



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
FEBRUARY 26, 2026
12:30 P.M.**

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

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

AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
REGULAR BOARD MEETING
February 26, 2026
12:30 p.m.

- A. Call to Order
- B. Proof of Publication
- C. Establish Quorum
- D. Additions or Deletions to Agenda
 - 1. Comments from the Public for Items Not on the Agenda (**Limited to 3 Minutes Per Person**)
- E. Approval of Minutes
 - 1. January 22, 2026, Regular Board Meeting Minutes
- F. Old Business
- G. New Business
 - 1. Consider Approval of SUA Avenir Wastewater Metering Station Addition
 - 2. Consider Approval of Spine Road Phase 3 Median Modification (JW Cheetham)
 - 3. Discussion Regarding Asphalt Path Designation
- H. Change Orders
 - 1. Consider Approval of Change Order No 2 - Pod 18 (Crossroads Paving Solution) - \$7,825.50
 - 2. Consider Approval of Change Order No 1 - Pod 18 (Southern Oaks Carpentry) - \$1,750.00
 - 3. Consider Approval of Change Order Nos 1-8 - Pod 18 (Aries AV) - \$70,660.89
 - 4. Consider Approval of Change Order No 1 - Pod 18 (Prince Development Group) - \$8,447.00
 - 5. Consider Approval of Change Order No 1 - Pod 18 (Structural Building Components) - \$5,300.00
 - 6. Consider Approval of Change Order Nos 1-5 - Pod 18 (Viking Utility Services) - \$26,933.00
 - 7. Consider Approval of Change Order No 1 - Pod 18 (Illumination LED Lighting) - \$28,970.99
 - 8. Consider Approval of Change Order No 1 - Pod 18 (Titan Stone) - \$32,161.00
 - 9. Consider Approval of Change Order No 21 - Pod 11 Lake Excavation (H&J) - \$414,088.00
 - 10. Consider Ratification of Change Order No 1 - Pod 21 (AC Quality Electric) - \$3,500
 - 11. Consider Ratification of Change Order No 1 - Pod 21 (Insite) - \$10,000
- I. Consent Agenda
 - 1. Consider Ratification of Maintenance Agreement (Pod 21)
 - 2. Consider Ratification of Covering Annuals at Avenir and Clubhouse
 - 3. Consider Ratification of Avenir Town Center – Repair Cart Path and Damaged Curb
 - 4. Consider Ratification of Publix Swale Bush Hog February 2026

5. Consider Ratification of Replacing 2-Inch Valve on at Avenir Dr. Entrance
6. Consider Ratification of MMcite Bench Proposal - Pod 21

J. Clubhouse

1. Clubhouse Management Report
2. Discussion Regarding Clubhouse Restaurant
3. Consider Approval of Clubhouse and Pool Landscaping Revamp
4. Discussion Regarding Aerobics Room Access Control

K. Administrative Matters

L. Board Member Comments

M. Adjourn

LOCALIQ

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

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Avenir CDD

2501A Burns RD
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:

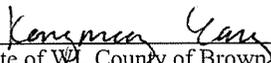
WPB Palm Beach Post 10/13/2025
WPB palmbeachpost.com 10/13/2025

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 10/13/2025



Legal Clerk



Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost: \$311.00
Tax Amount: \$0.00
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Order No: 11736996 # of Copies:
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KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF BOARD MEETING
AVENIR COMMUNITY DEVELOPMENT DISTRICT
NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Avenir Community Development District will hold Regular Board Meetings at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 12:30 p.m. on the following dates:
October 23, 2025
November 20, 2025
December 18, 2025
January 22, 2026
February 26, 2026
March 26, 2026
April 23, 2026
May 28, 2026
June 25, 2026
July 23, 2026
August 27, 2026
September 24, 2026

Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. A copy of the agenda and information on how to access the telephone communication information for this Meeting may be obtained by accessing the District's website at www.avenircdd.org or by contacting the office of the District Manager, Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922, during normal business hours. Each Meeting may be continued to a date, time, and place to be specified on the record at that Meeting.

Note that the telephone communication is being provided by the District as a courtesy to members of the public who desire to listen to the Meeting remotely, but attendees utilizing this telephone communication will not be able to participate in the Meeting. Any person desiring to provide public comments at such Meeting must attend in person.

There may be occasions when one or more Supervisors will participate by telephone. At the above location, there will be present a speaker telephone so that any interested person can attend the Meeting and be fully informed of the discussions taking place either in person or by telephone communication. Each Meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in a Meeting is asked to advise the District Office at least forty-eight (48) hours prior to the Meeting by contacting the District Manager at 561-630-4922. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager.

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

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenircdd.org
October 13, 2025 11736996

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 22, 2026**

A. CALL TO ORDER

The January 22, 2026, 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 13, 2025, as part of the District’s Fiscal Year 2025/2026 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, Mitch Kay and Rich Cartlidge (via phone) and it was in order to proceed with the meeting.

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

Also present were District residents: Anthony Loyacona, Benjamin Sadler, June Leonard, Rich Leonard, Steve Goldberg and Richard Horowitz.

Jessica Shilling – Advanced Mulch
Mark Latham – Mulch Management

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. Horowitz requested an update regarding the potential Clubhouse restaurant. Mr. Pierman advised that he had received proposed revisions to the agreement from the interested entity, which are currently under review.

Mr. Goldberg asked about a water fountain at the pickleball courts. Mr. Salvatore noted that there was a water fountain in the tennis and pickleball facility.

E. APPROVAL OF MINUTES

1. November 20, 2025, Public Hearing & Regular Board Meeting

The minutes of the November 20, 2025, Public Hearing & Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously approving the minutes of the November 20, 2025 Public Hearing & Regular Board Meeting, as presented.

F. OLD BUSINESS

There were no old business items to come before the Board.

G. NEW BUSINESS

1. Consider Additional Flashing Crosswalk Signs

Mr. Ballbe noted that eight flashing crosswalk signs had already been ordered, in addition to the two being considered today.

Following discussion, a **motion** was made by Mr. Lopez, seconded by Ms. Cepero and unanimously passed approving the additional signs, and authorizing staff to draft an agreement to be executed by the Chair for all ten signs.

2. Discussion Regarding Mulch Proposals

Mr. Pierman reported that, pursuant to the Board's direction at the previous meeting, additional mulch proposals were solicited. Ms. Bowden went over the proposals for one-inch and one-and-one-half-inch mulch applications.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero authorizing acceptance of the lowest-cost proposal for a one-inch mulch application.

3. Discussion Regarding Holiday Lights

Mr. Pierman reported requests to extend the holiday lighting. Following discussion, the Board consensus was to turn on the lights after Halloween and keep them up until the end of January. A request was also made to enhance the lighting at the Coconut Boulevard entrance for next year.

4. Update Regarding Dog Park Rules

Mr. Pierman presented draft dog park rules and noted two rules requiring discussion. First, Mr. Ballbe confirmed that the park would have running water. Second, it was confirmed that all incidents must be reported to the Avenir CDD contact, Ms. Bowden.

5. Consider SUA Easement

Mr. Ballbe explained that a portion of Tract RW2 along Avenir Drive within Pod 21 had a water main that goes through the CDD buffer, so an easement was required.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez, and unanimously passed authorizing the Pod 21 SUA easement.

6. Consider Entrance Feature Fountain Wind Sensors

Mr. Pierman reminded the Board that sensors were suggested to help with the front entrance Bougainvillea replacement. Mr. Salvatore presented wind sensor proposals totaling \$5,783.18 and \$4,900.10. Following discussion, the Board declined to proceed with the sensors at this time and will continue to monitor the new Bougainvillea's performance.

7. Consider SPF Underground Proposals (Pod 21)

Mr. Ballbe explained that SPF Underground utilities was for Pod 21 FPL installation Phases one and two.

A **motion** was made by Mr. Cartlidge, seconded by Mr. Lopez, and unanimously passed approving the proposals, subject to legal review.

8. Consider Change Order No. 1 – Precast Pod 21

Mr. Ballbe explained that the perimeter wall for Pod 21 was being completed and a footer was being added. He confirmed that the additional work was being done based on previously approved unit prices in the original agreement.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez, and unanimously passed authorizing Change Order No. 1 – Precast Pod 21 in the amount of \$276,193.50.

H. CONSENT AGENDA

- 1. Consider Ratification of Clubhouse Irrigation Pump Station Maintenance (Arazoza)**
- 2. Consider Ratification of Landscape Replacement (Arazoza)**
- 3. Consider Ratification of Pump Station Maintenance (Arazoza)**
- 4. Consider Ratification of Regency Bladder Tank Replacement (Arazoza)**
- 5. Consider Ratification of Regency Pump Station Electrical Part (Arazoza)**
- 6. Consider Ratification of Regency Pump Station Replace Cracked Flanges (Arazoza)**
- 7. Consider Ratification of Updated Landscape Maintenance – Solana Bay Wall (Arazoza)**

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously ratifying the above Consent Agenda Items 1 through 7, as presented.

I. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore presented the monthly manager's report, noting that protective padding for the pickleball courts had been delivered and would be installed, and that front entrance ID card automation had been implemented.

A **motion** was made by Mr. Cartlidge, seconded by Ms. Cepero and unanimously passed authorizing annual ID card registration audits for active ownership patrons, effective March 1, 2026.

A **motion** was then made by Mr. Cartlidge, seconded by Ms. Cepero, and unanimously passed authorizing a thirty-day trial adjusting clubhouse Vesta personnel hours to 8:00 a.m. through 10:00 p.m. due to the ID card automation enhancement.

Following discussion, the Board consensus was to limit coffee machine operating hours to 8:00 a.m. through 12:00 p.m. daily and to send an email notification to patrons.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving the installation of electrical service to the shed in the amount of \$4,693 and directing staff to prepare an agreement.

Ms. Chiamonte provided a recap of Clubhouse events from the past few months, noting that they were well attended.

2. Discussion Regarding Clubhouse Membership Options

Mr. Pierman reported a high volume of requests for shorter-term clubhouse membership options in addition to the existing twelve-month option. Following discussion, the Board directed that no changes be made and that the membership term remain at twelve months.

J. ADMINISTRATIVE MATTERS

Mr. Pierman reminded the Board that the next Regular Board Meeting was scheduled for February 26, 2026, at 12:30 p.m.

K. BOARD MEMBER COMMENTS

There were no further Board Member comments.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Cartlidge, seconded by Ms. Cepero and passed unanimously adjourning the Regular Board Meeting at 1:11 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

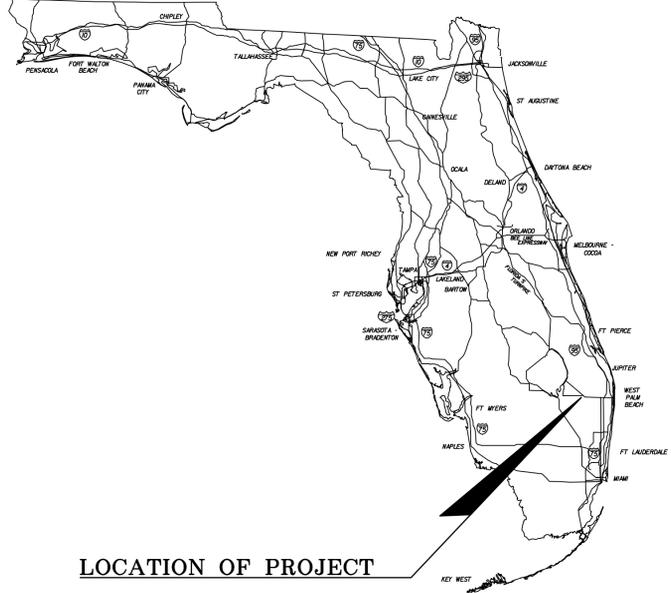
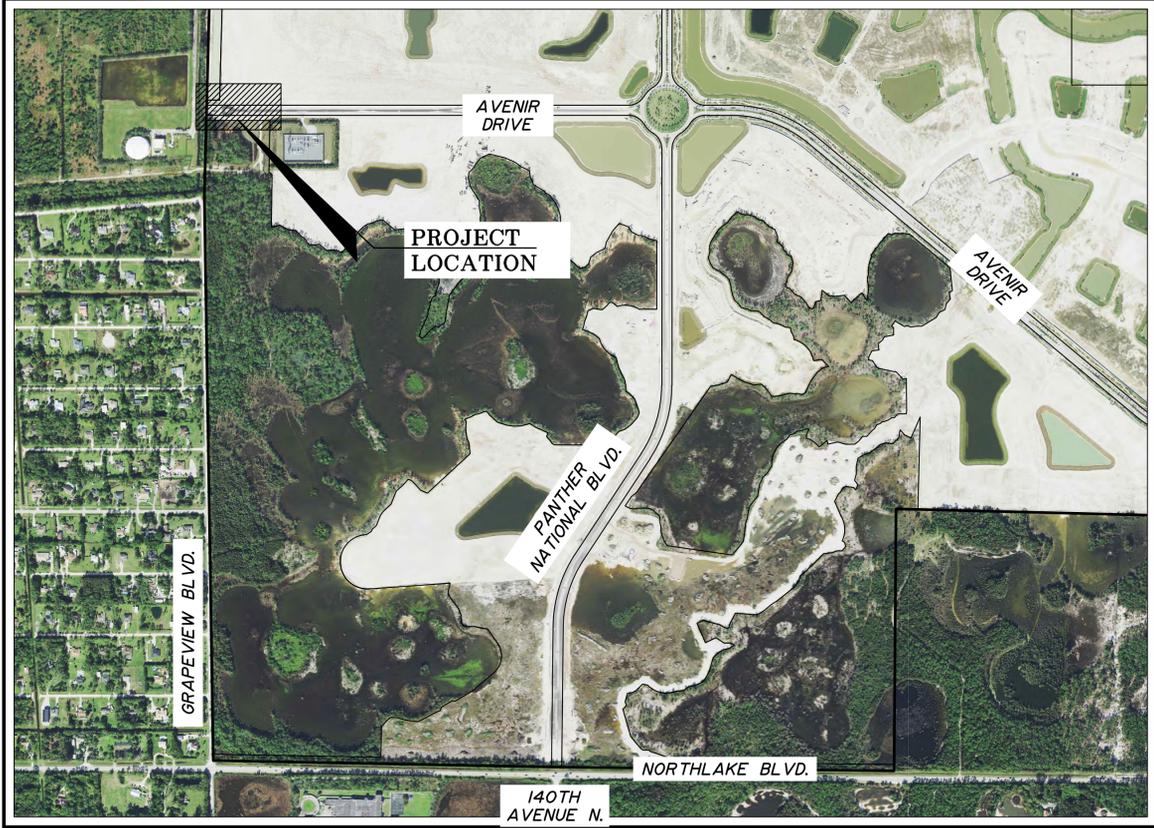
Chairperson/Vice-Chair

SEACOAST UTILITY AUTHORITY AVENIR WASTE WATER METERING STATION ADDITION

PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA

INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
COVER	COVER SHEET
C-01	LEGEND AND GENERAL NOTES
C-02	GENERAL NOTES
C-03	TYPICAL ROADWAY SECTION
C-04	METERING STATION PLAN
M-2	FLOWMETER ELEVATION AND ISO VIEWS
LA-1	METERING STATION LANDSCAPE PLAN
LA-2	METERING STATION - PLANTING DETAILS
LA-3	METERING STATION - PLANTING SPECIFICATIONS



LOCATION MAP

PORTION OF SECTION 08, TWP 42S., RNG. 41E.
SCALE: 1" = 300'



Civil Engineering • Planning • Surveying

3564 N. Ocean Boulevard
Fort Lauderdale, Florida 33308
Phone: (954) 491-7811
Authorization No. CA-26426

PRELIMINARY

02/15/2026

WUD #

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

THIS ITEM HAS BEEN DIGITALLY SIGNED AND
SEALED BY CARLOS J. BALLBÉ ON THE
DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.

Engineer of Record: 02/15/2026



Carlos J. Ballbé
Registered Engineer Number 41811
State of Florida

Project Number:
202517

Sheet Number:
COVER

Date:
02/15/2026

Always call 811 two full business days before you dig

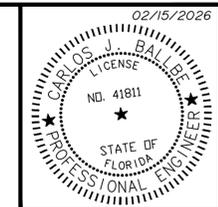


NO.	DATE	BY	REVISION

SITE IMPROVEMENTS PLANS



3564 N. Ocean Boulevard
Fort Lauderdale, Florida 33308
Phone: (954) 491-7811
Authorization No. CA-26426



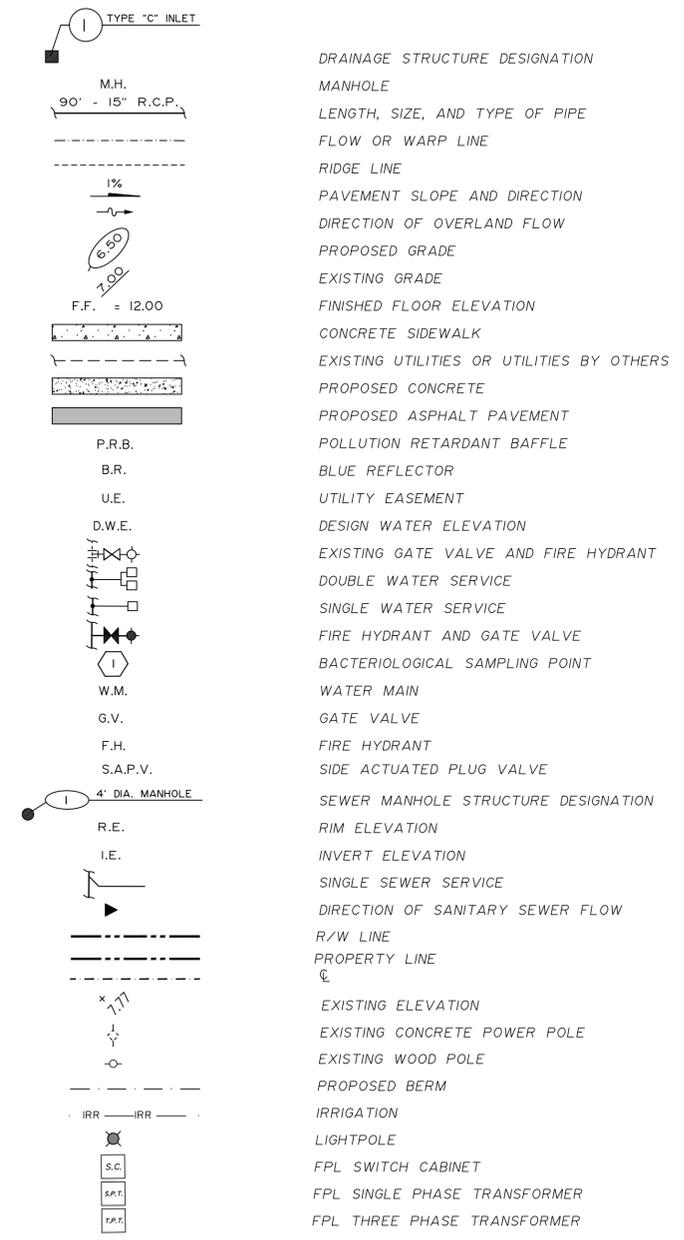
GENERAL NOTES:

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

PAVING AND DRAINAGE SYSTEM NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY OF PALM BEACH GARDENS ENGINEERING DEPARTMENT, THE PALM BEACH ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION.
2. ALL DRAINAGE PIPES SHALL BE REINFORCED CONCRETE PIPE (R.C.P) MEETING THE REQUIREMENTS OF ASTM SPECIFICATION C76-85A, UNLESS OTHERWISE NOTED ALL DRAINAGE PIPE SHALL CONFORM TO F.D.O.T. INDEX NO. 205.
3. THE DRAINAGE SYSTEM HAS BEEN DESIGNED FOR THE USE OF R.C.P. PIPE DIAMETERS AND INVERT ELEVATIONS SHOWN ON THE PLANS ARE FOR R.C.P.
4. MINIMUM COVER FOR ALL PIPE CULVERTS SHALL MEET THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS (INDEX NO. 205).
5. ALL UNDERGROUND FACILITIES SHALL BE INSTALLED PRIOR TO PLACING THE LIMEROCK BASE MATERIAL.
6. THE FOLLOWING INSPECTIONS ARE REQUIRED:
 - A. CLEARING AND DEMUCKING FILLING
 - B. STORM DRAINS/UTILITIES - LAMPING
 - C. SUBGRADE
 - D. ROCK BASE
 - E. PRIME COAT
 - F. ASPHALT
 - G. FINAL
 - H. PAVEMENT MARKINGS
7. DENSITY TESTS FOR SUBGRADE MUST BE SUBMITTED TO AND APPROVED BY THE CITY. DENSITY TESTS AND AS-BUILTS FOR LIMEROCK BASE MUST BE SUBMITTED AND APPROVED BY THE CITY PRIOR TO THE PLACEMENT OF ANY ASPHALT.
8. PRECAST CONCRETE MANHOLES AND CATCH BASINS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-478 AND 64T FOR CONCRETE STRENGTH, STEEL REINFORCEMENT, AREA, PLACEMENT AND APPEARANCE WHEN MANUFACTURED. ENGINEERING TESTING LABORATORY, SIGNED AND DATED, CERTIFYING THAT THEY MEET THE REQUIREMENTS OF ASTM C-478 FOR CONCRETE STRENGTH, STEEL REINFORCEMENT AREA AND PLACEMENT, AND APPEARANCE MANHOLES MUST BE INSPECTED BY THE ENGINEER BEFORE UNLOADING.
9. MINIMUM WALL AND BASE THICKNESS FOR PRECAST MANHOLES AND CATCH BASINS SHALL BE 8 INCHES. REINFORCING STEEL FOR MANHOLES AND CATCH BASINS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-615, A-305, A- 185 AND A-497 LATEST REVISION. SPLICES SHALL HAVE A MINIMUM LAP OF 24 BAR DIAMETERS. MINIMUM COVER OVER REINFORCING STEEL SHALL BE 3 INCHES. ALL DRAINAGE STRUCTURES SHALL MEET FDOT SPECIFICATION.
10. ALL OPENINGS IN PRECAST MANHOLES AND CATCH BASINS SHALL BE CAST AT THE TIME OF MANUFACTURE.
11. PRECAST MANHOLE AND CATCH BASIN SHOP DRAWINGS SHALL BE SUBMITTED TO THE CITY AND ENGINEER FOR APPROVAL PRIOR TO FABRICATION.
12. ALL MANHOLES AND CATCH BASINS SHALL BE SET PLUMB TO LINE AND GRADE, AND SHALL REST ON A FIRM, CAREFULLY GRADED SUBGRADE, WHICH SHALL PROVIDE UNIFORM BEARING UNDER BASE.
13. MANHOLE AND CATCH BASIN SECTIONS SHALL BE JOINTED WITH A MASTIC COMPOUND PRODUCING A WATER TIGHT BOND (RAM-NEK FLEXIBLE GASKETS BY K.T. SNYDER CO., INC. AND PRIMED WITH RAM-NEK PRIMER OR APPROVED EQUAL). THE REMAINING SPACE SHALL BE FILLED WITH CEMENT MORTAR AND FINISHED SO AS TO PRODUCE A SMOOTH CONTINUOUS SURFACE INSIDE AND OUTSIDE THE WALLS SECTIONS.
14. CONCRETE FOR PRECAST MANHOLES SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. ALL CONCRETE AND MORTAR USED IN MANHOLE CONSTRUCTION SHALL HAVE TYPE II CEMENT.
15. ALL SPACES AROUND PIPES ENTERING OR LEAVING MANHOLES SHALL BE COMPLETELY FILLED WITH EMBECO MORTAR (NON-METALLIC, NON-SHRINKING OR APPROVED EQUAL).
16. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER AND THE CITY OF PALM BEACH GARDENS FOR APPROVAL PRIOR TO ORDERING MATERIALS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REVISED OR UNACCEPTABLE MATERIALS INSTALLED OR ORDERED WITHOUT AN APPROVED SHOP DRAWING. THE FOLLOWING SHOP DRAWINGS SHALL BE SUBMITTED:
 - A. MANHOLES / CATCH BASINS
 - B. PIPE
 - C. FRAME & GRATES (COVERS)
 - D. HEADWALLS
17. ALL P.C.P. OR R.P.M. SHOWN ON THE PLAT SHALL BE RAISED TO FINAL GRADE IF THEY ARE LOCATED IN PAVEMENT OR CONCRETE DRAINAGE STRUCTURES TO BE CLEANED PRIOR TO CITY ACCEPTANCE, IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
18. PROCTORS SHALL BE PERFORMED ON ALL MATERIAL, SUBGRADE AND BASE AND ANY SUBSEQUENT CHANGES IN MATERIALS. LIMEROCK BEARING RATIOS, SIEVE ANALYSIS AND DENSITIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE CITY.
19. CONCRETE SIDEWALKS SHALL BE FOUR (4) INCHES THICK, EXCEPT AT DRIVEWAYS WHERE THEY SHALL BE SIX (6) INCHES THICK. SIDEWALK SUBGRADE SHALL BE GRUBBED, COMPLETELY DEMUCKED AND COMPACTED TO 98% OF MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180. OPEN TYPE EXPANSION JOINTS SHALL BE USED. SIDEWALK MUST BE SEPARATE FROM THE TRAVEL WAY AND CONSTRUCTED IN ACCORDANCE WITH THE F.D.O.T. ROADWAY AND TRAFFIC.
20. REAR YARD DRAIN PIPE MATERIALS SHALL BE SMOOTH LINED HIGH DENSITY POLYETHYLENE AASHTO M294, TYPES S, N-12 PROFILE ULTRA OR APPROVED EQUAL.
21. REAR YARD DRAINS SHALL HAVE A CONCRETE COLLAR 18"X18"X6" MINIMUM.

LEGEND



WUD #



REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: C.J. BALLBE
DRAWN BY: C.J. BALLBE
SHEET CHK'D BY: C.J. BALLBE
CROSS CHK'D BY: C.J. BALLBE
APPROVED BY: C.J. BALLBE
DATE: NOVEMBER, 2025

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ENGINEER OF RECORD: CARLOS J. BALLBE
REGISTERED ENGINEER NO. 41811, STATE OF FLORIDA



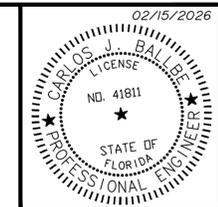
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SEACOAST UTILITY AUTHORITY
AVENIR WASTE WATER METERING STATION ADDITION
LEGEND AND GENERAL NOTES

PROJECT No. 157479
FILE NAME: C-01-C-02_LEGEND & NOTES.dwg
SHEET No.
C-01



3564 N. Ocean Boulevard
Fort Lauderdale, Florida 33308
Phone: (954) 491-7811
Authorization No. CA-26426



PALM BEACH GARDENS GENERAL NOTES

1. PRIOR TO THE ISSUANCE OF THE INFRASTRUCTURE PERMIT OR THE ISSUANCE OF THE BUILDING PERMIT FOR THE VERTICAL CONSTRUCTION, WHICHEVER OCCURS FIRST, THE APPLICANT SHALL RECEIVE A BOUNDARY PLAT APPROVAL OR A TECHNICAL COMPLIANCE APPROVAL LETTER (TCA) FOR THE PLAT OF THIS PROJECT FROM THE PLANNING & ZONING DEPARTMENT, IN ACCORDANCE WITH THE CITY'S LDR. (ENGINEERING)
2. PRIOR TO THE ISSUANCE OF THE INFRASTRUCTURE PERMIT OR THE ISSUANCE OF THE BUILDING PERMIT FOR THE VERTICAL CONSTRUCTION, WHICHEVER OCCURS FIRST, THE APPLICANT SHALL SUBMIT SIGNED/SEALED/ DATED CONSTRUCTION PLANS (PAVING/GRADING/DRAINAGE AND WATER/SEWER) AND ALL PERTINENT CALCULATIONS FOR REVIEW AND APPROVAL. (ENGINEERING)
3. PRIOR TO THE ISSUANCE OF THE INFRASTRUCTURE PERMIT OR THE ISSUANCE OF THE BUILDING PERMIT FOR THE VERTICAL CONSTRUCTION, WHICHEVER OCCURS FIRST, THE APPLICANT SHALL PROVIDE TO THE CITY LETTERS OF AUTHORIZATION FROM THE APPLICABLE UTILITY COMPANIES ALLOWING LANDSCAPING AND LIGHT POLES TO BE PLACED WITHIN THE UTILITY EASEMENTS. (ENGINEERING)
4. PRIOR TO THE ISSUANCE OF THE CLEARING PERMIT, THE INFRASTRUCTURE PERMIT, OR THE BUILDING PERMIT FOR THE VERTICAL CONSTRUCTION, WHICHEVER OCCURS FIRST, THE APPLICANT SHALL PROVIDE ITEMIZED COST ESTIMATES AND SURETY FOR THE PROJECT, IN ACCORDANCE WITH THE LDR SECTIONS 78-309 AND 78-461. THE ITEMIZED COST ESTIMATES SHALL INCLUDE ALL PUBLIC ELEMENTS FOR THE ONSITE AND OFFSITE IMPROVEMENTS FOR THE PROJECT FOR THE INFRASTRUCTURE, LANDSCAPING AND IRRIGATION COSTS. THE COST ESTIMATES SHALL BE DATED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER AND LANDSCAPE ARCHITECT REGISTERED IN THE STATE OF FLORIDA. SURETY WILL BE BASED ON 10% OF THE TOTAL COMBINED CITY APPROVED COST ESTIMATES AND SHALL BE POSTED WITH THE CITY. (ENGINEERING)
4. PRIOR TO THE ISSUANCE OF THE INFRASTRUCTURE PERMIT OR THE ISSUANCE OF THE BUILDING PERMIT FOR THE VERTICAL CONSTRUCTION, WHICHEVER OCCURS FIRST, THE APPLICANT SHALL PROVIDE A SIGNED AND SEALED PHOTOMETRIC PLAN AND SUBMIT A SITE LIGHTING PERMIT APPLICATION. (ENGINEERING)
5. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE APPLICANT SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH CITY STAFF. INSPECTIONS RELATED TO THE INFRASTRUCTURE PERMIT WILL NOT BE PERFORMED UNTIL THE PRE-CONSTRUCTION MEETING HAS OCCURRED. IN ADDITION, FAILURE TO COMPLY WITH THIS CONDITION COULD RESULT IN A STOP WORK ORDER OF ALL WORK/CONSTRUCTION ACTIVITY FOR THE SUBJECT DEVELOPMENT SITE. (ENGINEERING)
6. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE APPLICANT SHALL PROVIDE ALL NECESSARY CONSTRUCTION ZONE SIGNAGE AND FENCING AS REQUIRED BY THE ENGINEERING DEPARTMENT. (ENGINEERING)
7. PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION FOR THE INFRASTRUCTURE PERMIT BY THE ENGINEERING DEPARTMENT OR THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY, WHICHEVER OCCURS FIRST, THE APPLICANT SHALL PROVIDE COPIES OF THE REQUIRED FDOT TEST RESULTS FOR OUR REVIEW AND APPROVAL. (ENGINEERING)
8. PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION FOR THE INFRASTRUCTURE PERMIT BY THE ENGINEERING DEPARTMENT OR THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY, WHICHEVER OCCURS FIRST, THE APPLICANT SHALL PROVIDE COPIES OF THE REQUIRED CONCRETE AND DENSITY TESTING AS REQUIRED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS FOR OUR REVIEW AND APPROVAL. (ENGINEERING)
9. PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION FOR THE INFRASTRUCTURE PERMIT BY THE ENGINEERING DEPARTMENT OR THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY, WHICHEVER OCCURS FIRST, THE APPLICANT SHALL PROVIDE THE ENGINEERING DEPARTMENT WITH COPIES OF ALL PERMITS, PERMIT APPLICATIONS AND REQUESTS FOR ADDITIONAL INFORMATION (RAIS) TO AND FROM REGULATORY AGENCIES REGARDING ISSUES ON ALL PERMIT APPLICATIONS, CERTIFICATIONS AND APPROVALS. (ENGINEERING)
10. THE CONSTRUCTION, OPERATION AND/OR MAINTENANCE OF ANY ELEMENTS OF THE SUBJECT PROJECT SHALL NOT HAVE ANY NEGATIVE IMPACTS ON THE EXISTING DRAINAGE OF SURROUNDING AREAS. IF, AT ANY TIME DURING THE PROJECT DEVELOPMENT, IT IS DETERMINED BY THE CITY THAT ANY OF THE SURROUNDING AREAS ARE EXPERIENCING NEGATIVE DRAINAGE IMPACTS CAUSED BY THE PROJECT, IT SHALL BE THE APPLICANT'S RESPONSIBILITY TO RESOLVE SAID IMPACTS IN A PERIOD OF TIME AND A MANNER ACCEPTABLE TO THE CITY PRIOR TO ADDITIONAL CONSTRUCTION ACTIVITIES. THE CITY MAY CEASE ISSUING BUILDING PERMITS AND/OR CERTIFICATES OF OCCUPANCY UNTIL ALL DRAINAGE CONCERNS ARE RESOLVED. (ENGINEERING)
11. THE APPLICANT SHALL COMPLY WITH ALL FEDERAL ENVIRONMENTAL PROTECTION AGENCY AND STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT REQUIREMENTS FOR CONSTRUCTION ACTIVITIES. (ENGINEERING)
2. APPLICANT SHALL COMPLY WITH ALL FEDERAL EPA AND STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NPDES PERMIT REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN AND IDENTIFICATION OF APPROPRIATE BEST MANAGEMENT PRACTICES, AS GENERALLY ACCEPTED BY THE ENVIRONMENTAL PLANNING AGENCY (EPA) AND/OR LOCAL REGULATORY AGENCIES, FOR CONSTRUCTION ACTIVITIES, IMPLEMENTATION OF THE APPROVED PLANS, INSPECTION AND MAINTENANCE OF CONTROLS DURING CONSTRUCTION. (ENGINEERING)
12. PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION FOR THE INFRASTRUCTURE PERMIT BY THE ENGINEERING DEPARTMENT OR THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY, WHICHEVER OCCURS FIRST, THE APPLICANT SHALL PROVIDE A NOTICE OF TERMINATION (NOT) FOR THE PROJECT. (ENGINEERING)
13. THE APPLICANT SHALL NOTIFY THE CITY'S ENGINEERING DEPARTMENT AT LEAST 72 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK/CONSTRUCTION ACTIVITY SO THAT THE FIRE AND POLICE DEPARTMENTS CAN BE NOTIFIED OF ANY POTENTIAL ROAD CLOSURES OR RESTRICTED ACCESS. FAILURE TO COMPLY WITH THIS CONDITION COULD RESULT IN A STOP WORK ORDER OF ALL WORK/CONSTRUCTION ACTIVITY WITHIN THE SUBJECT DEVELOPMENT SITE. (ENGINEERING)
14. THE APPLICANT SHALL COMPLY WITH ANY AND ALL PALM BEACH COUNTY TRAFFIC DIVISION CONDITIONS AS OUTLINED IN PBC TRAFFIC DIVISION EQUIVALENCY AND CONCURRENCY APPROVAL LETTERS. (ENGINEERING)
15. PRIOR TO FINAL SIGN-OFF OF THE SITE LIGHTING PERMIT BY THE ENGINEERING DEPARTMENT, THE APPLICANT SHALL PROVIDE A SIGNED AND SEALED CERTIFICATION LETTER FROM THE ENGINEER-OF-RECORD OR THE AS-BULTS OF THE PHOTOMETRIC PLAN. (ENGINEERING)

SEACOAST UTILITY AUTHORITY STANDARD NOTES
(APPLIES TO SUA OWNED PIPING ONLY)

- INSTALLATION PROTOCOL
1. ALL PIPE IS TO BE LAID IN A CLEAN DRY TRENCH.
 2. ALL MUCK AND UNSUITABLE MATERIALS ENCOUNTERED IN TRENCH BOTTOM SHALL BE REMOVED AND REPLACED WITH COMPACTED GRANULAR MATERIAL TO 98% OF MAXIMUM DENSITY PER AASHTO T-180. PROCTOR AND DENSITY TEST RESULTS SHALL BE SUBMITTED TO THE EOR WITH A COPY TO THE AUTHORITY.
 3. ALL BACKFILL WITHIN ROAD RIGHTS-OF-WAY SHALL BE PLACED IN 12 INCH LIFTS AND COMPACTED BY MECHANICAL MEANS TO 98% OF MAXIMUM DENSITY PER AASHTO T-180 OR AS OTHERWISE REQUIRED BY THE PERMITTING AGENCY. PROCTOR AND DENSITY TEST RESULTS SHALL BE SUBMITTED TO THE EOR WITH A COPY TO THE AUTHORITY. FLOWABLE FILL OR CONTROLLED LOW STRENGTH MATERIAL (CLSM) SHALL BE AN ALTERNATIVE TO A COMPACTED BACKFILL WITH THE APPROVAL OF THE PERMITTING AGENCY AND THE AUTHORITY. THESE MATERIALS SHALL BE USED FOR GENERAL BACKFILL APPLICATIONS FOR TRENCHES AND ABUTMENTS. FLOWABLE FILL SHALL BE EXCAVATABLE AND HAVE A COMPRESSIVE STRENGTH THAT SHALL BE LESS THAN 200 PSI AT TWENTY-EIGHT (28) DAYS.
 4. UTILITIES CROSSING ROAD RIGHTS-OF-WAY SHALL BE INSTALLED PRIOR TO ROAD CONSTRUCTION AND BACKFILLED AND COMPACTED WITHIN RIGHT-OF-WAY LIMITS IN STRICT ACCORDANCE WITH THE DIRECTIONS OF THE EOR AND REQUIREMENTS OF ALL AGENCIES OF JURISDICTION.
 5. EMBEDMENT MATERIALS BELOW PIPE SHALL CONFORM TO UNIFIED SOIL CLASSIFICATION SYSTEM (U.S.C.S.) SOIL CLASSIFICATION CLASS I OR II AS NOTED IN ASTM D2321.
 6. ALL LINES UNDER CONSTRUCTION SHALL BE PLUGGED WITH A WING PLUG, AND ALL PRESSURE PIPES ARE TO BE PLUGGED WITH A MECHANICAL PLUG OR CAP AT THE END OF THE WORKING DAY TO PREVENT GROUND WATER AND POTENTIAL CONTAMINANTS FROM ENTERING COMPLETED LINES AND LINES UNDER CONSTRUCTION.
 7. ABOVE GROUND PIPING, INCLUDING BUT NOT LIMITED TO, AERIAL CROSSINGS, LIFT STATION PIPING, FIRE LINES, METER BACKFLOW PREVENTION DEVICE ASSEMBLIES, ETC. SHALL BE FLANGED AND BE COATED IN THE FOLLOWING MANNER:
SANDBLAST AND REMOVE ALL PAINT AND ANY LOOSE MATERIAL IN ACCORDANCE WITH SSPC-SP10 OR NAFF 500-03 (DUCTILE IRON SURFACES). SANDBLASTING SHALL BE PERFORMED USING NON-SILICA MEDIA. PAINT ALL EXTERIOR FERROUS METAL SURFACES. THE MANUFACTURER'S RECOMMENDATIONS FOR SURFACE PREPARATION, PRIMING, RECOATING, ETC. SHALL BE STRICTLY FOLLOWED. DO NOT PAINT OR COAT ANY NAMEPLATES, BRASS OR STAINLESS STEEL MATERIAL. CONTRACTOR SHALL USE THE FOLLOWING PAINT SYSTEM OR APPROVED EQUAL.

TNAMEC
A. PRIMER: TNAMEC CHEMBUILD- MODIFIED POLYAMIDODAMNE EPOXY #135 (3.0 TO 5.0 MILS DFT) ALUMINUM COLOR.
B. INTERMEDIATE COAT: TNAMEC CHEMBUILD-MODIFIED POLYAMIDODAMNE EPOXY #135 (3.0 TO 5.0 MILS DFT) OFF WHITE COLOR
C. FINISH COAT: SERIES 1074 ENDURA-SHIELD II WITH 644 UV BLOCKER (2.0 TO 3.0 MILS)

THE FINISHED COAT OF PAINT SHALL BE BLACK IN COLOR FOR SANITARY SEWER, SAFETY PURPLE (5C08) FOR RECLAIMED APPURTENANCES AND DELFT (6B03) BLUE FOR POTABLE WATER APPURTENANCES.
INSPECTIONS BY THE AUTHORITY ARE REQUIRED AFTER SANDBLAST AND BEFORE PRIMER, AFTER PRIMER AFTER INTERMEDIATE COAT, AND AFTER FINAL COAT
 8. ALL FLANGED PIPE SHALL BE CAULKED BETWEEN EACH FLANGE AND THREADS WITH SIKA I A URETHANE CAULK.
 9. ALL TIE RODS, BOLTS, NUTS, ETC. INSTALLED UNDERGROUND MUST BE COR TEN AND SHALL BE PAINTED WITH SHERWIN WILLIAMS TARGUARD -COAL TAR EXPOXY OR AN AUTHORITY APPROVED EQUAL. BRASS AND STAINLESS STEEL HARDWARE IS EXEMPT FROM THIS REQUIREMENT.
 10. COATINGS AND LININGS DAMAGED DURING CONSTRUCTION DUE TO FIELD CUTTING, MISHANDLING OR OTHERWISE MUST BE REPAIRED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO; CEMENT MORTAR AND POLYETHYLENE PIPE LININGS, PROTECTO 40I, GALVANIZED COATINGS, PVC FENCE COATINGS AND OTHER PAINT TYPE COATINGS. SPECIFIC APPROVAL MUST BE OBTAINED FROM AUTHORITY PRIOR TO PERFORMING COATING AND LINING REPAIRS.
 11. ALL STAINLESS STEEL NUTS, BOLTS AND HARDWARE REFERENCED IN THESE STANDARDS, SHALL BE SS 316 GRADE AND SHALL BE SO STAMPED BY THE MANUFACTURER TO VERIFY ALLOY. THE USE OF ANY OTHER STAINLESS STEEL ALLOY WILL REQUIRE SPECIFIC APPROVAL BY AUTHORITY. IN GENERAL, STAINLESS STEEL NUTS, BOLTS AND HARDWARE ARE REQUIRED IN AND AROUND LIFT STATIONS AND FOR FACILITIES INSTALLED OVER OR UNDER BRACKISH OR MARINE WATERS. THIS REQUIREMENT APPLIES TO FLANGE BOLTS AND NUTS ON FLANGED PIPING, MOUNTING BRACKETS, ALL THREAD ROD, ANCHOR BOLTS, WASHERS, CLAMPS AND OTHER MISCELLANEOUS HARDWARE. ANTI-GALLING COMPOUND ANTI-SEIZE LUBRICANT SHALL BE APPLIED TO THE THREADS OF ALL STAINLESS STEEL BOLTS PRIOR TO INSTALLATION. ANTI-SEIZE LUBRICANT SHALL BE GRAPHITE 50 ANTI-SEIZE BY LOCTITE CORPORATION, 1000 ANTI-SEIZE PASTE BY DOW CORNING, 3M LUBE AND ANTI-SEIZE BY 3M.
 12. ALL RUBBER AND SYNTHETIC ELASTOMERIC COMPONENTS OF PRODUCTS THAT COME IN CONTACT WITH POTABLE WATER SHALL BE MANUFACTURED WITH CHLORAMINE RESISTANT ELASTOMERS AND SHALL BEAR NSF APPROVAL.
 13. ALL MAINS, INCLUDING FITTINGS, SHALL BE EASILY IDENTIFIABLE AS TO THEIR CONTENTS AND SHALL BE COLOR CODED OR MARKED USING THE UNIVERSAL COLOR CODE OF BLUE FOR WATER, GREEN FOR SEWER AND LAVENDER FOR RECLAIMED. PIPE STRIPED DURING MANUFACTURING OF THE PIPE SHALL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPES WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. TAPE SHALL BE VINYL PLASTIC ADHESIVE BACK WITH A MINIMUM WIDTH OF 6 INCHES. FIELD APPLICATION OF PAINT SHALL NOT BE ACCEPTABLE.
 14. FIRE HYDRANTS SHALL BE CLEARLY IDENTIFIED AS OUT OF SERVICE UNTIL MAINS HAVE BEEN RELEASED FOR SERVICE AND THE AUTHORITY HAS VERIFIED THE SYSTEM IS FULLY OPERATIONAL.
 15. ANY LINES TAKEN OUT OF SERVICE SHALL BE EITHER REMOVED OR GROUDED IN PLACE AS REQUIRED. THOSE LINES GROUDED IN PLACE SHALL BE GROUDED FULL WITH A CONCRETE GROUT MIXTURE DESIGN CEMEX #13167, MASCHMEYER #1943500 OR APPROVED EQUAL.

- UTILITY CROSSING NOTES:
1. ALL STREET CROSSINGS, EXCEPT IRRIGATION MAINS 2" AND SMALLER, SHALL BE INSTALLED AT A TOP OF PIPE ELEVATION 15.00 NAVD OR LOWER, AND 12" MIN. BELOW WATER MAINS OR FORCE MAINS.
 2. ALL MAINS LARGER THAN 2" RUNNING PARALLEL TO SUA MAINS SHALL BE LOCATED OUTSIDE OF THE SUA EASEMENT WITH A MIN. 5' CLEARANCE OF ANY SUA UTILITIES AND SHALL CROSS PERPENDICULAR TO SUA UTILITIES, UNLESS SHOWN OTHERWISE ON THESE PLANS.
 3. IRRIGATION MAINS 2" AND SMALLER CAN HAVE A 6" MIN. VERTICAL SEPARATION FROM SUA UTILITIES.
 4. ALL IRRIGATION AND UTILITY CROSSINGS SHALL BE AS-BUILT AND SHOWN ON THE WATER AND SEWER RECORD DRAWINGS AND SUBMITTED TO SUA FOR APPROVAL.

DRY UTILITY INFORMATION:

DRY UTILITY INFORMATION WILL BE PROVIDED IN THE FUTURE AND APPROVED PRIOR TO THE WATER/SEWER PRECONSTRUCTION MEETING AND SUFFICIENT GENERAL INFORMATION IS SHOWN LIMITING THE LOCATION OF THESE UTILITIES IN RELATION TO THE WATER/SEWER PIPING. THIS GENERAL INFORMATION MUST BE SPECIFIC TO THIS PARCEL, AND NOT SIMPLY A REPETITION OF CLEARANCES LISTED IN SUA MINIMUM CONSTRUCTION STANDARDS.

FLORIDA DEPARTMENT OF HEALTH PALM BEACH COUNTY

FAC 62-555.320(2)(B)

3.) ALL WATER MAIN PIPE, INCLUDING FITTINGS, INSTALLED ON OR AFTER AUGUST 28, 2003, EXCEPT PIPE INSTALLED UNDER A CONSTRUCTION PERMIT FOR WHICH THE DEPARTMENT RECEIVED A COMPLETE APPLICATION BEFORE AUGUST 28, 2003, SHALL BE COLOR CODED OR MARKED USING BLUE AS A PREDOMINANT COLOR TO DIFFERENTIATE DRINKING WATER FROM RECLAIMED OR OTHER WATER. UNDERGROUND PLASTIC PIPE SHALL BE SOLID-WALL BLUE PIPE, SHALL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR SHALL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE SHALL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE SHALL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPES WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE AT DRINKING WATER TREATMENT PLANTS SHALL BE COLOR CODED AND LABELED IN ACCORDANCE WITH SUBSECTION 62-555.320(10), F.A.C., AND ALL OTHER ABOVEGROUND PIPE SHALL BE PAINTED BLUE OR SHALL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.

WUD #

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APPROVED BY: C.J. BALLBE
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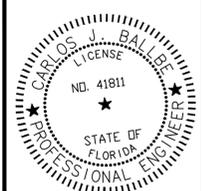
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SEACOAST UTILITY AUTHORITY
AVENIR WASTE WATER METERING STATION ADDITION
GENERAL NOTES
PROJECT No. 15479
FILE NAME: C-01-C-02_LEGEND & NOTES.dwg
SHEET No. C-02

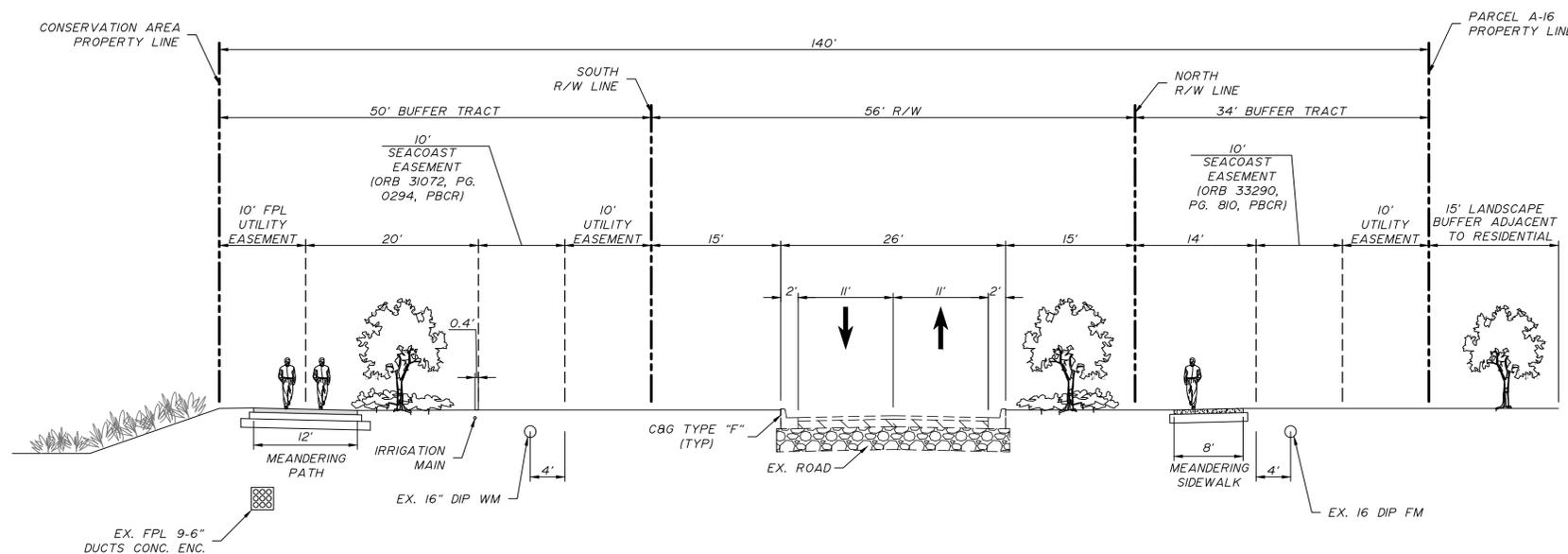




PAVEMENT NOTES:

1. THE FULL DEPTH OF ALL EXISTING ORGANIC AND DELETERIOUS MATERIAL WITHIN THE ROADWAYS, RIGHT-OF-WAYS AND UTILITY/DRAINAGE EASEMENTS SHALL BE REMOVED. NO MATERIAL OF FOOT CLASS A-5, A-7 OR A-8 SHALL BE ALLOWED.
2. ALL MATERIAL SUPPORTING THE ROADWAY AND SHOULDERS SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (L.B.R.) OF 40. THE SUBGRADE SHALL BE 12" COMPACTED TO 98% OF MAXIMUM DRY DENSITY AS PER AASHTO T-180. THE ENGINEER AND COUNTY INSPECTOR WILL DETERMINE THE LOCATION AND NUMBER OF DENSITY TESTING, WHICH SHALL BE APPROXIMATELY ONE DENSITY FOR EVERY 7000 SQUARE FEET OF ROAD.
3. LIMEROCK BASE SHALL BE 8" PRIMED AND SHALL HAVE A MINIMUM LIMEROCK BEARING RATE (LBR) OF 100, SHALL BE OF THE MIAMI FORMATION, HAVING A MINIMUM PERCENTAGE OF CARBONATES OF CALCIUM AND MAGNESIUM OF 60, UNLESS OTHERWISE APPROVED. BASE MATERIAL SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 98% OF MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180 UNDER ALL PAVED AREAS.
4. BASE COURSE CONSTRUCTION SHALL NOT BE STARTED UNTIL ALL UNDERGROUND CONSTRUCTION IN THE VICINITY HAS BEEN INSTALLED, TESTED AND ACCEPTED.
5. PRIME AND TACK COAT FOR BASE SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF SECTIONS 300-1 THROUGH 300-7 OF F.D.O.T. STANDARDS SPECIFICATIONS. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD.
6. THE WEARING SURFACE SHALL BE 2.0" APPLIED IN TWO LIFTS AS FOLLOWS:
 - 6.1. FIRST LIFT SHALL BE 1" OF TYPE SP-9.5 ASPHALT CONCRETE.
 - 6.2. SECOND LIFT SHALL BE 1" OF TYPE SP ASPHALT CONCRETE.

APPLY TACK COAT BETWEEN PAVING COURSES AS PER F.D.O.T. MINIMUM STANDARDS (0.05 GAL/SYD).
7. THE FIRST LIFT OF ASPHALT SHALL BE INSTALLED 1/2 INCH BELOW THE LIP OF CURB. THE SECOND LIFT OF ASPHALT TO BE 1/4 INCH ABOVE THE LIP OF CURB. THE SECOND LIFT SHALL NOT BE APPLIED UNTIL A MINIMUM OF 80% OF THE HOUSES HAVE BEEN CONSTRUCTED OR AS DIRECTED BY THE OWNER.
8. ALL GRADES SHOWN ARE FINISH ASPHALT PAVEMENT GRADES (2ND LIFT) UNLESS OTHERWISE NOTED.
9. ALL REPAIRS TO EXISTING PAVEMENT SHALL RECEIVE SAW-CUT EDGES PRIOR TO RELAYING ASPHALT. UTILITY PIPING OR WIRING LESS THAN FOUR (4) INCHES IN DIAMETER REQUIRES A SCHEDULE 40 PVC CASING PIPE WITH SAND BACKFILLS UNDER PAVED AREAS ONLY.
10. ALL EXISTING CONTROL POINTS AND/OR REFERENCE MARKERS SHALL BE RAISED TO FINAL GRADE. THESE POINTS AND REFERENCE MARKERS SHALL BE LOCATED AND NOTED ON THE PLAN.
11. LABORATORY PROCTOR COMPACTION TEST (T-180) SHALL BE PERFORMED ON ALL MATERIAL, SUBGRADE AND BASE AND ANY SUBSEQUENT CHANGES IN MATERIALS. LIMEROCK BEARING RATIOS, SIEVE ANALYSIS AND DENSITIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE ENGINEER-OF-RECORD.



TYPICAL ROADWAY SECTION
SCALE: 1"=10'

FLEXIBLE PAVEMENT STRUCTURAL NUMBER CALCULATIONS			
LAYER DESCRIPTION	MATERIAL	THICKNESS (IN.)	STRUCTURAL NUMBER
SUBGRADE	STABILIZED (LBR 40)	12	2.8
BASE COURSE	LIMEROCK (LBR 100)	8	
SURFACE COURSE	SP-9.5	2	
STRUCTURAL NUMBER REQUIRED =			2.5

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

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APPROVED BY: C.J. BALLBE
DATE: NOVEMBER, 2025

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ENGINEER OF RECORD: CARLOS J. BALLBE
REGISTERED ENGINEER NO. 41811, STATE OF FLORIDA



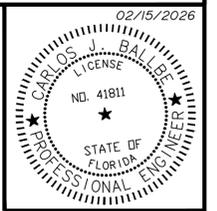
6001 BROKEN SOUND PKWY NW, SUITE 610
BOCA RATON, FLORIDA 33487
PH: (561) 997-6433
FAX: (561) 997-5811
CERTIFICATE OF AUTH. No. E.B.-0007225
LICENSE No. C.G.C-1507230

SEACOAST UTILITY AUTHORITY
AVENIR WASTE WATER METERING STATION ADDITION
TYPICAL ROADWAY SECTIONS

PROJECT No. 157479
FILE NAME: C-03_TYPICAL ROADWAY SECTION.dwg
SHEET No.
C-03

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

3564 N. Ocean Boulevard
Fort Lauderdale, Florida 33308
Phone: (954) 491-7811
Authorization No. CA-26426



RECORD DRAWING NOTES:

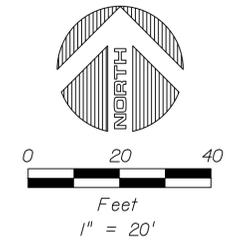
- RECORD DRAWINGS SHALL BE PREPARED IN THE STATE PLAN COORDINATE SYSTEM.
- ALL UTILITY FEATURES SHALL BE SHOWN IN THEIR AS-BUILT LOCATION.
- STATE PLAN COORDINATES SHALL BE DISPLAYED ON RECORD DRAWINGS FOR ALL FEATURES SPECIFIED IN PBCWUD STANDARDS.
- STATE PLANE COORDINATES SHALL BE SHOWN ON PROPERTY CORNERS AS REQUIRED BY PBCWUD.

GENERAL WATER NOTES:

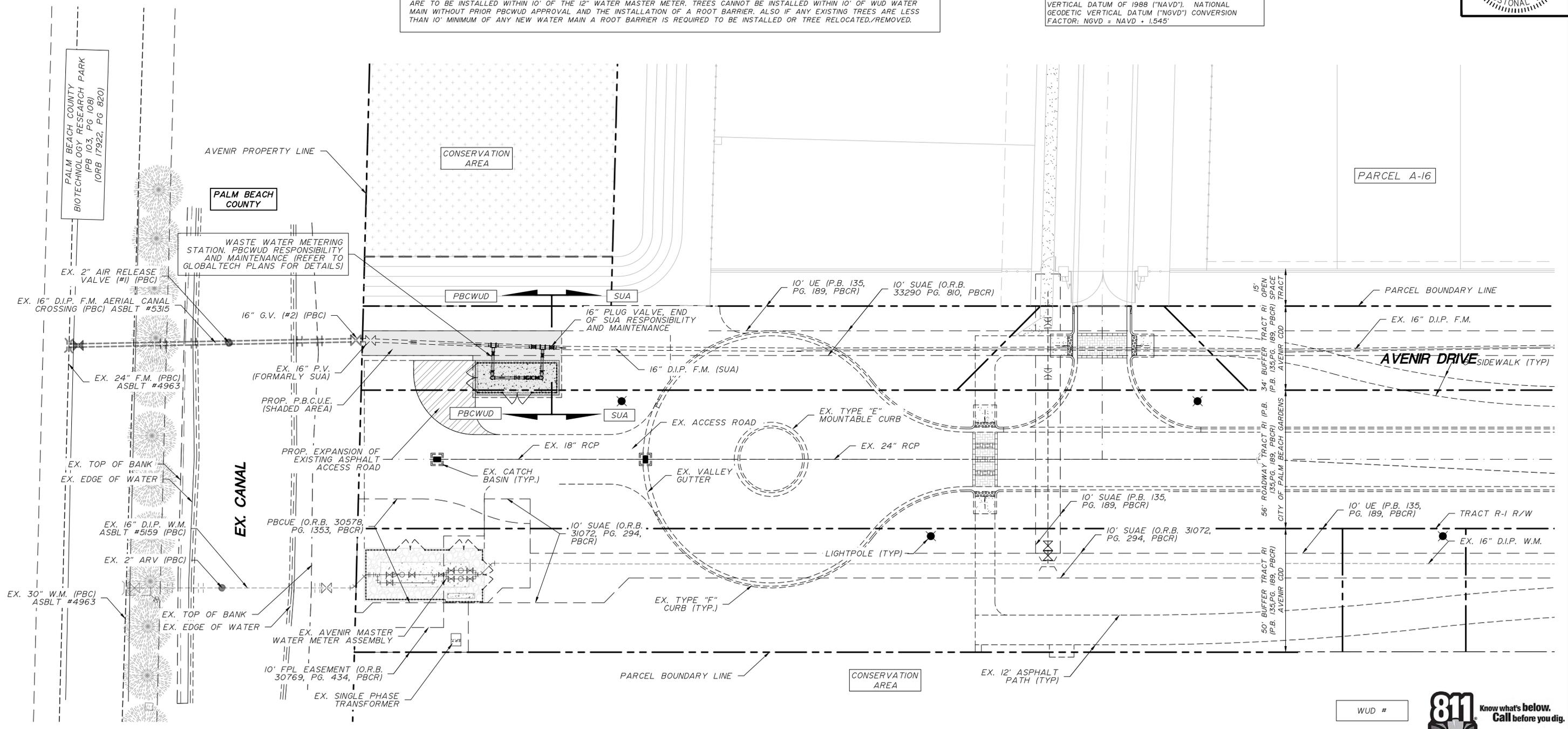
- ALL WATER MAIN DUCTILE IRON PIPE AND PIPE FITTINGS SHALL BE PAINTED WITH A 4" WIDE CONTINUOUS BLUE LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND IS LOCATED ALONG THE TOP OF THE PIPE.
- ALL WATER MAIN SHALL BE MARKED WITH ONE CONTINUOUS STRIP OF 6" WIDE MAGNETIC BLUE CODED TAPE IMPRINTED WITH TWO (2) INCH HIGH LETTERING READING "CAUTION - POTABLE WATER LINE BURIED BELOW" AND LOCATED APPROXIMATELY TWELVE (12) INCHES ABOVE THE CROWN OF THE PIPE. THE WORDING SHALL OCCUR EVERY THREE (3) FEET.
- ALL EXISTING PBCWUD FACILITIES (IE. VALVES) TO BE OPERATED BY PBCWUD PERSONNEL ONLY.
- ALL PRESSURE MAIN TO HAVE 36" MIN. COVER AND 60" MAX. COVER, UNLESS SPECIFICALLY APPROVED OTHERWISE.
- WATER MAIN TO HAVE 18" MIN. VERTICAL SEPARATION TO GAS MAINS AND ELECTRIC CONDUITS.
- PBCWUD REQUIRES A 4' MINIMUM HORIZONTAL SEPARATION BETWEEN PBCWUD UTILITIES AND POWER POLES, LIGHT POLES AND OTHER PUBLIC UTILITY LINES.

GENERAL LANDSCAPE NOTE:

IF ANY NEW LANDSCAPE MATERIALS ARE INSTALLED AS PART OF THIS PRODUCT THEN SOD ONLY WITH NO SHRUBS AND/OR TREES ARE TO BE INSTALLED WITHIN 10' OF THE 12" WATER MASTER METER. TREES CANNOT BE INSTALLED WITHIN 10' OF WUD WATER MAIN WITHOUT PRIOR PBCWUD APPROVAL AND THE INSTALLATION OF A ROOT BARRIER. ALSO IF ANY EXISTING TREES ARE LESS THAN 10' MINIMUM OF ANY NEW WATER MAIN A ROOT BARRIER IS REQUIRED TO BE INSTALLED OR TREE RELOCATED/REMOVED.



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



REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: C.J. BALLBÉ
DRAWN BY: C.J. BALLBÉ
SHEET CHK'D BY: C.J. BALLBÉ
CROSS CHK'D BY: C.J. BALLBÉ
APPROVED BY: C.J. BALLBÉ
DATE: NOVEMBER, 2025

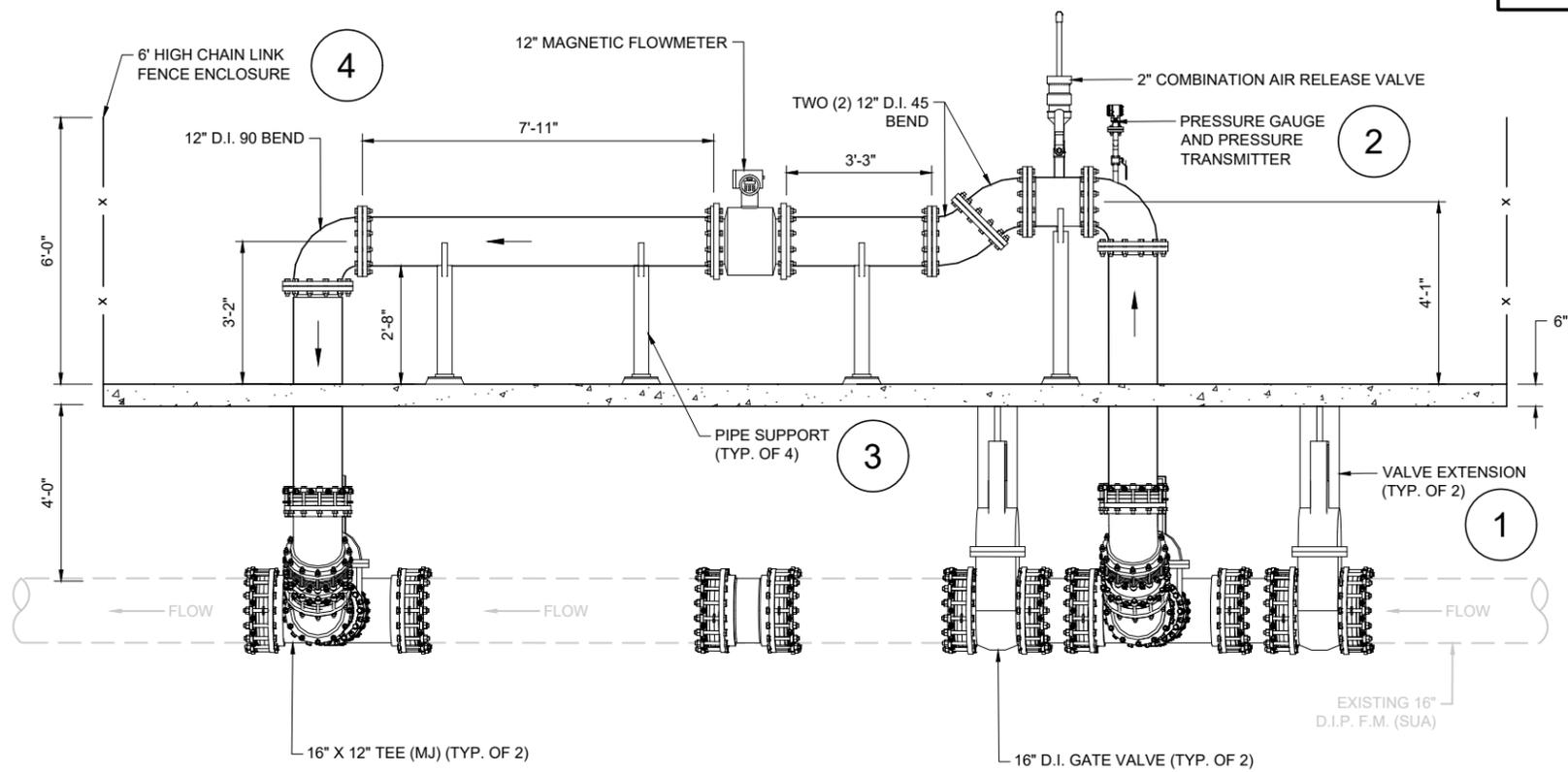
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ENGINEER OF RECORD: CARLOS J. BALLBÉ
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SEACOAST UTILITY AUTHORITY
AVENIR WASTE WATER METERING STATION ADDITION
METERING STATION PLAN

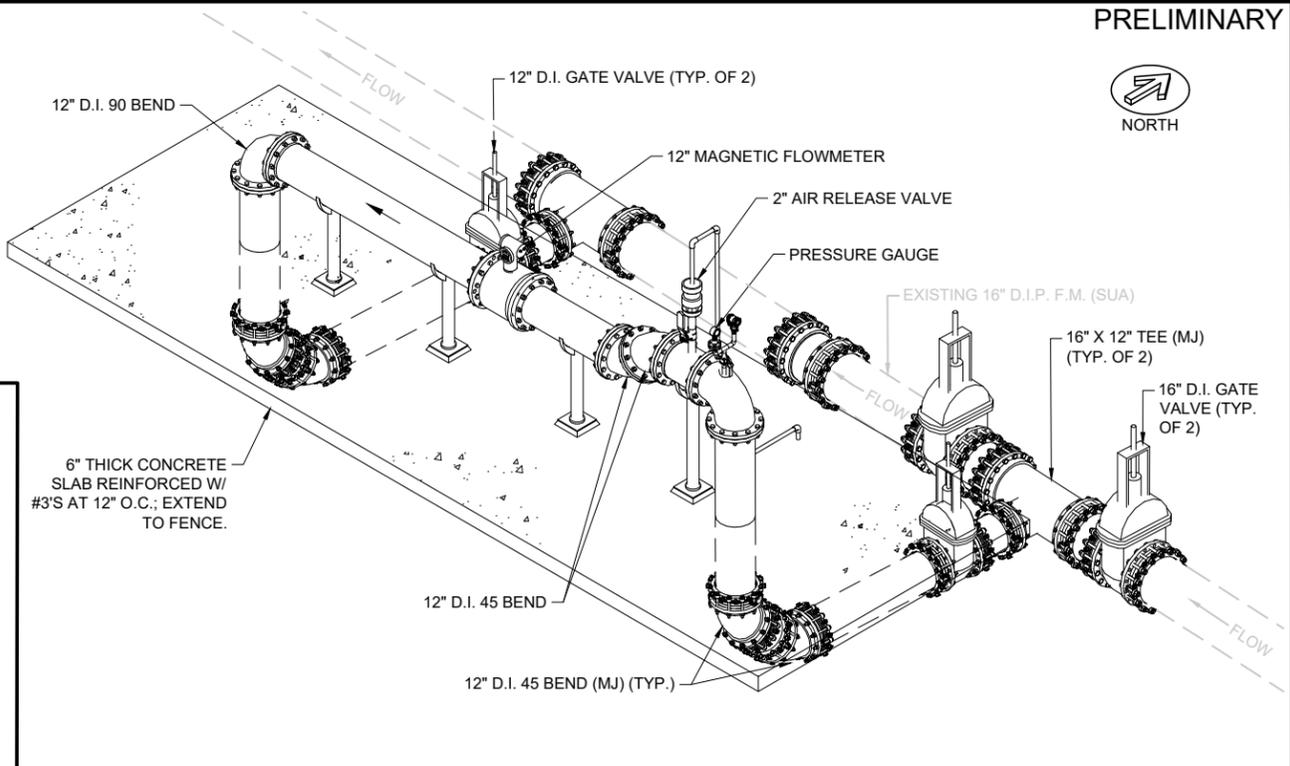
PROJECT No. 157479
FILE NAME: C-04_METERING STATION OVERALL PLAN.DWG
SHEET No. C-04



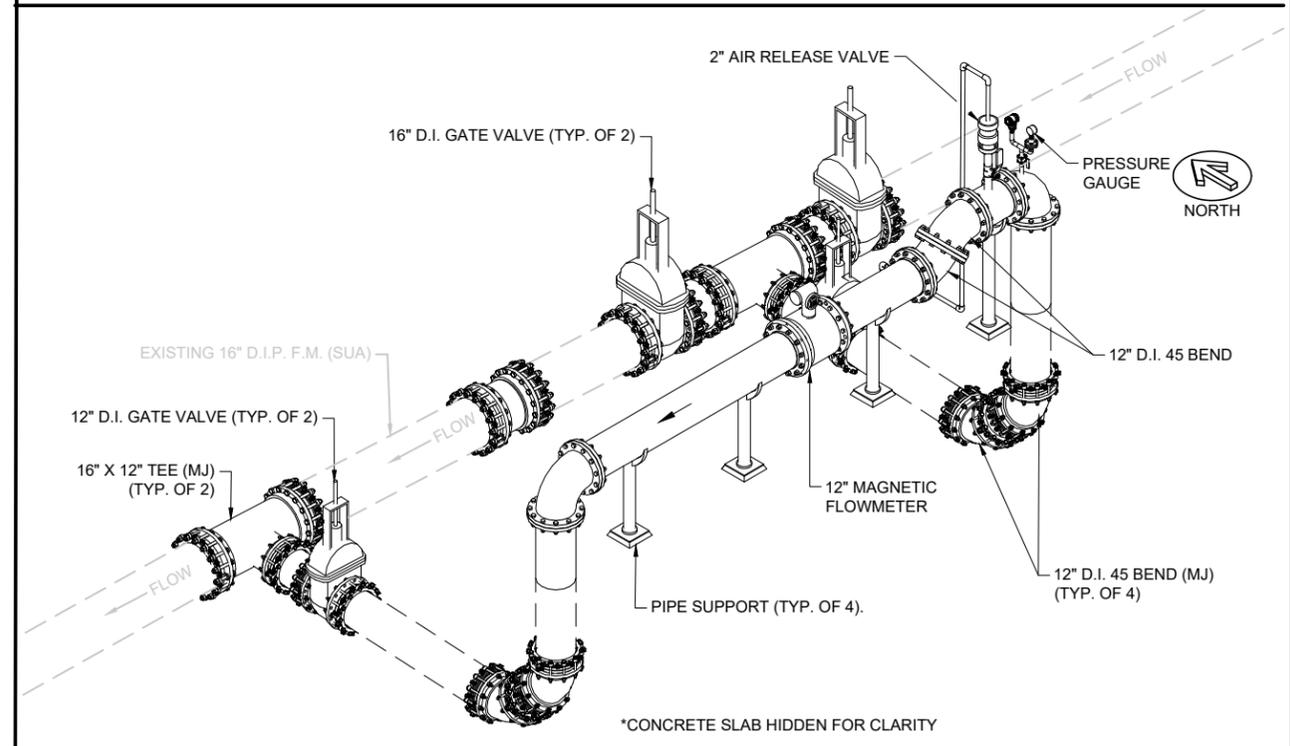
FLOWMETER STATION SECTION VIEW (LOOKING NORTH) A
SCALE: 1/2" = 1'-0"

NOTES:

1. FIELD-VERIFY NAVD ELEVATION OF EXISTING FORCE MAIN PRIOR TO CONSTRUCTION.



FLOWMETER STATION ISOMETRIC VIEW (LOOKING NW)
N.T.S.



FLOWMETER STATION ISOMETRIC VIEW (LOOKING NE)
N.T.S.

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: A. VILORIA
 DRAWN BY: A. VILORIA
 SHEET CHK'D BY: P. GANDY
 CROSS CHK'D BY: P. GANDY
 APPROVED BY: P. GANDY
 DATE: NOVEMBER 2025

MARCO A. CAMERO, P.E.
 No. 99593

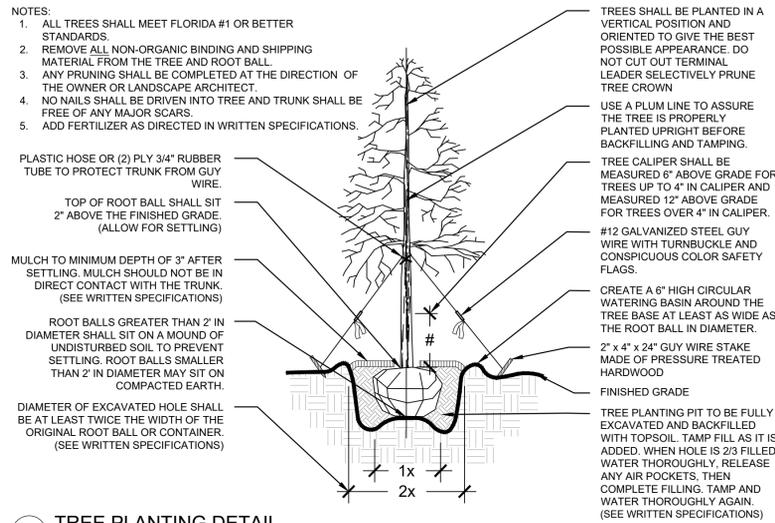


901 YAMATO ROAD, SUITE 220
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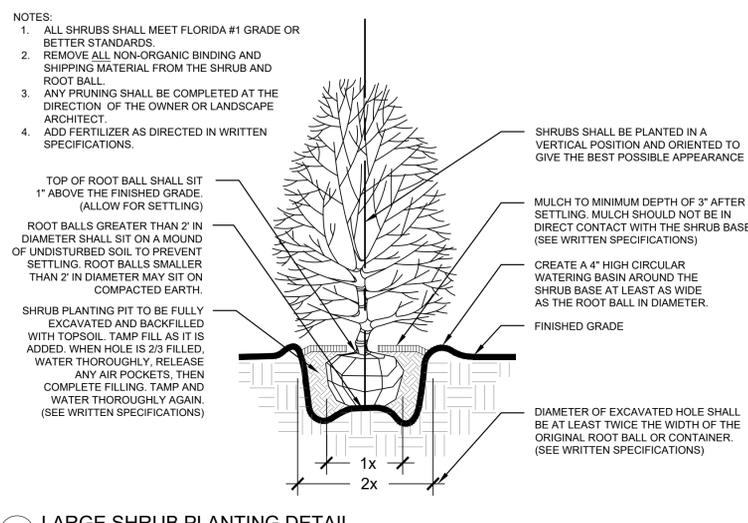
SEACOAST UTILITY AUTHORITY
 AVENIR WASTE WATER METERING STATION ADDITION
FLOWMETER ELEVATION AND ISO VIEWS

PROJECT No.	157479
FILE NAME:	M-2.DWG
DWG No.	M-2
SHEET No.	4 OF 18

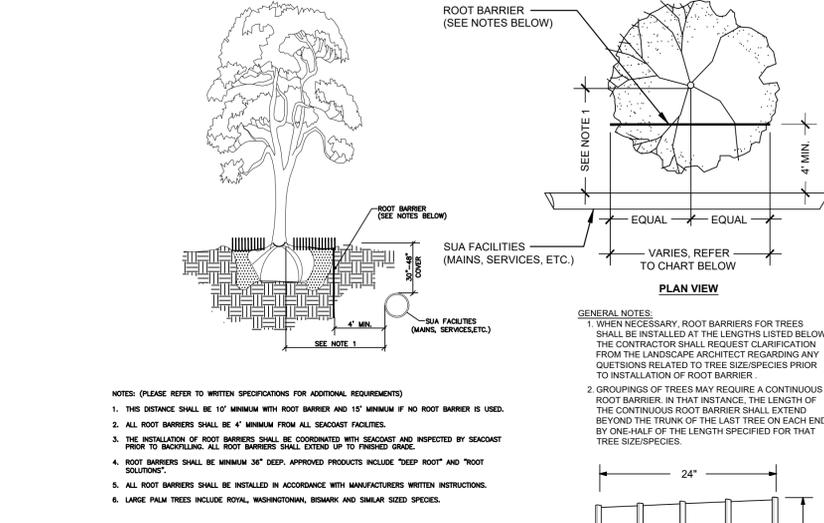




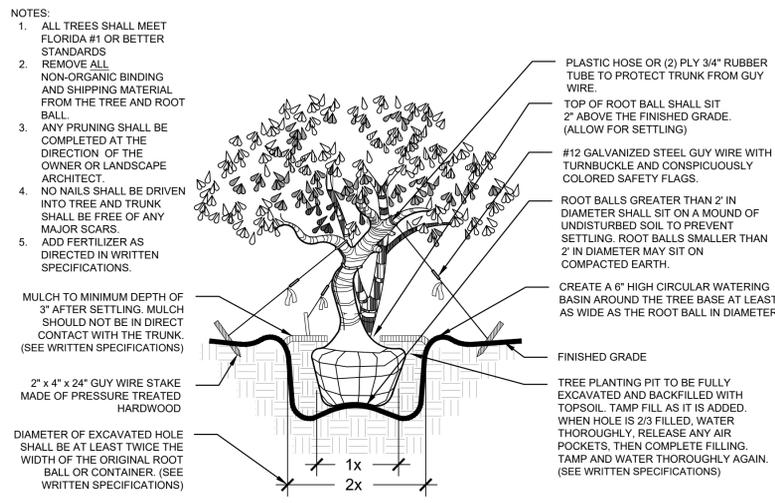
TREE PLANTING DETAIL
NOT TO SCALE



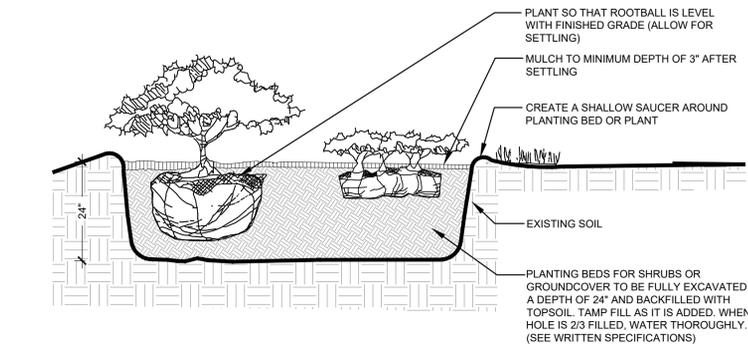
LARGE SHRUB PLANTING DETAIL
NOT TO SCALE



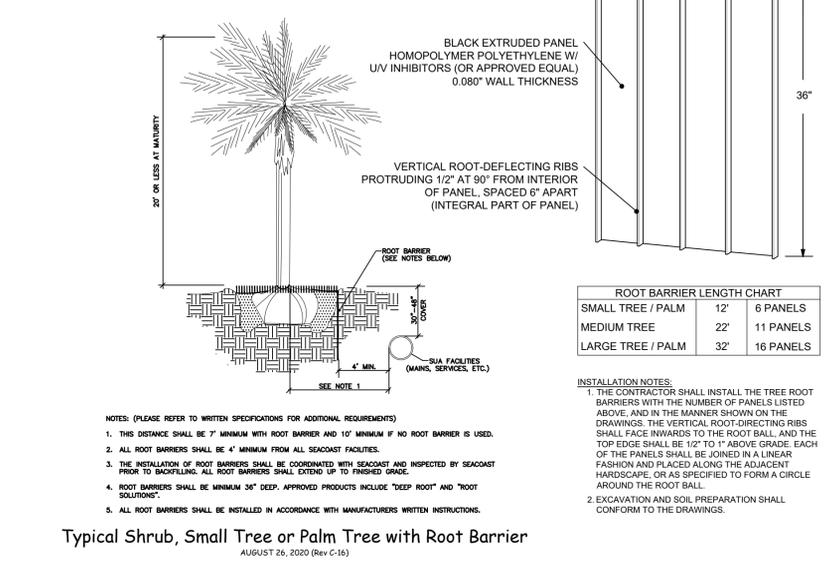
Typical Canopy Tree, Large or Exotic Palm Tree with Root Barrier
AUGUST 26, 2020 (REV C-16)



IRREGULAR & MULTI-STEM TREE PLANTING DETAIL
NOT TO SCALE

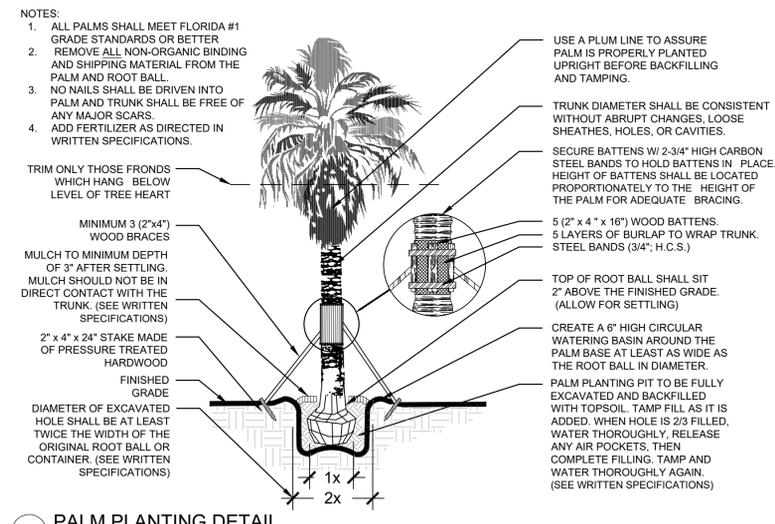


SHRUB AND GROUND COVER PLANTING DETAIL
NOT TO SCALE

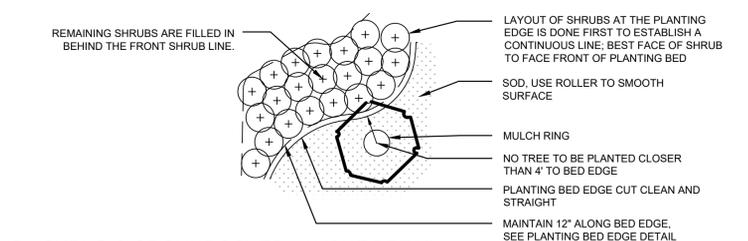


Typical Shrub, Small Tree or Palm Tree with Root Barrier
AUGUST 26, 2020 (REV C-16)

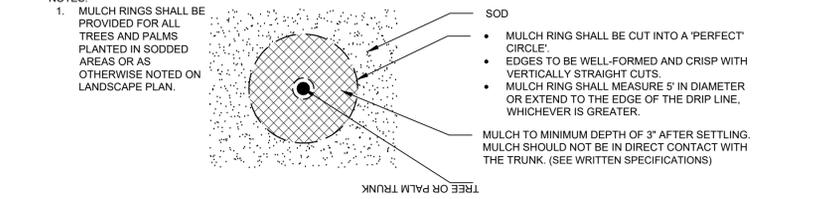
ROOT BARRIER DETAILS
NOT TO SCALE



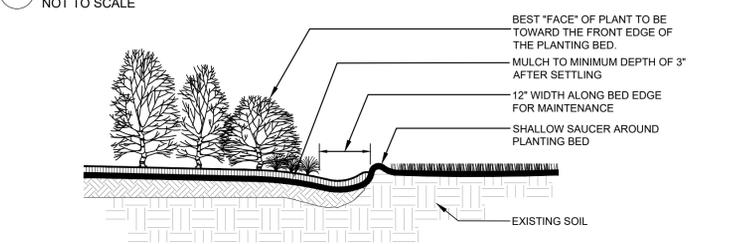
PALM PLANTING DETAIL
NOT TO SCALE



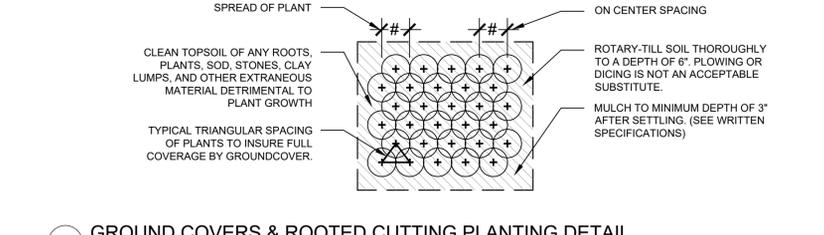
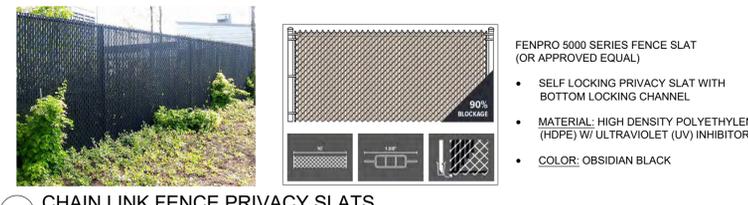
SHRUB & GROUND COVER LAYOUT DETAIL
NOT TO SCALE



MULCH RING IN SOD DETAIL
NOT TO SCALE



PLANTING BED EDGE DETAIL
NOT TO SCALE



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561.366.1100 FAX 561.366.1111
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#LCC000035

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: WVO	
DRAWN BY: WVO	
SHEET CHK'D BY: WJT	
CROSS CHK'D BY: WJT	
APPROVED BY: WVO	
DATE: 11/2025	

WENDY J TUMA, PLA
LA0001739



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METERING STATION - PLANTING DETAILS
SEACOST UTILITY AUTHORITY
AVENIR WASTE WATER METERING STATION ADDITION

PROJECT No.	12-065.006
FILE NAME:	
SHEET No.	2
OF 3	

**SECTION 02960
TREES, SHRUBS AND GROUND COVER**

PART I - GENERAL

By bidding on this project and/or signing a contract for landscape work, the Contractor acknowledges that he/she has B read and understood these specifications in their entirety, that he/she has inspected the site, and that he/she will abide C by all plant specifications, and conditions found herein. Any perceived conflicts or concerns within the specifications or on the plant list, including unavailability of materials, are to be brought to the attention of the Landscape Architect D prior to bid submission.

1.01 WORK INCLUSION

- A. Contractor shall obtain or ensure that all necessary permits have been granted to the Owner for work on the Owner's properties or in any adjacent easements prior to commencement of work.
- B. All planting and construction work shall be executed as shown on the provided drawings, schedules, and specifications.
- C. Any additional work or materials required to install landscape elements as called for on the plans, specifications or plant list shall be provided and installed by the Contractor.
- D. Finish Grade Elevations: 2 inch below top of pathway edging.
- E. The Contractor shall be entirely responsible for all work until final acceptance by the Owner. The Contractor shall protect all materials and work against injury and shall provide and maintain all necessary guards for the protection of the public. He shall be held responsible for any negligence during the execution of the work.

1.02 QUALITY ASSURANCE

- A. All work specified herein shall be performed by a single firm specializing in landscape work. The Landscape Architect and the Owner retain the right to approve any proposed subcontractors prior to awarding the contract.
- B. Ship landscape materials with certificates of inspection required by governing authorities. Comply with all regulations applicable to landscape materials.
- C. Package standard products with manufacturers certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.
- D. Provide trees, palms, shrubs and groundcover grown in a recognized nursery in accordance with good horticultural practice. Materials must be healthy and vigorous, free of disease, insects, eggs, larvae, and defects such as E. decay, rot, knots, sunscald, injuries, abrasions, and poor or unusual form. No collected material will be permitted unless specific written approval is granted.
- E. Do not make substitutions. If specified landscape material is not available at time of planting, submit proof of non-availability and provide a list of proposed equivalent material. Once authorized, adjustments to the contract will be made. Owner is not financially responsible for unauthorized substitutions.
- F. Materials of larger size than specified may be used if acceptable to Landscape Architect and if sizes of root balls are increased proportionately. Installation of larger sizes will not increase contract amount unless specifically authorized by Owner.
- G. Owner and Landscape Architect reserve the right to inspect, approve or reject at any time plant materials or work either at the nursery or at the site which does not meet the condition in the plans, plant list or specifications.
- H. The Contractor shall be responsible for planting the landscape in complete accordance with all applicable codes, ordinances, and laws. Any modification made to conform with said codes, laws and ordinances, after the bid is awarded, shall be completed at the Contractor's expense at no additional cost to the Owner.

1.03 SUBMITTALS

- A. Certificates of inspection of inspections as required by governmental authorities, and manufacturers or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that A materials comply with specified requirements.
- B. Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentage of purity, germination, and weed seed for each grass seed species.
- C. Planting Schedule: Submit planting schedule for each type of planting in each area of site.
- D. Maintenance Instructions: Submit typewritten procedures for maintenance of landscape work, through final acceptance.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Packaged materials: Deliver packaged materials in original containers showing manufacturer's guaranteed weight analysis and name of manufacturer. Protect materials from damage and deterioration during delivery and storage.
- B. Trees, shrubs, and ground covers: Provide freshly dug trees, palms, and shrubs. Do not prune prior to delivery. All plants shall be handled and stored so that they are adequately protected from drying out, from sun or wind burn, and from any other injury at all times. Any plant determined to be wilted or burned may be rejected at any time, whether in the ground or not. Plants shall be handled only by their containers or root balls, not by stems or trunks. Trees that are scraped or scuffed during delivery, storage, or planting will be rejected. The on-site storage area shall be approved prior to the delivery of any plant materials. Do not bend or bind plants in such a manner as to C. damage bark, break branches, or destroy natural shape. Provide protective covering during delivery.
- C. Deliver plant materials after preparations for planting are complete, and plant immediately. Roots or balls of all plants shall be adequately protected at all times from sun and/or wind. Balled and burlapped (B&B) plants that cannot be planted immediately upon delivery shall be set on the ground and protected by having soil, wet peat, or other acceptable material covering the roots or balls keeping them moist.
- D. Do not remove container grown stock from containers until planting time.
- E. Label at least one tree, one palm and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name, as requested by Owner.
- F. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.

1.05 JOB CONDITIONS

- A. Proceed with and complete landscape work as rapidly as portions of site become available.
- B. Utilities: Determine location of overhead and underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Forty eight (48) hours prior to digging, call the appropriate Utility D. Authority to have all utilities identified and marked in order to avoid conflicts.
- C. Protection to Existing Structures: All existing buildings, walks, walls, paving, piping, and other items of construction and planting already completed or established shall be protected from damage. All damage resulting from excavation shall be repaired or replaced, including but not limited to marks on pavers and cracks within existing walkways caused by the Contractor. The Owner may, at his discretion have any damage repaired by others and subsequently costs back-charged to the Contractor.
- D. Protection of Existing Plant Material: The Contractor shall be responsible for all unauthorized cutting or damage to existing trees or shrubs caused by careless operation of equipment, stockpiling of materials, etc. This shall include A. compaction by driving or parking inside the drip-line of any tree, or spilling of oil, gasoline, or other deleterious materials within the drip-line of any tree. No materials shall be burned.
- E. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

PART II - PRODUCTS

2.01 TOPSOIL

- A. The Contractor is required to obtain a soil sample and perform a soil analysis test to determine the existing soil composition and conclude whether it complies with the composition criteria below.
- B. Where topsoil does not meet the specified limits within the project site, it shall be furnished. Throughout all parts of site where finish grades and contour lines differ from existing contour lines, bring to finish grade contours shown on "Grading Plan".
- C. Topsoil shall be friable, fertile soil with representative characteristics of local soils. It shall be free of heavy clay, marl, stone, extraneous lime, plant roots, refuse and/or solid waste, sticks, brush, construction demolition debris, and any other deleterious materials. There shall be no noxious weeds or weed seeds (i.e., nut grass, Bermuda grass and the like). In no case shall there be more than five percent (5%) by dry weight of clay lumps or stones larger than 1". It shall test in the pH range of 6.0 to 7.2 and shall contain no substance that will impede plant growth. The Contractor shall have topsoil laboratory-tested at his expense and approved by Landscape Architect or Owner prior to material delivery.

Topsoil shall conform to the following specifications:

COMPONENTS	DRY WEIGHT MEASURE	PARTICLE SIZE
Organic Matter	2% - 7%	
Silt/Clay	2% - 10%	< 0.074 mm
Sand	85% - 98%	0.075 - 3.00 mm
Gravel	0% - 5%	4.75 mm - 1 inch

The analysis shall also show the following ranges:

Soluble salt	2 - 1.0mmhos/cm
Nitrogen	25-150 PPM
Phosphorus	26 - 30 PPM
Potassium	50 - 250 PPM
Calcium	500 - 2500 PPM
Magnesium	50 - 500 PPM
Iron	2.5 - 25 PPM
Manganese	2.5 - 25 PPM
Zinc	2.5 - 25 PPM
Copper	1.3 - 5 PPM
Boron	0.5 - 1.5 PPM
Sulphur	15 - 200 PPM
Chlorine	less than 100 PPM
Sodium	less than 10
Nematodes	none

2.02 SOIL AMENDMENTS AND FERTILIZERS

- A. Peat Moss: Peat moss shall be a commercial, baled sphagnum material, free of woody material, minerals, or foreign matter, with a pH range of 3.0 - 5.5.
- Sand: Sand shall be clean, sharp, and free of all deleterious material.
- Lime: Natural limestone (Dolomite) containing not less than 85% of total carbonates, ground so that not less than 90% passes through a 10-mesh sieve and not less than 50% passes a 100-mesh sieve.
- Humus Soil Conditioner: Consisting of yard trimmings and biosolids co-compost.
- Fertilizer: Fertilizer shall be a commercial grade, granular, slow release "pre-plant" type fertilizer.
- 1. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any opened, caked, or damaged fertilizer shall be rejected.
- 2. Tree, palm, shrub and grass fertilizer shall be "UF (University of Florida) Formulated" product 8-2-12 or 8-2-13 with minor elements as an all-purpose fertilizer, or equal, and applied according to the manufacturer's direction.
- 3. Application of fertilizer shall be consistent with the current recommendations of the Green Industries - Best Management Practices.
- 4. Fertilizer shall be applied by an individual who has successfully completed the GI-BMP program and holds a current Urban Fertilizer License or as required by the State and Local Ordinances.

2.03 WATER

- A. All water necessary for planting and maintenance shall be of satisfactory quality to sustain adequate growth of B. plants and shall not contain harmful, natural or man-made elements detrimental to plants.

2.04 OTHER LANDSCAPE PRODUCTS

- A. Mulch: Mulch shall be shredded Melaleuca, Eucalyptus, Grade "A" Pine Bark Nuggets, or approved equal, free of foreign materials and weed seeds. Minimum depth after settling shall be 3".
- B. Guying and Bracing: Tree guying and bracing shall be the responsibility of the Contractor in accordance with the planting details to insure stability and maintain plants in an upright position.
- C. Anti-desiccant: Anti-desiccant shall be "Wiltpruf" or equal, if specified on plans.
- D. Tree Wound Paint: Tree wound paint shall be an asphaltic base paint containing an antibacterial agent, specially prepared for tree surgery work.
- E. Absorbent Polypropylene "Terra Sorb" or approved equal as packaged in 3 oz. Handy Pac composed of A. synthetic acrylamide copolymer, potassium, acrylate. Particle size of 1.0 mm to 3.0 mm and absorption rate of 300 times its weight in water, if specified on plans.

Apply dry, using the following amounts:

- 1. For trees and palms up to 36" diameter root ball, use one 3 oz. Handy Pac.
- 2. For trees and palms over 36" diameter root ball use two 3 oz.
- 3. Handy Pacs. Broadcast throughout planting hole and backfill as per manufacturers specifications.

For container grown plants:

Container Size	Application Rate
1 Gallon	1 Handy Pac / 9 Containers
3 Gallons	1 Handy Pac / 4 Containers
7-10 Gallons	1 Handy Pac / 2 Containers
20 Gallons	1 Handy Pac / 1 Container

2.05 PLANT MATERIAL

- A. Plant list is part of this specification section. The Contractor shall be responsible for furnishing and installing all plant materials shown on the drawings and plant list. In case of conflict between the two documents, the drawings shall rule.
- B. Quality: Trees, palms, shrubs, and other plants shall be Florida #1 or better as defined in the latest edition of Grading and Bracing for Nursery Plants, Florida Department of Agriculture and Consumer Services. Multi-trunked trees will not be accepted unless they are specifically specified in the planting plans. All plants shall A. have a normal habit of growth and shall be sound, healthy, and vigorous. Trees shall have normal well-developed branching structures and vigorous root systems that are not rot or container bound.

- 1. Balled and burlapped plants (BB or b&b) shall be dug with firm, natural balls of earth, of sufficient depth and diameter to include the fibrous and feeding roots. Plants with cracked, dry, or broken balls will not be accepted, nor will plants with root balls of insufficient size.
- 2. All plants, other than those collected on site, shall be nursery grown in accordance with good horticultural practices and under climatic conditions similar to the site for at least two years. Transplanting or root pruning C. shall have taken place during growth.

Size: Plant sizes shown in the plant list are minimums. When a plant size is given by height and spread or by E. container size, all specifications are minimums to be met or exceeded. All trees and shrubs shall be measured when their branches are in a normal position. Spread dimensions specified refer to the main body of the plant and not from extreme branch tip to tip. Height is measured from the soil line to the average height of the canopy. F. Measurement does not include any terminal height; the container or root ball is also not included.

Unless otherwise specified, the determining measurement for trees shall be caliper, which shall be measured 6" G. above the ground for trees up to 4" in caliper, and 12" above the ground for trees over 4" caliper.

2.06 GRASS MATERIALS

- A. Types: Sod type shall be as specified on the provided landscape plan and associated plant schedule.
- B. Dimensions: The sod shall be taken up in commercial size rectangles, preferably 12-inch x 24-inch.
- C. Measurement: Sod shall be measured on the basis of square footage. Contractor shall be responsible for complete coverage based on the square footage shown on plans; therefore, Contractor shall factor in cutting and shrinkage of materials.
- D. The sod shall be sufficiently thick to provide a dense stand of live grass. The sod shall be live, fresh and uninjured. J. At the time of planting, it shall be a soil mat of sufficient thickness, at least 2" thick, adhering firmly to the roots to K. withstand all necessary handling. It shall be free of weeds and other grasses. It shall be planted as soon as possible after being dug, and shall be shaded and kept moist from the time it is dug until it is planted. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.

2.07 REJECTION, SUBSTITUTION, AND RELOCATION

- A. All plants not conforming to the requirements herein specified shall be considered defective and such plants shall M. be marked as rejected and removed from the site whether in the ground or not, at the Contractor's expense. Such removal shall take place immediately and new plants shall be brought in as replacements. The plant materials must meet all applicable inspections required by law.
- B. The Owner or Landscape Architect also reserves the right to require that plants be relocated after installation if their initial installation does not conform to the plans or the intent of the plans, or if the original location poses an O. unforeseen threat to other facilities, human life, health, or safety, or to site utilities. Such relocation shall be at the Contractor's expense.

PART III - EXECUTION

3.01 GENERAL

- A. Proceed with and complete landscape work as rapidly as portions of the site become available.
- B. No planting shall be done until all operations in conjunction with the installation of the sprinkler system have been completed, final grades have been established, planting areas have been properly graded and prepared.
- C. Adverse Conditions: When conditions potentially detrimental to plant growth are encountered during work, such as rubber or refuse fill, adverse drainage conditions, or obstructions, notify Owner or Landscape Architect before D. planting.
- D. Work Scheduling: Work is to be scheduled to establish a logical sequence of steps for completion of each type and phase of landscape work, in such a way as to correspond with, and avoid damage and conflict with, other disciplines on site.
- E. Coordination with Sod/Lawn: Plant trees, palms, and shrubs only after final grades are established, and prior to sodding or lawn establishment. If such planting must be done after lawn work, protect lawn/sod areas during planting and promptly repair any resulting damage.
- F. Timing:
 - 1. Planting work shall not be started until the final subgrade has been established, berms have been constructed and fine finished grading completed.
 - 2. Under no conditions shall work be done if weather or soil conditions are not satisfactory.
- G. Clean-up:
 - 1. At all times during the construction and installation, the site shall be maintained in a clean, orderly and safe G. condition. Streets and pavements shall be kept clean. Materials and equipment for planting work shall be limited to the quantity required for the particular phase of work currently underway on the job site.
 - 2. Protect landscape work and materials from damage due to landscape installation and maintenance H. operations. Operations by other contractors and trades, and trespassers. Maintain protection during installation, Maintenance and Establishment periods. Treat, repair or replace damaged landscape work as directed.
 - I. Any plants which, after setting, rest significantly higher or even slightly lower than they grew in the nursery or container are subject to resetting or replacement at the discretion of the OWNER or Landscape Architect. Such O. work shall be at the Contractor's expense.
- J. Grading and soil preparation work shall be performed only during periods when best results can be obtained. If J. the moisture content of the soil is high enough that work would damage soil structure, grading and tilling K. operations shall be suspended.

3.02 SOIL PREPARATION

- A. Grading and soil preparation work shall be performed only during periods when best results can be obtained. If J. the moisture content of the soil is high enough that work would damage soil structure, grading and tilling K. operations shall be suspended.
- B. Before mixing in soil amendments, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous O. materials harmful or toxic to plant growth. Apply Herbicide for weed control as needed.
- C. Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow plating of planting soil within a few days.

- D. For planting beds, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before 3.08 PRUNING.

- 1. Mix lime with dry soil prior to mixing of fertilizer.
- 2. Prevent time from contacting roots of acid-loving plants.

- E. Unless drawings indicate otherwise, berms shall not exceed a 3:1 slope. Berms near buildings or in potentially B. troublesome drainage situations shall be checked for correct drainage by the project Engineer or Owner prior to planting.
- F. Trees and shrub planting beds which fall within or near parking lot areas shall be completely excavated and backfilled with topsoil. All soil, shell-rock or other base materials, and all subsoil and debris, shall be completely removed from beneath such planting areas, to a minimum depth of 24".
- G. All tree and/or shrub planting areas within 36" of building foundations, and any other planting areas where significant buried construction debris is encountered, shall be excavated to a minimum depth of 24" and backfilled with topsoil as specified elsewhere in these specifications.

3.03 TILLING

- A. Before mixing, clean soil of roots, plants, clay lumps, stones in excess of 1" in diameter, and other extraneous or potentially harmful materials.
- After all soil conditioning (and topsoil if called for on plans) has been spread at specified rates, the areas to be planted should be thoroughly rotary-tilled to a depth of six (6) inches. Plowing or ridging is not an acceptable substitute for rotary-tiling.

- 1. If the sprinkler system is installed after grading and tilling is completed, the backfill shall be retilled in the affected areas.
- 2. When the subsoil, grading, topsoil addition, soil conditioning, and tilling have been accomplished, all areas so treated shall be compacted and settled by application of heavy irrigation to a minimum depth of twelve (12) inches. Erosion scars shall be repaired.

3.04 FINE FINISH GRADING

- A. When preliminary grading has been completed and the soil has dried sufficiently to be readily worked, all lawn and A. planting areas shall be graded to the elevations indicated on the Engineering Plans. The top four (4) inches shall be completely free of stones larger than one (1) inch. Grades not otherwise indicated shall be uniform levels or slopes between points where elevations are given. Positive drainage away from buildings shall always be B. maintained. Surface drainage shall be directed as indicated on the drawings by remodeling surfaces to facilitate the natural run-off of water. All depressions where water will stand, all voids, erosion, settled trenches and C. For trees and palms, all ridges and rises shall be amended and/or removed leaving a smooth, even finish grade. If additional amended topsoil is required to accomplish the intent of this specification, it shall be according to the foregoing specifications for topsoil.

- 1. All area shall be graded so that the final grades are 2" below adjacent paved areas, sidewalks, valve boxes, manholes, curbs, clean-outs, drains, etc., with appropriate adjustments for varying sod thicknesses. The intent is for water always to drain away from paving into lawns/sod areas.
- 2. Eliminating all erosion scars prior to beginning planting.
- 3. The Owner and/or his representative shall approve all final finish grades prior to planting.

- B. Prior to fine grading or the installation of plant material the Contractor shall obtain certification that the project area is at the grade levels proposed by the Civil Engineer or Landscape Architect from a licensed Surveyor. The F. Contractor shall fine grade the lawn and planting areas to bring the rough grade up to final finished grade allowing G. for thickness of sod and/or mulch depth.

3.05 PLANTING TREES AND PALMS

- A. Layout individual tree locations and areas for multiple plantings. Stake all locations and outline areas, then secure Landscape Architect's acceptance before the start of planting work.
- B. Prior to preparation of tree pits, ascertain the location of all electrical cables, all conduits, all utility lines, oil tanks A. and supply lines, so that proper precautions may be taken not to disturb or damage any existing conditions.
- C. Properly maintain and protect existing utilities. If obstructions or overhead obstructions be encountered that interfere with planting, the Contractor will inform the Landscape Architect or Owner's B. representative and shall be consulted as to the adjustment of the location of plants to clear such obstruction or the relocation of the obstruction.

Tree pit locations shall be staked by the Contractor and approved by the Owner or Landscape Architect before digging. Pits shall be excavated to the depth and width indicated and all subsoil removed.

- D. All excavated holes shall have vertical sides with roughened surfaces and shall be of a size that is at least twice the width of the original plant container or ball. In all cases the holes shall be large enough to permit handling and planting without damage to the roots or root ball.
- E. Excess soil shall be removed or utilized as directed by Owner or the Owner's representative. If the excess soil will not be used, it is the responsibility of the Contractor to remove and dispose of the discarded soil off site in an acceptable manner.

Tree pits shall be backfilled with a topsoil mixture as specified elsewhere in these specifications. Palm tree pits will D. be backfilled with a mixture of up to 95% sand and 5% organic material.

- H. Add fertilizer to tree pits as specified elsewhere in these specifications.
- I. Set balled and burlapped stock on a layer of 50% native soil and 50% topsoil compacted to a 6" depth. Loosen burp from top of sides of the ball but no burp shall be pulled from underneath. Remove non-organic binding material (if any) from tree ball. Immediately cut any damaged roots with clean shears. Using a plumb to assure E. that the tree is properly upright, begin filling the hole and tamping the fill material. When the hole is 2/3 filled, water thoroughly and probe with a stick to be sure that no air pockets remain. Re-plumb, complete filling the hole. F. Set container-grown stock as above, taking care not to damage roots when removing the container.

During planting, do not cover the top of the root ball with the soil mixture. All rope, wires, burp mesh, etc., shall be G. removed from the root ball. No synthetic burp is allowed on any plant material. Synthetic burp is unacceptable for rootballs. Trees shall be planted so that the top of the root ball is 2" above final grade. Allow for settling. Any excavated, deeper or higher holes must be either amended and/or replaced at the discretion of the Owner or Landscape Architect; such work shall be at the Contractor's expense.

Create a watering basin around each tree at least as wide as the root ball in diameter formed by a circular ridge of L. soil at least 6" high.

Each planting basin shall be mulched to a minimum depth of 3" (after setting). Mulch shall not be applied until the tree has been thoroughly watered and two days have elapsed. Mulch should be placed so that it is not in direct contact with trunks.

All trees are to be staked or guyed per these specifications. All stakes shall be painted a conspicuous color or shall be flagged for visibility and public safety; guy wires shall be flagged.

Palms shall be planted per above specifications.

Planting shrubs, vines, and ground covers

The locations of all plants, bed outlines and all other areas to be planted shall be clearly marked with agricultural gypsum or landscape marking paint then approved by the Owner or Landscape Architect before any holes are dug.

No planting shall be done until the area concerned has been satisfactorily prepared in accordance with these specifications.

No more plants shall be distributed in the planting area on any work day than can be planted and watered in that day.

Unless otherwise indicated, all plants shall be planted in pits, centered as called for on the plant list, and set in 24" depth of topsoil as specified elsewhere in these specifications to such depth that the soil line of the plants will match the surrounding grade after setting. Plants shall be planted in a vertical position and oriented to give the best possible appearance or relationship to adjacent structures or features. Remove all inorganic containers or K. binding. All damaged roots shall be cut away cleanly. Planting soil shall be placed and compacted carefully to fill all voids and avoid root injury. When the hole is 2/3 filled, water thoroughly. The hole shall then be filled to finish grade and a shallow saucer shall be formed around each bed. After setting, soil shall be added as needed to bring L. the hole to grade level.

Azaleas and other Ericaceae and acid-loving plants shall be backfilled with a mixture of 20% topsoil and 80% acid peat. They shall be set so that the bases of the plants are slightly higher than they grew in the container or nursery after setting. At no time shall lime in any form be brought into contact with the plants or their roots. Mulch with pine straw unless noted otherwise.

Add fertilizer to plants as outlined in section 2.02.

Vines shall be planted in pits containing at least 2 cubic feet of prepared topsoil. They shall be planted in the same manner as shrubs, and shall be mulched. Vine stems shall be fastened to walls, trellises, etc., as specified in the M. drawings.

Groundcover plants shall be laid out in their proposed planting locations without being removed from their N. containers after the soil is properly prepared per these specifications. Planting methodology is the same as for other shrubs.

Any plants which, after setting, rest significantly higher or even slightly lower than they grew in the nursery or container are subject to resetting or replacement at the discretion of the OWNER or Landscape Architect. Such O. work shall be at the Contractor's expense.

Grading and soil preparation work shall be performed only during periods when best results can be obtained. If J. the moisture content of the soil is high enough that work would damage soil structure, grading and tilling K. operations shall be suspended.

Before mixing in soil amendments, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous O. materials harmful or toxic to plant growth. Apply Herbicide for weed control as needed.

Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow plating of planting soil within a few days.

For planting beds, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before 3.08 PRUNING.

All pruning shall be done in the presence of, and with the approval of, the Owner or Landscape Architect. Only clean, sharp tools designed for the purpose shall be used. The goal of pruning is always to preserve and enhance the natural character of the plant. Pruning shall be done per modern horticultural practices, and shall be done in accordance with the following specifications:

Pruning shall be limited to the minimum necessary to remove injured twigs, branches, and fronds, to compensate A. for root loss suffered during digging and transplanting, and to thin and shape shrubs and trees. In no case shall more than 1/3 of the branching structure be removed. Damaged, scarred, frayed, split, or skinned twigs, branches, or limbs shall be pruned back to the next sound outside lateral bud, branch or limb. The terminal bud or leader C. shall never be removed.

Prune trees and shrubs to retain required height and spread. Remove the minimal amount of wood necessary on C. flowering trees and shrubs. Remove only dead or dying fronds from palms. Cuts over 3/4" in diameter shall be treated with tree wound paint; all exposed living tissue shall be covered.

Existing Trees: If indicated on drawings, Contractor shall prune and thin existing trees on site. The use of climbing D. spurs is prohibited. All diseased, dead branches and those interfering with healthy plant growth shall be removed. Also, remove root suckers, low branches, and any others as directed by the Owner or Landscape Architect. Cuts E. shall be flush with the trunk or limb and shall be painted with tree paint. Remove any nails, wires, etc. fastened to the tree.

3.09 PLANTERS - DECORATIVE OR STRUCTURAL

All specified, landscaping in planters shall be installed using the following method:

- 1. Install 4" deep layer of fine crushed stone in bottom of planter.
- 2. Install filter fabric over stone layer. Turn up edges of fabric all around.
- 3. Install planting soil mix over filter fabric to within 3/16" of top of planter. Do not compact planting soil.
- 4. Install plant material as specified elsewhere in these specifications.
- 5. Install 3" of mulch over planting soil.

3.10 SODDING NEW LAWNS

The Contractor shall soil all areas indicated and noted on the drawings. No sodding shall occur until areas to be sodded are cleared of any rough grass, weeds and debris, the ground brought to an even grade and specified amendments have been added. See details for specific amendments as per sod type.

Whenever a suitable area has been graded and is ready for sodding the Contractor shall, when directed by the Landscape Architect, proceed at once with the sodding of the available areas. Sodding shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than seven (7) days shall be used unless specifically authorized by the Landscape Architect or Owner after his careful inspection thereof. Any sod which is not planted within twenty four (24) hours after cutting shall be stacked in an approved manner and maintained properly moistened.

The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools. Sod shall be rolled with 1,000 lbs. roller unless waived by the Landscape Architect or Owner.

Where sodding is used in drainage ditches, sod panels shall be set in a staggered pattern, such as to avoid a continuous seam along the line of flow. Offsets of individual strips shall not exceed six (6) inches. At the inside of the curbs, sod shall abut squarely and evenly.

On areas where the sod may slide, due to height and slope, the Landscape Architect or Owner may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth at suitable intervals.

Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work. Where placement of new sod abuts existing sodded areas, new sod must be placed in such a manner as to produce an even transition to existing sodded areas.

It shall be the responsibility of the Contractor to bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas.

3.08 PRUNING

All pruning shall be done in the presence of, and with the approval of, the Owner or Landscape Architect.

Only clean, sharp tools designed for the purpose shall be used. The goal of pruning is always to preserve and enhance the natural character of the plant. Pruning shall be done per modern horticultural practices, and shall be done in accordance with the following specifications:

SMALL PROJECT AGREEMENT
(Sign and Delineators 2026)

THIS SMALL PROJECT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between:

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

and

J.W. CHEATHAM, LLC, a Florida limited liability company, whose principal and mailing address is, 7396 Westport Place, West Palm Beach, Florida 33413 (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District desires to secure the services of a contractor to perform certain construction work, including the Coconut Boulevard signage and delineators in accordance with the Avenir Spine Road-Phase 3 Plans, dated November 3, 2025, as such work is detailed in the Contractor's Proposal, dated February 20, 2026 (the "Proposal"), which Proposal is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the Board of Supervisors of the District at its meeting of February 26, 2026, authorized the proper District officials to enter into this Agreement with Contractor; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Work as detailed in this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. 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 Agreement.

SECTION 2. DUTIES

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the Exhibits attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or his or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, and in Exhibit A.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work in a substantial, quality, and workmanlike manner.

F. Contractor shall perform all the work and provide all the labor required by and pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the work.

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

J. To the extent applicable to this Agreement, Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

K. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

N. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and

other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

O. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

SECTION 3. COMPENSATION.

Upon Contractor's completion of the Project described in this Agreement, District agrees to compensate the Contractor in a total amount not to exceed **THREE THOUSAND TWO HUNDRED AND 00/100 (\$3,200.00) DOLLARS** (See Exhibit A). It is understood and agreed that District shall be responsible, at cost, for any permit fees required by Palm Beach County, any municipality, including the City of Palm Beach Gardens, or other governing entity or agency having jurisdiction thereof (if any).

Payment of the final payment toward the contract amount set forth above will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, and any other applicable permitting agencies. Payment for any approved Additional Costs or approved Extra Work shall be made upon completion of the same and upon District's receipt and review of sufficient supporting documentation for such items. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule.

SECTION 4. EXAMINATION OF SITE. The Contractor agrees that he shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, monuments, other District structures, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the Contract Amount.

SECTION 5. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other

business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

SECTION 6. TERM AND TIME FOR PERFORMANCE. This Agreement shall commence upon signature and shall continue until the scope of work described herein is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities, and no later than _____, 2026, weather permitting. The parties acknowledge that the estimated time to complete the Project is _____ (____) days. Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor, for such Additional Work, and the timeframe in which such Additional Work must be completed. This Agreement replaces any other Agreements for similar services between the District and Contractor.

SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its officers, agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

SECTION 8. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 9. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. CANCELLATION/TERMINATION. The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior to Contractor's initiating work under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure to cure the non-compliance.

SECTION 11. WARRANTY. The Contractor warrants its work against defects in materials or workmanship for a period of one (1) year from final acceptance by District; however, the Contractor shall not be responsible for damages incurred to the newly installed delineators, unless such damages are caused, in whole or in part, due to the acts or omissions of the Contractor, its agents or employees. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. The warranty herein is in addition to any manufacturer's warranties on the improvements, materials, or equipment installed as part of the Project.

SECTION 12. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits

not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
- f. Pollution Damage.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Avenir Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required

insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 13. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless the requirements of subsection B of this section are satisfied.

SECTION 14. REMEDIES FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City or County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(S) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 15. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT: **Avenir Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With copy to: **District Counsel**
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR: **J.W. Cheatham, LLC**
7396 Westport Place
West Palm Beach, Florida 33413
Attention: Thomas P. Uhrig, President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 16. 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 District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District; 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 District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District 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 District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District 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 DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922 EXT. 238
EMAIL: BBARBA@SDSINC.ORG**

SECTION 17. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 18. ENTIRE AGREEMENT. This instrument, including its incorporated exhibits, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 19. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 20. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 21. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 22. CONFLICTS. To the extent that there is conflict with respect to any provisions of this Agreement or the Proposal, the provision of the main body of the Agreement shall govern over the Proposal.

SECTION 23. ACCEPTANCE OF PROPOSAL. District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Project described in Exhibit A.

SECTION 24. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Palm Beach County, Florida.

SECTION 25. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall 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 District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 26. RESPONSIBLE VENDOR DETERMINATION. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

SECTION 27. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and 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.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:
 - 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.
 - 2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.
 - 3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

~~**SECTION 28. CONVICTED VENDOR LIST.** Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public~~

entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 29. PROTECTION OF PROPERTY AND PUBLIC.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Work is being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Work, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of the District of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

SECTION 30. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

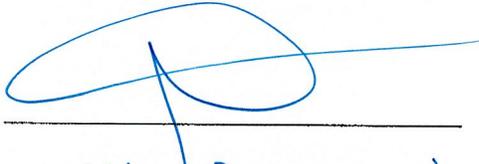
Print name: _____
Chairman/Vice-Chairman

____ day of _____, 2026

WITNESSES: (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.)

CONTRACTOR:

J.W. CHEATHAM, LLC, a Florida limited liability company



Mike Damon
[PRINT NAME OF WITNESS]

By: Thomas P. Uhrig

Print name: Thomas P. Uhrig


MICHAEL WONNELL
[PRINT NAME OF WITNESS]

Title: President

25 day of February, 2026

(CORPORATE SEAL)



EXHIBIT A
PROPOSAL



**Road Building &
Earthmoving Contractors**

February 20, 2026

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

Attn: Carlos Ballbé, P.E.

Ref: "Northlake Blvd Sign & Delineator Installation"

Dear Mr. Ballbé,

As per your request, I submit the following Proposal for Delineators & Sign for the above referenced project.

- F&I Seven (7) 48" Flexible Delineator Round Post With Base Per FDOT And MUTCD Specifications.
- F&I One (1) Right Only Sign with Post.

1 Lump Sum: \$ 3,200.00

Qualifications are as stated on the original contract:

1. Existing Stop Sign shall be reused.
2. J.W. Cheatham shall not be held responsible for damages incurred to the newly installed delineators.
3. No item included unless specifically stated.
4. All work is in accordance with civil plans entitled "Avenir Spine Road-Phase 3", Dated 11/03/2025
5. By Ballbé & Associates.
6. The price is good for thirty (30) days.

Your timely review and approval is requested.

Respectfully,

Michael Wonnell

Michael Wonnell

Project Manager

J.W. Cheatham, LLC.

**Michael
Wonnell**

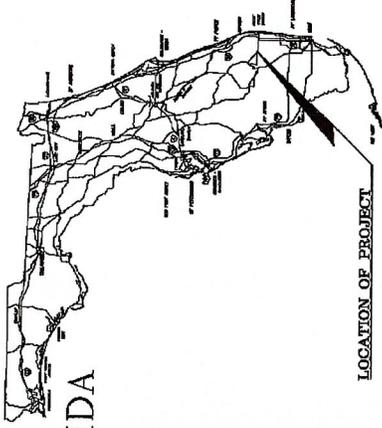
Digitally signed by Michael Wonnell
DN: c=US, cn=J.W. Cheatham LLC, dnQualifier
=A01410C0000193271105AD0012B512, CN=
Michael Wonnell
Reason: I am the author of this document
Location: Remote
Date: 2026.02.23 14:14:04-0500
Foxit PDF Editor Version: 12.1.9

7396 Westport Place West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348

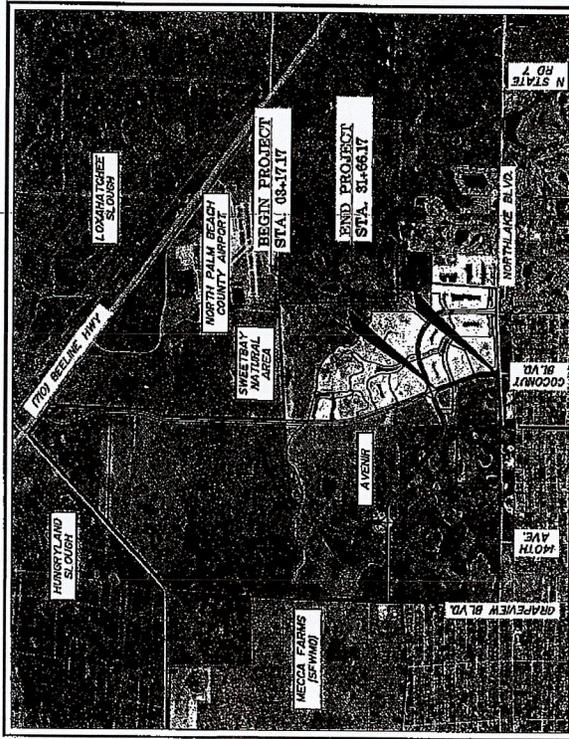
Page 1 of 1

AVENIR SPINE ROAD - PHASE 3

AVENIR DEVELOPMENT, LLC
PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA



LOCATION OF PROJECT



LOCATION MAP
PORTION OF SECTION 14, 9 IS TWP 42S, R10E, 4E,
N.T.S.

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying
2737 Northeast 30th Place
Fort Lauderdale, Florida 33306
Phone: (954) 491-7811
Authorization No. CA-26426

Digitally signed by Carlos J. Ballbé
DN: cn=Carlos J. Ballbé,
ou=BALLBÉ & ASSOCIATES,
o=BALLBÉ & ASSOCIATES,
c=US
Ballbé, Carlos J. Ballbé
2010.05.11 11:02:54 -0700

Carlos J. Ballbé
Ballbé

PAVEMENT MARKINGS AND SIGNAGE PLANS REVISIONS

INDEX OF PAVEMENT MARKINGS AND SIGNAGE PLANS:

- 1 SHEET DESCRIPTION COVER SHEET
- 2 INDEX OF SHEETS
- 3-8 PAVEMENT MARKINGS AND SIGNAGE PLANS
- 9 PAVEMENT MARKINGS AND SIGNAGE - DETAILS

NO.	DATE	BY	REVISION

Always call first: save full business days before you dig
Sunshine811.com

THESE PLANS HAVE BEEN PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS AND STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS, AS ADOPTED BY THE STATE OF FLORIDA, LEGISLATIVE COMMITTEE ON TRANSPORTATION, AND THE FEDERAL AID TO NATIONAL DEFENSE ROAD AND TRANSPORTATION DESIGN STANDARDS FOR CONSTRUCTION AND MAINTENANCE OPERATIONS DATED FY2006-2017.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING BENCHMARK DATUM IS REFERRED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AND EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.

LENGTH OF PROJECT

SECTION	LINEAR FEET	MILES
SECTION 1	2045.00	0.38
SECTION 2	2045.00	0.38
NET LENGTH OF PROJECT	2045.00	0.38
EXCEPTIONS	N/A	N/A
GROSS LENGTH OF PROJECT	2045.00	0.38

PROJECT LENGTH IS BASED ON BASELINE

VERTICAL DATUM NOTE:
REF: THE VERTICAL DATUM FOR THIS PROJECT IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
GEODETIC VERTICAL DATUM (GVD07) CONVERSION
EQUATION: NAVD83 - 0.1170 M

Engineer of Record:	CARLOS J. BALLBÉ	Project Number:	201003
Registered Professional Engineer:	201003	Sheet Number:	1
Scale of Plans:	AS SHOWN		

CHANGE ORDER NO. 2

Date of Issuance:	February 25, 2026	Effective Date:	February 25, 2026
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CROSSROADS PAVING SOLUTIONS, INC. 8050 N. University Drive Suite 204 Tamarac, FL 33321	Contractor's Project No.:	#061324-N6
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202312
Project:	AVENIR POD 18	Contract Name:	Park Walkway Pavers

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

Description:

- Supply and deliver road rock - \$7,825.50

Attachments:

- Exhibit "A" – Change order provided by Kenco

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$49,711.02	Original Contract Times: Refer to contract Exhibit "B"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$17,188.23	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None
Contract Price prior to this Change Order: \$68,899.25	Contract Times prior to this Change Order: Refer to contract Exhibit "B"

[Increase] [Decrease] of this Change Order \$7,825.50	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$74,724.75	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>02/25/2026</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Crossroads Paving Solutions, Inc.</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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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 NAM **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE **12/18/25**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attension once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
2	Crossroads Pavings Solutions	Supply and Deliver 140 Tons of Road Rock	\$ 7,825.50
			\$ 7,825.50

Prepared by: Lidia Zelkina

Title: Controller

Signature: _____

Date: 12/18/2025

CDD Park #1
Line Item # 37



8050 N University Drive • Tamarac, FL 33321 • Phone: 954-752-9695 • Fax: 954-337-0114

Kenco
Phone: 954-410-9239

Job Address:
9301 Panther National Blvd
Palm Beach Gardens, FL 33412

Print Date: 11-20-2025

Park Walkway Rock Revised to 4 inch

Change Order ID: 2510367-0001

Total Price: \$7,825.50

Supply and Deliver 140 Tons of Road Rock Total with Tax \$7130.50

Compact Rock \$695.00

• Project : Park Walkway

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. If primary contract requires customer change order, it is agreed that the formal change order will be provided in no more than 30 days.

Required clients

Kenco	<i>Vincent P. Veccharella</i>	<i>11/20/25</i>
X:	<i>Matthew Wood</i>	<i>11/26/25</i>

CHANGE ORDER NO. 1

Date of Issuance:	February 25, 2026	Effective Date:	February 25, 2026
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	SOUTHERN OAKS CARPENTRY 571 Fruit Cove Road St. Johns, FL 32259	Contractor's Project No.:	#061324-N6
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202312
Project:	AVENIR POD 18	Contract Name:	Site Furnishings

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

Description:

- Additional material - \$1,750.00

Attachments:

- Exhibit "A" – Change order provided by Kenco

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$14,000.00	Original Contract Times: Refer to contract Exhibit "B"
[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: \$14,000.00	Contract Times prior to this Change Order: Refer to contract Exhibit "B"

[Increase] [Decrease] of this Change Order \$1,750.00	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$15,750.00	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>02/25/2026</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Southern Oaks Carpentry</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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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 FORM**PROJECT NAM **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE **01/21/26**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
1	Southern Oaks Carpentry	Common Area Features Additional 8x8 Material	\$ 1,750.00
			\$ 1,750.00

Prepared by: Lidia ZelkinaTitle: ControllerSignature: Lidia ZelkinaDate: 1/27/2026

CDD Line Item #37
Trellis

INVOICE

Southern Oaks Carpentry
571 Fruit Cove Rd
Saint Johns, FL 32259-2895

southernoakscarpentry@gmail.com
+1 (305) 522-1804



Change Order #1 Trellis

Bill to
Vincent Veccharella
Kenco Communities at Avenir II, LLC

Ship to
Vincent Veccharella
Kenco Communities at Avenir II, LLC

Invoice details

Invoice no.: 1051
Terms: Net 30
Invoice date: 12/31/2025
Due date: 01/30/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Sales	*Change Order* Additional 8X8 Material for Corner Brackets Trellis Project	1	\$1,750.00	\$1,750.00

Total **\$1,750.00**

Ways to pay



[View and pay](#)

Vincent P. Veccharella 12/31/25



FIELD WORK ORDER

DATE: 12/31/2025
VENDOR: Southern oaks carpentry
RE: Orchid Isles Trellis
LOT: Orchid Isles Park 2

PLEASE ATTACH TO YOUR INVOICE AND MAIL TO OFFICE

1. FWO for additional 8x8 material for corner brackets at both trellis locations in Orchid Isles Park #2
2. CDD Line Item #37
3. Total: \$1750.00
4. No backcharge.

PLEASE ATTACH FIELD WORK ORDER AND MAIL TO:
KENCO COMMUNITIES
1555 Palm Beach Lakes Blvd., Ste 1500
West Palm Beach, FL 33401

Brian Sweeney
Construction Manager



Brian Sweeney

CHANGE ORDER NO. 1 thru 8

Date of Issuance:	February 25, 2026	Effective Date:	February 25, 2026
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	ARIES AV, LLC 13675 Exotica Lane Wellington, FL 33414	Contractor's Project No.:	#061324-N6
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202312
Project:	AVENIR POD 18	Contract Name:	Walkway bollard lighting

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

Description:

- See attached backup information

Attachments:

- Exhibit "A" – Change order provided by Kenco

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$61,287.46	Original Contract Times: Refer to contract Exhibit "B"
[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: \$61,287.46	Contract Times prior to this Change Order: Refer to contract Exhibit "B"

[Increase] [Decrease] of this Change Order \$70,660.89	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$131,948.35	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>02/25/2026</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Southern Oaks Carpentry</p> <p>Name: _____</p> <p>Title: _____</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: **11/10/25**

Attn: Carlos Ballbe
 Company: Ballbe @ Associates, Inc
 3564 N.Ocean Blvd
 Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
1	Aries AV, LLC	Orchid Isles Entrance Lighting Fixture Package:	\$ 19,931.87
			\$ 19,931.87

Prepared by: Lidia Zelkina

Title: Controller

Signature: *Lidia Zelkina*

Date: 11/10/2025



ARIES AV, LLC

13675 Exotica Lane
Wellington, FL 33414

(561) 335-6585
Mike@ariesavllc.com

Estimate

Date	Estimate #
10/20/2025	95

*CDD Landscape Lighting
Line Item # 35*

Name / Address
Kenco Communities at Avenir II, LLC
<i>Change order #1</i>

Project
Landscape Lighting

Description	Qty	Rate	Total
Orchid Isles Entrance Lighting - Fixture Package: -Supply and install (2) WAC 5011-30 BBR LED 3000K accent 60 wide flood fixtures -Supply and install (48) WAC 5011-30 BBR LED 8-watt 3000K accent 40 flood fixtures -Supply and install (30) WAC 5011-30 BBR LED 15-watt 3000K accent 40 flood fixtures -Supply and install (13) WAC 5021-30 BBR LED 3000K wall-wash fixtures -Supply and install (11) extension rods bronze on aluminum 12" risers		19,931.87	19,931.87

Vincent P. Chicharella 10-24-25

*10/5 OK
11/5/25*

Total	\$19,931.87
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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: **11/10/25**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
2	Aries AV, LLC	Mail Kiosk	\$ 14,895.00
			\$ 14,895.00

Prepared by: Lidia Zelkina

Title: Controller

Signature: *Lidia Zelkina*

Date: 11/10/2025

CDD Mail Kiosk
Line Item #30



Proposal for: Avenir Community Development District
c/o Kenco Communities at Avenir II, LLC
MODEL: MAIL KIOSK
PROJECT: AVENIR (POD 18 ORCHID ISLES)

Residential

WE PROPOSE TO FURNISH MATERIALS AND LABOR FOR THE FOLLOWING OUTLETS:

0	DUPLEX OUTLETS	0	UC FRIDGE	0	GOLFCART OUTLET
2	WP OUTLETS	0	DISPOSAL	0	YARD STUBOUT
0	FLOOR BOX	0	DISHWASHER	0	DIMMERS
0	SP SWITCHES	0	BBQ GAS	0	AC UNITS
0	3W SWITCHES	0	IRONING OUTLET	0	AIR HANDLER
0	PULLCHAIN LIGHT	0	STRUCTURED OUTLET	0	POOL ELECTRICS
4	LIGHT OUTLETS	0	ALARM OUTLET	0	SPA/POOL HEATER
0	RECESSED FIX 6" W/LED	0	WASHER	0	KITCHEN ISLAND
0	RECESSED FIX 4" W/LED	0	DRYER (gas)	2	GFI CIRCUITS
0	BRACED LIGHT BOX	0	BATH FAN (by others)	0	ARC-FAULTS
0	PADDLE FAN PREWIRE	0	WHIRLPOOL	0	ARC-FAULT/GFI COMBO
0	COLUMN LIGHT	0	RECIRC. PUMP	0	GAS BOND
0	TIMER	0	WATER HEATER (gas)	2	PHOTOCELL
2	STUB OUT HV	0	GARAGE OPENER	4	FIXTURE HANGING
1	SLAB BOND	0	CARBON COMBO	0	RING PRO
2	J-BOX AT KIOSK	0	SMOKE DETECTORS	1	SERVICE RACK (per plan)
0	1" STUB OUT FOR CAMERA	0	MINI SPLIT	0	150 AMP PANEL (back to back)
0	MICROWAVE	0	SPRINKLER PUMP (hook up)	1	CIRCUITS TO KIOSK FROM RACK
0	REFRIGERATOR	0	SPRINK. T.C. (hook up)	0	XFMR RUN

Commercial

Security

Monitoring

Home Theater

Home Automation

NOTES: FPL RUNS NOT INCLUDED (TBD IN FIELD) . / #12 WIRE W/ 1/2 in.CONDUITS MINIMUM
TO BE FED FROM NEW 60A RACK PER PLAN AND UP TO 50' FROM KIOSK
FIXTURE PACKAGE INCLUDED TOTAL OF (4) WALL PACKS / HANGING INCLUDED

Central Vac

Intercom

Structured Wiring

All work to be completed in a workmanlike manner and in accordance with current electrical codes. All work and material installed will be guaranteed against defects for a period of one (1) year from the date of installation. Any changes, additions, or deviations from the above involving extra cost of labor and/or materials will become an extra charge over the sum mentioned in this contract. All agreements will be made in writing. Payment is due and payable 30 days after invoicing. A late fee of 1.5% per month will be added to any outstanding amounts after the date due. **We agree to perform the above listed services for the sum of:**

Networking

Payment Schedule:	15%	Upon Completion of Slab	\$2,234.25
	75%	Upon Completion of Rough	\$11,171.25
	10%	Upon Completion of Final	\$1,489.50
			<u>\$14,895.00</u>

Flat Panels

Contract Accepted By:

Submitted By: MIKE BUCKMANN 11/01/25
Aries AV,LLC Date

A/V Equipment

Company Name _____
Authorized Signature [Signature] Date 11/5/25

Control4 Automation

[Signature] 11-5-25

KENCO COMMUNITIES AT AVENIR II, LLC

1555 PALM BEACH LAKES BLVD - STE 1500
 WEST PALM BEACH, FL 33401
 (561) 997-5760



Kenco Communities

TRANSMITTAL FORM

PROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **01/09/26**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
3	Aries AV, LLC	Installation of Lighting in Park	\$ 14,723.45
			\$ 14,723.45

Prepared by: Lidia Zelkina

Title: Controller

Signature: *Lidia Zelkina*

Date: 01/09/269



ARIES AV, LLC

13675 Exotica Lane
Wellington, FL 33414

(561) 335-6585
Mike@ariesavllc.com

*CDD
Line Item #36
Common Area Fixture.*

Estimate

Date	Estimate #
12/22/2025	98

Name / Address
Avenir Community Development District c/o Kenco Communities at Avenir II, LLC 1555 Palm Beach Blvd Suite 1500 West Palm Beach, FL 33401

Project
POD 18 Orchid Isles Lighting

Description	Qty	Rate	Total
POD 18 Orchid Isles Installation of Lighting in Park - Change Order #23		14,723.45	14,723.45

X [Signature]

12/24/25

Vincent P. [Signature] 12-24-25

Total	\$14,723.45
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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: **01/21/26**

Attn: Carlos Ballbe
 Company: Ballbe @ Associates, Inc
 3564 N.Ocean Blvd
 Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
4	Aries AV, LLC	Orchid Isles Pathway Lighting Park#2	\$ 3,250.00
			\$ 3,250.00

Prepared by: Lidia Zelkina

Title: Controller

Signature: Lidia Zelkina

Date: 1/26/2026



ARIES AV, LLC

13675 Exotica Lane
Wellington, FL 33414

(561) 335-6585
Mike@ariesavllc.com

CDD
Landscaped Pathway Lights
Line Item #35
Co#4
Estimate

Date	Estimate #
5/12/2025	71

Name / Address
Kenco Communities at Avenir, LLC

Project
Avenir II - Park 2

Description	Qty	Rate	Total
Avenir II - Park 2 -Install 60A rack within 10' from FPL transformer -Supply circuits to feed path lighting		3,250.00	3,250.00

Vincent P. Veccharella 1/7/26

Total	\$3,250.00
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*HE
1/21/26*

KENCO COMMUNITIES AT AVENIR II, LLC

1555 PALM BEACH LAKES BLVD - STE 1500
 WEST PALM BEACH, FL 33401
 (561) 997-5760



Kenco Communities

TRANSMITTAL FORM

PROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **01/21/26**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
5	Aries AV, LLC	Orchid Isles Pathway Lighting Installation of Lighting in Planter	\$ 11,042.57
			\$ 11,042.57

Prepared by: Lidia Zelkina

Title: Controller

Signature: Lidia Zelkina

Date: 1/26/2026



ARIES AV, LLC

13675 Exotica Lane
Wellington, FL 33414

(561) 335-6585
Mike@ariesavllc.com

CDD
Landscape + Pathway
Line Item # 34
Co# Estimate

Date	Estimate #
1/13/2026	99

Name / Address
Avenir Community Development District c/o Kenco Communities at Avenir II, LLC 1555 Palm Beach Blvd Suite 1500 West Palm Beach, FL 33401

Project
POD 18 Orchid Isles Lighting

Description	Qty	Rate	Total
POD 18 Orchid Isles Installation of Lighting in Planter Change Order #3		11,042.57	11,042.57

Vincent P. Uschanka 1-8-26

*KE
1/21/26*

Total	\$11,042.57
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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: **01/21/26**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc
 3564 N.Ocean Blvd
 Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
6	Aries AV, LLC	Orchid Isles Pathway Lighting West Open Space Loighting	\$ 3,250.00
			\$ 3,250.00

Prepared by: Lidia Zelkina

Title: Controller

Signature: Lidia Zelkina

Date: 1/26/2026



CDD
Landscape Lighting
Line Item #35
Co#6 **Estimate**

ARIES AV, LLC
13675 Exotica Lane
Wellington, FL 33414
(561) 335-6585
Mike@ariesavllc.com

Date	Estimate #
1/16/2026	116

Name / Address
Kenco Communities at Avenir II, LLC

Project
West Open Space

Description	Qty	Rate	Total
Avenir II - West Open Space Lighting -Install 60A rack within 10' from FPL transformer *Permit fees to be billed at cost *		3,250.00	3,250.00

Vincent P. Veccharella 1/16/26

1/21/26
KE

Total	\$3,250.00
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KENCO COMMUNITIES AT AVENIR II, LLC

1555 PALM BEACH LAKES BLVD - STE 1500
 WEST PALM BEACH, FL 33401
 (561) 997-5760



Kenco Communities

TRANSMITTAL FORM

PROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **01/21/26**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
7	Aries AV, LLC	Orchid Isles Pathway Lighting Park#1 - Irrigation Pamp	\$ 318.00
			\$ 318.00

Prepared by: Lidia Zelkina

Title: Controller

Signature: Lidia Zelkina

Date: 1/26/2026



ARIES AV, LLC

13675 Exotica Lane
Wellington, FL 33414
561-335-6585
mike@ariesavllc.com

CDD
Landscape + Pathway
Lighting
Invoice
Line Item # 35
Co# 7

Date	Invoice #
1/12/2026	108320

PERMITTING
(non-posting)

Bill To
Kenco Communities at Avenir, LLC

Project:
Park #1 - Irrigation Pump Part # 2 - Pathway Lighting Small Path - Pathway Lighting

P.O. No.	Terms
Permit Fees	Net 30

Quantity	Description	Rate	Amount
106	Park #1 - Irrigation Pump Part # 2 - Pathway Lighting Small Path - Pathway Lighting -Permit Fees at costs for all (3) permits	3.00	318.00

Vincent P. Chaharalla 1-12-26

Thank you for your business!
A late fee of 1.5% per month will be added to any outstanding amounts after due date.

Total \$318.00

15% 1/21/26

Payments/Credits	\$0.00
Balance Due	\$318.00

KENCO COMMUNITIES AT AVENIR II, LLC

1555 PALM BEACH LAKES BLVD - STE 1500
 WEST PALM BEACH, FL 33401
 (561) 997-5760



Kenco Communities

TRANSMITTAL FORM

PROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **01/21/26**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
3	Aries AV, LLC	Orchid Isles Pathway Lighting Small Path-East Open Space	\$ 3,250.00
			\$ 3,250.00

Prepared by: Lidia Zelkina

Title: Controller

Signature: Lidia Zelkina

Date: 1/26/2026



ARIES AV, LLC

13675 Exotica Lane
Wellington, FL 33414

(561) 335-6585
Mike@ariesavllc.com

CDD
Line Item #35
Pathway Lighting
CO#8 **Estimate**

Date	Estimate #
5/12/2025	70

Name / Address
Kenco Communities at Avenir II, LLC

Project
Avenir II - Small Path

Description	Qty	Rate	Total
Avenir II - Small Path <i>East open space</i> -Install 60A rack within 10' from FPL transformer -Supply circuits to feed path lighting		3,250.00	3,250.00
<i>Vincent P. Veccharella 1/7/26</i>			

Total	\$3,250.00
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KF
1/21/26

CHANGE ORDER NO. 1

Date of Issuance:	February 25, 2026	Effective Date:	February 25, 2026
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	PRINCE DEVELOPMENT GROUP 13675 Exotica Lane Wellington, FL 33414	Contractor's Project No.:	#061324-N6
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202312
Project:	AVENIR POD 18	Contract Name:	Fence

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

Description:

- See attached backup information

Attachments:

- Exhibit "A" – Change order provided by Kenco

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$159,247.00	Original Contract Times: Refer to contract Exhibit "B"
[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: \$159,247.00	Contract Times prior to this Change Order: Refer to contract Exhibit "B"

[Increase] [Decrease] of this Change Order \$8,447.00	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$167,694.00	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>02/25/2026</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Southern Oaks Carpentry</p> <p>Name: _____</p> <p>Title: _____</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



Kenco Communities

TRANSMITTAL FORM

PROJECT NAM **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE **01/21/26**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
1	Prince Development Group	Common Area Fence Playground Fence and Gate	\$ 8,447.00
			\$ 8,447.00

Prepared by: Lidia Zelkina

Title: Controller

Signature: Lidia Zelkina

Date: 1/27/2026

CDD
Common Area
Fence
Line Item #29

Tom McClinton
3608 E. Industrial Way
Riviera Beach, FL 33404
P: 561-840-3300
F: 561-855-4821
C: 561-685-3541

tom@princedevelopmentgroup.com

PRINCE DEVELOPMENT GROUP

Date
01/13/26

FOR: KENCO

Job Type:>>



We are pleased to submit the following cost estimate:

Job Description: **POD 18 PLAYGROUND FENCE AND GATE**

Should you have any questions or need further information concerning this proposal, please do not hesitate to call me.

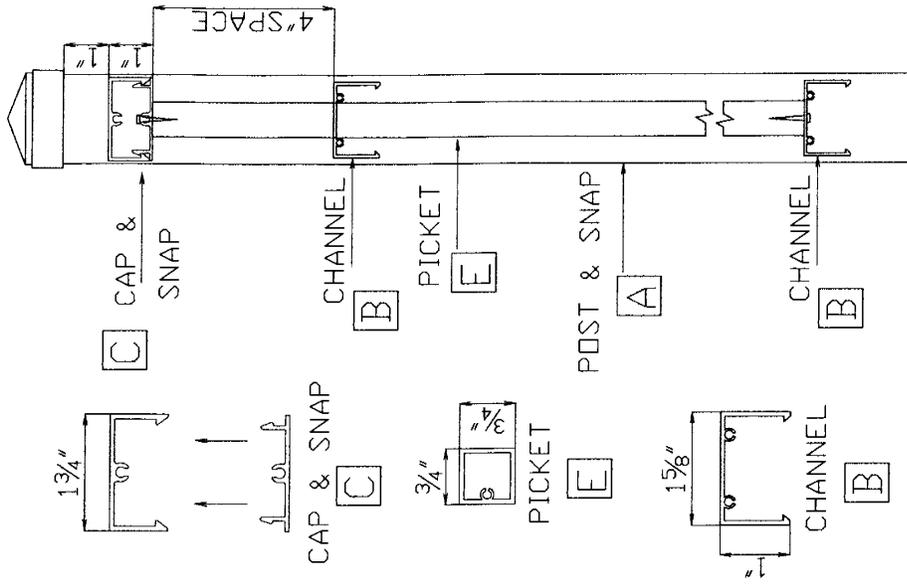
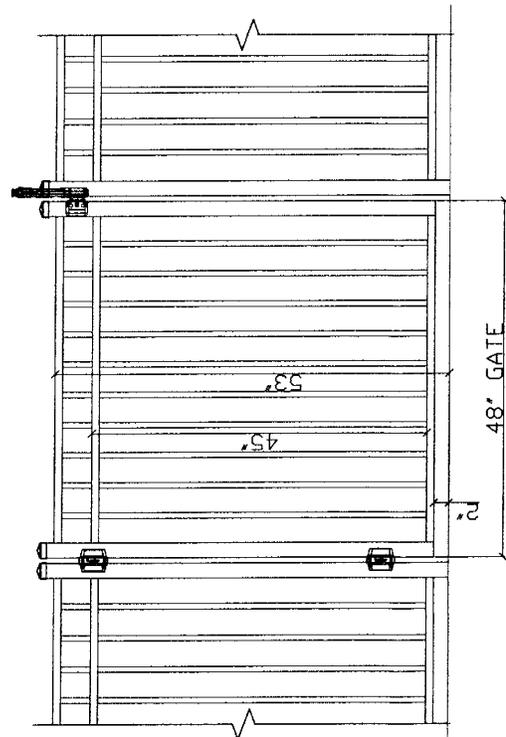
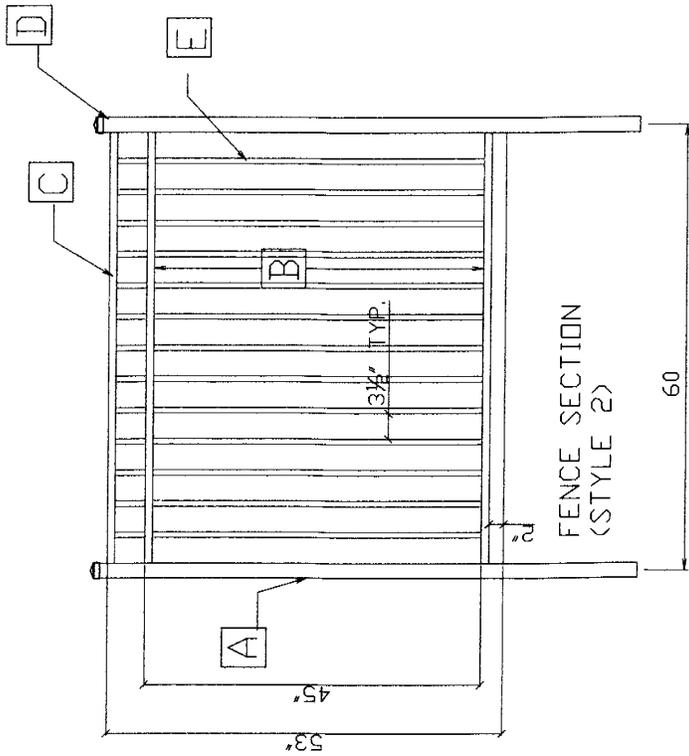
Materials & Labor

DESCRIPTION		
STYLE>	STYLE2	PICKET SIZE>
		HEIGHT>
FOOTAGE		TOTAL
289.0 LF		\$15,132.00
204 LF	CREDIT FOR ORIGINAL PRICING>	\$6,685.00
	PERMIT / ENGINEERING NOT INCLUDED	
	Total	\$8,447.00

ITEM	QUALIFIERS		
1	ALL LANDSCAPING TO BE CLEARED BY OTHERS AT LINE OF FENCING		
		1 GATE @ >	4.0 FT W
	<i>Vincent P. Chhaballa 1-13-26</i>	GATE HARDWARE>	MAGNA LATCH
COLOR	BLACK		

ALL PRICE QUOTES ARE BASED ON CURRENT ALUMINUM INDEX AND MAY VARY DUE TO CHANGES IN THE INDEX ABOVE PRICING GOOD FOR 30 DAYS

1/21/26 *KE*



JOB SITE	KENCO
	POD. 18
	PLAYGROUND FENCE
STYLE 2	BLACK
	1/12/26

PRINCE DEVELOPMENT GROUP

48" GATE (STYLE 2)
SELF CLOSING HINGES / MAGNALATCH

CHANGE ORDER NO. 1

Date of Issuance:	February 25, 2026	Effective Date:	February 25, 2026
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	STRUCTURAL BUILDING COMPONENTS 668A South Military Trail Deerfield Beach, FL 33442	Contractor's Project No.:	#061324-N6
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202312
Project:	AVENIR POD 18	Contract Name:	Mail Kiosk

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

Description:

- See attached backup information

Attachments:

- Exhibit "A" – Change order provided by Kenco

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$120,480.00	Original Contract Times: Refer to contract Exhibit "B"
[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: \$120,480.00	Contract Times prior to this Change Order: Refer to contract Exhibit "B"

[Increase] [Decrease] of this Change Order \$5,300.00	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$125,780.00	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>02/25/2026</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Southern Oaks Carpentry</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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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: **11/20/25**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attension once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
1	Structural Building Compon	Add 1x6 Cedar T&G VJT Ceiling	\$ 5,300.00
			\$ 5,300.00

Prepared by: Lidia Zelkina

Title: Controller

Signature: *Lidia Zelkina*

Date: 11/20/2025

CDD Mail Kiosk
Line Item # 30



STRUCTURAL

BUILDING COMPONENTS

TO: Kenco Communities at Avenir II, LLC
ATTN: Vincent Veccharella
E-MAIL: vveccharella@gokenco.com

DATE: November 13th, 2025
PHONE: (954) 410-9239
CELL: _____

PROJECT: Orchid Isles - Mail Kiosk
Change Order #1

REGION: Palm Beach Gardens
PLAN DATE: 11/6/2025

SBC proposes to provide all labor, material and services as described below and in **Scope Checklist** if attached. Warranty shall be one year from final inspection of work.

Description of Work	Price
Add 1x6 Cedar T&G VJT Ceiling (820 SF)	\$5,300
Add 3/4" Exterior Grade Plywood Above 1x6 T&G Ceiling	
TOTAL	\$5,300
Options:	
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	

In the event SBC is instructed to begin work prior to execution of this Proposal or a Contract, such instruction shall be recognized as acceptance of this Proposal in its entirety. Execution of this Proposal by both parties constitutes acceptance of all prices, terms and conditions of this Proposal and becomes a binding contract on both parties. Each signator to this Proposal represents that he/she has actual authority to sign this Proposal. SBC will invoice per draw schedule (if not above, to be determined) immediately after each phase of work is complete and payment of invoice will be made within 30 days of invoice date. A finance charge of 1.5% per month (18% per annum) will be charged on the unpaid balance on past due accounts. **The price above is predicated on no retainage being held and is subject to revision if retainage is required.** This Proposal is subject to withdrawal or revision if not accepted within 30 days.

Approved By _____ Respectfully submitted for SBC

BY: [Signature] BY: _____

Print Name: Ken Endelso Paul Slawski

Title: _____ pslawski@sbcflorida.com

Date: 11/19/26 Cell: (954) 703-9198

Vincent P. Veccharella 11-19-25

BUILDER: **Kenco Communities at Avenir II, LLC**
 PROJECT: **Orchid Isles @ Avenir**
Mail Kiosk

BID DATE: **November 12th, 2025**
 REGION: **Palm Beach Gardens**
 PLANS DATED: **45967**

DESCRIPTION	INCLUDED	EXCLUDED	NOTES
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PLAN NOTES:

Excludes all Sitework and any Work Beyond Exterior Walls of the Buildings Except as Listed Below

EXCAVATION:

Certified Building Pad at Proper Density		X	By Others, Elev TBD near Bottom of Slab
Soil Haul-In, Removal, Spreading, Grading		X	By Others
Dig Footings	X		
Backfill Monolithic Footings, Stucco Grade After Slab Pour		X	By Others
Bring Pad up to Proper Density Should it Fail		X	By Others
Removal Of Rock Outcroppings		X	By Others
Dewatering		X	By Others
Borings, Soil Tests		X	By Others

FOUNDATION & SLAB:

Concrete Strength & Mix	X		3000 PSI, W/C Ratio .64 to .68
Exterior Foundation	X		Monolithic Footing
Main Slab	X		4" Thick, Level to 1/4" in 10'
Standard Wire Mesh	X		6 x 6 W1.4 x W1.4
Vapor Barrier	X		6 MI Visqueen
Rebar - Typical - ASTM A615	X		Grade 60 - Mill Finish - Deformed Bars
Termite Tamp & Spray	X		Light Tamping to Grade; Not Responsible for Pad Density
Backfill Plumbing Inside Slab		X	By Others
Bollards or Water Heater Pad		X	Not on Plans
Pump	X		
Paver Edge Footing		X	By Others
Concrete Sidewalks, Driveways		X	Available As Option
Privacy, Site Wall Footings		X	Not on Plans

MASONRY:

Hoisting CMU's onto Slabs	X		
CMU Strength-Standard (ASTM C-90)	X		$f'_c = 1900 \text{ psi}$, $f'_m = 1500 \text{ psi}$
Wall Veneers, Caps, Bullnose, Crown or Other Trim		X	
Mortar	X		Types M or S
Dur-O-Wall	X		9 Guage Ladder Type in Alternate Courses
Waterproofing		X	By Others
Vertical Control Joints		X	Not on Plans
Inspection or Certification		X	By Others

CONCRETE BEAMS & COLUMNS:

Grout Strength	X		3000 PSI, W/C Ratio .62 to .64
Pump	X		
Rebar Type - Typical - ASTM A615	X		Grade 60 - Mill Finish - Deformed Bars
Bond Beam		X	Not on Plans
Cast-in-Place (CIP) Concrete Beams		X	Not on Plans
CIP Concrete Columns		X	Not on Plans
Filled Masonry Columns	X		See Structural Plans

ROOF CARPENTRY:

Roof Trusses (Incl Hip Sets), Truss-to-Truss Hardware		X	Provided By Builder
Exposed Roof Timbers	X		Included In Bid - Cedar
Crane	X		
Truss Erection	X		
Engineering, Bracing, Hardware	X		May Increase if Excessive per Truss Mfr's Docs
Hardware Finish	X		Galvanized, Not Z-Max, Hot Dipped or Stainless
Level Truss Return		X	By Truss Mfr
Roof Slope	X		6/12
Roof Sheathing	X		1x6 Cedar T&G Under 26 GA Metal Roof
Solid Blocking At Roof Seams		X	
Fascia		X	Not on Plans



BUILDER: **Kenco Communities at Avenir II, LLC**
 PROJECT: **Orchid Isles @ Avenir**
Mail Kiosk

BID DATE: **November 12th, 2025**
 REGION: **Palm Beach Gardens**
 PLANS DATED: **45967**

DESCRIPTION	INCLUDED	EXCLUDED	NOTES
Drip Edge		X	Not on Plans
Sub Fascia		X	Not on Plans
Exposed Nails	X		Galvanized, Not Hot Dipped or Stainless
Roof Vents, Skylights		X	By Others, Including the Openings
Firewalls in Attic		X	By Others (Typically Drywall Subcontractor)
MISCELLANEOUS:			
Nailers, Deadwood		X	By Others
Decorative architectural elements: outlookers, corbels, brackets, trim, frieze board, mouldings, columns, trellises, shutters, railings, finials, medallions, etc.		X	By Others, Including Blocking and Backing
Balcony Rails, Fencing		X	By Others
Summer Kitchen Rough		X	By Others
Temporary Railing if (2) Story or More	X		Included until SBC Scope is Complete
Trash Removal	X		To Dumpster - if Dumpster Full or Not There, Additional Charge to Place Pile in Dumpster
Temporary Power	X		By SBC if Not Available
Temporary & Mixing Water		X	

CHANGE ORDER NO. 1 thru 5

Date of Issuance:	February 25, 2026	Effective Date:	February 25, 2026
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	VIKING UTILITY SERVICES 955 Sansbury's Way Suite 207 West Palm Beach, FL 33411	Contractor's Project No.:	#061324-N6
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202312
Project:	AVENIR POD 18	Contract Name:	Dry Utilities

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

Description:

- See attached backup information

Attachments:

- Exhibit "A" – Change order provided by Kenco

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$138,822.60	Original Contract Times: Refer to contract Exhibit "B"
[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: \$138,822.60	Contract Times prior to this Change Order: Refer to contract Exhibit "B"

[Increase] [Decrease] of this Change Order \$26,933.00	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$165,755.60	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
 By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: <u>02/25/2026</u>	 By: _____ Avenir Community Development District By: _____ Date: _____	 By: _____ Southern Oaks Carpentry Name: Title: 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

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

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **08/20/25**

Attn: Carlos Ballbe

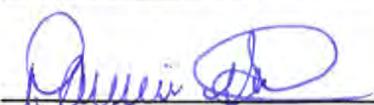
Company: Ballbe & Associates, Inc.

3564 N. Ocean Blvd

Ft. Lauderdale, FL 33308

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

CHANGE ORDER #	VENDOR NAME	DESCRIPTION	AMOUNT
1	Viking Utility Services, Inc.	FPL Backbone Phase Street Light Extension	\$ 7,480.00
TOTALS			\$ 7,480.00

Prepared by: Danica BahadurTitle: ControllerSignature: Date: 8.20.25

CDD Line Item 32
FPL Backbone

Viking Utility Services, Inc.
955 Sansbury's Way, Suite 207
West Palm Beach, FL 33411
US 561-742-7006

Estimate

ADDRESS

Kenco Communities: Orchid Isles
1555 Palm Beach Blvd. Suite 1500
West Palm Beach, FL 33401

ESTIMATE # 25-1628 v7

DATE 7/16/2025

Project Name

Avenir Pod 18

WORK ORDER

Street Light extension Change Order

PROJECT SUMMARY

PROPOSAL BASED ON CHANGES CONTRARY TO PROVIDED FPL DESIGN TO EXTEND STREET LIGHT LOCATIONS BETWEEN SIDEWALK AND CURB

UNIT DESCRIPTION	QTY	RATE	AMOUNT
TRENCH: Trench and Backfill - Trench and backfill for conduit installation	550	\$5.00	\$2,750.00
FPLCON: Install FPL conduit - Install Street light conduit with 24" cover	550	\$0.75	\$412.50
STRING: Install pull string - Install pull string in conduit	550	\$0.35	\$192.50
HH: Install 17" or 24" Handhole - Install 17" FPL street light handholes (provided by FPL) and/or exchange 24" as necessary	55	\$75.00	\$4,125.00
Mobilize and demobilize equipment and crew (NA already onsite)	0	\$1,500.00	\$0.00
Delivery of Material (No Charge - preferred customer)	0	\$1,500.00	\$0.00

TOTAL

\$7,480.00

Inclusions: labor to trench and install additional conduit and handholes (provided by FPL)

Exclusions: Removal of sidewalk, concrete, asphalt, curbing, design, engineering, pole set, cable pull, terminations, connections, materials provided by FPL, restoration or anything not specifically mentioned as included

Accepted By

Accepted Date

Vincent P. Veccharella

7-16-25

Zachary B. Enderson

Address / Parcel # _____

This price is good for Thirty (30) days. Payment shall be due within THIRTY (30) days of invoice and a late fee of 18% will be applied to any delinquent balances. Retainage shall not be applicable unless agreed upon in mutually signed subcontract. The proposal is based on FPL or Customer supplied drawings. Job expected to be worked concurrently. Site must be within 6" of final grade. Trench price is based on 36" of cover from top of conduit. Viking Utility Services Inc. jobsite work areas are assumed to have clear path and be free of other trades. Unless specified above or in an executed subcontract the scope of work does NOT include Survey/Layout/Staking, As-builts, Permits, Compaction, Density Testing, Concrete Pumping, MOT, Restoration, OCIP/ICIP or Site Clearing ie. (Tree or Structure Removal). This Proposal shall become part of our subcontract agreement and shall take precedence over any conflicting contract conditions or statements.

KENCO COMMUNITIES AT AVENIR II, LLC

1555 PALM BEACH LAKES BLVD - STE 1500
 WEST PALM BEACH, FL 33401
 (561) 997-5760



Kenco Communities

TRANSMITTAL FORM

PROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **11/05/25**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attension once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
2	Viking Utility Services, Inc	FPL Backbone Phase Directinal Bore	\$ 13,000.00
			\$ 13,000.00

Prepared by: Lidia Zelkina

Title: Controller

Signature: *Lidia Zelkina*

Date: 11/05/25

CDD Line Item #32
FPL Backbone

Viking Utility Services, Inc.
955 Sansbury's Way, Suite 207
West Palm Beach, FL 33411
US 561-742-7006

Estimate

ADDRESS

Avenir Community Development District c/o Kenco Communities at
Avenir II, LLC
1555 Palm Beach Blvd. Suite 1500
West Palm Beach, FL 33401

ESTIMATE # 25-1683 v3

DATE 9/19/2025

Project Name

Kenco Communities: Orchid Isles

WORK ORDER

Change Order #2

PROJECT SUMMARY

Bore two possibly three locations depending on the depth of the existing crossings because the conduits are at the edge of the road. Crossing one is 3-2", crossing two is 3-2" possibly 6-2", and crossing three is 3-2".

The pricing is for two days at the minimum price of \$6,500 a day.

UNIT DESCRIPTION	QTY	RATE	AMOUNT
DIRB: Directional Bore - Bore 2 possibly 3 locations depending on the existing crossings depth at 2 locations	2	\$6,500.00	\$13,000.00
CROSS: Connect Road Crossing - No Charge	21	\$0.00	\$0.00

TOTAL

\$13,000.00

Inclusions: Call in locates

Spot dig all marked utilities

Install conduits into hot switch cabinets if needed.

Exclusions: Repair damage to any private utilities not located under the State 811 locates.

Any restoration to asphalt, grass, mulch, landscape, etc.

Accepted By

Accepted Date

X: [Signature] 10/1/25

Address / Parcel # _____

This price is good for Thirty (30) days. Payment shall be due within THIRTY (30) days of invoice and a late fee of 18% will be applied to any delinquent balances. Retainage shall not be applicable unless agreed upon in mutually signed subcontract. The proposal is based on FPL or Customer supplied drawings. Job expected to be worked concurrently. Site must be within 6" of final grade. Trench price is based on 36" of cover from top of conduit. Viking Utility Services Inc. jobsite work areas are assumed to have clear path and be free of other trades. Unless specified above or in an executed subcontract the scope of work does NOT include Survey/Layout/Staking, As-builts, Permits, Compaction, Density Testing, Concrete Pumping, MOT, Restoration, OCIP/ICIP or Site Clearing ie. (Tree or Structure Removal). This Proposal shall become part of our subcontract agreement and shall take precedence over any conflicting contract conditions or statements.

[Signature] 9-30-25

KENCO COMMUNITIES AT AVENIR II, LLC

1555 PALM BEACH LAKES BLVD - STE 1500
 WEST PALM BEACH, FL 33401
 (561) 997-5760



Kenco Communities

TRANSMITTAL FORM

PROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **01/21/26**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
3	Viking Utility Services, Inc	FPL Service Cable Small Path Conduit and Wire	\$ 2,017.00
			\$ 2,017.00

Prepared by: Lidia Zelkina

Title: Controller

Signature: Lidia Zelkina

Date: 1/27/2026

Viking Utility Services, Inc.
 955 Sansbury's Way, Suite 207
 West Palm Beach, FL 33411
 US 561-742-7006

CDD
 Landscape Lighting
 Line Item # 35
 FPL Service cable
 CO #3

Estimate

ADDRESS

KENCO COMMUNITIES AT AVENIR, LLC
 902 CLINT MOORE RD, SUITE 202
 BOCA RATON, FL 33487

ESTIMATE # 26-1757 v1

DATE 1/15/2026

Project Name

Pod 18

WORK ORDER

Common Area- Small Path Conduit and Wire

PROJECT SUMMARY

PROPOSAL BASED ON CUSTOMER PROVIDED DESCRIPTION AND LENGTH, PROVIDED PICTURE OF METER RACK, MARKED UP FPL DESIGN, PANEL SCHEDULE AND RISER DIAGRAM (NO DATE OR INFO.)

UNIT DESCRIPTION	QTY	RATE	AMOUNT
TRENCH: Trench and Backfill - Trench and backfill for installation of customer owned conduit	100	\$5.00	\$500.00
FPLCON: Install FPL conduit - Installation of customer owned 2" conduit and fittings	120	\$0.95	\$114.00
STRING: Install pull string - Install nylon pullstring in all conduit	120	\$0.35	\$42.00
STBSPL: Stub conduits in Existing Handhole/Splice Box - stub conduit into energized handhole	1	\$150.00	\$150.00
Material - 2" sch. 40 conduit (includes fittings and elbows)	100	\$1.85	\$185.00
Material - #6 Thhn. Cu conductors	360	\$1.85	\$666.00
Pulling of #6 conductors per design	360	\$1.00	\$360.00

TOTAL

\$2,017.00

Inclusions: Labor and material required to install conduit and wire. Connections and terminations by others

Exclusions: Connections, terminations, testing, removal of concrete or asphalt, directional or missile bores, rack or equipment, engineering, design, layout, permit, inspections, restoration of any kind, or anything not specifically mentioned as included

Accepted By

Accepted Date

Vincent P. Veccharella

1/15/26

Address / Parcel # _____

This price is good for Thirty (30) days. Payment shall be due within THIRTY (30) days of invoice and a late fee of 18% will be applied to any delinquent balances. Retainage shall not be applicable unless agreed upon in mutually signed subcontract. The proposal is based on FPL or Customer supplied drawings. Job expected to be worked concurrently. Site must be within 6" of final grade. Trench price is based on 36" of cover from top of conduit. Viking Utility Services Inc. jobsite work areas are assumed to have clear path and be free of other trades. Unless specified above or in an executed subcontract the scope of work does NOT include Survey/Layout/Staking, As-builts, Permits, Compaction, Density Testing, Concrete Pumping, MOT, Restoration, OCIP/ICIP or Site Clearing ie. (Tree or Structure Removal). This Proposal shall become part of our subcontract agreement and shall take precedence over any conflicting contract conditions or statements.

 (KE) 1/15/26

KENCO COMMUNITIES AT AVENIR II, LLC

1555 PALM BEACH LAKES BLVD - STE 1500
 WEST PALM BEACH, FL 33401
 (561) 997-5760



Kenco Communities

TRANSMITTAL FORM

PROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **01/21/26**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc
 3564 N.Ocean Blvd
 Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
4	Viking Utility Services, Inc	FPL Service Cable Mail Kiock Conduit and Wire	\$ 1,169.00
			\$ 1,169.00

Prepared by: Lidia Zelkina

Title: Controller

Signature: Lidia Zelkina

Date: 1/27/2026

Viking Utility Services, Inc.
 955 Sansbury's Way, Suite 207
 West Palm Beach, FL 33411
 US 561-742-7006

CDD
 Landscape Lighting
 Line Item #35
 FPL Service Cable
 Co# 4

Estimate

ESTIMATE # 26-1758 v1

DATE 1/15/2026

ADDRESS

KENCO COMMUNITIES AT AVENIR, LLC
 902 CLINT MOORE RD, SUITE 202
 BOCA RATON, FL 33487

Project Name

Pod 18

WORK ORDER

Mail Kiosk Conduit and Wire

PROJECT SUMMARY

PROPOSAL BASED ON CUSTOMER PROVIDED DESCRIPTION AND LENGTH, PROVIDED PICTURE OF METER RACK, MARKED UP FPL DESIGN, PANEL SCHEDULE AND RISER DIAGRAM (NO DATE OR INFO.)

UNIT DESCRIPTION	QTY	RATE	AMOUNT
TRENCH: Trench and Backfill - Trench and backfill for installation of customer owned conduit	50	\$5.00	\$250.00
FPLCON: Install FPL conduit - Installation of customer owned 2" conduit and fittings	60	\$0.95	\$57.00
STRING: Install pull string - Install nylon pullstring in all conduit	60	\$0.35	\$21.00
STBSPL: Stub conduits in Existing Handhole/Splice Box - stub conduit into energized handhole	1	\$150.00	\$150.00
Material - 2" sch. 40 conduit (includes fittings and elbows)	50	\$1.85	\$92.50
Material - #6 Thhn. Cu conductors	210	\$1.85	\$388.50
Pulling of #6 conductors per design	210	\$1.00	\$210.00

TOTAL

\$1,169.00

Inclusions: Labor and Material required to install conduit and wire. Connections, terminations, permits by others

Exclusions: Connections, terminations, testing, removal of concrete or asphalt, directional or missile bores, rack or equipment, engineering, design, layout, permit, inspections, restoration of any kind, or anything not specifically mentioned as included

Accepted By

Accepted Date

Vincent P. Veccharella

1/15/26

Address / Parcel # _____

This price is good for Thirty (30) days. Payment shall be due within THIRTY (30) days of invoice and a late fee of 18% will be applied to any delinquent balances. Retainage shall not be applicable unless agreed upon in mutually signed subcontract. The proposal is based on FPL or Customer supplied drawings. Job expected to be worked concurrently. Site must be within 6" of final grade. Trench price is based on 36" of cover from top of conduit. Viking Utility Services Inc. jobsite work areas are assumed to have clear path and be free of other trades. Unless specified above or in an executed subcontract the scope of work does NOT include Survey/Layout/Staking, As-builts, Permits, Compaction, Density Testing, Concrete Pumping, MOT, Restoration, OCIP/ICIP or Site Clearing ie. (Tree or Structure Removal). This Proposal shall become part of our subcontract agreement and shall take precedence over any conflicting contract conditions or statements.

(KE 1/21/26) Page 90

KENCO COMMUNITIES AT AVENIR II, LLC

1555 PALM BEACH LAKES BLVD - STE 1500
 WEST PALM BEACH, FL 33401
 (561) 997-5760



Kenco Communities

TRANSMITTAL FORM

PROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **01/21/26**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
5	Viking Utility Services, Inc	Electrical Service Entrance Fountain Metter	\$ 3,267.00
			\$ 3,267.00

Prepared by: Lidia Zelkina

Title: Controller

Signature: Lidia Zelkina

Date: 1/27/2026

CDD Entry Electrical
Line Item # 36
*Electrical Service
Cost

Viking Utility Services, Inc.
955 Sansbury's Way, Suite 207
West Palm Beach, FL 33411
US 561-742-7006

Estimate

ADDRESS

KENCO COMMUNITIES AT AVENIR, LLC
902 CLINT MOORE RD, SUITE 202
BOCA RATON, FL 33487

ESTIMATE # 26-1759 v1

DATE 1/15/2026

Project Name

Pod 18

WORK ORDER

Entrance Cable Only

Entrance Fountain Meter
PROJECT SUMMARY

PROPOSAL BASED ON CUSTOMER DESCRIPTION AND LENGTH, AND PROVIDED E-2. CUSTOMER STATES RACEWAY IS COMPLETE AND PROPOSAL COVERS CABLE AND PULL ONLY

UNIT DESCRIPTION	QTY	RATE	AMOUNT
Material - 3/0 copper conductors per provided design	450	\$6.26	\$2,817.00
Pulling of 3/0 copper conductors per design	450	\$1.00	\$450.00

TOTAL

\$3,267.00

Inclusions: 3/0 copper conductors and labor to pull in existing conduit

Exclusions: Connections, terminations, testing, installation of raceway, engineering, design, permit, inspections, restoration, or anything not specifically mentioned as included

Accepted By

Accepted Date

Vincent P. Veccharella

1/15/26

Address / Parcel # _____

This price is good for Thirty (30) days. Payment shall be due within THIRTY (30) days of invoice and a late fee of 18% will be applied to any delinquent balances. Retainage shall not be applicable unless agreed upon in mutually signed subcontract. The proposal is based on FPL or Customer supplied drawings. Job expected to be worked concurrently. Site must be within 6" of final grade. Trench price is based on 36" of cover from top of conduit. Viking Utility Services Inc. jobsite work areas are assumed to have clear path and be free of other trades. Unless specified above or in an executed subcontract the scope of work does NOT include Survey/Layout/Staking, As-builts, Permits, Compaction, Density Testing, Concrete Pumping, MOT, Restoration, OCIP/ICIP or Site Clearing ie. (Tree or Structure Removal). This Proposal shall become part of our subcontract agreement and shall take precedence over any conflicting contract conditions or statements.

KF
1/21/26

CHANGE ORDER NO. 1

Date of Issuance:	February 25, 2026	Effective Date:	February 25, 2026
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	ILLUMINATIONS LED LIGHTING, LLC 2105 Corporate Drive Boynton Beach, FL 33426	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202312
Project:	AVENIR POD 18	Contract Name:	Landscape and pathway lighting

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

Description:

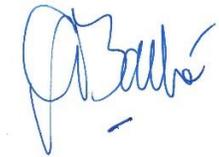
- See attached backup information

Attachments:

- Exhibit "A" – Change order provided by Kenco

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$57,419.41	Original Contract Times: Refer to contract Exhibit "B"
[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: \$57,419.41	Contract Times prior to this Change Order: Refer to contract Exhibit "B"

[Increase] [Decrease] of this Change Order \$28,970.99	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$86,390.40	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>02/25/2026</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Southern Oaks Carpentry</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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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 FORM

PROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **12/18/25**

Attn: Carlos Ballbe

Company: Ballbe @ Associates, Inc

3564 N.Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
1	Illuminations Led Lighting	Orchid Isles Entrance Lighting Transformers, Wiring & Materials	\$ 28,970.99
			\$ 28,970.99

Prepared by: Lidia Zelkina

Title: Controller

Signature: 

Date: 12/18/2025

ILLUMINATIONS LED LIGHTING, LLC
2105 Corporate Drive
Boynton Beach, FL 33426 USA
5617354475
info@illuminationsled.com



INVOICE

BILL TO

Avenir Community
Development District
c/o Kenco Communities at
Avenir II, LLC
1555 Palm Beach Blvd
Suite 1500
West Palm Beach, FL 33401
Re: Orchid Isles

INVOICE # 9308

DATE 12/03/2025

DUE DATE 12/17/2025

TERMS Due on receipt

DESCRIPTION

AMOUNT

KENCO COMMUNITIES AT AVENIR II, LLC:
**CHANGE ORDER #1: ORCHID ISLES ENTRANCE LIGHTING –
TRANSFORMERS, WIRING & MATERIALS**

This invoice outlines the infrastructure and installation materials portion of the entrance lighting work for Orchid Isles. This includes power distribution, wiring, mounting components, and dusk-to-dawn control systems. The scope supports the fixture installation outlined in the separate fixture package estimate and complies with NEC standards for landscape lighting systems.

We will perform the following work:

- Supply PVC conduit and fittings from power sources in planters/islands to transformer positions.
- Supply (11) 300-watt stainless steel low-voltage power transformers.
- Supply low-voltage cable from transformer locations to (93) fixture positions, per plan design.
- Supply (93) mounting stakes.
- Supply (93) waterproof splices to connect fixtures to main cable.
- Supply (3) Intermatic "Nighthawk" photocells for automated dusk-to-dawn controls.

*NOTE: This invoice is just for the supply of materials, per the requested breakdown. Installation is on a separate ticket.

TOTAL LABOR AND MATERIALS -- \$28,970.99

28,970.99

*NOTE REGARDING SITE CONDITIONS AND POTENTIAL CHANGES TO SCOPE:

This proposal is based on the construction plans and information that were

Vincent P. Buchanan 12-18-25 Page 97

DESCRIPTION

AMOUNT

available to us at the time of pricing. During the recent on-site walkthrough, it was brought to our attention that certain planned utility crossings may not be usable, as the originally installed sleeves appear to be buried too deep and the availability of new sleeves is still uncertain. Additionally, the electrical meter location has been changed from the center of the property to the south side, which may necessitate longer wire runs and larger gauge conductors to compensate for voltage drop over the increased distance.

At this time, these and other factors remain unresolved and are still under evaluation by the project team. As such, we are unable to revise or reprice the proposal in advance to reflect these potential scope changes. If it is ultimately determined that alternate routing, additional materials, or modified installation methods are required, those changes will be addressed through a separate change order and will result in additional cost beyond this proposal amount.

This proposal should be considered a pricing baseline only and may be subject to adjustment depending on final site conditions and project requirements as they become known.

Thank you for your business! Please make all checks payable to "Illuminations LED Lighting".

SUBTOTAL	28,970.99
TAX (7%)	0.00
TOTAL	28,970.99
BALANCE DUE	\$28,970.99

CHANGE ORDER NO. 1

Date of Issuance:	February 25, 2026	Effective Date:	February 25, 2026
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	TITAN STONE, LLC 171 NW 16 th Street Pompano Beach, FL 33060	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202312
Project:	AVENIR POD 18	Contract Name:	Park Area Planter

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

Description:

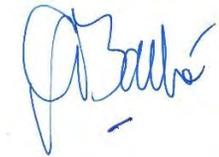
- See attached backup information

Attachments:

- Exhibit "A" – Change order provided by Kenco

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$16,548.00	Original Contract Times: Refer to contract Exhibit "B"
[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: \$16,548.00	Contract Times prior to this Change Order: Refer to contract Exhibit "B"

[Increase] [Decrease] of this Change Order \$32,161.00	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$48,709.00	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>02/25/2026</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Southern Oaks Carpentry</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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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: **11/05/25**

Attn: Carlos Ballbe
 Company: Ballbe @ Associates, Inc
 3564 N.Ocean Blvd
 Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attension once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
1	Titan Stone LLC	Mail Kiosk 2" Oolite per Titan Scope Exhibit	\$ 32,161.00
			\$ 32,161.00

Prepared by: Lidia Zelkina
 Title: Controller
 Signature: *Lidia Zelkina*
 Date: 11/10/2025

Coursing will be staggered tuck and butt per email instructions.

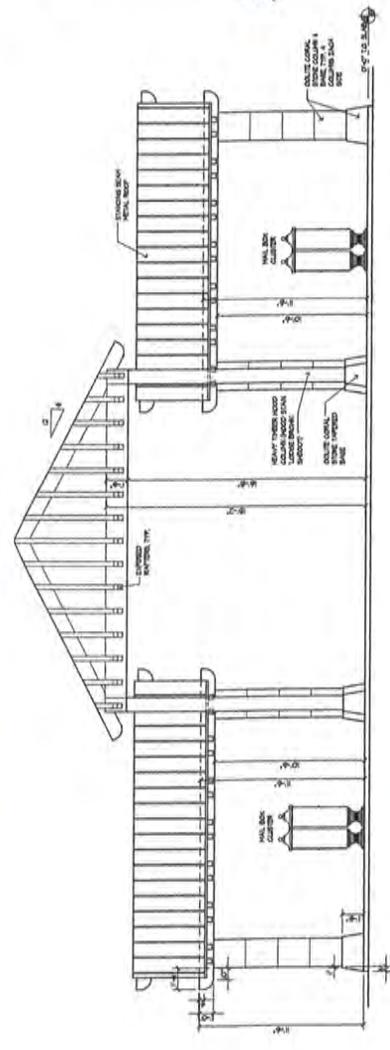
revisions	date
no.	00-00

CALCULATIONS	
NO. COURSE	104 4/8"
TOTAL KIOSK AREA	104 4/8" x 8'0"

designed	ca
drawn	ca
checked	ca
date	10-21-25
job no.	2025



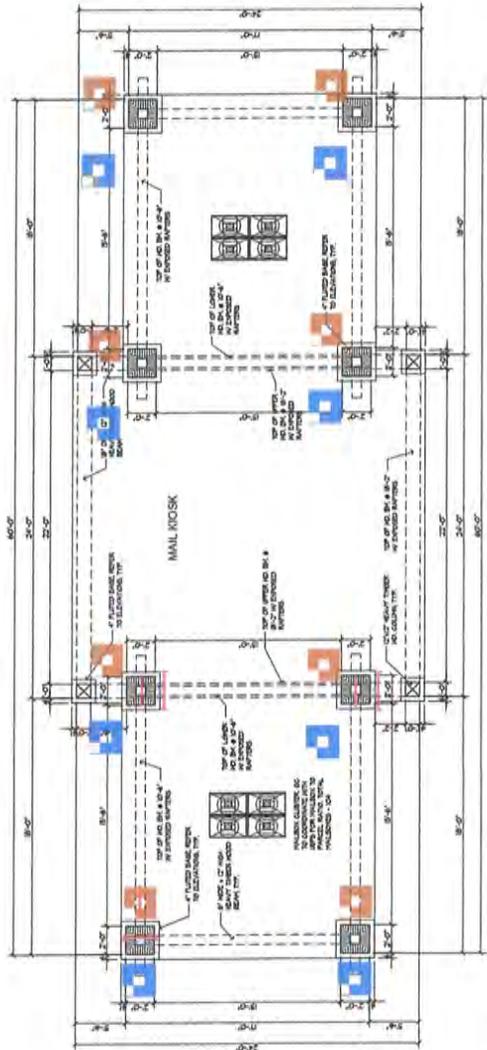
Polly Daugherty, AIA
 The Architectural Record
 1000 N. West 17th Street, Suite 100
 Ft. Lauderdale, FL 33311
 Tel: 754.366.1111
 Fax: 754.366.1112



FRONT & REAR ELEVATION

RIGHT & LEFT ELEVATION

Base Course @ 2" x 18"
 Column Courses @ 2" x 9"



FLOOR PLAN

sheet A-1

PROPOSED MAIL KIOSK
 project
 by: Kenco Communities at Aventura, LLC
 ORCHID ISLES @ AVENIR
 PALM BEACH GARDENS, FL 33418



RE: Orchid Isles Mail Kiosk Building

Vincent Vecchiarola <vvec@titanstone.com>
 To: Matthew Tatch <mtatch@kenco.com>
 Cc: James Blair <jblair@kenco.com>

Start your reply all with: [View all](#) | [View this thread](#) | [Add link to email](#) | [Feedback](#)

I agree with those suggestions. Please bid using those suggestions.

Thank You
 Vince

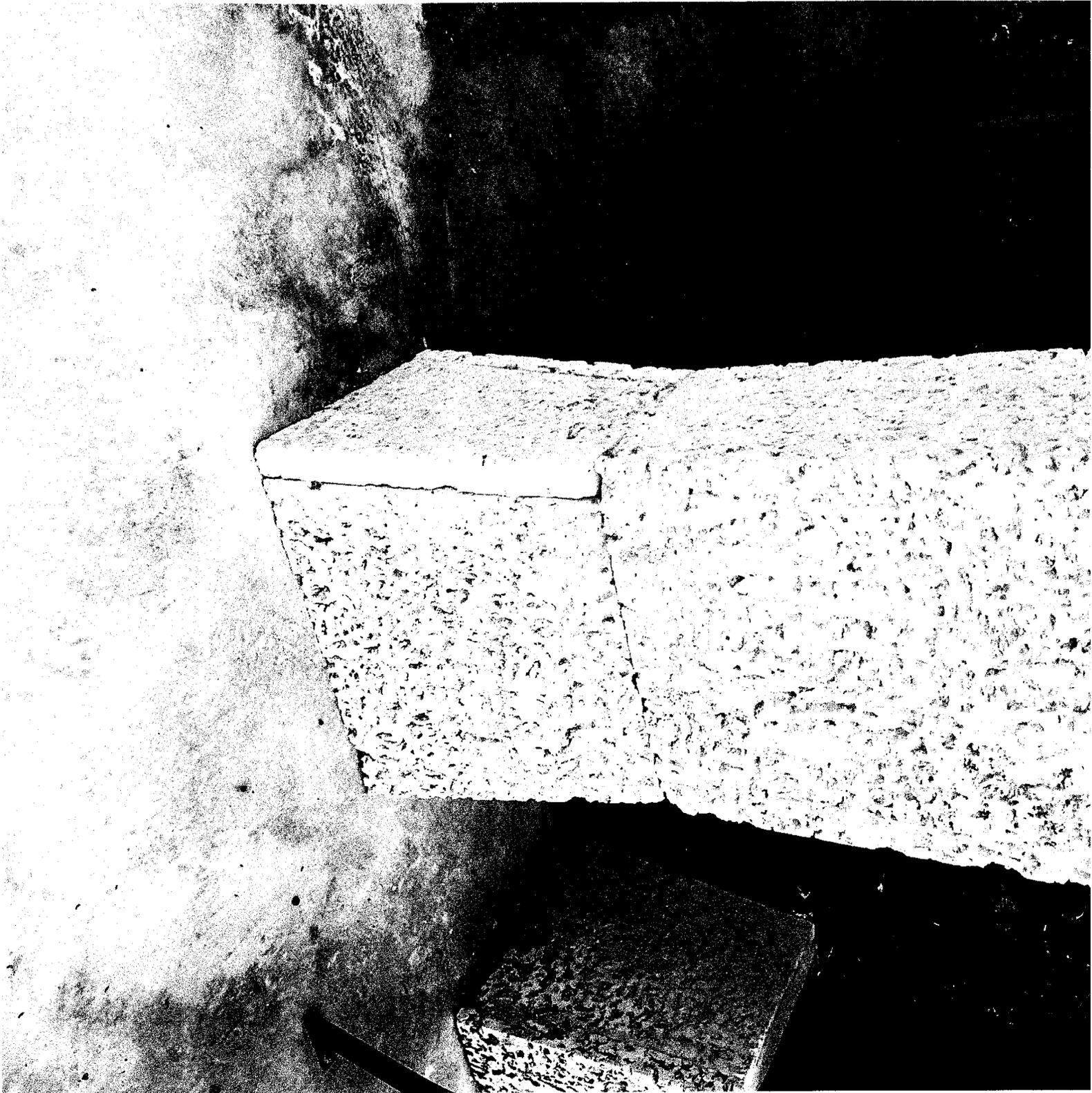
From: Matthew Tatch <mtatch@kenco.com>
 Sent: Friday, October 31, 2025 3:17 PM
 To: Vincent Vecchiarola <vvec@titanstone.com>
 Cc: Adam Bland <abland@kenco.com>
 Subject: RE: Orchid Isles Mail Kiosk Building

Vince,
 If you'll like it, we can build it that way.
 I'd go with a thicker stone on the bottom course in a square I.L.O. the slanted bottom course. Likely easier on your structure sub.
 The 1" and 2" course could be different by 1" thickness and create a reveal between those two courses.
 However, it's all in the eye of the beholder...we will do whatever your team wants.

Would also suggest staggering the tuck and butt joints as we go up the column I.L.O. having a vertical line.

See snap below, this is what we are doing at the Northlake entry columns.

STONE VENEER CAM ATTACHMENT
 MAIL KIOSK



CHANGE ORDER NO. 21

Date of Issuance:	February 25, 2026	Effective Date:	February 25, 2026
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	200039
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202037
Project:	AVENIR PHASE TWO EARTHWORK	Contract Name:	Construction Contract (Earthwork Operations)

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

Description:

Additional Lake Excavation Pod 11	\$414,088.00
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Attachments:

- Exhibit "A" – Change Order by H&J Contracting Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$20,611,390.00	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>21</u> : \$16,102,699.29	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None
Contract Price prior to this Change Order: \$36,714,089.29	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

[Increase] [Decrease] of this Change Order \$414,088.00	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$37,128,177.29	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>02/25/2026</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ H and J Contracting, Inc. Jeremy Rury Vice President</p> <p>Date: _____</p>

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

EXHIBIT "A"

H & J Contracting, Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To:	Avenir Development, LLC	Contact:	Manny Mato
Address:	550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Phone:	
		Fax:	
Project Name:	Avenir Pod 11-Lake Excavation True Up	Bid Number:	018-25
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	09/25/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Excavate Lake And Stockpile	128,170.00	CY	\$3.50	\$448,595.00
	200	Construction Layout And As-Built Survey	1.00	LS	\$17,800.00	\$17,800.00
	205	Silt Fence	5,900.00	LF	\$1.50	\$8,850.00
	210	Excavate Lake And Sell Fill (Royalty)	23,966.00	CY	(\$1.00)	(\$23,966.00)
	215	Lake Excavate And Stockpile	-23,966.00	CY	\$3.50	(\$83,881.00)
	215	Machine Grading	1.00	LS	\$4,390.00	\$4,390.00
	220	Bahia Sod Lake Slope	14,100.00	SY	\$3.00	\$42,300.00

Total Bid Price: \$414,088.00

Notes:

- Terms and conditions per existing contract.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: H & J Contracting, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Howell V. Long III</p>
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Change Order	
Date	Proposal #
11/17/2025	34033

12073 NW 1st ST
Coral Springs FL
33071

Name / Address
Avenir CDD 550 Biltmore Way Ste 1110 Coral Gables, FL 33134

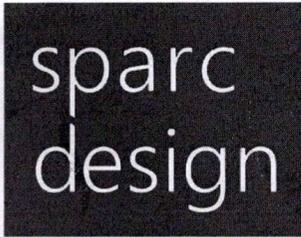
Phone #	Fax #	E-mail	Terms	Project
954-294-0101	954-344-1534	al@acqualityelectric.com		Gate System Wall Lighti...

Description	Qty	Rate	Total
WL Homes:Aviner CDD:50's Pod 21 Lake Ridge:Amenities:Gate System Wall Lighting AC Quality Electric proposes to add (5) column wall mount light outlets and wiring for light fixtures that were added and not on original electrical plans for the walls at Pod 21 Lake Ridge Gate System for WL Homes. Light fixtures are to be provided by the builder <i>V. Capps</i>		3,500.00	3,500.00

AC QUALITY ELECTRIC PROUDLY UTILIZES GREEN TECHNOLOGY

Respectfully submitted by Alan Capps AC Quality Electric, LLC	Total	\$3,500.00
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Insite
Pod 21

Architecture | Planning | Interior Design

January 31, 2026

The Owner/Client:

Insite Studio

3601 PGA Blvd. Suite 220

PALM BEACH GARDENS, FL 33410

The Architect:

Sun Patrick Architecture, Inc.

DBA: sparcdesign

3021 Jupiter Park Circle, Suite 102

Jupiter, FL 33458

Re: Avenir – POD 21
Park Structures_ Architectural Service Proposal
sparc design project 2026.108



Insite Studio

Thank you for the opportunity to submit this Proposal to provide architectural services for Avenir – POD 21, Palm Beach Gardens.

Project Description:

The basic services scope of the work to be performed by sparc design and our consultants is based on the provided attached drawings, dated 01.15.2026, as shown in attachment 'a'. The Scope of work includes the following:

- **New Picnic Shade Pavilion**
- **New Mail Kiosk Pavilion**

The following is proposed as our basic scope of service.

- I. Professional and consulting services to be included under this agreement:
 - a. Architectural
 - b. Electrical
- II. Scope of Services:
 - a. Schematic Design (Completed with Insite Studio)
 - i. Work with clients to produce an approved schematic design package.
 - ii. We will present the schematic design to you for review and approval.
 - b. Design Development
 - i. Design Development Documents shall be prepared starting with the approved Schematic Design Documents. The Development Documents shall finalize space and function requirements for the project as well as describe the important aspects of the building.
 - ii. At the end of the design development phase sparc design will submit scaled drawings to the client for review, comment, and approval.
 - c. Construction Documents
 - i. Construction documents shall be prepared starting with the approved Design Development Documents. The Construction Documents will graphically show the scope, extent, and character of the work to be performed by the contractor, including coordination with your consultants and their related mechanical, electrical, fire protection, plumbing and engineering plans. The plans will include required drawings for submittal to the building department for permits. Include recommendations for millwork, floor, wall, and ceiling finishes.
 - ii. Submit drawings electronically to the contractor for submittal to the Jurisdiction Having Authority for review. Respond to building department comments, required to obtain building permit.
 - d. Construction Administration (**Hourly as Requested**)
 - i. Sparc design will be available as requested by the client for site visits by an architectural representative.
 - ii. Sparc design will provide responses to construction requests for information.
 - iii. Sparc design can attend Monthly OAC meetings during construction activity at owner's request and provide review of Shop Drawing Submittals. The Shop Drawings shall be submitted in one (1) complete submittal package (by division) utilizing the CSI Specification Divisions and must be reviewed and stamped by a contractor acknowledging compliance with design documents. Sparc designs engineering consultants will be billed at hourly rates if need to attend meetings in addition to Architect.
 - iv. Sparc design will prepare a "punch list" after the contractor has completed a completion list of items on project.
- III. Payment and Compensation
 - a. **The owner shall pay the Architect an initial payment of (\$2,500) as a minimum payment under this agreement. The initial payment shall be credited to the final**

invoice.

- b. Basic Services as outlined in paragraph II above, as authorized in writing by the client, for the fixed fees listed below, plus reimbursable expenses.

Base Design Schedule:

i.	Schematic Design	\$	0
ii.	Design Development	\$	3,000
iii.	Permit/Construction Documents	\$	7,000
iv.	<u>Construction Administration</u>		Hourly
Subtotal Base Design Fee:			\$ 10,000

- c. The fixed fee is based on the owner's program. Any new square footage added to existing structures will require additional service requests.
- d. **Method of Payment**
 - i. Invoicing will be monthly, based upon the percentage of service provided plus reimbursable expenses. Payment is due when the invoice is provided; delinquent after 30 days.
 - ii. There is no finance charge for the amounts which are paid within thirty (30) days.
 - iii. Unpaid invoices shall bear interest from the date payment is due at 1.5% per month.
- e. **Reimbursable Expenses**
 - i. Additional costs and expenses (i.e., mileage reimbursement, large format drawing copies, color prints, courier's/delivery, etc....) will be billed at a multiplier of 1.1 times the amounts expended by the Architect, the Architect's employees, and consultants in the interest of the project. Board Meetings for Approvals to be billed at hourly rates.
- f. **Additional Services**
 - i. The following are not part of Basic Services but can be added to the scope of work for additional services at the client's request.
 1. Any services not included in the Scope of Services, Paragraph II.
 2. Bidding/Negotiations with Owners Selected General Contractors
 3. Interior/Exterior 3d Renderings Not included in Base Fee.
 4. Interior Design Services for Purchasing, Low Voltage Equipment Design, Geotechnical Engineering.
 - ii. Additional services hourly rates
 - Principal \$275/hour
 - Project Manager \$225/hour
 - CAD drafter \$100/hour
 - clerical \$80/hour.
 - iii. For consultant additional services, as authorized by the Client, compensation shall be computed hourly as a multiple of 1.1 times the amount billed to the Architect for such services.

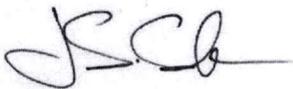
IV. Other Provisions

a. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, SUN PATRICK ARCHITECT, INC. IS THE RESPONSIBLE PARTY

**FOR THE PROFESSIONAL SERVICES IT AGREES TO
PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL
PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER
OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR
NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

- b. Owner and Architect have discussed the risks, rewards, and benefits of the project and the total fee for Architect's services hereunder. The risks have been allocated such that Owner agrees that, to the fullest extent permitted by law, Architect's total liability to Owner for all injuries, claims, losses, expenses, damages, claims or expenses of any kind arising out of or related to this agreement and/or this Project from any cause or causes shall not exceed the total amount of the contract value. Such causes include, but are not necessarily limited to, Architect's own negligence, errors and/or omissions, breaches of contract, actions and/or inactions, and breaches of any warranty, or any other claims of any kind whatsoever.
- c. This Agreement may be terminated by either party upon not less than (7) day's written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- d. **Termination For Convenience.** Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Agreement by giving the other party at least fourteen (14) days' prior written notice of its election to terminate. In case of termination for convenience by either party, Owner agrees to compensate Architect for services performed prior to termination, together with Reimbursable Expenses.

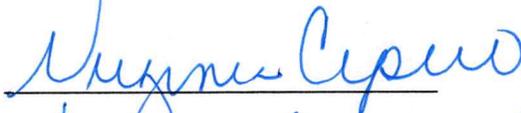
Sincerely
Sun Patrick Architecture, Inc



Jesse S Sukhu
Vice President/CFO

Authorization to provide the above services:

Client/Owner Signature:



Printed Name | Title:

Virginia Cepeda CHAIR

Date:

2/12/20

**MAINTENANCE AGREEMENT
(Avenir – Pod 21)**

This Maintenance Agreement (this “Agreement”) is made and entered into this _____ day of February, 2026 (the “Effective Date”), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 the “District”); and

LAKE RIDGE AT AVENIR NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 (the “Association”).

RECITALS

WHEREAS, the District is a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes;

WHEREAS, the District owns or is responsible for maintaining the real property more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Lake Maintenance Tract”) and Exhibit “B” (the “Water Management Tract”, and together with the Lake Maintenance Tract, the “District Property”);

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Florida law, desires to delegate to the Association certain of its duties to maintain the landscaping improvements and irrigation facilities within the District Property, as more fully described in Exhibit “C” attached hereto and made a part hereof (the “Improvements”), and the Association on behalf of and for the benefit of its members has agreed to provide certain maintenance services with respect to the Improvements pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Association's Performance of Maintenance Services

The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be responsible for all costs that are associated with or arise out of, the landscape, irrigation, and maintenance services and materials as set forth in the attached Exhibit "D" (the "Maintenance Services") for the Improvements within the District Property;

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the Association;

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Palm Beach County, Florida; and (e) City of Palm Beach Gardens, Florida;

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvements or in the real property where each Improvement is located, except to the extent reasonably necessary, on a temporary basis, for the Association to perform its obligations under this Agreement;

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement;

(F) the Association shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget that is adopted in accordance with Chapter 720, Florida Statutes and shall collect said costs from its members pursuant to Chapter 720, Florida Statutes and the Association's governing documents;

(G) the Association shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree

ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, "Applicable Laws"), arising in connection with the Association's failure to perform the Maintenance Services in the manner required under this Agreement. Any fines, penalties or other costs imposed against the District for such violations shall immediately be paid by Association within fifteen (15) business days of Association's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. Association shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to Association's performance of this Agreement, however, the District shall notify the Association of any changes to any Applicable Laws within a reasonable period of time of the District's actual knowledge of such changes;

(H) the Association and its contractors, agents, officers, employees, volunteers, and representatives, shall have the right to access the District Property as reasonably necessary to perform the Association's maintenance obligations pursuant to this Agreement; and

(I) except as specifically provided in this Agreement, Association shall not make any alterations, additions or improvements to the Improvements or the land owned by the District without the prior written consent of District, which shall not be unreasonably withheld, conditioned, or delayed.

3.0 Association's Responsibility for Force Majeure and Acts of the District

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (a) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (b) the acts or omissions of the District or any of its contractors, agents, officers, employees, volunteers, or representatives (an "Excluded Event"). The District shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the Association shall submit written notice to the District regarding any such damage to the Improvements due to the Excluded Event. However, the Association's failure to provide said notice shall not negate the District's responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the Association is delayed in the performance of any obligation under this Agreement that it is otherwise its responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.

4.0 Emergency Intervention by the District

In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by the District in its reasonable discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the

District reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the Association and if the Association does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Agreement:

(A) the provision of any of the Maintenance Services; and

(B) the removal, modification, relocation, or replacement, as the case may be, and in the District's reasonable discretion, of one or more of the Improvements.

Following termination of the emergency event and conclusion of emergency remedial actions, if any, District shall so notify the Association and the Association shall thereupon be obligated to resume the provision of Maintenance Services under this Agreement.

For the purpose of clarity, the Association's failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Agreement.

5.0 Default, Remedies, and District Expenditures.

(A) Default by Association. In addition to any other remedies available in law or equity, and any other rights of the District expressly provided in this Agreement, if the Association should fail, refuse, or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion but with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services. At such time as the District should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from the District, the Association shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the Association's rights to terminate this Agreement in accordance with Section 8.0. Further, in such event, the Association shall reimburse the District for the reasonable out-of-pocket costs incurred by the District in providing such Maintenance Services (the "Reimbursement Payments") until such time as the District's annual budget including funds to provide such Maintenance Services and the levy of non-ad valorem assessments of benefitting lands within the District can be adopted and become effective in accordance with Sections 190.008, 190.021, and 190.022, Florida Statutes. In connection with any request by the District for Reimbursement Payments, the District shall provide to the Association copies of invoices for the Maintenance Services provided by the District and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.

(B) Cure Periods. Before any breach by the Association of its obligations under this Agreement shall constitute a default, the District shall first provide the Association with written notice of such breach and the Association shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the Association has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.

(C) Expenditures by District. Except as expressly provided in Section 5.0(A) above, any costs incurred by the District in performing the Maintenance Services for any reason, shall be borne solely by the District.

(D) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a default by the Association under the Agreement shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Agreement by the District shall be limited to (a) the costs of any actual damage to the District Property or the Improvements resulting from the Association's failure to perform the Maintenance Services in the manner required under this Agreement, (b) any amounts owing in connection with the Association's indemnification obligations, and (c) any enforcement costs due to the District under Section 9.0(H). For the purpose of clarity, in accordance with Section 5.0(C), the District shall not be entitled to any damages for the costs incurred by the District to simply perform the Maintenance Services in lieu of the Association.

6.0 Indemnification.

The Association does hereby indemnify, defend, and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the negligent acts or omissions, gross negligence, or willful misconduct of the Association and its officers, employees, agents, and contractors, in performing the Maintenance Services, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship), and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto; provided, however, it is understood that this section does not require the Association to indemnify, defend, or hold harmless the District to the extent any loss or liability results from or arises out of the acts or omissions of the District (including its contractors, agents, officers, employees, volunteers, or representatives) or any other third party.

7.0 Insurance.

(A) The Association shall individually maintain, and require any contractor hired by the Association to perform the Maintenance Services ("Contractor") to maintain, throughout the

term of this Agreement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

(B) THE ASSOCIATION AND, IF APPLICABLE, ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM THE MAINTENANCE SERVICES, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT EVIDENCE OF ITS REQUIRED COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF ASSOCIATION OR CONTRACTOR, AS THE CASE MAY BE.

(C) In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, the Association or Contractor (as applicable) shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. Association and Contractor shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

(D) District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Association's or Contractor's interest or liabilities, but are merely minimum requirements established by the District Manager. District reserves the right to reasonably require other insurance coverages that District deems necessary depending upon the risk of loss and exposure to liability.

(E) Insurance companies selected must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District.

(F) The required insurance coverage shall be issued by an insurance company authorized an licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

(G) Such insurance policy shall include a waiver of subrogation endorsement if available at a commercially reasonable cost.

8.0 Term of Agreement.

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on October 1st of said 5th year, unless the Association provides written

notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, either party may, in its sole discretion, terminate this Agreement at any time (including at any time during which the Association may be in default under this Agreement) for any reason or no reason by providing at least sixty (60) days written notice to the other party of its intent to terminate this Agreement pursuant to this provision.

9.0 Miscellaneous Provisions.

(A) **Time of the Essence:** Time is of the essence with respect to this Agreement.

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

AS TO THE DISTRICT: Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

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

AS TO THE ASSOCIATION: LAKE RIDGE AT AVENIR NEIGHBORHOOD ASSN, INC.
550 Biltmore Way, Suite 1110
Coral Gables, Florida 33134

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

(C) **Entire Agreement:** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and the Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

(D) **Amendment and Waiver:** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

(E) **Severability:** The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

(F) **Controlling Law:** This Agreement shall be construed under the laws of the State of Florida.

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

(H) **Costs and Fees:** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

(I) **Successors and Assignment:** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Association and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld. Nothing contained herein shall prohibit the Association from delegating its obligations under this Agreement to a Contractor(s), which may be done by the Association in its sole discretion and without prior notice or approval.

(J) **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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

(L) **Execution of Documents:** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

(M) Construction of Terms: Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

(N) Captions: The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

(O) Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument. The signatures of all of the parties need not appear on the same counterpart, and electronic delivery of an executed counterpart signature page in “PDF” format shall be effective for binding the District and the Association to this Agreement.

(P) Records:

A. Association 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 District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District’s custodian of public records, provide the District 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 Association does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the

District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

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

[SIGNATURE PAGES FOLLOW]

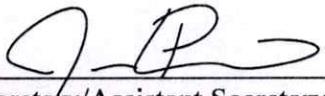
[Signature Page to Maintenance Agreement]

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

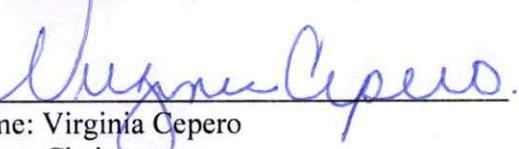
ATTEST:

DISTRICT:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Palm Beach Gardens, Florida



Secretary/Assistant Secretary

By: 
Name: Virginia Cepero
Title: Chairperson

Date: February ____, 2026

[Signature Page to Maintenance Agreement]

ASSOCIATION:

**LAKE RIDGE AT AVENIR
NEIGHBORHOOD ASSOCIATION, INC., a
Florida corporation not for profit**

By: _____

Name: Rosa Eckstein Schechter

Title: Vice President

Date: February ____, 2026

EXHIBIT "A"

DESCRIPTION OF DISTRICT PROPERTY

Tracts "LM1" and "LM2", inclusive, AVENIR – POD 21, according to the Plat thereof recorded in Plat Book 138, Page 68, of the Public Records of Palm Beach County, Florida.

EXHIBIT “B”

WATER MANAGEMENT TRACT

Tracts “W1” and “W2”, inclusive, AVENIR – POD 21, according to the plat thereof recorded in Plat Book 138, Page 68, of the Public Records of Palm Beach County, Florida.

EXHIBIT “C”

DESCRIPTION OF IMPROVEMENTS

All non-littoral, above-water landscaping located on, over or within the Lake Maintenance Tract and the Water Management Tract (including but not limited to trees, bushes, shrubs, sod, mulch, and mulched areas) as well as the irrigation lines, pumps, timers, and other facilities servicing such landscaping. For clarity, the “Improvements” shall not include (a) any littoral trees or plantings, whether located within water or on dry land; (b) any drainage improvements; or (c) the lake fountain(s) or any improvements associated therewith.

EXHIBIT "D"

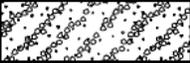
DESCRIPTION OF MAINTENANCE SERVICES

1. The provision of fertilizer, edging, mowing, trimming, thinning, weeding and pesticide treatment services as may be reasonably necessary and appropriate for the non-littoral landscape Improvements (including but not limited to trees, shrubs and ground cover if applicable) together with their replacement with comparable new plantings and suitable landscaping if diseased, dying or dead.
2. The eradication of exotic and pest trees, shrubs and plants from non-littoral areas, including herbicide application and/or manual removal, provided effective and environmentally safe herbicides and application techniques shall be used as are customary in the industry, and shall be performed in such a manner as to protect non-target areas and the public.
3. The provision of maintenance, repair and/or replacement services for any landscape related irrigation system components, including but not limited to sprinkler heads, wiring and controllers, piping and valves.
4. The provision of all personnel and equipment necessary in order to provide the herein described Maintenance Services. District has the right to inspect and reasonably approve all equipment that will be used in this work.
5. Remove and properly dispose all weeds, unwanted rocks, paper, trash and other debris from the Lake Maintenance Tract and the Water Management Tract to the water's edge. For the purpose of clarity, the Maintenance Services shall not include (i) any debris removal, demucking, or aquatic weed control with respect to the Water Management Tract, (ii) the maintenance, repair, and/or replacement of any fountains in the Water Management Tract, or (iii) the integrity of any lake banks/bed.
6. Remove and properly dispose of all cuttings, clippings, and other debris from the Lake Maintenance Tract and the Water Management Tract while work is being performed, ensuring as reasonably practicable that such cuttings, and clippings, and other debris are kept out of the water within the Water Management Tract.
7. Trim low branches and suckers from non-littoral trees (if any) 1 time per month.
8. Mulch to be installed as needed.
9. All non-littoral trees (if any) will be trimmed to a height of twelve feet and are to be kept in a neat and healthy manner to promote growth. All dead, hazardous and troublesome branches will be trimmed on all trees as needed and/or whenever reported to or noted by personnel.
10. All non-littoral palms and trees (if any) over ten feet in height to be trimmed and pruned once annually.
11. Regularly inspect irrigation facilities to ensure compliance with applicable water restrictions imposed or enacted by the South Florida Water Management District, Palm Beach County, the

City of Palm Beach Gardens, or any other government entity or agency having jurisdiction thereof.

For the purpose of clarity, below is a list of the littoral trees and plantings for the District Property provided under Avenir Landscape Plan - #1 prepared by Urban Design Kilday Studios under Project No. 12-065.0003. The District shall remain solely responsible for the proper care, trimming, treatment, and replacement of the littoral trees and plantings within the District Property, whether located within water or on dry land.

LITTORAL TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME				
	AR-L	17	Acer rubrum / Red Maple Container Grown, 9' OA Ht. Min. x 2.5'-3' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	85.0
	AR-M	20	Acer rubrum / Red Maple Container Grown, 7' OA Ht. Min. x 2'-2.5' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	100.0
	AR-S	28	Acer rubrum / Red Maple Container Grown, 5' OA Ht. Min. x 1.5'-2' Spr. Min., Straight Trunk, Full Canopy	Y	Y	5	140.0
	TD-L	16	Taxodium distichum / Bald Cypress Container Grown, 9' OA Ht. Min. x 2.5'-3' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	80.0
	TD-M	18	Taxodium distichum / Bald Cypress Container Grown, 7' OA Ht. Min. x 2'-2.5' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	90.0
	TD-S	29	Taxodium distichum / Bald Cypress Container Grown, 5' OA Ht. Min. x 1.5'-2' Spr. Min., Straight Trunk, Even Canopy, Full	Y	Y	5	145.0

LITTORAL PLANTINGS	CODE	QTY	BOTANICAL NAME / COMMON NAME				
	CAN	648	Canna flaccida / Yellow Canna Bare Root, 10" Ht. x 6" Spr. 24" O.C.	N	N	1	648.0
	AME	664	Crinum americanum / Swamp Lily Bare Root, 10" Ht. x 6" Spr., 24" O.C.	N	N	1	664.0
	ELE	2,063	Eleocharis interstincta / Jointed Spikerush Bare Root, 10" Ht. x 6" Spr. 24" O.C.	N	N	1	2063.0
	PON	671	Pontederia cordata / Pickerel Weed 4" Pot, 10" Ht. x 6" Spr., 24" O.C., Fully rooted plants	N	N	1	671.0



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 01/28/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 110 - Cover Annuals at Clubhouse
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Cover all Flowers at entrance of Clubhouse in preparation of upcoming severe weather	Lump Sum	1.00	\$750.00	\$750.00
Grand Total			\$750.00	\$750.00



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 01/28/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 109 - Cover Annuals at Panther and Avenir Roundabout
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Cover all 4 beds of flowers in preparation of upcoming severe cold weather	Lump Sum	1.00	\$800.00	\$800.00
			Grand Total	\$800.00

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

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

To: Avenir Community Development District	Contact: Manny Mato
Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:
	Fax:
Project Name: Avenir Town Center - Repair Cart Path And Damaged Curb	Bid Number: Change Order
Project Location: Palm Beach Gardens	Bid Date: 01/26/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Mobilization	1.00	LS	\$1,430.00	\$1,430.00
105	Repair Cart Path (54 Location)	1.00	LS	\$25,758.00	\$25,758.00
110	Remove And Replace Broken Curb	60.00	LF	\$70.00	\$4,200.00
115	Remove And Replace Sidewalk	320.00	SF	\$15.00	\$4,800.00
120	Repair ADA Ramps	1.00	LS	\$1,050.00	\$1,050.00
125	Remove And Replace Bench	1.00	LS	\$3,750.00	\$3,750.00

Total Bid Price: \$40,988.00

Notes:

- Based on client direction.

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

Maintenance

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

Proposal

W.O. Date: 02/16/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 116 - Publix Swale Bush Hog--February 2026
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bush Hog Bottom of Swale that runs parallel to Publix Access Rd.	Lump Sum	1.00	\$975.00	\$975.00
Grand Total				\$975.00



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 02/18/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 117 - Bad 2 inch Valve on Avenir
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace 2 inch Valve and all Corresponding fittings	Valve is just past Fountain on Avenir Dr--Entrance Side	1.00	\$680.00	\$680.00
Grand Total				\$680.00

PROJECT NAME

WL Homes, Lake Ridge at Avenir-Pod 21

QUOTE NUMBER

2501129US - 6

REVISION

6

DATE

01/08/2026

PROJECT LOCATION

13152 Avenir Dr, Palm Beach Gardens, FL 33412, USA

VALID UNTIL

PAYMENT TERMS

Deposit 50%, Final 50%, 7 days net

INCOTERMS 2024®

DDP

CLIENT

Avenir Community Development District

Isabel Moreira

ic@landstardevelopment.com

561.239.5651

SALES REPRESENTATIVE

mmcite - SE

 Jim Kane

j.kane@mmcite.com

(813) 924-9704

PREPARED BY:

Jim Kane

j.kane@mmcite.com

8139249704

LEAD TIMES

standard products(15-17 weeks)

Product	Description	Qty	Price USD	Total USD
Emau bench, EM151t EM151-207000	1815x625x800mm [71x25x31 inches] LxWxH, with backrest, cast aluminium with powder-coated structure marine grade (for C5 environment), standard mmcite RAL, hardwood jatoba slats, FSC 100%, un-oiled, surface mounted RAL 7024 Graphite Gray	21	1,788.00	37,548.00



Product	Description	Qty	Price USD	Total USD
Quinbin, trash bin, QB515 QB515p-077000	400x400x940mm [16x16x37 inches] LxWxH, volume 1: 50 l [13.2 gal], with rain cover, w/o ashtray, plastic liner, circular base, zinc and marine grade powder-coated steel structure.(for C5 environment), standard mmcite RAL, powder-coated aluminum sheathing, surface mounted Frame RAL5019 Capri Blue Sheathing RAL 7035 Light Gray	21	1,290.00	27,090.00
Vera Solo, LVS12 LVS12A-2179-2501129	Vera Solo LVS12 seat wall topper bench outer radius: 1875mm [74 inches], Arc length outside 2945mm [90degrees] modular bench system, seat without backrest, zinc and C5 marine grade powder-coated steel structure, standard mmcite RAL, oiled hardwood jatoba slats, FSC 100% RAL 7024 Graphite Gray	8	3,340.00	26,720.00
Vera Solo, LVS12 LVS12B-2179-2501129	Vera Solo LVS12 seat wall topper bench outer radius: 15190mm [598 inches], Arc length outside 21420mm [81degrees] modular bench system, seat without backrest, zinc and C5 marine grade powder-coated steel structure, standard mmcite RAL, oiled hardwood jatoba slats, FSC 100% RAL 7024 Graphite Gray	2	21,640.00	43,280.00
Subtotal Products				134,638.00
Global Trade Impact Fee (15.00%)				19,617.00
Shipping & Handling				22,042.00
Total USD				176,297.00
Grand Total USD				176,297.00

NOTES



QUOTATION

NOTE: Special pricing approved by JT for a validity period of 14 days maximum.

Products are tax exempt for The Avenir Community Development District (CDD) itself, as a governmental entity of Florida, purchases are sales tax exempt by providing a Consumer's Certificate of Exemption (Form DR-14) from the Florida Department of Revenue

Ship to : 13152 Avenir Dr, Palm Beach Gardens, FL 33412

Keith O'Brien, GC, 561.239.5651 as the On-Site Contact

Approval for Purchase

Please provide the following details to confirm your order:

Date: 1/9/26

Approved By: Company AVENIR CDD

Name: AVENIR Community Development District

Title: CHAIR

Signature: 

Note: This signed quotation will serve as your official Purchase Order.

By signing this quotation, you confirm your selections for product models, quantities, colors, wood types, finishes, and graphics. This order will not be accepted without these details, as well as the full delivery address and site contact information. An Order Confirmation (OC) will follow upon receipt of the completed information. It is the buyer's responsibility to ensure all products comply with project specifications and requirements. Mmcite usa is not liable for non-compliance once the order is confirmed.

Additional Notes:

The design and appearance of all products in this proposal are copyrighted and are the intellectual property of mmcité a.s. Access to these designs is granted solely for evaluating this proposal for the specified project.

Any further use, including reproduction, manufacture, or commissioning of similar designs, is prohibited without prior written consent from mmcité a.s., in accordance with U.S applicable laws.

Price and Payment Terms:**Payment:**

50% Initial Deposit: This payment is required to initiate the order process. An invoice will be issued upon order confirmation, and payment is due within 7 days of the invoice date. This deposit secures your order and initiates the production or allocation of the goods. Failure to make this payment within the specified period may result in rescheduling of the production timeline or the cancellation of your order. **50% Final Payment:** The remaining balance is due following the issuance of a final invoice, which will be sent prior to the scheduled delivery of the goods. The final payment must be completed within 7 days of receiving this invoice to ensure there are no delays in the delivery process. It is essential that this payment is received before delivery; failure to do so may result in a delay or rescheduling of the delivery date.

Prices Include: All necessary installation hardware.

Prices Exclude: Installation services.

Currency: USD

Delivery and Shipping Terms:

Incoterms 2024@: DDP (Delivered Duty Paid). Includes all costs up to the point of delivery, including duties and taxes; exclude sales tax unless specifically mentioned

Standard Lead Time:

15-17 weeks for standard catalog products.

Add 2 weeks for products with special certifications or features (Resysta, stainless steel, "SMART", "NEW", "GREEN").

Add 1 week for deliveries to the West Coast.

16-25 weeks for custom-made products, detailed scheduling to be discussed.

Clients are advised to consult with us at least 16 weeks before the products are needed on-site to ensure the best delivery terms.

Transport and Handling:

Goods shipped in wooden crates/pallets. Detailed site access requirements must be provided to arrange suitable transportation.

FSC 100%

The products labeled with "FSC® 100%" are made from wood sourced from responsibly managed forests certified in accordance with the standards of the Forest Stewardship Council® (FSC®). Our FSC® 100% certified products carry the Certificate Registration Code PBN-COC-065387-F.

Product Specifications and Compliance:

Product Quality: Designed for durability in outdoor public spaces, resistant to adverse weather and vandalism.

Customization: Prices include standard colors and materials. Non-standard options available at additional costs and may affect lead times.

Tax Notice:

Sales Tax: Any applicable taxes, including sales tax, will be additional and determined at the time of order. mmcité usa LLC meets the Nexus requirements to collect and remit sales tax in CA, FL, MA, NJ, NY, NC, PA, and VA.

Tax Calculation: At the time of this quote, sales tax usually cannot be calculated, unless otherwise stated in the above. Sales tax will be applied when the order is placed.

Tax Exemption: If your company is sales tax exempt, please provide the documentation at the time of the order.

Payment Methods:

ACH Transfers: Preferred method.

Credit Card: Subject to a 2.5% convenience fee.

Check: Accepted (please make the check payable to mmcite USA LLC, and for added security, write 'For Deposit Only to mmcite USA LLC Account' with your endorsement on the back.)

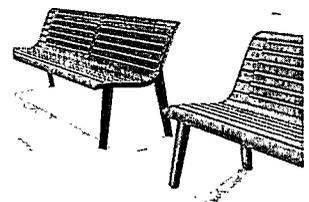
Warranty:

mmcité provides warranty against defects in materials and workmanship under normal use – more details can be downloaded from [mmcité_limited_warranty](#)

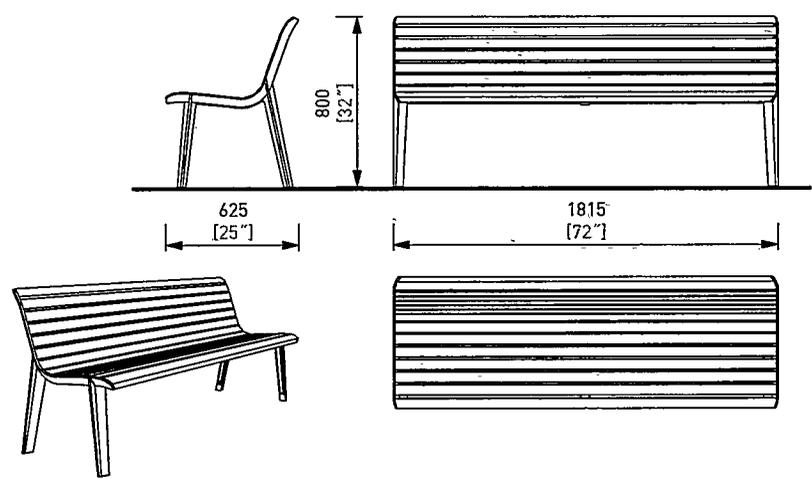
Additional Terms:

Force Majeure: Not liable for delays due to circumstances beyond reasonable control. Rights to propose price adjustments or cancel contracts if conditions persist.

You can explore all our standard materials, finishes and colors via [this link](#).



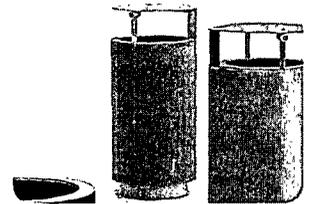
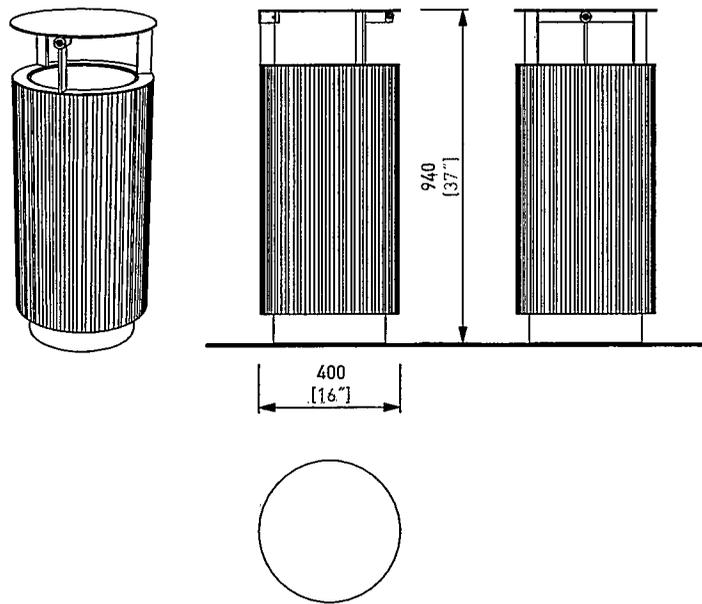
ILLUSTRATIVE PHOTO



1

EM151 - EMAU
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QB515 - QUINBIN
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*Monthly Managers Report
February 26, 2026*

Date of Report: February 26, 2026

Submitted by: George Klein

○ **Completed Tasks**

Approved and completed projects:

- Electrical line run to new maintenance storage shed
- Phone lines in Clubhouse fixed
- New Acting General Manager in place

○ **Ongoing Tasks**

Requested quotes on the following items:

- Quotes received for the wind sensors for the fountains located at Coconut Dr. and Avenir Dr.
- Landscape quote for around the clubhouse
- Maintenance golf cart repair quote
- Fitness Room steam cleaning quote

○ **Future Items**

- Possible rules changes for tennis registration to prevent patrons from monopolizing the courts
- Awaiting for arrival date for permanent General Manager for the Clubhouse



Lifestyle Directors Report

Date Submitted: 2/19/2026

Submitted by: Patrice Chiaramonte

Completed Events:

Saturday, January 17, 2026 – Aerosmith Tribute Night

Patrons enjoyed *Erasmith: A Tribute to Aerosmith* along with the Philly House food truck and a cash bar. A great night of music and socializing!



Tuesday, January 20, 2026 – Charcuterie Building Class

Participants learned the art of creating beautiful and delicious charcuterie boards.



Wednesday, January 21, 2026 – Bingo Night & Chick-fil-A!

A fun evening of games and prizes for the community.



Thursday, January 22, 2026 – G’s Hibachi Food Truck

Patrons enjoyed a flavorful hibachi dining experience from G’s Hibatchi food truck.



Saturday, January 24, 2026 – Coffee and Friends

Complimentary coffee from the local Pink Tiki coffee truck was served, giving neighbors a chance to connect.



Tuesday, January 27, 2026 – Découpage Art Event

A hands-on arts and crafts session where participants created unique découpaged keepsake boxes.



Wednesday, January 28, 2026 – Alzheimer’s Lecture

Community members learned about early signs, awareness, and caregiving tips of Alzheimers disease.



Tuesday, February 3rd, 2026 – Nutrition Event

Attendees explored how GLP-1s and diet can support health and wellness.



Wednesday, February 4th, 2026 – Bingo Night & Chick-fil-A

An evening of games paired with delicious Chick-fil-A treats for purchase.



Friday, February 6th, 2026 – Latin Night

Trio Caliente performed live music, accompanied by an empanada food truck, and cash bar.



Saturday, February 7th, 2026 – Kids’ Story Time , Shredding Event, and Valentine’s Photoshoot

Children enjoyed a reading of *Percy Does the Cha Cha* and received signed copies.

A community shredding event allowed residents to safely dispose of documents.

Kids also participated in a Valentine’s photoshoot by Karen Buyer Photography.



Sunday, February 8th, 2026 – Super Bowl at The Nest

Community members gathered to watch the big Superbowl game together in a festive atmosphere with bay play, and games!



Monday, February 9th, 2026 – Heart-Shaped Focaccia Class

A special Valentine’s-themed cooking class where patrons learned to decorate heart-shaped bread.



Wednesday, February 11th, 2026 – Traffic Safety & CPR Lecture

The City of Palm Beach Gardens provided valuable education on traffic safety and CPR techniques as well as AED information.





Field Operations Manager Report

Date Submitted: 2/19/2026

Submitted by: Jorge Rodriguez

Completed Tasks

- The wooden bench on the pool deck has been soap washed and treated with Smart BioHemp wood protectant.
- The entire sidewalk and curbs around the property have been pressure washed.
- The new shed for the maintenance department is installed and with the power supply runed to it as well ready to be used.
- All carpens inside the club house have been clean.
- The playground by the tennis courts and pool deck have been pressure washed completely.
- The gym and the aerobic room equipment have been detailed clean.
- The entry of the clubhouse and the back pavilions have been pressure washed.
- The preventative maintenance of the lights inside the clubhouse has been completed.
- The touch up paint on the outside of the clubhouse has been completed.
- The float valves for the Coconut's fountains water supply have been replaced due overflowing.
- The water jets filters and units on the main pool have been cleaned and replaced.
- All the pools and fountains filters have been cleaned.
- Splash Pad floor pressure washed.

Weekly Projects

- All garbage cans outside the club house on Avenir drive, Coconut and Panter national sidewalks have been picked up every week.
- All garbage cans inside the tennis courts and the pickleball courts have been picked up weekly.
- All outside and inside lights fixtures have been inspected weekly.
- 6 Clay Tennis Courts have been raked and rolled three times every week.
- All 8 hard floor Tennis Courts and pickleball courts have been blown daily to clean debris.
- The entire Club House and playgrounds have been blown daily.
- The spider webs around the Club House and the Playgrounds have been cleaned weekly.
- The playgrounds equipment has been pressure-washed every two weeks.
- All pools, splash pad, spa, and fountains have been maintained daily.
- All the equipment on both playgrounds has been tightened and adjusted ones a month.
- All fans and pavilions have been cleaned weekly.



From: [Ardit Kacorri](#)
To: [Lisa Miller](#)
Cc: [Jason Pierman](#)
Subject: Re: Chef Ardit Avenir - agreement change requests
Date: Wednesday, January 21, 2026 12:10:14 PM
Importance: High

Dear Jason

I hope you are doing well.

"I wanted to let you know that we are almost ready with the utilities. As we mentioned in our first email, there were a few points that needed to be changed. We realized that the contract had some additional items that needed to be reviewed, "I wanted to share an update regarding the Restaurant Lease for the Avenir Clubhouse. The agreement is currently under review by my business attorney, and the review is still ongoing.

Based on the initial legal analysis, the following **specific sections of the Lease** have been identified as requiring revision so that the agreement accurately reflects our discussions and establishes a balanced, long-term framework that is fair to both parties and supports a successful restaurant for the Avenir community.

Below are the key sections under review:

• **Section 1.3 – Term**

The Lease currently provides for a twelve (12) month term. Given the private capital investment being made by the Lessee, a minimum two-year guaranteed term (or a longer-term structure with renewals) is required.

• **Section 4.4 – Early Termination**

The current provision allowing termination without cause on thirty (30) days' notice presents a significant investment risk. A longer notice period or removal of early termination during the initial term is being requested.

• **Section 1.9 – Taxes**

This section creates potential exposure for the Lessee to property-related taxes, assessments, or district charges. The Lease should clearly state that the Lessee is not responsible for any real property taxes, ad valorem taxes, special assessments, or district-related charges associated with the Premises or Facility.

• **Section 6.1 – Quarterly Income Statements**

As this is not a revenue-sharing agreement, the requirement for quarterly financial reporting and related disclosures is not appropriate and should be removed.

• **Section 6.2 – Point of Sale System and Reports**

The current language provides for District access to POS data and sales reports. Operational and financial control of the POS system should remain with the Lessee, and this section is being reviewed for removal.

• **Section 17.2(b) – Excess (Umbrella) Liability Insurance**

The requirement for umbrella liability coverage in excess of standard Commercial General

Liability is disproportionate given the structure of the Lease and is being reviewed for removal.

• **Section 17.1 – Indemnification**

The indemnification provisions are overly broad and extend beyond the Lessee’s reasonable operational responsibility. Revisions are needed to limit indemnification to matters arising solely from the Lessee’s own acts or omissions.

• **Section 3.4 – Public Records**

This provision potentially subjects proprietary business, financial, and operational information to public disclosure. Any public records obligations should be limited strictly to what is legally required.

• **Section 1.12 – Liquor License**

The Lease requires immediate procurement of a liquor license. A reasonable timeframe of up to twelve (12) months is requested, with the ability to operate without alcohol service initially.

• **Articles XII, XIII, and XVI – Equipment, Maintenance, and Condition of Premises**

"The Lessee will be responsible for any damage caused during the use of the kitchen. The Lessee agrees to repair or replace any damaged equipment as necessary and to return all kitchen equipment and the restaurant area to their original condition at the end of the lease period."•

Section 5.2 – Additional Rent

The definition of “Additional Rent” is broad and could result in open-ended financial obligations. Any additional charges should be clearly defined and limited.

These items are being carefully reviewed to ensure the Lease reflects the original intent of a low-rent, operator-funded model and supports a stable, long-term partnership that benefits both parties and the Avenir community.

We wanted to share these points early in the process to maintain transparency and alignment. We remain confident that these items can be adjusted in a manner that is fair, reasonable, and mutually beneficial.

I will follow up once the legal review is complete and we are ready to discuss proposed revisions.

Thank you for your time and cooperation.

Kind regards,
Chef Ardit Kacorri

On Jan 20, 2026, at 7:48 PM, Lisa Miller <Lisa@lisatmiller.com> wrote:

Jason, please see the attached change requests for the agreement.

RESTAURANT LEASE AGREEMENT

BY AND BETWEEN

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

AND

_____, as
Lessee

LOCATION:

Avenir Clubhouse
12255 Avenir Drive
Palm Beach Gardens, FL 33412

RESTAURANT LEASE AGREEMENT

THIS RESTAURANT LEASE AGREEMENT (hereinafter the "Lease" or the "Agreement") is made and entered into this ____ day of _____, 2025, by and between:

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

_____, a Florida _____, whose principal address is _____ (the "Lessee").

ARTICLE I. GENERAL LEASE PROVISIONS

The terms and conditions contained in this Article I set forth certain basic terms of the Lease and the definition of certain terms used in the Lease.

1.1 Premises. That certain restaurant space (commonly referred to as the "Restaurant") within the Avenir Clubhouse (the entire clubhouse building and appurtenant areas are referred to herein collectively as the "Facility") located at 12255 Avenir Drive, Palm Beach Gardens, FL 33412, containing approximately _____ gross square feet of interior floor area and the _____, depicted on Exhibit A attached hereto (the "Premises").

Lessee shall also have non-exclusive rights (except as limited herein) for providing food and beverage service to banquet rooms at the Facility (the "Banquet Rooms") and other areas of the Facility. Except as provided herein, the terms of this Lease apply to the Premises (inclusive of the adjacent patio area), the Banquet Rooms and other areas of the Facility for the specified purpose of providing food and beverage service to these areas.

1.2 Commencement Date and Opening Date: For the purposes of this Lease the "Commencement Date" shall be _____, 202_. The "Opening Date" shall be the date that Lessee opens the Restaurant for business hereunder. Lessee covenants and agrees that the Opening Date shall be no later than forty-five (45) days after the Commencement Date or _____, 202_, whichever is earlier.

1.3 Term. The term of this Lease (the "Lease Term"), unless sooner terminated as elsewhere provided in this Lease, shall be for a period of twelve (12) months, beginning on the Commencement Date and terminating and expiring at 11:59 p.m. on _____, 202_. Subject to Section 4.1 herein, District and Lessee may, by mutual agreement and pursuant to a written instrument executed prior to the expiration of the initial Lease Term, extend the Lease Term.

1.4 Advertising and Communications. Lessee shall advertise the Restaurant and associated catering services on an as needed basis, as determined by Lessee, to market, advertise, and create public awareness of the Restaurant for Patrons of the Avenir Clubhouse only.

1.5 Permitted Use of the Premises. Lessee covenants and agrees that it shall, throughout the Lease Term, continuously use and occupy the Premises solely and exclusively for the purpose of operating a restaurant facility providing food and beverages. For the purposes of this Lease, the uses of the Premises as defined and described in this Section 1.5 shall be referred to as the "Permitted Use". Unless provided otherwise in the Rules and Regulations (hereinafter defined), at a minimum, the Premises will be open and providing meal service at least _____ days a week serving ____ (Lunch, Dinner?), but may be closed entirely on Christmas Day and New Year's Day. District and Lessee agree and acknowledge that the operating requirements may be adjusted by mutual written agreement of the parties hereto to accommodate seasonal demands, special events and other operational considerations.

1.6 Initial Security Deposit. Lessee shall deposit with District, as security for its obligations under this Lease, the total sum of One Thousand and No/100 Dollars (\$1,000.00) via cashier's check, to be paid prior to the restaurant opening (the "Security Deposit"). The Security Deposit shall be held in an account (with interest, if any, paid to the District) controlled by the District Manager until the expiration or sooner termination of this Lease, when it shall be released and disbursed in accordance with Article XX herein.

1.7 Improvements. Lessee will timely perform their respective responsibilities with regard to the improvement of the Premises as set forth herein and shall pay all costs associated with their respective duties (see Article XIV for additional information).

1.8 Utilities. District shall pay for all utilities (water, electric, trash removal/recycling) provided to the Premises, except for propane gas, which is provided separately to the Premises. Lessee shall arrange and pay for any propane gas and propane gas related service in any amounts necessary for Lessee to conduct operations hereunder. District shall also be responsible for the cost of all telephone services to the Premises, both local and long distance, except international calls which shall be the responsibility of the Lessee. Further provisions concerning utilities are contained in Article VII herein.

1.9 Taxes. At any time during the term of this Lease, the Premises are or will be assessed and billed for ad valorem taxes and assessments separate and apart from the remainder of the Facility. District shall be responsible for paying, before they become delinquent, ad valorem taxes and assessments, levied and assessed against the Premises during the Lease Term by a governmental entity having jurisdiction over the Premises. Lessee shall be responsible for any other taxes or assessments.

1.10 Janitorial Services. Lessee shall maintain the Premises in a neat, clean and orderly fashion. Lessee shall provide, at Lessee's sole expense, all janitorial services to all areas of the Premises, including any cleaning or other services required specifically to comply with applicable health code provisions. Further provisions concerning Lessee's obligations are contained in Article XVI herein.

herein and by this reference made a part hereof. To the extent a conflict exists between the Exhibits and the terms of the Lease, the terms and conditions of the Lease shall prevail. The Exhibits consist of the following:

Exhibit A - Site Plan of the Premises

Exhibit B - Rules and Policies of the District

Exhibit C- District's Inventory

Exhibit D- Form of Income Statement

Exhibit E- New Equipment

ARTICLE III. PREMISES

3.1 Premises. The Premises are described in Section 1.1 and depicted in Exhibit A (the Banquet Rooms and other areas of the Facility are not included as part of the Premises, unless specifically provided herein).

3.2 Use and Operation of Premises.

(a) Use of the Premises. The Premises, the Banquet Rooms, and other areas of the Facility shall be used only as set forth in Section 1.5 and for such related ancillary uses as are common to a Restaurant. Except for interruptions in operations due to events of force majeure and repairs or renovations to the Premises as otherwise set forth in this Lease, the Premises will be open for business in accordance with Section 1.5 throughout the Lease Term.

All initial menus, merchandise, and prices offered or used by Lessee within or from the Premises shall provide (i) a quality level consistent and compatible with the overall image of the Restaurant, and (ii) that prices charged are commercially reasonable. Lessee shall not use, permit or suffer the use of the Premises in any manner not in keeping with the character of the Facility.

Lessee shall have non-exclusive rights (except as limited herein) for providing food and beverage service to Banquet Rooms and other areas of the Facility. Except as provided herein, the terms of this Lease shall apply to the Premises (inclusive of the adjacent patio area), the Banquet Rooms and other areas of the Facility for the specified purpose of providing food and beverage service to these areas.

(b) Operating Standards. Lessee shall occupy, operate and manage its business on the Premises in accordance with the professional standards for a first class establishment or business conducting the Permitted Use. At a minimum, but without limiting the foregoing, Lessee shall occupy, operate and manage the Premises at a standard at least equivalent to the standard of quality and performance of other clubhouse establishments and restaurants in Palm Beach County, Florida.

(c) Pest and Sanitation Control. Lessee shall retain a professional pest and sanitation control service, as selected by District in its sole discretion, to perform inspections of the Premises not less frequently than once each thirty (30) days for the purpose of controlling infestation by insects, rodents and vermin, and shall promptly cause any corrective or extermination work recommended by such service to be performed. If Lessee fails to perform its obligations hereunder, District may, at its option and after five (5) days written notice to Lessee, cause such inspection to be performed and any necessary corrective or extermination work to be performed, and the cost of such inspection and corrective or extermination work shall be paid by Lessee.

(d) Equipment Cleaning. All fans and ductwork used for ventilating or expelling cooking odors and grease-contaminated air shall be cleaned by a qualified contractor as frequently as needed to protect against dangerous grease accumulation. Upon District's request, Lessee shall provide proof to District that such cleaning has occurred. If Lessee fails to maintain such exhaust system adequately (as determined in District's sole, reasonable discretion), District may perform such work at Lessee's expense.

3.3 Compliance with Laws. Lessee shall at all times keep and maintain the Premises and all operations related thereto (including food and beverage service to the Banquet Rooms and other areas of the Facility), in compliance in all material respects with all applicable laws, ordinances, statutes, rules, regulations, orders, directions and requirements of all federal, state, county and local governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Premises or the business activities conducted thereon or therein and of all of their respective departments, bureaus, agencies or offices, and of any insurance underwriting board or insurance inspection bureau having or claiming such jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Lessee to issue policies of insurance covering the Premises and any business or business activity conducted thereon or therein. In the event Lessee is alleged to have violated any such rule or regulation and Lessee reasonably contests such allegation, Lessee may undertake such actions as it may reasonably elect to legally contest the same, provided Lessee shall first take such measures as may be necessary to fully protect District from all loss, cost or liability arising from any potential adverse ruling in the proceeding in which the allegation is made.

Notwithstanding the generality of the foregoing, Lessee shall, at its sole expense, maintain the Premises in compliance in all respects with all applicable federal, state or local laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, The Americans with Disabilities Act, the accessibility code(s), if any, of the State of Florida, and all regulations and guidelines promulgated under any or all of the foregoing, as the same may be amended from time to time.

The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190 Florida Statutes. Lessee agrees to fully comply, at its sole expense, with all applicable requirements of the "Sunshine Law," the "Public Records Law," any applicable provisions of Chapters 189 and 190, Florida Statutes, governing special districts, generally, and community development districts, respectively, and all other statutes and regulations applicable to District.

3.4 Public Records.

(a) Lessee 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 District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District 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 Lessee does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Lessee or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Lessee transfers all public records to the District upon completion of the Agreement, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Lessee keeps and maintains public records upon completion of the Agreement, the Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

SPECIAL DISTRICT SERVICES, INC.

2501A BURNS ROAD

PALM BEACH GARDENS, FLORIDA 33410

TELEPHONE: (561) 630-4922 EXT. 238 EMAIL:

BBARBA@SDSINC.ORG

3.5 Delivery of the Premises.

(a) Acceptance of the Premises. District shall deliver to Lessee, and Lessee shall accept from District, possession of the Premises on the Commencement Date. Lessee has inspected and examined the Premises and shall be conclusively deemed to have accepted the Premises, including all furnishings, fixtures and equipment and District's Inventory (as defined in Section 13.2 and listed in Exhibit C), without limitation, in an "AS IS" condition. Lessee accepts and agrees that the Opening Date shall be no later than forty-five (45) days after the Commencement Date or ___, 202_, whichever is earlier.

(b) Ownership of Equipment. It is to be understood that all existing equipment and furnishings located on the Premises as of the Commencement Date (including, without limitation, all District's Inventory as listed in Exhibit C), and all fixtures installed by or provided to the Lessee (including the New Equipment as listed in Exhibit E), either by District, or by third parties at District's request, are the sole properties of the District. The Lessee shall have temporary charge of the existing equipment, furnishings and fixtures for the duration of the Lease Term. All equipment, furnishings and fixtures shall be returned to the District at the conclusion, or sooner termination, of the Lease Term in good working condition and in substantially similar condition as existed at the commencement of this Lease, reasonable wear and tear excepted, after which none of them may be kept by the Lessee without the express written permission of District.

3.6 Certain Easements In Favor of Lessee. Lessee shall have non-exclusive access easements, for the benefit of itself and its employees, patrons, invitees and customers, during the Lease Term over the designated Common Areas (as defined herein) and the parking areas. In addition, subject to District's prior approval, Lessee shall have a non-exclusive right of access to shafts, ducts and other similar facilities within the Common Areas for the purpose of provision of utilities and maintenance. Lessee acknowledges that the District is a local unity of special purpose government and the Facility is open to the public, including the Premises.

3.7 Certain Easements in Favor of District. District reserves to itself the use of the exterior walls and roof and a non-exclusive easement to install, maintain, inspect, use, repair and replace pipes, ducts, conduits, wires, facilities and structures as may be used for ventilation and the conveyance of utilities in and through the Premises, including air space above the ceiling and below the floor of the Premises for the common use and benefit of District, Lessee or other lessees of the Facility; provided that any such installation, inspection, maintenance, use, repair and replacement shall be conducted so as to avoid unreasonable interference with Lessee's use of the Premises and without material reduction in the size or commercial value of the Premises.

3.8 Hazardous Materials and Sewage. District covenants that there are no pre-existing violations of any regulations relating to the storage, release or other treatments of Hazardous Materials (as hereinafter defined) in the Facility, and the Lessee covenants that it shall not use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release or dispose of Hazardous Materials in, on or about the Premises or the groundwater thereof, in material

violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or hereafter enacted or rendered. Lessee shall give District immediate written notice of any claim received by Lessee from any person, entity or governmental agency that a release or disposal of Hazardous Materials has occurred or is threatened to occur on or about the Premises or the groundwater thereof. As used herein, the term "Hazardous Materials" shall mean and be defined as any and all toxic or hazardous substances, chemicals, materials or pollutants, of any kind or nature, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule or ordinance currently in existence or hereafter enacted or rendered, and shall include, without limitation, all oil, gasoline and petroleum based substances.

Lessee shall not discharge or permit to be discharged into any sanitary sewer system or storm water system serving the Premises, the Banquet Rooms, the Facility, or any parking lot, roadway, undeveloped area, green space, or the like, any Hazardous Materials or toxic or hazardous sewage or waste other than that which is normal domestic wastewater for the Permitted Use. Any Hazardous Materials, toxic or hazardous sewage or waste which is produced or generated in connection with the use or operation of the Premises (collectively "Waste") shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances, rules and regulations, or shall be pre-treated to the level of domestic wastewater prior to discharge into any sanitary sewer system serving the Premises. All Waste which is produced in connection with the use or operation of the Premises shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances, rules, and regulations.

ARTICLE IV. TERM

4.1 Effective Date; Duration of Lease Term. This Lease and the obligations of the parties hereunder shall become effective upon the complete execution of this Lease Agreement by all parties (the "Effective Date"). The Lease Term shall be as defined and established in Section 1.3 above. At least ninety (90) days prior to the expiration of the Lease Term, Lessee shall provide written notice to District as to whether Lessee intends to (i) surrender the Premises upon the expiration of the Lease Term, or (ii) enter into negotiations with the District regarding the extension or renewal of the Lease Agreement. District's receipt of notice that the Lessee desires to negotiate an extension or renewal of the Lease Agreement shall not bind the District in any way, nor shall it preclude District from seeking or negotiating agreements with other potential lessees for the lease of the Premises.

4.2 Surrender of Premises. On or before the last day of the Lease Term or upon the sooner termination thereof, Lessee shall peaceably and quietly surrender and deliver the Premises to District, in good order, condition and repair, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Upon such event and unless otherwise provided for in this Lease, Lessee may at its expense remove proprietary personal property from the Premises and shall repair any damage to the Premises caused by such removal.

4.3 Holding Over. If Lessee or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Lease Term or earlier termination of this Lease without an agreement in writing between District and Lessee with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Rent (as defined herein) payable under this Lease by such tenant at

sufferance shall be Five Thousand and 00/100 (\$5,000.00) per month in effect immediately prior to the expiration of the Lease Term or earlier termination of this Lease. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Lease.

4.4 Early Termination. Notwithstanding anything to the contrary contained in this Lease, either party hereto may, without cause but only upon thirty (30) days prior written notice to the other party, terminate this Lease at any time during the Lease Term.

ARTICLE V. RENT

5.1 Base Rent. Lessee shall pay \$10.00 per month as Base Rent to District upon the commencement of the Lease Term.

5.2 Additional Rent; Definition of "Rent". If District shall make any expenditure for which Lessee is responsible or liable under this Lease, or if Lessee shall become obligated to District under this Lease for any sum other than as herein provided, the amount thereof shall be deemed to constitute additional rent ("Additional Rent") and shall be due and payable by Lessee to District within thirty (30) days of District's demand thereof, or at such other time as may be expressly provided in this Lease for the payment of the same.

For the purposes of this Lease, the term "Rent" shall mean and be defined as all Base Rent and Additional Rent due from Lessee to District hereunder.

5.3 Late Payments. ~~If Lessee fails to pay any installment of Rent or other sums due hereunder within five (5) days after the due date, District may, after written notice, assess a one-time administrative late charge of five percent (5%) of the delinquent amount, and not more than once per delinquent payment. Any amount remaining unpaid after such five (5) day period shall bear simple interest at the lesser of ten percent (10%) per annum or the maximum rate permitted by applicable law, from the sixth (6th) day after the due date until paid; provided interest shall not accrue on amounts disputed in good faith pending resolution. Such late charge and interest shall constitute Additional Rent and shall be due and payable with the next installment of Rent. If any check is returned for insufficient funds, Lessee shall pay District a returned-item fee equal to District's actual bank charges, not to exceed One Hundred Dollars (\$100.00) per item. If Lessee fails to make any payment of Rent or any other sums or amounts to be paid by Lessee hereunder on or before the date such payment is due and payable, Lessee shall pay to District an administrative late charge of five percent (5%) of the amount of such payment. In addition, such past due payment shall bear interest at the rate of eighteen percent (18%) per annum from the date such payment became due to the date of payment thereof by Lessee. Such late charge and interest shall constitute Additional Rent and shall be due and payable with the next installment of Rent due hereunder. Lessee shall, in addition to a late fee and interest, pay an administrative fee to the District of One Hundred Dollars and 00/100 (\$100.00) for the handling of any check that is not honored due to insufficient funds in the account on which the instrument is drawn.~~

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5.4 No Abatement of Rent. Except as may be expressly provided for in this Lease, no abatement, diminution or reduction of Rent, charges or other compensation, or of Lessee's other obligations hereunder, shall be allowed to Lessee or any person claiming under Lessee, under any circumstances or for any reason whatsoever.

5.5 Payment of Rent. All Rent and other sums shall be paid to District without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Lessee may have or allege to have against District, and all such payments shall, upon receipt by District, be and remain the sole and absolute property of District. Notwithstanding the foregoing, Lessee may offset against Rent only those amounts that are undisputed and that District is obligated to pay Lessee under this Lease (including agreed reimbursements or credits), provided such undisputed amounts remain unpaid for thirty (30) days after Lessee gives District written notice of the amount due and the basis therefor. Any such offset shall be limited to the amount identified in such notice as undisputed, and Lessee shall continue to pay all other undisputed Rent and sums when due and shall deliver with any offset a written statement describing the basis for the offset and the calculation. If District shall at any time accept any Rent or other sums or amounts after the same shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of District's rights hereunder.

5.6 Sales Tax. In addition to the Rent and any other sums or amounts required to be paid by Lessee to District pursuant to the provisions of this Lease, Lessee shall also pay to District, simultaneously with such payment of Rent or other sums or amounts, the amount of any applicable sales, use or excise tax on any such Rent or other sums or amounts so paid by Lessee to District, whether the same be levied, imposed or assessed by the State of Florida or any other federal, state, county or municipal governmental entity or agency. Any such sales, use or excise taxes shall be paid by Lessee to District at the same time that each of the amounts with respect to which such taxes are payable are paid by Lessee to District.

ARTICLE VI. LESSEE'S FINANCIAL AND SALES INFORMATION

6.1 Quarterly Income Statements.

(a) Deliverable. Within twenty-five (25) days after the end of each calendar quarter, Lessee shall provide District a quarterly report stating: (i) total gross sales for the Restaurant at the Facility, and (ii) total gross sales for banquet/catering services provided at the Facility (if any) for the applicable quarter. The report may be in summary form and may be generated from Lessee's POS system or other customary sales records. If the due date falls on a weekend or legal holiday, the report shall be due the next business day.

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(b) Scope Limitation. District shall not require (and Lessee shall not be obligated to provide) vendor-level detail, recipes, pricing strategy, customer-level data, payroll-by-employee information, bank statements, or financial information for any other Lessee location or business unrelated to the Restaurant at the Facility, except to the extent required by applicable law.

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(c) Additional Information. District may request additional information only to the extent reasonably necessary to administer this Lease or as required by applicable law. Any request must be in writing, describe the purpose with reasonable specificity, and be limited to the applicable quarter(s). Lessee shall provide responsive information within ten (10) business days, or, if not reasonably available, shall provide an estimated delivery date.

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(d) Public Records. District acknowledges it may be subject to public records laws. To the extent permitted by applicable law, District shall provide Lessee written notice within three (3) business days after receipt of any public records request seeking Lessee's financial information

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~~delivered under this Section, so Lessee may seek any lawful protection or exemption, and District shall reasonably cooperate.~~

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~~(e) Default Standard. Failure to timely provide the quarterly report shall constitute an Event of Default only if Lessee fails to deliver the report within fifteen (15) days after receipt of written notice from District specifying the delinquent report; provided that no Event of Default shall occur if Lessee delivers within such cure period.~~

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~~Lessee shall provide to District quarterly, defined as the months of January, February and March ("Q1"), April, May and June ("Q2"), July, August, and September ("Q3") and October, November, and December (Q4"), Lessee's unaudited income and expenditure statements, in the form attached hereto as Exhibit D (the "Income Statement"), pertaining to the Lessee's operations for both restaurant and banquet catering sales during the immediately preceding three (3) months. Lessee shall provide the quarterly Income Statement by the 25th day of the month following for the preceding quarter (Q1 income statements on or before April 25th, Q2 on or before July 25th, Q3 on or before October 25th, and Q4 on or before January 25th). Lessee's failure to submit the required unaudited Income Statements shall constitute a default under the Lease. Lessee shall also provide to District, from time to time, such other information regarding the operations, business affairs and financial condition of Lessee as District may reasonably request. As required by Section 3.4, Lessee agrees and acknowledges that all such books, documents, records, correspondence or other information related to the business conducted herein are public records, as defined in Chapter 119, Florida Statute. The financial reporting obligations under this section shall be limited to financial information regarding the Restaurant at the Avenir Clubhouse and expenses relating to this Agreement. Unless required otherwise by law, Lessee shall not be required to report financial information on other businesses under the same corporate entity unrelated to the Restaurant or this Agreement.~~

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6.2 Point of Sale System and Reports. Lessee agrees to use, to the fullest extent practicable, a point of sale system ("POS System") for all sales and transactions conducted in Lessee's normal course of business. Lessee shall cooperate and coordinate with District to either use District's existing POS System or an alternative POS system (subject to approval of the POS system by District). Lessee shall generate any such reports from the POS System from time to time as District requires or as required by law. Lessee shall not enter into cash sales or other transactions that are not entered into the POS system, unless Lessee obtains prior written approval from District for an exception thereto.

ARTICLE VII. UTILITIES

7.1 The allocation of the costs of utilities servicing the Premises shall be as set forth in Section 1.9 above. District shall not be liable, in damages or otherwise, for any discontinuance, failure or interruption of service to the Premises or the Common Areas of utilities or of any air-conditioning system. No such discontinuance, failure or interruption shall be deemed a constructive eviction of Lessee or entitle Lessee to terminate this Lease. No such discontinuance, failure or interruption shall entitle Lessee to withhold any payment due under this Lease.

ARTICLE VIII. COMMON AREAS AND PARKING AREAS

8.1 Definition of "Common Areas". The term "Common Areas" refers to all improved and

unimproved areas within or adjacent to the Facility that are now or hereafter made available for the general use, convenience and benefit of District, Lessee, and their respective customers, patrons, employees and invitees, and the general public, as applicable. Common Areas shall include, but not be limited to, floors, plazas, piers, decks, ceilings, roofs, skylights, windows, driveways, open or enclosed malls, fountains and other water elements, service areas, loading docks, vertical circulation facilities, restrooms, stairways, sidewalks, curbs, landscaped areas, and similar appurtenances located within or immediately adjacent to the Facility, but shall specifically exclude any of District's amenity facilities such as the swimming pool, Banquet Rooms, activity rooms, sports/fitness facilities, etc.

8.2 Use of Common Areas. Subject to the provisions of this Lease, Lessee and its employees, customers, patrons and invitees are authorized to use the Common Areas on a non-exclusive basis for the purposes intended by District. Lessee and its employees shall have the right to use the Common Areas for access to the Premises at all times and Lessee's customers shall have such right during all hours that Lessee is open for business. District shall, in a manner consistent with other facilities within Palm Beach County, Florida, keep, or cause to be kept, the Common Areas in a neat, clean and orderly condition, properly lighted and landscaped, and repair and maintain (or replace, if necessary) all equipment and facilities thereof.

8.3 Control of Common Areas. District shall at all times have the right of determining the nature and extent of the Common Areas and parking areas, and of making such changes thereto from time to time which in its reasonable opinion are deemed to be desirable, including the location and relocation of driveways, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas, utilities and all other facilities thereof, and the modification of the Common Areas for the purpose of expanding and/or remodeling the Facility. Except as otherwise specifically provided in this Lease, District shall at all times have the sole and exclusive control of the Common Areas and parking areas, including the right to lease space within the Common Areas to tenants or other lessees for the sale of merchandise and/or services and the right to permit advertising displays, educational displays and entertainment in the Common Areas. District shall also have the right at any time to exclude and restrain any person from use thereof, excepting, however, bona fide customers, patrons and service suppliers of Lessee and other tenants of the Facility who make use of said areas in accordance with the rules and regulations established by District from time to time with respect thereto in accordance with Section 8.4. The rights of Lessee with respect to the Common Areas and parking areas shall at all times be subject to the rights of District and the public, as applicable. Lessee shall keep all of the Common Areas free and clear of any obstructions created or permitted by Lessee or resulting from Lessee's operation, and Lessee shall permit the parking areas to be used only for normal parking and ingress and egress by the customers, patrons and service suppliers to and from the buildings of the Facility.

8.4 Rules and Regulations. Lessee acknowledges that District is a local unit of special purpose government, subject to applicable federal, state and local laws and regulations. District may, in its full discretion, from time to time, promulgate, amend and require the observance by Lessee and the public of rules, policies and regulations uniformly imposed and enforced in a non-discriminatory manner for the proper and efficient operation and maintenance of the Common Areas and parking areas or any portion thereof. Such rules and regulations shall be part of the Rules and Regulations described and defined in Section 28.14 below, and may be amended and/or added by the District from time to time.

8.5 Parking. District shall furnish space for parking by Lessee and its customers and employees on a non-exclusive basis in common with customers and employees of other users of the Facility. District may, in the exercise of its reasonable discretion, change the configuration, location and size of the parking areas, but except for emergency situations or temporary interruptions, any such changes will provide parking areas substantially equivalent to those which existed prior to such change. At all times District shall have the right, on a nondiscriminatory basis, to designate, or change the designation of, the particular parking area to be used by any or all Facility tenants, their employees and customers and to designate discrete areas for employee parking. If Lessee or its employees fail to park their cars in the designated areas, District may charge Lessee an amount established from time to time by District per car per day for each day or partial day that any car is parked in any area other than designated parking areas, together with any towing charges incurred by District in removing vehicles from unauthorized locations. All amounts due under this Section shall be payable within ten (10) days after District's demand.

ARTICLE IX. MARKETING AND ADVERTISING

9.1 Lessee Advertising. Beginning on the Commencement Date and continuing for the balance of the Lease Term, Lessee shall undertake advertising activities to advertise, market and promote Lessee's business conducted at the Premises, subject to provisions of Section 1.5.

9.2 Signage. All signs to be placed on the exterior of the Premises (in any part of the Facility or grounds, within or outside the boundaries of the District), other than those wholly within the Premises, shall be approved in advance by District. District will consider signage (including billboards) after a preliminary design is submitted in keeping with District standards.

9.3 No Use of Name. Lessee will not use or issue any promotional advertising, or other material using District's name without first obtaining District's prior written approval thereof.

ARTICLE X. POSSESSION AND OPERATION OF PREMISES

10.1 Duties and Prohibited Conduct. Lessee shall not use, or knowingly permit any invitee or other person to use, the Premises for the sale or display of, or for any activity involving, pornography, nudity, violence, drug paraphernalia, or any goods and/or services and/or conduct which, in the sole discretion of District, are inconsistent with the image of a community-oriented club establishment, or for a massage parlor, adult bookstore or second-hand store or for the conduct of an auction, distress, fire, bankruptcy or going-out-of-business sale. Lessee shall not cause or permit waste to occur in the Premises, or overload any floor, or abuse the plumbing in the Premises. Lessee shall keep the Premises and every part thereof in a clean and wholesome condition, free from any objectionable noise, music volumes, lights, odors or nuisances, which may be detected from outside

the Premises (unless approved by District in writing in advance), shall comply with all requirements of all governmental authorities, and shall conduct its activities in a manner which is environmentally sound. Unless otherwise permitted by the Lease or approved by the District in writing: (i) Lessee shall keep no live animals of any kind in the Premises; (ii) Lessee shall not, without prior written approval from District, display or sell merchandise, or place carts, portable signs, devices or any other objects, outside the defined exterior walls or roof and permanent doorways of the Premises; (iii) Lessee shall not erect or install any aerial antenna or "dish" (provided other facilities are available at a reasonable cost to Lessee for the reception of programming transmitted via satellite); (iv) Lessee shall not solicit or distribute material in any manner in any of the Common Areas of the Facility; and (v) Lessee shall not sell merchandise from vending machines or allow any coin- or token-operated vending, video, pinball or gaming machines in the Premises.

ARTICLE XI. LESSEE'S CONDUCT OF BUSINESS.

11.1 Operating Covenants. Lessee covenants and agrees that it will, throughout the Lease Term and without interruption (except for approved renovations with scheduled "down time"), from and after its initial opening of the Premises for business: (i) operate and conduct within the Premises the business which it is permitted to operate and conduct under the provisions hereof, except while the Premises are un-tenantable by reason of fire or other casualty; and (ii) maintain within the Premises an adequate stock of merchandise together with sufficient personnel and Personal Property (defined in Section 13.1) to service and supply the usual and ordinary requirements of its customers.

Lessee acknowledges that the Facility is intended to provide only first class service and food service for the patrons of the Facility and that Lessee will operate and conduct all aspects of its operations in accordance with this standard. Prior to the commencement of the Lease Term, Lessee shall provide the names and contact information of the manager, assistant manager(s) and any other key employees(s) hired by Lessee (or its agents) for its business operations.

Lessee shall pay all bills and costs related to its operation of the Premises as and when they come due, or shall arrange for such payment to avoid the disruption or cancellation of any utility or other services required to be paid by Lessee under this Lease or the continuous operation of the Premises. Lessee's failure to pay or its inability to pay its vendors, shall constitute a default under this Lease.

Lessee shall insure that the Premises are locked and safeguarded after regular business hours, and shall maintain proper and appropriate staffing to safeguard the Premises throughout regular business hours.

11.2 Operating Days and Hours. Recognizing that it is in the interests of both Lessee and District to have regulated hours of business for all of the Facility, Lessee shall, commencing with the opening for business by Lessee in the Premises and for the remainder of the Lease Term, be open for business throughout the Lease Term in accordance with the operating requirements described in Section 1.6 above, which are subject to change by mutual agreement of the parties hereto. The foregoing provisions shall be subject to any governmental regulations which may govern the operation or business of District or Lessee.

11.3 Personnel Dress Code. The Lessee shall ensure that employees working on the Premises shall wear uniforms or professional attire at all times that conform to safe work practices and the proper professional work environment for a similarly quality restaurant in Palm Beach County, Florida. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, as reasonably determined by the District, shall be strictly prohibited.

11.4 Patron Dress Code. The Lessee shall ensure that patrons of the Restaurant shall wear appropriate attire at all times. Patrons shall wear shirts at all times and shall wear footwear that conforms to appropriate attire. Lessee may establish a more stringent patron dress code suitable for the Premises if Lessee deems such necessary or prudent.

11.5 Personnel Background Checks and Conduct. Lessee shall obtain, or cause to be obtained, at its own cost for each individual Lessee employs on the Premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator or investigation company, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within Lessee's industry for a high quality clubhouse restaurant. Lessee shall maintain a copy of said background check on file so long as the subject individual remains in Lessee's employ, and Lessee shall make all background checks available for District's review upon request. The Lessee shall enforce strict discipline and good order among its employees on the Premises.

11.6 Change of Trade Name. Lessee may elect to change the trade name associated with the operation of the restaurant business on the Premises, but District's prior written approval of any such change or use of an alternate trade name shall be required before Lessee institutes such change or use.

ARTICLE XII. LESSEE'S EQUIPMENT MAINTENANCE OBLIGATION

12.1 Major Equipment; Routine vs. Capital Responsibility.

(a) Routine Maintenance (Lessee). Lessee shall be responsible, at Lessee's expense, for routine and periodic maintenance of the Major Equipment consistent with manufacturer recommendations and customary restaurant standards. Without limiting the foregoing, Lessee shall maintain, at its expense, (i) a grease trap service and used cooking oil removal program, and (ii) a reasonable preventive maintenance program for the hood system and ice machines. Lessee shall be responsible for repairs to Major Equipment to the extent caused by Lessee's misuse, negligence, or willful misconduct.

(b) Capital Repairs and Replacement (District). District shall be responsible, at District's expense, for (i) replacement of Major Equipment that is beyond economic repair due to age, ordinary wear and tear, or latent defects, and (ii) non-routine repairs to Major Equipment not caused by Lessee. For purposes of this Lease, "Capital Repair" means any single repair to a Major Equipment item with an estimated cost in excess of One Thousand Five Hundred Dollars (\$1,500.00), excluding routine preventive maintenance.

(c) Notice and Timing. Lessee shall promptly notify District of any Major Equipment condition that materially impairs operations. District shall, within five (5) business days after

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receipt of notice, approve the proposed Capital Repair or replacement (or provide a reasonable written alternative plan) and shall commence such work within a commercially reasonable time, taking into account vendor availability and any public procurement requirements applicable to District.

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(d) Operational Impact. If a Major Equipment failure (not caused by Lessee) materially prevents Lessee from conducting the Permitted Use and District does not timely commence cure under subsection (c) above (or within a reasonable time in an emergency), Rent shall abate in accordance with Section 5.4 for the period of material interruption.

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Lessee shall operate and maintain, in a commercially reasonable manner, any and all of District's kitchen and/or bar equipment including, but not limited to, kitchen and cooking appliances, cooking and food service equipment, ice machines, coolers, freezers, steamers and hood systems (the "Major Equipment"). In addition, Lessee shall, within thirty (30) days of the beginning of the Lease Term and at Lessee's sole expense, enter into preventative maintenance contracts providing for periodic inspection and preventative/corrective maintenance or repair of the Major Equipment (with copies of such contracts being provided to District), which contracts Lessee shall keep in force during the entirety of the Lease Term. Said preventative maintenance contracts shall provide for inspection, cleaning, and service of ice machines no less than once every six months, and for inspection and service of all other Major Equipment no less than once every twelve months. Lessee shall be responsible for all costs and expenses associated with the maintenance and repair of the Major Equipment unless it is determined, in District's reasonable discretion that repairs to a certain piece or pieces of Major Equipment are not feasible or that such piece or pieces of Major Equipment are beyond reasonable repair. If District makes such a determination, and a piece or pieces of Major Equipment need to be replaced, the District shall do so at its expense. Lessee shall also, within thirty (30) days of the beginning of the Lease Term and at Lessee's sole expense, enter into a service contract with a professional and licensed service provider for the periodic and regular removal of all used cooking oil from, and the cleaning of all grease traps located on, the Premises.

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ARTICLE XIII. PERSONAL PROPERTY

13.1 Lessee's Personal Property. All of Lessee's trade fixtures, furniture, furnishings, signs and other personal property not permanently affixed to the Premises (collectively, the "Personal Property") must be of a quality consistent with the Facility when installed in or attached to the Premises, and any such Personal Property shall remain the property of Lessee. Provided Lessee has not failed to timely cure an Event of Default, Lessee shall have the right to remove any or all of its Personal Property which it may have stored or installed in the Premises; provided if the Lease is still in effect Lessee shall immediately replace the same with similar Personal Property of comparable or better quality. At District's option, District may require Lessee to remove any and all Personal Property from the Premises upon the expiration of the Lease. Lessee shall, at its expense, immediately repair any damage occasioned to the Premises by reason of the removal of any Personal Property.

13.2 District's Personal Property. District currently owns and keeps on the Premises various items of personal property, a list of which is attached hereto as Exhibit C ("District's Inventory"). Following the execution of this Lease by both parties, District shall purchase the equipment listed in Exhibit E ("New Equipment"). Upon purchase, the New Equipment shall become a part of District's Inventory and all terms and conditions applying to District's Inventory hereunder,

including maintenance obligations, shall apply to the New Equipment. By executing this Lease, Lessee specifically acknowledges that Exhibit C is a complete and accurate list of District's personal property located or kept on the Premises. District's Inventory is and shall at all times remain property of the District. District's Inventory List shall be updated at the conclusion or earlier termination of the Lease Term hereunder, and Lessee shall be responsible, subject to Article XII herein, for the replacement/repair cost of any missing, damaged or otherwise unfit items.

ARTICLE XIV. ALTERATIONS AND IMPROVEMENTS

14.1 Lessee's Alterations. At Lessee's own expense, and after receiving prior written approval from District (which may be granted or withheld in District's sole discretion), Lessee may, from time to time, make such permanent and nonstructural alterations, replacements, additions, changes and/or improvements (collectively, the "Alterations") to the Premises as Lessee may find desirable or convenient for its purposes, provided that the value of the Premises is not thereby diminished. Lessee shall reimburse District for all out-of-pocket costs and expenses (including any architect and/or engineer fees) District incurs in approving or disapproving Lessee's plans for Alterations.

14.2 Lessee's Construction Requirements. All Alterations, after receiving District's approval as required above, shall be made under the supervision of a competent Florida-licensed and insured contractor, architect, or Florida-registered professional engineer, as applicable, and District may require that such Alterations must be made in accordance with signed and sealed plans and specifications prepared and constructed in conformity with all applicable laws, codes and regulations and industry standard structural, mechanical, electrical, design and quality standards, requirements and/or criteria. Such plans and specifications, if required by District, shall be submitted to District for its approval prior to commencement of the work, in accordance with such procedures as District shall reasonably specify. Upon the expiration or earlier termination of this Lease, such Alterations (unless they comprise Personal Property) shall not be removed by Lessee but shall become a part of the Premises. In performing the work of any such Alterations, Lessee shall have the work performed in such manner as not to obstruct access to the Premises of any other lessee in the Facility.

ARTICLE XV. CONTRACTORS' OR MECHANICS' LIENS

15.1 Liens, Generally. Lessee shall not create or cause to be imposed, claimed or filed upon the Premises, or any portion thereof, or upon the interest of District therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Lessee, any such lien, charge or encumbrance shall be imposed, claimed or filed, Lessee shall, at its sole cost and expense, within twenty (20) days following written notice from District, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Lessee shall indemnify and save and hold District harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and there from. In the event that Lessee shall fail to comply with the foregoing provisions of this Section 15.1, District shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Lessee agrees to reimburse District, upon demand and as Additional Rent, for all sums so paid and for all costs and expenses reasonably incurred by District in connection therewith, together with interest thereon, until paid.

15.2 Mechanics Liens. District's interest in the Premises shall not be subjected to liens of any nature by reason of Lessee's construction, alteration, renovation, repair, restoration, replacement or reconstruction of any improvements or equipment on or in the Premises, or by reason of any other act or omission of Lessee (or of any person claiming by, through or under Lessee) including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Lessee are hereby placed on notice that such persons shall not look to District or to District's credit or assets (including District's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or reconstruction thereof by or on behalf of Lessee. Lessee has no power, right or authority to subject District's interest in the Premises to any mechanics or materialmen's lien or claim of lien. If a lien, a claim of lien or an order for the payment of money shall be imposed against the Premises on account of work performed, or alleged to have been performed, for or on behalf of Lessee, Lessee shall, within thirty (30) days after written notice of the imposition of such lien, claim or order, cause the Premises to be released therefrom by the payment of the obligation secured thereby or by furnishing a bond or by any other method prescribed or permitted by law. If a lien is released, Lessee shall thereupon furnish District with a written instrument of release in form for recording or filing in the appropriate office of land records of Palm Beach County, Florida, and otherwise sufficient to establish the release as a matter of record.

15.3 Contest of Liens. Lessee may, at its option, contest the validity of any lien or claim of lien if Lessee shall have first posted an appropriate and sufficient bond in favor of the claimant or paid the appropriate sum into court, if permitted by law, and thereby obtained the release of the Premises from such lien. If judgment is obtained by the claimant under any lien, Lessee shall pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired without appeal having been taken. Lessee shall, at its own expense, defend the interests of Lessee and District in any and all such suits (with Lessee selecting counsel for the handling of such defense, subject to District's reasonable approval); provided, however, that District may, at its election, engage at its own expense its own counsel and assert its own defenses, in which event Lessee shall cooperate with District and make available to District all information and data which District deems necessary or desirable for such defense.

15.4 Notices of Commencement of Construction. Prior to commencement by Lessee of any work on the Premises which shall have been previously permitted by District as provided in this Lease, Lessee shall record or file a notice of the commencement of such work (the "Notice of Commencement") in the public records of the Palm Beach County, Florida, identifying Lessee as the party for whom such work is being performed, stating such other matters as may be required by law and requiring the service of copies of all notices, liens or claims of lien upon District. Any such Notice of Commencement shall clearly reflect that the interest of Lessee in the Premises is that of a leasehold estate and shall also clearly reflect that the interest of District as the fee simple owner of the Premises shall not be subject to mechanics or materialmen's liens on account of the work which is the subject of such Notice of Commencement. A copy of any such Notice of Commencement shall be furnished to and approved by District and its attorneys prior to the recording or filing thereof, as aforesaid.

ARTICLE XVI. REPAIRS AND MAINTENANCE

16.1 Lessee's Obligations. In addition to Lessee's equipment maintenance obligations

contained in Article XII, Lessee shall at all times repair, maintain in good and tenable condition and replace, as necessary, the Premises and every part thereof, including all equipment, appliances and District's Inventory. All replacements made by Lessee in accordance with this Section 16.1 shall be of like size, kind and quality to the items replaced as they existed when originally installed. Lessee shall also keep, or cause to be kept, the Premises in a neat, clean and orderly condition through the provision of janitorial services as required by Section 1.11. Any non-compliance with Lessee's obligations hereunder, determined at District's sole and reasonable discretion, shall be remedied at Lessee's sole expense.

16.2 District's Obligations. Subject to Sections 8.3 and 16.1, District shall repair, maintain in good and tenable condition and replace, as necessary, the roof, exterior walls and structural parts of the Premises (including the structural floors) and all meters (unless installed by Lessee), pipes, conduits, equipment (including air conditioning), components and facilities that supply the Premises with utilities installed by District (except as the appropriate utility company has assumed these duties); provided that District shall not be required, and Lessee shall be required, to make repairs necessitated by reason of the gross negligence or willful misconduct of Lessee and its employees and agents; or improvements to the Premises made by Lessee's contractors and service providers who are separately insured. District shall have no obligation to repair, replace or maintain the Premises or the mechanical equipment exclusively serving the Premises at any time, except as this Lease expressly provides.

16.3 Right to Enter. Lessee shall permit District or its authorized representatives, upon reasonable notice (except in the case of an emergency or threatened emergency or a default or threatened default under this Lease in which case no notice shall be required), to enter the Premises at any time to inspect the same, perform periodic inspections to insure compliance under Section 16.1, to perform its duties under Section 16.2, and to perform any work therein that District may reasonably deem necessary. No exercise by District of any rights reserved in this Section 16.3 shall entitle Lessee to any compensation, damages or abatement of rent from District for any injury or inconvenience occasioned thereby. District will endeavor in good faith to exercise the foregoing right to enter when the business operated from the Premises is closed to the public.

16.4 District's Liability. District shall be responsible for failure to keep the Premises in repair, provided District is obligated to make such repairs under the terms hereof and further provided that notice of the need for repairs has been given to District, a reasonable time has elapsed and District has failed to make such repairs. District shall also be responsible for its gross negligence or willful misconduct in performing any repairs that District undertakes hereunder. District shall not be liable to Lessee, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Lessee's business, based on, arising out of or resulting from any cause whatsoever, including, but not limited to (a) repairs to any portion of the Premises; (b) interruption in Lessee's use of the Premises; (c) any accident or damage resulting from the use or operation (by District, Lessee or any other person or persons) of any equipment within the Premises, including without limitation, heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Lease by reason of the condemnation or destruction of the Premises in accordance with the provisions of this Lease; (e) any fire, robbery, theft, mysterious disappearance or other casualty; (f) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Premises, or from drains,

pipes or plumbing fixtures in the Improvements. Any goods, property or personal effects stored or placed by the Lessee or its employees in or about the Premises shall be at the sole risk of the Lessee.

16.5 Personal Property. All personal property placed or moved into the Premises above described shall be at risk of the Lessee or owner thereof and District shall not be liable for any damage to said personal property or to the Lessee arising from but not limited to the bursting or leaking of water pipes, or from any act of negligence of any co-lessee or occupants of the building or of any other person whomsoever.

ARTICLE XVII. INDEMNITY; INSURANCE

17.1 Indemnity. Except to the extent that the acts, omissions and other conduct of District contribute to its loss or damage, as hereinafter described, Lessee shall defend, insure, indemnify and save and hold District harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by District, arising directly or indirectly from or out of (i) any accident, injury or damage which shall happen at, in or upon the Premises, however occurring; (ii) any matter or thing arising out of the condition, occupation, maintenance, alteration, repair, use or operation by any person of the Premises, or any part thereof, or the operation of the business contemplated by this Lease to be conducted thereon, thereat, therein, or therefrom; (iii) any failure of Lessee to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority; (iv) any contamination of the Premises, or the groundwaters thereof, arising on or after the date Lessee takes possession of the Premises and occasioned by the use, transportation, storage, spillage or discharge thereon, therein or therefrom of any toxic or hazardous chemicals, compounds, materials or substances, whether by Lessee or by any agent or invitee of Lessee; (v) any discharge of toxic or hazardous sewage or waste materials from the Premises into any septic facility or sanitary sewer system serving the Premises arising on or after the date Lessee takes possession of the Premises, whether by Lessee or by any agent of Lessee; or (vi) any other act or omission of Lessee, its employees, agents, invitees, customers, licensees or contractors. Lessee's obligations under this Section 17.1 arising prior to the termination of this Lease shall survive any such termination.

Nothing herein shall cause or be construed as a waiver of the District's sovereign immunity or limitations on liability beyond any limited waiver granted pursuant to Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17.2 Lessee's Insurance Obligation. Lessee will throughout the Lease Term (and any other period when Lessee is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises in the amounts specified and in the form hereinafter provided for:

- (a) Commercial General Liability Insurance. Commercial general liability insurance covering claims arising from bodily injury and property damage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Premises or arising out of the maintenance,

use or occupancy thereof. The liability policy also shall cover, but not be limited to, the contractual liabilities of the Lessee arising from this Lease.

(b) Excess Liability Insurance. Lessee shall also carry and maintain umbrella liability insurance with a limit of not less than \$2,000,000.00 per occurrence.

(c) Property Insurance. Extended or broad form coverage property insurance with coverage equal to not less than eighty percent (80%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Lessee, and all other contents located or placed in the Premises. In the event any casualty occurs, Lessee agrees to pay the difference between the insurance coverage required to be maintained by this subsection 17.2(c) and an insurance policy offering coverage of one hundred percent (100%) of the full replacement value of the property described in this subparagraph.

(d) Workers' Compensation and Employers' Liability Insurance. Worker's Compensation Insurance covering all employees of Lessee, as required by the laws of the State of Florida, and Employers Liability coverage subject to a limit of no less than \$100,000.00 each employee, \$100,000.00 each accident, and \$500,000.00 policy limit.

(e) Liquor Liability/Dram Shop Insurance. Lessee shall provide liquor liability insurance in amounts of not less than those described in subsection 17.2(a) above relating to liability insurance, covering the full amount of potential liability from time to time provided or imposed upon the sellers of alcoholic beverages under the laws of the State of Florida and fully protecting both Lessee and District in connection with any such sales, service or consumption of alcoholic beverages.

(f) Other Insurance. In addition, Lessee shall, at District's request, provide, keep and maintain in full force and effect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those contemplated by this Lease to be conducted by Lessee on the Premises.

(g) Form of Policies. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Florida and with a rating of at least "A- 7" in Best's Key Rating Guide, or as otherwise acceptable to the District. All such policies (except to the extent inconsistent with the type of policy) shall contain cross-liability endorsements and shall name District, and such additional individuals or entities as District shall from time to time reasonably designate, as "Additional Insureds." **Executed copies of such policies of insurance or certificates thereof shall be delivered prior to the commencement of this Lease and, thereafter, executed copies of renewal policies or certificates thereof shall be delivered to District within thirty (30) days prior to the expiration of the term of each such policy.** If the Lessee fails to take out or to keep in force any insurance referred to in this Article XVII, then the District has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Lessee, and all outlays by the District shall be paid by the Lessee to the District without prejudice to any other rights or remedies of the District under this Lease. The Lessee shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises.

Notwithstanding the foregoing, Lessee may cause any of the policies which it maintains to carry such deductibles as are commercially reasonable, but in no event shall such deductibles exceed \$15,000 per incident, without District's prior written consent. Lessee shall be responsible for paying any additional premiums charged by its insurer(s) for all coverage.

ARTICLE XVIII. RECONSTRUCTION

18.1 Insured Casualty. If the Premises are damaged by fire or other perils covered by District's insurance:

(a) Repair of Damage. As soon as is reasonably possible, but not later than one hundred eighty (180) days after the date of such damage, District shall commence repair, reconstruction and restoration (collectively, "Reconstruction") of that portion of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or

(b) Damage Near End of Term. In the event of partial or total destruction of the Premises during the last one (1) year of the Lease Term, District and Lessee shall each have the option to terminate this Lease on notice to the other of exercise thereof within thirty (30) days after such destruction.

In either event described in this Section 18.1, should the subject repairs have a material adverse impact upon the ability of Lessee to conduct its regular on-going business operations at the Premises and the repairs cannot be completed or are not reasonably capable of being completed within eighteen (18) months following the casualty or are not, in fact, completed within such eighteen (18) month period, Lessee may at its option elect to terminate the remaining Term of this Lease on the basis set forth in Section 18.5.

18.2 Uninsured Casualty. ~~If the Premises are damaged by a casualty not covered by insurance or self-insurance required to be maintained by District, District shall notify Lessee in writing within thirty (30) days after the casualty whether District will restore the Premises. If District elects to restore, District shall commence restoration within sixty (60) days after the casualty (subject to force majeure and any required governmental approvals) and shall diligently pursue completion. If District elects not to restore, or fails to commence restoration within such sixty (60) day period, then Lessee may terminate this Lease by written notice delivered within ten (10) days after District's election not to restore or the expiration of such sixty (60) day period (as applicable), with termination effective ten (10) days after notice. If District elects to restore and timely commences restoration, but restoration is not substantially complete within one hundred eighty (180) days after commencement (subject to force majeure), then Lessee may terminate this Lease by written notice, with termination effective ten (10) days after notice unless substantial completion occurs before the effective termination date.~~ If the Premises are damaged by any casualty not covered by the insurance or self-insurance that District is required to maintain, District shall have the election, and shall, within one hundred eighty (180) days following the date of such damage, give Lessee notice of District's election to either (i) commence Reconstruction of that portion of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect, or (ii) not to perform such Reconstruction of such portion of the Premises, in which event this Lease shall cease and terminate not later than sixty (60) days after District's notice of its election to terminate.

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18.3 Release of Liability. Upon any termination of this Lease under any of the provisions of this Article XVIII, the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to District, except for obligations which have theretofore accrued and are then unpaid. In the event of termination, District and Lessee shall share in the proceeds from Lessee's insurance (including deductibles) maintained pursuant to Section 17 as their respective interests may appear.

18.4 Abatement of Rent. ~~During any period that the Premises (or a material portion thereof) are untenantable or Lessee is materially prevented from conducting the Permitted Use due to a casualty or required reconstruction not caused by Lessee, Rent shall equitably abate in proportion to the impairment of use for the duration of such impairment. Lessee shall not be required to continue operations during such period to the extent commercially impracticable. Nothing herein limits Lessee's termination rights expressly provided in this Lease. In the event of Reconstruction of the Premises as herein provided, Lessee shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Lessee to pay Percentage Rent, Taxes, Overhead Charges and Additional Rent shall remain in full force and effect. Lessee shall not be entitled to any compensation or damages from District for loss of use of the whole or any part of the Premises, Improvements, Personal Property, the building of which the Premises are a part, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.~~

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18.5 Major Destruction. Notwithstanding of any of the foregoing provisions of this Article XVIII, if the Facility is damaged to an extent of at least thirty-three and one-third percent (33-1/3%) of the Premises' full replacement cost as of the date of destruction, District shall have the right to terminate this Lease by giving notice of such termination to Lessee within ninety (90) days after such destruction.

ARTICLE XIX. MORTGAGES AND SUB-LEASING

19.1 Prohibitions.

(a) Mortgages. Lessee shall not enter into any Mortgage of its leasehold interest in the Premises without the prior written consent of District, which consent may be withheld by District in its sole discretion.

(b) Sub-leasing. Lessee shall not sublease the Premises, in whole or in part, without the prior written consent of District, which consent may be withheld by District in its sole discretion.

ARTICLE XX. SECURITY DEPOSIT

20.1 On or before the Effective Date, Lessee shall deposit with District the sum specified in Section 1.6 as the Security Deposit hereunder. The Security Deposit shall be held by District without liability for interest as security for the full and faithful performance by Lessee of all its obligations under this Lease. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Lessee without District's prior written consent.

20.2 If any of the Rent herein reserved or any other sum payable by Lessee to District shall be overdue or paid by District on behalf of Lessee, or if Lessee shall fail to perform any of its other obligations under this Lease, then District may, at its option and without prejudice to any other remedy which District may have on account thereof, appropriate and apply said entire Security Deposit to the sums then due or past due from Lessee. Should Lessee comply with all of said obligations and promptly pay all the rents when due and all other sums payable by Lessee to District, said Security Deposit shall be refunded in full to Lessee no later than thirty (30) days after Lessee has surrendered possession of the Premises to District at the expiration or earlier termination of Lease Term. If District claims deductions against the Security Deposit, District shall return any remaining portion to Lessee within such thirty (30) day period. In the event of bankruptcy or other debtor-creditor proceedings against Lessee, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due District for the earliest periods prior to the filing of such proceedings.

ARTICLE XXI. DEFAULTS BY LESSEE; REMEDIES

21.1 Default. Each of the following events shall be an Event of Default hereunder by Lessee and shall constitute a breach of this Lease:

(a) Monetary Defaults. Failure to pay any undisputed Rent when due shall be an Event of Default only if such failure continues for ten (10) business days after Lessee's receipt of written notice from District specifying the amount due.

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If Lessee shall fail to pay, when due, any Rent or portion thereof, or any other sum or amount due to District from Lessee hereunder, and such failure shall continue for a period of five (5) days after the date on which District provides written notice to Lessee thereof,

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(b) Non-Monetary Defaults. A material failure to perform a covenant (other than payment) shall be an Event of Default only if such failure continues for thirty (30) days after Lessee's receipt of written notice describing the default in reasonable detail; provided that if the default cannot reasonably be cured within thirty (30) days, Lessee shall not be in default if Lessee commences cure within such period and thereafter diligently prosecutes cure to completion. If Lessee shall violate or fail to comply with or perform any other term, provision, covenant, agreement or condition to be performed or observed by Lessee under this Lease, and such violation or failure shall continue for a period of fifteen (15) days after written notice thereof from District or, if such non-monetary default cannot reasonably be accomplished within fifteen (15) days, Lessee

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shall have a reasonable period of time to cure such default, provided the cure is commenced within said fifteen (15) day period and is thereafter aggressively pursued to completion by Lessee.

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(c) Temporary Closure. Temporary interruption of operations due to casualty, force majeure, equipment failure not caused by Lessee, governmental order, or District-performed work shall not constitute an Event of Default. For voluntary closures (e.g., seasonal adjustment, menu changeover, staffing transition), Lessee may close the Restaurant for up to fourteen (14) consecutive days, not more than twice per Lease year, upon prior written notice to District. If Lessee ceases the actual and continuous operation of the business contemplated by this Lease to be conducted by Lessee upon the Premises (unless such cessation in operation is permitted pursuant to the terms of this Lease). Any permitted cessation of business operations for a period exceeding five (5) days, without prior written approval of District, shall constitute an Event of Default.

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(d) If, at any time during the Lease Term, Lessee files in any court, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Lessee's property, including, without limitation, its leasehold interest in the Premises, or if Lessee makes an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors, or if, at any time during the Lease Term, there is filed against Lessee in any courts pursuant to any statute of the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Lessee's property, including, without limitation, its leasehold interest in the Premises, and any such proceeding against Lessee is not dismissed within sixty (60) days following the commencement thereof.

(e) If Lessee's leasehold interest in the Premises or property therein is seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Lessee's leasehold interest in the Premises is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

21.2 Remedies on Default. Upon an Event of Default that remains uncured after the applicable notice and cure period, District shall have the rights and remedies available at law or in equity, which shall be exercised in good faith and in a commercially reasonable manner, and subject to the following limitations:

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(a) No Self-Help; Lawful Process. District shall not re-enter the Premises or dispossess Lessee by self-help, and any recovery of possession shall be pursued only to the extent permitted by applicable law through appropriate legal proceedings.

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(b) Termination; Amounts Recoverable. District may terminate this Lease by written notice to Lessee and recover from Lessee only (i) all Rent and other sums accrued and unpaid through the effective date of termination, and (ii) District's actual, direct damages proven to result from the default, in each case less amounts actually received by District from any replacement occupant and subject to District's duty to mitigate as set forth below. Attorneys' fees and court costs shall

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~~be recoverable only by the prevailing party in any action or proceeding.~~

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~~(c) Re-Letting; Mitigation; Application of Rents. If District elects to re-let the Premises (whether after termination or following a recovery of possession), District shall use commercially reasonable efforts to mitigate damages by attempting to re-let the Premises on commercially reasonable terms. Net rents received from any re-letting shall be applied first to reasonable out-of-pocket costs of re-letting (including reasonable brokerage commissions and reasonable attorneys' fees actually incurred in connection with the re-letting), and then to amounts due from Lessee. Lessee shall be responsible only for any deficiency as and when Rent would have become due under this Lease, and District shall not be entitled to duplicate recovery for the same period.~~

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~~(d) No Acceleration. Acceleration of Rent and other sums is deleted and shall not apply, and District's recovery, if any, for future periods shall be limited to amounts otherwise permitted under applicable law after giving effect to District's mitigation obligations and actual replacement rents.~~

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~~(e) District May Cure Lessee Defaults. If Lessee defaults in the performance of any non-monetary obligation and fails to cure within the applicable cure period after notice, District may (except in an emergency) perform such obligation for Lessee's account after giving Lessee written notice and a reasonable opportunity to perform. Lessee shall reimburse District for reasonable, documented, out-of-pocket costs actually incurred (without markup), which reimbursement shall constitute Additional Rent and shall be due within thirty (30) days after invoice. In an emergency threatening imminent injury to persons or material damage to property, District may act without prior notice and shall notify Lessee as soon as reasonably practicable thereafter.~~

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~~(f) No Contractual Lien; No Seizure/Sale of Personal Property. The contractual lien and any right to take possession of or sell Lessee's personal property shall not apply. District's rights, if any, with respect to Lessee's personal property shall be only those expressly provided by applicable law and only through lawful process.~~

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~~(g) Rights Cumulative; No Waiver. Acceptance of late or partial payments shall not constitute a waiver of District's rights with respect to a then-existing default unless District expressly agrees in writing, and District's remedies shall be cumulative to the extent permitted by law, subject to the limitations set forth above.~~

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~~21.2 Upon an Event of Default that remains uncured after the applicable notice and cure period, District shall have the rights and remedies available at law or in equity, exercised in good faith and in a commercially reasonable manner, subject to the limitations below. If any Event of Default hereinabove specified shall occur, District, at any time thereafter, shall have and may exercise any of the following rights and remedies:~~

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~~(a) District may, pursuant to written notice thereof to Lessee, terminate this Lease and, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for District's own account and, for Lessee's breach of and default under this Lease, recover immediately from Lessee any and all Rent and other sums and damages due or in existence at the time of such termination, including, without limitation (i) all Rent and other sums, charges, payments, costs and expenses agreed and/or required to be paid by Lessee to District hereunder, (ii) all costs and expenses of District in connection with the recovery of possession of the Premises, including reasonable attorneys'~~

fees and court costs, and (iii) all costs and expenses of District in connection with any re-letting or attempted re-letting of the Premises or any part or parts thereof, including, without limitation, brokerage fees, attorneys' fees and the cost of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts thereof.

(b) — District may, pursuant to any prior notice required by law and without terminating this Lease, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Lessee, make such alterations of and repairs to the Premises as may be reasonably necessary in order to re-let the same or any part or parts thereof and re-let or attempt to re-let the Premises or any part or parts thereof for such term or terms (which may be for a term or terms extending beyond the Lease Term), at such rents and upon such other terms and provisions as District, in its sole but reasonable discretion, may deem advisable. If District re-lets or attempts to re-let the Premises, District shall be the sole judge as to the terms and provisions of any new lease or sublease and of whether or not a particular proposed new lessee or sub-lessee is acceptable to District. Upon any such re-letting, all rents received by the District from such re-letting shall be applied (a) first, to the payment of all costs and expenses of recovering possession of the Premises, (b) second, to the payment of any costs and expenses of such re-letting, including brokerage fees, attorneys' fees and the cost of any alterations and repairs reasonably required for such re-letting, (c) third, to the payment of any indebtedness, other than Rent, due hereunder from Lessee to the District, (d) fourth, to the payment of all Rent and other sums due and unpaid hereunder, and (e) fifth, the residue, if any, shall be held by the District and applied in payment of future Rents and other sums as the same may become due and payable hereunder. If the rents received from such re-letting during any period shall be less than that required to be paid during that period by the Lessee hereunder, Lessee shall promptly pay any such deficiency to the District and failing the prompt payment thereof by Lessee to District, District shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency shall be calculated and paid at the time each payment of Rent and other sum shall otherwise become due under this Lease, or, at the option of District, at the end of the Lease Term. In addition, District shall be immediately entitled to sue for and otherwise recover from Lessee any other damages occasioned by or resulting from any abandonment of the Premises or other breach of or default under this Lease other than a default in the payment of Rent. No such re-entry, retaking or resumption of possession of the Premises by the District for the account of Lessee shall be construed as an election on the part of District to terminate this Lease unless a written notice of such intention shall be given to the Lessee or unless the termination of this Lease be decreed by a court of competent jurisdiction. Notwithstanding any such re-entry and re-letting or attempted re-letting of the Premises or any part or parts thereof for the account of Lessee without termination, District may at any time thereafter, upon written notice to Lessee, elect to terminate this Lease or pursue any other remedy available to District for Lessee's previous breach of or default under this Lease.

(c) — District may, without re-entering, retaking or resuming possession of the Premises, sue for all Rent and all other sums, charges, payments, costs and expenses due from Lessee to District hereunder either (i) as they become due under this Lease, taking into account that Lessee's right and option to pay the Rent hereunder in any particular Lease year is conditioned upon the absence of a default on Lessee's part in the performance of its

obligations under this Lease, or (ii) at District's option, accelerate the maturity and due date of the whole or any part of the Rent for the entire then remaining unexpired balance of the Lease Term, as well as all other sums, charges, payments, costs and expenses required to be paid by Lessee to District hereunder, including without limitation damages for breach or default of Lessee's obligations hereunder in existence at the time of such acceleration, such that all sums due and payable under this Lease shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration, as such aggregate sum then reduced to its net present value and which sum shall be offset by the net rents which can then be reasonably anticipated to accrue to District during the balance of the Lease Term by the exercise of commercially reasonable efforts by District to re-lease the Premises following such termination. District may then proceed to recover and collect all such net sums so sued for from Lessee by distress, levy, and execution or otherwise. Regardless of which of the foregoing alternative remedies is chosen by District under this subparagraph (c), District shall not be required to re-let the Premises nor exercise any other right granted to District pursuant to this Lease, nor shall District be under any obligation to minimize or mitigate District's damages or Lessee's loss as a result of Lessee's breach of or default under this Lease. In addition to the remedies hereinabove specified and enumerated, District shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not herein provided. Accordingly, the mention in this Lease of any particular remedy shall not preclude District from having or exercising any other remedy at law or in equity. Nothing herein contained shall be construed as precluding the District from having or exercising such lawful remedies as may be and become necessary in order to preserve the District's right or the interest of the District in the Premises and in this Lease, even before the expiration of any notice periods provided for in this Lease, if under the particular circumstances then existing the allowance of such notice periods will prejudice or will endanger the rights and estate of the District in this Lease and in the Premises.

21.3 — District May Cure Lessee Defaults. If there is an Event of Default by Lessee in the performance of any term, provision, covenant or condition on its part to be performed hereunder, District may, after notice to Lessee and a reasonable time to perform after such notice (or without notice if, in District's reasonable opinion, an emergency exists) perform the same for the account and at the expense of Lessee. If, at any time and by reason of such default, District is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum, or sums, together with interest thereon at the highest rate allowed under the laws of the State of Florida, shall be deemed Additional Rent hereunder and shall be repaid to District by Lessee promptly when billed therefore, and District shall have all the same rights and remedies in respect thereof as District has in respect of the rents herein reserved.

21.4 — District's Lien. District shall have at all times during the Lease Term a valid lien for all Rent and other sums of money becoming due hereunder from Lessee, upon all goods, wares, merchandise, inventory, furniture, fixtures, equipment, vehicles and other Personal Property and effects of Lessee situated in or upon the Premises, and such property shall not be removed therefrom without the approval and consent of District until all arrearages in Rent all other sums then due to District hereunder shall first have been paid and discharged in full. Upon the occurrence of any Event of Default by Lessee, District may, in addition to any other remedies provided herein

~~or by law, enter upon the Premises and take possession of any and all goods, wares, merchandise, inventory, furniture, fixtures, equipment, vehicles and other Personal Property and effects of Lessee situated in or upon the Premises without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property appraised, at which District or its assigns may purchase any of the same and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale, as a credit against any sums due by Lessee, and Lessee agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of security interests or in any other manner and form provided by law. The statutory lien for Rent, if any, is not hereby waived and the express contractual lien herein granted is in addition thereto and supplementary thereto. Lessee agrees to execute and deliver to District from time to time during the Lease Term such financing statements as may be required by District in order to perfect the District's lien provided herein or by law. Notwithstanding the foregoing, except to the extent expressly granted in Section 21.5, District's lien for Rent shall not extend to intangibles, memorabilia or proprietary properties utilized in the business operated by Lessee from the Premises and shall be subordinate to any purchase money security interest granted by Lessee in the personal property utilized by Lessee in the operation of the business in the Premises.~~

~~21.521.3 Rights Cumulative. The rights and remedies provided and available to District in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by District, shall be deemed to be in exclusion of any other.~~

ARTICLE XXII. DEFAULTS BY DISTRICT; REMEDIES

22.1 If District neglects or fails to perform or observe any of the terms, covenants or conditions contained in this Lease on its part to be performed or observed within thirty (30) days after District's receipt of written notice from Lessee of default or, when more than thirty (30) days shall be required to cure the default, if District shall fail to commence such cure within said thirty (30) day period or thereafter fail to proceed diligently to cure such default, then District shall be liable to Lessee for any and all damages sustained by Lessee as a result of District's breach.

ARTICLE XXIII. EMINENT DOMAIN

23.1 Complete Taking. If the whole of the Premises shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Premises shall be so taken or condemned that the portion or portions remaining is or are not sufficient and suitable, in the mutual reasonable judgment of District and Lessee, for the continued operation of the business contemplated by this Lease to be conducted thereon, therein or therefrom so as to effectively render the Premises un-tenantable, then this Lease and the term hereby granted shall cease and terminate as of the date on which the condemning authority takes possession and all Rent shall be paid by Lessee to District up to that date or refunded by District to Lessee if Rent has previously been paid by Lessee beyond that date.

23.2 Partial Taking. If a portion of the Premises is taken, and the portion or portions remaining can, in the mutual reasonable judgment of District and Lessee, be adapted and used for the conduct of Lessee's business operation, such that the Premises are not effectively rendered un-tenantable, then the District and the Lessee shall promptly restore their respective remaining portions thereof to a condition comparable to their condition at the time of such taking or

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condemnation, less the portion or portions lost by the taking, and this Lease shall continue in full force and effect except that the Rent payable hereunder shall, if necessary, be equitably adjusted to take into account the portion or portions of the Premises lost by the taking.

ARTICLE XXIV. SALE OR MORTGAGE BY DISTRICT

24.1 District may sell or convey its interest in and to the Facility and may assign this Lease to a successor owner or governmental entity. District shall provide Lessee written notice of any such assignment at least thirty (30) days prior to the effective date of assignment (or as soon as practicable if shorter notice is required by law). Any assignee shall expressly assume in writing all of District's obligations under this Lease accruing from and after the effective date of assignment.

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District shall not be released from liabilities arising from District's acts or omissions occurring prior to the effective date of assignment. District shall remain responsible for, and Lessee may pursue, any claims arising from such pre-assignment matters, subject to applicable sovereign immunity and other legal limitations.

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District shall transfer (or cause to be transferred) to the assignee all amounts held as the Security Deposit, together with an accounting to Lessee, and shall provide Lessee with the assignee's name and notice address for purposes of this Lease.

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~~24.1 Lessee agrees that District may at any time, sell or convey District's interest in and to the Facility, or any part thereof, and Lessee consents to District's assignment (or other conveyance) of its interest in this Lease to a new property owner or other interest holder. From and after a sale or other conveyance of District's interest in and to the Facility, or any part thereof, District shall be released from all liability to Lessee and Lessee's successors and assigns arising from this Lease, including liability for any act, occurrence or omission of the successor District occurring after such sale.~~

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ARTICLE XXV. ATTORNTMENT

25.1 Lessee shall and hereby agrees to attorn, and be bound under all of the terms, provisions, covenants and conditions of this Lease, to any successor of the interest of District under this Lease for the balance of the Lease Term remaining at the time of the succession of such interest to such successor. In particular, in the event that any proceedings are brought for the foreclosure of any mortgage or security interest encumbering or collateral assignment of District's interest in the Premises, or any portion thereof, Lessee shall attorn to the purchaser at any such foreclosure sale and recognize such purchaser as District under this Lease, subject, however, to all of the terms and conditions of this Lease. Lessee agrees that neither the purchaser at any such foreclosure sale nor the foreclosing mortgagee or holder of such security interest or collateral assignment shall have any liability for any act or omission of District, be subject to any offsets or defenses which Lessee may have as claim against District, or be bound by any advance Rents which may have been paid by Lessee to District for more than the current period in which such Rents come due.

ARTICLE XXVI. QUIET ENJOYMENT

26.1 District agrees that Lessee, upon paying the rent and performing the terms,

covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises from and after District's delivery of the Premises to Lessee in accordance with Section 3.5 until the end of the Lease Term, subject to the other provisions of this Lease.

ARTICLE XXVII. NOTICES AND CONSENTS

27.1 All notices, consents, approvals, requests, demands, releases, waivers, certifications, and other communications permitted or required to be given under, or referred to in, this Lease shall be in writing and shall be and deemed duly served or given: (i) when actually delivered, if delivered by overnight or other courier or delivery service which confirms delivery in writing or (ii) within five (5) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to all persons entitled to receive notice for such party pursuant to Section 1.12. District and Lessee may, from time to time by written notice to the other, designate another place for receipt of future notices.

ARTICLE XXVIII. MISCELLANEOUS

28.1 Waiver or Consent Limitation. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon District or Lessee unless in writing and executed by District or Lessee, as the case may be. Neither the failure of District or Lessee to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any Rent by District with knowledge of a breach of this Lease by Lessee in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that District or Lessee may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements and conditions.

28.2 Force Majeure. The occurrence of any of the following events shall excuse such obligations of District or Lessee as are thereby rendered impossible or reasonably impracticable for so long as such event continues: lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform. Notwithstanding the foregoing, the occurrence of such events shall not excuse Lessee's obligations to pay Rent (except as provided in Section 18.4) or excuse such obligations as this Lease may otherwise impose on the party to obey, remedy or avoid such event.

28.3 District Calculations, Determinations and Requirements. Whenever this Lease contemplates District will calculate, allocate, or prorate amounts payable by Lessee, District shall make such determinations in good faith, in a reasonable and equitable manner, and shall provide reasonable written detail and supporting documentation upon Lessee's request (including the basis of allocation and any proration). Lessee shall have thirty (30) days after receipt of the calculation to dispute it in good faith by written notice specifying the items in dispute. The parties shall confer in good faith to resolve the dispute. Pending resolution, Lessee shall timely pay all undisputed amounts.

If the parties cannot resolve the dispute within thirty (30) days after Lessee's dispute notice, either party may request review by an independent certified public accountant mutually selected by the parties. The accountant shall determine the disputed items based on the standards set forth in this

Section. The accountant's determination shall be final absent manifest error. The cost of the accountant shall be borne by the non-prevailing party (or split equally if neither party substantially prevails).

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~~28.3 whenever this Lease contemplates that District will make particular determinations, calculations, specifications, requirements, estimates or the like with respect to amounts payable by Lessee, District shall make such determinations, including the amount, allocation, proration and composition of charges and expenses, in a reasonable and equitable manner and acting in good faith.~~

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28.4 Failure to Give Consent. If District or Lessee improperly fails to give any consent or approval referred to in this Lease, the other party hereto shall be entitled to specific performance in equity and shall have such other remedies as are reserved to it under this Lease, but in no event shall District or Lessee be responsible in monetary damages for such failure to give consent.

28.5 Reasonableness. Except where expressly provided to the contrary in this Lease, whenever this Lease provides that a consent, approval, decision or judgment of either party is required, such consent, approval, decision or judgment will not be unreasonably withheld or delayed. There are certain provisions of this Lease, however, in which either District or Lessee may withhold its consent "in its sole discretion." These specific provisions, which may be viewed as allowing such party in such instance to deviate from a standard or reasonableness which is imposed on District and Lessee in connection with other provisions of this Lease, have been negotiated and bargained for and represent a material part of the consideration to be received by each party. The parties, bearing in mind the rights, duties and obligations of the parties to honor the implied covenants of good faith and fair dealing, have specifically negotiated for and agreed that it is the intent of the parties that District or Lessee, where expressly provided, may exercise their respective consent authority pursuant to a subjective standard of sole discretion.

28.6 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between District or any other person or entity (including Lessee) or as causing District to be responsible in any way for the debts or obligations of such other person or entity.

28.7 Severability; Construction of Provisions. If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

28.8 Warranties. Lessee is a limited liability company and the person or persons executing this Lease on behalf of Lessee hereby covenant and warrant as of the Effective Date that: (i) such limited liability company is duly established in and qualified to do business in the State of Florida; (ii) such limited liability company has paid all applicable franchise and other taxes; (iii) such entity will file or pay when due all future forms, reports, fees and other documents necessary to comply with applicable laws; (iv) the signing party to this agreement is authorized to sign for the entity.

District warrants that fee simple title to the real property on which the Facility is located is

vested in District as of the date hereof and is not subject to any lien or other encumbrance which would adversely affect the ability of Lessee to utilize the Premises in a manner consistent with this Lease.

28.9 Entire Agreement. This Lease supersedes and cancels any and all previous negotiations, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between District and Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret, construe, supplement or contradict this Lease. Phrases such as "including" and "for example" shall in no circumstances be construed as phrases of limitation but shall be treated as merely providing examples of the more general language which more general language shall be broadly and fairly construed.

28.10 Time of Essence. Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

28.11 Access. District and District's agents shall have the right, upon reasonable notice to Lessee (except in the case of an emergency or threatened emergency or a threatened default under this Lease, when no notice shall be required), to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or tenants provided that District shall attempt to minimize interference with Lessee's business. Lessee shall have access to the Premises twenty four (24) hours per day, seven days per week.

28.12 Attorney's Fees. If either party brings an action to recover any sum due hereunder, or for any breach hereunder, and obtains a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law). District shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against Lessee, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim.

28.13 Brokers. District and Lessee hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Lease. On the basis of such representation and warranty, each party shall and hereby agrees to indemnify and save and hold the other party harmless from and against the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Lease.

28.14 Rules and Regulations. District may implement and modify reasonable, non-discriminatory rules and regulations governing conduct at the Premises and the Facility, provided that any modification (i) is applied uniformly to similarly situated users, (ii) does not materially diminish Lessee's rights under this Lease, and (iii) does not materially increase Lessee's costs or obligations except to the extent required by applicable law or required for safety, security, or efficient facility operations. District shall provide Lessee at least thirty (30) days' prior written notice of any non-emergency modification to the Rules and Regulations.

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~~In the event of a conflict between the Rules and Regulations and this Lease, this Lease shall control, except to the extent a conflicting rule is required by applicable law and cannot be waived by District.~~

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~~28.14 District shall, at its discretion, implement and modify from time to time during the Lease Term rules and regulations governing the conduct of persons while at the Premises and the Facility (the "Rules and Regulations"), with which Rules and Regulations Lessee will comply. Included within the Rules and Regulations may be, without limitation, provisions relating to employee and visitor parking and access to the Premises, employee grooming, behavior and wardrobe standards and minimum and maximum hours of operation. Attached as Exhibit B are the current Rules and Regulations of the District. In the event of a conflict between the Rules and Regulations and this Lease, the provisions of the Rules and Regulations shall prevail.~~

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28.15 Applicable Law. This Lease Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Lease Agreement shall be venued in the Circuit Court of Palm Beach County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN PALM BEACH COUNTY, FLORIDA.

28.16 Fire Extinguishers. Lessee shall, at all times and at its own cost, maintain the code-required fire extinguisher(s) on the Premises and shall maintain an annual service contract on extinguishers during the Lease Term (including renewal options).

28.17 No Modification. No modification, waiver, amendment, discharge or change of this Lease shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

28.18 Employees: Independent Contractor Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of Lessee or entities retained by Lessee are the sole responsibility of Lessee. Lessee shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any services hereunder, Lessee shall be a tenant only and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Lessee. Lessee has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District.

28.19 Radon Gas. Pursuant to Florida Statutes Sections 404.056(8), Lessee is hereby notified of the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County public health unit. E-Verify. The Lessee, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Lessee further agrees that the District is a public employer subject to the E-Verify

requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Lessee agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Lessee shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Lessee is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Lessee shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Lessee shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Lessee is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District may promptly notify the Lessee and order the Lessee to immediately terminate its subcontract with the subcontractor. The Lessee shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Lessee's failure to comply with the E-Verify requirements referenced in this subsection.

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

28.21 Scrutinized Company Certification. Lessee hereby certifies that as of the date below Lessee is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Lessee further certifies that:

(a) Lessee is not on the Scrutinized Company that Boycott Israel List and 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. Furthermore, Lessee was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

(b) For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Lessee does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. 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

- ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
2. Lessee 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:
- i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Lessee is not engaged in business operations in Cuba or Syria.

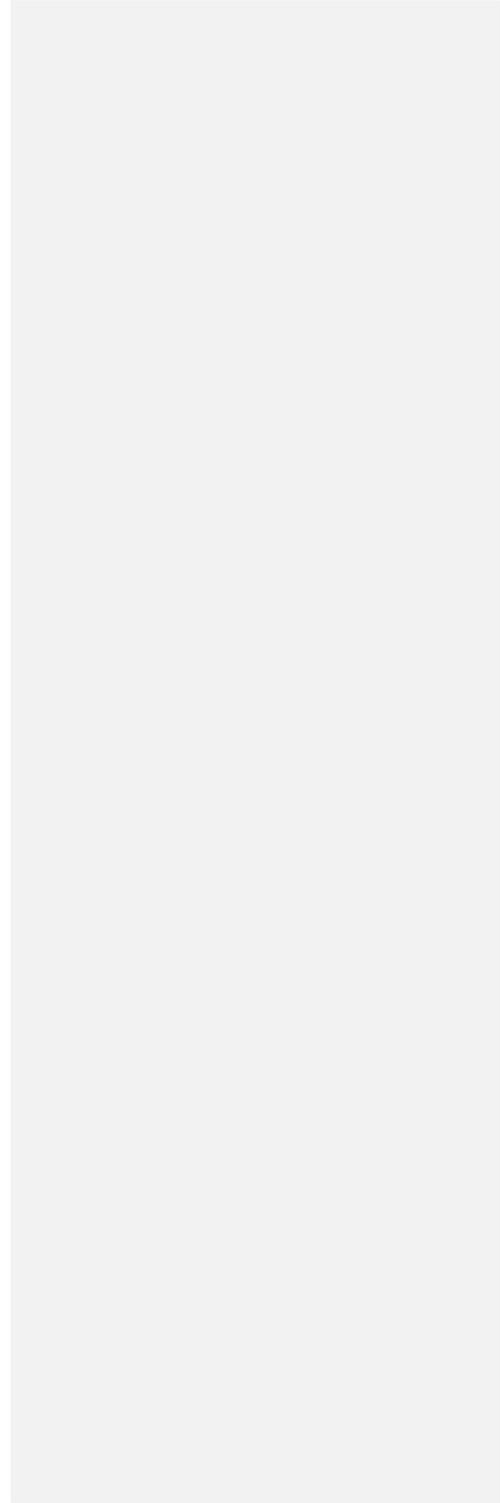
(c) Lessee understands that this Agreement may be terminated at the option of the District if Lessee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

28.22 Convicted Vendor List. Lessee hereby certifies that neither Lessee nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Damage to District Property. The Lessee will be held responsible for the effects of the Services provided on the premises of the Recreation Facilities and will be required to make good at its own cost, or reimburse the District for, any damage or injury to the District's property, including, but not limited to, damage to or destruction of walls, flooring, or sodded areas owned or maintained by the District, resulting from Lessee's performance of the Services or otherwise resulting from Lessee's acts or omissions or the acts or omissions of

its employees or agents, or otherwise arising from the Classes conducted pursuant to this Agreement.

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

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

ATTEST:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairman/Vice-Chairman
Board of Supervisors

this ____ day of _____, 2025

Witnesses: _____, **a**

Print name: _____

By: _____

Title: _____

Print name: _____

this ____ day of _____, 2025

Exhibit A - Site Plan of the Premises

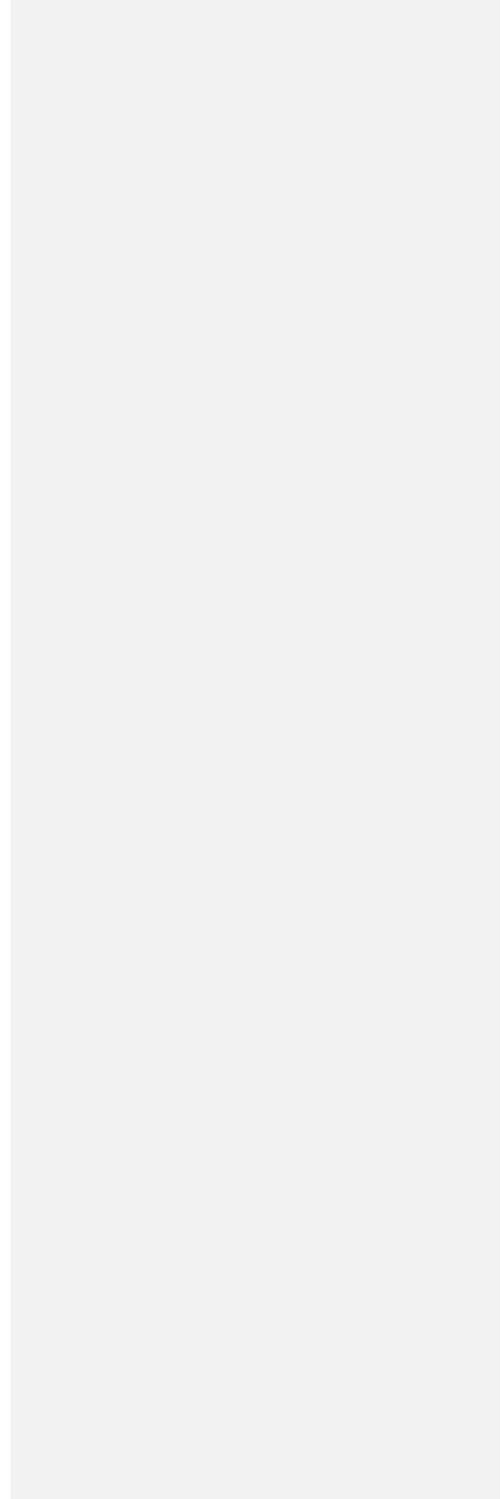


Exhibit B - Rules and Policies of the District

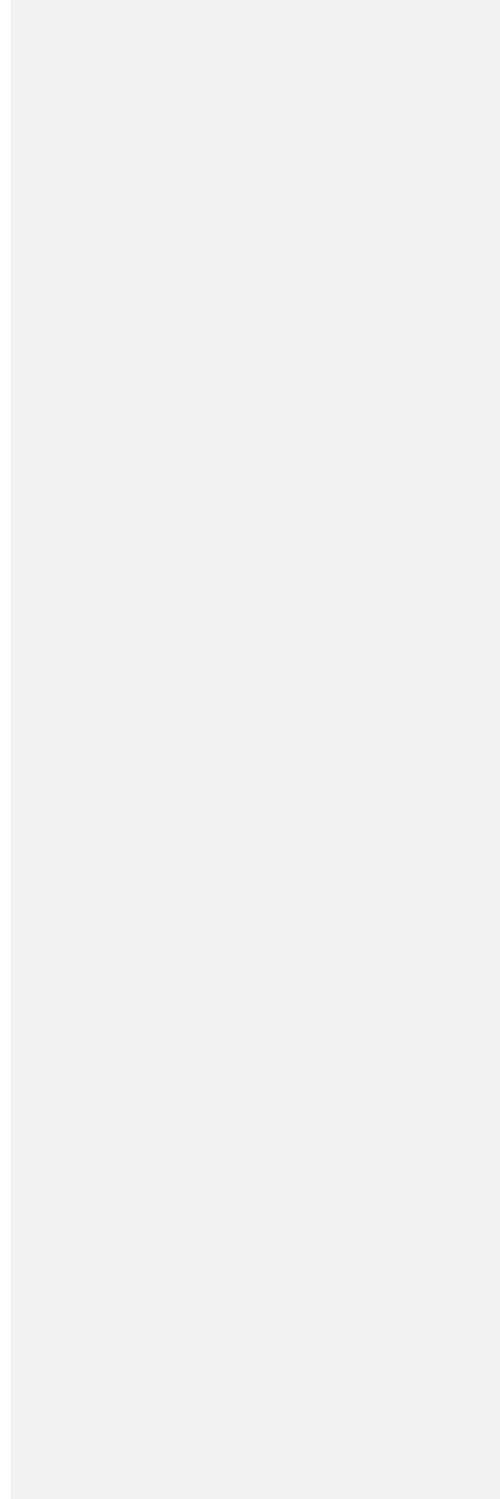


Exhibit C- District's Inventory

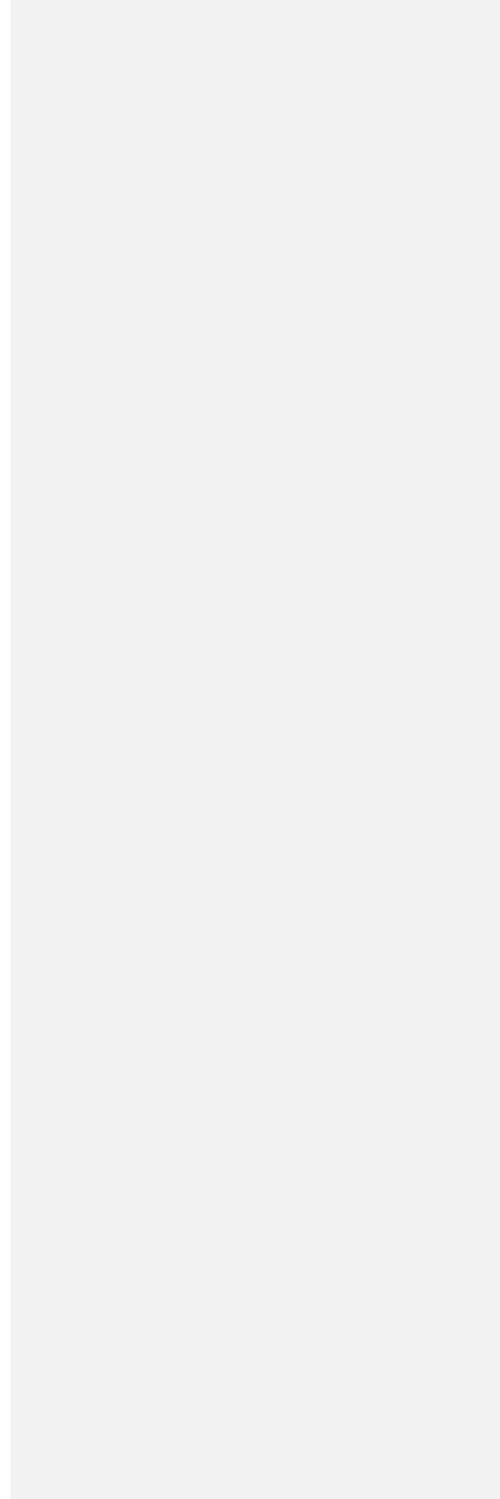


Exhibit D- Form of Income Statement

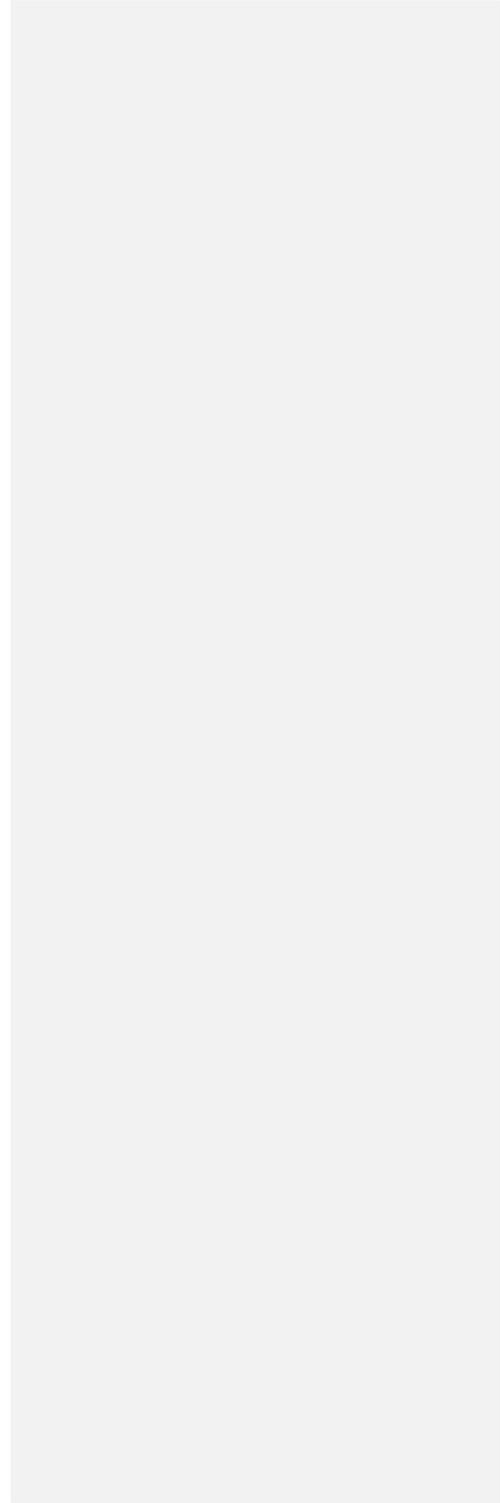
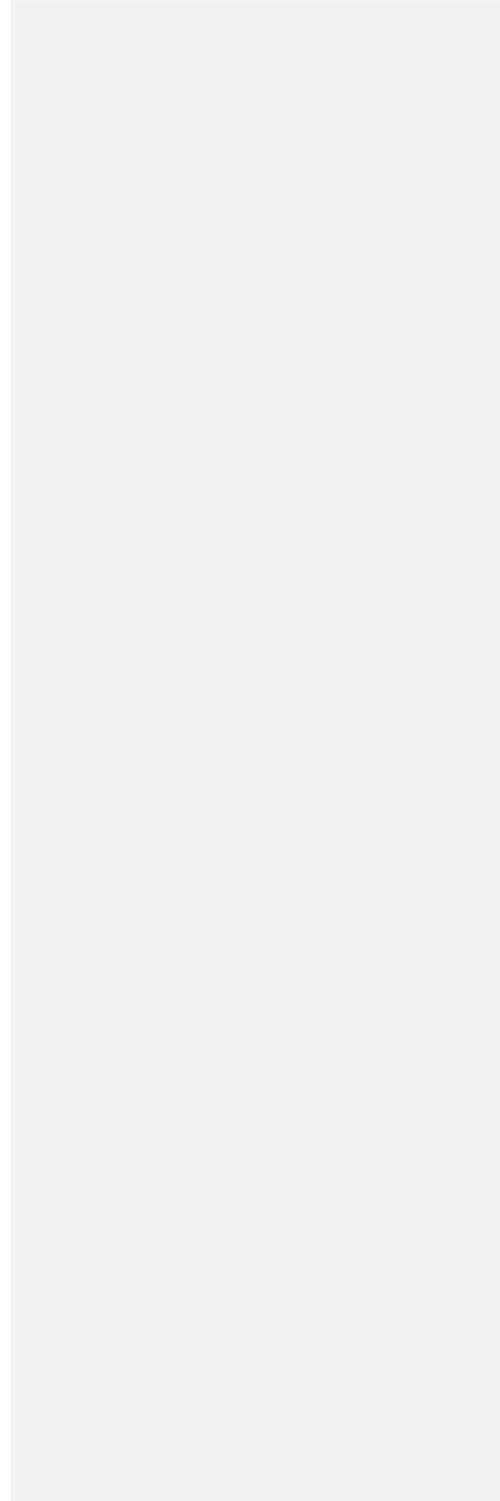


Exhibit E- New Equipment





Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 10/20/2025

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 86 - Front of Clubhouse and pool fill ins
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
1. Add Plants to 9 Royal Palms in front of Clubhouse	Magnifica Crotons 3 gal	157.00	\$22.00	\$3,454.00
10. For base of Coconut Palm remove Foxtail Fern	Fill in with 3 gal Trinette	10.00	\$13.00	\$130.00
11 By Pool Net	Fill in 3 gal Flax	30.00	\$17.00	\$510.00
11. By Pool Net	Fill in with 3 gal Foxtail Fern	15.00	\$17.00	\$255.00
12. Continue Clusia by corner of Lap Pool	7 gal Material	3.00	\$54.00	\$162.00
13. Fill in between Waterpark and Lap Pool	7 gal Podocarpus	3.00	\$54.00	\$162.00
14. Two Corner Beds on East Side of lap Pool Remove Foxtail Ferns	Add 3 gal Trinette	18.00	\$13.00	\$234.00
15. Two Corner Beds by Lap Pool	Fill in Ornamental Grasses 3 gal	5.00	\$17.00	\$85.00
16. Two Beds next to large overhang east side Remove Green Isle Ficus	Install 3 gal Trinette	25.00	\$13.00	\$325.00
17. Two Beds next to Playground area Fill in existing Green Isle Ficus	3 gal	20.00	\$17.00	\$340.00
2. Behind bike rack fill in Trinette to match left side	3 gal material	83.00	\$13.00	\$1,079.00
2. Same area as bike Rack fill in Green Isle Ficus	3 gal material	25.00	\$17.00	\$425.00
3 Beds along Handicap ramp remove Green Isle Ficus	Replace with 3 gal Trinette	154.00	\$13.00	\$2,002.00
4. West Side of pool Remove 3 Tibouchina trees	Install 15 gal Jatropha Trees	3.00	\$190.00	\$570.00
5. Remove Plumbago behind large overhang at West Side	Fill in with 3 gal Flax Lily	17.00	\$17.00	\$289.00
6. Area Next to Life Preserver remove Foxtai Fern	Fill in with 3 gallon Flax Lily	13.00	\$17.00	\$221.00
7. Middle of Pool next to hot tub remove Green Isle Ficus	Install 3 gal Trinette	43.00	\$13.00	\$559.00
8. For Eastern and Western Cabanas Remove Foxtail Fern	Fill in with 1 gal Aztec Grass	125.00	\$10.00	\$1,250.00
9. Remove Bird of Paradise next to Lap Pool	Add 1 gal Aztec Grass	45.00	\$10.00	\$450.00
Add soil to Royal Palms for new plants	Topsoil	3.00	\$64.00	\$192.00
Check Irrigation and Make Adjustments	NO CHARGE	1.00	\$0.02	\$0.02
Labor to Prep all areas	Lump Sum	1.00	\$5,940.00	\$5,940.00
Grand Total				\$18,634.02



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 11/07/2025

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 95 - Beds next to Playground and Parking lot Fill ins
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
1. Fill in Flax Lily for Parkling lot Beds	3 gallon Plants	210.00	\$17.00	\$3,570.00
2. Bed Just Behind Playground--Remove large accent plant and Green Isle Ficus	Fill in with 3 gal Trinette	50.00	\$13.00	\$650.00
3. Right side bed of sidewalk	3 gal Carissa Emerald Balnket for border	60.00	\$17.00	\$1,020.00
4. Right Side Bed of Sidewalk	Wrap 3 gal Auntie Lou Ti plants around Trees	15.00	\$19.00	\$285.00
5. Right side bed of Sidewalk	Fill in Middle with Java White Copperleaf	35.00	\$17.00	\$595.00
6. Left Side bed of Sidewalk	3 gal Carissa Emerald Blanket for Border	75.00	\$17.00	\$1,275.00
7. Left Side Bed of Sidewalk	Wrap 3 gal Auntie Lou Ti Plants around trees	13.00	\$19.00	\$247.00
8. Left side bed of Sidewalk	Fill in Middle with Java White Copperleaf	45.00	\$17.00	\$765.00
9. Area with foot traffic and dead grass next to beds on this proposal	Install 3 gal Trinette for middle	70.00	\$13.00	\$910.00
9. Area with foot traffic and dead grass next to beds on this propsoal	Install 3 gal Carissa Emerald Blanket for border	32.00	\$17.00	\$544.00
Irrigation Adjustments for proper coverage of new Plants	Lump Sum	1.00	\$150.00	\$150.00
Prep all Areas and Dump debris	Lump Sum	1.00	\$1,450.00	\$1,450.00
			Grand Total	\$11,461.00