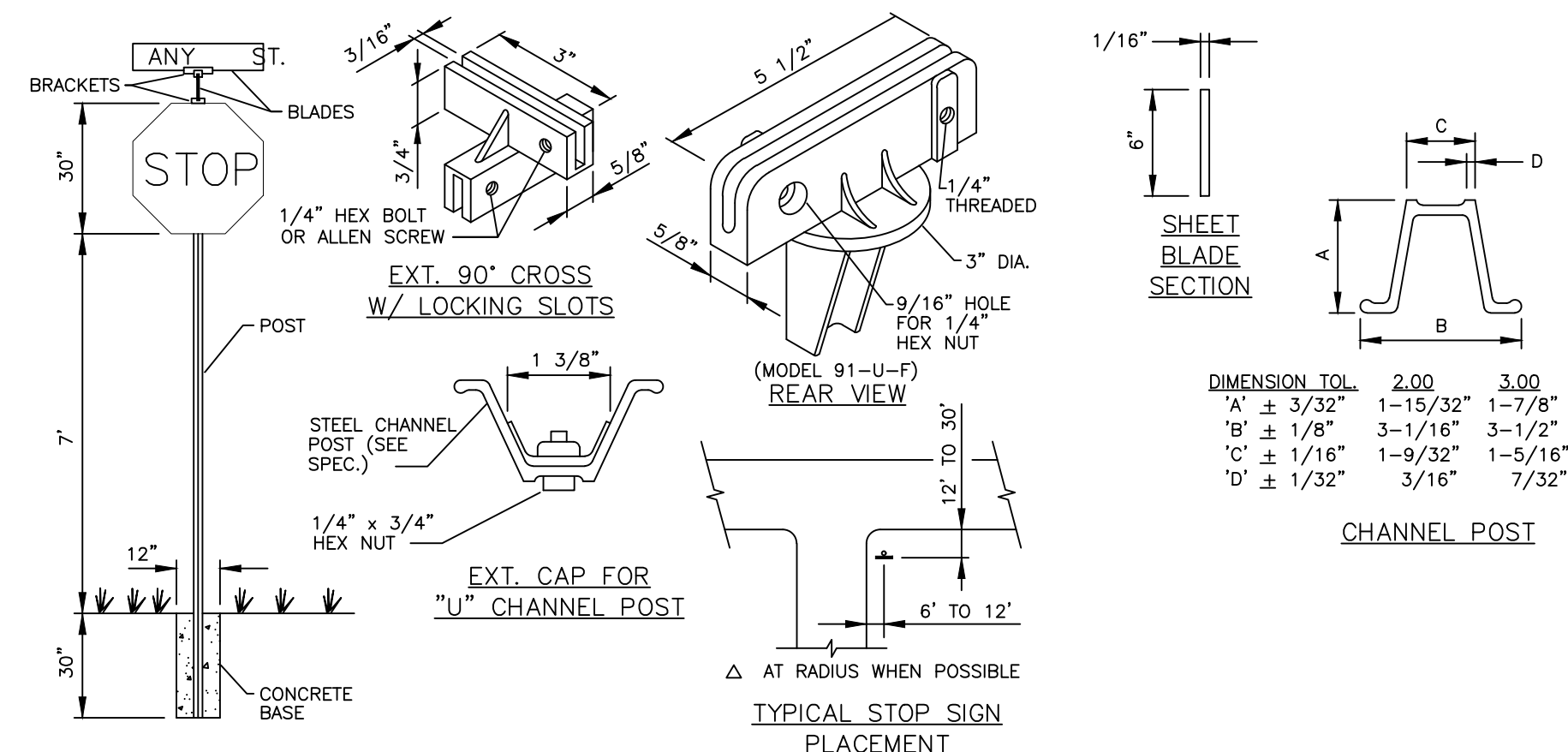
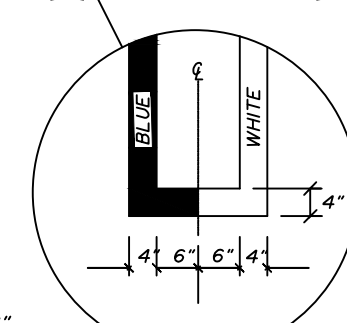


PARKING STALL DETAIL

SCALE: 1"=5'

TRAFFIC MARKING NOTES

1. PROVIDE AND INSTALL ALL NECESSARY PAVEMENT MARKINGS AND SIGNS IN ACCORDANCE WITH THE "TRAFFIC OPERATIONS STANDARDS", FLORIDA DEPARTMENT OF TRANSPORTATION, AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.), UNITED STATES DEPARTMENT OF TRANSPORTATION. ALL TRAFFIC SIGNS SHALL BE FULLY REFLECTORIZED.
2. ALL PAVEMENT MARKINGS WITHIN THE DEDICATED RIGHT-OF-WAYS SHALL BE THERMOPLASTIC WITH RAISED REFLECTIVE PAVEMENT MARKERS AT 40' O/C.
3. ALL INTERIOR PAVEMENT MARKINGS SHALL BE REFLECTORIZED PAINT.
4. ALL R-1 SIGNS ("STOP") AT SHALL BE 30" X 30".
5. ALL HANDICAP SPACES SHALL DESIGNATED WITH A SIGN R7-B (18" X 18") AND HANDICAP PAVEMENT MESSAGE AS SHOWN ON DETAIL THIS SHEET.
6. F.D.O.T. BLUE REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED ADJACENT TO EACH FIRE HYDRANT AT THE CENTER OF THE NEAREST PAVEMENT LANE(S).

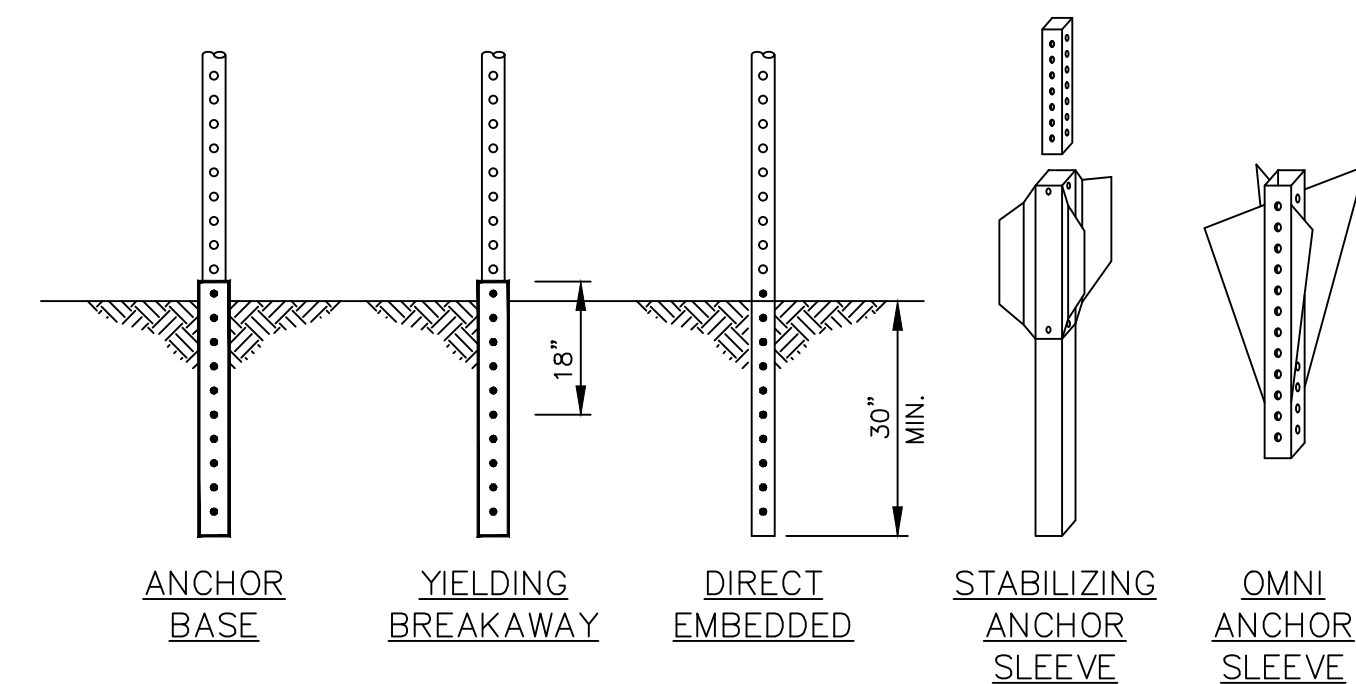


GENERAL SPECIFICATIONS

SHEET BLADE, ALCOA #86054.6063-T6 ALLOY ETCHED, DECREASED WITH #1200 ALDINE FINISH WITH #2277 GREEN SCOTCHLITE BACKGROUND OR EQUAL DIMENSIONS - 6" H., 24" 30" OR 36" L.
 LETTER: NAME - 4" SERIES "B" #2270 SCOTCHLITE (SYLVER) OR EQUAL * SUFFIX - 2" SERIES AS ABOVE.
 BRACKETS: SUPR-LOK PRUF.
 POST: STEEL FLANGED CHANNEL POST WITH BAKED GREEN ALKYD FINISH PER A.S.T.M. - A - I23 WITHOUT ANCHOR PLATES. SEE DETAIL SHEET.
 CONCRETE BASE: 2000# AS SHOWN.
 STOP SIGN: R1-I MUTCD - 30"x30" (HIGH INTENSITY)
 LOCATION: ONE PER INTERSECTION AS INDICATED ON THE PLANS.

STOP SIGN DETAIL

SCALE: 1"=5'



GROUND SUPPORT OPTIONS

USE 12 GAUGE SQUARE TUBING DRIVEN INTO SOIL. LEAVE 1" TO 2" LEFT EXPOSED ABOVE SURFACE.

GENERAL SPECIFICATIONS:

MATERIAL: HOT-ROLLED CARBON SHEET STEEL, ASTM A570, GRADE 50.

POST: SQUARE PERFORATED, WELDED STEEL TUBING, VARIOUS SIZES, 3 GAUGES BEING 14, 12 & 10 FOR EXTRA HEAVY-DUTY REQUIREMENTS. QWIK-PUNCH SQUARE POSTS ARE 1-3/4" & 2" IN 14 GAUGE ONLY.

FABRICATION: STRAIGHT WITH SMOOTH FINISH. SHALL BE POSSIBLE TO TELESCOPE CONSECUTIVE SIZES WITH MINIMUM OF PLAY.

FINISH: HOT DIPPED GALVANIZING WITH CONVERSION COATING TOPPED WITH A CLEAR POLYMER COATING.

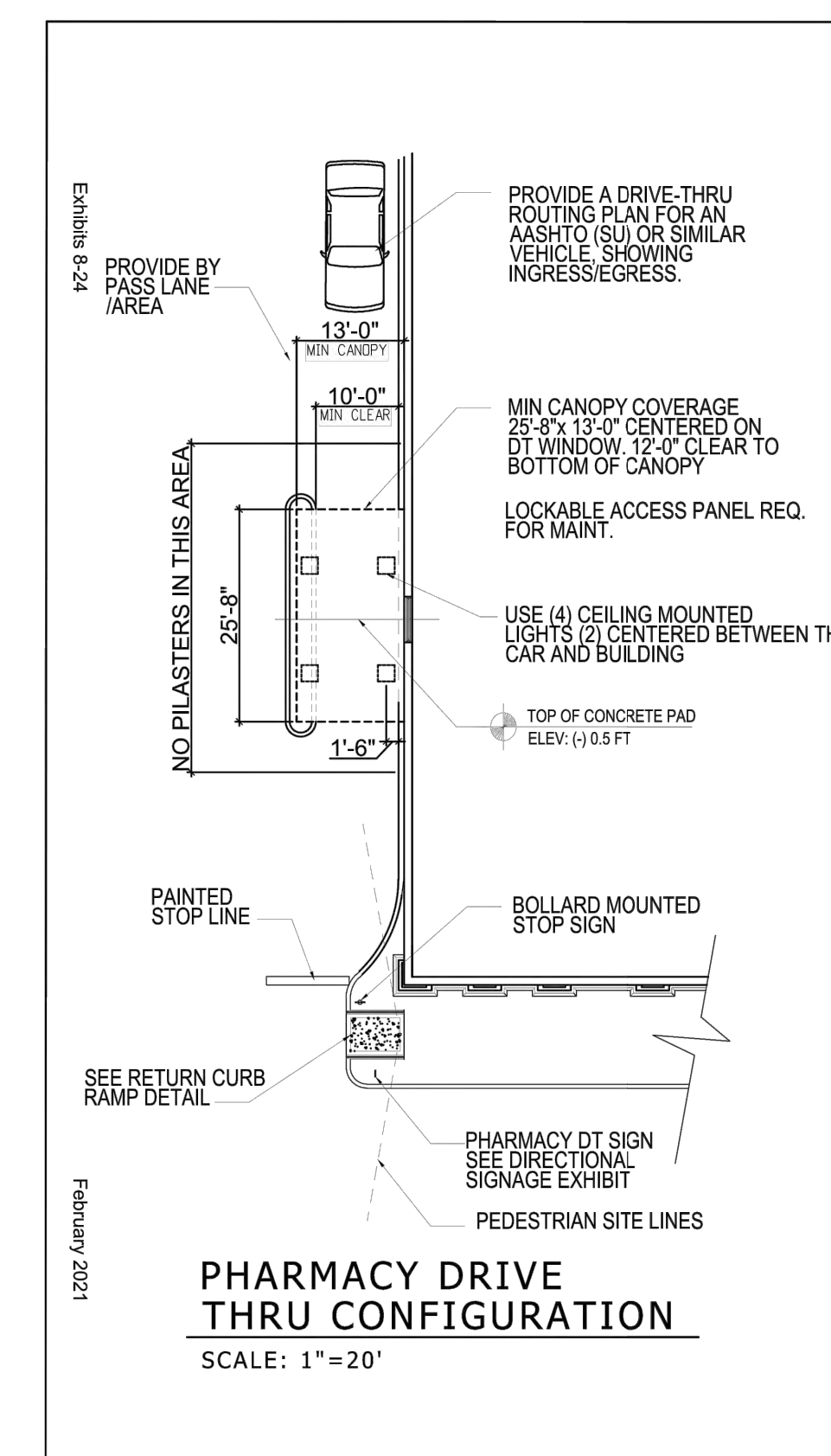
ANCHOR: GROUND SUPPORT IS MOST COMMON. OMNI ANCHOR/SLEEVE AVAILABLE FOR LOOSE SOIL CONDITIONS.

FASTENERS: DRIVE RIVETS FOR ONE-PIECE FASTENER. STANDARD HEX NUTS AND BOLTS COMMON. CORNER BOLTS USED FOR TAKING UP FIT TOLERANCE IN TELESCOPING ASSEMBLIES.

SIGNS: REGULATORY, WARNING, GUIDE, SPECIFIC SERVICE, TOURIST-ORIENTED, RECREATIONAL AND CULTURAL INTEREST AREA PER THE M.U.T.C.D., LATEST EDITION.

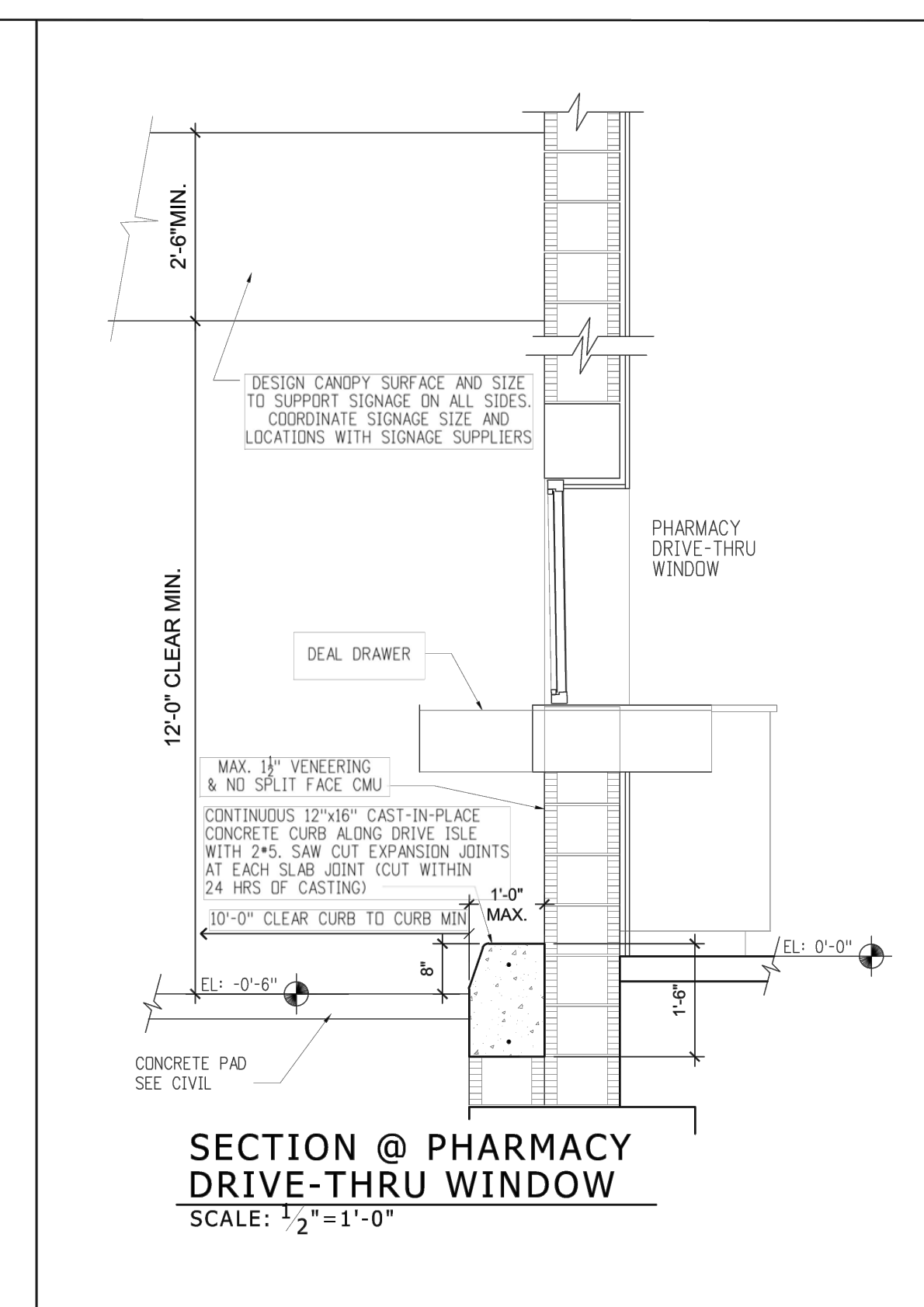
"TELESPAR" SIGN SUPPORT SYSTEM DETAIL

SCALE: 1"=5'



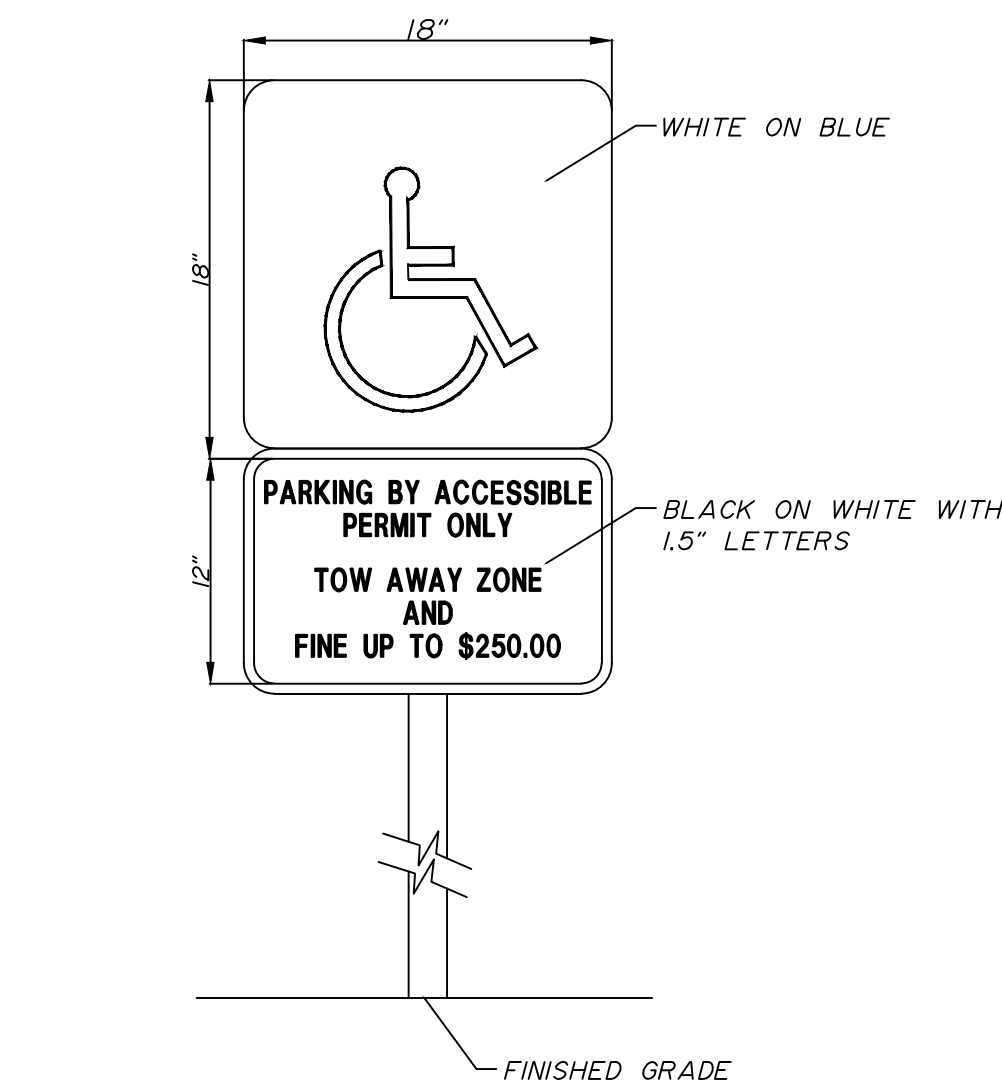
PHARMACY DRIVE THRU CONFIGURATION

SCALE: 1"=20'



SECTION @ PHARMACY DRIVE-THRU WINDOW

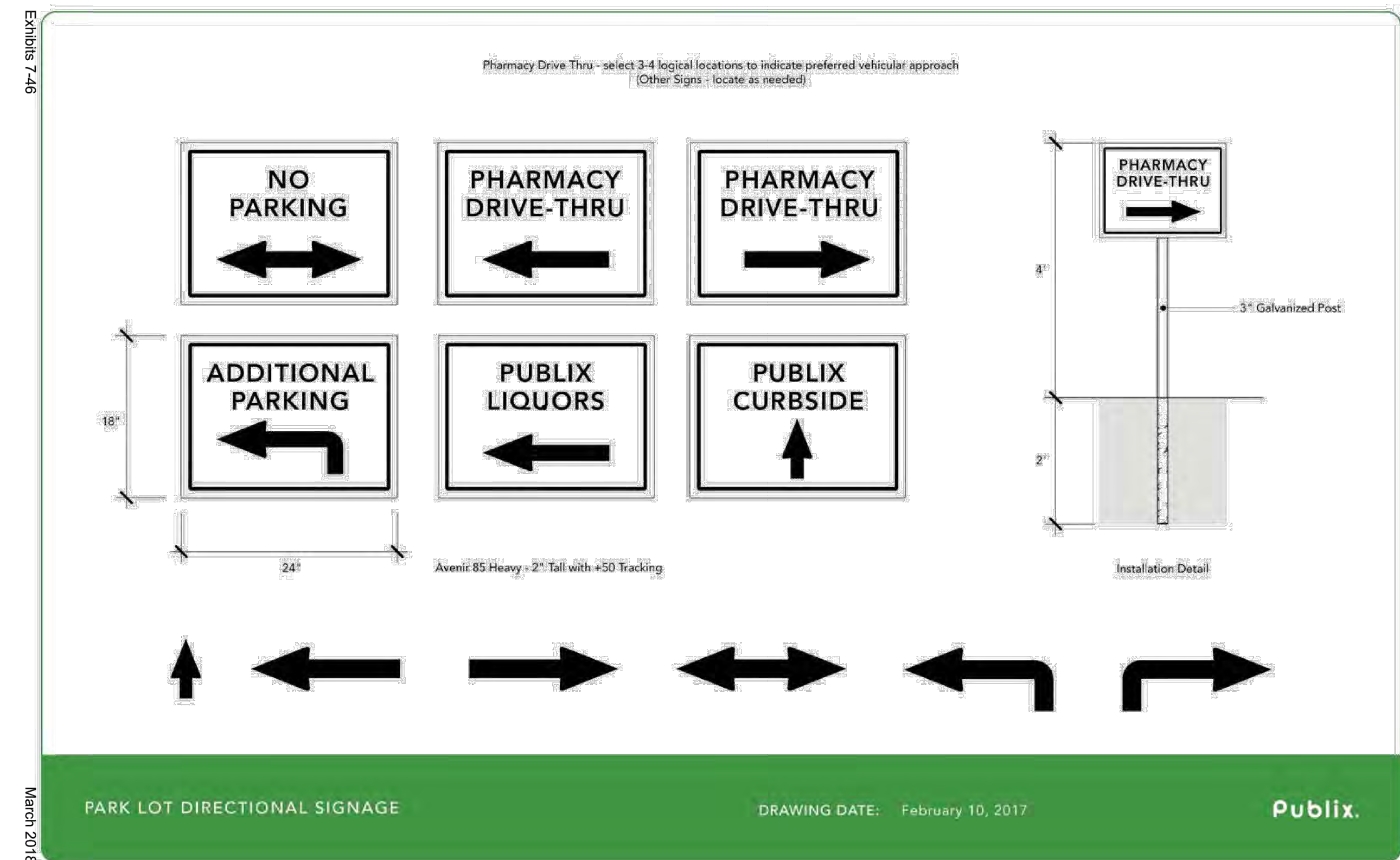
SCALE: 1/2"=1'-0"



1. TOP PORTION OF SIGN SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. SIGN MAY BE FABRICATED ON ONE PANEL OR TWO.
4. SIGNS ARE TO BE MOUNTED AT A HEIGHT OF 7'-0" FROM PAVEMENT TO BOTTOM OF SIGN.

ACCESSIBLE PARKING SIGN

N.T.S.



PARK LOT DIRECTIONAL SIGNAGE

DRAWING DATE: February 10, 2017

Publix.

VERTICAL DATUM NOTE: ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 ("NAVD"). NATIONAL GEODETIC VERTICAL DATUM ("NGVD") CONVERSION FACTOR: NGVD = NAVD + 1.545'

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: <u>C.M.M.</u>	Date: <u>03/2021</u>
Drawn by: <u>C.M.M.</u>	Date: <u>03/2021</u>
Checked by: <u>C.J.B.</u>	Date: <u>03/2021</u>

BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

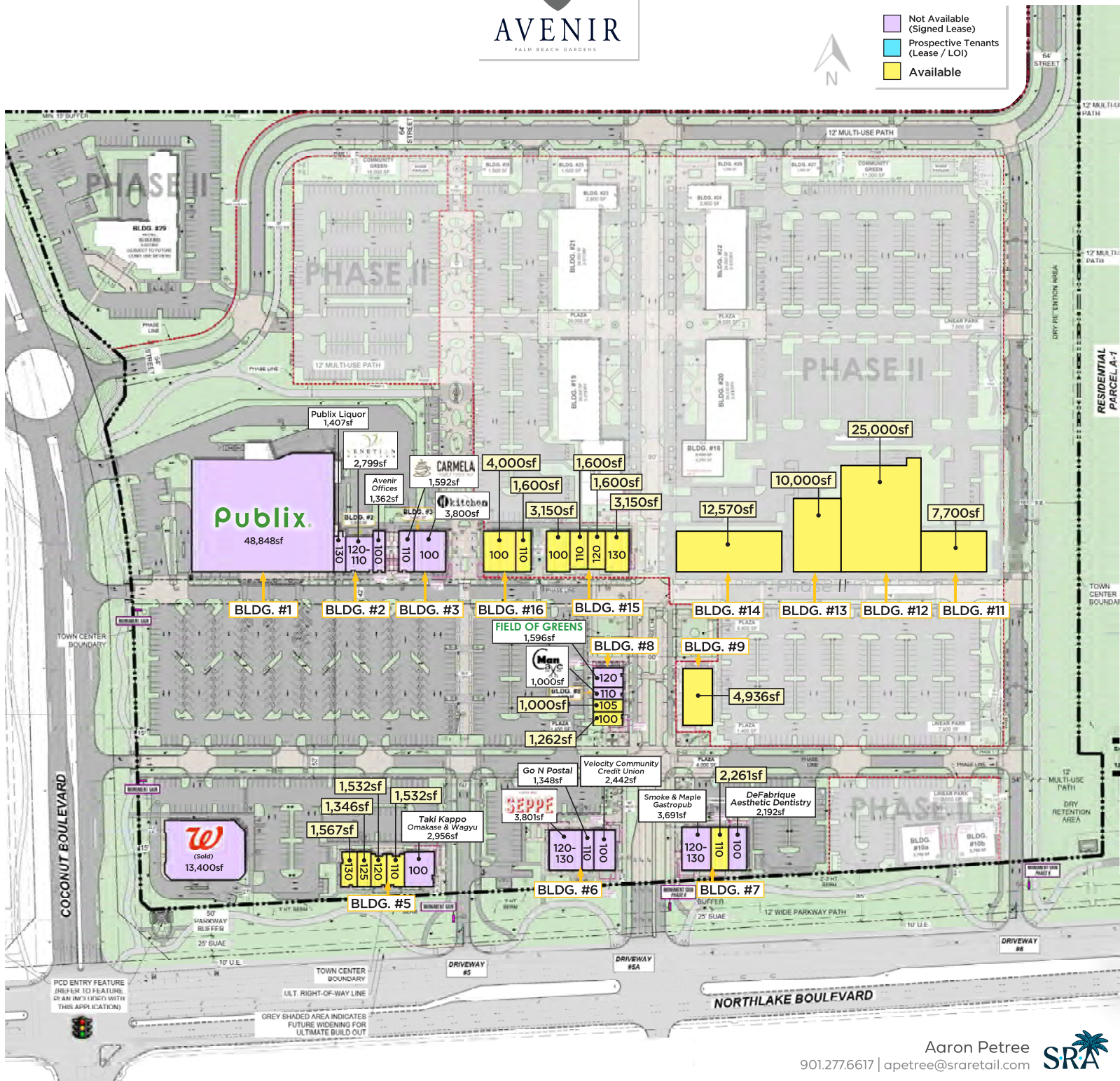
2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. CA-26426

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: 41811
 State of Florida

PAVEMENT MARKINGS AND SIGNAGE
 TYPICAL SECTIONS, DETAILS AND NOTES
AVENIR - TOWN CENTER
 AVENIR DEVELOPMENT, LLC

Project Number: 202109
 Sheet Number: PM6

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



From: [Carlos Ballbe](#)
To: [Rosey Asensio](#); [Jason Pierman](#); [Michael McElligott](#)
Cc: [Virginia Cepero](#); [Isabel Moreira](#); [Manny Mato](#); [Eduardo Arazoza](#); [Raul Robayna](#); [Michael J. Pawelczyk](#)
Subject: AVENIR SPINE ROAD CHANGE ORDERS NO. 3/4/5 REVISIONS
Date: Wednesday, February 26, 2025 4:11:20 PM
Attachments: [image002.png](#)
[CO2- Spine Rd. Phase 5 - COR -Replacements \\$58,138.50.pdf](#)
[Avenir Spine Road Phase 5 - Contract CO#3 Additional Planting_rev.pdf](#)
[Avenir Spine Road Phase 5 - Contract CO#4 Additional Planting.pdf](#)

Jason and Michale, we have to revise these change orders because we processed and the CDD approved two CO#2's (my mistake), in order to rectify the change order #'s and contract amounts, please see attached the following revised change orders along with the explanation for the changes:

- Change order #2 in the amount of \$58,138.50 was approved by the District in February 2024 (see attached).
- At the meeting in April 2024, the District approved Change Order #2 in the amount of \$132,782.50 (increase) for planting revisions. This change order should have been #3 and it should have been a **credit** of \$132,782.50. Please see attached the revised **change order #3** with the correct number and amount. This provides for a decrease in the contract amount.
- At the meeting in April 2024, the District approved Change Order #3 in the amount of \$1,256,695.41 for the irrigation final cost. This change order should have been #4, please see attached the change order with the correct number and contract value adjustments.
- The total contract has been reduced by \$74,644.00.

Sincerely,

Carlos J. Ballbé, P.E., LEED[®] A. P.

BALLBÉ & ASSOCIATES, INC.



3564 N. Ocean Boulevard
Fort Lauderdale, Florida 33308
(954) 491-7811 Office (Ext. 1000)
(954) 444-8529 Mobile

CHANGE ORDER NO. 2

Date of Issuance:	February 26, 2025	Effective Date:	February 26, 2025
Owner:	Avenir Community Development District 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	ARAZOZA BROTHERS CORPORATION 7027 S.W. 87 Court Miami, FL 33173	Contractor's Project No.:	LI 1493
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202120
Project:	AVENIR SPINE ROAD PHASE 6	Contract Name:	Landscape & Irrigation


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

- Landscape plan revisions = \$217,650.00

Attachments:

- Exhibit "A"

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Allowance: \$910,933.00	Original Contract Times: N/A
[Increase] [Decrease] form previously approved Change Orders Allowance No. <u>0</u> to No. <u>1</u> : \$478,421.52	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___: None
Contract Allowance prior to this Change Order: \$1,389,354.52	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

[Increase] [Decrease] of this Change Order Allowance \$217,650.00	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$1,607,004.52	Contract Times with all the approved Change Orders: N/A	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>2/27/2025</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Arazoza Brothers Corporation</p> <p>Name: _____ Title: _____ Date: _____</p>

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

EXHIBIT "A"

Arazoza Brothers Corp.

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

Project: 1493 LI Avenir Spine Rd - Phase 6 - Landscape Plans Dated 5-18-2023 - CO #2

Key	Product Description	Specs	Qty	Unit Cost	Total Cost
Original	Original Contract Price Total	Lump Sum	1	\$910,933.00	\$910,933.00

Previous	Previous Landscape Change Orders Total	Lump Sum	1	\$478,421.52	\$478,421.52
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Deduct	Allamanda schottii 'compacta'/Dwf Bush Allamanda	3 Gal., 18" Ht. X 15" Spr.	(94.00)	\$10.00	(\$940.00)
Deduct	Asparagus densiflorus 'meyersii'/ Foxtail Fern	3 Gal., 18" Ht. X 12" Spr.	(463.00)	\$7.50	(\$3,472.50)
Deduct	Crinum augustum 'queen emma'/Queen Emma' Crinum	15 Gal., 48" Ht. X 36" Spr.	(13.00)	\$90.00	(\$1,170.00)
Deduct	Delonix regia/Royal Poinciana	12' Ht. X 5' Spr., 2.5" Cal.	(8.00)	\$550.00	(\$4,400.00)
Deduct	Galphimia glauca/Thryallis	3 Gal., 18" Ht. X 18" Spr.	(32.00)	\$9.00	(\$288.00)
Deduct	Hamelia patens/Fire Bush	3 Gal., 18" Ht. X 18" Spr.	(27.00)	\$8.00	(\$216.00)
Deduct	Hibiscus rosa-sinensis 'seminole pink'/Seminole Pink Hibiscus	7 Gal., 30" Ht. X 24" Spr.	(7.00)	\$30.00	(\$210.00)
Deduct	Ixora 'nora grant'/Nora Grant Ixora	3 Gal., 12" Ht. X 12" Spr.	(216.00)	\$8.00	(\$1,728.00)
Deduct	Jacaranda mimosifolia/Jacaranda	12' Ht. X 5' Spr., 2.5" Cal.	(9.00)	\$400.00	(\$3,600.00)
Deduct	Odontonema callistachyum/Purple Firespike	7 Gal., 36" Ht. X 24" Spr.	(4.00)	\$40.00	(\$160.00)
Deduct	Philodendron 'xanadu'/Xanadu Philodendron	7 Gal., 24" Ht. X 30" Spr.	(13.00)	\$10.00	(\$130.00)
Deduct	Phoenix sylvestris/Wild Date Palm	12' CT, Diamond Cut	(6.00)	\$2,850.00	(\$17,100.00)
Deduct	Plumbago auriculata/Blue Plumbago	3 Gal., 18" Ht. X 18" Spr.	(381.00)	\$7.50	(\$2,857.50)
Deduct	Roystonea elata/Florida Royal Palm	14' GW, 18" Cal., Heavy Straight Trunk	(10.00)	\$1,400.00	(\$14,000.00)
Deduct	Tabebuia heterophylla/Pink Tabebuia	12' Ht. X 6' Spr., 2.5" Cal.	(1.00)	\$450.00	(\$450.00)
				Total Deductions	(\$50,722.00)

Add	Acalypha hispida/Chenille Plant	3 Gal., 18" Ht. X 18" Spr.	243.00	\$10.00	\$2,430.00
Add	Acalypha wilkesiana/Copperleaf	3 Gal., 24" Ht. X 18" Spr.	452.00	\$10.00	\$4,520.00
Add	Aechmea blanchetiana/Orange Bromeliad	7 Gal., 30" Ht. X 24" Spr.	14.00	\$100.00	\$1,400.00
Add	Chrysobalanus icaco 'red tip'/Red Tip Cocoplum	3 Gal., 18" Ht. X 18" Spr.	182.00	\$7.50	\$1,365.00
Add	Clusia guttifera/Small Leaf Clusia	3 Gal., 18" Ht. x 18" Spr., Full and Dense	27.00	\$8.00	\$216.00
Add	Clusia guttifera/Small Leaf Clusia	15 Gal., 6' Ht. x 4' Spr., 36" O.C. Full and Dense	30.00	\$100.00	\$3,000.00
Add	Clusia rosea/Autograph Tree	12' Ht. X 5' Spr., 2.5" Cal.	7.00	\$1,300.00	\$9,100.00
Add	Conocarpus erectus sericeus/Silver Buttonwood	12' Ht. X 6' Spr., 2.5" Cal. Multi	30.00	\$450.00	\$13,500.00
Add	Conocarpus erectus sericeus/Silver Buttonwood	12' Ht. X 6' Spr., 2.5" Cal.	2.00	\$450.00	\$900.00
Add	Conocarpus erectus/Green Button Wood	12' Ht. X 6' Spr., 2.5" Cal.	19.00	\$450.00	\$8,550.00
Add	Dianella tasmanica `Variegata` / Variegated Flax Lily	3 Gal., 18" Ht. x 12" Spr. Min., 24" O.C., Full to Ed	1,440.00	\$8.00	\$11,520.00
Add	Duranta erecta 'gold mound'/Gold Mound Duranta	7 Gal., 18" Ht. X 18" Spr.	104.00	\$30.00	\$3,120.00
Add	Filicium decipiens/Japanese Fern Tree	14' Ht. X 5' Spr., 3" Cal.	18.00	\$1,200.00	\$21,600.00
Add	Hymenocallis latifolia / Spider Lily	3 Gal., 18" Ht. x 15" Spr., 30" O.C., Fully Rooted &	685.00	\$10.00	\$6,850.00
Add	Liriope muscari `Emerald Goddess` / Emerald Goddess Border Grass	1 Gal., 12" Ht. x 12" Spr. Min., 12" O.C., Full to Ed	1,675.00	\$4.00	\$6,700.00
Add	Muhlenbergia capillaris / Pink Muhly Grass	1 Gal., 16" Ht. x 16" Spr., 36" O. C., Fully Rooted	928.00	\$8.00	\$7,424.00
Add	Podocarpus macrophyllus 'Pringles'/Dwarf Podocarpus	3 Gal., 12" Ht. x 12" Spr., 24" O.C., Full to Base, f	466.00	\$11.00	\$5,126.00
Add	Podocarpus macrophyllus/Yew Pine	7 Gal., 36" Ht. x 18" Spr., Full to Base and Dense	56.00	\$30.00	\$1,680.00
Add	Ptychosperma elegans/Alexander Palm	Field Grown, Triple Trunk, Varied Hts., Minimum J	5.00	\$800.00	\$4,000.00
Add	Quercus virginiana/Southern Live Oak	18' Ht. X 8' Spr., 4" Cal.	2.00	\$1,000.00	\$2,000.00



Arazoza Brothers Corp.

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

Add	Quercus virginiana/Southern Live Oak	14' Ht. X 6' Spr., 3.5" Cal.	8.00	\$700.00	\$5,600.00
Add	Quercus virginiana/Southern Live Oak	22' Ht. X 10' Spr., 5" Cal.	1.00	\$1,500.00	\$1,500.00
Add	Root Barrier	Linear Feet	1,615.00	\$20.00	\$32,300.00
Add	Roystonea elata/Florida Royal Palm	Field Grown, 8' GW, 14' CT, 20' OA Ht., Heavy St	15.00	\$1,700.00	\$25,500.00
Add	Sabal palmetto/Cabbage Palmetto	12-18' CT, Slick Straight Trunk	156.00	\$325.00	\$50,700.00
Add	Schefflera arboricola/Green Schefflera	3 Gal., 12" Ht. x 12" Spr., 24" O.C., Full to Base, f	555.00	\$9.00	\$4,995.00
Add	Schefflera arboricola 'trinette'/Schefflera	3 Gal., 12" Ht. X 12" Spr.	272.00	\$7.50	\$2,040.00
Add	Serenoa repens/Saw Palmetto	7 Gal., 18" Ht. x 18" Spr., 36" O.C., Full to Base a	45.00	\$30.00	\$1,350.00
Add	Shredded Melaleuca Mulch	3" Depth, Cubic Yards	95.00	\$30.00	\$2,850.00
Add	Strelitzia reginae/Orange Bird of Paradise	7 Gal., 36" Ht. X 24" Spr.	10.00	\$40.00	\$400.00
Add	Tripsacum dactyloides / Fakahatchee Grass	3 Gal., 18" Ht. x 18" Spr., 24" O.C., Full and Dens	3,267.00	\$8.00	\$26,136.00

Total Additions \$268,372.00

Total Changes in Scope \$217,650.00

Revised Contract Amount \$1,607,004.52

CHANGE ORDER NO. 6

Date of Issuance:	February 27, 2025	Effective Date:	February 27, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	23-0016
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202211
Project:	AVENIR TOWN CENTER BYPASS ROADS	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:


1	Pathhole repairs	\$2,281.88
2	Fence and trash removal	\$8,774.60
3	ADA ramp repairs	\$2,880.0
	TOTAL CHANGE ORDER =	\$13,936.48

Attachments:

- Exhibit "A" – Revised full project schedule of values provided by H AND J Contracting, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$4,330,429.00	Original Contract Times: Refer to contract Exhibit "E"

[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>5</u> : \$1,788,240.15	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None
Contract Price prior to this Change Order: \$6,118,669.15	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$13,936.48	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$6,132,605.63	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
		
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President	By: _____ Avenir Community Development District By: _____	By: _____ H and J Contracting, Inc. Jeremy Rury Vice President
Date: <u>2/27/2025</u>	Date: _____	Date: _____

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

EXHIBIT "A"

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
Project Name:	Avenir Spine Road Pothole Repair	Bid Number:	Chnage Order
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	01/07/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Spine Road Asphalt Repairs	1.00	LS	\$2,281.88	\$2,281.88

Total Bid Price: \$2,281.88

Notes:

- Change order is to repair asphalt on teh spine roads.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: H & J Contracting. Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Franz Favre franz.favre@hjcontracting.com</p>
---	--

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	Jason Pierman
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
Project Name:	Avenir Town Center Bypass Road- Fence Removal And Trash Clean Up	Bid Number:	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	08/14/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price
	06.22.24B	CAT 289 Bobcat	6.00	HR	\$140.00
	06.22.24L	CAT 938 Loader	6.00	HR	\$180.00
	06.22.24L	Labor	6.00	HR	\$60.00
	06.22.24L	Labor	6.00	HR	\$60.00
	06.22.24L	Labor	6.00	HR	\$60.00
	06.24.22L	Labor	5.00	HR	\$60.00
	06.24.24B	Cat 289 Bobcat	5.00	HR	\$140.00
	06.24.24L	CAT 938 Loader	5.00	HR	\$180.00
	06.24.24L	Labor	5.00	HR	\$60.00
	06.24.24L	Labor	5.00	HR	\$60.00
	100	1 (40YD) Dumpster	1.00	EACH	\$3,274.60
		1 (20YD) Dumpster			

Total Price for above Items: \$8,774.60

Total Bid Price: \$8,774.60

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: H & J Contracting. Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Franz Favre franz.favre@hjcontracting.com</p>
---	--

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To: Avenir Community Development District Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Contact: Manny Mato Phone: Fax:
Project Name: Avenir-Publix Entrance ADA Modification Project Location: Palm Beach Gardens	Bid Number: Change Order Bid Date: 12/04/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Remove And Modify ADA	2.00	EACH	\$1,440.00	\$2,880.00

Total Bid Price: \$2,880.00

Notes:

- Work based on client direction.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Franz Favre franz.favre@hjcontracting.com
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CHANGE ORDER NO. 4

Date of Issuance:	February 27, 2025	Effective Date:	February 27, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	SPF UNDERGROUND UTILITIES, INC. 1220 SW Dyer Point Road, Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202120
Project:	AVENIR SPINE ROAD PHASE 6	Contract Name:	Construction Contract

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

Description:

- Substation feeder install = \$57,352.93

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$285,000.00	Original Contract Times: N/A
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>3</u> : \$385,645.54	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___: None
Contract Price prior to this Change Order: \$670,645.54	Contract Times prior to this Change Order: N/A
[Increase] [Decrease] of this Change Order \$57,352.93	[Increase] [Decrease] of this Change Order None

Contract Price incorporating this Change Order:
\$727,998.47

Contract Times with all the approved Change
Orders:
None

RECOMMENDED:



By: _____
Ballbe & Associates, Inc.
Carlos J. Ballbé
President

Date: 2/27/2025

ACCEPTED:

By: _____
Avenir Community Development
District

Date: _____

ACCEPTED:

By: _____
SPF UNDERGROUND UTILITIES,
INC Scott Fruggiero
President

Date: _____

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

EXHIBIT "A"



SPF Underground Utilities, Inc.
 PO Box 880504
 Port Saint Lucie FL 34988
 United States of America

Change Order Request

Date	Change Order #
10/8/2024	100824AA

330-607-0972?

jknights@spfunderground.com

Name / Address
Avenir Community Development District Spine 6

CO	Project
	Avenir Spine 6

Attn:	Carlos/Keith
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Description	Qty	Rate	Total
Avenir Substation Spine 6 Attn: Carlos			
Labor to complete substatoin work from 9/17/24 to 10/1/24 Reg time	294.5	70.00	20,615.00
Labor to complete substatoin work from 9/17/24 to 10/1/24 OT 1/2 time	16	30.00	480.00
Multiple equipment rentals Compressor, Shoring steel plates, lifting tool, Trench boxes, Pumps, John deer 544L, attachment fork, Kobelco SK230, Well point supplies, ETC	1	34,299.83	34,299.83
Material (concrete)	1	1,958.10	1,958.10

	Total	\$57,352.93
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*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 8th 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 9th 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 14th 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 15th 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 6th - Women's Shopping Event Thursday

March 7th - Journey Tribute Band Friday

March 15th -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.

