



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
JUNE 25, 2026
12:30 P.M.**

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

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

AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
REGULAR BOARD MEETING
June 25, 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. May 28, 2026, Regular Board Meeting Minutes
- F. Old Business
- G. New Business
 - 1. Consider Approval of Final First Supplemental Methodology (AA2-Parcel A-10)
 - 2. Consider Resolution 2026-06 Resetting Public Hearing Date to Adopt Fiscal Year 2026-2027 Final Budget
 - 3. Consider Approval of Avondale Fence Request
 - 4. Consider Approval of Additional Holiday Lights
 - 5. Consider Approval of 2026 Storm Cleanup Proposal (Arazoza Brothers)
 - 6. Consider Approval of Palm Replacements – Coconut Boulevard (Arazoza Brothers)
 - 7. Update Regarding 2026 Legislative Prepared by Billing Cochran
 - 8. Update Regarding SW Conservation Area - Boardwalk Easement Pod 19
 - 9. Update Regarding SW Conservation Area - Boardwalk Easement Pod 20
 - 10. Discussion Regarding Request for Permission to Collect Seed (Veteran Tree & Stump LLC)
- H. Change Orders
 - 1. Consider Approval of CO NO 1 - Additional Flashing Crosswalk Signs (H&J) - \$167,750
- I. Consent Agenda
 - 1. Consider Ratification of Bush Hog E Berm Firebreak - June 2026 (Arazoza) (\$1,275.00)
 - 2. Consider Ratification of Bush Hog E Side of Panther National - June 2026 (Arazoza) (\$925.00)
 - 3. Consider Ratification of Bush Hog Publix Swale – June 2026 (Arazoza) (\$975.00)
 - 4. Consider Ratification of Irrigation 2 in Valve Replacement on Northlake (Arazoza) (\$650.00)
 - 5. Consider Ratification of Weedeat East Berm Aluminum Fence – June 2026 (Arazoza) (\$650.00)
 - 6. Northlake Boulevard Sign & Delineator Installation (J.W. Cheatham) - \$3,200
 - 7. Avenir Coconut Boulevard Pavement Restoration (H&J) (71,000)

J. Clubhouse

1. Clubhouse Comments from the Public on Items Not on the Agenda
(Limited to 3 Minutes Per Person)
2. Clubhouse Management Report
3. Consider Approval of Clubhouse 2026 Storm Cleanup Proposal (Arazoza Brothers)
4. Consider Approval of Clubhouse Pool Palm Replacement Proposal (Arazoza Brothers)
5. Consider Approval of Clubhouse Pool Additional Synthetic Turf
6. Consider Approval of Electrical Work Proposals - Access Point Technologies
7. Consider Approval of Fitness center Locker Room Locks
8. Discussion Regarding Fitness Trainer - Palm Beach Spectrum Group, LLC
9. Discussion Regarding Clubhouse Restaurant
10. Discussion Regarding Clubhouse Security
11. Discussion of CDD Staff & Board Letters Regarding the Blue Heron (East) Clubhouse
Dated 5/29/26 & 6/12/26

K. Administrative Matters

1. Consider Approval of Appointment of Secretary

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:

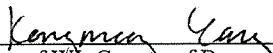
WPB Palm Beach Post 10/13/2025
WPB palmbeachpost.com 10/13/2025

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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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

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
MAY 28, 2026**

A. CALL TO ORDER

The May 28, 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 (via phone), 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); Developer Rep Tanya McConnell (via phone); and Clubhouse Reps Perry Baldwin and Patrice Chiaramonte.

Also present were the following District residents: Rich Leonard, June Leonard, Steven Goldberg, David Jacobs, and David Khani (via phone).

Also present were the following:
Ed Weinberg – EW Consultants
Lauren Deutch – Nelson Mullins
Eric Echevarria and Anthony Loyacona – FCI Residential

D. ADDITIONS OR DELETIONS TO THE AGENDA

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

There were no comments from the public at this time.

E. APPROVAL OF MINUTES

1. April 23, 2026, Public Hearing & Regular Board Meeting

The minutes of the April 23, 2026, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the minutes of the April 23, 2026, Regular Board Meeting, as presented.

F. OLD BUSINESS

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

G. NEW BUSINESS

1. Discussion Regarding CDD Staff & Board Letter Regarding the Blue Heron (East) Clubhouse – April 28, 2026

Ms. Bowden presented a summary of key points from the letter submitted by Mr. Khani, as outlined below:

- 1. “The CDD should first use existing chairs and tables to support the restaurant and not purchase new chairs and tables for the ballroom.*
- 2. Make a meaningful effort (25%-40%) to reduce the budget and particularly the staffing costs for FY27.*
- 3. Retain an architect or similar expert to evaluate the optimal use of the entire clubhouse facility to maximize the use of the ballroom, support the restaurant, the gym, and outside areas.*
- 4. The CDD staff should convene a combined meeting with NEST management and the representatives of Blue Heron communities to discuss incremental steps for the restaurant and bar/grill concepts at the Clubhouse.*
- 5. Do not commit any meaningful capital for the restaurant and outside bar/grill before we can assess traffic flow and usage post the opening of the Town Center.”*

The District will present proposed agreement terms with The Nest, once received, for Board review and comment. Potential clubhouse-related cost savings will be addressed later in the meeting, including proposed adjustments to security and janitorial service agreements.

2. Discussion Regarding Received Correspondence from FCI Residential Dated April 28, 2026, and April 30, 2026

Mr. Pawelczyk reported the receipt of two letters from FCI Residential Real Estate Counsel on May 4, 2026, which were included in the meeting book for documentation and record purposes. Ms. Deutch requested a written response and Mr. Pawelczyk noted that an appropriate response would be provided.

3. Consider Resolution No. 2026-04 – Adopting a Fiscal Year 2026/2027 Proposed Budget

Mr. Pierman presented Resolution No. 2026-04, entitled:

RESOLUTION NO. 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027; AND PROVIDING AN EFFECTIVE DATE.

Mr. Pierman explained that this resolution approves the proposed budget and establishes a public hearing date to consider the final budget. Mr. Pierman noted an increase in the Clubhouse Social Program budget and confirmed that funding for the restaurant and poolside cabana was included, as allocated line items

within the budget. He further noted that there was no increase in assessments and a \$250,000 carryover from the prior fiscal year.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter adopting Resolution 2026-04, subject to inclusion of the 2026 Bonds, and setting the public hearing for August 27, 2026, at 12:30 p.m. at the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, FL 33410.

4. Consider Resolution No. 2026-05 – Accept Conveyance of SW Conservation Area

Resolution No. 2026-05 was presented, entitled:

RESOLUTION NO. 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ACCEPTANCE OF THE CONVEYANCE OF THREE CONSERVATION AREA PARCELS LOCATED WITHIN THE SOUTHWEST CORNER OF THE DISTRICT FROM AVENIR DEVELOPMENT, LLC; AUTHORIZING THE PROPER DISTRICT OFFICIALS TO EXECUTE ALL CONVEYANCE DOCUMENTS NECESSARY FOR THE DISTRICT TO ACCEPT SUCH CONVEYANCE OF LANDS; AND PROVIDING FOR AN EFFECTIVE DATE

It was explained that Resolution 2026-05 authorizes the conveyance of the SW Conservation Area and provides that the City of Palm Beach Gardens will assume monitoring and maintenance responsibilities for Phases 1 and 2 mitigation areas, effective October 1, 2026. Phase 3 mitigation will remain the responsibility of the District and consists of approximately 325± acres located within the Phase 3 Mitigation Area in the southwest corner of Avenir.

Mr. Weinberg's summary of public benefits related to the conservation area and the District was included in the meeting book. Mr. Cartlidge inquired whether the land should be maintained by Avenir Development or whether Avenir Development should compensate the District for maintenance. Following discussion, Mr. Weinberg, President of EW Consultants, Inc., explained that the permit was issued to both Avenir Development and the District, as the District serves as the perpetual entity.

Mr. Pawelczyk recommended that L'Ambiance be responsible for the maintenance of the boardwalk within the easement area.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez adopting Resolution 2026-05 – Accept Conveyance of SW Conservation Area, subject to L'Ambiance being responsible for boardwalk-related obligations.

5. Consider Mitigation Maintenance Phase 3 Fiscal Year 2026/2027 Services Proposal (EW Consultants)

Mr. Pierman advised that this proposal relates to Phase 3 mitigation maintenance costs, which reflect a significant reduction from the fiscal year 2025/2026 budget of \$1,044,000. The proposed fiscal year

2026/2027 services include a Task 1 lump sum fee of \$144,000 and a Task 2 not-to-exceed amount of \$5,000.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving the Mitigation Maintenance Phase 3 Fiscal Year 2026/2027 Services Proposal, as presented.

6. Consider Avenir Water Use Fiscal Year 2026/2027 Hydrobiologic Monitoring Services Proposal (EW Consultants)

Mr. Pierman indicated that this proposal relates to Avenir Water Use Fiscal Year 2026/2027 Hydrobiologic Monitoring Services' Proposal totaling \$25,000.

Mr. Weinberg explained that the services were associated with a single consolidated water use permit to maintain wetland water levels.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving the Avenir Water Use Fiscal Year 2026/2027 Hydrobiologic Monitoring Services Proposal, as presented.

7. Consider SA-22 SPECS for Northlake & 140th Avenue Project (HSQ)

Ms. McConnell presented the proposed SA-22 SPECS for the Northlake & 140th Avenue Project totaling \$24,585. She explained that the scope was required for the planned expansion of the Northlake & 140th Avenue intersection, pending permits, and that the project would be funded through the 2025 Capital Improvement Bonds.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving SA-22 SPECS for Northlake & 140th Avenue Project with HSQ, as presented.

8. Consider Avenir Pod 17 Plat

9. Consider Avenir Pod 19 Plat

Mr. Ballbe requested that Avenir Pod 17 Plat and Avenir Pod 19 Plat be considered as one motion.

He explained that both plats were for single-family residential pods and were required for plat recording. He further noted that the District maintains the lakes within the development and therefore must approve and authorize execution of the plats.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving Avenir Pod 17 Plat and Avenir Pod 19 Plat, as presented.

10. Consider Le Terre Wall Coco Plum Fill In from Cold Damage (Arazoza)

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving Arazoza's proposal for La Terre Wall Coco Plum Fill In From Cold Damage, as presented

11. Consider Regency, La Terre & Coral Isles Tree Replacements (Arazoza)

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving Arazoza's proposal for Regency, La Terre, & Coral Isles Tree Replacements, as presented.

12. Consider Award of Contract for Coconut Boulevard Extension Landscape & Irrigation

Mr. Ballbe advised that a Request for Proposals (RFP) for the Avenir Coconut Boulevard Extension Landscape and Irrigation project was publicly advertised and bid responses were received from five contractors. He stated that the proposals were evaluated and ranked based on a scoring system with the following results. Staff recommends entering into a contract with the highest-ranked contractor: Arazoza Brothers Corporation.

The rankings were as follows:

1. Arazoza Brothers Corporation
2. A Cut Above Landscape & Irrigation
3. Elite Lawns

Mr. Ballbe explained that the bids submitted by the additional two contractors: Rosso Site Development and Landscape Service Professionals were disqualified due to incomplete bid submissions and failure to comply with the bid instructions.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the contract award for the Avenir Coconut Boulevard Extension Landscape and Irrigation Project to the highest-ranked contractor, Arazoza Brothers Corporation.

13. Consider Award of Contract for Coconut Boulevard Extension Street Lights and Electric Backbone

Mr. Ballbe advised that a Request for Proposals (RFP) for the Coconut Boulevard Extension Street Lights and Electric Backbone project was publicly advertised and bid responses were received from two contractors. He stated that the proposals were evaluated and ranked based on a scoring system with the following results. Staff recommends entering into a contract with the highest-ranked contractor: SPF Underground Utilities.

The rankings were as follows:

1. SPF Underground Utilities
2. Viking Utility Services, Inc.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the contract award for the Coconut Boulevard Extension Street Lights and Electric Backbone Project to the highest-ranked contractor, SPF Underground Utilities.

14. Consider Award of Contract for Avenir West Parkway Buffer Landscape & Irrigation

Mr. Ballbe advised that a Request for Proposals (RFP) for the Avenir West Parkway Buffer Landscape and Irrigation project was publicly advertised and bid responses were received from four contractors. He stated that the proposals were evaluated and ranked based on a scoring system with the following

results. Staff recommends entering into a contract with the highest-ranked contractor: Arazoza Brothers Corporation.

The rankings were as follows:

1. Arazoza Brothers Corporation
2. A Cut Above Landscape & Irrigation

Mr. Ballbe explained that the bids submitted by the additional two contractors: Rosso Site Development and Landscape Service Professionals were disqualified due to incomplete bid submissions and failure to comply with the bid instructions.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the contract award for the Avenir West Parkway Buffer Landscape and Irrigation Project to the highest-ranked contractor, Arazoza Brothers Corporation.

15. Consider Award of Contract for Avenir West Parkway Buffer Site Improvements

Mr. Ballbe advised that a Request for Proposals (RFP) for the Avenir West Parkway Buffer Site Improvements Project was publicly advertised and bid responses were received from four contractors. He stated that the proposals were evaluated and ranked based on a scoring system with the following results. Staff recommends entering into a contract with the highest-ranked contractor: Centerline, Inc.

The rankings were as follows:

1. Centerline, Inc.
2. J.W. Cheatham, LLC
3. H&J Contracting

Mr. Ballbe explained that the bid submitted by MJC Land Development was disqualified due to an incomplete bid submission and failure to comply with the bid instructions.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the contract award for the Avenir West Parkway Buffer Site Improvements Project to the highest-ranked contractor, Centerline, Inc.

16. Consider Award of Contract for N-1 Conservation Area Control Structure WCS-11

Mr. Ballbe indicated that a Request for Proposals (RFP) for the N-1 Conservation Area Control Structure WCS-11 Project was publicly advertised and bid responses were received from four contractors. He furthered that the proposals were evaluated and ranked based on a scoring system with the following results. Staff recommends entering into a contract with the highest-ranked contractor: Centerline, Inc.

The rankings were as follows:

1. Centerline, Inc.
2. Johnson-Davis
3. Jackson Land Development

Mr. Ballbe explained that the bid submitted by L.C.C.I. Construction was disqualified due to the failure to comply with the bid instructions.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the contract award for the N-1 Conservation Area Control Structure WCS-11 Project to the highest-ranked contractor, Centerline, Inc.

17. Update Regarding Golfcart Usage

Mr. Ballbe advised that he was actively working on pathway designation along with insurance recommendations received.

Ms. Bowden advised that the City of Palm Beach Gardens' Police Traffic Supervisor, Greg Mull, confirmed that an ordinance was in place for approval regarding shared-use path designation within Avenir. She further explained that golf carts may utilize the 12-foot shared-use paths within Avenir, and that the operation of golf carts on roadways requires a proper Low Speed Vehicle (LSV) classification. Once the ordinance has been approved, the City of Palm Beach Gardens Police Department has agreed to hold a public presentation for Avenir residents to discuss golf cart usage within the District.

H. CHANGE ORDERS

1. Consider Avenir Spine Road Phase 4 CO#1 Final Lift Pavement Escalation (H&J) (\$209,034.05)

Mr. Ballbe explained that Avenir Spine Road Phase 4 CO#1 relates to the final asphalt lift installation along Spine Road 4 located at Avenir Drive and Coconut Boulevard.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the Avenir Spine Road Phase 4 CO#1 Final Lift Pavement Escalation to H&J in the amount of \$209,034.05, as presented.

2. Consider Coconut Boulevard Extension CO#1 (H&J) (\$306,949.14)

Mr. Ballbe explained that the Coconut Boulevard Extension CO#1 includes dry utility work, the addition of a sidewalk at the dog park, and the widening of the traffic separator.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the Coconut Boulevard Extension CO#1 to H&J in the amount of \$306,949.14, as presented.

3. Consider Avenir Spine Road Phase 5 CO#1 (H&J) (\$128,807.90)

Mr. Ballbe explained that the Avenir Spine Road Phase 5 CO#1 was located at Panther National and Northlake Boulevards and includes wayfinding signage for directional purposes, curb and gutter improvements, and additional planned revisions.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving the above Change Orders 1 through 3, as presented.

I. CONSENT AGENDA

- 1. Consider Ratification of Bush Hog East Berm Fire Break – May 2026 (Arazoza) \$1,275.00**
- 2. Consider Ratification of Bush Hog Publix Swale – May 2026 (Arazoza) \$975.00**
- 3. Consider Ratification of Bush Hog East Side of Panther National – May 2026 (Arazoza) \$925.00**
- 4. Consider Ratification of Removing Ornamental Grass for Visibility at Panther and Avenir (Arazoza) \$800.00**
- 5. Consider Ratification of Weedeat East Berm Aluminum Fence – May 2026 (Arazoza) \$650.00**
- 6. Consider Ratification of Property Wide Quarterly Pump Station Maintenance – May 2026 (Arazoza) \$4,300.00**
- 7. Consider Ratification of Clubhouse Quarterly Pump Station Maintenance – May 2026 (Arazoza) \$850.00**

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

J. CLUBHOUSE

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

Mr. Leonard inquired about an Apex resident who was utilizing the Blue Heron Clubhouse after moving out of the community and is no longer permitted access. Mr. Baldwin acknowledged the inquiry and stated that if the individual was accessing the facility as a guest of an approved Clubhouse patron and signs in accordingly, such access is permitted.

Mr. Jacobs stated that the Blue Heron Clubhouse was not large enough and requested consideration of constructing a second clubhouse. Staff acknowledged the comment and noted the inquiry regarding overflow parking and indicated that parking overflow for upcoming large events would be reviewed and addressed accordingly.

2. Clubhouse Management Report

Mr. Baldwin presented the Clubhouse Management Report, stating that the aerobics room door alarm had been installed, pool signage had been implemented, and the previously approved desk in the entrance hallway would be installed within the next few weeks. He further explained that gym locker locks had been requested and that he was obtaining additional bids for Board consideration.

Ms. Chiamonte reported on several successful events and noted that patrons expressed positive feedback and enjoyment.

3. Consider Clubhouse Mulch - 2026

Ms. Bowden presented the Clubhouse proposal from Arazoza in the amount of \$12,640, which reflects the previously approved motion for lowest bid/one inch application.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving the Clubhouse mulch installation by Arazoza in the amount of \$12,640, as presented.

4. Consider Clubhouse Landscape Lighting Repair

Mr. Baldwin presented three bids that were received from electrical contractors for the clubhouse landscape lighting repair.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving the proposal submitted by Intrepid Electric in the amount of \$3,470.05 for the Westgate commercial-grade lighting option, as presented.

5. Consider Additional Cameras at Pickle Ball & Tennis Courts

Ms. Bowden explained that at the November 2025 meeting, a motion was approved authorizing a not-to-exceed amount of \$25,000 for the installation of additional security cameras around the clubhouse. Equipment has since been purchased, leaving a remaining balance of \$3,106.11 within the approved budget. The proposal submitted by Mr. Baldwin would require additional funding of \$5,770.14 to complete the full scope of work.

Following discussion, a **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving the proposal submitted by Automatic Access and Video in the total amount of \$8,876.25 in order to complete the full scope of work, as presented.

6. Consider Janitorial Services Agreement with Inter Kleen, Inc.

Ms. Bowden expressed that this agreement proposal was a result of patron meetings and looking at clubhouse expenses and working with Vesta to reduce Clubhouse expenses. She explained that currently Vesta has the contract with Inter Kleen directly and the District can save \$23,600 by contracting for the services directly at a monthly total cost of \$2,430.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving the Janitorial Services Agreement with Inter Kleen, Inc., as presented.

7. Discussion Regarding Proposed Clubhouse Security Agreement Amendment

Ms. Bowden stated that she was previously directed to approach the Avenir HOAs to propose a cost-sharing agreement for security services. She reported that, following outreach, none of the HOAs expressed interest in participating in a cost-sharing arrangement.

Ms. Bowden then presented the following options:

Option 1 – Security Officer Coverage:

On-site security officer coverage at a cost of \$58,968 annually, based on 42 hours per week at \$27.00 per hour. The shift would run from 8:00 p.m. to 2:00 a.m. with a six-hour minimum shift.

Option 2 – Virtual Guard Monitoring Service:

Virtual monitoring service at a cost of \$21,840 annually, based on 42 hours per week at \$10.00 per hour. This option includes monitoring of 27 cameras on a schedule of Monday through Sunday from 12:00 a.m. to 6:00 a.m. In addition, a one-time capital cost of \$8,012.00 is required for camera monitoring integration to connect to the existing system. An optional enhancement was also presented for bi-directional area loudspeakers at a cost of \$1,342.00 per unit, allowing real-time communication through the system.

Following discussion, a **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving Option 1 – Security Officer Coverage, as presented, in the amount of \$58,968 annually.

8. Discussion Regarding Resident Rental Request

Ms. Bowden explained that, at the April 23, 2026, meeting, a motion was approved allowing future rentals for Ms. Stroud, subject to an increased security deposit and other conditions agreeable to all parties. She noted that the specific terms and conditions would be established in coordination with Vesta staff and Ms. Stroud during a meeting prior to any future rental.

Ms. Stroud responded and requested that the Board reconsider its decision, seeking that any future rental requests be evaluated under the same rates and conditions applied to other patrons.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously confirming that the Board’s prior decision remained in effect.

9. Discussion Regarding Clubhouse Restaurant

Ms. Bowden provided an update that the District was awaiting an agreement from The Nest for Board review and feedback. She further noted that the required food license application included ownership information requirements, including a Social Security number. Following discussion, the Board directed staff to proceed with the application while attempting to eliminate the Social Security number requirement, if possible.

Additionally, Ms. Bowden reported that pricing had been received, as directed, for the conversion of the existing pool cabana area into a bar and short-order service space, including associated plans. The estimated cost for the conversion ranges from \$153,000 to \$203,000.

K. ADMINISTRATIVE MATTERS

Ms. Bowden reminded the Board to complete their 2025 Form 1 – Statement of Financial Interests prior to the July 1, 2026, deadline. She also reminded them to complete their required 4 hours of ethics training by December 31, 2026.

Ms. Bowden noted that the next Board meeting was scheduled for June 25, 2026.

L. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously adjourning the Regular Board Meeting at 2:08 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

**FIRST SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY
REPORT**

**SPECIAL ASSESSMENT BONDS SERIES 2026A (PARCEL A-10
PROJECT), SERIES 2026B (PARCEL A-10 PROJECT) AND
TAXABLE SERIES 2026B (PARCEL A-10 PROJECT) FOR
ASSESSMENT AREA TWO-PARCEL A-10 PROJECT**

PREPARED FOR THE

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

BOARD OF SUPERVISORS

May 5, 2026

SPECIAL DISTRICT SERVICES, INC.
2501A Burns Road
Palm Beach Gardens, Florida 33410
561.630.4922 Telephone
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1.0 INTRODUCTION

The Avenir Community Development District (the “District”) is a local unit of special purpose government located in the City of Palm Beach Gardens (the “City”) in Palm Beach County, Florida (the “County”). The District was established on January 5, 2017, by Ordinance No.17-2017 enacted by the City Council of the City to provide for the construction, and/or acquisition, financing, long-term administration and management of certain infrastructure of the Development, as defined below.

The Avenir PUD (the “Development”) is a planned mixed-use Development containing approximately 2,427 gross acres and is located in the City. The District is co-terminus with the Development and is planned for the following land uses:

Table 1 – Proposed Land Uses for the District

Land Use Category	Unit
Single Family Residential	2,690 Dwelling units
Age Restricted	960 Dwelling units
Multi-Family	250 Dwelling units
Commercial	400,000 S.F.
Medical Office	200,000 S.F.
Professional Office	1,800,000 S.F.
Hotel	300 Rooms
Park (land dedication)	55 Acres
Police/Fire/City Annex (land dedication)	15 Acres
Civic/Recreation (land dedication)	60 Acres
Public School (land dedication)	15 Acres
Agricultural	20 Acres

The District intends to finance and construct the Development in phases. The District presently intends to issue its Special Assessment Bonds, Series 2026A (Parcel A-10 Project) (the “Series 2026A Bonds”), Special Assessment Bonds, Series 2026B (Parcel A-10 Project) (the “Tax-Exempt Series 2026B Bonds”, together with the Series 2026A Bonds, the “Tax-Exempt Bonds”) and Taxable Special Assessment Bonds, Series 2026B (Parcel A-10 Project) (the “Taxable Series 2026B Bonds”, together with the Series 2026A Bonds and the Tax-Exempt Series 2026B Bonds, the “Series 2026 Bonds”). The Tax-Exempt Series 2026B Bonds and the Taxable Series 2026B Bonds are herein referred to as the “Series 2026B Bonds”. The Series 2026 Bonds will be secured by the lands within an area called Assessment Area Two-Parcel A-10 Project Area. **Table 2** below shows the planned uses for the phase known as “Assessment Area Two-Parcel A-10 Project Area”. Assessment Area Two-Parcel A-10 Project Area is a subset of Assessment Area Two within the District boundaries and contains approximately 108.191+/- acres. See **Appendix 7** for a legal description of the property.

Table 2 – Proposed Land Uses for Assessment Area Two-Parcel A-10 Project Area

<u>Product Type (Lot Size)</u>	<u># of Units</u>
Single Family - 77	230
TOTAL UNITS	230

This First Supplemental Report (“First Supplemental Report”) will provide the allocation of special assessments as it relates to the sale and issuance of the Series 2026A Bonds and Series 2026B Bonds for the financing of public infrastructure improvements in the Development located in the District’s Assessment Area Two-Parcel A-10 Project Area, including, but not limited to, the public roadway improvements including acquisition of land relating thereto, the surface water management and drainage system including acquisition of land relating thereto, the water distribution system, the wastewater collection system, the open space and recreation facilities, the landscaping, irrigation, entrance features and hardscapes; and other related public improvements (collectively, the “Parcel A-10 Project”).

This First Supplemental Report equitably allocates the costs being incurred by the District to provide the benefits of the Parcel A-10 Project to the developable lands within the Assessment Area Two-Parcel A-10 Project Area as identified herein on **Appendix 7**. The Parcel A-10 Project improvements are described below and in the Supplemental Engineer’s Report (Parcels A-10 Project), dated March 26, 2026 as may be revised (the “Engineer’s Report”), prepared by Ballbé & Associates, Inc. (the “District’s Engineer”).

2.0 PARCEL A-10 PROJECT TO BE FUNDED BY THE DISTRICT

The District anticipates issuing Series 2026A Bonds and Series 2026B Bonds to finance a portion of the construction and/or acquisition of the Parcel A-10 Project. The total cost of the Parcel A-10

Project is estimated to be approximately \$42,210,698. A detail of the Parcel A-10 Project costs is included herein on **Appendix 1**. There are previously incurred Parcel A-10 Project costs that will be reimbursed as shown on **Appendix 1**. The Series 2026A Bonds and Series 2026B Bonds will be repaid through the levy of non-ad valorem special assessments on assessable property within the Assessment Area Two-Parcel A-10 Project Area as evidenced by separate liens securing the Series 2026A Bonds and Series 2026B Bonds, respectively. The Parcel A-10 Project has been designed to be functional and confer direct and special benefits to the assessable property within the Assessment Area Two-Parcel A-10 Project Area. Any portion of the Parcel A-10 Project not financed through the issuance of Series 2026A and Series 2026B Bonds will be paid for by Avenir Development, LLC (herein the “Landowner”).

Construction and/or acquisition and maintenance obligations for the District’s proposed infrastructure improvements constituting the Parcel A-10 Project are described in summary as follows (a detailed description is included in the Engineer’s Report):

The District will be constructing and/or acquiring all or a portion of certain roadway improvements as required by the local authorities within publicly dedicated land or easements, consisting of but not limited to road subgrade, rock base and asphalt, curbing and sidewalks, asphalt paths, turn lanes, and traffic control devices. These improvements will be constructed by the Landowner or the District and if constructed by the Landowner will be acquired by the District upon certification of construction for operation and maintenance. Certain public roadways will be conveyed to the City.

All or a portion of the surface water management and drainage system will be constructed by the Landowner or the District, and, if constructed by the Landowner, will be acquired by the District. The District will be responsible for the operation and maintenance of such system retained by the District and serve the Assessment Area Two-Parcel A-10 Project Area within the District.

The water distribution and wastewater collection sewer systems will be constructed by the Landowner or the District, and if constructed by the Landowner, will be acquired by the District and dedicated to the Seacoast Utility Authority (SUA) upon certification of completion. Upon such transfer by the District, the ownership, operation and maintenance of these systems will be the responsibility of SUA. In the event the connection charges are paid by the Landowner these charges are being paid for and on behalf of the District.

Other construction items such as open space and recreation, landscaping, irrigation, entrance features and hardscapes will be constructed by the Landowner or the District, and, if constructed by the Landowner, will be acquired by the District. The District will be responsible for the operation and maintenance of the portion of these facilities retained by the District which serves the Assessment Area Two-Parcel A-10 Project Area.

The construction costs identified in this First Supplemental Report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction and/or acquisition of a portion of the Parcel A-10 Project financed by the District, the District will impose non-ad valorem special assessments on benefited real property in Assessment Area Two-Parcel A-10 Project Area as evidenced by separate liens securing the Series 2026A Bonds and Series 2026B Bonds, respectively. These assessments are based on the direct, and special and peculiar benefits accruing to such property from the improvements comprising the Parcel A-10 Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the direct and special benefits from the Parcel A-10 Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property constituting the Assessment Area Two-Parcel A-10 Project Area would not be possible. The capital facilities which will be funded through these special assessments include only facilities which may be undertaken by a community development district under Chapter 190, F.S. This First Supplemental Report is designed to meet the requirements of Chapters 170, 190 and 197, F.S. and will describe the final terms and conditions of the Series 2026A Bonds and Series 2026B Bonds.

In summary, special assessments may be made only: (1) for facilities which provide special benefits to property as distinct from general benefits, (2) against property which receives that special benefit, (3) in proportion to the benefits received by such properties, and (4) only if allocated according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments (both capital special assessments and operation and maintenance special assessments) placed upon various benefited properties in the Assessment Area Two-Parcel A-10 Project Area must be sufficient to cover the debt service of the Series 2026A Bonds and Series 2026B Bonds that will be issued for financing a portion of the Assessment Area Two-Parcel A-10 Project Area and to pay the costs to maintain those portions of the infrastructure that remain under the ownership of the District. The assessments must be fairly and reasonably allocated to the properties being assessed.

4.0 ALLOCATION OF COST AND ASSESSMENTS

In developing the methodology used for special assessments for the Development in the Assessment Area Two-Parcel A-10 Project Area, two (2) interrelated factors were used:

- A. Allocation of Benefit: Each parcel of assessable land within the Assessment Area Two Parcel A-10 Project Area benefits from the proposed improvements.

- B. Cost/Benefit: The special assessments imposed on each assessable parcel of land within the Assessment Area Two-Parcel A-10 Project Area cannot exceed the value of the benefits provided to such parcel.

The planned improvements comprising the Parcel A-10 Project is an integrated system of facilities designed to provide direct and special benefits to the assessable property within the Assessment Area Two-Parcel A-10 Project Area as a whole. The Parcel A-10 Project is intended to work as a total system which will provide special benefits for the one unit type. The fair and reasonable method of allocating the benefit to each planned residential unit has been accomplished by assigning an *equivalent residential unit* (“ERU”) based on front footage with a weight of 1.0 to each 50-foot single family unit. There are no 50-foot units in Parcel A-10. Therefore, for the purpose of this First Supplemental Report each 77-foot single family residential unit will be assigned (1.54) ERU as follows in **Table 3**.

Table 3 – Equivalent Residential Unit (ERU)

<u>Product Type (Lot Size)</u>	<u># of Units</u>	<u>ERU Factor</u>
Single Family - 77	230	1.54
TOTAL UNITS	230	

The lien will shift to the parcels in the Assessment Area Two-Parcel A-10 Project Area, as represented in **Appendix 6** upon the following events:

- Land is platted within the Assessment Area Two-Parcel A-10 Project Area
- Land is sold in the Assessment Area Two-Parcel A-10 Project Area prior to platting

The amount of the assessments that will shift to platted lots is based on the allocation set forth in **Appendix 6**. Land that is sold in the Assessment Area Two-Parcel A-10 Project Area prior to platting will have a lien amount attached to the parcel that is equal to the development rights (defined herein as the number of planned units determined by the Landowner) conveyed with such parcel and type of planned use. Assessments will then be assigned in accordance with **Appendix 6**. As platting occurs the debt assessment will be assigned on a first platted, first assigned basis to platted lots receiving property folio numbers, and allocated on an ERU basis as shown herein on **Appendix 6**.

In addition to the special assessments imposed for debt service on the Series 2026A Bonds and Series 2026B Bonds, respectively, the District will also levy an annual administrative assessment within the Assessment Area Two-Parcel A-10 Project Area to fund a portion of the costs of operating and managing the District. As each residential dwelling unit will benefit equally from such operation and management of the District and the Parcel A-10 Project, the annual operation and management assessments will be allocated equally to each assessable lot or unit.

Given the District's land use plan and the type of infrastructure to be funded by the special assessments, this method will result in a fair allocation of benefits and services and an equitable allocation of costs for the proposed Series 2026A Bonds and Series 2026B Bonds. However, if the future platting results in changes in land use or proportion of benefit per unit, this allocation methodology may not be applicable and it may be necessary for the District to revise this methodology.

5.0 COLLECTION OF SPECIAL ASSESSMENTS

The proposed special assessments relating to the Parcel A-10 Project will be collected through the Uniform Method of Collection described in Section 197.3632; F.S. or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Section 197.3632, F.S. or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the 1% collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. These additional costs may be reflected by dividing the annual debt service and operation and maintenance assessment amounts by 0.94.

6.0 FINANCING STRUCTURE

The estimated cost of the Parcel A-10 Project is \$27,734,205. The construction program and the costs associated therewith are identified herein on **Appendix 1**.

A portion of the capital improvements comprising the Parcel A-10 Project is to be financed by the Series 2026A Bonds and Series 2026B Bonds and when issued which will be payable from and secured by special assessments levied annually on all assessable properties in Assessment Area Two-Parcel A-10 Project Area with respect to the Series 2026A Bonds and to the Series 2026B Bonds as evidenced by separate liens securing the Series 2026A Bonds and Series 2026B Bonds, respectively. The total aggregate principal amount of the Series 2026A Bonds that will be issued by the District for the Parcel A-10 Project is \$5,680,000. The total aggregate principal amount of the Series 2026B Bonds that will be issued by the District for the Parcel A-10 Project is \$39,955,000, of which \$4,660,000 will represent the Taxable Series 2026B Bonds. The available net proceeds of the Series 2026A Bonds will provide \$5,144,351 for construction related costs. The available net proceeds of the Series 2026B Bonds will provide \$31,210,698 for construction related costs. The sizing of the Series 2026A Bonds and Series 2026B Bonds includes the funding of one or more debt service reserve accounts, funding capitalized interest and paying issuance costs as shown on **Appendix 2**. The Bond debt allocations are shown on **Appendix 4**.

7.0 MODIFCATIONS, REVISIONS AND TRUE-UP MECHANISM

Allocation of costs and benefits, shown herein on **Appendix 3**, for the Parcel A-10 Project financed by the District is initially based on the estimated number of dwelling units projected to be developed and benefited by the infrastructure improvements comprising the Parcel A-10 Project. Based on a Series 2026A Bonds size of \$5,680,000, at an average coupon rate of 7.00%, the maximum annual debt service for the Series 2026A Bonds as shown herein on **Appendix 5**, will be \$455,625 which has **not** been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes. Based on a Tax Exempt Series 2026B Bonds size of \$35,295,000, at an average coupon rate of 7.25%, the maximum annual debt service for the Tax Exempt Series 2026B Bonds as shown herein on **Appendix 5**, will be \$3,729,250 which has **not** been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes. Based on a Taxable Series 2026B Bonds size of \$4,660,000, at an average coupon rate of 9.25%, the maximum annual debt service for the Taxable Series 2026B Bonds as shown herein on **Appendix 5**, will be \$677,225 which has **not** been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

To ensure that each residential lot is assessed no more than their pro-rata amount of the annual non-ad valorem assessments shown herein on **Appendix 6**, the District will be required to perform a “True-Up” analysis, which requires a computation at the time of submission of each plat or re-plat to determine the potential remaining ERUs. The District shall, at the time a plat or re-plat is submitted to the City:

- A. Assume that the total number of ERUs, within each parcel, utilized as a basis for this assessment methodology is as described in **Table 4** (“Total Assessable ERUs”).
- B. Ascertain the number of assessable ERUs, within each parcel, in the proposed plat or re-plat and all prior plats (“Planned Assessable ERUs”).
- C. Ascertain the current amount of potential remaining ERUs within each Parcel (“Remaining Assessable ERUs”).

If the Planned Assessable ERUs are equal to the Total Assessable ERUs, no action would be required at that time. However, if the sum of the Planned Assessable ERUs and the Remaining Assessable ERUs are less than the Total Assessable ERUs, the applicable landowner will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Series 2026A Bonds and/or Series 2026B Bonds, as applicable, plus accrued interest, such that the amount of non-ad valorem assessments securing each Series allocated to each Planned Assessable ERU does not exceed the amount of debt service that would

have been allocated thereto, had the total number of Planned Assessable ERUs not changed from what is represented in **Table 4**. Conversely, if the Planned Assessable ERUs is greater than the Total Assessable ERUs, then there will be a pro-rata decrease in the annual non-ad valorem assessments securing each Series to all of the benefited properties.

Table 4 – Total Assessable Lots/Units/ERUs

<u>Product Type (Lot Size)</u>	<u># of Units</u>	<u>ERU Factor</u>	<u>ERUs</u>
Single Family - 77	230	1.540	354.20
TOTAL			354.20

All assessments levied run with the land. A determination of a true-up payment shall be based on the terms and provisions of a true-up agreement entered into between the District and the Landowner. It is the responsibility of the landowner of record (other than home buyers) to make any required true-up payments that are due. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied.

In the event that additional land is annexed into the Assessment Area Two-Parcel A-10 Project Area which is currently not subject to the assessments and is developed in such a manner as to receive special benefit from the Parcel A-10 Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this allocation methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

8.0 PRELIMINARY ASSESSMENT ROLL

When fully developed, the current site plan for the Assessment Area Two-Parcel A-10 Project Area will include the one land use in **Table 4**.

9.0 ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, consultants and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this report.

Special District Services, Inc. does not represent the Avenir Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended.

Similarly, Special District Services, Inc. does not provide the Avenir Community Development District with financial advisory services or offer investment advice in any form.

APPENDIX 1

AVENIR COMMUNITY DEVELOPMENT DISTRICT

PROJECT COST ESTIMATES FOR MASTER ASSESSMENT METHODOLOGY

INFRASTRUCTURE PROJECT FOR ASSESSMENT AREA - PARCEL A-10

	Tax-Exempt	Taxable	Share of Previous Costs	Total
Water Management	\$16,333,659	\$0	\$3,000,000	\$19,333,659
Water Distribution System and Sewage Collection	\$7,927,217	\$0	\$2,000,000	\$9,927,217
Landscaping & Irrigation Outside of Gate	\$2,432,790	\$0	\$0	\$2,432,790
Roadways	\$0	\$1,686,035	\$2,000,000	\$3,686,035
Landscaping & Irrigation	\$0	\$578,683	\$2,000,000	\$2,578,683
Walls, Hardscape, Gate, Common Area & Sidewalks	\$1,040,539	\$1,211,775	\$2,000,000	\$4,252,314
TOTAL	\$27,734,205	\$3,476,493	\$11,000,000	\$42,210,698

APPENDIX 2

AVENIR COMMUNITY DEVELOPMENT DISTRICT

BOND SIZING

FOR ASSESSMENT AREA TWO-PARCEL A-10 PROJECT AREA

	Tax Exempt A Bond Sizing	Tax Exempt B Bond Sizing	Taxable B Bond Sizing	TOTAL
Par Amount	\$5,680,000	\$35,295,000	\$4,660,000	\$45,635,000
Original Issue Discount	\$0	(\$1,764,750)	(\$233,000)	(\$1,997,750)
Debt Service Reserve Fund	(\$227,813)	(\$1,279,444)	(\$215,525)	(\$1,722,781)
Capitalized Interest	(\$184,442)	(\$3,745,927)	(\$631,009)	(\$4,561,379)
Underwriters Discount and Issuance Costs	(\$123,394)	(\$770,674)	(\$103,973)	(\$998,041)
Construction Funds	\$5,144,351	\$27,734,205	\$3,476,493	\$36,355,049
Bond Interest Rate (Average Coupon)	7.00%	7.25%	9.25%	N/A

APPENDIX 3

AVENIR COMMUNITY DEVELOPMENT DISTRICT

PROJECT ALLOCATION (BENEFIT) FOR

ASSESSMENT AREA TWO-PARCEL A-10 PROJECT AREA

Type	Lot Size	# of Units	ERU	Total ERU	Tax-Exempt		Taxable	
					Total Project Cost Allocation Per Type	Total Project Cost Allocation Per Unit	Total Project Cost Allocation Per Type	Total Project Cost Allocation Per Unit
Single Family	77	230	1.540	354.2	\$38,734,205.00	\$168,409.59	\$3,476,493.00	\$15,115.19
Total		230		354.20	\$38,734,205.00		\$3,476,493.00	

APPENDIX 4

AVENIR COMMUNITY DEVELOPMENT DISTRICT

ALLOCATION OF BOND DEBT PER UNIT

FOR ASSESSMENT AREA TWO-PARCEL A-10 PROJECT AREA

(Tax-Exempt)

(Tax-Exempt)

(Taxable)

A Bond

B Bond

B Bond

Type	Lot Size	# of Units	ERU	Total ERU	Debt Allocation Per Unit Type	Bond Debt Allocation Per Unit	Debt Allocation Per Unit Type	Bond Debt Allocation Per Unit	Debt Allocation Per Unit Type	Bond Debt Allocation Per Unit
Single Family	77	230	1.540	354.2	\$5,680,000.00	\$24,695.65	\$35,295,000.00	\$153,456.52	\$4,660,000.00	\$20,260.87
Total		230		354.20	\$5,680,000.00		\$35,295,000.00		\$4,660,000.00	

APPENDIX 5

AVENIR COMMUNITY DEVELOPMENT DISTRICT

CALCULATION OF ANNUAL DEBT SERVICE

FOR ASSESSMENT AREA TWO-PARCEL A-10 PROJECT AREA

	(TE) A Bond	(TE) B Bond	(Taxable) B Bond	Total
1 Maximum Annual Debt Service Assessment to be Collected (Net of Discounts and Fees)	\$455,625	\$3,729,250	\$677,225	\$4,862,100
2 Maximum Annual Debt Service Assessment to be Collected (Grossed Up)*	\$484,707	\$3,967,287	\$720,452	\$5,172,447
3 Maximum Annual Debt Service per Unit Type	See Appendix 6	See Appendix 6	See Appendix 6	See Appendix 6

*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes. These costs are not applicable if the landowner is directly billed for the assessments.

APPENDIX 6

AVENIR COMMUNITY DEVELOPMENT DISTRICT

ALLOCATION OF DEBT SERVICE ASSESSMENTS

ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO-PARCEL A-10 PROJECT AREA

Tax-Exempt A & B

Residential Parcel	Lot Size	# of Units	ERU Factor	Total ERU	<u>A Bond</u> Maximum Annual Debt Assessment Per Unit	<u>A Bond</u> Maximum Annual Debt Assessment Per Unit*	<u>A Bond</u> Maximum Annual Debt Assessment Per Unit Type	<u>A Bond</u> Maximum Annual Debt Assessment Per Unit Type*
Single Family	77	230	1.540	354.20	\$1,980.98	\$2,107.42	\$455,625.00	\$484,707.45
Residential Parcel	Lot Size	# of Units	ERU Factor	Total ERU	<u>B Bond</u> Maximum Annual Debt Assessment Per Unit	<u>B Bond</u> Maximum Annual Debt Assessment Per Unit*	<u>B Bond</u> Maximum Annual Debt Assessment Per Unit Type	<u>B Bond</u> Maximum Annual Debt Assessment Per Unit Type*
Single Family	77	230	1.540	354.20	\$16,214.13	\$17,249.07	\$3,729,250.00	\$3,967,287.23
Total Tax-Exempt A & B		230					\$4,184,875.00	\$4,451,994.68

Taxable B

Residential Parcel	Lot Size	# of Units	ERU Factor	Total ERU	<u>B Bond</u> Maximum Annual Debt Assessment Per Unit	<u>B Bond</u> Maximum Annual Debt Assessment Per Unit*	<u>B Bond</u> Maximum Annual Debt Assessment Per Unit Type	<u>B Bond</u> Maximum Annual Debt Assessment Per Unit Type*
Single Family	77	230	1.540	354.20	\$2,944.46	\$3,132.40	\$677,225.00	\$720,452.13
Total Taxable B	N/A	230	N/A	354.20	N/A	N/A	\$677,225.00	\$720,452.13

* This has been grossed up to include a 4% discount for early payment of assessments, a 1% fee for the Tax Collector, and a 1% service fee for the Property Appraiser.

LEGAL DESCRIPTION:

AVENIR – POD 10, AS RECORDED IN PLAT BOOK 138, PAGE 88 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

GROSS ACRES = 108.191 +/-

RESOLUTION NO. 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2026-04; AMENDING THE DATE AND TIME FOR THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2026/2027 FINAL BUDGET AND ASSESSMENTS AND AUTHORIZING THE SECRETARY AND DISTRICT MANAGER TO TAKE CERTAIN ACTIONS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Avenir Community Development District (the “District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and

WHEREAS, the Board previously adopted Resolution 2026-04 approving a proposed budget and setting a public hearing for August 27, 2026; and

WHEREAS, due to the unforeseen inability of the Board to secure a quorum for the scheduled public hearing, said public hearing had to be re-advertised and rescheduled; and

WHEREAS, the public hearing has been rescheduled for September 3, 2026, and all other requirements and filings associated with the preparation of the fiscal year budget have been completed.

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

1. Resolution No. 2026-04 is hereby amended to change the date and time of the Public Hearing to September 3, 2026, 12:30 p.m. in the Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, FL 33410, for the purpose of receiving public comments on the Proposed Fiscal Year 2026/2027 Budget.

2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with all applicable notice requirements.

PASSED, ADOPTED and EFFECTIVE this 25th day of June, 2026.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

From: [Lasone Rattanavong](#)
To: [Megan Bowden](#)
Subject: Avondale Fencing on Lake Banks
Date: Thursday, June 4, 2026 11:33:11 AM
Attachments: [image.png](#)
[2025signature_2298c9c0-9578-463f-a7f3-fdcbd7b50bab.png](#)
[signaturerecommendation\(2\)_1567fa83-d687-49de-a632-308a636f23e3.png](#)

Hi Megan,

Avondale would like to install 2 fences along the lakes that border Coconut Boulevard to prevent people from walking into the backyards of our residents. The gates will be going in the two areas marked below in red lines. Please let me know if there is any other information you all need for approval.

Thank you,



Unparalleled Property Services



Lasone Rattanavong

Property Manager | Castle Group
500 S. Australian Ave. Suite 700., West Palm Beach, FL 33401
lrattanavong@castlegroup.com | www.castlegroup.com
P: 561-444-8051



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Randy's Holiday Lighting

3718 Interstate Park Road North | West Palm Beach, Florida 33404
 (561) 845-8000 | office@randysholidaylighting.com |
 www.randysholidaylighting.com

RECIPIENT:

Avenir CDD

Jason Pierman
 12255 Avenir Drive
 Palm Beach Gardens, FL 33412
 Phone: (561) 630-4922

Quote #27212	
Sent on	May 27, 2026
Total	\$44,564.00



Thank you for considering Randy's Holiday Lighting for your Holiday Lighting and Decor needs...we appreciate your support!

For over 25 years, we've been South Florida's trusted partner for stunning holiday displays that captivate and inspire. With our owned fleet of professional bucket trucks, we ensure maximum reliability and seamless service. Our expert team delivers a completely hands-off experience - from custom design and flawless installation to turnkey maintenance, takedown and storage - guaranteeing your property dazzles all season long! Please don't hesitate to reach out to our office if you would like to make any changes to the proposed design.

Product/Service	Description	Qty.	Unit Price	Total
NOTE: REQUEST SALES TAX CERTIFICATE FOR EXEMPT STATUS ***WE WILL HAVE TO CHARGE SALES TAX IF WE DON'T RECEIVE A COPY OF YOUR EXEMPT SALES TAX CERTIFICATE****	****NOTE TO CUSTOMER: TO PROVIDE 6 POWER OUTLETS IN FOLLOWING AREAS - 2 ON EACH SIDE OF THE AVENIR DR AND COCONUT ENTRANCES; 1 IN THE CENTER MEDIAN IN FRONT OF THE CLUBHOUSE; 1 IN CENTER MEDIAN WHERE TOWER TREE TO BE INSTALLED****OUTLETS ARE NEEDED IN ALL AREAS WHERE LIGHTS ARE TO BE INSTALLED & WE CANNOT CROSS WALKWAYS OR STREETS WITH CORDS AS IT IS A TRIPPING HAZARD****			
NOTE TO INSTALLERS:	****NOTE TO INSTALLERS: 58' TRUCK NEEDED FOR TOP OF MONUMENTS ALONG NORTHLAKE AND 2 FURTHEST IN MEDJOOLS AT THE FRONT OF THE CLUBHOUSE****			

MAIN ENTRANCE AT
 NORTHLAKE BLVD &
 AVENIR DRIVE



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Product/Service	Description	Qty.	Unit Price	Total
Holiday Installation	Light the trunks and fronds of the 11 Medjool Palms in the center median with 30 sets of COAXIAL WARM WHITE LED mini lights per tree, 20 fronds to be lit per tree. ****NOTE: CONSTANT POWER OUTLET IN THE CENTER OF THE MEDIAN WILL REQUIRE A TIMER****SPLIT THE LOAD BETWEEN THE 2 OUTLETS IN THE BOX***			
Coaxial WW LED mini(green wire)	Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	330	\$27.00	\$8,910.00
Holiday Installation	Outline both the top edge of both curved monument walls and the top edge of the lip of all 4 sides of the tower section and 3 sides of the smaller towers at the Avenir entrance from end to end (road facing side) with 240' of C-7 WARM WHITE LED lights per monument			
C-7 White 12" stringer	White wire C-7 stringer (12" spacing) cost per foot	480	\$2.50	\$1,200.00
C-7 Warm White LED bulb	C-7 WARM WHITE LED bulbs (for C-7 stringer)	480	\$2.50	\$1,200.00
Greens/Decor Installation	Install a custom decorated and lit 72" wreath under the big arch over the side walk on the inside parts of the monument walls - the wreaths are to face Northlake Blvd (ornament colors to be traditional with reds, greens, golds and large red bows)****NOTE: INSTALL TWO EYE HOOKS AND BRIDLE THE WREATH TO HOLD IN PLACE****			
Wreath 72" (EXTERIOR)	72" Custom decorated and lit wreath IMAGE SHOWN FOR ILLUSTRATIVE PURPOSES. ALL DECOR ELEMENTS WILL BE CUSTOM-DESIGNED TO THE CUSTOMER'S SPECIFICATIO	2	\$395.00	\$790.00
NORTHALKE BLVD & COCONUT BLVD ENTRANCE				
Holiday Installation	Outline the upper and lower edges of the "Avenir" sign on the tower sections of the monuments with 120' of C-7 WARM WHITE LED lights per monument (the lights are to go on the lip above & the lip below the community name)			



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Product/Service	Description	Qty.	Unit Price	Total
C-7 White 12" stringer	White wire C-7 stringer (12" spacing) cost per foot	240	\$2.50	\$600.00
C-7 Warm White LED bulb	C-7 WARM WHITE LED bulbs (for C-7 stringer)	240	\$2.50	\$600.00
Greens/Decor Installation	Install a custom decorated and lit 60" wreath under the white pergola entrance closest to the road (facing Northlake Blvd) on both monument structures (ornament colors to be traditional with reds, greens, golds & large red bows)****NOTE: BRIDLE THE WREATH AROUND THE TRELLACE TO HOLD IN PLACE****			
Wreath 60" (EXTERIOR)	60" Custom decorated and lit wreath IMAGE SHOWN FOR ILLUSTRATIVE PURPOSES. ALL DECOR ELEMENTS WILL BE CUSTOM-DESIGNED TO THE CUSTOMER'S SPECIFICATIONS.	2	\$325.00	\$650.00
EAST SIDE OF COCONUT BLVD ENTRANCE:				
Holiday Installation	Light the trunks, husks and fronds of the 2 Royal Palms behind the pergola with 15 sets of COAXIAL WARM WHITE LED mini lights per tree, 8 fronds to be lit per tree			
Coaxial WW LED mini(green wire)	Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	30	\$27.00	\$810.00
Holiday Installation	Light the trunks, husks and fronds of the closest 2 Royal Palms East of the monument with 22 sets of COAXIAL WARM WHITE LED mini lights per tree (8 fronds to be lit per tree)			
Coaxial WW LED mini(green wire)	Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	44	\$27.00	\$1,188.00
Holiday Installation	Light the 3 Skinny Palms (up to the green husks) on the East side with 2 sets of COAXIAL WARM WHITE LED mini lights per tree			



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Product/Service	Description	Qty.	Unit Price	Total
Coaxial WW LED mini(green wire)	Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	6	\$27.00	\$162.00
WEST SIDE OF THE COCONUT BLVD ENTRANCE:				
Holiday Installation	Light the trunks, husks and fronds of the 2 Royal Palms behind the pergola with 15 sets of COAXIAL WARM WHITE LED mini lights per tree (8 fronds to be lit per palm)			
Coaxial WW LED mini(green wire)	Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	30	\$27.00	\$810.00
Holiday Installation	Light the trunks, husks and fronds of the 3 larger Royal Palms West of the monument with 22 sets of COAXIAL WARM WHITE LED mini lights per tree (do not light the 2 small Royal Palms further back on the west side of the monument)(8 fronds to be lit per palm)			
Coaxial WW LED mini(green wire)	Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	66	\$27.00	\$1,782.00
CLUBHOUSE: (1/2 mile inside the Avenir Drive entrance)				
Holiday Installation	Light the trunks and fronds of 4 Medjool Palms in the first two center medians of the driveway entrance to the Clubhouse with 30 sets of COAXIAL WARM WHITE LED mini lights per tree, 20 fronds to be lit per tree			
Coaxial WW LED mini(green wire)	Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	120	\$27.00	\$3,240.00
Holiday Installation	Light the trunks, husks and fronds of the 9 Royal Palms in the circular island on the south side of the clubhosue with 23 sets of COAXIAL WARM WHITE LED mini lights per tree, 10 fronds to be lit per tree			



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Product/Service	Description	Qty.	Unit Price	Total
Coaxial WW LED mini(green wire)	Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	207	\$27.00	\$5,589.00
Holiday Installation	Light the trunks and fronds of the 6 Medjool Palms on the West side entrance of the Clubhouse with 30 sets of COAXIAL WARM WHITE LED mini lights per tree ***58' truck needed here to reach the 2 furthest back palms***			
Coaxial WW LED mini(green wire)	Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	180	\$27.00	\$4,860.00
Greens/Decor Installation	Install a 6' freestanding electric outdoor Menorah with large bright bulbs to the right side of the first set of stairs (in the upper grassy section just above the sidewalk - secure with stakes & wire)			
Menorah - 6'	6' free standing menorah along with skirt and blue and silver gift boxes	1	\$695.00	\$695.00
CENTER MEDIAN	GRASSY AREA IN FRONT OF CLUBHOUSE WEST ENTRANCE (across the street)			
Holiday Installation	Light the trunks and fronds of the 4 Medjool Palms in the center island (on each side of the trellises) with 30 sets of COAXIAL WARM WHITE LED mini lights per tree (20 fronds to be lit per tree)			
Coaxial WW LED mini(green wire)	Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	120	\$27.00	\$3,240.00



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Product/Service	Description	Qty.	Unit Price	Total
Holiday Installation	Install a 6M BOSTON NEWTON SPIRAL TREE (6M X 2.7M) SILVER PAINTED ALUMINUM FRAME, PVC GARLAND, 2700L 24 WARM WHITE/ WARM WHITE FLASH LED, 71M 24V WARM WHITE LED ROPE LIGHT TRANSFORMER, POWER CORD WITH UL PLUG, AND METAL FRAME PACKING. COLOR: GOLD (consult with customer to make sure it's put in the area they would like) *****RECCOMEND MOVING THE SPRIAL TREE TO THE FAR NORTH SIDE OF THE LARGE CENTER ISLAND SO IT CAN BE SEEN AS CARS APPROACH THE ISLAND ON THE WAY TO THE CLUBHOUSE - AN OUTLET WILL BE NEEDED IN THAT LOCATION IF IT IS TO BE INSTALLED THERE*****			
Other Decorations	Specialty items not in Regular Inventory or Special Instructions for installation crew	1	\$4,300.00	\$4,300.00
WEST ENTRANCE ON NORTHLAKE & PANTHER NATIONAL BLVD:				
Holiday Installation	Light the trunks and fronds of 4 Medjool Palms in the center median with 30 sets of COAXIAL WARM WHITE LED mini lights per tree (20 fronds to be lit per tree)			
Coaxial WW LED mini(green wire)	Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	120	\$27.00	\$3,240.00
Holiday Installation	Light the trunks and fronds of 6 additional Medjool Palms (3 on the entrance side, 3 on the exit side) with 30 sets of COAXIAL WARM WHITE LED mini lights per tree (20 fronds to be lit per tree)			
Coaxial WW LED mini(green wire)	Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	180	\$27.00	\$4,860.00
Holiday Installation	Hang a 72" custom decorated and lit wreath in the center of the opening above the "AVENIR" signage for both monument signs, 1 per side (wreath is to face Northlake)(ornament colors to be traditional with reds, greens, golds and large red bows)			



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Product/Service	Description	Qty.	Unit Price	Total
Wreath 72" (EXTERIOR)	72" Custom decorated and lit wreath IMAGE SHOWN FOR ILLUSTRATIVE PURPOSES. ALL DECOR ELEMENTS WILL BE CUSTOM- DESIGNED TO THE CUSTOMER'S SPECIFICATIO	2	\$395.00	\$790.00
Bucket truck fee	BUCKET TRUCK/EQUIPMENT FEE: INCLUDED	1	\$0.00	\$0.00
3 year contract discount	10% discount for 3 year contract - Customer agrees to spend not less than 90% of the first year contract price over the next three (3) years in exchange for a 10% discount each of the 3 years. If customer chooses to cancel the contract prior to the expiration of the contract, the customer will reimburse Randy's Holiday Lighting the amount of the discount given each of the prior years. Cancellation must occur in writing no later than September 1st of each year, prior to their job being scheduled, or the customer will be obligated for the full amount of the contract for that year. (YEAR 2 OF 3)	1	-\$4,952.00	-\$4,952.00

Subtotal	\$44,564.00
Tax Exempt (0.0%)	\$0.00
Total	\$44,564.00

Attachments

View online <https://l.jbbr.io/Ug9WfqR>

-  AVR Randys Holiday Lighting Agreement 2025.PDF
-  Customer Awareness and Troubleshooting Worksheet.pdf

Payment Schedule

50%	Deposit	\$22,282.00
50%	Final Payment - Lights On	\$22,282.00



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WE ACCEPT PAYMENTS BY ZELLE, BANK CHECK, ACH AND CREDIT CARDS (CC). IF YOU WISH TO PAY BY ACH OR CREDIT CARD, PLEASE CONTACT OUR OFFICE AT OFFICE@RANDYSHOLIDAYLIGHTING.COM OR CALL US AT 561-845-8000 TO PROCESS THE PAYMENT. PLEASE NOTE 1% TRANSACTION FEE WILL BE ADDED FOR ACH TRANSACTIONS AND 3% TRANSACTION FEE WOULD BE ADDED FOR CREDIT CARD TRANSACTIONS. YOU CAN ALSO CHOOSE TO PAY BY ZELLE AT 561-685-7248 (BUSINESS NAME: "STALLION EQUITIES, LLC dba RANDY'S HOLIDAY LIGHTING").

This estimate is valid for the next 30 days, after which it may be subject to change.

DISCLOSURES FOR RANDY'S HOLIDAY LIGHTING - 2026

1. This is a contract, make sure you understand the terms before you sign it.
2. Set-up, maintenance, removal and storage is included. Maintenance is included from November 15th through January 2nd. Repairs outside of that time will incur additional charges. Lights can be left up until the end of January at no additional charge. LIGHTING REMOVAL: Removal of all lighting is done from Jan 2nd through Jan 31 unless other arrangements are made in writing. Removal of all greens (Christmas trees, garland, wreaths, menorahs, etc.) is done between January 2nd - January 15th. Any greens left up beyond January 15th at the customers request, will incur additional charges.
3. INSTALLATION TIMING: Randy's Holiday Lighting must be allowed to install lights up to 60 days prior to your turn on date. The lights will remain unplugged until your turn on date, we will ensure that your lights work properly on that date.
4. WHAT'S INCLUDED: Pricing includes all extension cords, staples, tie wraps, etc. in order to complete each job. All prices are for leased product, unless otherwise noted.
5. Electrical receptacles are necessary for each area to be lit.
6. GFI outlets are notoriously sensitive to tripping. Customers are responsible for resetting all GFI's. There is no way to prevent GFI protected outlets or breakers from tripping when the LIGHTS get wet. They simply must be reset once they are dried out. In order to minimize the tripping of the GFI outlets make sure to not run your sprinklers at the same time any of the lights are on. Also, DO NOT tape up or cover any connections, this will only trap moisture. Failure to follow these instructions may void the warranty. SEE OUR ATTACHED TROUBLESHOOTING WORKSHEET.
7. PRUNING: All trees and palms must be substantially pruned no later than September 15 or at least sixty (60) days prior to the scheduled "turn-on" date, whichever occurs first. Failure to complete required pruning by this date may result in additional charges or delays to installation. Low-level bushes are typically decorated on or near the scheduled "turn-on" date, as they often require ongoing pruning throughout the season. If pruning has not been completed by the agreed date and our crew arrives onsite but is unable to proceed, the Customer will be responsible for a Rescheduling Fee as follows:
 - Miami-Dade County: \$600
 - Broward County / Martin County / Port St. Lucie County: \$500
 - Palm Beach County: \$400If the Customer authorizes RHL to perform on-site trimming and proceed with installation, the Rescheduling Fee will be waived. In such cases, a Pruning Fee will apply as follows:
 - Short palms: \$75 per palm
 - Tall palms: \$100 per palmRHL will trim fronds and stack debris neatly on site. RHL does not remove or haul debris, and disposal must be coordinated by the Customer through their landscaping provider.
8. POTENTIAL DAMAGES: Hot glue is the only effective way to attach lights to concrete or stucco surfaces and some residue may be left once the lights are removed. We will make every effort to minimize the leftover residue and damage that may occur when removing the lights but the customer may have to make some repairs to the concrete/stucco surfaces after the lights have been removed. Randy's Holiday Lighting will not be responsible for repairing these surfaces if they become damaged during removal. All damages or theft to lights and decorations that we have no control over, i.e. vandalism, theft, damage from lawn maintenance equipment, severe weather, electrical surges, or unpruned palm fronds will be billed as an additional charge to the customer. In the event of a disaster (i.e. hurricane, tornado, etc.) damaged lights/decorations or lights that must be reinstalled will be charged to the customer.



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9. **POTENTIAL DAMAGES CONTINUED:** It is necessary many times to drive our trucks on sidewalks in order to install holiday lights but we will not be responsible for any damage our trucks may do to the sidewalks. If you do not want our trucks to drive on your sidewalks, you must notify us in writing.

10. **INSTALLATION DATES** are booked upon receiving your signed contract and a 50% deposit. The remaining balance of your lighting and/or decorations will be billed once your lights are turned on or decorations are installed.

11. **METHOD OF ATTACHING LIGHTING:** All lights are attached and priced by using staples. If, for any reason, we cannot use staples, there will be an upcharge for alternate methods of attaching lights.

12. **PROMOTIONAL RIGHTS:** Randy's Holiday Lighting reserves the right to use photographs or videos of your decor in promotional material.

13. **UNPAID BALANCES:** Our final invoices are sent out when your lights are turned on with a 30 day window for payment. Any invoices NOT paid within the 30 day window will incur a 1.5% interest charge per month. If any balance remains unpaid after 120 days, we will be forced to seek legal options to collect. At that time you will be responsible for the balance due along with any and all court costs applied to your case.

14. **LEGAL INFORMATION:** Any legal action brought by or against either party under the terms of this Agreement shall be determined by the laws of the State of Florida, and venue and jurisdiction for said action shall be within the county of Palm Beach and the State of Florida, respectively

15. **SERVICE CALLS:** If lighting is not functioning properly or changes to decorations are requested, the Customer must submit a Service Call by one of the following methods:

- Email: office@randysholidaylighting.com
- Website: <https://randysholidaylighting.com/maintenance-request/>
- Phone: 561-845-8000

RHL will make every effort to respond and complete service within forty-eight (48) hours of receiving the Service Call request. A Service Call Fee may apply, in addition to the cost of any replacement materials, as follows:

- Miami-Dade County: \$175
- Broward County / Martin County / Port St. Lucie County: \$150
- Palm Beach County: \$125

Service Call Fees will be applicable outside the warranty period (November 15 through January 2) and during the warranty period for issues not related to lighting malfunction, including but not limited to GFI resets, power interruptions, or other conditions that are the Customer's responsibility under this Agreement.

Signature: _____ **Date:** _____

Arazoza Brothers Corp.

2026 Storm Cleanup Agreement
And Pricing Worksheet for
Avenir

The following pricing is effective when a named Tropical Storm/Hurricane has occurred with landscape damage requiring specialized equipment and clean up. Agrees and commits its prioritized efforts and response to clear traffic flow of fallen hazardous, damaged trees to afford safe passage for Emergency Vehicles and the safety of citizens. Because damage may be isolated due to subsequent, localized tornadic occurrences, hourly rates will prevail and be billed from door to door to include travel time. Invoicing will be authorized only by written agreement with owners or designated representatives and Arazoza Brothers Authorized Representative.

Hourly rates as follows*

Ground Crew Member	\$75.00/hour
Crew Leader/Driver Labor	\$85.00/hour
Chainsaw with operator	\$95.00/hour
Dump/Haul Away Per Truck Load	\$250/Truck Load
Skid Steer with operator (3 hour minimum)	\$195.00/hour
Manlift with operator (3 hour minimum)	\$195.00/hour
Material For Staking Trees** – 1 banding kit including (3) 2x4	\$60.00 Per Kit
Material For Staking Trees** – Lodge Pole Kit and Strapping (3 Lodge Poles)	\$55 Per Kit

**If grapple truck or other heavy machinery is necessary, market pricing will be provided*

***Tree staking time is based on set labor rate pricing plus material and equipment rental fees for larger trees if necessary*

Job Site: _____

Job Site Representative: _____

Signature: _____

Date: _____



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 06/19/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 155 - Replace 2 Dead Sylvester Palms on Coconut Blvd.
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace 2 dead Palms with 16 foot of clear trunk Sylvester Palms in Center Median of Coconut North of Solana Bay	Price includes plant restoration	1.00	\$6,500.00	\$6,500.00
Grand Total			\$6,500.00	

MEMORANDUM

TO: District Manager

FROM: Billing Cochran, P.A.
District Counsel

DATE: June 11, 2026

RE: 2026 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter [TBD], Laws of Florida (HB 0145). This legislation amends the sovereign-immunity statute to raise liability caps and change tort-claim procedures for government entities. The bill revises Section 768.28, Florida Statutes, increasing the statutory limits on damages recoverable against the state and its agencies/subdivisions (including special districts). For causes of action accruing on or after October 1, 2026, the liability caps increase from \$200,000 to \$350,000 per person and from \$300,000 to \$500,000 per incident. The bill also authorizes state agencies and subdivisions to settle claims or judgments in excess of those caps, up to available insurance limits, without requiring a legislative claims bill.

The bill authorizes a state subdivision (e.g. counties, municipalities, special districts including CDDs) to settle a claim or judgment in excess of the statutory cap without requiring a separate legislative claim bill, so long as settlement is within insurance coverage limits. The bill prohibits any insurance policy issued on or after October 1, 2026, from conditioning liability coverage or payment on the later enactment of a legislative claim bill.

In addition, the bill shortens the pre-suit notice period by requiring claimants to present a claim to the appropriate agency within 18 months after accrual of the claim, rather than the current three-year period. It also revises the statute of limitations by requiring most negligence actions against governmental entities to be filed within two (2) years, while maintaining existing limitations periods for medical malpractice, wrongful death, and contribution claims. The bill also reduces the time for an agency or the Department of Financial Services to make a final disposition of a claim before it is deemed denied, from six (6) months to four (4) months.

This law applies directly to CDDs because CDDs are among the “subdivisions” of state government covered by section 768.28, Florida Statutes. As such CDDs may now be subject to higher damage awards for tort claims.

2. Chapter [TBD], Laws of Florida (HB 273). This legislation revises Florida law governing state financial assistance and rural economic development programs to include certain

special districts and improve payment processing for eligible rural entities. The bill amends Section 215.971, Florida Statutes to allow state agencies, under certain conditions, to directly facilitate or expedite payment of invoices for counties, municipalities, and qualifying special districts, particularly those located in rural areas or designated rural areas of opportunity. It authorizes agencies to structure agreements so that eligible rural governments and certain special districts, especially those providing water and wastewater services, receive faster payment processing for verified, completed work. The intent is to reduce financial strain and cash flow challenges that rural entities often face when administering state-funded projects, while preserving existing legal and regulatory requirements. The legislation also amends Section 288.0656, Florida Statutes to expand the definition of “rural community” to explicitly include independent special districts that provide water and wastewater services within rural areas of opportunity. This expansion makes those districts eligible for rural economic development support programs and related state assistance. The act takes effect July 1, 2026.

This legislation applies CDDs in a limited and conditional way, depending on the type of CDD and the services it provides. CDDs that are involved in state-funded infrastructure projects, such as water, wastewater, drainage, or utility improvements, may benefit from the amendment to Section 215.971, Florida Statutes. If a CDD is acting as a recipient or sub recipient of state financial assistance, the law allows state agencies to structure agreements so that invoices can be processed and paid more quickly for verified work. This can improve cash flow for CDDs building infrastructure, particularly smaller or rural CDDs that rely on this type of reimbursement funding. Second, the bill’s expansion of the definition of “rural community” under Section 288.0656, Florida Statutes generally does not directly include most CDDs, because eligibility is tied primarily to counties, municipalities, and independent special districts providing water and wastewater services in rural areas of opportunity. A typical CDD would only benefit if it meets those narrow conditions, meaning it operates in a qualifying rural area and functions in a way that aligns with the statutory definition (or is structured similarly to an independent utility-focused district).

3. Chapter [TBD], Laws of Florida (HB 0655). This legislation creates a new exemption under Florida law (Section 70.90, Florida Statutes) that allows agencies to hold closed attorney-client meetings during the 90-day notice period for claims brought under the Bert J. Harris, Jr., Private Property Rights Protection Act. These closed meetings are limited to discussions between the agency and its attorney for purposes of settlement strategy or negotiation of private property rights claims. While the meetings are exempt from Florida’s Sunshine Law, they must still be recorded by a certified court reporter, fully transcribed, and later released as a public record once the claim is resolved or the statute of limitations expires if no settlement or litigation occurs.

The law also creates a temporary public records exemption for the transcripts, recordings, minutes, and related materials generated during these closed sessions, ensuring confidentiality during active negotiations. However, this exemption is not permanent; it is subject to future legislative review and sunsets in 2031 unless reenacted. The act takes effect July 1, 2026.

The law allows a CDD Board of Supervisors to hold closed attorney-client sessions when the CDD is facing a pre-suit claim under the Bert J. Harris, Jr., Private Property Rights Protection Act regarding topics such as land use impacts, infrastructure construction, easement disputes, and development-related claims that can trigger property rights assertions under the Bert Harris Act.

During these closed sessions, the CDD can privately discuss settlement strategy with its attorney without public disclosure of sensitive legal positions. However, the exemption is narrow and procedural. The CDD must still provide public notice of the meeting, the session must begin and end in an open meeting, and a certified court reporter must record everything discussed. Although the discussion is confidential at the time, the transcript becomes a public record once the claim is resolved or the statutory timeframe expires if no settlement or lawsuit is filed.

4. Chapter 2026-115, Laws of Florida (HB 1085). This legislation creates the Local Government Cybersecurity Protection Program within the Florida Digital Service to assist local governments in strengthening cybersecurity defenses, particularly against threats such as ransomware. It establishes a statewide grant and procurement program that allows eligible local governments to access cybersecurity-related information technology commodities and services through contracts managed by the Florida Digital Service, with a preference for fiscally constrained counties. The program also requires data-sharing agreements between the state and participating local governments to support threat detection, prevention, and incident response.

Local governments may either apply for grants or independently purchase cybersecurity services through state-negotiated contracts, though the local government remains responsible for any associated costs. The law further requires annual reporting to the Governor and Legislature on program participation, funding, and outcomes, ensuring oversight and transparency. The program is set to operate through 2031 unless reenacted. The act takes effect July 1, 2026.

This law applies to CDDs because CDDs are local governments for many operational purposes, including infrastructure, procurement, and administrative functions, and therefore fall within the category of eligible participants under the Local Government Cybersecurity Protection Program. CDDs would be able to access state-negotiated cybersecurity contracts and services through the Florida Digital Service to improve protection of district systems. Even if a CDD does not apply for a cybersecurity grant, it may still purchase cybersecurity commodities and services through the state contracts, which could help reduce costs and improve security standards. However, participation is optional rather than mandatory, and CDDs remain responsible for all costs associated with any purchases or services obtained under the program.

5. Chapter [TBD], Laws of Florida (SB 1180). This legislation makes several targeted but significant changes to the law governing CDDs under Chapter 190, Florida Statutes, with the most important impact being the creation of a formal recall process for elected board members. The bill's primary feature is the creation of a new statutory section establishing a detailed procedure that allows qualified electors within a CDD to remove elected members of the board of supervisors through a recall process. The law limits recall to specific grounds such as malfeasance, misfeasance, neglect of duty, incompetence, drunkenness, permanent inability to perform duties, or conviction of certain felonies. It sets out a structured, multi-step process that begins with a petition signed by at least 10 percent of eligible voters, followed by verification of signatures, the preparation of a formal record of recall proceedings, and then a second petition requiring 15 percent of electors to trigger a recall referendum. If the referendum proceeds, a majority vote determines whether the board member is removed from office, and any resulting vacancy is filled according to existing statutory procedures. The legislation also imposes campaign finance requirements on recall efforts, establishes timelines, governs petition form and verification, allows limited

withdrawal of signatures, and creates penalties for fraud or misconduct in the petition process. In addition to the recall framework, the bill clarifies that CDD board members elected by residents are subject to recall, aligning CDD governance more closely with other forms of local government accountability. It also provides that individuals removed by recall, or who resign after a recall petition is filed, are ineligible for reappointment to the board for two years.

The legislation further revises the definition of “compact, urban, mixed-use district” under Section 190.003, Florida Statutes. The revised definition applies to districts consisting of a maximum of 75 acres located within a municipality and within either a qualified opportunity zone or a community redevelopment area. The amendment clarifies qualifying development thresholds by providing that such districts must include either at least 400,000 square feet of retail development and 500 residential units, or at least 250,000 square feet of commercial development and 500 affordable residential rental units for very-low-income, low-income, or moderate-income persons. This revision is significant for developers because it affects eligibility and structuring considerations for the creation of certain community development districts.

The legislation clarifies that restrictions on local regulation of synthetic turf do not prevent a CDD from enforcing private deed restrictions, preserving a CDD’s ability to uphold community standards through covenants. The act takes effect July 1, 2026.

This law applies directly to CDDs because it creates, for the first time, a formal statutory process that allows residents to recall elected members of a CDD board of supervisors. It introduces clear procedures, thresholds, and legal standards for removal, thereby increasing accountability of board members to district electors. The law also clarifies that CDDs may continue enforcing deed restrictions despite broader limits on local regulation of synthetic turf and updates certain statutory definitions affecting district formation and development. Overall, the most significant impact is the shift toward greater resident oversight and governance accountability within CDDs.

5. Chapter 2026-3, Laws of Florida (SB 290). This legislation revises multiple areas of state law, with a primary focus on agriculture, public safety, contractor regulation, and consumer protection. A significant component of the legislation strengthens contractor and vendor accountability by requiring contractors to pay subcontractors and suppliers within 45 days of receiving payment, or in accordance with contractual terms, and authorizing disciplinary action for noncompliance. Additionally, vendors that default on contracts, fail to pay subcontractors, or demonstrate repeated poor performance may be suspended or barred from public contracting for up to five years.

The bill further clarifies and reinforces how public entities may lawfully spend funds and administer contracts for public purposes. The legislation affirms that public funds may be used for core governmental infrastructure and improvements, such as public buildings, emergency shelters, affordable housing, and energy efficiency projects, thereby helping to define the scope of permissible capital projects and expenditures. At the same time, it places limitations on the use of public funds for certain privately owned facilities, reinforcing the principle that expenditures must primarily serve a valid public purpose rather than confer a disproportionate private benefit. The act takes effect July 1, 2026.

This law applies directly to CDDs because CDDs function as local units of special-purpose government that procure services, manage infrastructure, and enter into public contracts. Since a CDD regularly contracts for construction, maintenance, and infrastructure improvements, the new requirement that contractors timely pay subcontractors and suppliers directly affects how a CDD administers its contracts. In addition, the provisions allowing suspension or disqualification of nonperforming vendors from public contracting are relevant to CDD procurement practices, especially where the district adopts or mirrors state purchasing standards. CDDs routinely finance and construct infrastructure such as roadways, utilities, stormwater systems, and public facilities. Clarifications regarding allowable public expenditures, such as for government buildings, emergency shelters, and infrastructure, help define the scope of permissible CDD projects and may influence how CDDs' structure future capital plans and bond-funded improvements.

Portions of the bill related to consumer protection and fraud prevention, including prohibitions on misrepresentation (such as impersonating officials), have indirect relevance. CDDs and District Management interact with residents, property owners, and contractors, so these provisions reinforce broader legal standards around transparency, proper representation, and avoidance of deceptive practices in district operations.

6. Chapter 2026-7, Laws of Florida (HB 399). This legislation is a comprehensive land use and development reform measure that primarily limits local government discretion in permitting, zoning, and development regulation while promoting consistency, affordability, and predictability in the development process. A central component of the legislation requires that application fees for development permits and orders imposed by counties and municipalities must be directly tied to the actual costs of reviewing and processing applications, must be publicly listed, and may not be based on construction value or project cost, thereby preventing fee structures that scale with development size rather than administrative expense. The act takes effect upon becoming law.

Even though CDDs do not exercise zoning or land use regulatory authority, the law applies to CDDs as infrastructure and service providers within the framework established by counties and municipalities. As a result, the bill's restrictions on local governments, particularly those related to development permitting, zoning, and land development regulations, will shape the regulatory environment in which CDDs plan, finance, and construct infrastructure.

The provisions limiting development application fees to actual administrative costs may reduce overall project costs for developments within CDD boundaries, which can influence the scope and timing of infrastructure financed by the CDD, including roads, utilities, and stormwater systems. Similarly, the requirement for more objective and clearly defined compatibility standards, along with limits on discretionary denials, may create a more predictable entitlement process, allowing CDDs to better coordinate infrastructure planning with approved development timelines and reduce delays that can affect bond issuances or capital improvement programs.

Although Chapter 2026-7 does not directly regulate CDD powers or governance, it significantly affects the local government land use framework that CDDs rely on, thereby affecting development timing, infrastructure planning, financing, and overall project feasibility within district boundaries.

7. Chapter [TBD], Laws of Florida (HB 967). This legislation establishes a clear legislative intent that local governments must accept electronic forms of payment, including credit cards, debit cards, charge cards, and electronic funds transfers, and specifically requires units of local government to offer online payment options. This applies broadly to counties, municipalities, special districts, and other local government entities, as well as constitutional officers such as clerks of court and tax collectors, unless another form of payment is required by law.

The legislation also preserves existing authority allowing local governments to pass along processing fees to users who choose electronic payment methods and confirms that governments are not liable for verifying card validity or available funds when processing such transactions. Importantly, it mandates that if a local government accepts electronic payments, it must also maintain an online system for doing so, reinforcing a statewide push toward digital accessibility and standardized payment options.

This legislation requires CDDs that collect any type of payment, such as fees, user charges, amenity payments, permit-related charges, or other CDD revenues, to offer electronic payment options, including credit cards, debit cards, and electronic funds transfers. It also specifically requires that if a CDD accepts electronic payments at all, it must maintain a system for accepting those payments online, which may require updates to CDD websites, billing platforms, or third-party payment processors. The legislation also allows CDDs to continue passing through processing fees associated with electronic payments (such as credit card convenience fees), and it preserves their ability to require verification of payment validity and sufficient funds. However, it removes discretion in practice by making online payment capability a mandatory feature for any CDD that accepts electronic payments in any form.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.

Prepared by and return to:

Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401

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BOARDWALK EASEMENT AGREEMENT

[AVENIR – POD 19]

THIS BOARDWALK EASEMENT AGREEMENT (this “*Agreement*”) is made and entered into this ____ day of _____, 2026 (the “*Effective Date*”), by and between AVENIR DEVELOPMENT, LLC, a Florida limited liability company (“*Grantor*”), whose address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, and AVENIR – POD 19 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not-for-profit (“*Grantee*”), whose mailing address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134.

WHEREAS, Grantor is the owner of the real property described on Exhibit “A” attached hereto and made a part hereof (the “*Easement Area*”);

WHEREAS, Grantee intends to construct a pedestrian boardwalk (the “*Boardwalk*”) within the Easement Area and in connection therewith, Grantee desires an easement for the construction, use, operation, maintenance, repair, and replacement of the Boardwalk;

WHEREAS, Grantee will further fund any and all costs and expenses arising out of the construction, use, operation, maintenance, repair, and replacement of the Boardwalk, including any costs associated with restoration or damages and operational costs, as provided herein; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive easement within the Easement Area to construct, use, operate, maintain, repair, and replace the Boardwalk.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein expressed, the faithful performance of the same and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

SECTION 1. RECITALS AND FINDINGS

1.01 The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

SECTION 2. TERM

2.01 This Agreement shall be effective upon the Effective Date and shall remain in effect in perpetuity unless this Agreement is terminated pursuant to the terms hereof.

SECTION 3. EASEMENT PREMISES AND PERMITTED USES

3.01 Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive perpetual easement to enter upon the Easement Area for the purposes of constructing, using, operating, maintaining, repairing, and replacing the Boardwalk within the Easement Area, as follows:

- (a) Grantee shall be responsible for restoration of the Easement Area, as well as any other property that is damaged or otherwise altered by Grantee or Grantee's agents performing any service or work in connection with construction, use, operation, maintenance, repair, or replacement of the Boardwalk; and
- (b) Grantee shall be responsible for the care, protection and condition of all work associated with the Boardwalk and shall make good at Grantee's own costs any damage or injury occurring from any cause arising out of Grantee's negligence, acts, or omissions, or the negligence, acts or omissions of Grantee's agents, including, but not limited to contractors and subcontractors performing any service or work in connection with the Boardwalk.

3.02 Grantor and Grantee agree that any change to the design, placement and type of construction of the Boardwalk from that approved by the City of Palm Beach Gardens (the "**City**") pursuant to City Resolution 5, 2026, shall be in the sole discretion of Grantor, and further subject to permitting by the City. Grantee acknowledges that it does not have a right to grant a lien on the Easement Area. Grantee shall timely pay any and all costs associated with the Boardwalk. If any agent, representative, consultant, contractor, subcontractor or others affiliated with Grantee, place, or cause to be placed, a lien on the Easement Area, then Grantee shall within fifteen (15) business days of Grantee's notice of the recording of such lien, fully pay, bond for payment, or otherwise secure payment and satisfaction of the lien. If Grantee fails to discharge the lien within such period, Grantor may directly pay the relevant lienor(s) in order to fully satisfy and discharge the lien, or may discharge same via bond, and the amount paid by Grantor therefor (whether directly or by bond), plus all other costs incurred by Grantor, shall be due and payable by Grantee to Grantor within fifteen (15) business days of request therefor. The remedies provided herein shall be in addition to all other remedies available to Grantor under this Agreement and any applicable laws. This provision shall survive any termination, cancellation, rescission, or expiration of this Agreement.

3.03 Prior to commencement of the construction of the Boardwalk, any modification thereto, or any renovation, repair, or reconstruction thereof, Grantee must obtain all required permits and approvals for such project from all applicable governmental authorities, including but not limited to, the City, Palm Beach County, the South Florida Water Management District,

and Florida Department of Environmental Protection (individually and collectively, a “**Governmental Authority**”).

3.04 Grantee hereby covenants and agrees to occupy and use the Easement Area only for the purpose of constructing, using, operating, maintaining, repairing, and replacing the Boardwalk and for no other purposes.

SECTION 4. CONSIDERATION AND MAINTENANCE

4.01 Consideration: Grantee acknowledges and agrees that Grantee shall be the owner of the Boardwalk and is fully responsible for any and all costs associated with the Boardwalk.

4.02 Maintenance: Grantee acknowledges and agrees that it is the party responsible for (i) the construction and ongoing maintenance and all costs and expenses associated with the maintenance of the Boardwalk, (ii) constructing and maintaining the Boardwalk in good condition and repair and in compliance with all applicable laws and regulations, and (ii) ensuring the safety and security of the Boardwalk.

4.03 Alterations: Except as designated in this Agreement, Grantee shall not make any alterations, additions, or improvements to the Easement Area without the prior written consent of Grantor.

4.04 Default by Grantee: In addition to any other remedies available at law or in equity, and any other rights of Grantor expressly provided in this Agreement, if Grantee fails, refuses, or neglects to furnish or perform any one or more of the required operation and/or maintenance services required of Grantee under this Agreement within thirty (30) days from the date of receipt of a written notice of default from Grantor, the Avenir Community Development District (the “**CDD**”), and/or their successors and/or assigns (the “**Grantor Party**”) (or if the nature of such default is such that more than thirty (30) calendar days are reasonably required for its cure, such additional time as may reasonably be required for such cure so long as Grantee commences such cure within said thirty (30) calendar day period and thereafter diligently pursues such cure to completion), the Grantor Party, in its sole discretion, may elect to (i) assume responsibility as to the Boardwalk, or (ii) close the Boardwalk and prohibit use thereof by Grantee and its members, agents, and invitees until such time as the Boardwalk is in the condition required by this Agreement. In such event, Grantee shall reimburse the Grantor Party for the reasonable out-of-pocket costs incurred by the Grantor Party in providing such services (the “**Reimbursement Payments**”). In connection with any request by the Grantor Party for Reimbursement Payments, the Grantor Party shall provide Grantee copies of invoices for such services provided by the Grantor Party and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable services.

4.05 Fines. Grantee shall be solely responsible for any and all fines, penalties, or other costs imposed or levied by any Governmental Authority pertaining to the construction, use, operation, maintenance, repair, or replacement of the Boardwalk. Any fines, penalties, or other costs imposed shall be paid by the Grantee within fifteen (15) business days of Grantee’s actual knowledge of such fine, penalty, or other cost.

4.06 Late Payments: If a party shall fail to make any payment when due that is not cured within ten (10) days after receipt of written notice of such failure from the other party, the non-paying party shall pay, in addition to the payment then due, an administrative charge equal to 10% of the past due payment. The non-paying party will reimburse the other party for any bank and administrative charges incurred by the other party as a result of any dishonored payment.

SECTION 5. INDEMNIFICATION

5.01 Grantee agrees to indemnify and hold harmless Grantor, Grantor Party, the CDD, and all their respective officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property to the extent arising out of Grantee's negligence or Grantee's failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names Grantor Party, Grantor or the CDD as a party defendant, Grantor Party, Grantor and the CDD, as applicable, shall be held harmless by Grantee as to all actual costs and expenses associated with the litigation related to that claim to the extent arising out of Grantee's negligence or Grantee's failure to comply with all the terms and conditions of this Agreement, including but not limited to, out-of-pocket costs, reasonable attorneys' fees, reasonable paralegal expenses, reasonable attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein.

SECTION 6. INSURANCE

6.01 The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law.

6.02 GRANTEE, AT ALL TIMES DURING THE TERM OF THIS AGREEMENT, AND THE CONTRACTOR(S) (EACH, A "CONTRACTOR") HIRED BY GRANTEE IN ACCORDANCE WITH THIS AGREEMENT, PRIOR TO ANY CONSTRUCTION, REPAIR, MAINTENANCE, OR REPLACEMENT ACTIVITY UNDERTAKEN WITH RESPECT TO THE BOARDWALK, SHALL SUBMIT TO GRANTOR PARTY COPIES OF ITS REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT (DEFINED TO MEAN THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) AND GRANTOR PARTY (DEFINED TO MEAN GRANTOR, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) ARE BOTH ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF GRANTEE AND THE CONTRACTOR.

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 contract and extension there under is in effect. Grantee and Contractor shall not perform any

construction, maintenance, repair or replacement of the Boardwalk unless all required insurance remains in full force and effect.

6.03 Grantee shall require Contractor to 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:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's 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 two hundred thousand and xx/100 dollars (\$200,000.00) per accident. Contractor shall agree to 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.

(b) 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:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

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

6.05 Insurance companies selected must be acceptable to Grantor. 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 Grantor by certified mail.

6.06 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.

6.07 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Grantor 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.

6.08 Any contractor retained by Grantee to perform work at the subject property shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against Grantor for payment or assessments in any form on any policy of insurance.

6.09 The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which Grantor is named as an additional insured shall not be applicable to Grantor.

6.10 Each party shall provide written notice of occurrence to the other within fifteen (15) working days of that party's actual notice of such an event.

6.11 Violation of the terms of this Section and its sub-parts shall constitute a breach of the Agreement, and Grantor, in its sole discretion, may cancel the Agreement, and all rights, title and interest of Grantee in this Agreement shall thereupon cease and terminate.

SECTION 7. TERMINATION

7.01 In addition to any other provision of this Agreement providing for termination hereof, Grantor may terminate this Agreement for cause in accordance with the provisions of Section 8 hereof.

SECTION 8. DEFAULT

8.01 The failure of Grantee to observe or perform any of the covenants, conditions or provisions of this Agreement shall constitute a material breach of this Agreement by Grantee, where such failure continues for a period of thirty (30) calendar days after written notice thereof from Grantor Party, and/or their successors and/or assigns, to Grantee; provided, however, that if the nature of Grantee's default is such that more than thirty (30) calendar days are reasonably required for its cure, Grantee shall not be deemed to be in default if Grantee commences such cure within said thirty (30) calendar day period and thereafter diligently pursues such cure to completion.

8.02 In the event of any uncured default or breach by Grantee continuing beyond the applicable notice and cure period, Grantor, may at any time thereafter, without notice or demand and without limiting Grantor in the exercise of any right or remedy which Grantor may have by reason of such default or breach, terminate Grantee's right to use and possession of the Easement Area by any lawful means and retake possession thereof.

8.03 If this Agreement is terminated, then Grantee shall, at Grantee's sole cost and expense, promptly remove the Boardwalk from the Easement Area and return the Easement Area to the condition existing prior to the installation of the Boardwalk within the Easement Area.

SECTION 9. COVENANT RUNNING WITH EASEMENT AREA.

9.01 It is intended that the terms, covenants and conditions set forth in this Agreement shall be construed as both covenants and conditions and that they shall run with the Easement Area, and be affirmatively enforceable against the parties and their respective successors and assigns and shall continue to be an easement and covenants benefiting, binding and running with the Easement Area.

SECTION 10. SEVERABILITY

10.01 Should any part, term, or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 11. GOVERNING LAW AND VENUE

11.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

SECTION 12. CONSTRUCTION OF AGREEMENT

12.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural and all words in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

SECTION 13. ENTIRE AGREEMENT, NO ORAL MODIFICATION

13.01 This Agreement represents the entire and integrated agreement between Grantee and Grantor and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement may only be amended by written instruments signed by both Grantor and Grantee and recorded in the Public Records of Palm Beach County, Florida. The failure of a party to insist on strict performance of any terms of this Agreement shall not be construed as a waiver and relinquishment for the future of any term, condition or election but the same shall remain in full force and effect.

SECTION 14. CONFLICT OF INTEREST

Inasmuch as the Easement Area is intended to be subsequently owned by the CDD:

14.01 Grantee covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with Grantor or the CDD. Grantee further covenants that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of Grantee or its agents and employees must be disclosed in writing to Grantor and the CDD.

14.02 Grantee is aware of the conflict of interest laws and Chapter 112, Florida Statutes (2025), as amended, and agrees that it will comply in all respects with the terms of said laws.

14.03 Grantee warrants that it has not employed or retained any person employed by Grantor or the CDD to solicit or secure this Agreement, and that they have not offered to pay, paid, or agreed to pay, any public official or person employed by Grantor or the CDD any fee, commission, percentage, brokerage fee, or gift of any kind contingent or resulting from the award of this Agreement.

SECTION 15. NOTICES

15.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

IF TO GRANTEE:

Avenir – Pod 19 Neighborhood Association, Inc.
550 Biltmore Way, Suite 1110
Coral Gables, FL 33134
Attention: Rosa Eckstein Schechter, Esq.
E-Mail: res@landstardevelopment.com

COPY TO:

IF TO GRANTOR:

AVENIR DEVELOPMENT, LLC
550 Biltmore Way, Suite 1110
Coral Gables, FL 33134
Attention: David Serviansky
Telephone No.: (305) 461-2440, Extension 17
E-Mail Address: ds@landstardevelopment.com

COPY TO:

AVENIR COMMUNITY DEVELOPMENT DISTRICT
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager
Telephone No.: (561) 630-4922
jpierman@sdsinc.org

COPY TO:

Rosa Eckstein Schechter, Esq.
550 Biltmore Way, Suite 1110
Coral Gables, FL 33134
Telephone No.: (305) 461-2440, Extension 17
E-Mail Address: res@landstardevelopment.com

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

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[Signature Page to Boardwalk Easement Agreement]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

AVENIR DEVELOPMENT, LLC,
a Florida limited liability company

Witness sign: _____
Print name: _____
Print Address: _____

By: _____
Rosa Eckstein Schechter
Vice President

Witness sign: _____
Print name: _____
Print Address: _____

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by Rosa Eckstein Schechter, Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company, who:

is personally known to me or
 has produced _____ as identification.

Notary Public – State of Florida

Notary Seal: _____

EXHIBIT "A"

Easement Area

[See attached]

Prepared by and return to:

Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401

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BOARDWALK EASEMENT AGREEMENT

[AVENIR – POD 20]

THIS BOARDWALK EASEMENT AGREEMENT (this “*Agreement*”) is made and entered into this ____ day of June, 2026 (the “*Effective Date*”), by and between AVENIR DEVELOPMENT, LLC, a Florida limited liability company (“*Grantor*”), whose address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, and L’AMBIANCE AT AVENIR NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not-for-profit (“*Grantee*”), whose mailing address is 790 Park of Commerce Boulevard, Suite 200, Boca Raton, Florida 33487.

WHEREAS, Grantor is the owner of the real property described on Exhibit “A” attached hereto and made a part hereof (the “*Easement Area*”);

WHEREAS, Grantee has constructed and is the owner of a pedestrian boardwalk (the “*Boardwalk*”) within the Easement Area and in connection therewith, Grantee desires an easement for the use, operation, maintenance, repair, and replacement of the Boardwalk;

WHEREAS, Grantee will further fund any and all costs and expenses arising out of the use, operation, maintenance, repair, and replacement of the Boardwalk, including any costs associated with restoration or damages and operational costs, as provided herein; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive easement within the Easement Area to use, operate, maintain, repair, and replace the Boardwalk.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein expressed, the faithful performance of the same and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

SECTION 1. RECITALS AND FINDINGS

1.01 The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

SECTION 2. TERM

2.01 This Agreement shall be effective upon the Effective Date and shall remain in effect in perpetuity unless this Agreement is terminated pursuant to the terms hereof.

SECTION 3. EASEMENT PREMISES AND PERMITTED USES

3.01 Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive perpetual easement to enter upon the Easement Area for the purposes of using, operating, maintaining, repairing, and replacing the Boardwalk within the Easement Area, as follows:

- (a) Grantee shall be responsible for restoration of the Easement Area, as well as any other property that is damaged or otherwise altered by Grantee or Grantee's agents performing any service or work in connection with use, operation, maintenance, repair, or replacement of the Boardwalk; and
- (b) Grantee shall be responsible for the care, protection and condition of all work associated with the Boardwalk and shall make good at Grantee's own costs any damage or injury occurring from any cause arising out of Grantee's negligence, acts, or omissions, or the negligence, acts or omissions of Grantee's agents, including, but not limited to contractors and subcontractors performing any service or work in connection with the Boardwalk.

3.02 Grantor and Grantee agree that any change to the design, placement and type of construction of the Boardwalk from that existing as of the date hereof shall be in the sole discretion of Grantor, and further subject to permitting by the City of Palm Beach Gardens (the "**City**"). Grantee acknowledges that it does not have a right to grant a lien on the Easement Area. Grantee shall timely pay any and all costs associated with the Boardwalk. If any agent, representative, consultant, contractor, subcontractor or others affiliated with Grantee, place, or cause to be placed, a lien on the Easement Area, then Grantee shall within fifteen (15) business days of Grantee's notice of the recording of such lien, fully pay, bond for payment, or otherwise secure payment and satisfaction of the lien. If Grantee fails to discharge the lien within such period, Grantor may directly pay the relevant lienor(s) in order to fully satisfy and discharge the lien, or may discharge same via bond, and the amount paid by Grantor therefor (whether directly or by bond), plus all other costs incurred by Grantor, shall be due and payable by Grantee to Grantor within fifteen (15) business days of request therefor. The remedies provided herein shall be in addition to all other remedies available to Grantor under this Agreement and any applicable laws. This provision shall survive any termination, cancellation, rescission, or expiration of this Agreement.

3.03 Prior to commencement of any project associated with the Boardwalk, Grantee must obtain all required permits and approvals for such project from all applicable governmental authorities, including but not limited to, the City, Palm Beach County, the South Florida Water Management District, and Florida Department of Environmental Protection (individually and collectively, a "**Governmental Authority**").

3.04 Grantee hereby covenants and agrees to occupy and use the Easement Area only for the purpose of using, operating, maintaining, repairing, and replacing the Boardwalk and for no other purposes.

SECTION 4. CONSIDERATION AND MAINTENANCE

4.01 Consideration: Grantee acknowledges and agrees that Grantee, as the owner of the Boardwalk, is fully responsible for any and all costs associated with the Boardwalk.

4.02 Maintenance: Grantee acknowledges and agrees that it is the party responsible for (i) the ongoing maintenance and all costs and expenses associated with the maintenance of the Boardwalk, (ii) maintaining the Boardwalk in good condition and repair and in compliance with all applicable laws and regulations, and (ii) ensuring the safety and security of the Boardwalk.

4.03 Alterations: Except as designated in this Agreement, Grantee shall not make any alterations, additions, or improvements to the Easement Area without the prior written consent of Grantor.

4.04 Default by Grantee: In addition to any other remedies available at law or in equity, and any other rights of Grantor expressly provided in this Agreement, if Grantee fails, refuses, or neglects to furnish or perform any one or more of the required operation and/or maintenance services required of Grantee under this Agreement within thirty (30) days from the date of receipt of a written notice of default from Grantor, the Avenir Community Development District (the "**CDD**"), and/or their successors and/or assigns (the "**Grantor Party**") (or if the nature of such default is such that more than thirty (30) calendar days are reasonably required for its cure, such additional time as may reasonably be required for such cure so long as Grantee commences such cure within said thirty (30) calendar day period and thereafter diligently pursues such cure to completion), the Grantor Party, in its sole discretion, may elect to (i) assume responsibility as to the Boardwalk, or (ii) close the Boardwalk and prohibit use thereof by Grantee and its members, agents, and invitees until such time as the Boardwalk is in the condition required by this Agreement. In such event, Grantee shall reimburse the Grantor Party for the reasonable out-of-pocket costs incurred by the Grantor Party in providing such services (the "**Reimbursement Payments**"). In connection with any request by the Grantor Party for Reimbursement Payments, the Grantor Party shall provide Grantee copies of invoices for such services provided by the Grantor Party and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable services.

4.05 Fines. Grantee shall be solely responsible for any and all fines, penalties, or other costs imposed or levied by any Governmental Authority pertaining to the use, operation, maintenance, repair, or replacement of the Boardwalk. Any fines, penalties, or other costs imposed shall be paid by the Grantee within fifteen (15) business days of Grantee's actual knowledge of such fine, penalty, or other cost.

4.06 Late Payments: If a party shall fail to make any payment when due that is not cured within ten (10) days after receipt of written notice of such failure from the other party, the non-

paying party shall pay, in addition to the payment then due, an administrative charge equal to 10% of the past due payment. The non-paying party will reimburse the other party for any bank and administrative charges incurred by the other party as a result of any dishonored payment.

SECTION 5. INDEMNIFICATION

5.01 Grantee agrees to indemnify and hold harmless Grantor, Grantor Party, the CDD, and all their respective officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property to the extent arising out of Grantee's negligence or Grantee's failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names Grantor Party, Grantor or the CDD as a party defendant, Grantor Party, Grantor and the CDD, as applicable, shall be held harmless by Grantee as to all actual costs and expenses associated with the litigation related to that claim to the extent arising out of Grantee's negligence or Grantee's failure to comply with all the terms and conditions of this Agreement, including but not limited to, out-of-pocket costs, reasonable attorneys' fees, reasonable paralegal expenses, reasonable attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein.

SECTION 6. INSURANCE

6.01 The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law.

6.02 GRANTEE, AT ALL TIMES DURING THE TERM OF THIS AGREEMENT, AND THE CONTRACTOR(S) (EACH, A "CONTRACTOR") HIRED BY GRANTEE IN ACCORDANCE WITH THIS AGREEMENT, PRIOR TO ANY MAINTENANCE ACTIVITY UNDERTAKEN WITH RESPECT TO THE BOARDWALK, SHALL SUBMIT TO GRANTOR PARTY COPIES OF ITS REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT (DEFINED TO MEAN THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) AND GRANTOR PARTY (DEFINED TO MEAN GRANTOR, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) ARE BOTH ADDITIONAL INSUREDS OR ADDITIONAL NAMED INSUREDS WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF GRANTEE AND THE CONTRACTOR.

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 contract and extension there under is in effect. Grantee and Contractor shall not perform any maintenance, repair or replacement of the Boardwalk unless all required insurance remains in full force and effect.

6.03 Grantee shall require Contractor to 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:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's 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 two hundred thousand and xx/100 dollars (\$200,000.00) per accident. Contractor shall agree to 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.

(b) 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:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

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

6.05 Insurance companies selected must be acceptable to Grantor. 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 Grantor by certified mail.

6.06 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.

6.07 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Grantor 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.

6.08 Any contractor retained by Grantee to perform work at the subject property shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against Grantor for payment or assessments in any form on any policy of insurance.

6.09 The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which Grantor is named as an additional insured shall not be applicable to Grantor.

6.10 Each party shall provide written notice of occurrence to the other within fifteen (15) working days of that party's actual notice of such an event.

6.11 Violation of the terms of this Section and its sub-parts shall constitute a breach of the Agreement, and Grantor, in its sole discretion, may cancel the Agreement, and all rights, title and interest of Grantee in this Agreement shall thereupon cease and terminate.

SECTION 7. TERMINATION

7.01 In addition to any other provision of this Agreement providing for termination hereof, Grantor may terminate this Agreement for cause in accordance with the provisions of Section 8 hereof.

SECTION 8. DEFAULT

8.01 The failure of Grantee to observe or perform any of the covenants, conditions or provisions of this Agreement shall constitute a material breach of this Agreement by Grantee, where such failure continues for a period of thirty (30) calendar days after written notice thereof from Grantor Party, and/or their successors and/or assigns, to Grantee; provided, however, that if the nature of Grantee's default is such that more than thirty (30) calendar days are reasonably required for its cure, Grantee shall not be deemed to be in default if Grantee commences such cure within said thirty (30) calendar day period and thereafter diligently pursues such cure to completion.

8.02 In the event of any uncured default or breach by Grantee continuing beyond the applicable notice and cure period, Grantor, may at any time thereafter, without notice or demand and without limiting Grantor in the exercise of any right or remedy which Grantor may have by reason of such default or breach, terminate Grantee's right to use and possession of the Easement Area by any lawful means and retake possession thereof.

8.03 If this Agreement is terminated, then Grantee shall, at Grantee's sole cost and expense, promptly remove the Boardwalk from the Easement Area and return the Easement Area to the condition existing prior to the installation of the Boardwalk within the Easement Area.

SECTION 9. COVENANT RUNNING WITH EASEMENT AREA.

9.01 It is intended that the terms, covenants and conditions set forth in this Agreement shall be construed as both covenants and conditions and that they shall run with the Easement Area, and be affirmatively enforceable against the parties and their respective successors and assigns and shall continue to be an easement and covenants benefiting, binding and running with the Easement Area.

SECTION 10. SEVERABILITY

10.01 Should any part, term, or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 11. GOVERNING LAW AND VENUE

11.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

SECTION 12. CONSTRUCTION OF AGREEMENT

12.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural and all words in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

SECTION 13. ENTIRE AGREEMENT, NO ORAL MODIFICATION

13.01 This Agreement represents the entire and integrated agreement between Grantee and Grantor and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement may only be amended by written instruments signed by both Grantor and Grantee and recorded in the Public Records of Palm Beach County, Florida. The failure of a party to insist on strict performance of any terms of this Agreement shall not be construed as a waiver and relinquishment for the future of any term, condition or election but the same shall remain in full force and effect.

SECTION 14. CONFLICT OF INTEREST

Inasmuch as the Easement Area is intended to be subsequently owned by the CDD:

14.01 Grantee covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with Grantor or the CDD. Grantee further covenants that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of Grantee or its agents and employees must be disclosed in writing to Grantor and the CDD.

14.02 Grantee is aware of the conflict of interest laws and Chapter 112, Florida Statutes (2025), as amended, and agrees that it will comply in all respects with the terms of said laws.

14.03 Grantee warrants that it has not employed or retained any person employed by Grantor or the CDD to solicit or secure this Agreement, and that they have not offered to pay, paid, or agreed to pay, any public official or person employed by Grantor or the CDD any fee, commission, percentage, brokerage fee, or gift of any kind contingent or resulting from the award of this Agreement.

SECTION 15. NOTICES

15.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

IF TO GRANTEE:

L’Ambiance at Avenir Neighborhood Association, Inc.
790 Park of Commerce Boulevard, Suite 200
Boca Raton, FL 33487
Attention: _____
E-Mail: _____

COPY TO:

IF TO GRANTOR:

AVENIR DEVELOPMENT, LLC
550 Biltmore Way, Suite 1110
Coral Gables, FL 33134
Attention: David Serviansky
Telephone No.: (305) 461-2440, Extension 17
E-Mail Address: ds@landstardevelopment.com

COPY TO:

AVENIR COMMUNITY DEVELOPMENT DISTRICT
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager
Telephone No.: (561) 630-4922
jpierman@sdsinc.org

COPY TO:

Rosa Eckstein Schechter, Esq.
550 Biltmore Way, Suite 1110
Coral Gables, FL 33134
Telephone No.: (305) 461-2440, Extension 17
E-Mail Address: res@landstardevelopment.com

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[Signature Page to Boardwalk Easement Agreement]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

AVENIR DEVELOPMENT, LLC,
a Florida limited liability company

Witness sign: _____
Print name: _____
Print Address: _____

By: _____
Rosa Eckstein Schechter
Vice President

Witness sign: _____
Print name: _____
Print Address: _____

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of June, 2026, by Rosa Eckstein Schechter, Vice President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company, who:

is personally known to me or
 has produced _____ as identification.

Notary Public – State of Florida

Notary Seal: _____

EXHIBIT "A"

Easement Area

[See attached]

May 29, 2026

Via Certified Mail and Electronic Mail

Avenir Community Development District Board of Supervisors

Re: Objection to The Allocation of Blue Heron Common Grounds Maintenance Expenses

Dear Members of the Board:

We write on behalf of Blue Heron residents to formally object to the current and proposed allocation of common grounds maintenance expenses associated with the Blue Heron Clubhouse property and to request that the Board review and revise its allocation methodology.

The Blue Heron Clubhouse is unique within Avenir. It is the only clubhouse owned, operated, and managed directly by the Community Development District. Unlike the other clubhouses located within private gated communities and originally constructed by developers for the exclusive benefit of those neighborhoods, the Blue Heron Clubhouse and its surrounding grounds serve as a community-wide amenity.

Importantly, the exterior grounds surrounding the clubhouse—including the landscaped areas, lakefront views, walking areas, and open spaces—are not restricted to Blue Heron residents. Approximately seventy-five percent (75%) of homeowners within the Avenir Community Development District who do not reside in homes associated with Blue Heron nevertheless have unrestricted access to these grounds and regularly benefit from them. Residents throughout Avenir walk these areas, enjoy the lakefront setting, and benefit from the appearance, maintenance, and landscaping provided by the District.

Despite the community-wide nature of these amenities, the proposed Fiscal Year 2027 budget allocates more than \$150,000 of annual expenses directly to the Blue Heron Clubhouse budget, including:

- Holiday Decorations – \$15,000
- Landscaping – \$85,490
- Landscape Irrigation – \$50,000

These expenses are associated with the maintenance, appearance, and operation of grounds and common areas that benefit the broader Avenir community rather than Blue Heron residents alone.

While we recognize that expenses associated with the clubhouse building itself, clubhouse staffing, facility operations, and interior amenities may reasonably be allocated to Blue Heron users, the same rationale does not apply to exterior grounds that are open and available to a substantial majority of homeowners throughout the District.

As a Community Development District operating pursuant to Chapter 190, Florida Statutes, the District has an obligation to allocate assessments and expenditures in a manner that reasonably reflects the benefit received by those being charged. Where amenities and common areas provide a district-wide benefit, assigning the entire cost of maintaining those amenities to a single facility budget appears inconsistent with principles of equitable apportionment and sound public budgeting.

Accordingly, we respectfully request that the Board provide:

1. The methodology and calculations used to allocate landscaping, irrigation, holiday decorations, and other grounds-related expenses exclusively to the Blue Heron Clubhouse budget;
2. Any studies, analyses, reports, or supporting documentation demonstrating that Blue Heron residents receive a unique or disproportionate benefit from these exterior areas compared to the broader Avenir community;
3. An explanation as to why expenses associated with these common grounds that are openly accessible to the majority of District residents are not allocated to the general CDD Operations and Maintenance Budget.

Based upon the open and unrestricted nature of these common areas, we believe these expenses should be allocated to the District-wide Operations and Maintenance Budget rather than charged solely to Blue Heron.

Therefore, we respectfully request that the Board:

- Reevaluate the current allocation methodology;
- Transfer the costs associated with common grounds maintenance, landscaping, irrigation, and holiday decorations to the general CDD budget where appropriate;
- Implement a revised allocation methodology prospectively beginning with the Fiscal Year 2027 budget; and
- Review prior fiscal years and make retroactive adjustments or credits where it is determined that common-area expenses were improperly allocated solely to Blue Heron despite providing a district-wide benefit.

This request is not intended to challenge legitimate Blue Heron facility expenses. Rather, it seeks to ensure that costs associated with common areas enjoyed by the broader Avenir community are allocated fairly, transparently, and in accordance with the benefit received by all residents.

We appreciate the Board's attention to this matter and respectfully request a written response addressing the issues raised herein prior to final adoption of the Fiscal Year 2027 budget.

Nothing contained herein shall be deemed a waiver of any rights, objections, or remedies available to Blue Heron residents under applicable law, all of which are expressly reserved.

Sincerely,

[Names of Residents or Committee]

Blue Heron Residents Avenir Community Development District

Jason, Megan, and Members of the Avenir CDD Board,

As you are aware, both of us (along with a broader resident group) have taken a strong interest in the success of the Avenir community concept and the important role the CDD plays in delivering amenities and services to residents. We appreciate the time and effort that District staff and the Board have invested in listening to resident concerns and reviewing the proposed Blue Heron budget.

We recognize that changes have been made since the initial budget discussions, and we appreciate the Board's willingness to revisit certain expenditures. However, after reviewing the latest proposed budget, we remain concerned that the reductions do not go far enough and that several significant expenses continue to be allocated to Blue Heron despite providing benefits to the broader District. We know that the FY27 budget needs to be set shortly and why we are very focused on tightening up now.

Our concern is not simply the amount being spent, but whether costs are being allocated fairly, supported by objective data, and whether residents are receiving sufficient value for the expenditures being proposed. We want to focus on three areas: Security expense, allocation of Blue Heron expense that should be allocated to the common CDD areas, and the approximately 80% increase in the social budget.

Security Expense – Approximately \$70,000

We appreciate management's concern regarding security and understand the argument that vandalism and unauthorized access can occur at clubhouse facilities. However, we are concerned that the recommendation to continue funding approximately \$70,000 in annual security expenses appears to be based largely on generalized experience rather than data specific to Blue Heron and Avenir.

The justification presented has been that clubhouse vandalism occurs in other communities and that continued development surrounding Avenir may result in increased pedestrian traffic and unauthorized access. While these concerns may be reasonable to consider, they remain speculative and have not been supported by evidence specific to our community.

To our knowledge, the Board has not been provided with:

- Security incident reports for the past four years.
- Vandalism reports specific to Blue Heron.
- Historical activity logs from the security vendor.
- Comparative analysis of incident frequency during guarded versus unguarded hours.
- Information regarding law enforcement patrols already occurring within Avenir.
- A cost-benefit analysis supporting continued security staffing between 8:00 PM and 2:00 AM.

There is always risk associated with any operational decision. There is a risk that security is reduced and an incident occurs. There is also a risk that an incident occurs despite having security on site, or that an incident occurs outside the hours currently being staffed. The objective should not be to eliminate every conceivable risk, but rather to determine whether the expenditure is justified based on actual experience, measurable results, and prudent financial management.

Blue Heron today is substantially different than when it first opened. The community is more mature, hundreds of additional homes have been occupied, the Town Center is operational, a fire station is located nearby, and the facility is equipped with surveillance cameras, alarm systems, controlled access, and insurance coverage designed to mitigate potential losses.

While we appreciate that the proposed security allocation was reduced from approximately \$90,000 to \$70,000 at the last CDD Board meeting, our concern is not the \$20,000 reduction itself but the continued allocation of the remaining expense to Blue Heron operations without supporting data demonstrating its necessity. We have spoken to Vesta Manager Perry about his concerns and experiences at other communities. While we value his thoughts, we believe we should be grounded with data before making a judgement on whether to take on this expense.

Furthermore, security personnel are not solely protecting Blue Heron users. Their patrols, monitoring, and presence benefit District assets and common areas that serve the broader community. If the Board ultimately determines that some level of security is appropriate, we respectfully request that it explain why these costs should be allocated solely to Blue Heron rather than treated as a District-wide expense.

Allocation of Landscaping, Irrigation and Common Grounds Costs – Over \$150,000

We continue to have concerns regarding the allocation of landscaping, irrigation, holiday decorations, lighting, and related maintenance expenses associated with the grounds surrounding Blue Heron.

Unlike the amenity centers located within Avenir’s private gated communities, Blue Heron is the only CDD-operated amenity serving the broader community. The surrounding open spaces, walking areas, lake views, landscaping, and common grounds are not restricted to Blue Heron users. Residents throughout Avenir enjoy and benefit from these areas regardless of whether they utilize the clubhouse itself.

Because these areas function as community-wide assets rather than exclusive Blue Heron amenities, we question whether it is equitable to allocate these expenses solely to the Blue Heron budget.

The proposed budget includes more than \$150,000 annually for:

- Landscaping – \$85,490

- Irrigation – \$50,000
- Holiday Decorations – \$15,000

These costs support areas that are accessible to and enjoyed by residents throughout the District. We respectfully request that the Board explain the methodology used to allocate these expenses and evaluate whether they should be shared by the District as a whole.

Social Activities and Programming – Approximately \$70,000 Increase

We also note that the proposed budget includes an increase of approximately \$70,000 for social activities and programming, representing a nearly 80% annual increase.

We support events and activities that enhance resident engagement and community involvement. However, an increase of this magnitude should be supported by measurable data demonstrating resident participation and value.

To date, we have not seen statistics supporting the increase, including attendance levels, participation trends, cost per event, or cost per participant. Without objective data, it is difficult for residents to determine whether this increase is justified or whether those funds could be reduced or allocated more effectively.

Before approving this increase, we respectfully request that the Board provide:

- Attendance statistics by event.
- Participation trends.
- Cost per event.
- Cost per participant.
- Budget-to-actual comparisons.
- The basis for increasing this category by approximately \$70,000 beyond the current year spending trends including sending out surveys.

We believe social programming expenditures should be driven by demonstrated resident demand and measurable participation rather than assumptions regarding future usage.

Additional Opportunities for Cost Reduction

The Board's review of the budget has already demonstrated that meaningful savings can be achieved when expenditures are carefully evaluated. We encourage the Board to continue applying that same level of scrutiny across all operating expenses prior to final budget adoption.

Residents deserve confidence that every expenditure has been thoroughly reviewed and that Blue Heron is not bearing costs that properly belong to the District as a whole.

Conclusion

We appreciate the Board's willingness to listen to residents and make adjustments to the proposed budget. However, we believe additional opportunities remain to reduce costs and ensure that expenses are allocated fairly among those who benefit from them.

The approximately \$70,000 security expense, more than \$150,000 in landscaping, irrigation, holiday decorations, and common grounds costs, and the approximately \$70,000 increase in social activities and programming represent nearly \$300,000 in budget items that warrant further review before final budget adoption.

Our request is not that these expenditures automatically be eliminated. Rather, we believe residents should be provided with the data, analysis, and rationale supporting these costs so that informed decisions can be made regarding both the level of spending and the fairness of the allocations.

We respectfully request that these concerns be discussed during the budget process and that residents be provided with the supporting information before the budget is finalized.

Thank you for your consideration and your continued service to the residents of Avenir.

Respectfully,

Bill Rosenberg
David Khani

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:	
		Email:	mmato@waterstonebuilders.com
Project Name:	Avenir Flashing Crosswalk Signs - 10 Added Signs	Bid Number:	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	6/17/2026

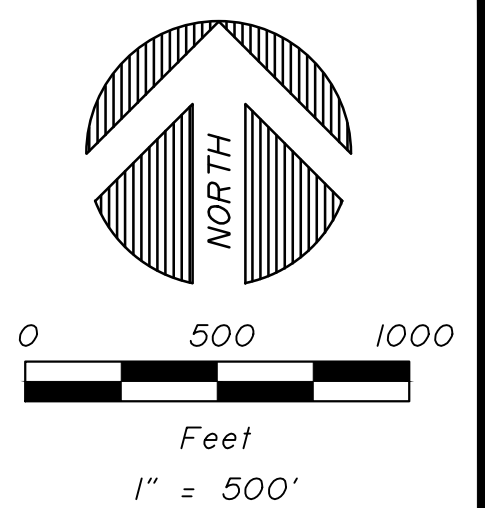
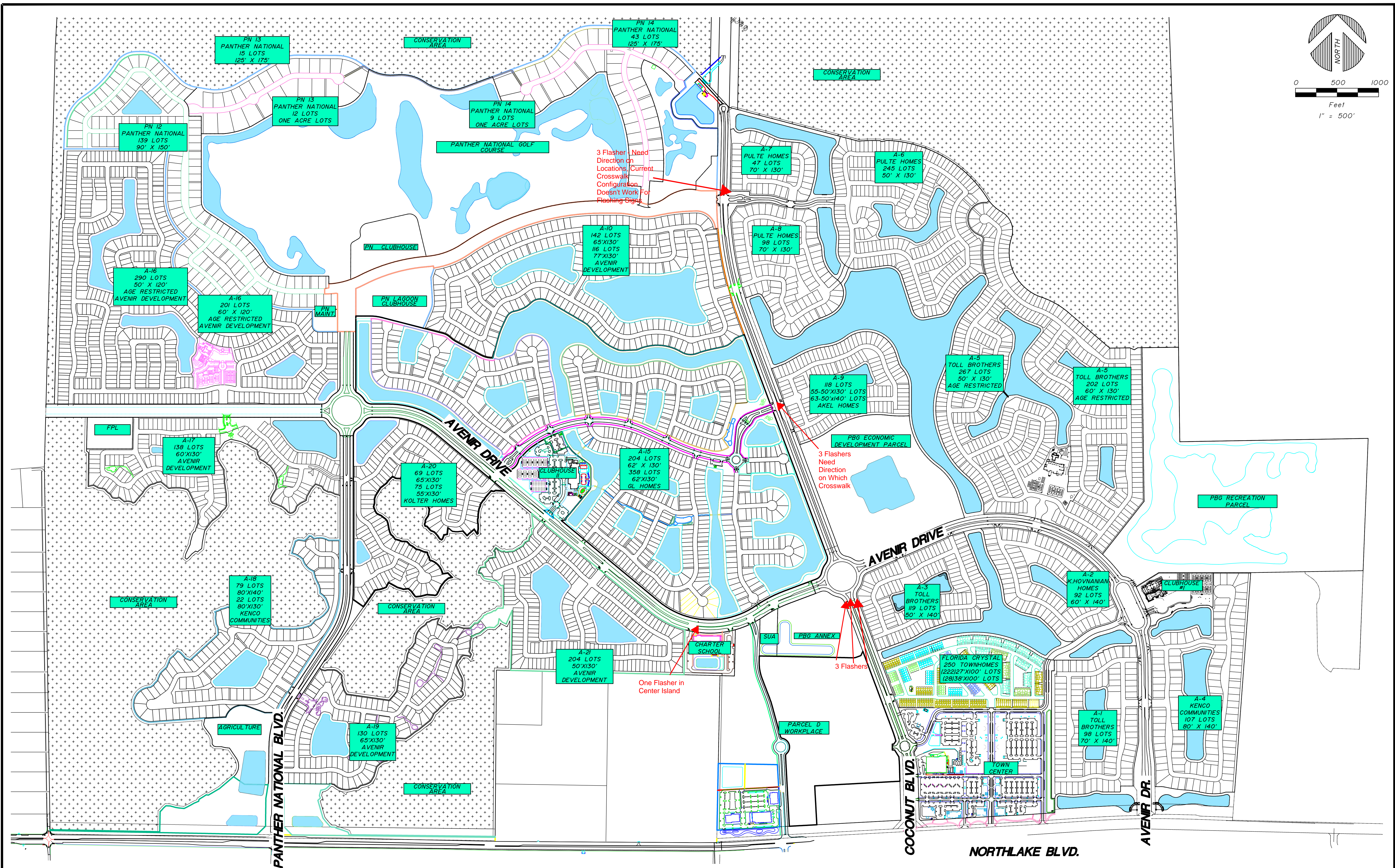
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Mobilization	1.00	EACH	\$3,750.00	\$3,750.00
105	MOT	1.00	EACH	\$4,500.00	\$4,500.00
110	Geotechnical Testing	1.00	EACH	\$3,500.00	\$3,500.00
115	Survey And Asbuilts	1.00	EACH	\$3,500.00	\$3,500.00
120	Carmanah R920 - E Solar Wireless RRFB Back To Back Light Bar Configuration	10.00	EACH	\$11,500.00	\$115,000.00
125	Pelco Ped Pole Assembly	10.00	EACH	\$2,575.00	\$25,750.00
130	Sign Package	10.00	EACH	\$1,175.00	\$11,750.00

Total Bid Price: \$167,750.00

Notes:

- This proposal is based on client direction and subject to the following provisions:
- The prices included herein do not include cost of payment and performance bonds, permits, engineering.
- Prices quoted are based on completing all items in a continuous operation. Should a portion be deleted or suspended, prices quoted are subject to revision. A reasonable re-mobilization charge will be made for each additional move-in required by Customer.
- Final quantities to be determined by field measurements.
- Contractor not responsible for existing utilities not shown on plans.
- Proposal Covers:
Charter School Center Island (1)
Coconut Blvd. South of Avenir Drive (3)
Solana Bay Apex (3)
East Panther Entrance on Coconut (3)

<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>
---	--



NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: N/A Date: _____
 Drawn by: C.J.B. Date: 7/2020
 Checked by: N/A Date: _____

BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. CA26426

Engineer of Record: CARLOS J. BALLBÉ
 Date: 01/09/2023
 Registered Engineer Number: 41811
 State of Florida

MASTER PLAN
 AVENIR
 AVENIR DEVELOPMENT, LLC

Project Number:
202023
 Sheet Number:
1 OF 1

CHANGE ORDERS

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 06/01/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 149 - Bush Hog Avenir East Berm Fire Break--June 2026
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bush Hog Avenir East Berm Fire Break	Lump Sum	1.00	\$1,275.00	\$1,275.00
			Grand Total	\$1,275.00



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 06/01/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 151 - Bush Hog on East Side of Panther National Blvd.up to New Community--June 2026
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bush Hog East side of Panther National up to New Community	Lump Sum	1.00	\$925.00	\$925.00
			Grand Total	\$925.00



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 06/01/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 152 - Publix Swale Bush Hog--June 2026
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bush Hog Swale that runs parallel to Publix access road	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: 05/29/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 146 - Replace 2 inch valve on Northlake
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace 2" Valve and all Corresponding Fittings	Northlake close to Publix Access Road	1.00	\$650.00	\$650.00
Grand Total				\$650.00



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 06/01/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 150 - East Berm Weedeat Brown Aluminum Fence--June 2026
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Weedeat the length of East Berm Aluminum Fence	Lump Sum	1.00	\$650.00	\$650.00
Grand Total				\$650.00



Application and Certificate for Payment

Continuation Sheet

For Period 3/01/26 To 3/31/26

Requisition No. 1

Invoice No. 260061
 Invoice Date 3/24/26

Job No. 240053 4 NORTHLAKE BLVD SIGN & DELINEATOR
 INSTALLATION

Client No. 5210 AVENIR COMMUNITY DEVELOPMENT DISTRICT

A Item No.	B Description of Work	Unit	C Contract			D Previous		E Current		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To-Date (D+E+F)	H %	I Balance To Finish (C-G)	J Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount					
												G/C		
A001	FOI 7 48" FLEXIBLE DELINATORS & 1 RIGHT ONLY SIGN	LS	1.0000	3,200.0000	3,200.00	.0000	.00	1.0000	3,200.00			.00	.00	
	SUBTOTAL				3,200.00		.00		3,200.00				.00	
	GRAND TOTAL				3,200.00		.00		3,200.00		100		.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:	
Project Name:	Avenir Coconut Blvd Pavement Restoration-REV	Bid Number:	Change Order
Project Location:	Palm Beach Gardens	Bid Date:	01/29/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Mobilization	1.00	LS	\$5,000.00	\$5,000.00
105	MOT	1.00	LS	\$6,500.00	\$6,500.00
110	Subgrade And Base Rock Repair	1.00	LS	\$16,500.00	\$16,500.00
120	Asphalt Repair	1.00	LS	\$29,500.00	\$29,500.00
125	Temp Striping	1.00	LS	\$1,500.00	\$1,500.00
130	Extra Milling And Paving Mobilization	1.00	LS	\$12,000.00	\$12,000.00

Total Bid Price: \$71,000.00


Notes:

- This proposal is based on plans and specifications prepared by Ballbe' and Associates entitled Pavement and Markings Restoration Plan dated 11/04/25, with revisions through and subject to the following provisions.
- Prices quoted are based on completing all items in a continuous operation. Should a portion be deleted or suspended, prices quoted are subject to revision. A reasonable re-mobilization charge will be made for each additional move-in required by Customer.
- Final quantities to be determined by field measurements.
- The prices quoted herein include 1 mobilization(s). Additional mobilizations will be billed at \$1,500.00 ea.
- The prices included herein do not include cost of payment and performance bonds, permits, engineering, or testing.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: <u>Avenir CDD</u></p> <p>Signature: <u>[Signature]</u></p> <p>Date of Acceptance: <u>2/4/26</u></p>	<p>CONFIRMED: H & J Contracting. Inc.</p> <p>Authorized Signature: <u>[Signature]</u></p> <p>Estimator: Franz Favre Jeremy Rury - Vice President franz.favre@hjcontracting.com</p>
--	---

Invoice

From : **H and J Contracting Inc.**
 3160 Fairlane Farms Road
 Wellington, FL 33414 US

Bill to: **Avenir Community Development District**
 550 Biltmore Way, Suite 1110
 Coral Gables, FL 33134 US


Ship to:
 550 Biltmore Way, Suite 1110
 Coral Gables, FL 33134 US

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
1472	Pavement Restorat	259010-2	05/26/26	05/26/26		Due Upon Receipt

Mth/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
05/26 63	1	Avenir Coconut Blvd Pavement Restoration	25-9010-		1	0.000	71,000.00

Notes:

Total Sales Tax	71,000.00
Less Retainage	
Total Due	71,000.00



*Monthly Managers Report
June 25, 2026*

Date of Report: 6/16/2026

Submitted by: Perry Baldwin

○ **Completed Tasks**

Approved and completed projects:

- Tennis Court water fountain repaired
- Desk chair arrived
- Exterior lights to gym photocell replaced
- Spa/Hot tub therapy pump repair kit installed and filtration pump impellers and motor replaced, cleaned and touched up.
- Cleaned lobby carpet and coffee area carpets
- Mulch installed
- Increased fountain cleanings to 3 times a week to keep up with debris
- Playgrounds, Pool deck, Pool Pavilions, pool furniture, canopies & tennis courts pressure cleaned

○ **Ongoing Tasks**

Requested quotes on the following items:

- 8 new cameras with 4 covering gates, 2 at Pickleball & 2 at Tennis
- Will be subscribing to lowest paid Pandora so music does not cut off.
- Lobby desk & chair should arrive in 2 weeks.
- Pickleball & Tennis court cameras on order.
- New A/C thermostat & sensors for ballroom & card room
- Tree up-light replacement
- Leveling pavers due to tree roots

○ **Future Items**

- Possible roof for shed/dumpster area to create a storage area
- New A/C thermostat & sensors for ballroom & card room
- Roof cleaning
- Pool ladder rail and other rail covers

Lifestyle Director's Report



Submitted by: Patrice Chiaramonte 06/16/26

Monday, May 25th – Memorial Day Pool Party

Our Memorial Day Pool Party was a tremendous success, with approximately 150 patrons in attendance throughout the event. Entertainment was provided by The Reel Ting Band from 12:00 PM – 3:00 PM, featuring a mix of patriotic American favorites and Jimmy Buffett classics that created a fun and festive atmosphere for patrons and guests. Food and refreshments were available from The Picnic Food Truck and Sweeties Ice Cream Truck, both of which were well received by attendees. We also provided complimentary cookies from Publix for the community, which were greatly appreciated. As part of the Memorial Day observance, we played Taps in remembrance of the brave men and women who have served in our military. This tribute was respectfully observed and added a meaningful element to the celebration. Overall, the event was very well attended, and community feedback was overwhelmingly positive. Patrons expressed their appreciation for both the entertainment and the opportunity to come together in honor of Memorial Day.



Memorial Day Pool Party Continued



Thursday, June 5th – Movie Night: Moana 2

Approximately 50 patrons attended our Movie Night featuring *Moana 2*. Families gathered by the pool to enjoy this popular family classic in a relaxed outdoor setting. Movie Night continues to be a favorite community event and provides a wonderful opportunity for residents to spend quality time together. It was another fabulous evening enjoyed by all.



Wednesday, June 10th – Complimentary Bay Play at The Nest

Approximately 50 patrons attended our complimentary Bay Play event at The Nest. Residents enjoyed an evening of entertainment and socializing in a welcoming atmosphere. The event was well received and provided another opportunity for neighbors to connect and enjoy one of our community amenities together.



Thursday, June 11th – That's Amore Pizza

Approximately 50 patrons participated in our That's Amore Pizza event. Residents enjoyed the convenience of having a delicious grab-and-go dining option available within the community. The event was well received and provided an easy and enjoyable meal solution for patrons.



Summer Snack Saturdays

We have launched Summer Snack Saturdays at the pool every Saturday from 12:00 PM – 4:00 PM. Patrons can enjoy offerings from Chick-fil-A and the Royal Palm Ice Cream Food Truck while spending the day at the pool. The program has been very popular, and patrons are loving the added food and beverage options available during peak pool hours. Summer Snack Saturdays continue to generate positive feedback and enhance the overall patron experience.



Arazoza Brothers Corp.

2026 Storm Cleanup Agreement And Pricing Worksheet for Avenir Clubhouse

The following pricing is effective when a named Tropical Storm/Hurricane has occurred with landscape damage requiring specialized equipment and clean up. Agrees and commits its prioritized efforts and response to clear traffic flow of fallen hazardous, damaged trees to afford safe passage for Emergency Vehicles and the safety of citizens. Because damage may be isolated due to subsequent, localized tornadic occurrences, hourly rates will prevail and be billed from door to door to include travel time. Invoicing will be authorized only by written agreement with owners or designated representatives and Arazoza Brothers Authorized Representative.

Hourly rates as follows*

Ground Crew Member	\$75.00/hour
Crew Leader/Driver Labor	\$85.00/hour
Chainsaw with operator	\$95.00/hour
Dump/Haul Away Per Truck Load	\$250/Truck Load
Skid Steer with operator (3 hour minimum)	\$195.00/hour
Manlift with operator (3 hour minimum)	\$195.00/hour
Material For Staking Trees** – 1 banding kit including (3) 2x4	\$60.00 Per Kit
Material For Staking Trees** – Lodge Pole Kit and Strapping (3 Lodge Poles)	\$55 Per Kit

**If grapple truck or other heavy machinery is necessary, market pricing will be provided*

***Tree staking time is based on set labor rate pricing plus material and equipment rental fees for larger trees if necessary*

Job Site: _____

Job Site Representative: _____

Signature: _____

Date: _____



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 06/19/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 154 - Removd dead Veitchia Palm on Pool Deck
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace dead Palm with 10 foot of Clear trunk Veitchia Palm	Replace any damaged plant material and check irrigation	1.00	\$2,880.00	\$2,880.00
Grand Total			\$2,880.00	\$2,880.00



Avenir Synthetic Turf Proposal Grid

Company	Price	Product	Comments
Elite Synthetic Turf	\$19,175.00	Premium Turf 344 - 1" Pile Height	Premium antimicrobial infill that helps reduce turf temp. 3"-4" compacted paver sand, silica sand infill 2 lbs per square ft.
Pro Turf Greens	\$17,574.00	Celebrity Green Pet Turf SGW	Partner of Celebrity Turf Greens, 4" of 3/4" Angular Rock, 1" Screed Layer, q/4 Minus for smoothness







ESTIMATE #	DATE	EXPIRES
9058	05/28/2026	

Access Point Technologies
 4715 Powerline Road
 Fort Lauderdale, FL 33309
 (954) 304-9898
 accounting@aptcorporation.com
 State License #ES12001417

CUSTOMER

Vesta Property Services

SUMMARY

Vesta Property Services - Avenir
 12255 Avenir Dr Palm Beach Gardens, FL 33412
 APT will run/install 2 data cable runs from the IT room to data locations according to plan.
 APT will utilize existing pathways through the attic for cable routing.
 All cables will be clearly labeled at both ends in accordance with industry-standard structured cabling practices and mapped to their corresponding patch panel ports.

	Total
9058 Vesta Property Services - Avenir	\$1,300.00

Subtotal	\$1,300.00
Tax: FL Sale Tax (7%)	\$0.00
Total	\$1,300.00



ESTIMATE #	DATE	EXPIRES
9058	05/28/2026	

APPROVAL

This Estimate has been accepted on _____ by _____

Signature: _____



ESTIMATE #	DATE	EXPIRES
9119	06/18/2026	

Access Point Technologies
 4715 Powerline Road
 Fort Lauderdale, FL 33309
 (954) 304-9898
 accounting@aptcorporation.com
 State License #ES12001417

CUSTOMER

Vesta Property Services

SUMMARY

Vesta Property Services - Avenir Cable Consolidation

12255 Avenir Dr Palm Beach Gardens, FL 33412

APT will test, tone, trace, and label all existing accessible cabling associated with approximately two (2) 48-port patch panels, ensuring accurate end-to-end identification and continuity verification.

APT will also verify circuit integrity, identify any mis-terminations or unlabeled drops, and provide a consolidated labeling reference to support future troubleshooting, maintenance, and network documentation accuracy.

	Total
Vesta Property Services - Avenir Cable Consolidation	\$1,250.00

Subtotal	\$1,250.00
Tax: FL Sale Tax (7%)	\$0.00
Total	\$1,250.00



ESTIMATE #	DATE	EXPIRES
9119	06/18/2026	

APPROVAL

This Estimate has been accepted on _____ by _____

Signature: _____

Avenir Clubhouse Lockerroom Locker Locks

Company	Unit Price with installation	Total Installed Price	Product	Comments
D&O Locksmith	\$ 219.00	\$ 14,528.46	62 Codelocks KL 100 KepPad KitLocker Lock + Installation & Programming	Heavy duty mechanical keypad locker locks. Commercial Grade locker lock system. Durable metal construction. 6 month warranty on labor and 1 year manufacturer warranty
Kaminskiy	\$ 152.74	\$ 9,469.60	Mid-range commercial-grade keypad battery-powered locker locks	Mid-range commercial-grade keypad locker locks
Deluxe Locksmith	\$ 230.00	\$ 15,258.20	62 Codelocks KL 100 KepPad KitLocker Lock + Installation & Programming	Heavy duty mechanical keypad locker locks. Commercial Grade locker lock system. Durable metal construction. 6 month warranty on labor and 1 year manufacturer warranty

From: David Valenzuela <valenzueladavid65@yahoo.com>

Sent: Saturday, June 20, 2026 2:40 PM

To: Megan Bowden <mbowden@sdsinc.org>

Subject: Re: Request for Permission to Collect Seed

Good Afternoon Mrs. Bowden, The COI has been already sent to Avenir as the covered entity. The labor hours and operations of two workers match with what you have listed within the email and are sufficient.

Workers will follow standard procedure and be identifiable while wearing high visibility safety vests and place traffic cones if stationed near a roadway.

We only collect seed at the end of the bloom cycle as mentioned earlier; we do not collect seed during blooming as it will not produce viable seed for cultivation, our workers are trained to identify individual stalks of each bushel of grass and their flowers to determine what is in the middle of its bloom or ready for abscission of viable seed.

What compensation we can provide for the CDD is 12 inch seedlings/plants for further landscape installments on newly developed/developing areas of the property.

Or you feel free to collect the seed yourself and we will purchase from it you for \$75 per gallon of clean and dried seed, we can hold a seminar to teach your workers how to collect and identify seed.

Our best seed collectors collect between two and half to three or even four and half gallons per day and it requires great understanding and know-how to properly produce the results at peak efficiency our workers perform.

Please let us know what else is needed in order for this request to go through, thank you.
-Veteran Tree & Stump LLC

Feel free to call me at 561-299-7958 for Joseph Richard Valenzuela

[Sent from Yahoo Mail for iPhone](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2026

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

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

PRODUCER H.G. Holdam Insurance 3830 Jog Rd Lake Worth FL 33467		CONTACT NAME: Sophia Lockyer PHONE (A/C No. Ext): (561) 434-4451 E-MAIL ADDRESS: hgholdaminsurance@gmail.com FAX (A/C, No): (561) 434-3505	
INSURED Veteran Tree And Stump, LLC 3690 SE Salerno Rd Stuart FL 34997		INSURER(S) AFFORDING COVERAGE INSURER A: EVANSON INSURANCE COMPANY INSURER B: Progressive Express Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 38970	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	L174002336-01	07/20/2025	07/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	873874485	05/10/2026	05/10/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 50,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TREE TRIMMING

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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