



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
SPECIAL BOARD MEETING
APRIL 30, 2025
1:00 P.M.**

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

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

AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, Florida 33410
SPECIAL BOARD MEETING
April 30, 2025
1:00 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. February 27, 2025, Regular Board Meeting Minutes
- F. Old Business
- G. Resident Requests
 - 1. Discussion Regarding Sound and Light Abatement for Clubhouse
 - 2. Discussion Regarding Adding Trash Cans along Spine Roads
 - 3. Update on Dog Park
- H. New Business
 - 1. Consider Approval of First Amendment to the Eight Supplement Engineers Report (Parcel A-21)
 - 2. Consider Approval of Covenant to Maintain Panther National Entry Features
 - 3. Consider Approval of Fountain Relocation Proposal (Future Horizons)
 - 4. Consider Approval of Coconut Blvd Entrance Feature Pump Fencing (Superior Fence)
 - 5. Consider Approval of Lily Replacement in Apex Median (Arazoza)
- I. Change Orders
 - 1. Consider Approval of Change Order No 2 Pod 18 – Signature Walls (\$41,892.00)
 - 2. Consider Approval of Change Order No 3 Pod 18 – Jackson Land Development (\$664,038.41)
 - 3. Consider Approval of Change Order No 10 Spine Rd Phase 4 – Centerline (\$25,675.50)
 - 4. Consider Approval of Change Order No 3 Spine Rd Phase 5 – Centerline (\$28,359.95)
 - 5. Consider Approval of Change Order No 2 Spine Rd Phase 6 – Centerline (\$5,830.80)
 - 6. Consider Approval of Change Order No 1 Pod 21 Lift Station – Centerline (\$20,077.07)
- J. Consent Agenda
 - 1. Consider Ratification of Fountain Electrical Repairs (Future Horizons)
 - 2. Consider Ratification of Fire Bowl Repair Work (C&C Diversified)
 - 3. Consider Ratification of SUA Easements for the Coconut boulevard Extension

4. Clubhouse Management Update Consider Approval of Pod D Spine Road Drainage Agreement (JW Cheatham)
5. Consider Approval of Town Center Median landscape and Irrigation contract (Arazoza)

K. Clubhouse

1. Clubhouse Management Report
2. Discussion Regarding Clubhouse Restaurant Proposal
3. Discussion Regarding Extending Regency Pickleball Access to May 15
4. Consider Approval of Public Coffee Maker

L. Administrative Matters

1. Discussion Regarding Midge and Mosquito Control
2. Discussion Regarding District Office Space
3. Discussion Regarding Holiday Tree Options

M. Board Member Comments

N. Adjourn

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

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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 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:

04/18/2025

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 04/18/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$196.67
Tax Amount: \$0.00
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RYAN SPELLER
Notary Public
State of Wisconsin

AVENIR COMMUNITY DEVELOPMENT DISTRICT NOTICE OF SPECIAL BOARD OF SUPERVISORS' MEETING

The Board of Supervisors (the "Board") of the Avenir Community Development District (the "District") will hold a Special Board Meeting on April 30, 2025, at 1:00 p.m. in The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 for the purpose of considering any business that may properly come before the Board.

A copy of the agenda may be obtained from the District's website seven (7) days prior to the Special Board Meeting or at the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Telephone: (561) 630-4922 and/or toll free at 1-877-737-4922, during normal business hours.

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

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Special Board Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenircdd.org
4/18/2025 #11224117

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
FEBRUARY 27, 2025**

A. CALL TO ORDER

The February 27, 2025, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:30 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on 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. (via phone); District Engineer Carlos Ballbe of Ballbe & Associates (via phone); Developer Rep. Tanya McConnell; and Clubhouse Reps Rick Salvatore and Patrice Chiaramonte.

Also present were the following District residents:

Bruce Winter, Steven Goldberg, Bill Rosenberg, Bill Walsh, Jed Evans and Melissa Evans.

D. ADDITIONS OR DELETIONS TO THE AGENDA

1. Comments from the Public for Items Not on the Agenda (Limited to 3 Minutes Per Person)

Mr. Winters asked about an RFP issued by the City for lake maintenance. Following discussion, Mr. Winters was directed to contact the City of Palm Beach Gardens.

Mr. Rosenberg inquired about the clubhouse handbook update and expressed concern about non-patrons using the facilities.

Mr. Goldberg expressed concern over the height of the flax planted in the median outside Apex and Solana Bay. Following discussion, the Board directed staff to review it as soon as possible to ensure it meets DOT standards, and to ensure that Palm Beach Gardens approves any changes, as the City originally approved the planting. Ms. McConnell stated that she would investigate the issue.

E. APPROVAL OF MINUTES

1. January 23, 2025, Regular Board Meeting

The minutes of the January 23, 2025, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously approving the minutes of the January 23, 2025, Regular Board Meeting, as presented.

F. OLD BUSINESS

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

G. RESIDENT REQUESTS

1. Consider LaTerre Fence Request – Revocable License Agreement

A **motion** was made by Mr. Cartlidge, seconded by Mr. Lopez and unanimously passed approving the Revocable License Agreement, allowing LaTerre to install fencing in the requested area, provided there were no changes, other than those necessary to complete the agreement, as is.

2. Consider Sound and Light Abatement for Clubhouse

Following discussion, Board direction was not to move forward with hedge installation. Several audience members suggested that the residents plant a hedge on their property to help the situation.

3. Consider Additional Fountains in LaTerre and Regency Lakes

Following discussion, the Board requested pricing on moving the fountains closer to the center of the lake, as well as directing staff to determine if the fountains were installed in the correct locations, before making a decision.

4. Consider Projector and Camera Purchase for Clubhouse Meeting Room

Mr. Salvatore explained that staff had consulted an electrician to review the possibility of adding a permanent setting with a dropdown screen, but it was cost prohibitive. Alternatively, Mr. Salvatore recommended purchasing a projector, screen and camera for a not-to-exceed price of \$2,000.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed authorizing staff to purchase a remote meeting set up for the not-to-exceed price of \$2,000.

5. Discussion Regarding Regency Clubhouse Access

Following discussion, a **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed to terminate Regency's use of the District clubhouse effective May 1, 2025.

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

Resolution No. 2025-08 was presented, entitled:

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

Mr. Cartlidge asked if the standards for Palm Beach Gardens were the same as FDOT. Ms. McConnell noted that they were not FDOT roads, but that Palm Beach Gardens had high standards. Mr. Lopez noted that landscaping remained the District's responsibility – this agreement only covers the roads and rights-of-way.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2025-08, as presented.

2. Consider Coconut Boulevard DOT Agreement

Ms. McConnell explained that DOT requires a construction agreement with them. Mr. Pawelczyk noted that the agreement should be considered in substantially final form.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving the Coconut Boulevard DOT Agreement, in substantially final form.

3. Consider Randy's Holiday Lighting Proposal

Mr. Pierman presented the proposal from Randy's Holiday Lighting. Discussion ensued, with Board Members questioning the price of the holiday tree.

A **motion** was made by Mr. Cartlidge, seconded by Mr. Lopez and unanimously passed accepting the proposal without the holiday tree. The Board directed staff to investigate a less expensive tree or wreath.

4. Consider Ratification of Spine Road Replacement (Arazoza)

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously ratifying the Spine Road 1 replacements, as presented.

5. Consider Vesta Pool Maintenance Agreement Amendment (Adding Coconut Entrance)

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Vesta Pool Maintenance Agreement Amendment adding the Coconut entrance, as presented.

6. Consider Centerline Town Center Contract

Mr. Ballbe explained that the agreement was to install drainage at the Town Center. Mr. Pawelczyk noted that the agreement was subject to legal review.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed approving the agreement, subject to legal review.

7. Consider Onsite (Town Center) District Office

Mr. Pierman explained that, as the District grows, a full-time management presence is necessary. There is currently a 1,000 square foot office available in the Town Center for \$59,000 annually. Mr. Pierman noted that the District could sublet space to HOAs to reduce the cost to the District. Mr. Cartlidge asked if staff had looked across the street on Northlake, and that he would like to see buy-in from the HOAs to determine the real cost to the District before taking action.

8. Consider Additional Dog Waste Stations

Mr. Pierman explained that dog waste was becoming an issue along Avenir Drive and Coconut Boulevard and suggested adding additional dog waste stations at a cost of \$300/each.

Following discussion, a **motion** was made by Mr. Cartlidge, seconded by Mr. Lopez and unanimously passed to install 10 additional dog waste stations for a total cost of \$3,000.

I. CHANGE ORDERS

1. Consider Arazoza Change Order Corrections

Mr. Ballbe explained that there had been mistakes in number four Arazoza Change Orders, in which CO No. 2 was duplicated, and subsequent CO No's were incorrect. He also noted that CO No 2, now No. 3, should have been a deduction, not an increase. The end result was a reduction of \$74,644. Mr. Ballbe requested approval for the administrative corrections.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the administrative corrections relative to the Arazoza Change Orders, as presented.

2. Consider Spine Road Phase 6 CO No. 2 – (Arazoza) Landscape Plan Revisions (\$217,650)

Mr. Ballbe explained that Spine Road Phase 6 CO No 2 was for plan revisions between the bid and plan approvals and was based on unit prices in the contract in the amount of \$217,650.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously approving the Arazoza Landscape Plan Revisions in the amount of \$217,650 for the Spine Road Phase 6 CO No. 2, as presented.

3. Consider Town Center Bypass Roads CO No. 6 – (H&J) Miscellaneous Items (\$13,936.48)

Mr. Ballbe explained that Town Center Bypass Roads CO No 6 was for pothole repairs, fence and trash removal, and ADA ramp repairs, in the amount of \$13,936.48.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously approving the Town Center Bypass Roads CO No 6 (H&J) Miscellaneous Items in the amount of \$13,936.48, as presented.

4. Consider Spine Road 6 CO No. 4 – (SPF Contract) Substation Additional (\$57,352.93)

Mr. Ballbe explained that Spine Road 6 CO No 4 was in the amount of \$57,352.93 for an FPL substation at the end of Avenir Drive.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed unanimously approving the Spine Road 6 CO No. 4 (SPF Contract) Substation Additional in the amount of \$57,352.93, as presented.

J. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore provided an update on the access control system, explaining that the vendor had found some small items that needed to be addressed for the system to be completed, which should be done in the coming weeks. He also noted that the new Clubhouse furniture should arrive in approximately eight weeks.

Mr. Salvatore presented a proposal from Arazoza for flower rotation at the Clubhouse in the amount of \$2,805.

Following discussion, a **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving the ongoing seasonal flower rotations for an amount not-to-exceed \$3,000 per rotation.

Mr. Salvatore noted that several lights around the Clubhouse were not working and presented a proposal in the amount of \$9,650 to replace them. Following discussion, Mr. Cartlidge recommended contacting Kast to see if they were still covered or determine if they were installed correctly.

Mr. Salvatore discussed the tennis and pickle ball reservation system, noting that there were issues.

Following discussion, a **motion** was made by Mr. Cartlidge, seconded by Ms. Schechter and unanimously passed to table this item until the access system is operational.

Ms. Chiaramonte provided a recap of events that took place at the Clubhouse over the past month and highlighted upcoming events.

K. ADMINISTRATIVE MATTERS

1. Discussion Regarding Littoral Trees

Mr. Pierman explained that several residents had complained about the bald cypress trees around the lakes, and suggested engaging UDK to request from the City an administrative allowance that would enable residents to have options for replacement at the residents' expense.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed to engage UDK to work with the City on options.

2. Discussion Regarding Meeting Call-In Access

Mr. Pierman explained that the new phone conference system allowed for callers to listen in on the meeting without participating. In conversations with Mr. Pawelczyk, there were questions concerning the legality of offering this option, but asked if the Board would like to explore it.

Following discussion, a **motion** was made by Mr. Cartlidge, seconded by Ms. Schechter and unanimously passed allowing muted call-ins, subject to legal review.

L. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Schechter, seconded by Mr. Cartlidge and passed unanimously adjourning the Regular Board Meeting at 1:57 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

From: [Sharel Shindler](#)
To: [Jason Pierman](#)
Subject: Avenir
Date: Tuesday, April 1, 2025 10:37:25 AM

Hi Jason

I live in La Terre ant 12233 Waterstone Circle . I wanted to make a suggestion to add to what I'm sure is a long list!

I think it would be beneficial to have a garbage can for each neighborhood along Avenir Drive. There's so much garbage coming off of trucks or blowing from the wind or water bottles from construction workers etc and there is only one can that I've found in addition to the clubhouse location...

Neighbors pick up but have to carry garbage home to throw away!

Thanks for your consideration. Again I know there is a long list!

Soon there will be lots of traffic and we will need to illuminate the stop signs as well..

Just trying to keep the neighborhood clean and safe!

Thank you!

Sharel Shindler
Compass Realtor
847.331.3304

AVENIR
COMMUNITY DEVELOPMENT DISTRICT



**FIRST AMENDMENT TO THE EIGHTH
SUPPLEMENTAL ENGINEER'S REPORT**

(PARCEL A-21 PROJECT)

Prepared for:
Board of Supervisors
AVENIR Community Development District

Prepared by:



BALLBÉ & ASSOCIATES, INC.
3564 N. Ocean Boulevard
Fort Lauderdale, FL 33308
(954) 491-7811

Project Number:
201622

April 25, 2025

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LIST OF EXHIBITS

Exhibit 1	Location Map / CDD Boundary
Exhibit 2	Assessment Area Two
Exhibit 3	Parcels A-21 Sub-Assessment Areas Plan
Exhibit 4	Avenir Parcel A-21 Survey
Exhibit 5	Avenir Parcel A-21 Legal Description
Exhibit 6	Avenir Parcel A-21 Site plan
Exhibit 7	Avenir Parcel A-21 Plat

PART I: INTRODUCTION

The Eighth Supplemental Engineer's Report, dated October 22, 2024 (the "2024 Report") was prepared by Ballbé & Associates, Inc. (the "District Engineer") on behalf of the Avenir Community Development District Board of Supervisors (the "Board"), the governing body of the Avenir Community Development District (the "District" or "CDD") for the purposes of providing the status of the permitting and cost estimates of certain site infrastructure improvements related to a certain defined areas within the District herein referred to as **Parcel A-10, Parcel A-11, and Parcel A-21** (collectively, the "Projects"). The intent of this First Amendment to the Eighth Supplemental Engineer's Report (Parcel A-21 Project) (the "A-21 Report") is to amend the 2024 Report, as it pertains specifically to the public infrastructure project benefitting **Parcel A-21**. **Parcel A-21** is located within Assessment Area Two as depicted on the attached **Exhibit 2**. Such area is referred to herein as the "Parcel A-21 Sub-Assessment Area," as depicted on the attached *Exhibit 3*.

This A-21 Report summarizes the extent, nature, cost and benefits of the proposed infrastructure improvements for the Parcel A-21 Project, as more particularly described herein.

Information provided in this A-21 Report was obtained by the District Engineer who has considered and in certain instances relied upon opinions, information and documentation prepared or supplied by others, which may have included public officials, public entities and representatives of Avenir Development, LLC, Special District Services, Inc. (the "District Manager") and other professionals and contractors.

PART II: AMENDMENTS

A. Part II, subsection C of the 2024 Report is hereby supplemented to add subsection C(1), entitled “Parcel A-21 Sub-Assessment Areas General Information” to more particularly describe the Parcel A-21 Sub-Assessment Area and to amend and describe the Parcel A-21 Project, as follows:

C(1). Parcel A-21 Sub-Assessment Areas General Information

The public infrastructure improvements providing a direct and special benefit to Parcel A-21 Sub-Assessment Areas will be constructed in one or more phases, and the District intends to construct and/or finance a portion of the following infrastructure improvements constituting the Projects:

Improvement Description
Water Management
Water distribution and sewage collection system
Landscape & irrigation
Perimeter walls for sound abatement and retaining walls for flood protection, hardscape, sidewalks and differential cost of undergrounding electrical utilities

Below is the planned use for the Parcel A-21 Project within the corresponding Parcels A-21 Sub-Assessment Area within Assessment Area Two, as applicable:

Parcel I.D.	Product/Use	No. of Units
A-21	50'x130' residential lot	204
Total Number of Units =		204

The Parcel A-21 Project will be constructed in one or more phases as listed below:

Parcel I.D.	Product Type (Lot Size)	No. of Units
A-21 Phase One	50 ft	143
A-21 Phase Two	50 ft	61
Total A-21 =		204

The infrastructure improvements constituting the Parcel A-21 Project required for the Parcel A-21 Sub-Assessment Area consist of public improvements, community facilities and basic infrastructure needed to serve the Parcel A-21 Sub-Assessment Area. Said improvements will be funded in part by the District throughout the issuance of its Special Assessment Bonds issued in one or more series for the Parcel A-21 Sub-Assessment Area (collectively, the "Bonds"). Certain portions of the Parcel A-21 Project will be financed by the Bonds, the interest rate of which will be included in gross income for federal income tax purposes (herein, the "Taxable Bonds").

Below is a description of the *public* improvements constituting the Parcel A-21 Project to be funded in whole or part by the District with the Bonds, including the Taxable Bonds:

1. Bonds (Parcel A-21 Project)

The Bonds will fund the public infrastructure improvements for the Parcel A-21 Project within the Parcel A-21 Sub-Assessment Area consisting of the following:

- Water management and erosion control systems and facilities and easements to be maintained by the CDD (excludes costs of transporting to, and placement of, fill on private lands).
- Site preparation drainage system, excluding any grading on private lands, including the grading associated with initial construction of lots and home construction.
- Water distribution system and any impact fees.

- Sewage collection system and any impact fees.
- Curb and gutter that are part of the water management system.
- Landscape and irrigation in areas to be owned and maintained by the CDD.
- Landscape buffer areas.
- Paths and sidewalks in public areas and public easements to be maintained by the CDD.
- Parks and common area hardscape.
- Common area landscape and irrigation.
- Differential cost of undergrounding electrical utilities.
- Entry features & gates.
- Permit fees, water and sewer capacity charges, soft cost for professional design, management fees, improvements related soft cost associated with the development that may be financed with the Bonds.

B. Part III of the 2024 Report is hereby supplemented to add subsection PART III(1), entitled “PLANNED IMPROVEMENTS – PARCEL A-21 PROJECT,” summarizing the planned improvements constituting Parcel A-21 Project, as follows:

PART III(1): PLANNED IMPROVEMENTS – PARCEL A-21 PROJECT

Following is a brief summary of the anticipated public infrastructure improvements, constituting the Parcel A-21 Project, to be constructed for the benefit of the District:

A. *Water Management & Erosion Control*

Pursuant to the Conceptual Environmental Resources Permit issued by South Florida Water Management District for the Avenir development, the Projects are required to provide a series of culverts and catch basins to route the surface water runoff to the existing lakes owned by the CDD. Also, the land within the Parcel A-21 Sub-Assessment Areas needs to be graded towards the roads for erosion control purposes and a pollution and sedimentation control plan needs to be implemented for the duration of the construction of the required improvements. The road rights-of-way will need to be graded to meet water management requirements.

B. *Sewage Collection System*

The Parcel A-21 Project is located within the Seacoast Utility Authority (“SUA”) sewer service area. Subject to prevailing fees, charges, policies and practices, SUA proposes to provide sanitary sewer service collection, distribution and treatment. Currently, SUA does not have the facilities in place to service the site and therefore, will be providing service thru the existing Interlocal Agreement between Palm Beach County and Seacoast Utility Authority for the Purchase and Sale of Bulk Potable Water and Wastewater Service.

Existing and Proposed Sewage Collection Improvements

The proposed improvements for the sewage collection system comprising a portion of the Projects consists of a network of gravity mains and sewer services which will collect and discharge the generated sewage flow from the residential units within Parcel A-21 Sub-Assessment Area to a proposed lift station which will pump the generated flow to an existing force main located on Avenir Drive.

Existing Sewage Treatment Facilities

Sewage treatment will be provided by the East Central Regional Wastewater Treatment Facilities Operation Board (“ECR”) which is funded

and governed by a board comprised of the representatives of the entities served by that facility, namely: the City of West Palm Beach, the City of Lake Worth, the City of Riviera Beach, the Town of Palm Beach, and the County. The ECR is licensed to function under specific guidelines by the State of Florida and the U.S. Environmental Protection Agency.

Currently, the plant is treating approximately 45 million gallons per day and therefore, the plant has adequate capacity to treat the anticipated flow for the Projects.

Regulation Compliance

The proposed sewage collection/transmission system will be designed to meet the requirements of the following permitting agencies:

- Seacoast Utility Authority
- Palm Beach County Water Utilities Department
- City of West Palm Beach
- Palm Beach County Health Department
- Florida Department of Environmental Protection
- City of Palm Beach Gardens
- ECR

C. *Water Distribution System*

The Parcel A-21 Project is located within the Seacoast Utility Authority ("SUA") domestic water service area. Subject to prevailing fees, charges, policies and practices, SUA proposes to provide domestic water service, distribution, and treatment. Currently, SUA does not have the facilities in place to service the site and therefore, will be providing service thru an existing Interlocal Agreement between Palm Beach County and Seacoast Utility Authority for the Purchase and Sale of Bulk Potable Water and Wastewater Service. SUA will require the payment of capacity charges prior to approving the construction drawings for the proposed system.

Existing and Proposed Water Distribution System Improvements

The proposed improvements for the water distribution system comprising the Parcel A-21 Project consist of the installation of a water main, fire hydrants and water services. The system will be connected to an existing water main located along Avenir Drive.

Regulation Compliance

The proposed water distribution system will be designed to meet the requirements of the following permitting agencies:

- Seacoast Utility Authority

- Palm Beach County Water Utilities Department
- City of West Palm Beach
- Palm Beach County Health Department
- Florida Department of Environmental Protection
- City of Palm Beach Gardens

D. Access Roads

In order to comply with the water management requirements for the Projects, a stabilized access road needs to be provided and graded to direct the surface water runoff to the catch basins. Also, as required by the permitting agencies and the City of Palm Beach Gardens Code of Ordinances, the road will provide access to the public utility providers during construction of the public improvements (Fire/Police/EMS) constituting the Parcel A-21 Project. The roadway components include, but are not limited to, grading the road right-of-way and curbing which are related to the storm water management system. These improvements will be located within Parcel A-21 Sub-Assessment Area and will benefit the assessable land therein.

E. Landscape, Buffers, Paths, Sidewalks and Irrigation

Pursuant to the City's approved site plan for the Projects, the landscape, buffers, paths, sidewalks and irrigation improvements in common areas and easements to be owned or maintained by the CDD will be constructed to meet the conditions of approval in accordance with local regulations. Only landscape, buffers, paths, sidewalks and irrigation improvements outside of the hard gate will be financed with the proceeds of the Bonds, will be located within Parcels A-21 Sub-Assessment Area and will benefit the assessable land therein.

F. Hardscape and Walls

Pursuant to the City's approved site plan for the Projects, the entry features and sound barrier walls/fences and gates in common areas and easements to be owned or maintained by the CDD will be constructed to meet the conditions of approval in accordance to in accordance to local regulations. The perimeter wall and hardscape at the entrance of Parcel A-21 will be financed with Non-Taxable bonds. The interior walls, hardscape, gate, common area and sidewalks will be financed with the Taxable Bonds, and will be located within Parcel A-21 Sub-Assessment Area and will benefit the assessable land therein.

C. Part V of the 2024 Report is hereby supplemented to add subsection PART V(1), entitled "COST SUMMARY – PARCEL A-21 PROJECT," as follows:

PART V(1): COST SUMMARY – PARCEL A-21 PROJECT

The planned improvements comprising the Parcel A-21 Project construction cost estimates to be financed by the District are as follows:

1. Non-Taxable Bonds

The estimated costs for the public infrastructure constituting the Parcel A-21 Project to be funded by the District through the issuance of the non-taxable Bonds are as follows:

Item No.	RESIDENTIAL PARCEL COSTS DESCRIPTION (Parcel A-21)	Phase 1 Estimate Cost	Phase 2 Estimated Cos	Total Estimated Cost
1	Water Management	\$3,596,157	\$1,162,080	\$4,758,240
2	Water distribution and sewage collection system	\$3,277,120	\$1,048,770	\$4,325,890
3	Landscape & irrigation	\$1,066,250	\$98,580	\$1,164,830
4	Perimeter walls for sound abatement and retaining walls for flood protection, hardscape at entrance, sidewalks and differential cost of undergrounding electrical utilities	\$1,781,060	\$98,580	\$1,879,640
	TOTAL =			\$12,128,600

Soft Cost, Permit Fees, General Conditions:

The items listed above include consulting fees and soft costs fees for planning, design, engineering, and surveying, permitting fees, appraisals, legal and administrative fees, water and sewer capacity fees, City and County impact fees pertaining the site infrastructure and project management related to the Parcel A-21 Project. The City, County and State impose permit fees for the construction of the proposed infrastructure improvements. These fees vary depending on the type of work involved and are usually based on a percentage of the total cost of the work.

2. Taxable Bonds*

The estimated costs for the infrastructure comprising the Parcel A-21 Project to be funded by the District through the issuance of the Taxable Bonds are as follows:

Item No.	RESIDENTIAL PARCEL COSTS DESCRIPTION – Parcel A-21	Phase 1 Estimate Cost	Phase 2 Estimated Cos	Total Estimated Cost
1	Landscape & irrigation	\$178,780	\$0	\$178,780
2	Walls, Hardscape, Gate, Common Area & Sidewalks	\$1,193,800	\$102,020	\$1,295,820
	TOTAL =			\$1,474,600

*These improvements are located behind hard gates.

Soft Cost, Permit Fees, General Conditions:

The items listed above include consulting fees and soft costs fees for planning, design, engineering, and surveying, permitting fees, appraisals, legal and administrative fees, water and sewer capacity fees, City and County impact fees pertaining the site infrastructure and project management related to the Parcel A-21 Project. The City, County and State impose permit fees for the construction of the proposed infrastructure improvements. These fees vary depending on the type of work involved and are usually based on a percentage of the total cost of the work.

D. Part VI of the 2024 Report is hereby supplemented to add subsection PART VI(1), entitled “CONCLUSION – PARCEL A-21 PROJECT,” as follows:

PART VI: CONCLUSION – PARCEL A-21 PROJECT

A. *Benefits and Costs:*

The planned improvements described herein will provide a direct and special benefit to all owners of the properties and residential parcels within the Parcel A-21 Sub-Assessment Area. Also, the construction and maintenance of the improvements comprising the Parcel A-21 Project will benefit said owners and properties. In all cases the price to be paid by the District for the improvements comprising the Parcel A-21 Project will be the lower of the actual cost of such improvements or the fair market value.

B. *Recommendations:*

The District will need to obtain revenues for the purpose of funding the construction of the required public improvements listed in this A-21 Report. The Bonds to be issued in one or more series in connection with the development of the Parcel A-21 Sub-Assessment Area will be secured by the levy of special assessments levied against the assessable lands in Parcel A-21 Sub-Assessment Area within Assessment Area Two.

C. *Modifications to the Report:*

It may be necessary to make changes and modification to the planned improvements during the planning, permitting and construction stages of the public infrastructure. It is not expected that the changes and modifications will significantly impact the information and conclusions contained in this report.

Based on the information obtained to date and the recommendations listed in the reports prepared by various consultants associated with the Parcel A-21 Project, it is our opinion that as set forth in the approval requirements from the applicable governmental entities, the lands within Parcel A-21 Sub-Assessment Area in the District can be developed for its intended use.

The estimated cost associated with the planned improvements comprising the Parcel A-21 Project is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for on-going and similar items of work in the area. The labor market, future costs of equipment and material, and the actual construction process are all beyond our control. Due to this inherent

opportunity for fluctuation in cost, the total final cost may be more or less than the estimated value. The professional services for establishing the opinion of estimated construction cost are consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

It is our opinion that the direct and special benefits to be received by the landowners and residents within the designated area securing the Bonds within the District as a result of the construction and acquisition of the infrastructure constituting the Parcel A-21 Project within Parcel A-21 Sub-Assessment Area are at least equal to the cost thereof.

PART III.

The 2024 Report is amended and supplemented as provided in this A-21 report. In all other respects, the 2024 Report is hereby ratified, reaffirmed and shall remain in full force and effect as provided by its terms.

I hereby certify that the foregoing is a true and correct copy of the First Amendment to the Eighth Supplemental Engineer's Report (Parcel A-21 Project) for the Avenir Community Development District.

Sincerely,

BALLBÉ & ASSOCIATES, INC.



April 9, 2025

Carlos J. Ballbé
For the Firm
Registered Engineer No. 41811
State of Florida

EXHIBITS

Exhibit 1	Location Map / CDD Boundary
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Exhibit 2	Assessment Area Two Plan
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Exhibit 3	Parcel A-21 Sub-Assessment Area Plan
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Exhibit 4	Avenir Pod 21 Survey
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Exhibit 5	Avenir Pod 21 Legal Description
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Exhibit 6	Avenir Pod 21 Site Plan
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Exhibit 7	Avenir Pod 21 Plat
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Instrument Prepared By and Return to:

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

Folio No(s). _____

**COVENANT TO MAINTAIN
(Panther National Boulevard Entrance Features)**

KNOW ALL MEN BY THESE PRESENTS that the **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “Owner” or the “District”), having its address at c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida, hereby makes, declares and imposes on the lands herein described, this Covenant to Maintain containing the covenants running with the title to the lands described herein (the “Covenant”), which Covenant shall be binding on Owner and its heirs, successors, successors-in-title, and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them.

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of certain real property situated within the boundaries of the District, within the City of Palm Beach Gardens, Palm Beach County, Florida, and in the vicinity of the intersection of Panther National Boulevard and Northlake Boulevard, which property is more particularly described in Exhibit “A” attached hereto and made a part hereof (the “District Property”); and

WHEREAS, the Owner has received approval from the City of Palm Beach Gardens, a Florida municipal corporation (the “City”), to construct on District Property certain entrance feature improvements, including, but not limited to, concrete entry features, including appurtenant fountains, water trellis, metal roof, electrical and lighting (collectively, the “Planned Community Development Entry Features” or the “PCD Entry Features”), which PCD Entry Features are or, upon construction, will be owned by and be the maintenance responsibility of the Owner; and

WHEREAS, the City has adopted Resolution 25, 2025 on April 3, 2025 (“City Approval”) approving the permitting the construction of the PCD Entry Features by Owner on District Property as described in the petition (SPLN-23-08-0002) submitted to the City Planning and Zoning Department, subject to the recording of this Covenant in the Public Records of Palm Beach County, Florida; and

WHEREAS, the Covenant is being required by the City to assure the City that the PCD Entry Features will be continually and properly maintained by the Owner, that the the PCD Entry Features are maintained in good condition and repair in perpetuity in accordance with the City Approval; and

WHEREAS, the Owner intends to maintain the PCD Entry Features as provided herein and in accordance with the City Approval.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and other good and valuable considerations:

1. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Covenant by Owner in favor of the City.

2. The Owner shall be responsible to maintain the PCD Entry Features located on the District Property at its sole cost and expense in a manner consistent with its maintenance of similar improvements throughout and the overall appearance of the District. Maintenance includes the timely payment for all utility charges (i.e. electric, irrigation) associated with the PCD Entry Features.

3. It is hereby understood and agreed that any official inspector of the City, or its duly authorized agents, may have the privilege at any time of entering the District Property to inspect the same for compliance with this Covenant.

4. In the event the District conveys ownership of the subject District Property to any other entity the District will retain a maintenance easement and right of entry upon the current District Property by ensuring that appropriate maintenance easement and right of entry language is included in the document effectuating conveyance. Any such conveyance will be recorded in the Official Records of Palm Beach County.

5. Nothing in this Covenant is intended to limit, restrict, or prohibit the Owner's right to modify, change, add to, or remove any PCD Entry Features, subject to any permit requirements of the City, provided such action is not inconsistent with the intent of this Covenant.

6. This Covenant shall be and constitutes a covenant running with the land in favor of the City, and shall remain in full force and effect and be binding on the undersigned, its heirs, successors, successors-in-title, assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them, until such time as this obligation has been canceled by an affidavit filed in the Public Records of Palm Bech County, Florida by the City.

7. The Owner does hereby warrant that this Covenant has been duly executed by the proper officer of the Owner and with the approval of the Board of Supervisors of the Avenir Community Development District.

3
Page 34

Exhibit “A”

District Property

DESCRIPTION:

A PORTION OF TRACT R1 AND TRACT RBE1, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 135, PAGE 113 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT R1, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 135, PAGE 113 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 59°29'41" WEST, A DISTANCE OF 56.99 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 89°20'55" WEST, A DISTANCE OF 35.00 FEET; THENCE, NORTH 00°39'05" EAST, A DISTANCE OF 43.00 FEET; THENCE, SOUTH 89°20'55" EAST, A DISTANCE OF 35.00 FEET; THENCE, SOUTH 00°39'05" WEST, A DISTANCE OF 43.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,505 SQUARE FEET, 0.035 ACRES, MORE OR LESS.

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

TOGETHER WITH:

A PORTION OF TRACT R1 AND TRACT RBE4, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 135, PAGE 113 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R1, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 135, PAGE 113 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 57°42'06" EAST, A DISTANCE OF 50.06 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 00°39'05" EAST, A DISTANCE OF 43.00 FEET; THENCE, SOUTH 89°20'55" EAST, A DISTANCE OF 35.00 FEET; THENCE, SOUTH 00°39'05" WEST, A DISTANCE OF 43.00 FEET; NORTH 89°20'55" WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,505 SQUARE FEET, 0.035 ACRES, MORE OR LESS.

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

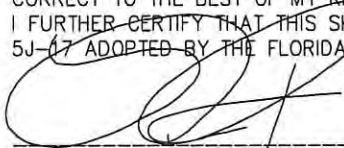
NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 89°20'55" WEST ALONG THE SOUTH LINE OF TRACT R1, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 135 PAGE 113, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MARCH 31, 2025.

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


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

SHEET 1 OF 2**CAULFIELD & WHEELER, INC.**

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

**PANTHER NATIONAL BOULEVARD
POD ENTRY FEATURES
SKETCH OF DESCRIPTION**

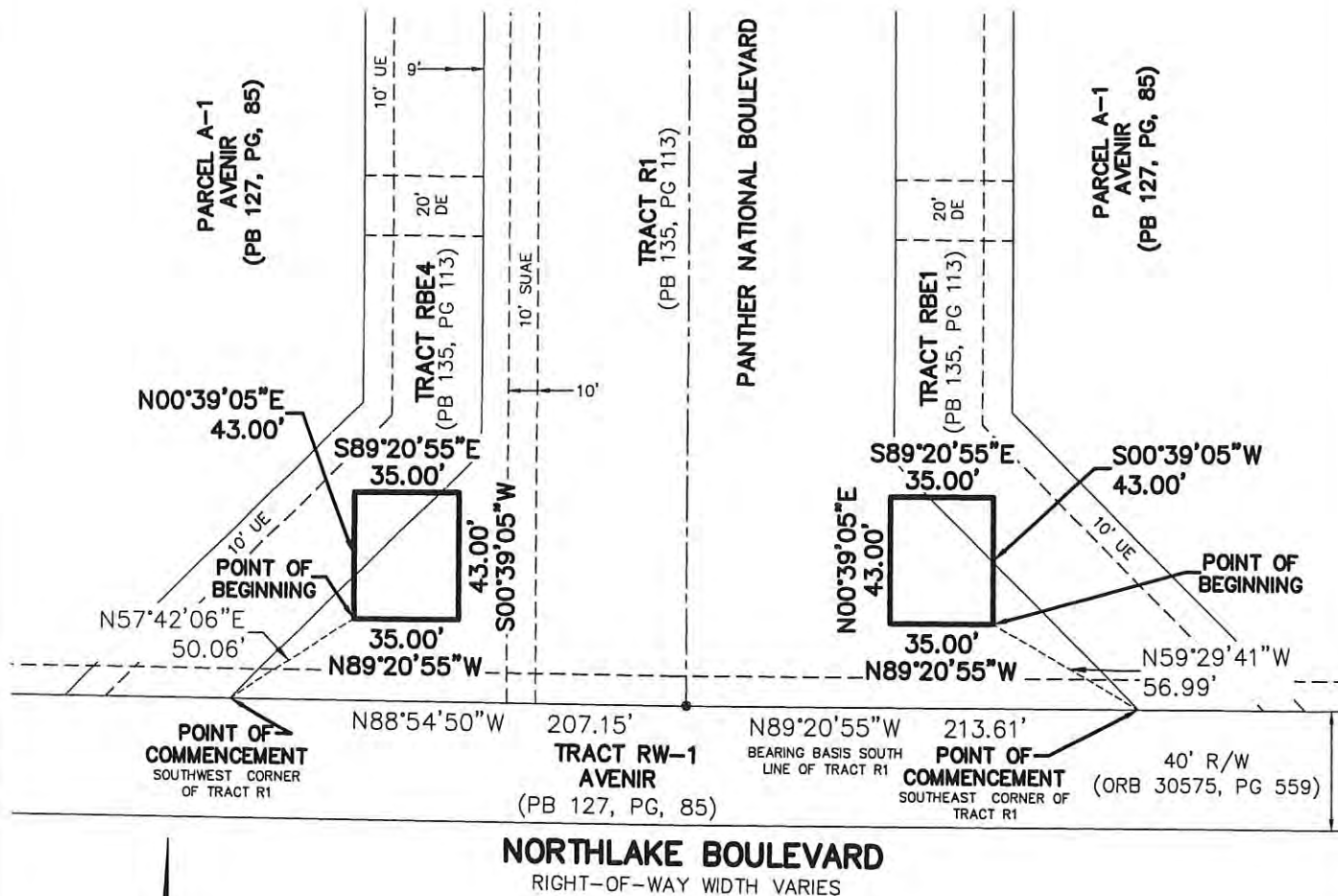
DATE 03/31/2025

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



GRAPHIC SCALE



(IN FEET)

1 INCH = 60 FT.

LEGEND:

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

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.

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

PANTHER NATIONAL BOULEVARD
PCD ENTRY FEATURES
SKETCH OF DESCRIPTION

DATE	03/31/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

Future Horizons, Inc

403 N First Street
PO Box 1115
Hastings, FL 32145
USA

Voice: 904-692-1187
Fax: 904-692-1193

QUOTATION

Quote Number: 3206
Quote Date: Mar 31, 2025
Page: 1

Quoted To:

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

Customer ID	Good Thru	Payment Terms	Sales Rep
Avenir01	4/30/25	Net 30 Days	Blackburn04

Quantity	Item	Description	Unit Price	Amount
		ATTN: JASON PIERMAN RE: MOVE EAST FOUNTAIN APPROXIMATELY 500' TO NEW LOCATION		
600.00		8/4 Underwater Cable (unit)	8.81	5,286.00
600.00		6/3 Underwater Cable (lights)	11.49	6,894.00
2.00		Splice Kits	188.35	376.70
1.00		Anchor Kit	75.00	75.00
1.00	Aerator Service	Labor to splice cables, pull up existing cable, move unit to new location	2,000.00	2,000.00
There will be a 5% Administrative fee for credit card amounts over \$1,000.00			Subtotal	14,631.70
			Sales Tax	
Should legal services become necessary in collection of the outstanding debt of this quote it would become the financial obligation of the proposed client.			Freight	750.00
			TOTAL	15,381.70

01:27

Why Choose Us?

- [▶ The Superior Experience](#)
- [▶ Communication & Notification](#)
- [▶ Customer Service & Live Dashboard](#)
- [▶ Commercial Services](#)
- [▶ Fence Appearance](#)
- [▶ Reviews & Reputation](#)

Jorge Rodriguez #6

12255 Avenir Drive
Palm Beach Gardens, FL 33412

PAY FOR YOUR PROJECT WITH:



CLICK HERE TO GET A CREDIT DECISION IN SECONDS

⚠ Proposal Has Expired





\$199 per month

6' Commercial Grade Black Chain link

6'H Commercial Black Vinyl Coated Chain-Link

☐ Black

Features & Benefits

- Superior Chain Link Specification
- Includes Top Rail & Tension Wire
- Commercial Grade Framework

Specifications

- **Post:** 2" // 2-1/2"
- **Rail:** 1-5/8" x 21'
- **Picket:** 9 ga.

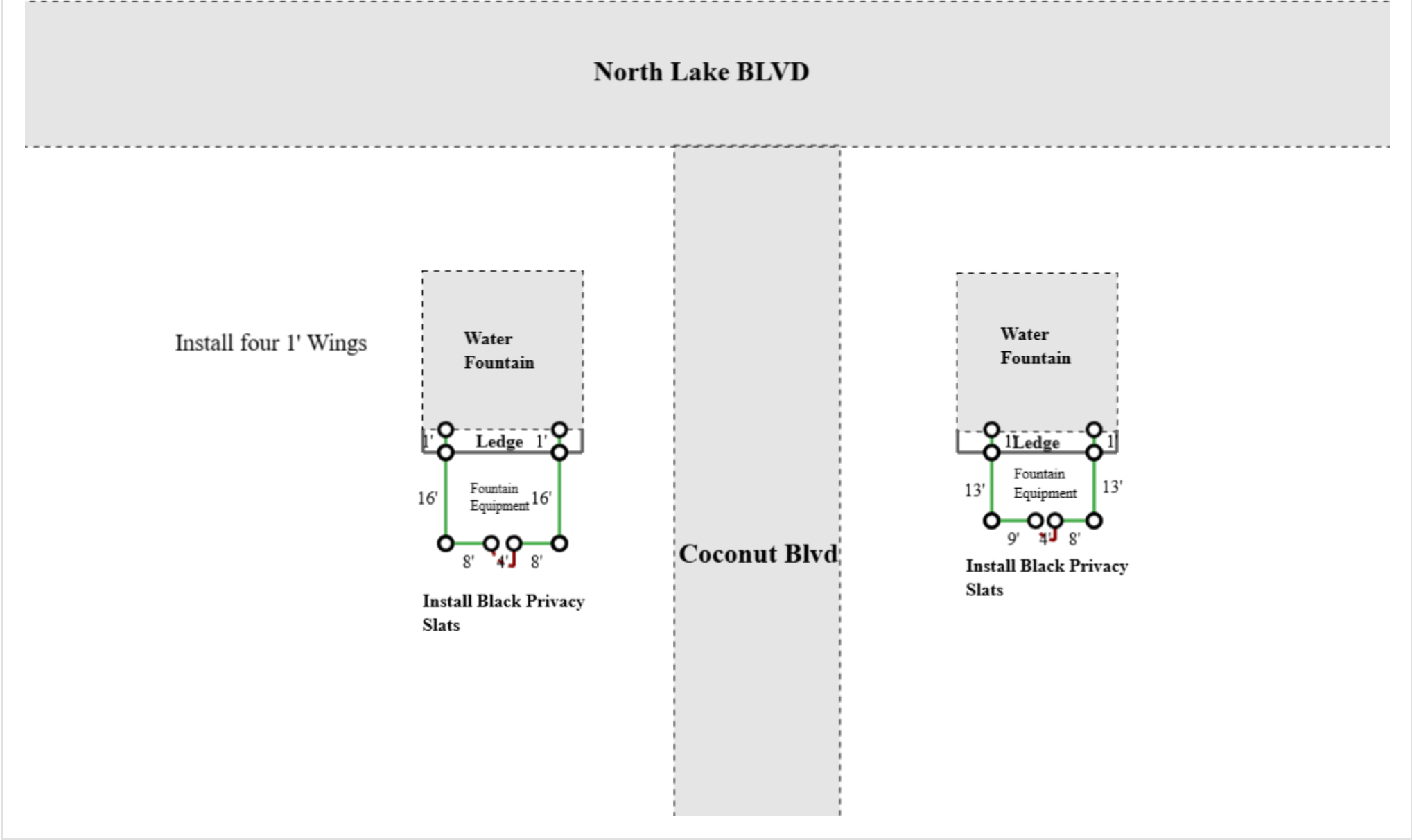
Warranty

- 15-year Limited Warranty
- 3 Year Workmanship Warranty

The image shown is a representation of the style of the fence, and not meant to be a specification of the height, color, or grade.

6' Commercial Grade Black Chain link - 95 LF

6'H Commercial Black Vinyl Coated Chain-Link



FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE BASED ON THE FIELD MEASUREMENTS, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FOOTAGE USED, AS SET FORTH IN THE TERMS AND CONDITIONS.

Included in the job

- (2) 4ft SS Standard Gate, Standard Latch
- (100 Linear Feet) Privacy Slats 8'high or less (round up to 10' increments)

Job Notes

This estimate is to include 6' Commercial Grade black chain link with privacy slats. Price includes install, labor, and materials.

No returns for special order products

"ABOVE AND BEYOND"

This company was a pleasure to deal with from the time we started our project you could tell that customer service was very important to them. This showed in the way they explained the project to making sure that every deadline was met. I would deal with the company again because they showed great integrity in business.



Judith Volger

15,403
Certified
Reviews

★★★★★ 4.7

6' Commercial Grade Black Chain link

Proposal has expired! Please contact your sales rep for a refreshed proposal.



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

Proposal**W.O. Date:** 04/24/2025**W/O # 25****Attn:** No Contact**Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
Green Liriope	1 Gallon	265.00	\$12.00	\$3,180.00
Brown Mulch	Bag	140.00	\$5.50	\$770.00
Delivery		1.00	\$150.00	\$150.00
Disposal/Grading		1.00	\$200.00	\$200.00
Labor	Hour	16.00	\$50.00	\$800.00
Irrigation Inspection and Repairs		1.00	\$150.00	\$150.00
			Grand Total	\$5,250.00



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 \$5,250.00

* 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.



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

* 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: _____

Submitted By: _____ Date: _____

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

CHANGE ORDER NO. 2

Date of Issuance:	April 29, 2025	Effective Date:	April 29, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens FL 33410	Owner's Contract No.:	N/A
Contractor:	SIGNATURE PRIVACY WALLS OF FLORIDA, INC. 1888 NW 21 st Street Pompano Beach, FL 33069	Contractor's Project No.:	#061324-N6
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202033
Project:	AVENIR POD 18	Contract Name:	Precast Concrete Retaining Wall

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

Description:

- Conservation area wall \$15,450.00
- PN Blvd wall \$26,442.00
- Total change order = \$41,892.00

Attachments:

- Exhibit "A" – Revised full project schedule of values provided by Signature Privacy Walls of Florida, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$717,695.00	Original Contract Times: Refer to contract Exhibit "B"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$539,359.56	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____: None

Contract Price prior to this Change Order: \$1,257,054.56		Contract Times prior to this Change Order: Refer to contract Exhibit "B"	
[Increase] [Decrease] of this Change Order \$41,892.00		[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$1,298,946.56		Contract Times with all the approved Change Orders: None	
RECOMMENDED:  By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: <u>04/29/2025</u>	ACCEPTED: By: _____ Avenir Community Development District By: _____ Date: _____	ACCEPTED: By: _____ Signature Privacy Walls of Florida, Inc. Nick Solomon Sales Manager Date: _____	

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

EXHIBIT "A"

KENCO COMMUNITIES AT AVENIR II, LLC

1555 PALM BEACH LAKES BLVD - STE 1500

WEST PALM BEACH, FL 33401

(561) 997-5760



Kenco Communities

TRANSMITTAL FORMPROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **04/14/25**

Attn: Carlos Ballbe

Company: Ballbe & Associates, Inc.

3564 N. Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order(s) & return to my attention once approved by CDD
for Distribution to Subcontractor

CHANGE ORDER #	VENDOR NAME	DESCRIPTION	AMOUNT
3	Jackson Land Development	Striping & Signage	\$ (80,769.60)
		Spread & Import Fill	\$ 7,376.61
		Entrance & Sidewalk	\$ 11,563.15
		Total	\$ (61,829.84)
2	Signature Privacy Fence	Conservation Area	\$ 15,450.00
		Precast PN Blvd Wall	\$ 26,442.00
			\$ 41,892.00
		TOTALS	\$ (19,937.84)

Prepared by: Danica BahaderTitle: ControllerSignature: Date: 4.14.25



Proposal For



Date: 3/3/2025

Proposal # 061324-N5- REV3

Expires: 4/3/2025

CHANGE ORDER #5

Sold To: Kenco Communities at Avenir

Project: Avenir POD 18

6' tall buffer wall

Palm Beach Gardens, FL

Contact: Vincent Veccharella

cell: 954-410-9239

vveccharella@gokenco.com

Sales/PM: Nick Solomon

cell: 727-458-0018

nick@signatureprivacywalls.com**Project Description / Overview:**

- Repaint the entire outside (wetland side) of the installed retaining wall: we are being asked to repaint the entire outside of the wall (wetland side) to cover up all of the nicks, scratches, tire marks, etc. that happened during the grading after the wall was already painted.

Quoted Line Items				
Item	Description	Quantity / LF	Sales Rate	Total \$
1	Signature Specified Paint- 1 Color (color to be provided by buyer)- outside of wall only (original price for painting the entire wall was \$5.50 / LF)	6,180	\$2.50	\$15,450
Grand Total =			\$15,450	

Seller: Signature Privacy Walls of FL, Inc.


Nick Solomon, Sales Manager

Buyer: Kenco Communities at Avenir


Signature

Name & Title

Date


Vincent P. Veccharella 3-5-25

CDD - Walls + Entry
Pre Cast PN Blvd Wall

#27



Proposal For



Date: 3/10/2025

Proposal # 061324-N5- REV4

Expires:

4/10/2025

CHANGE ORDER #7

Sold To: Kenco Communities at Avenir II, LLC
a Florida Limited Liability Company

By: Kenco Communities at Avenir Management II LLC
a Florida limited liability company, its Manager

Project: Avenir POD 18

6' tall buffer wall

Panther National Blvd.

Palm Beach Gardens, FL

Contact: Vincent Veccharella
cell: 954-410-9239

vveccharella@gokenco.com

Sales/PM: Nick Solomon

cell: 727-458-0018

nick@signatureprivacywalls.com

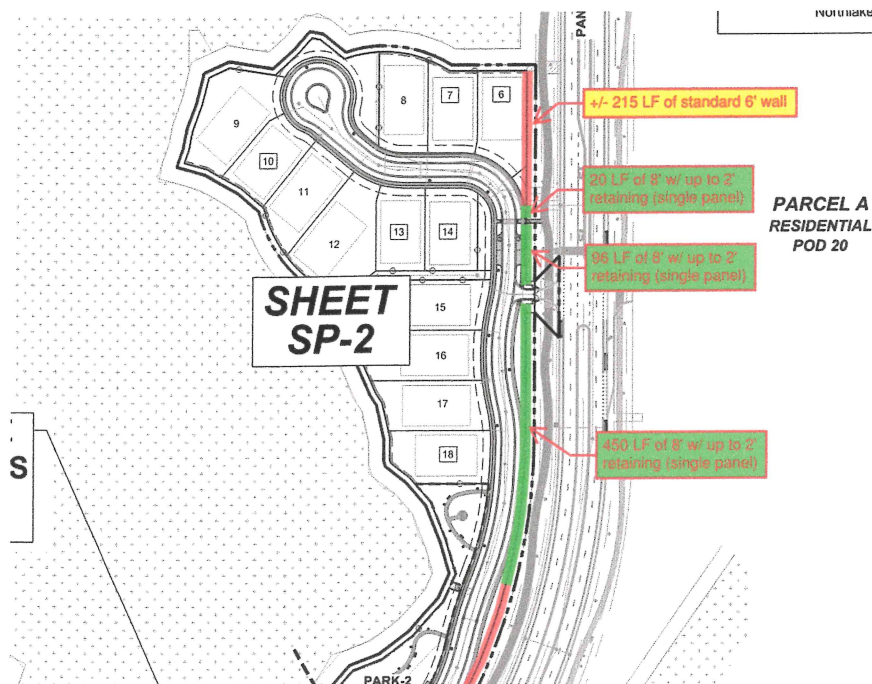
Project Description / Overview:

- Permit, manufacture and install 566 LF of 8' tall precast concrete Combo-wall that can retain up to 2' of dirt using the 20' column spacing system per provided layout (layout in green below). Installation includes continuous footer as needed for the required retaining.



Example of proposed wall (design to match the contracted 6' wall)

Quoted Line Items				
Item	Description	Quantity / LF	Sales Rate	Total \$
8' tall precast concrete screen Combo-Wall				
1	COMBO WALL - Difference in price to furnish & Install up to 8'H precast concrete screen / buffer wall that can retain up to up to 12" of dirt. (buried up to 1' on one side and up to 2' on the other side. Uncludes a plug footer to lock in the center . Includes all labor, materials, equipment and delivery.	566	\$33.00	\$18,678
2	PAINT - Difference in price for Signature Specified Paint- 2 Color (color to be provided by buyer)	566	\$4.00	\$2,264
3	ENGINEERING - Site specific, signed & sealed engineering / shop drawings for 8' tall screen / buffer wall with up to 2' retaining (if needed)	1	\$1,000	\$1,000
4	IF NEEDED - Permit Processing + Permit Fees (can be done by others) - Includes up to \$3,500 in permit fees. ESTIMATED. Fees over \$3,500 billed to customer.	1	\$4,000	NOT APPROVED
5	IF NEEDED - Remobilization for installation equipment / crew. Needed if a deciison on this revised scope isn't made in time for us to keep current crew and equipment on site. Only invoiced if needed.	1	\$4,500	\$4,500
Grand Total =			\$26,442	



The above price is based on provided layout for the 8' Combo-wall (in green). The sections in red are 6' tall and already included in the originally contracted scope.
(Buyer revisions may result in change in quantity or sales rate)

"Exhibit A- Inclusions & Extras" below shows the number of occurrences for each services that are included in base price of this proposal. If unforeseen work/services are necessary for the proper installation of the wall, or additional work/services are requested by the customer, then the price per occurrence is also listed and will be added as an addendum to this proposal.

Exhibit A- Inclusions & Extras			
Items included in the base proposal	# of Occurances Included	Cost if additional services / materials needed above what's included in the base price	
Hand digging or non standard machinery needed due to utilities, cap rock, boulders, tree roots or other	0	\$325	Per footer
Spreading of spoils from foundation holes	NA	NA	NA
Panel cuts for non standard length panels (to accommodate the provided layout)	4	\$250	Per panel cut
Concrete pumping / bucket conveying- priced per hour (4 hour minimum) Est. 6 hours max. (if entire project needed)	0	\$400	Per hour (3 hour min.)
Foundation requires corrugated pipe or sonutubes due to collapsing soil conditions. 8 included in the base price as needed. If additional are needed, then customer is responsible for costs via change order.	0	\$450	Per footer
Vaccum / Pump footers (for high water table).	0	\$325	Per footer
Mobilization of installation crew & equipment	1- If needed	\$4,500	Per mobilization
Mobilization of paint crew & equipment	0	\$1,500	Per mobilization
Dumpsters (for disposal of cut panels, columns, excess concrete)	0	\$750	Per Dumpster

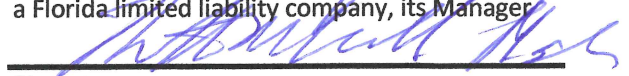
- Terms of payment: 30% material deposit due with contract. Balance NET 60 from the completion date of work.
- Necessary land clearing and overhead clearing for crew / equipment access is to be done by others.
- Grading before installation / Re-grading after installation to be done by others.
- Staking of the wall line prior to mobilization to be done by others unless specified in the "Optional Items".

Seller: Signature Privacy Walls of FL, Inc.


Nick Solomon, Sales Manager

Buyer: Kenco Communities at Avenir II, LLC
a Florida Limited Liability Company

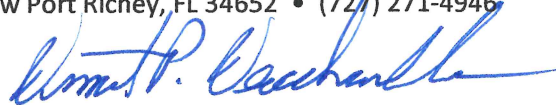
By: Kenco Communities at Avenir Management II LLC
a Florida limited liability company, its Manager


Signature

Kenneth M. Endelson, Manager

Name & Title

Date



CHANGE ORDER NO. 3

Date of Issuance:	April 29, 2025	Effective Date:	April 29, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	JACKSON LAND DEVELOPMENT, LLC 1888 NW 21 st Street Pompano Beach, FL 33069	Contractor's Project No.:	24-007
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202033
Project:	AVENIR POD 18	Contract Name:	Construction Contract (Roadway Improvements)

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


Description:

- Miscellaneous Deducts = (\$61,829.84)
- Additional base cost = \$725,868.25
- Total Change Order = **\$664,038.41**

Attachments:

- Exhibit "A" – Revised full project schedule of values provided by Jackson Land Development, LLC

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$6,111,613.00	Original Contract Times: Refer to contract Exhibit "E"

<p>[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>2</u> : -\$1,180,299.00</p>	<p>[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____ : None</p>	
<p>Contract Price prior to this Change Order: \$4,931,314.00</p>	<p>Contract Times prior to this Change Order: Refer to contract Exhibit "E"</p>	
<p>[Increase] [Decrease] of this Change Order \$664,038.41</p>	<p>[Increase] [Decrease] of this Change Order None</p>	
<p>Contract Price incorporating this Change Order: \$5,595,352.41</p>	<p>Contract Times with all the approved Change Orders: None</p>	
<p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>4/29/2025</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Jackson Land Development, LLC Paul Possanza Manager</p> <p>Date: _____</p>

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

EXHIBIT "A"

KENCO COMMUNITIES AT AVENIR II, LLC

1555 PALM BEACH LAKES BLVD - STE 1500

WEST PALM BEACH, FL 33401

(561) 997-5760

**TRANSMITTAL FORM**PROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **04/14/25**

Attn: Carlos Ballbe

Company: Ballbe & Associates, Inc.

3564 N. Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order(s) & return to my attention once approved by CDD
for Distribution to Subcontractor

CHANGE ORDER #	VENDOR NAME	DESCRIPTION	AMOUNT
3	Jackson Land Development	Striping & Signage	\$ (80,769.60)
		Spread & Import Fill	\$ 7,376.61
		Entrance & Sidewalk	\$ 11,563.15
		Total	\$ (61,829.84)
2	Signature Privacy Fence	Conservation Area	\$ 15,450.00
		Precast PN Blvd Wall	\$ 26,442.00
			\$ 41,892.00
		TOTALS	\$ (19,937.84)

Prepared by: Danica BahaderTitle: ControllerSignature: Date: 4.14.25



**Jackson Land Development
1888 NW 21st Street
Pompano Beach, FL 33069**

TO OWNER:

CDD
Vincent Veccharella

FROM: Paul Possanza

Quote #

Date: Friday, March 14, 2025

Contract Amount

JLD Project#

Project Name Avenir POD 18

QUOTE

Number

7

☐ PER OWNER REQUEST PROJECT: Avenir POD 18

PER OWNER RECORD

३४

PRO

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[illegible]

Item	Quantity	Unit Price	Total Amount Requested
1. Labor	100	\$100.00	\$10,000.00
2. Materials	50	\$200.00	\$10,000.00
3. Equipment	10	\$1,000.00	\$10,000.00
4. Transportation	20	\$500.00	\$10,000.00
5. Other	10	\$1,000.00	\$10,000.00
Total	200	\$1,000.00	\$200,000.00

Accepted

Paul Possanza, Jackson Land Development, LLC

**Jackson Land Development
1888 NW 21st Street
Pompano Beach, FL 33069**

CDD
Vincent Veccharella

Quote # 8 F
Date:

Avenir POD 18

Number

8

☐ PER OWNER REQUEST PROJECT: Avenir POD 18
☐ PLAN CHANGES

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[illegible]

STED	Acceptance
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Paul Possanza, Jackson Land Development, LLC



Number

10

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PER OWNER REQUEST	PLAN CHANGES		OTHER

PROJECT: Avenir POD 18

Quote # 10
Date: Monday, April 7, 2025

Avenir POD 18

[illegible]

Paul Possanza, Jackson Land Development, LLC

TOTAL AMOUNT REQUESTED _____
 Acceptance _____
 4-14-25

KENCO COMMUNITIES AT AVENIR II, LLC

1555 PALM BEACH LAKES BLVD - STE 1500

WEST PALM BEACH, FL 33401

(561) 997-5760

**TRANSMITTAL FORM**PROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **04/18/25**

Attn: Carlos Ballbe

Company: Ballbe & Associates, Inc.

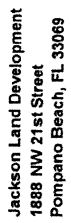
3564 N. Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order(s) & return to my attention once approved by CDD
for Distribution to Subcontractor

CHANGE ORDER #	VENDOR NAME	DESCRIPTION	AMOUNT
4	Jackson Land Development	Road Base	\$ 725,868.25
TOTALS			\$ 725,868.25

Prepared by: Danica BahadurTitle: ControllerSignature: Date: 4.18.25July



Number 11

**PER OWNER REQUEST
PLAN CHANGES**☒ OTHER

FROM: Paul Possanza

Quote # 11
Date: Tuesday, April 15, 2025

Contract Amount	JLD Project#	Project Name	Avenir POD 18
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[illegible]

Paul Possanza, Jackson Land Development, LLC

Acceptance _____
 [Signature]
 [Signature] 4/16/21
 Vincent T. DuBois 4-16-25

CHANGE ORDER NO. 10

Date of Issuance:	April 29, 2025	Effective Date:	April 29, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202021
Project:	AVENIR SPINE ROAD PHASE 4	Contract Name:	Construction Contract (Roadway Improvements)

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


Description:

Misc. concrete repairs	\$20,300.50
Inlet Protection	\$5,375.00
Total change order =	\$25,675.50

Attachments:

- Exhibit "A" – Change Order by Centerline Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$7,226,510.47	Original Contract Times: Refer to contract Exhibit "E"

[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>9</u> : \$4,758,055.75	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____ : None	
Contract Price prior to this Change Order: \$11,984,566.22	Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$25,675.50	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$12,010,241.72	Contract Times with all the approved Change Orders: None	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>4/29/2024</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District Virginia Cepero Chairperson</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Centerline, Inc. Randy Stringer Vice President</p> <p>Date: _____</p>

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

EXHIBIT "A"



Date: 6/12/2024

Attn: Carlos Ballbe

Miscellaneous Concrete Flatwork Repairs

[illegible]

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Centerline Utilities, Inc.	Contact:	Randy Stringer
Address:	2180 SW Poma Drive Palm City, FL 34990	Phone:	561-689-3917
		Fax:	561-689-0017
Project Name:	Avenir Spine 4-Concrete Repairs	Bid Number:	Change Order
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Date:	06/10/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Replace Curb Broken By Lanscapers	24.00	LF	\$65.00	\$1,560.00
	101	Replace Curb Ramps Broken By Others	133.00	LF	\$65.00	\$8,645.00
	102	Handicap Ramp At Lift Station, Valley Gutter, Double Safety And Ramps	1.00	LS	\$3,400.00	\$3,400.00
	103	Repair Sidewalk At Roundabout	1.00	LS	\$2,600.00	\$2,600.00
	104	Remove And Replace Concrete Waste Receptacle Pads 4" Thick	1.00	EACH	\$300.00	\$300.00
	105	F-Curb Repair At Water Valves	30.00	LF	\$65.00	\$1,950.00

Total Bid Price: \$18,455.00

Notes:

- Change order is to repair damaged concrete areas on Spine Road 4.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

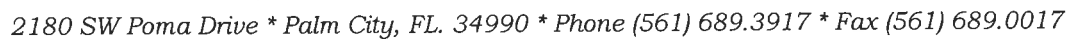
Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com



CHANGE ORDER NO. 3

Date of Issuance:	April 29, 2025	Effective Date:	April 29, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	220595
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202119
Project:	AVENIR SPINE ROAD PHASE 5	Contract Name:	Construction Contract (Roadway Improvements)

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


Description:

Temporary asphalt wedges around manholes	\$7,590.00
Excavate, grade, sod swale and outfall around LS#13	\$15,473.70
Remove existing blow-off from PBCWUD water main	\$1,233.75
Adjust air release valve from PBCWUD water main	\$4,062.50
Total Change Order =	\$28,359.95

▪ Attachments:

Exhibit "A" – Change Orders by Centerline Inc

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$5,360,267.92	Original Contract Times: Refer to contract Exhibit "E"

[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>2</u> : \$5,643,237.55	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____ : None	
Contract Price prior to this Change Order: \$11,003,475.47	Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$28,359.95	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$11,031,835.42	Contract Times with all the approved Change Orders: None	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>4/29/2025</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District Virginia Cepero Chairperson</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Centerline, Inc. Randy Stringer Vice President</p> <p>Date: _____</p>

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

EXHIBIT "A"



Centerline, Inc.

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

Date: 3/19/2024

To: Avenir Community Development District

Attn: Carlos Ballbe

Project: Avenir Spine Road Phase 5
Temporary Asphalt Wedging Around Manholes

NOTE: The following proposal is subject to all notes & qualifications listed on the accompanying proposal presented by H&J Contracting, Inc., dated 3/8/24.

Item No.	Description	Qty	U/M	Unit Cost	Extension
1	Manhole Transitions	23	EA	\$ 300.00	\$ 6,900.00
2	Contractors Fee	1	LS	\$ 690.00	\$ 690.00
					\$ 7,590.00

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Centerline Utilities, Inc.	Contact:	Evan Kobida
Address:	2180 SW Poma Drive Palm City, FL 34990	Phone:	561-689-3917
		Fax:	561-689-0017
Project Name:	Avenir Spine Road Phase 5-Manhole Transitions	Bid Number:	Change Order
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Date:	03/08/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Manhole Transitions	23.00	EACH	\$300.00	\$6,900.00

Total Bid Price: \$6,900.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Howell V. Long III



Centerline, Inc.

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

Date: 8/6/2024

To: Avenir Community Development District

Attn: Carlos Ballbe

Project: ***Avenir Spine Road Phase 5
Excavate, Grade & Sod An Outfall Swale for the Temporary
Retention Area Around Lift Station No. 13***

NOTE: *The following proposal is subject to all notes & qualifications listed on the accompanying proposal presented by H&J Contracting, Inc., dated 7/29/24.*

Item No.	Description	Qty	U/M	Unit Cost	Extension
1	Mobilization	1	LS	\$ 2,200.00	\$ 2,200.00
2	Pump Down Retention Area	1	LS	\$ 1,380.00	\$ 1,380.00
3	Cut Swale to Lake	2365	CY	\$ 3.80	\$ 8,987.00
4	Sod Temporary Outfall Swale (Bahia)	1	LS	\$ 1,500.00	\$ 1,500.00
5	Contractors Fee	1	LS	\$ 1,406.70	\$ 1,406.70
					\$ 15,473.70

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Centerline Utilities, Inc.	Contact:	
Address:	2180 SW Poma Drive Palm City, FL 34990	Phone:	561-689-3917
		Fax:	561-689-0017
Project Name:	Avenir Spine Road Phase 5- Lift Station POD 17	Bid Number:	Change Order
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Date:	07/29/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Mobilization	1.00	LS	\$2,200.00	\$2,200.00
	110	Pump Down Retention Area	1.00	LS	\$1,380.00	\$1,380.00
	120	Cut Swale To Lake	2,365.00	CY	\$3.80	\$8,987.00
	130	Sod Temporary Retention Areas (Bahia)	1.00	LS	\$1,500.00	\$1,500.00

Total Bid Price: \$14,067.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

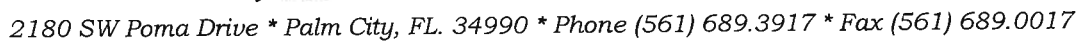
Authorized Signature: _____

Estimator: Jeremy Rury





***Project: Avenir Spine Road Phase 5
Remove Existing Blow-Off Assembly from PBCWUD's WM
At Northlake Blvd Connection***



CHANGE ORDER NO. 2

Date of Issuance:	April 29, 2025	Effective Date:	April 29, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	220598
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202120
Project:	AVENIR SPINE ROAD PHASE 6	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:

Water main re-sample bacteriological analysis	\$5,170.80
Manholes asphalt transitions	\$660.00
Total change order =	\$5,830.80

▪ Attachments:

Exhibit "A" – Change Orders by Centerline Inc

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$1,227,226.80	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$1,863,526.32	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$3,090,753.12		Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$5,830.80		[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$3,096,583.92		Contract Times with all the approved Change Orders: None
<p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>4/29/2025</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Community Development District Virginia Cepero Chairperson</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Centerline, Inc. Randy Stringer Vice President</p> <p>Date: _____</p>

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

EXHIBIT "A"



Centerline, Inc.

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

Date: 3/19/2024

To: Avenir Community Development District

Attn: Carlos Ballbe

Project: ***Avenir Spine Road Phase 6
Temporary Asphalt Wedging Around Manholes***

NOTE: The following proposal is subject to all notes & qualifications listed on the accompanying proposal presented by H&J Contracting, Inc., dated 3/8/24.

Item No.	Description	Qty	U/M	Unit Cost	Extension
1	Manhole Transitions	2	EA	\$ 300.00	\$ 600.00
2	Contractors Fee	1	LS	\$ 60.00	\$ 60.00
					\$ 660.00

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
ISA

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

To:	Centerline Utilities, Inc.	Contact:	Evan Kobida
Address:	2180 SW Poma Drive Palm City, FL 34990	Phone:	561-689-3917
		Fax:	561-689-0017
Project Name:	Avenlr Spine Road Phase 6-Manhole Transitions	Bid Number:	Change Order
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Date:	03/08/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Manhole Transitions	2.00	EACH	\$300.00	\$600.00

Total Bid Price: **\$600.00**

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Howell V. Long III



Centerline, Inc.

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

Date: 11/26/2024

To: Avenir Community Development District

Attn: Carlos Ballbe

Project: *Avenir Spine Road Phase 6*
Re-Sample WM per Ballbe Request

NOTE: The following proposal is subject to all notes & qualifications listed on the accompanying proposal presented by H&J Contracting, Inc., dated 3/8/24.

Item No.	Description	Qty	U/M	Unit Cost	Extension
1	WM Sample Point & Bacteriological Analysis (Contract U.P.)	6	EA	\$ 861.80	\$ 5,170.80
					\$ 5,170.80

CHANGE ORDER NO. 1

Date of Issuance:	April 29, 2025	Effective Date:	April 29, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	240651
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202036
Project:	AVENIR POD 21 LIFT STATION PROJECT	Contract Name:	Construction Contract (Roadway Improvements)

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


Description:

Water Main Phasing	\$20,077.07
--------------------	-------------

▪ Attachments:

Exhibit "A" – Change Orders by Centerline Inc

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$2,588,760.00	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None
Contract Price prior to this Change Order: \$2,588,760.00	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

[Increase] [Decrease] of this Change Order \$20,077.07		[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$2,608,837.07		Contract Times with all the approved Change Orders: None	
RECOMMENDED:  By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: <u>4/29/2025</u>		ACCEPTED: By: _____ Avenir Community Development District Virginia Cepero Chairperson Date: _____	
		ACCEPTED: By: _____ Centerline, Inc. Randy Stringer Vice President Date: _____	

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

EXHIBIT "A"

**Centerline, Inc.**

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

Date: 2/12/2025**To:** Avenir Community Development District**Attn:** Carlos Ballbe**Project: Avenir Pod 21 Lift Station Project - Temporary Fire Protection***(Based on the "Temporary Fire Protection Plan" prepared by Ballbe & Associates, Inc., Dated 2/11/2025)***NOTE: The following proposal is subject to all original Contract notes & qualifications.**

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
WD-1	8"	ADD - DIP WATER MAIN INCLUDING FITTINGS	4	LF	\$ 79.69	\$ 318.76
WD-2	6"	ADD - FIRE HYDRANT ASSEMBLY	1	EA	\$ 8,422.41	\$ 8,422.41
WD-3	8"	ADD - GATE VALVE & BOX	1	EA	\$ 2,954.20	\$ 2,954.20
WD-4	2"	ADD - BLOW-OFF ASSEMBLY	1	EA	\$ 2,411.29	\$ 2,411.29
WD-9	8"	ADD - CONNECT TO EXISTING WATER MAIN	1	EA	\$ 4,249.55	\$ 4,249.55
WD-10	n/a	ADD - SAMPLE POINT	2	EA	\$ 860.43	\$ 1,720.86
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL:						\$ 20,077.07

Future Horizons, Inc

403 N First Street
PO Box 1115
Hastings, FL 32145
USA

Voice: 904-692-1187
Fax: 904-692-1193

QUOTATION

Quote Number: 3205
Quote Date: Mar 31, 2025
Page: 1

Quoted To:

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

Customer ID	Good Thru	Payment Terms	Sales Rep
Avenir01	4/30/25	Net 30 Days	Blackburn04

Quantity	Item	Description	Unit Price	Amount
		ATTN: JASON PIERMAN KEITH O'BRIAN RE: CABLE AND JUNCTION BOX REPAIR BETWEEN LA TERRE AND WINGATE COMMUNITIES		
100.00	SOWA/SO 6/3	6/3 cable	11.49	1,149.00
100.00	SOWA/SO 8/4	8/4 Cable	8.81	881.00
100.00	SOWA/SO 10/4	10/4 cable	5.80	580.00
100.00	SOWA/SO 12/4	12/4 cable	5.39	539.00
100.00	SOWA/SO 12/3	12/3 cable	5.21	521.00
100.00	SOWA/SO 10/3	10/3 cable	5.39	539.00
2.00		Underground Junction Box	200.00	400.00
40.00		2" Conduit	20.00	800.00
4.00		Polaris Taps	25.00	100.00
5.00	614-017	Large Splice Kit	188.33	941.65
1.00		Extra Large Splice Kit	250.00	250.00
1.00	Aerator Service	Labor - (1 man, 1 day) Dig out junction boxes and help splice cable	1,000.00	1,000.00
1.00	Aerator Service	Labor - (2 men, 3 days) Dig up existing cables in lake, splice new cables, replace junction boxes, reinstall cables	6,000.00	6,000.00

There will be a 5% Administrative fee for credit card amounts over
\$1,000.00

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

Subtotal	13,700.65
Sales Tax	
Freight	450.00
TOTAL	14,150.65

C & C Diversified Services, LLC

7954 SW Jack James Drive
Stuart, FL 34997

Proposal

Date	Proposal #
2/26/2025	19895

Name / Address
Avenir Community Development District Landstar Development Corporation 550 Biltmore Way, Suite 1110 Coral Gables, FL 33134

Job Reference
12001 Northlake Blvd Palm Beach Gardens , FL 33412

Specifications & Descriptions	Total
Grand Effects	0.00
Grand Effects	3,400.00
2025 Service Call: remove and replace fire feature, leak test and test fire	155.00

All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.

Total	\$3,555.00
--------------	------------

Phone #	Fax #	E-mail
772-266-4680	772-266-4679	info@ccdiversifiedgas.com

Signature _____

Date: _____

C & C Diversified Services, LLC

7954 SW Jack James Drive
Stuart, FL 34997

Proposal

Date	Proposal #
2/27/2025	19910

Name / Address
Avenir Community Development District Landstar Development Corporation 550 Biltmore Way, Suite 1110 Coral Gables, FL 33134

Job Reference
12001 Northlake Blvd Palm Beach Gardens, FL 33412 Keith O Brian 561-239-5651

Specifications & Descriptions	Total
Grand Effects (1) FPIAUT24NG18 Round F Pit Insert Auto Natural Gas R & R existing round fire pit insert, leak test and test fire. 20 LB Black 3/4 reflective glass Freight	3,926.59 485.00 289.00 100.00

Total	\$4,800.59
--------------	------------

Phone #	Fax #	E-mail
772-266-4680	772-266-4679	info@ccdiversifiedgas.com

Signature _____

Date: _____

Prepared by and return to:

Laura H. Niemann
Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410

EASEMENT DEED

THIS EASEMENT DEED made and entered into this ____ day of March, 2025 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Grantor") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **SEACOAST UTILITY AUTHORITY** (hereinafter referred to as "Grantee") whose address is 4200 Hood Road, Palm Beach Gardens, Florida, 33410.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual non-exclusive utility easement which shall permit the Grantee to enter upon the property herein described at any time to install, operate, maintain and service water and sewer lines and appurtenant facilities (the "Improvements") in, on, over, under and across the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises without Grantee's prior written consent, which will not be unreasonably withheld. Neither Grantor, nor any other person claiming an interest through Grantor, shall interfere with Grantee's utilization and enjoyment of the easement, including the construction, preservation, maintenance or replacement of Grantee's Improvements. Further, Grantor or any other person claiming an interest through Grantor, shall remove any structure, obstruction, improvement or impediment which, at any time, interferes with Grantee's utilization and enjoyment of this easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of any mortgages that are prior in right and dignity to this Easement Deed. Furthermore, Grantor covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the easement.

This Easement Deed, and the covenants contained herein, shall be deemed covenants running with the land, and shall be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

**AVENIR COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special purpose
government established pursuant to Chapter
190, Florida Statutes**

Witness #1 Signature

By: _____

Virginia Cepero, Chairperson
Board of Supervisors

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of March, 2025, by Virginia Cepero, as Chairperson of the Board of Supervisors of the AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Notary Signature

Print Name
Notary Public – State of Florida
Commission No:
My Commission Expires:

MORTGAGEE JOINDER AND CONSENT

The undersigned Mortgagee does hereby join in and consent to the granting of this Easement Deed across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book 29501, Page 274, as amended, of the Public Records of Palm Beach County, Florida shall be subordinated to this Easement Deed.

IN WITNESS WHEREOF, AVENIR HOLDINGS, LLC, a Florida limited liability company, has caused these presents to be executed in its name this ____ day of March, 2025.

Signed, Sealed and delivered in the presence of:

AVENIR HOLDINGS, LLC, a Florida limited liability company

Witness #1 Signature

By:

Virginia Cepero, Vice President

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of March, 2025, by Virginia Cepero, Vice President of AVENIR HOLDINGS, LLC, a Florida limited liability company, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Notary Signature

Print Name
Notary Public – State of Florida
Commission No:
My Commission Expires:

JOINDER AND CONSENT

AV BROADBAND, LLC, a Florida limited liability company, which is the holder of that certain Blanket Communication Easement Agreement recorded in Official Records Book 29442, Page 525 of the Public Records of Palm Beach County, Florida (as amended, the "AV Broadband Easement"), does hereby join in and consent to the Easement Deed to SEACOAST UTILITY AUTHORITY (the "SUA Easement") to which this Joinder and Consent is attached, and agrees that the AV Broadband Easement shall be subordinated to the SUA Easement.

IN WITNESS WHEREOF, AV BROADBAND, LLC, a Florida limited liability company has caused these presents to be executed in its name this ____ day of March, 2025.

Signed, Sealed and delivered in the presence of:

AV BROADBAND, LLC, a Florida limited liability company

Witness #1 Signature

By:

Rosa Eckstein Schechter, Vice President

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of March, 2025, by Rosa Eckstein Schechter, Vice President of AV BROADBAND, LLC, a Florida limited liability company, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Notary Signature

Print Name
Notary Public – State of Florida
Commission No:
My Commission Expires:

EXHIBIT "A"

Easement Area

[See attached]

DESCRIPTION:

A PORTION OF TRACT 0-7 TOGETHER WITH A PORTION OF TRACT RBE OF THE PLAT OF AVENIR SITE PLAN 3 POD - 7, AS RECORDED IN PLAT BOOK 131, PAGE 139, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT R3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 43°20'53" EAST, A DISTANCE OF 4.27 FEET TO THE POINT OF BEGINNING, THENCE, SOUTH 43°20'53" EAST, A DISTANCE OF 7.11 FEET; THENCE, SOUTH 75°19'58" EAST, A DISTANCE OF 7.21 FEET; THENCE, SOUTH 01°13'31" WEST, A DISTANCE OF 315.60 FEET; THENCE, NORTH 88°46'29" WEST, A DISTANCE OF 12.00 FEET; THENCE, NORTH 01°13'31" EAST, A DISTANCE OF 322.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,814 SQUARE FEET, 0.09 ACRES, MORE OR LESS.

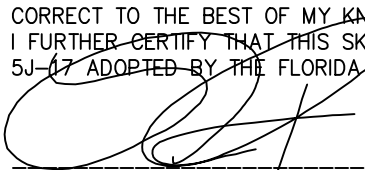
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 01°13'31" EAST ALONG THE EAST LINE OF TRACT R3, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 11, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.


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

SHEET 1 OF 2



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

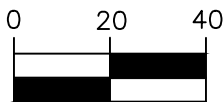
**COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION**

Page 95

DATE	10/11/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.

LEGEND:

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

COCOONUT BOULEVARD
(PB 127, PG, 85)
TRACT "R3"

N01°13'31"E
322.34'

N88°46'29"W
12.00'

(BEARING BASIS)
EAST LINE OF TRACT R3

N01°13'31"E 1015.19'

TRACT RBE

TRACT O-7
WEST LINE OF TRACT O-7

TRACT LM

TRACT PARK

POINT OF COMMENCEMENT
NE CORNER
TRACT R3

S75°19'58"E
7.21'

S43°20'53"E
7.11'

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

20' DE

47' DE

28'

20' DE

S01°13'31"W
315.60'

20' SUAE

S43°20'53"E 4.27'

POINT OF BEGINNING

3'

12'

10' UE

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.

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

COCOONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

Page 96

DATE 10/11/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

Prepared by and return to:

Laura H. Niemann
Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410

EASEMENT DEED

THIS EASEMENT DEED made and entered into this ____ day of March, 2025 between **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company (hereinafter referred to as "Grantor") whose address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, and **SEACOAST UTILITY AUTHORITY** (hereinafter referred to as "Grantee") whose address is 4200 Hood Road, Palm Beach Gardens, Florida, 33410.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual non-exclusive utility easement which shall permit the Grantee to enter upon the property herein described at any time to install, operate, maintain and service water and sewer lines and appurtenant facilities (the "Improvements") in, on, over, under and across the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises without Grantee's prior written consent, which will not be unreasonably withheld. Neither Grantor, nor any other person claiming an interest through Grantor, shall interfere with Grantee's utilization and enjoyment of the easement, including the construction, preservation, maintenance or replacement of Grantee's Improvements. Further, Grantor or any other person claiming an interest through Grantor, shall remove any structure, obstruction, improvement or impediment which, at any time, interferes with Grantee's utilization and enjoyment of this easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of any mortgages that are prior in right and dignity to this Easement Deed. Furthermore, Grantor covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the easement.

This Easement Deed, and the covenants contained herein, shall be deemed covenants running with the land, and shall be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

**AVENIR DEVELOPMENT, LLC, Florida
limited liability company**

Witness #1 Signature

By: _____
Rosa Eckstein Schechter, Vice President

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of March, 2025, by Rosa Eckstein Schechter, as Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Notary Signature

Print Name
Notary Public – State of Florida
Commission No:
My Commission Expires:

MORTGAGEE JOINDER AND CONSENT

The undersigned Mortgagee does hereby join in and consent to the granting of this Easement Deed across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book 29501, Page 274, as amended, of the Public Records of Palm Beach County, Florida shall be subordinated to this Easement Deed.

IN WITNESS WHEREOF, AVENIR HOLDINGS, LLC, a Florida limited liability company, has caused these presents to be executed in its name this ____ day of March, 2025.

Signed, Sealed and delivered in the presence of:

AVENIR HOLDINGS, LLC, a Florida limited liability company

Witness #1 Signature

By:

Virginia Cepero, Vice President

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of March, 2025, by Virginia Cepero, Vice President of AVENIR HOLDINGS, LLC, a Florida limited liability company, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Notary Signature

Print Name
Notary Public – State of Florida
Commission No:
My Commission Expires:

JOINDER AND CONSENT

AV BROADBAND, LLC, a Florida limited liability company, which is the holder of that certain Blanket Communication Easement Agreement recorded in Official Records Book 29442, Page 525 of the Public Records of Palm Beach County, Florida (as amended, the "AV Broadband Easement"), does hereby join in and consent to the Easement Deed to SEACOAST UTILITY AUTHORITY (the "SUA Easement") to which this Joinder and Consent is attached, and agrees that the AV Broadband Easement shall be subordinated to the SUA Easement.

IN WITNESS WHEREOF, AV BROADBAND, LLC, a Florida limited liability company has caused these presents to be executed in its name this ____ day of March, 2025.

Signed, Sealed and delivered in the presence of:

AV BROADBAND, LLC, a Florida limited liability company

Witness #1 Signature

By:

Rosa Eckstein Schechter, Vice President

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of March, 2025, by Rosa Eckstein Schechter, Vice President of AV BROADBAND, LLC, a Florida limited liability company, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Notary Signature

Print Name
Notary Public – State of Florida
Commission No:
My Commission Expires:

EXHIBIT "A"

Easement Area

[See attached]

DESCRIPTION:

A PORTION OF CONSERVATION AREA TRACT C-1 OF THE PLAT OF AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

TOGETHER WITH:

A PORTION OF CONSERVATION AREA TRACT C-1 OF THE PLAT OF AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

CONTINUED ON SHEET 2

SHEET 1 OF 12



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

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

COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

Page 102

DATE 05/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

CONTINUED FROM SHEET 1

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

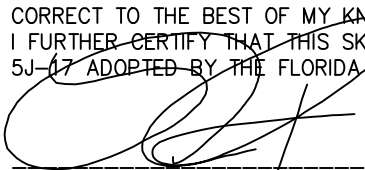
CONTAINING 151,999 SQUARE FEET, 3.489 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 43°20'53" EAST ALONG THE NORTH LINE OF TRACT R3, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 2, 2024.
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.


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

SHEET 2 OF 12



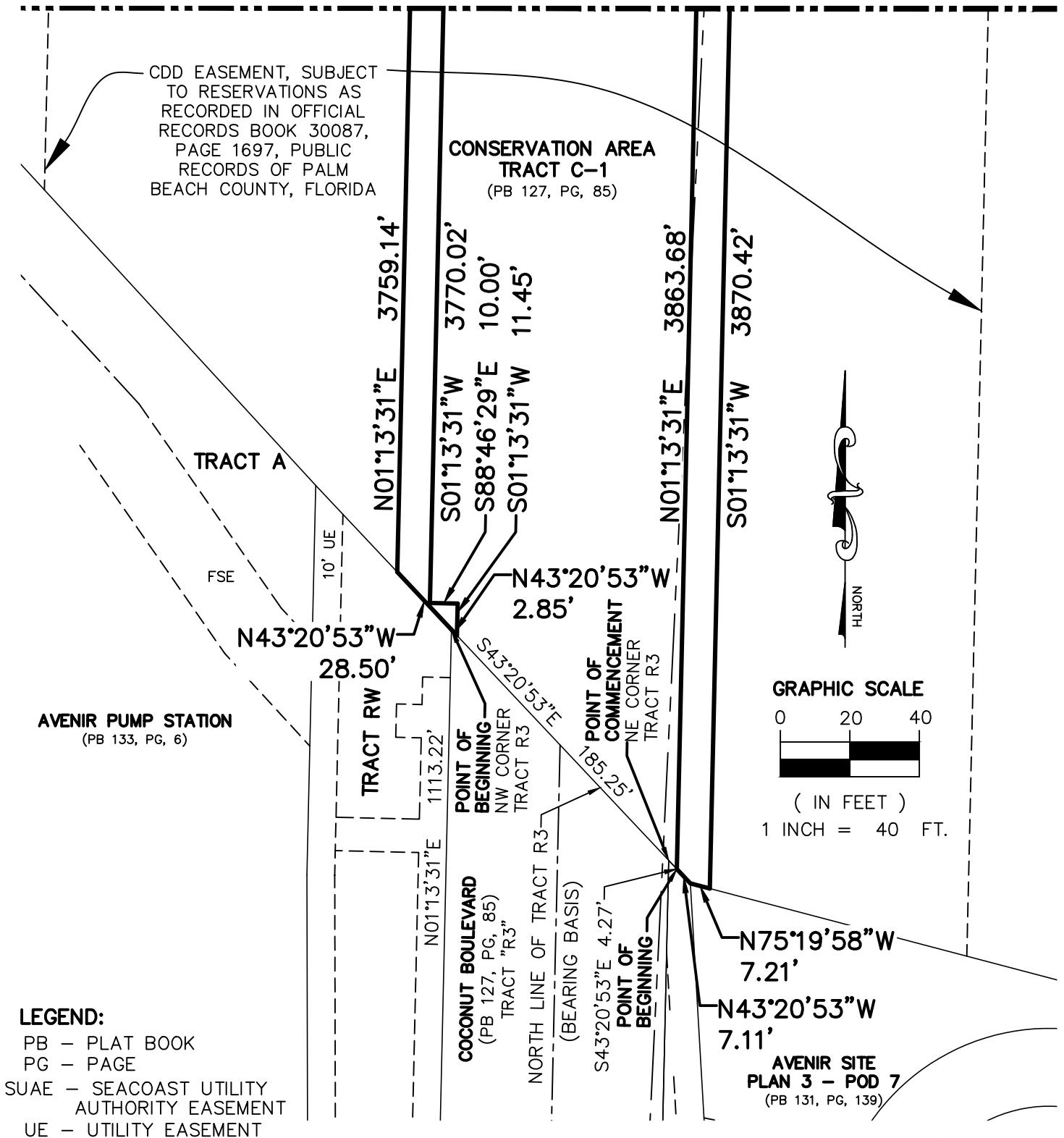
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

Page 103

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

SEE SHEET 4



LEGEND:

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

SHEET 3 OF 12



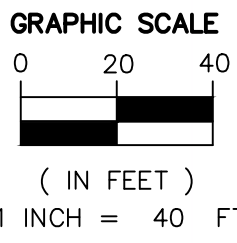
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

Page 104

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

SEE SHEET 5

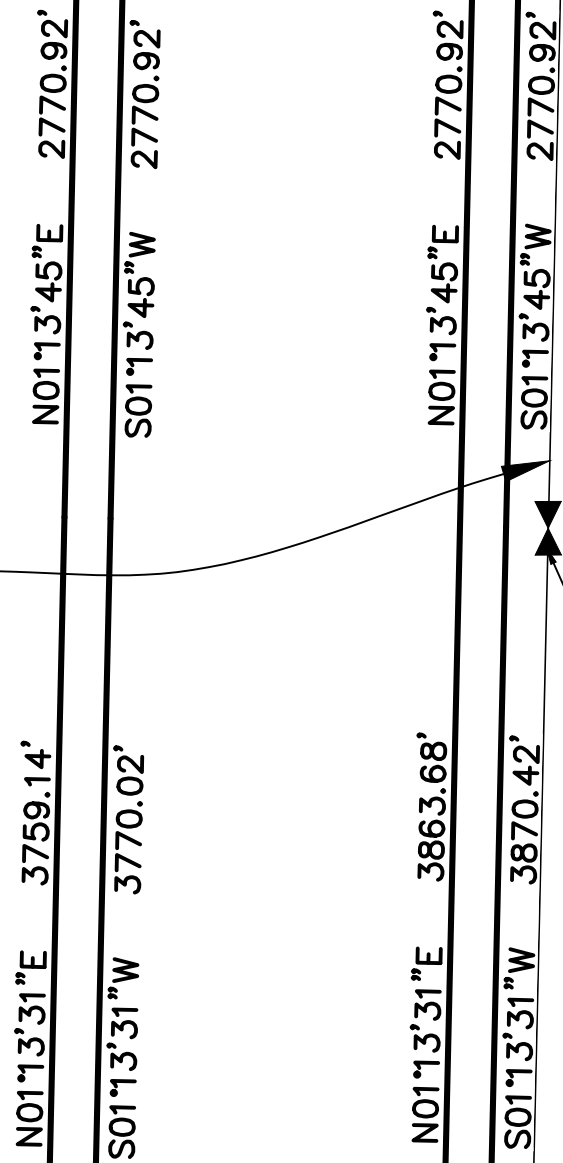


**CONSERVATION AREA
TRACT C-1**
(PB 127, PG, 85)

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

EAST 1/4 CORNER
SECTION 4

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



SEE SHEET 3

SHEET 4 OF 12



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

**COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION** Page 105

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

SEE SHEET 6

LEGEND:

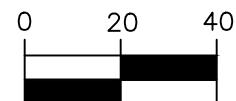
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- Δ - DELTA (CENTRAL) ANGLE
- R - RADIUS
- SUAE - SEACOAST UTILITY
AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

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

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

N.E. CORNER
SECTION 4

GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.



SEE SHEET 4

SHEET 5 OF 12



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

Page 106

DATE 05/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

LEGEND:

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

SEE SHEET 7

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

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

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

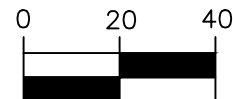
$R=957.00'$
 $\Delta=23^{\circ}12'17''$
 $L=387.58'$

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

SEE SHEET 5



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

SHEET 6 OF 12



CAULFIELD & WHEELER, INC.

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

Page 107

DATE 05/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

SEE SHEET 8

LEGEND:

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

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

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



GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.

N24°26'03"E
309.77'

S24°26'03"W
309.77'

R=960.00' $\Delta=22°45'14"$ L=381.25'

R=972.00' $\Delta=22°45'14"$ L=386.01'

N24°26'03"E
309.77'

R=1063.00' $\Delta=22°45'14"$ L=422.15'

R=1075.00' $\Delta=22°45'14"$ L=426.92'

S24°26'03"W
309.77'

SEE SHEET 6

SHEET 7 OF 12



CAULFIELD & WHEELER, INC.

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

Page 108

DATE 05/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

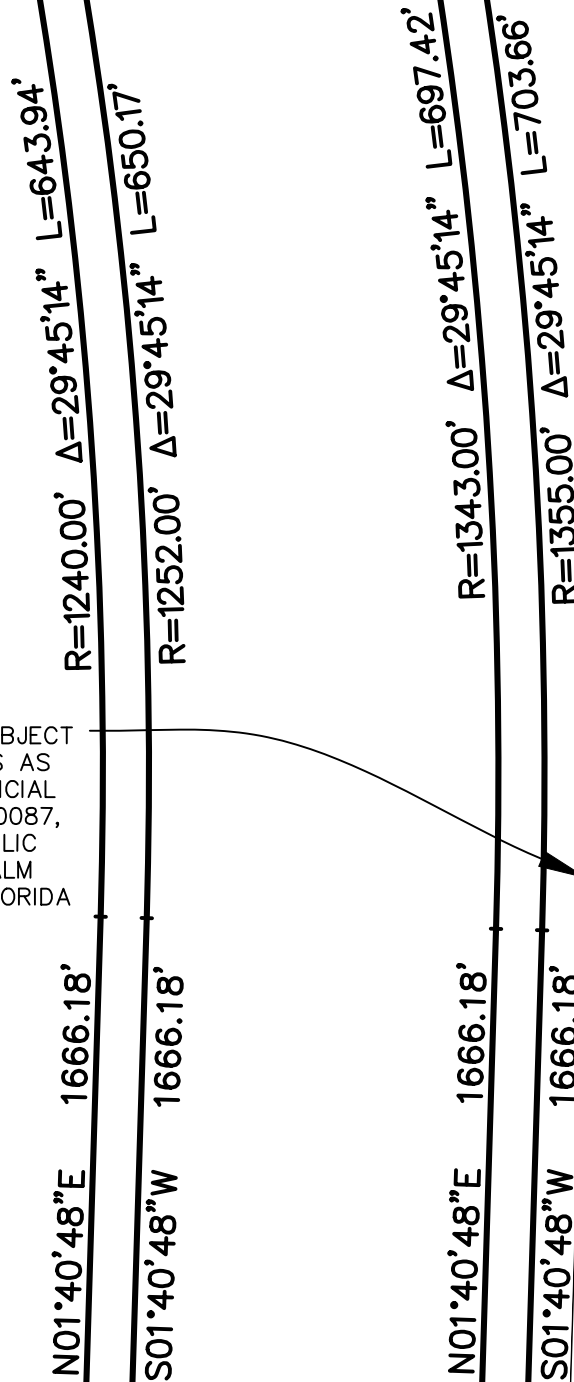
SEE SHEET 9

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

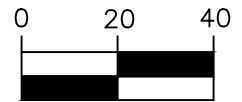
CDD EASEMENT, SUBJECT
TO RESERVATIONS AS
RECORDED IN OFFICIAL
RECORDS BOOK 30087,
PAGE 1697, PUBLIC
RECORDS OF PALM
BEACH COUNTY, FLORIDA

LEGEND:

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



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

SEE SHEET 7

SHEET 8 OF 12



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

Page 109

DATE 05/02/2024

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F.B./ PG. N/A

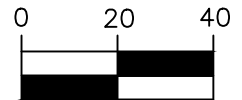
SCALE AS SHOWN

JOB NO. 7955

SEE SHEET 10



GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.

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

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

LEGEND:

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

SEE SHEET 8

SHEET 9 OF 12



CAULFIELD & WHEELER, INC.

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

Page 110

DATE 05/02/2024

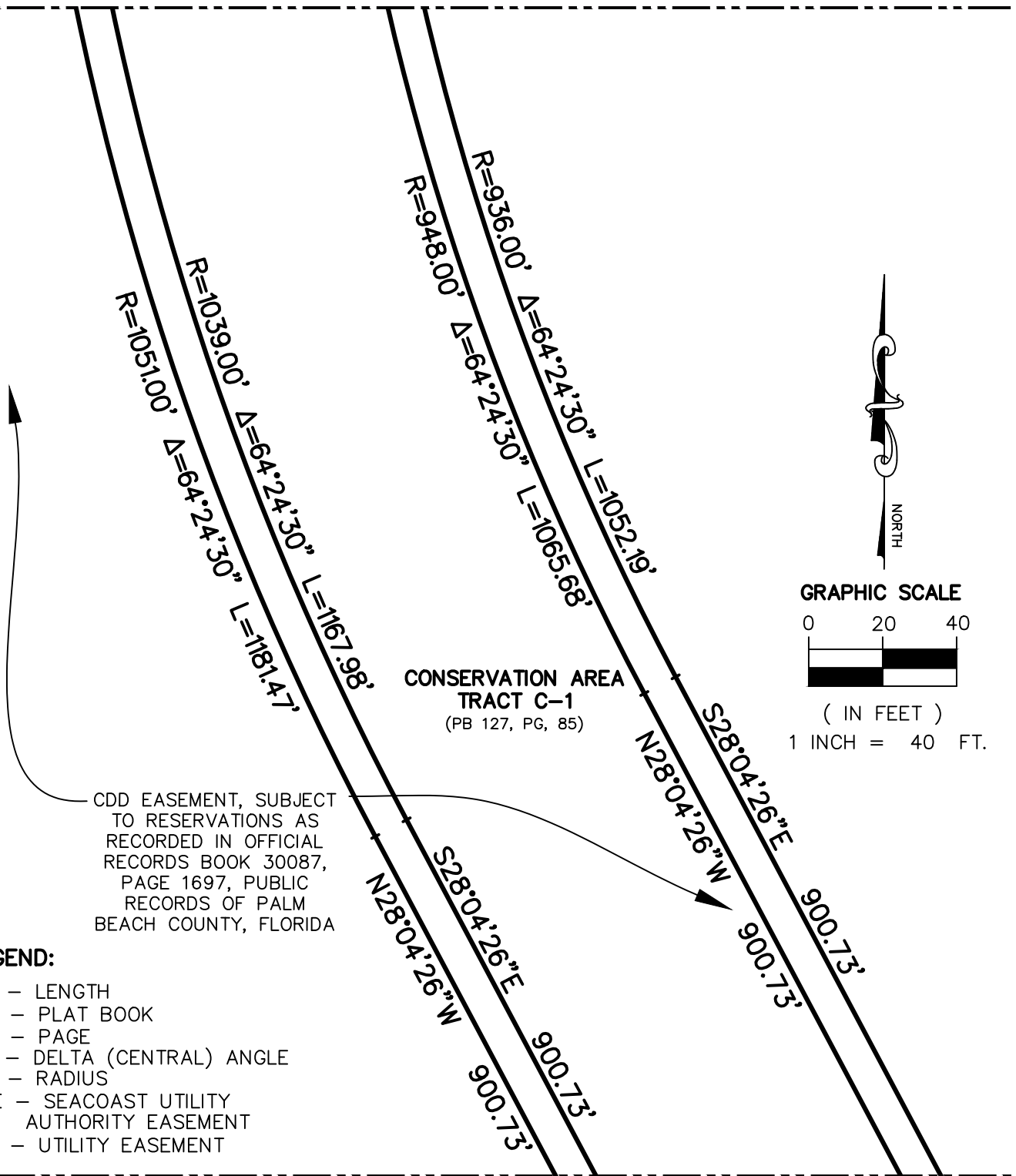
DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

SEE SHEET 11



SEE SHEET 9

SHEET 10 OF 12



CAULFIELD & WHEELER, INC.

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

COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

Page 111

DATE 05/02/2024

DRAWN BY RLF

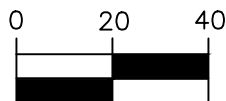
F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

SEE SHEET 12

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

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

LEGEND:

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

SEE SHEET 10

SHEET 11 OF 12



CAULFIELD & WHEELER, INC.

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

COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

Page 112

DATE 05/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

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

35' FPL EASEMENT
(ORB 6633, PG 1635)

NORTH LINE OF AVENIR
(PB 127, PG 85)

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

N53°39'56"W
18.00'

N36°20'04"E
80.00'

S53°39'56"E
40.00'

S36°20'04"W
80.00'

N53°39'56"W
10.00'

N53°39'56"W
5.00'

N36°20'04"E
80.00'

S53°39'56"E
40.00'

S36°20'04"W
80.00'

N53°39'56"W
23.00'

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

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

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



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

SEE SHEET 11

LEGEND:

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

SHEET 12 OF 12



CAULFIELD & WHEELER, INC.

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

COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

Page 113

DATE 05/02/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

Prepared by and return to:

Laura H. Niemann
Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410

EASEMENT DEED

THIS EASEMENT DEED made and entered into this ____ day of March, 2025 between **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company (hereinafter referred to as "Grantor") whose address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, and **SEACOAST UTILITY AUTHORITY** (hereinafter referred to as "Grantee") whose address is 4200 Hood Road, Palm Beach Gardens, Florida, 33410.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual non-exclusive utility easement which shall permit the Grantee to enter upon the property herein described at any time to install, operate, maintain and service water and sewer lines and appurtenant facilities (the "Improvements") in, on, over, under and across the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises without Grantee's prior written consent, which will not be unreasonably withheld. Neither Grantor, nor any other person claiming an interest through Grantor, shall interfere with Grantee's utilization and enjoyment of the easement, including the construction, preservation, maintenance or replacement of Grantee's Improvements. Further, Grantor or any other person claiming an interest through Grantor, shall remove any structure, obstruction, improvement or impediment which, at any time, interferes with Grantee's utilization and enjoyment of this easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of any mortgages that are prior in right and dignity to this Easement Deed. Furthermore, Grantor covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the easement.

This Easement Deed, and the covenants contained herein, shall be deemed covenants running with the land, and shall be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

**AVENIR DEVELOPMENT, LLC, Florida
limited liability company**

Witness #1 Signature

By: _____
Rosa Eckstein Schechter, Vice President

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of March, 2025, by Rosa Eckstein Schechter, as Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Notary Signature

Print Name
Notary Public – State of Florida
Commission No:
My Commission Expires:

MORTGAGEE JOINDER AND CONSENT

The undersigned Mortgagee does hereby join in and consent to the granting of this Easement Deed across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book 29501, Page 274, as amended, of the Public Records of Palm Beach County, Florida shall be subordinated to this Easement Deed.

IN WITNESS WHEREOF, AVENIR HOLDINGS, LLC, a Florida limited liability company, has caused these presents to be executed in its name this ____ day of March, 2025.

Signed, Sealed and delivered in the presence of:

AVENIR HOLDINGS, LLC, a Florida limited liability company

Witness #1 Signature

By:

Virginia Cepero, Vice President

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of March, 2025, by Virginia Cepero, Vice President of AVENIR HOLDINGS, LLC, a Florida limited liability company, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Notary Signature

Print Name
Notary Public – State of Florida
Commission No:
My Commission Expires:

JOINDER AND CONSENT

AV BROADBAND, LLC, a Florida limited liability company, which is the holder of that certain Blanket Communication Easement Agreement recorded in Official Records Book 29442, Page 525 of the Public Records of Palm Beach County, Florida (as amended, the "AV Broadband Easement"), does hereby join in and consent to the Easement Deed to SEACOAST UTILITY AUTHORITY (the "SUA Easement") to which this Joinder and Consent is attached, and agrees that the AV Broadband Easement shall be subordinated to the SUA Easement.

IN WITNESS WHEREOF, AV BROADBAND, LLC, a Florida limited liability company has caused these presents to be executed in its name this ____ day of March, 2025.

Signed, Sealed and delivered in the presence of:

AV BROADBAND, LLC, a Florida limited liability company

Witness #1 Signature

By:

Rosa Eckstein Schechter, Vice President

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of March, 2025, by Rosa Eckstein Schechter, Vice President of AV BROADBAND, LLC, a Florida limited liability company, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Notary Signature

Print Name
Notary Public – State of Florida
Commission No:
My Commission Expires:

EXHIBIT "A"

Easement Area

[See attached]

DESCRIPTION:

A PORTION OF CONSERVATION AREA TRACT C-1 OF THE PLAT OF AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT C-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID PLAT OF AVENIR, NORTH 53°39'56" WEST, A DISTANCE OF 484.42 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 36°20'04" WEST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 53°39'56" EAST, A DISTANCE OF 217.00 FEET; THENCE, SOUTH 36°20'04" WEST, A DISTANCE OF 250.00 FEET; THENCE, NORTH 53°39'56" WEST, A DISTANCE OF 217.00 FEET; THENCE, NORTH 36°20'04" EAST, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 54,250 SQUARE FEET, 1.245 ACRES, MORE OR LESS.

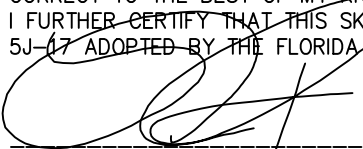
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 53°39'56" WEST ALONG THE NORTH LINE OF THE PLAT OF AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON FEBRUARY 4, 2025.
I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

SHEET 1 OF 2



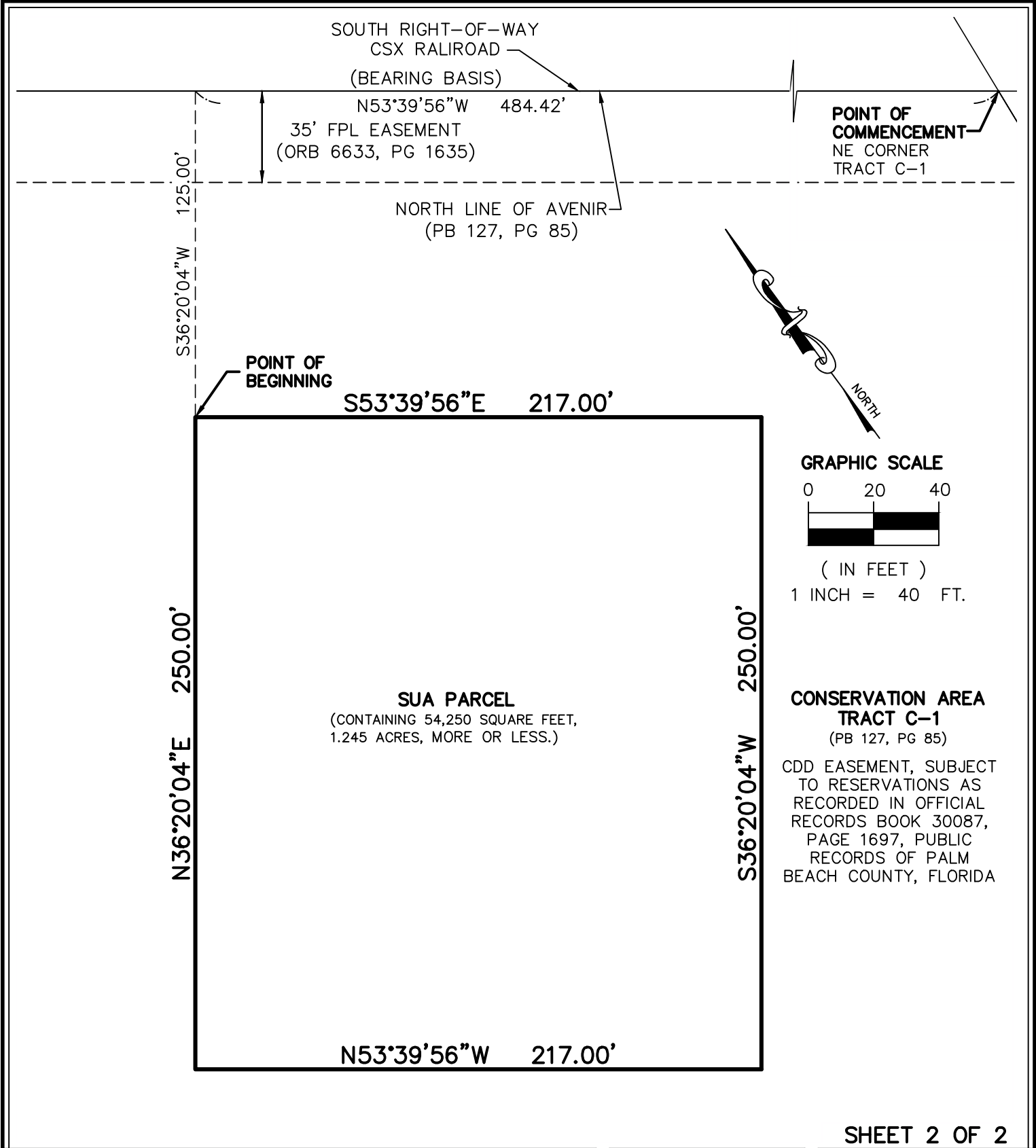
CAULFIELD & WHEELER, INC.


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

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

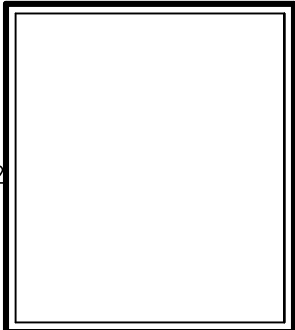
Page 119

DATE	02/04/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955





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



SHEET 2 OF 2	
DATE	02/04/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

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 **J.W. CHEATHAM, LLC**, a Florida limited liability company (herein called "Contractor") whose address is 7396 Westport Place, West Palm Beach, FL 33413, 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:

NORTHLAKE PARKWAY BUFFER – DRAINAGE EXTENSION

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" – Contract Documents
See Attachment "D" – 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.

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 FIFTY THREE THOUSAND NINE HUNDRED AND FOUR DOLLARS AND SIXTY TWO CENTS (\$53,904.62) 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 \$1,000,000 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 \$1,000,000 each accident/\$1,000,000 disease-each employee/\$1,000,000 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.
 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 substantial completion. 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 Contract, 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 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.
- 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: **J.W. CHEATHAM, LLC.**
7396 Westport Place
West Palm Beach, FL 33413
Attn: Tom, Uhrig, 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 receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

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

- 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

By: _____

Print Name: _____

Name & Title: _____
Board of Supervisors

Dated: _____

Print Name: _____

CONTRACTOR:

J.W. CHEATHAM, LLC

a Florida Limited Liability Company



Print Name: MICHAEL WONNELL

Print Name: _____

By: Thomas P. Uhrig

Name: Thomas P. Uhrig

Title: President

Dated: 2/14/2025

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.

- Dewatering as necessary for the installation of the proposed utilities.
- Installation and implementation of a pollution prevention system to meet NPDES requirements. As noted in the J.W. Cheatham Qualifications and Proposals "A" & "B".
- Installation of the drainage system and related works.
- Field surveying, construction layout and as-builts necessary to perform the scope of work listed above and in accordance with the Plans and Specifications described below as prepared by the Engineer or as may be modified at the direction of the Owner or applicable regulatory permitting agencies.
- Densities and testing required to certify the compaction of the Work (Contractor to coordinate with testing lab all the required inspections and testing as necessary to obtain final certification of the Work).
- Cleaning and testing of utilities as required by permitting agencies, as noted in line item #8 per J.W. Cheatham Qualifications.
- Final inspections and certifications of the improvements as required by permitting agencies.

Work includes the densities and testing required to certify the compaction of the trenches as required for 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 densities is not included, Contractor to obtain approval by Owner before performing the Work.

ATTACHMENT "B"
"SCHEDULE OF VALUES"

SURVEYING	1/LS @ \$1,565.00	\$1,565.00
TESTING	1/LS @ \$2,750.00	\$2,750.00
S-1 (TYPE C 5130-6168)	1/EA @ \$6,372.00	\$6,372.00
S-2 (TYPE P INLET 5130-6168)	1/EA @ \$9,180.00	\$9,180.00
S-3 (TYPE P MANHOLE)	1/EA @ \$10,700.00	\$10,700.00
24" RCP	11/LF @ \$115.00/LF	\$1,265.00
36" RCP	108/LF @ \$197.00/LF	\$21,276.00

TOTAL \$53,108.00

PERFORMANCE AND PAYMENT BOND (1.5%) \$796.62

GRAND TOTAL \$53,904.62

ATTACHMENT "C"
"CONTRACT DOCUMENTS"

NOT APPLICABLE

ATTACHMENT "D"
Plans and specifications

Following is the list of Plan and Specification:

1. Avenir Pod "D" – Spine Road – Roadway Plans, Engineer's project number 202310, dated 1/13/2025.

DEWATERING:

The contractor shall provide adequate equipment for the removal of storm or surface water which may accumulate in the excavation areas. If subsurface water is encountered, the Contractor shall utilize approved means to adequately dewater the excavation so that it will be suitably dry for working, form setting, concrete pouring, and pipe installation. A wellpoint system or other approved equipment shall be installed if necessary to maintain the excavation in a dry condition for such operations. All cost for this equipment and work shall be at the Contractor's expense.

DRAINAGE SYSTEM

SCOPE

It is the intention of these specifications to provide for the installations of a storm water drainage system. The contractor shall furnish all labor, equipment, and material, and perform all operations necessary to construct the storm drainage system, complete as shown on the Plans and in accordance with these specifications.

SPECIFICATIONS

The specifications shall be the current edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the City of Palm Beach Gardens Land Development Regulations and described in the City's Code of Ordinances.

It is the Contractors responsibility to obtain a copy of those specifications.

FIELD SURVEYING

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Owner_____ Contractor_____ 

- A. Contractor will provide and pay for all field surveying services required for layout and as-builts of all subcontractor's work in its entirety.
- B. Contractor shall be responsible for all restaking.
- C. Contractor shall provide as-built water, sewer, paving and related work, and drainage as required by all governmental agencies and Engineer in order to attain final certifications of this project by all permitting agencies.
- D. Contractor and Contractor's surveyor is required to obtain control for laying out the project. Engineer shall provide a list of protected control points.
- E. Contractor shall locate and protect control points prior to starting the work and preserve all permanent referenced points during construction. Contractor shall:
 - 1. Make no changes or relocations without prior written notice to Engineer.
 - 2. Report to Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
 - 3. Require Contractor's surveyor to replace project control points which may be lost or destroyed. Establish replacements based on original survey control.

TESTING

- A. Contractor will employ and pay for the services of any certified independent testing laboratory ("Laboratory"). Contractor will schedule and coordinate all the required testing with a certified independent testing laboratory ("Laboratory").
- B. Testing laboratory inspection shall consist of all work that is required to be sampled and tested in accordance with all specifications and as required by Engineer and Governmental Agencies to include but not be limited to the following:
 - 1. Topsoil removal: Adequacy of removal.
 - 2. Fill and Compaction Control as required by Engineer for miscellaneous purposes.
- C. Contractor shall cause the Laboratory to:
 - 1. Cooperate with Engineer and provide qualified personnel.
 - 2. Perform all specified inspections, sampling and testing of materials and methods of construction; comply with all specified standards and ascertain compliance of materials with requirements of Contract Documents.
 - 3. Promptly notify Engineer of observed irregularities or deficiencies of work.
 - 4. Promptly submit written report of each test and inspection; one copy each to Engineer, Contractor to Record Documents File. Each report shall include:

- a. Date issued.
 - b. Project title and number.
 - c. Testing laboratory name, address and telephone number.
 - d. Name and signature of laboratory technician.
 - e. Date and time of sampling or inspection.
 - f. Record of temperature and weather conditions.
 - g. Date of test.
 - h. Location of sample or test in the Project.
 - i. Type of inspection or test.
 - j. Results of test and compliance with Contract Documents.
 - k. Interpretation of test results, when requested by Engineer.
 - l. Be certified to Owner successors and assigns (including the Avenir Community Development District if the Contract is assigned and any builder designated by Owner).
5. Perform additional test as required by Engineer or CDD if the contract is assigned.

SPECIAL PROVISIONS

1. The contractor shall submit a list of all subcontractors, if any, who will be performing the work. The list shall designate the type of work they will be performing. If the Contract is assigned to the Avenir Community Development District (the "CDD"), any changes in subcontractors will require the approval of the CDD's Engineer and CDD.
2. Prior to commencing construction, a pre-construction conference will be held with the Seacoast Utility Authority and the City of Palm Beach Gardens and the Engineer. If the Contract is assigned to the CDD, a pre-construction meeting will be held with the CDD's Engineer and Contractor.
3. All testing shall be a part of this Contract. If the test results indicate noncompliance with the requirements of the plans and specifications, the Contractor shall pay for all re-testing of materials. The Contractor shall be responsible for adequate notification to applicable agencies.
4. The Contractor shall maintain reasonable drainage of critical areas continuously.
5. The Contractor shall perform his work expeditiously and in no way hamper the progress of others who may be working in the immediate area.
6. The Contractor has familiarized himself with the entire area and is fully aware as to the extent of work necessary to complete the Scope of Work under this Contract.
7. The Contractor shall supply all equipment, labor, material and full time supervision to complete this contract in the most efficient and expeditious manner. The full time foreman must be able to make decisions and carry out the request of the Engineer or the CDD's Engineer if the Contract is assigned.
8. The Engineer will furnish six (6) complete sets of plans and specifications without additional cost

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Owner _____ Contractor TR

to the Contractor if requested. If required, additional sets will be furnished for a fee of fifty dollars. (\$50.00).

9. The Owner reserves the right to require the Contractor to remove from the site any personnel or equipment which the Owner deems to be nonproductive and to refuse to pay for any personnel or equipment not removed.
10. Contractor shall provide all labor and equipment necessary to remove all debris as a result of this Contract and shall dispose of this debris offsite.

CONSTRUCTION CONTRACT
(Landscape and Irrigation Improvements)

BY THIS AGREEMENT (herein called the “General Conditions” or “Agreement”) made this ____ day of _____, 202__ between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called “CDD”) whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **ARAZOZA BROTHERS CORPORATION**, a Florida corporation (herein called “Contractor”) whose address is 7027 S.W. 87th Court, Miami, Florida 33173, agree as follows (each a “Party” and together “Parties”):

ARTICLE 1. GENERAL: Palm Beach County, Florida (the “County”) owns the property known as **NORTHLAKE BOULEVARD MEDIAN FRONTING AVENIR TOWN CENTER** as described in **Exhibit “A”**. CDD, and Contractor wish to establish a general agreement of terms and conditions under which Contractor’s work will be conducted.

(a) Contractor shall obtain and furnish all supervision, labor, tools, equipment, permits and licenses necessary to construct the improvements to the project (the “Project”) as shown on **Exhibit “B”** (herein called “Work”). Contractor shall perform the Work in accordance with this contract and the general and special conditions, specifications, schedules, drawings, permits and other items forming a part of the Contract as shown in **Exhibit “C”** (herein collectively called the “Plans and Specifications”), all of which are made a part hereof by reference.

(b) The scope of work herein above described is intended solely as a general outline for convenience in specifying the scope of the Work and does not eliminate or limit any requirement in this Contract or any items required for completion of the Project intended by this Contract or any items required for completion of the Project intended by this Contract. The intent of the Plans and Specifications is to provide the CDD with a complete, and functional Project in full compliance with all applicable local, city, county, state and national codes and regulations and the highest standards and practices of the construction industry. All labor and equipment required to fully comply with the requirements and intent of the Plans and Specifications are included under the scope of this Contract. Any request for extras which appears to be based either on the lack of specific details in the plans or specific reference in the specifications, will not be approved as an extra if in the sole opinion of BALLBÉ & ASSOCIATES, INC. (herein collectively called the “Engineer”) (or if in the opinion of another qualified representative designated by CDD), the work in question is a required item under the Plans and Specifications (which opinion shall be conclusive and binding on Contractor).

(c) This is a fixed price contract whereby Contractor agrees to perform Work specified herein in accordance with Plans and Specifications for a maximum price of **TWO HUNDRED NINETY-ONE THOUSAND EIGHT HUNDRED SEVEN DOLLARS AND 00/CENTS (\$291,807.00)**, (herein called “Contract Price”) and in accordance with payment based on the schedule of values listed in **Exhibit “F”**. Contractor will commence Work after receiving written notice to proceed by CDD. Contract Price does not include the cost of the permits required to perform the Work.

CDD _____ Contractor _____

ARTICLE 2. CONTRACTOR'S DUTIES: Contractor agrees to fully cooperate with CDD and Engineer to perform the Work in the most expeditious and economical manner consistent with the interest of the CDD. Contractor further agrees to (i) utilize the Contractor's best skill, efforts and judgment in furthering the interest of CDD, and (ii) furnish at all times an adequate supply of labor and equipment in order to complete the Work within the time required by the Contract. Contractor agrees to furnish and pay for all labor, hoists, equipment, tools, machinery, transportation, general field requirements, and other costs and expenses whatsoever, both direct and indirect, necessary to complete the Work in accordance with the Contract and Plans and Specifications, as the same may reasonably be amended, modified or interpreted from time to time by CDD and/or Engineer. Any and all costs and expenses incurred in completing the Work shall be paid by Contractor whether or not such items are actually incorporated or consumed in the construction of the Project and regardless of whether such items are temporary or permanent in nature.

ARTICLE 3. COMPLIANCE WITH LAWS, CODES AND RESTRICTIONS: Before commencing any Work, Contractor shall deliver a copy of its Contractor's license and an appropriate occupational license to CDD (which licenses must be kept active and in good standing at all times). Contractor agrees that all Work shall comply with (i) all development, building, zoning, fire and safety codes, and (ii) all other ordinances, statutes, rules, regulations, environmental recommendations and laws affecting the Project, as the same may reasonably be amended, interpreted or enforced from time to time, all with no additional compensation payable to Contractor and as if originally specified in the Contract. Contractor represents and warrants to CDD that Contractor and all of its subcontractors, sub-subcontractors, materialmen, suppliers, laborers and others performing all or a portion of the Work (each, a "Lienor") are bound by the Plans and Specifications and other Contract documents as they relate to any portion of the Work performed by said Parties.

Any changes, additions or amendments to governing laws, ordinances, statutes, rules, regulations and covenants and declarations which become effective after the date this Contract is signed by the Contractor, which the Contractor could not reasonably foresee and which apply to the Work, and to the extent the Contractor incurs extra costs due to the changes, additions and amendments shall be grounds for the Contractor to receive additional compensation from the CDD.

ARTICLE 4. CONSTRUCTION MEANS AND TESTING: Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. If the inspection is by an authority other than CDD, Contractor will arrange for such inspections and promptly advise CDD of the date fixed for such inspection and any required certificates of inspection being secured. Any special or other (e.g. threshold) inspector engaged for the Project pursuant to any law, code, ordinance, rule or regulation shall be deemed an agent or representative of the governmental agency to which the inspector renders reports or certifications.

ARTICLE 5. SCOPE OF WORK: It is the intent of CDD and Contractor that the Plans and Specifications provide for the construction of completed work by the Contractor, including all devices, materials or other work not shown in the Plans and Specifications by which are reasonably inferable therefrom and any and all incidental accessories necessary to make the Work complete and operable in all respects (even if not specified in the description of the Work, but necessary for proper installation and operation of the Work under the Plans and Specifications).

CDD_____ Contractor_____

The Scope of Work is more specifically identified within **Exhibit “D”** attached hereto. The Scope of Work may be amended, modified, and/or expanded from time to time to accommodate the CDD’s expansion into additional areas of construction within the overall development site. Such additions, deletions, and/or modifications shall be made only through written Change Order(s) approved by the CDD and Contractor.

ARTICLE 6. MEASUREMENTS AND LINES: Before commencement of the Work, Contractor shall verify the measurements and quantities indicated on the Plans and Specifications. Contractor shall be responsible for the accuracy and proper location for the installation of the planting material. All work shall be installed level, true to line and grade in the exact plane and to the correct elevation, or sloped to drain, as outlined in the Plans and Specifications, so as to provide a completed and fully functional set of Work elements. The Work shall adequately mesh, interface and correctly and fully operate, function and supplement the work of the other contractors of CDD, if any, in order to provide a complete and fully operable Project, all at no extra cost to CDD. If at any time, including during the performance of the Work, the Contractor observes that the Plans and Specifications are deficient in any respect, Contractor shall promptly notify the CDD in writing, and any necessary changes shall be accomplished by an appropriate modification.

ARTICLE 7. TITLE TO MATERIALS: All work furnished, fabricated, installed or delivered to the Project and all materials, fixtures or equipment installed in the Project shall be free and clear of any claims, liens or encumbrances. Immediately upon performance of any part of the Work by Contractor under the Contract, title to all such Work shall vest in the CDD, and Contractor warrants such title shall be free of any claims, liens or encumbrances, except to the extent that payment for such Work is due under the Contract.

ARTICLE 8. SEPARATE CONTRACTORS: Contractor shall afford CDD and its separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect with and coordinate Contractor’s Work with the work of the CDD’s separate contractors (if any). Contractor shall fully cooperate with CDD’s separate contractors (if any). Contractor shall fully cooperate with CDD’s separate contractors in order to avoid delays and disputes in construction of the Project. Contractor shall not damage or endanger any work of CDD’s separate contractors by cutting, patching or otherwise altering such construction without the prior written consent of CDD and the separate contractor. Contractor shall not unreasonably withhold from the CDD or a separate contractor the Contractor’s consent to cutting or otherwise altering the Contractor’s Work. Any costs arising due to defective or improperly timed work shall be borne by the responsible Contractor and not CDD.

ARTICLE 9. CONSTRUCTION LIENS: Contractor shall ensure that no construction liens, or other encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by the Contractor or by any subcontractors, materialmen, laborers or other lienors (each, a “Lienor”) in connection with any Work, equipment or material for which CDD has made payment or for which payment is not yet due under the Contract. Contractor agrees to indemnify, defend and hold CDD and County harmless from and against all liens or other claims whatsoever filed by or against the CDD or the Project by any Lienor for work performed or materials or services furnished in connection with the Work for which Contractor has been paid or for which payment is not due at the time the lien is filed. In the event a claim of lien is filed against CDD’s or County’s property,

CDD_____ Contractor_____

Contractor shall cause the same to be satisfied within five (5) days following the date of filing, or in the alternative, shall cause the claim of lien to be transferred to bond.

ARTICLE 10. COMMENCEMENT AND COMPLETION OF WORK:

Contractor agrees to commence the Work immediately upon notification by CDD of the desired commencement date. Contractor agrees to coordinate the progress of the Work in accordance with the schedule developed by CDD as shown in **Exhibit "E"**. Contractor shall complete the Work within the time agreed in the CDD's schedule (or any amendment) and such completion date ("Completion Date") shall be specified by the CDD. At CDD's request, Contractor shall prepare a separate critical path matrix for the Work, establishing milestone dates for the completion of the Work in coordination with the schedule developed by the CDD. From and after the Commencement Date, Contractor shall diligently and continuously perform the Work. If CDD determines at any time that the Contractor is behind schedule in the progress of the Work, then, upon notice from the CDD, Contractor shall engage such additional workmen and work such weekend and overtime shifts as are necessary to bring the progress of the Contractor's Work into compliance with the schedule. All such costs and expenses for additional workmen and weekend and overtime shifts shall be at the expense of the Contractor.

ARTICLE 11. PROGRESS PAYMENT: CDD agrees to pay Contractor for the performance of the work the Contract Price specified herein, subject to adjustments and offsets provided herein, in monthly payments ("Progress Payments") during the progress of the Work. Contractor may apply for Progress Payments by submitting an executed request for payment ("Payment Request") based upon the stage of the Work completed and installed through the date of the Payment Request. If any stage of the Work requires testing or special approvals, Contractor may only make application for payment after that portion of the Work has been tested and approved. Payment Requests shall show (i) the value of all labor and materials incorporated into the Work through the end of the preceding billing period (based on the approved schedule of values), (ii) the ten percent (10%) retainage to be withheld by CDD from that Progress Payment, (iii) the cumulative retainage withheld by CDD through the date of the preceding billing period, (iv) all prior Progress Payments made, and (v) the net amounts for each item of the Work requested by the Contractor for that Payment Request. Contractor may only request payment for installed and fully completed work and not partially completed Work or portions thereof shall be payable even if such Work is expected to be completed prior to the time payment for that application is due. Payment Requests shall not include the cost of stored materials or materials delivered to the site which have not yet been installed, unless preapproved in writing by CDD and its insurance carrier. CDD is only responsible for installed materials; Contractor shall be solely liable for any loss or damage to stored materials or equipment (whether stored on-site or off-site), unless otherwise specifically agreed to by CDD in writing.

Payment Requests shall be delivered no later than the 25th day of each month in which Contractor requests a payment. Contractor shall not submit Payment Requests more frequently than once per month. CDD shall have a period of fifteen (15) days after receipt of a proper Payment Request in which to pay Contractor for any sums then due, provided that during this fifteen (15) day period CDD and Engineer have approved the request. CDD may retain ten percent (10%) of each Progress Payment. No Progress Payment (including the Final Payment) made under a Contract shall be construed as CDD's acceptance of defective or improper Work nor construed as a waiver of Contractor's obligation to perform the Work in compliance with the Contract. Contractor shall

CDD_____ Contractor_____

deliver the proof of insurance required pursuant to the Contract upon execution thereof.

ARTICLE 12. **FINAL PAYMENT:** Upon final completion of the Work and written acceptance of the Work by CDD and the Engineer, permitting agencies with jurisdiction on the Work, and the issuance of all necessary governmental approvals, licenses, operating permits or other applicable approvals for the Work, Contractor shall be entitled to apply for the final payment ("Final Payment") of all remaining sums due to Contractor under Contract, including any retainage not previously disbursed. As a further condition precedent to receiving the Final Payment, Contractor shall (i) furnish to CDD a final contractor's affidavit verifying that the Work has been completed in accordance with the Contract and that all Lienors performing any portion of the Work have been paid in full, accompanied by a final lien waiver and releases of lien duly executed by Contractor and each Lienor performing any portion of the Work or having filed a Notice to CDD, all in a form prescribed by CDD, and containing such terms and provisions as CDD deems necessary or desirable in its sole discretion to ensure lien-free completion of the Work, (ii) deliver to CDD all warranties required by the Contract or the Plans and Specifications, and (iii) provide CDD, at Contractor's expense, with accurate and complete "as-built" drawings, soil testing results, and other information which CDD deems necessary or desirable to document completion of the Work (including any and all changes made in the field). Contractor's acceptance of the Final Payment shall constitute a waiver by Contractor of all claims against CDD which are unsettled at the time of the making of the Final Payment. CDD shall have thirty (30) days to make the Final Payment after all conditions precedent to Final Payment are fulfilled. Contractor waives all rights to require early disbursement of retainage under the Florida Construction Prompt Payment Law. Payments due and unpaid to Contractor shall bear interest until paid at the "Prime Rate" published from time to time in the Wall Street Journal.

ARTICLE 13. **CDD'S RIGHT TO WITHHOLD PAYMENTS:** Progress Payments may be withheld on account of (i) defective work not remedied, (ii) liens filed or threatened against the Project with respect to the Work, (iii) failure of the Contractor to make payments properly to any Lienors, (iv) failure of the Contractor to properly submit complete, detailed and verified Payment Requests on such form and content as CDD may reasonably require, (v) failure to submit all required lien waivers and releases, (vi) reasonable evidence that the Work or any portion thereof cannot be completed on or before the Completion Date, (vii) failure of Contractor to otherwise carry out the Work in accordance with the Contract or the schedule, or (viii) failure of Engineer to approve a request. If CDD withholds payment of any amounts because of a bonafide dispute with Contractor as to whether or not such payment is due or as to the amount thereof, Contractor shall remain obligated to diligently pursue and complete the Work regardless of any such dispute and Contractor shall not delay the Work by reason of the CDD's failure to make such payment.

ARTICLE 14. **TAXES:** Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of CDD or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or the completion of the Work. Any sales tax exemptions obtained by CDD shall be credited to CDD for Work performed under the Contract.

CDD_____ Contractor_____

ARTICLE 15. CATALOG CUTS AND SAMPLES OR OTHER SUBMITTALS:

Contractor shall submit to CDD, upon request, complete catalog cuts, samples and/or other information as required by the Plans and Specifications. Contractor must obtain CDD's written approval for any deviation of such samples from the requirements of the Contract and the Plans and Specifications. CDD's review and approval of any and all catalog cuts, samples or other submittals shall be for the sole purpose of providing Contractor with information as to the CDD's objectives and goals with respect to the Work and not for the purpose of determining the adequacy, accuracy or completeness of such items and shall in no way create any liability on the part of CDD for errors, inconsistencies or omissions in any approved items nor shall any such review or approval alter or diminish Contractor's responsibilities. Contractor's submission of any such items shall constitute Contractor's representation that Contractor has determined and coordinated all dimensions, measurements and qualities with existing Work or data submitted by others and with the Plans and Specifications. Once submitted, all such items shall become the property of the CDD.

ARTICLE 16. CHANGES IN THE WORK: CDD may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by CDD in order to be binding on CDD. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by CDD shall be subject to all of the terms of the Contract. CDD shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by CDD and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. CDD may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Exhibit "F") with no additional fees or costs.

ARTICLE 17. DELAYS: If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work by CDD, fire, adverse weather conditions which can not reasonably be anticipated (normal rain delays already being contemplated in determining the Completion Date), unavoidable casualty or similar causes beyond the Contractor's control, then the Completion Date shall be extended by Change Orders for such reasonable time as the CDD may determine. Any claim by Contractor for an extension of the Completion Date shall be made in writing to the CDD not more than two (2) working days after the commencement of the delay, otherwise the claim for extension shall be waived. In the case of a continuing delay only one claim is necessary. Contractor shall identify with specificity the cause of the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work. Any claim for delay by the Contractor shall only serve to extend the Completion Date and shall not entitle the Contractor any increase in the Contract Price, except as specified in Article 10 above.

ARTICLE 18. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall, at Contractor's expense, defend, indemnify, save and hold harmless CDD, its respective members, partners, parents, affiliates, officers, directors, agents, and employees, CDD's

CDD_____ Contractor_____

successors or assigns, and any of their respective members, partners, parents, affiliates, officers, directors, agents, and employees as well as any other person or entity acting for or on behalf of any of them and any other person or entity that CDD is required to contractually indemnify or name as an additional insured, from and against all liability, damage, loss, claims, bodily injury, property damage, personal and advertising injury, and expenses, including but not limited to attorneys' fees, costs, court costs and disbursements, arising out of or alleged to arise out of the Work, including, without limitation, Contractor's work, work performed on Contractor's behalf, or the performance of such work by Contractor or on its behalf, and including, without limitation, any construction lien disputes related to the Work, any patent infringements, any injuries to persons or property (including death or illness) arising from or related to the Work (regardless of whether partially contributed to by CDD's and County's acts or negligence), any expenses or liability incurred under unemployment compensation or worker's compensation laws or social security laws in connection with employees of Contractor, or otherwise arising from or related to any Work or Contractor's obligations under this Agreement. Attorneys' fees, costs, court costs and disbursements shall be defined to include those fees, costs, court costs and disbursements incurred in defending the underlying claim and those fees, costs, court costs and disbursements incurred in connection with the enforcement of this Agreement.

In any claims against any person or entity indemnified under this Section by an employee of the Contractor or the Contractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor's indemnity obligation pursuant to this Section shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any Party or person described in this Section.

Contractor's assumption of liability is independent from, and not limited in any manner by, Contractor's insurance coverage obtained pursuant to this Agreement or otherwise.

Contractor acknowledges CDD's full compliance with Section 725.06, Florida Statutes under all Contract documents.

ARTICLE 19. INSURANCE:

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

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.

CDD_____ Contractor_____

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

Contractor shall also comply with the insurance requirements detailed in the County permit.

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.

CDD_____ Contractor_____

6. All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.
7. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to CDD and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
8. Prior to commencing work, Contractor shall provide CDD with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the CDD. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of CDD's rights under this Agreement. Upon request, the Contractor shall furnish CDD with copies of all additional insured endorsements.
9. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by CDD. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.
10. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.
11. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, CDD shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the CDD, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or CDD shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.
12. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the CDD or any other person or entity CDD is required to name as an additional insured, the Contractor will, upon demand by the CDD, defend and indemnify the CDD and/or any other person or entity CDD is required to name as an additional insured at the Contractor's expense.

CDD_____ Contractor_____

ARTICLE 20. WARRANTY OF WORK AND INDEMNITY: In consideration of the Contract Price the Contractor hereby provides a warranty for the Work for a period of one year after final acceptance by CDD, Engineer and permitting agencies as follows:

- A. Materials furnished under the Agreement will be new and of good quality, unless otherwise required or permitted by the Agreement;
- B. The Work will be free from defects not inherent in the quality required or permitted;
- C. Such warranty includes, without limitation, all statutory warranties which may run from CDD to the ultimate purchaser within the Project and additionally includes an implied warranty of merchantability and fitness for a particular purpose; Contractor warrants the Work will function for the purpose it was designed or intended; Contractor warrants that it will make repairs to the Work in a timely fashion and at its sole expense; Contractor warrants that all labor, material, equipment and supplies furnished and the Work completed pursuant to the Contract will be new, of the highest quality, free from faults and defects and in conformance with the Contract; Contractor warrants that the Work will be free from any contamination by hazardous waste or other hazardous or toxic materials of any kind, including, without limitation, asbestos, PCB's and other toxic or hazardous chemicals or materials; Contractor warrants that in case of emergencies, Contractor, within twenty-four (24) hours of notice (verbal or written), shall diligently and continuously pursue any necessary repairs or replacements of defects until corrected and will restore the Work to the condition required by the Contract; Contractor shall restore both surface and subsurface, both collateral and primary, conditions disturbed during warranty work to their prior state; Contractor agrees that if Contractor, upon five (5) days notice by CDD fails to diligently pursue correction of any deficiency in a continuous and expeditious manner until completion, CDD may, in its sole discretion, act to have such deficiencies corrected at Contractor's expense and such efforts by CDD shall not invalidate any conditions of the Contract or invalidate the on-going warranty obligations of Contractor; Contractor shall indemnify and hold harmless CDD from any claims, loss damage or expense due to defects in the Work; and, if Contractor can in a definite and ascertainable method demonstrate that a deficiency was caused by an adverse and abusive action of CDD, then Contractor shall still be obligated to correct the deficiency, but shall be entitled to fair compensation for its direct cost of repairs thus made; and Contractor's warranty obligations hereunder shall survive completion of the Work and any termination of the Contract and are incorporated into Contractor's final contractor's affidavit for the Work by reference herein.

ARTICLE 21. STANDARDS OF WORKMANSHIP: The Work shall meet the requirements of the Plans and Specifications and the standards generally accepted by the local construction industry.

ARTICLE 22. LABOR DISPUTES: In the event of any labor dispute, regardless of whether or not Contractor caused and/or is directly involved therewith, and regardless of the reason for the labor dispute, Contractor agrees to perform the Work as scheduled. Any such labor dispute shall not be deemed an excuse by Contractor for failure to perform. As used herein, labor dispute shall be deemed to include any strike or refusal to cross any picket line by any laborer or any other person regardless of the person, company or employee to whom such action is directed. Labor disputes shall also include any stoppage, abandonment, interference or any interruption of the Work by any person, labor organization, company or others.

CDD_____ Contractor_____

ARTICLE 23. DEFAULT AND TERMINATION: Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between CDD and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from CDD, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of CDD. At any time after the occurrence of an Event of Default, CDD shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the CDD may deem expedient, without terminating the Contract, and deduct or offset the cost thereof (including compensation for CDD's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between CDD and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to CDD upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events CDD shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants CDD a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

ARTICLE 24. SUSPENSION OF THE WORK: The CDD may from time to time, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the CDD may determine. Except as provided below, such delays shall only serve to extend the Completion Date on a day-to-day basis and shall not entitle the Contractor to any increase in the Contract Price or reimbursement for any expenses, except as specified in Article 10 above. If such suspension, delay or interruption is for a period exceeding ninety (90) continuous days and, once the Work is resumed, Contractor uses its best and diligent efforts to bring the progress of the Work into compliance with the schedule but, nonetheless, completion of Contractor's Work is delayed more than one hundred twenty (120) days beyond the Completion Date, then an adjustment shall be made in the Contract Price for actual increases in the hard costs of the work, if any, directly caused by the CDD's suspension, delay or interruption; provided, however, that no adjustment shall be made to the extent that the Contractor's performance of the Work is, was or would have been so suspended, delayed or interrupted by another cause for which the CDD is not responsible.

ARTICLE 25. CLEAN-UP AND PRESERVATION: Contractor agrees to remove from the Project, as often as directed by CDD, all rubbish, debris and surplus material which may accumulate from the prosecution of the Work. Contractor agrees to maintain the construction site in a clean, professional and orderly fashion. Contractor, at its expense, agrees to remain responsible for the preservation and protection of the Work during any work stoppages or delays and further agrees to protect the Work from deterioration and/or damage until such time as the Work is accepted in writing by CDD and the Final Payment is made. CDD's acceptance of the Work shall not constitute a waiver

CDD _____ Contractor _____

of any claims for defective or non-complying Work.

ARTICLE 26. **SAFETY AND USE OF SITE:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Contractor, at Contractor's expense, shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (i) all employees performing the Work and other persons who may be affected thereby, (ii) all of the Work and all materials and equipment to be incorporated therein, and (iii) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, Occupational, Safety and Health Administration OSHA guidelines and orders of any public authority relating to the safety of persons and properties and their protection from damage, injury or loss. Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The areas of the Project which may be used by Contractor are limited and shall be approved by CDD and any authority having jurisdiction over the site before Contractor commences the Work. CDD shall have the right to reasonably change the location of such areas from time to time upon notice to Contractor. Contractor shall use its best efforts to ensure at all times that any and all conservation areas or nature preserve areas located in or adjacent to the Project are not entered or disturbed, except when authorized by CDD in writing and that all vehicles (whether Contractor's, or any others performing the Work) are to be parked, and all equipment and materials are kept, at all times, on site and that adequate security shall be provided for the job site to protect against trespassing, theft, vandalism, breakage and damage.

ARTICLE 27. **CONDUCT OF WORKMEN:** Contractor shall be responsible for the proper behavior and conduct of all persons performing the Work and shall be responsible for removing from the job site any workmen whose behavior is disruptive to the orderly progress of the Work. No alcoholic beverages of any kind are to be consumed on the job site and no habit forming or illegal drugs are to be brought on the job site or used by any workmen. No radios or drugs are to be brought on the job site or used by any workmen. No radios or other sound-producing devices shall be used in a manner which annoys or disturbs other performing work. Any workmen found to have violated said regulations shall be immediately replaced by Contractor. Any breach of this paragraph will be grounds for immediate termination of the Contractor. All workmen shall be dressed in proper attire.

ARTICLE 28. **NOTICES:** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

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

CDD_____ Contractor_____

With Copy To: **BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale FL, 33301
Att: Michael J. Pawelczyk, Esq., District Attorney

To Contractor: **ARAZOZA BROTHERS CORPORATION**
7027 S.W. 87th Court
Miami, Florida 33173
Att: 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 receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

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

ARTICLE 29. **ARBITRATION:** All claims or disputes between CDD and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

ARTICLE 30. **MISCELLANEOUS:**

(a) Time is of the essence for all Contractor's obligations under the Contract.

(b) Contractor shall not pledge, transfer, encumber or assign its rights under the Contract or any part thereof or interest therein.

(c) Only the CDD or its assignee and/or assignees, the Contractor and any indemnified Parties described in the Contract shall be entitled to the benefits of the Contract, and no other Party

CDD_____ Contractor_____

shall be deemed a third-party beneficiary under the Contract nor be entitled to enforce the terms of the Contract.

(d) In the event any term or provision of the Contract is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of the Contract shall be construed to be in full force and effect. The Contract shall be governed and construed in accordance with the laws of the State of Florida and the Contractor submits to the jurisdiction of the state and federal courts in and for the County in which the project is located and waives any claim that the same is an inconvenient forum.

(e) The Contract contains the entire agreement and understanding between CDD and Contractor and there are no representations, warranties or agreements other than those contained in the Contract. All negotiations and agreements, oral or written, relating to the Work prior to the date of the Contract are superseded and replaced by the terms of the Contract. Any additions, modifications or changes to the Contract must be in writing and signed by the Party against whom enforcement is sought.

(f) No provision of the Contract shall be deemed to have waived by CDD, either expressly, impliedly or by course of conduct, unless such waiver is in writing and signed by CDD, which waiver shall apply only to the matter described in the writing and not to any subsequent rights of CDD.

(g) The prevailing Party in any litigation arising under the Contract shall be entitled to reimbursement of all attorneys' fees and costs incurred at all trial and appellate levels, including any bankruptcy proceedings.

(h) The Contract may not be recorded in the Public Records and any such recording by Contractor shall be deemed a material default. In interpreting the Contract, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded. The Contract shall not be more strictly construed against either Party hereto.

(i) All indemnities, representations, warranties and waivers made by Contractor in favor of CDD, its agents, employees, successors or assigns, shall survive completion of the Work, the making of the Final Payment and any cancellation or termination of the Contract.

(j) All of the exhibits attached to these General Conditions are incorporated in and made a part of the Contract.

(k) This Contract is freely assignable by CDD, in whole and in part.

ARTICLE 31. **CONTRACTOR'S INVESTIGATIONS AND**
REPRESENTATIONS:

CDD _____ Contractor _____

(a) Contractor represents that it is fully qualified and licensed to perform this Contract, and acknowledges that, prior to the execution of this Contract, it has (A) by its own independent investigation ascertained (i) the work required by this Contract, (ii) the conditions involved in performing the work, and (iii) the obligations of this Contract and the Contract Documents; (B) verified all information furnished by CDD & CDD's Engineer included by not limited to plans, specifications, soil test, environmental and archeological audits satisfying itself as to the correctness, implications and accuracy of that information. Any failure by Contractor to independently investigate and become fully informed will not relieve Contractor from its responsibilities hereunder.

(b) Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and furnishing of the Work;

(c) Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) Contractor has performed a detailed quantity estimate for the proposed Work, and used same as the basis for the price of this contract. Contractor understands that the quantities shown on Engineer's estimate will solely be used for the comparison and evaluation of all bids received.

(e) Site Requirements. Contractor shall furnish a detailed written statement specifying the particulars of Job Site if any is not in proper condition to receive the Work, prior to commencement

(f) Violations. Contractor shall notify CDD in writing of any conflicts or errors contained in the Plans and Specifications. Unless Contractor notifies CDD in writing of any such conflicts or errors before beginning the Work, Contractor may not be entitled to a price adjustment or extension.

(g) Information. Contractor shall deliver to CDD a detailed request for such additional information for the proper coordination, scheduling, and planning of Contractor's Work as Contractor may require. No extension of time will be allowed Contractor for lack of information unless such request has been made in writing to CDD and CDD has failed to furnish the information requested within a reasonable period of time.

(h) Contractor acknowledges that the Work required by this Contract must be coordinated by CDD with work and materials to be performed by other contractors and Contractor, prior to commencing the Work, will familiarize itself with the method of construction and work sequence that CDD intends to use.

(i) Contractor shall, at all times, furnish CDD with such information as CDD requires for the proper scheduling, coordination and performance of the Work and will follow CDD's instructions in planning Contractor's Work and coordinating it with that to be performed by other contractors.

(j) Contractor shall not delay or otherwise interfere with CDD or any other Contractors.

(k) Contractor will attend all regularly scheduled construction meetings as determined by CDD and/or Engineer.

CDD_____ Contractor_____

ARTICLE 32.

PROVISIONS APPLICABLE TO THE OWNER AS A PUBLIC ENTITY

§ 32.1 PAYMENT AND PERFORMANCE BOND:

Contractor acknowledges and agrees that the Owner is a local unit of special-purpose government organized under the provisions of Chapter 190, Florida Statutes. Accordingly, the Contractor shall secure a Section 255.05, Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming Owner as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes, which the parties agree Exhibit E satisfies. The Performance Bond must be callable by Owner. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Owner's Engineer and all Notices to Owner, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Owner's Engineer.

§ 32.2 SCRUTINIZED COMPANY CERTIFICATION:

Contractor hereby swears or affirms that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes Contractor further affirms that:

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

CDD_____ Contractor_____

- b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. Contractor is not engaged in business operations in Cuba or Syria.

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

§ 32.3 PUBLIC RECORDS:

- A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
 1. Keep and maintain public records required by the 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 Owner, 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 Owner 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**

CDD_____ Contractor_____

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: (305) 777-0761
EMAIL: jpierman@sdsinc.org**

§ 32.4 E-VERIFY:

Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the 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.

§ 32.5 SOVEREIGN IMMUNITY:

The Contractor acknowledges that Owner is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes. Contractor acknowledges that the Owner is a "State agency or subdivision" as defined in Section 768.28, Florida Statute, and is afforded the protections, immunities, and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any parts, or assignee thereof, to which sovereign immunity may be applicable.

§ 32.6 NO PREFERENCES:

Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the 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.

§ 32.7 DAMAGES

Contractor acknowledges that if there is a delay in the completion of the Project, the CDD will suffer damages that would be difficult or impossible to calculate, but that may include lost rent, additional interest expense, breach of agreements with third parties, and damage to its reputation. Contractor shall be liable to CDD in the amount of \$500.00 for each calendar day Contractor fails to achieve Substantial Completion of the entire project by the Final Substantial Completion Date.

CDD_____ Contractor_____

ARTICLE 33. **TERMINATION BY THE OWNER FOR CONVENIENCE**

If the CDD terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the CDD shall pay the Contractor a termination fee as follows:

The amounts specified in Section 14.4.3 of AIA Document A201-2017 will be payable, but no additional termination fee will be due.

CDD_____ Contractor_____

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

WITNESSES:

AVENIR COMMUNITY

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

Print
Name: _____

By: _____
Name: Virginia Cepero
Title: Chair
Board of Supervisors

Print
Name: _____

Dated: _____

WITNESSES:

CONTRACTOR:

ARAZOZA BROTHERS CORPORATION, a Florida corporation

Print
Name: _____

By: _____
Name: _____
Title: _____

Print
Name: _____

Dated: _____

EXHIBIT “A”

“PROJECT DESCRIPTION”

NORTHLAKE BOULEVARD MEDIAN FRONTING AVENIR TOWN CENTER

See Plans and Specifications listed in and attached as Exhibit “C”

EXHIBIT "B"

"WORK DESCRIPTION"

The Work Description for the NORTHLAKE BOULEVARD MEDIAN FRONTING AVENIR TOWN CENTER includes but it is not limited to the following items:

- Installation of landscape material in accordance to the plans and specifications listed in Exhibit "C".
- Installation of irrigation system in accordance to the plans and specifications listed in Exhibit "C".

EXHIBIT “C”

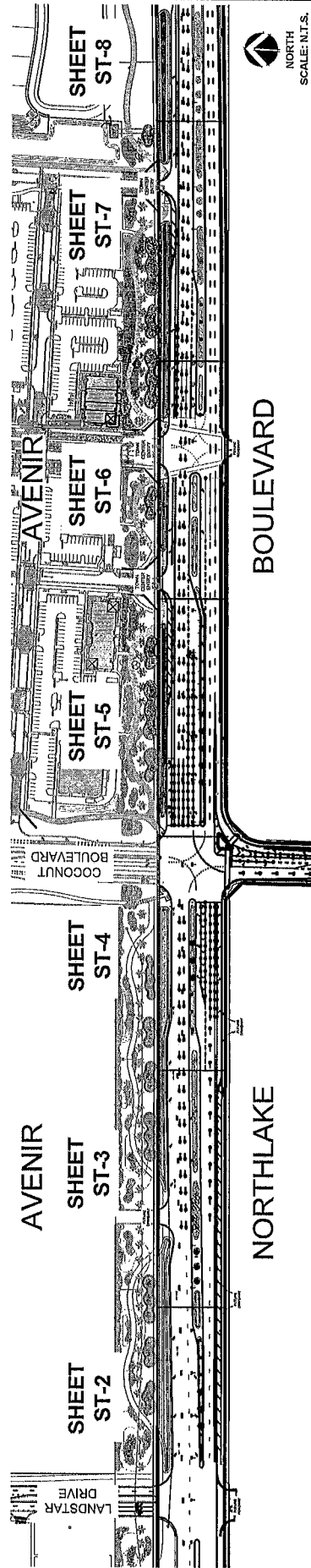
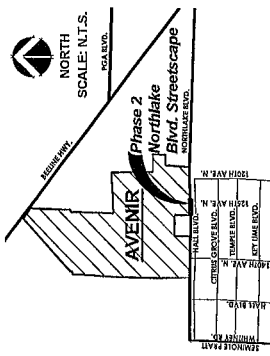
“PLANS AND SPECIFICATIONS”

Following is the Index of Plans and Specifications:

1. Avenir Northlake Boulevard Streetscape Landscape Plans – Phase 2, prepared by Urban Design Studio, dated January 8, 2025, sheets ST-1 through ST-11(attached).

Palm Beach Gardens, Florida

SHEET ST-1: LANDSCAPE COVER SHEET
SHEET ST-2: STREETSCAPE PLAN
SHEET ST-3: STREETSCAPE PLAN
SHEET ST-4: STREETSCAPE PLAN
SHEET ST-5: STREETSCAPE PLAN
SHEET ST-6: STREETSCAPE PLAN
SHEET ST-7: STREETSCAPE PLAN
SHEET ST-8: STREETSCAPE PLAN
SHEET ST-9: LANDSCAPE DETAILS
SHEET ST-10: SUA DETAILS/PLANT LIST
SHEET ST-11: LANDSCAPE SPECIFICATION

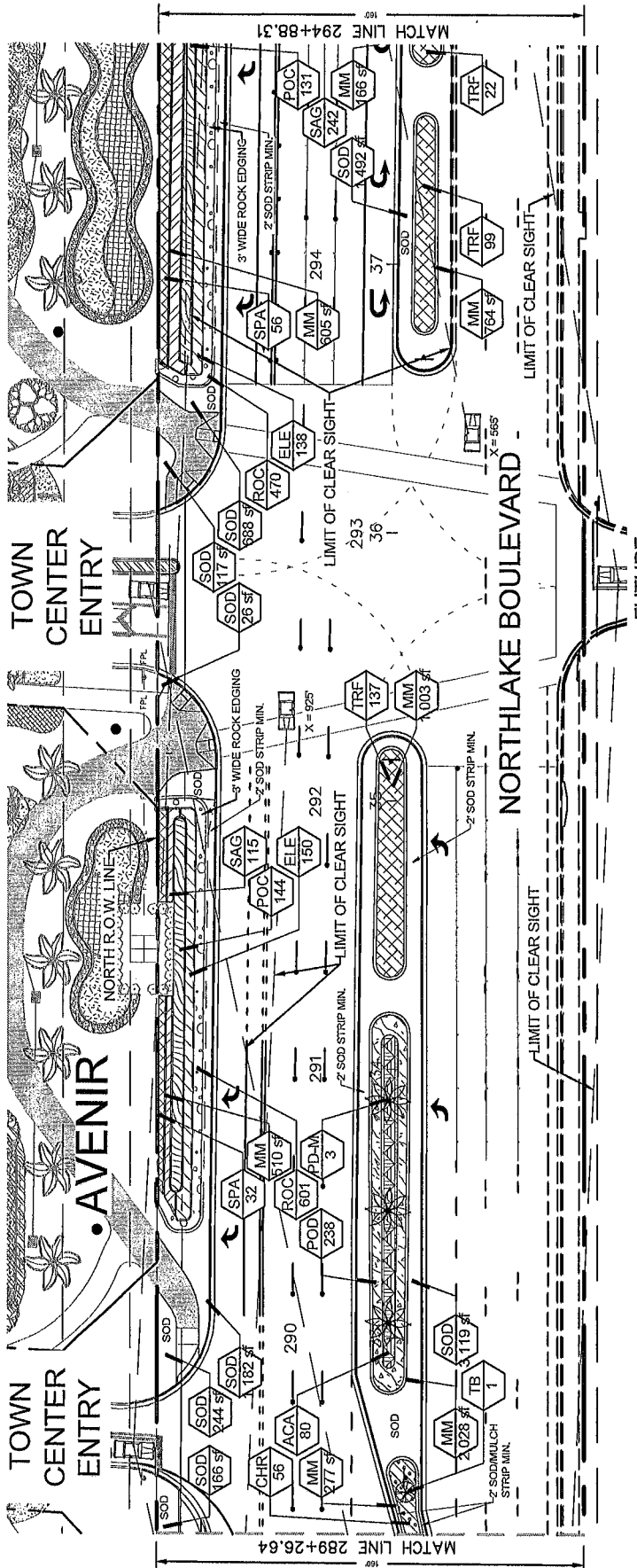




NOTE: LANDSCAPING OUTSIDE OF R.O.W. IS SHOWN FOR REFERENCE PURPOSES ONLY. PROPOSED LANDSCAPING SHALL BE FIELD ADJUSTED AS NEEDED TO AVOID CONFLICTS WITH EXISTING LANDSCAPE. TYP

UTLITAL ZONE					
	SUE	Eucalyptus intermedia / Jolidated Splammoth Bare Root, 15-27 "H., 2-4" O.C.			
	FDC	Pennisetum coccineum / Palawan Wood Barer Root, 10-28' H., 2"-4" O.C.			
	SAG	Stylosanthes javanicola / Dark Potato Bare Root, 12-18" H., 18" O.C.			
	MIM CH	Mitch Meeklania (or approved equiva) / Mulash Quantity To Be Verified By Contractor			
	RCC	Rock Maken With Fibrous Lamer / Rock 2-3" White Concrete Block (in ft) to match Photo Installation or Approved Equip. Make note per # design. Set on 4:1 cut. Blank bottom surface. (1-BED-RD-02-05SD) Edge Treatment with # Permalene Aluminum edging.			
	SOD	Shorea palauensis acuminatum / Horatium / Pectocarpus Gossypifera Trees Shaded soil around rather than to level lawn. City will verify by			

SHEET: ST-2
OF: 11
PROJECT NO.



NOTE: LANDSCAPING OUTSIDE OF R.O.W. IS SHOWN FOR REFERENCE PURPOSES ONLY. PROPOSED LANDSCAPING SHALL BE FIELD ADJUSTED AS NEEDED TO AVOID CONFLICTS WITH EXISTING LANDSCAPE, TYP.

SYMBOL	CODE	BOTANICAL / COMMON NAME
	TEES	
	BN24	Quercus agrifolia / Southern Live Oak 22' Ht. x 18" Sp., 30" O.C., Single Straight Trunk, Full and Even Canopy, No Low Branch
	TB	Tabebuia bahamensis / White Tabebuia Canopy Crown, 12' Ht. x 5" Sp., 2" Coll., Straight Trunk, Full Canopy
	PALM TREES	
	AMS	Adonis amabilis / Christmas Palm Field Green, Trunk Staggered Ht. Trunk, Min. 18" OA Ht. 3.5-4' Coll. 11-12' C.W., 5 Full Fronds, Matched
	PDAM	Phoenix decussata / Windmill Date Palm Field Green, 11-12' Clear Wood, Florida #1, Classic Coll. Matched Ht., Full Dense Crown
	SPR	Sabal palmetto / Cabbage Palmetto Collected, Varying Heights, 15-25' C.T., Slight Curved Trunk, Hurricane Cut
	SP	Sabal palmetto / Cabbage Palmetto Collected, Varying Heights, 12-16' C.T., Slight Straight Trunk, Hurricane Cut

SYMBOL	CODE	BOTANICAL / COMMON NAME
	SHRUBS	
	ZP1	Zamia furcata / Coontie 3' Coll., 18" Ht. x 18" Sp., Full and Dense, Matched
	ACA	Acacia wilkesiana / Coprosma 3' Coll., 24" Ht. x 18" Sp., 30" O.C., Full and Dense, Full to Base
	CHR	Chrysanthemum 'Red Tip' / Red Tip Chrysanthemum 3' Coll., 18" Ht. x 12" Sp., 24" O.C., Full and Dense, Full to Base
	H402	Hamelia litoralis / Dwarf Firebush 3' Coll., 18" Ht. x 18" Sp., 24" O.C., Full to Base, Dense
	GROUNDCOVERS	
	POD	Podocarpus macrophyllus / Pringle / Dwarf Podocarpus 3' Coll., 12" Ht. x 12" Sp., 24" O.C., Fully Rooted, Full to Base, Dense
	MLH	Muhlenbergia capillaris / Pink Muhly 1' Coll., 18" Ht. x 18" Sp., 30" O.C., Fully Rooted & Dense
	SPA	Sparganium angustifolium / Broad Sparganium 1' Coll., 18" Ht. x 18" Sp., 30" O.C.
	TNF	Tropaeolum bicoloratum / Florida Gumsucker 1' Coll., 18" Ht. x 18" Sp., 30" O.C., Full Dense Plant

SYMBOL	CODE	BOTANICAL / COMMON NAME
	LANDSCAPE MATERIALS	
	ELE	Eleocharis intermedia / Solid Spikemoss Base Rock, 18-24" Ht., 24" O.C.
	POC	Potamogeton nodosus / Fiddler Weed Base Rock, 12-24" Ht., 24" O.C.
	SAG	Sagittaria latifolia / Duck Potato Base Rock, 12-24" Ht., 18" O.C.
	MULCH	
	MM	Mulch Mulch (as approved equal) / Mulch Quantity To Be Verified By Contractor
	ROC	Rock Rock with Rain Layer / Rock 2-4" Thick with Rain Layer / Rock Approved Equal, Make rock bed 4" deep. Set on 4.1 cu. Black Woven/Wood Reinforced Landscape Fabric by Fabritech Inc. Minimum 100% Polypropylene Edge Treatment with 7" Perimeter Adhesive sealant.
	SOD	
	SOD	Stenotaphrum secundatum / Floratam St. Augustine Grass Laid flat with no gaps or uneven surfaces. Disease, insect, and weed free. Seeded and rolled with roller to level lawn. City, to be verified by Permitting Authority.

610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
P 561-366-1100
LBTR-200813414

Scale: 1"=40'

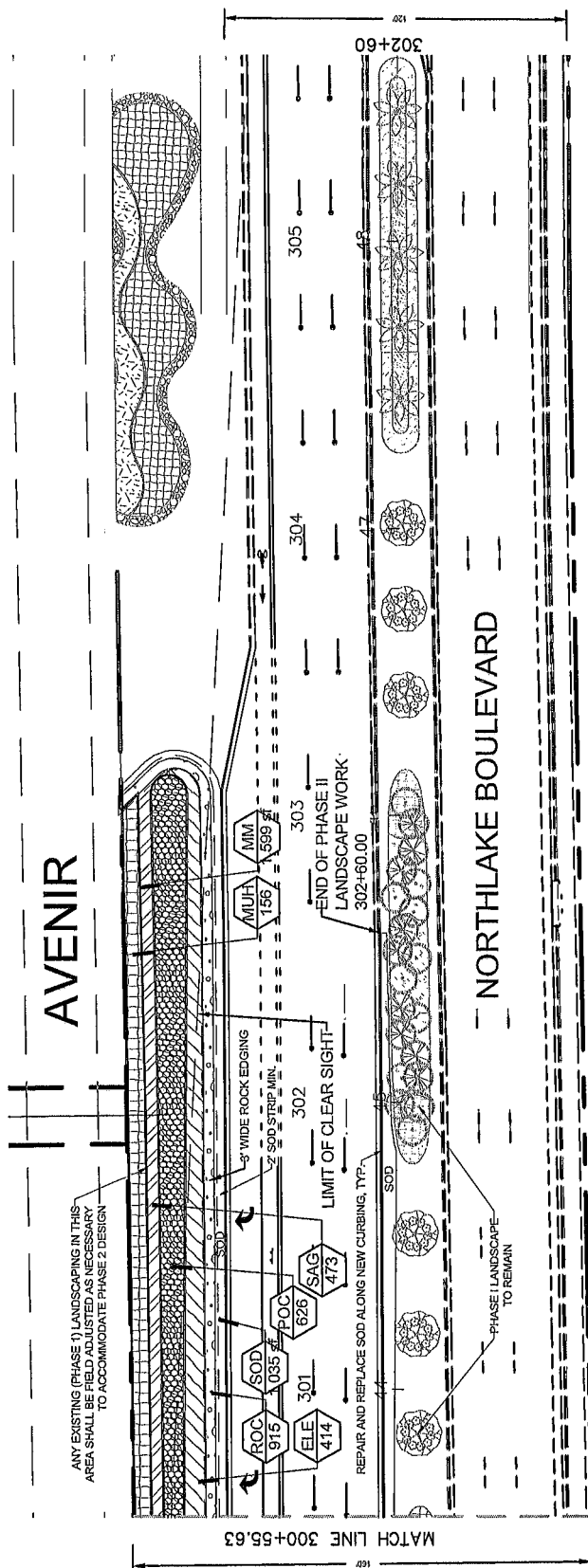
No. _____ By _____ Date _____

REVISIONS

APPROVED: NM
DRAWN: JBT
CHECKED: BMM
DATE: 01.08.25


STREETSCAPE PLAN

SHEET: ST-6
OF: 11
PROJECT NO.: 13414



SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	CH24	Quercus virginiana / Southern Live Oak 12" DBH, 15' Ht. x 18" Sp., Full and Dense, Matched
	TB	Taxodium distichum / White Tabebuia Container Grown, 12" Ht. x 5" Sp., 2' Cal., Straight Trunk, Full Canopy
DRYLAND TREES		
	AMD	Adiantum merriamii / Christmas Palm Field Grown, 11-13' Clear Wood, Florida #1, 11-12" DBH, 5' Full Fronds, Matched
	PDM	Phoenix dactyloca / Medjool / Medjool Date Palm Field Grown, 11-13' Clear Wood, Florida #1, 11-12" DBH, 5' Full Fronds, Matched
	SPR	Sabal palmetto / Cabbage Palmetto Container Grown, Varying Heights, 18-25' C.T., Steep Curved Trunk, Horticulture Cut
	SP	Sabal palmetto / Cabbage Palmetto Field Grown, Varying Heights, 12-18' C.T., Steep Straight Trunk, Horticulture Cut

NOTE: LANDSCAPING OUTSIDE OF R.O.W. IS SHOWN FOR REFERENCE PURPOSES ONLY. PROPOSED LANDSCAPING SHALL BE FIELD ADJUSTED AS NEEDED TO AVOID CONFLICTS WITH EXISTING LANDSCAPE, TYP.

SHRUBS			Zamia pumila / Cordozo 3 Gal., 18" Ht. x 18" Sp., Full and Dense, Matched
SHRUB AREAS			
ACA	Analytis velleborifolia / Corporeal 3 Gal., 24" Ht. x 18" Sp., 35" O.C., Full and Dense, Full to Base		
CHR	Chrysanthemum 'Rear Tip' / Red Tip Chrysanthemum 3 Gal., 18" Ht. x 18" Sp., 24" O.C., Full to Base and Dense		
HAN2	Hamelia modesta / Dwarf Fishbush 3 Gal., 18" Ht. x 18" Sp., 24" O.C., Full to Base, Dense		
POD	Podocarpus macrophyllus / Privet / Dwarf Podocarpus 3 Gal., 18" Ht. x 18" Sp., 24" O.C., Fully Rooted, Full to Base, Dense		
GRASSES			
MAH	Muhlenbergia capillaris / Pink Muhly 1 Gal., 18" Ht. x 18" Sp., 35" O.C., Fully Rooted & Dense		
SFA	Stylidium bakeri / Small Cordogras 1 Gal., 18" Ht. x 18" Sp., 35" O.C.		
TYF	Typha latifolia / Florida Canna 1 Gal., 18" Ht. x 18" Sp., 35" O.C., Full Dense Plant		

UTURN ZONE		Eleocharis integrifolia / Jointed Spikerush Bare Root, 18-24" Ht., 24" O.C.
ROC	Rock	Stylidium lineare / Small Orchid Bare Root, 18-24" Ht., 24" O.C.
SAG	Sage	Stylidium lineare / Small Orchid Bare Root, 18-24" Ht., 24" O.C.
MELCH	Melch	Mulch Melchiora (for approved equal) / Mulch Quantity To Be Verified by Contractor
MM	MM	Mulch Melchiora (for approved equal) / Mulch Quantity To Be Verified by Contractor
ROC	Rock	Stylidium lineare / Small Orchid Bare Root, 18-24" Ht., 24" O.C.
ROC	Rock	Stylidium lineare / Small Orchid Bare Root, 18-24" Ht., 24" O.C.
SOD	SOD	Stylidium lineare / Small Orchid Bare Root, 18-24" Ht., 24" O.C.

610 Clematis Street, Suite C102
West Palm Beach, FL 33401
P 561-365-1100
LBTR-200913414

Scale

No.

Revisions

By

Date

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 2129, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'

APPROVED: NM

DRAWN: JB/T

CHECKED: JB/T

DATE: 01.08.25

SHEET: ST-9

OF: 11

SUBJECT NO.

18027

LANDSCAPE DETAILS

**urban
design
studio**
Landscape Architecture
Landscape Architecture & Interiors
Landscape Architecture & Interiors

610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
P 561-366-1100
LBTR-200913414

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 31229, WEST PALM BEACH, FLORIDA

SCALE: N.T.S.
APPROVED: NM
DRAWN: JET/P
CHECKED: JBN/M
DATE: 01.08.25

SUA DETAILS/PLANT LIST

SHEET: ST-10

OF: 11

PROJECT NO.: 190037

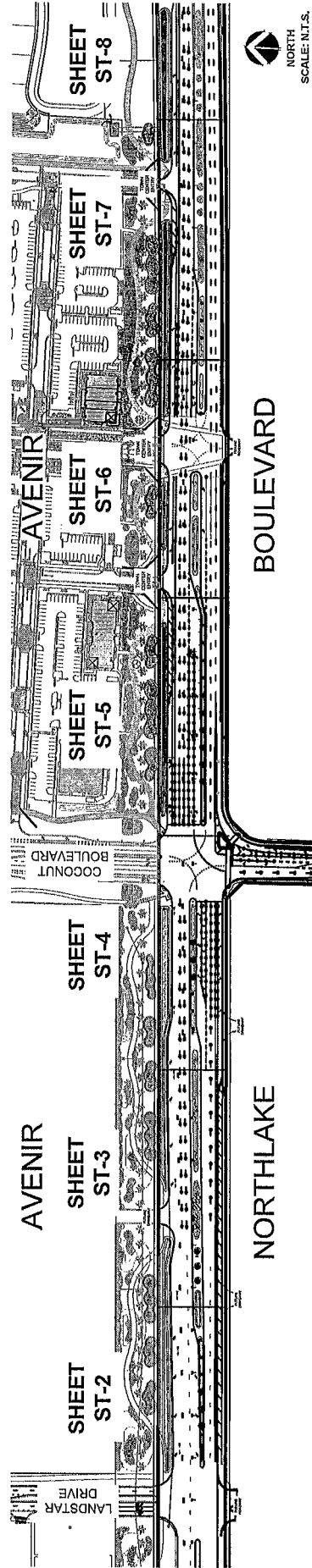
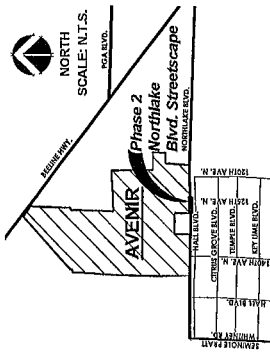
Avenir - Northlake Blvd. Streetscape Landscape Plans - Phase 2

Palm Beach Gardens, Florida

SHEET KEY

- SHEET ST-1: LANDSCAPE COVER SHEET
- SHEET ST-2: STREETSCAPE PLAN
- SHEET ST-3: STREETSCAPE PLAN
- SHEET ST-4: STREETSCAPE PLAN
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- SHEET ST-9: LANDSCAPE DETAILS
- SHEET ST-10: SUA DETAILS/PLANT LIST
- SHEET ST-11: LANDSCAPE SPECIFICATIONS

LOCATION MAP



610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
P 561-366-1100
LBTR-200913414

**urban
design
studio**

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 11224, WEST PALM BEACH, FLORIDA



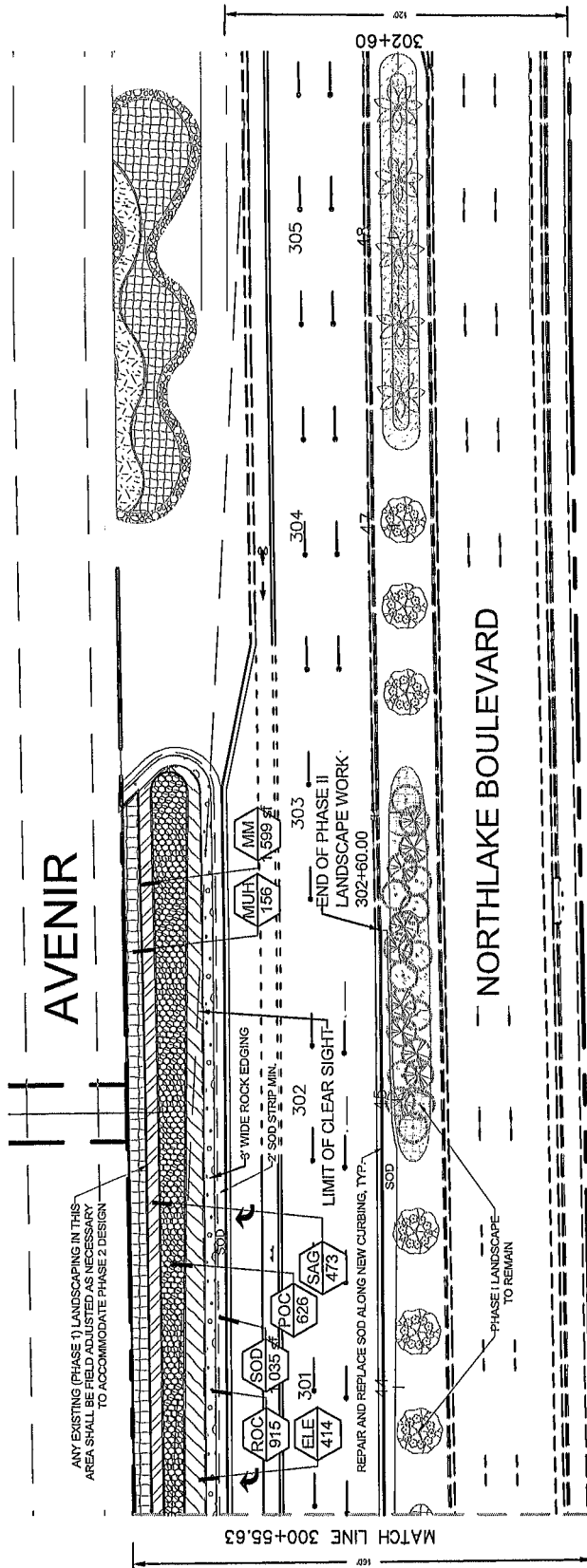
SCALE: N.T.S.
APPROVED: NM
DRAWN: JBTP
CHECKED: JBMM
DATE: 01.08.25

LANDSCAPE COVER SHEET

SHEET-ST-1
OF 11
PROJECT NO.
18247



SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES	QV24	<i>Quercus virginiana</i> / Southern Live Oak 5' to 8' tall, Single Straight Trunk, Full and Even Canopy, No Low Crooks
	TS	<i>Taxodium distichum</i> / Water Tupelo Canopy Crowned, 12' H, x 6" Spn., 2' Cal. Straight Trunk, Full Canopy
PALM TREES	AMG	<i>Adonidia merrillii</i> / Christmas Palm 10' to 12' tall, 12" to 14" trunk, 10' to 12' Cal. H., 3.5" Cal. DIA., 11" to 12" Spn., Full Crown, Matched
	PDAM	<i>Phoenix dactyloides</i> 'Major' / Negundo Date Palm 10' to 12' tall, 11" to 13" Cal. Wood, Florida #1, Classic Cut, Matched Hts., Full Dense Crown
	SPFR	<i>Sabal palmetto</i> / Cabbage Palmett Colonnaded, Varying Heights, 6" to 8" C.T., Slick Curved Trunk, Harrison Cat
	SP	<i>Sabal palmetto</i> / Cabbage Palmetto Colonnaded, Varying Heights, 12" to 15" C.T., Slick Straight Trunk, Harrison Cat



SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	CH24	Quercus virginiana / Southern Live Oak 12" DBH, 15' Ht. x 18" Sp., Full and Dense, Matched
	TB	Taxodium distichum / White Tabebuia Container Grown, 12" Ht. x 5" Sp., 2' Cal., Straight Trunk, Full Canopy
DRAMA TREES		
	AMD	Adiantum merriamii / Christmas Palm Field Grown, 11-13' Clear Wood, Florida #1, 11-12" DBH, 5' Full Fronds, Matched
	PDM	Phoenix dactyloca / Medjool / Medjool Date Palm Field Grown, 11-13' Clear Wood, Florida #1, 11-12" DBH, 5' Full Fronds, Matched
	SPR	Salix pyramidalis / Cabbage Palmetto Container Grown, Varying Heights, 15-25' C.T., Steep Curved Trunk, Horticulture Cut
	SP	Salix pyramidalis / Cabbage Palmetto Field Grown, Varying Heights, 12-15' C.T., Steep Straight Trunk, Horticulture Cut

NOTE: LANDSCAPING OUTSIDE OF R.O.W. IS SHOWN FOR REFERENCE PURPOSES ONLY. PROPOSED LANDSCAPING SHALL BE FIELD ADJUSTED AS NEEDED TO AVOID CONFLICTS WITH EXISTING LANDSCAPE, TYP.

SHRUBS		Zamia furcata / Cordoba 3 Gal., 18" Ht. x 18" Sp., Full and Dense, Matched
SHRUB AREAS		
ACA	Asplenium platyneuron / Copperleaf 3 Gal., 24" Ht. x 18" Sp., 35" O.C., Full and Dense, Full to Base	
CHR	Chrysanthemum 'Real Tip' / Red Tip Chrysanthemum 3 Gal., 18" Ht. x 18" Sp., 24" O.C., Full to Base and Dense	
HAN	Hemelia nodosa / Dwarf Fishbush 3 Gal., 18" Ht. x 18" Sp., 24" O.C., Full to Base, Dense	
POD	Podocarpus macrophyllus / Privet 3 Gal., 18" Ht. x 18" Sp., 24" O.C., Fully Rooted, Full to Base, Dense	
GRASSES		
MAH	Muhlenbergia capillaris / Pink Muhly 1 Gal., 18" Ht. x 18" Sp., 35" O.C., Fully Rooted & Dense	
SFA	Stylosanthes bifida / Sand Cordgrass 1 Gal., 18" Ht. x 18" Sp., 35" O.C.	
TYF	Typha latifolia / Florida Canna 1 Gal., 18" Ht. x 18" Sp., 35" O.C., Full Dense Plant	

UTURN ZONE		Eleocharis intermedia / Jointed Spikerush Bare Root, 18-24" Ht., 24" O.C.
ELE		
POC		Podocarpus macrophyllus / Privet Bare Root, 18-24" Ht., 24" O.C.
SAG		Sagittaria latifolia / Duck Potato Bare Root, 12-18" Ht., 18" O.C.
MULCH		Mulch Mulch (for approved equal) / Mulch Quantity To Be Verified by Contractor
ROCK		Rock Mulch with 1/4" Screen / 24" x 24" White Decorative Rock (6" to 8") to match Phase I Installation or Approved Equal. Mulch rock bed 4" deep. Set on 4.1 cu. Yd. Base. Waveform Random Landscape Base by Palmetto Inc. or Approved Equal. Single Treatment with 1" Perimeter Edging.
ROC		
SOD		Stenotaphrum secundatum / St. Augustine Grass Laid flat with no gaps or uneven surfaces. Disposal, insect, and weed free. Soil shall be amended with 10% to level lawn. Qty. to be verified by Contractor in the field.

Urban design studio

610 Clematis Street, Suite C102
West Palm Beach, FL 33401
P 561-365-1100
LBTR-200913414

Scale

No.

Revisions

By

Date

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 2129, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'

APPROVED: NM

DRAWN: JB/T

CHECKED: JB/T

DATE: 01.08.25

SHEET: ST-9

OF: 11

SUBJECT NO. 18027

LANDSCAPE DETAILS

EXHIBIT “D”

“SCOPE OF WORK”

The Scope of Work for the NORTHLAKE BOULEVARD MEDIAN FRONTING AVENIR TOWN CENTER includes but it is not limited to the following items:

- Installation of landscape material in accordance to the plans and specifications listed in Exhibit “C”.
- Installation of irrigation system in accordance to the plans and specifications listed in Exhibit “C”.

EXHIBIT “E”

“CONSTRUCTION SCHEDULE”

Contractor agrees to perform the work and receive Substantial Completion by _____, 2025.

EXHIBIT “F”

“SCHEDULE OF VALUES”

(See Attached)



01/17/2025

Arazoza Bros., Corp.

4/2/25

7027 SW 87 Ct, Miami Fl 33173 | Phone: 305-246-3223 | FAX: 786-536-7686

LI 7806-25R Avenir - Northlake Blvd. Phase 2 - Revised*Northlake Median*

Description	Size	Total Qty	Unit Cost	Total Cost
Trees & Palms				
Adonia merrillii/Christmas Palm	18' Ht., 11-12' GW, 3.5-4" Cal., Triple	12	\$900.00	\$10,800.00
Phoenix dactylifera 'Medjool'/Medjool Date Palm	11-13' CT, Classic Cut, Matched	13	\$6,000.00	\$78,000.00
Quercus virginiana/Live Oak	22' Ht. X 10' Spr., 5" Cal.	3	\$2,250.00	\$6,750.00
Sabal Palmetto/Cabbage Palm	12-18' CT, Slick Straight Trunk, Hurricane Cut	10	\$350.00	\$3,500.00
Sabal Palmetto/Cabbage Palm	15-25' CT, Slick Curved Trunk, Hurricane Cut	10	\$450.00	\$4,500.00
Tabebuia bahamensis/White Tabebuia	12' Ht. X 5' Spr., 2" Cal.	16	\$650.00	\$10,400.00
				\$113,950.00
Shrubs				
Acalypha wilkesiana/Copperleaf	3 Gal., 24" Ht. X 18" Spr.	348	\$10.00	\$3,480.00
Chrysobalanus icaco 'Red Tip'/Red Tip Cocoplum	3 Gal., 18" Ht x 12" Spr	859	\$8.00	\$6,872.00
Hamelia nodosa/Dwarf Firebush	3 Gal., 18" Ht. X 18" Spr.	190	\$8.00	\$1,520.00
Muhlenbergia capillaris/Muhly Grass	1 Gal., 18" Ht. X 18" Spr.	1,206	\$8.00	\$9,648.00
Podocarpus macrophyllus 'Pringles'/Dwarf Podocarpus	3 Gal., 12" Ht. X 12" Spr.	855	\$10.00	\$8,550.00
Zamia pumila/Coontie	3 Gal., 18" Ht. X 18" Spr.	30	\$25.00	\$750.00
				\$30,820.00
Groundcover				
Spartina bakeri/Sand Cordgrass	1 Gal., 18" Ht. X 18" Spr.	277	\$5.00	\$1,385.00
Tripsacum floridana/florida Gamma Grass	1 Gal., 18" Ht. X 18" Spr.	855	\$4.00	\$3,420.00
				\$4,805.00
Mulch				
Brown Mulch	3" Depth, Cubic Yard	325	\$50.00	\$16,250.00
				\$16,250.00
Sod				
St. Augustine Sod	Square Feet	37,000	\$0.55	\$20,350.00
				\$20,350.00
Gravel				
Rock Mulch - White Decorative Rock or approved equal	4" Depth, Cubic Yards	115	\$500.00	\$57,500.00
				\$57,500.00
Root Barrier				
Root Barrier	36" Depth, Linear Feet	300	\$15.00	\$4,500.00
				\$4,500.00
Weed,Eros.Fab				
Filter Fabric	Square Feet	11,000	\$0.45	\$4,950.00
				\$4,950.00
Miscellaneous				
Aluminum Edging	Linear Feet	3,100	\$5.00	\$15,500.00
				\$15,500.00
Littoral Plants				
Eleocharis interstincta/Jointed Spikerush	Bare Root, 18-24" Ht.	2,573	\$2.00	\$5,146.00
Pontederia cordata/Pickereel Weed	Bare Root, 12-24" Ht.	3,800	\$2.50	\$9,500.00
Sagittaria lancifolia/Duck Potato	Bare Root, 12-18" Ht.	4,268	\$2.00	\$8,536.00
				\$23,182.00
Total Landscape...				\$291,807.00



01/17/2025

Arazoza Bros., Corp.

7027 SW 87 Ct, Miami FL 33173 | Phone: 305-246-3223 | FAX: 786-536-7686

Grand Total

\$291,807.00

Qualifications:

Landscape

- * Landscape proposal is based upon drawings ST-1 thru ST-11 last dated 01/08/2025 byurban design studio.
- * Excavation of planting areas, soil to finish grade by others. All landscaped areas to be received denuded at +/- 1" of finish grade. Excavation and Backfill of soils is not included in proposal.
- * All work associated with existing trees/plants/lawns to remain (including tree protection), to be removed or to be relocated is not included in proposal.
- * Standard 2" x 4" wood bracing for trees and palms is included in proposal.
- * Initial fertilizer is included in proposal.
- * Tree grates, site furnishing, and hardscape items are not included in proposal.
- * Maintenance through acceptance only is included in proposal.
- * Structural soil (if needed) is not included in proposal.
- * Landscape permit fee is not included in proposal.
- * All living material to be provided will be Florida #1 quality according to the Florida Grades & Standards.
- * New installations are guaranteed for 1 year from completion/final acceptance.
- * Reference Sod Quantity: Sod quantity is approximated; actual quantity to be field-verified at time of installation.

General

- * Any item not specifically listed is excluded from proposal.
- * Bond is not included in proposal; if required add 1.5%.
- * MOT is not included in proposal, unless specifically detailed.
- * Hoisting of material to upper levels, if required, is not included in proposal.
- * This proposal shall be valid for ninety (90) days from date of issue.
- * 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: _____

Submitted By: _____ Date: _____

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



*Monthly Managers Report
April 30, 2025*

Date of Report: 4/22/2025

Submitted by: Richard Salvatore

○ **Completed Tasks**

- The low voltage, access control expansion has been completed.
 - All pool access gates, pickleball main gate, and tennis main gate, all now have a touch point for access via ID card.
- Spring loaded, self-closing hinges, have been added to the pickleball and tennis gates, to help further secure facilities.
- The arrival of the previously approved additional card tables have arrived.
 - Awaiting the arrival of the ordered custom chairs.
- Annual flower rotation has been completed, per board's approval during the previous meeting.
- The fences that were damaged during the tornado/hurricane have been repaired.
- Ground Rods and surge protectors were installed on both electrical panels for the Avenir Drive entry feature, with the intention of protecting pumps and equipment from brown out or power surges.
 - A ground rod was installed on the exterior electrical panel servicing the tennis and pickleball court, per Automatic Access' recommendation to protect new low voltage equipment.
- Annual maintenance was performed on the Clubhouse's (3) tankless hot water heaters.
 - During annual maintenance; The expansion tank and backflow were found to be faulty and were replaced.
 - It was recommended that we install a commander module to control the timing and firing of the (3) Hot water heaters, to help control usage time and power consumption due to unnecessary firing of multiple HW heaters at once.

○ **Ongoing Tasks**

- Awaiting proposal for an additional Access Control touch point on the clubhouse front door, increasing the security and potentially eliminating the need for late night staffing, and/or allowing for later clubhouse access "after hours".
- Awaiting an offer on a potential sale of the large "Avenir" cart
 - Additionally, awaiting proposals for an additional cart, to allow for simultaneous maintenance use and tennis court maintenance use.
- Awaiting proposal to add additional security cameras on the exterior of the clubhouse, increasing monitoring and security of amenities.

- Awaiting proposals from multiple vendors, to have price comparisons for 2025-2026 budget.
 - Areas of work include: Pest control, Fire/Sprinkler/Life Safety Maintenance, Fitness equipment maintenance, HVAC maintenance, Mosquito Abatement treatment.
 - Awaiting the arrival and installation of the attached playground shade, which was damaged during the hurricane/tornado.
- ***Future Items / Items For Consideration***
- Proposals for spare pumps for the coconut entry feature have been received. 2 Proposals; 1 for exact matches, 1 for cheaper options with exact same specs and footprint.
 - Exact Matches: \$13,387 for (4) 3HP Pentair pumps
 - Alternate Option: \$5,010 for (4) 3HP XtremePower US Pumps
 - Proposal from Arizosa for replacement/upgrade of dead/dying material along the cart path, nearest the lake. Replacement will be to similar material already in the area that is flourishing.
 - \$2,603 to rip out dead material and replace with (75) 3 gallon Trinets.
 - Troubleshooting to identify faulty exterior lights has been completed. 27 in total were identified.
 - 1 Quote received from Boston Electric: \$9,656
 - Awaiting quotes for the repair and consideration.
 - Proposals for higher frequency tennis court maintenance has been received from the current maintenance vendor, PLAY Academy.
 - Current frequency: 3 days / week @ \$1,140 / month.
 - Proposed Frequency: 5 days / week @ \$1,666 / month
- ***Resident Requests / Recommendations***
- Addition of wall mounted or free standing punching bag in the aerobics room?
 - ~ \$400 - \$500 for cheaper “free standing” Option
 - Residents have recommended that the board look at the “Guest Policy” related to the frequency of guest visitation
 - Specifically, residents have recommended a policy be put in place that allows a specific guest to visit only a certain amount of times before they are required to purchase an annual membership. Similar to that of a “Country Club Golf Course” type policy, 1 visit every 90 days, per guest, with advanced reservation and registration.

Lifestyle Directors Report

Date of Report: 4/22/2025

Submitted by: Patrice Chiaramonte

Avenir Women's Event – March 6, 2025

Avenir Patrons gathered for a vibrant and empowering evening at the Avenir Women's Event. With over 15 local vendors, live beauty demonstrations, and exciting raffle prizes, the event celebrated community, creativity, and connection. It was an inspiring night of fun, fashion, and fabulous finds!



Journey Tribute Concert – March 7, 2025

Avenir was rocking on March 7th as patrons packed the venue for an unforgettable Journey Tribute Concert. The energy was electric, the vocals were spot-on, and the crowd loved every moment. From "Don't Stop Believin'" to "Open Arms," it was a night of pure nostalgia and great music. A huge success!



Woodstock Tribute Concert – April 4, 2025

Peace, love, and music filled the air as Avenir patrons were transported back to the summer of '69 during the Woodstock Tribute Concert. The performances paid homage to legendary artists and iconic moments in music history. With incredible sound, groovy vibes, and a fantastic turnout, it was a night to remember.



Eggchella– April 19th, 2025

Eggchella at Avenir was a blast! Over 200 patrons joined the fun with age-group egg hunts, crafts, face painting, balloon twisting, bounce houses, a bubble show, magic show, Chick-fil-A, and ice cream. A perfect day of family fun! 🐰 🧺 🥚 💖



Upcoming Clubhouse Events:

Hurricane Safety Expo- Friday May 2nd

Food Truck Night- Monday May 5th

Mother's Day Movie Night- Friday May 9th

Food Tour- Saturday May 10th

Memorial Day Pool Party- Monday May 26th

Field Operations Manager Report

Date Submitted: 4/22/25

Submitted by: Jorge Rodriguez

Completed Tasks

- Board requested dog waste stations have been installed in various spots in between most communities, along Avenir drive.
 - Installation of stations still ongoing in between the later phased, new communities,
- Annual plumbing maintenance program was completed by Mickey's Plumbing
- Annual flower rotations have been completed.
- Pressure washing of all sidewalks, curbs, playgrounds, and pool deck was completed in the month of March
 - April's pressure washing to begin the weekend of 4/26 and finish the week there after
- (2) Pallets of additional tennis court clay have been ordered and received, for tennis court maintenance.

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.

My Vision for House Club at Avenir

With over **20 years of experience** in fine dining and luxury private events, I believe that exceptional cuisine and hospitality can **elevate a community's prestige** and bring people closer together.

I proposed a last year **tailored menu** designed specifically for **House Club at Avenir**, but my vision goes beyond just great food. I see an opportunity to transform the club into a **culinary and social hub**, offering residents not only exquisite dining but also unique experiences that reflect the exclusivity and prestige of the Avenir community.

How This Elevates Avenir's Value

By enhancing the **House Club**, we create a **prestigious lifestyle destination**, reinforcing Avenir's status as a **high-end community** where residents receive the quality they truly deserve. This means:

- ☑ **Exclusive Fine Dining Experiences** – A curated menu featuring healthy, refined, and seasonal dishes made from the finest ingredients.
- ☑ **Private & Prestigious Dinners** – Special evenings for residents and their guests, bringing an elevated level of hospitality to Avenir.
- ☑ **Culinary Activities & Events** – Engaging community members through themed dining nights, chef's table experiences, and interactive food events.
- ☑ **Cooking Classes & Workshops** – A chance for residents to learn from a professional chef, discovering new techniques and recipes.

Why Trust My Expertise?

I have spent the past **20 years mastering the art of fine dining**, working with elite clients, celebrities, and prestigious venues worldwide. My expertise extends beyond private dining—I have **consulted for top restaurants** in cities such as **Dubai, Austria, Germany, Greece, and Cyprus**, many of which still proudly feature my signature dishes on their menus today.

- 🏆 **'Chef of the Year'** by *The Best of Gastronomy*
- 🏆 **Medal of Honor & 'Chef of the Year 2025'** by *The Greek Taste Beyond Borders*
- 👤 **Personal chef to high-profile clients and celebrities** in the U.S.

My approach focuses on **premium ingredients, refined flavors, and innovative culinary techniques** that not only enhance the dining experience but also **elevate the reputation of any establishment** I collaborate with.

Avenir Deserves the Best

My goal is to ensure that **House Club at Avenir** becomes more than just a dining space—it will be a **culinary destination** that enhances the **lifestyle, prestige, and overall experience** of living

in this exclusive community. With my expertise, I will bring a new level of **refinement, quality, and engagement** that residents and their guests will appreciate.

Let's make Avenir's House Club a symbol of excellence in luxury dining!

From: [Ardit Kacorri](#)
To: [Jason Pierman](#)
Subject: Re: Chef Ardit Avenir
Date: Sunday, April 13, 2025 11:41:26 AM

Hello Jason I wish this mail finds you well . Im sending you the answers on your questions , also I wanted to notice that we will have and a kids menu .

1. What days and hours will you be open?

For the moment, I'm planning to be open on weekends. However, I'm flexible and can adjust the schedule based on your needs or special events.

2. Will you hold the liquor license?

At the moment, I don't hold a liquor license. However, if it's something of interest to you or the board, we can consider obtaining one or renting it when needed.

3. What are prices for menu items?

Once we agree on the menu, I will calculate the cost of the products, and then we can set the final prices accordingly.

4. How do you propose we address furniture, cutlery, dishes, etc.? Will you supply?

For the moment, I can provide plates and all necessary items for the dining experience. As we move forward and identify which areas work best and if there's interest in having a seated restaurant, we can create a plan to include tables and a more permanent setup.

On Apr 9, 2025, at 11:16 AM, Jason Pierman <JPierman@sdsinc.org> wrote:

- What days and hours will you be open?
- Will you hold the liquor license?
- What are prices for menu items?
- How do you propose we address furniture, cutlery, dishes, etc.? Will you supply?

Breakfast Menu

Fresh Juices & Smoothies

- **Freshly Squeezed Orange Juice**
- **Green Detox Smoothie**
 - Spinach, Kale, Pineapple, Banana, Coconut Water
- **Tropical Bliss Smoothie**
 - Mango, Pineapple, Coconut Milk, Chia Seeds

Fresh Fruit Bowls

- **Acai Bowl**
 - Acai Puree, Granola, Mixed Berries, Banana, Honey
- **Fresh Fruit Salad**
 - Seasonal Fruits, Mint, Lime Zest

Greek Yogurt Parfait

- **Greek Yogurt Parfait**
 - Greek Yogurt, Honey, Mixed Berries, Almonds -

Eggs & Omelettes

- **Classic Breakfast**
 - Two Eggs any style, Toast, Hash Browns, Choice of Bacon or Sausage
- **Mediterranean Omelette**
 - Spinach, Feta Cheese, Tomatoes, Kalamata Olives

Avocado Toast

- **Avocado Toast**
 - Smashed Avocado, Cherry Tomatoes, Radish, Sprouts, Poached Egg, Whole Grain Toast
 - **Mediterranean Specialties**
- **Shakshuka**
 - Poached Eggs in Spicy Tomato Sauce, Bell Peppers, Onions, Feta, Toasted Bread
- **Mediterranean Breakfast Plate**
 - Hummus, Baba Ganoush, Labneh, Pita Bread, Olives, Cucumber, Tomato

Pancakes & French Toast

- **Buttermilk Pancakes**
 - Fresh Berries, Maple Syrup

- **French Toast**
 - Brioche Bread, Cinnamon Sugar, Fresh Berries, Whipped Cream

Bakery Selection

- **Croissant**
- **Assorted Muffins**

Hot Beverages

- **Coffee**
- **Espresso**
- **Cappuccino**
- **Selection of Teas**

This breakfast menu offers a variety of options that reflect the fresh and health-conscious, incorporating Mediterranean flavors and ingredients.

Lunch Menu

To Share

Greco-Roman Meze Selection

- Selection of Pita, Spreads, Crudos, and Small Plates from Italy and the Greek Islands

Salads

- **Greek Salad (V)**
 - Barrel-aged Feta, Tomatoes, Cucumber, Kalamáta Olives
- **Avenir Caesar**
 - Baby Lettuce, Aged Parmesan, Crispy Prosciutto

Pizzas

- **Pepperoni Pizza**
 - Tomato Sauce, Mozzarella, Pepperoni
- **Roman Pizza: Gorgonzola Dolce, Black Truffle (V) -**
- **Roman Pizza: Campagnola Mozzarella, Tomato Sauce, Basil (V)**
- **Roman Pizza: Beef Tomato, Garlic Confit, Wild Oregano (VG)**

Mains (Choose From)

- **Rigatoni al Ragu**
 - Beef Ragù, Parmesan
- **Chicken “Souvla”**
 - Feta Spicy Spread, Cucumber, Mint Salad
- **Wood-fired Cauliflower (VG)**
 - Dry Fruit Chutney, Tahini, Zaatar, Pomegranate Molasses
- **Salt Crust Sea Bass**
 - Citrus Dressing

Street Eats

- **Classic Beef Burger**
 - Prime Beef Patty, Aged Cheddar, Lettuce, Tomato, Caramelized Onions, Pickles, Special Sauce, Brioche Bun, Fries
- **Buttermilk Crispy Chicken Burger**
 - Coleslaw, Pickles, Spicy Mayo, Brioche Bun, Sweet Potato Fries
- **Club Chicken Sandwich**
 - Grilled Chicken Breast, Bacon, Lettuce, Tomato, Avocado, Mayo, Toasted Bread, Served with Fries
- **Tempura Shrimp Bao Buns**
 - Pickled Vegetables, Sriracha Mayo, Fresh Cilantro

- **Baja chicken Tacos**
 - Beer-battered chicken, Shredded Cabbage, Pico de Gallo, Chipotle Mayo, Soft Corn Tortillas

Please inform your server of any allergies or intolerances before placing your order. Not all ingredients are listed on the menu, and we cannot guarantee the total absence of allergens. Detailed information on the fourteen legal allergens is available on request; however, we are unable to provide information on other allergens.

Menu

Starters

Cold Starters

- Tzatziki & Babaganush with Crudités
- Smoked Tarama, Bottarga, and Olives
- Spicy 'Nduja
- Beef Tartare, Confit Egg Yolk, Florina Pepper Sauce
- Beef Carpaccio, Smoked Cheese, Pickled Mushrooms, Truffle Mustard Dressing

Warm Starters

- Keftedes (Greek-style Meatballs), Tomato Relish, Smoked Yoghurt
- Grilled Greek Beef Sharma , Aubergine, Passata Sauce, Chillies, Grilled Bread
- Baked Scallops, Chermoula Butter, Breadcrumbs

Vegetarian Starters

- Greek Salad (V), Barrel-aged Feta, Tomatoes, Cucumber, Kalamáta Olives
- Avenir Caesar, Baby Lettuce, Aged Parmesan, Crispy Prosciutto -
- Bread Basket (VG), Greek Extra Virgin Olive Oil, 25yr Aged Balsamic
- Crocchette di Formaggio (V), Taleggio, Provolone, Cheddar, Truffle Mayonnaise -
- Burrata (V), Datterini Tomato & Confit San Marzano, Basil, Thyme
- Beetroot Carpaccio (V), Walnut Pesto, Yoghurt

Seafood Starters

- Tuna Tartare, Citrus Dressing, Avocado, Crispy Spiced Phyllo
- Yellowtail, Sweet Potato Puree with Citrus
- Grilled Octopus, Greek Fava Purée, Onion Stifado, Wild Oregano Dressing
- Fried Squid, Black Garlic Aioli
- Sea Bream Carpaccio, Sauce Vierge, Amalfi Lemon, Verbena Oil

Salads

- Greek Salad (V), Barrel-aged Feta, Tomatoes, Cucumber, Kalamáta Olives
- Avenir Caesar, Baby Lettuce, Aged Parmesan, Crispy Prosciutto

Main Courses

Pasta

- Pastitsio, Oxtail Ragu, Graviera Sauce, Black Truffle
- Devon Crab Linguini, Lemon, Chilli, Herb Butter, Platinum Caviar
- Rigatoni Ragu, Beef Ragù, Parmesan

- Tagliatelle Truffle (V), Mushrooms Butter, Black Truffle

Seafood

- Cod “A La Polita”, Artichokes, Peas, Mussel Butter Sauce
- Shrimps “Saganaki”, Tomato Sauce, Barrel-aged Feta, Ouzo
- Seabream, Fricassé Green, Tomato, Capers
- Salt Crust Sea Bass, Citrus Dressing

Meat

- Chicken “Souvla”, Feta Spicy Spread, Cucumber, Mint Salad
- Lamb Chops, Paprika Sauce, Cabbage Salad
- Strip Loin Tagliata, Green Peppercorn Sauce, Pickled Onion, Crunchy Potato

Vegetarian & Vegan

- Asparagus Risotto (V), Spinach & Rocket Pesto, Dill Butter, Lemon Powder
- Wood-fired Cauliflower (VG), Tahini, Pomegranate Molasses, Almonds, Chutney

Feasting Platters

- Bacchus Feasting, Dishes for the Table
- Lobster Paccheri Pasta, Black Truffle, Creamy Bisque Sauce
- Bistecca, 40 Day Dry-aged 1kg British Beef with Bacchanalia Condiments
- Wood-fired Lamb, Thyme Sauce, Lamb Jus, Wild Oregano
- Orzo “Giouvetsi”, Italian Style Meatballs, Mix Peppers, Santorini’s Tomato Paste

Sides

- Baby Courgette (VG)
- Green Beans (VG), Fresh Tomato Sauce, Mint, Verjus
- Grilled Asparagus (VG), Calabrian Mayo, Sourdough Pangrattato
- Steamed Courgettes, Saffron Dressing, Wild Greens
- Steamed Baby Potatoes (VG), Red Onion, Capers, Preserved Lemon

Elevate Your Dishes

- Black Truffle
- Caviar

(V) Vegetarian | (VG) Vegan

Please always inform your server of any allergies or intolerances before placing your order. Not all ingredients are listed on the menu, and we cannot guarantee the total absence of allergens. Detailed information on the fourteen legal allergens is available on request,

Dessert Menu

- **Avenir Tiramisu**
 - Mascarpone Cream, Coffee Namelaka, Savoiardi Biscuit -
- **Dark Chocolate & Lime Pavlova (VG)**
 - Chocolate Meringue, 70% Dark Chocolate Cream, Lime -
- **Ice Cream Selection**
 - Vanilla, Chocolate, Hazelnut, Pistachio (per scoop)
- **Peanut & Banana**
 - Peanut Mousse, Caramelised Banana, Banana Sorbet -
- **Fruit Platter & Sorbet**
 - Selection of Seasonal Fruit and Sorbet
- **Sorbet Selection**
 - Banana Lime, Figs Strawberry (per scoop)
- **Soft Serve**
 - Greek Yoghurt, Fresh Berries, Honey
 - Mango Soft Serve, Vanilla Ice Cream, Caramel Sauce -



AVENIR

COCKTAILS



MENU

CLASSIC

PAPER PLANE

Premium whiskey mixed with lime and sugar.

ROYAL MARTINI

Freshly brewed espresso mixed with rum and lime.

RASPBERRY MOJITO

Rum stirred with raspberry, fresh mint, lime and sugar.

DAIQUIRI

Rum, lemon juice and sugar mixed with apple.

RETRO MARGARITA

Tequila, lime juice, rum with pinch of salt.

DRY FRUIT MOJITO

Vodka mixed with sugar and dry fruits.

SIGNATURE

SUMMER IN PALM BEACH

Rum, lavender syrup, cranberry juice, lime juice, topped with soda.

TAKE ME TO MIAMI

Vodka, passion fruit syrup, lime juice, pineapple juice.

MIRACLE OF AVENIR

Tequila, Cointreau, pear prickles, raspberry syrup, lime juice.

REMEMBER THE NIGHT

Mezcal, Cointreau, lime juice, agave juice, blood orange pure.

IT WAS ALL A DREAM

Gin, Cointreau, beet juice, lychee juice, lime juice.

CAIO BELLA

Aperol, prosecco, mango syrup, topped with soda.

Cocktail concept
Enri Megemeja

RANDY'S HOLIDAY LIGHTING - 6 METER CONE TREE SPECS & PRICING

6M ROMA CONE TREE WITH STAR (6M X 2.1M)
ALUMINUM FRAME, 6 LEVELS, GREEN AND RED PVC GARLAND, 2600L 24 WARM WHITE/WARM WHITE FLASH LED, 57M 24V WARM WHITE LED ROPE LIGHT, 24V WARM WHITE LED ROPE LIGHT STAR, TRANSFORMER, AND POWER CORD WITH UL PLUG (NO LIGHTS ON RED RIBBON)

Estimated landed \$4,500.00



6M MASTER CONE TREE (6M X 2.1M)
ALUMINUM FRAME,1 RING AT THE TOP AND 5 LEVELS, GREEN PVC GARLAND, 740L 24 WHITE/ WHITE FLASH LED, 160M 24V WHITE LED ROPE LIGHT TRANSFORMER, AND POWER CORD WITH UL PLUG

Estimated landed \$4,500.00



6M BOSTON NEWTON SPIRAL TREE (6M X 2.7M)
SILVER PAINTED ALUMINUM FRAME, PVC GARLAND, 2700L 24 WHITE/ WHITE FLASH LED, 71M 24V LED ROPE LIGHT TRANSFORMER, POWER CORD WITH UL PLUG, AND METAL FRAME PACKING. COLORS: RED, GREEN, WHITE

Estimated landed \$4,500.00



6M BOSTON NEWTON SPIRAL TREE (6M X 2.7M)
SILVER PAINTED ALUMINUM FRAME, PVC GARLAND, 2700L 24 WARM WHITE/ WARM WHITE FLASH LED, 71M 24V WARM WHITE LED ROPE LIGHT
TRANSFORMER, POWER CORD WITH UL PLUG, AND METAL FRAME PACKING. COLOR: GOLD

Estimated landed \$4,500.00



6M BOSTON DEDHAM SPIRAL TREE (6M X 2.7M)
SILVER PAINTED ALUMINUM FRAME, PVC GARLAND, 5400L 24V LED (WARM WHITE/WARM WHITE FLASH ON GOLD GARLAND AND WHITE/WHITE FLASH ON SILVER GARLAND),
71M 24V LED ROPE LIGHT, TRANSFORMER, POWER CORD WITH UL PLUG, AND METAL FRAME PACKING. COLOR: GOLD

Estimated landed \$5,500.00





6M BOSTON DEDHAM SPIRAL TREE (6M X 2.7M)

SILVER PAINTED ALUMINUM FRAME, WHITE AND SILVER PVC GARLAND, 5400L 24V WHITE/WHITE FLASH LED, 71M 24V LED ROPE LIGHT TRANSFORMER, POWER CORD WITH UL PLUG, AND METAL FRAME PACKING. COLOR: WHITE

Estimated landed \$5,400.00



6M LIGHTED TREE (6M X 2M) PLUS 0.8M STAR (6.8M X 2M OVERALL)

GOLD PAINTED ALUMINUM FRAME, CLEAR PVC MESH, 2025L 24V WARM WHITE/WARM WHITE FLASH LED TRANSFORMER, AND POWER CORD WITH UL PLUG

Estimated landed \$3,800.00

